

### Document Information Form

Mine Number: C/007/004

File Name: Incoming

To: DOGM

From:

Person N/A

Company N/A

Date Sent: N/A

Explanation:

RECLAMATION AGREEMENT

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cc:

File in: C/007/004, Incoming

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Date \_\_\_\_\_ For additional information

*file Original in  
Fireproof file*

Updated November 1994

*ACT/007/004*

*Copy to #4*

RECLAMATION AGREEMENT

(COAL)

*and P  
and copy PAM*

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RECL.AGR

File in:

- Confidential
- Shelf
- Expandable

Refer to Record No. 0005 Date \_\_\_\_\_

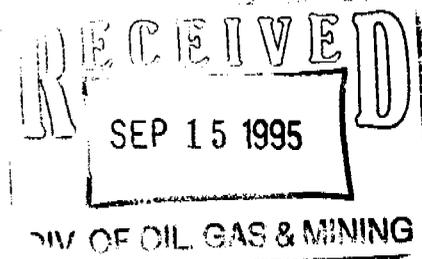
In C/ 007, 004, Incoming

For additional information \_\_\_\_\_

RECLAMATION AGREEMENT

Permit Number: ACT 007/004  
Date Original Permit Issued: 12/24/84  
Effective Date of Agreement:

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340



COAL RECLAMATION AGREEMENT  
--ooOoo--

For the purposes of this RECLAMATION AGREEMENT the terms below are defined as follows:

"PERMIT": (Mine Permit No.) ACT 007/004 (County) Carbon  
"MINE": (Name of Mine) Castle Gate Mine  
"PERMITTEE": (Company or Name) Amax Coal Company  
(Address) c/o Cyprus Plateau Mining Corporation  
P.O. Drawer PMC, Price, Utah 84501  
"PERMITTEE'S REGISTERED AGENT": (Name) C.T. Corporation System  
(Address) 50 West Broadway 8th Floor  
(Phone) Salt Lake City, Utah 84101  
(801) 364-5101  
"COMPANY OFFICERS": See Attachment 1  
"BOND TYPE": (Form of Bond) Surety  
"BOND": (Bond Amount-Dollars) \$2,242,430  
(Escalated Year-Dollars) \$2,559,000 - Year 2000 Dollars  
"INSTITUTION": (Bank or Agency) N/A  
POLICY OR ACCOUNT NUMBER N/A  
"LIABILITY INSURANCE": (Exp.) 7/1/95-96  
(Insurance Company) National Union Fire Insurance Company  
"STATE": Utah Department of Natural Resources  
"DIVISION": Division of Oil, Gas and Mining  
"DIVISION DIRECTOR": James Carter

EXHIBITS:

"SURFACE DISTURBANCE" Exhibit "A" \_\_\_\_\_  
"BONDING AGREEMENT" Exhibit "B" \_\_\_\_\_  
"LIABILITY INSURANCE" Exhibit "C" \_\_\_\_\_  
"STIPULATION TO CHANGE BOND" Exhibit "D" \_\_\_\_\_

Revision Dates

## RECLAMATION AGREEMENT

This **RECLAMATION AGREEMENT** (hereinafter referred to as "Agreement") is entered into by the Permittee.

**WHEREAS**, on December 24, 1984, the Division approved the Permit Application Package, hereinafter "PAP", submitted by Amax Coal Company, hereinafter "Permittee"; and

**WHEREAS**, prior to issuance of a permit to conduct mining and reclamation operations on the property described in the PAP, hereinafter "Property", the Permittee is obligated by Title 40-10-1, et seq., Utah Code Annotated (1953, as amended), hereinafter "Act", to file with the Division a bond ensuring the performance of the reclamation obligations in the manner and by the standards set forth in the PAP, the Act, and the State of Utah Division of Oil, Gas and Mining Rules pertaining to Coal Mining and Reclamation Activities, hereinafter "Rules"; and

**WHEREAS**, the Permittee is ready and willing to file the bond in the amount and in a form acceptable to the Division and to perform all obligations imposed by the Division pursuant to applicable laws & regulations relating to the reclamation of the Property; and

**WHEREAS**, the Division is ready and willing to issue the permittee a mining and reclamation permit upon acceptance and approval of the bond.

