



Colorado Legacy Land, LLC
333 W Hampden Ave, Suite 935
Englewood, CO 80110
United States

Invoice : FBUS100448
Invoice Date : 22-Jun-2023
Due Date: 22-Jul-2023
Project : EUS23CO00305
Project Name : CLL-Schwartzwalder Mine WTP
Operations & Compliance
Sampling
Bill Term : 1-n30

For Professional Services Rendered Through 31-May-2023

PREPAYMENT CREDIT APPLIED -- SEE BELOW

	Fee	Available	Billings	
			To Date	Current
1 - CLL-Schwartzwalder Mine WTP	400,000.00	400,000.00	26,563.46	26,563.46
Operations & Compliance Sampling				
<i>Rate Labor</i>	15,378.24			
<i>Expenses</i>	11,185.22			

Current Billings	26,563.46
Prepayment Application	-26,563.46
Amount Due This Bill	USD 0.00

ACH Information:

ABA #: 104113880
Account: 2600696237
Bank: FirstTier Bank, 115 South Walnut Street, Kimball, NE 69145
Email Remittance: ar@ensero.com

Remit To:

Ensero Solutions US, Inc.
305 W. Magnolia PMB #225, Fort Collins, CO 80521-2804

200 - General Project Management

Rate Labor					
Class / Employee	Date	Hours	Rate	Amount	
Billy Ray, Program Manager					
Billy Ray	22-May-2023	0.50	225.780	112.89	
	23-May-2023	1.25	225.780	282.23	
	25-May-2023	0.50	225.780	112.89	
	25-May-2023	1.00	225.780	225.78	
	28-May-2023	2.00	225.780	451.56	
	30-May-2023	1.25	225.780	282.23	
	31-May-2023	1.00	225.780	225.78	
Total Billy Ray		7.50		1,693.36	
Total Billy Ray, Program Manager		7.50		1,693.36	
Project Manager II					
Joanne Ary	18-May-2023	1.00	140.980	140.98	
	19-May-2023	1.00	140.980	140.98	
	24-May-2023	1.00	140.980	140.98	
	31-May-2023	0.50	140.980	70.49	
Total Joanne Ary		3.50		493.43	
Total Project Manager II		3.50		493.43	
Project Manager, Senior					
Elizabeth Busby	23-May-2023	2.25	189.740	426.92	
	24-May-2023	3.00	189.740	569.22	
	26-May-2023	2.00	189.740	379.48	
	30-May-2023	1.00	189.740	189.74	
	31-May-2023	1.00	189.740	189.74	
Total Elizabeth Busby		9.25		1,755.10	
Total Project Manager, Senior		9.25		1,755.10	
Technologist III					
Ainsley Stewart	30-May-2023	1.00	106.000	106.00	
Total Rate Labor				4,047.89	
Expenses					
Account / Vendor	Doc Number	Date	Cost	Multiplier	Amount
Direct Expense - Other					
FedEx Express	VV20220	24-May-2023	17.90	1.05	18.80
Smith Manus	VV20101	09-May-2023	8,000.00	1.05	8,400.00
Total Direct Expense - Other			8,017.90		8,418.80
Total Expenses				8,418.80	
Total Bill Task: 200 - General Project Management				12,466.69	

100 - Utilities

Rate Labor					
Class / Employee	Date	Hours	Rate	Amount	
Project Manager, Senior					
Elizabeth Busby	22-May-2023	0.50	189.740	94.87	
	23-May-2023	0.50	189.740	94.87	
	24-May-2023	0.50	189.740	94.87	
Total Elizabeth Busby		1.50		284.61	
Total Project Manager, Senior		1.50		284.61	
Total Rate Labor				284.61	

100 - Utilities**Expenses**

<i>Account / Vendor</i>	<i>Doc Number</i>	<i>Date</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Direct Expense - Other					
Mobile Mini, LLC - CO	VV20131	22-May-2023	758.01	1.05	795.91
United Power Inc	VV20292	31-May-2023	422.40	1.05	443.52
Total Direct Expense - Other			1,180.41		1,239.43
Total Expenses					1,239.43
Total Bill Task: 100 - Utilities					1,524.04

200 - Vehicles & Equipment**Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Operator I				
Greg Ching	24-May-2023	3.00	76.320	228.96
Total Rate Labor				228.96

300 - Access Road Repair**Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Billy Ray, Program Manager				
Billy Ray	23-May-2023	1.00	225.780	225.78
	24-May-2023	1.00	225.780	225.78
	26-May-2023	0.50	225.780	112.89
	28-May-2023	6.00	225.780	1,354.68
Total Billy Ray		8.50		1,919.13
Total Billy Ray, Program Manager		8.50		1,919.13
Total Rate Labor				1,919.13
Total Bill Task: 300 - Access Road Repair				1,919.13

300 - Health & Safety**Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Billy Ray, Program Manager				
Billy Ray	24-May-2023	1.00	225.780	225.78
Operator I				
Greg Ching	30-May-2023	0.50	76.320	38.16
	31-May-2023	0.50	76.320	38.16
Total Greg Ching		1.00		76.32
Total Operator I		1.00		76.32
Project Manager, Senior				
Elizabeth Busby	23-May-2023	0.50	189.740	94.87
	25-May-2023	0.50	189.740	94.87
	30-May-2023	0.25	189.740	47.44
	31-May-2023	0.25	189.740	47.44
Total Elizabeth Busby		1.50		284.62
Total Project Manager, Senior		1.50		284.62
Total Rate Labor				586.72
Total Bill Task: 300 - Health & Safety				586.72

