

COMMUNICATION SITE LEASE

THIS COMMUNICATION SITE LEASE (this "Lease") is made and entered into this 1st day of October 2007, by and between **TWENTYMILE COAL COMPANY**, a Delaware Corporation, 701 Market St. Suite 731, St. Louis, Missouri 63101 herein called "Lessor", and **UNION TELEPHONE COMPANY**, a Wyoming Corporation, P.O. Box 160, Mountain View, Wyoming 82939 herein called "Lessee".

WITNESSETH:

WHEREAS, Lessor owns certain real and improved property generally known as the Twentymile Coal Company (the "Mine") located in Section 31, Township 5 North, Range 86 West 6th P. M. Routt County, Colorado as more particularly described in Exhibit "A"; (the "Property"); and

WHEREAS, Lessee is authorized by the Federal Communication Commission to provide "B" frequency cellular communication service to the public in Routt County, Colorado; and

WHEREAS, Lessee's placement of communication facilities on the Property will provide improved cellular communication coverage and service to the Lessor and the general public; and

WHEREAS, Lessee desires to lease a sixty foot (60') by sixty foot (60') parcel of land, as more fully described on Exhibit "A" the ("Leased Premises") for the erection of 8' x 16' fiberglass equipment building, a 8' x 12' generator building, a eighty-two (82') foot tower with three dual band antennas with pipe mounts, and a 500 gallon propane tank, and a 4 foot radio communication disc and related equipment and appurtenances as more fully described in Exhibit "B" (the Communication Facilities") with associated ingress and egress from Lessor, and Lessor is willing to lease the Leased Premises to Lessee;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Leased Premises.

- (a) Lessor, for and in consideration of telecommunication services to be provided by Lessee at the Plant (as more fully described on Exhibit "B") and the performance of the covenants, conditions and promises hereinafter set forth to be performed by Lessee does hereby lease and demise to Lessee, the Leased Premises for the installation of the Communication Facilities, together with the rights of ingress and egress over the Property to the Communication Facilities as described in Exhibit "A". Furthermore, Lessor agrees to provide and pay for power to the Leased Premises as described below.

- (b) Lessee accepts the Leased Premises in its "as is" condition without any responsibility of Lessor for improvement, construction, repairs or alterations thereto.

2. Term.

The term of this Lease is ten (10) years, from the 1st day of October 2007, during and continuing until the last day of September 2017. Lessee shall have, at Lessee's sole and absolute discretion, the option to extend the term of the Lease for a single additional period of ten (10) years on the same terms, covenants and conditions as provided in this Lease by providing written notice to Lessor on or before October 1, 2017, of Lessee's extension of the term of this Lease from October 1, 2017 through September 31, 2027

3. Rent.

In lieu of any rental payments for the Lessee's use of the Leased Premises, during the term of this Lease, Lessee shall provide Lessor with the cellular communication services described in Exhibit "B" or the commercial equivalent thereof. The parties agree that in the event that any of the cellular communication services described in Exhibit "B" are upgraded or discontinued, Exhibit "B" shall be deemed to be amended to include any upgrade version, with the intent that Lessor be entitled to the benefit of any upgrades in service and be made whole for the discontinuance of any service.

4. Electrical Power.

Lessor shall allow Lessee, free of cost, to utilize Lessor's electrical system to provide Lessee with electrical power necessary for the Communication Facilities. Power consumption by Lessee shall not exceed 7,000 kilowatt hours of usage per calendar month, unless authorized by Lessor.

5. Use of Leased Premises.

- (a) Lessee shall use the Leased Premises solely as a communication electronics site for the Communication Facilities and purposes related thereto. Lessee shall construct and maintain, at Lessee's sole cost and expense, the Communication Facilities, including without limitation, any required electronics equipment, generator, dual band antennas, communication disc, pipe tower mounts and miscellaneous cabling, conduits and electrical materials as more fully described in attached Exhibit "B". Lessee shall not erect antennas of greater height than that in Exhibit "B" without Lessor's prior written approval, which approval may be withheld for any reason or no reason. Lessor shall have access to the Communications Facilities and generator building and also on the tower after MSHA training and certification and may perform repairs and alterations to the Communications Facilities without any liability to Lessee, except for Lessor's gross negligence.

Lessor will notify Lessee's controller in Mountain View, Wyoming (307-782-4147) of their intent to enter the buildings before entry to perform maintenance or repairs to Lessor's equipment to disengage the security alarm system while working in the building.

- (b) Lessee shall schedule all construction and related activities with the Lessor's designated Mining representative in a manner that does not interfere with the operation of the Mine. Lessee shall give the designated Mining representative at least 24 hours prior notice, or such other prior notice as is practical for the particular access need, prior to entering the Mining area to access the Communication Facilities. Lessee shall abide with all access restrictions, policies and procedures of the Mine and instructions given by the Mining representative.
- (c) Upon completion of the construction of the Communication Facilities, Lessee shall keep the Leased Premises in a neat and tidy condition. Lessee shall remove all garbage, trash and other waste generated by Lessee's use from the Leased Premises and shall dispose of the same off the Property and in a lawful manner.
- (d) Lessee shall not make any alterations or improvements to the Leased Premises without the prior written consent of Lessor, which consent may be withheld for any reason.
- (e) All of Lessee's construction, alteration and improvement of the Leased Premises and the Communication Facilities shall be at Lessee's sole cost and expense without creation of mechanics' or material men's liens, in a good and workmanlike manner complying with all applicable codes, mining rules, regulations and requirements and in accordance with all other State and local applicable laws, rules, regulations and requirements.

