

**SECRETARY'S CERTIFICATE  
PENNSYLVANIA TRANSLOADING, INC.**

I, Michael O. McKown, as Secretary of Pennsylvania Transloading, Inc., hereby correct the ownership and control information submitted on Friday, May 4, 2007, to confirm that Sunburst Resources, Inc. has always been a shareholder of Pennsylvania Transloading, Inc., and has no relation to Consolidated Land Company. Consolidated Land Company is not a shareholder, was submitted in error and should be deleted from the Ownership Family Tree Report.

DATED this 4 day of May, 2007.



Michael O. McKown  
Secretary  
Pennsylvania Transloading, Inc.

File in:

Confidential

Shelf

Expandable

Refer to Record No. 0268 Date 05/11/2007

In C 10070013 Succession

For additional information

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MAY 11 2007

DIV. OF OIL, GAS & MINING

**Section 2**

MURRAY ENERGY CORPORATION  
Suite 300  
29325 Chagrin Boulevard  
Pepper Pike, OH 44122

**Appointment of Officers**

		<u>Begin</u>	<u>End</u>
Robert E. Murray	Chairman, President & Chief Executive Officer	02/23/01 02/23/01	
John R. Forrelli	Vice President	12/18/03	<u>12/17/04</u>
Robert D. Moore	Vice President & Chief Financial Officer	12/17/04 04/23/07	
P. Bruce Hill	Vice President - Human Resources	12/18/03	
Michael D. Loiacono	Treasurer	02/23/01	
Michael D. Loiacono	Chief Financial Officer	12/20/05	04/23/07
Michael O. McKown	Secretary	02/23/01	

**Incorporation Information:**

State of Incorporation	Ohio; Charter No. 1211519
Date of Incorporation	February 23, 2001
ID#	34-1956752

**Shareholder:**

	<u>Begin</u>	<u>End</u>
Murray Energy Holdings Co. (100%)	<u>610/2721/03</u>	
Robert E. Murray	2/23/01	<u>610/2721/03</u>

**Directors:**

Robert E. Murray	02/23/01	
Michael D. Loiacono	12/20/05	04/23/07
Henry W. Fayne	01/28/05	
Richard L. Lawson	01/28/05	
Andrew D. Weissman	10/23/03	
Robert D. Moore	04/23/07	

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**MAY 11 2007**

AMERICAN COMPLIANCE COAL, INC.

29325 Chagrin Boulevard  
Suite 300  
Pepper Pike, Ohio 44122

Officers:

		<u>Begin</u>	<u>End</u>
Stanley T. Piasecki	President	3/1/05	
Charles E. Shestak	Vice President	03/10/03	
Michael O. McKown	Secretary	3/1/05	
Robert D. Moore	Treasurer and Assistant Secretary	6/25/01	
Elmer A. Mottillo	Assistant Treasurer	8/22/03	

Former Officers:

Clyde I. Borrell	President	6/02/97	3/1/05
William W. Taft	Secretary	5/24/94	3/1/05

Incorporation Information:

State of Incorporation Colorado;  
Charter No. 19941059260

Date of Incorporation May 24, 1994

ID #34-1797161

<u>Shareholder:</u>	Murray Energy Corporation (100%)	6/1/01	
	<b><u>Robert E. Murray</u></b>	<b><u>5/24/94</u></b>	<b><u>2/23/01</u></b>

<u>Director:</u>	Robert E. Murray	<b><u>5/24/94</u></b>	<b><u>6/1/01</u></b>
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Revised  
5/2/07

COAL RESOURCES HOLDINGS CO.

29325 Chagrin Boulevard  
Suite 300  
Pepper Pike, Ohio 44122

Officers:

		<u>Begin</u>	<u>End</u>
<u>Robert E. Murray</u>	<u>President and CEO</u>	<u>6/27/03</u>	
<u>Michael D. Lombardo</u>	<u>Treasurer</u>	<u>6/27/03</u>	
	<u>CEO</u>	<u>12/20/05</u>	<u>04/23/07</u>
<u>Robert E. Murray</u>	<u>CEO</u>	<u>04/23/07</u>	
<u>Scott A. Boyle</u>	<u>Chief Financial Officer</u>	<u>10/29/05</u>	<u>12/20/05</u>
<u>E. Bruce Hill</u>	<u>Secretary</u>	<u>3/1/05</u>	<u>11/20/05</u>
<u>Michael O. McKinn</u>	<u>Secretary</u>	<u>11/01/05</u>	
<u>Robert E. Putsick</u>	<u>Assistant Secretary and</u>	<u>6/25/01</u>	
	<u>Assistant Treasurer</u>	<u>6/25/01</u>	
<u>Incorporation information:</u>			
<u>State of Incorporation</u>	<u>Delaware</u>		
	<u>Charter No. 3676954</u>		
<u>Date of Incorporation</u>	<u>June 27, 2003</u>		
<u>ID # 20-0100479</u>			
<u>Shareholders:</u>			
	<u>Robert E. Murray (Class A</u>		
	<u>Shares 100%)</u>		
	<u>Robert Eugene Murray (Class B</u>		
	<u>Shares 20%)</u>		
	<u>Robert Edward Murray (Class</u>		
	<u>B Shares 20%)</u>		
	<u>Ryan Michael Murray (Class B</u>		
	<u>Shares 20%)</u>		
	<u>Jonathan Robert Murray (Class</u>		
	<u>B Shares 20%)</u>		
	<u>First United Bank of Northeast</u>		
	<u>Ohio, Limited (Class B Shares</u>		
	<u>20%)</u>		
<u>Director:</u>	<u>Robert E. Murray</u>	<u>6/27/03</u>	

Revised  
5/10/07

29325 Chagrin Boulevard  
Suite 300  
Pepper Pike, Ohio 44122

**COAL RESOURCES, INC.**

Officers:

		<u>Begin</u>	<u>End</u>
Robert E. Murray	Chairman, President and Chief Executive Officer	3/1/05	
Michael D. Loiacono	Treasurer	1/28/05	
Robert D. Moore	CFO	12/20/05	04/23/07
Scott A. Boyle	CFO	04/23/07	
	Chief Financial Officer	10/17/05	12/20/05
P. Bruce Hill	Secretary	3/1/05	11/01/05
Michael O. McKown	Secretary	11/01/05	
Robert L. Putsock	Assistant Secretary and Assistant Treasurer	6/25/01	6/25/01

Incorporation Information:

State of Incorporation: Ohio;  
Charter No. 717546

Date of Incorporation: January 29, 1988

ID #34-1586390

Shareholder: Coal Resources Holdings Co. **10/21/03**  
**Robert E. Murray** **1/29/88** **10/21/03**

Directors:

Robert E. Murray		
Henry W. Fayne		
Andrew Weissman		
Richard L. Lawson		
Michael D. Loiacono	12/20/05	04/23/07
Robert D. Moore	04/23/07	

Revised  
5/4/10/07

**MURRAY ENERGY CORPORATION**

29325 Chagrin Boulevard, Suite 300  
Pepper Pike, Ohio 44122

Officers:

		<u>Begin</u>	<u>End</u>
Robert E. Murray	Chairman, President, & Chief Executive Officer	02/23/01 02/23/01	
John R. Forrelli	Vice President	12/18/03	<u>12/17/04</u>
Robert D. Moore	Vice President & Chief Financial Officer	12/17/04 04/23/07	
P. Bruce Hill	Vice President- <del>/</del> Human Resources	12/18/03	
Michael D. Loiacono	Treasurer Chief Financial Officer	02/23/01 12/20/05	04/23/07
Robert D. Moore	CFO	04/23/07	
Michael O. McKown	Secretary	02/23/01	

Incorporation Information:

State of Incorporation                      Ohio;  
   Charter No. 1211519

Date of Incorporation                      February 23, 2001

ID #34-1956752

Shareholder:                                      **Robert E. Murray**                      **02/23/01**                      **10/21/03**  
   Murray Energy Holdings Co.                      **10/21/03**  
   100%