400 - Radiation & Occupational Monitoring**Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Billy Ray, Program Manager				
Billy Ray	26-May-2023	1.50	225.780	338.67
Operator I				
Greg Ching	26-May-2023	1.00	76.320	76.32
Professional II				
Nathaniel Lambert	26-May-2023	1.50	140.980	211.47
Project Manager, Senior				
Elizabeth Busby	22-May-2023	0.50	189.740	94.87
	26-May-2023	1.50	189.740	284.61
		-----		-----
Total Elizabeth Busby		2.00		379.48
Total Project Manager, Senior		-----		-----
		2.00		379.48
Total Rate Labor				1,005.94

Expenses

<i>Account / Vendor</i>	<i>Doc Number</i>	<i>Date</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Direct Expense - Other					
Environmental Restoration Group	VV20285	26-May-2023	1,254.24	1.05	1,316.95
United States Dosimetry Technology, Inc.	VV20217	31-May-2023	200.04	1.05	210.04
			-----		-----
Total Direct Expense - Other			1,454.28		1,526.99
Total Expenses					1,526.99

Total Bill Task: 400 - Radiation & Occupational Monitoring**2,532.93****100 - RO-IX Operations****Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Billy Ray, Program Manager				
Billy Ray	30-May-2023	0.50	225.780	112.89
	31-May-2023	0.50	225.780	112.89
		-----		-----
Total Billy Ray		1.00		225.78
Total Billy Ray, Program Manager		-----		-----
		1.00		225.78
Engineer II				
Tyler Fasenmyer	22-May-2023	0.75	159.000	119.25
	23-May-2023	0.25	159.000	39.75
	24-May-2023	0.75	159.000	119.25
	25-May-2023	1.50	159.000	238.50
	26-May-2023	1.00	159.000	159.00
		-----		-----
Total Tyler Fasenmyer		4.25		675.75
Total Engineer II		-----		-----
		4.25		675.75
Operator I				
Greg Ching	26-May-2023	1.00	76.320	76.32
	28-May-2023	1.00	76.320	76.32
	29-May-2023	8.00	76.320	610.56
	30-May-2023	8.00	76.320	610.56
	31-May-2023	8.00	76.320	610.56
		-----		-----
Total Greg Ching		26.00		1,984.32
Total Operator I		-----		-----
		26.00		1,984.32
Professional II				
Nathaniel Lambert	23-May-2023	0.50	140.980	70.49
	24-May-2023	8.00	140.980	1,127.84

100 - RO-IX Operations				
Rate Labor				
Class / Employee	Date	Hours	Rate	Amount
Professional II				
	26-May-2023	1.50	140.980	211.47
	29-May-2023	1.00	140.980	140.98
	30-May-2023	10.00	140.980	1,409.80
	31-May-2023	9.00	140.980	1,268.82
Total Nathaniel Lambert		30.00		4,229.40
Total Professional II		30.00		4,229.40
Project Manager, Senior				
Elizabeth Busby	26-May-2023	1.00	189.740	189.74
Total Rate Labor				7,304.99
Total Bill Task: 100 - RO-IX Operations				7,304.99



4646 E VAN BUREN ST
PHOENIX AZ 85008-6927

(800) 456-1751
billingres@mobilemini.com
www.MobileMini.com
Fed ID# 52-0665775

mobile mini

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10004807	9017758471	5/22/2023	064	NET 30
PAYMENT DUE		\$758.01		
INVOICE DUE DATE		6/21/2023		



ENSERO SOLUTIONS, INC.
305 W MAGNOLIA PMB #225

BRANCH:

SP DENVER
5300 EUDORA STREET
COMMERCE CITY CO 80022
(303) 853-0184

Contract #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
1000667244	100325	CLL SCHWARTZWA LDER TASK 2100	Elizabeth Busby +13032962060	5/22/2023 - 6/18/2023	ALEXCO RESOURCE US CORP GLENCOE VALLEY RD GOLDEN CO 80403
Quantity	Item #/Description	Price/Rate	Amount		
1	40' OPEN BAY OFFICE AS40SYW0294	\$605.99 Rental	\$605.99	T*	
1	PERSONAL PROPERTY EXPENSES	\$25.45 Rental	\$25.45	T*	
1	LOSS DAMAGE WAIVER	\$93.93 Rental	\$93.93	T*	
			Sub-total	\$725.37	
			Other Fees and Charges	\$32.64	
			INVOICE TOTAL	\$758.01	

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.



PAYMENT OPTIONS

Welcome to our customer portal, MM Connect!
Register today to make online payments, sign up
for Auto-Pay, view invoices and statements, and
other self-serve features.

