

2021-772810 9/28/2021 8:48 AM PAGE: 1 OF 14 FEES: \$53.00 PK CORRECTED DEED

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

CORRECTIVE QUITCLAIM DEED

(Lot 1 - Black Gold Land Company, LLC)

Big Horn Coal Company, a Wyoming corporation ("GRANTOR"), for and in consideration of the obligation of GRANTOR to convey certain real property to Black Gold Land Company, LLC, a Wyoming limited liability company ("GRANTEE"), pursuant to and in accordance with (i) that certain Real Estate Purchase Agreement, dated as of February 28, 2020, by and between GRANTOR and GRANTEE (as amended or supplemented, the "Purchase Agreement"), and (ii) Order (I) Approving the Sale of Wyoming Real Property Assets Free and Clear of All Interests, (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief (the "Sale Order") entered on March 8, 2021, by the United States Bankruptcy Court for the District of Delaware, in the Chapter 11 proceeding being administered under Case No. 20-13056 (Jointly Administered), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONVEYS and QUITCLAIMS unto GRANTEE, all of the right, title and interest of **GRANTOR** in and to the real property more particularly identified and set forth on Exhibit A attached hereto and made a part hereof (the "Property"), together with an access easement over and across (a) the private road currently existing on the real property more particularly identified and set forth on Exhibit B, attached hereto and made a part hereof (the "Easement Property") that runs from State Highway 338 to the south of the Property, and (b) the private road that currently exists on the Easement Property that enters the Easement Property from the west. Such easement and private roads are shown in green on the map attached hereto as Exhibit C and commences from the west as shown on the map and in the South at the end of Country Night Club Road (shown in yellow on the map) and travels approximately one mile across Section 22 and ends where the Easement Property meets the Property at the approximate location of the Northern line of Section 22.

The conveyance and transfer of the Property herein is subject to and made in accordance with the terms of the Purchase Agreement and the Sale Order, a copy of which Sale Order was recorded in the real property records of Sheridan County, Wyoming on March 12, 2021, as Document #2021-767151. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

In the event of a conflict between this Corrective Quitclaim Deed, on the one hand, and the Purchase Agreement and/or the Sale Order, on the other hand, the terms and conditions of the Purchase Agreement or the Sale Order, as applicable, shall control. There are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in the Purchase Agreement.