6. Repairs and Maintenance

- (a) Lessee, at its sole expense, shall maintain the Communication Facilities and make all necessary repairs.
- (b) Lessee shall access the Leased Premises only for purposes of construction, installation, routine inspection and maintenance and for repairs, modification and/or replacement of its Communication Facilities.

7. Interference.

- (a) Lessee shall operate the Leased Premises in a manner that will not cause interference to Lessor or Lessor's operations, and Lessor and its employees, agents, contractors and invitees shall not cause interference to Lessee during their conducted operations. All operations by Lessee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements. In addition, no transmitter shall deliver more than 100 watts per frequency at the combiner output.
- (b) If required by Lessor or FCC regulation, Lessee will perform a proper radio frequency electromagnetic (RFE) emissions evaluation of the Leased Premises to determine compliance. If necessary, Lessee shall post warning signs and/or take other reasonable

remedial or other safety measures as may be required from time to time by prudent industry practice or by Lessor and its mine personnel.

- (c) Subsequent to Lessee's installation of its Communication Facilities at the Leased Premises, Lessor shall not permit the installation of wireless communication equipment on the Property if such equipment is likely to cause interference with Lessee's operations. If Lessor permits such interference, Lessee may deem such interference a material breach of this Lease.
- (d) If Lessor breaches its obligations under Paragraph (c) of this Section 7, Lessor, upon receiving notice from Lessee of any such breach, shall take reasonable action to correct and eliminate such interference, including without limitation, enforcing provisions in any lease, license or other agreement between Lessor and any wireless communication provider, pursuant to which Lessor may compel such wireless communication provider to cease operation, modify their equipment and/or antennae, or remove their equipment and/or antenna from any facilities or towers owned or leased and/or managed by Lessor on the Property. If Lessor cannot correct such interference within thirty (30) days or longer if reasonably necessary, Lessee shall have the right to terminate this Lease and/or obtain injunctive relief.

8. Taxes and Assessments.

Lessee shall pay all property taxes and assessments on the Communication Facilities and related equipment cabinet, antenna(s), disc(s) and other personal property during the term, and any extension, of this Lease.

9. Lessors' Title.

- (a) Lessor may assign this Lease to its parent, any affiliated entity, or successors in interest. Any conveyance of the Leased Premises by Lessor during the term of this Lease will be subject to this Lease. Lessor covenants that at all times during the term of this Lease, Lessee's quiet enjoyment of the Leased Premises shall not be disturbed.
- (b) Except as otherwise provided herein, this Lease is not assignable by Lessee without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessee may assign this Lease, in whole but not in part, to a sister, subsidiary or affiliated corporation or entity or in the event of a merger or reorganization to the resulting entity; provided that the Lessee remains liable hereunder and any such assignee agrees to be bound by the provisions of this Lease. Lessee may grant a security interest in the Lease and in the Communication Facilities; provided that no such security interest shall encumber or otherwise grant any interest in or to the Leased Premises or other property or land of the Lessor.

10. Termination.

- (a) At the expiration of the term of this Lease, Lessee shall remove all of the equipment constituting and pertaining to the Communication Facilities, including without limitation, all disc/antenna(s), pipe mounts and buildings and tower and shall reasonably restore the Leased Premises to its former condition. In the event this Lease is terminated by a party prior to the expiration of the lease term, the terminating party shall give the other party written notice of termination and providing no less than 30 days for Lessee to remove its Communication Facilities and restore the Leased Premises to its former condition. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined. Lessee shall, at the termination of this Lease, vacate the Leased Premises, leaving them in the same condition they were in at the time on such premises under and pursuant to this lease, except for reasonable use and wear, acts of God or damage by causes beyond the control of the Lessee, and upon vacating shall leave the Leased Premises free and clear of all Lessee's rubbish and debris.
- (b) Lessee may terminate this Lease upon thirty (30) days written notice if:
 - (i) Lessee does not obtain or maintain any license, permit or other approval necessary to the construction and operation of the Communication Facilities; or
 - (ii) Lessee determines, using reasonable commercial judgment, the Leased Premises are not appropriate for Lessee's operation for economic or technological reasons, including without limitation, signal interference; or
 - (iii) Lessee is unable to occupy and utilize the Leased Premises as the result of action of the FCC, including without limitation, a take-back of channels or change in frequencies.

11. Liens and Encumbrances.

Lessee will not permit any liens or encumbrances against the Leased Premises, the Property or any of Lessor's assets and shall take all steps necessary to remove any such lien or encumbrance.