**NOW, THEREFORE**, the Division and the Permittee agree as follows:

1. The provisions of the Act and the Rules are incorporated by reference herein and hereby made a part of this Agreement. Provisions of the Act or Rules shall supersede conflicting provisions of this Agreement.
2. The Permittee agrees to comply with all terms and provisions of the PAP, the Act and the Rules, including the reclamation of all areas disturbed by surface coal mining and reclamation operations despite the eventuality that the cost of actual reclamation exceeds the bond amount.
3. The Permittee has provided a legal description of the property including the number of acres approved by the Division to be disturbed by surface mining and reclamation operations during the permit period. The description is attached as Exhibit "A", and is incorporated by reference and shall be referred to as the "Surface Disturbance".
4. The Permittee agrees to provide a bond to the Division in the form and amount acceptable to the Division ensuring the performance of the reclamation obligations in the manner and by the standards set forth in the PAP, the Act and the Rules. Said bond is attached as Exhibit "B" and is incorporated by reference.

## RECLAMATION AGREEMENT

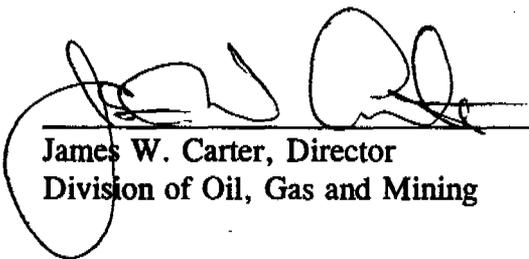
5. The Permittee agrees to maintain in full force and effect the public liability insurance policy submitted as part of the permit application. The Division shall be listed as an additional insured on said policy.
6. In the event that the Surface Disturbance is increased through expansion of the coal mining and reclamation operations or decreased through partial reclamation, the Division shall adjust the bond as appropriate.
7. The Permittee does hereby agree to indemnify and hold harmless the State of Utah and the Division from any claim, demand, liability, cost, charge, or suit initiated by a third party as a result of the Permittee or Permittee's agent or employees failure to abide by the terms and conditions of the approved PAP and this Agreement.
8. The terms and conditions of this Agreement are non-cancelable until such time as the Permittee has satisfactorily, as determined by the Division, reclaimed the Surface Disturbance in accordance with the approved PAP, the Act, and the Rules. Notwithstanding the above, the Division may direct, or the Permittee may request and the Division may approve, a written modification to this Agreement.
9. The Permittee may, at any time, submit a request to the Division to substitute the bonding method. The Division may approve the substitution if the bond meets the requirements of the Act and the Rules, but no bond shall be released until the Division has approved and accepted the replacement bond.
10. Any revision in the Surface Disturbance, the bond amount, the bond type, the liability insurance amount coverage, and/or the liability insurance company, or other revisions affecting the terms and conditions of this Agreement shall be submitted on the form entitled "Stipulation to Revise Reclamation Agreement" and shall be attached hereto as Exhibit "D" (other exhibits as appropriate).
11. This Agreement shall be governed and construed in accordance with the laws of the state of Utah. The Permittee shall be liable for all reasonable costs incurred by the Division to enforce this agreement.
12. Any breach of the provisions of this Agreement, the Act, the Rules, or the PAP may, at the discretion of the Division, result in enforcement actions by the division which include but are not limited to, an order to cease coal mining and reclamation operations, revocation of the Permittee's permit to conduct coal mining and reclamation operations and forfeiture of the bond.

