

U.S. Department of the Interior
Bureau of Land Management
White River Field Office
220 E Market St
Meeker, CO 81641

CATEGORICAL EXCLUSION

NUMBER: DOI-BLM-CO-110-2012-0028-CX

CASEFILE/PROJECT NUMBER: COC-0120057

PROJECT NAME: Shell Frontier Preference Right Sodium Lease Renewal COC-0120057

LEGAL DESCRIPTION: Sixth Principal Meridian

T. 2 S., R. 98 W.

Section 3, lots 16 to 19, inclusive;

Section 4, lots 5 to 20, inclusive;

Section 5, lots 1 to 3, inclusive, S $\frac{1}{2}$ NE, SENW, NESW, S $\frac{1}{2}$ SW,
and SE;

Section 8, all;

Section 9, N $\frac{1}{2}$ N $\frac{1}{2}$, SWNE, S $\frac{1}{2}$ NW

(2,186.76 acres)

APPLICANT: Shell Frontier Oil & Gas Inc.

DESCRIPTION OF PROPOSED ACTION:

Background/Introduction: Shell Frontier Oil & Gas Inc. (Shell) is the current lessee of Preference Right Sodium Lease COC-0120057. Shell is also the lessee of a 10 year, 160 acre Oil Shale Research, Development and Demonstration (R,D&D) Lease (COC69166) effective since January 1, 2007 which encumbers COC-120057 (see Map 1 and 2). On August 10, 2011 the Bureau of Land Management (BLM) approved Shell's "Plan of Development for Research, Development and Demonstration Activities on Oil Shale Research, Development and Demonstration (RDD) Lease COC 69166 and Nahcolite Preference Right Sodium Lease COC-0120057 Multi-Mineral RDD". This plan incorporates the recovery of sodium minerals prior to the development oil shale resources. No sodium production has occurred from the lease during the initial 20 year term.

Proposed Action: All federal sodium leases issued after August 4, 1976 are subject to renewal at the end of the first 20-year term and every subsequent 10 year term thereafter. The above mentioned preference right sodium mineral lease was originally issued effective March 1, 1992 for a period of twenty years. This is the first renewal following the initial 20 year lease term. Terms, conditions, and stipulations of the existing leases need to be reviewed to determine applicability to current management. (See attached Preference Right Sodium Lease C-0120057.)

PLAN CONFORMANCE REVIEW: The Proposed Action is subject to and has been reviewed for conformance with (43 CFR 1610.5-3, BLM 1601.08) the following plan:

Name of Plan: White River Record of Decision and Approved Resource Management Plan (ROD/RMP).

Date Approved: July 1, 1997

Decision Number/Page: 2-6

Decision Language: “Facilitate the orderly and environmentally sound development of sodium resources occurring on public lands.”

CATEGORICAL EXCLUSION REVIEW: The Proposed Action qualifies as a categorical exclusion under 516 DM 11.9, Number F-2: “*Approval of mineral lease readjustments, renewals, and transfers including assignments and subleases.*”

The Proposed Action has been reviewed with the list of extraordinary circumstances (43 CFR 46.215) described in the table below.

Extraordinary Circumstance	YES	NO
a) Have significant adverse effects on public health and safety.		X
b) Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; national monuments; migratory birds; and other ecologically significant or critical areas.		X
c) Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources.		X
d) Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		X
e) Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.		X
f) Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.		X
g) Have significant impacts on properties listed, or eligible for listing, in the National Register of Historic Places as determined by either the bureau of office.		X
h) Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species.		X

Extraordinary Circumstance	YES	NO
i) Violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment.		X
j) Have a disproportionately high and adverse effect on low income or minority populations		X
k) Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly affect the physical integrity of such sacred sites.		X
l) Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species.		X

INTERDISCIPLINARY REVIEW:

The Proposed Action was presented to, and reviewed by, the White River Field Office interdisciplinary team on 12/20/2011. A complete list of resource specialists who participated in this review is available upon request from the White River Field Office. The table below lists resource specialists who provided additional remarks concerning cultural resources and special status species.

Name	Title	Resource	Date
Kristin Bowen	Archaeologist	Cultural Resources, Native American Religious Concerns	1/27/2012
Lisa Belmonte	Wildlife Biologist	Special Status Wildlife Species	1/24/2012
Zoe Miller	Ecologist	Special Status Plant Species	2/9/2012

REMARKS:

Cultural Resources: Terms, conditions, and stipulations of the existing lease all still apply, and will protect against impacts to cultural resources.

Native American Religious Concerns: No known concerns.

Special Status Wildlife Species: The only listed species that has potential to be directly influenced by development of the proposed leases is the Colorado pikeminnow. While the species occurs in the White River below Taylor Draw Dam and Kenney Reservoir, the White River and its 100-year floodplain from Rio Blanco Lake to the Utah state line are designated critical habitat for the pikeminnow. The White River in Colorado does not appear to support spawning activity, young-of-year nurseries, or juvenile concentrations areas for the Colorado pikeminnow. Additionally, while the listed bonytail, humpback chub, and razorback sucker do not occur in the White River, water depletions in the White River adversely affect these species' downstream habitats in the Green River.

Several BLM-sensitive animal species are known to inhabit or may be indirectly influenced from development of the proposed lease parcels, including northern goshawk, Brewer's sparrow, Townsend's big-eared bat, big free-tailed bat, fringed myotis, flannelmouth sucker, mountain sucker, roundtail chub, and bluehead sucker.

The roundtail chub and bluehead sucker are confined to the White River. Flannelmouth sucker and mountain sucker occur in Piceance Creek with mountain sucker inhabiting Yellow Creek as well.

Although the distribution of bats in the WRFO is incompletely understood, recent acoustic surveys in the Piceance Basin and along the lower White River have documented the localized presence of Townsend's big-eared and big free-tailed bats along larger perennial waterways. These bats typically use caves, mines, bridges, and unoccupied buildings for night, nursery, and hibernation roosts, but in western Colorado, single or small groups of bats use rock crevices and tree cavities. Although rock outcrops and mature conifers suitable as temporary daytime roosts for small numbers of bats are widely available in the project area there are no underground mines or known caves, and unoccupied buildings are extremely limited in the project area. Birthing and rearing of young occurs in May and June, and young are volant by the end of July. The big free-tailed bat is not known to breed in Colorado.

The WRFO has about six recent records of goshawk nesting in the Piceance Basin, the nearest being approximately seven miles from the project area. Based on BLM's experience, goshawks nest at low densities throughout the Basin in mature pinyon-juniper woodlands above 6,500 ft and Douglas-fir and aspen stands. Goshawks establish breeding territories as early as March and begin nesting by the end of April. Nestlings are normally fledged and independent of the nest stand by mid-August.

