

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

This 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 13 day of December, 2016.

RECITALS

WHEREAS, in December 2012 the Butte Natural Resource Damage Restoration Council and the State of Montana Natural Resource Damage Program (“NRDP”) issued the Final Butte Area One Restoration Plan (“BAO Plan”); and

WHEREAS, the BAO Plan calls for, in part, the removal of certain historic mine wastes, including Parrot Tailings (“Parrot Tailings” - as defined below); and

WHEREAS, at the direction of Governor Bullock and pursuant to the BAO Plan, the State, through NRDP, began planning for removal of the Parrot Tailings; and

WHEREAS, the State has determined that the Parrot Tailings and its related overburden and slag would be Bevill exempt, and not hazardous waste, if managed or disposed as wastes and has provided MR written assurances of that determination; and

WHEREAS, the State has evaluated several locations for placement of the removed Parrot Tailings and determined that a location on certain property owned by MR is cost-effective and low risk; and

WHEREAS, MR is willing to provide the State access to its mine property for the limited purpose of transporting and placing Parrot Tailings at a designated stockpile location (“Stockpile Location”) in the manner described herein; and

WHEREAS, the State has selected the means and methods for removing and transporting the Parrot Tailings; and

WHEREAS, recognizing the community interest in the removal of the Parrot Tailings, MR, in cooperation with Atlantic Richfield Company, is willing to construct the Stockpile Location on MR Property and take responsibility for removing the Parrot Tailings from the Stockpile Location to an active mining area of MR’s mine property with MR’s labor and equipment at no cost to the State, thereby resulting in a potential project cost-savings to the State; and

WHEREAS, MR will apply for a revision to its Montana Metal Mine Reclamation Act permit in order to include its responsibility for the Parrot Tailings in an active mining area of MR's mine property; and

WHEREAS, in part based on MR's request, the State has stated its intention to allocate \$400,000 towards BAO Plan stream restoration projects in Blacktail Creek or Silver Bow Creek between Montana Street and the Butte Treatment Lagoons; and

WHEREAS, in part based on MR's request, the State has stated its intention to, directly or indirectly, provide Butte Silver Bow \$200,000, which can be used for a replacement ballfield; and

WHEREAS, a revised draft BAO Parrot Amendment for Parrot Tailings Waste Removal ("Parrot Amendment") will become final once approved by the Governor; and

WHEREAS, the State has requested that MR assist the State by allowing the State's contractor to take the construction dewatering water ("Construction Dewatering Water" - as defined below) to MR in the manner described herein for incorporation into MR's process circuit; and

WHEREAS, the State has determined that the Construction Dewatering Water is not hazardous waste or would be Bevill exempt if managed or disposed as a waste and has provided MR written assurances of that determination; and

WHEREAS, the State has provided assurances to MR in a letter dated August 30, 2016, regarding water rights related to the Construction Dewatering Water, which letter speaks for itself; and

WHEREAS, recognizing the benefits to the community, MR is willing to take responsibility for incorporating Construction Dewatering Water into its process circuit, once approved in the minor revision.

NOW THEREFORE, for good consideration the receipt and sufficiency of which is hereby acknowledged, the State and MR agree as follows:

AGREEMENT

A. DEFINITIONS. For purposes of this Access Agreement, the following terms shall have the meanings set forth below:

"Contractor" shall mean those contractors that are selected by the State to haul, place, and manage Parrot Tailings on MR Property, construct, maintain, and remove infrastructure, and convey Construction Dewatering Water to the Mine Permitted Area.

“Construction Dewatering Water” shall mean the water encountered during excavation of the Parrot Tailings not exceeding a flow rate of 100gpm and a volume of 144,000gpd and delivered to MR in the manner described herein.

“Construction Dewatering Water Access Points” shall mean the access points identified at the emergency pond location and clear-water ditch location on Exhibit A used by the Contractor and/or Subcontractor to deliver the Construction Dewatering Water.

“ET Cover Property” shall mean the property identified by the State for placement of overburden, slag, and cover material. The ET Cover Property is depicted on the attached Exhibit A.

“Mine Permitted Area” solely for the purposes of this Access Agreement shall mean the geographic area permitted to MR for mining activity pursuant to the Metal Mine Reclamation Act and the property owned by MR, north of the BNSF right of way and east of Shields Avenue. A portion of the boundary is depicted on Exhibit A.

“MMRA Permits” shall mean MR’s Montana Metal Mine Reclamation Act permits #00030, 00030A, 00108, and 00041, as amended.

“MR Property” shall mean the haul road and Stockpile Location within the Mine Permitted Area as depicted on Exhibit A.

“Parrot Tailings” shall mean the products or byproducts of hard rock mining, placer mining, and smelting operations from the location identified in the Parrot Amendment, including but not limited to, mine tailings, waste rock, and contaminated organic clay as determined by the State. Native soils mixed with or contaminated by tailings are considered impacted soils and are classified as tailings. Overburden mixed with or contaminated by tailings are considered impacted soils and are classified as tailings, and shall be limited to 350,000 bank cubic yards. “Parrot Tailings” does not include debris, garbage, petroleum-contaminated soil, asbestos, or any hazardous waste.

“State” shall mean the State of Montana and its departments, agencies, instrumentalities, officials, and employees. The State will be acting by and through NRDP under this Access Agreement for the activities described in the Transport and Placement Specifications.

“Stockpile Location” shall mean the location on the MR Property identified as the Stockpile Location in Exhibit A.

“Subcontractor” shall mean those subcontractors that are selected by the Contractor and approved by the State, if required, to haul, place, and manage Parrot Tailings on MR Property, construct, maintain, and remove infrastructure, and convey Construction Dewatering Water to the Mine Permitted Area.

