



July 18, 2008

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

# 5-25-36 BTR  
Fee Surface Owner/Fee Minerals  
SWNW, Section 25-T3S-R6W  
Duchesne County, Utah

Diana Mason, Permitting - Petroleum Technician:

Enclosed please find two copies of Bill Barrett Corporation's (BBC) amended application for permit to drill the above captioned well (APD page only). Also, find two copies of the new survey plat. BBC had to move the surface hole location about 51' due to an issue with the access road. Thus, the new SHL footages have been corrected on the APD page and a new survey plat was issued. Finally, find 2 copies of the second page of the "Drilling Plan" showing the corrected SHL and BHL.

Also, note in the original cover letter which was attached to the original APD package, BBC listed the mineral owner as "Tribal". This was incorrect and as noted above the mineral owner is "Fee Minerals".

Please contact me at (303) 312-8546 if you need anything additional or have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Reed Haddock'.

Reed Haddock  
Permit Analyst

Enclosures

Cc: Bruce Pargeets, Ute Indian Tribe  
Bucky Bucky Secakuku, Bureau of Indian Affairs

**RECEIVED**

**JUL 21 2008**

DIV. OF OIL, GAS & MINING

1099 18TH STREET  
SUITE 2300  
DENVER, CO 80202  
P 303.293.9100  
F 303.291.0420

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REENTER

FORM APPROVED  
OMB No. 1004-0137  
Expires July 31, 2010

5a. Address 1099 18th Street, Suite 2300, Denver, CO 80202		3b. Phone No. (include area code) (303) 312-8546		5. Lease Serial No. Fee	
4. Location of Well (Report location clearly and in accordance with any State requirements *) At surface 1544' FNL x 886' FWL, Sec. 25, T3S, R6W 541102X 44491894 At proposed prod. zone 1544' FNL x 886' FWL, Sec. 25, T3S, R6W 40-193982-110, 517125		11. Sec., T. R. M. or Blk. and Survey or Area Sec. 25, T3S, R6W U.S.B.&M.		6. If Indian, Allottee or Tribe Name N/A	
14. Distance in miles and direction from nearest town or post office* Approximately 3.9 miles northwest of Duchesne, UT		12. County or Parish Duchesne		7. If Unit or CA Agreement, Name and No. N/A	
15. Distance from proposed* 886' FWL location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any)		16. No. of acres in lease N/A		8. Lease Name and Well No. # 5-25-36 BTR	
18. Distance from proposed location* 1,825' abandoned oil well to nearest well, drilling, completed, applied for, on this lease, ft.		19. Proposed Depth 10,400'		9. API Well No. Pending 43-013-34021	
21. Elevations (Show whether DF, KDB, RT, Gl., etc.) 5762' Ungraded Ground		22. Approximate date work will start* 09/01/2008		10. Field and Pool, or Exploratory Altamont	
				13. State UT	
				17. Spacing Unit dedicated to this well 640	
				20. BLM/BIA Bond No. on file Nationwide Bond # WYB000040	
				23. Estimated duration 45 days	

24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No.1, must be attached to this form:

- |  |   |
|--|---|
| 1. Well plat certified by a registered surveyor.   | 4. Bond to cover the operations unless covered by an existing bond on file (see Item 20 above). |
| 2. A Drilling Plan.  | 5. Operator certification   |
| 3. A Surface Use Plan (if the location is on National Forest System Lands, the SUPO must be filed with the appropriate Forest Service Office). | 6. Such other site specific information and/or plans as may be required by the BLM.             |

25. Signature <i>Reed Haddock</i>	Name (Printed Typed) Reed Haddock	Date 07/18/2008
--------------------------------------	--------------------------------------	--------------------

Title  
Permit Analyst

Approved by (Signature)	Name (Printed Typed)	Date
-------------------------	----------------------	------

Title  
Office

Application approval does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.  
Conditions of approval, if any, are attached.

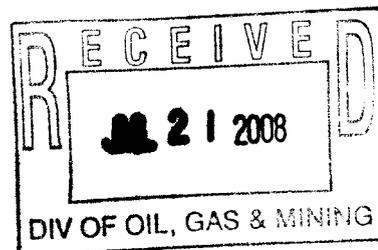
Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

\*(Instructions on page 2)

Approved by the  
Utah Division of  
Oil, Gas and Mining

Date: 08-25-08  
By: *[Signature]*



# T3S, R6W, U.S.B.&M.

## BILL BARRETT CORPORATION

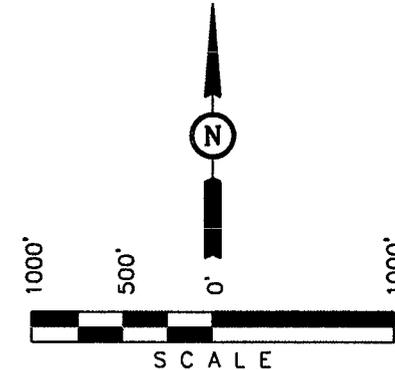
Well location, #5-25-36 BTR, located as shown in the SW 1/4 NW 1/4 of Section 25, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

### BASIS OF ELEVATION

SPOT ELEVATION AT A ROAD INTERSECTION LOCATED IN THE NW 1/4 OF SECTION 36, T3S, R6W, U.S.B.&M. TAKEN FROM THE RABBIT GULCH QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5904 FEET.

### BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.



### CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAN WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Robert Kay*  
 REGISTERED LAND SURVEYOR  
 REGISTRATION NO. 161319  
 STATE OF UTAH

REVISED: 07-15-08 C.H.

**UINTAH ENGINEERING & LAND SURVEYING**  
 85 SOUTH 200 EAST - VERNAL, UTAH 84078  
 (435) 789-1017

SCALE 1" = 1000'	DATE SURVEYED: 05-23-08	DATE DRAWN: 06-09-08
PARTY D.R. A.W. L.K.	REFERENCES G.L.O. PLAT	
WEATHER WARM	FILE BILL BARRETT CORPORATION	

1993 Alum. Cap  
0.4' High, Pile  
of Stones, N-S  
Fence

N89°58'31"W - 2668.63' (Meas.)

S89°50'E - 2640.00' (G.L.O.)

500°02'17"E - 2633.65' (Meas.)

1544'

886'

#5-25-36 BTR  
Elev. Ungraded Ground = 5762'

25

1993 Alum. Cap  
0.8' High, Set  
Marked Stone,  
N-W  
Fence

500°23'10"E - 2629.72' (Meas.)

1993 Duchesne Co.  
Alum. Cap, 04'  
High, Pile of Stones,  
3' SE of Fence  
Corner

WEST - 5280.00' (G.L.O.)

NORTH - 5280.00' (G.L.O.)

R  
6  
W

R  
5  
W

### LEGEND:

- └─┘ = 90° SYMBOL
- = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.

(NAD 83)  
 LATITUDE = 40°11'38.27" (40.193964)  
 LONGITUDE = 110°31'04.22" (110.517839)  
 (NAD 27)  
 LATITUDE = 40°11'38.43" (40.194008)  
 LONGITUDE = 110°31'01.66" (110.517128)

Bill Barrett Corporation  
Drilling Program  
# 5-25-36 BTR  
Duchesne County, Utah

**HAZARDOUS MATERIAL DECLARATION**

WELL NO. # 5-25-36 BTR - LEASE NO. BIA-EDA-2OG0005608

Bill Barrett Corporation guarantees that during the drilling and completion of the above referenced well, we will not use, produce, or store, transport or dispose 10,000# annually of any of the hazardous chemicals contained in the Environmental Protection Agency's consolidated list of chemicals subject to reporting under Title III Super Amendments and Reauthorization Act (SARA) of 1986.

Bill Barrett Corporation guarantees that during the drilling and completion of the above referenced well, we will use, produce, store, transport, or dispose less than the threshold planning quantity (TPQ) of any extremely hazardous substances as defined in 40 CFR 355.

Bill Barrett Corporation  
 Drilling Program  
 # 5-25-36 BTR  
 Duchesne County, Utah

**DRILLING PLAN**

BILL BARRETT CORPORATION  
 # 5-25-36 BTR

SHL: SW/4 NW/4, 1544' FNL & 886' FWL, Section 25-T3S-R6W  
 BHL: SW/4 NW/4, 1544' FNL & 886' FWL, Section 25-T3S-R6W  
 Surface Owner: Fee  
 Duchesne County, Utah

BBC intends to drill this well according to the "Planned" program outlined below. Should hole conditions dictate (either by lost circulation and/or increased pore pressure) BBC requests approval with this permit to implement the "Contingency" program also outlined below. It is expected that this decision will be made once the Wasatch formation has been penetrated. BBC will inform the authorized officer upon implementing the "contingency" plan.

**1 - 3. Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals**

<u>Formation</u>	<u>Depth – MD</u>
Green River	Surface
Douglas Creek	6,280'
Black Shale	7,125'
Castle Peak	7,243'
Wasatch	7,878' *
North Horn	9,872' *
TD	10,400'

\*PROSPECTIVE PAY

The Wasatch and the North Horn are primary objectives for oil/gas.

**4. Casing Program**

**A) Planned Program**

<u>Hole Size</u>	<u>SETTING DEPTH</u>		<u>Casing Size</u>	<u>Casing Weight</u>	<u>Casing Grade</u>	<u>Thread</u>	<u>Condition</u>
	<u>(FROM)</u>	<u>(TO)</u>					
12 ½"	surface	3,000'	9 5/8"	36#	J or K 55	ST&C	New
8 ¾"	surface	TD	5 ½"	17#	P-110	LT&C	New

For any liner ran BBC intends to have a minimum of 200' of liner overlap.

**5. Cementing Program**

**A) Planned Program**

9 5/8" Surface Casing	Approximately 770 sx Halliburton Light Premium with additives mixed at 12.7 ppg (yield = 1.82 ft <sup>3</sup> /sx) circulated to surface with 100% excess. Approximately 230 sx Halliburton Premium Plus cement with additives mixed at 15.8 ppg (yield = 1.20 ft <sup>3</sup> /sx).
5 ½" Production Casing	Approximately 350 sx Halliburton Hi-Fill Modified cement with additives mixed at 10.7 ppg (yield = 2.92 ft <sup>3</sup> /sx). Approximately 340 sx Halliburton Tuned Light RS-1 cement with additives mixed at 11.5 ppg (yield = 3.21 ft <sup>3</sup> /sx). Top of cement to be determined by log and sample evaluation; estimated TOC 3,000'.

6. **Mud Program**

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss (API filtrate)</u>	<u>Remarks</u>
40' – 3,000'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
3,000' – TD	8.6 – 10.6	42-52	20 cc or less	DAP Polymer Fluid System

Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain “kicks” will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.

7. **BOP and Pressure Containment Data**

<u>Depth Intervals</u>	<u>BOP Equipment</u>
0 – 3,000'	No pressure control required
3,000' – TD	11” 5000# Ram Type BOP 11” 5000# Annular BOP
- Drilling spool to accommodate choke and kill lines;	
- Ancillary and choke manifold to be rated @ 5000 psi;	
- Ancillary equipment and choke manifold rated at 7,500 psi. All BOP and BOPE tests will be in accordance with the requirements of onshore Order No. 2;	
- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests.	
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up To operate most efficiently in this manner.	

8. **Auxiliary Equipment**

- a) Upper Kelly cock; lower Kelly cock will be installed while drilling
- b) Inside BOP or stab-in valve (available on rig floor)
- c) Safety valve(s) and subs to fit all string connections in use
- d) Mud monitoring will be visually observed

9. **Testing, Logging and Core Programs**

Cores	None anticipated;
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface). FMI & Sonic Scanner to be run at geologist's discretion.

If BBC pursues the “Alternate” program, a suite of the above logs will be run on both the intermediate and production hole sections.

10. **Anticipated Abnormal Pressures or Temperatures**

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 6362 psi\* and maximum anticipated surface pressure equals approximately 3823 psi\*\* (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

Bill Barrett Corporation  
Drilling Program  
# 5-25-36 BTR  
Duchesne County, Utah

\*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

\*\*Maximum surface pressure = A - (0.22 x TD)

**11. Location and Type of Water Supply**

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W.

**12. Drilling Schedule**

Location Construction: Approximately September 1, 2008  
Spud: Approximately September 21, 2008  
Duration: 30 days drilling time  
45 days completion time

**5-25-36 BTR Proposed Cementing Program**

<u>Job Recommendation</u>	<u>Surface Casing</u>
<b>Lead Cement - (2500' - 0')</b>	
Halliburton Light Premium	Fluid Weight: 12.7 lbm/gal
1.0% Calcium Chloride	Slurry Yield: 1.82 ft <sup>3</sup> /sk
0.125 lbm/sk Ploy-E-Flake	Total Mixing Fluid: 9.72 Gal/sk
	Top of Fluid: 0'
	Calculated Fill: 2,500'
	Volume: 244.02 bbl
	<b>Proposed Sacks: 770 sks</b>
<b>Tail Cement - (TD - 2500')</b>	
Premium Cement	Fluid Weight: 15.8 lbm/gal
2.0% Calcium Chloride	Slurry Yield: 1.20 ft <sup>3</sup> /sk
0.125 lbm/sk Ploy-E-Flake	Total Mixing Fluid: 5.238 Gal/sk
	Top of Fluid: 2,500'
	Calculated Fill: 500'
	Volume: 48.80 bbl
	<b>Proposed Sacks: 230 sks</b>

<u>Job Recommendation</u>	<u>Production Casing</u>
<b>Lead Cement - (6625' - 3000')</b>	
Halliburton Hi-Fill Modified	Fluid Weight: 10.7 lbm/gal
0.2% HR-5	Slurry Yield: 2.92 ft <sup>3</sup> /sk
0.25 lbm/sk Poly-E-Flake	Total Mixing Fluid: 17.26 Gal/sk
5.0 lbm/sk Gilsonite	Top of Fluid: 3,000'
	Calculated Fill: 3,625'
	Volume: 179.38 bbl
	<b>Proposed Sacks: 350 sks</b>
<b>Tail Cement - (10400' - 6625')</b>	
Halliburton Tuned Light RS-1	Fluid Weight: 11.5 lbm/gal
0.2% Super CBL	Slurry Yield: 3.21 ft <sup>3</sup> /sk
0.2% HR-5	Total Mixing Fluid: 18.56 Gal/sk
	Top of Fluid: 6,625'
	Calculated Fill: 3,775'
	Volume: 186.82 bbl
	<b>Proposed Sacks: 340 sks</b>



# **BILL BARRETT CORPORATION**

**1099 18<sup>th</sup> St., Suite 2300  
Denver, CO 80202**

Geological Basin: Uinta  
Well Name: 5-23-36 BTR  
Location: Sec 36, T3S R6W, Duchesne County, UT

## **DAP Polymer Drilling Fluid Recommendation**

Prepared for: Mr. Dominic Spencer

March 25, 2007

Submitted by:  
Cooper Harrelson, Tech. Prof., Baroid product service line, Halliburton  
1125 17<sup>th</sup> St., Suite 1900  
Denver, CO 80202  
303.899.4767  
[Cooper.Harrelson@Halliburton.com](mailto:Cooper.Harrelson@Halliburton.com)

**HALLIBURTON**  
Baroid

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**BAROID UINTA BASIN OPERATIONAL PERSONNEL**

Primary Rig Site Field Service Representative(s): To be assigned ...

Cell Phone ...

Field Operations Leader: Mr. Gary Prichard - Vernal, UT (435) 789-1668

Technical Professional: Mr. Cooper Harrelson - Denver, CO (303) 675-4476

PSL Operations Unit Manager: Mr. Dennis Gladwin - Denver, CO (303) 899-4700

**BAROID WAREHOUSE PERSONNEL**

Vernal, UT Warehouse Phone No.: (435) 789-1668

Warehouse Supervisor: Mr. Tom Karren - Vernal, UT (435) 789-1668

Cell Phone (435) 828-1501

Facility Capabilities:

- 21,000 ft<sup>3</sup> warehouse facility
- 24-hr answering service
- Fax service
- Computer e-mail service
- 1 – 6,000 lb. fork-lift(s)
- 2 – Semi-Tractors
- 2 – Flat bed trailers
- 1 – Liquid VAC Trailers (1 for OBM & WBM – 1 for COWF)
- 1 – Pneumatic bulk trailers
- 2,000 bbl of liquid OBM fluid storage capacity
- 500 bbl mixing tank for OBM
- 2,000 bbl of liquid completion and work-over fluid storage capacity
- 500 bbl mixing tank for completion and work-over fluids
- All dry and liquid drilling fluid products for oil and water-base systems
- Bulk barite storage equaling
- Corrosion chemical services
- Completion and work-over brines and products
- Drilling fluid product rig-site storage houses
- Drilling fluid lab testing trailers

**DRILLING PROGRAM BRIEFING**

**Well total depth :** 11,130' TMD

		<u>Hole Size</u>	<u>Casing</u>	<u>Length</u>
<b>Casing design :</b>	Surface	12 ¼"	10 ¾"	1000'
	Production	7 7/8"	5 ½"	11130'

**\*Fluid density :** 8.3 - 9.0 ppg from 0' to 1000'  
 8.6 - 10.0 ppg from 1000' to 11130'

NOTE: Data taken from off-set wells in Duchesne County, UT

\*The drilling fluid density schedule is intended as a guideline only. Actual drilling fluid densities should be determined by well bore conditions and drilling parameters.

**Estimated drilling days :** 0' to 1000' = 2 days (12 ¼" Hole)  
 1000' to 11130' = 18days (7 7/8" Hole)

Total = 20 days

**Drilling fluid systems :** 0' to 1000' - Freshwater Spud Mud  
 1000' to 11130' - DAP Polymer

**Solids control equipment :** 0' - 11130'  
 - Two Shale Shakers  
 - Desander / Desilter / Degasser  
 - One High Speed Centrifuge  
 (if available)

**Est. total drilling fluid cost:** \$ 58,448.62

**ESTIMATED WELL GEOLOGY**

<b>Geological Strata Duchense County, UT</b>			
	Est. RKB @ 7305'		
Green River	?		
Wasatch	?		
North Horn	?		
Dark Canyon	?		
Price River	?		
<b>Total Depth</b>	<b>11,130 TMD</b>		

**DRILLING FLUID PROGRAM SUMMARY**

The following drilling fluid systems are proposed for the 5-23-36BTR well:

<b>HOLE SIZE (in.)</b>	<b>DRILLING FLUID SYSTEM</b>	<b>FLUID DENSITY (ppg)</b>	<b>INTERVAL LENGTH FROM - TO</b>
12 1/4"	Freshwater spud mud fluid system	8.3 – 9.0	0' to 1000'
8 3/4"	DAP Polymer fluid system	8.6 - 10.6	1000' to 11130'

**12 1/4" Hole Section ( 0' to 1000' TMD )**

A freshwater spud mud drilling fluid system is recommended to drill this interval. Drill out conductor casing shoe with freshwater using additions of AQUAGEL and EZ-MUD to maintain fluid properties, as well as in hi-vi sweeps to facilitate hole cleaning. Pump BARACARB (25/50)/ sawdust sweeps prior to tripping out of the hole. Monitor the drill-string for tight connections. Expect minor to severe lost circulation in this interval. Pump sweeps of saw dust/ BARACARB at 5-10 ppb for minor seepage and sweeps of N-seal at 5 ppb and saw dust at 10 ppb for more severe losses. When total depth (TD) is reached make a wiper trip to the shoe to "clean up" the well bore, a string of 9 5/8" casing will then be set and cemented back to surface.

**7 7/8" Hole Section ( 1,000' to 11130' TMD )**

After drilling the surface hole section, dump all of the drilling fluid used in the surface interval to the reserve pit. Check reserve pit water to make sure it is acceptable to use for drilling fluid.

Mud up with the following:

- .5 lb./bbl N-Vis P
- 2 lb/bbls ZEOGEL
- .5 lb/bbl BARACOR 700 (or phosphates over 1300 ppm (see corrosion program))
- 3% by volume DAP

Maintain 3% DAP in the reserve pit while drilling this section. (add 3.5 ppb for every 1% increase)

Add BARACAT to reserve pit to flocculate out solids. This system should have sufficient YP to keep the hole clean while drilling this interval.

Mud-up DAP Polymer fluid system prior to drilling into the Mesaverde formation at approximately 9,000'. Adjust the drilling fluid weight to control gas pressures and water flows. Treat lost circulation with N-SEAL, Calcium Carbonate. Monitor carbonate and bicarbonate levels. Add BARACOR 95 to control excessive carbonate/bicarbonate levels. Expect gas kicks and possible water flows in this

Duchesne County, Utah

interval. Increases in fluid density will result in increased lost circulation. Maintain good API filtration and fluid rheological properties. Follow product additions and concentrations as specified in this fluid program.

Recommended Drilling Fluids Properties							
Drilling Depth (ft)	Fluid Density (lb/gal)	Funnel Viscosity (sec/qt)	API Filtrate (ml)	pH	Plastic Viscosity (cP)	Yield Point (lbs/100ft <sup>2</sup> )	Low Gravity Solids (% by Vol)
0' – 1000'	8.3 - 8.8	26 - 36	NC	7.0- 8.5	0 – 15	0 - 24	< 8
Surface casing: 10 ¾" set at 1000' TMD							

- ◆ Spud with freshwater. Circulate through a reserve pit **if possible**.
- ◆ Mix 10.0-ppb AQUAGEL, 1.0 ppb EZ MUD, and 0.5-ppb lime in 50 bbl sweeps to improve well bore cleaning.
- ◆ Mix 1.0 gal. EZ-MUD down drill sting on connections for shale inhibition and optimum drill solids removal by the solids control equipment.
- ◆ Mix sweeps of saw dust/ BARACARB(25/50) at 5-10 ppb for minor seepage and N-seal at 5 ppb and saw dust at 10 ppb for more severe losses.
- ◆ If well bore conditions indicate, mud up to a DAP fluid system as indicated in the production interval.

Drilling Depth (ft)	Fluid Density (lb/gal)	Funnel Viscosity (sec/qt)	API Filtrate (ml)	pH	Plastic Viscosity (cP)	Yield Point (lbs/100ft <sup>2</sup> )	Low Gravity Solids (% by Vol)
1,000" – 11,300'	8.6 - 10.6	42 - 52	<20	10.5- 12.0	0-15	0-20	< 8
Production casing: 5 ½" set at 11,130' TMD							

- ◆ Drill out the surface casing shoe with DAP Polymer fluid system.
- ◆ Build initial pH with caustic soda then maintain with lime
- ◆ Additions of 0.5-ppb BARAZAN D can be used to enhance the low end rheology for optimum well bore cleaning and a lower solids drilling fluid.
- ◆ For seepage losses sweep the hole with 10.0-ppb BARACARB (25/50) in sweeps.
- ◆ For more severe losses sweep the hole with 5.0-ppb N-SEAL and 10.0-ppb Saw Dust. If losses can't be controlled, spot an 80.0-ppb HYDRO-PLUG pill across the loss zone(s).
- ◆ Spot pills of LUBRA-BREADS and/or TOURQE-LESS for additional torque and drag reduction as needed in dog-legs.
- ◆ **Prior to drilling into the Mesaverde formation mud-up to a DAP Polymer fluid system.**
- ◆ For mud-up and fluid property maintenance mix the following products listed in order of addition:

1.) Freshwater - 1.0-bbl

Duchesne County, Utah

2.) ALDACIDE G	-	0.2-ppb
3.) AQUAGEL	-	8.0-ppb
4.) CLAY GRABBER	-	0.5-ppb
5.) THERMA-THIN	-	1.0-ppb
6.) PAC-R	-	1.0-ppb
7.) POLYAC PLUS	-	1.0-ppb
8.) DAP	-	4.0-ppb
9.) BAROID	-	as needed for fluid density



SUMMARY ESTIMATED PRODUCT USAGE			
PRODUCT	UNIT SIZE	TOTAL UNITS	
CRYSTAL DRILL	5 gal.	17	
BARACOR 700	5 gal	35	
N-SEAL	40 LBS	22	
BAROID	100 lbs.		
BARACARB (25/50)	50 lbs.	100	
CAUSTIC SODA		23	
CORROSION RINGS	EACH	2	
DIAMOND SEAL	5 gal.	5	
EZ MUD	5 gal.	13	
DAP	50 LBS	450	
DAP	BULK	0	
LIME	50 LBS	25	
LUBRA-BEADS	5 LBS	5	
PAC-R	50 lbs.	20	
SAWDUST	20 LBS	150	
ZEOGEL	50 lbs.	250	

- Estimated drilling fluid cost: \$ 58,448.62, dependant on mud weight and lost circulation.
- Estimated drilling time at 20 days to reach 11130' TMD.

HALLIBURTON

**Bill Barrett Corporation E-bill  
Do Not Mail-1099 18th St,ste 2300w  
Denver, Colorado 80202**

Cedar Rim Field  
Duchesne County, Utah  
United States of America

## **Cement Surface Casing**

Prepared for: Dominic Spencer  
June 6, 2008  
Version: 1

Submitted by:  
Jared Fenton  
Halliburton  
1125 17th Street #1900  
Denver, Colorado 80202  
303.249.7704

HALLIBURTON

## Job Recommendation

**Cement** Surface

**Casing**

### Fluid Instructions

#### Fluid 1: Water Spacer

##### Water Spacer

- 0.42 lbm/bbl Halliburton Gel (Light Weight Additive)
- 0.125 lbm/bbl Poly-E-Flake (Lost Circulation Additive)

Fluid Density: 8.340 lbm/gal

Fluid Volume: 20 bbl

#### Fluid 2: Lead Cement

##### Halliburton Light Premium

- 1 % Calcium Chloride (Accelerator)
- 0.125 lbm/sk Poly-E-Flake (Lost Circulation Additive)

Fluid Weight 12.700 lbm/gal

Slurry Yield: 1.819 ft<sup>3</sup>/sk

Total Mixing Fluid: 9.716 Gal/sk

Top of Fluid: 0 ft

Calculated Fill: 1500 ft

Volume: 146.425 bbl

Calculated Sacks: 451.961 sks

Proposed Sacks: 455 sks

#### Fluid 3: Tail Cement

##### Premium Cement

- 2 % Calcium Chloride (Accelerator)
- 0.125 lbm/sk Poly-E-Flake (Lost Circulation Additive)

Fluid Weight 15.600 lbm/gal

Slurry Yield: 1.197 ft<sup>3</sup>/sk

Total Mixing Fluid: 5.238 Gal/sk

Top of Fluid: 1500 ft

Calculated Fill: 800 ft

Volume: 78.093 bbl

Calculated Sacks: 366.301 sks

Proposed Sacks: 370 sks

**Job Recommendation**

**Cement Production Casing**

Fluid Instructions

Fluid 1: Water Spacer  
5 bbl Water

Fluid Density: 8.330 lbm/gal  
Fluid Volume: 5 bbl

Fluid 2: Reactive Spacer

Super Flush 101 XLC  
4.16667 gal/Mgal  
40 bbl  
1 lbm/bbl Tuf Fiber 594 (Lost Circulation Additive)

Fluid Density: 10 lbm/gal  
LGC-35 CBM (Gelling Agent) Fluid Volume:

Fluid 3: Water Spacer

5 bbl Water

Fluid Density: 8.330 lbm/gal  
Fluid Volume: 5 bbl

Fluid 4: 10.5# CBM Lite (Type V)

VARICEM (TM) CEMENT  
0.3 % SteelSeal (Additive Material)  
1 lbm/sk Pheno Seal - Blend (Lost Circulation Additive)  
0.125 lbm/sk Poly-E-Flake (Lost Circulation Additive)  
1 lbm/sk Tuf Fiber 594 (Lost Circulation Additive)

Fluid Weight 10.500 lbm/gal  
Slurry Yield: 4.312 ft<sup>3</sup>/sk  
Total Mixing Fluid: 27.925 Gal/sk  
Top of Fluid: 3064 ft  
Calculated Fill: 511 ft  
Volume: 38.400 bbl  
Calculated Sacks: 50 sks  
Proposed Sacks: 50 sks

Fluid 5: Highbond 75

HALCEM (TM) SYSTEM  
0.2 % HR-5 (Retarder)  
0.25 lbm/sk Poly-E-Flake (Lost Circulation Additive)  
5 lbm/sk Gilsonite (Lost Circulation Additive)

Fluid Weight 10.700 lbm/gal  
Slurry Yield: 2.917 ft<sup>3</sup>/sk  
Total Mixing Fluid: 17.263 Gal/sk  
Top of Fluid: 3575 ft  
Calculated Fill: 3293 ft  
Volume: 247.452 bbl  
Calculated Sacks: 476.292 sks  
Proposed Sacks: 480 sks

Fluid 6: Tuned Light RS1

TUNED LIGHT (TM) SYSTEM

Fluid Weight 11.500 lbm/gal

# HALLIBURTON

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0.2 % Super CBL (Expander)  
0.2 % HR-5 (Retarder)

Slurry Yield: 3.208 ft<sup>3</sup>/sk  
Total Mixing Fluid: 18.558 Gal/sk  
Top of Fluid: 6868 ft  
Calculated Fill: 4275 ft  
Volume: 241.355 bbl  
Calculated Sacks: 422.416 sks  
Proposed Sacks: 425 sks

Fluid 7: Water Based Spacer  
Clay Fix II  
0.1 gal/bbl Clayfix II (Clay Control)

Fluid Density: 8.400 lbm/gal  
Fluid Volume: 259.050 bbl

Well name:	<b>BTR General</b>
Operator:	<b>Bill Barrett Corporation</b>
String type:	Surface
Location:	SWNW Sec. 21, T3S-R6W, Duchesne Co., UT

**Design parameters:**

Collapse

Mud weight: 8.80 ppg

Design is based on evacuated pipe.

**Minimum design factors:**

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

Burst

Max anticipated surface

pressure: 1,085 psi

Internal gradient: 0.22 psi/ft

Calculated BHP 1,745 psi

No backup mud specified.

Tension:

8 Round STC: 1.80 (J)

8 Round LTC: 1.80 (J)

Buttress: 1.80 (J)

Premium: 1.80 (J)

Body yield: 1.80 (B)

Tension is based on buoyed weight.

Neutral point: 2,608 ft

**Environment:**

H2S considered? No  
 Surface temperature: 60.00 °F  
 Bottom hole temperature: 97 °F  
 Temperature gradient: 1.22 °F/100ft  
 Minimum section length: 150 ft

Cement top: Surface

Non-directional string.

**Re subsequent strings:**

Next setting depth: 10,985 ft  
 Next mud weight: 10.600 ppg  
 Next setting BHP: 6,049 psi  
 Fracture mud wt: 11.200 ppg  
 Fracture depth: 3,000 ft  
 Injection pressure 1,745 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	3000	9.625	36	J-55	ST&C	3000	3000	8.765	232
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	1371	2020	1.473	1745	3520	2.017	119	394	3.311

Prepared Dominic Spencer  
 by: Bill Barrett

Phone: (303) 312-8164  
 FAX: (303) 291-0420

Date: June-19 2008  
 Denver, Colorado

Remarks:

Collapse is based on a vertical depth of 3000 ft, a mud weight of 8.8 ppg. The casing is considered to be evacuated for collapse purposes.

Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

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

**Surface Use Plan for  
Bill Barrett Corporation's  
Development Program  
Black Tail Ridge Area  
Duchesne County, Utah**

**1. Existing Roads:**

The Black Tail Ridge Areas are located approximately 12 miles Southwest of Duchesne, Utah and extend from Township 3 South, Range 5 West, Range 6 West, and Range 7 West and the North ½ of Township 4 South, Range 5 West, Range 6 West, and Range 7 West. The specific location of a particular well pad will be shown on maps and described in the site specific APD.

The use of state and county roads under UDOT and Duchesne County Road Department maintenance is necessary to access the Project Area. Improvements to existing access roads will be noted in the site specific APD's.

**2. Planned Access Roads:**

Descriptions of the individual access road(s) will be included in the site specific APD and ROW application.

Surface disturbance and vehicular traffic will be limited to the approved location and approved access route.

**3. Location of Existing Wells With-In A One-Mile Radius**

Water wells – None.

Abandoned wells – (6) – NE1/4 Section 23, T3S, R6W  
SW1/4 Section 24, T3S, R6W  
SW1/4 Section 24, T3S, R6W  
NE1/4 Section 25, T3S, R6W  
SW1/4, Section 25, T3S, R6W  
NE1/4, Section 26, T3S, R6W

Temporarily abandoned wells – None.

Disposal wells – None.

Drilling wells – None.

Producing wells – (1) – SW1/4, Section 24, T3S, R6W.

**4. Location of Tank Batteries, Production Facilities, and Production Gathering And Service Lines:**

The following guidelines will apply if the well is productive:

All permanent (on site for six months or longer) structures constructed or installed will conform to DOGM standards. All facilities will be painted within six months of installation.

A containment dike will be constructed completely around production facilities which contain fluids (i.e., production tanks, produced water tanks). This dike will be constructed of compacted subsoil, be impervious, and hold a minimum of 110% of the capacity of the largest tank. Topsoil will not be used for the construction of dike(s).

A description of the proposed pipeline and a map illustrating the proposed route will be submitted with the well site specific APD.

**5. Location and Type of Water Supply**

The Duchesne City Culinary Water Dock located in section 1, T4S-R5W will be used for water supply for drilling and completion operations. Additional water supply sources will be addressed in the site specific APD, indicating the location and type of water supply.

**6. Source of Construction Materials:**

All construction materials for this location site and access road shall be borrowed (local) material accumulated during construction of the location site and access road. No construction materials will be removed from fee lands. If any gravel is used, it will be obtained from an approved gravel pit.

**7. Methods of Handling Waste Materials:**

Drill cuttings will be contained and buried in the reserve pit.

Drilling fluids, including any salts and chemicals, will be contained in the reserve pit. Upon termination of drilling and completion operations, the liquid contents of the reserve pit will be used at the next drill site or will be removed and disposed of at an approved waste disposal facility within 180 days after drilling is terminated. Immediately upon well completion, any hydrocarbons in the pit shall be removed.

Unless otherwise specified in the site specific APD, the reserve pit will be constructed on the location and will not be located within natural drainages, where a flood hazard exists or surface runoff will destroy or damage the pit walls. The reserve pit will be constructed so that it will not allow discharge of liquids.

If it is determined, at the onsite, that a pit liner is necessary, the reserve pit will be lined with a synthetic reinforced liner a minimum of 12-millimeters thick. The liner will overlay a felt-liner pad if rock that might tear or puncture the liner is encountered during excavation. The liner will overlap the pit walls and be

covered with dirt and/or rocks to hold it in place. Trash, scrap pipe, etc. that could puncture the liner will not be disposed of in the pit. Pit walls will be sloped no greater than 2:1. A minimum 2-foot freeboard will be maintained in the pit at all times during the drilling and completion operations. The pit liner will be protected during drilling and completion operations.

No water well will be drill on this lease. Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W. The trucked water will follow the access route described in the plat package of each APD. Production fluids will be contained in leak-proof tanks. All production fluids will be sold, recycled, or disposed of at approved disposal sites.

Any spills of oil, gas, salt water, or other noxious fluids will be immediately cleaned up and removed to an approved disposal site.

A chemical self-contained sanitary-toilet will be onsite during drilling and completions.

Garbage, trash, and other waste materials will be collected in a portable, self-contained, fully enclosed trash cage during operations. Trash will not be burned on location.

All debris and other waste materials not contained in the trash cage will be cleaned up and removed from the location immediately after removal of the drilling rig.

Any open pits will be fenced during the operations. The reserve pit fencing will be on three sides before drilling operations start. The fourth side will be fenced as soon as drilling is completed and the rig is removed. The fencing will be maintained until such time as the pits are backfilled.

**8. Ancillary Facilities:**

Garbage containers and portable toilets are the only ancillary facilities proposed. No additional ancillary facilities are foreseen in the future.

**9. Wellsite Layout:**

A Location Layout Diagram describing drill pad cross-sections, cuts and fills, and locations of mud tanks, reserve pit, flare pit, pipe racks, trailer parking, spoil dirt stockpile(s), and the surface materials stockpile(s) will be included with the site specific APD and developed through a consultant.

**10. Plans for Restoration of the Surface:**

The dirt contractor will be provided with an approved copy of the surface use plan and these Standard Operating Procedures prior to commencing construction activities.

Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, materials, trash, and debris not required for production. All reclamation standards will be developed between Bill Barrett Corporation (BBC) and the fee surface owner. Abandoned well sites, roads, and other disturbed areas will be restored as near as practical to their original condition. Where applicable, these conditions may include the re-establishment of irrigation systems, the re-establishment of appropriate soil conditions, and the re-establishment of vegetation as specified.

All disturbed areas will be recontoured to the approximate natural contours.

Any drainage rerouted during the construction activities shall be restored as near as possible to its original line of flow.

Prior to backfilling the reserve pit, the fence surrounding the reserve pit will be removed. The pit liner will be cut off at the water or mud line and disposed of at an approved landfill site. The remaining liner will be torn and perforated after the pit dries and prior to backfilling the reserve pit.

Before any dirt work associated with reserve pit restoration takes place, the reserve pit shall be as dry as possible. All debris in it will be removed. Other waste and spoil materials will be disposed of immediately upon completion of operations. The reserve pit will be reclaimed within 180 days from the date of well completion, weather permitting, unless it is determined that this location will be utilized to drill additional wells within 1 year of completing operations.

After the reserve pit has been reclaimed, diversion ditches and water bars will be used to divert precipitation runoff/runoff as appropriate.

Prior to the construction of the location, the top 6 inches or maximum available topsoil material will be stripped and stockpiled. Placement of the topsoil will be noted on the location plat attached to the site specific APD. Topsoil shall be stockpiled separately from subsoil materials. Topsoil salvaged from the reserve pit shall be stockpiled separately near the reserve pit. When all drilling and completion activities have been completed, the unused portion of the location (area outside the deadmen) will be recontoured and the stockpiled topsoil spread over the area.

If topsoil must be stored for more than one year:

It shall be windrowed on the uphill side of the location to prevent any possible contamination. All topsoil will be stockpiled for reclamation in such a way as to prevent soil loss and contamination.

It shall be broadcast seeded with the prescribed seed mixture immediately after windrowing. Seed will be drilled on the contour to an appropriate depth and the stockpile then "walked" with a dozer to cover the seed and roughen the soil to prevent erosion.

Mulching may be considered to enhance the re-establishment of desired native plant communities. If straw or hay mulch is used, the straw and hay must be certified to be weed-free and the documentation submitted prior to usage.

When restoration activities have been completed, the location site and new access road cuts and shoulders shall be reseeded. Prior to reseeding, all disturbed areas, including the old access road will be scarified and left with a rough surface.

BBC will inform the fee surface owner about the required seed mixture. Seed will be drilled on the contour to an appropriate depth. If broadcast seeded, the amount of seed mixture per acre will be doubled, and a harrow or some other implement will be dragged over the seeded area to assure coverage of the seeds.

At final abandonment, BBC will follow UT-DOGM standards for final well abandonment.

**11. Surface Ownership**

The well location and proposed access road route is located on fee surface estate.

I hereby certify that Bill Barrett Corporation has reached an agreement with Lee W. Hand and/or Lorayne Hand Jacobes for the protection of surface resources and reclamation of disturbed areas and/or damages in lieu thereof.

6/23/2008  
Date

  
\_\_\_\_\_  
Reed Haddock – Permit Analyst  
Bill Barrett Corporation

**12. Other Information:**

The operator is fully responsible for the actions of its subcontractors. A copy of these conditions will be furnished to the BBC field representative to ensure compliance.

The operator will control noxious weeds along applied access road authorizations, pipeline route authorizations, well sites or other applicable facilities

Wells drilled during the fire season (June – October) all appropriate precautions shall be instituted to ensure that fire hazard is minimized, including, but not limited to, controlling vegetation and keeping fire fighting equipment readily available during all drilling and completion operations.

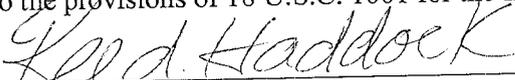
Drilling rigs and/or equipment used during drilling operations on locations will not be stacked or stored on the fee surface owner after the conclusion of drilling operations or at any other time without permission by the fee surface owner. If the fee surface owner grants permission, such storage will only be temporary measure.

Travel will be restricted to approved travel routes.

## OPERATOR CERTIFICATION

This drilling permit will be valid for a period of two (2) years from the date of approval. After permit termination, a new application will be filed for approval for any future operations.

I hereby certify that I, or persons under my direct supervision, have inspected the proposed drill site and access route; that I am familiar with the conditions which currently exist; that the statements made in this plan are, to the best of my knowledge, true and correct; and that the work associated with operations proposed herein will be performed by Bill Barrett Corporation and its contractors and subcontractors in conformity with this 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.

  
\_\_\_\_\_  
Reed Haddock  
Permit Analyst

DATE: November 1, 2007

### **BBC Representatives:**

Reed Haddock  
Bill Barrett Corporation  
1099 18<sup>th</sup> Street, Suite 2300  
Denver, CO 80202  
Phone: 303-312-8546  
Fax: 303-291-0420

Scot Donato, Environmental Health and Safety; phone: (303) 312-8191  
Mike Angus, Area Superintendent; phone: (435) 724-8016

# BILL BARRETT CORPORATION

#5-25-36 BTR

SECTION 25, T3S, R6W, U.S.B.&M.

PROCEED IN A WESTERLY DIRECTION FROM DUCHESNE, UTAH ON HIGHWAY 40 APPROXIMATELY 6.9 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTH; TURN RIGHT AND PROCEED IN A NORTHERLY, THEN NORTHEASTERLY DIRECTION APPROXIMATELY 0.3 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTH; TURN LEFT AND PROCEED IN A NORTHERLY, THEN NORTHEASTERLY DIRECTION APPROXIMATELY 1.0 MILES TO THE JUNCTION OF THIS ROAD AN AN EXISTING ROAD TO THE NORTH; TURN LEFT AND PROCEED IN A NORTHERLY, THEN NORTHEASTERLY DIRECTION APPROXIMATELY 0.3 MILES TO THE BEGINNING OF THE PROPOSED ACCESS ROAD TO THE NORTH; FOLLOW ROAD FLAGS IN A NORTHERLY, THEN NORTHEASTERLY DIRECTION APPROXIMATELY 200' TO THE PROPOSED LOCATION.

TOTAL DISTANCE FROM DUCHESNE, UTAH TO THE PROPOSED LOCATION IS APPROXIMATELY 8.2 MILES.

## AFFIDAVIT

STATE OF UTAH

COUNTY OF DUCHESNE

WHEREAS, the undersigned affiant, Clint W. Turner, CPL, is a contract landman contracted by Bill Barrett Corporation to secure a Surface Use Agreement from the Hand family for the drilling of the #5-25-36 BTR well located in the SW/14NW1/4 of Section 25, Township 3 South, Range 6 West, USM, Duchesne County, Utah, and

WHEREAS, as of July 7, 2008, efforts to obtain a separate Surface Use Agreement have been unsuccessful.

THEREFORE, affiant states the following regarding efforts to obtain such Surface Use Agreement:

1. On April 21, 2008, Garry Carlson, a landman for Turner Petroleum Land Services, Inc., contacted Lorayne Hand and obtained her permission to survey the well. Ms. Hand indicated she would let the rest of the family know that Bill Barrett Corporation was going to survey and drill the well.
2. On June 22, 2008, an attempt was made to contact Lee Hand at his home. Laurie Jacobs, one of the Hand family, answered the phone. We discussed with Ms. Jacobs the drilling of the well and the need for a Surface Use Agreement. Ms. Jacobs asked us to send the Agreement to her attorney, James Day, and whatever he and she decided the rest of the family would go along with it. A copy of the Surface Use Agreement was sent to Mr. Day for his review.
3. Again on June 27, 2008, Mr. Carlson e-mailed Mr. Day advising him that Bill Barrett was going to drill the #5-25-36 BTR Well and indicated to Mr. Day again that upon his approval Ms. Jacobs and the rest of the family would go along with the submitted Agreement.
4. On June 27, 2008, Mr. Carlson received the following e-mail from James Day, and I quote:  
"My recommendation to Laurie Hand Jacobs is that she not sign any agreement settling damages prior to the oil company's conduct of operations on the property. Your proposed agreement releases and waives any right to claim any damages which might be caused by the oil company at any time in the course of its operations. It additionally provides for a cross indemnity between the oil company and the Lessors, which the Lessors should not be making. My preference and advice to Laurie is to leave the oil company to its producer's rights as provided in the lease, with the oil company's indemnity and damage payment

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JUL-09 2008

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obligations in the lease left intact. We simply can't safely anticipate the level and extent of possible damages which may be caused by the oil company in the course of its operations on the property.

You are not authorized by Laurie or me to represent to the other mineral Owners that either Laurie or I have approved the Surface Damage and Right-of-Way Settlement which you have proposed."

5. On June 30, 2008, Patrice Goldman, one of the Hand family, was contacted and advised us that Laurie was the leader of the family and they would have meetings and pretty well went along with her suggestions.

Further Affiant saith naught.

Signed this 7<sup>th</sup> day of July, 2008.

AFFIANT:

  
Clint W. Turner

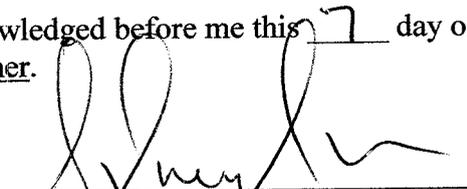
Acknowledgment

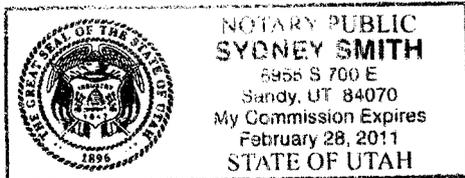
STATE OF UTAH )

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7 day of July, 2008, by Clint W. Turner.

My Commission Expires: Feb 28, 2011

  
Notary Public  
Residing at: Zion's Bank, Sandy, UT



Producers 88 (Orig. 11/83)  
(PAID-UP)

OIL AND GAS LEASE

Ent 206677 bk 11317 p 885  
Dat 02-JUL-2007 10:52AM  
Pet 12.00 Check  
Filed By: CBN  
CAROLYNE MADSEN, Recorder  
DUCHESNE COUNTY CORPORATION  
For: TURNER PETROLEUM LAND

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH 2007, Between

HAROLD EDWARD HAND III  
224 MARINE AVENUE, UNIT B  
MANHATTAN BEACH, CA 90266

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas, or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Payments.** This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in effect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. **Royalty payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintain in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessees judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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erest. If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the full mineral estate in such part of the leased premises.

**Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. Any change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or descendant or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

**12. Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principal place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**14. Subsequent Leases.** In the event that Lessor, during the primary of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

**15. Homestead Exemption.** Lessor hereby expressly releases dower or curtesy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

*subject to payment of \$500 as returned in 4/24/07 correspondence. HA*

X *Harold E Hand III*  
HAROLD EDWARD HAND III

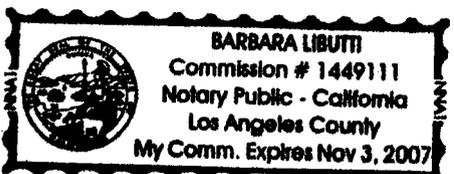
State of CALIFORNIA )  
                                  )ss.  
County of Los Angeles

On this the 9<sup>th</sup> of MAY, 2007, before me personally, HAROLD EDWARD HAND III, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this 9<sup>th</sup> day of May, 2007.

My commission expires: 11.3.2007

*Barbara Libutti*  
Notary Public  
Address: 111 W. OCEAN BLVD  
LONG BEACH, CA 90802



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1302

OIL AND GAS LEASE

Ent 396676 Bk M317 Pg 803  
Date: 02-JUL-2007 10:51AM  
Fee: \$12.00 Check  
Filed By: CBM  
2007  
CAROL M. JOHNSON, Recorder  
DUCHESTER COUNTY CORPORATION  
FOR TURNER PETROLEUM LAND

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH  
CARMEN T. HAND  
1860 OGDEN DRIVE #105  
BURLINGAME, CA 94010

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Payments. This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in affect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. Royalty payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintain in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be the proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

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er Interest. If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the all mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations there after arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principle place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Subsequent Leases.** In the event that Lessor, during the primary of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

15. **Homestead Exemption.** Lessor hereby expressly releases dower or curtsy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

X *Carmen T. Hand*  
CARMEN T. HAND

State of CALIFORNIA )  
County of SAN MATEO )

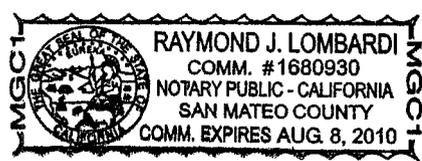
Ent 396676 BK M0317 Pg 0804

On this the 9<sup>th</sup> of MAY, 2007, before me personally, CARMEN T. HAND, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he/she/they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this 9<sup>th</sup> day of MAY, 2007.

My commission expires: Aug 8, 2010

*Raymond J. Lombardi*  
Notary Public  
Address: 1519 TROUSDALE DR  
BURLINGAME CA 94010



Market Ridge

12.00

OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH

Ent 396062 Bk M317 Pg 663  
Date 2007.03.20 11:49AM  
Fee \$12.00 Check  
Filed By: CC  
CAROLYNE MADSEN, Recorder  
DUCESNE COUNTY CORPORATION

LEE W. HAND  
530 ENTRADA DRIVE  
NOVATO, CALIFORNIA 94949

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1295 East, Sandy, UT 84094, as

Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less

(including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Payments. This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent

for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date Lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in effect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. Royalty payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such priced then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered hereby are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

7. Lesser Interest. If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the

UT 11358

state in such part of the leased premises.

**Assignment Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. Any change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be effective on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessor's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery; Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

**12. Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principle place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**14. Subsequent Leases.** In the event that Lessor, during the primary of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

**15. Homestead Exemption.** Lessor hereby expressly releases dower or curtsy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

X Lee W Hand  
LEE W HAND

State of CA )  
County of MARIN )

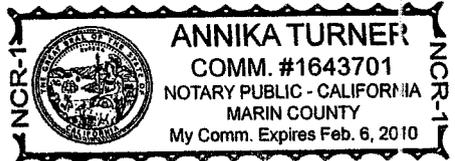
Ent 396062 Bk M0317 Pg 0664

On this the 21 of MAY, 2007, before me personally, LEE W. HAND, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he/she/they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this 21 day of May, 2007.

My commission expires: FEB 6 2010

Annika Turner  
Notary Public  
Address: 448 IGNACIO BLVD NOVATO CA



Handwritten: 1139

OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH Ent 306861 Bk M317 Pg 661  
PATRICE GOLDMAN Date: 12-JUN-2007 11:48AM  
2 ESCALEN DRIVE Fee: \$12.00 Check  
MILL VALLEY, CA 94941 Filed By: CC  
CAROLYNE MADSEN, Recorder

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Payments. This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in affect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. Royalty payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such priced then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintain in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

7. Lesser Interest. If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the

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such part of the leased premises.

anges. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns.

Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of s. of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in ee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to e credit of decedent or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

9. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations there after arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Ancillary Rights. In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery; Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

11. Regulation and Delay. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. Breach or Default. No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principle place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

13. Warranty of Title. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. Subsequent Leases. In the event that Lessor, during the primary of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

15. Homestead Exemption. Lessor hereby expressly releases dower or curtsy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

*Patrice Goldman*  
PATRICE GOLDMAN

State of *California*  
County of *Marin*

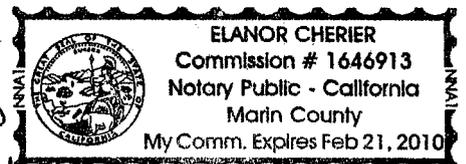
Ent 396061 Bk M0317 Pg 0662

On this the *22<sup>nd</sup>* of *May*, 2007, before me personally, PATRICE GOLDMAN, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he/she/they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this *22<sup>nd</sup>* day of *May*, 2007.

My commission expires: *Feb. 21, 2010* *Elanor Cherier*

Notary Public  
Address: *775 E. Blithedale  
Mill Valley, CA*



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**OIL AND GAS LEASE**

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of, MARCH

BARBARA ELLEN HAND BURKE

PO BOX 194

5820 Lone Tree Lane

SHINGLE SPRINGS, CALIFORNIA 95682

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as

Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

**1. Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

**2. Term of Lease.** This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

**3. Payments.** This is a **PAID-UP LEASE**. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date Lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in effect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

**4. Royalty payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

**5. Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

**6. Pooling.** Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be the that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

**7. Lessor Interest.** If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on

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leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest in such part of the leased premises bears to the total mineral interest in such part of the leased premises.

**Change of Ownership.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by volume, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. Any change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

**12. Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principle place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**14. Subsequent Leases.** In the event that Lessor, during the primary of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

**15. Homestead Exemption.** Lessor hereby expressly releases dower or curtesy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

X Barbara Ellen Hand Burke  
BARBARA ELLEN HAND BURKE

State of CALIFORNIA )  
County of EL DORADO )

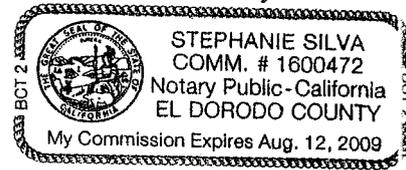
Ent 396060 BK M0317 Pg 0039

On this the 30<sup>th</sup> of APRIL, 2007, before me personally, BARBARA ELLEN HAND BURKE, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he/she/they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this 30<sup>th</sup> day of APRIL, 2007.

My commission expires: AUGUST 12<sup>th</sup> 2009

SEE ATTACHED NOTARY CERTIFICATE  
[Signature]  
Notary Public  
Address: 3450 PALMER DR. STE. 4  
CAMERON PARK CA 95622



OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH

Ent 356053 Bk M317 Pg 656  
Date: 12-JUN-2007 11:45AM  
Fee: \$12.00 Check

DONALD L. HAND

P.O. BOX 1018

HEMPSTEAD, TX 77445-1018

Filed By: CC

CAROLYNE MADSEN, Recorder

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East Sandy, UT 84091, as

Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Payments.** This is a **PAID-UP LEASE**. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent

for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date Lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in effect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. **Royalty payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases, likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be the that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

UT 11361

**Interest.** If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the mineral estate in such part of the leased premises.

**Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations there after arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

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**12. Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principle place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**14. Subsequent Leases.** In the event that Lessor, during the primary of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

**15. Homestead Exemption.** Lessor hereby expressly releases dower or curtsy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

X Donald L. Hand  
DONALD L. HAND

State of TEXAS )  
County of Waller )

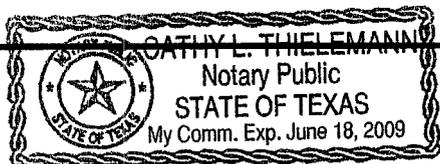
Ent 396059 Bk M0317 Pg 0657

On this the 22nd of May, 2007, before me personally, DONALD L. HAND, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this 22nd day of May, 2007.

My commission expires: 6/18/2009

Cathy L. Thielemann  
Notary Public  
Address: 2313 Main St  
Waller TX 77484



OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH  
MARILYN JEANNE LOGAN  
4009 TERRA GRANADA DR.  
WALNUT CREEK, CA 94595

Ent 396058 Bk M317 Pg 654  
Date 2007-02-20 11:44AM  
Fee: \$12.00 Check  
Filed by: CC  
CAROLYNE MADSEN, Recorder  
DUCHESE COUNTY CORPORATION

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Payments.** This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date Lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in effect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. **Royalty payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

UT 11362



OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH

MARIAN H. RONDON  
2301 LOCUST RIDGE COURT  
FALLS CHURCH, VA 22046

Ent 386857 Bk M317 Pg 652  
Date: 12-JUN-2007 11:44AM  
Fee: \$12.00 Check  
Filed By: CC  
CAROLYNE MADSEN, Recorder  
DUCHESE COUNTY, UTAH

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Payments.** This is a **PAID-UP LEASE**. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in affect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

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5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be the that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

7. **Lesser Interest.** If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the

UT 11363

state in such part of the leased premises.

**Assignment Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. Any change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of descendant or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

**12. Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principal place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**14. Subsequent Leases.** In the event that Lessor, during the primary of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

**15. Homestead Exemption.** Lessor hereby expressly releases dower or curtesy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

X *Marian H. Rondon*  
MARIAN H. RONDON

State of Virginia )  
County of Arlington)

Ent 396057 Bk M0317 Pg 0653

On this the 23rd of May, 2007, before me personally, MARIAN H. RONDON, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he/she/they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this 23rd day of May, 2007.

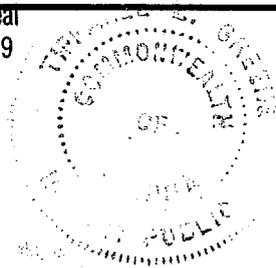
My commission expires:

*[Signature]*  
Notary Public

Address: 6500 Williamsburg Blvd, Arlington VA 22211

Embossed Hereon is My

Commonwealth of Virginia Notary Public Seal  
My Commission Expires, February 28, 2009  
TIFFANEE L. GREENE



OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH  
VIRGINIA LEE HAND GAFFNEY  
42 EDWARDS AVENUE  
SAUSALITO, CA 94965

Ent 396256 Bk M317 Pg 650  
Date: 12-JUN-2007 11:43AM  
Fee: \$12.00 Check  
Filed By: CC

CAROLYNE MADSEN, Recorder  
BLUESHINE COUNTY CORPORATION  
1275 East Sandy, UT 84094

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Payments. This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent

for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address know to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in affect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. Royalty payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such priced then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintain in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be the proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

7. Lessor Interest. If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the

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estate in such part of the leased premises.

**Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. Any change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of descendant or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations there after arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

**12. Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principle place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**14. Subsequent Leases.** In the event that Lessor, during the primary of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

**15. Homestead Exemption.** Lessor hereby expressly releases dower or curtsy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

*Virginia Lee Hand Gaffney*  
VIRGINIA LEE HAND GAFFNEY

TAYTAYOTZ 1.0 # 565-56-9615  
Ent 395056 BK #0317 Pg 0651

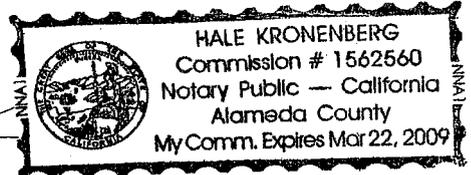
State of California )  
County of Alameda )

On this the 21 of MAY, 2007, before me personally, VIRGINIA LEE HAND GAFFNEY, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he/she/they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this 21 day of MAY, 2007.

My commission expires: 3-22-09

*Hale Kronenberg*  
Notary Public  
Address:



2140 SHATTUCK AVE. STE 608  
BERKELEY CA 94704

Blackhand

1400

OIL AND GAS LEASE

Ent 398209 Bk M319 Pg 105  
Date: 29-AUG-2007 9:19AM  
Fee: \$17.00 Check  
Filed by: CDM  
CAROLYNE MADSEN, Recorder  
DUCHESE COUNTY CORPORATION  
FOR TURNER PETROLEUM LAND

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH

CAROLYN HAND SHEA

2009 E. BAY AVE.

NEWPORT BEACH, CA 92661

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as

Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Payments. This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At

, or its successors, which shall be Lessor's depository agent

for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in affect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. Royalty payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such priced then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity, (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintain in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term or it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be the proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

7. Lesser Interest. If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the full mineral estate in such part of the leased premises.

UT 11634

**Assignment Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. Any change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

**9. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations there after arising with respect to the interest so released. If Lessee releases all interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**10. Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to the land or to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

**11. Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

**12. Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principle place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

**13. Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**14. Homestead Exemption.** Lessor hereby expressly releases dower or curtesy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

*x Carolyn Hand Shea*  
CAROLYN HAND SHEA

State of *California*  
County of *Los Angeles*

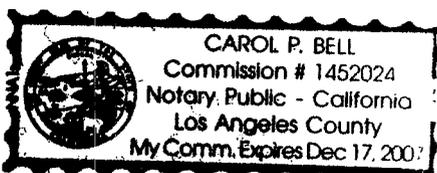
Ent 398209 Bk M0319 Pg 0106

On this the *7th* of *August*, 2007, before me personally, CAROLYN HAND SHEA, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that she executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this *7th* day of *August*, 2007.

My commission expires: *12/17/2007*

*Carol P. Bell*  
Notary Public  
Address: *655 Pea Canyon Rd  
Walnut, CA 91789*



**Addendum to Oil and Gas Lease made as of the 20<sup>th</sup> day of March, 2007, between Carolyn Hand Shea, as Lessor, and Turner Petroleum Land Services, Inc., as Lessee.**

Notwithstanding anything contained in the oil and gas lease to which this addendum is made a part, wherever inconsistent with the attached oil and gas lease the terms and provisions of this addendum shall prevail and control.

1. This Lease may not be held by the payment of shut-in royalty alone for any cumulative period of in excess of three (3) years.
2. In the event that a well is drilled and completed off of the leased premises on lands not pooled therewith (an "Outside Well"), and such Outside Well, if producing gas, is located within 1,320 feet of the boundary of the leased premises or lands pooled therewith or, if producing oil but not gas, is located within 660 feet of the boundary of the leased premises or lands pooled therewith, in paying quantities, Lessee shall commence the drilling of an offset well on the leased premises or lands pooled therewith so as to protect the leased premises or lands pooled therewith from uncompensated drainage, or surrender to Lessor a suitable location for the drilling of a protective well, whether or not Lessee has theretofore completed a well capable of producing in paying quantities on the leased premises or lands pooled therewith, unless such prior completed well is completed in the same producing zone or strata as the Outside Well and is at a suitable offset location, within a period of 90 days after production in such Outside Well has continued in commercial quantities for at least 30 consecutive days.
3. Lessee shall not pool or combine less than all of the leased premises or all of the leased premises into a pool or unit comprising more than 640 acres in total without the prior written consent of Lessor, which consent shall not be unreasonably withheld. In the event that only a portion of the leased premises are pooled, the pooled and unpooled portions of the leased premises shall be deemed segregated, and the unpooled portions of the leased premises may be held only by, as applicable, the payment of delay rental, the conduct of operations, production, or payment of shut-in royalties on such unpooled portions of the leased premises.
4. Lessee may not transfer or assign all or any portion of this lease, except to a person or entity having net assets of in excess of Five Million Dollars (\$5,000,000.00) without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
5. Lessee shall permit no lien to be filed upon the leased premises or upon the leasehold interest created hereby.
6. Lessee agrees to defend and indemnify Lessor against all suits, claims, damages, liabilities, causes of action or demands for personal injury or property damage arising from Lessee's operations hereunder.

Ent 398209 Bk M0319 Pg 0107

OIL AND GAS LEASE

Ent 397968 Bk M318 Pg 731  
Date: 22-AUG-2007 9:19AM  
Fee: \$147.00 Between  
Filed By: CBM  
CAROLYNE MADSEN, Recorder  
DUCHESE COUNTY CORPORATION  
TURNER PETROLEUM LAND

THIS LEASE AGREEMENT is made as of the 20<sup>TH</sup> day of MARCH  
LORAYNE HAND JACOBES  
1069 - 46<sup>TH</sup> STREET  
SACRAMENTO, CA 95819

As Lessor (whether one or more), and Turner Petroleum Land Services, Inc., 8438 South 1275 East, Sandy, UT 84094, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 3 SOUTH, RANGE 6 WEST, USM  
Section 25: NW¼

In the county of Duchesne, State of Utah, containing 160.00 Gross acres, more or less (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith, and all other minerals or substances, whether similar or dissimilar. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any royalties and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This lease shall be in force for a primary term of 5 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Payments. This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments to Lessor or to Lessor's credit in Pay directly to Lessor at the above address

At \_\_\_\_\_, or its successors, which shall be Lessor's depository agent for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date Lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and this lease shall continue in effect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment.

4. Royalty payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by the Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (12.5%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, royalty shall be one-eighth (12.5%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivery, processing, or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such of prevailing price), pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or any other substances covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to the Lessor and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to the Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but not operate to terminate this lease unless Lessee shall have failed for a period of thirty (30) days after discovery of failure to pay such shut-in payment to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term or it is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pool therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith, or (b) protect the lease premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the forgoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payment to be hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

7. Lessor Interest. If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the full mineral estate in such part of the leased premises.

UT 11645

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to the exclusive right to conduct geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to the land or to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including the restrictions on drilling and production of Wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principal place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the lease shall not be forfeited or cancelled in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Homestead Exemption.** Lessor hereby expressly releases dower or curtesy rights and releases and waives all right under or by virtue of the Homestead Exemption Laws as far as they may in any way affect the purposes for which this lease is made.

SEE ADDENDUM ATTACHED.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

X Lorayne Hand Jacobes 8-1-07  
LORAYNE HAND JACOBES

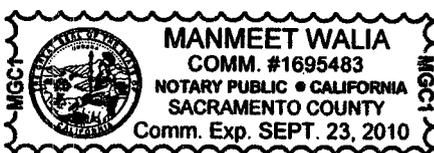
State of California  
County of Sacramento

On this the 01 of Aug, 2007, before me personally, LORAYNE HAND JACOBES, known to me to be the person whose name is subscribed to the foregoing instrument in the capacities stated, and acknowledged before me that he/she/they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal this 01 day of August 2007.

My commission expires: Sept 23, 2010

Manmeet Walia  
Notary Public  
Address: 5714 Folsom Blvd  
Sacramento CA 95819



# BILL BARRETT CORPORATION

#5-25-36 BTR

LOCATED IN DUCHESNE COUNTY, UTAH  
SECTION 25, T3S, R6W, U.S.B.&M.



PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKE

CAMERA ANGLE: WESTERLY



PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS

CAMERA ANGLE: WESTERLY



**UELS** Uintah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
435-789-1017 uels@uelsinc.com

**TOPOGRAPHIC  
MAP**

**6 18 08**  
MONTH DAY YEAR

PHOTO

TAKEN BY: D.S. | DRAWN BY: J.L.G. | REV: 07-16-08 C.H.

- Since 1964 -

# T3S, R6W, U.S.B.&M.

## BILL BARRETT CORPORATION

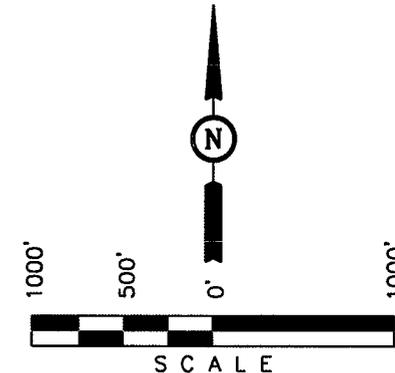
Well location, #5-25-36 BTR, located as shown in the SW 1/4 NW 1/4 of Section 25, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

### BASIS OF ELEVATION

SPOT ELEVATION AT A ROAD INTERSECTION LOCATED IN THE NW 1/4 OF SECTION 36, T3S, R6W, U.S.B.&M. TAKEN FROM THE RABBIT GULCH QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5904 FEET.

### BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.



### CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAN WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

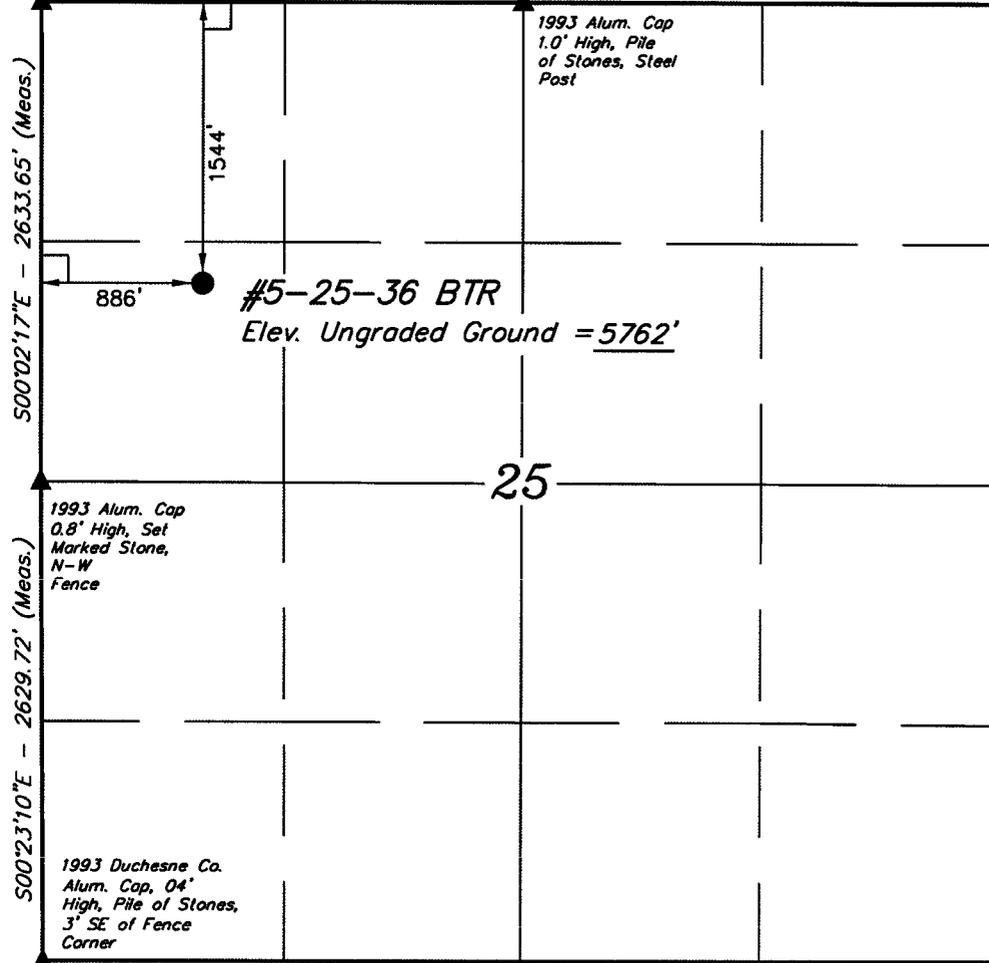
*Robert K. Barrett*  
 REGISTERED LAND SURVEYOR  
 REGISTRATION NO. 161319  
 STATE OF UTAH

REVISED: 07-15-08 C.H.

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 85 SOUTH 200 EAST - VERNAL, UTAH 84078  
 (435) 789-1017

SCALE 1" = 1000'	DATE SURVEYED: 05-23-08	DATE DRAWN: 06-09-08
PARTY D.R. A.W. L.K.	REFERENCES G.L.O. PLAT	
WEATHER WARM	FILE BILL BARRETT CORPORATION	

1993 Alum. Cap  
 0.4' High, Pile  
 of Stones, N-S  
 Fence  
 N89°58'31"W - 2668.63' (Meas.)  
 S89°50'E - 2640.00' (G.L.O.)



NORTH - 5280.00' (G.L.O.)

R6W  
 R5W

### LEGEND:

- └─┘ = 90° SYMBOL
- = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.

(NAD 83)  
 LATITUDE = 40°11'38.27" (40.193964)  
 LONGITUDE = 110°31'04.22" (110.517839)  
 (NAD 27)  
 LATITUDE = 40°11'38.43" (40.194008)  
 LONGITUDE = 110°31'01.66" (110.517128)



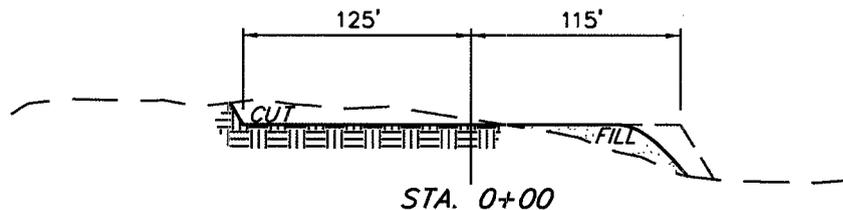
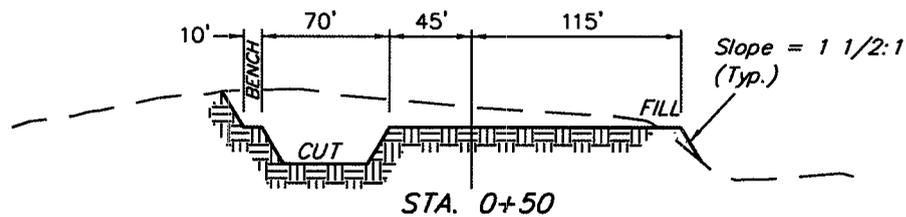
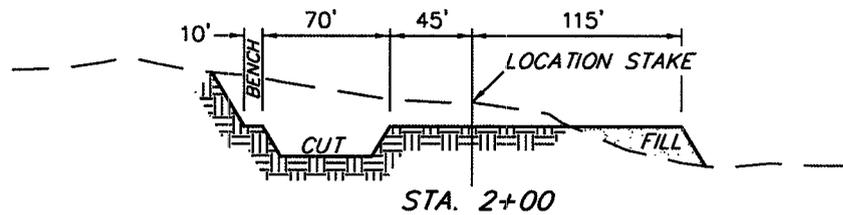
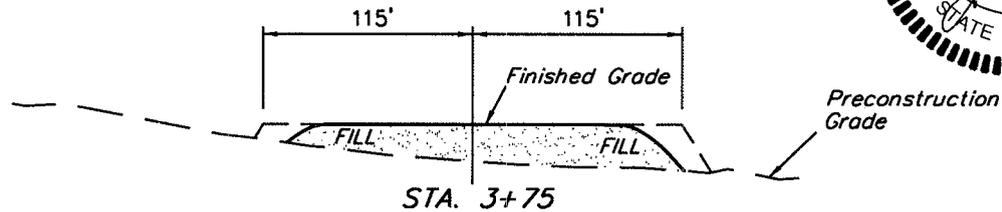
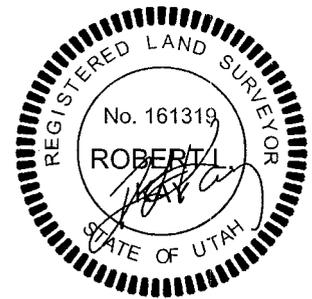
**BILL BARRETT CORPORATION**

**TYPICAL CROSS SECTIONS FOR**

**#5-25-36 BTR  
SECTION 25, T3S, R6W, U.S.B.&M.  
1544' FNL 886' FWL**

**FIGURE #2**

1" = 40'  
X-Section  
Scale  
1" = 100'  
DATE: 07-15-08  
DRAWN BY: C.H.



**APPROXIMATE ACREAGES**

WELL SITE DISTURBANCE = ±2.332 ACRES

ACCESS ROAD DISTURBANCE = ±0.145 ACRES

PIPELINE DISTURBANCE = ±0.371 ACRES

TOTAL = ±2.848 ACRES

**NOTE:**

Topsoil should not be Stripped Below Finished Grade on Substructure Area.

**\* NOTE:**

FILL QUANTITY INCLUDES 5% FOR COMPACTION

**APPROXIMATE YARDAGES**

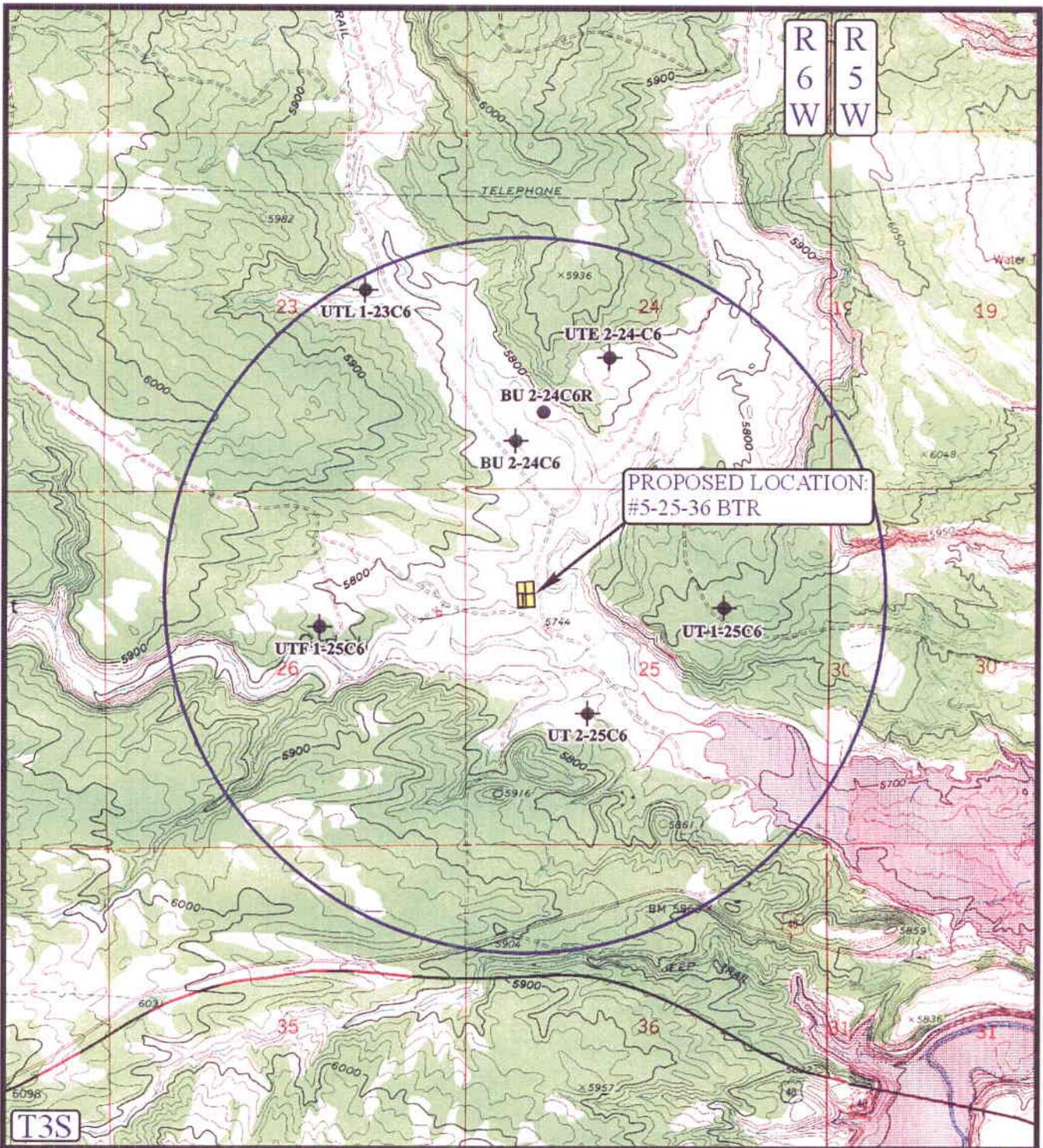
**CUT**  
(12") Topsoil Stripping = 3,940 Cu. Yds.  
Remaining Location = 12,260 Cu. Yds.  
**TOTAL CUT = 16,200 CU.YDS.**  
**FILL = 10,630 CU.YDS.**

EXCESS MATERIAL = 5,570 Cu. Yds.  
Topsoil & Pit Backfill (1/2 Pit Vol.) = 5,570 Cu. Yds.  
EXCESS UNBALANCE = 0 Cu. Yds. (After Interim Rehabilitation)

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T3S

R  
6  
W

R  
5  
W

- LEGEND:**
- ⊗ DISPOSAL WELLS
  - ⊗ WATER WELLS
  - PRODUCING WELLS
  - ⊗ ABANDONED WELLS
  - SHUT IN WELLS
  - TEMPORARILY ABANDONED

**BILL BARRETT CORPORATION**

#5-25-36 BTR

SECTION 25, T3S, R6W, U.S.B.&M.

1544' FNL 886' FWL

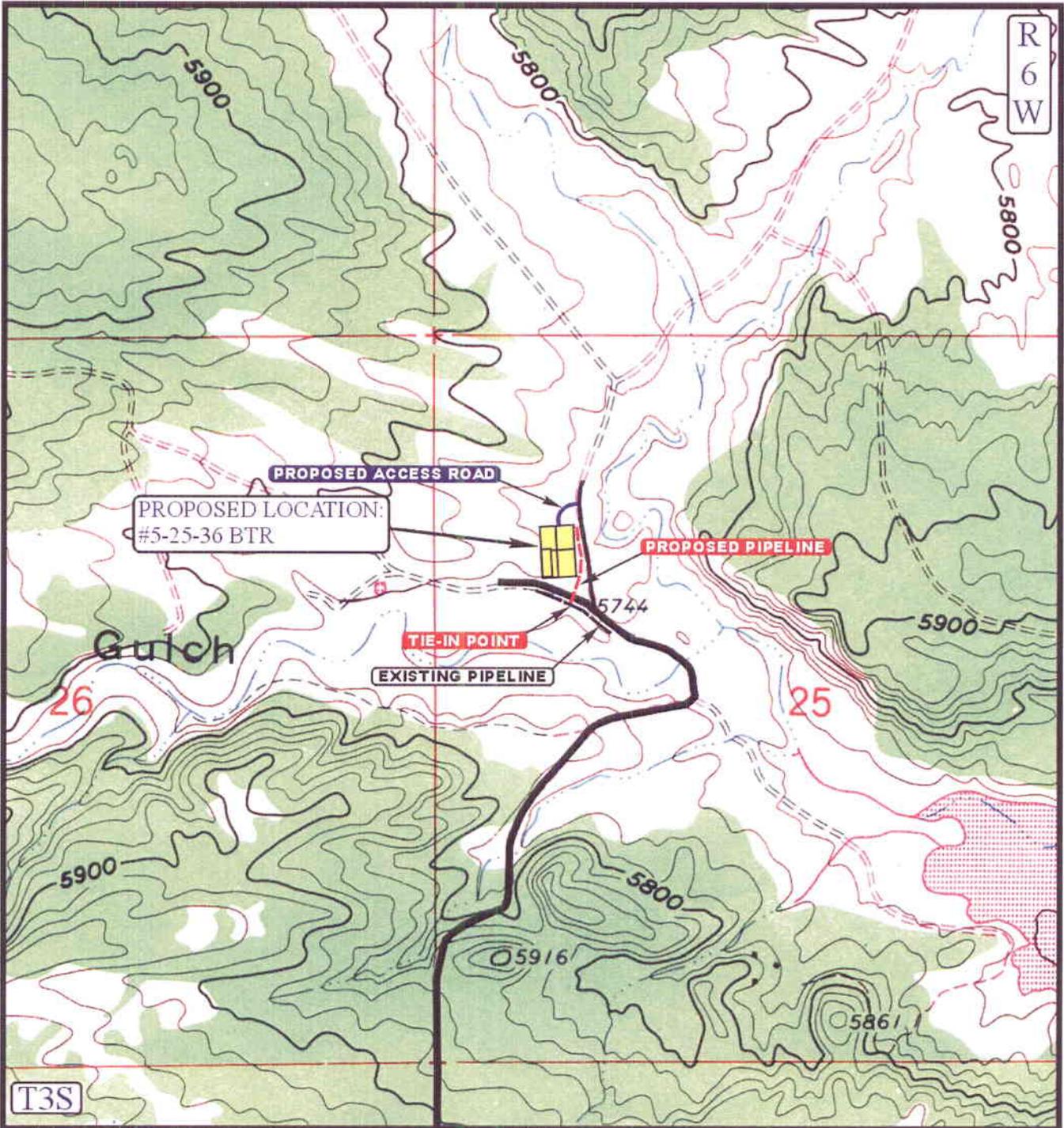


**UEIS** Uintah Engineering & Land Surveying  
 85 South 200 East Vernal, Utah 84078  
 (435) 789-1017 \* FAX (435) 789-1813

**TOPOGRAPHIC MAP**

<b>6</b>	<b>18</b>	<b>08</b>
MONTH	DAY	YEAR

SCALE: 1" = 2000'    DRAWN BY: J.L.G.    REV: 07-16-08 C.H.    **TOPO**



**APPROXIMATE TOTAL PIPELINE DISTANCE = 502' +/-**

**LEGEND:**

-  EXISTING PIPELINE
-  PROPOSED PIPELINE
-  PROPOSED ACCESS

**BILL BARRETT CORPORATION**

#5-25-36 BTR  
SECTION 25, T3S, R6W, U.S.B.&M.  
1544' FNL 886' FWL



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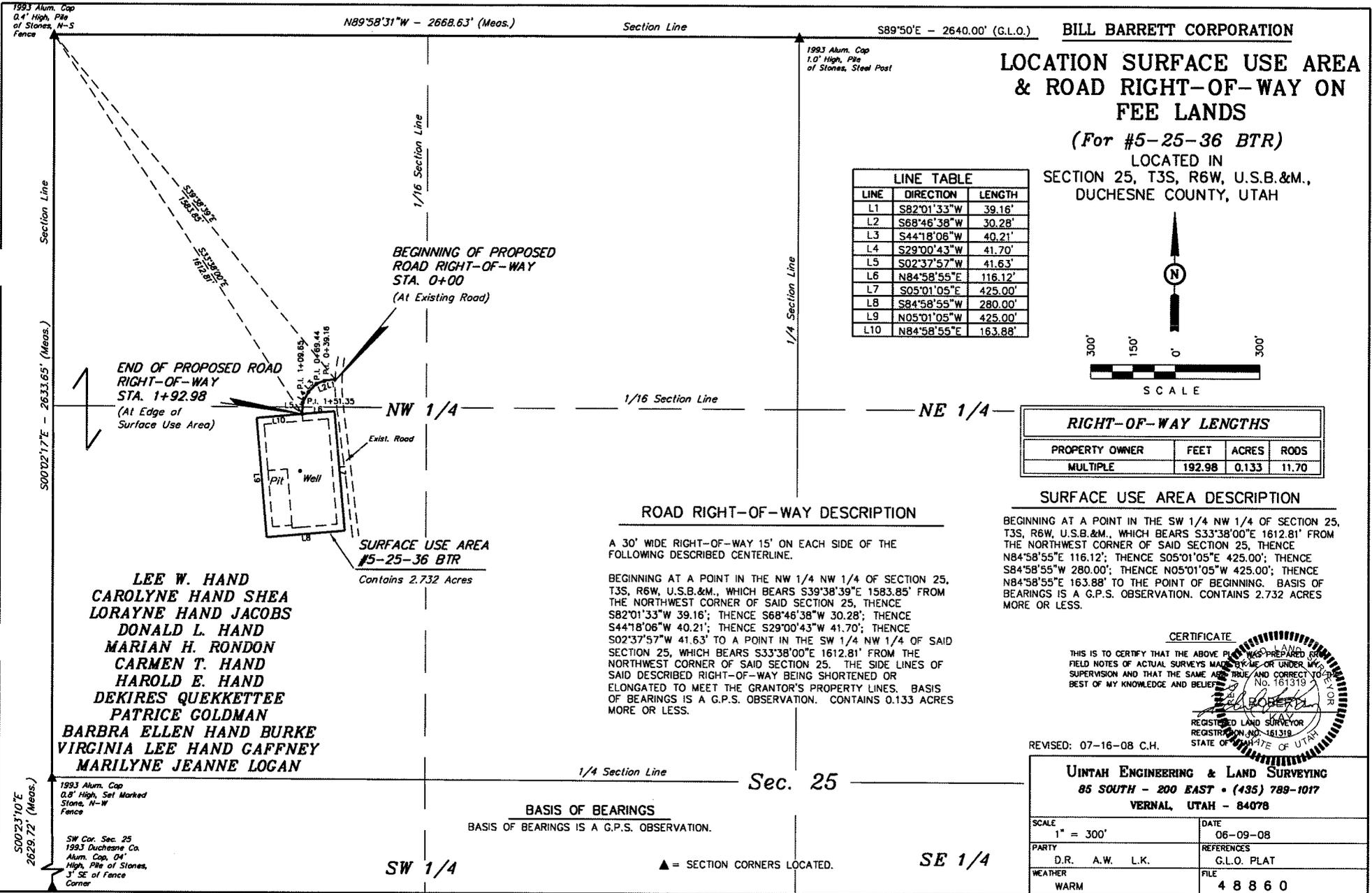


**TOPOGRAPHIC  
MAP**

**6 18 08**  
MONTH DAY YEAR



SCALE: 1" = 1000' DRAWN BY: J.L.G. REV: 07-16-08 C.H.



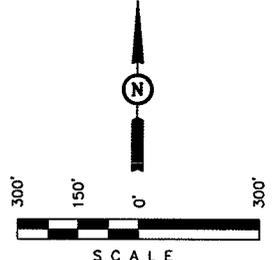
**BILL BARRETT CORPORATION**

**LOCATION SURFACE USE AREA  
& ROAD RIGHT-OF-WAY ON  
FEE LANDS**

(For #5-25-36 BTR)

LOCATED IN  
SECTION 25, T3S, R6W, U.S.B.&M.,  
DUCHESNE COUNTY, UTAH

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S82°01'33"W	39.16'
L2	S68°46'38"W	30.28'
L3	S44°18'06"W	40.21'
L4	S29°00'43"W	41.70'
L5	S02°37'57"W	41.63'
L6	N84°58'55"E	116.12'
L7	S05°01'05"E	425.00'
L8	S84°58'55"W	280.00'
L9	N05°01'05"W	425.00'
L10	N84°58'55"E	163.88'



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	ROOS
MULTIPLE	192.98	0.133	11.70

**SURFACE USE AREA DESCRIPTION**

BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 25, T3S, R6W, U.S.B.&M., WHICH BEARS S33°38'00"E 1612.81' FROM THE NORTHWEST CORNER OF SAID SECTION 25, THENCE N84°58'55"E 116.12'; THENCE S05°01'05"E 425.00'; THENCE S84°58'55"W 280.00'; THENCE N05°01'05"W 425.00'; THENCE N84°58'55"E 163.88' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.732 ACRES MORE OR LESS.

**ROAD RIGHT-OF-WAY DESCRIPTION**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.  
  
BEGINNING AT A POINT IN THE NW 1/4 NW 1/4 OF SECTION 25, T3S, R6W, U.S.B.&M., WHICH BEARS S39°38'39"E 1583.85' FROM THE NORTHWEST CORNER OF SAID SECTION 25, THENCE S82°01'33"W 39.16'; THENCE S68°46'38"W 30.28'; THENCE S44°18'06"W 40.21'; THENCE S29°00'43"W 41.70'; THENCE S02°37'57"W 41.63' TO A POINT IN THE SW 1/4 NW 1/4 OF SAID SECTION 25, WHICH BEARS S33°38'00"E 1612.81' FROM THE NORTHWEST CORNER OF SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.133 ACRES MORE OR LESS.

**BASIS OF BEARINGS**

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

▲ = SECTION CORNERS LOCATED.

LEE W. HAND  
CAROLYNE HAND SHEA  
LORAYNE HAND JACOBS  
DONALD L. HAND  
MARIAN H. RONDON  
CARMEN T. HAND  
HAROLD E. HAND  
DEKIRE'S QUEKKETTEE  
PATRICE GOLDMAN  
BARBRA ELLEN HAND BURKE  
VIRGINIA LEE HAND GAFFNEY  
MARILYNE JEANNE LOGAN

**CERTIFICATE**

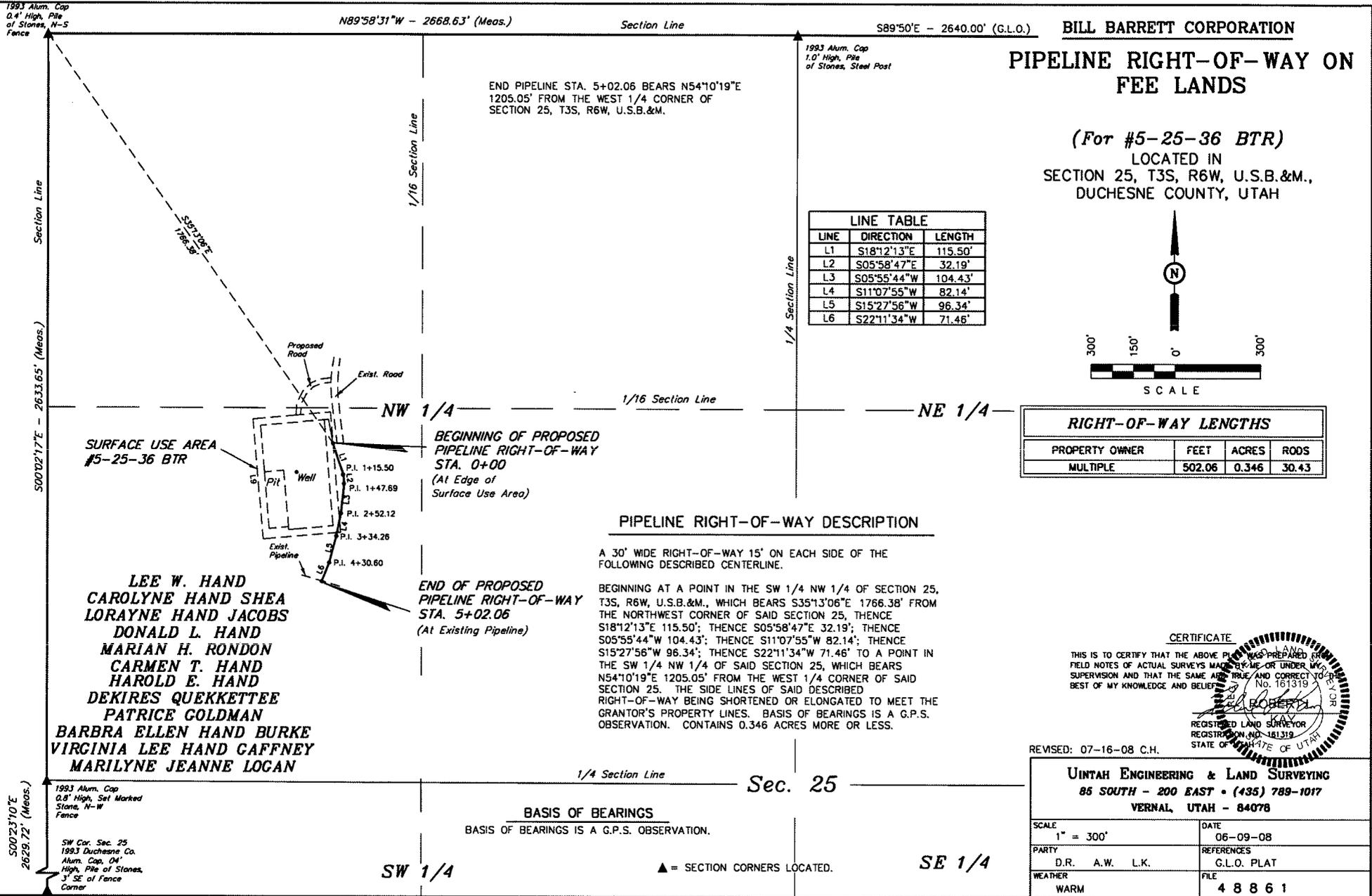
THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]*  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 161319  
STATE OF UTAH

REVISED: 07-16-08 C.H.

**UTAH ENGINEERING & LAND SURVEYING**  
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VERNAL, UTAH - 84078

SCALE 1" = 300'	DATE 06-09-08
PARTY D.R. A.W. L.K.	REFERENCES G.L.O. PLAT
WEATHER WARM	FILE 4 8 8 6 0

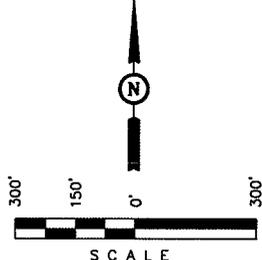


**BILL BARRETT CORPORATION**

**PIPELINE RIGHT-OF-WAY ON FEE LANDS**

(For #5-25-36 BTR)  
 LOCATED IN  
 SECTION 25, T3S, R6W, U.S.B.&M.,  
 DUCHESNE COUNTY, UTAH

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S18°12'13"E	115.50'
L2	S05°58'47"E	32.19'
L3	S05°55'44"W	104.43'
L4	S11°07'55"W	82.14'
L5	S15°27'56"W	96.34'
L6	S22°11'34"W	71.46'



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
MULTIPLE	502.06	0.346	30.43

**PIPELINE RIGHT-OF-WAY DESCRIPTION**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 25, T3S, R6W, U.S.B.&M., WHICH BEARS S35°13'06"E 1766.38' FROM THE NORTHWEST CORNER OF SAID SECTION 25, THENCE S18°12'13"E 115.50'; THENCE S05°58'47"E 32.19'; THENCE S05°55'44"W 104.43'; THENCE S11°07'55"W 82.14'; THENCE S15°27'56"W 96.34'; THENCE S22°11'34"W 71.46' TO A POINT IN THE SW 1/4 NW 1/4 OF SAID SECTION 25, WHICH BEARS N54°10'19"E 1205.05' FROM THE WEST 1/4 CORNER OF SAID SECTION 25. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.346 ACRES MORE OR LESS.

BEGINNING OF PROPOSED PIPELINE RIGHT-OF-WAY STA. 0+00 (At Edge of Surface Use Area)

END OF PROPOSED PIPELINE RIGHT-OF-WAY STA. 5+02.06 (At Existing Pipeline)

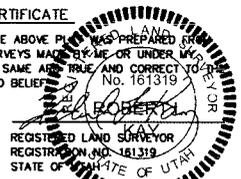
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- BARBRA ELLEN HAND BURKE
- VIRGINIA LEE HAND GAFFNEY
- MARILYNE JEANNE LOCAN

**BASIS OF BEARINGS**  
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

▲ = SECTION CORNERS LOCATED.

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REVISED: 07-16-08 C.H.

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 VERNAL, UTAH - 84078

SCALE 1" = 300'	DATE 06-09-08
PARTY D.R. A.W. L.K.	REFERENCES G.L.O. PLAT
WEATHER WARM	FILE 4 8 8 6 1

**WORKSHEET  
APPLICATION FOR PERMIT TO DRILL**

APD RECEIVED: 07/21/2008

API NO. ASSIGNED: 43-013-34021

WELL NAME: 5-25-36 BTR  
 OPERATOR: BILL BARRETT CORP ( N2165 )  
 CONTACT: REED HADDOCK

PHONE NUMBER: 303-312-8546

PROPOSED LOCATION:

INSPECT LOCATN BY: / /		
Tech Review	Initials	Date
Engineering	DKD	8/28/08
Geology		
Surface		

SWNW 25 030S 060W  
 SURFACE: 1544 FNL 0886 FWL  
 BOTTOM: 1544 FNL 0886 FWL  
 COUNTY: DUCHESNE  
 LATITUDE: 40.19398 LONGITUDE: -110.5171  
 UTM SURF EASTINGS: 541102 NORTHINGS: 4449189  
 FIELD NAME: ALTAMONT ( 55 )

LEASE TYPE: 4 - Fee  
 LEASE NUMBER: FEE  
 SURFACE OWNER: 4 - Fee

PROPOSED FORMATION: NHORN  
 COALBED METHANE WELL? NO

RECEIVED AND/OR REVIEWED:

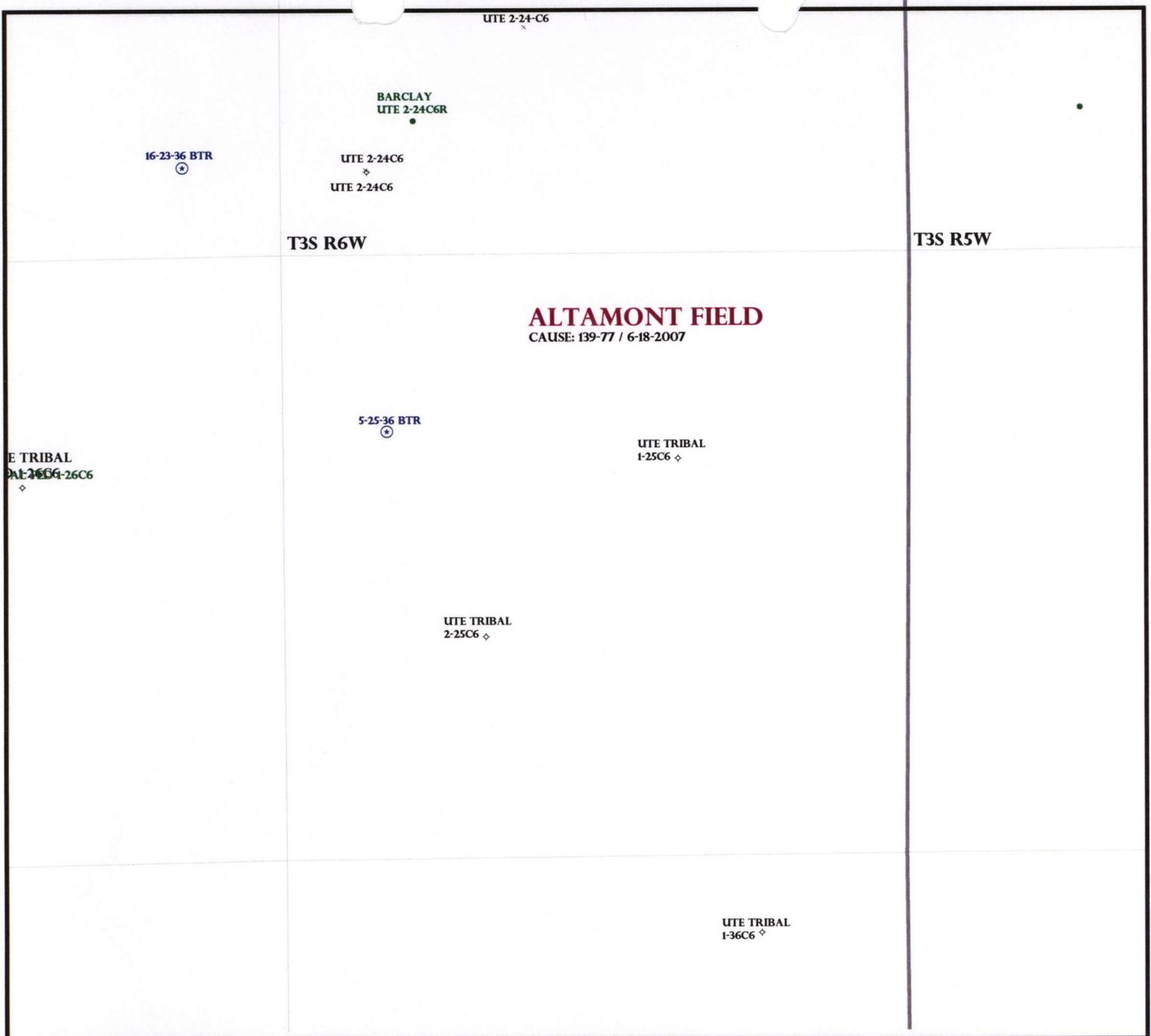
- Plat
- Bond: Fed[] Ind[] Sta[] Fee[]  
(No. LPM4138148 )
- Potash (Y/N)
- Oil Shale 190-5 (B) or 190-3 or 190-13
- Water Permit  
(No. MUNICIPAL )
- RDCC Review (Y/N)  
(Date: \_\_\_\_\_ )
- Fee Surf Agreement (Y/N)
- Intent to Commingle (Y/N)

LOCATION AND SITING:

- R649-2-3.
- Unit: \_\_\_\_\_
- R649-3-2. General  
Siting: 460 From Qtr/Qtr & 920' Between Wells
- R649-3-3. Exception
- Drilling Unit  
Board Cause No: 139-77  
Eff Date: 6-18-2007  
Siting: 460' for u bdr & 1320' for other wells.
- R649-3-11. Directional Drill

COMMENTS: Needs Permit (07-22-08)

STIPULATIONS: 1- STATEMENT OF BASIS



OPERATOR: BILL BARRETT CORP (N2165)

SEC: 25 T.3S R. 6W

FIELD: ALTAMONT (55)

COUNTY: DUCHESNE

CAUSE: 139-77 / 6-18-2007

- 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



OIL, GAS & MINING



PREPARED BY: DIANA MASON  
DATE: 22-JULY-2008

# Application for Permit to Drill

## Statement of Basis

8/11/2008

Utah Division of Oil, Gas and Mining

Page 1

APD No	API WellNo	Status	Well Type	Surf Ownr	CBM
853	43-013-34021-00-00		OW	P	No
<b>Operator</b>	BILL BARRETT CORP		<b>Surface Owner-APD</b>		
<b>Well Name</b>	5-25-36 BTR		<b>Unit</b>		
<b>Field</b>	UNDESIGNATED		<b>Type of Work</b>		
<b>Location</b>	SWNW 25 3S 6W U 1544 FNL 886 FWL GPS Coord (UTM) 541102E 4449189N				

### Geologic Statement of Basis

Bill Barrett proposes to set 3,000 feet of surface casing which will be cemented to surface. The surface hole will be drilled utilizing fresh water mud. The estimated depth to the base of moderately saline ground water is 1,800 feet. A search of Division of Water Rights records indicates that there are over 30 water wells within a 10,000 foot radius of the proposed location. The nearest water well is approximately .25 miles from the proposed site and produces water from an unknown depth. Most of these wells produce water from the Uinta-Green River Formation and average around 300 feet deep but range from 130 to 500 feet deep. The proposed casing and cementing program should adequately protect this highly used aquifer.

Brad Hill

8/11/2008

APD Evaluator

Date / Time

### Surface Statement of Basis

Lee Hand and Lorange Jacobes from California were given as landowners to this property and were therefore invited by telephone on 07/17/08 to attend the presite meeting. Several attempts were made before reaching Lorange on the phone. She explained that she would not attend the meeting and has signed a landowner agreement; she also claimed to own the minerals and seemed pleased Bill Barrett is drilling the well. This wellsite is just over a quarter mile south of the BU 2-24C6 well that El Paso drilled and lost (or P&A'd) because of a water flow. Therefore, the operator should have a hydril and panic line to drill surface past 900 feet to contain any potential flows that might leave location and enter Starvation Reservoir like happened to El Paso. Barrett should also berm the east side of this location to help contain any fluids to the site, as fluids lost east of the county road will most likely enter washes that drain into the Reservoir. Topography in the region shows underlying sandstone that might require blasting and care should be taken in construction and lining the reserve pit because of adjacent washes that drain into Starvation Reservoir.

Dennis Ingram

7/22/2008

Onsite Evaluator

Date / Time

### Conditions of Approval / Application for Permit to Drill

Category	Condition
Pits	A synthetic liner with a minimum thickness of 20 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The well site shall be bermed to prevent fluids from leaving the pad.

# ON-SITE PREDRILL EVALUATION

## Utah Division of Oil, Gas and Mining

**Operator** BILL BARRETT CORP  
**Well Name** 5-25-36 BTR  
**API Number** 43-013-34021-0 **APD No** 853 **Field/Unit** UNDESIGNATED  
**Location:** 1/4,1/4 SWNW **Sec** 25 **Tw** 3S **Rng** 6W 1544 FNL 886 FWL  
**GPS Coord (UTM)** 541103 4449191 **Surface Owner**

### Participants

Dennis L. Ingram (DOGM); Mike Angus (Bill Barrett Corporation)

### Regional/Local Setting & Topography

Wellsite is proposed 6.9 miles west of Duchesne, Utah along Highway 40, then north 1.3 miles across Rabbit Gulch and immediately West of the North/South county road that leads into the Rabbit Gulch area. This area has rocky, sandstone ridges with hogback shaped flats or opening and semi-narrow, sandy canyon bottoms that either drain into Rabbit Gulch or southeast toward the Starvation Reservoir. Depending on elevation, the surface flora ranges from cedar to sagebrush and greasewood with some grasses and shrubs common to the region. Surface water, such as creeks or springs are limited to Rabbit Gulch and a couple springs west and north of this site.

### Surface Use Plan

#### **Current Surface Use**

Deer Winter Range

#### **New Road**

<b>Miles</b>	<b>Well Pad</b>		<b>Src Const Material</b>	<b>Surface Formation</b>
0.0378	<b>Width</b> 230	<b>Length</b> 375	Onsite	UNTA

**Ancillary Facilities** N

### Waste Management Plan Adequate?

### Environmental Parameters

#### **Affected Floodplains and/or Wetland** Y

Country drains southeast into shallow washes and Starvation Reservoir

#### **Flora / Fauna**

Cedar, greasewood and sparse grass, winter mule deer range, bobcat, coyote, rabbit, mountain lion, and elk potential.

#### **Soil Type and Characteristics**

Light red to brown , fine grained sandy-clay with underlying sandstone structures.

#### **Erosion Issues** Y

Any fluids that leaves location and crosses the county road will drain into reservoir

#### **Sedimentation Issues** N

Should be caught by ditch bank along road.

**Site Stability Issues** N

#### **Drainage Diversion Required**

**Berm Required? Y**

**Erosion Sedimentation Control Required?**

**Paleo Survey Run? N**

**Paleo Potential Observed? N**

**Cultural Survey Run? N**

**Cultural Resources? N**

**Reserve Pit**

**Site-Specific Factors**

**Site Ranking**

<b>Distance to Groundwater (feet)</b>	<25 or recharge area	20
<b>Distance to Surface Water (feet)</b>	>1000	0
<b>Dist. Nearest Municipal Well (ft)</b>	1320 to 5280	5
<b>Distance to Other Wells (feet)</b>	>1320	0
<b>Native Soil Type</b>	Mod permeability	10
<b>Fluid Type</b>	Fresh Water	5
<b>Drill Cuttings</b>	Normal Rock	0
<b>Annual Precipitation (inches)</b>	10 to 20	5
<b>Affected Populations</b>	>50	10
<b>Presence Nearby Utility Conduits</b>	Unknown	10

**Final Score 65 1 Sensitivity Level**

**Characteristics / Requirements**

Reserve pit staked uphill on west side of location in cut and nearly upwind of the well bore, measuring 200'x 70'x 8' deep. Starvation Reservoir is located approximately 2000 feet southeast from proposed wellsite, the topography surface also slopes toward the reservoir. Underlying surface indicates some sandstone layers that may require blasting to construct pit.

**Closed Loop Mud Required?**

**Liner Required? Y**

**Liner Thickness 20**

**Pit Underlayment Required? Y**

**Other Observations / Comments**

Starvation Reservoir is located approximately 2000+ feet southeast of site, topography at surface also drains toward the reservoir, potential underlying sandstone ledges that may require blasting to construct pit, the BU 2-24C6 was drilled 0.25 miles north of this site by El Paso and was plugged because of water flow at 900+/- feet. County road immediately east of site, any water lost from pit or well bore would hit wash east of site and drain toward reservoir. The operator was warned about the potential for a water flow and told that DOGM would most likely make them run a hydril and relief line to contain any potential flows while drilling surface.

Dennis Ingram  
Evaluator

7/22/2008  
Date / Time

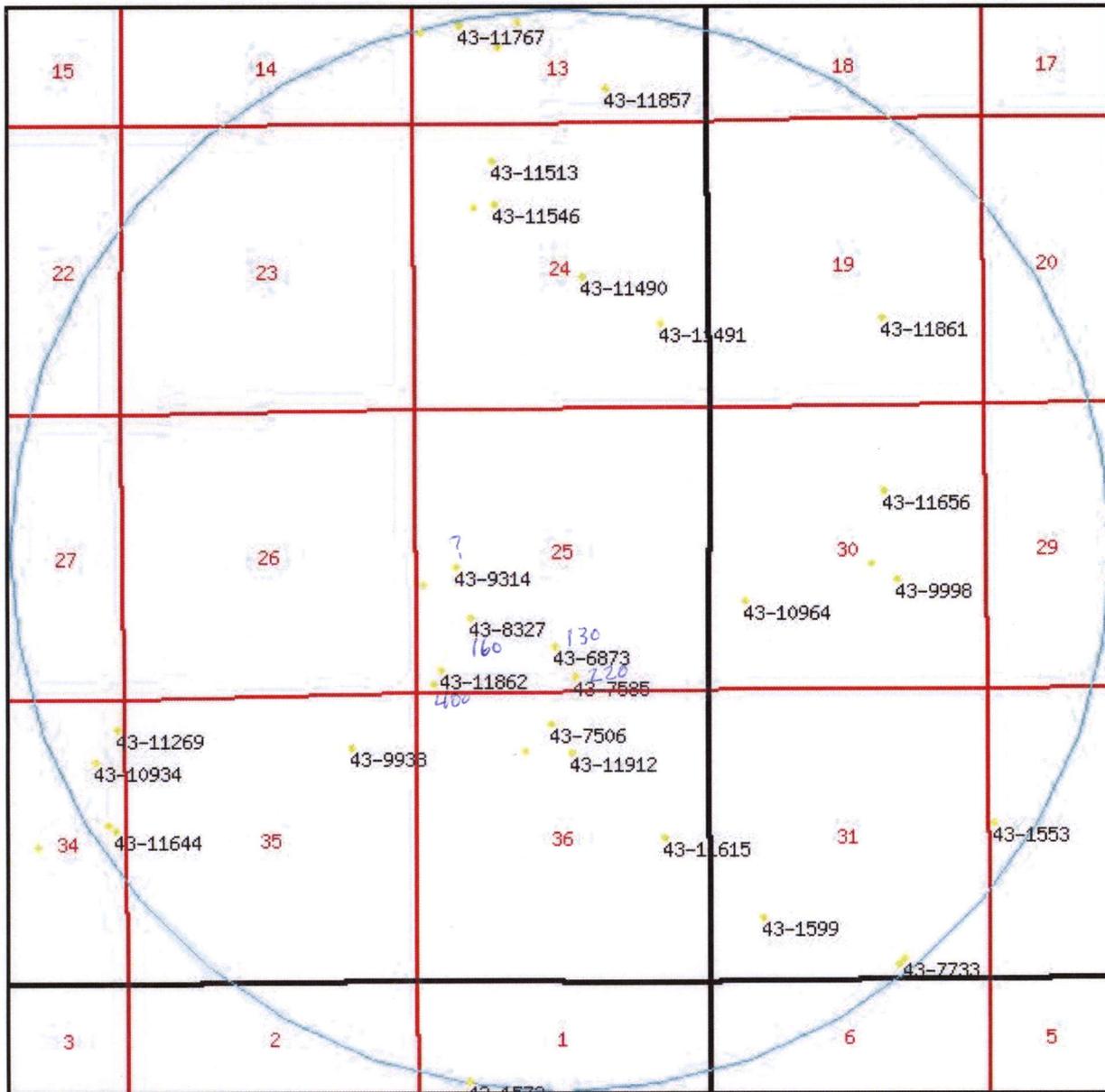

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Utah Division of Water Rights

### WRPLAT Program Output Listing

Version: 2007.04.13.01      Rundate: 08/11/2008 02:10 PM

Radius search of 10000 feet from a point N2640 E2640 from the SW corner, section 25, Township 3S, Range 6W, US b&m Criteria:wrtypes=W,C,E podtypes=U status=U,A,P usetypes=all



## Water Rights

WR Number	Diversion Type/Location	Well Log	Status	Priority	Uses	CFS	ACFT	Owner
<u>43-10934</u> 300 1,50	Underground S1150 W550 NE 34 3S 6W US	<u>well info</u>	A	19990618	DIS	0.000	1.730	ARLENE LALOND 27838 TRAVERTIN
<u>43-10964</u> 200 1,50	Underground S950 E650 W4 30 3S 5W US	<u>well info</u>	A	19990830	DIS	0.000	1.590	RAYMOND WOOL POGROSZEWSKI 832 LAFAYETTE S
<u>43-11153</u> 500 1,50	Underground S2912 E453 N4 30 3S 5W US		A	20010606	DIS	0.000	1.480	KIM & DAVID AU 3053 MEMORIAL C
<u>43-11269</u> 250 1,50	Underground S550 W150 NE 34 3S 6W US	<u>well info</u>	A	20020701	DIS	0.000	1.480	ROBERT W. & ADI P.O. BOX 487
<u>43-11405</u> 300 1,50	Underground N2549 E1000 S4 34 3S 6W US		A	20030221	DIS	0.000	1.730	MICHAEL S. PYNE P. O. BOX 270131
<u>43-11464</u> 500 1,50	Underground S700 E1900 W4 13 3S 6W US	<u>well info</u>	A	20030731	DIS	0.000	1.730	MOUNTAINS WES PO BOX 981990
<u>43-11490</u> 500 1,50	Underground S200 W2300 E4 24 3S 6W US	<u>well info</u>	A	20031105	DIS	0.000	1.730	MOUNTAINS WES PO BOX 981990
<u>43-11491</u> 500 1,50	Underground N1570 W900 SE 24 3S 6W US	<u>well info</u>	A	20031107	DI	0.000	1.450	MOUNTAINS WES PO BOX 981990
<u>43-11513</u> 300 1,50	Underground S700 W1230 N4 24 3S 6W US	<u>well info</u>	A	20040409	DIS	0.000	1.730	SMITH FAMILY TI DAVID SMITH, CC
<u>43-11515</u> 400 1,50	Underground N1100 E1100 W4 24 3S 6W US	<u>well info</u>	A	20040413	DIS	0.000	1.730	STEVE AND CIND P.O. BOX 336
<u>43-11546</u> 500 1,50	Underground S1470 E1470 NW 24 3S	<u>well info</u>	A	20040617	DI	0.000	1.450	ROGER A. AND DI FOSTER

	6W US					HC 63 BOX 3C
<u>43-11615</u>	Underground	A	20050330 DI	0.000 1.450		CLINT PETERSON
200 1,0	S2690 E1860 N4 36 3S 6W US					2138 EAST 6200 SC
<u>43-11643</u>	Underground	A	20050518 DIS	0.000 1.730		ROBERT AND RHO
400 1,5,0	N300 W350 E4 34 3S 6W US					P.O. BOX 292
<u>43-11644</u>	Underground	A	20050518 DIS	0.000 1.730		JAMES AND CYNTHIA KLEINFELTER
400 1,5,0	N200 W225 E4 34 3S 6W US					90 SOUTH PAGE R
<u>43-11656</u>	Underground	A	20050614 DI	0.000 1.450		PIER CALACINO
500 1,0	S1600 W1830 NE 30 3S 5W US	<u>well info</u>				9476 SOUTH 2280 I
<u>43-11696</u>	Underground	A	20051020 DI	0.000 1.450		DAN MCKENNA
300 1,0	S1075 E1975 NW 36 3S 6W US					P. O. BOX 1683
<u>43-11699</u>	Underground	A	20051026 DI	0.000 1.450		LYNN UTLEY
500 1,0	N1404 W1124 S4 13 3S 6W US	<u>well info</u>				818 VERBENA AVI
<u>43-11708</u>	Underground	A	20051114 DI	0.000 1.450		BRENT HICKCOX
300 1,0	S900 E150 W4 13 3S 6W US					9206 SOLENA WA
<u>43-11767</u>	Underground	A	20060516 DIS	0.000 1.730		CLINT B. HADLEY
500 ESP	S770 E840 W4 13 3S 6W US	<u>well info</u>				HC 63 BOX 3B
<u>43-11825</u>	Underground	A	20060913 DI	0.000 1.450		ALAN AND BRYCE 9094 NORTH CLIN RD.
400 1,0	N160 E300 SW 25 3S 6W US					
<u>43-11857</u>	Underground	A	20061207 DI	0.000 1.450		MICHAEL CINAGI
200 1,0	N626 W1822 SE 13 3S 6W US	<u>well info</u>				HC 63 BOX 3A
<u>43-11861</u>	Underground	A	20061214 DIS	0.000 1.730		KEN GOLDING
200 1,5,0	N1650 E650 S4 19 3S 5W US					201 RIDGECREST .
<u>43-11862</u>	Underground	A	20061220 DI	0.000 1.450		SHAD POWERS
400	N450 E430 SW 25 3S 6W US					4170 SO. GRIZZLY
<u>43-11911</u>	Underground	A	20070424 DIS	0.000 1.730		WILFO DEVELOPM C/O DAVID FLORE
300 1,5,0	S1110 E150 N4 36 3S 6W US					

<u>43-11912</u> 500 I, S, D	Underground S1110 E150 N4 36 3S 6W US		A	20070424 DIS	0.000 1.730	WILFO DEVELOPM C/O DAVID FLORE
<u>43-1553</u> 7 S	Underground N189 E89 W4 32 3S 5W US		P	DS	0.015 0.000	GERTRUDE WILLI DUCHESNE UT 84
<u>43-1572</u> 7 D	Underground N780 E880 W4 01 4S 6W US		P	19030000 D	0.015 0.000	USA BUREAU OF I 302 EAST 1860 SOU
<u>43-1598</u> ? D	Underground N1170 E950 SW 31 3S 5W US		P	19280000 D	0.015 0.000	USA BUREAU OF I 302 EAST 1860 SOU
<u>43-1599</u> ? ?	Underground N1170 E950 SW 31 3S 5W US		P	19280000 D	0.015 0.000	USA BUREAU OF I 302 EAST 1860 SOU
<u>43-2226</u> 200 I, D, REC.	Underground N300 E890 S4 31 3S 5W US	<u>well info</u>	P	19690428 DIO	0.074 0.000	CAMPER WORLD 262 EAST 3900 SOU
<u>43-6873</u> 130 I, D	Underground N840 W150 S4 25 3S 6W US	<u>well info</u>	P	19720424 DI	0.015 0.000	CHRIS D. & GLAD 1365 EAST 13TH S
<u>43-7506</u> 290 I, D	Underground S580 W200 N4 36 3S 6W US	<u>well info</u>	P	19740529 DI	0.015 0.000	FRANK AND YVO 284 EAST 2100 SOU
<u>43-7585</u> 220 I, D	Underground N277 E228 S4 25 3S 6W US	<u>well info</u>	P	19740827 DI	0.015 0.000	BERLIN AND RAC P.O. BOX 64
<u>43-7733</u> 200 I	Underground N394 W1563 SE 31 3S 5W US	<u>well info</u>	P	19750519 I	0.015 0.000	STRAWBERRY CC CEMETERY % ORSON O. MOT
<u>43-8327</u> 100 I, D	Underground N1420 E990 SW 25 3S 6W US	<u>well info</u>	P	19780911 DI	0.015 0.000	BETTYE EATON 5580 SO 4270 WES
<u>43-8683</u> 500 I, D	Underground S630 E140 W4 25 3S 6W US		P	19800716 DI	0.015 0.000	K. A. VINCENT P. O. BOX 85L
<u>43-9314</u> ? I, D	Underground S285 E727 W4 25 3S 6W US		P	19830103 DI	0.015 0.970	MARLYNN FREDE P.O. BOX 992

<u>43-9938</u> 200 D	Underground	<u>well</u> <u>info</u>	P	19910115 D	0.015 0.000	LARRY, JUDY P. A SEAL
	S981 W1209 NE 35 3S 6W US					6172 SURREY COL
<u>43-9998</u> 138 1, D	Underground	<u>well</u> <u>info</u>	P	19870810 DI	0.015 1.450	ELMER R. AND RU
	S3182 E913 N4 30 3S 5W US					9202 SOUTH TERR

Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 146300, Salt Lake City, Utah 84114-6300 | 801-538-7240

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43013340210000 5-25-36BTR

Casing Schematic

12 1/2"  
14"

Surface

TOC @  
0.

Green River



1800' ± BMSW

2033' → TOC w/0% w/o

2506' Tail

Surface  
3000. MD

9-5/8"  
MW 8.8  
Frac 19.3

TOC @  
4510.

Propose TOC to 3000' ✓  
OK.

6280' Douglas Cr.

7125' Black Shale  
7358' tail 7243-Castle Peak

7878' Wasatch

9872' North Horn

5-1/2"  
MW 10.6

Production  
10400. MD

Well name:	<b>43013340210000 5-25-36BTR</b>		
Operator:	<b>Bill Barrett Corp.</b>	Project ID:	43-013-34021-0000
String type:	Surface		
Location:	Duchesne County		

**Design parameters:**

**Collapse**

Mud weight: 8.800 ppg  
 Design is based on evacuated pipe.

**Burst**

Max anticipated surface pressure: 2,340 psi  
 Internal gradient: 0.220 psi/ft  
 Calculated BHP: 3,000 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: 2,609 ft

**Environment:**

H2S considered? No  
 Surface temperature: 65 °F  
 Bottom hole temperature: 107 °F  
 Temperature gradient: 1.40 °F/100ft  
 Minimum section length: 185 ft

Cement top: Surface

**Non-directional string.**

**Re subsequent strings:**

Next setting depth: 10,400 ft  
 Next mud weight: 10.600 ppg  
 Next setting BHP: 5,727 psi  
 Fracture mud wt: 19.250 ppg  
 Fracture depth: 3,000 ft  
 Injection pressure: 3,000 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	3000	9.625	36.00	J-55	ST&C	3000	3000	8.796	1302.2
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	1371	2020	1.473	3000	3520	1.17	108	394	3.65 J

Prepared by: Helen Sadik-Macdonald  
 Div of Oil, Gas & Minerals

Phone: 810-538-5357

Date: August 14, 2008  
 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 3000 ft, a mud weight of 8.8 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:	<b>43013340210000 5-25-36BTR</b>	
Operator:	<b>Bill Barrett Corp.</b>	Project ID:
String type:	Production	43-013-34021-0000
Location:	Duchesne County	

**Design parameters:**

**Collapse**  
Mud weight: 10.600 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: 211 °F  
Temperature gradient: 1.40 °F/100ft  
Minimum section length: 368 ft  
Cement top: 4,510 ft

**Burst**

Max anticipated surface pressure: 3,439 psi  
Internal gradient: 0.220 psi/ft  
Calculated BHP 5,727 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)

**Non-directional string.**

Tension is based on air weight.  
Neutral point: 8,728 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	10400	5.5	17.00	P-110	LT&C	10400	10400	4.767	1357.5
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	5727	7480	1.306	5727	10640	1.86	177	445	2.52 J

Prepared by: Helen Sadik-Macdonald  
Div of Oil, Gas & Minerals

Phone: 810-538-5357

Date: August 14, 2008  
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 10400 ft, a mud weight of 10.6 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.*

**BOPE REVIEW**

**Bill Barrett 5-25-36**

**API 43-013-34021-0000**

**INPUT**

Well Name

Bill Barrett 5-25-36		API 43-013-34021-0000	
String 1	String 2		
9 5/8	5 1/2		
3000	10400		
60	3000		
8.8	10.6		
560	5000		
3520	10640		
6362	11.8 ppg		

Casing Size (")

Setting Depth (TVD)

Previous Shoe Setting Depth (TVD)

Max Mud Weight (ppg)

BOPE Proposed (psi)

Casing Internal Yield (psi)

Operators Max Anticipated Pressure (psi)

**Calculations**

**String 1**      **9 5/8 "**

<b>Max BHP [psi]</b>	$.052 \times \text{Setting Depth} \times \text{MW} =$	1373	
			<b>BOPE Adequate For Drilling And Setting Casing at Depth?</b>
<b>MASP (Gas) [psi]</b>	$\text{Max BHP} - (0.12 \times \text{Setting Depth}) =$	1013	NO <i>Propose using diverter drilling w/mud ✓</i>
<b>MASP (Gas/Mud) [psi]</b>	$\text{Max BHP} - (0.22 \times \text{Setting Depth}) =$	713	NO
<b>Pressure At Previous Shoe</b>	$\text{Max BHP} - .22 \times (\text{Setting Depth} - \text{Previous Shoe Depth}) =$	713	<b>*Can Full Expected Pressure Be Held At Previous Shoe?</b>
<b>Required Casing/BOPE Test Pressure</b>		2464 psi	← NO <i>Possible water flow potential - divert if call w/mud</i>
<b>*Max Pressure Allowed @ Previous Casing Shoe =</b>		60 psi	*Assumes 1psi/ft frac gradient

**Calculations**

**String 2**      **5 1/2 "**

<b>Max BHP [psi]</b>	$.052 \times \text{Setting Depth} \times \text{MW} =$	5732	
			<b>BOPE Adequate For Drilling And Setting Casing at Depth?</b>
<b>MASP (Gas) [psi]</b>	$\text{Max BHP} - (0.12 \times \text{Setting Depth}) =$	4484	YES ✓
<b>MASP (Gas/Mud) [psi]</b>	$\text{Max BHP} - (0.22 \times \text{Setting Depth}) =$	3444	YES
<b>Pressure At Previous Shoe</b>	$\text{Max BHP} - .22 \times (\text{Setting Depth} - \text{Previous Shoe Depth}) =$	4104	<b>*Can Full Expected Pressure Be Held At Previous Shoe?</b>
<b>Required Casing/BOPE Test Pressure</b>		5000 psi	← NO <i>B.K.</i>
<b>*Max Pressure Allowed @ Previous Casing Shoe =</b>		3000 psi	*Assumes 1psi/ft frac gradient

**From:** Reed Haddock <rhaddock@billbarrettcorp.com>  
**To:** "dustindoucet@utah.gov" <dustindoucet@utah.gov>  
**Date:** 8/14/2008 10:34 AM  
**Subject:** FW: # 5-25-36 BTR - On-Site Results

**CC:** Tom Sperr <tsperr@billbarrettcorp.com>

Dustin: I heard the APD for the # 5-25-36 BTR location is being evaluated by you. Below see the email from BBC's engineer Dominic Spencer concerning the water issue in this area. I just want you to know that BBC is aware of the problem El Paso had and BBC plans to take extra measures when drilling this location to prevent a similar problem with the fresh water. If you have any questions please call Dominic at 303-312-8164 or contact our geologist Tom Sperr at 303-312-8534. Thanks Reed

-----Original Message-----

**From:** Dominic Spencer  
**Sent:** Thursday, July 24, 2008 5:47 AM  
**To:** Reed Haddock; Doug Gundry-White  
**Cc:** Kurt Reinecke; Tom Sperr  
**Subject:** RE: # 5-25-36 BTR - On-Site Results

Reed,

Please inform the State that we intend to nipple up a diverter on our conductor as well to have the ability to divert a water flow (if it is encountered) to the pits or to contain the flow if we can't kill it with mud weight).

Dominic

---

**From:** Reed Haddock  
**Sent:** Wednesday, July 23, 2008 3:55 PM  
**To:** Doug Gundry-White  
**Cc:** Kurt Reinecke; Tom Sperr; Dominic Spencer  
**Subject:** # 5-25-36 BTR - On-Site Results

The # 5-25-36 BTR on-site was yesterday and the State of UT may not approve the APD as quickly as expected! El Paso drilled a well ½ mile away and hit a fresh water aquifer that was producing 9,000 bbls. of water per day. The state thinks this aquifer goes right through our well site and Mike Angus indicated the state is going to attach special COA's to their approval. Extra pits have been talked about as well as building dikes around the location. Once I see the on-site notes I will scan and email out. Reed

Reed Haddock

Permit Analyst

Bill Barrett Corporation



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

August 28, 2008

Bill Barrett Corporation  
1099 18th St., Ste. 2300  
Denver, CO 80202

Re: 5-25-36 BTR Well, 1544' FNL, 886' FWL, SW NW, Sec. 25, T. 3 South, R. 6 West,  
Duchesne 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 43-013-34021.

Sincerely,

Gil Hunt  
Associate Director

pab  
Enclosures

cc: Duchesne County Assessor

**Operator:** Bill Barrett Corporation  
**Well Name & Number** 5-25-36 BTR  
**API Number:** 43-013-34021  
**Lease:** Fee

**Location:** SW NW                      **Sec.** 25                      **T.** 3 South                      **R.** 6 West

### 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 action during drilling of this well:

- 24 hours prior to cementing or testing casing – contact Dan Jarvis
- 24 hours prior to testing blowout prevention equipment – contact Dan Jarvis
- 24 hours prior to spudding the well – contact Carol Daniels
- Within 24 hours of any emergency changes made to the approved drilling program – contact Dustin Doucet
- Prior to commencing operations to plug and abandon the well – contact Dan Jarvis

The operator is required to get approval from the Division of Oil, Gas and Mining before performing any of the following actions during the drilling of this well:

- Plugging and abandonment or significant plug back of this well – contact Dustin Doucet
- Any changes to the approved drilling plan – contact Dustin Doucet

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

- Dan Jarvis at:                      (801) 538-5338 office                      (801) 942-0871 home
- Carol Daniels at:                      (801) 538-5284 office
- Dustin Doucet at:                      (801) 538-5281 office                      (801) 733-0983 home

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

# DIVISION OF OIL, GAS AND MINING

## SPUDDING INFORMATION

Name of Company: BILL BARRETT CORPORATION

Well Name: 5-25-36 BTR

Api No: 43-013-34021 Lease Type: FEE

Section 25 Township 03S Range 06W County DUCHESNE

Drilling Contractor FRONTIER RIG # 7

## SPUDDED:

Date 10/09/08

Time \_\_\_\_\_

How DRY

**Drilling will Commence:** \_\_\_\_\_

Reported by DOUG HACKFORD

Telephone # (866) 596-7440

Date 10/09//08 Signed CHD

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

FORM 6

ENTITY ACTION FORM

Operator: Bill Barrett Corporation Operator Account Number: N N2165  
 Address: 1099 18th Street, Suite 2300  
city Denver  
state CO zip 80202 Phone Number: (303) 312-8546

Well 1

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301334021	# 5-25-36 BTR		SWNW	25	3S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
A	99999	17126	10/3/2008		10/21/08		
Comments: Spudding Operations will be conducted by Craig Roustabout Service, Inc. on 10/3/2008 @ 8:00am. NHORN = WSTC							

Well 2

API Number	Well Name		QQ	Sec	Twp	Rng	County
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
Comments:							

Well 3

API Number	Well Name		QQ	Sec	Twp	Rng	County
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
Comments:							

ACTION CODES:

- A - Establish new entity for new well (single well only)
- B - Add new well to existing entity (group or unit well)
- C - Re-assign well from one existing entity to another existing entity
- D - Re-assign well from one existing entity to a new entity
- E - Other (Explain in 'comments' section)

Reed Haddock

Name (Please Print)

*Reed Haddock*

Signature

Permit Analyst

10/9/2008

Title

Date

(5/2000)

RECEIVED

OCT 09 2008

DIV. OF OIL, GAS & MINING

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB No. 1004-0137  
Expires: July 31, 2010

**SUNDRY NOTICES AND REPORTS ON WELLS**  
*Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.*

5. Lease Serial No.  
BIA-EDA-2OG0005608

6. If Indian, Allottee or Tribe Name  
Ute Indian Tribe

**SUBMIT IN TRIPLICATE** – Other instructions on page 2.

1. Type of Well

Oil Well     Gas Well     Other

7. If Unit of CA/Agreement, Name and/or No.  
N/A

8. Well Name and No.  
# 5-25-36 BTR

2. Name of Operator  
Bill Barrett Corporation

9. API Well No.  
43-013-34021

3a. Address  
1099 18th Street, Suite 2300  
Denver, CO 80202

3b. Phone No. (include area code)  
(303) 312-8546

10. Field and Pool or Exploratory Area  
Altamont

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)  
1544' FNL x 886' FWL  
SWNW, Section 25, T3S, R6W

11. Country or Parish, State  
Duchesne County

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION				
<input type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off	
<input checked="" type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Fracture Treat	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity	
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other <u>Weekly Drilling</u>	
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Activity _____	
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	_____	

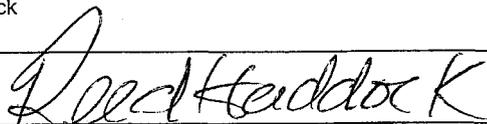
13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.)

Weekly drilling activity report from 10/7/08 - 10/13/2008.

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)  
Reed Haddock

Title Permit Analyst

Signature



Date 10/13/2008

**THIS SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved by

Title

Date

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

**RECEIVED**

**OCT 20 2008**

DIV. OF OIL, GAS & MINING

# REGULATORY DRILLING SUMMARY

WELLCORE

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/8/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 2

Depth At 06:00 :

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 0

Morning Operations : Rig up

Time To	Description	Remarks :
6:00 AM	Rig idle overnight	DSLTA:274 Safety Meetings:Rigging up (358 )JTS 5" IF Conn. DP (24 ) 6 1/2"DC's (5)8" DC (30)5"IF Conn SWDP-Rental Thomas Oil Tools FUEL: gallons USED: gallons TOTAL FUEL USED: gallons Daily water hauled:0 BBLS Total water hauled: BBLS Acc:0 psi Man:0 psi Ann:0 psi Fluid:14"inches BOP drills:Crew #1- Crew#2-
6:00 PM	Load out last loads of rig,haul to new location, rig up.	

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/7/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 1

Depth At 06:00 :

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 0

Morning Operations : Rig down-load out rig

Time To	Description	Remarks :
6:00 PM	Rig down-load out rig	DSLTA:274 Safety Meetings:Rigging up (358 )JTS 5" IF Conn. DP (24 ) 6 1/2"DC's (5)8" DC (30)5"IF Conn SWDP-Rental Thomas Oil Tools FUEL: gallons USED: gallons TOTAL FUEL USED: gallons Daily water hauled:0 BBLS Total water hauled: BBLS Acc:0 psi Man:0 psi Ann:0 psi Fluid:14"inches BOP drills:Crew #1- Crew#2-
6:00 AM	Rig idle overnight	

# REGULATORY DRILLING SUMMARY



Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/9/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 3

Depth At 06:00 :

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008 Days From Spud : 0

Morning Operations : RIG UP 95% RIGGED UP

Time To	Description
6:00 AM	MOVE IN RIG UP FRONTIER # 7 95% RIGGED UP

Remarks :

DSLTA:275  
 Safety Meetings:CHANGE FAN BELTS LOCK OUT TAG  
 OUT  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 NOTIFICATION TO CAROL DANIELS OF UP COMING  
 SPUD 12:30 PM 10/8/08  
 W/ STATE OF UTAH  
 FUEL:4910 gallons  
 USED: gallons  
 TOTAL FUEL USED: gallons  
 Daily water hauled:3070 BBLs  
 Total water hauled: 3070 BBLs  
 Acc:0 psi  
 Man:0 psi  
 Ann:0 psi  
 Fluid:14" inches  
 BOP drills:Crew #1- Crew#2-

# REGULATORY DRILLING SUMMARY



Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/11/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 5

Depth At 06:00 : 940.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 2

Morning Operations : DRLG.

FUEL 33

Remarks :

Time To	Description
6:30 AM	DRLG. F/ 460 - 473
11:00 AM	SHUT DIVERTER KILL WATER FLOW
4:00 PM	DRLG. W/ 10.8 MUD WT. F/ 473 - 610
4:30 PM	RIG SERVICE
6:00 AM	DRLG. F/ 610 TO 940

DSLTA:277  
 Safety Meetings:  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:3300 gallons  
 USED:1140 gallons  
 TOTAL FUEL USED:1610 gallons  
 Daily water hauled:0 BBLS  
 Total water hauled: 4760 BBLS  
 Acc:0 psi  
 Man:0 psi  
 Ann:0 psi  
 Fluid:14" inches  
 BOP drills:Crew #1- Crew#2-

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/10/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 4

Depth At 06:00 : 460.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 1

Morning Operations : DRLG

FUEL 44

Remarks :

Time To	Description
6:00 PM	NIPPLE UP DIVERTER / & MIX UP 350 BBL 11 LB MUD
8:30 PM	PU DRI.TOOLS & BHA
6:00 AM	DRLG. F/ 100' TO 460 FLOWING 27 BPH ON CONN. MUDDING UP TO REASE WT

DSLTA:276  
 Safety Meetings:PRM RIG INSPECTION  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 NOTIFCATION TO CAROL DANIELS OF UP COMING  
 SPUD 12:30 PM 10/8/08  
 W/ STATE OF UTAH  
 FUEL:4440 gallons  
 USED:470 gallons  
 TOTAL FUEL USED:470 gallons  
 Daily water hauled:1690 BBLS  
 Total water hauled: 4760 BBLS  
 Acc:0 psi  
 Man:0 psi  
 Ann:0 psi  
 Fluid:14" inches  
 BOP drills:Crew #1- Crew#2-

# REGULATORY DRILLING SUMMARY



Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/13/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 7

Depth At 06:00 : 2050.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 4

Morning Operations : DRLG

FUEL .

Time To	Description	Remarks :
9:00 AM	POOH F/ BIT #2 SET MTR TO 1.83 TRIP IN	DSLTA:279
6:00 PM	DRLG. F/ 1478 TO 1762	Safety Meetings:ICY COND. (358 )JTS 5" IF Conn. DP (24 ) 6 1/2"DC's (5)8" DC
9:00 PM	TRIP TO PUT MORE ANGLE IN MOTOR 2.12	(30)5"IF Conn SWDP-Rental Thomas Oil Tools
6:00 AM	DRLG. 1762 TO 2050	FUEL:4440 gallons USED:1410 gallons TOTAL FUEL USED:4870 gallons Daily water hauled:260 BBLS Total water hauled: 5080 BBLS Acc:2600 psi Man:2600 Ann:800 psi Fluid:14"inches BOP drills:Crew #1- Crew#2-

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/12/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 6

Depth At 06:00 : 1478.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 3

Morning Operations : DRLG / POOH AT 6:00 AM

FUEL 58

Time To	Description	Remarks :
3:30 PM	DRLG. F/ 940 TO 1193	DSLTA:278
4:00 PM	RIG SERVICE	Safety Meetings:HIGH PRESSURE LINES (358 )JTS 5" IF Conn. DP (24 ) 6 1/2"DC's (5)8" DC
6:00 AM	DRILG. F/ 1193 TO 1478	(30)5"IF Conn SWDP-Rental Thomas Oil Tools FUEL:5850 gallons USED:1850 gallons TOTAL FUEL USED:3460 gallons Daily water hauled:260 BBLS Total water hauled: 4820 BBLS Acc:2600 psi Man:2600 Ann:650 psi Fluid:14"inches BOP drills:Crew #1- Crew#2-

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB No. 1004-0137  
Expires: July 31, 2010

**SUNDRY NOTICES AND REPORTS ON WELLS**  
*Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.*

5. Lease Serial No.  
BIA-EDA-2OG0005608

6. If Indian, Allottee or Tribe Name  
Ute Indian Tribe

**SUBMIT IN TRIPLICATE -- Other instructions on page 2.**

1. Type of Well

Oil Well     Gas Well     Other

2. Name of Operator  
Bill Barrett Corporation

3a. Address  
1099 18th Street, Suite 2300  
Denver, CO 80202

3b. Phone No. (include area code)  
(303) 312-8546

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)  
1544' FNL x 886' FWL  
SWNW, Section 25, T3S, R6W

7. If Unit of CA/Agreement, Name and/or No.  
N/A

8. Well Name and No.  
# 5-25-36 BTR

9. API Well No.  
43-013-34021

10. Field and Pool or Exploratory Area  
Altamont

11. Country or Parish, State  
Duchesne County

**12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA**

TYPE OF SUBMISSION	TYPE OF ACTION			
<input type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input checked="" type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Fracture Treat	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other <u>Weekly Drilling</u> Activity
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.)

Weekly drilling activity report from 10/13/08 - 10/20/2008.

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)  
Reed Haddock

Title Permit Analyst

Signature



Date 10/20/2008

**THIS SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved by

Title

Date

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

**RECEIVED**

**OCT 23 2008**

**DIV. OF OIL, GAS & MINING**

# REGULATORY DRILLING SUMMARY

WELLCORE

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/14/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 8

Depth At 06:00 : 2925.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 5

Morning Operations : DRLG.

FUEL 2930

Time To	Description
3:30 PM	DRLG. F/ 2050 TO 2423
4:00 PM	RIG SERVICE
6:00 AM	DRLG. F/ 2423 TO 2925

Remarks :

DSLTA:280  
 Safety Meetings:RIGGING UP BOILER / WINDWALLS  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:2930 gallons  
 USED:1510 gallons  
 TOTAL FUEL USED:6380 gallons  
 Daily water hauled:260 BBLs  
 Total water hauled: 5080 BBLs  
 Acc:2600 psi  
 Man:2600  
 Ann:800 psi  
 Fluid:14" inches  
 BOP drills:Crew #1- Crew#2-  
 DENNIS INGRAM W/ UTAH STOPPED BY 10:30 AM  
 10/13/08 GAVE 24 HR NOTIS OF UP COMMING  
 CASING JOB

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/13/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 7

Depth At 06:00 : 2050.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 4

Morning Operations : DRLG

FUEL

8

Time To	Description
9:00 AM	POOH F/ BIT #2 SET MTR TO 1.83 TRIP IN
6:00 PM	DRLG. F/ 1478 TO 1762
9:00 PM	TRIP TO PUT MORE ANGLE IN MOTOR 2.12
6:00 AM	DRLG. 1762 TO 2050

Remarks :

DSLTA:279  
 Safety Meetings:ICY COND.  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:4440 gallons  
 USED:1410 gallons  
 TOTAL FUEL USED:4870 gallons  
 Daily water hauled:260 BBLs  
 Total water hauled: 5080 BBLs  
 Acc:2600 psi  
 Man:2600  
 Ann:800 psi  
 Fluid:14" inches  
 BOP drills:Crew #1- Crew#2-

# REGULATORY DRILLING SUMMARY

WELLCORE

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/15/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 9

Depth At 06:00 : 2996.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008 Days From Spud : 6

Morning Operations : WOC / NIPPLE DOWN DIVERTER

Time To	Description
7:00 AM	DRLG F/ 2925 TO 2996
8:00 AM	CIRC BOTTOMS UP
9:30 AM	SHORT TRIP UP TO 1200'
10:30 AM	CIRC BOTTOMS UP
2:00 PM	POOH LD DRI. TOOLS
6:00 PM	RUN 70 JTS 9.625 CASING TO 2990'
8:00 PM	CIRC CASING RU HALLIBURTON
11:00 PM	CEMENT W/ HALLIBURTON 50 SX 11.5 CEMENT FLUSH 755 SX LEAD @ 12.7 1.82 YIELD 255 SX CLASS G 15.8 1.17 YIELD W/ FULL RETURNS CIRC 62 BBL TO SURFACE FLOODS HELD CEMENT NEVER FELL
6:00 AM	W.O.C.

Remarks :

DSLTA:281  
 Safety Meetings:RIGGING UP BOILER / WINDWALLS  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:1890 gallons  
 USED:1040 gallons  
 TOTAL FUEL USED:0 gallons  
 Daily water hauled:0 BBLS  
 Total water hauled: 7630 BBLS  
 Acc:2600 psi  
 Man:2600  
 Ann:800 psi  
 Fluid:14" inches  
 BOP drills:Crew #1- Crew#2-  
 DENNIS INGRAM W/ UTAH STOPPED BY 10:30 AM  
 10/13/08 GAVE 24 HR NOTIS OF UP COMMING  
 CASING JOB

# REGULATORY DRILLING SUMMARY

WELLCORE

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/16/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 10

Depth At 06:00 : 2996.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 7

Morning Operations : PU TOOLS

FUE

Remarks :

Time To	Description
2:00 PM	RD DIVERTER / WELD HEAD / NIPPLE UP BOP
2:00 AM	TEST BOPS BOTH RAMS CHOKE & KELLY 5000 PSI F/ 10 MIN ANN 1500 PSI CASING 1500 F/ 30 MIN ALL OK ( NOTE WE HAD TEST PLUG UP SIDE DOWN & STUCK IN ANN. F/ 3 HRS
6:00 AM	PICK UP DRI. TOOLS & RST ORENTATE MWD

DSLTA:282  
 Safety Meetings:RIGGING UP BOILER / WINDWALLS  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:5760 gallons  
 USED:1630 gallons  
 TOTAL FUEL USED:9050 gallons  
 Daily water hauled:2290 BBLS  
 Total water hauled: 7630 BBLS  
 Acc:2600 psi  
 Man:2600  
 Ann:800 psi  
 Fluid:14" inches  
 BOP drills:Crew #1- Crew#2-  
 DENNIS INGRAM W/ UTAH STOPPED BY 10:30 AM  
 10/13/08 GAVE 24 HR NOTIS OF UP COMMING  
 CASING JOB

# REGULATORY DRILLING SUMMARY



Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/18/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 12

Depth At 06:00 : 5025.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 9

Morning Operations : DRLG

FUEL 3

Time To	Description
1:30 PM	DRLG. 4000 TO 4436
2:00 PM	RIG SERVICE
6:00 AM	DRLG. 4436 TO 5025

Remarks :

DSLTA:284  
 Safety Meetings:  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:3307 gallons  
 USED:1323 gallons  
 TOTAL FUEL USED:11503 gallons  
 Daily water hauled:710 BBLS  
 Total water hauled: 8340 BBLS  
 Acc:2600 psi  
 Man:2600  
 Ann:1000 psi  
 Fluid:14" inches  
 BOP drills:Crew #1-75 SEC Crew#2- 70 SEC

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/17/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 11

Depth At 06:00 : 4000.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 8

Morning Operations : DRLG.

FUEL .

Time To	Description
7:30 AM	WAIT ON RIGHT IBS
9:30 AM	PU IBS TRIP IN HOLE
11:00 AM	DRLG CEMENT PLUG FLOAT SHOE
6:00 AM	DRLG F/ 2996 TO 4000

Remarks :

DSLTA:283  
 Safety Meetings:NEW HIRE  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:4630 gallons  
 USED:1130 gallons  
 TOTAL FUEL USED:10180 gallons  
 Daily water hauled:0 BBLS  
 Total water hauled: 7630 BBLS  
 Acc:2600 psi  
 Man:2600  
 Ann:1000 psi  
 Fluid:14" inches  
 BOP drills:Crew #1-75 SEC Crew#2- 70 SEC

# REGULATORY DRILLING SUMMARY

WELLCORE

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/20/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 14

Depth At 06:00 : 6475.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 11

Morning Operations : DRLG

FUEL 52

Time To	Description
3:00 PM	DRLG. F/ 5600 TO 5957
3:30 PM	rig service
6:00 AM	DRLG. 5957 - 6475

Remarks :

DSLTA:286  
 Safety Meetings:FIRE HAZARDS  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:5292 gallons  
 USED:1323 gallons  
 TOTAL FUEL USED:14,018 gallons  
 Daily water hauled:260 BBLS  
 Total water hauled: 9640 BBLS  
 Acc:2600 psi  
 Man:2600  
 Ann:1000 psi  
 Fluid:14"inch  
 BOP drills:Crew #1-75 SEC Crew#2- 70 SEC

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/19/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 13

Depth At 06:00 : 5600.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 10

Morning Operations : DRLG

Time To	Description
4:00 PM	DRLG. F/ 5025 TO 5449
4:30 PM	RIG SERVICE
7:00 PM	DRLG F/ 5449 TO 5545
8:00 PM	CIRC COND HOLE
10:30 PM	POOH F/ DRI. TOOL MTR / BIT
1:30 AM	CHANGE BIT MTR RRS / OREINTATE SAME
4:00 AM	TRIP IN HOLE
4:30 AM	SET TOOL
6:00 AM	DR TO LG F/ 5545 - 5600

Remarks :

DSLTA:285  
 Safety Meetings:changeing rotating head rubber  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:6615 gallons  
 USED:1195 gallons  
 TOTAL FUEL USED:12,695 gallons  
 Daily water hauled:1040 BBLS  
 Total water hauled: 9380 BBLS  
 Acc:2600 psi  
 Man:2600  
 Ann:1000 psi  
 Fluid:14"inch  
 BOP drills:Crew #1-75 SEC Crew#2- 70 SEC

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB No. 1004-0137  
Expires: July 31, 2010

**SUNDRY NOTICES AND REPORTS ON WELLS**  
*Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.*

5. Lease Serial No.  
BIA-EDA-2OG0005608

6. If Indian, Allottee or Tribe Name  
Ute Indian Tribe

**SUBMIT IN TRIPLICATE** – Other instructions on page 2.

1. Type of Well

Oil Well     Gas Well     Other

2. Name of Operator  
Bill Barrett Corporation

3a. Address  
1099 18th Street, Suite 2300  
Denver, CO 80202

3b. Phone No. (include area code)  
(303) 312-8546

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)  
1544' FNL x 886' FWL  
SWNW, Section 25, T3S, R6W

7. If Unit of CA/Agreement, Name and/or No.  
N/A

8. Well Name and No.  
# 5-25-36 BTR

9. API Well No.  
43-013-34021

10. Field and Pool or Exploratory Area  
Altamont

11. Country or Parish, State  
Duchesne County

**12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA**

TYPE OF SUBMISSION	TYPE OF ACTION			
<input type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input checked="" type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Fracture Treat	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other <u>Weekly Drilling</u>
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Activity
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.)

Weekly drilling activity report from 10/27/08 - 10/29/2008. Final drilling activity report.

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)  
Reed Haddock

Title Permit Analyst

Signature *Reed Haddock*

Date 11/03/2008

**THIS SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved by

Title

Date

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office

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Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

**NOV 05 2008**

(Instructions on page 2)

# REGULATORY DRILLING SUMMARY

WELLCORE

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/27/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 21

Depth At 06:00 : 9650.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008 Days From Spud : 18

Morning Operations : Circulating in casing-waiting on Baker Atlas logging

Time To	Description	Remarks :
4:30 PM	Drill f/ 9276'ft to 9623'ft	DSLTA:294
5:00 PM	Rig service	Safety Meetings:Tongs:Tripping pipe in deviated hole-torque in string (358 )JTS 5" IF Conn. DP (24 ) 6 1/2"DC's (5)8" DC (30)5"IF Conn SWDP-Rental Thomas Oil Tools
5:30 PM	Drill f/ 9623'ft to 9650'ft-TD well	FUEL:4158 gallons
10:30 PM	Pump hi vis sweep,circulate hole clean.	USED:1228 gallons
12:30 AM	Short trip 30 stands out and back in	TOTAL FUEL USED:24,140 gallons
2:00 AM	Circulate bottoms up.Condition hole.	Daily water hauled:0 BBLS
5:00 AM	Flow check,pump dry job,POOH f/ logs	Total water hauled: 11,850 BBLS
6:00 AM	Baker Atlas called and informed co man they were having problems w/wireline truck.Stopped tripping outof hole and picked up kelly.Circulating in casing waiting to hear back from loggers on status of wireline truck.	Acc:2500 psi Man:2500 psi Ann:1100 psi Fluid:14"inches BOP drills:Crew #1-59 SEC Crew#2- 50 SEC

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/26/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 20

Depth At 06:00 : 9276.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008 Days From Spud : 17

Morning Operations : Drilling ahead

Time To	Description	Remarks :
3:30 PM	Drill f/ 8672'ft to 8958'ft-Shaking out LCM @ 12%-Rot 80% Sliding 20%	DSLTA:293
4:00 PM	Rig service	Safety Meetings:Working on lights;BOP responsibility (358 )JTS 5" IF Conn. DP (24 ) 6 1/2"DC's (5)8" DC (30)5"IF Conn SWDP-Rental Thomas Oil Tools
6:00 AM	Drill f/ 8958'ft to 9276 -Shaking out LCM@ 3%-Rot 80% Sliding 20%	FUEL:5386 gallons
		USED:2032 gallons(638 gal in mud)
		TOTAL FUEL USED:22,912 gallons
		Daily water hauled:260 BBLS
		Total water hauled: 11,850 BBLS
		Acc:2500 psi
		Man:2500 psi
		Ann:1100 psi
		Fluid:14"inches
		BOP drills:Crew #1-75 SEC Crew#2- 50 SEC

# REGULATORY DRILLING SUMMARY

WELLCORE

Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/28/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 22

Depth At 06:00 : 9650.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008

Days From Spud : 19

Morning Operations : LDDP

Time To	Description
6:30 AM	Circulate-wait on Baker Atlas wireline truck
7:00 AM	POOH
8:00 AM	Laydown directional tools,mm and PDC bit
8:30 AM	Pull wear bushing
3:30 PM	RU/Baker Atlas-Log well-Logs on bottom @ 12:45pm.Ran Triple Combo,SP,GR.Rig down Baker Atlas.
5:00 PM	TIH to 2950'ft-Break circulation
5:30 PM	Circulate bottoms up.
6:00 PM	TIH to 5000'ft-Break circulation
7:00 PM	TIH to 6750'ft.-Break circulation
7:30 PM	TIH to 8000'ft-Break circulation
8:00 PM	TIH to 9600'ft-Wash 50'ft to bottom
12:00 AM	Circulate and drop vis back to 45 sec/qt
6:00 AM	RU/Laydown machine,flow check,pump dry job-Held safety meeting w/crews-LDDP.

Remarks :

DSLTA:295  
 Safety Meetings:Checking chains;LDDP  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2"DC's  
 (5)8" DC  
 (30)5"IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:4158 gallons  
 USED:945 gallons  
 TOTAL FUEL USED:25,085 gallons  
 Daily water hauled:0 BBLS  
 Total water hauled: 11,850 BBLS  
 Acc:2500 psi  
 Man:2500 psi  
 Ann:750 psi  
 Fluid:14" inches  
 BOP drills:Crew #1-59 SEC Crew#2- 50 SEC

# REGULATORY DRILLING SUMMARY



Well : #5-25-36 BTR

Phase/Area : Black Tail Ridge

Operations Date : 10/29/2008

Bottom Hole Display	API #/License
	43-013-34021

Report # : 23

Depth At 06:00 : 9650.00

Estimated Total Depth : 10401.00

Surface Location : SWNW-25-3S-6W-W30M

Spud Date : 10/9/2008 Days From Spud : 20

Morning Operations : Rigging down to move

Time To	Description
8:00 AM	LDDP, SWDP & break kelly
4:00 PM	RU/Franks Weststates. Hold safety meeting w/crews Run (219) Jts 5.5" 17# P110 Production casing to 9637'ft.
6:00 PM	Hook up circulating hose & circulate casing. RD casing crews
10:30 PM	RU Halliburton. Hold safety meeting w/crews. Pump (50) sx 38.4 bbls Scavenger cement. Pumped (410) sx 219 bbls Lead cement. Pumped (330) sx 189 bbls. Tail cement. Drop plug. Pump 222.5 bbls Clayfix water for displacement. Plug down @ 22:00 hrs. Final lift pressure 1500. Test floats to 2000 psi. Floats held. RD/Halliburton
2:00 AM	ND/BOP-Pick up BOP and hang off to set slips.
3:00 AM	Set slips with 180K. String wt 150K. Pulled tension to 180K. Set slips & slack off. Slips set with 30K tension.
6:00 AM	Clean mud tanks. RR @ 6:00am

Remarks :

DSLTA:296  
 Safety Meetings:LDDP;  
 (358 )JTS 5" IF Conn. DP  
 (24 ) 6 1/2" DC's  
 (5) 8" DC  
 (30) 5" IF Conn SWDP-Rental Thomas Oil Tools  
 FUEL:4158 gallons  
 USED:945 gallons  
 TOTAL FUEL USED:25,085 gallons  
 Daily water hauled:0 BBLS  
 Total water hauled: 11,850 BBLS  
 Acc:2500 psi  
 Man:2500 psi  
 Ann:750 psi  
 Fluid:14" inches  
 BOP drills:Crew #1-59 SEC Crew#2- 50 SEC

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB No. 1004-0137  
Expires: July 31, 2010

**SUNDRY NOTICES AND REPORTS ON WELLS**  
*Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.*

5. Lease Serial No.  
BIA-EDA-20G0005608

6. If Indian, Allottee or Tribe Name  
Ute Indian Tribe

*SUBMIT IN TRIPLICATE - Other instructions on page 2.*

1. Type of Well

Oil Well     Gas Well     Other

7. If Unit of CA/Agreement, Name and/or No.  
N/A

8. Well Name and No.  
# 5-25-36 BTR

2. Name of Operator  
Bill Barrett Corporation

9. API Well No.  
43-013-34021

3a. Address  
1099 18th Street, Suite 2300  
Denver, CO 80202

3b. Phone No. (include area code)  
(303) 312-8546

10. Field and Pool or Exploratory Area  
Altamont

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)  
1544' FNL x 886' FWL  
SWNW, Section 25, T3S, R6W

11. Country or Parish, State  
Duchesne County

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input checked="" type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Fracture Treat	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other <u>Weekly Completion</u>
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Activity _____
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	_____

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.)

Weekly completion activity report from 11/26/08 - 12/13/2008.

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**DEC 17 2008**

**DIV. OF OIL, GAS & MINING**

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)  
Reed Haddock

Title Permit Analyst

Signature *Reed Haddock*

Date 12/15/2008

**THIS SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved by \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office \_\_\_\_\_

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/26/2008 Report # : 1

AFE # : 15281D

Summary :	End Time	Description
SLB WL and frac equipment MIRU, RUWL & PERF STAGE # 1 of 9 FROM 9484' - 9515' (30 TOTAL HOLES).	8:00 AM	SLB WL and frac crews MIRU equipment.
RU frac equipment and tested lines, spotted acid and well head started to leak, no isolation tool installed, SD and wait on tool.	10:00 AM	WELL HAS 0# PSI SICP, OPENED WELL, RIH WITH SLB WL TO PERF STAGE # 1 OF 9, PBTD @ 9540'
		PERFORATE AS FOLLOWS: 9484' - 9488' 12 - SHOTS 9498' - 9502' 12 - SHOTS 9513' - 9515' 6 - SHOTS
	2:00 PM	SLB WL RD, frac RU and test lines, well head leaking, SD and tighten bolts, pump acid and well head started to leak on the packing on TBG hanger bolts, noticed no isolation tool has been installed.
	10:00 PM	SD wait on isolation tool to be installed.
	12:00 AM	isolation tool show up and installed
	6:00 AM	SDFN

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December 15, 2008 Page 15

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/27/2008      Report # : 2  
 AFE # : 15281D

Summary	End Time	Description
RU frac equipment. FRAC STAGE # 1 of 9 : 27.4 BBLS 15% HCL ACID, 439.9 BBLS OF SLICK WATER & 1319.6 BBLS OF 20 & 18# CROSSLINKED, 64753 # 20/40 TEMPER LC WHITE SAND, 44109 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.68 (26 OUT OF 30 PERFS OPEN) POST FRAC GRADIENT = 0.72 FLUID TO RECOVER FROM STAGE: 1667 BBLS  wait on WL and frac pump truck.	7:30 PM	FRAC STAGE # 3 OF 9 AS FOLLOWS (STAGE 3 FOR DAY):  TOOK 0 BBLS OF SLICK WATER PRIOR TO FORMATION BREAKING BACK TO 3508 PSI @ 6.5 BPM. PUMP 25.0 BBLS 15% HCL @ 70.7 BPM @ 4900 PSI FORMATION BROKE BACK TO 4460 PSI WITH ACID ON FORMATION. START STEP DOWN TEST: ISIP: 2088 PSI (F.G. =0.67) (28 OUT OF 48 PERFS OPEN)  POST STEP DOWN: STEP DOWN: BBLS @ BPM PSI ATP 207.1 BBLS OF PRE PAD SLICK WATER @ 61.8 BPM 4719 PSI ATP 309.5 BBLS OF PAD @ 48.6 BPM 3642 PSI ATP 175.3 BBLS OF 0.3 PPA 20/40 TEMPERED LC @ 70.6 BPM 4648 PSI ATP 181.2 BBLS OF 0.5 PPA 20/40 TEMPERED LC @ 70.6 BPM 4398 PSI ATP 191.3 BBLS OF 1.5 PPA 20/40 TEMPERED LC @ 71.0 BPM 4302 PSI ATP 193.5 BBLS OF 2.5 PPA 20/
RUWL & PERF STAGE # 2 of 9 FROM 8940' - 9076' (30 TOTAL HOLES). FRAC STAGE # 2 of 9 : 25.0 BBLS 15% HCL ACID, 415.3 BBLS OF SLICK WATER & 1931.3 BBLS OF 20 & 18# CROSSLINKED, 97236 # 20/40 TEMPER LC WHITE SAND, 63839 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.69 (25 OUT OF 30 PERFS OPEN) POST FRAC GRADIENT = 0.76 FLUID TO RECOVER FROM STAGE: 2194.6 BBLS	5:00 PM	RU WL and equipment fail to work, wait on part and also frac pump failed and wait on pump truck.
RUWL & PERF STAGE # 3 of 9 FROM 8562' - 8760' (48 TOTAL HOLES). FRAC STAGE # 3 of 9 : 25.0 BBLS 15% HCL ACID, 405.3 BBLS OF SLICK WATER & 1580.1 BBLS OF 20 & 18# CROSSLINKED, 51966 # 20/40 TEMPER LC WHITE SAND, 24941 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.67 (28 OUT OF 48 PERFS OPEN) POST FRAC GRADIENT = 0.72 FLUID TO RECOVER FROM STAGE: 1926.2 BBLS SDFN	6:00 AM	SDFN SWIFN

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DIV. OF OIL, GAS & MINING

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/27/2008 Report #: 2

AFE #: 15281D

Summary : RU frac equipment.

FRAC STAGE # 1 of 9 : 27.4 BBLs 15%  
HCL ACID, 439.9 BBLs OF SLICK  
WATER & 1319.6 BBLs OF 20 & 18#  
CROSSLINKED, 64753 # 20/40  
TEMPER LC WHITE SAND, 44109 #  
20/40 SUPER LC  
PRE FRAC GRADIENT = 0.68 (26 OUT  
OF 30 PERFS OPEN)  
POST FRAC GRADIENT = 0.72  
FLUID TO RECOVER FROM STAGE:  
1667 BBLs

End Time

6:00 PM

Description

WELL HAS 900# PSI SICP, OPENED WELL, RIH WITH SLB WL  
TO SET CFP AND TO PERF STAGE # 3 OF 9, SET CFP @ 8770'

PERFORATE AS FOLLOWS:  
8562' - 8564' 6 - SHOTS  
8583' - 8585' 6 - SHOTS  
8635' - 8637' 6 - SHOTS  
8670' - 8672' 6 - SHOTS  
8694' - 8696' 6 - SHOTS  
8708' - 8710' 6 - SHOTS  
8730' - 8732' 6 - SHOTS  
8758' - 8760' 6 - SHOTS

wait on WL and frac pump truck.

RUWL & PERF STAGE # 2 of 9 FROM  
8940' - 9076' (30 TOTAL HOLES).  
FRAC STAGE # 2 of 9 : 25.0 BBLs 15%  
HCL ACID, 415.3 BBLs OF SLICK  
WATER & 1931.3 BBLs OF 20 & 18#  
CROSSLINKED, 97236 # 20/40  
TEMPER LC WHITE SAND, 63839 #  
20/40 SUPER LC  
PRE FRAC GRADIENT = 0.69 (25 OUT  
OF 30 PERFS OPEN)  
POST FRAC GRADIENT = 0.76  
FLUID TO RECOVER FROM STAGE:  
2194.6 BBLs

48 - TOTAL SHOTS, NO PRESSURE CHANGE AFTER  
PERFORATING  
POOH WITH WIRELINE AND GUNS  
WELL HAS 900# PSI SICP, OPENED WELL, RIH WITH SLB WL  
TO SET CFP AND TO PERF STAGE # 3 OF 9, SET CFP @ 8770'

PERFORATE AS FOLLOWS:  
8562' - 8564' 6 - SHOTS  
8583' - 8585' 6 - SHOTS  
8635' - 8637' 6 - SHOTS  
8670' - 8672' 6 - SHOTS  
8694' - 8696' 6 - SHO

RUWL & PERF STAGE # 3 of 9 FROM  
8562' - 8760' (48 TOTAL HOLES).  
FRAC STAGE # 3 of 9 : 25.0 BBLs 15%  
HCL ACID, 405.3 BBLs OF SLICK  
WATER & 1580.1 BBLs OF 20 & 18#  
CROSSLINKED, 51966 # 20/40  
TEMPER LC WHITE SAND, 24941 #  
20/40 SUPER LC  
PRE FRAC GRADIENT = 0.67 (28 OUT  
OF 48 PERFS OPEN)  
POST FRAC GRADIENT = 0.72  
FLUID TO RECOVER FROM STAGE:  
1926.2 BBLs  
SDFN

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DIV. OF OIL, GAS & MINING

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/27/2008 Report # : 2

AFE # : 15281D

Summary	End Time	Description
<p>RU frac equipment.                      FRAC STAGE # 1 of 9 : 27.4 BBLS 15% HCL ACID, 439.9 BBLS OF SLICK WATER &amp; 1319.6 BBLS OF 20 &amp; 18# CROSSLINKED, 64753 # 20/40 TEMPER LC WHITE SAND, 44109 # 20/40 SUPER LC                      PRE FRAC GRADIENT = 0.68 (26 OUT OF 30 PERFS OPEN)                      POST FRAC GRADIENT = 0.72                      FLUID TO RECOVER FROM STAGE: 1667 BBLS</p> <p>wait on WL and frac pump truck.</p> <p>RUWL &amp; PERF STAGE # 2 of 9 FROM 8940' - 9076' (30 TOTAL HOLES).                      FRAC STAGE # 2 of 9 : 25.0 BBLS 15% HCL ACID, 415.3 BBLS OF SLICK WATER &amp; 1931.3 BBLS OF 20 &amp; 18# CROSSLINKED, 97236 # 20/40 TEMPER LC WHITE SAND, 63839 # 20/40 SUPER LC                      PRE FRAC GRADIENT = 0.69 (25 OUT OF 30 PERFS OPEN)                      POST FRAC GRADIENT = 0.76                      FLUID TO RECOVER FROM STAGE: 2194.6 BBLS</p> <p>RUWL &amp; PERF STAGE # 3 of 9 FROM 8562' - 8760' (48 TOTAL HOLES).                      FRAC STAGE # 3 of 9 : 25.0 BBLS 15% HCL ACID, 405.3 BBLS OF SLICK WATER &amp; 1580.1 BBLS OF 20 &amp; 18# CROSSLINKED, 51966 # 20/40 TEMPER LC WHITE SAND, 24941 # 20/40 SUPER LC                      PRE FRAC GRADIENT = 0.67 (28 OUT OF 48 PERFS OPEN)                      POST FRAC GRADIENT = 0.72                      FLUID TO RECOVER FROM STAGE: 1926.2 BBLS                      SDFN</p>	<p>1:30 PM</p>	<p>FRAC STAGE # 2 OF 9 AS FOLLOWS (STAGE 2 FOR DAY):</p> <p>TOOK 0 BBLS OF SLICK WATER PRIOR TO FORMATION BREAKING BACK TO 3199 PSI @ 6.5 BPM. PUMP 25.0 BBLS 15% HCL @ 60.6 BPM @ 4900 PSI FORMATION BROKE BACK TO 4660 PSI WITH ACID ON FORMATION.                      START STEP DOWN TEST:                      ISIP: 2350 PSI (F.G. =0.69) (25 OUT OF 30 PERFS OPEN)</p> <p>POST STEP DOWN:                      STEP DOWN: BBLS @ BPM PSI ATP                      207.9 BBLS OF PRE PAD SLICK WATER @ 57.7 BPM 4854 PSI ATP                      357.1 BBLS OF PAD @ 46.1 BPM 4036 PSI ATP                      398.5 BBLS OF 1.0 PPA 20/40 TEMPERED LC @ 59.8 BPM 4642 PSI ATP                      374.5 BBLS OF 2.0 PPA 20/40 TEMPERED LC @ 59.4 BPM 4399 PSI ATP                      257.5 BBLS OF 3.0 PPA 20/40 TEMPERED LC @ 59.6 BPM 4229 PSI ATP                      180.5 BBLS OF 4.0 PPA 20/</p>

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 DEC 17 2008

DIV. OF OIL, GAS & MINING

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/27/2008 Report # : 2

AFE # : 15281D

Summary	End Time	Description
RU frac equipment. FRAC STAGE # 1 of 9 : 27.4 BBLS 15% HCL ACID, 439.9 BBLS OF SLICK WATER & 1319.6 BBLS OF 20 & 18# CROSSLINKED, 64753 # 20/40 TEMPER LC WHITE SAND, 44109 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.68 (26 OUT OF 30 PERFS OPEN) POST FRAC GRADIENT = 0.72 FLUID TO RECOVER FROM STAGE: 1667 BBLS	9:00 AM 10:00 AM	SLB frac RU equipment. FRAC STAGE # 1 OF 9 AS FOLLOWS (STAGE 1 FOR DAY):  TOOK 8.3 BBLS OF SLICK WATER F PRIOR TO FORMATION BREAKING BACK TO 2850 PSI @ 5.3 BPM. PUMP 27.4 BBLS 15% HCL @ 46.7 BPM @ 3830 PSI FORMATION BROKE BACK TO 3760 PSI WITH ACID ON FORMATION. START STEP DOWN TEST: ISIP: 2350 PSI (F.G. =0.68) (26 OUT OF 30 PERFS OPEN)
wait on WL and frac pump truck.  RUWL & PERF STAGE # 2 of 9 FROM 8940' - 9076' (30 TOTAL HOLES). FRAC STAGE # 2 of 9 : 25.0 BBLS 15% HCL ACID, 415.3 BBLS OF SLICK WATER & 1931.3 BBLS OF 20 & 18# CROSSLINKED, 97236 # 20/40 TEMPER LC WHITE SAND, 63839 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.69 (25 OUT OF 30 PERFS OPEN) POST FRAC GRADIENT = 0.76 FLUID TO RECOVER FROM STAGE: 2194.6 BBLS	12:00 PM	POST STEP DOWN: STEP DOWN: BBLS @ BPM PSI ATP 220.5 BBLS OF PRE PAD SLICK WATER @ 44.7 BPM 3712 PSI ATP 261.9 BBLS OF PAD @ 35.2 BPM 3374 PSI ATP 261.5 BBLS OF 1.0 PPA 20/40 TEMPERED LC @ 47.3 BPM 3928 PSI ATP 245.7 BBLS OF 2.0 PPA 20/40 TEMPERED LC @ 47.1 BPM 3710 PSI ATP 170.7 BBLS OF 3.0 PPA 20/40 TEMPERED LC @ 47.2 BPM 3499 PSI ATP 125.9 BBLS OF 4.0 PPA WELL HAS 1450# PSI SICP, OPENED WELL, RIH WITH SLB WL TO SET CFP AND TO PERF STAGE # 2 OF 9, SET CFP @ 9110'
RUWL & PERF STAGE # 3 of 9 FROM 8562' - 8760' (48 TOTAL HOLES). FRAC STAGE # 3 of 9 : 25.0 BBLS 15% HCL ACID, 405.3 BBLS OF SLICK WATER & 1580.1 BBLS OF 20 & 18# CROSSLINKED, 51966 # 20/40 TEMPER LC WHITE SAND, 24941 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.67 (28 OUT OF 48 PERFS OPEN) POST FRAC GRADIENT = 0.72 FLUID TO RECOVER FROM STAGE: 1926.2 BBLS SDFN		PERFORATE AS FOLLOWS: 8940' - 8942' 6 - SHOTS 8965' - 8967' 6 - SHOTS 9030' - 9032' 6 - SHOTS 9062' - 9064' 6 - SHOTS 9074' - 9076' 6 - SHOTS  30 - TOTAL SHOTS, NO PRESSURE CHANGE AFTER PERFORATING POOH WITH WIRELINE AND GUNS

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DIV. OF OIL, GAS & MINING

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/29/2008 Report # : 3

AFE # : 15281D

Summary	End Time	Description
RUWL & PERF STAGE # 4 of 9 FROM 8369'- 8519' (33 TOTAL HOLES). FRAC STAGE # 4 of 9 : 25.0 BBLS 15% HCL ACID, 401.0 BBLS OF SLICK WATER & 1398.1 BBLS OF 20 & 18# CROSSLINKED, 45505 # 20/40 JORDAN-UNIMIN WHITE SAND, 22007 # 20/40 TEMPERED LC PRE FRAC GRADIENT = 0.74 (24 OUT OF 33 PERFS OPEN) POST FRAC GRADIENT = 0.77 FLUID TO RECOVER FROM STAGE: 1751.1 BBLS	4:00 PM	WELL HAS 1450# PSI SICP, OPENED WELL, RIH WITH SLB WL TO SET CFP AND TO PERF STAGE # 6 OF 9, SET CFP @ 8040'  PERFORATE AS FOLLOWS: 7838' - 7840' 6 - SHOTS 7858' - 7860' 6 - SHOTS 7876' - 7878' 6 - SHOTS 7918' - 7920' 6 - SHOTS 7930' - 7932' 6 - SHOTS 7966' - 7968' 6 - SHOTS 7988' - 7990' 6 - SHOTS 8005' - 8007' 6 - SHOTS
RUWL & PERF STAGE # 5 of 9 FROM 8120'- 8322' (57 TOTAL HOLES). FRAC STAGE # 5 of 9 : 25.0 BBLS 15% HCL ACID, 406.8 BBLS OF SLICK WATER & 1855.4 BBLS OF 20 & 18# CROSSLINKED, 99404 # 20/40 JORDAN-UNIMIN WHITE SAND, 46159 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.71 (37 OUT OF 57 PERFS OPEN) POST FRAC GRADIENT = 0.77 FLUID TO RECOVER FROM STAGE: 2129.8 BBLS	6:00 PM 7:00 PM 11:00 PM	48 - TOTAL SHOTS, NO PRESSURE CHANGE AFTER PERFORATING POOH WITH WIRELINE AND GUNS FRAC STAGE # 6/8 AS FOLLOWS (STAGE 3 FOR DAY): RIH w/ WL, set plug @ 7825' and shoot perfs @ 7803'-05', 7785'-87' lost gun, POOH w/ WL, retie WL head and RIH w/ guage ring and tag gun top @ 7767' POOH LD guage ring.
RUWL & PERF STAGE # 6 of 9 FROM 7838'- 8007' (48 TOTAL HOLES). FRAC STAGE # 6 of 9  RIH w/ perf gun and plug and shoot bottom 2 sets of perfs and lost perf gun, RIH w/ guage ring and tag @ 7767' POOH SDFN	6:00 AM	SDFN SWIFN

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DIV. OF OIL, GAS & MINING

# REGULATORY COMPLETION SUMMARY

WELLCORE

Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/29/2008 Report # : 3

AFE # : 15281D

Summary :	End Time	Description
RUWL & PERF STAGE # 4 of 9 FROM 8369'- 8519' (33 TOTAL HOLES). FRAC STAGE # 4 of 9 : 25.0 BBLs 15% HCL ACID, 401.0 BBLs OF SLICK WATER & 1398.1 BBLs OF 20 & 18# CROSSLINKED, 45505 # 20/40 JORDAN-UNIMIN WHITE SAND, 22007 # 20/40 TEMPERED LC PRE FRAC GRADIENT = 0.74 (24 OUT OF 33 PERFS OPEN) POST FRAC GRADIENT = 0.77 FLUID TO RECOVER FROM STAGE: 1751.1 BBLs	12:00 PM	WELL HAS 2100# PSI SICP, OPENED WELL, RIH WITH SLB WL TO SET CFP AND TO PERF STAGE # 5 OF 9, SET CFP @ 8350'  PERFORATE AS FOLLOWS: 8120' - 8123' 9 - SHOTS 8158' - 8161' 9 - SHOTS 8182' - 8184' 6 - SHOTS 8193' - 8195' 6 - SHOTS 8244' - 8247' 9 - SHOTS 8265' - 8267' 6 - SHOTS 8286' - 8288' 6 - SHOTS 8320' - 8322' 6 - SHOTS
RUWL & PERF STAGE # 5 of 9 FROM 8120'- 8322' (57 TOTAL HOLES). FRAC STAGE # 5 of 9 : 25.0 BBLs 15% HCL ACID, 406.8 BBLs OF SLICK WATER & 1855.4 BBLs OF 20 & 18# CROSSLINKED, 99404 # 20/40 JORDAN-UNIMIN WHITE SAND, 46159 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.71 (37 OUT OF 57 PERFS OPEN) POST FRAC GRADIENT = 0.77 FLUID TO RECOVER FROM STAGE: 2129.8 BBLs	2:00 PM	57 - TOTAL SHOTS, NO PRESSURE CHANGE AFTER PERFORATING POOH WITH WIRELINE AND GUNS FRAC STAGE # 5 OF 9 AS FOLLOWS (STAGE 2 FOR DAY):  TOOK 0 BBLs OF SLICK WATER PRIOR TO FORMATION BREAKING BACK TO 3555 PSI @ 6.4 BPM. PUMP 25.0 BBLs 15% HCL @ 61.2 BPM @ 4400 PSI FORMATION BROKE BACK TO 3888 PSI WITH ACID ON FORMATION. START STEP DOWN TEST: ISIP: 2300 PSI (F.G. =0.71) (37 OUT OF 57 PERFS OPEN)
RUWL & PERF STAGE # 6 of 9 FROM 7838'- 8007' (48 TOTAL HOLES). FRAC STAGE # 6 of 9  RIH w/ perf gun and plug and shoot bottom 2 sets of perfs and lost perf gun, RIH w/ guage ring and tag @ 7767' POOH SDFN		POST STEP DOWN: STEP DOWN: BBLs @ BPM PSI ATP 220.5 BBLs OF PRE PAD SLICK WATER @ 57.3 BPM 4595 PSI ATP 357.1 BBLs OF PAD @ 49.5 BPM 3604 PSI ATP 360.6 BBLs OF 1.0 PPA 20/40 JORDAN-UNIMIN @ 69.8 BPM 4262 PSI ATP 413.8 BBLs OF 2.0 PPA 20/40 JORDAN-UNIMIN @ 69.7 BPM 4070 PSI ATP 287.3 BBLs OF 3.0 PPA 20/40 JORDAN-UNIMIN @ 69.5 BPM 3928 PSI ATP 163.0 BBLs OF 4.0 P

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# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/29/2008 Report # : 3

AFE # : 15281D

Summary :	End Time	Description
RUWL & PERF STAGE # 4 of 9 FROM 8369'- 8519' (33 TOTAL HOLES). FRAC STAGE # 4 of 9 : 25.0 BBLS 15% HCL ACID, 401.0 BBLS OF SLICK WATER & 1398.1 BBLS OF 20 & 18# CROSSLINKED, 45505 # 20/40 JORDAN-UNIMIN WHITE SAND, 22007 # 20/40 TEMPERED LC PRE FRAC GRADIENT = 0.74 (24 OUT OF 33 PERFS OPEN) POST FRAC GRADIENT = 0.77 FLUID TO RECOVER FROM STAGE: 1751.1 BBLS	7:30 AM	RU SLB WL.
	10:00 AM	WELL HAS 10# PSI SICP, OPENED WELL, RIH WITH SLB WL TO SET CFP AND TO PERF STAGE # 4 OF 9, SET CFP @ 8540'  PERFORATE AS FOLLOWS: 8369' - 8371' 6 - SHOTS 8444' - 8446' 6 - SHOTS 8468' - 8470' 6 - SHOTS 8494' - 8496' 6 - SHOTS 8516' - 8519' 9 - SHOTS
RUWL & PERF STAGE # 5 of 9 FROM 8120'- 8322' (57 TOTAL HOLES). FRAC STAGE # 5 of 9 : 25.0 BBLS 15% HCL ACID, 406.8 BBLS OF SLICK WATER & 1855.4 BBLS OF 20 & 18# CROSSLINKED, 99404 # 20/40 JORDAN-UNIMIN WHITE SAND, 46159 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.71 (37 OUT OF 57 PERFS OPEN) POST FRAC GRADIENT = 0.77 FLUID TO RECOVER FROM STAGE: 2129.8 BBLS	11:00 AM	33 - TOTAL SHOTS, NO PRESSURE CHANGE AFTER PERFORATING POOH WITH WIRELINE AND GUNS FRAC STAGE # 4 OF 9 AS FOLLOWS (STAGE 1 FOR DAY):  TOOK 0 BBLS OF SLICK WATER PRIOR TO FORMATION BREAKING BACK TO 3508 PSI @ 6.5 BPM. PUMP 25.0 BBLS 15% HCL @ 61.2 BPM @ 5570 PSI FORMATION BROKE BACK TO 5060 PSI WITH ACID ON FORMATION. START STEP DOWN TEST: ISIP: 2600 PSI (F.G. =0.74) (24 OUT OF 33 PERFS OPEN)
RUWL & PERF STAGE # 6 of 9 FROM 7838'- 8007' (48 TOTAL HOLES). FRAC STAGE # 6 of 9		POST STEP DOWN: STEP DOWN: BBLS @ BPM PSI ATP 207.1 BBLS OF PRE PAD SLICK WATER @ 52.7 BPM 5140 PSI ATP 285.7 BBLS OF PAD @ 42.8 BPM 4033 PSI ATP 153.3 BBLS OF 0.3 PPA 20/40 JORDAN-UNIMIN @ 59.4 BPM 4905 PSI ATP 158.5 BBLS OF 0.5 PPA 20/40 JORDAN-UNIMIN @ 59.4 BPM 4755 PSI ATP 167.3 BBLS OF 0.8 PPA 20/40 JORDAN-UNIMIN @ 59.4 BPM 4692 PSI ATP 216.1 BBLS OF 1.5 P
RIH w/ perf gun and plug and shoot bottom 2 sets of perfs and lost perf gun, RIH w/ guage ring and tag @ 7767' POOH SDFN		

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DIV. OF OIL, GAS & MINING

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/1/2008 Report # : 5

AFE # : 15281D

Summary	End Time	Description
wait on flang, RIH w/ tools on slick line and fish guns, POOH and disarm gun, RD HALCO slick line truck and MO. SDFN.	5:00 PM	flange show up and brought the wrong size wait on other.
	7:00 PM	the right size flange show up, too windy to hang lubricator in the air, wait on the wind to die down.
	8:00 PM	RU fishing tools and lubricator.
	10:00 PM	RIH w/ slick line and fishing tool and latch on fish, pulled 1200 LBS and come free, POOH w/ fish.
	12:00 AM	LD and disarm perf gun.
	2:00 AM	RD/MO HALCO slick line truck.
	6:00 AM	SDFN

Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 11/30/2008 Report # : 4

AFE # : 15281D

Summary	End Time	Description
RD SLB WL and frac trucks to make room for slick line truck, slick line truck MI/RU wait on flang brought the wrong size.	10:00 AM	SLB WL RD/MO, SLB frac move 2 pump trucks to make room for HALCO slick line truck.
	10:00 PM	wait on slick line truck to MI.
	1:00 AM	HALCO wslick line truck MI/RU, brought the wrong flange, wait on flange.
	6:00 AM	SDFN

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# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/2/2008 Report # : 6  
 AFE # : 15281D

Summary	End Time	Description
RUWL & PERF STAGE # 7 of 9 FROM 7682'- 7805' (48 TOTAL HOLES). FRAC STAGE # 7 of 9 : 25.0 BBLS 15% HCL ACID, 384.8 BBLS OF SLICK WATER & 1824.6 BBLS OF 20 & 18# CROSSLINKED, 97860 # 20/40 JORDAN-UNIMIN WHITE SAND, 48289 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.63 (35 OUT OF 48 PERFS OPEN) POST FRAC GRADIENT = 0.83 FLUID TO RECOVER FROM STAGE: 2076.0 BBLS	6:30 PM	WELL HAS 0# PSI SICP, OPENED WELL, RIH WITH SLB WL TO SET CFP AND TO PERF STAGE # 9 OF 9, SET CFP @ 7390'  PERFORATE AS FOLLOWS: 7192' - 7194' 6 - SHOTS 7212' - 7214' 6 - SHOTS 7268' - 7270' 6 - SHOTS 7294' - 7296' 6 - SHOTS 7340' - 7342' 6 - SHOTS 7350' - 7352' 6 - SHOTS 7368' - 7370' 6 - SHOTS
RUWL & PERF STAGE # 8 of 9 FROM 7412'- 7630' (45 TOTAL HOLES). FRAC STAGE # 8 of 9 : 25.0 BBLS 15% HCL ACID, 377.8 BBLS OF SLICK WATER & 1977.3 BBLS OF 20 & 18# CROSSLINKED, 107663 # 20/40 JORDAN-UNIMIN WHITE SAND, 50809 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.49 (32 OUT OF 45 PERFS OPEN) POST FRAC GRADIENT = 0.82 FLUID TO RECOVER FROM STAGE: 2208.3 BBLS	7:30 PM	42 - TOTAL SHOTS, NO PRESSURE CHANGE AFTER PERFORATING POOH WITH WIRELINE AND GUNS by the time the plug was set the CSG was on a vacuum. FRAC STAGE # 9 OF 9 AS FOLLOWS (STAGE 3 FOR DAY):  TOOK 15 BBLS OF SLICK WATER PRIOR TO FORMATION BREAKING BACK TO 2250 PSI @ 6.5 BPM. PUMP 25.0 BBLS 15% HCL @ 40.0 BPM @ 3000 PSI FORMATION BROKE BACK TO 2651 PSI WITH ACID ON FORMATION. START STEP DOWN TEST: ISIP: 1480 PSI (F.G. =0.75) (33 OUT OF 42 PERFS OPEN)
RUWL & PERF STAGE # 9 of 9 FROM 7192'- 7378' (42 TOTAL HOLES). FRAC STAGE # 9 of 9 : 25.0 BBLS 15% HCL ACID, 373.7 BBLS OF SLICK WATER & 1197.4 BBLS OF 20 & 18# CROSSLINKED, 68455 # 20/40 JORDAN-UNIMIN WHITE SAND, 13338 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.63 (33 OUT OF 42 PERFS OPEN) POST FRAC GRADIENT = 0.75 FLUID TO RECOVER FROM STAGE: 1567 BBLS try to flow back on a 20 choke @ 1200 PSI and die off in 2 HRS.	9:30 PM 6:00 AM	POST STEP DOWN: STEP DOWN: BBLS @ BPM PSI ATP 207.9 BBLS OF PRE PAD SLICK WATER @ 30.0 BPM 2561 PSI ATP 250.0 BBLS OF PAD @ 68.2 BPM 3612 PSI ATP 250.9 BBLS OF 1.0 PPA 20/40 JORDAN-UNIMIN @ 69.7 BPM 3851 PSI ATP 287.9 BBLS OF 2.0 PPA 20/40 JORDAN-UNIMIN @ 69.6 BPM 3676 PSI ATP 199.9 BBLS OF 3.0 PPA 20/40 JORDAN-UNIMIN @ 69.7 BPM 3580 PSI ATP 113.4 BBLS OF 4.0 frac complete and RD equipment open CSG on a 20 choke @ 1200 PSI, flowed back 80 BBLS and died in 2 HRS. leave open on full 2" to pit and stayed dead.

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# REGULATORY COMPLETION SUMMARY

WELLCORE

Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/2/2008 Report # : 6

AFE # : 15281D

Summary :	End Time	Description
RUWL & PERF STAGE # 7 of 9 FROM 7682'- 7805' (48 TOTAL HOLES). FRAC STAGE # 7 of 9 : 25.0 BBLs 15% HCL ACID, 384.8 BBLs OF SLICK WATER & 1824.6 BBLs OF 20 & 18# CROSSLINKED, 97860 # 20/40 JORDAN-UNIMIN WHITE SAND, 48289 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.63 (35 OUT OF 48 PERFS OPEN) POST FRAC GRADIENT = 0.83 FLUID TO RECOVER FROM STAGE: 2076.0 BBLs	3:00 PM	WELL HAS 1800# PSI SICP, OPENED WELL, RIH WITH SLB WL TO SET CFP AND TO PERF STAGE # 8 OF 9, SET CFP @ 7650'  PERFORATE AS FOLLOWS: 7412' - 7414' 6 - SHOTS 7450' - 7452' 6 - SHOTS 7495' - 7497' 6 - SHOTS 7510' - 7511' 3 - SHOTS 7520' - 7522' 6 - SHOTS 7565' - 7567' 6 - SHOTS 7598' - 7600' 6 - SHOTS 7628' - 7630' 6 - SHOTS
RUWL & PERF STAGE # 8 of 9 FROM 7412'- 7630' (45 TOTAL HOLES). FRAC STAGE # 8 of 9 : 25.0 BBLs 15% HCL ACID, 377.8 BBLs OF SLICK WATER & 1977.3 BBLs OF 20 & 18# CROSSLINKED, 107663 # 20/40 JORDAN-UNIMIN WHITE SAND, 50809 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.49 (32 OUT OF 45 PERFS OPEN) POST FRAC GRADIENT = 0.82 FLUID TO RECOVER FROM STAGE: 2208.3 BBLs	4:30 PM	45 - TOTAL SHOTS, PRESSURE DROPPED TO 876 PSI AFTER PERFORATING POOH WITH WIRELINE AND GUNS FRAC STAGE # 8 OF 9 AS FOLLOWS (STAGE 2 FOR DAY):  TOOK 0 BBLs OF SLICK WATER PRIOR TO FORMATION BREAKING BACK TO 2003 PSI @ 6.5 BPM. PUMP 25.0 BBLs 15% HCL @ 61.3 BPM @ 3315 PSI FORMATION BROKE BACK TO 2637 PSI WITH ACID ON FORMATION. START STEP DOWN TEST: ISIP: 425 PSI (F.G. =0.49) (32 OUT OF 45 PERFS OPEN)
RUWL & PERF STAGE # 9 of 9 FROM 7192'- 7378' (42 TOTAL HOLES). FRAC STAGE # 9 of 9 : 25.0 BBLs 15% HCL ACID, 373.7 BBLs OF SLICK WATER & 1197.4 BBLs OF 20 & 18# CROSSLINKED, 68455 # 20/40 JORDAN-UNIMIN WHITE SAND, 13338 # 20/40 SUPER LC PRE FRAC GRADIENT = 0.63 (33 OUT OF 42 PERFS OPEN) POST FRAC GRADIENT = 0.75 FLUID TO RECOVER FROM STAGE: 1567 BBLs try to flow back on a 20 choke @ 1200 PSI and die off in 2 HRS.		POST STEP DOWN: STEP DOWN: BBLs @ BPM PSI ATP 207.9 BBLs OF PRE PAD SLICK WATER @ 56.7 BPM 3300 PSI ATP 345.2 BBLs OF PAD @ 51.1 BPM 2394 PSI ATP 392.0 BBLs OF 1.0 PPA 20/40 JORDAN-UNIMIN @ 70.4 BPM 3255 PSI ATP 449.8 BBLs OF 2.0 PPA 20/40 JORDAN-UNIMIN @ 70.6 BPM 3039 PSI ATP 312.3 BBLs OF 3.0 PPA 20/40 JORDAN-UNIMIN @ 70.7 BPM 2949 PSI ATP 177.1 BBLs OF 4.0 PP

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DIV. OF OIL, GAS & MINING

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/2/2008 Report # : 6

AFE # : 15281D

Summary	End Time	Description
<p>RUWL &amp; PERF STAGE # 7 of 9 FROM 7682'- 7805' (48 TOTAL HOLES).                      FRAC STAGE # 7 of 9 : 25.0 BBLS 15% HCL ACID, 384.8 BBLS OF SLICK WATER &amp; 1824.6 BBLS OF 20 &amp; 18# CROSSLINKED, 97860 # 20/40 JORDAN-UNIMIN WHITE SAND, 48289 # 20/40 SUPER LC                      PRE FRAC GRADIENT = 0.63 (35 OUT OF 48 PERFS OPEN)                      POST FRAC GRADIENT = 0.83                      FLUID TO RECOVER FROM STAGE: 2076.0 BBLS</p>	9:00 AM	SLB WL and frac crews RU equipment.
<p>RUWL &amp; PERF STAGE # 8 of 9 FROM 7412'- 7630' (45 TOTAL HOLES).                      FRAC STAGE # 8 of 9 : 25.0 BBLS 15% HCL ACID, 377.8 BBLS OF SLICK WATER &amp; 1977.3 BBLS OF 20 &amp; 18# CROSSLINKED, 107663 # 20/40 JORDAN-UNIMIN WHITE SAND, 50809 # 20/40 SUPER LC                      PRE FRAC GRADIENT = 0.49 (32 OUT OF 45 PERFS OPEN)                      POST FRAC GRADIENT = 0.82                      FLUID TO RECOVER FROM STAGE: 2208.3 BBLS</p>	10:30 AM	<p>WELL HAS 1450# PSI SICP, OPENED WELL, RIH WITH SLB WL TO SET CFP AND TO PERF STAGE # 7 OF 9, SET CFP @ 7825 and 7815'</p> <p>PERFORATE AS FOLLOWS:                      7682' - 7684' 6 - SHOTS                      7700' - 7702' 6 - SHOTS                      7716' - 7718' 6 - SHOTS                      7734' - 7736' 6 - SHOTS                      7746' - 7748' 6 - SHOTS                      7760' - 7762' 6 - SHOTS                      7785' - 7787' 6 - SHOTS                      7803' - 7805' 6 - SHOTS</p> <p>48 - TOTAL SHOTS, NO PRESSURE CHANGE AFTER PERFORATING                      POOH WITH WIRELINE AND GUNS                      set another plug to be sure.</p>
<p>RUWL &amp; PERF STAGE # 9 of 9 FROM 7192'- 7378' (42 TOTAL HOLES).                      FRAC STAGE # 9 of 9 : 25.0 BBLS 15% HCL ACID, 373.7 BBLS OF SLICK WATER &amp; 1197.4 BBLS OF 20 &amp; 18# CROSSLINKED, 68455 # 20/40 JORDAN-UNIMIN WHITE SAND, 13338 # 20/40 SUPER LC                      PRE FRAC GRADIENT = 0.63 (33 OUT OF 42 PERFS OPEN)                      POST FRAC GRADIENT = 0.75                      FLUID TO RECOVER FROM STAGE: 1567 BBLS                      try to flow back on a 20 choke @ 1200 PSI and die off in 2 HRS.</p>	11:30 AM	<p>FRAC STAGE # 7 OF 9 AS FOLLOWS (STAGE 2 FOR DAY):</p> <p>TOOK 0 BBLS OF SLICK WATER PRIOR TO FORMATION BREAKING BACK TO 2862 PSI @ 6.5 BPM. PUMP 25.0 BBLS 15% HCL @ 60.0 BPM @ 3720 PSI FORMATION BROKE BACK TO 3350 PSI WITH ACID ON FORMATION.                      START STEP DOWN TEST:                      ISIP: 1700 PSI (F.G. =0.65) (35 OUT OF 48 PERFS OPEN)</p> <p>POST STEP DOWN:                      STEP DOWN: BBLS @ BPM PSI ATP                      207.9 BBLS OF PRE PAD SLICK WATER @ 53.8 BPM 3682 PSI ATP                      333.3 BBLS OF PAD @ 46.1 BPM 3039 PSI ATP                      355.4 BBLS OF 1.0 PPA 20/40 JORDAN-UNIMIN @ 69.9 BPM 3956 PSI ATP                      407.8 BBLS OF 2.0 PPA 20/40 JORDAN-UNIMIN @ 69.5 BPM 3824 PSI ATP                      283.2 BBLS OF 3.0 PPA 20/40 JORDAN-UNIMIN @ 69.9 BPM 3777 PSI ATP                      160.6 BBLS OF 4.0 P</p>
	2:00 PM	RIH and set plug @ 7650' and try to perf and switches would not read. POOH w/ guns and switch switch out.

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# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/9/2008

Report # : 7

AFE # : 15281D

Summary : rig MI/RU rig and equipment, spot in TBG trailers and pumps. PU/MU bit and sub, TIH to 6100' well start to flow, SWIFN SDFN.

End Time	Description
11:00 AM	MI/RU rig and equipment, spot in tanks and TBG.
12:00 PM	CSG HAD 500 PSI, open on 30 choke and bleed off pressure, start to unload oil, tried to flow back well 3 times and couldnt get well to flow. RU pump and kill CSG w/ 40 BBLs.
1:00 PM	ND frac stack and NU BOP.
6:00 PM	PU/MU bit and bit sub, TIH on TBG to 6100' and TBG start to flow oil.
7:00 PM	shut well in and drain pump and lines.
6:00 AM	SDFN

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DIV. OF OIL, GAS & MINING

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/11/2008 Report # : 9

AFE # : 15281D

Summary	End Time	Description
spot in TBG TIH tag sand @ 7328' clean out to plug @ 7390', drillout plug and lost circulation, (pumping reversed) TIH w/ TBG and tag sand @ 7490' and plug is @ 7650', try to catch circulation pumped 400 BBLS down CSG no returns, try to pump down TBG and pressure up, switch reversed and RU swab make a run to 2000' get circulating, clean up sand and plug, TOH above top perf, SDFN	8:00 AM	700 PSI on TBG and CSG, off to flow back tank.
	10:00 AM	MO TBG trailers and spot in TBG.
	1:00 PM	PU TBG and tag sand @ 7328'.
	2:00 PM	RU pump and power swivel pump reversed and clean out sand to plug # 1 @ 7390' let sand clean up and drill out plug, lost circulation,
	2:30 PM	PU TBG and tag sand @ 7489'.
	5:00 PM	RU rig pump and try to catch circulation, pump 400 BBLS down TBG and no circulation, 150 PSI, try to pump down TBG, pressure up to 1000 PSI, switch back to reversed and RU swab equip, make 1 run to 2000' while pumping get circulation, pumping 5 BPM and returning 2 BPM, clean up sand and plug parts.630 BBLS lost.
	6:00 PM	RD pump and power swivel, TOH above top perf and SWIFN.
	6:00 AM	drain lines and SDFN.

Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/10/2008 Report # : 8

AFE # : 15281D

Summary	End Time	Description
wait on TBG.	10:00 AM	wait on TBG and water tanks to filled.
	6:00 AM	SDFN

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**DIV. OF OIL, GAS & MINING**

# REGULATORY COMPLETION SUMMARY



Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/13/2008 Report # : 11

AFE # : 15281D

Summary	End Time	Description
bleed off head gas on CSG and start to flow back oil and gas, try to kill well but flowing back oil and gas, flow back water pumped. leave to flow testers for the weekend.	9:00 AM	SITP @ 1200 PSI, SICP @ 1200 PSI, open CSG to flow back tanks on a 9 choke to try to bleed off head gas, pressure come down to 500 PSI.
	2:00 PM	RU pump and equipment bleed TBG down to 450 PSI and start pumping 1 1/2 BPM and choke CSG to 9 choke to load well with water, when TBG and CSG volume pumped, SI CSG and pumped down CSG, 160 BBLs pumped and let sit 1 HR pressure dropped from 1000 PSI to 450 on CSG,
	3:00 PM	open CSG on a 12 choke and start to bleed off head gas but started to flow back water and oil, pressure increased to 1000 PSI.
	6:00 AM	drain lines leave well to flow testers, SDFN

Well Name : #5-25-36 BTR

Phase/Area Black Tail Ridge

Bottom Hole Display	API #/License
	43-013-34021

Ops Date : 12/12/2008 Report # : 10

AFE # : 15281D

Summary	End Time	Description
clean out sand to plug # 2 and pressure increased, drill out plug and chase to plug # 3 and circulate clean, TOH to 4100' and try to kill TBG and CSG, pressure increased and gas and oil flowing back. SDFN	9:00 AM	TBG and CSG PSI @ 750, open CSG on a 20 choke and pump 40 BBLs down TBG to kill.
	11:00 AM	TIH w/ TBG to sand @ 7489' RU pump and power swivel.
	2:00 PM	drill out plug cone and clean out sand to plug # 2 @ 7650' pressure climb to 1000 PSI on open 2" when the sand was cleaned out, pinched back to 22 choke, drill out plug and TIH w/ TBG to chase plug cone to plug # 3 @ 7815' drill up plug cone.
	3:00 PM	circulate bottoms up,
	4:00 PM	TOH w/ TBG to 4100', try to kill well to get the rest of the TBG out of the hole, pump down CSG and pressure up to 1200 PSI from 750, flowed back water pumped, try to circulate out gas and pressure stayed the same and flowed back alot of gas and oil.
	5:00 PM	RD pump drain lines, SWIFN.
	6:00 AM	SDFN.

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**DEC 17 2008**

**DIV. OF OIL, GAS & MINING**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB No. 1004-0137  
Expires: March 31, 2007

**SUNDRY NOTICES AND REPORTS ON WELLS**

*Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.*

**SUBMIT IN TRIPLICATE- Other instructions on reverse side.**

1. Type of Well  
 Oil Well  Gas Well  Other

2. Name of Operator **Bill Barrett Corporation**

3a. Address  
**1099 18th Street, Suite 2300, Denver, CO 80202**

3b. Phone No. (include area code)  
**303-312-8546**

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)  
**1544' FNL, 886' FWL  
 SWNW, Section 25, T3S, R6W**

5. Lease Serial No.  
**BIA-EDA-2OG0005608**

6. If Indian, Allottee or Tribe Name  
**UTE INDIAN TRIBE**

7. If Unit or CA/Agreement, Name and/or No.  
 N/A

8. Well Name and No.  
**# 5-25-36 BTR**

9. API Well No.  
**43-013-34021**

10. Field and Pool, or Exploratory Area  
**ALTAMONT**

11. County or Parish, State  
**DUCHESNE COUNTY**

**12. CHECK APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA**

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input checked="" type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Fracture Treat	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other <b>Commingleing</b>
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation (clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplate horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports shall be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 shall be filed once testing has been completed. Final Abandonment Notices shall be filed only after all requirements, including reclamation, have been completed, and the operator has determined that the site is ready for final inspection.)

**Bill Barrett Corporation (BBC) request permission to commingle the Wasatch and Green River Formations for the # 5-25-36 BTR.**

COPY SENT TO OPERATOR

Date: 1.8.2009

Initials: KS

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DIV. OF OIL, GAS & MINING

14. I hereby certify that the foregoing is true and correct  
 Name (Printed/Typed)

**Reed Haddock**

Title **Permit Analyst**

Signature

*Reed Haddock*

Date

**12/19/2008**

**THIS SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved by

*D. S. [Signature]*

Title

**Pet-Eng**

Date

**1/6/09**

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office

**DOG M**

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2) \* Cause 134-84 (Lower Green River/Wasatch)

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

AMENDED REPORT  FORM 8  
(highlight changes)

**WELL COMPLETION OR RECOMPLETION REPORT AND LOG**

1a. TYPE OF WELL: OIL WELL  GAS WELL  DRY  OTHER \_\_\_\_\_

b. TYPE OF WORK: NEW WELL  HORIZ. LATS.  DEEP-EN  RE-ENTRY  DIFF. RESVR.  OTHER \_\_\_\_\_

2. NAME OF OPERATOR:  
Bill Barrett Corporation

3. ADDRESS OF OPERATOR: 1099 18th St., Suite 2300 CITY Denver STATE CO ZIP 80202  
PHONE NUMBER: (303) 312-8546

4. LOCATION OF WELL (FOOTAGES)  
AT SURFACE: 1544' FNL x 886' FWL  
AT TOP PRODUCING INTERVAL REPORTED BELOW: 1584' FNL x 842' FWL  
AT TOTAL DEPTH: 1624' FNL x 831' FWL *SWNW 5-25 T035 R06W*

5. LEASE DESIGNATION AND SERIAL NUMBER:  
Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME  
N/A

7. UNIT or CA AGREEMENT NAME  
N/A

8. WELL NAME and NUMBER:  
# 5-25-36 BTR

9. API NUMBER:  
4301334021

10. FIELD AND POOL, OR WILDCAT  
Altamont

11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:  
SWNW 25 T3S R6W

12. COUNTY: Duchesne 13. STATE: UTAH

14. DATE SPUNDED: 10/3/2008 15. DATE T.D. REACHED: 10/26/2008 16. DATE COMPLETED: 12/1/2008  
ABANDONED  READY TO PRODUCE  17. ELEVATIONS (DF, RKB, RT, GL): 5751.7' GL

18. TOTAL DEPTH: MD 9,650 TVD 9,647 19. PLUG BACK T.D.: MD 9,540 TVD 9,537 20. IF MULTIPLE COMPLETIONS, HOW MANY? \* 21. DEPTH BRIDGE MD PLUG SET: TVD

22. TYPE ELECTRIC AND OTHER MECHANICAL LOGS RUN (Submit copy of each)  
Baker Hughes HDI/Comp. Z-Densilog/GR/Borehole Profile/GR Log  
*MUD LOG*

23. WAS WELL CORED? NO  YES  (Submit analysis)  
WAS DST RUN? NO  YES  (Submit report)  
DIRECTIONAL SURVEY? NO  YES  (Submit copy)

24. CASING AND LINER RECORD (Report all strings set in well)

HOLE SIZE	SIZE/GRADE	WEIGHT (#/ft.)	TOP (MD)	BOTTOM (MD)	STAGE CEMENTER DEPTH	CEMENT TYPE & NO. OF SACKS	SLURRY VOLUME (BBL)	CEMENT TOP **	AMOUNT PULLED
20"	16" Con.	1/4" wall	0	40		Grout C		0	
12 1/4"	9 5/8" K-55	45.5 #	0	2,990		Lt. Pre. 1,349 Prem.G 450	547 92	0	
8 3/4"	5 1/2" P110	17#	1,050	9,637		50/50 445	240	3400'	

25. TUBING RECORD

SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)
2 7/8"								

26. PRODUCING INTERVALS 27. PERFORATION RECORD

FORMATION NAME	TOP (MD)	BOTTOM (MD)	TOP (TVD)	BOTTOM (TVD)	INTERVAL (Top/Bot - MD)	SIZE	NO. HOLES	PERFORATION STATUS
(A) Wasatch	7,923	9,515			9,484 - 9,515	0.34"	30	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>
(B) Green River	7,192	7,922			8,940 - 9,076	0.34"	30	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>
(C)					8,562 - 8,760	0.34"	48	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>
(D)					8,369 - 8,519	0.34"	33	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>

28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC.

DEPTH INTERVAL	AMOUNT AND TYPE OF MATERIAL
9,484' - 9,515'	Frac'ed with 1447 bbls. slickwater; 64,753 lbs. TLC 20/40 sand; 44,109 lbs. SLC 20/40 sand.
8,940' - 9,076'	Frac'ed with 1986 bbls. slickwater; 97,236 lbs. TLC 20/40 sand; 63,481 lbs. SLC 20/40 sand.
8,562' - 8,760'	Frac'ed with 1727 bbls. slickwater; 51,966 lbs. TLC 20/40 sand; 24,937 lbs. SLC 20/40 sand.

29. ENCLOSED ATTACHMENTS: 30. WELL STATUS:

ELECTRICAL/MECHANICAL LOGS  GEOLOGIC REPORT  DST REPORT  DIRECTIONAL SURVEY  
 SUNDRY NOTICE FOR PLUGGING AND CEMENT VERIFICATION  CORE ANALYSIS  OTHER: \_\_\_\_\_

Shut-In

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DIV. OF OIL, GAS & MINING

31. INITIAL PRODUCTION

INTERVAL A (As shown in Item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

INTERVAL B (As shown in Item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

INTERVAL C (As shown in Item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

INTERVAL D (As shown in Item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

32. DISPOSITION OF GAS (Sold, Used for Fuel, Vented, Etc.)

33. SUMMARY OF POROUS ZONES (Include Aquifers):

Show all important zones of porosity and contents thereof. Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

34. FORMATION (Log) MARKERS:

Formation	Top (MD)	Bottom (MD)	Descriptions, Contents, etc.	Name	Top (Measured Depth)
				TGR3	5,493
				Douglas Creek	6,339
				Black Shale Marker	7,173
				Castle Peak	7,266
				Wasatch	7,923
				TD	9,650

35. ADDITIONAL REMARKS (Include plugging procedure)

36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records.

NAME (PLEASE PRINT) Reed Haddock TITLE Permit Analyst  
 SIGNATURE *Reed Haddock* DATE 1/9/2009

This report must be submitted within 30 days of

- completing or plugging a new well
- drilling horizontal laterals from an existing well bore
- recompleting to a different producing formation
- reentering a previously plugged and abandoned well
- significantly deepening an existing well bore below the previous bottom-hole depth
- drilling hydrocarbon exploratory holes, such as core samples and stratigraphic tests

\* ITEM 20: Show the number of completions if production is measured separately from two or more formations.

\*\* ITEM 24: Cement Top – Show how reported top(s) of cement were determined (circulated (CIR), calculated (CAL), cement bond log (CBL), temperature survey (TS)).

Send to: Utah Division of Oil, Gas and Mining Phone: 801-538-5340  
 1594 West North Temple, Suite 1210  
 Box 145801 Fax: 801-359-3940  
 Salt Lake City, Utah 84114-5801

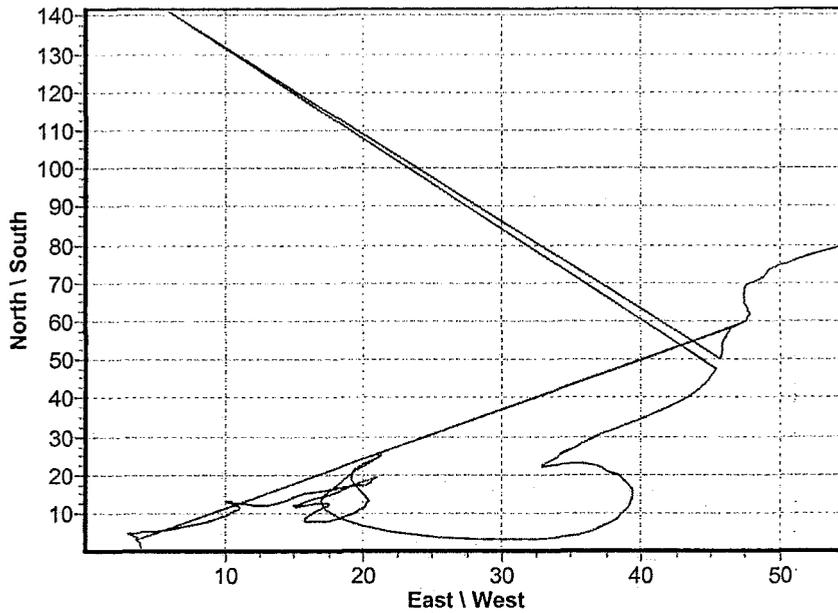
<b>27. PERFORATION RECORD (cont.)</b>				
<b>INTERVAL (Top/Bot-MD)</b>		<b>SIZE</b>	<b>NO. HOLES</b>	<b>PERFORATION STATUS</b>
8,120'	8,322'	0.340"	57	Open
7,838'	8,007'	0.340"	48	Open
7,682'	7,805'	0.34"	48	Open
7,412'	7,630'	0.34"	45	Open
7,192'	7,370'	0.34"	42	Open

<b>28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC. (cont.)</b>	
<b>DEPTH INTERVAL</b>	<b>AMOUNT AND TYPE OF MATERIAL</b>
8,369' – 8,519'	Frac'ed with 1556 bbls. slickwater; 45,505 lbs. 20/40 sand; 22,006 lbs. SLC 20/40 sand.
8,120' – 8,322'	Frac'ed with 1942 bbls. slickwater; 99,403 lbs. 20/40 sand; 46,149 lbs. SLC 20/40 sand.
7,838' – 8,007'	Frac'ed with 2787 bbls. slickwater; 61,066 lbs. 20/40 sand; 20,340 lbs. SLC 20/40 sand.
7,682' – 7,805'	Frac'ed with 1898 bbls. slickwater; 97,860 lbs. 20/40 sand; 48,289 lbs. SLC 20/40 sand.
7,412' – 7,630'	Frac'ed with 2037 bbls. slickwater; 107,663 lbs. 20/40 sand; 50,809 lbs. SLC 20/40 sand.
7,192' – 7,370'	Frac'ed with 1341 bbls. slickwater; 68,455 lbs. 20/40 sand; 13,338 lbs. SLC 20/40 sand.

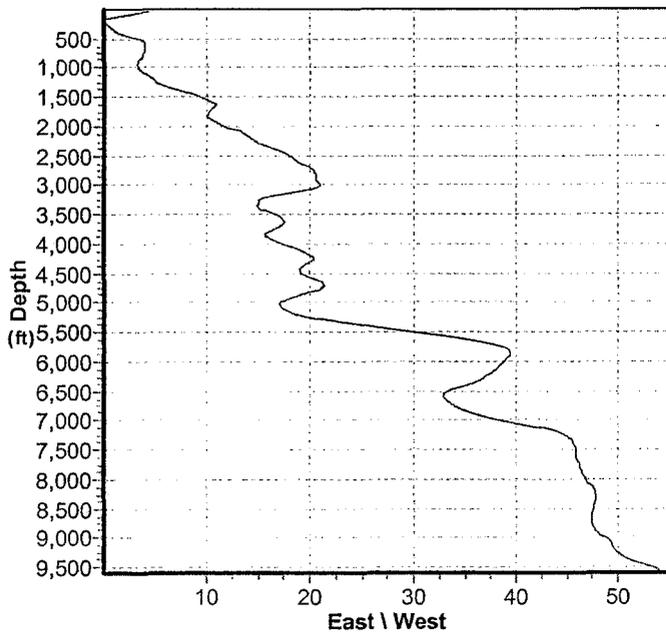
# Directional Plots

Location Information		
Business Unit :	Well Name :	API / License # :
Operations	#5-25-36 BTR	43-013-34021
Project :	Surface Location :	
Uinta	SWNW-25-3S-6W-W30M	
Phase/Area :	Bottom Hole Location :	
Black Tail Ridge		

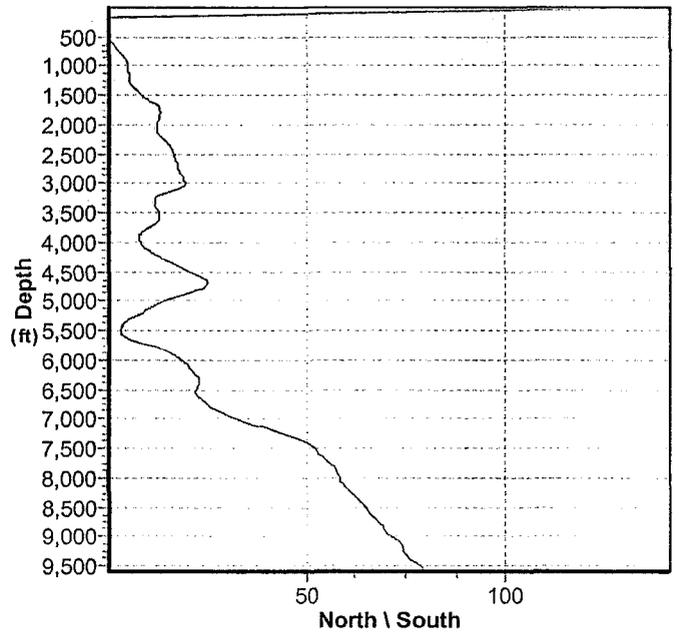
Top View



East - West Cross Section



North - South Cross Section



# Directional Surveys

WELLCORE

Location Information		
Business Unit	Phase/Area	Surface Location
Operations	Black Tail Ridge	SWNW-25-3S-6W-W30M
Project	Well Name	Main Hole
Uinta	#5-25-36 BTR	

Bottom Hole Information		Survey Section Details					
UWI	API / License #	Section	KOP (ft)	KOP Date	TMD (ft)	TVD (ft)	TD Date
	43-013-34021	Main					

Survey Information		
Survey Company	Direction of Vertical Section (°)	Magnetic Dec. Correction (°)
DIRECTIONAL PLUS		

