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(1906-1995)
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(1924-1998)

TO CONTACT WRITER DIRECTLY
(801) 530-7428
brianburnett@cnmlaw.com

HAND DELIVERED

Pam Grubaugh-Littig
Division of Oil Gas & Mining
1594 West North Temple, Suite 1210
P.O. Box 145801
Salt Lake City, UT 84114-5801

FireProof ✓
cc: C/007/042
(Documentin

Re: Sunnyside Cogeneration Associates – Starpoint Mine Waste Coal Pile

Dear Pam:

Enclosed please find five (5) originals of the following documents:

1. Reclamation Agreement between Sunnyside Cogeneration Associates ("SCA") and Utah Division of Oil, Gas & Mining ("DOGM") for the Starpoint Mine Waste Coal Pile

2. Exhibit A – Bonded Area Legal Description

3. Exhibit B – Bonding Agreement
   a. Pledge and Escrow Agreement
   b. Consent and Control Agreement
   c. Letter to U.S. Bank N.A.

4. Exhibit C
   a. Liability Insurance
   b. Affidavits of Qualification for:
      i. Permittee – SCA
      ii. Institution – Wells Fargo
      iii. Director – DOGM

RECEIVED
NOV 12 2003
DIV. OF OIL, GAS & MINING

c. Authorization
   i. Sunnyside Holdings I, Inc.
   ii. Sunnyside II, LP by Sunnyside II, Inc.

As we discussed, the documents listed above comprise all of the documents that DOGM requires in order for SCA to obtain Reclamation Permit No. C/007/042 relating to the Starpoint Mine Waste Coal Pile.

Please execute the documents as indicated, issue Reclamation Permit No. C/007/042 and return four (4) sets of original documents to me. Thereafter, I will arrange to have the escrow account funded.

Thank you for your cooperation in this regard. If you have any questions, please feel free to contact me.

Sincerely,

CALLISTER NEBEKER & MCCULLOUGH

Brian W. Burnett

BWB:ias
Enclosures
cc: Steve Alder (w/o Enclosures)
Deborah Scherer (w/o Enclosures)
David Blackner (w/o Enclosures)
Carl Mathis (w/o Enclosures)
Steve Grinnel (w/o Enclosures)
Nancy Mitchell (w/o Enclosures)
Joel Friley (w/o Enclosures)
Steve Gross (w/o Enclosures)
Robert Escalante (w/o Enclosures)
Karen Dolezal (w/o Enclosures)
Steve Miller (w/o Enclosures)
Rob McLeese (w/o Enclosures)
Greg Lawyer (w/o Enclosures)
Kendall Reed (w/o Enclosures)
Randy Scott (w/o Enclosures)
Rusty Netz (w/o Enclosures)

RECLAMATION AGREEMENT
(COAL)

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

Federal

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

Permit Number: C/007/042
Date Original Permit Issued: New Permit
Effective Date of Agreement: _____

RECLAMATION AGREEMENT
STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594West North Temple, Suite 1210
Salt Lake City, Utah 84114-5801
(801) 538-5340

COAL RECLAMATION AGREEMENT
--ooOOoo--

This **RECLAMATION AGREEMENT** (hereafter referred to as "Agreement") is entered into by Sunnyside Cogeneration Associates (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 purposes of this **AGREEMENT** the information provided below, shall constitute forms of definition or are for information regarding the Permittee or its operations.

"PERMIT": (Mine Permit No.) C/007/042 (County) Carbon

"MINE": (Name of Mine) Starpoint Mine Waste Coal Pile

"PERMITTEE": (Company or Name) Sunnyside Cogeneration Associates

(Address) One Power Plant Road, P.O. Box 159, Sunnyside, Utah 84539

"PERMITTEE'S REGISTERED AGENT":

(Name) Brian W. Burnett

(Address) 10 East South Temple, Suite 900, Salt Lake City, Utah 84133

(Phone) 801-530-7428

"DESIGNATED OFFICIAL TO SIGN BONDING INSTRUMENTS AND PERMIT":

(Name) Greg B. Lawyer and Robert V. Escalante

(Phone) 760-436-8996 and 949-852-0606 Ext. 222

"BOND TYPE": (Form of Bond) Collateral

"BOND AMOUNT": (Bond Amount-Dollars) $1,254,000.00

(Escalated Year-Dollars) $1,254,000.00

"BOND NUMBER": Not Applicable

"INSTITUTION": (Bank or Agency) Wells Fargo Bank Northwest, National Association

"POLICY OR ACCOUNT NUMBER": Escrow Account No. 15152700

"LIABILITY INSURANCE": (Exp.) August 1, 2004

(Insurance Company) See attached Certificate of Insurance

"STATE": Utah

"DIVISION": Utah Division of Oil, Gas & Mining

"DIVISION DIRECTOR": Lowell Braxton

EXHIBITS:

"BONDED AREA"	Exhibit "A"
"BONDING AGREEMENT"	Exhibit "B"
"LIABILITY INSURANCE"	Exhibit "C"
"STIPULATION TO CHANGE BOND"	Exhibit "D"

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 under the permit; and

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

1. The provisions of SMCRA, the Act and the Regulations are incorporated by reference herein and hereby made a part of this Agreement. Provisions of the Act or Regulations and Rules shall supersede conflicting provisions of this Agreement.

2. The Permittee agrees to comply with all terms and provisions of this Agreement, the Permit (which is based upon the approved Permit Application Package), the Act and the Regulations, including the reclamation of all areas disturbed by surface coal mining and reclamation operations, despite the eventuality that the costs of actual reclamation exceeds the Bond Amount.

3. The Permit Application Package includes a legal description of the Bonded Area, including the number of acres approved by the Division to be disturbed by surface mining and reclamation operations during the Permit period. For convenience, a copy of the description of the Bonded Area is attached as Exhibit "A", and is incorporated by reference.

4. The Permittee agrees to provide a Bond to the Division in the form and amount acceptable to the Division ensuring the timely performance of the reclamation obligations in the manner and by the standards set forth in this Agreement, the Permit, (which is based upon the Permit Application Package), the Act and the Regulations. The Bond is attached as Exhibit "B" and is incorporated by reference.

