

**THIRD MODIFICATION TO  
AGREEMENT BETWEEN MONTANA RESOURCES, LLP AND  
THE STATE OF MONTANA THROUGH THE  
NATURAL RESOURCE DAMAGE PROGRAM  
REGARDING ACCESS AND PLACEMENT OF PARROT TAILINGS**

This Third Modification to the Access Agreement between Montana Resources, LLP (“MR”) and the State of Montana through the Natural Resource Damage Program (“State”) Regarding Access and Placement of Parrot Tailings (“Access Agreement”) is made this 28<sup>th</sup> day of August 2018.

WHEREAS, to clarify that MR may accomplish work described in Paragraph D as MR Responsibilities with the use of a contractor as well as through the work of MR employees and equipment; and

WHEREAS, to increase efficiency, MR may elect to separately contract with the same contractor used by the State to transport the Parrot Tailings onto MR Property; and

WHEREAS, in the event that MR utilizes the same contractor as the State it is important and necessary to define the coordination process and the location where MR will take responsibility for the Parrot Tailings; and

WHEREAS, in the event that MR utilizes the same contractor as the State it is important and necessary to clearly identify when the Contractor is performing work and accessing MR’s property pursuant to this Access Agreement and when the contractor is performing work on MR’s property pursuant to its separate contract with MR.

NOW THEREFORE, the Parties mutually agree to modify the Access Agreement as follows:

The words “with MR’s labor and equipment” will be deleted from the 8<sup>th</sup> WHEREAS provision.

The first sentence of Paragraph D.2 will be replaced with the following sentence: “MR agrees, at its cost, to transport the Parrot Tailings from the Stockpile Location to an active mining area within its Mine Permitted Area.”

The words “load and” will be deleted from the last sentence of Paragraph D.2.

The first sentence of Paragraph D.4 will be preceded with the words: “Except as otherwise provided in the final sentence of Paragraph D.6”

A new paragraph D.6. will be added:

Stockpile Location Diversion - MR's Separate Contract with State's Contractor. MR may enter into a contract with a contractor to transport the Parrot Tailings from the Stockpile Location to an active mining area within its Mine Permitted Area. If MR enters into a separate contract to transport the Parrot Tailings from the Stockpile Location to an active mining area within its Mine Permitted Area with the same contractor as the State, MR and the State recognize that there may be opportunities to increase efficiency and reduce MR's costs if the contractor does not first unload the Parrot Tailings at the Stockpile Location and instead continues onto MR's haul road at the location identified on Exhibit A-amended ("Diversion Location"). In the event that the State and MR are using the same contractor and MR elects to have the contractor proceed without first unloading at the Stockpile Location ("Stockpile Location Diversion"), MR and the State agree to the following coordination and notification process:

MR's notice to the State: MR shall provide the State three days written advance notice via email of the request for the Stockpile Location Diversion. MR's written notice shall specify the start and ending times and dates for the Stockpile Location Diversion. The parties agree that this notice will typically occur on Thursday for the next week.

State's written response: The State shall respond to MR in writing via email within 24 hours stating approval or denial of the dates and times specified in MR's request for the Stockpile Location Diversion. In the event of a denial, the State shall specify the reasons in the denial.

Effect of State's failure to respond to MR's request for the Stockpile Location Diversion within 24 hours or the State's denial of MR's request for Stockpile Location Diversion: If the State does not respond to MR's request for the Stockpile Location Diversion within 24 hours, or the State denies MR's request for Stockpile Location Diversion, the Contractor will haul the Parrot Tailings to the Stockpile Location.

