0032

State of Utah
DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

May 28, 2008

Randy Church, Regional Sales Manager
Wells Fargo Center
299 South Main Street, 5th Floor
Salt Lake City, Utah 84111

Subject: Securities Control Agreement, Crandall Canyon Mine, C/015/0032

Dear Mr. Church:

Please find enclosed the Securities Control Agreement with the Secured Party's original signature. Please return a copy of the Agreement with the required signatures for our file.

If you have any questions, please call or email me at (801) 538-5264 or angelanance@utah.gov.

Sincerely,

Angela Nance

Angela Nance
Engineering Technician

an
Enclosure
O:\015032.CRA\WELLSFARGOSECCONAGREE.DOC

1594 West North Temple, Suite 1210, PO Box 145801, Salt Lake City, UT 84114-5801
telephone (801) 538-5340 • facsimile (801) 359-3940 • TTY (801) 538-7458 • www.ogm.utah.gov

UTAH DNR OIL, GAS & MINING

From: Steve Alder
To: Angela Nance
Date: 5/27/2008 9:21 AM
Subject: Fwd: Pledge Documents
Attachments: SecControl WFBS.doc

>>> <brandon.hodge@wellsfargo.com> 5/23/2008 11:40 AM >>>

I have attached the Securities Control Agreement that we need to have you both sign and send us the original copy with your signatures attached. Please note that we can take a faxed copy to pledge the account, but we will need the original back within 7 business days.

<<SecControl WFBS.doc>>
Thank you,

Brandon M. Hodge
Institutional Brokerage & Sales
(801) 246-1758 Direct
(801) 246-1705 Fax
(800) 852-9731 Toll Free
MAC # U1228-056
Wells Fargo Center
299 South Main Street
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SECURITIES CONTROL AGREEMENT

THIS SECURITIES ACCOUNT CONTROL AGREEMENT (this "Agreement") is entered into as of May 23, 2008, by and among Intermountain Power Agency ("Customer"), WELLS FARGO BROKERAGE SERVICES, LLC ("Intermediary"), and State of Utah, Division of Oil, Gas & Mining ("Secured Party").

RECITALS

A. Intermediary holds certain securities owned by Customer listed on Exhibit A hereto (the "Securities") pursuant to an agreement between Intermediary and Customer dated as of Mary 28, 2008 (the "Account Agreement"), a copy of which is attached hereto as Exhibit B, and Customer has granted to Secured Party a security interest in the Securities.

B. Secured Party, Customer and Intermediary have agreed to enter into this Agreement to perfect Secured Party's security interests in the Collateral, as defined below.

NOW, THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

1. DEFINITIONS. As used herein:

(a) the term "Collateral" shall mean: (i) the Securities and (ii) all replacements or substitutions for, and proceeds of the sale or other disposition of, the Securities, including without limitation, cash proceeds; and

2. AGREEMENT FOR CONTROL. Intermediary is authorized by Customer and agrees to comply with all entitlement orders originated by Secured Party with respect to the Securities, and all other requests or instructions from Secured Party regarding disposition and/or delivery of the Collateral, without further consent or direction from Customer or any other party.

3. CUSTOMER'S RIGHTS WITH RESPECT TO THE COLLATERAL.

(a) Until Intermediary is notified otherwise by Secured Party: (i) Customer, or any party authorized by Customer to act with respect to the Securities, may give trading instructions to Intermediary with respect to the Securities or any replacements or substitutions therefore, provided that no Securities subject to this Agreement may be freely delivered or released by Intermediary unless replaced or substituted by Securities having an equal or greater market value as of the date of such delivery or release, as evidenced by a pledge receipt of which a copy will be provided to Secured Party by Intermediary, and (ii) Intermediary may distribute to Customer or any other party in accordance with Customer's directions that portion of the Collateral which consists of interest and/or cash dividends earned on the Securities or any replacements or substitutions therefore.

(b) Without Secured Party's prior written consent, except to the extent permitted by Section 3(a) hereof, Intermediary will not comply with any entitlement order or request to deliver or release the Securities, or any proceeds of the sale or other disposition of the Securities, given by any party other than Secured Party.

(c) Upon receipt of either written or oral notice from Secured Party: (i) Intermediary shall promptly cease complying with entitlement orders and other instructions concerning the Collateral, including the Securities, from all parties other than Secured Party; and (ii) Intermediary shall not make any further distributions of any Collateral to any party other than Secured Party, nor permit any further replacements or substitutions of the Securities.