Directors:                                      Robert E. Murray                      02/23/01  
   Michael D. Loiacono                      ~~10~~**1**/28/05                      04/23/07  
   Henry W. Fayne                      ~~10~~**1**/28/05  
   Richard L. Lawson                      ~~10~~**1**/28/05  
   Andrew D. Weissman                      10/23/03  
   Robert D. Moorre                      04/23/07

Revised 5/210/07

**MURRAY ENERGY HOLDINGS CO.**

**29325 Chagrin Boulevard, Suite 300**  
**Pepper Pike, Ohio 44122**

**Officers:**

<u>Robert E. Murray</u>	<u>President &amp; CEO</u>	<u>6/30/03</u>	<u>11/29/05</u>
<u>Scott Josle</u>	<u>President &amp; CEO</u>	<u>11/29/05</u>	<u>12/30/05</u>
<u>Michael D. Lombardo</u>	<u>President &amp; CEO</u>	<u>1/10/05</u>	<u>5/23/07</u>
<u>Robert D. Moore</u>	<u>President &amp; CEO</u>	<u>5/23/07</u>	
<u>Michael D. Lombardo</u>	<u>Treasurer</u>	<u>1/10/05</u>	
		<u>6/30/03</u>	
<u>Michael O. McKown</u>	<u>Secretary</u>	<u>6/30/03</u>	
<u>Incorporation Information:</u>			
<u>State of Incorporation</u>	<u>Delaware</u>		
	<u>Charter No. 3676958</u>		
<u>Date of Incorporation</u>	<u>June 27, 2003</u>		
<u>ID #</u>	<u>20-01002163</u>		
<u>Shareholders:</u>			
	<u>Robert Eugene Murray</u>		
	<u>Robert Edward Murray</u>		
	<u>Jonathan Robert Murray</u>		
	<u>Ryan Michael Murray</u>		
	<u>Fifth Third Bank of</u>		
	<u>Northeast Ohio, Trustee</u>		
<u>Directors:</u>			
	<u>Robert E. Murray</u>	<u>6/30/03</u>	
	<u>Michael D. Lombardo</u>	<u>6/30/03</u>	<u>5/23/07</u>
	<u>Michael O. McKown</u>	<u>6/30/03</u>	
	<u>Robert D. Moore</u>	<u>5/23/07</u>	

**PENNSYLVANIA TRANSLOADING, INC.**

29325 Chagrin Boulevard  
Suite 300  
Pepper Pike, Ohio 44122

Officers:

Paul B. Piccolini	President	4/28/06
James R. Turner, Jr.	Treasurer	3/1/05
Michael O. McKown	Secretary	3/1/05

Incorporation Information:

State of Incorporation                      Ohio;  
Charter No. 736747

Date of Incorporation                      November 18, 1988

Qualified:                                      Pennsylvania;  
December 28, 1988

Certificate of Authority                      No. 8898868

ID #34-1603748

Shareholder:                                      Sunburst Resources, Inc.                      04/01/96  
(100%)<sup>10</sup>

Director:    Robert E. Murray

Revised  
5/210/07

<sup>10</sup> Sunburst Resources, Inc. has always been a shareholder and has no relation to Consolidated Land Company.

**Section 2**

MURRAY ENERGY CORPORATION  
Suite 300  
29325 Chagrin Boulevard  
Pepper Pike, OH 44122

**Appointment of Officers**

		<u>Begin</u>	<u>End</u>
Robert E. Murray	Chairman, President & Chief Executive Officer	02/23/01 02/23/01	
John R. Forrelli	Vice President	12/18/03	12/17/04
Robert D. Moore	Vice President & Chief Financial Officer	12/17/04 04/23/07	
P. Bruce Hill	Vice President - Human Resources	12/18/03	
Michael D. Loiacono	Treasurer	02/23/01	
Michael D. Loiacono	Chief Financial Officer	12/20/05	04/23/07
Michael O. McKown	Secretary	02/23/01	

**Incorporation Information:**

State of Incorporation	Ohio; Charter No. 1211519
Date of Incorporation	February 23, 2001
ID#	34-1956752

**Shareholder:**

	<u>Begin</u>	<u>End</u>
Murray Energy Holdings Co. (100%)	10/21/03	
Robert E. Murray	2/23/01	10/21/03

**Directors:**

Robert E. Murray	02/23/01	
Michael D. Loiacono	12/20/05	04/23/07
Henry W. Fayne	01/28/05	
Richard L. Lawson	01/28/05	
Andrew D. Weissman	10/23/03	
Robert D. Moore	04/23/07	

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**DIV. OF OIL, GAS & MINING**

**AMERICAN COMPLIANCE COAL, INC.**

29325 Chagrin Boulevard  
Suite 300  
Pepper Pike, Ohio 44122

Officers:

		<u>Begin</u>	<u>End</u>
Stanley T. Piasecki	President	3/1/05	
Charles E. Shestak	Vice President	03/10/03	
Michael O. McKown	Secretary	3/1/05	
Robert D. Moore	Treasurer and Assistant Secretary	6/25/01	
Elmer A. Mottillo	Assistant Treasurer	8/22/03	

Former Officers:

Clyde I. Borrell	President	6/02/97	3/1/05
William W. Taft	Secretary	5/24/94	3/1/05

Incorporation Information:

State of Incorporation Colorado;  
Charter No. 19941059260

Date of Incorporation May 24, 1994

ID #34-1797161

Shareholder:

Murray Energy Corporation (100%)	6/1/01	
Robert E. Murray	5/24/94	2/23/01

Director:

Robert E. Murray	5/24/94
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Revised  
5/2/07

29325 Chagrin Boulevard  
Suite 300  
Pepper Pike, Ohio 44122

**COAL RESOURCES HOLDINGS CO.**

Officers:

		<u>Begin</u>	<u>End</u>
Robert E. Murray	President and CEO	6/27/03	
Michael D. Loiacono	Treasurer	6/27/03	
	CFO	12/20/05	04/23/07
Robert D. Moore	CFO	04/23/07	
Scott A. Boyle	Chief Financial Officer	10/29/05	12/20/05
P. Bruce Hill	Secretary	3/1/05	11/01/05
Michael O. McKown	Secretary	11/01/05	
Robert L. Putsock	Assistant Secretary and Assistant Treasurer	6/25/01 6/25/01	

Incorporation Information:

State of Incorporation Delaware;  
Charter No. 3676954

Date of Incorporation June 27, 2003

ID #20-0100479

Shareholder:

Robert E. Murray (Class A Shares  
100%)  
Robert Eugene Murray (Class B  
Shares 20%)  
Robert Edward Murray (Class B  
Shares 20%)  
Ryan Michael Murray (Class B  
Shares 20%)  
Jonathan Robert Murray (Class B  
Shares 20%)  
Fifth Third Bank of Northeast  
Ohio, Trustee (Class B Shares  
20%)

Director:

Robert E. Murray 6/27/03

Revised  
5/10/07

**COAL RESOURCES, INC.**

29325 Chagrin Boulevard  
 Suite 300  
 Pepper Pike, Ohio 44122

Officers:

		<u>Begin</u>	<u>End</u>
Robert E. Murray	Chairman, President and Chief Executive Officer	3/1/05	
Michael D. Loiacono	Treasurer	1/28/05	
	CFO	12/20/05	04/23/07
Robert D. Moore	CFO	04/23/07	
Scott A. Boyle	Chief Financial Officer	10/17/05	12/20/05
P. Bruce Hill	Secretary	3/1/05	11/01/05
Michael O. McKown	Secretary	11/01/05	
Robert L. Putsock	Assistant Secretary and Assistant Treasurer	6/25/01	6/25/01

Incorporation Information:

State of Incorporation: Ohio;  
 Charter No. 717546

Date of Incorporation: January 29, 1988

ID #34-1586390

Shareholder:

Coal Resources Holdings Co.	10/21/03	
Robert E. Murray	1/29/88	10/21/03

Directors:

Robert E. Murray		
Henry W. Fayne		
Andrew Weissman		
Richard L. Lawson		
Michael D. Loiacono	12/20/05	04/23/07
Robert D. Moore	04/23/07	

Revised  
 5/10/07

**MURRAY ENERGY CORPORATION**

29325 Chagrin Boulevard, Suite 300  
Pepper Pike, Ohio 44122

Officers:

		<u>Begin</u>	<u>End</u>
Robert E. Murray	Chairman, President, & Chief Executive Officer	02/23/01	
John R. Forrelli	Vice President	12/18/03	12/17/04
Robert D. Moore	Vice President & Chief Financial Officer	12/17/04	
P. Bruce Hill	Vice President/Human Resources	04/23/07	
Michael D. Loiacono	Treasurer	12/18/03	
	Chief Financial Officer	02/23/01	
Robert D. Moore	CFO	12/20/05	04/23/07
Michael O. McKown	Secretary	04/23/07	
		02/23/01	

Incorporation Information:

State of Incorporation      Ohio;  
Charter No. 1211519

Date of Incorporation      February 23, 2001

ID #34-1956752

Shareholder:

Robert E. Murray	02/23/01	10/21/03
Murray Energy Holdings Co.	10/21/03	
100%		

Directors:

Robert E. Murray	02/23/01	
Michael D. Loiacono	01/28/05	04/23/07
Henry W. Fayne	01/28/05	
Richard L. Lawson	01/28/05	
Andrew D. Weissman	10/23/03	
Robert D. Moorre	04/23/07	

Revised 5/10/07

## MURRAY ENERGY HOLDINGS CO.

29325 Chagrin Boulevard, Suite 300  
Pepper Pike, Ohio 44122

### Officers:

Robert E. Murray	President & CEO	6/30/03	11/29/05
Scott Boyle	President & CEO	11/29/05	12/20/05
Michael D. Loiacono	President & CEO	1/10/05	5/23/07
Robert D. Moore	President & CEO	5/23/07	
Michael D. Loiacono	Treasurer	1/10/05	
		6/30/03	
Michael O. McKown	Secretary	6/30/03	

### Incorporation Information:

State of Incorporation	Delaware; Charter No. 3676958
Date of Incorporation	June 27, 2003
ID #	20-0100463

### Shareholders:

Robert Eugene Murray  
Robert Edward Murray  
Jonathan Robert Murray  
Ryan Michael Murray  
Fifth Third Bank of  
Northeast Ohio, Trustee

### Directors:

Robert E. Murray	6/30/03	
Michael D. Loiacono	6/30/03	5/23/07
Michael O. McKown	6/30/03	
Robert D. Moore	5/23/07	

**PENNSYLVANIA TRANSLOADING, INC.**

29325 Chagrin Boulevard  
Suite 300  
Pepper Pike, Ohio 44122

Officers:

Paul B. Piccolini	President	4/28/06
James R. Turner, Jr.	Treasurer	3/1/05
Michael O. McKown	Secretary	3/1/05

Incorporation Information:

State of Incorporation                      Ohio;  
Charter No. 736747

Date of Incorporation                      November 18, 1988

Qualified:                                      Pennsylvania;  
December 28, 1988

Certificate of Authority                      No. 8898868

ID #34-1603748

Shareholder:                                      Sunburst Resources, Inc.                      04/01/96  
(100%)<sup>1</sup>

Director:    Robert E. Murray

Revised  
5/10/07

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<sup>1</sup> Sunburst Resources, Inc. has always been a shareholder and has no relation to Consolidated Land Company.

**State of Utah  
Department of Natural Resources  
Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
P.O. Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5340**

**Contents:**

Reclamation Agreement

Exhibit "A"  
Bonded Area

Exhibit "B"  
Bonding Agreement  
Surety Bond

Exhibit "C"  
Liability Insurance

Affidavits of Qualification

Power of Attorney

Exhibit "D"  
Stipulation to Revise Reclamation Agreement

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MAY 11 2007  
DIV. OF OIL, GAS & MINING

Permit Number: ACT 007/013 Part "B"  
Date Original Permit Issued: \_\_\_\_\_  
Effective Date of Agreement: \_\_\_\_\_  
Bond Number: [REDACTED]  
Bond Number: [REDACTED]

### RECLAMATION AGREEMENT

This **RECLAMATION AGREEMENT** (hereafter referred to as "Agreement") is entered into by **UtahAmerican Energy, Inc.** (hereafter referred to as the "Permittee") and the State of Utah, Department of Natural Resources, Division of Oil, Gas and Mining (hereafter referred to as the "Division").

For the purpose of the **AGREEMENT** the information provided below, shall constitute forms of definition or are for information regarding the Permittee or its operations.

"**ACT**": Title 40-10-1, et. seq., Utah Code Annotated (1953, as amended)

"**BOND**": A bond in compliance with Utah Administrative Rule 645-301-800, et. seq.

"**BOND AMOUNT**" [REDACTED] \$1,556,000  
[REDACTED] \$130,000

"**BONDED AREA**":

**Section 15**  
Portions of W2SE4; Portions of NE4SW4; Portions of SE4SW4;  
Containing 42.6 acres more or less

"**BOND TYPE**": Surety Bond

**XL Surety** [REDACTED]  
25 Independence Boulevard  
Suite 103  
Warren, NJ 07059  
(908) 903-9200

**Rockwood Casualty Insurance Company** [REDACTED]  
654 main Street  
Rockwood, PA 15557  
(800) 837-9062

**"COMPANY OFFICERS":** P. Bruce Hill: President and Chief Executive Officer  
Robert D. Moore: Treasurer  
Michael O. McKown: Secretary

**"COOPERATIVE AGREEMENT":** That certain agreement codified at 30 C. F.  
R. 944.30

**"DISTURBED AREA":**

**Section 15**

**Portions of W2SE4; Portions of NE4SW4; Portions of SE4SW4;  
Containing 42.6 acres more or less**

**"LIABILITY INSURANCE":** Public liability insurance policy submitted  
as part of the permit application and attached as Exhibit "C".

Insurance Company: **Reschini Agency Inc.**  
Address: **922 Philadelphia Street  
P.O. Box 449  
Indiana, PA 15701**  
Telephone Number: **(724) 349-1300**  
Policy Number: **37104410 & 73171037**  
Expiration Date: **06/01/2007**

**"MINE":** Lila Canyon (Extension to Horse Canyon Mine Part "B")

**"OSM":** United States Department of the Interior,  
Office of Surface Mining Reclamation and Enforcement.

**"PERMIT":** ACT 007/013

**"PERMITTEE":** UtahAmerican Energy, Inc.  
P.O. Box 986  
Price, Utah 84501  
(435) 888-4000  
(435) 888-4007

**"PERMITTEE'S UTAH REGISTERED AGENT FOR SERVICE OF PROCESS":**

**CT Corporation System  
136 East South Temple Ste 2100  
SLC, UT 84111**

**"REGULATIONS":** The regulations promulgated by the Division  
and OSM pertaining to coal mining and reclamation activities.

**"SMCRA":** The Surface Mining Control and  
Reclamation Act of 1977, 30 U.S.C. §§ 1201, et. seq.

**"SURETY":**

The following Exhibits are incorporated within and made a part of this Agreement.

**EXHIBITS:**

**"BONDED AREA"**

**Exhibit "A"**

**"BONDING AGREEMENT"**

**Exhibit "B"**

**"LIABILITY INSURANCE"**

**Exhibit "C"**

Permittee's agents or employees failure to abide by the terms and conditions of the approved Permit (which is based upon the approved Permit Application Package), and this Agreement. In the event the Cooperative Agreement is terminated, this paragraph will inure to the benefit of OSM with respect to Federal Lands, and otherwise to the benefit of the Division.

