

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 3

AMENDED REPORT
(highlight changes)

APPLICATION FOR PERMIT TO DRILL		8. MINERAL LEASE NO: ML-1258	6. SURFACE: Fee
1A. TYPE OF WORK: DRILL <input checked="" type="checkbox"/> REENTER <input type="checkbox"/> DEEPEN <input type="checkbox"/>		7. IF INDIAN, ALLOTTEE OR TRIBE NAME:	
8. TYPE OF WELL: OIL <input type="checkbox"/> GAS <input checked="" type="checkbox"/> OTHER _____ SINGLE ZONE <input checked="" type="checkbox"/> MULTIPLE ZONE <input type="checkbox"/>		8. UNIT or CA AGREEMENT NAME: Clear Creek Unit	
2. NAME OF OPERATOR: Marion Energy Inc.		9. WELL NAME and NUMBER: Jacob 5-5	
3. ADDRESS OF OPERATOR: 119 S. Tennessee #200 CITY Mckinney STATE TX ZIP 75069		10. FIELD AND POOL, OR WILDCAT: Wildcat	
4. LOCATION OF WELL (FOOTAGES) AT SURFACE: 758.73' FSL, 2569.35' FEL, / SE/4 of Section 5 14S-7E AT PROPOSED PRODUCING ZONE: 2430' FNL, 700' FWL, / NW/4 of Section 5 14S-7E (SWNW)		11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SWSE 5 14S 7E	
14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE: 1.25 miles SW of Clear Creek Utah		12. COUNTY: Carbon	13. STATE: UTAH
18. DISTANCE TO NEAREST PROPERTY OR LEASE LINE (FEET) Surface 782ft Bottom Hole 195ft	16. NUMBER OF ACRES IN LEASE: 120	17. NUMBER OF ACRES ASSIGNED TO THIS WELL: 40	
18. DISTANCE TO NEAREST WELL (DRILLING, COMPLETED, OR APPLIED FOR) ON THIS LEASE (FEET) Surface 20ft Bottom Hole 3682 ft	19. PROPOSED DEPTH: 5,110	20. BOND DESCRIPTION: See attached - Bond Document	
21. ELEVATIONS (SHOW WHETHER DP, RT, GR, ETC.): 8759.8 GR	22. APPROXIMATE DATE WORK WILL START: 4/1/2006	23. ESTIMATED DURATION: 30 days	

24. **PROPOSED CASING AND CEMENTING PROGRAM**

SIZE OF HOLE	CASING SIZE, GRADE, AND WEIGHT PER FOOT	SETTING DEPTH	CEMENT TYPE, QUANTITY, YIELD, AND SLURRY WEIGHT		
17 1/2"	13 3/8" J-55 61#	500	Premium Plus III	620 sk	1.41 cuft/sk 14.2 ppg
12 1/4"	8 5/8" J-55 36#	2,150	Lead: Prem. Lite	200 sk	3.82 cuft/sk 11 ppg
			Tail: 50/50 Poz	79 sk	1.41 cuft/sk 14.2 ppg
7 7/8"	5 1/2" J-55 17#	5,110	Lead: Prem Lite	437 sk	3.82 cuft/sk 11 ppg
			Tail: 50/50 Poz	275 sk	1.41 cuft/sk 14.2 ppg

25. **ATTACHMENTS**

VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES:

<input checked="" type="checkbox"/> WELL PLAN OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER	<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN
<input type="checkbox"/> EVIDENCE OF DIVISION OF WATER RIGHTS APPROVAL FOR USE OF WATER	<input type="checkbox"/> FORM 5, IF OPERATOR IS PERSON OR COMPANY OTHER THAN THE LEASE OWNER

NAME (PLEASE PRINT) Benjamin Evans TITLE Landman
SIGNATURE *BE* DATE 6/28/2006

(This space for State use only)

API NUMBER ASSIGNED: 43-007-31190

APPROVAL:

(11/2001)

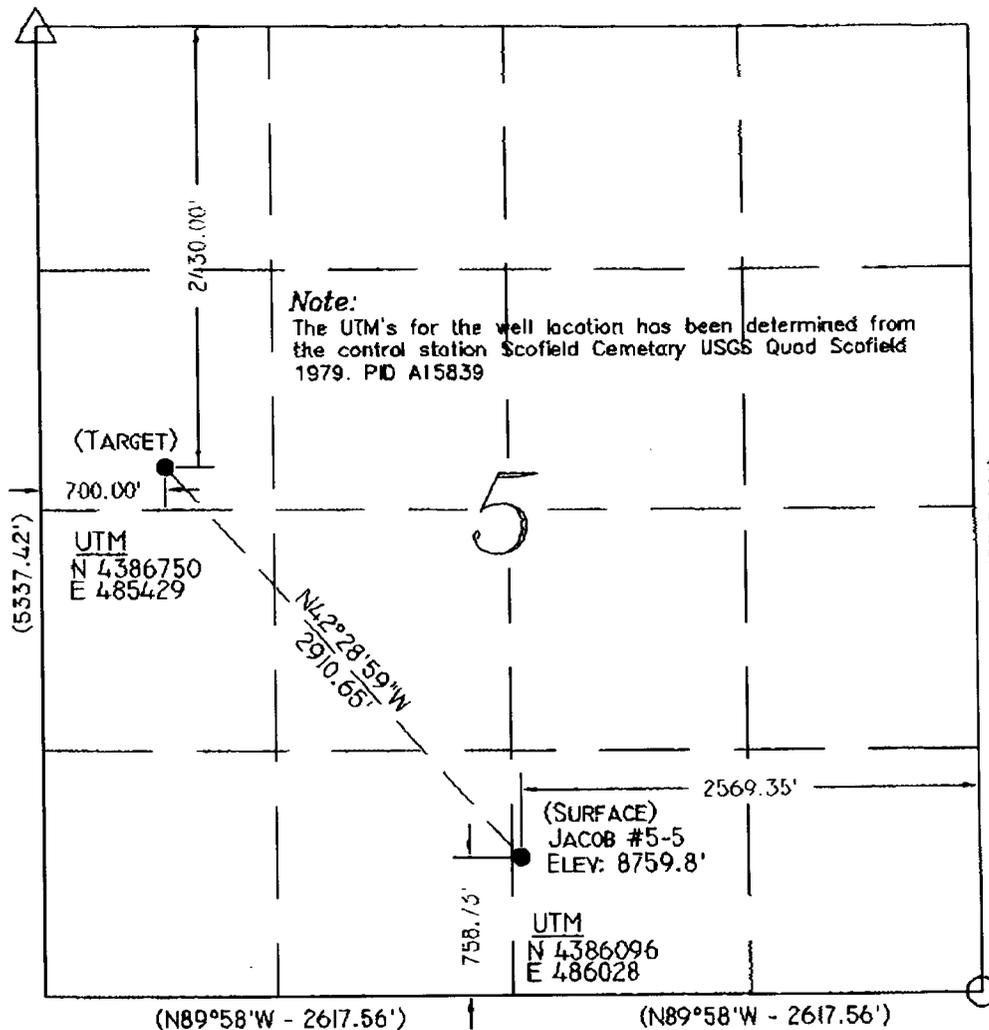
Approved by the
(See Instructions on Reverse Side)
Utah Division of
Oil, Gas and Mining
Date: 06-29-06
By: *[Signature]*

RECEIVED
JUN 28 2006
DIV. OF OIL, GAS & MINING

Township 14 South

Note:
A more definite location to be located when weather permits.

Range 7 East



Note:
The UTM's for the well location has been determined from the control station Scofield Cemetary USGS Quad Scofield 1979. PID A15839

UTM
N 4386750
E 485429

N12°28'59\"/>2910.65'

(SURFACE)
JACOB #5-5
ELEV: 8759.8'

UTM
N 4386096
E 486028

(N89°58'W - 2617.56')

(N89°58'W - 2617.56')

Legend

- Drill Hole Location
- Metal Cap (Found)
- Brass Cap (Searched for, but not found)
- Calculated Corner
- GLO

GPS Measured

NOTES:

1. UTM and Latitude / Longitude Coordinates are derived using a GPS Pathfinder and are shown in NAD 27 Datum.

SURFACE	
LAT / LONG	
39°37'35.04\"/>N	111°09'46.065\"/>W

TARGET	
LAT / LONG	
39°41'24.946\"/>N	111°09'55.757\"/>W

Location:

The well location was determined using a Trimble 5700 GPS survey grade unit.

Basis of Bearing:

The Basis of Bearing is GPS Measured.

GLO Bearing:

The Bearings indicated are per the recorded plat obtained from the U.S. Land Office.

Basis of Elevation:

Basis of Elevation of 7740' being a NGS Triangulation Point - Scofield Cemetary Carbon County, Utah in Section 32, Township 12 South, Range 7 East, Salt Lake Base and Meridian, as shown on the USGS Quad Scofield (1979).

Description of Location:

Surface Location

Proposed Drill Hole located in the SW/4 SE/4 of Section 5, T14S, R7E, S.L.B.&M., being 758.73' North and 2569.35' West from the Southeast Section Corner of Section 5, T14S, R7E, Salt Lake Base & Meridian.

Target Location

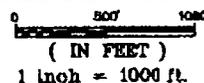
Proposed Target located in the SW/4 NW/4 of Section 5, T14S, R7E, S.L.B.&M., being 2430.00' South and 700.00' East from the Northwest Section Corner of Section 5, T14S, R7E, Salt Lake Base & Meridian.

Surveyor's Certificate:

I, Albert J. Spensko, a Registered Professional Land Surveyor, holding Certificate 146652 State of Utah, do hereby certify that the information on this drawing is a true and accurate survey based on data of record and was conducted under my personal direction and supervision as shown hereon.



GRAPHIC SCALE



RECEIVED

JUN 28 2006

DIV. OF OIL, GAS & MININ



TALON RESOURCES, INC.

195 North 110 West P.O. Box 1236
Huntington, Utah 84508
Phone (435)687-3310 Fax (435)687-3311
E-Mail talon@trvnet.com

Marion Energy Inc.

Jacob #5-5
Section 5, T14S, R7E, S.L.B.&M.
Carbon County, Utah

Drawn By: N. BUTKOWICH	Checked By: L.W.J./A.J.S.
Drawing No. A-1	Date: 5/4/06
	Scale: 1" = 1000'
Sheet 1 of 4	Job No. 2154-4A



June 28, 2006

Diana Whitney
State of Utah
Division of Oil, Gas and Mining
P.O. Box 145801
Salt Lake City, UT 84114-5801

Re: Directional Drilling R649-3-11

Jacob #5-5: 758.73' FSL 2569.35' FEL / SE/4 of Section 5 14S-7E (Surface)
2430 ft FNL, 700ft FWL / NW S5 14S-7E (bottom hole)
Carbon County, UT.

Dear Ms. Whitney

Pursuant to the filing of Marion Energy Inc.'s Application for Permit to Drill the above referenced well on January 5th 2006, we are hereby submitting this letter in accordance with Oil and Gas Conservation Rule R649-3-11 pertaining to the exception to location and Siting of wells.

- The Jacob #5-5 well is located within the Clear Creek Federal Unit Area.
- Marion Energy Inc. is permitting this well as a directional well in order to maximize drainage of the reservoir in a topographically challenging area.
- The concept of drilling Multiple directional wells from a single pad site will allow Marion Energy Inc. to minimize surface disturbance that would be otherwise cause by two or more separate pad sites.
- Marion Energy Inc. hereby certifies that it is the sole working interest owner within 460 feet of the entire directional well bore.

Therefore, based upon the above information Marion Energy Inc. requests the permit be granted pursuant to R649-3-11.

Sincerely,

Benjamin Evans
Landman
Marion Energy Inc.

RECEIVED

JUN 28 2006

DIV. OF OIL, GAS & MINING

119 South Tennessee, Suite 200, McKinney, Texas, 75069
Telephone: (972) 540-2967, Fax: (972) 547-0442



Fax

To: Diana Whitney	From: Ben Evans
Fax: (801) 359-3940	Pages: 4 including cover
Phone:	Date: 6/28/06
Re: Jacob #5-5	CC:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

If you require any further information, please do not hesitate to contact me at (972) 540-2967 ext 3004 or email bevans@marionenergy.com

Thanks

Ben

119 South Tennessee, Suite 200, McKinney, TX, 75069
 Telephone: (972) 540-2987
 Fax: (972) 547-0442

RECEIVED
JUN 28 2006

DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 3

AMENDED REPORT
(highlight changes)

M L 1258

APPLICATION FOR PERMIT TO DRILL		5. MINERAL LEASE NO. UT-2570-0019	6. SURFACE: Fee
1A. TYPE OF WORK: DRILL <input checked="" type="checkbox"/> REENTER <input type="checkbox"/> DEEPEN <input type="checkbox"/>		7. IF INDIAN, ALLOTTEE OR TRIBE NAME:	
B. TYPE OF WELL: OIL <input type="checkbox"/> GAS <input checked="" type="checkbox"/> OTHER _____ SINGLE ZONE <input checked="" type="checkbox"/> MULTIPLE ZONE <input type="checkbox"/>		8. UNIT or CA AGREEMENT NAME: Clear Creek Unit	
2. NAME OF OPERATOR: Marion Energy Inc.		9. WELL NAME and NUMBER: Jacob 5-5	
3. ADDRESS OF OPERATOR: 119 S. Tennessee #200 CITY Mckinney STATE TX ZIP 75069		PHONE NUMBER: (972) 540-2967	10. FIELD AND POOL, OR WLDCAT: Wildcat
4. LOCATION OF WELL (FOOTAGES) AT SURFACE: 2569.35' FWL, 758.73' FSL / SE/4 of Section 5 14S-7E AT PROPOSED PRODUCING ZONE: 700' FWL, 2430' FNL / NW/4 of Section 5 14S-7E (SWNW)		11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SWSE 5 14S 7E	
14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE: 1.25 miles SW of Clear Creek Utah		12. COUNTY: Carbon	13. STATE: UTAH
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PROPOSED CASING AND CEMENTING PROGRAM

SIZE OF HOLE	CASING SIZE, GRADE, AND WEIGHT PER FOOT	SETTING DEPTH	CEMENT TYPE, QUANTITY, YIELD, AND SLURRY WEIGHT		
17 1/2"	13 3/8" J-55 61#	500	Premium Plus III	620 sk 1.41cuft/sk	14.2 ppg
12 1/4"	8 5/8" J-55 36#	2,150	Lead: Prem. Lite	200 sk 3.82 cuft/sk	11ppg
			Tail: 50/50 Poz	79 sk 1.41 cuft/sk	14.2 ppg
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			Tail: 50/50 Poz	275 sk 1.41 cuft/sk	14.2 ppg

ATTACHMENTS

VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES

- | | |
|--|--|
| <input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER | <input checked="" type="checkbox"/> COMPLETE DRILLING PLAN |
| <input type="checkbox"/> EVIDENCE OF DIVISION OF WATER RIGHTS APPROVAL FOR USE OF WATER | <input type="checkbox"/> FORM 5, IF OPERATOR IS PERSON OR COMPANY OTHER THAN THE LEASE OWNER |

NAME (PLEASE PRINT) Benjamin Evans TITLE Landman
SIGNATURE *B Evans* DATE 6/13/2006

(This space for State use only)

API NUMBER ASSIGNED: 43007-31190

APPROVAL:

RECEIVED
JUN 14 2006



June 13, 2006

Utah Division of Oil Gas and Mining
ATTN: Diana Whitney
1594 West North Temple, Suite 1210
Salt Lake City, Utah
84116

RE: Jacob #5-5 and Jacob #4-8
Marion Energy Inc. Amended Footages and Surveys
Clear Creek Unit 13S-7E and 14S-7E, Carbon and Emery Counties, Utah

Dear Ms. Whitney

Please find enclosed two copies of each of the above referenced well APD form 3's and surveys that reference new surface location footages for the above referenced wells that are to be drilled at our Clear Creek Unit located in 13S-7E and 14S-7E, Carbon and Emery Counties, Utah.

Mr. Mark Jones had requested this amendment for the two wells after the pre-site inspection that took place on June 13th 2006

If you require any further information, please do not hesitate to contact me at (972) 540-2967 ext. 3004 or email bevans@marionenergy.com

Sincerely,

A handwritten signature in black ink, appearing to read "B Evans". The signature is fluid and cursive, with the first letter "B" being particularly large and stylized.

Benjamin Evans
Landman
Marion Energy Inc.

119 South Tennessee, Suite 200, McKinney, Texas, 75069
Telephone: (972) 540-2967, Fax: (972) 547-0442

RECEIVED

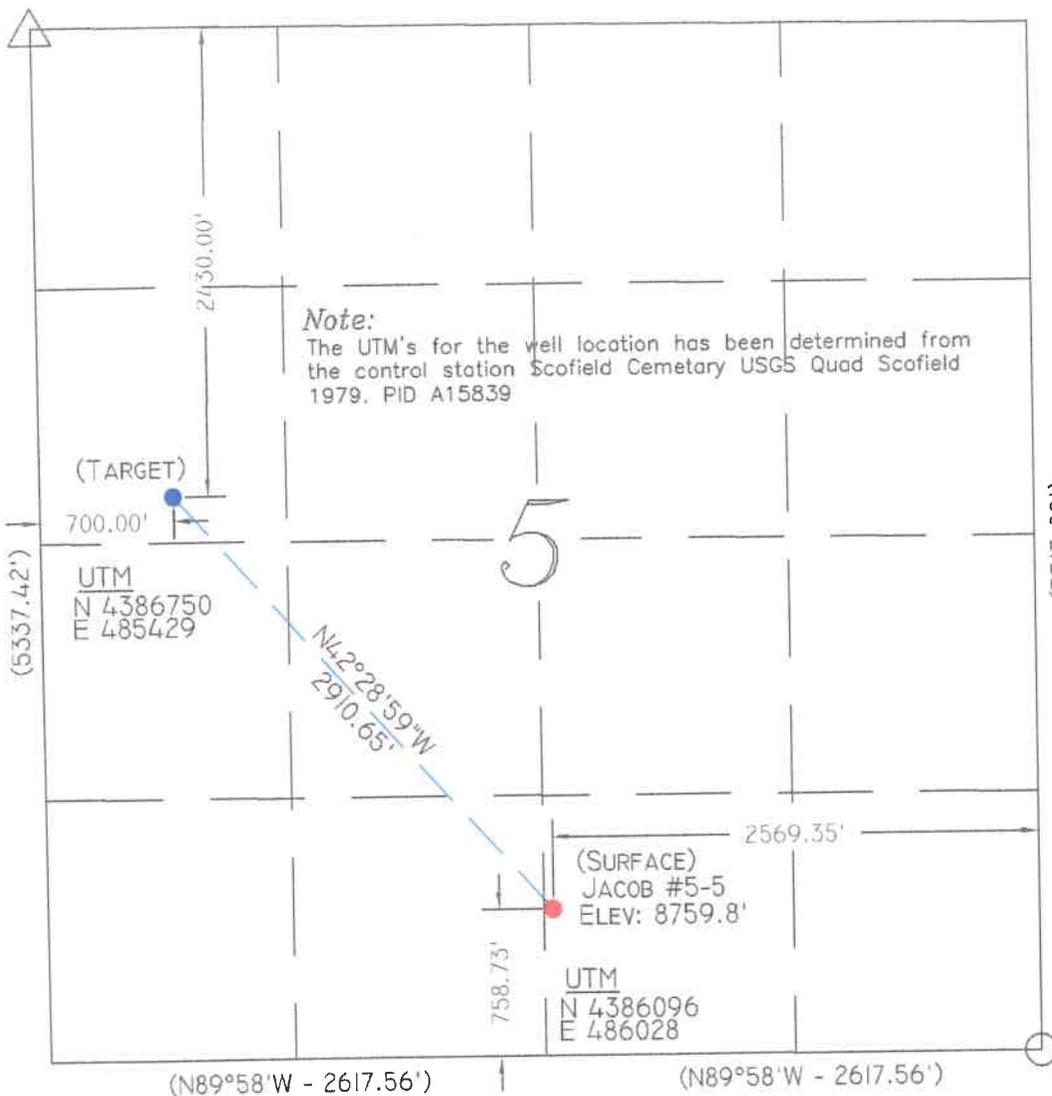
JUN 14 2006

DIV. OF OIL, GAS & MINING

Note:
A more definite location to be located when weather permits.

Range 7 East

Township 14 South



Note:
The UTM's for the well location has been determined from the control station Scofield Cemetary USGS Quad Scofield 1979. PID A15839

Location:
The well location was determined using a Trimble 5700 GPS survey grade unit.

Basis of Bearing:
The Basis of Bearing is GPS Measured.

GLO Bearing:
The Bearings indicated are per the recorded plat obtained from the U.S. Land Office.

Basis of Elevation:
Basis of Elevation of 7740' being a NGS Triangulation Point - Scofield Cemetary Carbon County, Utah in Section 32, Township 12 South, Range 7 East, Salt Lake Base and Meridian, as shown on the USGS Quad Scofield (1979).

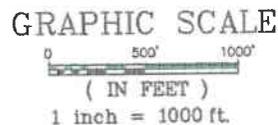
Description of Location:

Surface Location
Proposed Drill Hole located in the SW/4 SE/4 of Section 5, T14S, R7E, S.L.B.&M., being 758.73' North and 2569.35' West from the Southeast Section Corner of Section 5, T14S, R7E, Salt Lake Base & Meridian.

Target Location
Proposed Target located in the SW/4 NW/4 of Section 5, T14S, R7E, S.L.B.&M., being 2430.00' South and 700.00' East from the Northwest Section Corner of Section 5, T14S, R7E, Salt Lake Base & Meridian.

Surveyor's Certificate:

I, Albert J. Spensko, a Registered Professional Land Surveyor, holding Certificate 146652 State of Utah, do hereby certify that the information on this drawing is a true and accurate survey based on data of record and was conducted under my personal direction and supervision as shown hereon.



Legend

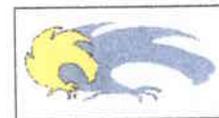
- Drill Hole Location
- Metal Cap (Found)
- Brass Cap (Searched for, but not found)
- Calculated Corner
- () GLO
- GPS Measured

NOTES:

1. UTM and Latitude / Longitude Coordinates are derived using a GPS Pathfinder and are shown in NAD 27 Datum.

SURFACE
LAT / LONG
39°37'35.041"N
111°09'46.065"W

TARGET
LAT / LONG
39°41'24.946"N
111°09'55.757"W



TALON RESOURCES, INC.

195 North 100 West P.O. Box 1230
Huntington, Utah 84528
Phone (435)687-5310 Fax (435)687-5311
E-Mail talonsetv.net



Jacob #5-5
Section 5, T14S, R7E, S.L.B.&M.
Carbon County, Utah

Drawn By: N. BUTKOVICH	Checked By: L.W.J./A.J.S.
Drawing No. A-1	Date: 5/4/06
	Scale: 1" = 1000'
Sheet 1 of 4	Job No. 2154-4A



Marion Energy Inc.

June 23, 2006

Diana Whitney
State of Utah
Division of Oil, Gas and Mining
P.O. Box 145801
Salt Lake City, UT 84114-5801

Re: Directional Drilling R649-3-11

Jacob #5-5: 2569.35' FEL, 758.73' FSL / SE/4 of Section 5 14S-7E (Surface)
2430 ft FNL, 700ft FWL / NW S5 14S-7E (bottom hole)
Carbon County, UT.

Dear Ms. Whitney

Pursuant to the filing of Marion Energy Inc.'s Application for Permit to Drill the above referenced well on January 5th 2006, we are hereby submitting this letter in accordance with Oil and Gas Conservation Rule R649-3-11 pertaining to the exception to location and Siting of wells.

- The Jacob #5-5 well is located within the Clear Creek Federal Unit Area.
- Marion Energy Inc. is permitting this well as a directional well in order to maximize drainage of the reservoir in a topographically challenging area.
- The concept of drilling Multiple directional wells from a single pad site will allow Marion Energy Inc. to minimize surface disturbance that would be otherwise cause by two or more separate pad sites.
- Marion Energy Inc. hereby certifies that it is the sole working interest owner within 460 feet of the entire directional well bore.

Therefore, based upon the above information Marion Energy Inc. requests the permit be granted pursuant to R649-3-11.

Sincerely,



Benjamin Evans
Landman
Marion Energy Inc.

RECEIVED
JUN 23 2006

DIV. OF OIL, GAS & MINING

119 South Tennessee, Suite 200, McKinney, Texas, 75069
Telephone: (972) 540-2967, Fax: (972) 547-0442

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
P.O. Box 45155
Salt Lake City, Utah 84145-0155

IN REPLY REFER TO:
3160
(UT-922)

June 26, 2006

Memorandum

To: Assistant Field Office Manager Resources,
Moab Field Office

From: Michael Coulthard, Petroleum Engineer

Subject: 2006 Plan of Development Clear Creek Unit Carbon County,
Utah.

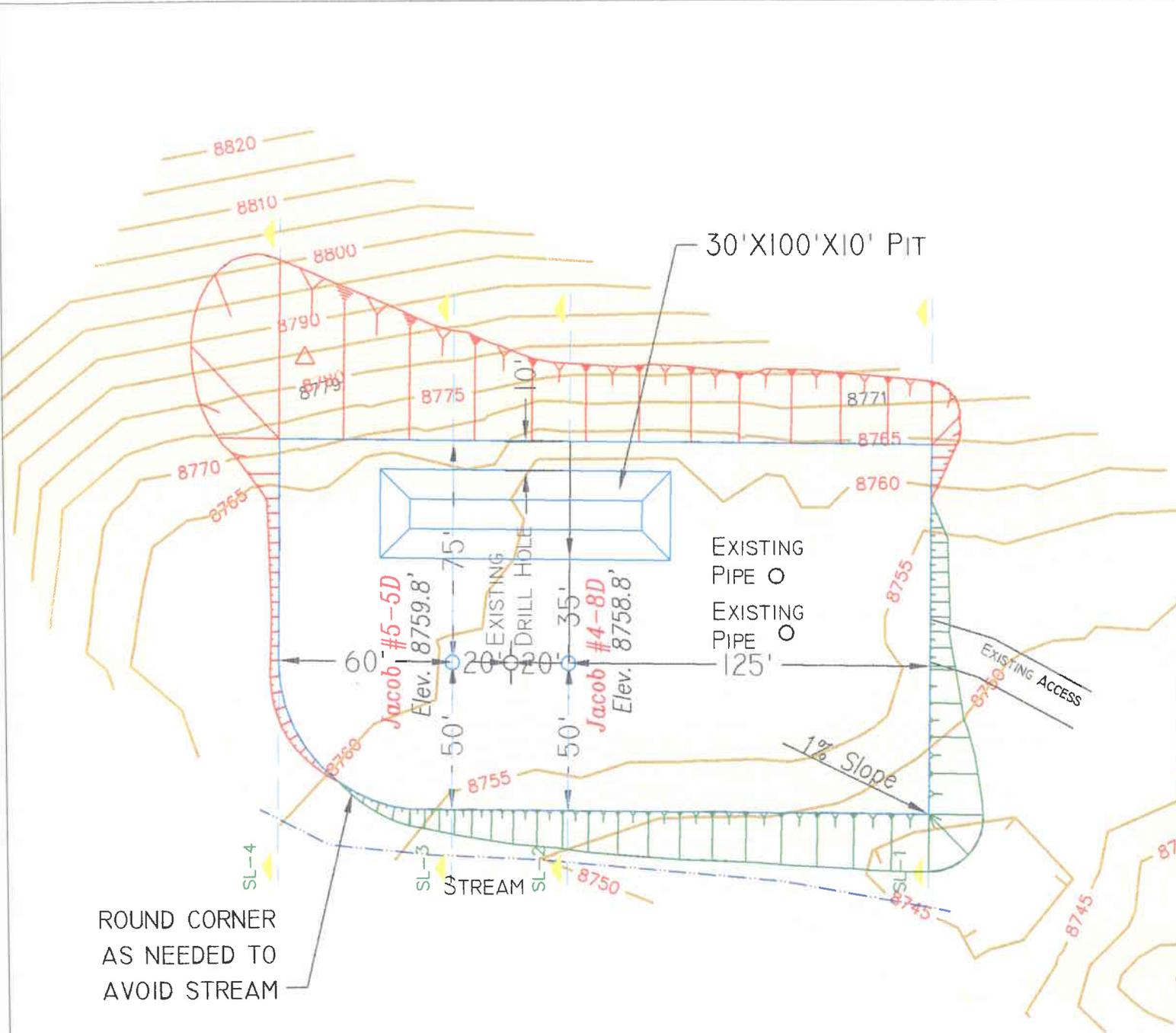
Pursuant to email between Diana Whitney, Division of Oil, Gas and Mining, and Mickey Coulthard, Utah State Office, Bureau of Land Management, the surface location for the following wells has changed; see our May 24, 2006 memo.

