ZIONS BANK

International Operations
550 South Hope Street, 3rd Floor
Los Angeles, California 90071
S.W.I.F.T: ZFNBUS55

L/C No.

RELEASED

Date: December 12, 2006

BENEFICIARY:
UTAH DIVISION OF OIL, GAS AND MINING
("DIVISION")
1594 WEST NORTH TEMPLE, SUITE 1210
P.O. BOX 145801
SALT LAKE CITY, UTAH 84114-5801

RE: Our Standby Letter of Credit No.
Issue date: APRIL 28, 2005
Current Amount: USD 91,000.00
Applicant: CABLE MOUNTAIN, LLC
Expiry date: APRIL 15, 2007

COPY

Dear Sir/Madam:

This is to inform you that we have elected not to renew the above-referenced Standby Letter of Credit for any additional periods. This credit will expire finally on April 15, 2007.

If you have any questions concerning this transaction, please call us at (800) 551-0110 Ext.2131, 2130 or (213) 593-2131, (213) 593-2130.

Best regards,

Authorized Signer

**Linda Shum**
**Vice President**

CC: Alan Noble (UT 0034 0034)

RECEIVED
DEC 13 2006
DIV. OF OIL, GAS & MINING

M1049011

**ZIONS BANK**
Established in 1873

International Operations
550 South Hope Street, 3rd Floor
Los Angeles, California 90071
S.W.I.F.T: ZFNBUS55

Standby Letter of Credit

L/C No.

RECEIVED
APR 2 9 2005
DIV. OF OIL, GAS & MINING

**IRREVOCABLE STANDBY LETTER OF CREDIT NO. ZSB801382**

Date: April 28, 2005

UTAH DIVISION OF OIL, GAS AND MINING
("DIVISION")
1594 WEST NORTH TEMPLE, SUITE 1210
P.O. BOX 145801
SALT LAKE CITY, UTAH 84114-5801

COPY

Dear Sir/Madam:

At the request of CABLE MOUNTAIN, LLC ("Operator"), 1455 NORTH WEST LAKE ROAD, LEHI, UTAH 84043, we, ZIONS FIRST NATIONAL BANK ("Bank") hereby establish our Irrevocable Standby Letter of Credit (the "Letter of Credit") in your favor up to an aggregate amount of Ninety One Thousand United States Dollars (USD91,000.00). This credit is available for payment against presentation of your draft(s) at Sight drawn on Zions First National Bank, bearing the clause: "Drawn under credit No. of ZIONS FIRST NATIONAL BANK".

1. This Letter of Credit will expire upon the first event set forth as follows: (a) 5:00 o'clock p.m.. (Los Angeles time) on April 15, 2006, or (b) the date upon which sufficient documents are executed by the Division to release Cable Mountain, LLC ("Operator") from further liability for reclamation of the Rockwell Construction Products, No. M/049/011 with notice to Bank by the Division accompanied by the original Letter of Credit with directions for cancellation.

2. This Letter of Credit will be automatically extended for successive periods of one year from the current or any future expiration date unless the Bank gives notice to the Division 90 days prior to the expiration date that the Bank elects not to renew the Letter of Credit.

3. Funds under the Letter of Credit are available against the Division's sight draft, in the form of Exhibit A, specifying Letter of Credit No. ZSB801382 delivered to the office of the Bank, Attn: International Operations 184-K11, One South Main Street, Salt Lake City, Utah 84111. At the Division's sole election, the Division may present sight drafts for less than the Face Amount so long as the aggregate amount of all sight drafts does not exceed the Face Amount. Each draft must be accompanied by a certificate in the form of Exhibit B, signed by a duly authorized representative of the Division.

4. If the Bank receives the Division's sight draft(s) and certificate(s) as provided in Paragraph No. 3 above on or before the expiration or termination of this Letter of Credit, the Bank will make such amount as the Division may specify, within the limits of the second sentence of Paragraph No. 3 of this Letter of Credit, available to the Division no later than the close of business, Los Angeles time, on the second business day following the Bank's receipt of the sight draft and certificate and in such a manner as the Division may specify.

5. The Bank will give prompt notice to the Operator and to the Division Director of any notice received or action filed alleging the insolvency or bankruptcy of the Bank, or alleging any violations of regulatory requirements which could result in suspension or revocation of the Bank's charter or license to do business.

6. The Letter of Cr[illegible]e governed by the laws of the State of U[illegible]hall be subject to the Uniform Customs and Practice of Documentary Credit, 1993 revision, International Chamber of Commerce Publication No. 500, as the same may be amended and in effect from time to time ("UCP"). In the event of a conflict between Utah law and the UCP, Utah law shall govern.

7. All communications regarding this Letter of Credit will be addressed to ZIONS FIRST NATIONAL BANK, International Operations 184-K11, One South Main Street, Salt Lake City, Utah 84111.

Sincerely,

Authorized Signature

Emma Montoro
Assistant Vice-President

COPY

# EXHIBIT A – SIGHT DRAFT

**To**
**Letter of Credit Number** _____

_____
Date

_____
Letter of Credit No.

_____
City, County

_____
_

PAY TO THE ORDER OF: **Utah Division of Oil, Gas and Mining**

COPY

_____ DOLLARS

TO: ZIONS FIRST NATIONAL BANK
International Operations 184-K11,
One South Main Street,
Salt Lake City, Utah 84111

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

By: _____
Authorized Signature

# EXHIBIT A – SIGHT DRAFT

**To**
**Letter of Credit Number** _____

_____
Date

_____
Letter of Credit No.

_____
City, County

_____
_

COPY

PAY TO THE ORDER OF: **Utah Division of Oil, Gas and Mining**

_____ DOLLARS

TO: ZIONS FIRST NATIONAL BANK
International Operations
550 South Hope Street, 3rd Floor
Los Angeles, California 90071

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

By: _____
Authorized Signature

# EXHIBIT B

**To**
**Letter of Credit Number ZSB801382**

I, _____ a duly authorized representative of the Utah Division of Oil, Gas and Mining, hereby certify that (1) the drawing in the amount of $ _____, by sight draft accompanying this certificate, under Letter of Credit No. _____ dated _____ issued by you is permitted under the provision of the Letter of Credit, (2) the Letter of Credit has neither expired nor terminated pursuant to its terms, (3) the amount of the sight draft, together with any amounts previously drawn under the Letter of Credit, does not exceed the Face Amount, and (4) the Utah Board of Oil, Gas and Mining, after notice and hearing, has entered an Order which has not been stayed, ordering forfeiture of the Letter of Credit No. ZSB801382, in accordance with applicable law. Proceeds of this drawing will be utilized in full to pay the expenses relating to the reclamation liability, together with the costs of collection, including attorney's fees, for the Rockwell Construction Products, No. M/049/011.

COPY

The Utah Division of Oil, Gas and Mining

By: _____
Authorized Signature

Date: _____