**RECLAMATION AGREEMENT**

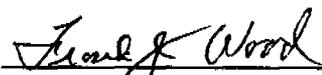
- 13. In the event of forfeiture, the Permittee agrees to be liable for additional costs in excess of the bond amount which may be incurred by the Division in order to comply with the PAP, the Act, and the Rules. Any excess monies resulting from the forfeiture of the bond amount upon compliance with this contract shall be refunded as directed by the permittee or, if a dispute arises, as directed by a court of competent jurisdiction by interpleading the funds subject to the dispute.
  
- 14. Each signatory below represents that he/she is authorized to execute this Agreement on behalf of the named party. Proof of such authorization is provided on a form acceptable to the Division and is attached hereto.

SO AGREED this 13<sup>th</sup> day of September, 19 95

**STATE OF UTAH:**

  
\_\_\_\_\_  
James W. Carter, Director  
Division of Oil, Gas and Mining

**PERMITTEE:**

  
\_\_\_\_\_  
Company Officer - Position  
Frank J. Wood  
Vice President  
  
\_\_\_\_\_  
Company Officer - Position

**NOTE:** An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the Principal is a corporation, the Agreement shall be executed by its duly authorized officer.

August 1, 1995

**AMAX COAL COMPANY**

(Formerly Ayrshire Oil Corporation, name changed to Ayrshire Coal Company, Inc. 10/21/69;  
renamed Amax Coal Company, Inc. 1/1/72; renamed Amax Coal Company 2/17/84;  
renamed Amax Coal Company, Inc. 7/17/84; renamed Amax Coal Company 6/15/87)

**Principal Operating Office:** 9100 East Mineral Circle  
Englewood, CO 80112

**Incorporation:**  
State Delaware  
Date November 26, 1948  
Existence Perpetual

**Annual Stockholders' Meeting:**  
Date Last Thursday in June at 2:00 p.m.  
Location 9100 East Mineral Circle, Englewood, CO 80112

**Resident Agent in State of Incorporation:** CT Corporation System  
1209 Orange St., Wilmington, DE 19801

**Qualified to Do Business In:** Colorado, Illinois, Indiana, Kentucky, Minnesota, Utah,  
Wyoming

**Capital Stock:**  
Authorized 100 shares - \$10 par value  
Outstanding 100 shares  
Ownership Cyprus Amax Coal Company

**Principal Activity:** Operates coal mines in Indiana and Illinois; holds title to  
personal property at Castle Gate Mine in Utah; holds 60%  
interest in Yankeetown Dock Corporation.

**IRS Identification Number:** 35-6030195

**Officers:**

President	W. M. Hart	Jan. 3, 1995
Senior Vice President	G. J. Malys	Dec. 20, 1993
Senior Vice President, Sales and Marketing	N. P. Moros	Dec. 20, 1993
Senior Vice President, General Counsel and Secretary	P. C. Wolf	Dec. 20, 1993
Vice President and General Manager	A. T. Palm	May 11, 1995
Vice President and General Manager	J. R. Kempf	Apr. 3, 1995
Vice President, Sales and Marketing	D. J. Drabant	Dec. 20, 1993
Vice President	G. E. Vajda	Jan. 3, 1995
Vice President and Treasurer	F. J. Kane	Jan. 11, 1994
Vice President and Controller	F. J. Wood	Dec. 20, 1993
Assistant Treasurer	F. S. Hakimi	Dec. 20, 1993
Director of Tax	J. D. Flemming	Dec. 20, 1993
Assistant Secretary	S. J. Fetherhuff	July 31, 1995
Assistant Secretary	M. W. Kegley	June 27, 1991
Assistant Secretary	G. A. Walker	Dec. 20, 1993
Assistant Secretary	D. E. Huffman	July 15, 1994
Assistant Secretary	S. E. Chetlin	Apr. 3, 1995
<b>Directors:</b>	P. C. Wolf	Nov. 15, 1993
	G. J. Malys	Nov. 15, 1993
	G. R. Spindler	Jan. 3, 1995