Brewer's sparrows are common and widely distributed in virtually all big sagebrush, greasewood, saltbush, and mixed brush communities throughout the Resource Area. These birds are typically one of the most common members of these avian communities and breeding densities generally range between 10-40 pairs per 100 acres. Although most abundant in extensive stands of sagebrush, the birds appear regularly in small (one to two acre) sagebrush parks scattered among area woodlands and there is a strong possibility that they may be found nesting on every lease parcel. Typical of most migratory passerines in this area, nesting activities normally take place between mid-May and mid-July.

Special Status Plant Species: Terms, conditions, and stipulations of the existing lease address all concerns related to special status plant species and are still valid.

MITIGATION:

Threatened and Endangered Fish Species: The BLM understands that Shell is anticipating the development of oil shale minerals in conjunction with sodium minerals. As such BLM considers the U. S. Fish and Wildlife Service (FWS) Biological Opinion dated September 12, 2006 rendered for the Oil Shale Research, Development and Demonstration (RD&D) Lease (COC

69166) to adequately cover water depletions associated with the development of sodium minerals. Any modification (increase) in the depletion amounts originally consulted on would require re-initiation of consultation with the FWS.

Migratory Birds (including BLM-Sensitive and Birds of Conservation Concern): Shell will minimize impacts to migratory birds by implementing the following measures:

- Surveys may be required prior to construction initiation for special status migratory bird species and Birds of Conservation Concern (BCC).
- Minimize, where possible, vegetation clearing while migratory birds are nesting (typically May 15 – July 15).
- Facilities and rights-of-way may be moved to minimize the direct involvement (i.e., surface occupancy and vegetation clearing) of those communities that are associated with BLM-sensitive and BCC through the application of Conditions of Approval (i.e., less than 660-foot moves) or moves negotiated during on-site inspections.
- If reserve pits are deemed necessary on site, ensure that pits are lined, fenced on all four sides with net-wire and, and covered with plastic barrier to exclude both large and small animals and netted to prevent birds from accessing these pits. Plastic flagging has proven to be ineffective at deterring migratory waterfowl from using reserve pits for foraging, resting, or as a source of free water. The Operator will notify the BLM via Sundry Notice of the method that will be used to prevent impacts to migratory birds two weeks prior to the date when completion activities are expected to begin. The BLM-approved method will be applied within 24 hours after completion activities have begun.
- All lethal and non-lethal events that adversely affect migratory birds will be reported to the White River Field Office Wildlife Biologist immediately.

Woodland Raptors (including Special Status Raptor Species) and BLM-Sensitive Bat Species: Shell will minimize impacts to woodland raptors and BLM-sensitive bat species by implementing the following measures: If surveys reveal woodland raptors to be present:

- No development activities are allowed within ½ mile of identified nest sites of listed, candidate, or BLM-sensitive raptor species (except bald eagle and ferruginous hawk) from February 1 through August 15, or until fledgling and dispersal of young. Development activities are allowed from August 16 through January 31.
- No development activities allowed within ¼ mile of identified nests of other special status raptor species from February 1 through August 15, or until fledgling and dispersal of young. Development activities are allowed from August 16 through January 31.
- No development allowed within one mile of identified nests of ferruginous hawks from February 1 through August 15, or until fledgling and dispersal of young. Development activities are allowed from August 16 through January 31.
- No surface occupancy within ¼ mile of an identified nest of an Endangered Species Act (ESA) listed, proposed, candidate or BLM-sensitive raptor species.
- No surface occupancy within 1/8 mile of an identified nest of other raptor species.
- Facilities and rights-of-way may be moved to minimize the direct involvement (i.e., surface occupancy and vegetation clearing) of those communities that are associated with woodland raptor species including special status species and BLM-sensitive bat species through the application of Conditions of Approval (i.e., less than 660-foot moves) or moves negotiated during on-site inspections.

COMPLIANCE PLAN: On-going compliance inspections and monitoring will be conducted by the BLM White River Field Office staff during and after construction in accordance with the approved "Plan of Development for Research, Development and Demonstration Activities on Oil Shale Research, Development and Demonstration (RDD) Lease COC 69166 and Nahcolite Preference Right Sodium Lease C-0120057 Multi-Mineral RDD"

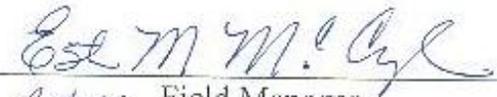
NAME OF PREPARER: Paul Daggett

NAME OF ENVIRONMENTAL COORDINATOR: Heather Sauls

COMPLIANCE WITH NEPA

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, F-2. This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The Proposed Action has been reviewed, and none of the extraordinary circumstances described in 43 CFR 46.215 apply.

SIGNATURE OF AUTHORIZED OFFICIAL:


Acting Field Manager

DATE SIGNED: 2/10/12

ATTACHMENTS:

Preference Right Sodium Lease C-0120057

Map 1

Map 2

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPT. OF INTERIOR
BUREAU OF LAND MANAGEMENT
COLORADO

Serial Number

C-0120057

Preference Right Sodium Lease

'92 JAN 31 12:01

PART 1. LEASE RIGHTS GRANTED.

This lease, entered into by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called lessor, and

(100%) 2535 South Colorado Blvd., Denver, CO 80219
Natrona Resources, Inc. (25%), 1622 South Owens Street, N-189, Lakewood, Colorado 80226
Hogle Investment Company (25%), 220 Kearns Building, Salt Lake City, Utah 84101
Barbara Jean Juhan Hunter (16 2/3%), 530 Burton Drive, Tucson, Arizona 85704
Edward N. Juhan (16 2/3%), 7675 West 14th Avenue, Lakewood, Colorado 80215
Juhan Family Irrevocable Trust (16 2/3%), 4646 East Second Street, Tucson, Arizona 85711

hereinafter called lessee, is effective MAR 1 1992 for a period of 20 years, with preferential right in the lessee to renew for successive periods of 10 years under such terms and conditions as may be prescribed by the Secretary of the Interior, unless otherwise provided by law at the expiration of any period, and provided that the sodium is being produced in paying quantities at the end of the initial 20-year period and, if renewed, at the end of each successive 10-year period.

Sec. 1. This lease is issued pursuant and subject to the terms and provisions of the Mineral Leasing Act of 1920, as amended and supplemented, 41 Stat. 437, 30 U.S.C. 181-287, hereinafter referred to as the Act; and to the regulations and formal orders of the Secretary of the Interior which are now or hereafter in force, specifically including, but not limited to, 43 CFR 23 (to the same extent as if the operations under this lease were surface mining), 3500, 3520, and 3590, when not inconsistent with the express and specific provisions herein.