API#	WELL NAME	LOCATION
43-007-31191	Jacob 4-8 Sec 5 T14S R07E 0758 FSL 2529 FEL BHL Sec 8 T14S R07E 0825 FNL 0290 FWL	
43-007-31190	Jacob 5-5 Sec 5 T14S R07E 0758 FSL 2569 FEL BHL Sec 5 T14S R07E 2430 FNL 0700 FWL	

This office has no objection to permitting the wells at this time.

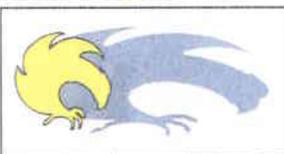
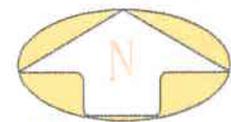
/s/ Michael L. Coulthard

bcc: File – Clear Creek Unit
Division of Oil Gas and Mining
Central Files
Agr. Sec. Chron
Fluid Chron



ROUND CORNER
AS NEEDED TO
AVOID STREAM

NOTE:
A MORE DEFINITE LAYOUT TO BE
COMPLETED WHEN WEATHER PERMITS.

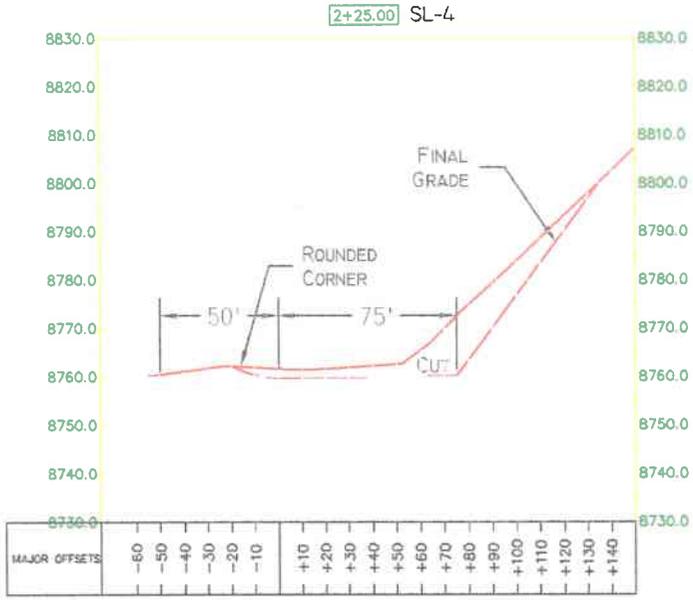
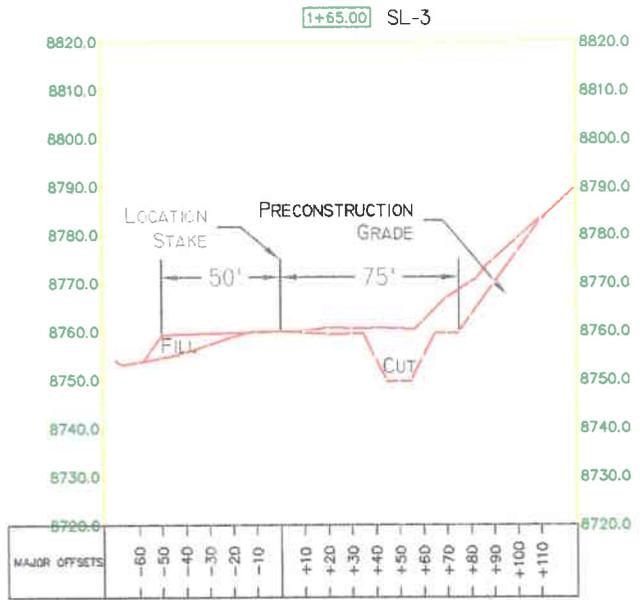


TALON RESOURCES, INC.
195 North 100 West P.O. Box 1230
Huntington, Utah 84528
Phone (435)687-5310 Fax (435)687-5311
E-Mail talonsetv.net



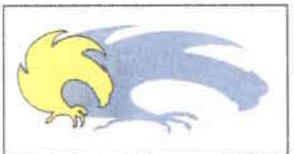
LOCATION LAYOUT
Section 5, T14S, R7E, S.L.B.&M.
JACOB #5-5

Drawn By: N. BUTKOVICH	Checked By: L.W.J.
Drawing No. A-2	Date: 5/5/06
	Scale: 1" = 50'
Sheet 2 of 4	Job No. 2154-4A



1" = 10'
X-Section Scale
1" = 20'

SLOPE = 1 1/2 : 1
(EXCEPT PIT)
PIT SLOPE = 1 : 1



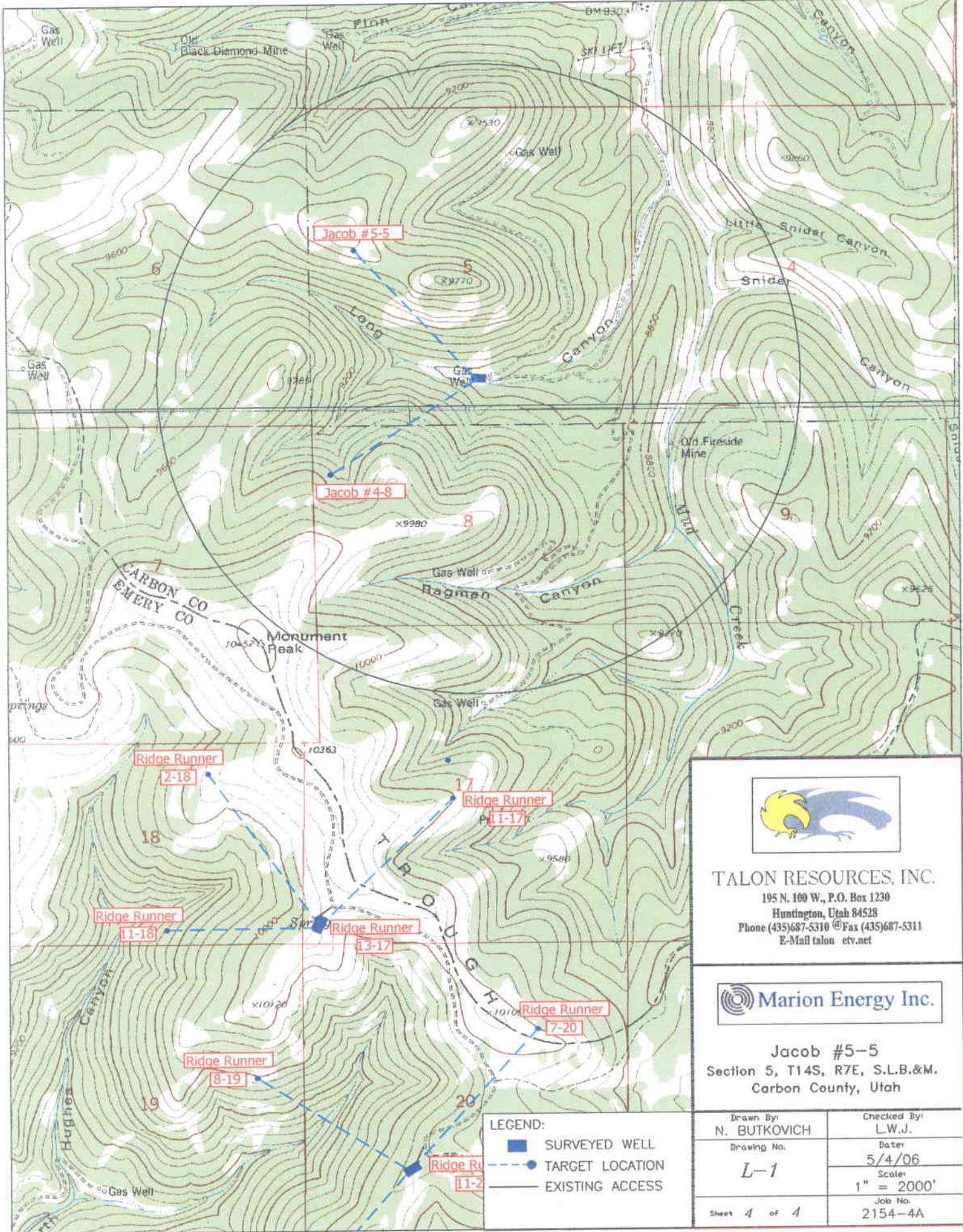
TALON RESOURCES, INC.
195 North 100 West P.O. Box 1230
Huntington, Utah 84528
Phone (435)687-5310 Fax (435)687-5311
E-Mail talonnetv.net



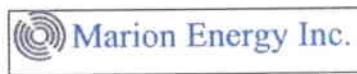
LOCATION LAYOUT
Section 5, T14S, R7E, S.L.B.&M.
JACOB #5-5

Drawn By: N. BUTKOVICH	Checked By: L.W.J.
Drawing No. C-1	Date: 5/5/06
	Scale: 1" = 60'
Sheet 3 of 4	Job No. 2154-4A

APPROXIMATE YARDAGES
(6") TOPSOIL STRIPPING = 520 CU. YDS.
TOTAL CUT (INCLUDING PIT) = 2,650 CU. YDS.
TOTAL FILL = 1,785 CU. YDS.



TALON RESOURCES, INC.
 195 N. 100 W., P.O. Box 1230
 Huntington, Utah 84528
 Phone (435)687-5310 @ Fax (435)687-5311
 E-Mail talon etv.net

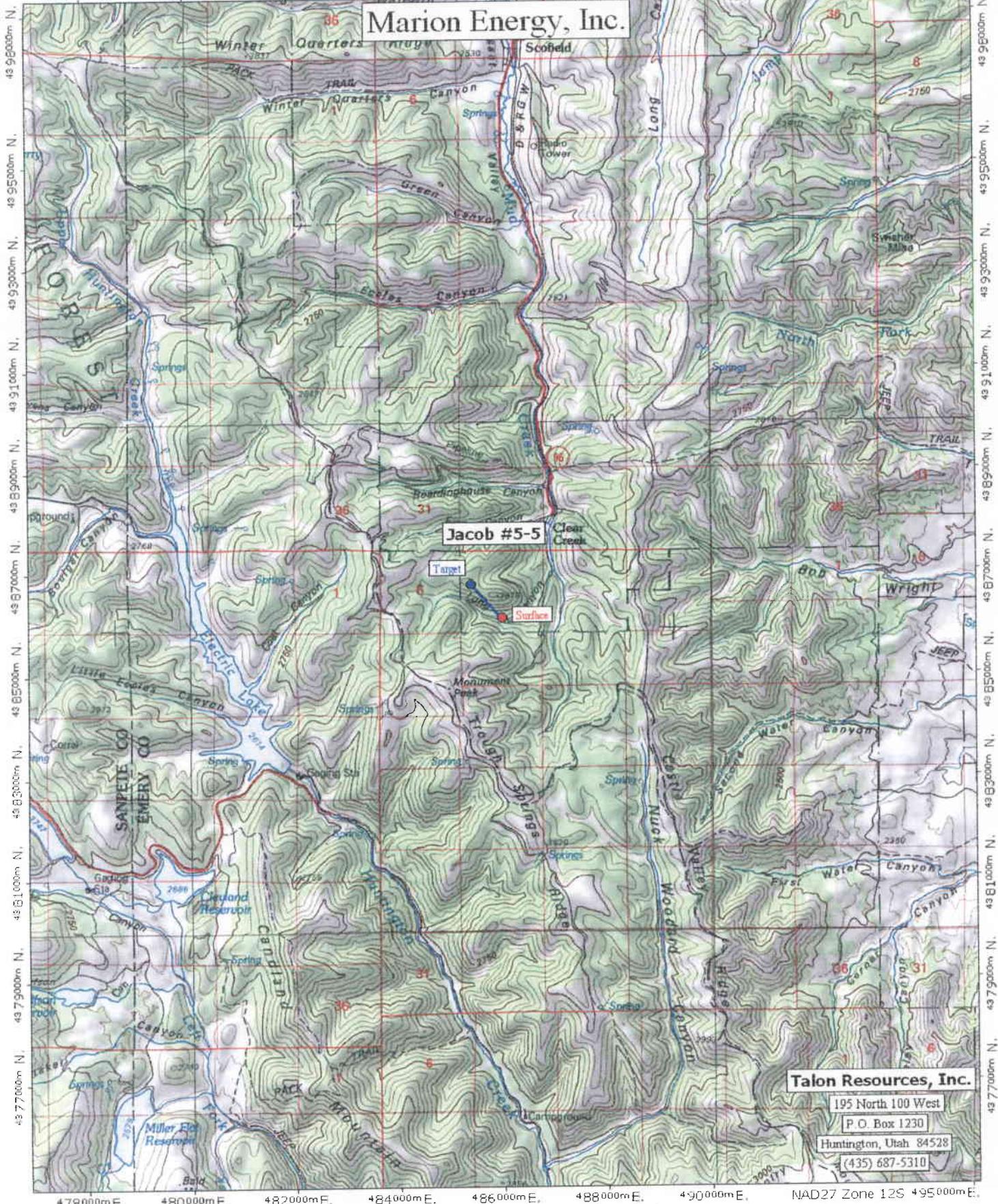


Jacob #5-5
 Section 5, T14S, R7E, S.L.B.&M.
 Carbon County, Utah

LEGEND:
 ■ SURVEYED WELL
 ● TARGET LOCATION
 — EXISTING ACCESS

Drawn By: N. BUTKOVICH	Checked By: L.W.J.
Drawing No. L-1	Date: 5/4/06
	Scale: 1" = 2000'
Sheet 4 of 4	Job No. 2154-4A

478000mE. 480000mE. 482000mE. 484000mE. 486000mE. 488000mE. 490000mE. NAD27 Zone 12S +95000mE.



Marion Energy, Inc.

Jacob #5-5

Talon Resources, Inc.

195 North 100 West
 P.O. Box 1230
 Huntington, Utah 84528
 (435) 687-5310

TN MN
125°

0.0 0.5 1.0 1.5 2.0 2.5 3.0 3.5 miles
 0 1 2 3 4 5 km
 Map created with TOPO!® ©2003 National Geographic (www.nationalgeographic.com/topo)



May 17, 2006

Utah Division of Oil Gas and Mining
ATTN: Diana Whitney
1594 West North Temple, Suite 1210
Salt Lake City, Utah
84116

RE: Jacob #5-5 and Jacob #4-8
Marion Energy Inc. Amended Form 3
Clear Creek Unit 13S-7E and 14S-7E, Carbon and Emery Counties, Utah

Dear Ms. Whitney

Per your request, please find enclosed two copies of the above referenced amended form 3's. The amended form 3's reflect the correct lease numbers associated with the Jacob #4-8 and Jacob #5-5.

If you require any further information, please do not hesitate to contact me at (972) 540-2967 ext. 3004 or email bevans@marionenergy.com

Sincerely,

A handwritten signature in black ink, appearing to read "B. Evans", with a stylized flourish extending to the right.

Benjamin Evans
Landman
Marion Energy Inc.

MAY 18 2006

MAY 18 2006

MEMORANDUM OF SURFACE USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The **Calvin K. Jacob Family Partnership (Jacobs)**, whose address is C/O J. Mark Jacob, 914 East 300 North, Orem, Utah 84097, ("Grantor") and Mid-Power Resource Corporation, represented by its authorized agent Marion Energy Inc. (Mid-Power), whose address is 119 South Tennessee, Suite 200, McKinney, Texas, 75069 ("Grantee") have entered into a Surface Use and Damage Agreement dated effective as of January 6th, 2006 ("Agreement").

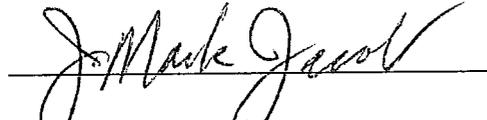
The Agreement, which is unrecorded and may be found in the files of the Grantor and Grantee, is adopted herein and made a part hereof by reference to the same full extent as if all its provisions were copied in full in this Memorandum.

Pursuant to the terms of the Agreement, Grantor grants to Grantee and all of its parent, subsidiary, or other affiliated companies, their agents, employees and others authorized by them the right-of-way to use the Property described in Exhibit A and Exhibit A1, attached hereto and made a part of this Memorandum ("Property"), for the purpose of access to and from mineral leases it owns and operates underlying and in the vicinity of the Property ("Leases"), for well locations, and other facilities related to its conduct of operations pursuant to the Leases.

This Memorandum shall be binding on and inure to the benefit of Grantor and Grantee, their respective heirs, administrators, successors and assigns.

The parties hereto have executed this Memorandum as of the dates of the respective acknowledgements.

GRANTOR:



Representing Jacobs
C/O J. Mark Jacob, 914 E ~~914~~ 300 North
Orem, Utah, 84097

GRANTEE:



Representing Mid-Power
119 S. Tennessee, Suite 200
McKinney, Texas, 75069

KERI CLARKE
VICE PRESIDENT - LAND

MARION ENERGY INC.
(AGENT TO MID POWER)



May 15, 2006

Utah Division of Oil Gas and Mining
ATTN: Diana Whitney
1594 West North Temple, Suite 1210
Salt Lake City, Utah
84116

RE: Jacob #5-5 and Jacob #4-8
Marion Energy Inc. Application for Permit to Drill
Clear Creek Unit 13S-7E and 14S-7E, Carbon and Emery Counties, Utah

Dear Ms. Whitney

Please find enclosed two copies of the above referenced well APD's that are to be drilled in our Clear Creek Unit located in 13S-7E and 14S-7E, Carbon and Emery Counties, Utah.

If you require any further information, please do not hesitate to contact me at (972) 540-2967 ext. 3004 or email bevans@marionenergy.com

Sincerely,

A handwritten signature in black ink, appearing to read "B J EVANS", with a stylized flourish at the end.

Benjamin Evans
Landman
Marion Energy Inc.

RECEIVED
MAY 16 2006

DIV. OF OIL, GAS & MINING

Surface Use Plan
Marion Energy Inc.
Jacob #5-5

Thirteen Point Surface Use Plan

1. Existing Roads

- a. The proposed well site is located approximately 7 miles south of Scofield, Utah.
- b. Directions to the location from Scofield, Utah are as follows:

From Scofield proceed south on Highway 96 for approximately 5.3 miles into the village of Clear Creek. Proceed through Clear Creek to Long Canyon Road and follow Long Canyon road for approximately 1.2 miles.
- c. For location of access roads see Maps A & B.
- d. Top map A is the vicinity map showing the access route from Scofield, Utah.
- e. Topo map B shows the proposed access road to each well. It also shows existing roads in the immediate area
- f. All existing roads will be maintained and kept in good repair during all drilling and completion operations associated with this well.
- g. Existing roads and newly constructed roads on surface under the jurisdiction of any Surface Managing Agency shall be maintained in accordance with the standards of the SMA

2. Planned Access Roads

- a. Surface disturbance and vehicular travel will be limited to the approved location and approved access route. Any additional area needed will be approved in advance.

3. Location of Existing Wells Within a 1-Mile Radius of the Proposed Location

- a. Water wells – non

- b. Injection wells – none
- c. Producing wells – none
- d. Drilling wells – none
- e. Shut-in wells – Utah Fuel #10 (See Location Map L-1)
- f. For reference please see topo map B

4. Location of Tank Batteries and Production Facilities

- a. All permanent structures (onsite for six months or longer) constructed or installed (including pump jacks) will be painted a neutral color to blend with the surrounding environment. The proposed color for this site is Juniper Green. Facilities required to comply with the Occupational Safety and Health Act (OSHA) will be excluded.
- b. If storage facilities/tank batteries are constructed on this lease, the facility/battery or the wellpad shall be surrounded by a containment dike or sufficient capacity to contain at a minimum, the entire content of the largest tank within the facility/battery, unless more stringent protective requirements are deemed necessary by the authorized officer.
- c. All loading lines will be placed inside the berm surrounding the tank battery
- d. Gas meter runs for each well will be located within 500 feet of the wellhead. The gas flowline will be buried or anchored down from the wellhead to the meter and 500 feet downstream of the meter run or any production facilities. Meter runs will be housed and/or fenced. All buried pipelines shall be covered to a depth of 3ft except at road crossings where they shall be covered to a depth of 4ft.
- e. The oil and gas measurement facilities will be installed on the well location. The oil and gas meters will be calibrated in place prior to any deliveries. Tests for meter accuracy will be conducted monthly for the first three months on new meter installations and at least quarterly thereafter. The AO will be provided with a date and time for the initial meter calibration and all future meter proving schedules. A copy of the meter calibration reports will be submitted to the Vernal District Office. All meter measurement facilities will conform with Onshore Oil and Gas Order No. 4 for liquid hydrocarbons and Onshore Oil and Gas Order No. 5 for natural gas measurement.
- f. Any necessary pits will be properly fenced to prevent any wildlife entry.

- g. All site security guidelines identified in 43 CFR 3162.7 regulations will be adhered to.
- h. All access roads will be maintained as necessary to prevent erosion and accommodate year-round traffic.
- i. The road will be maintained in a safe useable condition.
- j. The site will require periodic maintenance to ensure that drainages are kept open and free of debris, ice, and snow, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.
- k. The area used to contain the proposed production facilities will be built using native materials. If these materials are not acceptable, then other arrangements will be made to acquire them from private sources. These facilities will be constructed using bulldozers, graders, and workman crews to construct and place the proposed facilities.

5. Location and Water Supply

- a. Any water to be used for the drilling of this well will be from the Price River Water Improvement District (an adjudicated industrial water source) and transported by a local trucking company (Nielson Construction).
- b. No water wells are to be drilled.

6. Source of Construction Material

- a. Surface and subsoil materials in the immediate area will be utilized.
- b. No construction materials are needed for drilling operations. In the event of production, the small amount of gravel needed for facilities will be hauled in by truck from a local gravel pit over existing access roads in the area. No special access other than for drilling operations and pipeline construction is needed.
- c. The use of materials under BLM jurisdiction will conform with 43 CFR 3610.2.3. Construction material will not be located on lease.
- d. No construction materials will be removed from Federal land.
- e. All access roads crossing BLM land is shown on topo map B.

7. Methods of Handling Waste Disposal

- a. The reserve pit will be constructed so as not to leak, break, or allow discharge. The reserve pit will be lined with a minimum 10mil plastic liner.

- b. The reserve pit will be constructed of sufficient size and capacity for the necessary fluids for drilling and to contain any runoff from the drill site. Pits will not be constructed within intermittent or perennial stream channels.
- c. No trash, scrap pipe, etc., that could puncture the liner will be disposed of in the pit. Garbage and trash will be collected in a trash cage and its contents hauled to a sanitary landfill. All wastes caused by the construction activities shall be promptly removed and disposed of in a sanitary landfill or as directed by the company representative.
- d. The reserve pit will be constructed in undisturbed material and below the natural ground level.
- e. A minimum 2-foot freeboard will be maintained in the pit at all times during the drilling operation and the pit will be fenced during drilling and completion operations.
- f. Burning will not be allowed. All trash will be contained in a trash cage and its contents removed at the end of drilling operations and hauled to an approved disposal sight.
- g. After first production, produced waste water will be confined to a unlined pit or storage tank for a period not to exceed ninety (90) days. During the 90-day period, in accordance with Onshore Order No. 7, an application for approval of a permanent disposal method and location, along with the required water analysis, will be submitted for the AO's approval. Failure to file an application within the time allowed will be considered an incident of noncompliance.
- h. Drill cuttings are to be contained and buried in the reserve pit.
- i. Any salts and/or chemicals which are an integral part of the drilling system will be disposed of in the same manner as the drilling fluid.
- j. Sewage will be placed in a portable chemical toilet or holding tank and disposed of in accordance with state and county regulations.
- k. The produced fluids (other than water) will be produced into a test tank until such time as construction of production facilities is completed. Any spills of oil, gas, salt water or other produced fluids will be cleaned up and removed.

8 Ancillary Facilities

There are no airstrips, camps, or other facilities planned during the drilling of the proposed well.

9. Well Site Layout

- a. All cut and fill slopes will be such that stability can be maintained for the life of the activity. The upper edges of all cut banks on the access roads and well pads will be rounded. Cut and fill slopes will be constructed as follows:

<u>Height of Slope</u>	<u>Slope</u>
0-5 feet	3:1
6-10 feet	2:1
Over 10 feet	1-1/2:1

- b. All fills will be free from vegetative materials and will be compacted in lifts no greater than 12 inches in thickness to a minimum of 90 percent Proctor dry density sufficient to prevent excessive settlement.
- c. The working surface of the drill site will be surfaced with crushed gravel to a depth sufficient to support anticipated loads throughout the life of the well. Usually a depth of 12 inches of gravel is anticipated.
- d. A diversion ditch having the minimum dimensions of 3 feet horizontal to 1 foot vertical (3:1 ditch), will be constructed around the site to divert surface waters from flowing onto the site. The ditch will be located at the base of the cut slope and around the toe of the fill slopes (see Drawing No. 1 – Construction Requirements of Typical Well Sites). A straw dike will be constructed in the ditch outflow to trap any sediment produced from the raw slopes. A culvert will be necessary where the access road enters the site.
- e. A berm will be constructed around the perimeter of the site to contain all precipitation, spills, and other fluids from leaving the site. The berm will be a minimum of 18 inches high, 12 inches wide at the top, and having 1-1/2:1 side slopes. The site surface will be graded to drain to the reserve pit. The drainage pattern to be constructed will be modified for each site, depending on the site specific conditions.
- f. The reserve pit will be located on the north side of the location.
- g. The stockpiled topsoil (first six inches or maximum available) will be stored along the perimeter of the location as shown on the location platt.
- j. All pits will be fenced to prevent wildlife entry.
- k. The reserve pit fencing will be on three sides during drilling operations and on the fourth side when the rig moves off the location. Pits will be fenced and maintained until cleanup. Reclamation will be undertaken no later than the fall of the year after all drilling activity has ceased.