<https://portal.mobilemini.com>

(800) 456-1751

You remain responsible for the invoice balance if there is an issue
with your method of payment. Late fees and interest charges
may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL \$758.01
Invoice #: 9017758471
Due Date: 6/21/2023
Customer: Ensero Solutions, inc.
Customer #: 10004807

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
DBA MOBILE MINI
PO BOX 91975
CHICAGO IL 60693-1975



500 Cooperative Way
Brighton CO 80603-8728

www.unitedpower.com

Member Services 303-637-1300
Payments 866-999-4485
Report an Outage 303-637-1350

4 585

ENSERO SOLUTIONS US INC
305 W MAGNOLIA ST PMB 225
FORT COLLINS CO 80521-2804



Payment Due By
06/26/2023

Total Due
\$422.40

From Date

05/24/2023

To Date

05/31/2023

Days

7

Billing Date

06/06/2023

Service
Address

**8300 GLENCOE VALLEY RD
COMMERCIAL-MINE-LOWER**

Account # **3236403**

District **MOUNTAIN**

Cycle **5**

Watch for Your Refund!

Your co-op dollars stay local. Capital Credit refunds are on the way. Watch for yours to arrive as a bill credit or as a check.



Rate	Meter	Prev Rdg	Pres Rdg	Mult	kWh	Dmd
ISD1	1545480	43905	43982	20	1540	16.18



Demand
Time/Date

05/24/2023 05:59 PM

ACTIVITY SINCE LAST BILL

Previous Balance	0.00
Payment Received	0.00
Balance Forward	0.00

CURRENT BILLING DETAIL

Energy Charge	1,540 KWH @ 0.0521	80.23
Demand Charge	16.180 KW @ 17.50	283.15
Fixed Charge		40.83
Sales Tax		18.19
Current Month		422.40

TOTAL DUE 422.40

YOUR 2022 CAPITAL CREDIT ALLOCATION IS \$1,371.63
YOUR 2023 CAPITAL CREDIT RETIREMENT IS \$174.31

CAPITAL CREDIT ALLOCATIONS ARE A BOOKKEEPING OF YOUR INVESTMENT IN THE COOPERATIVE FOR ELECTRICITY USED LAST YEAR. THIS NOTICE IS FOR YOUR RECORDS; FUNDS ARE NOT AVAILABLE FOR REDEMPTION.

CAPITAL CREDIT RETIREMENTS ARE REFUNDS FROM YOUR CO-OP REPRESENTING YOUR COOPERATIVE OWNERSHIP.

IN 2023, UNITED POWER IS RETURNING \$4.5 MILLION, AND NEARLY ALL MEMBERS WILL RECEIVE A REFUND. REFUNDS OF \$50 OR LESS WILL APPEAR AS A BILL CREDIT APPLIED TO THIS BILL. IF YOUR REFUND IS MORE THAN \$50, WE WILL MAIL YOU A CHECK.

TO LEARN MORE ABOUT YOUR INVESTMENT IN THIS CO-OP, SEE THE ENCLOSED INSERT, VISIT WWW.UNITEDPOWER.COM, OR CALL 303-637-1300.

ENSERO SOLUTIONS US INC
305 W. MAGNOLIA PMB #225
FORT COLLINS CO 80521-2804

Account # **3236403**

Payment Due By
06/26/2023

Total Due
\$422.40

Amount Enclosed \$



United Power
Operation Round-Up
FOUNDATION



Pay Your Bill Online
Visit www.unitedpower.com



Pay Your Bill By Phone
Call 866-999-4485



Pay Your Bill By Mail
Return Stub with check payment

☐ Want your small change to give back? Round-up your bill to \$423.00 and check here to enroll in our Round-Up Assistance program.

Please Make Checks Payable and Return to:

UNITED POWER
PO BOX 173703
DENVER CO 80217-3703

5



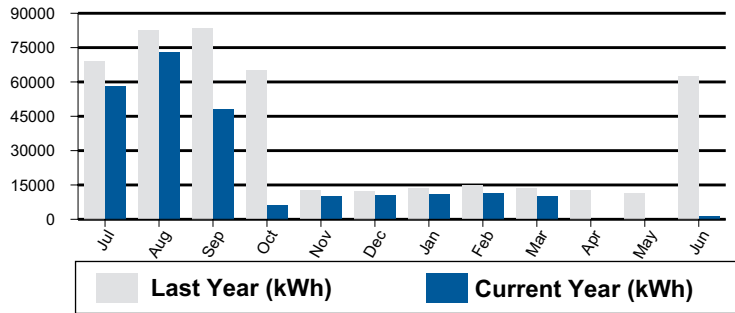
00032364031 0000000000 0000422402 0000422402

Electric Usage History

From Date

To Date

Account #

3236403**05/24/2023****05/31/2023****Electric Usage Comparison**

Electric kWh	Days	Total kWh	Avg kWh/Day	kWh Cost/Day
Current Month	7	1540	220	\$57.74
Last Month	0	0	0	\$0.00
One Year Ago	30	62560	2085	\$191.93

Temperature Comparison

Avg Temp	53° F	Avg Temp Last Yr.	59° F
High Temp	81° F	High Temp Date	05/29/2023
Low Temp	45° F	Low Temp Date	05/05/2023



View detailed 15 minute energy consumption intervals and usage history through the Power Portal.

www.unitedpower.com/PowerPortal

Bill Payment Assistance

For information or to see if you qualify for energy assistance for your winter home heating costs, contact LEAP at 1-866-HEATHHELP (1-866-432-8435) or your county department of social services. Additional resources for assistance can be found at www.unitedpower.com/assistance.