Effect of State's written approval of MR's request for Stockpile Location Diversion: The Parties agree that in the event of an approved Stockpile Location Diversion, for and during the periods specified in the approval (i) MR shall take responsibility for the Parrot Tailings pursuant to its MMRA Permits, including, but not limited to, any applicable reclamation and monitoring requirements at the Diversion Location, and (ii) the contractor's activities on the Mine Permitted Area, outside of the MR Property and the Construction Dewatering Water Access Points will be deemed to be pursuant to MR's contract with the contractor. The following activities will be deemed to be activities pursuant to the State's contract with its Contractor regardless of where they occur on the Mine Permitted Area: construction, maintenance, and removal of the Haul Road; management of storm water on the Haul Road; dust control on MR Property; snow removal on MR Property; and Contractor activities related to the Construction Dewatering Water Access Points.

A new sentence will be added to the end of Paragraph F.1: In the event that MR retains the same contractor as the State to transport tailings from the Diversion Location: (1) MR will not assert that contractor's work for MR is a violation of the Access Agreement; and (2) MR agrees and expressly commits that it will not provide a written notice finding that a Contractor or Subcontractor has violated this Access Agreement by going

outside of the MR Property or the Construction Dewatering Water Access Points, until MR has terminated its contract with the contractor.

Ex. A will be amended to include the identification of the Diversion Location. (Amended Ex. A. is attached.)

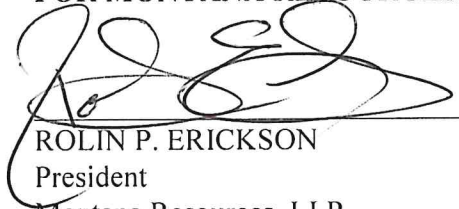
All other terms of the Access Agreement remain the same.

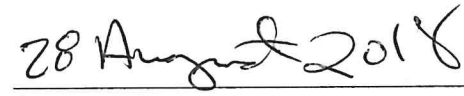
**FOR THE STATE OF MONTANA:**

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HARLEY R. HARRIS  
Supervising Assistant Attorney General  
Montana Department of Justice  
Natural Resource Damage Program  
1720 9th Avenue  
P.O. Box 201425  
Helena, MT 59620-1425

\_\_\_\_\_  
Date

**FOR MONTANA RESOURCES, LLP:**

  
\_\_\_\_\_  
ROLIN P. ERICKSON  
President  
Montana Resources, LLP  
600 Shields Avenue  
Butte, MT 59701


  
\_\_\_\_\_  
Date

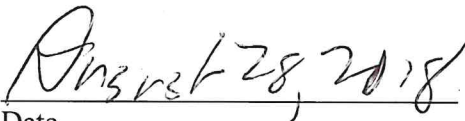
outside of the MR Property or the Construction Dewatering Water Access Points, until MR has terminated its contract with the contractor.

Ex. A will be amended to include the identification of the Diversion Location. (Amended Ex. A. is attached.)

All other terms of the Access Agreement remain the same.

**FOR THE STATE OF MONTANA:**

  
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Supervising Assistant Attorney General  
Montana Department of Justice  
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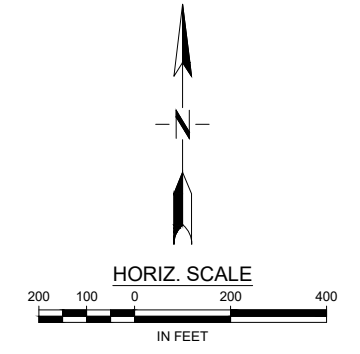
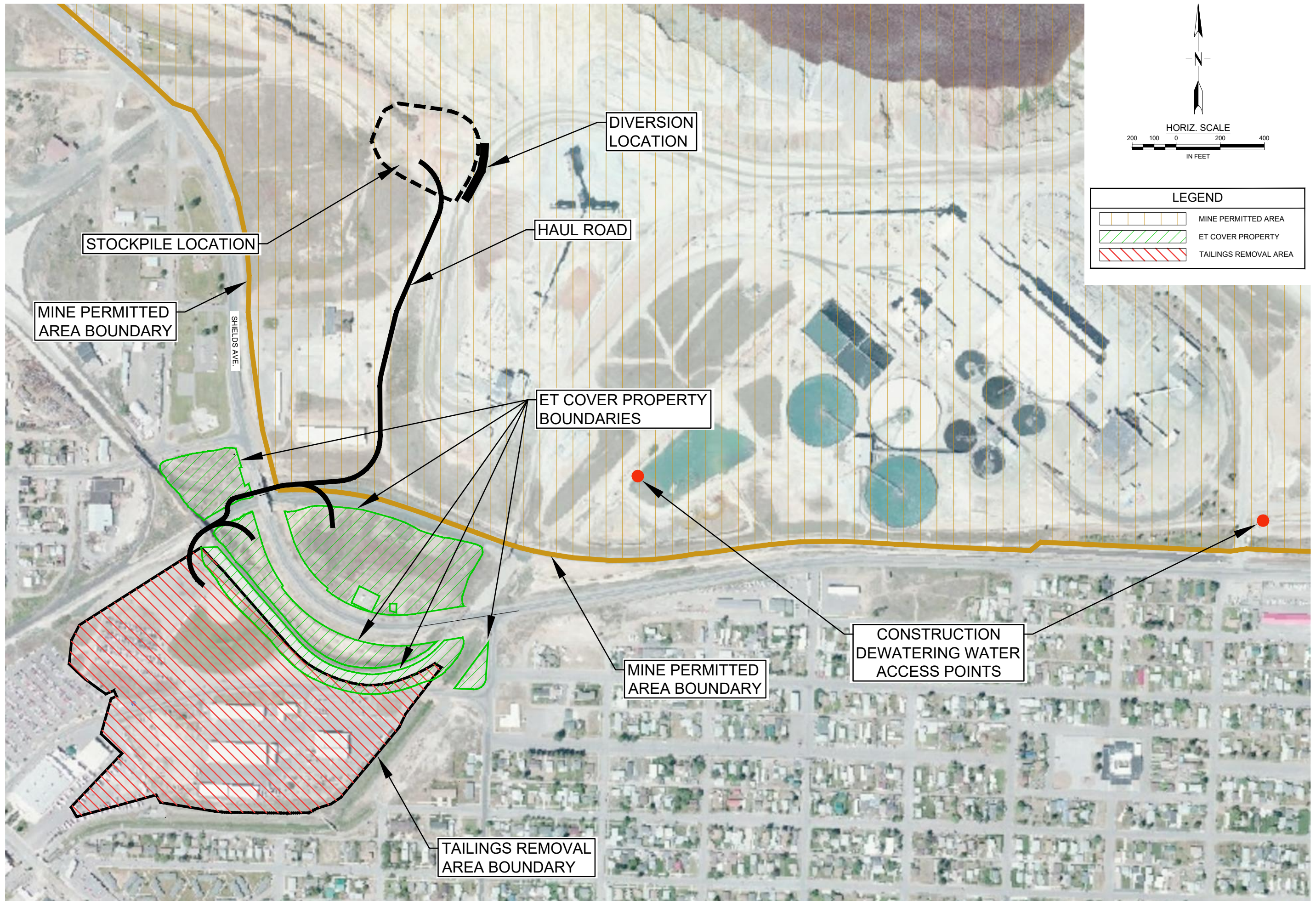
**FOR MONTANA RESOURCES, LLP:**

\_\_\_\_\_  
ROLIN P. ERICKSON  
President  
Montana Resources, LLP  
600 Shields Avenue  
Butte, MT 59701

\_\_\_\_\_  
Date



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LEGEND	
	MINE PERMITTED AREA
	ET COVER PROPERTY
	TAILINGS REMOVAL AREA

MINE PERMITTED AREA BOUNDARY

STOCKPILE LOCATION

SHIELDS AVE.

DIVERSION LOCATION

HAUL ROAD

ET COVER PROPERTY BOUNDARIES

MINE PERMITTED AREA BOUNDARY

CONSTRUCTION DEWATERING WATER ACCESS POINTS

TAILINGS REMOVAL AREA BOUNDARY

AMENDED EXHIBIT A