10. Plans for Restoration of Surface

Dry Hole

- a. Rehabilitation of the entire site will be required and will commence immediately after the drilling is complete. The site will be restored as nearly practical to its original condition. Cut and fill slopes will be reduced and graded to conform to the adjacent terrain.
- b. Drainages will be reestablished and temporary measures will be required to prevent erosion to the site until vegetation is established.
- c. Generally speaking, the standpipe for well identifications will be removed on National Forest lands. A final determination will be made on a case-by-case basis.
- d. After final grading and before the replacement of topsoil, the entire surface of the site shall be scarified to eliminate slippage surfaces and to promote root penetration. Topsoil will then be spread over the site to achieve an approximate uniform, stable thickness consistent with the established contours.
- e. A temporary fence will be constructed around the site until vegetation is established. The fence will then be removed.
- f. At such time as the well is plugged and abandoned, the operator shall submit a subsequent report of abandonment.

Producing Location

- a. Site reclamation for producing wells will be accomplished for portions of the site not required for the continued operation of the well. All disturbed surface will be treated to prevent erosion and to complement the esthetics of the area. A new site plan will be required encompassing the facilities required for operation and interim reclamation measures.
- b. Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, equipment, debris, materials, trash and junk not required for production.
- c. Immediately upon well completion, any hydrocarbons on the pit shall be removed in accordance with 43 CFR 3162.7-1.
- d. The plastic nylon reinforced liner shall be torn and perforated before backfilling of the reserve pit.

- e. At the end of drilling operations, drilling fluids will be hauled to an approved disposal site. All polluting substances or contaminated materials, such as oil, oil-saturated soil, and gravel, will be buried within a minimum of 2 feet of clean soil as cover or be removed from the Forest.
- f. Once the reserve pit is dry, the reserve pit and that portion of the location not needed for production facilities/operations will be recontoured to the approximate natural contours.
- g. The cut and fill slopes and all other disturbed areas not needed for the production operation will be topsoiled and re-vegetated. The berm will be removed and the site graded to drain.
- h. The site will be seeded and/or planted as prescribed by the Surface Owner. This prescription will be determined prior to site construction on a site specific basis. Nutrients and soil amendments will be applied to the redistributed surface soil later as necessary to meet the re-vegetation requirements. Fall seeding will be completed after September, and prior to prolonged ground frost.
- i. Annual or noxious weeds shall be controlled on all disturbed areas. Method of control shall be by approved mechanical method or an Environmental Protection Agency (EPA) registered herbicide. All herbicide application will be in cooperation with Carbon County officials.

11. Surface Ownership

Access Roads – All roads are located within the Clear Creek Unit, and are owned by the county of Carbon.

Well Pad – The well pad is located on private lands. (Please see attached Surface Use Agreement)

12. Other Information

- a. A Class III cultural resource inventory will be completed prior to disturbance by a qualified professional archaeologist.
- b. The operator is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for knowingly disturbing historic or archaeological sites, or for collecting artifacts. If historic or archaeological materials are uncovered during

construction, the operator is to immediately stop work that might further disturb such materials, and contact the authorized officer (AO). Within five working days the AO will inform the operator to:

- i. whether the materials appear eligible for the National Register of Historic Places;
 - ii. the mitigation measures the operator will likely have to undertake before the site can be used (assuming the site preservation is not necessary); and
 - iii. a time frame for the AO to complete and expedited review under 36 CFR 800.11 to confirm, through the State Historic Preservation Officer, that the findings of the AO are correct and that mitigation is appropriate. If the operator wishes, at any time, to relocate activities to avoid the expense of mitigation and/or the delays associated with this process, the AO will assume responsibility for whatever recordation and stabilization of the exposed materials may be required. Otherwise, the operator will be responsible for mitigation costs. The AO will provide technical and procedural guidelines for the conduct of mitigation. Upon verification from the AO that required mitigation has been completed, the operator will then be allowed to resume construction.
- c. Less than 10,000 pounds of any chemical(s) from the EPA's Consolidated list of Chemicals Subject to Reporting Under Title III of the Superfund Amendments and Reauthorization Act (SARA) Of 1986, as defined in 40 CFR, would be used, produces, transported, stored, disposed, or associated with the proposed action.
- d. All lease and/or unit operations will be conducted in such a manner that full compliance is made with all applicable laws, regulations, Onshore Oil and Gas Orders, the approved plan of operations, and any applicable Notice to Lessees. The operator is fully responsible for the actions of his subcontractors. A copy of these conditions will be furnished the field representative to insure compliance.
- e. A complete copy of the approved APD shall be on location during construction of the location and drilling activities.
- f. There will be no deviation from the proposed drilling and/or workover program without prior approval from the AO. Safe drilling and operating practices must be observed. All wells, whether drilling, producing, suspended, or abandoned will be identified in accordance with 43 CFR 3162.h.

- g. "Sundry Notice and Report on Wells" (Form 3160-5) will be filed for approval for all changes of plans and other operations in accordance with 43 CFR 3162.3-2.
- h. This permit will be valid for a period of one year from the date of approval. An extension period may be granted, if requested, prior to the expiration of the original approval period.

13. Lessee's or Operator's Representative and Certification

Permit Matters

Marion Energy Inc./Mid-Power Resource Corp.
Keri Clarke
119 S. Tennessee Suite 200
McKinney, TX, 75069
(972)540-2967

Drilling & Completion Matters

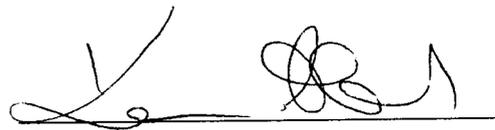
Marion Energy Inc./Mid-Power Resource Corp.
2901 East 20th Street
Farmington, NM, 87402
Doug Endsley – V P Operations
(505)564-8005

Certification

I hereby certify that I, or Persons under my direct supervision, have inspected the proposed drill site and access rout; that I am familiar with the conditions which presently exist; that the statements made in this plan are, to the best of my knowledge, true and correct; and, that the work associated with the operations proposed herein will be performed by Marion Energy Inc.. and it's contractors and subcontractors in conformity with the plan and the terms and conditions under which it is approved.

This statement is subject to the provisions of 18.U.S.C. 1001 for the filing of a false statement.

5-15-06
Date


Name

MARION ENERGY Inc.
Drilling Plan
Jacob #5-5

All lease and/or unit operations will be conducted in such a manner that full compliance is made with applicable laws, regulations (43 CFR 3100), Onshore Oil and Gas Order No. 1, and the approved plan of operations. The operator is fully responsible for the actions of his subcontractors. A copy of these conditions will be furnished the field representative to insure compliance.

1. Estimated Tops/Geologic Markers

The estimated tops of important geologic markers are as follows:

<u>Name</u>	<u>TVD</u>	<u>TD</u>	<u>Production Phase</u>
Top of Emery	740ft	740ft	Gas
Top of Blue Gate	2010ft	2038ft	Gas
Top of Ferron	4510ft	5747ft	Gas
TD	5110ft	6680ft	

2. Estimated Depth of Oil, Gas Water and Other Mineral Bearing Zones

The estimated depths at which the top and bottom of the anticipated water, oil, gas or other mineral bearing formations are expected to be encountered are as follows:

<u>Substance</u>	<u>Formation</u>	<u>Depth</u>
Gas	Ferron	4510'

All fresh water and prospectively valuable minerals encountered during drilling, will be recorded by depth and adequately protected. All oil and gas shows will be tested to determine commercial potential.

All water shows and water-bearing sand will be reported to the BLM in Moab, Utah. Copies of State of Utah form OGC-8-X are acceptable. If noticeable water flows are detected, samples will be submitted to the BLM along with any water analyses conducted.

3. BOP Equipment

Marion Energy Inc's minimum specifications for pressure to control equipment are as follows:

Ram Type: 11" Hydraulic double, 3000 psi w.p.

Ram type preventers and associated equipment shall be tested to approve stack working pressure if isolated by test plug or to 70 percent of internal yield pressure

of casing. Pressure shall be maintained for at least 10 minutes or until requirements of test are met, whichever is longer. If a test plug is utilized, no bleed-off pressure is acceptable. For a test not utilizing a test plug, if a decline in pressure of more than 10 percent in 30 minutes occurs, the test shall be considered to have failed. Valve on casing head below test plug shall be open during test of BOP stack.

Annular type preventers (if used) shall be tested to 60 percent of rated working pressure. Pressure shall be maintained at least 10 minutes or until provisions of test are met, whichever is longer.

As a minimum, the above test shall be performed:

- a. when initially installed;
- b. whenever any seal subject to test pressure is broken
- c. following related repairs; and
- d. at 40-day intervals

Valves shall be tested from working pressure side during BOPE tests with all down stream valves open.

When testing the kill line valve(s) the check valve shall be held open or the ball removed.

Annular preventers (if used) shall be functionally operated at least weekly.

Pipe and blind rams shall be activated each trip, however, this function need not be performed more than once a day.

A BOPE pit level drill shall be conducted weekly for each drilling crew.

The BOP and related equipment shall meet the minimum requirements of Onshore Oil and Gas Order No. 2 for equipment and testing requirements, procedures, etc., and individual components shall be operable as designed. Chart recorders shall be used for all pressure tests.

Pressure tests shall apply to all related well control equipment.

All of the above described tests and/or drills shall be recorded in the drilling log. Test charts, with individual test results identified, shall be maintained on location while drilling and shall be made available to a BLM representative upon request. Pressure tests shall apply to all related well control equipment.

BOP systems shall be consistent with API RP53. Pressure tests will be conducted before drilling out from under casing strings which have been set and cemented in place. Blowout preventer controls will be installed prior to drilling the surface

casing plug and will remain in use until the well is completed or abandoned. Preventers will be inspected and operated at least daily to ensure good mechanical working order, and this inspection will be recorded on the daily drilling report. Preventers will be pressure tested before drilling casing cement plugs.

The Price River Resource Area Office shall be notified, at least 24 hours prior to initiating the pressure test, in order to have a BLM representative on location during pressure testing.

- a. The size and rating of the BOP stack is shown on the attached diagram. Although a rig has not been chosen to drill this well, most of the equipment for this depth of hole in the area use a 11", 3000 psi working pressure blowout preventor.
- b. A choke line and a kill line are to be properly installed. The kill line is not to be used as a fill-up line.
- c. The accumulator system shall have a pressure capacity to provide for repeated operation of hydraulic preventers.
- d. Drill string safety valve(s), to fit all tools in the drill string, are to be maintained on the rig floor while drilling operations are in progress.

4. Casing and Cementing Program

- a. The proposed casing and cementing program shall be conducted as approved to protect and/or isolate all usable water zones, potentially productive zones, lost circulation zones, abnormally pressured zones, and any prospectively valuable deposits of minerals. Any isolating medium other than cement shall receive approval prior to use. The casing setting depth shall be calculated to position the casing seat opposite a competent formation which will contain the maximum pressure to which it will be exposed during normal drilling operations. Determination of casing setting depth shall be based on all relevant factors, including; presence/absence of hydrocarbons; fractured gradients; usable water zones; formation pressures; lost circulation zones; other minerals; or other unusual characteristics. All indications of usable water shall be reported
- b. Casing design shall assume formation pressure gradients of 0.44 to 0.50 psi per foot for exploratory wells (lacking better data).
- c. Casing design shall assume fracture gradients from 0.70 to 1.00 psi per foot for exploratory wells (lacking better data)
- d. Casing collars shall have a minimum clearance of 0.422 inches of all sides in the hole/casing annulus, with recognition that variances can be granted for justified exceptions.

- e. All waiting on cement times shall be adequate to achieve a minimum of 500 psi compressive strength at the casing shoe prior to drilling out.
- f. All casing except the conductor casing, shall be new or reconditioned and tested used casing that meets or exceeds API standards for new casing.
- g. The surface casing shall be cemented back to surface either during the primary cement job or by remedial cementing.
- h. All indications of usable water shall be reported to the authorized officer prior to running the next string of casing or before plugging orders are requested, whichever occurs first.
- i. Three centralizers will be run on the bottom three joints of surface casing with a minimum of one centralizer per joint starting with the shoe joint.
- j. Top plugs shall be used to reduce contamination of cement by displacement fluid. A bottom plug or other acceptable technique, such as a suitable preflush fluid, inner string cement method, etc. shall be utilized to help isolate the cement from contamination by the mud fluid being displaced ahead of the cement slurry.
- k. All casing strings below the conductor shall be pressured tested to 0.22 psi per foot of casing string length or 1500 psi, whichever is greater, but not to exceed 70 percent of the minimum internal yield. If pressure declines more than 10 percent in 30 minutes, corrective action shall be taken.
- m. On all exploratory wells, and on that portion of any well approved for 5M BOPE system or greater, a pressure integrity test of each casing shoe shall be performed. Formation at the shoe shall be tested to a minimum of the mud weight equivalent anticipated to control the formation pressure to the next casing depth or at total depth of the well. This test shall be performed before drilling more than 20 feet of new hole.

n. The proposed casing program will be as follows:

<u>Purpose</u>	<u>Depth</u>	<u>Hole Size</u>	<u>O.D.</u>	<u>Weight</u>	<u>Grade</u>	<u>Type</u>	<u>New or Used</u>
Surface	0-500'	14 3/4"	10 3/4"	40.5#	J-55	ST&C	New
Intermed.	0-2150'	9 7/8"	7-5/8"	26.4#	J-55	LT&C	New
Produc.	0-6680'	7 7/8"	5-1/2"	17#	J-55	LT&C	New

- o. Casing design subject to revision based on geologic conditions encountered.
- p. Please refer to DOGM Form 3 for the Cement program associated with this well.

- q. The price River Resource Area Office should be notified, with sufficient lead time, in order to have a BLM representative on location while running all casing strings and cementing.
- r. After cementing but before commencing any test, the casing string shall stand cemented until the cement has reached a compressive strength of at least 500 psi at the shoe. WOC time shall be recorded in the driller's log.
- s. The following reports shall be filed with the District Manager within 30 days after the work is completed.
 - 1. Progress reports, Form 3160-5 (formerly 9-331) "Sundry Notices and Reports on Wells", must include complete information concerning:
 - a. Setting of each string of casing, showing the size, grade, weight of casing set, hole size, setting depth, amounts and type of cement used, whether cement circulated or the top of the cement behind the casing, depth of cementing tools used, casing test method and results, and the date work was done. Show the spud date on the first reports submitted.
 - b. Temperature of bond logs must be submitted for each well where the casing cement was not circulated to the surface.
- t. Auxiliary equipment to be used is as follows:
 - 1. Kelly cock
 - 2. No bit float is deemed necessary.
 - 3. A sub with a full opening valve.

5. Mud Program

- a. The purpose circulating mediums to be employed in drilling are as follows:

<u>Interval</u>	<u>Mud Type</u>	<u>Mud Wt.</u>	<u>Visc.</u>	<u>F/L</u>	<u>PH</u>
0-500'	Spud Mud				
500-2150'	LSND	8.8-9.2	32-40	8-15	---
2150'-T.D.	Air/Foam	N/A	N/A	N/A	---

There will be sufficient mud on location to control a blowout should one occur.

A mud test shall be performed every 24 hours after mudding up to determine, as applicable: density, viscosity, gel strength, static filtration loss, and Ph.

- b. Mud monitoring equipment to be used is as follows:
 - 1. Periodic checks will be made each tour of the mud system. The mud level will be checked visually.
- c. Hazardous substances specifically listed by the EPA as a hazardous waste or demonstrating a characteristic of a hazardous waste will not be used in drilling, testing or completion operations.

6. Evaluation Program

The anticipated type of amount of testing, logging and coring are as follows:

- a. No drill stem tests are anticipated, however, if DST's are run, the following requirements will be adhered to:

Initial opening of drill stem test tools shall be restricted to daylight hours unless specific approval to start during other hours is obtained from the authorized officer. However, DST's may be allowed to continue at night if the test was initiated during daylight hours and the rate of flow is stabilized and if adequate lighting is available (i.e. lighting which is adequate for visibility and vapor-proof for safe operations). Packers can be released, but tripping shall not begin before daylight, unless prior approval is obtained from the authorized officer. Closed chamber DSTs may be accomplished day or night.

A DST that flows to the surface with evidence of hydrocarbons shall be either reversed out of the testing string under controlled surface conditions. This would involve provided some means for reverse circulation.

Separation equipment required for the anticipated recovery shall be properly installed before a test starts.

All engines within 100 feet of the wellbore that are required to "run" during the test shall have spark arresters or water cooled exhausts.

- b. The logging program will consist of the following log suites: Induction with Gamma Ray and Spontaneous Potential, Compensated Epi-Thermal Neutron/Density with Photo Electric Caliper, and Ultrasonic Gas detector with Temperature. Logs will be run from TD back to surface pipe.

- c. Whether the well is completed as a dry hole or as a producer, "Well Completion and Recompletion Report and Log" (Form 3160-4) will be submitted no later than 30 days after completion of the well or after completion of operations being performed, in accordance with 43 CFR 3164. Two copies of all logs, core descriptions, core analyses, well-test data, geologic summaries, sample description, and all other surveys or data obtained and compiled during the drilling, workover, and/or completion operations, will be filed with form 3160-4. Samples (cuttings, fluids, and/or gases) will be submitted when requested by the authorized officer (AO).
- d. The anticipated completion program is as follows:

Perforate Ferron w/ 3-3/8" casing gun @ 6 jspf using 23 gram charges. Break down formation with 2000 gallons of Formic acid. Fracture stimulate formation w/ 25# Cross linked x-Linked Gel and 200,000lbs of 16/30 mesh sand.

1. Anticipated Pressures and H,S

- a. The expected bottom hole pressure is 1200 psi. Low pressures are anticipated.
- b. No hydrogen sulfide gas is anticipated.

2. Other Information and Notification Requirements

- a. Should the well be successfully completed for production, the AO will be notified when the well is placed in a producing status. Such notification will be sent by telegram or other written communications, not later than 5 days following the date on which the well is placed on production.
- b. Production data shall be reported to the MMS pursuant to 30 CFR 216.5 using form MMS/3160.
- c. The data on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated or, the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated or the date on which gas is first measured through permanent metering facilities, whichever first occurs.
- d. Pursuant to NTL-4A, lessees or operators are authorized to vent/flare gas during initial well evaluation tests, not exceeding a period of 30 days or the

production of 50 MMCF of gas, whichever occurs first. An application must be filed with the District Engineer and approval received, for any venting/flaring of gas beyond the initial 30 day or authorized test period.

- e. Gas produced from this well may not be vented or flared beyond an initial authorized test period of 30 days or 50 MMCF following its completion, whichever occurs first, without the prior written approval of the Authorized Officer. Should gas be vented or flared without approval beyond the authorized test period, the operator may be directed to shut-in the well until the gas can be captured or the operator shall be required to compensate the lesser for that portion of the gas vented or flared without approval which is determined to have been avoidably lost.
- f. A schematic facilities diagram as required by 43 CFR 3162.7-2, 3162.7-3 and 3162.7-4 shall be submitted to the appropriate District Office within 30 days of installation or first production, whichever occurs first. All site security regulations as specified in 43 CFR 3162.7 and Onshore Order No.3 shall be adhered to. All product lines entering and leaving hydrocarbon storage tanks will be effectively sealed in accordance with 43 CFR 3162.7-4.
- g. Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that “not later than the 5th business day after any well begins production on which royalty is due anywhere on a lease site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed.”

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for a civil penalty of up to \$10,000 per violation for each day such violation continues, not to exceed a maximum of 20 days. See Section 109 (3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3162.4-1(b)(5)(ii).

- h. It is anticipated that the drilling of this well will take approximately 30 days.
- i. No location will be constructed or moved, no well will be plugged, and no drilling or workover equipment will be removed from a well to be placed in a suspended status without prior approval of the AO. If operations are to be suspended, prior approval of the AO will be obtained and notification given before resumption of operations.

- j. Immediate Report: Spills, blowouts, fires, leaks, accidents, or any other unusual occurrences shall be promptly reported in accordance with the requirements of NTL-3A or its revision.
- k. If a replacement rig is contemplated for completion operations, a “Sundry Notice” Form 3160-5 to that effect will be filed, for prior approval of the AO, and all conditions of this approved plan are applicable during all operations conducted with the replacement rig.
- l. Pursuant to Onshore Order No. 7, with the approval of the District Engineer, produced water may be temporarily disposed of into unlined pits for a period of up to 90 days. During the period so authorized, and application for approval of the permanent disposal method, along with the required water analysis and other information must be submitted to the District Engineer.
- m. No well abandonment operations will be commenced without the prior approval of the AO. In the case of newly drilled dry holes or failures, and in emergency situations, oral approval will be obtained from the SO> A “Subsequent Report of Abandonment” Form 3160-5, will be filed with the AO within 30 days following completion of the well for abandonment. This report will indicate where plugs were placed and the current status of surface restoration. Final abandonment will not be approved until the surface reclamation work required by the approved APD or approved abandonment notice has been completed to the satisfaction of the AO or his representative or the appropriate Surface Managing Agency.



CARBON COUNTY PLANNING AND BUILDING DEPARTMENT

120 East Main Street • Price, Utah 84501 • (435) 636-1260 • Fax (435) 636-1264

DAVE LEVINGER
Building Official
Director of Planning
636-3261

LEW KORENKO
Deputy Building
Official
636-3262

GAYLA WILLIAMS
Deputy Zoning
Administrator
636-3710

March 9, 2006

Scott Jacoby
Marion Energy, Inc.
119 South Tennessee, Suite 200
McKinney, TX 75069

Re: zone change request and application for conditional use permits for the following gas wells in the Scofield/Clear Creek area of Carbon County, Utah:

Alpine School District 3-17	Oman 14-20
Jacob 5-5	Madsen 2-30
Woolsey 3-31	Oman 7-19

Dear Mr. Jacoby:

This is to confirm that the Carbon County Commission met in a special meeting March 8, 2006, to consider your request for zone changes from WS to MR for one 3-acre parcel and five 2-acre parcels, and for a conditional use permit to drill and operate six (6) gas wells on the above-mentioned sites.

Marion Energy was represented at this meeting by Keri Clarke and Mel Coonrod; after much discussion and the addition of some conditions, the request was approved. (Copy of conditions enclosed.)

We now need the exact legal descriptions of the six sites so we can change the zone map. We also need an engineer's estimate of the total cost of the project, in order to assess the conditional use permit fee. We will multiply the total cost of the project times .002; then subtract the \$100 per well you paid at the time you submitted the application, \$600. This amount must be paid before the conditional use permit will be issued.

Please contact our office if you have any questions.

Sincerely,

Gayla M. Williams
Zoning Administrator

Cc: Mel Coonrod

RECOMMENDED CONDITIONS FOR
MARION ENERGY, INC.
EXPLORATORY AND PRODUCTION WELLS

For the **Scofield/Clear Creek Area** Project.

1. Comply with all Ordinances of Carbon County and laws of the State of Utah.
2. Store and dispose of all garbage properly.
3. Do not infringe upon existing land uses.
4. Restrict truck access through Clear Creek Subdivision to an absolute minimum necessary to conduct operations.
5. Control dust as dictated by road and weather conditions.
6. No open fires are allowed on site.
7. Keep gates closed, or install cattle guards, to protect livestock.
8. Control noxious weeds per County ordinance.
9. Control all water used or produced on site through whatever means necessary, including liners, 5' fencing around ponds, berms around sites, etc.
10. Begin reclamation of all disturbed lands within 12 months of completion of project.
11. Permit holder shall comply with the County Encroachment Ordinance, and meet all requirements of the County Road Supervisor regarding the use of County Class B and D roads.
12. Preserve the aesthetic integrity of the area: structures and production facilities should blend in with the natural color and terrain.
13. Observe all speed limits.
14. Limit the emission of fumes, smoke, vibration and odor.
15. Use liners for all diesel, chemicals, and other potentially harmful materials used/stored onsite.
16. No noise shall be emitted beyond 40 db at one hundred feet from the well head, if within 1,320 feet of a dwelling.
17. Employ erosion control measures and best forest management practices, as needed.
18. Drill with air or fresh water and mud (i.e. bentonite).
19. In event the Skyline Mine stops monitoring water quality in the Clear Creek Subdivision water source area, the permit holder will monitor the Clear Creek Subdivision water source quarterly.
20. Comply with the Exploration Project Application and Water Study manuals dated December 2005, submitted by Environmental & Engineering Consulting at the time of Marion Energy's initial application.

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF SURFACE USE AGREEMENT DATED THIS 23rd DAY OF January, 2006 BY AND BETWEEN JACOBS, AS GRANTOR AND MID-POWER., AS GRANTEE.

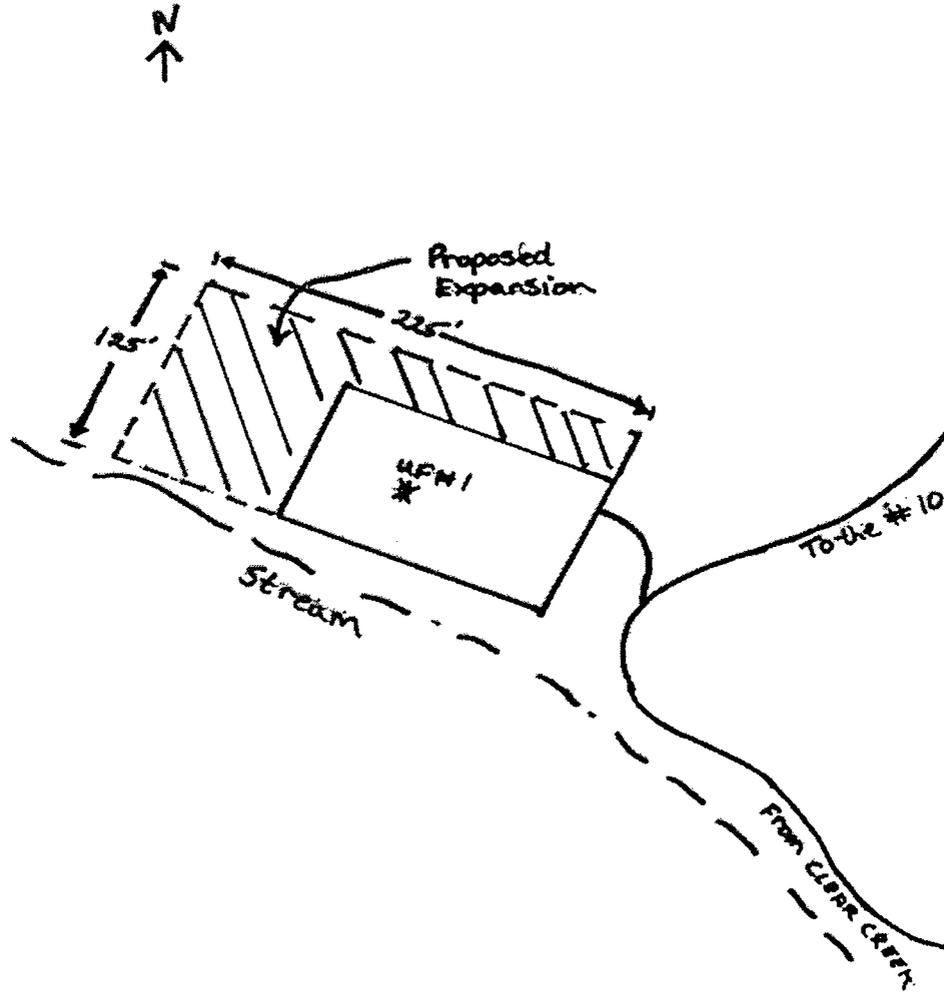
For a drill/pad site to be constructed/extended for the purposes of drilling two directional wells on Grantors property with surface locations located as described below and further illustrated in exhibit A1:

Jacob #5-5 Section 5 T14S-R7E 110'FWL, 1855'FNL / SE/4

Jacob #4-8 Section 5 T14S-R7E 130'FWL, 1855'FNL / SE/4

EXHIBIT "A1"

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF SURFACE USE AGREEMENT DATED THIS 23rd DAY OF January, 2006 BY AND BETWEEN JACOBS, AS GRANTOR AND MID-POWER, AS GRANTEE.