“Transport and Placement Specifications” shall mean the description of the location and manner by which the State shall construct and maintain a haul road and transport Parrot Tailings across MR Property to the Stockpile Location, deliver Construction Dewatering Water across the Mine Permitted Area to the Construction Dewatering Water Access Points, remove the haul road and remove any construction dewatering conveyance structures. The Transport and Placement Specifications may be modified at any time by agreement of MR and the State. The Transport and Placement Specifications are attached as Exhibit B and are part of this Access Agreement.

“Tailings Removal Area” shall mean the area depicted as such on the attached Exhibit A.

B. ACCESS FOR TRANSPORT, AND PLACEMENT OF PARROT TAILINGS AND CONVEYANCE OF CONSTRUCTION DEWATERING WATER.

1. Mine Permitted Area. On the terms and subject to the conditions set forth in this Access Agreement, MR agrees to provide the State and its Contractor(s) and Subcontractor(s) access to enter upon the Mine Permitted Area at their own risk, relying upon means and methods selected solely by the State, in order to: (i) construct, maintain, and remove a haul road in the manner and location as set forth in the Transport and Placement Specifications; (ii) transport and place up to 350,000 bank cubic yards of Parrot Tailings at the Stockpile Location on MR Property in the manner and location as set forth in the Transport and Placement Specifications; and (iii) convey the Construction Dewatering Water to the Construction Dewatering Water Access Points, in the manner and location as set forth in the Transport and Placement Specifications.
2. Requirements of Access.
 - (a) Obligations to MR. At all times the State and its Contractor(s) and Subcontractor(s) shall conduct all activities on the Mine Permitted Area, under this Access Agreement in a manner that does not: (i) result in any direct or indirect impacts on MR’s operations or obligations; (ii) cause injury to persons or damage to MR property; (iii) interfere with MR’s operations or obligations; and (iv) impede MR’s mining, milling, remediation or reclamation activities in the Mine Permitted Area.
 - (b) Notifications. The State shall provide MR’s Designated Contact(s) written notification when: (i) the activities for which access is provided in Paragraph B have been completed; and (ii) the activities for which access is provided in Paragraph B will be in abeyance for a period of ninety (90) days or more.

C. CONDITIONS PRIOR TO ACCESS.

1. Parrot Tailings Determination. Prior to entry onto the Mine Permitted Area the State shall provide a letter to MR that contains the State's determination that the Parrot Tailings and its related overburden, slag, and Construction Dewatering Water would be Bevill exempt, and not hazardous waste, if managed or disposed as wastes. The letter shall be addressed and delivered to:

Mark Thompson
Manager of Environmental Affairs
Montana Resources, LLP
600 Shields Avenue
Butte, MT 59701

2. Minor Revision Approved. Prior to entry onto the Mine Permitted Area, MR shall have received State approval of the revision to its Montana Metal Mine Reclamation Act permit (for responsibility for the Parrot Tailings in an active mining area of MR's mine property) with such terms and conditions acceptable to MR.

D. MR RESPONSIBILITIES. MR and the State acknowledge that the Stockpile Location will be part of a site that is under Montana Metal Mine Reclamation Act authority. MR agrees to take responsibility for the Parrot Tailings at the Stockpile Location and Construction Dewatering Water delivered to the Construction Dewatering Access Points pursuant to its MMRA Permits and consistent with the terms of this Access Agreement, as outlined below:

1. Construction of Stockpile Location. Following written notice from the State that Parrot Tailings will be placed at the Stockpile Location within thirty (30) days, MR agrees, at its cost, to construct the Stockpile Location in the location shown on Exhibit A and in the size and manner detailed in MR's December 2016 Application for Revision to Operating Permits. MR shall be responsible for necessary infrastructure protection, including the Belmont Storm Drain, existing water line, and the existing storm grate located within the Stockpile Location area.
2. Transport of Parrot Tailings from Stockpile Location and Placement of Parrot Tailings in Active Mine Area. MR agrees, at its cost, to load the Parrot Tailings from the Stockpile Location and transport them to an active mining area within its Mine Permitted Area. MR's work at the Stockpile Location shall occur only during MR's night shift (during the hours of 7:00 pm to 7:00 am). MR agrees to conduct its loading and transport at and from the Stockpile Location so that there is sufficient capacity for Contractor's offloading and placement of Parrot Tailings. In the event that the State believes that there is or will be insufficient capacity at the Stockpile Location, it will contact MR and request that MR load and transport

Parrot Tailings from the Stockpile Location and MR will promptly respond and thereafter provide sufficient capacity.

3. Maintenance of Stockpile Location. Any Best Management Practices (BMPs) or infrastructure protection (Belmont Storm Drain, existing water line, existing storm grate) necessary within the Stockpile Location shall be the responsibility of MR. MR agrees to be responsible for all maintenance of the Stockpile Location other than any dust control and snow removal necessary for State transport and placement of the Parrot Tailings at the Stockpile Location which shall be the responsibility of the State. Except as necessary for administrative or coordination purposes, MR's entry onto the Stockpile Location shall occur between 7:00 pm and 7:00 am.
4. MR's Responsibility for Parrot Tailings Consistent with its MMRA Permits. MR agrees that upon the State's placement of the Parrot Tailings at the Stockpile Location in the manner described herein, MR shall take responsibility for the Parrot Tailings pursuant to its MMRA Permits, including, but not limited to, any applicable reclamation and monitoring requirements.
5. Stockpile Location Removal. Within one hundred and sixty (160) days of the completion of the State's transport and placement of Parrot Tailings at the Stockpile Location, or by October 1, 2022, whichever occurs first, MR shall at its sole cost complete removal and relocation of the Parrot Tailings from the Stockpile Location in a manner consistent with its MMRA Permits.