5. The Permittee agrees to maintain in full force and effect the Liability Insurance policy submitted as part of the Permit application and which is described in the attached Exhibit "C". The Division shall be listed as an additional insured on this policy.

6. In the event that the Disturbed Area is increased through expansion of the coal mining and reclamation operations or decreased through partial reclamation, the Division shall adjust the Bond as appropriate in accordance with applicable law. In the event of material damage to the surface lands, or contamination, diminution or interruption of a protected water supply, caused by subsidence from underground coal mining, the Permittee shall increase the bond amount in any amount as required by the Division in accordance with R645-301-525.550.

7. The Permittee does hereby agree to indemnify and hold harmless the State of Utah and the Division, and their respective employees and agents, from any claim, demand, liability, cost, charge, or suit initiated by a third party as a result of the Permittee or 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 14th day of October, 2003.

PERMITTEE:

SUNNYSIDE COGENERATION ASSOCIATES,
a Utah joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC.,
a Delaware corporation, a joint venture partner

By: _____
Name: Greg B. Lawyer
Title: President

By: SUNNYSIDE II, L.P.,
a Delaware limited partnership, a joint venture partner

By: SUNNYSIDE II, INC.,
a Delaware corporation, the general partner of Sunnyside II, L.P.

By: _____
Name: Robert V. Escalante
Title: Vice President

STATE OF UTAH:

for Lowell 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 principal is a corporation, the Agreement shall be executed by its duly authorized officer.

EXHIBIT "A"

Bonded Area
Legal Description

(Federal Coal)

Exhibit "A"
Legal Description
Federal
Permit Number C/007/042
Sunnyside Cogeneration Associates

EXHIBIT "A"
BONDED AREA

Pursuant to R645-301-820.110, the 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

Legal description of BONDED AREA:

See Attached

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, or as a result of material surface damage that is caused by a result of subsidence. The described area may also be decreased as a result of partial reclamation.

IN WITNESS WHEREOF the **PERMITEE** has hereunto set is signature this 14th day of October, 2003.

SUNNYSIDE COGENERATION ASSOCIATES,
a Utah joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC.,
a Delaware corporation, a joint venture partner

By: _____
Name: Greg B. Lawyer
Title: President

383193.1

By: SUNNYSIDE II, L.P.,
a Delaware limited partnership, a joint venture partner

By: SUNNYSIDE II, INC.,
a Delaware corporation, the general partner of Sunnyside II, L.P.

By: _____
Name: Robert V. Escalante
Title: Vice President

<u>BOUNDARY DESCRIPTION PARCEL 1:</u> (FEE SIMPLE PROPERTY)
A parcel of land lying South of County Road 290 and situate in the South Half of the South Half of Section 10, Township 15 South , Range 8 East, Salt Lake Base and Meridian, Carbon County, Utah. Comprising 107.59 acres more or less out of those certain parcels of land owned in fee simple by Cyprus Plateau Mining Corporation, a Delaware Corporation, evidenced by that certain Quit Claim Deed recorded as Entry Number 61467, in Book 393, at Pages 487 - 504 of the Carbon County Records. Basis of Bearing for subject parcel being North 89°30'09" East 5246.46 feet (measured) along the South line of the South Half of said Section 10. Subject parcel being more particularly described as follows:

Beginning at the 2 (two) inch iron pipe monumentalizing the Southwest corner of said Section 10; Thence North 89°30'09" East 5246.46 feet
(North 89°51' East 79.48 chains, 5245.68 feet, per the Bureau of Land Management Dependent Resurvey of a portion of the Third Standard Parallel, executed by Daniel T. Mates under the supervision of Glen B. Hatch, July 12 through September 3, 1976, under Special Instructions dated May 28, 1976, for Group Number 566, Utah) coincident with the South line of said Section 10 to the 3 (three) inch Brass cap monument monumentalizing the Southeast Corner thereof; Thence North 01°39'09" East (North 02°01' East per said Dependent Resurvey) 1056.17 feet, coincident with the East line of the Southeast Quarter of said Section 10 to a point on the Southerly Right of Way line of County Road 290; Thence the following 29 (Twenty Nine) courses coincident with said Southerly Right of Way, (1) South 88°11'31" West 464.63 feet to a point of curvature; (2) Southwesterly 178.81 feet along the arc of a 817.00 foot radius curve to the left (center bears South 01°48'29" East) through a central angle of 12°32'22" to a point of tangency; (3) South 75°39'09" West 501.71 feet to a point of curvature; (4) Westerly 679.31 feet along the arc of a 1533.00 foot radius curve to the right (center bears North 14°20'51" West) through a central angle of 25°23'21" to a point of tangency; (5) North 78°57'30" West 165.44 feet;
(6) North 78°17'39" West 270.53 feet; (7) North 76°06'11" West 123.06 feet to a point of curvature; (8) Westerly 355.47 feet along the arc of a 1292.00 foot radius curve to the left (center bears South 13°53'49" West) through a central angle of 15°45'49" to a point of tangency;
(9) South 88°08'00" West 304.15 feet to a point of curvature; (10) Southwesterly 192.13 feet along the arc of a 1392.00 foot radius curve to the left (center bears South 01°52'00" East) through a central angle of 07°54'30" to a point of tangency; (11) South 80°13'30" West 94.84 feet to a point of curvature; (12) Southwesterly 193.22 feet along the arc of a 3033.00 foot radius curve to the right (center bears North 09°46'30" West) through a central angle of 03°39'00" to a point of tangency; (13) South 83°52'31" West 108.13 feet; (14) South 82°23'26" West 279.54 feet;
(15) South 79°12'12" West 134.59 feet to a point of curvature; (16) Southwesterly 150.64 feet along the arc of a 292.00 foot radius curve to the left (center bears South 10°47'48" East) through a central angle of 29°33'28" to a point of tangency; (17) South 49°38'44" West 79.52 feet to a point of curvature; (18) Southwesterly 150.83 feet along the arc of a 283.00 foot radius curve to the right (center bears North 40°21'16" West) through a central angle of 30°32'13" to a point of tangency; (19) South 80°10'58" West 142.77 feet