Once Recorded Please Return To:
Marion Energy Inc.
119 South Tennessee, Suite 200
McKinney, TX, 75069

Surface Owner Contact Information
Jacob #5-5

Contact Name: Mark Jacob

Address: The Calvin K. Jacob Family Partnership
C/O J. Mark Jacob
914 East 300 North
Orem, UT 84097

Telephone: 801-226-3407

Email: houseofjacob@qwest.net



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155
www.ut.blm.gov

MAY 04 2005

IN REPLY REFER TO:
3104
(UT-924)

DECISION

Principal:	:	
Marion Energy Inc.	:	Bond Amount: \$25,000
119 S. Tennessee, Suite 200	:	
McKinney, TX 75069	:	Bond Type: Statewide
	:	
Surety:	:	Bond Surety No.: B001632
U. S. Specialty Insurance Company	:	
13403 Northwest Freeway	:	BLM Bond No.: UTB000179
Houston, TX 77040	:	

Statewide Oil and Gas Surety Bond Accepted

On April 12, 2005, this office received a \$25,000 statewide oil and gas bond for the principal named above. The bond has been examined, found satisfactory, and is accepted effective the date of filing.

The bond constitutes coverage of all operations conducted by the principal on Federal leases in Utah. The bond provides coverage for the principal where that principal has interest, and or responsibility for operations on, leases issued under the authority of any of the Acts cited on the bond form. Please note that Federal leases do not include Indian leases.

The bond will be maintained by this office. Termination of liability under the bond will be permitted only after this office is satisfied that there are no outstanding liabilities against the bond or until a satisfactory replacement bond is furnished.

Terry Catlin
Acting Chief, Branch of
Fluid Minerals

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bond Number
B001632

OIL AND GAS OR GEOTHERMAL LEASE BOND

Act of February 25, 1920 (30 U.S.C. 181 et seq.)
Act of August 7, 1947 (30 U.S.C. 351-359)
Department of the Interior Appropriations Act, FY 1981 (42 U.S.C. 6508)
Act of December 24, 1970 (30 U.S.C. 1001-1025)
Other Oil and Gas and Geothermal Leasing Authorities as Applicable

Lease Serial Number (For Individual Bond Only)

CHECK ONE: OIL AND GAS GEOTHERMAL RESOURCES

CHECK ONE:

SURETY BOND

KNOW ALL BY THESE PRESENTS, THAT Marion Energy Inc. (name)
of 119 S. Tennessee, Suite 200, McKinney, Texas 75069 (address)

as principal, and U.S. Specialty Insurance Company (name)

of 13403 Northwest Freeway, Houston, Texas 77040 (address), as surety,

are held and firmly bound unto the United States of America in the sum of Twenty-five Thousand and no/100
_____ dollars (\$ 25,000.00),

lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond.

PERSONAL BOND

KNOW ALL BY THESE PRESENTS, That _____ (name)

of _____ (address), as principal, is held and firmly

bound unto the United States of America in the sum of _____

_____ dollars (\$ _____), lawful money of the United States which sum may be
increased or decreased by a rider hereto executed in the same manner as this bond.

The principal, in order to more fully secure the United States in the payment of the aforesaid sum, hereby pledges as security therefore United States negotiable securities of a par value equal to the amount specified. The principal, pursuant to the authority conferred by Section 1 of the Act of September 13, 1982 (31 U.S.C. 9303), does hereby constitute and appoint the Secretary of the Interior to act as his attorney. The interest accruing on the United States securities deposited, in the absence of any default in the performance of any of the conditions, or stipulations set forth in this bond and the instrument(s) granting rights and interests in Federal lands, must be paid to the principal. The principal hereby for himself/herself, any heirs, executors, administrators, successors, and assigns, joint and severally, ratifies and confirms whatever the Secretary shall do by virtue of these presents.

The principal/surety shall apply this bond or the Secretary shall transfer this deposit as security for the faithful performance of any and all of the conditions and stipulations as set forth in this bond and the instruments granting rights and interests in Federal lands. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that: (1) for a Surety Bond, the surety/principal shall apply the bond or any portion thereof; (2) for a Personal Bond, the Secretary shall have full power to assign, appropriate, apply or transfer the deposit or any portion thereof, to the satisfaction of any damages, assessments, late payment charges, penalties, or deficiencies arising by reason of such default.

This bond is required for the use and benefit of (1) the United States, (2) the owner of any of the land subject to the coverage of this bond, who has a statutory right to compensation in connection with a reservation of the oil and gas and geothermal deposits to the United States; (3) any lessee, permittee, or contractor, under a lease, permit, or resource sale contract issued, or to be issued, by the United States covering the same land subject to this bond, covering the use of the surface or the prospecting for, or the development of other mineral deposits in any portion of such land, to be paid to the United States. For such payment, well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors, and assigns, jointly and severally.

This bond shall cover all surface disturbing activities related to drilling operations on a Federal leasehold(s) in accordance with authorization(s) granted under the Acts cited above for:

CHECK ONE:

NATIONWIDE BOND - Operations conducted by or on behalf of the principal(s) or on the leasehold(s) of the principal(s) in the United States including the National Petroleum Reserve in Alaska (NPR-A) when a rider sufficient to bring the amount in conformance with 43 CFR 3134 is provided, and provided a rider is obtained, also coverage of multiple exploration operations

STATEWIDE BOND - Operations conducted by or on behalf of the principal(s) or on the leasehold(s) of the principal(s), except the NPR-A, and, provided a rider is obtained, also coverage of multiple exploration operations within the single state of Utah

INDIVIDUAL BOND - Operations conducted by or on behalf of the principal or on the leasehold of the principal on the single lease identified by the serial number above.

NATIONAL PETROLEUM RESERVE IN ALASKA (NPR-A) BOND - This bond shall cover

NPR-A LEASE BOND - The terms and conditions of a single lease

NPR-A WIDE BOND - The terms and conditions of all leases, and provided a rider is obtained, coverage of multiple exploration operations

(Continued on reverse)

BOND CONDITIONS

The conditions of the foregoing obligations are such that

1. WHEREAS the principal has an interest in a lease(s) and/or responsibility for operations on a lease(s) issued under the Acts cited in this bond, and

2. WHEREAS the principal and surety agree(s) that with notice to the surety the coverage of this bond, in addition to the present holding(s) of and/or authorization(s) granted to the principal, shall extend to and include

a. Any lease(s) hereafter issued to or acquired by the obligor/principal, except under individual lease bonds, the coverage is to be confined to the principal's holding(s) and/or authorization(s) granted under the Acts cited in this bond, and to become effective immediately upon such authorization, approval or issuance of a transfer in favor of the principal; and

b. Any transfer(s) of operating rights hereafter entered into or acquired by the principal affecting lease(s), and

c. Any activity subsequent hereto of the principal as operator under a lease(s) issued pursuant to the Acts cited in this bond, and

Provided, That the surety may elect to terminate the additional coverage authorized under this paragraph. Such termination will become effective 30 days after the BLM receives notice of the election to terminate. After the termination becomes effective, the additional interest(s) identified in this paragraph will not be covered by this bond, and

3. WHEREAS the principal and surety agree(s) that with notice to the surety that this bond shall remain in full force and effect notwithstanding. Any assignment(s) of an undivided interest in any part or all of the lands in the lease(s) in which event the assignee(s) shall be considered to be coprincipal(s) on an individual or NPR-A bond as fully and to the same extent as though his/her or their duly, authenticated signatures appeared thereon, and

4. WHEREAS the obligor/surety hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding.

a. Any assignment(s) of 100% of some of the lands described in the lease(s), the bond to remain in full force and effect only as to the lands retained in the lease(s), and

b. Any transfer(s) either in whole or in part, of any or all of the operating rights and further agrees to remain bound under this bond as to the interests in the operating rights retained by the principal, and

c. Any modification of a lease or operating right, or obligation thereunder, whether made or effected by commitment of lease or operating right to unit, cooperative, communitization or storage agreements, or development contracts, suspensions of oper-

ations or production, waivers, suspensions or changes in rental, minimum royalty and royalties, compensatory royalty payments, or otherwise, and

d. Any extension of a lease(s) covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth in the lease(s); and

5. WHEREAS the principal and surety hereby agree(s) that notwithstanding the termination, expiration, cancellation or relinquishment of any lease(s), whether by operation of law or otherwise, the bond shall remain in full force and effect as to the terms and conditions of all remaining leases and obligations covered by the bond, and

6. WHEREAS the principal, as to any lease or part of a lease for land on which he/she is the operator, in consideration of being permitted to furnish this bond in lieu of the lessee(s) or operating rights owner(s), agrees and by these presents does hereby bind himself/herself to fulfill on behalf of each lessee or operating rights owner all obligations of such for the entire leasehold in the same manner and to the same extent as though he/she were lessee or operating rights owner, and

7. WHEREAS the obligor/principal and surety agree(s) that the neglect or forbearance of said lessor in enforcing, as against any responsible party, the payment of rentals or royalties or the performance of any other term or condition of the lease(s) shall not, in any way, release the principal and surety, or either of them from any liability under this bond; and

8. WHEREAS the principal and surety agree(s) that in the event of any default under the lease(s) the lessor may commence and prosecute any claim, suit, or other proceeding against the principal and surety or either of them, without the necessity of joining the lessee(s), and

9. WHEREAS if the principal fails to comply with any provisions of an oil and gas lease, and the noncompliance continues for thirty (30) days after written notice thereof, such lease shall be subject to cancellation and the principal shall also be subject to applicable provisions and penalties of the Federal Oil and Gas Royalty Management Act (30 U S C 1701 et seq) or the Federal Onshore Oil and Gas Leasing Reform Act. This provision shall not be construed to prevent the exercise by the United States of any other legal and equitable remedy, including waiver of the default.

10. NOW, THEREFORE If said principal, his/her heirs, executors, administrators, successors, or assigns shall in all respects faithfully comply with all of the provisions of the instrument(s) granting rights and interests in Federal lands referred to above, then the obligations are to be void, otherwise to remain in full force and effect.

Signed this 7th day of April, 2005, in the presence of

NAMES AND ADDRESSES OF WITNESSES

BJE (MARION ENERGY)

RC (MARION ENERGY)

Molly Battenfield

Diane E. Carey

Marion Energy Inc. (Principal)

119 S. Tennessee, Suite 200, McKinney, Texas 75069 (Business Address)

W. Russell Brown, Jr., Attorney-in-Fact (L.S.) U.S. Specialty Insurance Company 13403 Northwest Freeway, Houston, Texas 77040 (Business Address)

If this bond is executed by a corporation, it must bear the seal of that corporation

**Important Notice Regarding
Terrorism Risk Insurance Act of 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which U.S. Specialty Insurance Company is the issuing surety.

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY, IF WRITTEN, FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, WILL BE EXCLUDED IF THE U.S. GOVERNMENT FAILS TO ENACT AN EXTENSION TO TRIA OR ENACTS CHANGES TO TRIA THAT SUBSTANTIALLY CHANGE THE RISK OF LOSS THAT AN INSURER OR POLICYHOLDER HAS ASSUMED.

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POWER OF ATTORNEY

PA001632

(To be used with bonds issued on behalf of U. S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U. S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Edwin H. Frank III, W. Russell Brown, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Dollars (\$3,000,000) and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Executive Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its Executive Vice President, and its corporate seal to be hereto affixed this 15th day of March, 2005.

Corporate Seal

U. S. SPECIALTY INSURANCE COMPANY

By



Edward H. Ellis, Jr., Executive Vice President

State of Texas

County of Harris ss:

On this 15th day of March, 2005 before me personally came Edward H. Ellis, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is Executive Vice President of U. S. SPECIALTY INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

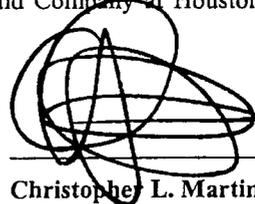


 Notary Public
My commission expires 10-17-05

I, Christopher L. Martin, Secretary of U. S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Houston, Texas this 7th day of April, 2005.

Corporate Seal



Christopher L. Martin, Secretary

Corporate Surety Bond

STATE OF UTAH
BOND OF LESSEE

KNOW ALL MEN BY THESE PRESENTS, that we Marion Energy Inc. of 119 South Tennessee, Suite 200, McKinney, Texas 75069 as principal and U.S. Specialty Insurance Company as surety are held and firmly bound unto the State of Utah in the sum of Fifteen Thousand and no/100 Dollars(\$15,000.00) lawful money of the United States to be paid to the School & Institutional Trust Lands Administration, as agent for the State of Utah, for the use and benefit of the State of Utah, and of any patentee or purchaser of any portion of the land covered by the hereinafter described lease heretofore sold or which may hereafter be sold with a reservation to the State of Utah, on the surface or of other mineral deposits of any pordon of such lands, for which payment, well and truly to he made, we bind ourselves, and each of us, and each of our heirs, executors, administrators, successors, sublessees, and assignees, jointly and severally by these presents.

Signed with our hands and sealed this 12th day of April, 2006.

The condition of the foregoing obligation is such that,

WHEREAS, The State of Utah, as Lessor, issued a(n) _____ lease, Lease Number _____ and dated _____, to _____ as lessee (and said lease has been duly assigned under date of _____ to _____) to drill for, mine, extract, and remove all of the deposits _____ in and under the following described lands, to wit:

NOW, THEREFORE, the principal and surety shall be obligated to pay all monies, rentals, royalties, cost of reclamation, damages to the surface and improvements thereon and any other damages, costs, expensed, penalties, interest or liabilities which arise by operation of or in connection with the above described lease(s) accruing to the Lessor and shall fully comply with all other terms and conditions of said lease, the rules, regulations and polices relating thereto of the School & Institutional Trust Lands Administration, the Board of Oil, Gas and Mining, and the Division of Oil, Gas and Mining as they may now exist or may from time to time be modified or amended. This obligation is in effect even if the principal has conveyed part of its interest to a successor in interest. If the principal fully satisfies the above described obligations, then the surety's obligation to make payment to the State of Utah is void and of no effect, otherwise, it shall remain in full force and effect until released by the School & Institutional Trust Lands Administration.

Marion Energy Inc. (SEAL)
Principal

Witness

BONDING COMPANY

Molly Reagan
Witness Molly Reagan

By: U.S. Specialty Insurance Company
Attest: W. Russell Brown, Jr.
W. Russell Brown, Jr., Attorney-in-Fact

Resident Agent: Edwin H. Frank III, 207768

Bonding Address: 13403 Northwest Freeway

Houston, Texas 77040

POWER OF ATTORNEY

(To be used with bonds issued on behalf of U. S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U. S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Edwin H. Frank III, W. Russell Brown, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Dollars (\$3,000,000) and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

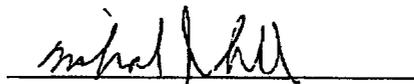
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 19th day of January, 2006.

Corporate Seal

U. S. SPECIALTY INSURANCE COMPANY
By

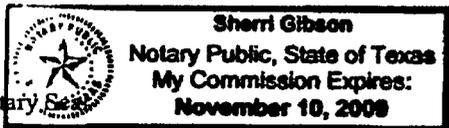
State of Texas

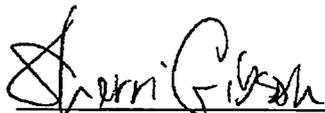


County of Harris ss:

Michael J. Schell, President

On this 19th day of January, 2006 before me personally came Michael J. Schell, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of U. S. SPECIALTY INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

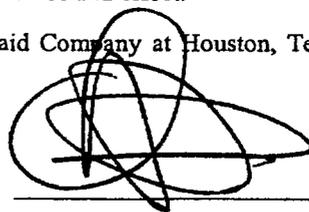


 Notary Public
My commission expires 11-10-09

I, Christopher L. Martin, Secretary of U. S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Houston, Texas this 12th day of April, 2006.

Corporate Seal



Christopher L. Martin, Secretary

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 4A

Bond No. B002775

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we (operator name) Marion Energy Inc. as Principal,
and

(surety name) U.S. Specialty Insurance Company as Surety, duly authorized
and qualified to do business in the State of Utah, are held and firmly bound unto the State of Utah in the sum of:

On Hundred Eighty-four Thousand One Hundred Eighty and no/100 dollars (\$ \$184,180.00)
lawful money of the United States, payable to the Director of the Division of Oil, Gas and Mining, as agent of the State of Utah, for the use and
benefit of the State of Utah for the faithful payment of which we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS the Principal is or will be engaged in the drilling, re-drilling, deepening,
repairing, operating, and plugging and abandonment of a well or wells and restoring the well site or sites in the State of Utah for the purposes of
oil or gas production and/or the injection and disposal of fluids in connection therewith for the following described land or well:

- Blanket Bond: To cover all wells drilled in the State of Utah
- Individual Bond: Well No: _____
Section: _____ Township: _____ Range: _____
County: _____, Utah

NOW, THEREFORE, if the above bounden Principal shall comply with all the provisions of the laws of the State of Utah and the rules, orders and
requirements of the Board of Oil, Gas and Mining of the State of Utah, including, but not limited to the proper plugging and abandonment of wells
and well site restoration, then this obligation is void; otherwise, the same shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, said Principal has hereunto subscribed its name and has caused this instrument to be signed by its duly authorized
officers and its corporate or notary seal to be affixed this

_____ day of _____, 20_____.

(Corporate or Notary Seal here)

Attestee: _____ Date: _____

Marion Energy Inc.
Principal (company name)

By KERR CLARKE VICE PRESIDENT (LAW)
Name (print) Title

[Signature]
Signature

IN TESTIMONY WHEREOF, said Surety has caused this instrument to be signed by its duly authorized officers and its corporate or notary seal
to be affixed this

12 day of April, 2006.

(Corporate or Notary Seal here)

Attestee: Mueli Pagan Date: 4/12/06

U.S. Specialty Insurance Company
Surety Company (Attach Power of Attorney)

By W. Russell Brown, Jr. Attorney-in-Fact
Name (print) Title

[Signature]
Signature

13403 Northwest Freeway
Surety Mailing Address

Houston Texas 77040
City State Zip

Exhibit "A"
 Bond Coverage (Surety Bond # B002775)
 MArion Energy Inc., Operator

API Well Number	Well Name	Well Status	Field Name	County	Section	Location	Qtr/Qtr	Last produced	Years Shut-in
43-007-16009-00-00	Utah Fuel #1	Shut-in	Clear Creek	Carbon	5	14S-7E	SESW	Dec-69	36 years
43-007-16010-00-00	Utah Fuel #2	Shut-in	Clear Creek	Carbon	32	13S-7E	SWSW	Nov-64	40 years
43-007-16011-00-00	Utah Fuel #3	Shut-in	Clear Creek	Carbon	32	13S-7E	NWSE	Dec-73	32 years
43-007-16012-00-00	Utah Fuel #4	Shut-in	Clear Creek	Carbon	30	13S-7E	SWSW	Dec-58	47 years
43-007-16016-00-00	Utah Fuel #10	Shut-in	Clear Creek	Carbon	5	14S-7E	NWNE	Jan-67	39 years
43-007-30102-00-00	Utah Mineral State	Shut-in	Clear Creek	Carbon	29	13S-7E	SWNW	Jul-72	33 years
43-007-30289-00-00	Oman #2-20	Shut-in	Clear Creek	Carbon	20	13S-7E	NWNE	Mar-96	10 years
43-007-16015-00-00	Utah Fuel #8	Producing	Clear Creek	Carbon	19	13S-7E	NENW	n/a	n/a
43-007-16013-00-00	Utah Fuel #5	PA	Clear Creek	Carbon	31	13S-7E	SWSW	n/a	n/a
43-015-16021-00-00	Utah Fuel #A-1	PA	Clear Creek	Emery	6	14S-7E	SWSW	n/a	n/a

POWER OF ATTORNEY

(To be used with bonds issued on behalf of U. S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U. S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Edwin H. Frank III, W. Russell Brown, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Dollars (\$3,000,000) and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 19th day of January, 2006.

Corporate Seal

U. S. SPECIALTY INSURANCE COMPANY

By

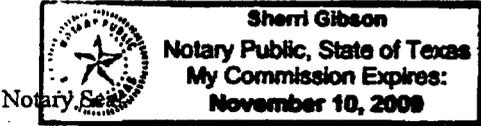
State of Texas



County of Harris ss:

Michael J. Schell, President

On this 19th day of January, 2006 before me personally came Michael J. Schell, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of U. S. SPECIALTY INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

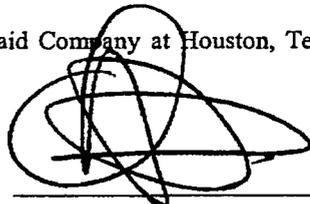


 Notary Public
My commission expires 11-10-09

I, Christopher L. Martin, Secretary of U. S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Houston, Texas this 12th day of April, 2006.

Corporate Seal



Christopher L. Martin, Secretary

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 4A

Bond No. B001617

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we (operator name) Marion Energy Inc. as Principal,
and

(surety name) U.S. Specialty Insurance Company as Surety, duly authorized
and qualified to do business in the State of Utah, are held and firmly bound unto the State of Utah in the sum of:

One Hundred Fifty Thousand and no/100 dollars (\$ \$150,000.00)
lawful money of the United States, payable to the Director of the Division of Oil, Gas and Mining, as agent of the State of Utah, for the use and
benefit of the State of Utah for the faithful payment of which we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS the Principal is or will be engaged in the drilling, re-drilling, deepening,
repairing, operating, and plugging and abandonment of a well or wells and restoring the well site or sites in the State of Utah for the purposes of
oil or gas production and/or the injection and disposal of fluids in connection therewith for the following described land or well:

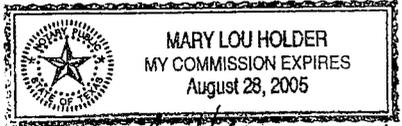
- Blanket Bond: To cover all wells drilled in the State of Utah
- Individual Bond: Well No: _____
Section: _____ Township: _____ Range: _____
County: _____, Utah

NOW, THEREFORE, if the above bounden Principal shall comply with all the provisions of the laws of the State of Utah and the rules, orders and
requirements of the Board of Oil, Gas and Mining of the State of Utah, including, but not limited to the proper plugging and abandonment of wells
and well site restoration, then this obligation is void; otherwise, the same shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, said Principal has hereunto subscribed its name and has caused this instrument to be signed by its duly authorized
officers and its corporate or notary seal to be affixed this

31 day of March, 20 05

(Corporate or Notary Seal here)



Attestee: Mary Lou Holder Date: 4/5/05

Marion Energy Inc.
Principal (company name)

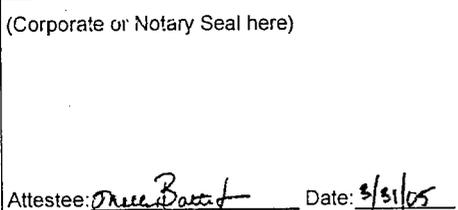
By KERI CLARKE VICE PRESIDENT AND
Name (print) Title

[Signature]
Signature

IN TESTIMONY WHEREOF, said Surety has caused this instrument to be signed by its duly authorized officers and its corporate or notary seal
to be affixed this

31 day of March, 20 05

(Corporate or Notary Seal here)



Attestee: [Signature] Date: 3/31/05

U.S. Specialty Insurance Company
Surety Company (Attach Power of Attorney)

By Edwin H. Frank, III Attorney-in-Fact
Name (print) Title

[Signature]
Signature

13403 Northwest Freeway
Surety Mailing Address

Houston Texas 77040
City State Zip

**Important Notice Regarding
Terrorism Risk Insurance Act of 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which U.S. Specialty Insurance Company is the issuing surety.

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY, IF WRITTEN, FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, WILL BE EXCLUDED IF THE U.S. GOVERNMENT FAILS TO ENACT AN EXTENSION TO TRIA OR ENACTS CHANGES TO TRIA THAT SUBSTANTIALLY CHANGE THE RISK OF LOSS THAT AN INSURER OR POLICYHOLDER HAS ASSUMED.

The rest of this page is intentionally left blank.

POWER OF ATTORNEY

PA001617

(To be used with bonds issued on behalf of U. S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U. S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Edwin H. Frank III, W. Russell Brown, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Dollars (\$3,000,000) and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Executive Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its Executive Vice President, and its corporate seal to be hereto affixed this 15th day of March, 2005.

Corporate Seal

U. S. SPECIALTY INSURANCE COMPANY

By



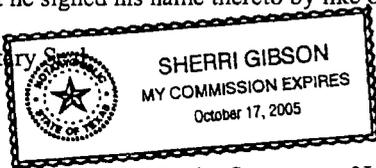
Edward H. Ellis, Jr., Executive Vice President

State of Texas

County of Harris ss:

On this 15th day of March, 2005 before me personally came Edward H. Ellis, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is Executive Vice President of U. S. SPECIALTY INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notary Seal



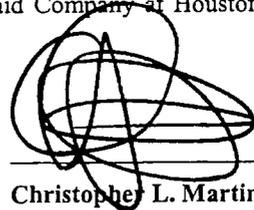
Sherrri Gibson, Notary Public

My commission expires 10-17-05

I, Christopher L. Martin, Secretary of U. S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Houston, Texas this 31st day of March, 20 05.

Corporate Seal



Christopher L. Martin, Secretary

Bond No. B001617R04-05-05

RECEIVED

APR 06 2005

SURETY RIDER

DIV. OF OIL, GAS & MINING

To be attached to and form a part of Bond No. B001617 on behalf of Marion Energy Inc., as principal and executed by U.S. Specialty Insurance Company, as surety.

Effective date of bond: March 31, 2005

Effective date of change: March 31, 2005

In consideration of the mutual agreement herein contained, the principal and the surety hereby consent to the following changes:

The penalty amount of the bond has changed from:

\$150,000.00

TO:

\$120,000.00

Nothing herein contained shall vary, alter, or extend any provision or condition of this bond except as herein expressly stated.

SIGNED, SEALED AND DATED THIS: April 5, 2005

State of Utah
Dept. of Natural Resources
Division of Oil, Gas and Mining
Name of Obligee

Earlene Russell
Signature

EARLENE RUSSELL
ENGINEERING TECHNICIAN, BONDING
Name and title of person
executing for Principal

U.S. Specialty Insurance Company
Name of Surety

W. Russell Brown, Jr.
Signature

W. Russell Brown, Jr. Attorney-in-Fact
Name and title of person
executing for Surety

Bond No. B001617R04-05-05

RECEIVED

APR 06 2005

DIV. OF OIL, GAS & MINING

SURETY RIDER

To be attached to and form a part of Bond No. B001617 on behalf of Marion Energy Inc., as principal and executed by U.S. Specialty Insurance Company, as surety.

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The penalty amount of the bond has changed from:

\$150,000.00

TO:

\$120,000.00

Nothing herein contained shall vary, alter, or extend any provision or condition of this bond except as herein expressly stated.

SIGNED, SEALED AND DATED THIS: April 5, 2005

State of Utah
Dept. of Natural Resources
Division of Oil, Gas and Mining
Name of Obligee

Earlene Russell
Signature

EARLENE RUSSELL
ENGINEERING TECHNICIAN, BONDING
Name and title of person
executing for Principal

U.S. Specialty Insurance Company
Name of Surety

W. Russell Brown, Jr.
Signature

W. Russell Brown, Jr. Attorney-in-Fact
Name and title of person
executing for Surety

POWER OF ATTORNEY

PA001617

(To be used with bonds issued on behalf of U. S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U. S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Edwin H. Frank III, W. Russell Brown, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Dollars (\$3,000,000) and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Executive Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

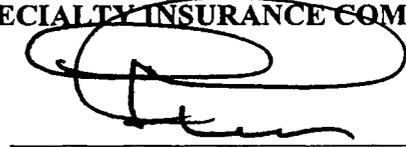
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its Executive Vice President, and its corporate seal to be hereto affixed this 15th day of March, 2005.