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 Disturbed Area in accordance with this Agreement, the approved Permit (which is based upon the approved Permit Application Package), the Act, and the Regulations. Notwithstanding the above, the Division may direct, or the Permittee may request and the Division may approve a written modification to this Agreement in accordance with applicable law.
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 new Bond form meets the requirements of the Act, and the Regulations, but no Bond shall be released until the Division has approved and accepted the replacement Bond.
10. 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.
11. Any breach of the provisions of this Agreement, the Act, the Regulations, or the Permit (which is based upon the approved Permit Application Package) 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 and forfeiture of the Bond.
12. In the event of forfeiture of the Bond, 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 Permit (which is based upon the approved Permit Application Package), the Act, and the Regulations. Any excess monies resulting from the forfeiture of the Bond, upon compliance with this Agreement, 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.
13. No delay on the part of the Division in exercising any right, power, or privilege, under the Permit, the Bonding Agreement (Exhibit "B") and/or this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege thereof preclude other or further exercise of any right, power or privilege. The provisions of this Agreement are severable, and if any provision of this Agreement, or the application of any provision of this Agreement, to any circumstances is held invalid,

the application of such provision to other circumstances, and the remainder of this Agreement, shall not be affected thereby.

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 thereto.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**STATE OF UTAH:**

\_\_\_\_\_  
Director,  
Division of Oil, Gas and Mining

**PERMITTEE:**

By: P. Bruce Hill

Title: President & CEO

**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.

**EXHIBIT "A"**

**Bonded Area  
Legal Description**

(Federal Coal)

Permit Number ACT/007/013

**EXHIBIT "A"**

**PERMIT AREA**

In accordance with the RECLAMATION AGREEMENT, the PERMITTEE intends to conduct coal mining and reclamation activities on or within the PERMIT AREA as described hereunder: (The bonded area equals the permit area.)

Total acres of PERMIT AREA: 6032.07

Legal Description of PERMIT AREA:

See attached Table 4-2 and Plate 1-1

*Handwritten calculation:*  
6032.07  
- 40.00  
-----  
5992.07 acres  
*1/4 near STINEY SPRING*

This is the PERMIT AREA that is covered by the reclamation surety provided in Exhibit "B".

IN WITNESS WHEREOF the SURETY has hereunto set it's signature and seal this

19th day of July, 2001.

XL Specialty Insurance Company  
**SURETY**

By: Anthony J. Garbarini  
Anthony J. Garbarini  
Title: Attorney-in-fact

Table 4-2 Surface Ownership Permit Area Both Horse Canyon and Lila Canyon									
Township	Range	Section	State Acres		Federal Acres		Private Acres		
			A	B	A	B	A	B	
15 S	14 E								
		33					60.70 (2)		
								49.90 (4)	
		34						23.62 (2)	
									25.68 (4)
							25.20 (3)		
16 S	14 E								
		2	246.30	0.76					
		3			127.03		204.30 (4)		
		4					188.00 (4)		
		5					20.00 (1)		
		8					40.00 (1)		
		9					120.00 (4)		
		10			28.20		30.85 (1)	76.00 (1)	
		11			14.78	108.86	120.19 (2)	341.20 (2)	
		12			40.00	600.00			
		13				640.00			
		14				640.00			
		15				157.50		120.00 (1)	
		22				40.00			
		23				560.00			
24				640.00					
25				320.00					
26				80					
16 S	15 E	19				110.00			
		30				190.00			
			State Acres		Federal Acres		Private Acres		
			A	B	A	B	A	B	
SUB TOTAL			246.30	40.76	170.01	4086.36	909.44	637.20	
Total "A" Horse Canyon			1327.75						
Total "B" Lila Canyon			4664.32						
GRAND TOTAL			5992.07						

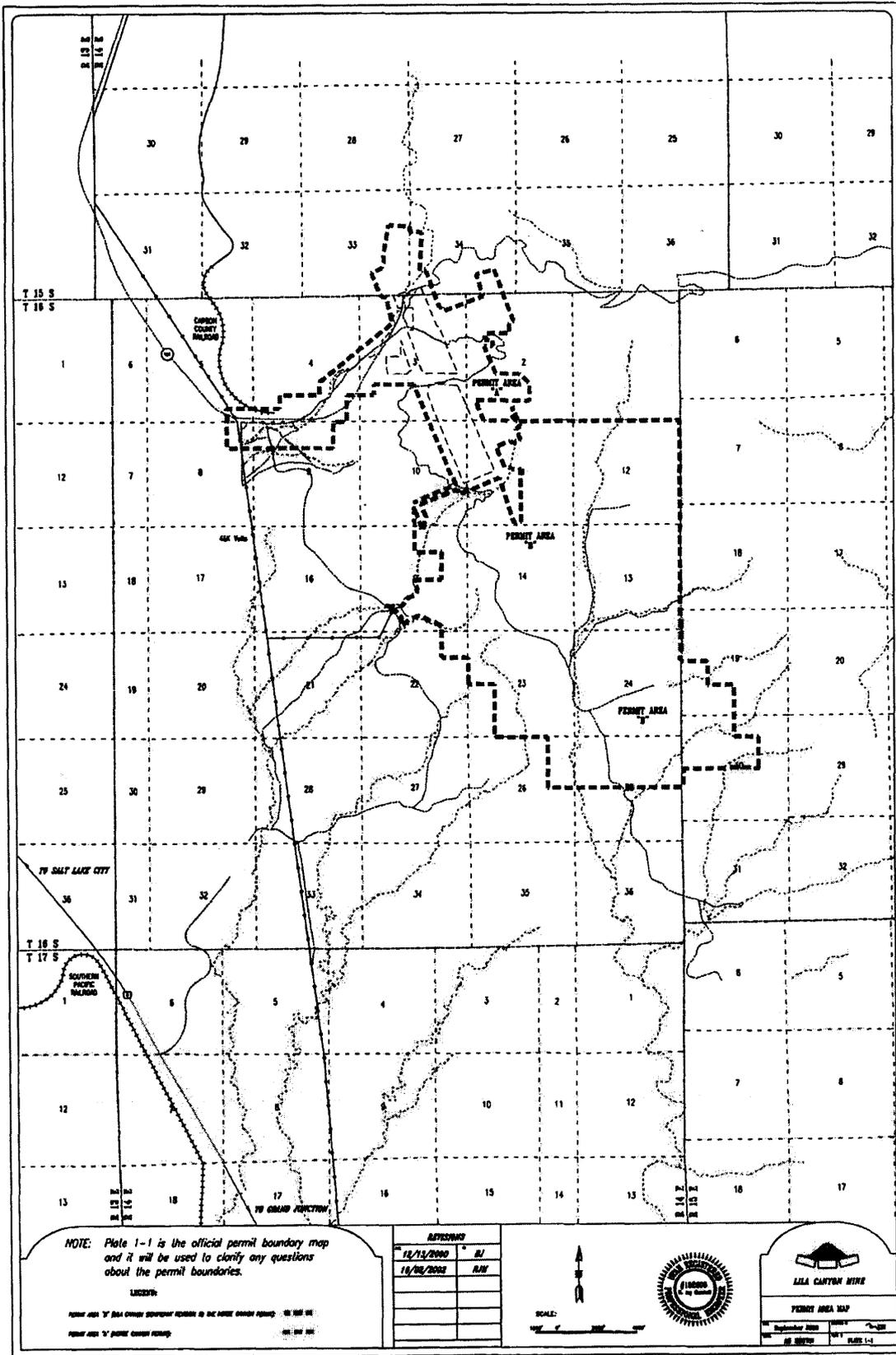


Exhibit "A"  
Legal Description  
Bond Number [REDACTED]

**EXHIBIT "A"**

Pursuant to R645-301- 820.110, the surety bond covers an identified increment of land within the permit area upon which the operator will initiate and conduct coal mining and reclamation operations during the initial term of the permit. This area is identified as:

**Map(s) showing the BONDED AREA within the approved PERMIT AREA :**

See Attached Plate 5-2

**Legal description of BONDED AREA (Part "B"):**

Section 15  
Portions of W2SE4; Portions of NE4SW4; Portions of SE4SW4:  
Containing 42.6 acres more or less

The above described area shall be modified as necessary to correspond to an increase in the area disturbed as a result of an expansion of coal mining and reclamation operations. The described area may also be decreased as a result of partial reclamation.