*NOTE: CAF financing restrictions; 1994 sale/leaseback financing restrictions*

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**RECLAMATION AGREEMENT**

**EXHIBIT "A"**  
**SURFACE DISTURBANCE**  
**LEGAL DESCRIPTION**

Exhibit "A" - SURFACE DISTURBANCE

Permit Number: ACT/007/004  
Effective Date: 12/24/84

**SURFACE DISTURBANCE**  
--ooOOoo--

In accordance with the RECLAMATION AGREEMENT, the PERMITTEE intends to conduct coal mining and reclamation activities on or within the SURFACE DISTURBANCE as described hereunder:

Total acres of SURFACE DISTURBANCE: 27.5

Legal Description of SURFACE DISTURBANCE:

See Exhibit "A"

This SURFACE DISTURBANCE is covered by the reclamation surety provided in Exhibit B.

IN WITNESS WHEREOF the SURETY has hereunto set its signature and seal this 12th day of September, 19 95.

St. Paul Fire and Marine Insurance Company  
**SURETY**

By: Wendy W. Stuckey

Title: Wendy W. Stuckey, Attorney-in-Fact

**Exhibit "A"**

**A legal description of the disturbed area for which this bond covers:**

**Township 13 South, Range 9 East, Salt Lake Base and Meridian**

**Section 1: Portion of NE $\frac{1}{4}$**

**Township 12 South, Range 10 East, Salt Lake Base and Meridian**

**Section 31: Portion of SW $\frac{1}{4}$**

**Township 13 South, Range 10 East, Salt Lake Base and Meridian**

**Section 6: Portion of NW  $\frac{1}{4}$**

**EXHIBIT "B"**

**SURETY BOND**  
**(FEDERAL COAL)**

Revised October 1990  
Exhibit "B" - BONDING AGREEMENT  
SURETY BOND

Bond No. JT1133

Permit Number: ACT/007/004

**SURETY BOND  
(FEDERAL COAL)**

--ooOOoo--

THIS SURETY BOND entered into and by and between the undersigned PERMITTEE, and SURETY COMPANY, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining (DIVISION), and the U.S. Department of Interior, Office of Surface Mining Reclamation and Enforcement (OSM) in the penal sum of (\$ 2,559,000.00 ) (Surety Bond Amount) for the timely performance of reclamation responsibilities of the surface disturbance described in Exhibit "A" of this Reclamation Agreement.

This SURETY BOND shall remain in effect until all of the PERMITTEE's reclamation obligation have been met and released by the DIVISION and is conditioned upon faithful performance of all of the requirements of the Act, the applicable rules and regulations, SMCRA, the approved permit and the DIVISION.

The SURETY will not cancel this bond at any time for any reason, including non-payment of premium or bankruptcy of the Principal during the period of liability.

The SURETY and their successors and assigns, agree to guarantee the obligation and to indemnify, defend, and hold harmless the DIVISION and OSM from any and all expenses which the DIVISION and OSM may sustain as a result of the PERMITTEE's failure to comply with the condition(s) of the reclamation obligation.

The SURETY will give prompt notice to the PERMITTEE and to the DIVISION and OSM of any notice received or action alleging to insolvency or bankruptcy of the SURETY, or alleging any violations or regulatory requirements which could result in suspension or revocation of the SURETY's license.

Terms for release or adjustment of this BOND are as written and agreed to by the DIVISION and the PERMITTEE in the RECLAMATION AGREEMENT incorporated by reference herein, to which this SURETY AGREEMENT has been attached as Exhibit "B".

Revised October 1990  
Exhibit "B" - BONDING AGREEMENT  
SURETY BOND

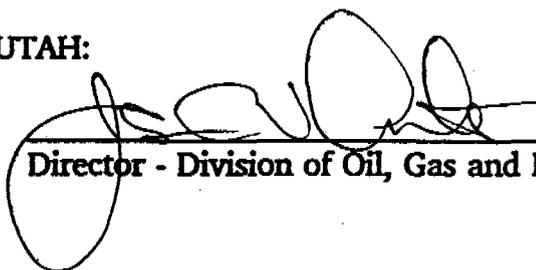
IN WITNESS WHEREOF, the PERMITTEE has hereunto set its signature and seal  
this 12th day of September, 19 95.