Life Sustaining Equipment

Please tell us if you or a member of your household relies on life-sustaining medical devices that are dependent on electricity. We will flag your account accordingly. Protect your loved ones with a back-up plan for disasters or power outages. Learn more at www.unitedpower.com/medical-devices.

Call 811 Before You Dig

Before you begin any digging project, always have underground utilities marked. Notify the Colorado Utility Notification Center at least 3 days before digging. To schedule locates call 811 or visit www.colorado811.org.

¿Necesitas ayuda en español?

Estamos disponibles para ayudarle. Llame al 303-637-1300 opción 9, o visite www.unitedpower.com/espanol.

**UNITED POWER, INC.**

500 Cooperative Way
Brighton, CO 80603

Member Services 303-637-1300
Payments - 24 hrs/day 866-999-4485
Toll Free 800-468-8809

Report an Outage
303-637-1350

www.unitedpower.com/outage

For office locations, hours and more information:

www.unitedpower.com

Convenient Payment Options**Online Account**

Make payments, report outages and enroll in Auto Pay and Paperless Billing at www.unitedpower.com.

**Mobile App**

Download the free United Power mobile app to make payments and report outages on the go.

**Pay by Phone**

Call 866-999-4485 to check account status and pay with a check or credit card (no fees) 24 hours a day.

**Payment Kiosk**

Walk up and pay with cash, check or card. Locations and hours at www.unitedpower.com/payments.

Other Ways to Pay**Auto Pay**

Have your bill automatically paid on your due date from the payment method of your choice.

Paperless Billing

Go paper-free. Receive an email notification, not a statement in the mail. View and pay bills online.

Pay As You Go - Prepaid Billing

Avoid deposits and late fees when you prepay for electricity. You choose how much and when to pay.

Pay Now

No login or password? No problem. Make a quick payment on our website by check or credit card.

MoneyGram

Make cash payments that post immediately to your account at over 40,000 MoneyGram locations.

Budget Billing

Take the ups and downs out of your monthly budget and pay the same amount each month.

Custom Billing Period

Choose a billing timeframe that is most convenient for you, and your budget.



IT PAYS TO BE A MEMBER

WE'RE RETURNING \$4.5 MILLION TO MEMBERS

YOU OWN THE CO-OP, SO YOU GET THE CREDIT

Capital credits represent your ownership in United Power and are one of the most unique and rewarding benefits you enjoy as a member of an electric cooperative. Unlike investor-owned utilities that maximize profits to pay dividends to shareholders, not-for-profit electric co-ops provide our members with "at cost" electric service – we do not exist to earn a profit. Any margins remaining after covering our costs are returned to you as capital credits.

THIS REFUND REPRESENTS YOUR PORTION OF THE \$4.5 MILLION CAPITAL CREDIT RETIREMENT AUTHORIZED BY THE UNITED POWER BOARD OF DIRECTORS FOR 2023.



HOW MUCH IS MY REFUND?

Refund amounts are based on your length of membership with the co-op, and the amount of electricity used during the period retired. You will receive a portion of the \$4.5 million returned this year – the longer you are a member, the larger your refund grows.

For members receiving a retirement refund of \$50 or less, we credited that amount on your electric bill. You'll see a Capital Credit Refund line item showing your refund amount on your May or June billing statement. Members with retirement amounts more than \$50 will receive a check in the mail in early June.

ACCOUNT CHANGES & ASSISTANCE

IF YOU MOVE outside of the United Power service territory, please be sure to leave your new address with us so we can continue to refund any capital credits you are eligible to receive in the future.

IN THE EVENT OF DEATH, the capital credit account is available for estate retirement. The representative of the estate should contact United Power's capital credit administrator to settle the capital credit account.

PROBLEMS WITH YOUR REFUND? To resolve a capital credit account issue, visit our website at www.unitedpower.com/capital-credits, call our Member Services team at 303-637-1300, or e-mail CCAdmin@unitedpower.com.

For more information and frequently asked questions about capital credits, visit www.unitedpower.com/capital-credits.

www.unitedpower.com



YOU'RE A MEMBER WITH A VESTED INTEREST

When you started receiving electric service from United Power, you became a member-owner of an electric co-op. Cooperative members share in the ownership, construction, maintenance, and prosperity of their electric utility, and your investment is referred to as capital credits.

Capital credits represent the portion of your electric bill that is put to work helping to build and maintain the system that delivers power to your home – it's one of the most unique ways that cooperatives differ from investor-owned utilities.

As a not-for-profit cooperative, we use capital credits to help offset some costs and reduce our need for loans, but we must eventually return those dollars to the members who helped to make those improvements.

TRACKING YOUR CO-OP INVESTMENT

ALLOCATION

Every year you are "allocated" your portion of the previous year's profit (margin) based on the amount of electricity you used and paid for from United Power. This money is used by the cooperative to fund capital needs for items such as power line construction, transformers, trucks, inventory, and other equipment.