**IN WITNESS WHEREOF** the SURETY has hereunto set its signature and seal this

9th day of May, 2007.

Rockwood Casualty Insurance Company  
SURETY

By: 

John P. Yediny, President & Atty-in-Fact  
Title:



**EXHIBIT "B"**  
**Bonding Agreement**  
**Surety Bond**

Bond Number: [REDACTED]

**EXHIBIT "B"**

**SURETY BOND  
(FEDERAL COAL)**

**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 \$ 1,556,000. (Surety Bond Amount) for the timely performance of reclamation responsibilities of the permit area described in Exhibit "A" of this Reclamation Agreement.**

**This SURETY BOND will 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 or action involving insolvency or bankruptcy of the SURETY, or alleging any violations of regulatory requirements which could result in suspension or revocation of the SURETY's license in this state. In the event the Cooperative Agreement between the DIVISION and OSM is terminated, then the portion of the bond covering the Federal Lands will be payable only to the United States, Department of Interior, Office of Surface Mining.**

**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".**

IN WITNESS WHEREOF, the PERMITTEE has hereunto set its signature and seal  
this 13 day of July, ~~19~~ 2001

Utah American Energy, Inc.

PERMITTEE

By: [Signature]

Title: President

IN WITNESS WHEREOF, the SURETY has hereto set its signature and seal  
this 5th day of July, ~~19~~ 2001

XL Specialty Insurance Company

SURETY

By: [Signature]

Title: Susan C. Bliss, Attorney-in-Fact

ACCEPTED BY THE STATE OF UTAH,  
this 27 day of July, 19 2001

[Signature]

Lowell P. Braxton, 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.



XL Surety  
25 Independence Boulevard  
Suite 103  
Warren, NJ 07059  
Tel: 888.593.6654  
Tel: 908.903.9200  
Fax: 908.903.9300  
www.xlai.com

UTAH AMERICAN ENERGY  
P.O.BOX 986  
PRICE, UT 84501

**Subject: Surety Disclosure Notice  
Concerning Federal Terrorism Risk Insurance Act**

You should know that, effective November 26, 2002, the U.S. Congress enacted the Terrorism Risk Insurance Act of 2002 (the "Act"). Under the Act, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

In accordance with this Act, we are providing you with the enclosed notices for surety bonds on which you are named as the Principal for bonds issued a OneBeacon/CGU Company or XL Specialty Insurance Company. The portion of the premium on the bonds issued by a OneBeacon/CGU Company or XL Specialty Insurance Company that is attributable to coverage for certified acts of terrorism under the Act is Zero Dollars (\$0.00)

XL Specialty Insurance Company

Enclosures /

Surety Bond Number [REDACTED]

**EXHIBIT "B"**  
**SURETY BOND**  
**(FEDERAL COAL)**  
--ooOoo--

This **SURETY BOND** entered into and by and between the undersigned **PERMITTEE/PRINCIPAL** Utah American Energy, Inc. and SURETY Rockwood Casualty Insurance Co. hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining (hereafter referred to as the "**DIVISION**"), and the U.S. Department of the Interior, Office of Surface Mining Reclamation and Enforcement (hereafter referred to as "**OSM**") in the penal sum of \$130,000.00 (\$) (**Surety Bond Amount**) for the timely performance of reclamation responsibilities of the Permittee in the Bonded Area described in Exhibit "A" of that certain **RECLAMATION AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **DIVISION** and the **PERMITTEE/PRINCIPAL**.

This **SURETY BOND** shall remain in effect until all of the **PERMITTEE'S/PRINCIPAL'S** reclamation obligations have been met and released by the **DIVISION** with the concurrence of **OSM** and is conditioned upon faithful performance of all of the requirements of the Utah Coal Mining Reclamation Act, Utah Code Ad. §40-12-2 et. seq. (the **ACT**), the Surface Mine Control and Reclamation Act ("**SMCRA**"), and all lawful regulation adopted under the authority of those statutes, and the approved Permit (which is based upon the approved Permit Application Package).

The **SURETY** will not cancel this bond at any time for any reason, including non-payment of premium or bankruptcy of the **PERMITTEE/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** may sustain as a result of the **PERMITTEE'S/PRINCIPAL'S** failure to comply with the condition(s) of the reclamation obligation.

The **SURETY** will give prompt notice to the **PERMITTEE/PRINCIPAL**, the **DIVISION** and **OSM** of any notice received or action alleging the 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.

Upon incapacity of the **SURETY** by reason of bankruptcy, or suspension or revocation of license, the **PERMITTEE/PRINCIPAL** shall be deemed to be without Bond coverage in violation of state and federal law and subject to enforcement in accordance with **SMCRA**, the **ACT**, and the applicable regulations.



RIDER CONTAINING  
CERTIFIED TERRORISM LOSS DISCLOSURE OF  
PREMIUM AND FEDERAL SHARE OF INSURED LOSSES

Certified Terrorism Loss  
Premium \$     -0-    

Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Government, Department of Treasury, under a formula established by the Terrorism Risk Insurance Act of 2002. Under this formula, the United States pays 90% of the amount of the covered "certified terrorism loss" that exceeds the statutorily established deductible that we retain.

SIGNED AND SEALED THIS 10TH day of November, 2005.

BY



John P. Yediny, President

SURETY ROCKWOOD CASUALTY INSURANCE COMPANY

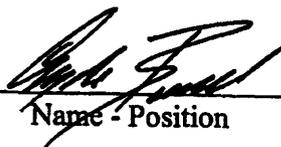
**EXHIBIT "C"**  
**Liability Insurance**



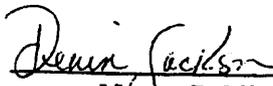
**AFFIDAVITS  
OF  
QUALIFICATION**

**AFFIDAVIT OF QUALIFICATION  
PERMITTEE  
--ooOOoo--**

I, Clyde Borrell, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) President of UtahAmerican Energy, Inc.; 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)   
Name - Position

Subscribed and sworn to before me this 19<sup>th</sup> day of July, 2001.

  
Notary Public

My Commission Expires:  
**DENISE R. JACKSON**  
Notary Public State of Ohio  
~~My Commission Expires 9-27-2005~~

Attest:

STATE OF OHIO )

COUNTY OF BELMONT )

) ss:

AFFIDAVIT OF QUALIFICATION  
SURETY COMPANY

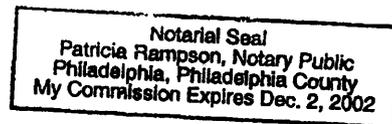
-oo00oo-

I, Susan C Bliss, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) Attorney in Fact of XL Specialty Insurance Company and that he/she is duly authorized to execute and deliver the foregoing obligations; and that said SURETY COMPANY is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations herein.

(Signed) Susan C Bliss Attorney in Fact  
Surety Company Officer - Position

Subscribed and sworn to before me this 5<sup>th</sup> day of July, 19 2001

Patricia Rampson  
Notary Public



My Commission Expires:

December 02, 2002

Attest:

STATE OF Pennsylvania )  
COUNTY OF Philadelphia ) ss:



Bond Number \_\_\_\_\_

## POWER OF ATTORNEY

# XL SPECIALTY

AN XL CAPITAL COMPANY

## GA SB 9905586

### UNLIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the XL SPECIALTY INSURANCE COMPANY, a corporation organized and existing by virtue of the laws of the State of Illinois ("Company" or "Corporation"), does hereby nominate, constitute and appoint; *David M. Finkelstein, Julie K. Faber, Susan C. Bliss, Doris L. Smith, Susan C. Weckert, Yvonne T. Henson, John E. Baldino, Thomas A. Littlefield*, its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, the penal sum of no one of which is in any event to exceed \$Unlimited .