12. Indemnification

Lessee covenants and agrees to indemnify, defend and hold Lessor, its officers, directors, employees, agents, contractors and subcontractors, harmless against all actions, proceedings, claims, demands, losses, costs, damages, expenses and legal fees whatsoever which may be brought against Lessor, its officers directors, employees, agents, contractors and/or subcontractors on account of bodily injury or death of a person(s) or damages to property of any person or any other damages or claims arising out of, relating to or resulting, in whole or

part, from (a) Lessee's, its employees, agents and/or contractors' use or occupancy of Lessors' Property, (b) Lessee's operations on Lessors' Property, (c) from the Communications Facilities on Lessor's Property, or (d) any repairs of the Communication Facilities, except that Lessee shall not be responsible for damages caused by the grossly negligent or willful acts of Lessor. In furtherance of this indemnification provision, Lessee shall obtain and keep in force insurance funding the above indemnity and defense with limits of at least \$1,000,000 for bodily injury and \$500,000 for property damage and shall provide Lessor with certificates designating Lessor as an additional insured for such policies. The Certificate holder shall be Peabody Investments Corp., its subsidiaries, affiliates and related companies. The Worker's Compensation and Employers' Liability policy will contain a waiver of subrogation by the insured and insurance company against the certificate holder. This indemnification does not apply to wireless communication services provided by Union Telephone Company to Twentymile Coal Company, its officers, employees, agents, directors, contractors and/or subcontractors.

13. Relationship of Parties.

It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that Lessor has no ownership in Lessee's business and that neither this Lease nor the relationship created by this Lease shall be construed as a joint venture or partnership.

14. Miscellaneous Provisions.

The following provisions are also integral parts of this Lease:

- (a) This Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (b) The headings used in this Lease are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Lease.
- (c) This Lease constitutes the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, representation or understanding between the parties relating to the subject matter hereof.
- (d) Any waiver by either party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Lease on the part of the other party.
- (e) This Lease may not be modified except by an instrument in writing signed by the parties hereto.
- (f) The parties agree that time is of the essence in the performance of all duties herein.
- (g) This Lease shall be interpreted, construed and enforced according to the laws of the State of Colorado.

- (h) All exhibits to this Lease shall be deemed part of this agreement and incorporated herein as if fully set forth herein. Failure to attach any exhibit hereunder shall not invalidate this Lease, it being understood that the same are available from the books or records of the parties.
- (i) The parties each reserve the right to supplement the description in Exhibit "A" with as-built description upon completion of construction or modification of the Communication Facilities.
- (j) The parties agree that in the event any action or court proceeding is brought by either party to enforce the obligations of this Lease, the prevailing party shall be entitled to recover any reasonable attorney's fees, together with court and collection costs.
- (k) Any notice which may be or is required pursuant to the provisions of this Lease will be hand delivered or sent first class mail, postage prepaid, and addressed as follows:

LESSOR:

Twentymile Coal Company
701 Market St. Suite 731
St. Louis, Missouri 63101

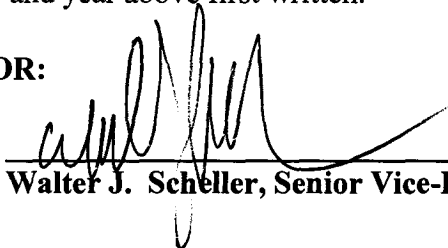
LESSEE:

Union Telephone Company
P.O. Box 160
Mountain View, Wyoming 82939

IN WITNESS WHEREOF, the parties have executed this Communication Site Lease as of the day and year above first written.

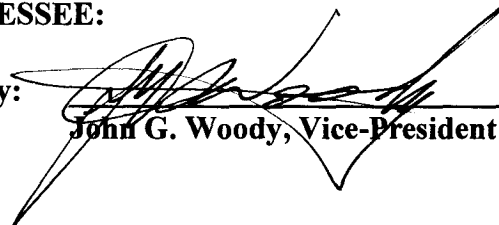
LESSOR:

By:


Walter J. Scheller, Senior Vice-President

LESSEE:

By:


John G. Woody, Vice-President

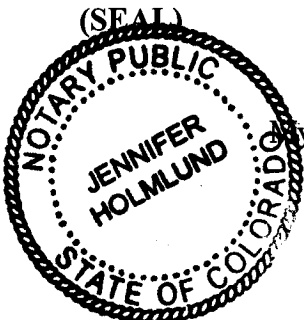
STATE OF COLORADO)

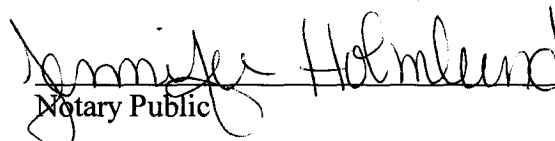
) ss

COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 1st day of October by Walter J. Scheller, to me known to be the Senior Vice-President of Twentymile Coal Company, a Delaware Corporation, who executed the above instrument on behalf of Twentymile Coal Company.

WITNESS my hand and official seal.