to a point of curvature; (20) Southwesterly 38.58 feet along the arc of a 217.00 foot radius curve to the left (center bears South 09°49'02" East) through a central angle of 10°11'14" to a point of tangency;
(21) South 69°59'44" West 163.00 feet to a point of curvature; (22) Southwesterly 74.80 feet along the arc of a 167.00 foot radius curve to the left (center bears South 20°00'16" East) through a central angle of 25°39'50" to a point of tangency; (23) South 44°19'54" West 140.82 feet to a point of curvature; (24) Westerly 93.90 feet along the arc of a 183.00 foot radius curve to the right (center bears North 45°40'06" West) through a central angle of 29°23'57" to a point of tangency; (25) South 73°43'51" West 89.03 feet to a point of curvature; (26) Westerly 116.91 feet along the arc of a 308.00 foot radius curve to the right (center bears North 16°16'09" West) through a central angle of 21°44'56" to a point of curvature;
(27) North 84°31'13" West 55.78 feet to a point of curvature; (28) Southwesterly 98.50 feet along the arc of a 242.00 foot radius curve to the left (center bears South 05°28'47" West) through a central angle of 23°19'19" to a point of tangency; (29) South 72°09'28" West 29.16 feet to a point on the West line of the Southwest Quarter of said Section 10; Thence South 00°22'24" East (South 00°02' East per said Dependent Resurvey) 417.33 feet coincident with said West line to the point of beginning.

Less and excepting therefrom the following described parcel:
Recorded September 10, 2002 as Entry Number 93650, Book 510, Page 446

A parcel of land situate in the South Half of the South Half of Section 10, Township 15 South, Range 8 East, Salt Lake Base and Meridian, Carbon County, Utah, lying South of County Road 290. Comprising 0.54 acres ± out of that certain parcel of land transferred to Sunnyside Cogeneration Associates by that certain Warranty Deed recorded as Entry Number 089890, in Book 495, at Pages 409 thru 430 of the Carbon County Records. Basis of Bearing for subject parcel being North 89°30'09" East 5246.46 feet (measured) along the South line of the South Half of said Section 10. Subject parcel being more particularly described as follows:

Beginning at a point on the South Right-of-way line of County Road 290 said point being located North 89°30'09" East 412.22 feet coincident with the South line of said Section 10 and North 00°29'51" West 475.03 feet from said 2 inch iron pipe monumentalizing the Southwest corner of said Section 10; Thence North 80°59'41" East, 282.69 feet; Thence North 11°43'28" West, 150.00 feet to a point on said Right-of-way line thence coincident with the said right-of-way the following 4 courses (1) South 69°59'44" West, 39.86 feet to a point of curvature; (2) Southwesterly 74.80 feet along the arc of a 167.00 foot radius curve to the left (center bears South 20°00'16" East) through a central angle of 25°39'50" to a point of tangency;
(3) South 44°19'54" West, 140.82 feet to a point of curvature; (4) Southwesterly 62.66 feet along the arc of a 183.00 foot radius curve to the right (center bears North 45°40'06" West) through a central angle of 19°37'10" to the point of beginning.
Parcel 1 (less the Carbon County parcel): 107.04 Acres

<u>PIONEER ACCESS ROAD EASEMENT</u> (AS SURVEYED)

Attached to and made a part of that certain Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., covering the following described centerline of an existing fifty foot (50') wide strip of land for the construction of a pioneer road, being twenty-five feet (25') on either side of the centerline thereof, located in Section 10, Township 15 South, Range 8 East, SLB&M, with a bearing of North 89°30'09" East between the Southwest section corner and the Southeast corner of Section 10 used as a Basis of Bearing:

Beginning at a point 1865.99 feet North and 2794.15 feet East from the Southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M.
Thence North 84°41'22" West 140.54 feet; Thence North 39°27'22" West 78.04 feet; Thence North 16°45'22" West 55.78 feet
Parcel contains: 0.31 Acres

<u>TOPSOIL PARCEL</u> (LEASE PROPERTY AS SURVEYED)

Attached to and made a part of that certain Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., covering the following described tract or parcel of land located in Section 10, Township 15 South, Range 8 East, SLB&M, being further described as follows, with a bearing of North 89°30'09" East between the Southwest section corner and the Southeast section corner of Section 10, used as a Basis of Bearing:

BEGINNING at a point 1995.27 feet North and 2610.11 feet East from the Southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M.
Thence South 83°18'38" West 90.93 feet; Thence South 34°23'38" West 176.06 feet; Thence South 50°47'40" West 143.49 feet; Thence South 82°19'16" West 66.22 feet; Thence North 41°54'48" West 137.83 feet; Thence North 08°48'43" West 145.84 feet; Thence North 01°19'22" West 88.97 feet; Thence North 15°02'37" West 437.29 feet; Thence North 75°47'13" East 64.83 feet; Thence South 67°14'48" East 156.12 feet; Thence South 58°22'25" East 363.59 feet; Thence South 12°00'41" East 122.02 feet; Thence South 28°14'26" East 80.88 feet; Thence South 13°39'39" East 78.59 feet more or less, to the POINT OF BEGINNING
Parcel Contains: 5.97 Acres

BLM LEASE LANDS

Section 15, Township 15 South, Range 8 East, Salt Lake Base and Meridian

N½ NW¼ NW¼ NE¼ - 5 ACRES

SW¼ NW¼ NW¼ NE¼ - 2.5 ACRES

N½ NW¼ SW¼ NE¼ NW¼ - 1.25 ACRES

N½ NE¼ SW¼ NE¼ NW¼ - 1.25 ACRES

N½ NW¼ SE¼ NE¼ NW¼ - 1.25 ACRES

NE¼ NE¼ NW¼ - 10 ACRES

NW¼ NE¼ NW¼ - 10 ACRES

N½ NE¼ NW¼ NW¼ - 5 ACRES

SE¼ NE¼ NW¼ NW¼ - 2.5 ACRES

N½ NE¼ SE¼ NE¼ NW¼ - 1.25 ACRES

Total BLM Parcel Contains: 40 Acres

EXHIBIT "B"

Bonding Agreement
Pledge and Escrow Agreement
Consent and Control Agreement
Letter to U.S. Bank N.A.

