

0023



**GENWAL**  
RESOURCES, INC.

*Original Surety  
file*

P.O. Box 1420 • 195 North 100 West • Huntington, Utah 84528  
Telephone (801) 687-9813 • Fax (801) 687-9784

*ACT/015/032 #4  
Copy PAM (all)*

March 20, 1995

Mr. James Carter, ESQ.  
Division Director  
Division of Oil, Gas, and Mining  
3 Triad Center, Suite 350  
355 West North Temple  
Salt Lake City, Utah 84180-1203

(Hand Delivered)

Dear Mr. Carter:

Attached you will find the Reclamation Bond for the Crandall Canyon Mine, operated by Genwal Resources, Inc. It is:

ACT/015/032 - \$703,000.00

This bond replaces the existing reclamation bond provided by Nevada Electric Investment Company. Should you have any questions, please call me at (801) 687-9813.

Sincerely,

A handwritten signature in cursive script, appearing to read "Randolph B. Gainer".

Randolph B. Gainer, P.G.  
Environmental Manager



VAN-AMERICAN

167 East Main Street, Suite 210  
Lexington, Kentucky 40507  
Phone: 606-225-1010  
Fax: 606-225-1020

March 14, 1995

Mr. Richard Waddle  
Andalex Resources, Inc.  
9300 Shelbyville Road #1200  
Louisville, KY 40222

RE: GENWAL RESOURCES, INC. (ANDALEX)

Dear Mr. Waddle:

Please find enclosed a reclamation bond and an invoice for the above referenced company. A blank copy of section "C" pertaining to Certificate of Liability is also included. Please have your Insurance Agent fill in the details on this section or replace it with a executed copy if you have already obtained it. We will need a copy of the complete package for our files. Per our recent discussion, the lease bond is a financial guarantee and must be reviewed by AIG's home office before we can move forward on it. Thank you very much for your patience on this matter.

If you have any questions or if I can be of any assistance, please feel free to call.

Sincerely,

VAN-AMERICAN INSURANCE COMPANY

A handwritten signature in cursive script that reads "Craig Brock". The signature is written in black ink and is positioned above the typed name.

Craig Brock  
Underwriter

Updated November 1994

# RECLAMATION AGREEMENT

(COAL)

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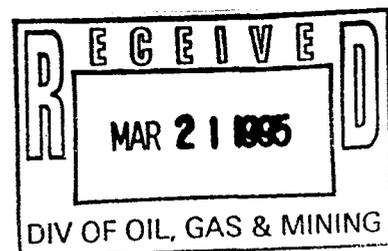
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RECL.AGR



Permit Number: ACT 015/032  
 Date Original Permit Issued: 05/13/83  
 Effective Date of Agreement: 03/14/95

RECLAMATION AGREEMENT

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

**COAL RECLAMATION AGREEMENT**

--ooOOoo--

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

"PERMIT": (Mine Permit No.) ACT 015/032 (County) Emery

"MINE": (Name of Mine) Crandall Canyon

"PERMITTEE": (Company or Name) GENWAL Resources, Inc.  
 (Address) P. O. Box 1420, Huntington, Utah 84528

"PERMITTEE'S REGISTERED AGENT": (Name) R. Jay Marshall  
 (Address) P. O. Box 1420  
 (Phone) Huntington, Utah 84528  
(801) 687-9813

"COMPANY OFFICERS": Douglas H. Smith  
Samuel C. Quigley

"BOND TYPE": (Form of Bond) Surety

"BOND": (Bond Amount-Dollars) \$703,000.00  
 (Escalated Year-Dollars) 1996

"INSTITUTION": (Bank or Agency) American Home Assurance Company

POLICY OR ACCOUNT NUMBER 14-96-15

"LIABILITY INSURANCE": (Exp.) 1995  
 (Insurance Company) Federal Insurance

"STATE": Utah Department of Natural Resources

"DIVISION": Division of Oil, Gas and Mining

"DIVISION DIRECTOR" James Carter

**EXHIBITS:**

		Revision Dates		
"SURFACE DISTURBANCE"	Exhibit "A"	_____	_____	_____
"BONDING AGREEMENT"	Exhibit "B"	_____	_____	_____
"LIABILITY INSURANCE"	Exhibit "C"	_____	_____	_____
"STIPULATION TO CHANGE BOND"	Exhibit "D"	_____	_____	_____

## RECLAMATION AGREEMENT

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

**WHEREAS**, on May 13, 19<sup>83</sup>, the Division approved the Permit Application Package, hereinafter "PAP", submitted by GENWAL Resources, Inc., hereinafter "Permittee"; **and**