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 5<sup>th</sup> day of December, 1988:

"RESOLVED, That the President, or any Vice President of the Company or any person designed by any one of them is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds undertakings and all contracts of suretyship, and that any Secretary or any Assistant Secretary of the Company be, and that each or any of them hereby is authorized to attest the execution of any such Power of Attorney, and to attach thereto the Seal of the Company.

FURTHER RESOLVED, That the signature of such officers and the Seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

Bonds executed under this Power of Attorney may be executed under facsimile signature and seal pursuant to the following Resolution adopted by the Board of Directors of the Company on August 7, 1997.

"RESOLVED, That the signature of Stanley A. Galanski, as President of this Corporation, and the seal of this Corporation may be affixed or printed on any and all bonds, undertakings, recognizances, or other written obligations thereof, on any revocation of any Power of Attorney, or on any certificate relating thereto, by facsimile, and any Power of Attorney, any revocation of any Power of Attorney, bonds, undertakings, recognizances, certificate or other written obligation, bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this February 16th, 2001.

XL SPECIALTY INSURANCE COMPANY

BY:

PRESIDENT

SECRETARY

Attest:



STATE OF ILLINOIS  
COUNTY OF COOK

On this 16th day of February, 2001, before me personally came Stanley A. Galanski to me known, who, being duly sworn, did depose and say: that he is President of the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order



NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF COOK

I, Ben M. Llaneta, Secretary of the XL SPECIALTY INSURANCE COMPANY a corporation of the State of Illinois, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Schaumburg, this 5 day of July 20 01.

SECRETARY



1. Power of Attorney may not be used to execute any bond with an inception date after February 16, 2005

This document is printed on a brown background

For verification of the authenticity of this Power of Attorney you may call, 1-800-288-2360 and ask for the Power of Attorney supervisor. Please refer to the Power of Attorney number, the above named individual(s) and details of the bond to which the power is attached. In Pennsylvania, Dial 215-625-3081.

ROCKWOOD CASUALTY INSURANCE COMPANY

654 Main Street  
Rockwood, PA 15557

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ROCKWOOD CASUALTY INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office in the Borough of Rockwood, PA does hereby nominate, constitute and appoint:

John P. Yediny

its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five hundred thousand and 00/100 (\$500,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of ROCKWOOD CASUALTY INSURANCE COMPANY:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the ROCKWOOD CASUALTY INSURANCE COMPANY, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, ROCKWOOD CASUALTY INSURANCE COMPANY has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 6th day of March, 2003.

ROCKWOOD CASUALTY INSURANCE COMPANY

By [Signature]  
Philip S. Kist, Vice President

STATE OF PENNSYLVANIA  
COUNTY OF SOMERSET SS:

On this 6th day of March, A.D. 2003, before me, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Somerset, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the Borough of Rockwood, the day and year first above written.

Notarial Seal  
Kelly J. Geary, Notary Public  
Rockwood Boro, Somerset County  
My Commission Expires Mar. 6, 2007  
Member, Pennsylvania Association of Notaries

[Signature]  
(Notary Public)

I, the undersigned Officer of the ROCKWOOD CASUALTY INSURANCE COMPANY, a Pennsylvania Corporation of Rockwood, PA, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of November, 2005.

[Signature]  
Kurt D. Tipton, Sr. Vice President

**EXHIBIT "D"**

**Stipulation to Revise  
Reclamation Agreement  
(Federal)**

Permit Number: \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Bond Number: \_\_\_\_\_

**COAL**  
**STIPULATION TO REVISE RECLAMATION AGREEMENT**  
--ooOOoo--

This **STIPULATION TO REVISE RECLAMATION AGREEMENT** entered into by and between the **PERMITTEE** and **DIVISION** incorporates the following revisions or changes to the **RECLAMATION AGREEMENT**: (Identify and Describe Revisions below)

In accordance with this **STIPULATION TO REVISE RECLAMATION AGREEMENT**, the following Exhibits have been replaced by the **PERMITTEE** and are approved by the **DIVISION**.

\_\_\_\_\_ Replace the Reclamation agreement in its entirety.

\_\_\_\_\_ Replace Exhibit "A"- bonded area.

\_\_\_\_\_ Replace Exhibit "B"- bonding agreement

\_\_\_\_\_ Replace Exhibit "C"- liability insurance

The bonding amount is revised from \$\_\_\_\_\_ to \$\_\_\_\_\_.

The bonding type is changed from \_\_\_\_\_ to \_\_\_\_\_.

The surface disturbance is revised from \_\_\_\_\_ acre to \_\_\_\_\_ acres.

The expiration date is revised from \_\_\_\_\_ to \_\_\_\_\_.

The liability insurance carrier is changed from \_\_\_\_\_ to \_\_\_\_\_.

The amount of insurance coverage for bodily injury and property damage is changed  
from  
\$\_\_\_\_\_ to \$\_\_\_\_\_.

Exhibit "D"  
Stipulation to Revise  
Reclamation Agreement  
Federal

IN WITNESS WHEREOF, \_\_\_\_\_ the PERMITTEE has hereunto set  
its signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**PERMITTEE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED BY THE STATE OF UTAH this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**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 or Attorney of 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.

Bond Number:                     

**EXHIBIT "B"**

**SURETY BOND  
(FEDERAL COAL)**

**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 \$ 1,556,000. (Surety Bond Amount) for the timely performance of reclamation responsibilities of the permit area described in Exhibit "A" of this Reclamation Agreement.**

**This SURETY BOND will 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 or action involving insolvency or bankruptcy of the SURETY, or alleging any violations of regulatory requirements which could result in suspension or revocation of the SURETY's license in this state. In the event the Cooperative Agreement between the DIVISION and OSM is terminated, then the portion of the bond covering the Federal Lands will be payable only to the United States, Department of Interior, Office of Surface Mining.**

**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".**

IN WITNESS WHEREOF, the PERMITTEE has hereunto set its signature and seal  
this 13 day of July, ~~19~~ 2001

Utah American Energy, Inc.

PERMITTEE

By: [Signature]  
Title: President

IN WITNESS WHEREOF, the SURETY has hereto set its signature and seal  
this 5th day of July, ~~19~~ 2001

XL Specialty Insurance Company

SURETY

By: [Signature]  
Title: Susan C. Bliss, Attorney-in-Fact

ACCEPTED BY THE STATE OF UTAH,  
this 27 day of July, 19 2001

[Signature]  
Lowell P. Braxton, 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.

KNOW ALL MEN BY THESE PRESENTS: That the XL SPECIALTY INSURANCE COMPANY, a corporation organized and existing by virtue of the laws of the State of Illinois ("Company" or "Corporation"), does hereby nominate, constitute and appoint; *David M. Finkelstein, Julie K. Faber, Susan C. Bliss, Doris L. Smith, Susan C. Weckerly, Yvonne T. Henson, John E. Baldino, Thomas A. Littlefield*, its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, the penal sum of no one of which is in any event to exceed \$Unlimited .

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 5<sup>th</sup> day of December, 1988:

"RESOLVED, That the President, or any Vice President of the Company or any person designed by any one of them is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds undertakings and all contacts of suretyship, and that any Secretary or any Assistant Secretary of the Company be, and that each or any of them hereby is authorized to attest the execution of any such Power of Attorney, and to attach thereto the Seal of the Company.

FURTHER RESOLVED, That the signature of such officers and the Seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

Bonds executed under this Power of Attorney may be executed under facsimile signature and seal pursuant to the following Resolution adopted by the Board of Directors of the Company on August 7, 1997.