PLEDGE AND ESCROW AGREEMENT
Starpoint Mine Waste Coal Pile

This Pledge and Escrow Agreement ("Agreement"), dated as of October 9, 2003, is made and entered into by and among Wells Fargo Bank Northwest, National Association, as escrow agent (the "Escrow Agent"), Sunnyside Cogeneration Associates, a joint venture between Sunnyside Holdings I, Inc., a Delaware corporation, and Sunnyside II, L.P., a Delaware limited partnership, ("SCA"), and the State of Utah, Division of Oil, Gas & Mining ("DOGM").

WHEREAS, SCA must provide DOGM with a Reclamation Surety in the initial amount of $1,254,000 and any subsequent changes thereto, to ensure that funds are available to reclaim the Starpoint Mine waste coal pile associated with its project, pursuant to its Permit No. C/007/042; and

WHEREAS, SCA and DOGM desire that the obligations of SCA under the Permit No. C/007/042 be secured by a first-lien security interest in Escrowed Funds (as defined below) as provided herein; and

WHEREAS, in connection with the grant of the security interest in all of SCA's interests in the Escrowed Funds and all proceeds thereof as provided herein, SCA and DOGM desire that the Escrow Agent hold the Escrowed Funds in escrow in accordance with the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As security for SCA's obligation to reclaim the waste coal pile associated with its project in Sunnyside, Utah, pursuant to its Permit No. C/007/042, SCA hereby pledges, grants, assigns, transfers and sets over to DOGM, and there is hereby created in favor of DOGM, a first-lien security interest in and to all of SCA's right, title and interest in and to the Escrowed Funds and the proceeds thereof as provided herein. DOGM's first lien security interest shall apply to the Escrowed Funds and any investment earnings thereon to the extent provided in and subject to this Agreement.

2. Representations of SCA. In making the foregoing pledge and assignment, SCA hereby represents and warrants to DOGM, that as of the date hereof:

a. SCA is the owner of the Escrowed Funds, free and clear of all encumbrances, security interests and charges of any kind other than the subordinate lien of U.S. Bank, N.A., as Trustee (the "Trustee"), in the Escrowed Funds and any interest or other investment earnings thereon and any proceeds thereof, as further described in the letter agreement between SCA, the Trustee, the Escrow Agent and DOGM attached hereto as Exhibit A (the "Consent and Control Agreement").

b. SCA has the right and authority to enter into this Agreement and perform its obligations hereunder.

c. The execution and delivery of this Agreement by SCA and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action and no other proceedings on the part of SCA are necessary to authorize this Agreement or to consummate the transactions so contemplated hereby. This Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of SCA and, assuming due authorization, execution and delivery by DOGM, is enforceable against SCA in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally.

3. Appointment of Escrow Agent. SCA and DOGM hereby appoint the Escrow Agent as escrow agent for the purposes set forth in this Agreement, and the Escrow Agent hereby accepts such appointment and agrees to perform the duties of the Escrow Agent set forth in this Agreement. The Escrow Agent further acknowledges the subordinate lien of the Trustee in the Escrowed Funds and any interest or other investment earnings thereon and any proceeds thereof and agrees that while it is holding such escrowed property under this Agreement, it is holding such escrowed property in trust for the Trustee, and for the purpose of perfecting the Trustee's lien in the Escrowed Funds and any deposit or securities accounts in which the Escrowed Funds may be held as provided in the Consent and Control Agreement, subject to the terms and conditions set forth in this Agreement.

4. Deposit of Funds. Upon execution of this Agreement, SCA will initially deposit with the Escrow Agent $1,254,000 and may deposit subsequent funds as required by DOGM (the "Escrowed Funds") to be used primarily to purchase 100% federally guaranteed Treasury Notes with a maturity of five (5) years or less in approximately that amount for SCA, and any residual funds will be invested in the Wells Fargo 100% Treasury Money Market Fund which is invested in direct obligations of the government of the United States. The Escrow Agent shall hold the Escrowed Funds for the benefit of DOGM and shall invest the Escrowed Funds and hold such investments upon the written direction of SCA within the guidelines set forth in this Agreement. Upon the initial receipt of the Escrowed Funds and the investment of such funds as provided herein, the Escrow Agent will deliver to SCA, DOGM and the Trustee written notice of its receipt of the Escrowed Funds and the investment thereof. All further investments of the Escrowed Funds, including investments made upon the maturity or sale of previous investments of the Escrowed Funds or the investment earnings thereon, shall be made upon the written direction of SCA within the guidelines set forth in this Agreement. In the absence of such written directions, the Escrow Agent shall invest the Escrowed Funds in the Wells Fargo 100% Treasury Money Market Fund.

5. Disbursement of Funds.

a. Upon the written instruction and demand of the Director of DOGM, the Escrow Agent shall liquidate or sell all or such portion of the investments of the Escrowed Funds as the Director of DOGM shall designate without any further consent of SCA and shall disburse the proceeds of such sale to DOGM. The Escrow Agent shall not be responsible or liable for any investment losses on investments or sales of investments

of Escrowed Funds made in accordance with this Agreement. SCA agrees and irrevocably instructs the Escrow Agent that neither SCA, the Trustee, nor any person claiming an ownership interest in the Escrowed Funds, shall have the authority to prevent the Escrow Agent from carrying out the Director of DOGM's instruction to transfer the Escrowed Funds to DOGM. DOGM agrees that any disbursement of the Escrowed Funds shall be made pursuant to SCA's obligations set forth in Permit No. C/007/042 and DOGM shall return or release directly to SCA any Escrowed Funds which are more than the amount necessary to complete reclamation pursuant to the regulations in effect at the time, which regulations are currently set forth in Utah Admin. Code R645-301-800.

b. The Escrow Agent shall, except as provided in Section 6 below, disburse the Escrowed Funds and the investment earnings thereon, if any, to SCA only upon written instruction of the Director of DOGM. The Escrow Agent shall give not less than 10 days written notice to the Trustee at its address set forth in the Consent and Control Agreement before making any disbursement of Escrowed Funds to SCA pursuant to this paragraph. Upon disbursement of all of the Escrowed Funds and the investment earnings thereon, if any, to DOGM or to SCA, this Agreement shall be deemed to have been terminated.