Corporate Seal

U. S. SPECIALTY INSURANCE COMPANY

By



Edward H. Ellis, Jr., Executive Vice President

State of Texas

County of Harris ss:

On this 15th day of March, 2005 before me personally came Edward H. Ellis, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is Executive Vice President of U. S. SPECIALTY INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notary Seal



, Notary Public

My commission expires 10-17-05

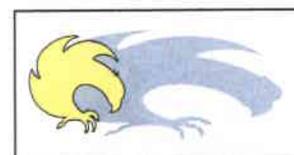
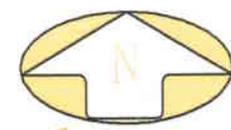
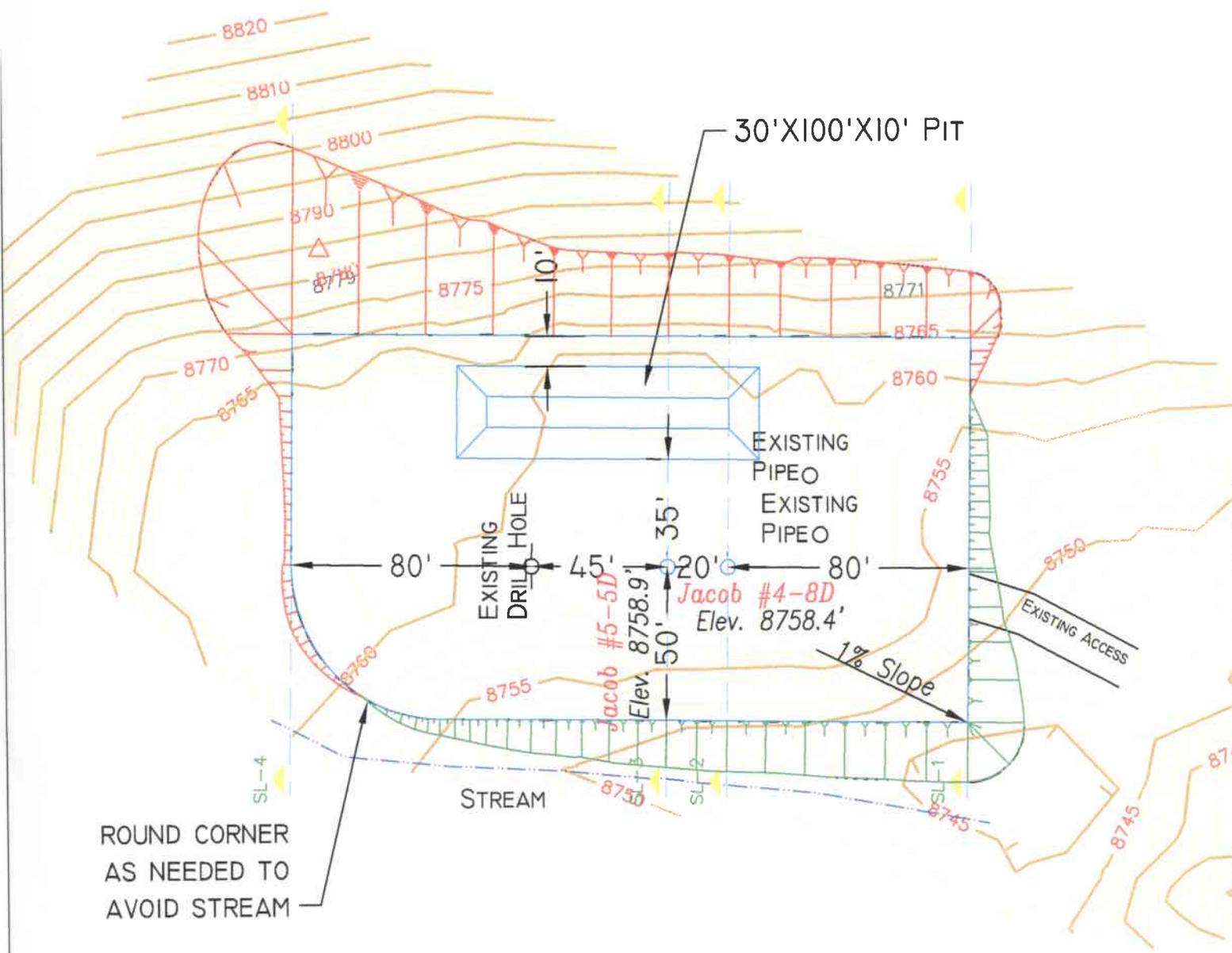
I, Christopher L. Martin, Secretary of U. S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Houston, Texas this 31st day of March, 2005.

Corporate Seal



Christopher L. Martin, Secretary



TALON RESOURCES, INC.
 195 North 100 West P.O. Box 1230
 Huntington, Utah 84528
 Phone (435)687-5310 Fax (435)687-5311
 E-Mail talonsetv.net

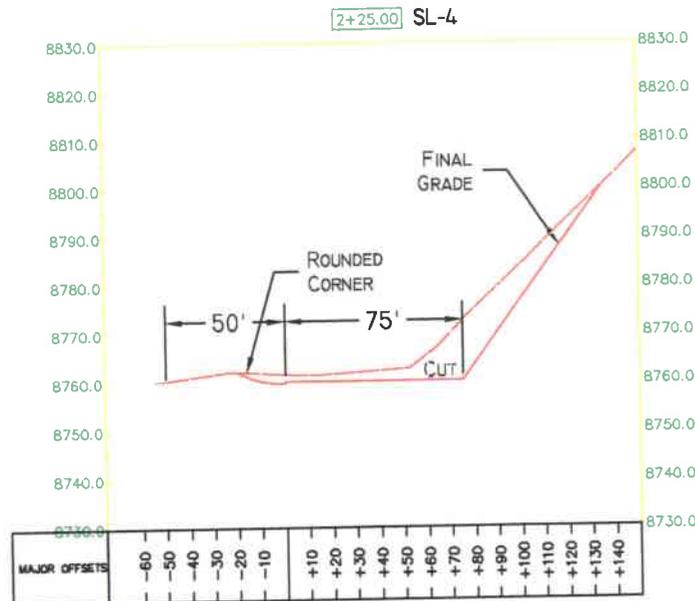
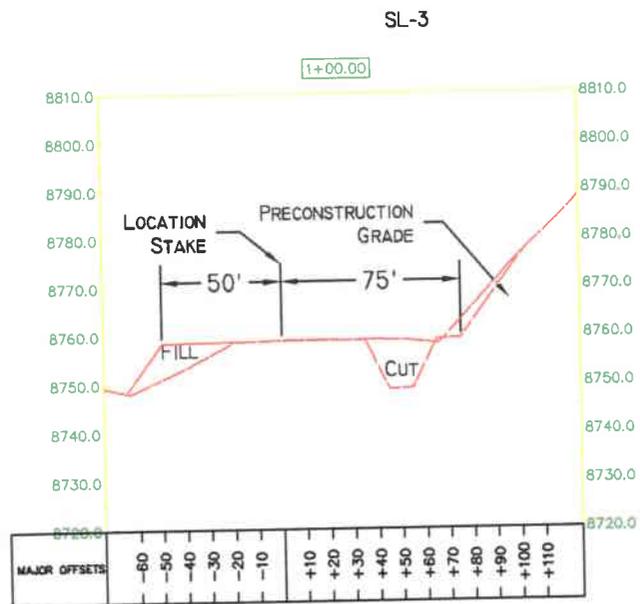
 **Marion Energy Inc.**

LOCATION LAYOUT
 Section 5, T14S, R7E, S.L.B.&M.
 JACOB #5-5

Drawn By: N. BUTKOVICH	Checked By: L.W.J.
Drawing No. A-2	Date: 5/5/06
	Scale: 1" = 50'
Sheet 2 of 4	Job No. 2154-4A

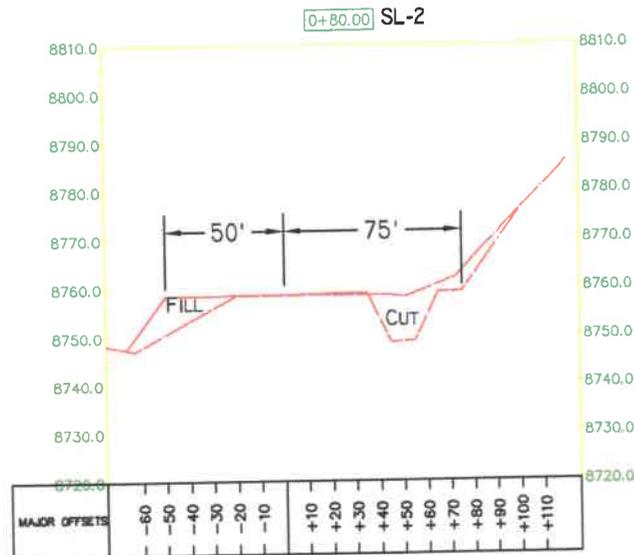
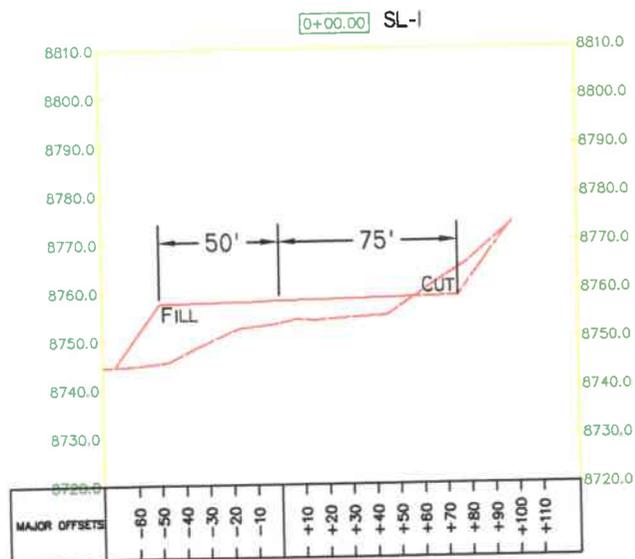
NOTE:
 A MORE DEFINITE LAYOUT TO BE
 COMPLETED WHEN WEATHER PERMITS.

Revision: 5/11/06



1"=10'
X-Section Scale
1"=20'

SLOPE = 1 1/2 : 1
(EXCEPT PIT)
PIT SLOPE = 1 : 1



APPROXIMATE YARDAGES

(6") TOPSOIL STRIPPING = 520 CU. YDS.

TOTAL CUT (INCLUDING PIT) = 2,000 CU. YDS.

TOTAL FILL = 1,775 CU. YDS.

Revision: 5/11/06



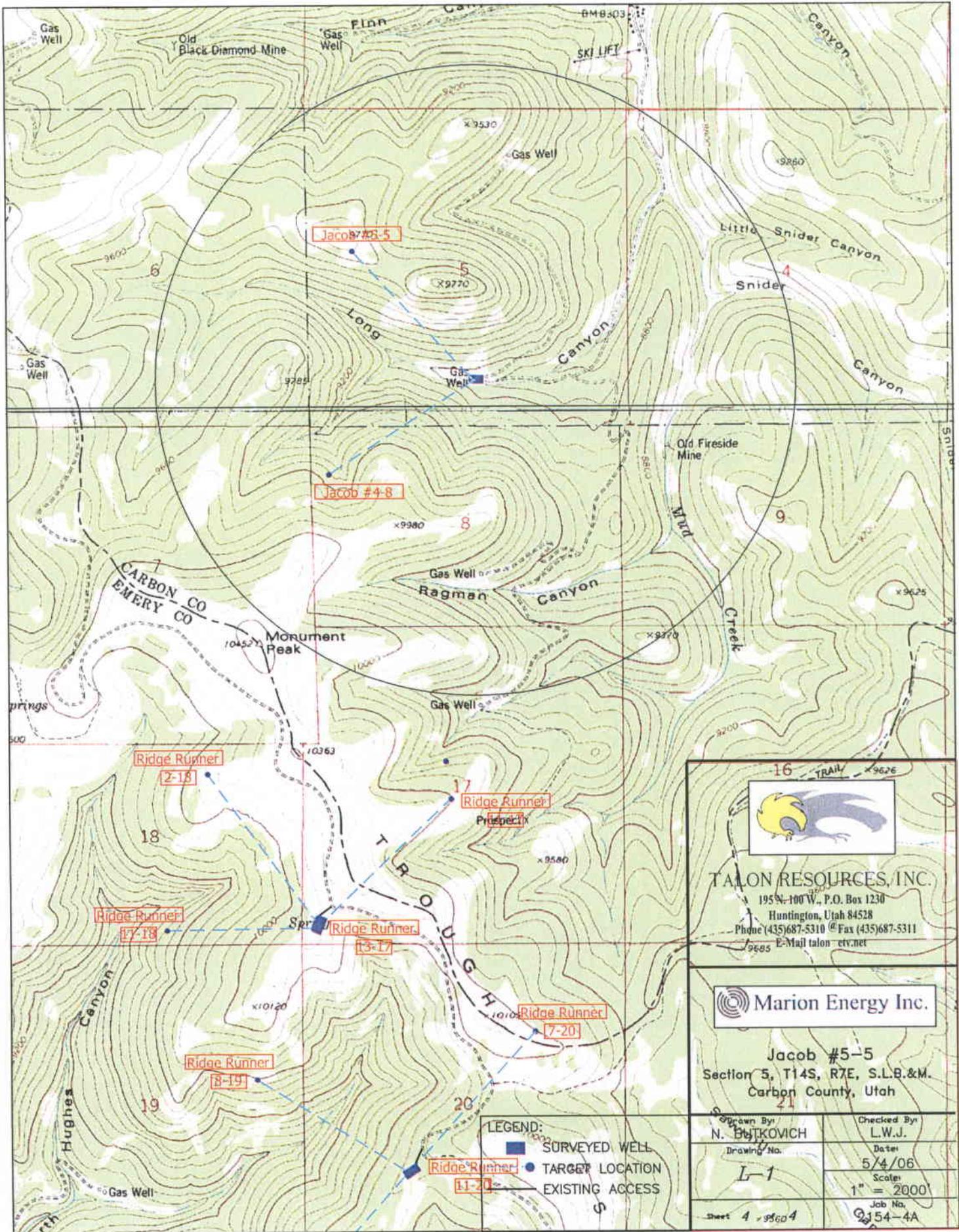
TALON RESOURCES, INC.

195 North 100 West P.O. Box 1230
Huntington, Utah 84528
Phone (435)687-5310 Fax (435)687-5311
E-Mail talonsetv.net

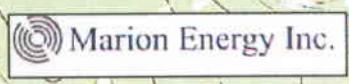
 **Marion Energy Inc.**

LOCATION LAYOUT
Section 5, T14S, R7E, S.L.B.&M.
JACOB #5-5

Drawn By: N. BUTKOVICH	Checked By: L.W.J.
Drawing No. C-1	Date: 5/5/06
	Scale: 1" = 60'
Sheet 3 of 4	Job No. 2154-4A



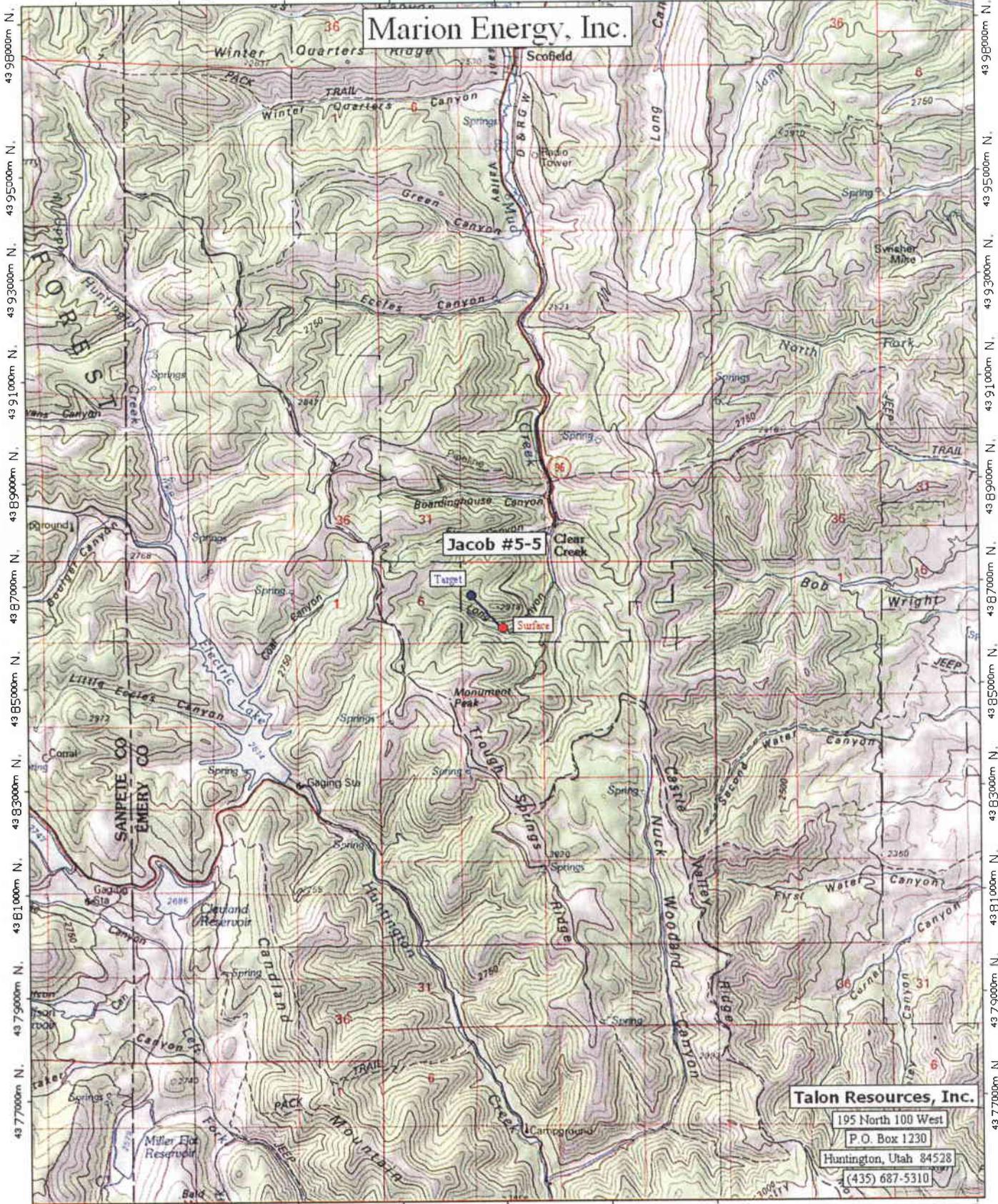
TALON RESOURCES, INC.
 195 N. 100 W., P.O. Box 1230
 Huntington, Utah 84528
 Phone (435) 687-5310 @ Fax (435) 687-5311
 E-Mail talon@etv.net



Jacob #5-5
 Section 5, T14S, R7E, S.L.B.&M.
 Carbon County, Utah

LEGEND:
 ■ SURVEYED WELL
 ● TARGET LOCATION
 — EXISTING ACCESS

Drawn By N. BUTKOVICH	Checked By L.W.J.
Drawing No. L-1	Date 5/4/06
	Scale 1" = 2000'
Sheet 4 of 95604	Job No. Q154-4A



Talon Resources, Inc.

195 North 100 West

P.O. Box 1230

Huntington, Utah 84528

(435) 687-5310

Marion Energy, Inc.
Jacob #5-5
Utah North Zone
8760' GL + 17' KB Included



WELL DETAILS

Name	+N/-S	+E/-W	Latitude	Longitude	Slot
Jacob #5-5	0.00	0.00	38°07'11.008N	118°27'22.609W	N/A

TARGET DETAILS

Name	TVD	+N/-S	+E/-W	Northing	Easting	Latitude	Longitude	Shape
Ferron	4510.00	2070.00	-2030.00	0.00	0.00	00°00'00.000S	000°00'00.000W	Point

SECTION DETAILS

Sec	MD	Inc	Azi	TVD	+N/-S	+E/-W	DLeg	TFace	VSec	Target
1	0.00	0.00	315.56	0.00	0.00	0.00	0.00	0.00	0.00	
2	1186.64	0.00	315.56	1186.64	0.00	0.00	0.00	0.00	0.00	
3	2853.30	50.00	315.56	2649.67	487.09	-477.68	3.00	315.56	682.23	
4	5747.46	50.00	315.56	4510.00	2070.00	-2030.00	0.00	0.00	2899.28	Ferron
5	6680.89	50.00	315.56	5110.00	2580.53	-2530.66	0.00	0.00	3614.33	

FIELD DETAILS

Utah Field
 Geodetic System: US State Plane Coordinate System 1927
 Ellipsoid: NAD27 (Clarke 1866)
 Zone: Utah, Central Zone
 Magnetic Model: igrf2005
 System Datum: Mean Sea Level
 Local North: Grid North

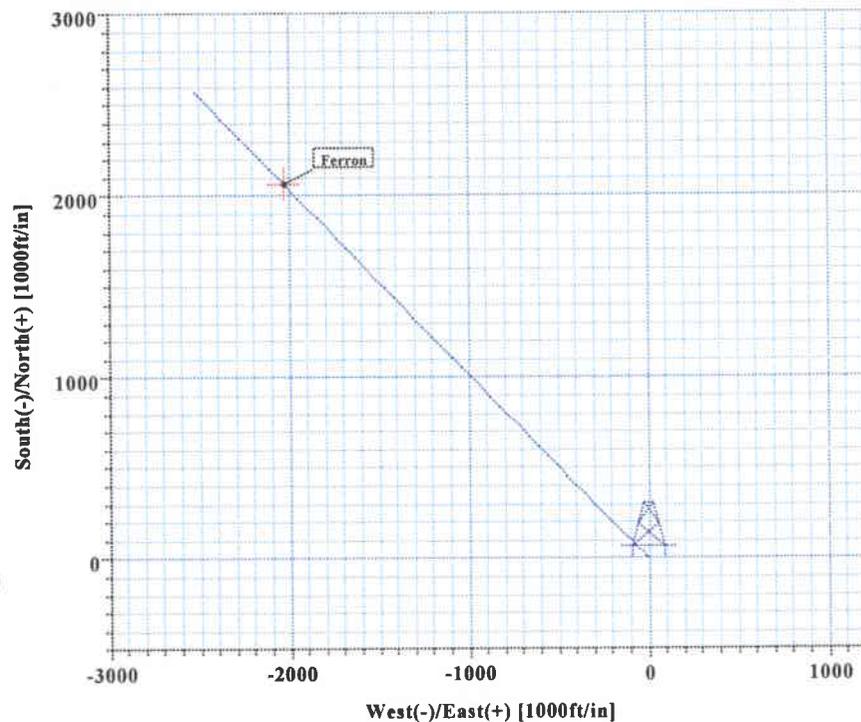
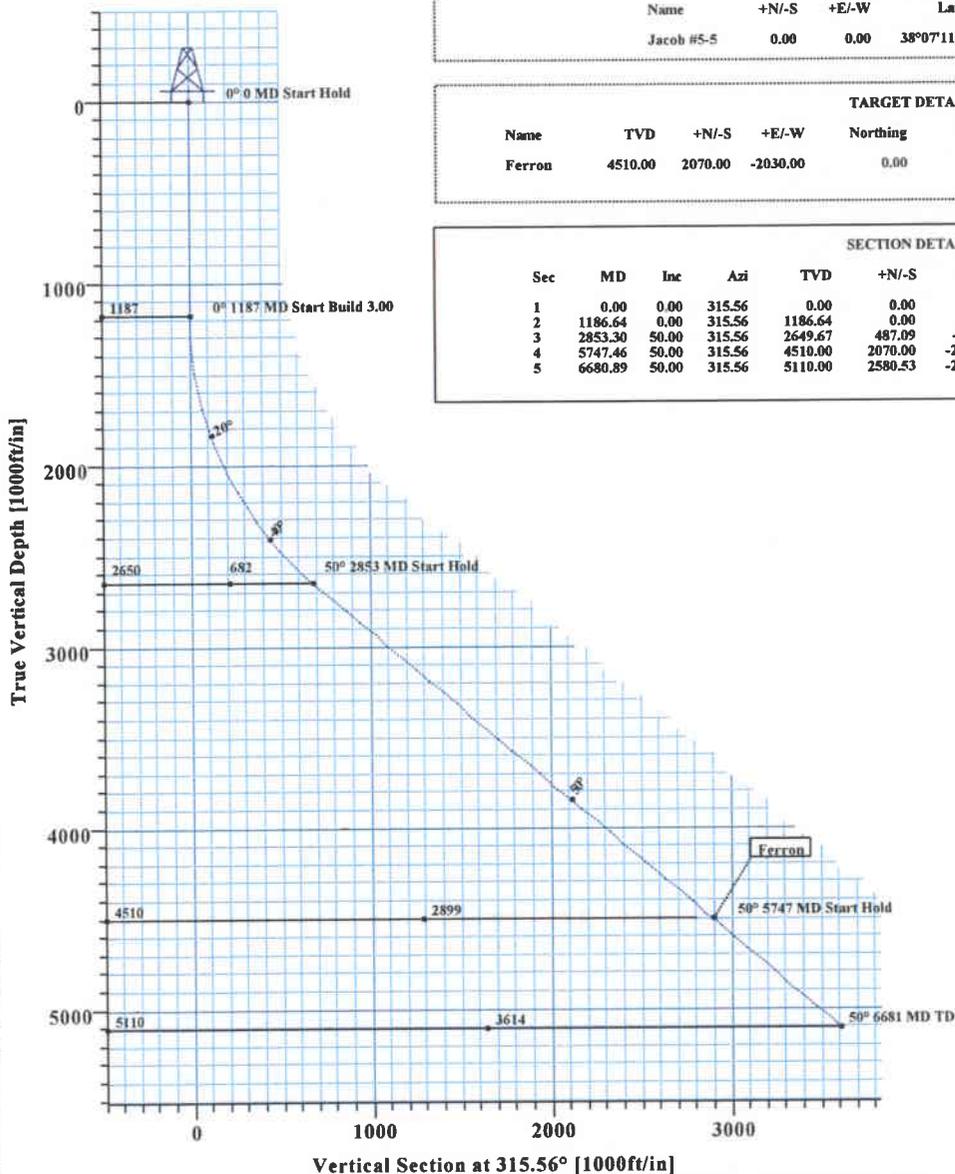
SITE DETAILS

Jacob #5-5
 Ground Level: 8760.00
 Positional Uncertainty: 0.00
 Convergence: 0.00

File: Jacob #5-5.gp02

Created By: M. Connolly Date: 12/22/2005

Checked: _____ Date: _____
 Reviewed: _____ Date: _____
 Approved: _____ Date: _____



Weatherford International Planning Report

Company: Marion Energy, Inc.	Date: 12/22/2005	Time: 11:35:54	Page: 1
Field: Utah Field	Co-ordinate(NE) Reference: Site: Jacob #5-5, Grid North	Vertical (TVD) Reference: SITE 8777.0	
Site: Jacob #5-5	Section (VS) Reference: Well (0.00N,0.00E,315.56Azi)	Plan: Generic #2 - Build & Hold	
Well: Jacob #5-5			
Wellpath: 1			