E. TERM. This Access Agreement will be effective upon: (1) signature by both MR and the State; and (2) completion of Paragraph C.2. This Access Agreement will terminate automatically on July 1, 2017, unless: (1) the State secures access to the ET Cover Property and Tailings Removal Area from Butte-Silver Bow satisfactory to the State; and (2) the State issues the notice to MR referenced in Paragraph D.1. This Access Agreement will, unless terminated, continue until the earlier of notification from the State of the completion of the activities for which access is provided in Paragraph B or October 1, 2022.

F. TERMINATION AND SUSPENSION. This Access Agreement may be terminated or suspended before October 1, 2022, by mutual agreement of the parties, or as provided in this Paragraph F:

1. Violations. If MR believes the State is in violation, or will be in violation, of any of the terms and conditions of this Access Agreement, including without limitation the Transport and Placement Specifications, MR may provide the State with a written notice that the State is in violation or will be in violation of this Access Agreement and specifying the term(s) or condition(s) that MR believes the State has violated or will violate. Thereafter the State shall have thirty (30) days within which to cure the defect identified by MR or to otherwise

satisfactorily resolve the matter. If the State is unable to cure within that time MR may terminate this Access Agreement on written notice to the State.

2. Emergencies. MR may immediately suspend access on a temporary basis due to an emergency situation. The temporary suspension shall be made by contacting the State's Designated Contact(s). In such case, MR and the State shall confer to resolve the emergency situation as soon as possible so that the State can resume access. In this Paragraph F "emergency situation" refers to flooding, sloughing, fires, accidents, and other similar circumstances or conditions affecting MR's operations on the Mine Permitted Area as determined by MR.
3. Suspension of MR Operations. If MR operations are suspended prior to October 1, 2022, and MR concludes that the conditions of the suspension are incompatible with this Access Agreement, MR may provide notice to the State that access under this Access Agreement shall terminate within ninety (90) days. In the event that MR resumes MR Operations following a suspension prior to October 1, 2022, MR shall provide notification to the State and access shall be restored and continue through the term of this Access Agreement.
4. Temporary Suspension by State. If during the term of this Access Agreement the activities for which access has been provided in Paragraph B will be in abeyance for a period of ninety (90) days or longer, the State shall provide written notification to MR's Designated Contact(s) identifying the beginning and ending dates of the abeyance and access shall be temporarily suspended during that time period. If the State requires access to the Mine Permitted Area for planning or monitoring during the temporary suspension, the State shall contact MR's Designated Contact(s) via email identifying the personnel and locations for which access is requested and the parties shall arrange a mutually acceptable time.

G. REMOVAL OF IMPROVEMENTS. Within one hundred and twenty (120) days of the State's completion of placement of Parrot Tailings at the Stockpile Location or by October 1, 2022, whichever occurs first, the State, unless otherwise requested in writing by MR, shall at its sole cost, remove all roads, infrastructure, and any improvements it has installed related to the construction of the haul road on MR Property and the Construction Dewatering Water Access Points on the Mine Permitted Area and shall return the haul road on MR Property and the Construction Dewatering Water Access Points to the condition they were in prior to the State's activities.

H. COSTS. All costs related to or arising from the work and presence or activities of the State, its Contractor(s) and Subcontractor(s) on the Mine Permitted Area associated with this Access Agreement, shall be borne by the State at no cost to MR, including without limitation, any fines or penalties imposed or sought to be imposed upon MR related to the activities of the Contractor(s) and Subcontractor(s), costs for damages to property or injuries to persons, and other costs, including litigation costs, associated with third-party

challenges to the State's determination that the Parrot Tailings or the Construction Dewatering Water are not hazardous wastes, the transport to and placement of the Parrot Tailings at the Stockpile Location, and any costs incurred as a result of EPA or MDEQ requirements that are over and above those costs which MR would otherwise incur if the Parrot Tailings were not transported to and placed in the Stockpile Location.

- I. **RECORDS.** The State shall maintain records of: (i) the volume of all Parrot Tailings transported across MR Property and placed at the Stockpile Location; (ii) the amount, date and location of all Construction Dewatering Water delivered to the Construction Dewatering Access Points; (iii) the vehicle miles traveled by the State, Contractor(s) and Subcontractor(s) on the Mine Permitted Area; and (iv) all documentation associated with storm water management and discharge, including requirements of a general permit for storm water discharge related to construction activity on the Mine Permitted Area, and shall on a monthly basis for (i) and (ii) and annual basis for (iii) and (iv), provide records of such to MR. Without limitation on the foregoing, upon request from MR, the State, at its cost, shall provide MR with copies or splits of all information, data, tests, samples and surveys obtained by the State or its Contractor(s) or and Subcontractor(s) that pertain to this Access Agreement. MR will maintain records of the volume and location of all Parrot Tailings transported from the Stockpile Location, and shall provide records of such to the Montana Department of Environmental Quality.
- J. **COORDINATION OF ACTIVITIES.** The Designated Contacts shall coordinate as necessary during construction, hauling, and placement of the Parrot Tailings and the Construction Dewatering Water. The State shall provide MR's Designated Contact(s) notice at least seventy two (72) hours prior to commencing activities which directly involve the Mine Permitted Area.
- K. **CONTRACTOR AND SUBCONTRACTOR INSURANCE REQUIREMENTS.** The State shall require, as part of its contract with Contractor(s), that Contractor(s) shall procure and maintain insurance coverage for Contractor(s) and Subcontractor(s) activities on the Mine Permitted Area, as detailed in this Paragraph K. Contractor(s) and Subcontractor(s) access to the Mine Permitted Area, is conditioned upon Contractor(s)' procurement and maintenance of insurance coverage as detailed in this Paragraph K for the entire term that Contractor(s) or Subcontractor(s) will be accessing the Mine Permitted Area under this Access Agreement.
 1. *Contractor Insurance.* Contractor coverage shall be at least as broad as:
 - a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, with limits no less than \$10,000,000 per occurrence and \$20,000,000 in the aggregate.