Sec. 2. Lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, hereby grants and leases to lessee the exclusive right and privilege to explore for, drill for, mine, extract, remove, beneficiate, concentrate, or otherwise process and dispose of the sodium deposits in the Saline Zone, hereinafter referred to as "leased deposits," in, upon, or under the following described lands:

T. 2 S., R. 98 W., 6th P.M.

- sec. 3, lots 16 to 19, inclusive;
- sec. 4, lots 5 to 20, inclusive;
- sec. 5, lots 1 to 3, inclusive, S 1/2 NE 1/4, SE 1/4 NW 1/4, NE 1/4 SW 1/4, S 1/2 SW 1/4, and SE 1/4;
- sec. 8, all;
- sec. 9, N 1/2 N 1/4, SW 1/4 NE 1/4, and S 1/2 NW 1/4,

containing 2186.76 acres, more or less, together with the right to construct such works, buildings, plants, structures, equipment, and appliances and the right to use such on-lease rights-of-way which may be necessary and convenient in the exercise of the rights and privileges granted, subject to the conditions herein provided.

Sec. 3. DEFINITIONS. The following definitions shall be used in the interpretation of this lease:

(a) "Oil Shale" is a fine-grained sedimentary rock containing organic matter which was derived chiefly from aquatic organisms or waxy spores or pollen grains, which is only slightly soluble in ordinary petroleum solvents, and of which a large proportion is distillable into artificial petroleum. This term is applicable to any argillaceous, carbonate, or siliceous sedimentary rock which will yield oil upon destructive distillation. In this lease, "destructive distillation" means the process of decomposition of oil shale where heat is applied to a temperature at which the hydrocarbons are converted to vapors and/or liquids.

(b) "Saline Zone" in this lease means the lower part of the Parachute Creek Member of the Green River Formation in the Piceance Creek Basin, the top of which zone is defined at any point by the characteristic "dissolution surface" and the bottom of which is defined at any point by the horizon marker designated as the "Blue Marker," which forms the approximate base of the Parachute Creek Member.

(c) "Leased deposits" means (1) all sodium compounds and any related products thereof in the Saline Zone not intermingled with oil shale averaging 25 gallons of shale oil or more per ton of rock mined (hereinafter referred to as "25 g.p.t. oil shale"), such average to be determined monthly for each calendar month by modified Fischer assays of the rock mined by lessee for processing or beneficiation by any method, and (2) all sodium compounds and any related products within the Saline Zone which are intermingled with 25 g.p.t. oil shale and which can be mined, extracted, processed, beneficiated, used, and disposed of without the destructive distillation of the 25 g.p.t. oil shale and without significantly changing the composition of the 25 g.p.t. oil shale or rendering it more unsuitable in any material respect for development, retorting, processing, use, or disposition. As used herein, the term "related products" shall, in no event, include oil shale.

Sec. 4. PROTECTION OF OIL SHALE DEPOSITS. (a) Except as expressly provided in subsections (b), (c), and (d) below, the lessee shall not:

(1) utilize process solutions in excess of 300 degrees Fahrenheit for in situ solution mining of sodium compounds without the express permission of the authorized officer;

(2) mine, extract, retort, process, use, or dispose of any oil shale, or organic matter or the products thereof contained in or derived from any such oil shale, situated above or below the Saline Zone in the lands described in Sec. 2 above;

(3) mine, extract, retort, process, use, or dispose of any 25 g.p.t. oil shale, or organic matter or the products thereof contained in or derived from any such 25 g.p.t. oil shale, situated in the Saline Zone; or

(4) use, remove from the leased premises, or dispose of any oil shale, or organic matter or the products thereof contained in or derived from any such oil shale, averaging more than 10 gallons of shale oil per ton from the Saline Zone, such average to be determined by modified Fischer assays.

(5) It is expressly understood and agreed that the lessee shall not have any right to, and shall not, burn or otherwise use for fuel or energy production purposes any oil shale situated in or under the lands described in Sec. 2 above.

(b) The lessee shall have the right and privilege to:

(1) mine and extract oil shale or other material located above the Saline Zone for the sole purpose of emplacing shafts or other entries as are necessary, and are authorized by the authorized officer, to gain access to the leased deposits for mining, extraction, and removal operations, and

(2) mine, extract, and process by non-retorting methods, which are chemical or mechanical and do not require the use of heat, 25 g.p.t. oil shale intermingled with the leased deposits, but only to the extent necessary for and as an incident to the mining, extraction, processing, beneficiation and removal of the leased deposits, provided that the authorized officer determines there is no significant extraction or removal of 25 g.p.t. oil shale and determines that 25 g.p.t. oil shale is not rendered unfit or significantly lowered in quality for retorting purposes by such mining, extraction, processing, and beneficiation.

(c) As required by the terms of this lease or as directed by the authorized officer, the lessee shall have the right and the duty to store and to protect all 25 g.p.t. oil shale which has been mined and all other oil shale which, after mining, has become 25 g.p.t. oil shale as a result of processing or beneficiation.

(1) Except as otherwise provided herein or unless otherwise authorized in writing by the authorized officer, the lessee shall, prior to disposition, process or beneficiate any leased deposits in mined material to extract sodium compounds therefrom where that material contains oil shale averaging more than 10 gallons of shale oil per ton

of rock mined, but less than 25 gallons of shale oil per ton, such average to be determined by modified Fischer assays. The lessee shall perform any processing or beneficiation in such a manner that separates from the leased deposits that quantity of contained organic matter necessary to limit the shale oil content, if any, to not more than an average of 10 gallons per ton in the material removed from the leased premises.

(2) The lessee shall store or dispose of, as determined and directed by the authorized officer, residue and/or waste materials which have been separated from the leased deposits or products thereof during or as a result of mining, extraction, processing, beneficiation, retorting or other operations conducted under this lease, where the aforesaid storage or disposal is not otherwise provided for or authorized by Sec. 4(c) or Sec. 4(d), Part I, of this lease.

(3) It is expressly understood that the processed 25 g.p.t. oil shale or other processed oil shale and, upon the termination of this lease, any sodium compounds intermingled therewith, shall remain the sole property of the lessor and shall be subject to disposition at any time by the lessor as provided in Sec. 7 of this lease or as otherwise determined by the authorized officer.

(d) In the event that retorting or processing of the leased deposits results in the production of any shale oil whatsoever, all such shale oil shall be and shall remain the exclusive property of the lessor, any provision in this lease to the contrary notwithstanding, and shall be disposed of by the lessor.

(1) At lessor's option, and at the direction of the authorized officer given within a reasonable time after its production, the lessee shall dispose of such shale oil, if any, on terms that are just and reasonable and do not require lessee to bear the costs of disposing of the shale oil. It is understood that, if lessee is required by lessor to store such shale oil, the costs of such storage shall be initially borne by lessee but the lessor shall credit such costs against royalties payable under this lease by the lessee as those royalties become due and payable.

(2) Any contract or other agreement entered into by the lessee or its successors in interest for the sale, transfer, or disposal of all or part of the leased deposits or the products thereof shall specifically provide that the purchaser or transferee, and its successors in title, neither intends to, nor shall produce, shale oil therefrom. The lessee shall make no further sale or transfer of any leased deposit or any products thereof to any purchaser, or any of its successors in title, of any leased deposit or the products thereof who has violated such contractual provision. Moreover, the lessee shall take whatever action may be necessary either to recover for the lessor any shale oil so produced in any significant quantity which is then still in existence or to recover damages which shall be payable to the lessor if any such significant quantities of shale oil have been produced and are no longer in existence.