The allocation amount is a bookkeeping of your equity in the cooperative – an investment that will be returned to you in the future when the Board authorizes a retirement.

You can find the amount allocated to your account each year, based on the total amount of electricity you used and paid for in the prior year, in the special message section of your May or June billing statement.

RETIREMENT

Every year the Board of Directors assesses the cooperative's finances and determines if the co-op can make a retirement (refund). Retirements are calculated from earnings in prior years as far back as 2000. The total amount of money returned is divided among all the members, and you receive your capital credit refund.

For 2023, the Board has authorized a retirement of \$4.5 million to our members, and refunds are being issued to members beginning in May.

If the amount you received this year is \$50 or less, you will see it as a credit in the Current Billing Detail section of your May or June bill. If your retirement is more than \$50, you will receive a check in the mail in early June.

The refund you are receiving is your share of the \$4.5 million retirement for 2023 and represents a percentage of your total capital credit balance.

HOW CAPITAL CREDITS WORK

Here is how your cooperative membership pays you back:



When you move into a home or establish a business in the United Power service territory, you become a member of the cooperative.



A capital credit account is established in your name and United Power uses this account to record your investment in the co-op.



Each year, a portion of funds remaining after expenses have been paid (margins) is allocated to your capital credit account based on the amount of electricity you purchased.



Since capital credits are based on the amount of electricity you use, your allocation amount may vary each year. Your annual allocation amount appears on your May or June bill.



Each year, the Board of Directors carefully evaluates the financial condition of the co-op to determine if we can retire capital credits. Capital credits may not be retired every year.



When capital credits are not retired, they are used as operating capital. This reduces the need for interest-bearing loans, which helps to keep costs down for all members.



When the Board decides to retire capital credits, we calculate the amount we need to pay to each member. Anyone who was a member in the previous year will receive a capital credit refund.

For more information and frequently asked questions about capital credits, visit www.unitedpower.com/capital-credits.

CCRetirement-2023

**UNITED
POWER**
Your Touchstone Energy® Cooperative



INVOICE

U S Dosimetry Technology

660 George Washington Way
Suite A
Richland, WA 99352
Phone: (509) 946-8738
Fax: (509) 943-2710
admin@usdtech.com
www.usdtech.com

Invoice #: 04161
Invoice Date: 5/31/2023
P.O. #: 0000001911

Ensero Solutions, Inc

*Attention: Billy Ray / AP
Billing CTS - CLL
Schwartzwa Mine*

303 W. MAGNOLIA PMB
#225
Fort Collins, CO 80521
(970)632-2242
ap@ensero.com

Item	Description	Qty	Price	Amount
5-10 OSL Q	Q WHOLE BODY BADGE	5.00	\$39.30	\$196.50

Subtotal: \$196.50

WA State Excise Tax (1.8000%): \$3.54

Total Due: **\$200.04**

Due Date: **6/30/2023**

A \$25.00 late fee will be assessed if this invoice is not paid in full by 07/29/2023

PAY INVOICE NOW

Comments

Thank you for your business. Payment received after 30 days will be reflected on your next bill with a late fee of 1.5% or (\$25 min.) and applied to unpaid accounts over 30 days.

Please return all badges with in 30 days of the end of their wear period for processing or a non-refundable fee will be incurred. Please apply a tracking number and appropriate postage when returning your badges or a postage due fee will be incurred.

Smith-Manus
2307 River Road, Suite 200
Louisville, KY 40206-5005
Phone: (502) 636-9191
Fax: (502) 636-5328

BOND INVOICE



Remit to:
Smith-Manus
2307 River Road, Suite 200
Louisville, KY 40206-5005

Mailing Address:

Code: MDX

Ensero Solutions, Inc.
333 W. Hampden Ave.
Suite 935
Englewood, CO 80110

Terms: Due Upon Receipt

Customer Copy

Bond Executed in the following Company:

Atlantic Specialty Insurance Company

Principal:

Ensero Solutions U.S. Inc.
333 W. Hampden Ave.
Suite 935
Englewood, CO 80110
Account Number: EnseSolUS

Obligee:

Colorado Division of Reclamation Mining & Safety
1313 Sherman Street
Room 215
Denver, CO 80203

Bond Number- Term-Trans	Effective Date	Expiration Date	Statement
800155461-1-1	5/9/2023	5/9/2024	MAY 23

Bond Amount	Type	Invoice Number
\$400,000.00	LP ALL OTHER LICENSE & PERMIT	194331-1-1

Bond Description

Permit M-1977-300 - Schwartzwalder Mine

Kentucky Surcharge Amount	%	Other Taxes Amount	%
\$0.00	0.0%	\$0.00	0.0%

Premium	Plus Taxes	Total Customer Amount	Balance Due-SMA
\$8,000.00	\$0.00	\$8,000.00	\$8,000.00

Date Printed: 5/9/2023

Date Invoiced: 5/9/2023



FILE COPY

FINANCIAL WARRANTY

CORPORATE SURETY

Specific to Schwartzwalder Mine, M-1977-300

(THIRD PARTY)

Permittee/Operator: Colorado Legacy Land, LLC
Contactor: Ensero Solutions U.S. Inc
Operation: Schwartzwalder Mine
Permit No.: M-1977-300 Bond No.: 800155461

Surety: Atlantic Specialty Insurance Company
Street: 605 Highway 169 North, Suite 800
City: Plymouth
State: MN Zip Code: 55441
Area Code: 781 Telephone: 332-7000

This form has been modified from its original form in order to accommodate the unique circumstances of this matter, Permit No. M-1977-300 referenced above. This modified form has been reviewed and approved by the Mined Land Reclamation Board chair pursuant to sections 34-32-117, C.R.S., of the Mined Land Reclamation Act. This modified form considers site-specific factors and conditions and shall be used solely and exclusively for this matter, under the terms approved below.