6. Interest and Other Distributions. All interest and investment earnings, if any, on the investment of the Escrowed Funds shall be disbursed to SCA on each January 15 and July 15 during the term of this Agreement. If DOGM notifies the Escrow Agent in writing that SCA is in default of its obligations under Permit No. C/007/042, SCA shall no longer be entitled to the distribution of interest and investment earnings on the investment of Escrowed Funds and any such interest and investment earnings shall be retained by the Escrow Agent and held as part of the Escrowed Funds for the purposes stated herein until such time as DOGM notifies the Escrow Agent in writing that SCA is no longer in default of its obligations.

7. Agent's Duties. All parties hereto understand and agree that the Escrow Agent is not a principal, participant, or beneficiary of the underlying transaction which necessitates this Agreement. The Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in acting or refraining from acting on any instrument believed by it to be genuine and to have been signed or presented by the proper party or parties, their officers, representatives, or agents. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or for action taken or omitted by it in accordance with the advice of its counsel, unless such action or omission is a result of willful misconduct or negligence.

8. Concerning Escrow Agent. The following provisions shall control with respect to the rights, duties, liabilities, privileges, and immunities of Escrow Agent:

a. Escrow Agent is not a party to, is not bound by, and has no duty to inquire into any agreement other than this Escrow Agreement and the Consent and Control Agreement. All references in this Escrow Agreement and the Consent and Control Agreement to other agreements or permits, including Permit No. C/007/042, are for the convenience of the parties hereto other than Escrow Agent, and Escrow Agent shall have

no duties or obligations with respect thereto. Escrow Agent shall have no implied duties beyond the express duties set forth herein and in the Consent and Control Agreement.

b. Escrow Agent, in acting hereunder, may assume the genuineness of any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other paper or document which Escrow Agent in good faith believes to be genuine and what it purports to be.

c. It is the intention of the parties to this Escrow Agreement that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

d. In the event of any disagreement between any of the parties (other than Escrow Agent) to this Escrow Agreement, or between them or any of them and any other person or entity resulting in conflicting or adverse claims or demands being made in connection with the escrowed property, or in the event that Escrow Agent, in good faith, shall be in doubt as to what action it should take hereunder, Escrow Agent at its option may refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and, in any such event, Escrow Agent shall not be or become liable in any way or to any person or entity for its failure or refusal to act, and Escrow Agent shall be entitled to either;

i) continue so to refrain from acting until (A) the rights of all parties shall have been determined by a final and unappealable order of a court of competent jurisdiction or by a final and unappealable award of arbitrators, or (B) all differences shall have been resolved by agreement among all of the interested persons or entities, and Escrow Agent shall have been notified thereof in writing signed by all such persons or entities, or

ii) file an interpleader action in any court of competent jurisdiction.

9. Standard of Care. The Escrow Agent shall have no liability under, or duty to inquire beyond the terms and provisions of this Agreement and the Consent and Control Agreement, and it is agreed that the Escrow Agent's duties are purely ministerial in nature, and that the Escrow Agent shall incur no liability whatsoever, except for willful misconduct or negligence. The Escrow Agent shall not be bound by any modification, amendment, termination, cancellation, recission, or supersession of this Agreement unless the same shall be in writing and signed by all of the other parties hereto and, if the Escrow Agent's duties as escrow agent hereunder are affected thereby, unless the Escrow Agent shall have given prior written consent thereto.

10. Resignation. The Escrow Agent may at any time resign hereunder by giving written notice of its resignation to the other parties hereto, at their addresses set forth herein, and to the Trustee at its address set forth in the Consent and Control Agreement, at least thirty days prior to the date specified for such resignation to take effect. Upon the effective date of such

resignation, the escrowed property hereunder shall be delivered to such person as may be designated in joint written instructions to the Escrow Agent from SCA, DOGM and the Trustee, whereupon all the Escrow Agent's obligations hereunder shall cease and terminate. The Escrow Agent's sole responsibility during the period after written notice of resignation is given and before the effective date of resignation shall be to keep safely all escrowed property and to deliver the same to such persons designated in such joint written instructions or in accordance with the directions of a final order or judgment of a court of competent jurisdiction.

11. Indemnification. SCA agrees to defend, indemnify and hold the Escrow Agent harmless from and against any and all loss, damage, liability, and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including the legal costs and expenses of defending itself against any claim or liability in connection with its performance hereunder, except to the extent any such loss, damage, liability, or expense is incurred in connection with any breach by the Escrow Agent of its obligations under this Agreement or its willful misconduct or negligence.

12. Fees. The fee of the Escrow Agent to serve as escrow agent hereunder will be $2,250 for the first year payable in advance and due upon execution of this Escrow Agreement and $1,250 for each twelve month period thereafter in which this Agreement is in effect, payable at the beginning of each such period. SCA shall pay such fees and all reasonable expenses of the Escrow Agent incurred hereunder, including reasonable attorney's fees incurred in connection with this Agreement and the performance of the Escrow Agent's duties hereunder. Except as otherwise noted, such fee covers account acceptance, set up, and termination expenses plus usual and customary related administrative services such as safekeeping and distribution of securities specified herein or in the exhibits attached. Activities requiring excessive administrator time or out-of-pocket expenses such as optional substitution of collateral or securities shall be deemed extraordinary expenses for which related costs, transaction charges, and additional fees will be billed (after delivery of prior notice of such charges to SCA) at the Escrow Agent's standard charges for such items. In the event SCA fails to pay such fees, DOGM shall be provided notice in writing and a reasonable opportunity to pay the fees, either directly or from Escrowed Funds to keep this Pledge and Escrow Agreement in full effect.

13. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor Escrow Agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance any further act.

14. Force Majeure. The Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, the following: (a) any delay, error, omission, or default connected with the remittance of funds; (b) any delay, error, omission, or default of any mail, telegraph, cable, or wireless agency or operator; or (c) the acts or edicts of

any government or governmental agency or other group or entity exercising governmental powers.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah (without regard to the principles of conflicts of law embodied therein).