Amax Coal Company  
PERMITTEE  
By: Frank J. Wood  
Title: Vice President

IN WITNESS WHEREOF, the SURETY has hereto set its signature and seal this  
12th day of September, 19 95.

St. Paul Fire and Marine Insurance Company  
SURETY  
By: Wendy W. Stuckey  
Title: Wendy W. Stuckey, Attorney-in-Fact

ACCEPTED BY THE STATE OF UTAH:

  
Director - Division of Oil, Gas and Mining

NOTE: An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the PERMITTEE is a corporation, the Agreement shall be executed by its duly authorized officer.

**CERTIFIED COPY NO.**

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

1839700

F-13338

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

**William N. Burke, Elsa Alvarez, Mary C. Jones, Dan W. Burton, Wendy W. Stuckey, Sharon J. Sweeney, individually, Houston, Texas**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

**NOT TO EXCEED IN PENALTY THE SUM OF TWENTY-FIVE MILLION DOLLARS (\$25,000,000) EACH**

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Shareholders of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6 (C):

- "The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
  - (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
  - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of November, A.D. 1990.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY



STATE OF NEW JERSEY } ss.  
County of Somerset

*Michael B. Keegan*  
MICHAEL B. KEEGAN, Secretary

On this 5th day of May, 19 95, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the township of Bedminster, New Jersey, the day and year first above written.



*Linda Smethers*  
LINDA SMETHERS, Notary Public, Middlesex, NJ  
My Commission Expires December 16, 1996

**CERTIFICATION**

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this  
12th day of September, 19 95

*Michael W. Anderson*  
MICHAEL W. ANDERSON, Asst. Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.**

**EXHIBIT "C"**  
**LIABILITY INSURANCE**

**CERTIFICATE OF LIABILITY INSURANCE**

Issued To:  
State of Utah  
Department of Natural Resources  
Division of Oil, Gas and Mining  
-ooOoo-

**THIS IS TO CERTIFY THAT:**

National Union Fire Insurance Company

(Name of Insurance Company)

675 Bering Drive, Houston, TX 77057

(Home Office Address of Insurance Company)

**HAS ISSUED TO:**

Cyprus Amax Minerals Company including Amax Coal Company

(Name of Permittee)

Castle Gate Mines

ACT/007/004

(Mine Name)

(Permit Number)

**CERTIFICATE OF INSURANCE:**

GL1212703

07-01-95/96

(Policy Number)

(Effective Date)

**UNDER THE FOLLOWING TERMS AND CONDITIONS:**

Per R645-301-890 Terms and Conditions for Liability Insurance:

- A. The **DIVISION** shall require the **PERMITTEE** to submit as part of its permit application a certificate issued by an insurance company authorized to do business in the state of Utah certifying that the applicant has a public liability insurance policy in force for the surface coal mining and reclamation operations for which the permit is sought. Such policy shall provide for personal injury and property damage protection in an amount adequate to compensate any persons injured or property damaged as a result of the surface coal mining and reclamation operations, including the use of explosives and who are entitled to compensation under the applicable provisions of state law. Minimum insurance coverage for bodily injury and property damage shall be \$300,000 for each occurrence and \$500,000 aggregate.
- B. The policy shall be maintained in full force during the life of the permit or any renewal thereof, including the liability period necessary to complete all reclamation operations under this chapter.

**CERTIFICATE OF LIABILITY INSURANCE**

C. The policy shall include a rider requiring that the insurer notify the Division whenever substantive changes are made in the policy including any termination or failure to renew.