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Colorado Mined Land Reclamation Act, C.R.S. 1973, 34-32-101 et seq. (the "Act"), as amended, provides that no permit may be issued under the Act until the Mined Land Reclamation Board (the "Board") receives a Financial Warranty (or Warranties) as described in the Act.

WHEREAS, Colorado Legacy Land, LLC (the "Permittee"), a Delaware corporation, has applied for a permit to conduct a mining operation known as Schwartzwalder Mine (the "Operation"), on certain lands in Jefferson County, Colorado. These lands are described in the permit application, as amended and supplemented, and are referred to herein as the "Affected Lands".

WHEREAS, in the application for the permit, the Permittee has agreed to be bound by all requirements of the Act and all applicable rules and regulations of the Board, as amended from time to time.

WHEREAS, in the application for the permit, the Permittee has agreed with the Board to provide for reclamation of the Affected Lands that are now, or may become, subject to the permit, as required by law.

WHEREAS, the Contractor Ensero Solutions U.S. Inc. of the County of Arapahoe in the State of Colorado and Atlantic Specialty Insurance Company (the "Surety"), a corporation organized and existing under the laws of the State of New York and duly authorized to transact a bonding and surety business in the State of Colorado are hereby and firmly bound unto the State in the sum of Four Hundred Thousand and 00/1000 Dollars (\$ 400,000.00) to complete the 2023 Scope of Work (SOW) discussed in Exhibit A in the Memorandum of Understanding (MOU) attached hereto as Attachment A, for the payment of which sum, well and truly made, we hereby bind ourselves and our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Board has determined, in accordance with the Act, that the estimated costs of completion of the SOW is the amount for the stated period of time as set forth herein and discussed in the MOU, Exhibit A, incorporated herein by reference.

WHEREAS, the Contractor and the Surety, in accordance with the Act, has promised and hereby promises the Board that it will be responsible for all the estimated cost and completion of the SOW.

WHEREAS, the Board has determined that this Financial Warranty by the Surety equals the estimated cost of the SOW, as approved by the Board, with regard to this operation.

NOW, THEREFORE, the Contractor and the Surety are held hereby firmly unto the State of Colorado in the amount of \$400,000.00 for those period of time as set forth herein and in the SOW, until this Financial Warranty is amended, reduced or released in accordance with applicable law.

The Operator, Contractor and/or the Surety shall notify the Board and Division of Reclamation Mining and Safety immediately of any event which may impair this Financial Warranty. If the Board or Division receives such notice, or otherwise has reason to believe that this Financial Warranty has been materially impaired, it may convene a hearing in accordance with the Act for the purpose of determining whether impairment has occurred.

The obligation of the Operator, Contractor and the Surety shall continue until the Board has released this Financial Warranty or has ordered it forfeited in accordance with applicable provisions of the Act. It is also recognized that, as tasks identified in the SOW are accomplished, the amount of this Financial Warranty may be reduced with the approval of the Board so that it reflects the then current estimated cost of the remaining work under the SOW. No revision, extension, or renewal of the permit, or of the time allowed to complete the SOW, shall diminish the Principal's or Surety's obligation under this Financial Warranty. No misrepresentation by the Principal which may have induced the Surety to execute this Financial Warranty shall be any defense to demand by the State under this agreement.

The amount of this Financial Warranty is based upon the Contractor's proposed SOW included as Exhibit A to the MOU, and does not operate to liquidate, limit, enlarge or restrict the Permittee's or Contractor's obligations to complete the SOW and to comply in all respects with the permit and with applicable laws and regulations.

The Mined Land Reclamation Board or the Office of Mined Land Reclamation may recover the necessary costs, including attorney's fees or fees incurred in foreclosing on or realizing the collateral used in the event this Financial Warranty is forfeited. The face amount of this Financial Warranty shall be increased by five hundred dollars (\$500.00) to cover these costs.

The Surety shall not be liable under this Financial Warranty for an amount greater than the \$400,000.00 sum designated herein.

The Surety reserves the right to cancel this Financial Warranty, effective only upon an anniversary date, and only by giving written notice to that effect, mailed by Certified Mail, at least ninety (90) days prior to such anniversary date, addressed to both the Permittee at its address herein stated, and to the Board at the address herein stated. In the event of such cancellation, this Financial Warranty shall nevertheless remain in full force and effect with respect to the tasks identified in the SOW.

In the event of such cancellation, if the Financial Warranty is not fully released, the amount of the continuing Financial Warranty available for the completion of the remaining tasks in the SOW at the date of cancellation shall be fixed by the Board at the amount it determines necessary to complete such remaining tasks in the SOW (which amount may not exceed the sum designated herein) and the Board shall concurrently identify such areas in writing, and notify the Surety and the Permittee thereof. Thereafter, the obligation of the Surety shall be limited to remaining tasks in the SOW.

The consideration for the Surety's execution of this agreement is the promise of the Contractor to pay the premiums, but failure by the Contractor to pay such premiums shall not invalidate or diminish the Surety's obligation hereunder.

The Board may make demand upon the Surety for payment hereunder if the Board determines that the SOW which ought to have been performed by the Permittee and/or the Contractor, or its successors or assigns, remains unperformed, and if Financial Warranty forfeiture procedures required by law have been initiated. No other condition precedent need be fulfilled to entitle the State to receive the amount so demanded. However, if, upon completion of the SOW by the State, the amounts expended for completion of the SOW shall be less than the amount received from the Surety, the excess shall be promptly refunded to the Surety.

If demand is made upon the Surety for payment of an amount due to the Board hereunder, and if the Surety fails to make payment of such amount within thirty (30) days after the date of receipt of such demand, or if it should thereafter be determined, by agreement of the Surety or by final judgment of court, that the amount demanded was properly payable, the Surety agrees to pay to the Board, in addition to the amount demanded, interest at the published Wall Street Journal Prime Rate for the period commencing at the end of such ninety-day period and ending on the date of actual payment.

If the Board shall notify the Surety that the Permittee and/or Contractor is in default, and if the Board shall initiate any Financial Warranty forfeiture procedures required by law or regulation, the Surety may, in lieu of making payment to the Board of the amount due hereunder, cause the SOW to be timely performed in accordance with all requirements of the Act and all applicable rules and regulations. In such event, when and if the SOW has been timely performed to the satisfaction of the Board or Division, this Financial Warranty shall be released. If the SOW shall not be so performed to the satisfaction of the Board or Division, this Financial Warranty shall remain in full force and effect.

This Financial Warranty shall be subject to forfeiture whenever the Board determines that any one or more of the following circumstances exist:

1. A Cease and Desist Order entered pursuant to Section 34-32-124 of the Act has been violated, and the corrective action proposed in such Order has not been completed, although ample time to have done so has elapsed; or
2. The Permittee is in default under its Performance Warranty, and such default has not been cured, although written notice and ample time to cure such default has been given; or
3. The Permittee and/or the Surety has failed to maintain its Financial Warranty in good standing as required by the Act; or
4. The Surety no longer has the financial ability to carry out its obligations in accordance with the Act.

The description of lands herein is for convenience of reference only, and no error in such description, nor any revision of the permitted mining area, nor the disturbance by the Permittee or Contractor of lands outside of the permitted mining area shall alter or diminish the obligations of the Permittee, Contractor and/or Surety hereunder, which shall extend to all of the tasks identified in the SOW.

If this Financial Warranty applies to National Forest System lands, and if this Financial Warranty is accepted by the United States Forest Service ("U.S.F.S.") as the bond required under 36 C.F.R. 228.13, then the Permittee, having requested that the Board and the U.S.F.S. accept this single Financial Warranty in lieu of the separate bonds which would otherwise be required by applicable law, hereby agrees that, notwithstanding any other provision hereof, or of law, this Financial Warranty shall remain in full force and effect until U.S.F.S. has advised the Board by written notice that the Permittee's obligations to U.S.F.S., for which this Surety is executed, have been satisfied, and until the financial warranty has been released by the Board.

If this Financial Warranty applies to lands under the jurisdiction of the State Board of Land Commissioners ("Land Board"), and if this Financial Warranty, in whole or in part, is accepted by the Land Board as the bond required under its applicable law and procedures, then the Permittee, having requested that the State accept this Financial Warranty in lieu of the separate bonds which would otherwise be required by the Colorado Mined Land Reclamation Board or Division of Reclamation, Mining and Safety and by the Land Board, hereby agrees that, notwithstanding any other provision hereof, or of law, this Financial Warranty shall remain in full force and effect until the Board is notified in writing by the Land Board that the Permittee's obligations to the Land Board, for which this Surety is executed, have been satisfied, and until the financial warranty has been released by the Board.

If all or any part of the Affected Lands are under the jurisdiction of the Bureau of Land Management, United States Department of the Interior (the "BLM"), and if, at the request of the Permittee on this Financial Warranty, the BLM has, pursuant to 43 C.F.R. 3809.1-9, accepted this Financial Warranty in lieu of requiring a separate reclamation bond payable to the United States, then, notwithstanding any other provision of this Financial Warranty, or of law, the Permittee and Surety hereby agree that this Financial Warranty shall not be released until the Board is advised in writing by the BLM that the Permittee's obligations to the BLM, for which this Surety is executed, have been satisfied, and until the financial warranty has been released by the Board.

This Financial Warranty may be executed in multiple copies, each of which shall be treated as an original, but together they constitute only one agreement, the validity and interpretation of which shall be governed by the laws of the State of Colorado.

The provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.

Electronic Signatures are acceptable

SIGNED, SEALED AND DATED this 9th day of May, 2023.

Atlantic Specialty Insurance Company (SEAL)
Surety

By: _____
Brook T. Smith, Attorney-in-Fact

Ensero Solutions U.S. Inc. (SEAL)
Contractor

By: _____

Contractor's Address: 333 W. Hampden Ave., Suite 935
Englewood, CO 80110
Phone: 303-862-3929

Permittee: Colorado Legacy Land, LLC

By: _____

Permittee's Address: 333 W. Hampden Ave., Suite 935
Englewood, CO 80110
Phone: _____

APPROVED:

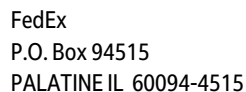
State of Colorado
Mined Land Reclamation Board

Division of Reclamation, Mining and Safety

By: _____ Date: _____
Division Director

Exhibit A: Memorandum of Understanding / Scope of Work

MLRB Board Chairman Approval May 8, 2023





Invoice Number	Invoice Date	Account Number	Page
8-149-29241	Jun 01, 2023	5609-2506-9	2 of 2

FedEx Ground Shipment Summary By Payor Type

FedEx Ground Shipments (Original)

Date	Shipments	Rated Weight lbs	Transportation Charges	Other Handling Charges	Ret Chg/Tax Credits/Other	Total Charges
05/24	1	18	15.67	2.23		17.90
Ground-Bill Third Party Subtotal						\$17.90
Total FedEx Ground		1	18	\$15.67	\$2.23	\$17.90

TOTAL THIS INVOICE **USD** **\$17.90**

FedEx Ground Bill Third Party Detail (Original)

Ship Date: May 24, 2023		Cust. Ref.: NO REFERENCE INFORMATION		P.O.#:	
Payor: Third Party		Dept.#:			
We calculated your charges based on a dimensional weight of 18.0 lbs, 16 in x 13 in x 12 in, using a dimensional factor of 139.					
Tracking ID	398733616920	Sender	Recipient	Transportation Charge	15.67
Service Type	Bill 3rd Party, Dom	Amy Schrey	BILLY RAY	Fuel Surcharge	2.23
Zone	02	Amy Schrey	ENSERO SOLUTIONS	Total Charge	USD \$17.90
Packages	1	2906 W OLIVE ST	333 W HAMPDEN AVE		
Actual Weight	7.1 lbs	FORT COLLINS CO 80521	STE 935		
Rated Weight	18 lbs		ENGLEWOOD CO 80110-233099		
Delivered	May 25, 2023				
Bill Third Party Subtotal				USD	\$17.90
Total FedEx Ground				USD	\$17.90

FedEx® Billing Online

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INVOICE

Environmental Restoration Group, Inc.
 8809 WASHINGTON STREET NE
 SUITE 150
 ALBUQUERQUE, NM 87113
 505-298-4224
 www.ergoffice.com

Invoice Date: 5/28/23
 Total Amount: \$1,254.24
 Number: 4910
 Invoice Period: 05/01/23 - 05/28/23
 PO Number: 1893
 Terms: Net 30
 Project: 0255-07 Schwartz RSO Support

ENSERO SOLUTIONS US, INC.
 333 W Hampden Ave Suite 935
 Englewood, CO 80110

BUDGET SUMMARY & INVOICE DETAILS

Description	Total Budget	Remaining Budget (\$)	Total Billed (\$)	This Invoice (\$)
07-01 RSO Support PO 1893	\$45,953.13	\$45,137.13	\$816.00	\$816.00
07-02 Response to NOV PO 1918	\$13,369.20	\$12,930.96	\$438.24	\$438.24
07-03 Cleanup of Alluvial Fill PO	\$26,657.20	\$26,657.20	--	--
	--	--	--	--
BUDGET TOTALS	\$85,979.53	\$84,725.29	\$1,254.24	\$1,254.24

Source	Team Role	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees						
Bryan Erdmann	HP	5/26/23	Annual AU training and documentation.	2.00	\$142.00	\$284.00
Randall Whicker	PM	5/26/23	Annual AU radiation protection training.	2.00	\$195.00	\$390.00
Bryan Erdmann	HP	5/23/23	2022 dose calcs	1.00	\$142.00	\$142.00
			07-01 RSO Support PO 1893	5.00		\$816.00
Randall Whicker	PM	5/26/23	Conference call with Ensero on NOV response and RML amendment request. Subsequent discussions with ERG project staff.	2.00	\$195.00	\$390.00
			07-02 Response to NOV PO 1918	2.00		\$390.00
			Professional Fees	7.00		\$1,206.00
Reimbursable Expenses						
Laura High	PROJ ANALYST	5/28/23	Admin Fee - 4% of labor 0255-07-02	--	\$0.00	\$48.24
			07-02 Response to NOV PO 1918	--		\$48.24



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SUITE 150
ALBUQUERQUE, NM 87113
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333 W Hampden Ave Suite 935
Englewood, CO 80110

Source	Team Role	Date	Description	Hrs / Qnt	Rate	Amount
			Reimbursable Expenses	--		\$48.24
			TOTAL FEES/EXPENSES	--		\$1,254.24
TOTAL AMOUNT DUE						\$1,254.24

Thank you for your business.

A finance charge of 1 1/2% per month which is an annual percentage rate of 18% may be added to all past due accounts.