PART II. TERMS AND CONDITIONS

Sec. 1. (a) RENTAL RATE - Lessee shall pay lessor rental annually and in advance for each acre or fraction thereof during the continuance

of the lease at the rate of 25 cents for the first calendar year or fraction thereof, 50 cents for the second, third, fourth, and fifth calendar years respectively, and \$1 for the sixth and each succeeding calendar year.

(b) RENTAL CREDITS - The rental for any year will be credited against the first royalties as they accrue under the lease during the year for which rental was paid.

Sec. 2. (a) PRODUCTION ROYALTIES - Lessee shall pay lessor a production royalty of 5 percent of the gross value of the output of the leased deposits at the point of shipment to market. Such production royalty is due the last day of the month next following the month in which the minerals are sold or removed from the leased lands.

(b) MINIMUM ANNUAL PRODUCTION AND MINIMUM ROYALTY - Beginning with the sixth lease year:

(1) Lessee shall produce on an annual basis a minimum amount of 1,000 tons of sodium or related products through the tenth lease year, 2,000 tons the eleventh through fifteenth lease years, and 3,000 tons thereafter for the remainder of the initial 20-year lease term; or

(2) At the request of the lessee, made prior to initiation of the lease year, the authorized officer may allow in writing the payment of a \$3.00 per acre or fraction thereof minimum royalty in lieu of production for any particular lease year. Minimum royalty payments shall be credited to production royalties for that year only.

(3) The authorized officer shall not accept payment of minimum royalty for more than a total of 10 years during the initial lease term.

Sec. 3. SUSPENSION - Lessee shall notify the authorized officer when operations are interrupted by strikes, the elements, or casualties not attributable to the lessee. Upon application of lessee, lessor may approve suspension of operations under the lease when marketing conditions are such that the lease cannot be operated except at a loss. In the interest of conservation of natural resources, the lessor may waive, suspend, or reduce rental, or minimum royalty, or reduce royalty, and may direct or assent to the suspension of operations and production under this lease in accordance with section 39 of the Mineral Leasing Act, 30 U.S.C. 209.

Sec. 4. BONDS - Lessee shall maintain in the proper office an initial lease bond in the amount of \$5,000, or in lieu thereof, an acceptable statewide or nationwide bond. The authorized officer may adjust the bond amount as determined appropriate for operations under this lease. Lessor shall require a lease bond sufficient to satisfy rental and royalty payments as well as lessee's performance bond under 43 CFR 23 for operations and reclamation requirements in the event that lessee fails to fully comply with lease terms, conditions, and stipulations.

Sec. 5. DOCUMENTS, EVIDENCE AND INSPECTION - At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

Lessee shall keep open at all reasonable times, for the inspection of

any duly authorized officer of lessor, the leased premises and all surface and underground improvements, works, machinery, ore stock-piles, equipment, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or under the leased lands.

Lessee either shall submit or shall provide lessor access to, and copying of, documents reasonably necessary to verify lessee compliance with terms and conditions of the lease.

While this lease remains in effect, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. WATER RIGHTS - All water rights developed by the lessee through operations on the lease lands shall immediately become the property of the lessor. Lessee shall have the right to use those water rights free of charge for operations under this lease.

Sec. 7. CONDUCT OF OPERATIONS - (a) Lessee shall exercise reasonable diligence, skill, and care in the operation of the property, and shall carry on all operations, having due regard for the prevention of injury to life, health, or property, and prevention of waste or damage or degradation to any land, water, or mineral resources.

(1) Lessee shall not conduct exploration or operations, other than casual use, prior to approval of plans of exploration or operations by lessor and the receipt of necessary permits.

(2) Lessee shall carry on all operations in accordance with approved methods and practices, and as provided in the operating regulations and in the approved mining plan, in a manner that minimizes adverse impacts to the land, air, water, cultural, biological, visual, and other resources, including mineral deposits and formations of mineral deposits not leased hereunder, and to other land uses or users. Lessee shall take measures deemed necessary by lessor to accomplish the intent of this lease term. Such measures may include, but are not limited to, modification to proposed siting or design of facilities, timing of operations, and specification of interim and final reclamation procedures.

(3) Lessor reserves to itself the right to lease, sell, or otherwise dispose of the surface or other mineral deposits in the lands and the right to continue existing uses and to authorize future uses upon or in the leased lands, including issuing leases for mineral deposits not covered hereunder and approving of easements or rights-of-way. Lessor expressly reserves the right to issue oil shale leases for all or any part of the lands subject to this lease, including the Saline Zone. Lessor also reserves the right to issue sodium leases for all or any part of the lands subject to this lease, excluding the Saline Zone, giving due regard to the rights of lessee to the deposits leased herein. Lessor shall condition such uses to prevent unnecessary or unreasonable interference with rights of lessee as may be consistent with concepts of multiple use and multiple mineral development.

(b) *Exploration, Development, and Production of Leased Deposits and Other Operations in Oil Shale or Other Leasable Deposits* - Lessee shall not conduct exploration or mining operations that the

authorized officer determines:

(1) would be hazardous to the concurrent or future production of mineral deposits under existing leases issued pursuant to the Act for the same lands, of oil shale not located in the Saline Zone, or of the 25 g.p.t. oil shale in the Saline Zone in the same lands;

(2) would interfere with the orderly concurrent or future development and production of mineral deposits under existing leases issued pursuant to the Act for the same lands, of oil shale not located in the Saline Zone, or of 25 g.p.t. oil shale in the Saline Zone in the same lands, unless the Secretary determines that the interest of the United States would be served thereby; or

(3) would result in undue waste of mineral deposits subject to existing leases issued pursuant to the Act for the same lands or of oil shale in the same lands. Operations conducted in conformity with the provisions of subsections 4(b), (c), and (d) of Part I of this lease shall not be deemed to cause undue waste of oil shale.

(4) Lessee shall make available for inspection by the holder of any oil shale lease issued for the same lands, or any zone thereof, maps of mine workings and surface installations and records of core analyses required to be filed pursuant to the applicable operations regulations insofar as such maps and records are pertinent to the development and protection of oil shale deposits.

Sec. 8. PROTECTION OF DIVERSE INTERESTS, AND EQUAL OPPORTUNITY - Lessee shall: pay when due all taxes legally assessed and levied under the laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; restrict the workday to not more than 8 hours in any one day for underground workers, except in emergencies; and take measures necessary to protect the health and safety of the public. No person under the age of 16 years shall be employed in any mine below the surface. To the extent that laws of the State in which the lands are situated are more restrictive than the provisions in this paragraph, then the State laws apply.

Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec 9. (a) TRANSFERS - This lease may be transferred in whole or in part to any person, association or corporation qualified to hold such lease interest.