"RESOLVED, That the signature of Stanley A. Galanski, as President of this Corporation, and the seal of this Corporation may be affixed or printed on any and all bonds, undertakings, recognizances, or other written obligations thereof, on any revocation of any Power of Attorney, or on any certificate relating thereto, by facsimile, and any Power of Attorney, any revocation of any Power of Attorney, bonds, undertakings, recognizances, certificate or other written obligation, bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this February 16th, 2001.

*Stanley A. Galanski*

BY:

PRESIDENT

*Ben M. Llaneta*

SECRETARY



Attest:

STATE OF ILLINOIS  
COUNTY OF COOK

On this 16th day of February, 2001, before me personally came Stanley A. Galanski to me known, who, being duly sworn, did depose and say: that he is President of the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order a



*Joette R. Castro*  
NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF COOK

I, Ben M. Llaneta, Secretary of the XL SPECIALTY INSURANCE COMPANY a corporation of the State of Illinois, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Schaumburg, this 5 day of July 20 01.

SECRETARY

*Ben M. Llaneta*



1. Power of Attorney may not be used to execute any bond with an inception date after February 16, 2005

This document is printed on a brown background



Surety Bond Number 

**EXHIBIT "B"**  
**SURETY BOND**  
**(FEDERAL COAL)**  
--ooOoo--

This **SURETY BOND** entered into and by and between the undersigned **PERMITTEE/PRINCIPAL** Utah American Energy, Inc. and **SURETY** Rockwood Casualty Insurance Co. hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining (hereafter referred to as the "DIVISION"), and the U.S. Department of the Interior, Office of Surface Mining Reclamation and Enforcement (hereafter referred to as "OSM") in the penal sum of \$130,000.00 (\$) (Surety Bond Amount) for the timely performance of reclamation responsibilities of the Permittee in the Bonded Area described in Exhibit "A" of that certain **RECLAMATION AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **DIVISION** and the **PERMITTEE/PRINCIPAL**.

This **SURETY BOND** shall remain in effect until all of the **PERMITTEE'S/PRINCIPAL'S** reclamation obligations have been met and released by the **DIVISION** with the concurrence of **OSM** and is conditioned upon faithful performance of all of the requirements of the Utah Coal Mining Reclamation Act, Utah Code Ad. §40-12-2 et. seq. (the **ACT**), the Surface Mine Control and Reclamation Act ("**SMCRA**"), and all lawful regulation adopted under the authority of those statutes, and the approved Permit (which is based upon the approved Permit Application Package).

The **SURETY** will not cancel this bond at any time for any reason, including non-payment of premium or bankruptcy of the **PERMITTEE/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** may sustain as a result of the **PERMITTEE'S/PRINCIPAL'S** failure to comply with the condition(s) of the reclamation obligation.

The **SURETY** will give prompt notice to the **PERMITTEE/PRINCIPAL**, the **DIVISION** and **OSM** of any notice received or action alleging the 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.

Upon incapacity of the **SURETY** by reason of bankruptcy, or suspension or revocation of license, the **PERMITTEE/PRINCIPAL** shall be deemed to be without Bond coverage in violation of state and federal law and subject to enforcement in accordance with **SMCRA**, the **ACT**, and the applicable regulations.

Permit Number ACT/007/013

**EXHIBIT "A"**  
**PERMIT AREA**

In accordance with the RECLAMATION AGREEMENT, the PERMITTEE intends to conduct coal mining and reclamation activities on or within the PERMIT AREA as described hereunder: (The bonded area equals the permit area.)

Total acres of PERMIT AREA: 6032.07

Legal Description of PERMIT AREA:

See attached Table 4-2 and Plate 1-1

6032.07  
- 40.00 ← 1/4 near STINKY SPRING  
-----  
5992.07 acres

This is the PERMIT AREA that is covered by the reclamation surety provided in Exhibit "B".

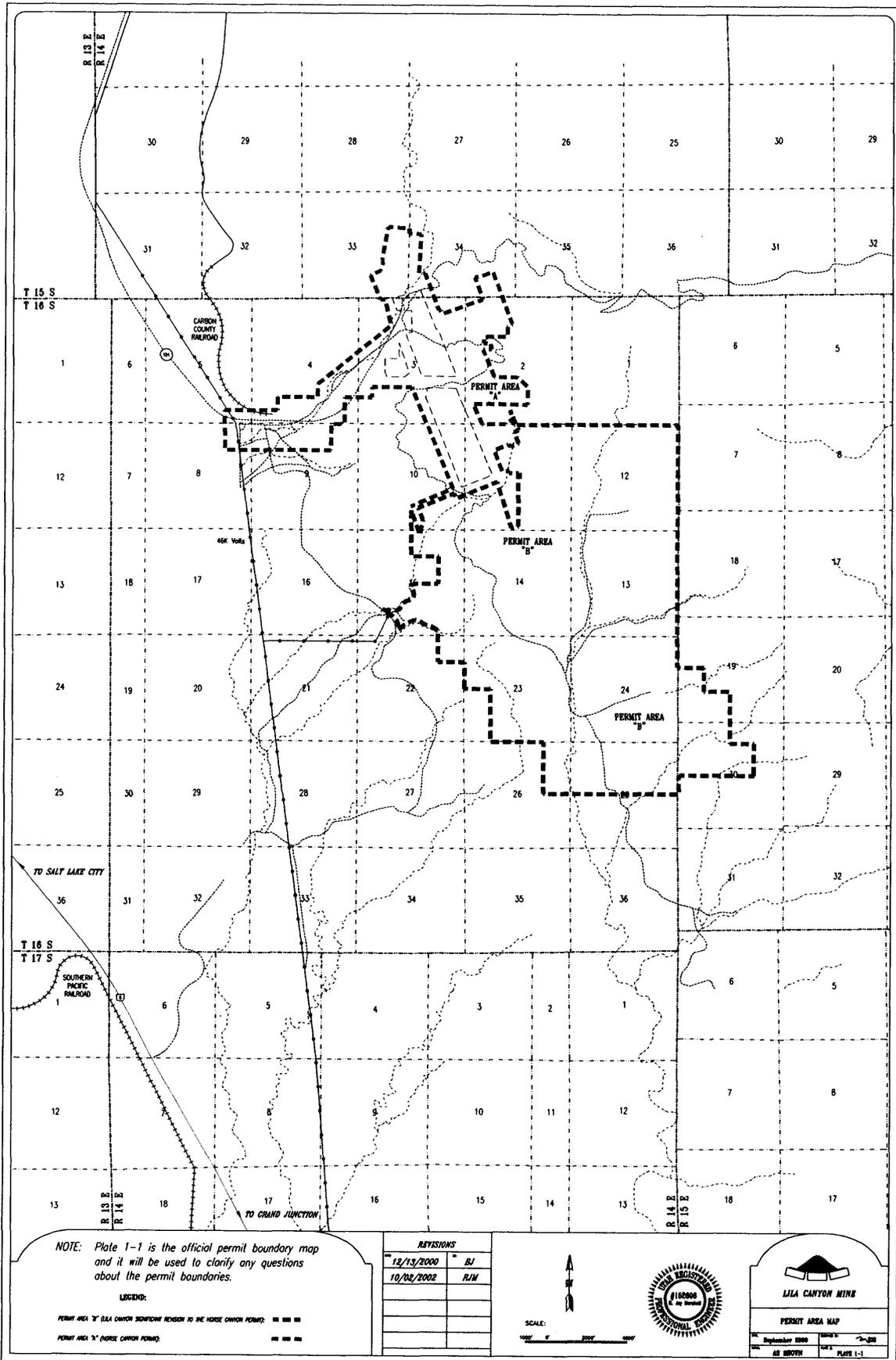
IN WITNESS WHEREOF the SURETY has hereunto set it's signature and seal this

19th day of July, 2001.