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

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

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

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

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

### RECLAMATION AGREEMENT

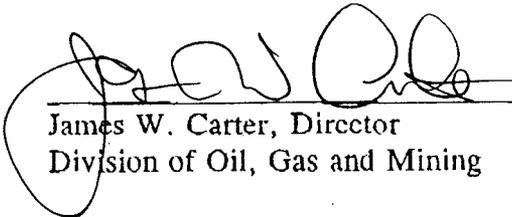
5. The Permittee agrees to maintain in full force and effect the public liability insurance policy submitted as part of the permit application. The Division shall be listed as an additional insured on said policy.
6. In the event that the Surface Disturbance is increased through expansion of the coal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

**RECLAMATION AGREEMENT**

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

SO AGREED this 14th day of March, 19 95

STATE OF UTAH:

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

PERMITTEE:

  
John P. Smith V.P. Sr  
\_\_\_\_\_  
Company Officer - Position

\_\_\_\_\_  
Company Officer - Position

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

Page 4 of \_\_\_\_

**RECLAMATION AGREEMENT**

**EXHIBIT "A"**

**SURFACE DISTURBANCE**

**LEGAL DESCRIPTION**

**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:

Total acres within the approved PERMIT AREA: 5036.58

Total acres of DISTURBED AREAS within the Permit Area: 5.41

Map(s) showing the approved PERMIT AREA are attached and provided as:

Plate 5-2, within approved MRP, ACT 015/032

Map(s) showing the DISTURBED AREAS within the approved Permit Area are attached and provided as:

Plate 5-3, within approved MRP, ACT 015/032

Legal Description of Bonded Area:

Township 16 South, Range 7 East, S.L.M.

Section 5: Portions of  $S\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ ,  
Portions of  $N\frac{1}{2}N\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$

See Plate 5-3 within approved MRP, ACT 015/032

**NOTE:** In the event that more than one bond is provided for the Permit Area, the Permittee must provide a map and legal description for each sub area of the Permit Area for which each bond is provided.

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

Exhibit "B" - BONDING AGREEMENT  
SURETY BOND

Permit Number: ACT 015/032

SURETY BOND  
(FEDERAL COAL)

--000000--

**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 (\$ 703,000.00 ) (Surety Bond Amount) for the timely performance of reclamation responsibilities of the surface disturbance described in Exhibit "A" of this Reclamation Agreement.

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

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

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

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

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

Exhibit "B" - BONDING AGREEMENT  
SURETY BOND

IN WITNESS WHEREOF, the PERMITTEE has hereto set its signature and seal  
this 14th day of March, 19 95.

GENWAL Resources, Inc.

**PERMITTEE**

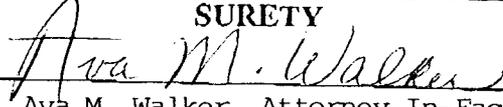
By: 

Title: VP Finance, Bradshaw

IN WITNESS WHEREOF, the SURETY has hereto set its signature and seal this  
14th day of March, 19 95.

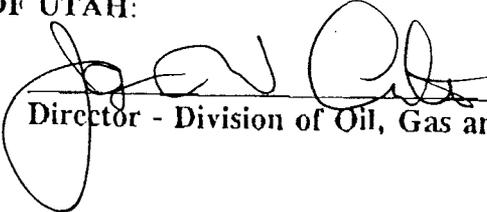
American Home Assurance Company

**SURETY**

By: 

Title: Ava M. Walker, Attorney-In-Fact

ACCEPTED BY THE STATE OF UTAH:

  
Director - Division of Oil, Gas and Mining

**NOTE:**

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

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

Permit Number: ACT015032

**CERTIFICATE OF LIABILITY INSURANCE**

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

**THIS IS TO CERTIFY THAT:**

FEDERAL INSURANCE COMPANY  
(Name of Insurance Company)  
15 MOUNTAIN VIEW ROAD WARREN, NJ 07059  
(Home Office Address of Insurance Company)

**HAS ISSUED TO:**

GENWAL RESOURCES, INC.  
(Name of Permittee)  
CRANDALL CANYON ACT 015-032  
(Mine Name) (Permit Number)

**CERTIFICATE OF INSURANCE:**

3710 39 89 1-1-95  
(Policy Number) (Effective Date)

**UNDER THE FOLLOWING TERMS AND CONDITIONS:**

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

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

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

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

UNDERWRITING AGENT:

ROY A. NIKAS

PRICE INSURANCE AGENCY

801-637-3351

(Agent's Name)

(Phone)

(Company Name)

PO BOX 871

PRICE, UT 84501-0871

(Mailing Address)

(City, State, Zip Code)

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

3/14/95

BROKER

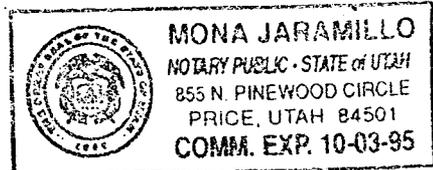
(Date, Signature and Title of Authorized Agent of Insurance Company)

Signed and sworn before me by Roy A. NIKAS

this 14TH day of MARCH, 19 95

(Signature)

My Commission Expires: \_\_\_\_\_



**EXHIBIT "D"**  
**STIPULATION TO REVISE**  
**RECLAMATION AGREEMENT**

Exhibit "D" - STIPULATION TO REVISE RECLAMATION AGREEMENT

Permit Number: ACT 015/032  
Effective Date: 05/13/83

COAL  
STIPULATION TO REVISE RECLAMATION AGREEMENT  
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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" - SURFACE DISTURBANCE.

\_\_\_\_\_ Replace Exhibit "B" - BONDING AGREEMENT.

\_\_\_\_\_ Replace Exhibit "C" - LIABILITY INSURANCE.

The BONDING amount is revised from (\$ \_\_\_\_\_) to (\$ \_\_\_\_\_).

The SURFACE DISTURBANCE is revised from \_\_\_\_\_ acres 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

IN WITNESS WHEREOF the PERMITTEE has hereunto set its signature and seal  
this 16<sup>th</sup> day of March, 1995.

PERMITTEE

By: [Signature]

Title: VP Finance

ACCEPTED BY THE STATE OF UTAH:

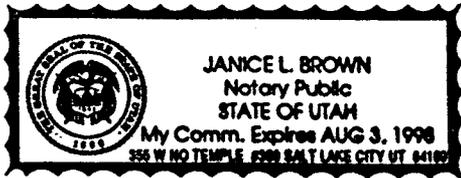
[Signature]  
Director, Division of Oil, Gas and Mining

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.

**AFFIDAVITS OF QUALIFICATION**

AFFIDAVIT OF QUALIFICATION  
DIRECTOR  
--ooOOoo--

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



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

Subscribed and sworn to before me this 23<sup>rd</sup> day of March, 19 95.

*Janice L. Brown*  
Notary Public

My Commission Expires:

August 3, 19 98.

Attest:

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

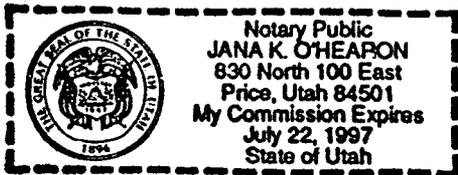
AFFIDAVIT OF QUALIFICATION  
PERMITTEE

--000000--

I, John Bradburn, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) GENERAL VP Finance of GENWAL RESOURCES, 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) [Signature]  
Name - Position

Subscribed and sworn to before me this 16<sup>th</sup> day of March, 19 95.



[Signature]  
Notary Public

My Commission Expires:

July 22, 19 97.

Attest:

STATE OF Utah )  
COUNTY OF Carbon ) SS:

AFFIDAVIT OF QUALIFICATION  
SURETY COMPANY  
--000000--

I, Ava M. Walker, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) Attorney-In-Fact of American Home Assurance 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) Ava M. Walker  
Surety Company Officer - Position - Attorney-In-Fact

Subscribed and sworn to before me this 14th day of March, 19 95.

Frieda Ceyna  
Notary Public

My Commission Expires:

August 11, 19 98.

Attest:

STATE OF Kentucky )  
COUNTY OF Fayette ) ss:

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

—James H. Godfrey Jr., Phillip S. McCrorie, Ava M. Walker: of Lexington Kentucky—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



this 22 day of June, 1993.  
*Mark E. Reagan*  
Mark E. Reagan, Senior Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK }ss.

On this 22nd day of June, 1993, before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

*Paulette K. Williams*

PAULETTE K. WILLIAMS  
Notary Public, State of New York  
No. 31-4972606  
Qualified in New York County  
Certificate Filed In New York County  
Commission Expires October 1, 1994

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations 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 valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 14th day of March, 19 95  
*Elizabeth M. Tuck*  
Elizabeth M. Tuck, Secretary