IN ACCORDANCE WITH THE ABOVE TERMS AND CONDITIONS, and the Utah Code Annotated 40-10-1 et seq., the Insurance Company hereby attests to the fact that coverage for said Permit Application is in accordance with the requirements of the State of Utah and agrees to notify the Division of Oil, Gas and Mining in writing of any substantive change, including cancellation, failure to renew, or other material change. No change shall be effective until at least thirty (30) days after such notice is received by the Division. Any change unauthorized by the Division is considered breach of the RECLAMATION AGREEMENT and the Division may pursue remedies thereunder.

**UNDERWRITING AGENT:**

Steve G. Mckinnon

(713)783-6640

(Agent's Name)

(Phone)

Aon Natural Resources Worldwide

(Company Name)

2000 Bering Drive, Suite 900

Houston, TX 77057

(Mailing Address)

(City, State, Zip Code)

The undersigned affirms that the above information is true and complete to the best of his/her knowledge and belief, and that he/she is an authorized representative of the above-named insurance company. (An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer.)

9-13-95 Steve G. McKinnon V.P. Steve G. McKinnon

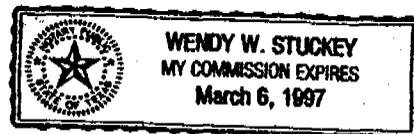
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by Steve G. McKinnon

this 13th day of September, 19 95.

Wendy W. Stuckey  
(Signature)

My Commission Expires: 3-6-97  
(Date)





# AFFIDAVITS OF QUALIFICATION

**AFFIDAVIT OF QUALIFICATION  
PERMITTEE**

--ooOOoo--

I, Frank J. Wood, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) Vice President of Amex Coal Company; and that he/she is duly authorized to execute and deliver the foregoing obligations; and that said PERMITTEE is authorized to execute the same and has complied in all respects with the laws of Utah in reference to commitments, undertakings and obligations herein.

(Signed) Frank J. Wood - Vice President  
Name - Position

Subscribed and sworn to before me this 13<sup>th</sup> day of September, 1995.

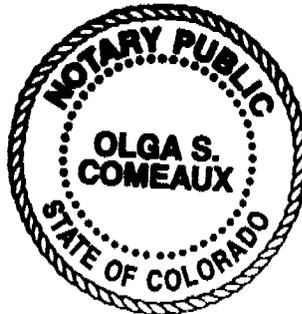
Olga S. Comeaux  
Notary Public

My Commission Expires:

May 26, 1999.

Attest:

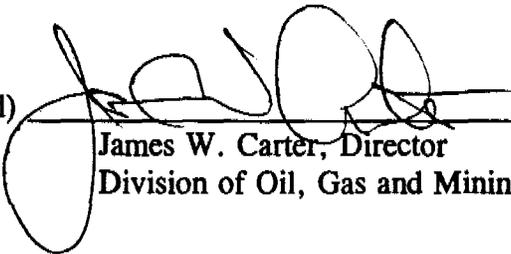
STATE OF Colorado )  
COUNTY OF Arapahoe ) ss:



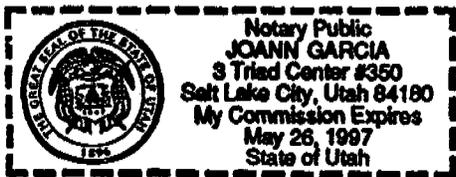
My Commission Expires May 26, 1999

**AFFIDAVIT OF QUALIFICATION  
DIRECTOR  
--ooOOoo--**

I, James W. Carter, being first duly sworn under oath, deposes and says that he is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah; and that he is duly authorized to execute and deliver the foregoing obligations; and that said **DIRECTOR** is authorized to execute the same by authority of law on behalf of the State of Utah.

(Signed)   
James W. Carter, Director  
Division of Oil, Gas and Mining

Subscribed and sworn to before me this 15<sup>th</sup> day of September, 1995.



  
Notary Public

My Commission Expires:

5/26, 19 97.

Attest:

STATE OF Utah )  
COUNTY OF SJC ) ss: