FORM MR-RC
Revised May 28, 1993
RECLAMATION CONTRACT

File Number M/045/030

Effective Date _____

This document was never finalized. Returned to operator 12-22-00

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

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DIV. OF OIL, GAS & 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/045/030
(Mineral Mined) Salt NACL

"MINE LOCATION":
(Name of Mine) Akzo Salt Inc.
(Description) Timpie Solar Ponds
Tooele County, Utah

"DISTURBED AREA":
(Disturbed Acres) 40 Acres
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) AKZO SALT INC.
(Address) 1428 James Palmer Road
Lake Point, Utah 84074

(Phone) ~~(801) 250-1151~~

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"OPERATOR'S REGISTERED AGENT":

(Name) CT Corporation System

(Address) 50 W. Braodway 8th Floor
Salt Lake City, Utah 84101

(Phone) (801) 364-1228

"OPERATOR'S OFFICER(S)": A.B.Graf-President
H.A. Burns- Exec. VP & COO
F.E. Crowley- Sr. VP & CFO
G.R. Thompson- Sr. VP & CAO
A.R. Peslak-Corp. Controller & Asst. Sec.

"SURETY":
(Form of Surety - Attachment B) Surety Bond

"SURETY COMPANY":
(Name, Policy or Acct. No.) Federal Insurance Company

"SURETY AMOUNT":
(Escalated Dollars) $109,500.00

"ESCALATION YEAR": 1997

"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 Akzo Salt Inc. the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/030 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" 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 Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board 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 Jan. 18, 1991, and the original Reclamation Plan dated Jan 18, 1991. 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 Board. 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 Board 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 Board. 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 (Board) 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 (Board) 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 Board to substitute surety. The Board, in its sole judgment and discretion, 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.

F. E. Crowley/A. R. Peslak
Authorized Officer (Typed or Printed)

Authorized Officer's Signature
Sr. Vice President & CFO

February 16, 1994
Date

Authorized Officer's Signature
Corp. Controller & Asst. Sec.

SO AGREED this _____ day of _____, 19_____ .

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY _____
Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By _____ _____

Lowell P. Braxton, Director Date

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 19 _____, personally appeared before me, who being duly sworn did say that he/she, the said _____ 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
Residing at:_____

_____
My Commission Expires:

OPERATOR:

Akzo Salt Inc.
Operator Name

By F. E. Crowley, Sr. VP & CFO
Corporate Officer - Position

February 16, 1994
Date

Signature

A. R. Peslak, Corp. Controller & Asst. Sec.
Corporate Officer - Position

Signature

STATE OF Pennsylvania)
) ss:
COUNTY OF Lackawanna)

On the 16 day of February, 19 94, personally appeared before me F. E. Crowley and A. R. Peslak who being by me duly sworn did say that he/she, the said F. E. Crowley and A. R. Peslak is the Sr. VP & CFO/Corp. Cont. & Asst. Se of Akzo Salt Inc. 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 F. E. Crowley and A. R. Peslak duly acknowledged to me that said company executed the same.

Dianne R. Ferraro
Notary Public RR1 Box 727
Residing at: Jermyn PA 18433

NOTARIAL SEAL
DIANNE R. FERRARO, Notary Public
Scranton, Lackawanna County
My Commission Expires March 4, 1995

My Commission Expires:

Revised May 28, 1993
Form MR-RC

SURETY:

FEDERAL INSURANCE COMPANY
Surety Company

By Rosalee M. Wilson, Attorney-in-fact
Company Officer - Position

March 4, 1994
Date

Rosalee M Wilson
Signature

STATE OF North Carolina)
) ss:
COUNTY OF Buncombe)

On the 4th day of March, 19 94, personally appeared before me Rosalee M. Wilson who being by me duly sworn did say that he/she, the said Agent is the Attorney-in-fact of Federal 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 Rosalee M. Wilson duly acknowledged to me that said company executed the same.

S. D. Hart
Notary Public Sharon D. Hart
Residing at: Po Box 3318, Asheville, NC 28802

MY COMMISSION EXPIRES 6-5-95
My Commission Expires:

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 Contract.

ATTACHMENT "A"

Akzo Salt Inc.
Operator

Timpie Solar Ponds
Mine Name

M/045/030
Permit Number

Tooele County, Utah

The legal description of lands to be disturbed is:

T. 1 S., R. 7 W., S.L.B. & M.

Section 8: NW¼, W½NE¼, except for a one acre parcel described as beginning at a point N.89°53' W. 1320 feet and S. 00° 03' E. 1461.3 feet from the Northeast corner of the section, thence S. 00°03' E. 220.8 feet, then N.84 07' W. 201.3 feet, then N. 00°03' W. 200 feet, then N. 89°57' e. 200 feet to the point of beginning, together with a right of way across Section 8 as described in Certificate No. 24099

ATTACHMENT B

MR FORM 5

April 8, 1993

Bond Number _____

Permit Number M/045/030

Mine Name Akzo Salt Inc.

This document never accepted. Returned to Cargill Salt 12-22-0

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

THE MINED LAND RECLAMATION ACT

MAR 2 2 1994

SURETY BOND

* *

The undersigned Akzo Salt Inc., as Principal, and Federal Insurance Company, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of One Hundred Nine Thousand Five Hundred &00/ dollars ($109,500.00****************).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on the 4th day of March, 19 94, that 40 acres of land will be disturbed by 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.

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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.

Bond Number [redacted]
Permit Number M/045/030
Mine Name AKzo Salt Inc.

This bond may be canceled by 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.

Date March 4, 1994

AKZO SALT INC.
Principal (Permittee)

By (Name typed): F. E. Crowley/ A. R. Peslak

Title: Sr. Vice PResident & CFO/Corp. Cont. & Asst. Sec.

Signature: F E Crowley

Signature: [illegible]

Date ~~January 19, 1994~~

FEDERAL INSURANCE COMPANY
Surety

By (Name typed): Rosalee M. Wilson

Title: Attorney-in-fact

Signature: Rosalee M Wilson

Bond Number _____
Permit Number M/045/030
Mine Name Akzo Salt Inc.

SO AGREED this 4th day of March, 19 94.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

_____
Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

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

Bond Number
Permit Number ~~M/045/030~~
Mine Name ~~Akzo Salt Inc.~~

AFFIDAVIT OF QUALIFICATION

Rosalee M. Wilson, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) Federal Insurance Company of said Surety, 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: Rosalee M. Wilson
Surety Officer Rosalee M. Wilson

Title: Attorney-in-fact

Subscribed and sworn to before me this 24th day of January, 1994.

S. D. Hart
Notary Public Sharon D. Hart
Residing at: P.O. Box 3318, Asheville, NC 28802

My Commission Expires:

MY COMMISSION EXPIRES 6-5-95
_____, 19____

POWER OF ATTORNEY
FEDERAL INSURANCE COMPANY
ATTN: SURETY DEPARTMENT
15 Mountain View Road, Warren, NJ 07059

Know all Men by these Presents, That the **FEDERAL INSURANCE COMPANY**, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint Rosalee M. Wilson, Alan L. Dobbins, Susan I. Stevenson and Mary M. Wright of Asheville, North Carolina ----------

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Bail Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds; Lease bonds, Workers' Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 20th day of August 19 93

Corporate Seal

FEDERAL INSURANCE COMPANY INDIANA

Richard D. O'Connor
Richard D. O'Connor
Assistant Secretary

FEDERAL INSURANCE COMPANY
By
James D. Dixon
James D. Dixon
Vice President

STATE OF NEW JERSEY
County of Somerset } ss.

On this 20th day of August 19 93, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with James D. Dixon and knows him to be the Vice President of said Company, and that the signature of said James D. Dixon subscribed to said Power of Attorney is in the genuine handwriting of said James D. Dixon and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

JANET A. SCAVONE NOTARY PUBLIC NEW JERSEY

Acknowledged and Sworn to before me
on the date above written.

Janet A. Scavone
JANET A. SCAVONE Notary Public
Notary Public, State of New Jersey
No. 2065520
Commission Expires October 2, 1994

CERTIFICATION

STATE OF NEW JERSEY
County of Somerset } ss.

I, the undersigned, Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 2, 1990 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 4th day of March, 19 94

Corporate Seal

FEDERAL INSURANCE COMPANY INDIANA

L Sawchak
Assistant Secretary

CHUBB GROUP OF INSURANCE COMPANIES
2200 ONE FIRST UNION CENTER
301 SOUTH COLLEGE STREET
CHARLOTTE, NC 28202-6027

CHUBB

M/045/030

RECEIVED
MAY - 8 1995
DIV. OF OIL, GAS & MINING

RIDER

TO BE ATTACHED TO AND FORM A PART OF FEDERAL INSURANCE COMPANY

BOND NUMBER [redacted] DATED 01/19/94

ON BEHALF OF AKZO SALT INC. AS PRINCIPAL

IN FAVOR OF STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING AS OBLIGEE

IN THE AMOUNT OF $109,500.00
DESCRIPTION
MINED LAND RECLAMATION BOND

Returned to Cargill Salt. 12-22-00

IT IS UNDERSTOOD AND AGREED THAT EFFECTIVE 01/01/95 THE ABOVE DESCRIBED BOND IS HEREBY AMENDED AS FOLLOWS:

THE NAME OF THE PRINCIPAL IS CHANGED FROM:

AKZO SALT INC.

TO

AKZO NOBEL SALT INC.

AND AKZO NOBEL SALT INC.

SHALL BE HELD AND FIRMLY BOUND AND HEREBY BINDS ITSELF, ITS SUCCESSORS AND ASSIGNS, AS PRINCIPAL, AND FEDERAL INSURANCE COMPANY HEREBY BINDS ITSELF, ITS SUCCESSORS AND ASSIGNS, AS SURETY, IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF SAID BOND AS SO AMENDED.

SIGNED AND SEALED THIS SEVENTH DAY OF APRIL ,1995

AKZO NOBEL SALT INC.

BY _____
A. R. Peslak - Vice President Finance

FEDERAL INSURANCE COMPANY

BY Linda Neph
Linda Neph, ATTORNEY-IN-FACT

PRODUCER NUMBER 27022

OBLIGEE

Form 15-10-0113 (Ed. 4-84)
FORM 15-02-0283

M-06396 (500M)

PRINTED IN USA

POWER OF ATTORNEY

FEDERAL INSURANCE COMPANY
ATTN: SURETY DEPARTMENT
15 Mountain View Road, Warren, NJ 07059
Telephone: (908) 903-2000
Fax No.: (908) 903-3656

Know all Men by these Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint Walter R. Trippe, Arthur L. Colley, Douglas D. Stalnaker, Linda Neph and Christa Stevens of Charlotte, North Carolina ----------

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations (other than Bail Bonds) given or executed in the course of its business, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 14th day of October 19 94

Corporate Seal
FEDERAL INSURANCE COMPANY INDIANA

Kenneth C. Wendel
Assistant Secretary

FEDERAL INSURANCE COMPANY
BY

Gerardo G. Mauriz
Vice President

STATE OF NEW JERSEY
County of Somerset } ss.

On this 14th day of October 1994, before me personally came Kenneth C. Wendel to me known and by me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with Gerardo G. Mauriz and knows him to be the Vice President of said Company, and that the signature of said Gerardo G. Mauriz subscribed to said Power of Attorney is in the genuine handwriting of said Gerardo G. Mauriz and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal
LINDA SAWCHAK NOTARY PUBLIC NEW JERSEY

Acknowledged and Sworn to before me
on the date above written.

Linda Sawchak
Notary Public

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE WRITE TO US AT THE ADDRESS LISTED ABOVE.

Form 15-10-0135 (Rev. 5-94) CONSENT

LINDA SAWCHAK
Notary Public, State of New Jersey
No. 2091352
Commission Expires July 29, 1996