- b. Automobile Liability: Automobile insurance (including owned, non-owned, and hired vehicles) with a combined single limit for bodily injury, death, and property damage of not less than \$2,000,000 per occurrence.
 - c. Workers' Compensation insurance as required by the State of Montana, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Contractor's Pollution Legal Liability with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.
- 2. *Deductibles and Self-Insured Retentions.* The Contractor shall cause the insurer to eliminate any deductibles or self-insured retentions as respects MR, and its members, managers, partners, officers, agents and employees.
- 3. *Other Insurance Provisions.* The insurance policies specified above are to contain, or be endorsed to contain, the following provisions:
 - a. MR, and its members, managers, partners, officers, agents and employees shall be identified as additional insureds on the CGL policy with respect to liability arising out of activities on the Mine Permitted Area performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
 - b. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the State and MR.
 - c. Each insurance policy required by this clause shall include separation of insured language.
 - d. Each insurance policy required by this clause shall provide that the Contractor's insurance is primary and any insurance or self-insurance maintained by the State and MR, is considered excess and noncontributory with respect to any and all claims and demands made against the State or MR.
 - e. Each insurance policy shall contain an Owners Interest Coverage endorsement in favor of the State and MR.
 - f. Each insurance policy shall provide that the Contractor agrees to waive rights of subrogation which any insurer of Contractor may acquire from

Contractor by virtue of the payment of any loss. The Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State and MR for all work performed by the Contractor, its employees, agents, and subcontractors.

4. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of no less than A.
5. *Subcontractors.* Subcontractor access to the Mine Permitted Area, is conditioned upon Subcontractor's procurement and maintenance of the insurance coverages enumerated in this Paragraph K.
6. *Verification of Coverage.* Prior to Contractor's and Subcontractor's entry onto the Mine Permitted Area the State shall provide evidence to MR that each Contractor and Subcontractor meets the insurance requirements. For each Contractor and Subcontractor the State shall provide MR with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Access Agreement. All certificates and endorsements are to be received by MR before Contractor and Subcontractor entry onto the Mine Permitted Area. Each Contractor and Subcontractor shall provide renewal certificates of insurance to MR thirty (30) days prior to the expiration date of insurance policies. The certificate must indicate its coverage of the Contractor or Subcontractor presence on the Mine Permitted Area and must indicate that it is maintained for the duration of the activities on the Mine Permitted Area. For each Contractor and Subcontractor MR shall have the right to require the State to provide complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- L. CONTRACTOR INDEMNIFICATION.** As part of its contract(s) with Contractor(s), the State shall require, that to the extent allowed by law, Contractor(s) shall release, defend, indemnify and hold harmless MR, and its members, managers, partners, officers, agents and employees from and against any and all actions, losses, damages, expense, suits, claims demands or liability of any character whatsoever arising out of or in any way related to the presence of Contractor(s), and its Subcontractor(s), on the Mine Permitted Area including without limitation those brought or asserted for injuries to, or death of, any person or persons, or damages to property, and fines, penalties or charges imposed or sought to be imposed upon MR, its members, managers, partners, officers, agents and employees arising out of or in any way the failure of Contractor(s), or its Subcontractor(s), to comply with any state, federal or local law, rule or regulation (including without limitation, the Federal Mine Safety and Health Act of 1977, as amended, and all rules and regulations promulgated pursuant thereto). Prior to each Contractor(s)' or Subcontractor(s)' entry onto the Mine Permitted Area the State shall provide MR evidence of each Contractor(s)' promise to release, defend, indemnify, and hold harmless MR consistent with this Paragraph.

- M. STATE EMPLOYEE ACCESS.** State employee access to the Mine Permitted Area, under this Access Agreement is solely for the purposes of observing, overseeing and managing the work of Contractor(s) and Subcontractor(s) on the Mine Permitted Area. State employee access to the Mine Permitted Area under this Access Agreement is conditioned upon the State purchasing and maintaining excess insurance coverage for any of its employees accessing the Mine Permitted Area under this Access Agreement in the following types and amounts: property damage, bodily injury and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- N. LAWS, RULES, AND REGULATIONS.** The State acknowledges that certain activities for which access is being provided will occur within an active mining area. The State and its Contractor(s) and Subcontractor(s) and State employees entering onto the Mine Permitted Area shall comply with all applicable laws, rules, regulations, ordinances, and requirements of federal, state, county, city or town and department, bureaus, and authorities, including, without limitation, the Federal Mine Safety and Health Act of 1977, as amended. The State and its Contractor(s) and Subcontractor(s) shall take all actions necessary to conduct all activities in accordance with all applicable permits and government approvals with respect to their activities on the Mine Permitted Area, and MR shall have no responsibility or liability for any failure on the part of the State or its Contractor(s) or Subcontractor(s) to do the same.
- O. CONSTRUCTION DEWATERING WATER.** MR agrees to allow the Contractor(s) and Subcontractor(s) to provide MR with Construction Dewatering Water in the manner set forth in the Transport and Placement Specifications.
- P. MR SITE-SPECIFIC SAFETY LIMITATIONS.** Without limitation on the requirements of Paragraph N, above, and the Transport and Placement Specifications, the State and its Contractor(s) and Subcontractor(s) shall comply with all MR site-specific health and safety limitations that are identified to the State by MR prior to the Effective Date of this Access Agreement.
- Q. RELEASE AND COVENANT NOT TO SUE.**
1. State Release and Covenant Not to Sue. The State releases and covenants not to sue or take administrative action against MR, its members, managers, employees, officers, partners, and their shareholders, and officers and directors, for costs of removal or remedial actions and damages related to or arising from the Tailings Removal Area and ET Cover Property and groundwater in the vicinity of the Tailings Removal Area and ET Cover Property, including Shields Avenue, and any and all matters related to liability, damages, or costs associated with the: (i) State's determination that the Parrot Tailings are Bevill exempt materials; and (ii) presence of the Parrot Tailings and any associated media on MR Property; the ET cover materials, overburden, and slag on the ET Cover Property; and the Construction Dewatering Water on the Construction Dewatering Water Access Points. This release and covenant not to sue, is not part of an administrative settlement that provides contribution rights to MR or any other entity. Provided, however, that nothing