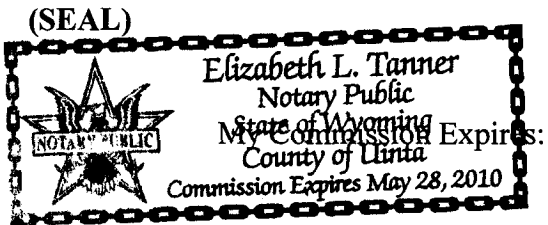



Notary Public
My Commission Expires: 10/28/2010

STATE OF WYOMING)
) ss
COUNTY OF UINTA)

On the 18 day of October, 2007, John G. Woody, Vice-President of Union Telephone Company, a Wyoming corporation, who executed the above instrument on behalf of Union Telephone Company, acknowledged the above and foregoing instrument before me.

WITNESS my hand and official seal.



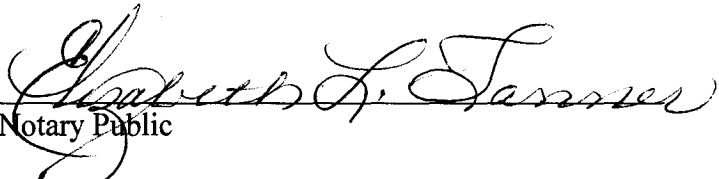

Notary Public
5/28/2010

EXHIBIT "A"

TWENTYMILE COAL COMPANY MINING PROPERTY

An sixty (60') foot by sixty (60') foot parcel of land situated on the Twentymile Coal Company's property in Section 30 Township 5 North, Range 86 West of the 6th P. M. Routt County, Colorado which contains one 8 foot by 12 foot generator building, one 8 foot by 16 foot equipment building, one 82 foot tower, one four foot microwave disc, one 500 gallon propane tank, three dual band antenna sets, along with miscellaneous cabling and mounting brackets etc., as shown on the attached drawings marked Exhibits "A" and "B", together with the rights of ingress and egress, upon proper notice, over Twentymile Coal Company's land generally described as follows:

A twenty (20) foot access road easement over an existing road and a sixteen (16) foot power line easement situated in the Section 30 and Section 31, Township 5 North, Range 86 West, of the 6th P. M. in Routt County, Colorado.

SEE ATTACHED DRAWINGS

EXHIBIT "B"

Communication Facilities

See Attached Drawings and Equipment List

Union Cell Tower Research Map 070523



Legend

Green Building

Power Pole Antenna

Pt 1 N

Pt 2 SW

Pt 3 SW

Pt 4 SW

Pt 5 SW

Power Lines

Twentymile Road

Sections

Permit Boundary Digitized

0 750 1,500 3,000 Feet

Exhibit "A"

EXHIBIT 'B'

Site Name	Date	Engineer
Oak Creek Coal	9/12/2007	Emily Jensen

Lat	Long	Elev. (ft)
40 21 14.8 N	107 04 21.3 W	7498

BTS:

S12444

Sector	Antenea	Azmith (°)	Mechanical down tilt(°)	Freq(MHz)
X	7184.42	60	0	1900
Y	7184.42	180	0	1900
Z	7184.40	300	0	1900

Tower

108-M840-80

Power Line (mi)

TBD

Access Road (mi)