16. Notices. Any notice, communication, or other delivery given under this Agreement must be in writing and (a) delivered personally, (b) delivered by overnight express, or (c) sent by registered or certified mail, postage prepaid, as follows:

If to the SCA, to:

Plant Manager
Sunnyside Cogeneration Associates
One Power Plant Road
P.O. Box 159
Sunnyside, UT 84539

Telephone: 435-888-4476
Facsimile: 435-888-2538

If to DOGM to:

Division Director
Division of Oil, Gas & Mining
State of Utah
1594 West North Temple, Suite 1210
P.O. Box 145801
Salt Lake City, UT 84114-5801

Telephone: 801-538-5326
Facsimile: 801-359-3940

If to the Escrow Agent, to:

Wells Fargo Bank Northwest, National Association
Corporate Trust Services Department
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Attention: Carl Mathis

Telephone: 801-246-5299
Facsimile: 801-246-5996

With copies to:

Brian W. Burnett
Callister Nebeker & McCullough
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, UT 84133

Telephone: 801-530-7428
Facsimile: 801-364-9127

Utah Attorney General's Office
Department Natural Resources
1594 West North Temple, Suite 300
Salt Lake City, UT 84116

Attention: Steven F. Alder

Telephone: 801-538-5348
Facsimile: 801-538-7440

Each notice or other communication required or permitted under this Agreement that is addressed as provided in this Section will (i) if delivered personally or by overnight express, be deemed given upon delivery; and (ii) if delivered by mail in the manner described above, be deemed given upon delivery. Any party from time to time may change its address for the purpose of notices to that party by giving a similar notice specifying a new address, but no such notice will be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

17. Taxpayer Identification. SCA's Employer Identification Number is 52-2318424.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Name: Carl Mathis
Title: Assistant Vice President

STATE OF UTAH, DIVISION OF OIL, GAS & MINING

By: _____
Name: Lowell Braxton
Title: Director

SUNNYSIDE COGENERATION ASSOCIATES, a Utah joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC., a Delaware corporation, a joint venture partner

By: _____
Name: Greg B. Lawyer
Title: President

By: SUNNYSIDE II, L.P., a Delaware limited partnership, a joint venture partner

By: SUNNYSIDE II, INC., a Delaware corporation, the general partner of Sunnyside II, L.P.

By: _____
Name: Robert V. Escalante
Title: Vice President

Exhibit A

Corporate Trust Services
7310 North 16th Street
Suite 275
Phoenix, AZ 85020

October 9, 2003

Wells Fargo Bank Northwest, National Association
Corporate Trust Services Department
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

Division Director
Division of Oil, Gas & Mining
State of Utah
1594 West North Temple, Suite 1210
Salt Lake City, UT 84114-5801

Sunnyside Cogeneration Associates
c/o Constellation Power
825 North Downs Street, Suite A
Ridgecrest, CA 93555

Re: Consent and Control Agreement – Pledge and Escrow Agreement – Starpoint Mine Waste Coal Pile

Dear Ladies and Gentlemen:

Reference is made to (a) the Trust Indenture (the "Indenture"), dated August 1, 1999, by and between Carbon County, Utah and U.S. Bank, N.A., successor to U.S. Bank Trust National Association, as trustee (in such capacity, the "Trustee"), (b) the Loan Agreement, dated as of August 31, 1999 (the "Loan Agreement") between Sunnyside Cogeneration Associates, a Utah joint venture ("SCA"), and Carbon County, Utah, and (c) the Security Agreement, dated as of August 31, 1999 (the "Security Agreement"), by and between SCA and U.S. Bank Trust National Association, as Trustee. Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned thereto in the Indenture.

At the direction of the beneficial owners of 100% in the outstanding principal amount of Series 1999A and 1999B bonds issued under the Indenture, the Trustee is executing this letter agreement.

SCA proposes to enter into a Pledge and Escrow Agreement (the "Escrow Agreement") among SCA, Wells Fargo Bank Northwest, National Association, as the escrow agent (the "Escrow Agent"), and the State of Utah, Division of Oil, Gas & Mining ("DOGM"), substantially in the form attached hereto. The Trustee hereby consents to the Escrow Agreement and confirms and agrees that notwithstanding the terms and provisions of the Security Agreement, any interest that the Trustee may have in (i) the Escrowed Funds (as defined in the

Escrow Agreement), (ii) any securities purchased with the Escrowed Funds and held by the Escrow Agent pursuant to the Escrow Agreement, and (iii) any proceeds thereof (collectively, the "Escrowed Property") shall be subject and subordinate in all respects to the rights and interests of DOGM therein, whether or not any Event of Default under the Indenture, the Loan Agreement or the Security Agreement shall at any time have occurred or be continuing; provided, that the value of the Escrowed Property shall not exceed the amounts approved by the Trustee's consulting engineer in the aggregate plus any interest or investment earnings thereon. Without limiting the generality of the foregoing, the Trustee confirms and agrees, that upon any occurrence of an Event of Default it will not, without the express written consent of DOGM, foreclose or make any attempt to foreclose upon or otherwise take control of, the Escrowed Property or any portion thereof deposited with the Escrow Agent relating to the Escrow Agreement, provided that the Trustee may take actions necessary to protect its interest in the Escrowed Property so long as such actions do not adversely impact DOGM's rights.

Subject to the foregoing and to the express terms of the Escrow Agreement (including Section 5b), the Escrow Agent agrees that it will comply with written instructions or entitlement orders originated by the Trustee directing disposition of the Escrowed Property or any portion thereof to which SCA may be entitled under the Escrow Agreement, without further consent by SCA. Such instructions may include instructions that the Escrow Agent withdraw, trade or redeem Escrowed Property held in any deposit or securities account, and to deliver, transfer or pay such property to the Trustee. If the Trustee directs the disposition and/or transfer of all or any portion of the Escrowed Property, such property or the proceeds thereof shall be deposited by the Trustee into the Revenue Fund under the Indenture. The Escrow Agent hereby subordinates all security interests, encumbrances, claims and rights of setoff or recoupment it may have, now or in the future, against the Escrowed Property or any account in which the Escrowed Property may be held other than in connection with payment of the Escrow Agent's fees and charges pursuant to the Escrow Agreement.