herein waives, releases or limits any other claims that the State may have. This release and covenant not to sue shall not become effective until the date the State issues the notice referenced in Paragraph D.1.

2. MR Release and Covenant Not to Sue. (1) MR releases and covenants not to sue the State, its departments, agencies, officials and employees to (i) recover any of the costs it incurs to fulfill MR's responsibilities and obligations under Paragraph D; and (ii) seek remediation or removal or costs of remediation or removal of the Parrot Tailings or any Construction Dewatering Water from the Mine Permitted Area after the State's placement at the Stockpile Location or the Construction Dewatering Water Access Points. Provided, however, that nothing herein waives, releases or limits any other claims that MR may have, including those related to the State's determination that the Parrot Tailings would be Bevill exempt if managed or disposed as wastes. (2) MR releases and covenants not to sue Contractors and Subcontractors under CERCLA for costs MR incurs following the State's placement of the Parrot Tailings at the Stockpile Location or the delivery of Construction Dewatering Water to the Construction Dewatering Water Access Points. Provided however, that nothing herein waives, releases or limits any other claims that MR may have against Contractors or Subcontractors.

R. DESIGNATED CONTACTS. The designated contacts of the parties for purposes of this Access Agreement are set forth below. Either party may change its contact(s) on written notice to the other party.

For MR:

Mark Thompson
Manager of Environmental Affairs
Montana Resources, LLP
600 Shields Avenue
Butte, MT 59701
Phone: (406) 496-3211
Cell: (406) 533-5817
Email: mthompson@montanaresources.com

Pete Steilman
CMSP Safety Manager
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For the State:

Jim Ford
Environmental Science Specialist
Montana Department of Justice
Natural Resource Damage Program
1720 9th Avenue
P.O. Box 201425
Helena, MT 59620-1425
Phone: (406) 444-4034
Email: JFord@mt.gov

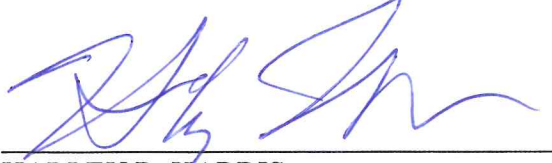
Pat Cunneen
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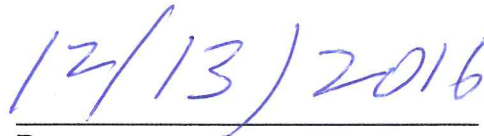
- S. EFFECT ON NONPARTIES.** Except as otherwise provided in Paragraph Q, nothing in this Access Agreement shall be construed to provide MR or any entity contribution rights, or create any rights in, or grant any cause of action to, any person not a party to this Access Agreement. The State and MR expressly reserve any and all rights (including, without limitation, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the matters addressed in this Access Agreement against any person not a party hereto.
- T. NO PRECEDENT.** This Access Agreement pertains only to the unique and specific circumstances pertaining to the Parrot Tailings. The parties do not intend for this Access Agreement to be used as precedent or as an admission against interest in any circumstance other than implementation and enforcement of this Access Agreement.
- U. MODIFICATION.** MR and the State may mutually agree to modify this Access Agreement.
- V. DISPUTES.** If a dispute arises between the parties concerning this Access Agreement, the parties agree to seek to informally resolve the matter prior to submitting the dispute to a third party or court for determination.
- W. GOVERNING LAW AND VENUE.** This Access Agreement shall be governed by the laws of the state of Montana. Venue for any judicial proceeding to resolve a dispute under this Access Agreement shall be in Silver Bow County, Montana.
- X. NEGATION OF AGENCY RELATIONSHIP.** This Access Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between MR and the State. Neither party (including such party's agents, employees or Contractors or Subcontractors) is authorized to act on behalf of the other party in any manner relating to the subject matter of this Access Agreement. Neither party shall be liable for the acts, errors or omissions of the members, managers, partners, officers, agents or employees of the other party entered into, committed or performed with respect to or in the performance of this Access Agreement.
- Y. STATE AUTHORITIES.** Subject to the State's commitments under this Access Agreement, the State retains all of its respective authorities and rights, including access and enforcement authorities related thereto, under CERCLA, CECRA, RCRA, the Montana Mine Reclamation Act, and any other applicable federal or state statute or regulation.
- Z. SIGNATORIES.** The undersigned representatives of the State and MR each certify that he or she is fully authorized to enter into the terms and conditions of this Access Agreement and to execute and legally bind such party to this document.

AA. **SURVIVAL.** The provisions of Paragraphs D 4-5, G, H, I, L and Q, shall survive termination or expiration of this Access Agreement.