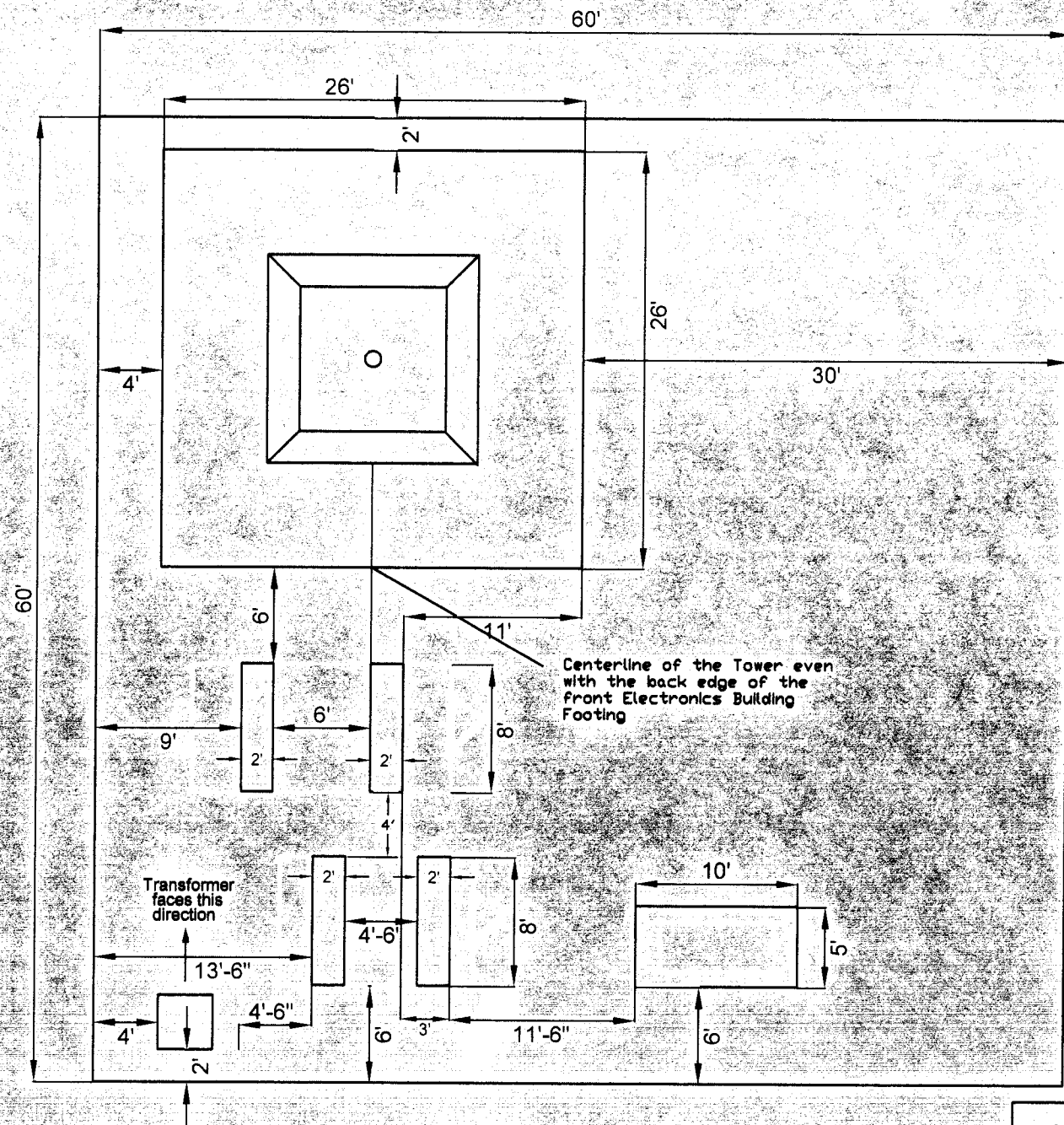
TBD

Microwave	4T,8T, 28T,OSC	Path Dist (mi)	Path Azmith (°)	Freq (Recommended)	Dish	AGL (ft)
Hayden	16T	16.5	314.7	Upper 6 GHz	HPX8-65D	27

12	Power Source	Commercial		
12a	Generator Building	Yes	35 KVA Generator & Battery	
13	Type of Operation	Wire Control		
14	Repeater Tone Protectio	NA		
15	Antenna Mounting Structure			
15a	Height above ground	80		
15b	dia of pole	9' Face		
15c	distance from Building	15		
15d	space for other users	yes		
15e	Steel tower	yes		
15f	MFG	Valmont		
15g	Model No	108-M840-80		
15h	Number planned	1		

16	Transmitters			
16a	MFG	Nortel		
16b	Type Accepted No.	NA		
16c	Model No.	S12444		
16d	Age	New		
16e	Serial No.	NA		
16f	Model No.	S12444		
17	Transmitter Isolators		NA	
18	Antenna and Cable System Used			
18a	Antenna MFG	1 Andrew, 6 Powerwave		
18b	Type	1 Microwave dish, 6 Cell Directional		
18c	Model	HPX8-xxx, 4-7184.42, 2-7184.42		
18d	Gain	42, 13.9	db	
18e	age	New		
18f	Direction	314.7, 60, 180, 300	degrees	
18g	Height(AGL) Top	31,86,86,86,86,86,86		
18h	Height(AGL)Bottom	23,79,79,79,79,79,79		
18i	Polarization	Vertical(cell) Microwave Horizontal		
18j	# of fitting adapters used	8		
18k	Cable Mfg	Andrew		
18l	Cable Dia	1-5/8", Microwave TBD		
18m	Cable Length inside Bldg	15'		
18n	Cable Length outside Bldg	100'		
18o	Cable Fitting type	7/16 Din		
18p	Cable Type	LDF7-50A		
19	Emission			
19a	Call Sign			
19b	True Power	45/Channel Cellular, <1 Microwave	Watts	
19c	ERP	<500/ch Cell	Watts	
19d	Emission Type	QPSK, FM		
19e	Emission Bandwidth	30KHz		
20	Frequencies			
20a	1930-1990 MHz Microwave Upper 6 GHz			
21	Receiver			
21a	MFG	Nortel		
21b	Type Accepted #	NA		
21c	Age	New		

21d	Model No.	S812444		
21e	Serial No.	NA		
22	Multi-coupler	NA		
23	Antenna and cable			
23a	Same	YES		
24	Frequencies			
24a	1930-1990 MHz Microwave upper 6 GHz			



True
North
349.2° Mag

Mag.
North
+10.8°
June 2007

EXHIBIT 'B'



Oak Creek Coal
Construction Layout

DATE NO.

REV. B.