(b) **RELINQUISHMENT** - Lessee may relinquish in writing at any time all rights under this lease, or any portion thereof, as provided in the regulations. Upon lessor's acceptance of the relinquishment, lessee shall be relieved of all future obligations under the lease or the relinquished portion thereof, whichever is applicable.

Sec. 10. DELIVERY OF PREMISES, REMOVAL OF MACHINERY, EQUIPMENT, ETC. - At such time as all or portions of this lease are returned to lessor, lessee shall deliver up to lessor the land leased, underground timbering, and such other supports and structures necessary for the preservation of the mine workings on the leased premises or deposits and place all workings and wells in condition for suspension or abandonment. Within 180 days thereof, lessee shall remove from the premises all other structures, machinery, equipment, tools, and materials that it elects to or as required by the authorized officer. Any such structures, machinery, equipment, tools, and materials remaining on the leased lands beyond 180 days, or approved extension thereof, shall become the property of the lessor, but lessee shall either remove any or all such property or shall continue to be liable for the cost of removal and disposal in the amount actually incurred by the lessor. If the surface is owned by third parties, lessor shall waive the requirement for removal, provided the third parties do not object to such waiver.

Prior to the termination of bond liability or at any other time when required, and in accordance with all applicable laws and regulations, lessee shall reclaim all lands the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities on the leased lands, and reclaim access roads or trails. Lessee shall take all actions necessary to temporarily or permanently abandon the leased lands in accordance with the abandonment plan approved by the authorized officer.

Sec. 11. PROCEEDINGS IN CASE OF DEFAULT - If lessee fails to comply with applicable laws, existing regulations, or the terms, conditions and stipulations of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation by the lessor only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 12. HEIRS AND SUCCESSORS-IN-INTEREST - Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 13. INDEMNIFICATION - Lessee shall indemnify and hold harmless the United States from any and all claims arising out of the lessee's activities and operations under this lease.

Sec. 14. SPECIAL STATUTES - This lease is subject to the Federal Water Pollution Control Act (33 U.S.C. 1151-1175), the Clean Air Act (42 U.S.C. 1857 et seq.), and to all other applicable laws pertaining to exploration activities, mining operations and reclamation.

Sec. 15. SPECIAL STIPULATIONS - Special stipulations (a) Cultural Resources, (b) Paleontological Resources, (c) Threatened and

Endangered Species (Plants), (d) Scientific Study Site, (e) Wildlife, (f) Access, and (g) Mine and Reclamation Plans are attached to and made a part of sodium preference right lease C-0120057. These stipulations are also imposed upon lessee's employees and agents. The failure or refusal of any of these persons to comply with these stipulations shall be deemed a failure of the lessee to comply with the terms of the lease. Lessee shall require its agents, contractors, and subcontractors involved in activities on this lease to include these stipulations in the contracts between and among them. The special stipulations may be revised or amended, in writing, by mutual consent of the lessor and the lessee.

(a) **Cultural Resources.** Lessee shall undertake measures in accordance with instructions from the authorized officer to protect cultural resources on the leased lands. The lessee shall not commence any surface disturbing activities until permission to proceed is given by the authorized officer. For this cultural resources stipulation, the authorized officer of the BLM will be the Craig District Manager.

(1) Before undertaking any activities that may disturb the surface of the leased lands, lessee shall conduct a cultural resource Class III inventory on those lands that have not been previously inventoried and that may be affected by lease-related activities. The inventory shall be conducted by a qualified professional cultural resource specialist (i.e., archaeologist, historian, or historical architect, as appropriate) approved by the authorized officer of the BLM and in the manner specified by the authorized officer. Lessee shall submit a report of the inventory and recommendations for protecting any identified cultural resources to the authorized officer.

(2) Lessee shall protect all known cultural resource properties within the lease area from lease-related activities until the cultural resource mitigation measures can be implemented as part of an approved exploration plan or an approved mining plan.

(3) The cost of conducting the inventory, preparing reports, and carrying out mitigation measures shall be borne by the lessee.

(4) If cultural resources are discovered during operations under this lease, the lessee shall immediately bring them to the attention of the authorized officer. The lessee shall not disturb such resources except as subsequently authorized by the BLM. Within five (5) working days of notification, the authorized officer will evaluate or have evaluated any cultural resources discovered and will determine if any action may be required to protect or to preserve such discoveries. The cost of data recovery for cultural resources discovered during lease operations shall be borne by the lessee.

(b) **Paleontological Resources.** (1) Before undertaking any activities that may disturb the surface of the leased lands, lessee shall employ a qualified professional paleontologist to map the extent of the Class I and II geologic formations. The paleontological appraisal shall be conducted as directed by the authorized officer who may require a field survey of all outcrops within identified Class I and Class II areas. The BLM reserves the right to designate portions of any Class I or Class II areas as unsuitable for mining under this lease due to their sensitivity or to protect significant scientific value(s).

(2) Lessee shall not knowingly disturb, alter, destroy, or take any paleontological resources. Lessee shall immediately cease activities in the vicinity of any paleontological specimen that is discovered during its operations. Lessee shall protect the resource and report the discovery to the authorized officer. A paleontological specimen shall not be removed from the site until evaluated by a qualified professional paleontologist. Operations may not proceed until specifically authorized by the BLM. Lessor expressly reserves title to paleontological resources.

(3) Lessor reserves the right to conduct periodic compliance checks or to have these checks conducted by a qualified professional paleontologist during the stripping of overburden and the construction of appurtenant facilities in order to check for the existence of paleontological localities and to evaluate their significance.

(4) If a fossil is discovered which has projectile points or other human artifacts in or near it; is charred, split, or cut; or shows features indicative of human activity, all work, including construction work, excavation, and removal, shall immediately cease until a qualified professional archaeologist can evaluate on the fossil resource and determine its cultural affiliation and significance. If the archaeologist determines that a human association exists, the specimen shall be handled as a cultural resource under Sec. 15(a) as directed by the authorized officer.

(c) **Threatened and Endangered Species (Plants).** (1) Before undertaking any activities that may disturb the surface of the leased lands, lessee shall have a qualified professional conduct an intensive field inventory for threatened, endangered, sensitive, and rare plants in the manner specified by the authorized officer on those portions of the exploration area, mine plan area, or adjacent areas that were not previously inventoried at such a level of intensity and which may be adversely affected by lease-related activities.

(2) The inventory shall be conducted by a qualified professional approved by the authorized officer. A report of the inventory and recommendations for the protection of any species identified shall be submitted to the authorized officer. The lessee shall not commence any surface disturbing activities until the authorized officer has reviewed the report, determined whether mitigation is required, and given approval to proceed.

(d) **Scientific Study Site.** To protect a Colorado State University scientific study site, no surface occupancy shall be permitted within the following described area:

T. 2 S., R. 98 W., 6th P.M.
sec. 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ SW $\frac{1}{4}$.

(e) **Wildlife.** (1) Lessee shall develop, in consultation with the BLM, Colorado Division of Wildlife, and the U.S. Fish and Wildlife Service, a plan for replacing or offsetting impacts to animal populations and/or habitats identified as being impaired or lost due to mining operations. Key target species and habitats include, but are not limited to, raptors and mule deer and their associated habitats and riparian/wetland habitats and associated fauna.

(2) Lessee shall compensate for and/or offset the loss, displacement, or adverse modification of wildlife populations and/or associated habitats, on or off lease, which occur as the result of lease development and operation.

(3) *Wildlife Recovery and Replacement Plan.* At the time it submits its mine plan, lessee shall submit for approval by the authorized officer a wildlife recovery and replacement plan. The wildlife recovery and replacement plan shall be based on estimates of lost and disturbed habitat and/or animals as described in the Final Environmental Assessment for Sodium Preference Right Lease Applications or on data revised since the Environmental Assessment was written.

The final wildlife recovery and replacement plan shall indicate the methods lessee shall employ to ensure that the carrying capacity of the recovered or replaced lands will fully support populations of the indicator species as agreed upon by the BLM, the Colorado Division of Wildlife and the U.S. Fish and Wildlife Service. The wildlife recovery and replacement plan will include the following:

(A) A habitat and population analysis of the mine area that identifies which of these species occupy the mine area and shall include, but not be limited to, advance raptor nest surveys of woodland and cliff substrates within ½ mile of any proposed development. The survey shall be conducted by a qualified professional approved by BLM and shall include an analysis of the quality or carrying capacity of the habitat for each species identified.

(B) A detailed description of the methods selected by the lessee to mitigate animal and/or habitat loss, together with comparative analysis of alternative methods that were considered but rejected by the lessee and the rationale for the decision to select the proposed methods. The methods utilized by the lessee for recovery and replacement may include, but are not limited to, the following techniques:

- (i) Increasing the quantity and quality of forage available to these species;
- (ii) Acquiring critical wildlife habitats;
- (iii) Implementing mechanical manipulation of low quality wildlife habitat to increase its carrying capacity for selected wildlife species; and
- (iv) Ensuring recovery, replacement, or protection of important wildlife habitat to increase its carrying capacity for selected wildlife species.

(C) A timetable giving the periods required to accomplish the habitat recovery or replacement plan and showing its relationship to the overall mining plan.

(4) *Raptors.* (A) Major permanent and ancillary facilities will not be allowed within the following described raptor nesting buffer zones, if the authorized officer determines the facilities will adversely impact raptor nest(s) by jeopardizing continued use of established nests or by preventing successful reproduction:

T. 2 S., R. 98 W., 6th P.M.
sec. 8, SE¼SE¼.

(B) In addition, lessee shall restrict casual mine activities within the areas described in paragraph (A) from February 1 to August 31 on a site-specific basis as determined by the authorized officer.

(f) *Access.* (1) Lessee shall maintain public access to public lands adjacent to the lease by means of existing roads, trails, or ways. If the lessee must destroy or obstruct any existing route, lessee shall provide public access by means of an alternate route of equal quality.

(2) Lessee shall allow the public access to public lands within the lease and on roads, trails, and ways constructed by the lessee, unless the authorized officer determines that allowing such access would interfere with mining operations or would create a public safety hazard.

(g) *Mine and Reclamation Plans.* (1) Before any operations may commence, lessee shall file for approval by the authorized officer an exploration or mining and reclamation plan, as appropriate, that addresses the following items:

(A) A description of the location and the area affected by the operations together with two copies of a suitable map or aerial photograph showing the topography, the area covered by the lease, the name and location of major topographic and cultural features, and the drainage plan for the affected area.

(B) A statement of proposed methods of operating, including a description of the surface or underground mining methods, proposed roads or vehicular trails, the size and location of structures and facilities to be built, the timing for grading and backfilling areas affected by the operations, and the proposed manner and length of time required to reclaim areas disturbed by the operations.

(C) An estimate of the quantity of water to be used and the pollutants that may enter receiving waters together with a design for the necessary impoundment, treatment, or control of all runoff water and drainage from workings to reduce soil erosion and sedimentation and to prevent the pollution of receiving waters.

(D) A description of measures to be taken to prevent or control fire, soil erosion, pollution of surface and groundwater, pollution of air, damage to fish and wildlife or other natural resources, and hazards to public health and safety.

(E) A revegetation plan for areas affected by operations that describes:

- (i) Proposed methods of preparation and fertilization of the soil prior to replanting;
- (ii) Types and mixtures of shrubs, trees, or tree seedlings, grasses, or legumes to be planted;
- (iii) Types and method of planting, including the amount of grasses, forbs, shrubs, or legumes per acre, or the number of spacing of trees, or tree seedlings, or combinations of the above.

(2) Lessee shall store or stockpile ore, by-products, or waste material in a manner to deter the production of leached products and other

pollutants and to prevent downward percolation of such products or pollutants into aquifers. Oil shale ore shall be stockpiled to protect the mineral resources as determined by the authorized officer.

(3) Lessee shall develop, and submit as part of its mine plan, a reclamation plan specifically for those areas of disturbance defined as having low or very low reclamation potential as identified in the Sodium Preference Right Lease Application Environmental Assessment Section 4.10.3. The plan must demonstrate to the complete satisfaction of the authorized officer that the lands can be reclaimed utilizing current technologies. The authorized officer shall deem the subject lands unsuitable for surface occupancy or disturbance if the plan does not adequately demonstrate a high probability for success of reclamation.

(4) As part of its mine plan, lessee shall submit social, economic, and transportation impact data concerning offsite aspects of the proposed development including:

(A) The estimated number and type of employees the lease

operations will require during phases of construction and operation and the specific years each number and type of employees will be required.

(B) The contemplated construction of transportation facilities and the estimated transportation mode(s), route(s), and frequency of trips for the extracted resources; and the estimated effect of any truck movements on the rate of roadway pavement deterioration, on the design life of the transportation mode, on the level of surface repair, and on overall safety to the motoring public.

(C) The estimated effect of the influx of population on the transportation system at the county and local level resulting from the proposed development.

(D) Lessee shall update the data annually to the satisfaction of the authorized officer until its operations reach a full or stable level. Lessee then shall update its data whenever it plans a major change in its operations (such as expansion, transportation mode change, closing, etc.) and prior to implementation of the change(s).

Natrona Resources, Inc.

Company or Lessee Name

Kevin Nielsen
(Signature of Lessee)

Pres.
(Title)

1/31/92
(Date)

Hogle Investment Company

Company or Lessee Name

~~*[Signature]*~~
(Signature of Lessee)

~~(Title)~~

~~(Date)~~

Barbara Jean Juhan Hunter

Company or Lessee Name

~~*[Signature]*~~
(Signature of Lessee)

~~(Title)~~

~~(Date)~~

Edward N. Juhan

Company or Lessee Name

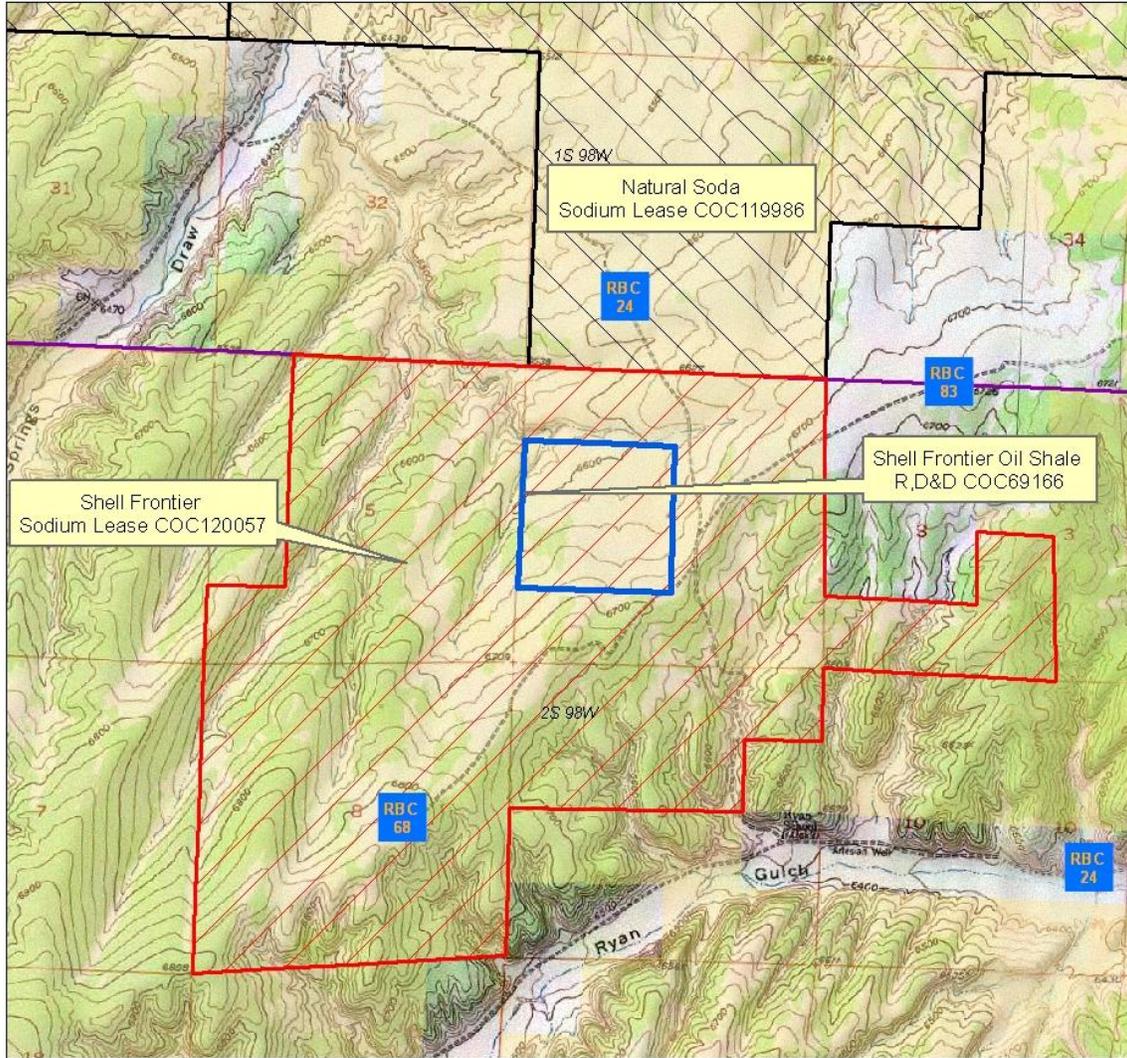
~~*[Signature]*~~
(Signature of Lessee)

~~(Title)~~

~~(Date)~~

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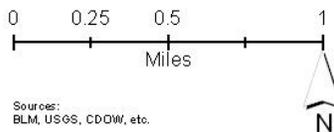
DOI-BLM-CO-110-2012-0028-CX Shell Frontier Sodium Lease Renewal COC120057



T. 2 S., R. 98 W. 6th P.M.
Section 3, Lots 16-19;
Section 4, all;
Section 5, lots 1-3 S½NE, SENW,
NESW, S½SW, SE
Section 8, all,
Section 9, N½N½, SWNE, S½NW

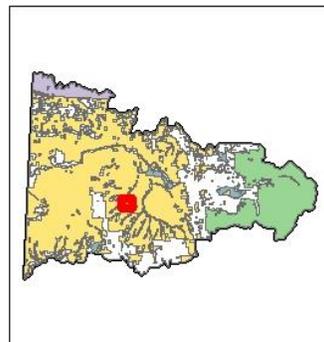


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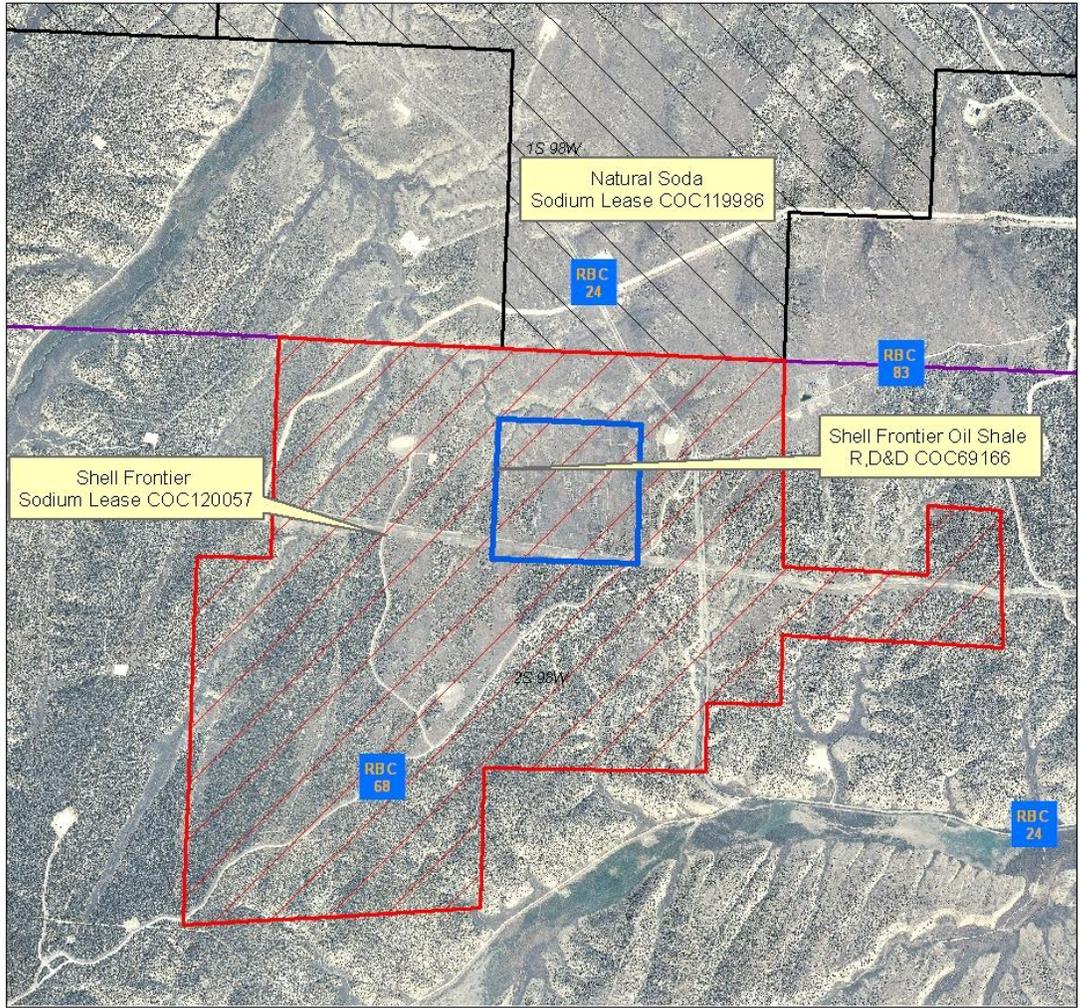


Sources:
BLM, USGS, CDDW, etc.

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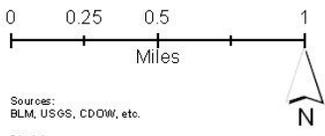
DOI-BLM-CO-110-2012-0028-CX Shell Frontier Sodium Lease Renewal COC120057



T. 2 S., R. 98 W. 6th P.M.
 Section 3, Lots 16-19;
 Section 4, all;
 Section 5, lots 1-3 S½NE, SENW,
 NESW, S½SW, SE
 Section 8, all,
 Section 9, N½N½, SWNE, S½NW

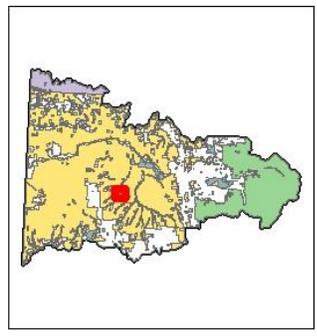


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**U.S. Department of the Interior
Bureau of Land Management
White River Field Office
220 E Market St
Meeker, CO 81641**

DECISION RECORD

PROJECT NAME: Shell Frontier Sodium Preference Right Lease Renewal COC-0120057

CATEGORICAL EXCLUSION NUMBER: DOI-BLM-CO-2012-0028-CX

DECISION

It is my decision to implement the Proposed Action, as mitigated in DOI-BLM-CO-2012-0028-CX, authorizing the renewal of Preference Right Sodium Lease COC-0120057.

Mitigation Measures:

1. Any modification (increase) in the depletion amounts originally consulted on in U. S. Fish and Wildlife Service (FWS) Biological Opinion dated September 12, 2006 rendered for the Oil Shale Research, Development and Demonstration (RD&D) Lease (COC 69166) would require re-initiation of consultation with the FWS.
2. Surveys may be required prior to construction initiation for special status migratory bird species and Birds of Conservation Concern (BCC).
3. Minimize where possible vegetation clearing while migratory birds are nesting (typically May 15 – July 15)
4. Facilities and rights-of-way may be moved to minimize the direct involvement (i.e., surface occupancy and vegetation clearing) of those communities that are associated with BLM-sensitive and BCC through the application of Conditions of Approval (i.e., less than 660-foot moves) or moves negotiated during on-site inspections.
5. If reserve pits are deemed necessary on site, ensure that pits are lined, fenced on all four sides with net-wire and, and covered with plastic barrier to exclude both large and small animals and netted to prevent birds from accessing these pits. Plastic flagging has proven to be ineffective at deterring migratory waterfowl from using reserve pits for foraging, resting, or as a source of free water. The Operator will notify the BLM via Sundry Notice of the method that will be used to prevent impacts to migratory birds two weeks prior to the date when completion activities are expected to begin. The BLM-approved method will be applied within 24 hours after completion activities have begun.
6. All lethal and non-lethal events that adversely affect migratory birds will be reported to the White River Field Office Wildlife Biologist immediately.

7. No development activities are allowed within ½ mile of identified nest sites of listed, candidate, or BLM-sensitive raptor species (except bald eagle and ferruginous hawk) from February 1 through August 15, or until fledgling and dispersal of young. Development activities are allowed from August 16 through January 31.
8. No development activities allowed within ¼ mile of identified nests of other special status raptor species from February 1 through August 15, or until fledgling and dispersal of young. Development activities are allowed from August 16 through January 31.
9. No development allowed within one mile of identified nests of ferruginous hawks from February 1 through August 15, or until fledgling and dispersal of young. Development activities are allowed from August 16 through January 31.
10. No surface occupancy within ¼ mile of an identified nest of an Endangered Species Act (ESA) listed, proposed, candidate or BLM-sensitive raptor species.
11. No surface occupancy within 1/8 mile of an identified nest of other raptor species
12. Facilities and rights-of-way may be moved to minimize the direct involvement (i.e., surface occupancy and vegetation clearing) of those communities that are associated with woodland raptor species including special status species and BLM-sensitive bat species through the application of Conditions of Approval (i.e., less than 660-foot moves) or moves negotiated during on-site inspections.

COMPLIANCE WITH LAWS & CONFORMANCE WITH THE LAND USE PLAN

This decision is in compliance with the Endangered Species Act and the National Historic Preservation Act. It is also in conformance with the 1997 White River Record of Decision/Approved Resource Management Plan.

PUBLIC INVOLVEMENT

The BLM informed the public about this project by listing it on the online WRFO NEPA Register on 12/21/2011 and a copy of the completed Categorical Exclusion will be posted on the WRFO website.

RATIONALE

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, F-2. This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The Proposed Action has been reviewed, and none of the extraordinary circumstances described in 43 CFR 46.215 apply.

ADMINISTRATIVE REMEDIES

Any appeal of this decision must follow the procedures set forth in 43 CFR Part 4. Within 30 days of the decision, a Notice of Appeal must be filed in the office of the Authorized Officer at

White River Field Office, 220 East Market St., Meeker, CO 81641 with copies sent to the Regional Solicitor, Rocky Mountain Region, 755 Parfet St., Suite 151, Lakewood, CO 80215, and to the Department of the Interior, Board of Land Appeals, 801 North Quincy St., MS300-QC, Arlington, VA, 22203. If a statement of reasons for the appeal is not included with the notice, it must be filed with the Interior Board of Land Appeals at the above address within 30 days after the Notice of Appeal is filed with the Authorized Officer.

SIGNATURE OF AUTHORIZED OFFICIAL:

E. M. McGR
Acting Field Manager

DATE SIGNED:

2/10/12