FOR THE STATE OF MONTANA:



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Supervising Assistant Attorney General
Montana Department of Justice
Natural Resource Damage Program
1720 9th Avenue
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Date

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



Date

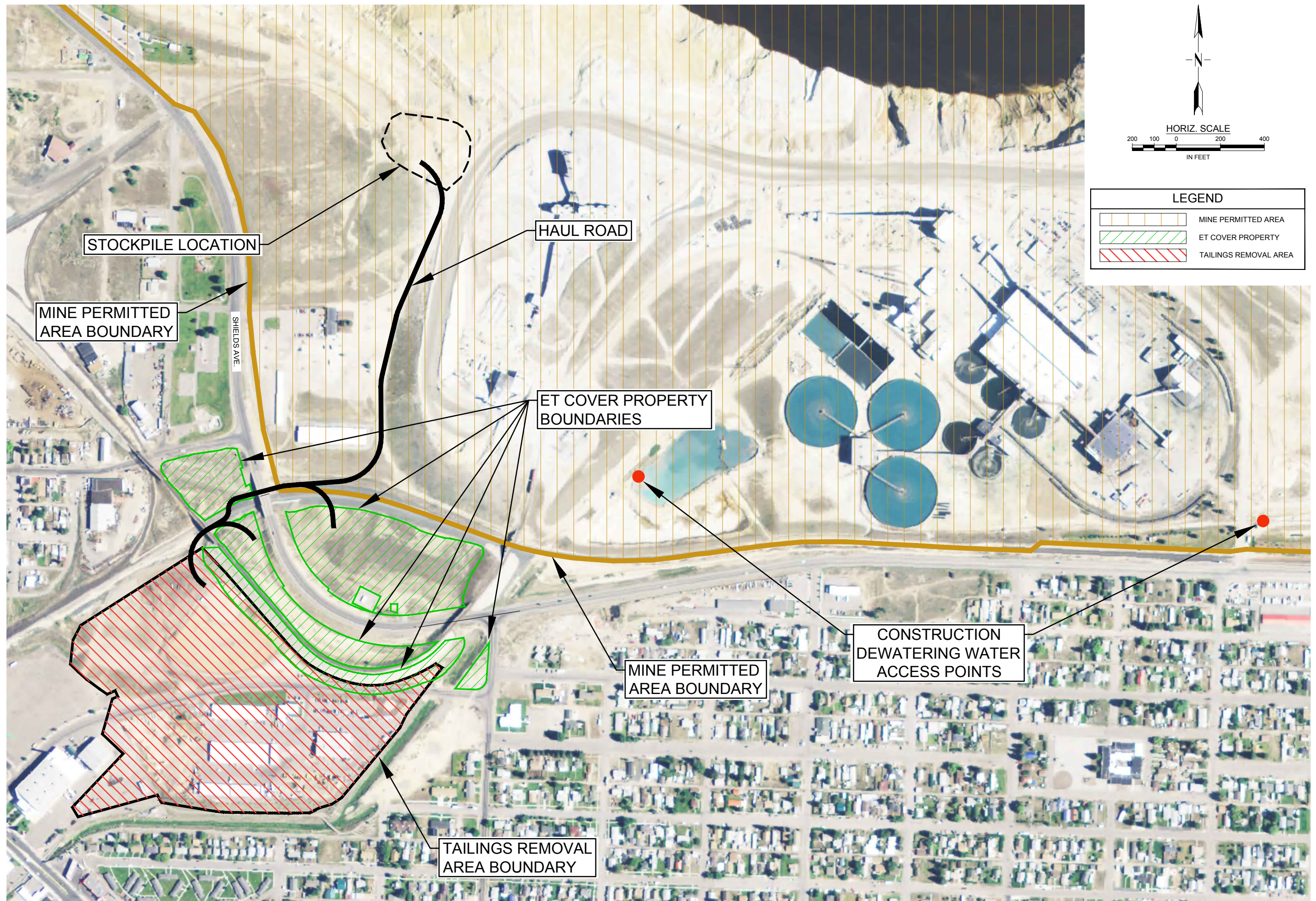


Exhibit B

Transport and Placement Specifications

1. General

- **Mine Safety Health Act:** The State shall be solely responsible for ensuring that entry onto and all activities within the Mine Permitted Area are in compliance with the Mine Safety Health Act of 1977, as amended, and all regulations promulgated pursuant thereto.
- **Mobilization:** No mobilization activities shall occur on the Mine Permitted Area.
- **Safety:** The State shall take all actions necessary to ensure that all activities on the Mine Permitted Area are conducted safely and in compliance with all safety regulations and statutes. All persons entering the Mine Permitted Area shall have received MR site specific safety training provided by MR and such training as required by the Mine Safety Health Act. The State shall ensure that MR is immediately notified of any incident with a high potential for a fatality or any incident resulting in a fatality. The State shall ensure that Contractors develop and adhere to a project specific Health and Safety Plan.
- **Security:** The State shall not allow public and unauthorized access to the Mine Permitted Area. The State shall ensure that Contractors develop and adhere to a project specific Site Security Plan.
- **Regulatory Compliance and Permits:** The State shall be solely responsible for: (i) ensuring that all activities on the Mine Permitted Area are conducted in full compliance with all regulatory and statutory requirements; and (ii) obtaining all permits (including without limitation any related to storm water).
- **Preservation/Non-Interference with Infrastructure:** The State shall take all actions necessary to ensure that all activities on the Mine Permitted Area are conducted so as to preserve and not interfere with existing infrastructure.

2. Haul Road

- **Location:** The Haul Road shall be constructed across the Mine Permitted Area to the Stockpile Location in the location and alignment shown on attached Ex. 4-1.
- **Construction Details:** The Haul Road shall be constructed in the Mine Permitted Area in the location and alignment shown on attached Ex. 4-1 in the manner described in Exs. 4-2, 4-3, 4-5, and 4-10.
- **Time of Access:** In the Mine Permitted Area, access to the Haul Road shall occur between the hours of 7:00 am to 7:00 pm.
- **Signage:** The State shall sign the Haul Road in a manner to ensure safe use of the Haul Road and compliance with all regulatory and statutory requirements.
- **Storm Water:** All storm water associated with the Haul Road shall be managed by the State in compliance with all regulations and statutes. The activities of the State shall be carried out in a manner to protect MR's storm water controls and routing.
- **Dust Control:** In the Mine Permitted Area, the State shall take all actions necessary to prevent dust emissions at and from the Haul Road while the Parrot Tailings are being hauled on the Haul Road.

- **Snow Removal:** The State shall remove snow from the Haul Road during the periods that the Parrot Tailings are being hauled on the Haul Road. Snow removal activities shall be conducted during the hours of 7:00 am to 7:00 pm in a manner that does not interfere with MR's Operations or obligations under the Access Agreement.
- **Removal of Haul Road:** Within the Mine Permitted Area the State shall remove the Haul Road and restore the property to the original contours prior to October 1, 2022.

3. Transport of Parrot Tailings to Stockpile Location

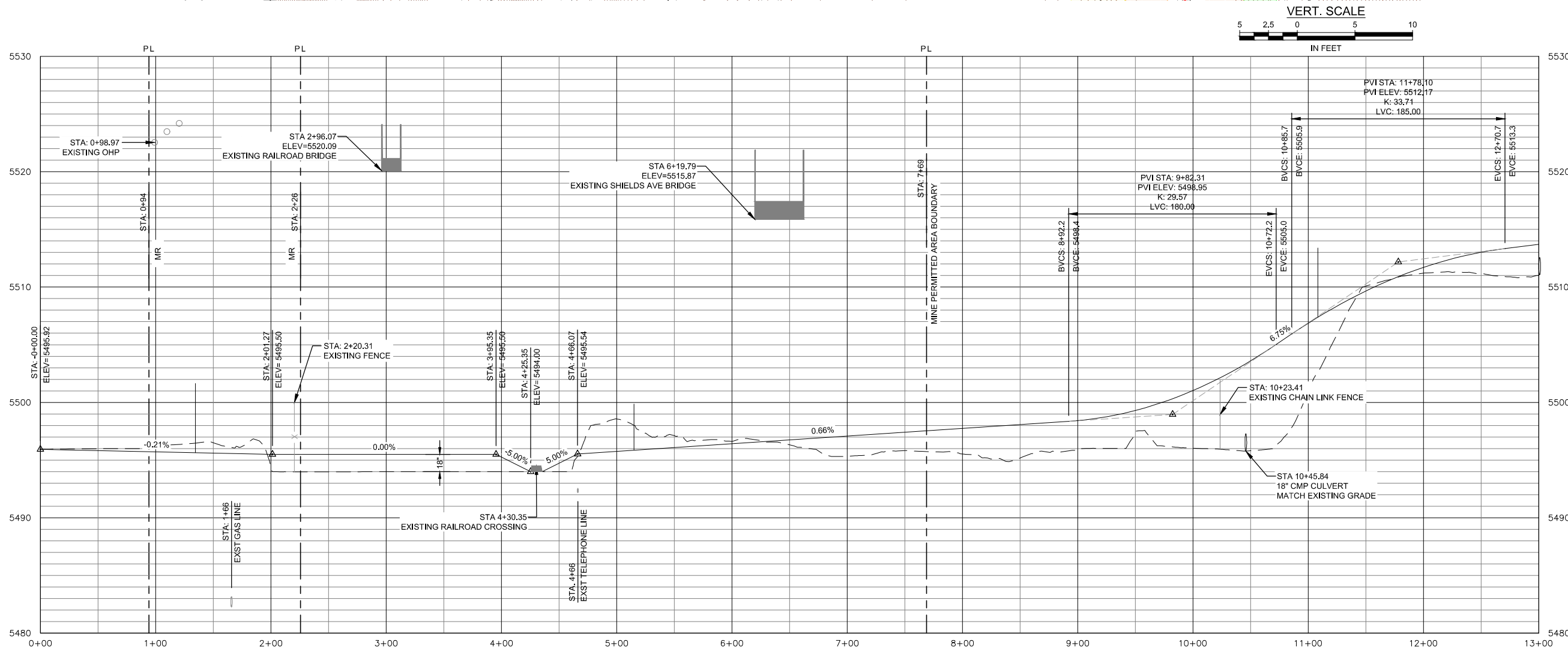
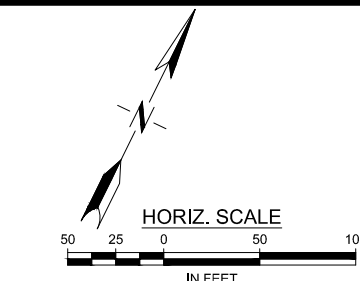
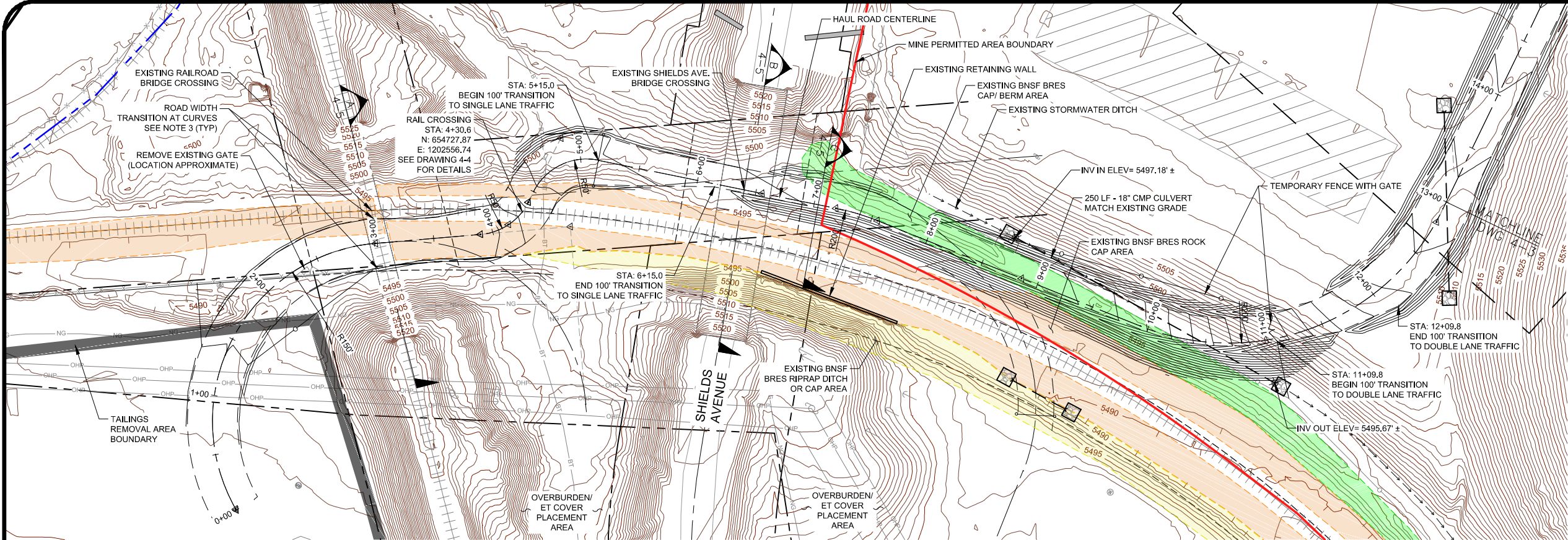
- **Haul Road:** The State shall transport Parrot Tailings to the Stockpile Location via the Haul Road during the hours of 7:00 am to 7:00 pm.
- **Stockpile Location:** The State shall place the Parrot Tailings in the Stockpile Location in an orderly manner to maximize the storage capacity of the Stockpile Location.
- **Volume Limitation:** The State shall not transport more than 350,000 cu yds. of Parrot Tailings to the Stockpile Location.

4. Stockpile Location

- **Time of Access:** Access to the Stockpile Location shall occur between the hours of 7:00 am to 7:00 pm.
- **Dust Control:** Except for time periods when access is suspended, the State shall take all actions necessary to control dust emissions at and from the Stockpile Location during the time period 7:00 am to 7:00 pm and shall leave the Stockpile Location sufficiently wetted at 7:00 pm so as to prevent dust emissions during the night.
- **Snow Removal:** Except for time periods when access is suspended, the State shall remove snow from the Stockpile Location during the time period of 7:00 am to 7:00 pm. Snow removal activities shall be conducted in a manner that does not interfere with MR's obligations under the Access Agreement.

5. Construction Dewatering Water

- **Access Points:** If access is needed for Construction Dewatering Water, the State shall select one of the two Construction Dewatering Access Points for delivery of Construction Dewatering Water to MR and provide notification to MR which Construction Dewatering Access Point will be utilized. If the State selects the emergency pond location, delivery will be via pipeline, and the State shall provide MR the plan showing the construction details including location of the pipeline. If the State selects use of the clear-water ditch, delivery will be via truck during the time period 7:00 am to 7:00 pm.
- **Flow Rate:** The State shall monitor the flow rate of the Construction Dewatering Water delivered to the selected Construction Dewatering Access Point. Deliveries shall not exceed a flow rate of 100gpm.
- **Volume Limitation:** The State shall not deliver more than 144,000gpd to the Construction Dewatering Access Point.
- **Pipe Removal:** On or before October 1, 2022, the State shall remove any pipe and infrastructure it installs and restore any areas disturbed related to the Construction Dewatering Access Points to their original condition prior to installation.



HAUL ROAD CENTERLINE PROFILE STA. 0+00 TO STA. 13+00

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Date Drawn By

No.

Description

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HAUL ROAD PLAN AND

PROFILE

STA. 0+00 TO STA. 13+00

PROJECT NAME: BAO PARROT TAILINGS REMOVAL

LOCATION: BUTTE, MONTANA

FILE NO. EX 4-2 HAUL RD P&P.dwg

JOB NO. NRDP02

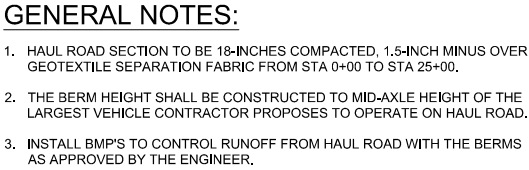
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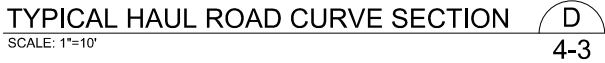
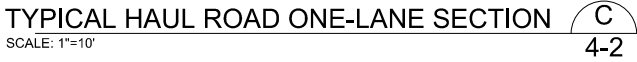
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DRAWING NO.

EX 4-2



PATRIOT RAILROAD UNDERPASS SECTION A

[illegible]

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HAUL ROAD
MISCELLANEOUS
DETAILS 1 OF 2

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DATE:	12/7/16
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CHECKED BY:	MB

DRAWING NO.
EX 4-5

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