SHEET 1 of 5

Union Telephone Company Oak Creek Coal

SE 1/4 of SE 1/4 Section 30 T5N R86W, Routt County, Colorado

40° 21' 14.8"N 107° 4' 21.3"W, 7490 AMSL (NAD83)

Owner Peabody Coal

Rev C: EJ 9-10-2007

Added work platform to MW mount

Z Sector (GSM 850)
2 x Powerwave 7838.00
82' AGL, AZI 300° (289.2° Mag)
Downtilt: 0° Mechanical, 0° Electrical

To Hayden
27' AGL, AZI 314.7° (304° Mag)
HPX8-65D. Horizontal
EW63 feed

X Sector (GSM 850)
2 x Powerwave 7838.00
82' AGL, AZI 60° (49.2° Mag)
Downtilt: 2° Mechanical, 0° Electrical

Y Sector (GSM 850)
2 x Powerwave 7838.00
82' AGL, AZI 180° (169.2° Mag)
Downtilt: 2° Mechanical, 0° Electrical

Transformer
face this
direction

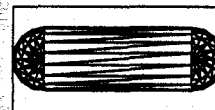
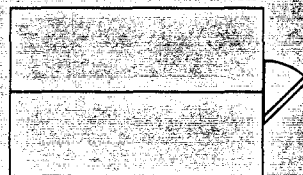
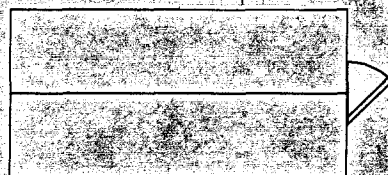
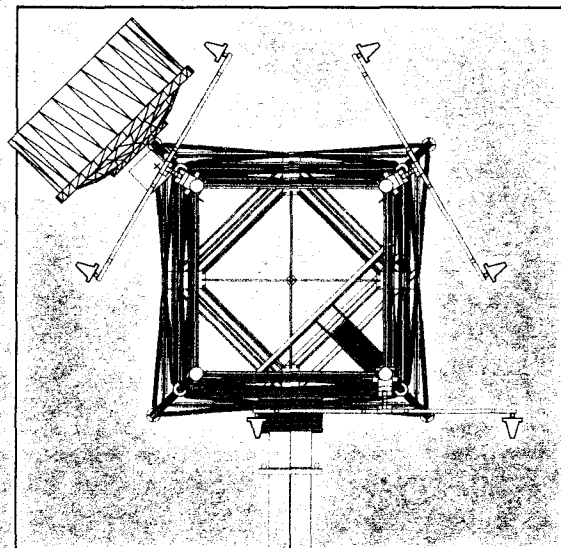


EXHIBIT 'B'



Oak Creek Coal
Plan View

DRG NO.

REV .B. SHEET 2 of 5

Oak Creek Coal Rev C.dwg

9/11/2007

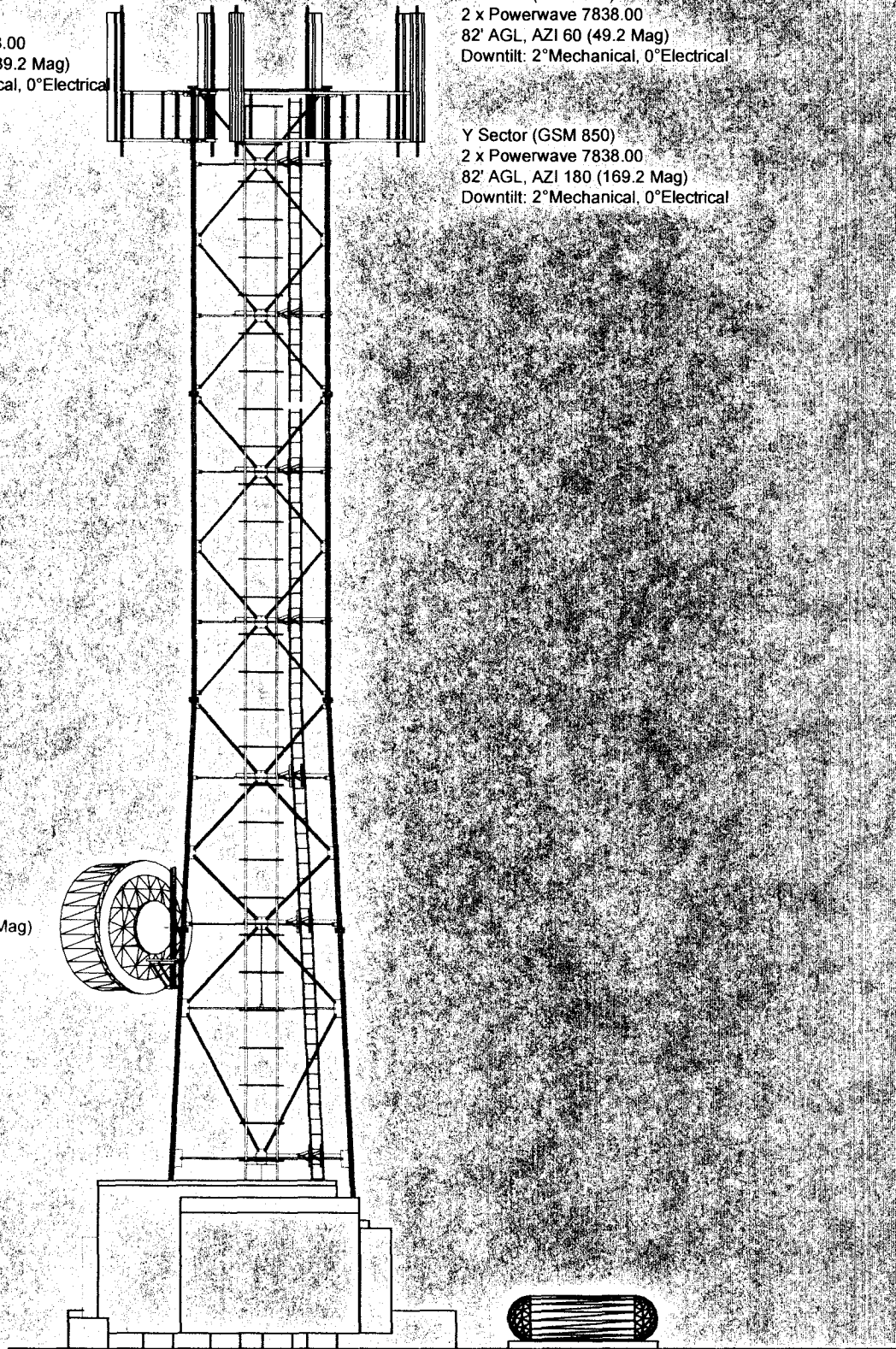
David Olsen

Z Sector (GSM 850)
2 x Powerwave 7838.00
82' AGL, AZI 300 (289.2 Mag)
Downtilt: 0°Mechanical, 0°Electrical

X Sector (GSM 850)
2 x Powerwave 7838.00
82' AGL, AZI 60 (49.2 Mag)
Downtilt: 2°Mechanical, 0°Electrical

Y Sector (GSM 850)
2 x Powerwave 7838.00
82' AGL, AZI 180 (169.2 Mag)
Downtilt: 2°Mechanical, 0°Electrical

To Hayden
27' AGL, AZI 314.7° (304° Mag)
HPX8-65D, Horizontal
EW63 feed



Union Telephone Company
Oak Creek Coal

SE 1/4 of SE 1/4 Section 30 T5N R86W, Routt County, Colorado
40° 21' 14.8"N 107° 4' 21.3"W, 7490 AMSL (NAD83)
Owner Peabody Coal

EXHIBIT 'B'