Field: Utah Field

Map System: US State Plane Coordinate System 1927
Geo Datum: NAD27 (Clarke 1866)
Sys Datum: Mean Sea Level

Map Zone: Utah, Central Zone
Coordinate System: Site Centre
Geomagnetic Model: igrf2005

Site: Jacob #5-5

Site Position:	Northing:	ft	Latitude:	
From: Local Only	Easting:	ft	Longitude:	
Position Uncertainty: 0.00 ft			North Reference:	Grid
Ground Level: 8760.00 ft			Grid Convergence:	deg

Well: Jacob #5-5

Slot Name:

Well Position:	+N/-S	0.00 ft	Northing:	ft	Latitude:
	+E/-W	0.00 ft	Easting :	ft	Longitude:
Position Uncertainty:		0.00 ft			

Wellpath: 1

Current Datum: SITE	Height 8777.00 ft	Drilled From: Surface	Tie-on Depth: 0.00 ft	Above System Datum: Mean Sea Level
Magnetic Data: 9/13/2005		Declination: -6.62 deg		Mag Dip Angle: -28.61 deg
Field Strength: 31516 nT		+N/-S	+E/-W	Direction
Vertical Section: Depth From (TVD)	ft	ft	ft	deg
	0.00	0.00	0.00	315.56

Plan: Generic #2 - Build & Hold

Date Composed: 9/13/2005
Version: 1
Tied-to: From Surface

Principal: Yes

Plan Section Information

MD ft	Incl deg	Azim deg	TVD ft	+N/-S ft	+E/-W ft	DLS deg/100ft	Build deg/100ft	Turn deg/100ft	TFO deg	Target
0.00	0.00	315.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1186.64	0.00	315.56	1186.64	0.00	0.00	0.00	0.00	0.00	0.00	
2853.30	50.00	315.56	2649.67	487.09	-477.68	3.00	3.00	0.00	315.56	
5747.46	50.00	315.56	4510.00	2070.00	-2030.00	0.00	0.00	0.00	0.00	Ferron
6680.89	50.00	315.56	5110.00	2580.53	-2530.66	0.00	0.00	0.00	0.00	

Section 1 : Start Hold

MD ft	Incl deg	Azim deg	TVD ft	+N/-S ft	+E/-W ft	VS ft	DLS deg/100ft	Build deg/100ft	Turn deg/100ft	TFO deg
0.00	0.00	315.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100.00	0.00	315.56	1100.00	0.00	0.00	0.00	0.00	0.00	0.00	315.56
1186.64	0.00	315.56	1186.64	0.00	0.00	0.00	0.00	0.00	0.00	315.56

Section 2 : Start Build 3.00

MD ft	Incl deg	Azim deg	TVD ft	+N/-S ft	+E/-W ft	VS ft	DLS deg/100ft	Build deg/100ft	Turn deg/100ft	TFO deg
1200.00	0.40	315.56	1200.00	0.03	-0.03	0.05	3.00	3.00	0.00	0.00
1300.00	3.40	315.56	1299.93	2.40	-2.36	3.36	3.00	3.00	0.00	0.00
1400.00	6.40	315.56	1399.56	8.50	-8.34	11.91	3.00	3.00	0.00	0.00
1500.00	9.40	315.56	1498.60	18.31	-17.96	25.65	3.00	3.00	0.00	0.00
1600.00	12.40	315.56	1596.78	31.81	-31.20	44.56	3.00	3.00	0.00	0.00
1700.00	15.40	315.56	1693.84	48.96	-48.02	68.58	3.00	3.00	0.00	0.00
1800.00	18.40	315.56	1789.51	69.72	-68.37	97.65	3.00	3.00	0.00	0.00
1900.00	21.40	315.56	1883.53	94.02	-92.20	131.68	3.00	3.00	0.00	0.00
2000.00	24.40	315.56	1975.64	121.80	-119.45	170.59	3.00	3.00	0.00	0.00
2100.00	27.40	315.56	2065.58	152.98	-150.03	214.27	3.00	3.00	0.00	0.00
2200.00	30.40	315.56	2153.12	187.49	-183.86	262.59	3.00	3.00	0.00	0.00

Weatherford International Planning Report

Company: Marion Energy, Inc.	Date: 12/22/2005	Time: 11:35:54	Page: 2
Field: Utah Field	Co-ordinate(NE) Reference: Site: Jacob #5-5, Grid North		
Site: Jacob #5-5	Vertical (TVD) Reference: SITE 8777.0		
Well: Jacob #5-5	Section (VS) Reference: Well (0.00N,0.00E,315.56Azi)		
Wellpath: 1	Plan: Generic #2 - Build & Hold		

Section 2 : Start Build 3.00

MD ft	Incl deg	Azim deg	TVD ft	+N/-S ft	+E/-W ft	VS ft	DLS deg/100ft	Build deg/100ft	Turn deg/100ft	TFO deg
2300.00	33.40	315.56	2238.00	225.21	-220.86	315.43	3.00	3.00	0.00	0.00
2400.00	36.40	315.56	2320.01	266.06	-260.92	372.64	3.00	3.00	0.00	0.00
2500.00	39.40	315.56	2398.91	309.91	-303.92	434.07	3.00	3.00	0.00	0.00
2600.00	42.40	315.56	2474.48	356.65	-349.76	499.53	3.00	3.00	0.00	0.00
2700.00	45.40	315.56	2546.53	406.15	-398.31	568.87	3.00	3.00	0.00	0.00
2800.00	48.40	315.56	2614.85	458.28	-449.43	641.88	3.00	3.00	0.00	0.00
2853.30	50.00	315.56	2649.67	487.09	-477.68	682.23	3.00	3.00	0.00	0.03

Section 3 : Start Hold

MD ft	Incl deg	Azim deg	TVD ft	+N/-S ft	+E/-W ft	VS ft	DLS deg/100ft	Build deg/100ft	Turn deg/100ft	TFO deg
2900.00	50.00	315.56	2679.69	512.63	-502.72	718.00	0.00	0.00	0.00	-90.00
3000.00	50.00	315.56	2743.97	567.32	-556.36	794.60	0.00	0.00	0.00	0.00
3100.00	50.00	315.56	2808.25	622.02	-610.00	871.21	0.00	0.00	0.00	0.00
3200.00	50.00	315.56	2872.53	676.71	-663.63	947.81	0.00	0.00	0.00	0.00
3300.00	50.00	315.56	2936.80	731.40	-717.27	1024.41	0.00	0.00	0.00	0.00
3400.00	50.00	315.56	3001.08	786.10	-770.91	1101.02	0.00	0.00	0.00	0.00
3500.00	50.00	315.56	3065.36	840.79	-824.54	1177.62	0.00	0.00	0.00	0.00
3600.00	50.00	315.56	3129.64	895.48	-878.18	1254.23	0.00	0.00	0.00	0.00
3700.00	50.00	315.56	3193.92	950.18	-931.82	1330.83	0.00	0.00	0.00	0.00
3800.00	50.00	315.56	3258.20	1004.87	-985.45	1407.44	0.00	0.00	0.00	0.00
3900.00	50.00	315.56	3322.48	1059.56	-1039.09	1484.04	0.00	0.00	0.00	0.00
4000.00	50.00	315.56	3386.76	1114.26	-1092.73	1560.65	0.00	0.00	0.00	0.00
4100.00	50.00	315.56	3451.03	1168.95	-1146.36	1637.25	0.00	0.00	0.00	0.00
4200.00	50.00	315.56	3515.31	1223.64	-1200.00	1713.85	0.00	0.00	0.00	0.00
4300.00	50.00	315.56	3579.59	1278.34	-1253.63	1790.46	0.00	0.00	0.00	0.00
4400.00	50.00	315.56	3643.87	1333.03	-1307.27	1867.06	0.00	0.00	0.00	0.00
4500.00	50.00	315.56	3708.15	1387.72	-1360.91	1943.67	0.00	0.00	0.00	0.00
4600.00	50.00	315.56	3772.43	1442.42	-1414.54	2020.27	0.00	0.00	0.00	0.00
4700.00	50.00	315.56	3836.71	1497.11	-1468.18	2096.88	0.00	0.00	0.00	0.00
4800.00	50.00	315.56	3900.99	1551.80	-1521.82	2173.48	0.00	0.00	0.00	0.00
4900.00	50.00	315.56	3965.27	1606.50	-1575.45	2250.09	0.00	0.00	0.00	0.00
5000.00	50.00	315.56	4029.54	1661.19	-1629.09	2326.69	0.00	0.00	0.00	0.00
5100.00	50.00	315.56	4093.82	1715.88	-1682.73	2403.29	0.00	0.00	0.00	0.00
5200.00	50.00	315.56	4158.10	1770.58	-1736.36	2479.90	0.00	0.00	0.00	0.00
5300.00	50.00	315.56	4222.38	1825.27	-1790.00	2556.50	0.00	0.00	0.00	0.00
5400.00	50.00	315.56	4286.66	1879.96	-1843.64	2633.11	0.00	0.00	0.00	0.00
5500.00	50.00	315.56	4350.94	1934.66	-1897.27	2709.71	0.00	0.00	0.00	0.00
5600.00	50.00	315.56	4415.22	1989.35	-1950.91	2786.32	0.00	0.00	0.00	0.00
5700.00	50.00	315.56	4479.50	2044.04	-2004.55	2862.92	0.00	0.00	0.00	0.00
5747.46	50.00	315.56	4510.00	2070.00	-2030.00	2899.28	0.00	0.00	0.00	90.00

Section 4 : Start Hold

MD ft	Incl deg	Azim deg	TVD ft	+N/-S ft	+E/-W ft	VS ft	DLS deg/100ft	Build deg/100ft	Turn deg/100ft	TFO deg
5800.00	50.00	315.56	4543.77	2098.74	-2058.18	2939.53	0.00	0.00	0.00	-90.00
5900.00	50.00	315.56	4608.05	2153.43	-2111.82	3016.13	0.00	0.00	0.00	0.00
6000.00	50.00	315.56	4672.33	2208.12	-2165.46	3092.73	0.00	0.00	0.00	0.00
6100.00	50.00	315.56	4736.61	2262.82	-2219.09	3169.34	0.00	0.00	0.00	0.00
6200.00	50.00	315.56	4800.89	2317.51	-2272.73	3245.94	0.00	0.00	0.00	0.00
6300.00	50.00	315.56	4865.17	2372.20	-2326.36	3322.55	0.00	0.00	0.00	0.00
6400.00	50.00	315.56	4929.45	2426.90	-2380.00	3399.15	0.00	0.00	0.00	0.00
6500.00	50.00	315.56	4993.73	2481.59	-2433.64	3475.76	0.00	0.00	0.00	0.00
6600.00	50.00	315.56	5058.00	2536.28	-2487.27	3552.36	0.00	0.00	0.00	0.00
6680.89	50.00	315.56	5110.00	2580.53	-2530.66	3614.33	0.00	0.00	0.00	90.00

Weatherford International Planning Report

Company: Marion Energy, Inc.
Field: Utah Field
Site: Jacob #5-5
Well: Jacob #5-5
Wellpath: 1

Date: 12/22/2005 **Time:** 11:35:54
Co-ordinate(NE) Reference: Site: Jacob #5-5, Grid North
Vertical (TVD) Reference: SITE 8777.0
Section (VS) Reference: Well (0.00N,0.00E,315.56Azi)
Plan: Generic #2 - Build & Hold

Page: 3

Survey

MD ft	Incl deg	Azim deg	TVD ft	+N/-S ft	+E/-W ft	VS ft	DLS deg/100ft	Build deg/100ft	Turn deg/100ft	Tool/Comment
1100.00	0.00	315.56	1100.00	0.00	0.00	0.00	0.00	0.00	0.00	
1186.64	0.00	315.56	1186.64	0.00	0.00	0.00	0.00	0.00	0.00	
1200.00	0.40	315.56	1200.00	0.03	-0.03	0.05	3.00	3.00	0.00	
1300.00	3.40	315.56	1299.93	2.40	-2.36	3.36	3.00	3.00	0.00	
1400.00	6.40	315.56	1399.56	8.50	-8.34	11.91	3.00	3.00	0.00	
1500.00	9.40	315.56	1498.60	18.31	-17.96	25.65	3.00	3.00	0.00	
1600.00	12.40	315.56	1596.78	31.81	-31.20	44.56	3.00	3.00	0.00	
1700.00	15.40	315.56	1693.84	48.96	-48.02	68.58	3.00	3.00	0.00	
1800.00	18.40	315.56	1789.51	69.72	-68.37	97.65	3.00	3.00	0.00	
1900.00	21.40	315.56	1883.53	94.02	-92.20	131.68	3.00	3.00	0.00	
2000.00	24.40	315.56	1975.64	121.80	-119.45	170.59	3.00	3.00	0.00	
2100.00	27.40	315.56	2065.58	152.98	-150.03	214.27	3.00	3.00	0.00	
2200.00	30.40	315.56	2153.12	187.49	-183.86	262.59	3.00	3.00	0.00	
2300.00	33.40	315.56	2238.00	225.21	-220.86	315.43	3.00	3.00	0.00	
2400.00	36.40	315.56	2320.01	266.06	-260.92	372.64	3.00	3.00	0.00	
2500.00	39.40	315.56	2398.91	309.91	-303.92	434.07	3.00	3.00	0.00	
2600.00	42.40	315.56	2474.48	356.65	-349.76	499.53	3.00	3.00	0.00	
2700.00	45.40	315.56	2546.53	406.15	-398.31	568.87	3.00	3.00	0.00	
2800.00	48.40	315.56	2614.85	458.28	-449.43	641.88	3.00	3.00	0.00	
2853.30	50.00	315.56	2649.67	487.09	-477.68	682.23	3.00	3.00	0.00	
2900.00	50.00	315.56	2679.69	512.63	-502.72	718.00	0.00	0.00	0.00	
3000.00	50.00	315.56	2743.97	567.32	-556.36	794.60	0.00	0.00	0.00	
3100.00	50.00	315.56	2808.25	622.02	-610.00	871.21	0.00	0.00	0.00	
3200.00	50.00	315.56	2872.53	676.71	-663.63	947.81	0.00	0.00	0.00	
3300.00	50.00	315.56	2936.80	731.40	-717.27	1024.41	0.00	0.00	0.00	
3400.00	50.00	315.56	3001.08	786.10	-770.91	1101.02	0.00	0.00	0.00	
3500.00	50.00	315.56	3065.36	840.79	-824.54	1177.62	0.00	0.00	0.00	
3600.00	50.00	315.56	3129.64	895.48	-878.18	1254.23	0.00	0.00	0.00	
3700.00	50.00	315.56	3193.92	950.18	-931.82	1330.83	0.00	0.00	0.00	
3800.00	50.00	315.56	3258.20	1004.87	-985.45	1407.44	0.00	0.00	0.00	
3900.00	50.00	315.56	3322.48	1059.56	-1039.09	1484.04	0.00	0.00	0.00	
4000.00	50.00	315.56	3386.76	1114.26	-1092.73	1560.65	0.00	0.00	0.00	
4100.00	50.00	315.56	3451.03	1168.95	-1146.36	1637.25	0.00	0.00	0.00	
4200.00	50.00	315.56	3515.31	1223.64	-1200.00	1713.85	0.00	0.00	0.00	
4300.00	50.00	315.56	3579.59	1278.34	-1253.63	1790.46	0.00	0.00	0.00	
4400.00	50.00	315.56	3643.87	1333.03	-1307.27	1867.06	0.00	0.00	0.00	
4500.00	50.00	315.56	3708.15	1387.72	-1360.91	1943.67	0.00	0.00	0.00	
4600.00	50.00	315.56	3772.43	1442.42	-1414.54	2020.27	0.00	0.00	0.00	
4700.00	50.00	315.56	3836.71	1497.11	-1468.18	2096.88	0.00	0.00	0.00	
4800.00	50.00	315.56	3900.99	1551.80	-1521.82	2173.48	0.00	0.00	0.00	
4900.00	50.00	315.56	3965.27	1606.50	-1575.45	2250.09	0.00	0.00	0.00	
5000.00	50.00	315.56	4029.54	1661.19	-1629.09	2326.69	0.00	0.00	0.00	
5100.00	50.00	315.56	4093.82	1715.88	-1682.73	2403.29	0.00	0.00	0.00	
5200.00	50.00	315.56	4158.10	1770.58	-1736.36	2479.90	0.00	0.00	0.00	
5300.00	50.00	315.56	4222.38	1825.27	-1790.00	2556.50	0.00	0.00	0.00	
5400.00	50.00	315.56	4286.66	1879.96	-1843.64	2633.11	0.00	0.00	0.00	
5500.00	50.00	315.56	4350.94	1934.66	-1897.27	2709.71	0.00	0.00	0.00	
5600.00	50.00	315.56	4415.22	1989.35	-1950.91	2786.32	0.00	0.00	0.00	
5700.00	50.00	315.56	4479.50	2044.04	-2004.55	2862.92	0.00	0.00	0.00	
5747.46	50.00	315.56	4510.00	2070.00	-2030.00	2899.28	0.00	0.00	0.00	Ferron
5800.00	50.00	315.56	4543.77	2098.74	-2058.18	2939.53	0.00	0.00	0.00	
5900.00	50.00	315.56	4608.05	2153.43	-2111.82	3016.13	0.00	0.00	0.00	
6000.00	50.00	315.56	4672.33	2208.12	-2165.46	3092.73	0.00	0.00	0.00	
6100.00	50.00	315.56	4736.61	2262.82	-2219.09	3169.34	0.00	0.00	0.00	

Weatherford International Planning Report

Company: Marion Energy, Inc.
Field: Utah Field
Site: Jacob #5-5
Well: Jacob #5-5
Wellpath: 1

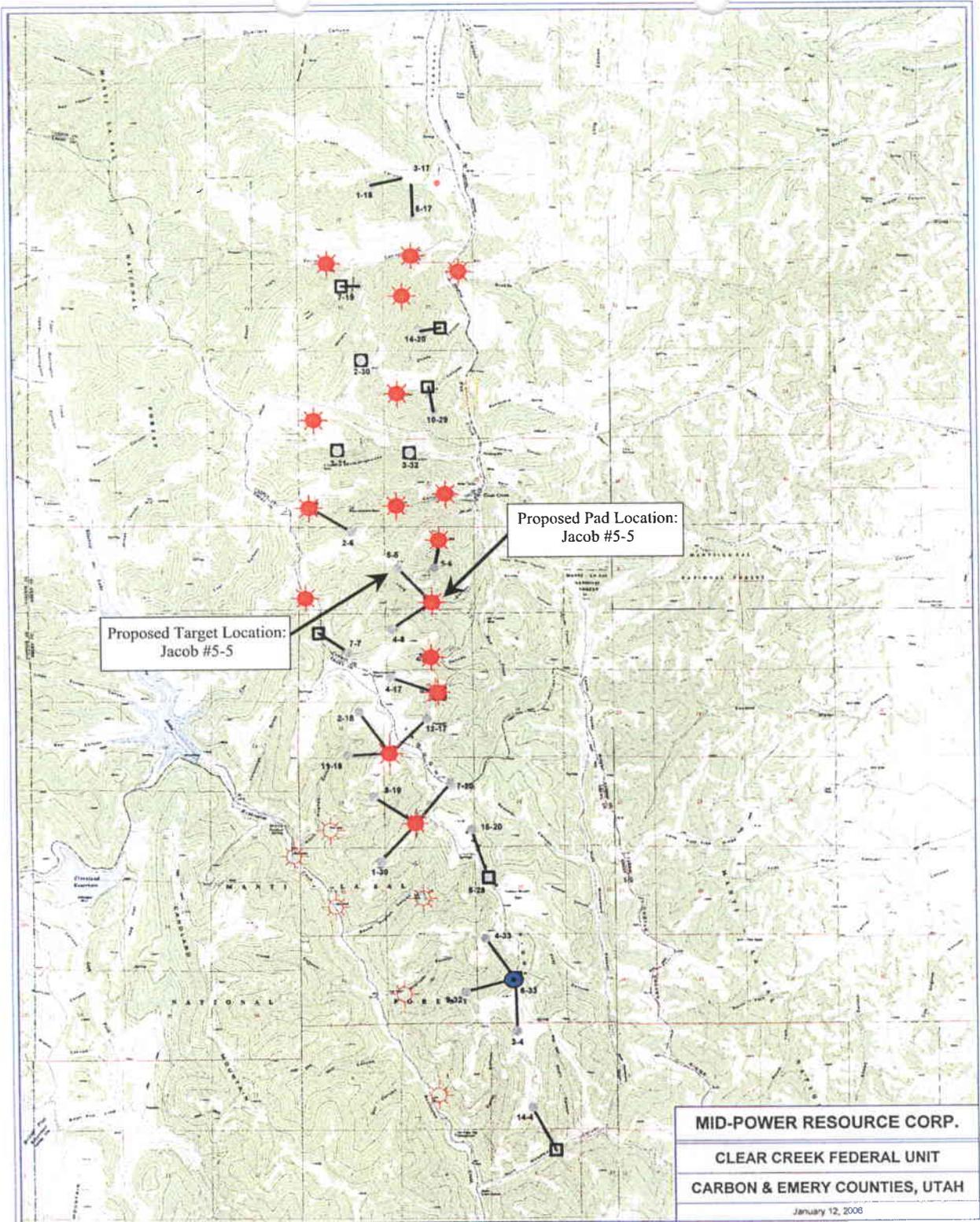
Date: 12/22/2005 **Time:** 11:35:54 **Page:** 4
Co-ordinate(NE) Reference: Site: Jacob #5-5, Grid North
Vertical (TVD) Reference: SITE 8777.0
Section (VS) Reference: Well (0.00N,0.00E,315.56Azi)
Plan: Generic #2 - Build & Hold

Survey

MD ft	Incl deg	Azim deg	TVD ft	+N/-S ft	+E/-W ft	VS ft	DLS deg/100ft	Build deg/100ft	Turn deg/100ft	Tool/Comment
6200.00	50.00	315.56	4800.89	2317.51	-2272.73	3245.94	0.00	0.00	0.00	
6300.00	50.00	315.56	4865.17	2372.20	-2326.36	3322.55	0.00	0.00	0.00	
6400.00	50.00	315.56	4929.45	2426.90	-2380.00	3399.15	0.00	0.00	0.00	
6500.00	50.00	315.56	4993.73	2481.59	-2433.64	3475.76	0.00	0.00	0.00	
6600.00	50.00	315.56	5058.00	2536.28	-2487.27	3552.36	0.00	0.00	0.00	
6680.89	50.00	315.56	5110.00	2580.53	-2530.66	3614.33	0.00	0.00	0.00	

Targets

Name	Description	TVD ft	+N/-S ft	+E/-W ft	Map Northing ft	Map Easting ft	← Latitude →			← Longitude →				
							Deg	Min	Sec	Deg	Min	Sec		
Ferron	-Plan hit target	4510.00	2070.00	-2030.00			38	7	11.050	N	118	27	21.926	W



PETRA 1/12/2006 11:20:37 AM

LEGEND

- Proposed Target Location
- Proposed Pad Location
- Proposed Vertical Location
- Existing Pad
- Existing Directional Target Location



MID-POWER RESOURCE CORP.

CLEAR CREEK FEDERAL UNIT

CARBON & EMERY COUNTIES, UTAH

January 12, 2006

Marion Energy Inc.

Directional Well - Jacob #5-5
 SE Section 5 T. 14S., R 7 E., S.L.B.
 Surface Location: 758' FSL, 2504.35 FEL/ SE Section 5 14S-7E
 NW Section 5 T. 14S., R. 7E., S.L.B.
 Target Location: 2430' FNL, 700' FWL/ NW Section 5 14S-7E



Marion Energy Inc.

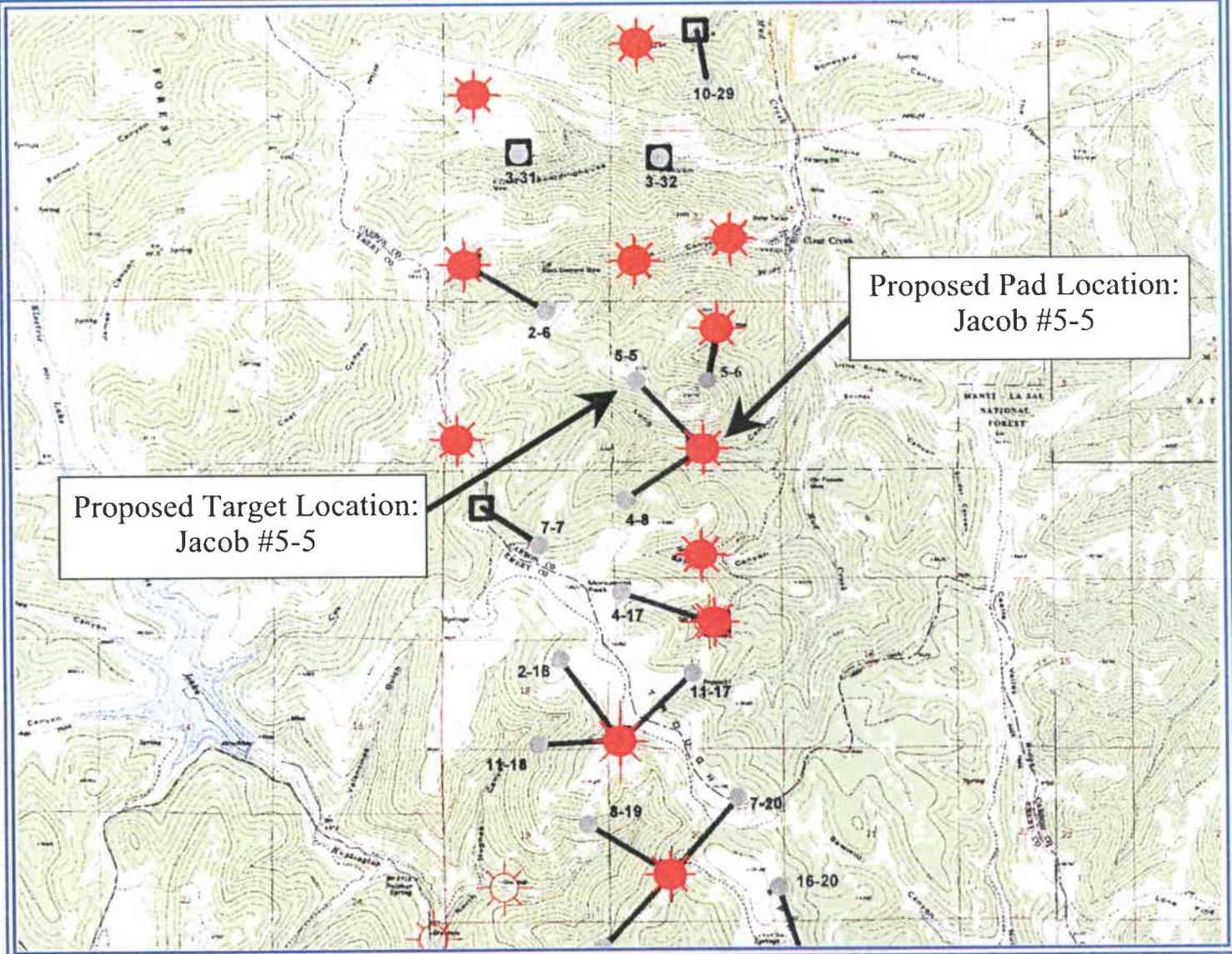
119 South Tennessee, Suite 200
 McKinney, Texas 75069
 Tel: (972) 540-2967
 Fax: (972) 547-0442

Topographic Map

Created on May 8th 2006

Created by John Pinkerton

Revised: MM-DD-YY



Proposed Target Location:
Jacob #5-5

Proposed Pad Location:
Jacob #5-5

LEGEND

- Proposed Target Location
- Proposed Pad Location
- Proposed Vertical Location
- ★ Existing Pad
- ★ Existing Directional Target Location



Marion Energy Inc.