Sincerely,

U.S. Bank, N.A., as Trustee
Name: Debbie M. Scherer
Title: Assistant Vice President

Consented to and approved:

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Name: Carl Mathis
Title: Assistant Vice President

STATE OF UTAH, DIVISION OF OIL, GAS &
MINING

By: _____
Name: Lowell Braxton
Title: Director

SUNNYSIDE COGENERATION ASSOCIATES, a Utah joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC., a Delaware corporation, a joint venture partner

By: _____
Name: Greg B. Lawyer
Title: President

By: SUNNYSIDE II, L.P., a Delaware limited partnership, a joint venture partner

By: SUNNYSIDE II, INC., a Delaware corporation, the general partner of Sunnyside II, L.P.

By: _____
Name: Robert V. Escalante
Title: Vice President

October 9, 2003

Ms. Deborah Scherer
U.S. Bank N.A., formerly known as U.S. Bank Trust N.A.,
as Trustee
7310 North 16th Street, Suite 275
Phoenix, AZ 85020

Dear Ms. Scherer:

Reference is hereby made to the Trust Indenture as amended or modified (the "Indenture"), dated as of August 1, 1999, between Carbon County, Utah (the "Issuer") and U.S. Bank N.A., formerly known as U.S. Bank Trust N.A., as Trustee (the "Trustee") relating to $59,000,000 Carbon County, Utah Solid Waste Disposal Revenue Refunding Bonds (Sunnyside Cogeneration Associates Project) Series 1999A (the "Series 1999A Bonds") and $18,000,000 Carbon County, Utah Solid Waste Disposal Revenue Refunding Bonds (Sunnyside Cogeneration Associates Project) Series 1999B (the "Series 1999B Bonds" and together with the Series 1999A Bonds, the "Bonds"). Capitalized terms used herein without definition shall have the meaning provided for such terms in the Indenture.

1. Holders. The undersigned beneficial owners of the Bonds (the "Directing Holders") in the aggregate hold 100% of the outstanding principal amount of the Bonds.

2. Direction. Pursuant to this letter, each of the Directing Holders hereby directs you to execute and deliver a letter of consent to the Pledge and Escrow Agreement, dated as of October 9, 2003, between Wells Fargo Bank Northwest, National Association, the State of Utah, Division of Oil, Gas & Mining, Sunnyside Cogeneration Associates, a Utah joint venture comprised of Sunnyside Holdings I, Inc., and Sunnyside II, L.P. (by its general partner Sunnyside II, Inc.), which letter shall be substantially in the form attached hereto.

3. Indemnity. Subject to the terms and conditions set forth herein, each of the Directing Holders hereby agrees to indemnify you and hold you harmless for its pro rata share of all costs, claims, liabilities, losses or damages resulting from your taking the actions provided in this letter; provided, that you shall not be indemnified for any of the foregoing resulting from your own gross negligence or willful misconduct. Notwithstanding the foregoing, each of the Directing Holder's obligation to indemnify you shall be limited to its pro rata share of the Trust Estate.

4. Transferees. This letter shall be binding upon all transferees, successors and assigns of the parties to the letter including any party to whom a Directing Holder transfers all or a portion of its Bonds.

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

By: Thomas P. Gerrity

TAX FREE HIGH YIELD PORTFOLIO

By: _____

UNITED MUNICIPAL HIGH INCOME FUND, INC.

By: _____

JOHN HANCOCK HIGH-YIELD TAX-FREE FUND

By: _____

CYPRESS ASSOCIATES LLC.

By: _____

ACCEPTED AND AGREED TO
this _____, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,
As Trustee

By: _____

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

By: _____

TAX-FREE HIGH YIELD PORTFOLIO, a series of Tax-Free Income Trust

By: _____
Name: Timothy J. Masek
Title: Assistant Vice President
Tax-Free Income Trust

UNITED MUNICIPAL HIGH INCOME FUND, INC.

By: _____

JOHN HANCOCK HIGH-YIELD TAX-FREE FUND

By: _____

CYPRESS ASSOCIATES LLC.

By: _____

ACCEPTED AND AGREED TO
this _____, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,
As Trustee

By: _____

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

By: _____

TAX FREE HIGH YIELD PORTFOLIO

By: _____

UNITED MUNICIPAL HIGH INCOME FUND, INC.

By: _____

JOHN HANCOCK HIGH-YIELD TAX-FREE FUND

By: _____

CYPRESS ASSOCIATES LLC.

By: _____

ACCEPTED AND AGREED TO
this _____, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,
As Trustee

By: _____

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

By: _____

TAX FREE HIGH YIELD PORTFOLIO

By: _____

UNITED MUNICIPAL HIGH INCOME FUND, INC.

By: _____

JOHN HANCOCK HIGH-YIELD MUNICIPAL BOND FUND (formerly known as John Hancock Tax-Free Bond Fund)

By: Diane M Sales VP

CYPRESS ASSOCIATES LLC.

By: _____

ACCEPTED AND AGREED TO
this _____, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,
As Trustee

By: _____

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

By: _____

TAX FREE HIGH YIELD PORTFOLIO

By: _____

UNITED MUNICIPAL HIGH INCOME FUND, INC.

By: _____

JOHN HANCOCK HIGH-YIELD TAX-FREE FUND

By: _____

CYPRESS ASSOCIATES LLC.

By: _____

ACCEPTED AND AGREED TO
this _____, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,
As Trustee

By: _____

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

By: _____

TAX FREE HIGH YIELD PORTFOLIO

By: _____

UNITED MUNICIPAL HIGH INCOME FUND, INC.

By: _____

JOHN HANCOCK HIGH-YIELD TAX-FREE FUND

By: _____

CYPRESS ASSOCIATES LLC.

By: _____

ACCEPTED AND AGREED TO
this 9th day of October, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,
As Trustee

By: _____

376610.1

EXHIBIT "C"

Liability Insurance

Affidavits of Qualification:

i. **Permittee – SCA**
ii. **Institution – Wells Fargo**
iii. **Director – DOGM**

Authorization:

i. **Sunnyside Holdings I, Inc.**
ii. **Sunnyside II, LP by Sunnyside II, Inc.**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2003

PRODUCER (405)235-6633 FAX (405)235-6634
Meyers-Reynolds & Associates
1230 N. Robinson Ave
Oklahoma City, OK 73103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Sunnyside Cogeneration Assoc.
c/o Constellation Energy Group
750 E. Pratt Street, 16th Fl.
Baltimore, MD 21202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B: Greenwich Insurance	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	3581-69-76	08/01/2003	08/01/2004	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	7499-92-77	08/01/2003	08/01/2004	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	7983-43-13	08/01/2003	08/01/2004	EACH OCCURRENCE	$ 4,000,000
						AGGREGATE	$ 4,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Pollution Liability	PEC0004787	08/11/2001	08/11/2004	Each Loss 1,000,000 Total/Loss 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Permit No: C/007/042
Certificate Holder is named as an Additional Insured.

