FORM MR-RC
Revised April 4, 2001
RECLAMATION CONTRACT

File Number M/001/027
Effective Date August 22, 2001
Other Agency File Number ML 3092
UTU-78618

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED
AUG 16 2001
DIVISION OF
OIL, GAS AND MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	M/001/027
(Mineral Mined)	Perlite
"MINE LOCATION":	
(Name of Mine)	Pearl Queen
(Description)	about 15 miles NE of Milford Beaver County, Utah
"DISTURBED AREA":	
(Disturbed Acres)	25.16 acres
(Legal Description)	(refer to Attachment "A")
"OPERATOR":	
(Company or Name)	Basin Perlite Company
(Address)	1776 Lincoln Street, Suite 900 Denver, CO 80203
(Phone)	303/863-3922

"OPERATOR'S REGISTERED AGENT":

(Name) CT Corporation

(Address) 50 West Broadway
Salt Lake City, UT 84101

(Phone) 801/364-5101

"OPERATOR'S OFFICER(S)": William R. Wilson - President
Ryan Bennett - Treasurer
Brian Dolan - Secretary

"SURETY":

(Form of Surety - Attachment B) Surety

"SURETY COMPANY":

(Name, Policy or Acct. No.) American Manufactures Mutual Ins. Co. [redacted]

"SURETY AMOUNT":

(Escalated Dollars) 133,600

"ESCALATION YEAR": 2005

"STATE": State of Utah

"DIVISION": Division of Oil, Gas and Mining

"BOARD": Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Basin Perlite Company the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/001/027 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

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

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated February 7, 1997, and the original Reclamation Plan dated February 7, 1997. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.

2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.

3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.

4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.

5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.

6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's

request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.

8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.

9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.

11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.

12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Basin Perlite Company
Operator Name

By William R. Wilson
Authorized Officer (Typed or Printed)

President
Authorized Officer - Position

Officer's Signature

August 6, 2001
Date

STATE OF Colorado)
) ss:
COUNTY OF Denver)

On the 6 day of August, 2001, William R. Wilson personally appeared before me, who being by me duly sworn did say that he/she is the President of Basin Perlite Company and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said William R. Wilson duly acknowledged to me that said company executed the same.

Michelle Hebert
Notary Public
Residing at Lakewood, Colorado

3-18-2003
My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton 8/22/01
Lowell P. Braxton, Director Date

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

On the 22nd day of August, 2001, Lowell P. Braxton personally appeared before me, who being duly sworn did say that he/~~she~~, the said Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.

NOTARY PUBLIC
VICTORIA A. BAILEY
1594 W. N. Temple #1210
Salt Lake City, UT 84116
My Commission Expires
February 29, 2004
STATE OF UTAH

Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, UT

February 29, 2004
My Commission Expires:

ATTACHMENT "A"

Basin Perlite Company
Operator

Pearl Queen
Mine Name

M/001/027
Permit Number

Beaver County, Utah

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed is:

There are two mine areas:

1. Pearl Queen Pit - SESE Sec. 2, T 27 S - R 9 W (20.3 acres) (State Land)
2. Schoo Pit - SWSW Sec. 1, T 27 S - R 9 W (4.86 acres) (Federal Land)

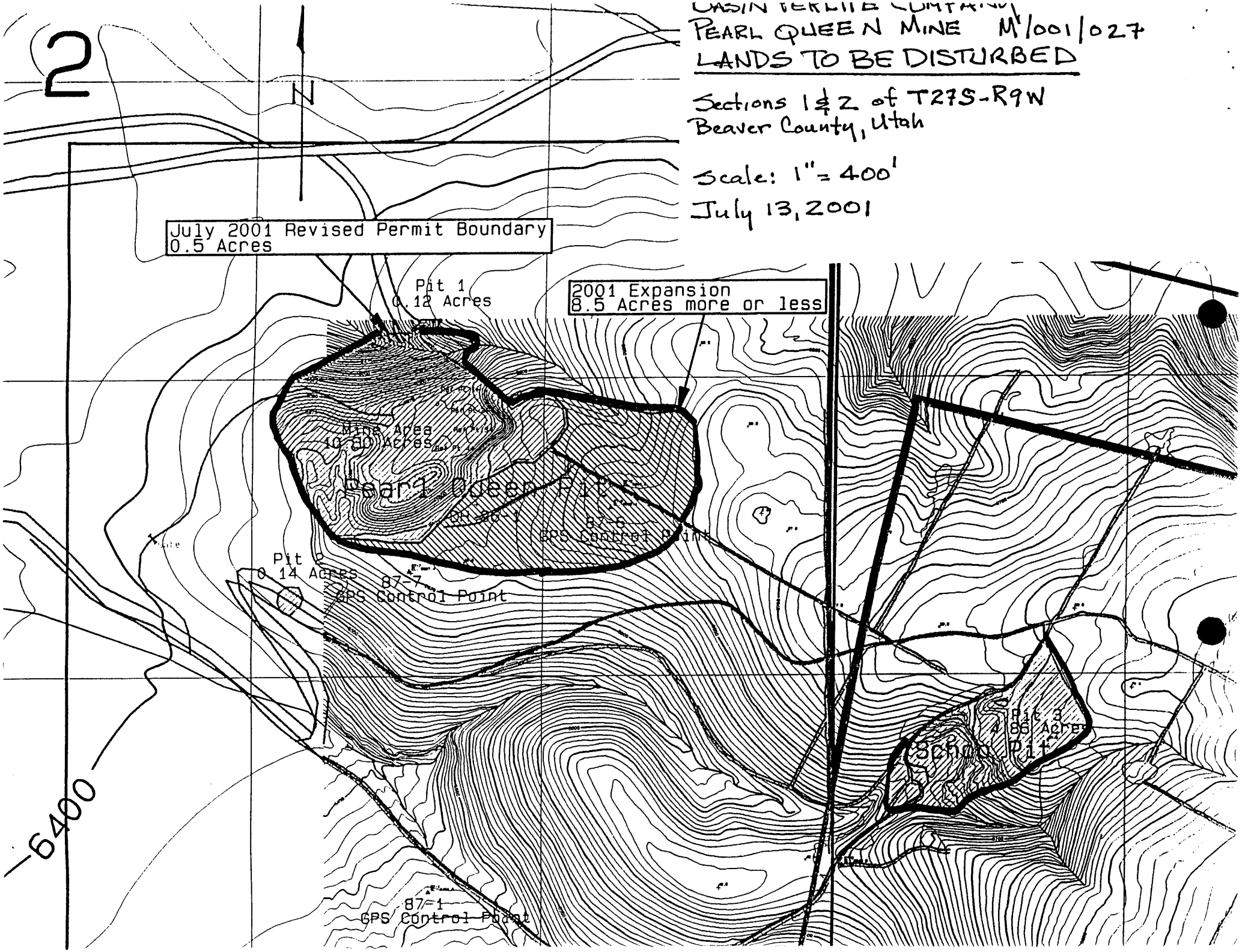
A topographic map showing the lands to be disturbed at a scale of 1" = 400' is attached.

2

BASIN FERTILIZER COMPANY
PEARL QUEEN MINE M/001/027
LANDS TO BE DISTURBED

Sections 1 & 2 of T27S-R9W
Beaver County, Utah

Scale: 1" = 400'
July 13, 2001



ATTACHMENT B

FORM MR-6
Joint Agency Surety Form
(January 7, 1999)

Bond Number [redacted]
Permit Number M/001/027
Mine Name PEARL QUEEN PERLITE MINE
Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

RECEIVED
MAR 21 2001
DIV. OF OIL, GAS & MINING

THE MINED LAND RECLAMATION ACT

SURETY BOND
****

The undersigned BASIN PERLITE COMPANY as Principal, and AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining, and the School & Institutional Trust Lands Admin., in the penal sum of FORTY THOUSAND EIGHT HUNDRED AND 00/100 dollars ($40,800.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 5th day of August, 19 97, that 10 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

Bond Number [redacted]
Permit Number M/001/027
Mine Name PEARL QUEEN PERLITE MINE
Other Agency File Number

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

BASIN PERLITE COMPANY
Principal (Permittee)

William R. Wilson
By (Name typed):

President
Title

Signature

March 8, 2001
Date

Surety Company
AMERICAN MANUFACTURERS MUTUAL
.INSURANCE COMPANY
Company Officer

10375 E. HARVARD, STE 500
Surety Company Address

ATTORNEY-IN-FACT
Title/Position

DENVER, CO 80217
City, State, Zip

Signature VIVIENNE DOUGLAS

FEBRUARY 26, 2001
Date

Bond Number [redacted]
Permit Number M/001/027
Mine Name PEARL QUEEN PERLITE MINE
Other Agency File Number

SO AGREED this 3rd day of April, ~~19~~ 2001.

Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

Page 4
MR-6
Joint Agency Surety Bond
Attachment B

Bond Number [redacted]
Permit Number M/001/027
Mine Name PEARL QUEEN PERLITE MINE
Other Agency File Number _____

AFFIDAVIT OF QUALIFICATION

On the 26TH day of FEBRUARY, 19 2001, personally appeared before me VIVIENNE DOUGLAS who being by me duly sworn did say that he/she, the said VIVIENNE DOUGLAS is the ATTORNEY-IN-FACT of AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said VIVIENNE DOUGLAS duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety 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, undertaking and obligations.

Signed: _____
Surety Officer

Title: ATTORNEY-IN-FACT

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

Subscribed and sworn to before me this 26TH day of FEBRUARY, 19 2001.

KATHLEEN K. FREUND NOTARY PUBLIC STATE OF COLORADO

Kathleen K Freund
Notary Public

Residing at: LITTLETON, COLORADO

My Commission Expires:

JANUARY 15, 19 2003

Kemper.

Home Office: Long Grove, IL 60049

POWER OF ATTORNEY

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, corporations organized and existing under the laws of the State of Ilinois, having their principal office in Long Grove, Illinois, (hereinafter collectively referred to as the "Company") do hereby appoint

Vivienne Douglas, Edward T. Healy, Lorraine Kehm and Kathleen K. Freund of Denver, Colorado (EACH)****

their true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending on the date specified below, unless sooner revoked for and on its behalf as surety, and as their act and deed:

Any and all bonds and undertakings **********

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF December 31, 2001

This Power of Attorney is executed by authority of resolutions adopted by the Executive Committees of the Boards of Directors of the Company on February 23, 1988 at Chicago, Illinois, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Boards of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this September 21, 2000.

Attested and Certified:

Lumbermens Mutual Casualty Company
American Motorists Insurance Company
American Manufacturers Mutual Insurance Company

Robert P. Hames

Lumbermens Mutual Casualty Company Long Grove

American Manufacturers Mut. Ins. Co. 1837 Illinois CORPORATE SEAL

American Motorists Insurance Company AN ILLINOIS CORPORATION Long Grove

J S Kemper III

Robert P. Hames, Secretary by J. S. Kemper, III, Exec.Vice President

STATE OF ILLINOIS
COUNTY OF LAKE SS

I, Irene Klewer, a Notary Public, do hereby certify that J. S. Kemper, III and Robert P. Hames personally known to me to be the same persons whose names are respectively as Exec. Vice President and Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, Corporations organized and existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seals and delivered the said instrument as the free and voluntary act of said corporations and as their own free and voluntary acts for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Irene Klewer
Notary Public, State of Illinois
My Commission Expires Jan. 28, 2002

My commission expires 1-28-02

Irene Klewer

Irene Klewer, Notary Public

CERTIFICATION

I, J.K. Conway, Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, do hereby certify that the attached Power of Attorney dated September 21, 2000 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. S. Kemper, III and Robert P. Hames, who executed the Power of Attorney as Executive Vice President and Secretary respectively were on the date of the execution of the attached Power of Attorney the duly elected Executive Vice President and Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company on this

FEBRUARY 26, 2001

Lumbermens Mutual Casualty Company Long Grove

American Manufacturers Mut. Ins. Co. 1887 CORPORATE SEAL Illinois

American Motorists Insurance Company AN ILLINOIS CORPORATION Long Grove

J. K. Conway, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

Kemper national insurance companies

SURETY BOND ENDORSEMENT

BOND NUMBER: [redacted] -M/001/027

To be attached to and form a part of THE MINED LAND RECLAMANTION ACT SURETY Bond, issued by the undersigned Company as Surety, on behalf of BASIN PERLITE COMPANY as Principal, and in favor of STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES as Obligee.

Effective 2/26/01, the Principal and the Surety hereby agree to amend the attached Bond as follows:

FROM: FORTY THOUSAND EIGHT HUNDRED AND 00/100 ($40,800.00)
10 ACRES

TO: ONE HUNDRED THIRTY THREE THOUSAND SIX HUNDRED AND 00/100 ($133,600.00)
25.16 ACRES

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached bond, and in no event cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions or other terms of this bond except as above stated.

Signed, sealed and dated JULY 31, 2001

Principal: BASIN PERLITE COMPANY

By: [signature] President
Title

Surety: AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

By: Kathleen K Freund
KATHLEEN K. FREUND Attorney-in-Fact

ACCEPTED:

Obligee: State of Utah DNR, Division of Oil, Gas, & Mining

By: [signature]
Title
Director, Division of Oil, Gas, & Mining

Endorsement No.: _____

FK 0613-4 (2-90)

KEMPER.

Home Office: Long Grove, IL 60049

POWER OF ATTORNEY

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, corporations organized and existing under the laws of the State of Ilinois, having their principal office in Long Grove, Illinois, (hereinafter collectively referred to as the "Company") do hereby appoint

Vivienne Douglas, Edward T. Healy, Lorraine Kehm and Kathleen K. Freund of Denver, Colorado (EACH)****

their true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending on the date specified below, unless sooner revoked for and on its behalf as surety, and as their act and deed:

Any and all bonds and undertakings **********

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF December 31, 2001

This Power of Attorney is executed by authority of resolutions adopted by the Executive Committees of the Boards of Directors of the Company on February 23, 1988 at Chicago, Illinois, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Boards of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this September 21, 2000.

Attested and Certified:

Lumbermens Mutual Casualty Company
American Motorists Insurance Company
American Manufacturers Mutual Insurance Company

Robert P. Hames

Lumbermens Mutual Casualty Company — Long Grove

American Manufacturers Mut. Ins. Co. 1887 — CORPORATE SEAL — Illinois

American Motorists Insurance Company — AN ILLINOIS CORPORATION — Long Grove

J. S. Kemper III

Robert P. Hames, Secretary

by

J. S. Kemper, III, Exec.Vice President

STATE OF ILLINOIS
COUNTY OF LAKE SS

I, Irene Klewer, a Notary Public, do hereby certify that J. S. Kemper, III and Robert P. Hames personally known to me to be the same persons whose names are respectively as Exec. Vice President and Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, Corporations organized and existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seals and delivered the said instrument as the free and voluntary act of said corporations and as their own free and voluntary acts for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Irene Klewer
Notary Public, State of Illinois
My Commission Expires Jan 28, 2002

My commission expires 1-28-02

Irene Klewer

Irene Klewer, Notary Public

CERTIFICATION

I, J.K. Conway, Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, do hereby certify that the attached Power of Attorney dated September 21, 2000 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. S. Kemper, III and Robert P. Hames, who executed the Power of Attorney as Executive Vice President and Secretary respectively were on the date of the execution of the attached Power of Attorney the duly elected Executive Vice President and Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company on this

JULY 31, 2001, _____.

Lumbermens Mutual Casualty Company — Long Grove — 1898 — Incorporated — Ill. — U.S.

American Manufacturers Mut. Ins. Co. — 1887 — Illinois — CORPORATE SEAL

American Motorists Insurance Company — AN ILLINOIS CORPORATION — Long Grove

J. K. Conway, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.