Directional Well - Jacob #5-5
 SE Section 5 T. 14S., R 7 E., S.L.B.
 Surface Location: 758' FSL, 2504.35 FEL, / SE Section 5 14S-7E
 NW Section 5 T. 14S., R. 7E., S.L.B.
 Target Location: 2430' FNL, 700' FWL / NW Section 5 14S-7E

Topographic Map

Created on May 8th 2006

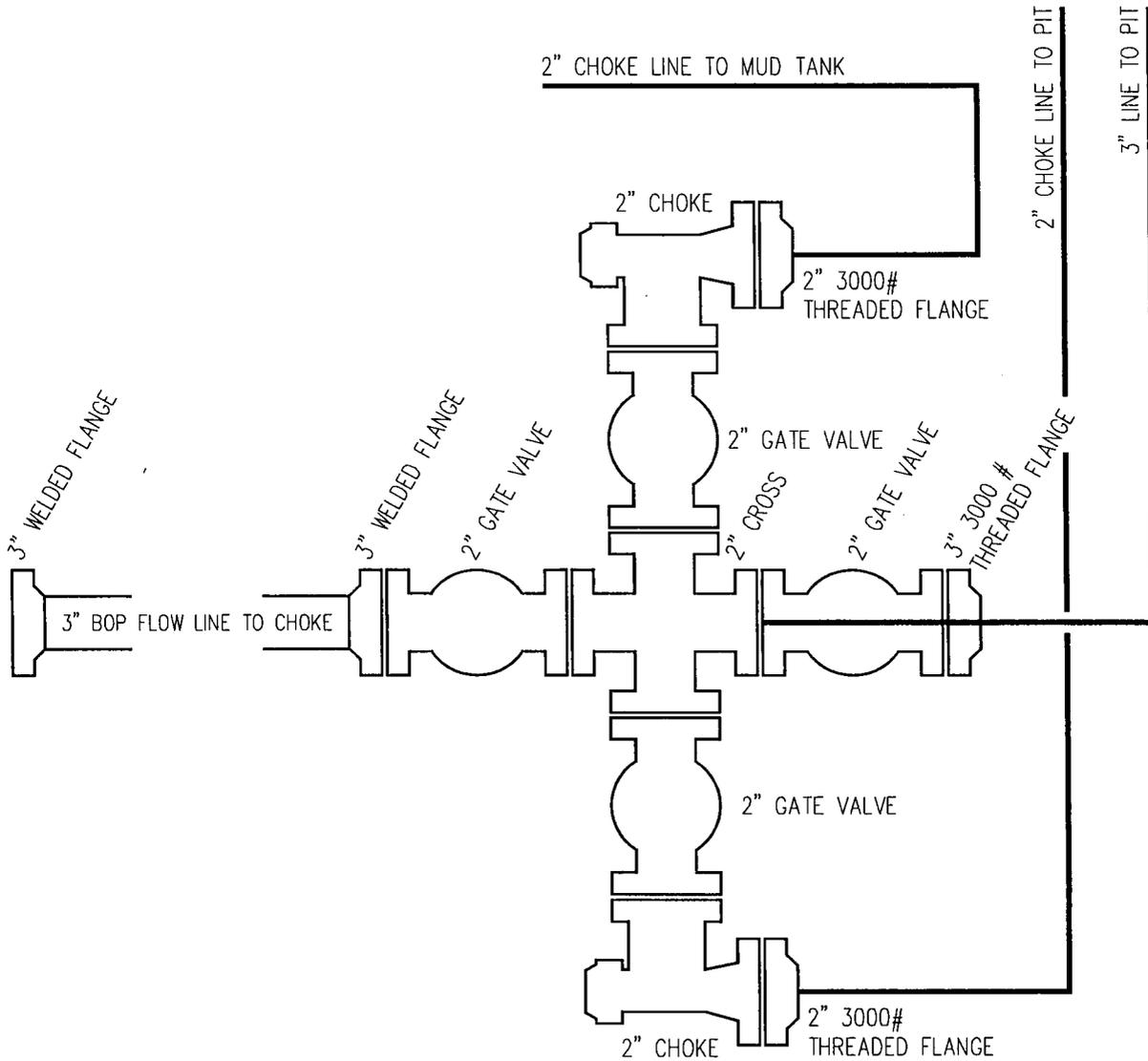
Created by John Pinkerton

Revised: MM-DD-YY



Marion Energy Inc.

119 South Tennessee, Suite 200
 McKinney, Texas 75069
 Tel: (972) 540-2967
 Fax: (972) 547-0442



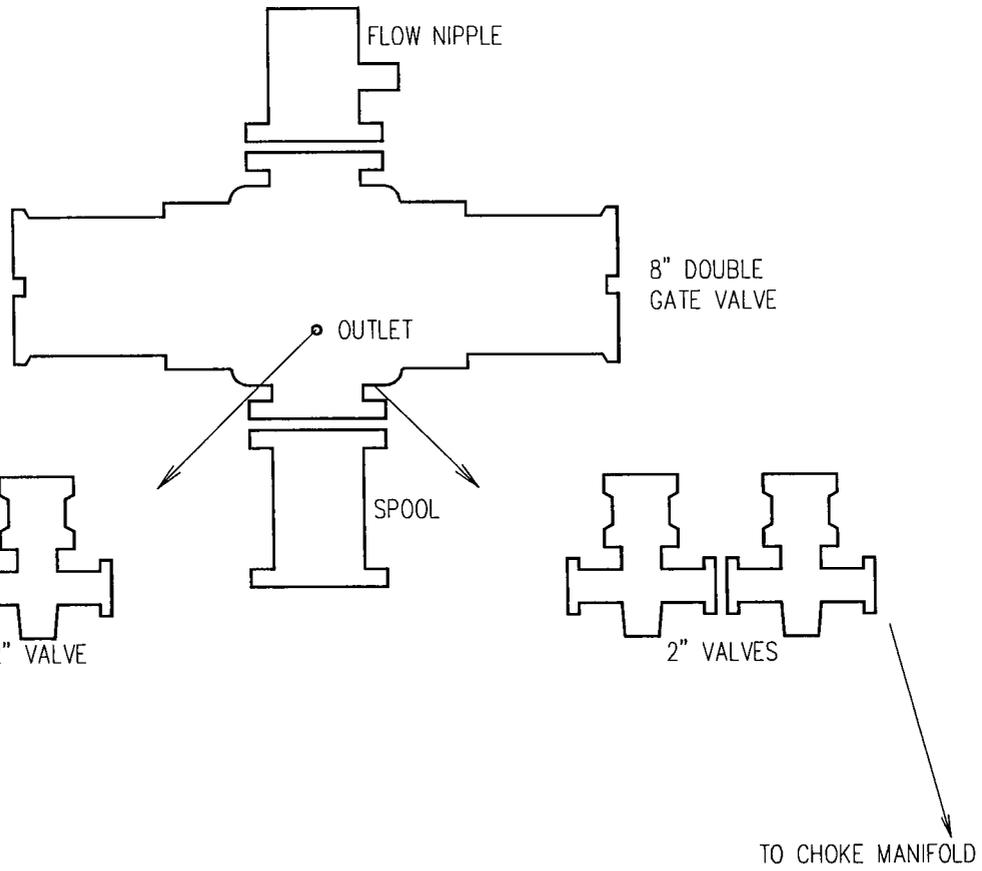
REVISIONS		
#	DATE	BY



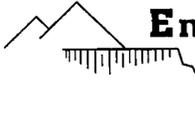
Environmental Industrial Services
Environmental & Engineering Consulting
 31 NORTH MAIN STREET
 HELPER, UTAH 84526
 (435) 472-3814

MARION ENERGY, INC.
 119 SOUTH TENNESSEE #200
 MCKINNEY, TEXAS

DRAWING NAME:		TYPICAL RIG	
DRAWN BY:	PJJ	SCALE:	NONE
APPROVED BY:	EIS	DATE:	10/17/05
		SHEET:	FIGURE 1



REVISIONS		
#	DATE	BY



**Environmental
Industrial
Services**

Environmental & Engineering Consulting

 31 NORTH MAIN STREET
 HELPER, UTAH 84526
 (435) 472-3814

MARION ENERGY, INC.
 119 SOUTH TENNESSEE #200
 MCKINNEY, TEXAS

DRAWING NAME:		TYPICAL RIG	
DRAWN BY:	PJJ	SCALE:	NONE
APPROVED BY:	EIS	DATE:	10/17/05
		SHEET:	FIGURE 2

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 3

AMENDED REPORT
(highlight changes)

APPLICATION FOR PERMIT TO DRILL			5. MINERAL LEASE NO: ML-1258	6. SURFACE: Fee
1A. TYPE OF WORK: DRILL <input checked="" type="checkbox"/> REENTER <input type="checkbox"/> DEEPEN <input type="checkbox"/>			7. IF INDIAN, ALLOTTEE OR TRIBE NAME:	
B. TYPE OF WELL: OIL <input type="checkbox"/> GAS <input checked="" type="checkbox"/> OTHER _____ SINGLE ZONE <input checked="" type="checkbox"/> MULTIPLE ZONE <input type="checkbox"/>			8. UNIT or CA AGREEMENT NAME: Clear Creek Unit	
2. NAME OF OPERATOR: Marion Energy Inc.			9. WELL NAME and NUMBER: Jacob 5-5	
3. ADDRESS OF OPERATOR: 119 S. Tennessee		CITY McKinney STATE TX ZIP 75069	PHONE NUMBER: (972) 540-2967	
4. LOCATION OF WELL (FOOTAGES) 486031 X 4386192 Y 39.627211 - 111.162760			10. FIELD AND POOL, OR WILDCAT: Clear Creek Clear Creek	
AT SURFACE: 758.00 FSL, 2504.35' FEL / of Section 5 485433 X 4386734 Y			11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SWSE 5 14S 7E	
AT PROPOSED PRODUCING ZONE: 2430' FNL, 700' FWL / SWNW 39.632141 - 111.169738				
14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE: 1.25 miles SW of Clear Creek Utah			12. COUNTY: Carbon	13. STATE: UTAH
15. DISTANCE TO NEAREST PROPERTY OR LEASE LINE (FEET) Surface 782ft Bottom Hole 195ft		16. NUMBER OF ACRES IN LEASE: 120	17. NUMBER OF ACRES ASSIGNED TO THIS WELL: 40	
18. DISTANCE TO NEAREST WELL (DRILLING, COMPLETED, OR APPLIED FOR) ON THIS LEASE (FEET) Surface 20ft Bottom Hole 3682 ft		19. PROPOSED DEPTH: 5,110	20. BOND DESCRIPTION: See attached - Bond Document	
21. ELEVATIONS (SHOW WHETHER DF, RT, GR, ETC.): 9750 GR		22. APPROXIMATE DATE WORK WILL START: 4/1/2006	23. ESTIMATED DURATION: 30 days	

24. **PROPOSED CASING AND CEMENTING PROGRAM**

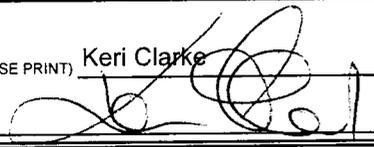
SIZE OF HOLE	CASING SIZE, GRADE, AND WEIGHT PER FOOT	SETTING DEPTH	CEMENT TYPE, QUANTITY, YIELD, AND SLURRY WEIGHT		
17 1/2"	13 3/8" J-55 40.50	500	Premium "G"	420 sk	1.25 cuft/sk 14.2 ppg
12 1/4"	8 5/8" J-55 26.4	2,150	Lead: Prem. Lite	192 sk	3.82 cuft/sk 11 ppg
			Tail: 50/50 Poz	75 sk	1.85 cuft/sk 14.2 ppg
7 7/8"	5 1/2" J-55 17#	6,680	Lead: Prem Lite	451 sk	3.82 cuft/sk 11 ppg
			Tail: 50/50 Poz	250 sk	1.25 cuft/sk 14.2 ppg

25. **ATTACHMENTS**

VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES:

<input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER	<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN
<input type="checkbox"/> EVIDENCE OF DIVISION OF WATER RIGHTS APPROVAL FOR USE OF WATER	<input type="checkbox"/> FORM 5, IF OPERATOR IS PERSON OR COMPANY OTHER THAN THE LEASE OWNER

NAME (PLEASE PRINT) Keri Clarke TITLE Vice President of Land

SIGNATURE  DATE 5-17-06

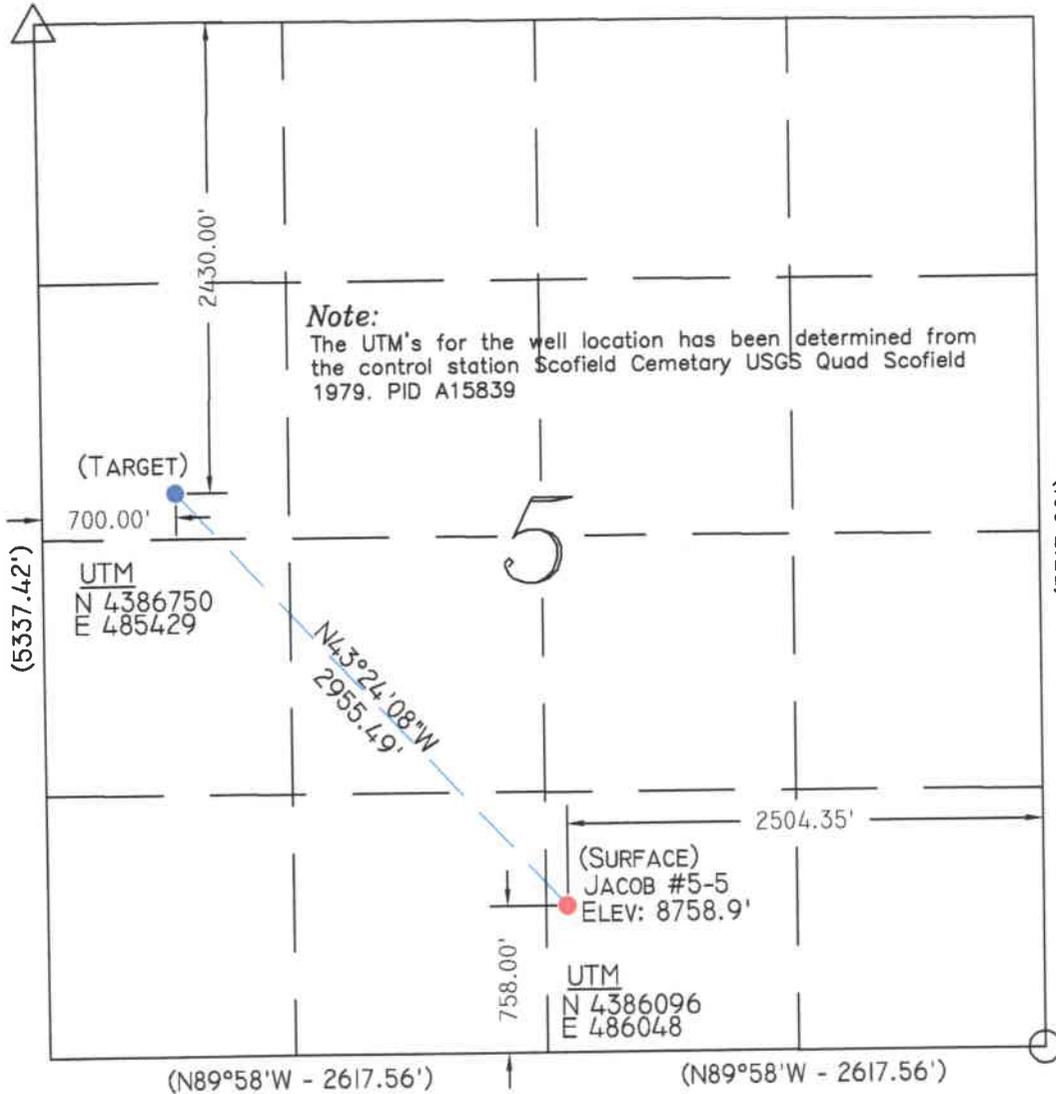
(This space for State use only)

API NUMBER ASSIGNED: 43-007-31190 APPROVAL: _____

Note:
A more definite location to be located when weather permits.

Range 7 East

Township 14 South



Note:
The UTM's for the well location has been determined from the control station Scofield Cemetary USGS Quad Scofield 1979. PID A15839

Location:
The well location was determined using a Trimble 5700 GPS survey grade unit.

Basis of Bearing:
The Basis of Bearing is GPS Measured.

GLO Bearing:
The Bearings indicated are per the recorded plat obtained from the U.S. Land Office.

Basis of Elevation:
Basis of Elevation of 7740' being a NGS Triangulation Point - Scofield Cemetary Carbon County, Utah in Section 32, Township 12 South, Range 7 East, Salt Lake Base and Meridian, as shown on the USGS Quad Scofield (1979).

Description of Location:

Surface Location

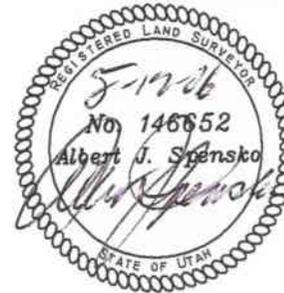
Proposed Drill Hole located in the SW/4 SE/4 of Section 5, T14S, R7E, S.L.B.&M., being 758.00' North and 2504.35' West from the Southeast Section Corner of Section 5, T14S, R7E, Salt Lake Base & Meridian.

Target Location

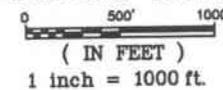
Proposed Target located in the SW/4 NW/4 of Section 5, T14S, R7E, S.L.B.&M., being 2430.00' South and 700.00' East from the Northwest Section Corner of Section 5, T14S, R7E, Salt Lake Base & Meridian.

Surveyor's Certificate:

I, Albert J. Spensko, a Registered Professional Land Surveyor, holding Certificate 146652 State of Utah, do hereby certify that the information on this drawing is a true and accurate survey based on data of record and was conducted under my personal direction and supervision as shown hereon.



GRAPHIC SCALE



Revision: 5/11/06

Legend

- Drill Hole Location
- Metal Cap (Found)
- Brass Cap (Searched for, but not found)
- Calculated Corner
- () GLO
- GPS Measured

NOTES:

1. UTM and Latitude / Longitude Coordinates are derived using a GPS Pathfinder and are shown in NAD 27 Datum.

SURFACE	
LAT / LONG	
39°37'35.042"N	111°09'45.226"W

TARGET	
LAT / LONG	
39°41'24.946"N	111°09'55.757"W



TALON RESOURCES, INC.

195 North 100 West P.O. Box 1230
Huntington, Utah 84528
Phone (435)687-5310 Fax (435)687-5311
E-Mail talonsetv.net

Marion Energy Inc.

Jacob #5-5
Section 5, T14S, R7E, S.L.B.&M.
Carbon County, Utah

Drawn By: N. BUTKOVICH	Checked By: L.W.J./A.J.S.
Drawing No. A-1	Date: 5/4/06
	Scale: 1" = 1000'
Sheet 1 of 4	Job No. 2154-4A

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office
P.O. Box 45155
Salt Lake City, Utah 84145-0155

IN REPLY REFER TO:

3160
(UT-922)

May 24, 2006

Memorandum

To: Assistant Field Office Manager Resources,
Moab Field Office

From: Michael Coulthard, Petroleum Engineer

Subject: 2006 Plan of Development Clear Creek Unit
Carbon County, Utah.

Pursuant to email between Diana Whitney, Division of Oil, Gas and Mining, and Mickey Coulthard, Utah State Office, Bureau of Land Management, the following wells are planned for calendar year 2006 within the Clear Unit, Carbon County, Utah.

API#	WELLNAME	LOCATION
(Proposed PZ Ferron)		
43-007-31190	Jacob 5-5 Sec 5 T14S R07E 0758 FSL 2504 FEL BHL Sec 5 T14S R07E 2430 FNL 0700 FWL	
43-007-31191	Jacob 4-8 Sec 5 T14S R07E 0757 FSL 2484 FEL BHL Sec 8 T14S R07E 0825 FNL 0290 FWL	

This office has no objection to permitting the wells at this time.

/s/ Michael L. Coulthard

bcc: File - Clear Creek Unit
Division of Oil Gas and Mining
Central Files
Agr. Sec. Chron
Fluid Chron

MCoulthard:mc:5-24-06

**WORKSHEET
APPLICATION FOR PERMIT TO DRILL**

APD RECEIVED: 05/18/2006

API NO. ASSIGNED: 43-007-31190

WELL NAME: JACOB 5-5
 OPERATOR: MARION ENERGY INC (N2740)
 CONTACT: KERI CLARKE

PHONE NUMBER: 972-540-2967

PROPOSED LOCATION:

SWSE 05 140S ⁶⁹ 070E
 SURFACE: 0758 FSL 2504 FEL
 BOTTOM: 2430 FNL 0700 FWL
 COUNTY: CARBON
 LATITUDE: 39.62727 LONGITUDE: -111.1628
 UTM SURF EASTINGS: 486031 NORTHINGS: 4386193
 FIELD NAME: CLEAR CREEK (10)

INSPECT LOCATN BY: / /		
Tech Review	Initials	Date
Engineering	OKD	6/1/06
Geology		
Surface		

SW
NW

LEASE TYPE: 3 - State
 LEASE NUMBER: ML-1258
 SURFACE OWNER: 4 - Fee

PROPOSED FORMATION: FRSD
 COALBED METHANE WELL? NO

RECEIVED AND/OR REVIEWED:

- Plat
- Bond: Fed[] Ind[] Sta[] Fee[]
(No. B001617)
- Potash (Y/N)
- Oil Shale 190-5 (B) or 190-3 or 190-13
- Water Permit
(No. PRRV)
- RDCC Review (Y/N)
(Date:)
- Fee Surf Agreement (Y/N)
- Intent to Commingle (Y/N)

LOCATION AND SITING:

- R649-2-3.
- Unit: CLEAR CREEK
- R649-3-2. General
Siting: 460 From Qtr/Qtr & 920' Between Wells
- R649-3-3. Exception
- Drilling Unit
Board Cause No: _____
Eff Date: _____
Siting: _____
- R649-3-11. Directional Drill

COMMENTS:

Need Permit (06-13-06)

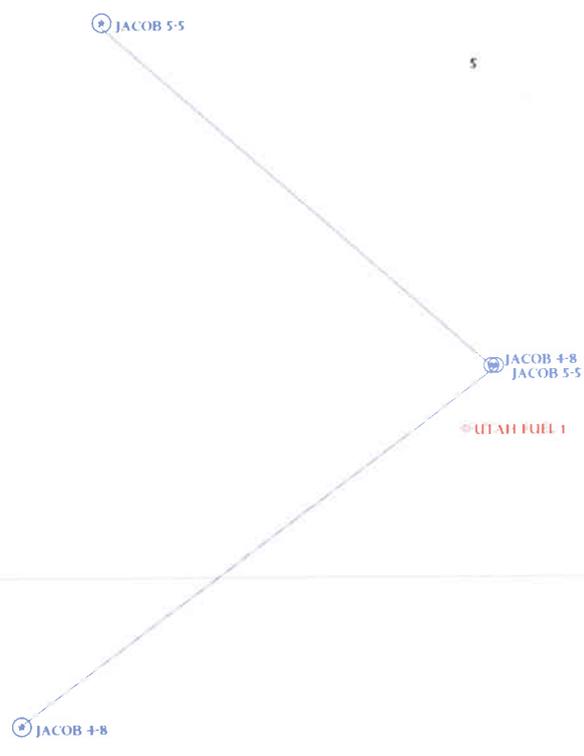
STIPULATIONS:

1. Spacing Strip
2. STATEMENT OF BASIS

T13S R7E
T14S R7E

CLEAR CREEK FIELD
CLEAR CREEK UNIT

UTAH FUEL 10



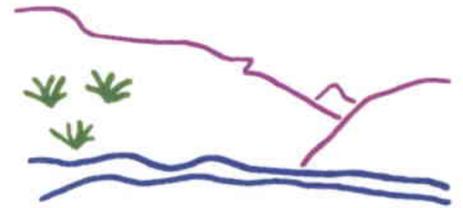
OPERATOR: MARION ENERGY INC (N2740)

SEC: 5 T. 14S R. 7E

FIELD: CLEAR CREEK (10)

COUNTY: CARBON

SPACING: R649-3-11 / DIRECTIONAL DRILLING



Utah Oil Gas and Mining

- Field Status**
- ABANDONED
 - ACTIVE
 - COMBINED
 - INACTIVE
 - PROPOSED
 - STORAGE
 - TERMINATED

- Unit Status**
- EXPLORATORY
 - GAS STORAGE
 - NF PP OIL
 - NF SECONDARY
 - PENDING
 - PI OIL
 - PP GAS
 - PP GEOTHERML
 - PP OIL
 - SECONDARY
 - TERMINATED

- Wells Status**
- ✦ GAS INJECTION
 - ✦ GAS STORAGE
 - ✦ LOCATION ABANDONED
 - ⊗ NEW LOCATION
 - ⊕ PLUGGED & ABANDONED
 - ✦ PRODUCING GAS
 - PRODUCING OIL
 - ✦ SHUT-IN GAS
 - SHUT-IN OIL
 - ✦ TEMP. ABANDONED
 - TEST WELL
 - △ WATER INJECTION
 - WATER SUPPLY
 - WATER DISPOSAL
 - DRILLING



PREPARED BY: DIANA WHITNEY
DATE: 24-MAY-2006

**DIVISION OF OIL, GAS AND MINING
APPLICATION FOR PERMIT TO DRILL
STATEMENT OF BASIS**

OPERATOR: Marion Energy, Inc.
WELL NAME & NUMBER: Jacobs 5-5
API NUMBER: 43-007-31190
LOCATION: 1/4,1/4 SWSE Sec:5 TWP: 14 S RNG: 7 E 758 FSL 2504 FEL

Geology/Ground Water:

A well drilled at this location will likely spud into a poorly to moderately permeable soil developed on the Cretaceous age Star Point Sandstone Member of the Mancos Shale. High quality ground water is likely to be encountered in the sandstone Members encountered in the upper Mancos Shale. Water quality will deteriorate in the deeper strata. The nearest mapping of the base of moderately saline ground water (~15 miles east northeast) implies that the base of moderately saline ground water is likely to be above sea level and within several thousand feet of the surface. One filing for a subsurface water right has been made within a mile of the location. The proposed casing and cementing program should be sufficient protect the shallow ground water resource if the surface casing is extended below the Emery Sandstone Member of the Mancos Shale. The drilling fluid system presently calls for "spud mud" (?) to 500' TD and a low solids non-dispersed system to 2,150' TD. It is very likely that very permeable sandstones and large fresh water flows will be encountered from near the surface to significant depth as reported from nearby drilling. In any case, the mud system should be benign to protect the ground water resource.