XL Specialty Insurance Company  
**SURETY**

By: Anthony J. Garbarini  
Anthony J. Garbarini  
Title: Attorney-in-fact





NOTE: Plate 1-1 is the official permit boundary map and it will be used to clarify any questions about the permit boundaries.

LEGEND:

- PERMIT AREA "A" (LJA CANYON SHOWPOINT PERMIT) TO THE HORSE CANYON PERMIT: [Symbol]
- PERMIT AREA "B" (HORSE CANYON PERMIT): [Symbol]

REVISIONS	
12/13/2000	BJ
10/02/2002	RLW



**LJA CANYON MINE**

**PERMIT AREA MAP**

September 2000

AS SHOWN

SCALE: 1" = 2000'

PLATE 1-1

Exhibit "A"  
Legal Description  
Bond Number [REDACTED]

**EXHIBIT "A"**

Pursuant to R645-301- 820.110, the surety bond covers an identified increment of land within the permit area upon which the operator will initiate and conduct coal mining and reclamation operations during the initial term of the permit. This area is identified as:

**Map(s) showing the BONDED AREA within the approved PERMIT AREA :**

See Attached Plate 5-2

**Legal description of BONDED AREA (Part "B"):**

Section 15

Portions of W2SE4; Portions of NE4SW4; Portions of SE4SW4;  
Containing 42.6 acres more or less

The above described area shall be modified as necessary to correspond to an increase in the area disturbed as a result of an expansion of coal mining and reclamation operations. The described area may also be decreased as a result of partial reclamation.

**IN WITNESS WHEREOF** the SURETY has hereunto set its signature and seal this

9th day of May, 2007.

Rockwood Casualty Insurance Company  
SURETY

  
By:

John P. Yediny, President & Atty-in-Fact  
Title:

Exhibit "B"  
Federal Surety Bond  
Federal

Surety Bond Number                       
Mine Name/Number                     

The terms for release of this **BOND** are as written and agreed to by the **DIVISION** and the **PERMITTEE/PRINCIPAL** in the **RECLAMATION AGREEMENT**, incorporated by reference herein, to which this **SURETY AGREEMENT** has been attached as Exhibit "B".

In the event the Utah Cooperative Agreement is terminated, this **SURETY BOND** shall be payable only to the OSM to the extent that lands covered by the Federal Lands Program are involved and otherwise to the **DIVISION**.

IN WITNESS WHEREOF, the **PERMITTEE/PRINCIPAL** has hereunto set its signature and seal this 7th day of December, 2005.

Utah American Energy, Inc.  
**PERMITTEE/PRINCIPAL**  
By: [Signature]  
Title: President

IN WITNESS WHEREOF, the **SURETY** has hereunto set its signature and seal this 10th day of November, 2005.

[Signature]  
Kurt D. Tipton, SR. Vice President

Rockwood Casualty Insurance Company  
**SURETY**  
By: [Signature]  
John P. Yediny  
Title: President & Atty-in-Fact

**SURETY BONDING AGREEMENT 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 the Agreement. If the **PERMITTEE** is a corporation, the Agreement shall be executed by its duly authorized officer.

RIDER CONTAINING  
CERTIFIED TERRORISM LOSS DISCLOSURE OF  
PREMIUM AND FEDERAL SHARE OF INSURED LOSSES

Certified Terrorism Loss  
Premium                                   \$       -0-      

Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Government, Department of Treasury, under a formula established by the Terrorism Risk Insurance Act of 2002. Under this formula, the United States pays 90% of the amount of the covered "certified terrorism loss" that exceeds the statutorily established deductible that we retain.

SIGNED AND SEALED THIS 10TH day of November, 2005.

BY



John P. Yediny, President

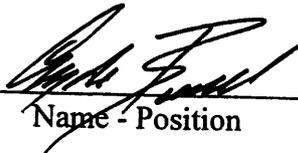
SURETY           ROCKWOOD CASUALTY INSURANCE COMPANY

**AFFIDAVITS  
OF  
QUALIFICATION**

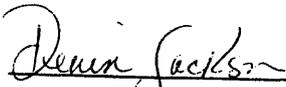
**AFFIDAVIT OF QUALIFICATION  
PERMITTEE**

--ooOOoo--

I, Clyde Borrell, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) President of UtahAmerican Energy, Inc.; 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)   
Name - Position

Subscribed and sworn to before me this 19<sup>th</sup> day of July, 2001.

  
Notary Public

My Commission Expires:  
**DENISE R. JACKSON**  
Notary Public, State of Ohio  
~~My Commission Expires 9-27-2005~~

Attest:

STATE OF OHIO )  
COUNTY OF BELMONT )

) ss:





Bond Number \_\_\_\_\_

## POWER OF ATTORNEY

ROCKWOOD CASUALTY INSURANCE COMPANY  
654 Main Street  
Rockwood, PA 15557

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ROCKWOOD CASUALTY INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office in the Borough of Rockwood, PA does hereby nominate, constitute and appoint:

John P. Yediny

its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five hundred thousand and 00/100 ----- (\$500,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of ROCKWOOD CASUALTY INSURANCE COMPANY:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the ROCKWOOD CASUALTY INSURANCE COMPANY, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, ROCKWOOD CASUALTY INSURANCE COMPANY has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 6th day of March, 2003.

ROCKWOOD CASUALTY INSURANCE COMPANY

By Philip S. Kist  
Philip S. Kist, Vice President

STATE OF PENNSYLVANIA  
COUNTY OF SOMERSET SS:

On this 6th day of March A.D. 2003, before me, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Somerset, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the Borough of Rockwood, the day and year first above written.

Notarial Seal  
Kelly J. Geary, Notary Public  
Rockwood Boro, Somerset County  
My Commission Expires Mar. 6, 2007  
Member, Pennsylvania Association of Notaries

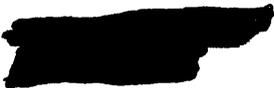
Kelly J. Geary  
(Notary Public)

I, the undersigned Officer of the ROCKWOOD CASUALTY INSURANCE COMPANY, a Pennsylvania Corporation of Rockwood, PA, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of November, 2005.

Kurt D. Tipton, Sr.  
Kurt D. Tipton, Sr. Vice President

Bond Number



**AFFIDAVIT OF QUALIFICATION  
PERMITTEE**

--ooOoo--

I, P. Bruce Hill, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) PRESIDENT & CEO of UTAH American Energy, Inc.; 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.

P. Bruce Hill  
(Signed)  
Name - Position

Attest: \_\_\_\_\_  
Secretary of the Corporation

STATE OF UTAH )

) ss:

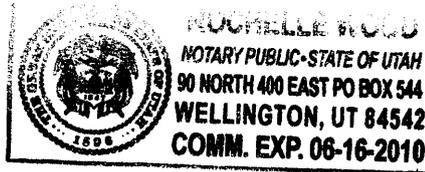
COUNTY OF Carbon )

Subscribed and sworn to before me this 10 day of MAY, 2007.

[Signature]  
Notary Public

My Commission Expires:

06-16, 2010.



**EXHIBIT "D"**

**Stipulation to Revise  
Reclamation Agreement  
(Federal)**

Exhibit "D"  
Stipulation to Revise  
Reclamation Agreement  
Federal

IN WITNESS WHEREOF, \_\_\_\_\_ the PERMITTEE has hereunto set  
its signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**PERMITTEE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED BY THE STATE OF UTAH** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**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 or Attorney of 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.

Bond Number \_\_\_\_\_

**AFFIDAVIT OF QUALIFICATION  
PERMITTEE  
--ooOOoo--**

I, P. Bruce Hill, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) President & CEO of UTAH American Energy Co. 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.

P. Bruce Hill  
(Signed)  
Name - Position

Attest: Michael M. Kow  
Secretary of the Corporation

STATE OF UTAH )

) ss:

COUNTY OF Carbon )

Subscribed and sworn to before me this 10 day of May, 2007.

Rochelle Wood  
Notary Public

My Commission Expires:

06-16, 2010.