CERTIFICATE HOLDER

Division of Oil, Gas & Mining (DOGM)
Attn: Pam Grubaugh-Littig
P O Box 145801
Salt Lake City, UT 84114-5801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~DELIVER OR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE
Lee Reynolds/ANN

Lee Reynolds

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

Affidavits of Qualification

AFFIDAVIT OF QUALIFICATION
PERMITTEE
--ooOOoo–

We, Greg B. Lawyer and Robert V. Escalante, being first duly sworn under oath, depose and say that we are the authorized agents of Sunnyside Cogeneration Associates; and that we are 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.

SUNNYSIDE COGENERATION ASSOCIATES,
a Utah joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC.,
a Delaware corporation, a joint venture partner

By: _____
Name: Greg B. Lawyer
Title: President

By: SUNNYSIDE II, L.P.,
a Delaware limited partnership, a joint venture partner

By: SUNNYSIDE II, INC.,
a Delaware corporation, the general partner of
Sunnyside II, L.P.

By: _____
Name: Robert V. Escalante
Title: Vice President

383193.1

SUNNYSIDE HOLDINGS I, INC.

Subscribed and sworn to before me this 14 day of October, 2003.

Terri L. Allred
Notary Public

My Commission Expires:

Aug 19, 2006.

TERRI L. ALLRED
NOTARY PUBLIC • STATE of UTAH
1321 SOUTH 600 WEST
PRICE, UTAH 84501
COMM. EXP. 8-19-2006

Attest:

STATE OF Utah)
) ss:
COUNTY OF Carbon)

SUNNYSIDE II, L.P.

Subscribed and sworn to before me this 14 day of October, 2003.

Terri L. Allred
Notary Public

My Commission Expires:

Aug 19, 2006.

TERRI L. ALLRED
NOTARY PUBLIC • STATE of UTAH
1321 SOUTH 600 WEST
PRICE, UTAH 84501
COMM. EXP. 8-19-2006

Attest:

STATE OF Utah)
) ss:
COUNTY OF Carbon)

AFFIDAVIT OF QUALIFICATION
INSTITUTION (Bank)
--ooOOoo--

I, Carl Mathis, being first duly sworn under oath, deposes and says that he is an Assistant Vice President of Wells Fargo Bank Northwest, National Association; and that he is duly authorized to execute and deliver the foregoing obligations; and that said INSTITUTION (Bank) 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) _____
Carl Mathis, Assistant Vice President

Subscribed and sworn to before me this 14th day of October, 2003.

_____
Notary Public

NOTARY PUBLIC
MARGIE WALKER
299 South Main Street 12th Floor
Salt Lake City UT 84111
My Commission Expires March 17, 2007
State of Utah

My Commission Expires:

_____, 20___.

Attest:

STATE OF _____)
) ss:
COUNTY OF _____)

383193.1

AFFIDAVIT OF QUALIFICATION
ASSOCIATE DIRECTOR
--ooOOoo--

Mary Ann Wright, being first duly sworn under oath, deposes and says that she is the Associate Director of Mining for the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah; and that she is duly authorized to execute and deliver the foregoing obligations; and that said Associate Director is authorized to execute the same by authority of laws on behalf of the State of Utah.

(Signed) _____
Mary Ann Wright, Associate Director, Mining
Division of Oil, Gas and Mining

Subscribed and sworn to before me this 14th day of November, 20 03.

_____
Notary Public

DIANE HOLLAND
NOTARY PUBLIC - STATE OF UTAH
1594 W. NORTH TEMPLE, SUITE 1210
SALT LAKE CITY, UT 84116
My Comm. Exp. 05/01/2006

My Commission Expires:

May 1, 20 06.

Attest:

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

AUTHORIZATION
–ooOOoo–

Robert S. McLeese, being first duly sworn under oath, deposes and says that he is the Secretary of Sunnyside Holdings I, Inc.; and that Greg B. Lawyer, President of Sunnyside Holdings I, Inc., is duly authorized to execute and deliver the foregoing obligations in connection with Permit No. C/007/042.

By: SUNNYSIDE HOLDINGS I, INC.,
a Delaware corporation, a joint venture partner

By: R.S. McLeese
Name: Robert S. McLeese
Title: Secretary

Subscribed and sworn to before me this 14 day of October, 2003.

Terri L. Allred
Notary Public

My Commission Expires:

Aug 19, 2006

TERRI L. ALLRED
NOTARY PUBLIC • STATE of UTAH
1321 SOUTH 600 WEST
PRICE, UTAH 84501
COMM. EXP. 8-19-2006

Attest:

STATE OF Utah)
) ss:
COUNTY OF Carbon)

383193.1

AUTHORIZATION
–ooOOoo–

Steven L. Miller, being first duly sworn under oath, deposes and says that he is the Secretary of Sunnyside II, Inc., the general partner of Sunnyside II, LP; and that Robert V. Escalante, Vice President of Sunnyside II, Inc., the general partner of Sunnyside II, LP, is duly authorized to execute and deliver the foregoing obligations in connection with Permit No. C/007/042.

By: SUNNYSIDE II, L.P.,
a Delaware limited partnership, a joint venture partner

By: SUNNYSIDE II, INC.,
a Delaware corporation, the general partner of Sunnyside II, L.P.

By: _____
Name: Steven L. Miller
Title: Secretary

Subscribed and sworn to before me this 17th day of October, 2003.

_____
Notary Public

My Commission Expires:

July 7, 2007.

Attest:

STATE OF Maryland)
) ss: 213-78-5986
~~COUNTY~~ OF Baltimore City)

LYNN J. CONANT
NOTARY PUBLIC
Baltimore City
MARYLAND
MY COMMISSION EXPIRES JULY 7, 2007

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