4. INTERMEDIARY'S REPRESENTATIONS AND WARRANTIES. Intermediary represents and warrants to Secured Party that:

(a) The Securities listed on Exhibit A are held by Intermediary solely in Customer's name.

(b) Intermediary has no knowledge of any claim to, security interest in or lien upon any of the Collateral, except: (i) the security interests in favor of Secured Party; and (ii) Intermediary's liens securing fees and charges, or payment for open trade commitments, as described in Section 4(e) hereof.

(c) Attached hereto as Exhibit B is a true and complete copy of the Account Agreement.

(d) Any claim to, security interest in or lien upon any of the Collateral which Intermediary now has or at any time hereafter acquires shall be junior and subordinate to the security interests of Secured Party in the Collateral, except for Intermediary's liens securing: (i) fees and charges owed by Customer with respect to the holding of the Securities, and (ii) payment owed to Intermediary for open trade commitments with respect to the Securities.

5. AGREEMENTS OF INTERMEDIARY AND CUSTOMER. Intermediary and Customer agree that:

(a) Intermediary shall flag its books, records and systems to reflect Secured Party's security interests in the Collateral, and shall provide notice thereof to any party making inquiry as to Customer's accounts with Intermediary to whom or which Intermediary is legally required or permitted to provide information.

(b) Intermediary shall send copies of all statements relating to the Securities Account simultaneously to Customer and Secured Party.

(c) Intermediary shall promptly notify Secured Party if any other party asserts any claim to, security interest in or lien upon any of the Collateral, and Intermediary shall not enter into any control, custodial or other similar agreement with any other party that would create or acknowledge the existence of any such other claim, security interest or lien.

(d) Without Secured Party's prior written consent, Intermediary and Customer shall not amend or modify the Account Agreement, other than amendments to reflect ordinary and reasonable changes in Intermediary's fees and charges for handling the Securities Account.

(e) Neither Intermediary nor Customer shall terminate the Account Agreement without giving thirty (30) days' prior written notice to Secured Party.

6. AGREEMENT OF CUSTOMER. Customer agrees to indemnify and hold harmless Intermediary, its officers, directors, employees and agents, against claims, liabilities or expenses (including reasonable attorney's fees) in any way arising out of or relating to disputes or legal actions concerning this Agreement, or arising out of Intermediary's compliance with any instructions from Secured Party with respect to the Collateral, except if such claims, liabilities or expenses are caused solely by Intermediary's gross negligence or willful misconduct.

7. MISCELLANEOUS.

(a) This Agreement shall not create any obligation or duty of Intermediary except as expressly set forth herein.

(b) As to the matters specifically the subject of this Agreement, in the event of any conflict between this Agreement and the Account Agreement or any other agreement between Intermediary and Customer, the terms of this Agreement shall control.

(c) All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing (unless otherwise specifically provided) and delivered to each party at the address or facsimile number set forth below its signature, or to such other address or facsimile number as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by facsimile, upon receipt; and (iii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid.

(d) The prevailing party in the prosecution or defense of any action arising out of this Agreement, including any action for declaratory relief, shall be reimbursed by the party whose course of action necessitated such prosecution or defense for all costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), expended or incurred by the prevailing party in connection therewith, whether incurred at the trial or appellate level, in an arbitration proceeding, bankruptcy proceeding or otherwise.

(e) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Intermediary may not assign its obligations hereunder without Secured Party's prior written consent. This Agreement may be amended or modified only in writing signed by all parties hereto.

(f) This Agreement shall terminate upon: (i) Intermediary's receipt of written notice from Secured Party expressly stating that Secured Party no longer claims any security interest in the Collateral; or (ii) termination of the Account Agreement pursuant to Section 5(e) hereof and Intermediary's delivery of all Collateral to Secured Party or its designee in accordance with Secured Party's written instructions.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Minnesota.~~ Utah

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

INTERMEDIARY:

WELLS FARGO BROKERAGE SERVICES, LLC

By:
Name: Pat Kedrowski
Title: Operations Officer
Address: 608 2nd Avenue South
Suite 500, N9303-054
Minneapolis, Mn. 55402
FAX No: 612-667-6321

CUSTOMER:

By: James A. Hewlett
Name: James A. Hewlett
Title: General Manager
Address:

FAX No:

Safekeeping Account Number:

SECURED PARTY

By: John R. Baza
Name: John R. Baza
Title: Director
Address:

FAX No:

Please send the original agreement to the Pledge Desk at