Reviewer: Christopher J. Kierst **Date:** 6/20/06

Surface:

Proposed well is located ~1.25 miles south of Clear Creek, Carbon County, Utah. The property is located in Long Canyon. The primary surface use of the immediate and surrounding area of the proposed well is grazing and wildlife habitat. The location is staked on property owned by the Calvin K. Jacob Family Partnership. Access to this well will be along existing UDOT and County maintained roads and upgraded two-track roads. The direct area drains to the east into Mud Creek, eventually making its way into Scofield Reservoir, ~8.3 miles north. Live water borders this location as staked on the south side. A Stream fed primarily by higher elevation spring snowmelt and year-round springs, runs along the south side of the staked location to Mud Creek, then to Scofield Reservoir 8.3 miles north of the proposed location. Hydrology (surface and subsurface) is a concern of The Division and has been a very publicly voiced concern of Carbon County officials regarding drilling activities in the Scofield area. Location layout, current surface status and characteristics, planned disturbances, access and utility route, surface hydrology, and the reserve pit characteristics were all discussed. M. Jones (DOGM), Erik Norton, Will Gleave (Marion), Mark Jacob (surface representative) were in attendance for this pre-site meeting. SITLA and Carbon County were invited but chose not to attend the meeting.

Reviewer: Mark L. Jones

Date: June 15, 2006

Conditions of Approval/Application for Permit to Drill:

1. A synthetic liner with a minimum thickness of 12 mils shall be properly installed and maintained in the reserve pit.
2. Provide adequate drainage and erosion protection for the location and existing drainages.
3. Berms surrounding the entire pad.

ON-SITE PREDRILL EVALUATION
Division of Oil, Gas and Mining

OPERATOR: Marion Energy, Inc.
WELL NAME & NUMBER: Jacob 5-5
API NUMBER: 43-007-31190
LEASE: SITLA FIELD/UNIT: _____
LOCATION: 1/4,1/4 SWSE Sec: 5 TWP: 14S RNG: 7E 758 FSL 2504 FEL
LEGAL WELL SITING: 460 F SEC. LINE; 460 F 1/4,1/4 LINE; 920 F ANOTHER WELL.
GPS COORD (UTM): X= 486004 E; Y= 4386107 N SURFACE OWNER: Calvin K. Jacob
Family Partnership.

PARTICIPANTS

M. Jones (DOGM), Erik Norton, Will Gleave (Marion), Mark Jacob (surface representative) were in attendance for this pre-site meeting. SITLA and Carbon County were invited but chose not to attend the meeting.

REGIONAL/LOCAL SETTING & TOPOGRAPHY

Proposed well is located ~1.25 miles south of Clear Creek, Carbon County, Utah. The property is located in Long Canyon. The primary surface use of the immediate and surrounding area of the proposed well is grazing and wildlife habitat. The location is staked on property owned by the Calvin K. Jacob Family Partnership. Access to this well will be along existing UDOT and County maintained roads and upgraded two-track roads. The direct area drains to the east into Mud Creek, eventually making its way into Scofield Reservoir, ~8.3 miles north.

SURFACE USE PLAN

CURRENT SURFACE USE: Grazing and wildlife habitat.

PROPOSED SURFACE DISTURBANCE: 225' x 125' w/ 100' x 30' x 10' included pit.

LOCATION OF EXISTING WELLS WITHIN A 1-MILE RADIUS: 9 producing, proposed, shut-in, injection, and/or PA wells are within a 1 mile radius of the above proposed well.

LOCATION OF PRODUCTION FACILITIES AND PIPELINES: Production facilities will be on location; no pipelines are planned at this time.

SOURCE OF CONSTRUCTION MATERIAL: Obtained locally and trucked to site.

ANCILLARY FACILITIES: None anticipated.

WILL DRILLING AT THIS LOCATION GENERATE PUBLIC INTEREST OR CONCERNS? (EXPLAIN): Yes. Carbon County officials have expressed their concern drilling activities in the area might impact the water resources.

WASTE MANAGEMENT PLAN:

Addressed in the APD in the 13-point surface use plan item #7 Methods for Handling Waste Disposal.

ENVIRONMENTAL PARAMETERS

AFFECTED FLOODPLAINS AND/OR WETLANDS: Live water borders this location as staked on the south side. A Stream fed primarily by higher elevation spring snowmelt and year-round springs, runs along the south side of the staked location to Mud Creek, then to Scofield Reservoir 8.3 miles north of the proposed location.

FLORA/FAUNA: Grasses, aspen, pine community. Various species of wildlife.

SOIL TYPE AND CHARACTERISTICS: Rocky clay loam.

SURFACE FORMATION & CHARACTERISTICS:

EROSION/SEDIMENTATION/STABILITY: Erosive upon disturbance.

PALEONTOLOGICAL POTENTIAL: None observed.

RESERVE PIT

CHARACTERISTICS: Dugout earthen.

LINER REQUIREMENTS (Site Ranking Form attached): Liner required.

SURFACE RESTORATION/RECLAMATION PLAN

As per surface use agreement.

SURFACE AGREEMENT: Signed.

CULTURAL RESOURCES/ARCHAEOLOGY: None requested by landowner.

OTHER OBSERVATIONS/COMMENTS

ATTACHMENTS

Photos of this location were taken and placed on file.

Mark L. Jones
DOGM REPRESENTATIVE

June 13, 2006 / 2:00 pm
DATE/TIME

**Evaluation Ranking Criteria and Ranking Score
For Reserve and Onsite Pit Liner Requirements**

<u>Site-Specific Factors</u>	<u>Ranking</u>	<u>Site Ranking</u>
Distance to Groundwater (feet)		
>200	0	
100 to 200	5	
75 to 100	10	
25 to 75	15	
<25 or recharge area	20	<u>0</u>
Distance to Surf. Water (feet)		
>1000	0	
300 to 1000	2	
200 to 300	10	
100 to 200	15	
< 100	20	<u>20</u>
Distance to Nearest Municipal Well (feet)		
>5280	0	
1320 to 5280	5	
500 to 1320	10	
<500	20	<u>0</u>
Distance to Other Wells (feet)		
>1320	0	
300 to 1320	10	
<300	20	<u>20</u>
Native Soil Type		
Low permeability	0	
Mod. permeability	10	
High permeability	20	<u>20</u>
Fluid Type		
Air/mist	0	
Fresh Water	5	
TDS >5000 and <10000	10	
TDS >10000 or Oil Base Mud Fluid	15	
containing significant levels of hazardous constituents	20	<u>10</u>
Drill Cuttings		
Normal Rock	0	
Salt or detrimental	10	<u>0</u>
Annual Precipitation (inches)		
<10	0	
10 to 20	5	
>20	10	<u>10</u>
Affected Populations		
<10	0	
10 to 30	6	
30 to 50	8	
>50	10	<u>0</u>
Presence of Nearby Utility Conduits		
Not Present	0	
Unknown	10	
Present	15	<u>0</u>

Final Score 80 (Level I Sensitivity)

Sensitivity Level I = 20 or more; total containment is required, consider criteria for excluding pit use.

Sensitivity Level II = 15-19; lining is discretionary.

Sensitivity Level III = below 15; no specific lining is required.



State Online Services

Agency List

Business.utah.gov

Search Utah.gov

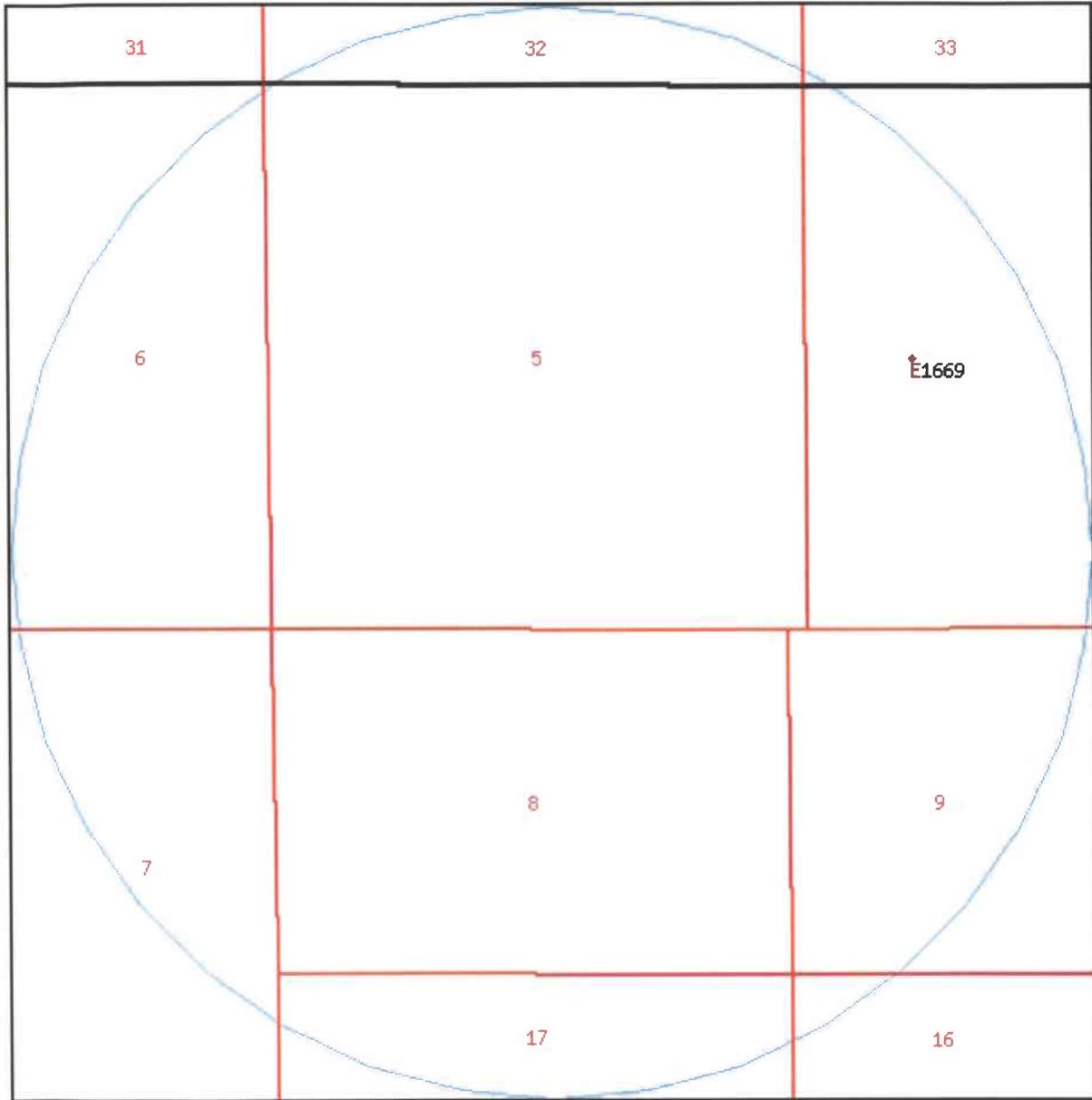
GO

UTAH DIVISION OF WATER RIGHTS

WRPLAT Program Output Listing

Version: 2004.12.30.00 Rundate: 06/20/2006 05:37 PM

Radius search of 5280 feet from a point N758 W2504 from the SE corner, section 05, Township 14S, Range 7E, SL b&m Criteria:wrtypes=W,C,E podtypes=S,U,D,Sp,P status=U,A,P usetypes=all



Water Rights

WR Number	Diversion Type/Location	Well Log	Status	Priority	Uses	CFS	ACFT	Owner Name
E1669	Underground S2640 E1056 NW 04 14S 7E SL	well info	A	19800513	O	0.000	3.000	JACK OTANI STAR ROUTE, CLEAR CREEK BOX 555

Natural Resources | [Contact](#) | [Disclaimer](#) | [Privacy Policy](#) | [Accessibility Policy](#)

06-06 Marion Jacob 5-5

Casing Schematic

Surface

13-3/8"
MW 8.4
Frac 19.3

8-5/8"
MW 9.2
Frac 19.3

TOC @
0.

TOC @
29.

TOC @
0.

Surface
500. MD
500. TVD
740
Emergency

1880
Tool Tail
2038 Blue Ganti
Intermediate
2150. MD
2110. TVD

✓ w/ 18% Washcoat

w/ 0% Washcoat
x w/ 0% any water
zones

BHP

$$(0.057)(8.6)(5109) = 2248$$

Anticipate 1200

G_{as}

$$(1.0)(5109) = 613$$

MASP = 1635

BOPE - 3,000 ✓

Seq csg - 3090

70% = 2163

Max pressure @ Seq csg shoe = 655#

Test to 655# ✓

Int csg - 4160

70% = 3122

Max pressure @ Int csg shoe = 1589

Test to 1589# (pressure 1500) ✓
5-1/2"
MW 8.6

✓ Adequate D.V.D

6/24/06

5307 Tool Tail

5747 Ferris

Production
6680. MD
5109. TVD

✓ w/ 15% Washcoat

Well name:	06-06 Marion Jacob 5-5		Project ID:
Operator:	Marion Energy Inc		43-007-31190
String type:	Surface		
Location:	Carbon Co.		

Design parameters:

Collapse
Mud weight: 8.400 ppg
Design is based on evacuated pipe.

Minimum design factors:

Collapse:
Design factor 1.125

Environment:

H2S considered? No
Surface temperature: 65 °F
Bottom hole temperature: 72 °F
Temperature gradient: 1.40 °F/100ft
Minimum section length: 185 ft

Burst

Max anticipated surface pressure: 66 psi
Internal gradient: 0.447 psi/ft
Calculated BHP 289 psi

No backup mud specified.

Burst:

Design factor 1.00

Cement top: Surface

Tension:

8 Round STC: 1.80 (J)
8 Round LTC: 1.80 (J)
Buttress: 1.60 (J)
Premium: 1.50 (J)
Body yield: 1.50 (B)

Non-directional string.

Re subsequent strings:

Next setting depth: 2,110 ft
Next mud weight: 9.200 ppg
Next setting BHP: 1,008 psi
Fracture mud wt: 19.250 ppg
Fracture depth: 500 ft
Injection pressure 500 psi

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft³)
1	500	13.375	61.00	J-55	ST&C	500	500	12.39	60.7
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	218	1540	7.058	289	3090	10.69	31	595	19.51 J

Prepared by: Clinton Dworshak
Utah Div. of Oil & Mining

Date: June 28,2006
Salt Lake City, Utah

ENGINEERING STIPULATIONS: NONE
Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.
Collapse is based on a vertical depth of 500 ft, a mud weight of 8.4 ppg The casing is considered to be evacuated for collapse purposes.
Burst strength is not adjusted for tension.

Engineering responsibility for use of this design will be that of the purchaser.

Well name:	06-06 Marion Jacob 5-5	
Operator:	Marion Energy Inc	Project ID:
String type:	Intermediate	43-007-31190
Location:	Carbon Co.	

Design parameters:

Collapse
Mud weight: 9.200 ppg
Design is based on evacuated pipe.

Burst
Max anticipated surface pressure: 1,670 psi
Internal gradient: 0.120 psi/ft
Calculated BHP: 1,923 psi
No backup mud specified.

Minimum design factors:

Collapse:
Design factor: 1.125

Burst:
Design factor: 1.00

Tension:
8 Round STC: 1.80 (J)
8 Round LTC: 1.80 (J)
Buttress: 1.60 (J)
Premium: 1.50 (J)
Body yield: 1.50 (B)

Tension is based on air weight.
Neutral point: 1,833 ft

Environment:

H2S considered? No
Surface temperature: 65 °F
Bottom hole temperature: 95 °F
Temperature gradient: 1.40 °F/100ft
Minimum section length: 600 ft
Cement top: 29 ft

Directional well information:
Kick-off point: 500 ft
Departure at shoe: 238 ft
Maximum dogleg: 3 °/100ft
Inclination at shoe: 28.9 °
Re subsequent strings:
Next setting depth: 5,109 ft
Next mud weight: 8.600 ppg
Next setting BHP: 2,283 psi
Fracture mud wt: 19.250 ppg
Fracture depth: 2,110 ft
Injection pressure: 2,110 psi

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft³)
1	2150	8.625	36.00	J-55	ST&C	2110	2150	7.7	154.3
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	1008	3341	3.314	1923	4460	2.32	76	434	5.71 J

Prepared by: Clinton Dworshak
Utah Div. of Oil & Mining

Date: June 28,2006
Salt Lake City, Utah

ENGINEERING STIPULATIONS: NONE
Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.
Collapse is based on a vertical depth of 2110 ft, a mud weight of 9.2 ppg The casing is considered to be evacuated for collapse purposes.
Burst strength is not adjusted for tension.
Collapse strength is (biaxially) derated for doglegs in directional wells by multiplying the tensile stress by the cross section area to calculate a

Engineering responsibility for use of this design will be that of the purchaser.

Well name:	06-06 Marion Jacob 5-5	
Operator:	Marion Energy Inc	Project ID:
String type:	Production	43-007-31190
Location:	Carbon Co.	

Design parameters:

Collapse

Mud weight: 8.600 ppg
 Design is based on evacuated pipe.

Minimum design factors:

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

Environment:

H2S considered? No
 Surface temperature: 65 °F
 Bottom hole temperature: 137 °F
 Temperature gradient: 1.40 °F/100ft
 Minimum section length: 368 ft

Cement top: Surface

Burst

Max anticipated surface pressure: -1 psi
 Internal gradient: 0.447 psi/ft
 Calculated BHP 2,283 psi

No backup mud specified.

Tension:

8 Round STC: 1.80 (J)
 8 Round LTC: 1.80 (J)
 Buttress: 1.60 (J)
 Premium: 1.50 (J)
 Body yield: 1.50 (B)

Directional well information:

Kick-off point 500 ft
 Departure at shoe: 3614 ft
 Maximum dogleg: 3 °/100ft
 Inclination at shoe: 50 °

Tension is based on air weight.
 Neutral point: 5,643 ft

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft³)
1	6680	5.5	17.00	J-55	ST&C	5109	6680	4.767	230.2
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	2283	4910	2.151	2283	5320	2.33	87	229	2.64 J

Prepared by: Clinton Dworshak
 Utah Div. of Oil & Mining

Date: June 28, 2006
 Salt Lake City, Utah

ENGINEERING STIPULATIONS: NONE

Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.
 Collapse is based on a vertical depth of 5109 ft, a mud weight of 8.6 ppg. The casing is considered to be evacuated for collapse purposes.
 Burst strength is not adjusted for tension.
 Collapse strength is (biaxially) derated for doglegs in directional wells by multiplying the tensile stress by the cross section area to calculate a

Engineering responsibility for use of this design will be that of the purchaser.



State of Utah

**Department of
Natural Resources**

MICHAEL R. STYLER
Executive Director

**Division of
Oil, Gas & Mining**

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

June 29, 2006

Marion Energy Inc.
119 S. Tennessee, Ste. 200
McKinney, TX 75069

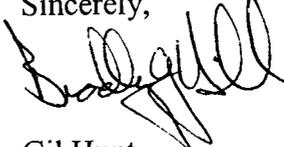
Re: Jacob 5-5 Well, 758' FSL, 2569' FEL, SW SE, Sec. 5, T. 14 South, R. 7 East,
Bottom Location 2430' FNL, 700' FWL, SW NW, Sec. 5, T. 14 South,
R. 7 East, Carbon County, Utah

Gentlemen:

Pursuant to the provisions and requirements of Utah Code Ann. § 40-6-1 *et seq.*, Utah Administrative Code R649-3-1 *et seq.*, and the attached Conditions of Approval, approval to drill the referenced well is granted.

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date. The API identification number assigned to this well is 43-007-31190.

Sincerely,


for Gil Hunt
Associate Director

pab
Enclosures

cc: Carbon County Assessor
SITLA
Bureau of Land Management, Moab District Office

Operator: Marion Energy Inc.
Well Name & Number Jacob 5-5
API Number: 43-007-31190
Lease: ML-1258

Location: SW SE **Sec. 5** **T. 14 South** **R. 7 East**
Bottom Location: SW NW **Sec. 5** **T. 14 South** **R. 7 East**

Conditions of Approval

1. General

Compliance with the requirements of Utah Admin. R. 649-1 *et seq.*, the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

2. Notification Requirements

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during drilling of this well:

- 24 hours prior to cementing or testing casing
- 24 hours prior to testing blowout prevention equipment
- 24 hours prior to spudding the well
- within 24 hours of any emergency changes made to the approved drilling program
- prior to commencing operations to plug and abandon the well

The following are Division of Oil, Gas and Mining contacts and their work telephone numbers (please leave a voice mail message if the person is not available to take the call):

- Dan Jarvis at (801) 538-5338
- Carol Daniels at (801) 538-5284 (spud)

3. Reporting Requirements

All required reports, forms and submittals will be promptly filed with the Division, including but not limited to the Entity Action Form (Form 6), Report of Water Encountered During Drilling (Form 7), Weekly Progress Reports for drilling and completion operations, and Sundry Notices and Reports on Wells requesting approval of change of plans or other operational actions.

4. In accordance with Utah Admin. R.649-3-11, Directional Drilling, the operator shall submit a complete angular deviation and directional survey report to the Division within 30 days following completion of the well.

5. Compliance with the State of Utah Antiquities Act forbids disturbance of archeological, historical, or paleontological remains. Should archeological, historical or paleontological remains be encountered during your operations, you are required to immediately suspend all operations and immediately inform the Trust Lands Administration and the Division of State History of the discovery of such remains.

6. Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis. (Copy Attached)

7. This proposed well is located in an area for which drilling units (well spacing patterns) have not been established through an order of the Board of Oil, Gas and Mining (the "Board"). In order to avoid the possibility of waste or injury to correlative rights, the operator is requested, once the well has been drilled, completed, and has produced, to analyze geological and engineering data generated therefrom, as well as any similar data from surrounding areas if available. As soon as is practicable after completion of its analysis, and if the analysis suggests an area larger than the quarter-quarter section upon which the well is located is being drained, the operator is requested to seek an appropriate order from the Board establishing drilling and spacing units in conformance with such analysis by filing a Request for Agency Action with the Board.

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 9

5. LEASE DESIGNATION AND SERIAL NUMBER
ML-1258

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT or CA AGREEMENT NAME
Clear Creek Unit

8. WELL NAME and NUMBER
Jacob 5-5

9. API NUMBER
4300731190

10. FIELD AND POOL, OR WILDCAT
Clear Creek Unit

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals

1. TYPE OF WELL OIL WELL GAS WELL OTHER _____

2. NAME OF OPERATOR
Marion Energy, Inc.

3. ADDRESS OF OPERATOR PHONE NUMBER
119 S. Tennessee McKinney TX 75069 (972) 540-2967

4. LOCATION OF WELL

FOOTAGES AT SURFACE: **758' FSL, 2504.35' FEL** COUNTY **Carbon**

QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN **SWSE 5 14S 7E** STATE **UTAH**

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: _____	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: 1 Year APD Extension
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc

Marion Energy Inc. is requesting a one year extension of its APD for the Jacob 5-5, API Number 4301530680. We are requesting this because of the availability of rigs and the fact that the surface location is being used as a temporary water facility.

Approved by the
Utah Division of
Oil, Gas and Mining

Date: 06-11-07
By: [Signature]

LADOT
PM

NAME (PLEASE PRINT) Scott Jacoby TITLE Associate Landman

SIGNATURE [Signature] DATE 4/23/2007

(This space for State use only)



**Application for Permit to Drill
Request for Permit Extension
Validation**

(this form should accompany the Sundry Notice requesting permit extension)

API: 4300731190
Well Name: Jacob 5-5
Location: SWSE Sec 5 T14S R7E
Company Permit Issued to: Marion Energy Inc.
Date Original Permit Issued: 6/29/2006

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision.

Following is a checklist of some items related to the application, which should be verified.

If located on private land, has the ownership changed, if so, has the surface agreement been updated? Yes No

Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? Yes No

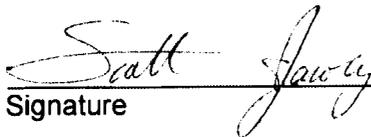
Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well? Yes No

Have there been any changes to the access route including ownership, or right-of-way, which could affect the proposed location? Yes No

Has the approved source of water for drilling changed? Yes No

Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? Yes No

Is bonding still in place, which covers this proposed well? Yes No


 Signature _____

6/8/2007
 Date _____

Title: Associate Landman

Representing: Marion Energy, Inc.

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS		5. LEASE DESIGNATION AND SERIAL NUMBER: ML 1258
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
1. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input checked="" type="checkbox"/> OTHER _____		7. UNIT or CA AGREEMENT NAME: Clear Creek Federal Unit
2. NAME OF OPERATOR: Marion Energy, Inc.		8. WELL NAME and NUMBER: Jacob 5-5
3. ADDRESS OF OPERATOR: 119 S. Tennessee CITY McKinney STATE TX ZIP 75069		9. API NUMBER: 4300731190
4. LOCATION OF WELL FOOTAGES AT SURFACE: 758' FSL, 2504.35' FEL		10. FIELD AND POOL, OR WILDCAT: Wildcat
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SWSE 5 14S 7E		COUNTY: Carbon
		STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA			
TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: _____ <input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: <u>APD Extension Request</u>
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Marion Energy is requesting an APD Extension request. We were able to drill this past year because of poor weather and the site is still being used as a temporary water facility

**Approved by the
Utah Division of
Oil, Gas and Mining**

Date: 06-11-08
By: [Signature]

COPY SENT TO OPERATOR
Date: 6.17.2008
Initials: KS

NAME (PLEASE PRINT) <u>Scott Jacoby</u>	TITLE <u>Landman</u>
SIGNATURE <u>[Signature]</u>	DATE <u>6/6/2008</u>

(This space for State use only)

RECEIVED

JUN 09 2008

DIV. OF OIL, GAS & MINING

**Application for Permit to Drill
Request for Permit Extension
Validation**

(this form should accompany the Sundry Notice requesting permit extension)

API: 4300731190
Well Name: Jacob 5-5
Location: SWSE Sec 5 T14S R7E
Company Permit Issued to: Marion Energy Inc.
Date Original Permit Issued: ~~6/11/2008~~
6/29/08

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision.

Following is a checklist of some items related to the application, which should be verified.

If located on private land, has the ownership changed, if so, has the surface agreement been updated? Yes No

Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? Yes No

Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well? Yes No

Have there been any changes to the access route including ownership, or right-of-way, which could affect the proposed location? Yes No

Has the approved source of water for drilling changed? Yes No

Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? Yes No

Is bonding still in place, which covers this proposed well? Yes No



Signature
Title: Landman

6/6/2008

Date

Representing: Marion Energy Inc.

RECEIVED
JUN 09 2008
DIV. OF OIL, GAS & MINING



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

June 29, 2009

Marion Energy Inc.
119 S. Tennessee, Suite 200
McKinney, TX 75069

Re: APD Rescinded – Jacob 5-5, Sec. 5, T. 14S, R. 7E,
Carbon County, Utah API No. 43-007-31190

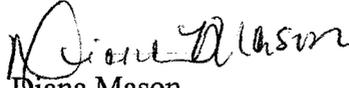
Ladies and Gentlemen:

The Application for Permit to Drill (APD) for the subject well was approved by the Division of Oil, Gas and Mining (Division) on June 29, 2006. On June 11, 2007 and June 11, 2008 the Division granted a one-year APD extension.

No drilling activity at this location has been reported to the division. Therefore, approval to drill the well is hereby rescinded, effective June 29, 2009. A new APD must be filed with this office for approval prior to the commencement of any future work on the subject location.

If any previously unreported operations have been performed on this well location, it is imperative that you notify the Division immediately.

Sincerely,


Diana Mason
Environmental Scientist

cc: Well File
SITLA, Ed Bonner