Oak Creek Coal
South Profile

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REV. B. SHEET 3 of 5

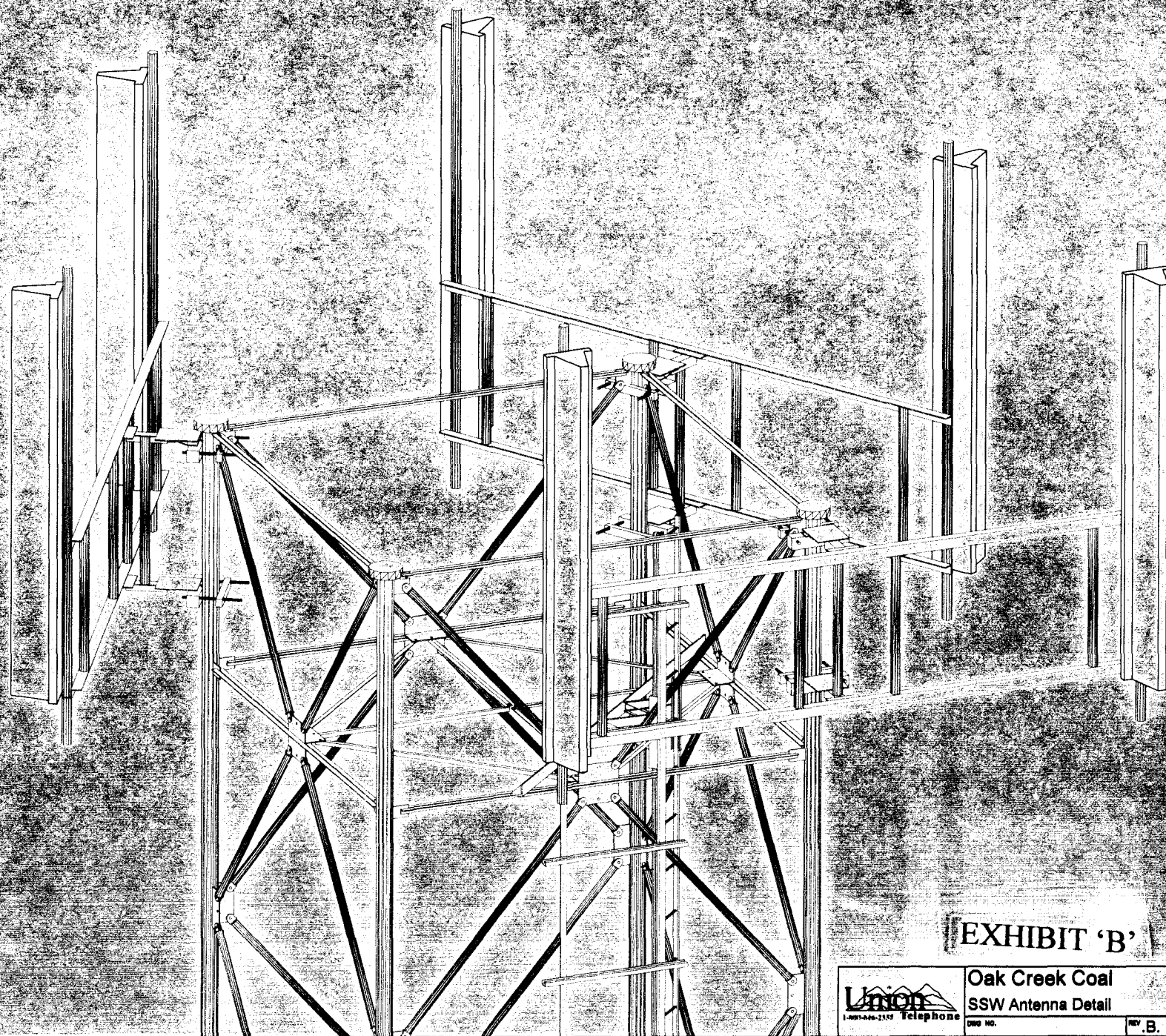


EXHIBIT 'B'

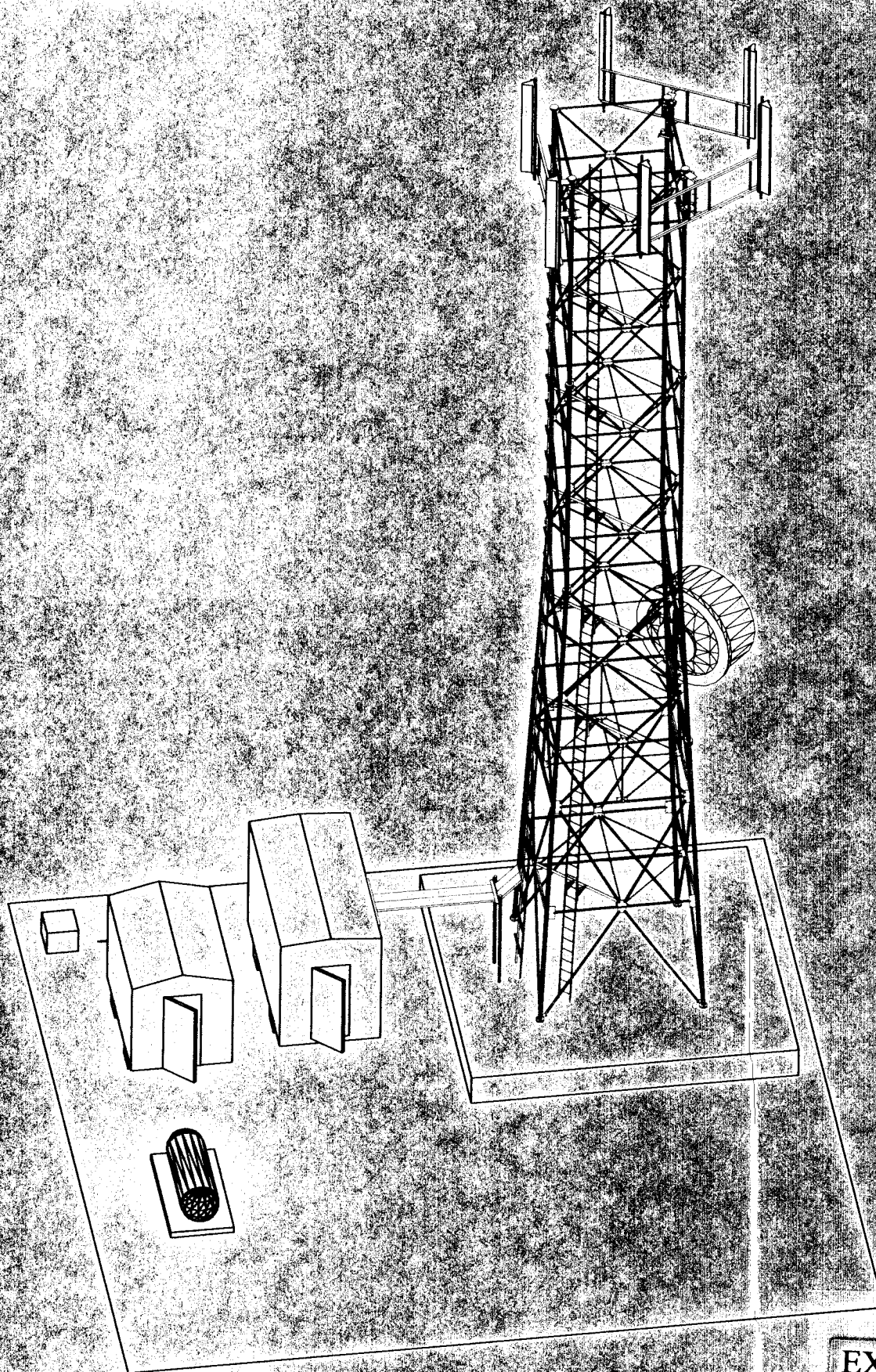


Oak Creek Coal
SSW Antenna Detail

DWG NO.

REV. B.

SHEET 4 of 5

**EXHIBIT 'B'**

Oak Creek Coal
ESE Perspective

SHEET NO.

REV R

SHEET 5 of 5