Details											
Corrected											
Extrap.	Depth MD (ft)	Inclination (°)	Azimuth (°)	TVD (ft)	Sub Sea (ft)	Northings (ft)	N/S	Eastings (ft)	E/W	Vertical Section (ft)	Dog Leg
				2.28	20.72	141.81	N	5.62	W	141.81	-0.04
	159.00	0.10	160.50	159.00	-136.00	0.13	S	0.05	E	-0.13	0.06
	189.00	0.40	250.50	189.00	-166.00	0.19	S	0.04	W	-0.19	1.37
	219.00	0.20	22.60	219.00	-196.00	0.18	S	0.12	W	-0.18	1.85
	281.00	0.70	305.70	281.00	-258.00	0.14	N	0.39	W	0.14	1.10
	342.00	0.20	264.60	341.99	-318.99	0.35	N	0.80	W	0.35	0.93
	403.00	1.10	265.70	402.99	-379.99	0.30	N	1.49	W	0.30	1.48
	465.00	0.92	265.70	464.98	-441.98	0.22	N	2.58	W	0.22	0.29
	524.00	1.10	240.00	523.97	-500.97	0.10	S	3.54	W	-0.10	0.82
	585.00	0.70	177.30	584.96	-561.96	0.77	S	4.03	W	-0.77	1.63
	645.00	0.60	181.00	644.96	-621.96	1.45	S	4.02	W	-1.45	0.18
	706.00	1.10	172.00	705.95	-682.95	2.35	S	3.94	W	-2.35	0.85
	767.00	0.40	133.90	766.94	-743.94	3.08	S	3.71	W	-3.08	1.35
	812.00	0.80	207.90	811.94	-788.94	3.46	S	3.74	W	-3.46	1.75
	827.00	0.60	163.90	826.94	-803.94	3.63	S	3.77	W	-3.63	3.71
	889.00	1.00	140.40	888.93	-865.93	4.36	S	3.33	W	-4.36	0.82
	950.00	0.30	291.30	949.93	-926.93	4.71	S	3.14	W	-4.71	2.08
	1012.00	0.30	237.60	1011.93	-988.93	4.74	S	3.43	W	-4.74	0.44
	1074.00	0.30	244.50	1073.93	-1050.93	4.90	S	3.71	W	-4.90	0.06
	1138.00	0.60	243.00	1137.92	-1114.92	5.12	S	4.16	W	-5.12	0.47
	1200.00	0.40	292.80	1199.92	-1176.92	5.18	S	4.65	W	-5.18	0.74
	1264.00	0.60	231.70	1263.92	-1240.92	5.30	S	5.12	W	-5.30	0.84
	1328.00	1.50	249.90	1327.91	-1304.91	5.80	S	6.17	W	-5.80	1.48
	1391.00	1.60	224.40	1390.88	-1367.88	6.71	S	7.56	W	-6.71	1.10
	1423.00	1.50	235.40	1422.87	-1399.87	7.27	S	8.22	W	-7.27	0.98
	1455.00	1.10	233.40	1454.86	-1431.86	7.69	S	8.81	W	-7.69	1.26
	1517.00	1.80	208.80	1516.84	-1493.84	8.90	S	9.76	W	-8.90	1.49
	1549.00	1.40	209.90	1548.83	-1525.83	9.68	S	10.19	W	-9.68	1.25
	1581.00	1.70	215.20	1580.82	-1557.82	10.40	S	10.66	W	-10.40	1.04
	1613.00	1.20	199.50	1612.81	-1589.81	11.11	S	11.05	W	-11.11	1.98
	1644.00	1.10	163.90	1643.80	-1620.80	11.70	S	11.07	W	-11.70	2.29
	1675.00	0.90	142.20	1674.80	-1651.80	12.18	S	10.84	W	-12.18	1.37
	1707.00	1.00	163.90	1706.79	-1683.79	12.64	S	10.61	W	-12.64	1.16
	1738.00	0.50	98.50	1737.79	-1714.79	12.92	S	10.40	W	-12.92	2.95
	1770.00	0.10	149.90	1769.79	-1746.79	12.97	S	10.25	W	-12.97	1.39
	1801.00	0.30	101.80	1800.79	-1777.79	13.01	S	10.16	W	-13.01	0.79
	1833.00	0.20	14.00	1832.79	-1809.79	12.97	S	10.06	W	-12.97	1.11
	1897.00	1.10	289.10	1896.78	-1873.78	12.66	S	10.61	W	-12.66	1.72
	1959.00	0.40	296.90	1958.78	-1935.78	12.37	S	11.37	W	-12.37	1.14
	2023.00	1.00	271.50	2022.77	-1999.77	12.25	S	12.13	W	-12.25	1.03
	2085.00	0.80	275.80	2084.76	-2061.76	12.20	S	13.10	W	-12.20	0.34
	2149.00	0.60	229.60	2148.76	-2125.76	12.37	S	13.80	W	-12.37	0.90
	2213.00	1.30	200.80	2212.75	-2189.75	13.26	S	14.31	W	-13.26	1.29
	2274.00	0.90	221.90	2273.74	-2250.74	14.27	S	14.88	W	-14.27	0.92
	2337.00	1.50	233.40	2336.72	-2313.72	15.13	S	15.87	W	-15.13	1.02

# Directional Surveys

WELLCORE

Location Information		Phase/Area	Surface Location
Business Unit		Black Tail Ridge	SWNW-25-3S-6W-W30M
Operations		Well Name	Main Hole
Project		#5-25-36 BTR	
Uinta			

Extrap.	Depth MD (ft)	Inclination (°)	Azimuth (°)	TVD (ft)	Sub Sea (ft)	Northings (ft)	N/S	Eastings (ft)	E/W	Vertical Section (ft)	Dog Leg
	2400.00	1.00	251.80	2399.71	-2376.71	15.79	S	17.05	W	-15.79	1.01
	2464.00	0.70	223.80	2463.70	-2440.70	16.25	S	17.85	W	-16.25	0.79
	2495.00	0.50	218.50	2494.70	-2471.70	16.49	S	18.07	W	-16.49	0.67
	2527.00	0.60	286.00	2526.69	-2503.69	16.55	S	18.32	W	-16.55	1.93
	2559.00	0.20	308.90	2558.69	-2535.69	16.47	S	18.52	W	-16.47	1.32
	2591.00	0.50	201.10	2590.69	-2567.69	16.57	S	18.62	W	-16.57	1.85
	2623.00	0.90	220.60	2622.69	-2599.69	16.89	S	18.83	W	-16.89	1.44
	2655.00	0.90	259.30	2654.69	-2631.69	17.13	S	19.24	W	-17.13	1.86
	2686.00	1.00	250.40	2685.68	-2662.68	17.26	S	19.73	W	-17.26	0.57
	2750.00	0.10	219.70	2749.68	-2726.68	17.49	S	20.30	W	-17.49	1.43
	2782.00	0.60	216.40	2781.68	-2758.68	17.65	S	20.41	W	-17.65	1.56
	2813.00	0.70	176.60	2812.67	-2789.67	17.97	S	20.50	W	-17.97	1.46
	2845.00	0.70	196.20	2844.67	-2821.67	18.35	S	20.54	W	-18.35	0.74
	2877.00	0.20	142.30	2876.67	-2853.67	18.58	S	20.56	W	-18.58	1.89
	2909.00	0.20	229.00	2908.67	-2885.67	18.66	S	20.57	W	-18.66	0.86
	2941.00	0.52	214.60	2940.67	-2917.67	18.82	S	20.69	W	-18.82	1.03
	3003.00	0.40	209.30	3002.67	-2979.67	19.24	S	20.96	W	-19.24	0.20
	3035.00	0.50	51.50	3034.67	-3011.67	19.25	S	20.91	W	-19.25	2.76
	3066.00	1.80	37.80	3065.66	-3042.66	18.78	S	20.50	W	-18.78	4.26
	3098.00	2.80	38.70	3097.63	-3074.63	17.77	S	19.70	W	-17.77	3.13
	3128.00	3.50	38.40	3127.59	-3104.59	16.49	S	18.68	W	-16.49	2.33
	3160.00	3.60	36.60	3159.52	-3136.52	14.91	S	17.47	W	-14.91	0.47
	3193.00	2.90	35.50	3192.47	-3169.47	13.40	S	16.37	W	-13.40	2.13
	3225.00	1.80	40.50	3224.44	-3201.44	12.36	S	15.57	W	-12.36	3.49
	3256.00	0.90	44.50	3255.43	-3232.43	11.82	S	15.09	W	-11.82	2.92
	3275.00	0.90	246.50	3274.43	-3251.43	11.77	S	15.12	W	-11.77	9.30
	3288.00	0.40	70.90	3287.43	-3264.43	11.80	S	15.17	W	-11.80	9.99
	3320.00	0.20	111.70	3319.43	-3296.43	11.78	S	15.01	W	-11.78	0.88
	3352.00	0.20	212.50	3351.43	-3328.43	11.85	S	14.99	W	-11.85	0.96
	3382.00	0.40	251.80	3381.43	-3358.43	11.92	S	15.12	W	-11.92	0.92
	3413.00	0.70	251.30	3412.43	-3389.43	12.02	S	15.40	W	-12.02	0.97
	3443.00	0.90	248.30	3442.42	-3419.42	12.16	S	15.79	W	-12.16	0.68
	3506.00	0.90	245.50	3505.42	-3482.42	12.55	S	16.70	W	-12.55	0.07
	3536.00	0.50	244.90	3535.41	-3512.41	12.71	S	17.03	W	-12.71	1.33
	3566.00	0.50	255.00	3565.41	-3542.41	12.80	S	17.28	W	-12.80	0.29
	3599.00	0.30	306.60	3598.41	-3575.41	12.78	S	17.49	W	-12.78	1.19
	3631.00	0.40	348.30	3630.41	-3607.41	12.62	S	17.58	W	-12.62	0.83
	3663.00	0.90	14.40	3662.41	-3639.41	12.27	S	17.54	W	-12.27	1.78
	3695.00	1.50	24.70	3694.40	-3671.40	11.65	S	17.30	W	-11.65	1.98
	3727.00	1.80	27.40	3726.39	-3703.39	10.82	S	16.89	W	-10.82	0.97
	3759.00	1.90	28.30	3758.37	-3735.37	9.91	S	16.41	W	-9.91	0.33
	3790.00	1.50	22.90	3789.36	-3766.36	9.08	S	16.01	W	-9.08	1.39
	3822.00	0.90	15.50	3821.35	-3798.35	8.45	S	15.78	W	-8.45	1.93
	3854.00	0.50	342.10	3853.35	-3830.35	8.08	S	15.76	W	-8.08	1.74
	3884.00	0.60	315.30	3883.35	-3860.35	7.84	S	15.91	W	-7.84	0.91
	3916.00	0.50	281.90	3915.34	-3892.34	7.69	S	16.16	W	-7.69	1.03
	3948.00	0.70	262.50	3947.34	-3924.34	7.69	S	16.49	W	-7.69	0.88
	3979.00	1.00	250.40	3978.34	-3955.34	7.80	S	16.93	W	-7.80	1.12
	4011.00	1.10	241.90	4010.33	-3987.33	8.04	S	17.47	W	-8.04	0.58
	4043.00	1.20	234.70	4042.33	-4019.33	8.38	S	18.01	W	-8.38	0.55
	4075.00	1.30	227.50	4074.32	-4051.32	8.82	S	18.55	W	-8.82	0.58
	4107.00	1.40	215.50	4106.31	-4083.31	9.38	S	19.05	W	-9.38	0.94
	4139.00	1.50	209.40	4138.30	-4115.30	10.07	S	19.48	W	-10.07	0.57
	4171.00	1.60	205.70	4170.29	-4147.29	10.83	S	19.88	W	-10.83	0.44
	4203.00	1.60	195.50	4202.28	-4179.28	11.67	S	20.19	W	-11.67	0.89
	4233.00	1.70	185.90	4232.26	-4209.26	12.51	S	20.35	W	-12.51	0.98
	4263.00	1.40	173.60	4262.25	-4239.25	13.32	S	20.36	W	-13.32	1.49
	4325.00	1.70	165.00	4324.23	-4301.23	14.96	S	20.03	W	-14.96	0.61
	4388.00	1.90	163.10	4387.20	-4364.20	16.86	S	19.49	W	-16.86	0.33
	4451.00	1.70	171.90	4450.17	-4427.17	18.79	S	19.05	W	-18.79	0.54
	4515.00	2.10	193.80	4514.13	-4491.13	20.87	S	19.20	W	-20.87	1.28
	4578.00	2.30	210.80	4577.09	-4554.09	23.07	S	20.12	W	-23.07	1.08
	4641.00	1.10	212.30	4640.05	-4617.05	24.67	S	21.09	W	-24.67	1.91
	4704.00	0.30	29.40	4703.05	-4680.05	25.04	S	21.33	W	-25.04	2.22
	4768.00	1.50	23.30	4767.04	-4744.04	24.12	S	20.92	W	-24.12	1.88
	4831.00	2.50	24.90	4830.00	-4807.00	22.12	S	20.02	W	-22.12	1.59

# Directional Surveys

WELLCORE

## Location Information

Business Unit	Phase/Area	Surface Location
Operations	Black Tail Ridge	SWNW-25-3S-6W-W30M
Project	Well Name	Main Hole
Uinta	#5-25-36 BTR	

Extrap.	Depth MD (ft)	Inclination (°)	Azimuth (°)	TVD (ft)	Sub Sea (ft)	Northings (ft)	N/S	Eastings (ft)	E/W	Vertical Section (ft)	Dog Leg
	4862.00	3.00	22.40	4860.96	-4837.96	20.75	S	19.42	W	-20.75	1.66
	4926.00	3.20	20.00	4924.87	-4901.87	17.53	S	18.17	W	-17.53	0.37
	4990.00	2.50	13.30	4988.79	-4965.79	14.49	S	17.24	W	-14.49	1.21
	5021.00	2.10	6.60	5019.76	-4996.76	13.27	S	17.02	W	-13.27	1.55
	5084.00	1.80	343.00	5082.72	-5059.72	11.18	S	17.18	W	-11.18	1.35
	5148.00	1.80	328.70	5146.69	-5123.69	9.36	S	17.99	W	-9.36	0.70
	5179.00	1.80	325.00	5177.68	-5154.68	8.54	S	18.52	W	-8.54	0.38
	5242.00	2.10	314.50	5240.64	-5217.64	6.92	S	19.92	W	-6.92	0.74
	5306.00	2.20	301.40	5304.60	-5281.60	5.46	S	21.80	W	-5.46	0.78
	5337.00	2.40	296.00	5335.57	-5312.57	4.86	S	22.89	W	-4.86	0.95
	5401.00	2.50	286.70	5399.51	-5376.51	3.88	S	25.43	W	-3.88	0.64
	5465.00	2.80	277.00	5463.44	-5440.44	3.28	S	28.32	W	-3.28	0.84
	5496.00	2.80	273.90	5494.41	-5471.41	3.14	S	29.83	W	-3.14	0.49
	5560.00	2.60	260.10	5558.33	-5535.33	3.28	S	32.82	W	-3.28	1.06
	5624.00	2.70	231.00	5622.27	-5599.27	4.48	S	35.42	W	-4.48	2.09
	5656.00	2.90	220.40	5654.23	-5631.23	5.57	S	36.53	W	-5.57	1.73
	5719.00	3.30	198.80	5717.14	-5694.14	8.50	S	38.15	W	-8.50	1.95
	5782.00	2.90	192.10	5780.04	-5757.04	11.78	S	39.07	W	-11.78	0.86
	5845.00	1.90	180.40	5842.99	-5819.99	14.38	S	39.41	W	-14.38	1.76
	5908.00	1.50	171.80	5905.96	-5882.96	16.24	S	39.30	W	-16.24	0.75
	5972.00	1.30	163.20	5969.94	-5946.94	17.77	S	38.97	W	-17.77	0.45
	6004.00	1.30	162.10	6001.93	-5978.93	18.46	S	38.75	W	-18.46	0.09
	6067.00	1.10	163.90	6064.92	-6041.92	19.72	S	38.36	W	-19.72	0.32
	6129.00	0.70	130.40	6126.91	-6103.91	20.54	S	37.91	W	-20.54	1.04
	6192.00	0.80	152.30	6189.90	-6166.90	21.18	S	37.41	W	-21.18	0.48
	6253.00	0.80	161.40	6250.90	-6227.90	21.96	S	37.08	W	-21.96	0.21
	6316.00	0.80	130.10	6313.89	-6290.89	22.66	S	36.60	W	-22.66	0.69
	6380.00	1.00	85.20	6377.88	-6354.88	22.90	S	35.70	W	-22.90	1.11
	6412.00	1.20	75.30	6409.88	-6386.88	22.79	S	35.10	W	-22.79	0.86
	6475.00	1.40	70.00	6472.86	-6449.86	22.36	S	33.74	W	-22.36	0.37
	6538.00	0.30	88.00	6535.85	-6512.85	22.09	S	32.85	W	-22.09	1.78
	6602.00	0.70	200.60	6599.85	-6576.85	22.45	S	32.82	W	-22.45	1.35
	6665.00	0.90	203.10	6662.84	-6639.84	23.26	S	33.15	W	-23.26	0.32
	6696.00	1.00	208.10	6693.84	-6670.84	23.73	S	33.37	W	-23.73	0.42
	6759.00	1.30	207.40	6756.82	-6733.82	24.85	S	33.96	W	-24.85	0.48
	6791.00	1.60	208.40	6788.81	-6765.81	25.56	S	34.34	W	-25.56	0.94
	6854.00	2.00	206.50	6851.78	-6828.78	27.32	S	35.25	W	-27.32	0.64
	6887.00	2.30	207.80	6884.76	-6861.76	28.42	S	35.82	W	-28.42	0.92
	6950.00	2.60	214.20	6947.70	-6924.70	30.72	S	37.21	W	-30.72	0.64
	6982.00	2.70	213.50	6979.67	-6956.67	31.95	S	38.03	W	-31.95	0.33
	7045.00	3.20	216.10	7042.58	-7019.58	34.61	S	39.89	W	-34.61	0.82
	7109.00	3.20	213.10	7106.48	-7083.48	37.55	S	41.92	W	-37.55	0.26
	7141.00	2.90	205.90	7138.44	-7115.44	39.02	S	42.76	W	-39.02	1.52
	7173.00	2.80	206.30	7170.40	-7147.40	40.45	S	43.46	W	-40.45	0.32
	7205.00	2.20	201.50	7202.37	-7179.37	41.72	S	44.03	W	-41.72	1.98
	7268.00	3.00	191.80	7265.30	-7242.30	44.46	S	44.81	W	-44.46	1.44
	7332.00	2.60	189.90	7329.22	-7306.22	47.53	S	45.40	W	-47.53	0.64
	7396.00	1.80	181.10	7393.17	-7370.17	49.97	S	45.67	W	-49.97	1.35
	7460.00	1.10	191.10	7457.15	-7434.15	51.58	S	45.81	W	-51.58	1.16
	7523.00	0.60	174.50	7520.15	-7497.15	52.50	S	45.89	W	-52.50	0.88
	7584.00	0.70	176.20	7581.14	-7558.14	53.19	S	45.84	W	-53.19	0.17
	7646.00	0.90	190.40	7643.14	-7620.14	54.04	S	45.90	W	-54.04	0.45
	7710.00	1.10	186.60	7707.13	-7684.13	55.15	S	46.06	W	-55.15	0.33
	7741.00	1.30	184.60	7738.12	-7715.12	55.79	S	46.12	W	-55.79	0.66
	7772.00	1.30	187.50	7769.11	-7746.11	56.49	S	46.20	W	-56.49	0.21
	7805.00	1.00	184.60	7802.10	-7779.10	57.15	S	46.27	W	-57.15	0.92
	7868.00	0.30	200.60	7865.10	-7842.10	57.85	S	46.37	W	-57.85	1.14
	7932.00	0.40	205.90	7929.10	-7906.10	58.21	S	46.53	W	-58.21	0.16
	7995.00	0.50	213.30	7992.10	-7969.10	58.64	S	46.77	W	-58.64	0.18
	8058.00	0.40	209.80	8055.09	-8032.09	59.06	S	47.04	W	-59.06	0.16
	8122.00	0.80	207.90	8119.09	-8096.09	59.65	S	47.36	W	-59.65	0.63
	8152.00	1.00	205.00	8149.09	-8126.09	60.07	S	47.56	W	-60.07	0.68
	8212.00	0.70	183.90	8209.08	-8186.08	60.91	S	47.81	W	-60.91	0.71
	8246.00	0.80	183.80	8243.08	-8220.08	61.36	S	47.84	W	-61.36	0.30
	8309.00	0.90	177.00	8306.07	-8283.07	62.29	S	47.84	W	-62.29	0.22
	8340.00	0.90	170.80	8337.07	-8314.07	62.77	S	47.79	W	-62.77	0.31

# Directional Surveys

WELLCORE

## Location Information

Business Unit	Phase/Area	Surface Location
Operations	Black Tail Ridge	SWNW-25-3S-6W-W30M
Project	Well Name	Main Hole
Uinta	#5-25-36 BTR	

Extrap.	Depth MD (ft)	Inclination (°)	Azimuth (°)	TVD (ft)	Sub Sea (ft)	Northings (ft)	N/S	Eastings (ft)	E/W	Vertical Section (ft)	Dog Leg
	8371.00	1.00	180.20	8368.06	-8345.06	63.28	S	47.75	W	-63.28	0.60
	8434.00	0.70	164.80	8431.05	-8408.05	64.20	S	47.65	W	-64.20	0.59
	8496.00	0.60	173.80	8493.05	-8470.05	64.89	S	47.52	W	-64.89	0.23
	8528.00	0.70	180.10	8525.05	-8502.05	65.25	S	47.50	W	-65.25	0.39
	8592.00	0.70	170.10	8589.04	-8566.04	66.03	S	47.44	W	-66.03	0.19
	8612.00	0.80	180.90	8609.04	-8586.04	66.29	S	47.42	W	-66.29	0.86
	8686.00	0.80	181.70	8683.03	-8660.03	67.32	S	47.44	W	-67.32	0.00
	8750.00	1.10	183.10	8747.03	-8724.03	68.38	S	47.49	W	-68.38	0.47
	8813.00	0.50	202.50	8810.02	-8787.02	69.24	S	47.62	W	-69.24	1.03
	8877.00	0.60	200.00	8874.02	-8851.02	69.81	S	47.85	W	-69.81	0.16
	8939.00	1.00	213.20	8936.01	-8913.01	70.57	S	48.25	W	-70.57	0.71
	9003.00	1.20	205.90	9000.00	-8977.00	71.64	S	48.85	W	-71.64	0.38
	9067.00	1.10	185.00	9063.98	-9040.98	72.86	S	49.20	W	-72.86	0.67
	9131.00	0.60	198.80	9127.98	-9104.98	73.79	S	49.36	W	-73.79	0.84
	9195.00	0.40	218.00	9191.97	-9168.97	74.28	S	49.61	W	-74.28	0.40
	9258.00	0.70	223.90	9254.97	-9231.97	74.73	S	50.01	W	-74.73	0.48
	9321.00	0.80	227.60	9317.97	-9294.97	75.30	S	50.60	W	-75.30	0.18
	9383.00	1.10	220.80	9379.96	-9356.96	76.05	S	51.31	W	-76.05	0.52
	9446.00	1.50	215.40	9442.94	-9419.94	77.18	S	52.18	W	-77.18	0.66
	9510.00	1.30	226.90	9506.92	-9483.92	78.35	S	53.20	W	-78.35	0.54
	9600.00	1.60	224.60	9596.89	-9573.89	79.95	S	54.82	W	-79.95	0.34

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

AMENDED REPORT  FORM 8  
(highlight changes)

**WELL COMPLETION OR RECOMPLETION REPORT AND LOG**

5. LEASE DESIGNATION AND SERIAL NUMBER:  
Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME  
N/A

7. UNIT or CA AGREEMENT NAME  
N/A

8. WELL NAME and NUMBER:  
# 5-25-36 BTR

9. API NUMBER:  
4301334021

10. FIELD AND POOL, OR WILDCAT  
Altamont

11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:  
SWNW 25 T3S R6 W

12. COUNTY  
Duchesne

13. STATE  
UTAH

14. DATE SPUDED: 10/3/2008

15. DATE T.D. REACHED: 10/26/2008

16. DATE COMPLETED: 12/1/2008

ABANDONED  READY TO PRODUCE

17. ELEVATIONS (DF, RKB, RT, GL):  
5751.7' GL

18. TOTAL DEPTH: MD 9,650  
TVD 9,647

19. PLUG BACK T.D.: MD 9,540  
TVD 9,537

20. IF MULTIPLE COMPLETIONS, HOW MANY? \*

21. DEPTH BRIDGE MD  
PLUG SET: TVD

22. TYPE ELECTRIC AND OTHER MECHANICAL LOGS RUN (Submit copy of each)  
Baker Hughes HDI/Comp. Z-Densilog/GR/Borehole Profile/GR Log

23.  
WAS WELL CORED? NO  YES  (Submit analysis)  
WAS DST RUN? NO  YES  (Submit report)  
DIRECTIONAL SURVEY? NO  YES  (Submit copy)

24. CASING AND LINER RECORD (Report all strings set in well)

HOLE SIZE	SIZE/GRADE	WEIGHT (#/ft.)	TOP (MD)	BOTTOM (MD)	STAGE CEMENTER DEPTH	CEMENT TYPE & NO. OF SACKS	SLURRY VOLUME (BBL)	CEMENT TOP **	AMOUNT PULLED
20"	16" Con.	1/4" wall	0	40		Grout C		0	
12 1/4"	9 5/8" K-55	45.5 #	0	2,990		Lt.Pre. 1,344	547	0	
8 3/4"	5 1/2" P110	17#	1,050	9,637		50/50 445	240	3400'	

25. TUBING RECORD

SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)
2 7/8"	7,153							

26. PRODUCING INTERVALS

FORMATION NAME	TOP (MD)	BOTTOM (MD)	TOP (TVD)	BOTTOM (TVD)	INTERVAL (Top/Bot - MD)	SIZE	NO. HOLES	PERFORATION STATUS
(A) Wasatch	7,923	9,515			9,484 9,515	0.34"	30	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>
(B) Green River	7,192	7,922			8,940 9,076	0.34"	30	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>
(C)					8,562 8,760	0.34"	48	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>
(D)					8,369 8,519	0.34"	33	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>

27. PERFORATION RECORD

28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC.

DEPTH INTERVAL	AMOUNT AND TYPE OF MATERIAL
9,484' - 9,515'	Frac'ed with 1447 bbls. slickwater; 64,753 lbs. TLC 20/40 sand; 44,109 lbs. SLC 20/40 sand.
8,940' - 9,076'	Frac'ed with 1986 bbls. slickwater; 97,236 lbs. TLC 20/40 sand; 63,481 lbs. SLC 20/40 sand.
8,562' - 8,760'	Frac'ed with 1727 bbls. slickwater; 51,966 lbs. TLC 20/40 sand; 24,937 lbs. SLC 20/40 sand.

29. ENCLOSED ATTACHMENTS:

- ELECTRICAL/MECHANICAL LOGS  
 SUNDRY NOTICE FOR PLUGGING AND CEMENT VERIFICATION  
 GEOLOGIC REPORT  
 CORE ANALYSIS  
 DST REPORT  
 OTHER:  
 DIRECTIONAL SURVEY

30. WELL STATUS:

Producing

RECEIVED

JAN 26 2009

31. INITIAL PRODUCTION

INTERVAL A (As shown in item #26)

DATE FIRST PRODUCED: 12/12/2008	TEST DATE: 1/17/2009	HOURS TESTED: 24	TEST PRODUCTION RATES: →	OIL – BBL: 246	GAS – MCF: 445	WATER – BBL: 176	PROD. METHOD: Flowing
CHOKE SIZE: 19/64	TBG. PRESS. 1,050	CSG. PRESS. 0	API GRAVITY 52.00	BTU – GAS	GAS/OIL RATIO 1,809	24 HR PRODUCTION RATES: →	INTERVAL STATUS: Open

INTERVAL B (As shown in item #26)

DATE FIRST PRODUCED:	TEST DATE:	HOURS TESTED:	TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	INTERVAL STATUS:

INTERVAL C (As shown in item #26)

DATE FIRST PRODUCED:	TEST DATE:	HOURS TESTED:	TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	INTERVAL STATUS:

INTERVAL D (As shown in item #26)

DATE FIRST PRODUCED:	TEST DATE:	HOURS TESTED:	TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	INTERVAL STATUS:

32. DISPOSITION OF GAS (Sold, Used for Fuel, Vented, Etc.)

33. SUMMARY OF POROUS ZONES (Include Aquifers):

Show all important zones of porosity and contents thereof. Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

34. FORMATION (Log) MARKERS:

Formation	Top (MD)	Bottom (MD)	Descriptions, Contents, etc.	Name	Top (Measured Depth)
				TGR3	5,493
				Douglas Creek	6,339
				Black Shale Marker	7,173
				Castle Peak	7,266
				Wasatch	7,923
				TD	9,650

35. ADDITIONAL REMARKS (Include plugging procedure)

36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records.

NAME (PLEASE PRINT) Reed Haddock

TITLE Permit Analyst

SIGNATURE *Reed Haddock*

DATE 1/22/2009

This report must be submitted within 30 days of

- completing or plugging a new well
- drilling horizontal laterals from an existing well bore
- recompleting to a different producing formation
- reentering a previously plugged and abandoned well
- significantly deepening an existing well bore below the previous bottom-hole depth
- drilling hydrocarbon exploratory holes, such as core samples and stratigraphic tests

\* ITEM 20: Show the number of completions if production is measured separately from two or more formations.

\*\* ITEM 24: Cement Top – Show how reported top(s) of cement were determined (circulated (CIR), calculated (CAL), cement bond log (CBL), temperature survey (TS)).

Send to: Utah Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801

Phone: 801-538-5340  
Fax: 801-359-3940

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>  <b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  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.	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>  <b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 5-25-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013340210000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8128 Ext
<b>4. LOCATION OF WELL FOOTAGES AT SURFACE:</b> 1544 FNL 0886 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SWNW Section: 25 Township: 03.0S Range: 06.0W Meridian: U	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT  <b>COUNTY:</b> DUCHESNE  <b>STATE:</b> UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: 8/24/2009	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input checked="" type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input checked="" type="checkbox"/> OTHER	OTHER: Workover

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

This sundry is being submitted as notification that BBC will move on to this location to squeeze/abandon water bearing perms to enhance production. The procedure is as follows: 1.) MIRU PU & bleed casing off thru flare 2.) NU BOPs 3.) TOO H w/ 2-7/8 inch tbg 4.) PUMU 5.5 inch RBP, & 5.5 inch Ret-Pkr 5.) TIH & swab test the following intervals for suspected water flow a. 9,550' - 9,400' b. 8,900' - 9,100' c. 8,950' - 8,900' d. 8,620' - 8,770' e. 7,540' - 7,580' 6.) Report all swab test result to Chris Bairrington BBC Denver @ 303-312-8511 for further testing procedures a. Upon further verification of water production certain intervals will be squeezed & abandoned. 7.) TIH w/ tbg open ended 8.) RDMOL 9.) RTP & monitor production for further testing If you have any questions or need further information, please contact me.

**Approved by the Utah Division of Oil, Gas and Mining**  
**Date:** August 27, 2009  
**By:** *[Signature]*

<b>NAME (PLEASE PRINT)</b> Tracey Fallang	<b>PHONE NUMBER</b> 303 312-8134	<b>TITLE</b> Regulatory Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 8/21/2009	

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>  <b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  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.	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>  <b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 5-25-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013340210000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8128 Ext
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1544 FNL 0886 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SWNW Section: 25 Township: 03.0S Range: 06.0W Meridian: U	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT  <b>COUNTY:</b> DUCHESNE  <b>STATE:</b> UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 11/8/2009	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input checked="" type="checkbox"/> OTHER	OTHER: <input type="text" value="Workover Details"/>

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

Bill Barrett Corporation is submitting this subsequent report as notice of a workover completed in an attempt to increase production in this well by squeezing and abandoning water bearing perms. Workover details are attached.

Accepted by the  
 Utah Division of  
 Oil, Gas and Mining  
**FOR RECORD ONLY**  
 November 18, 2009

<b>NAME (PLEASE PRINT)</b> Tracey Fallang	<b>PHONE NUMBER</b> 303 312-8134	<b>TITLE</b> Regulatory Analyst
<b>SIGNATURE</b> N/A		<b>DATE</b> 11/17/2009

**#5-25-36 BTR 9/14/2009 06:00 - 9/15/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Safety meeting MIRU workover unit - 3, ND tree NU BOP pump 25 BBI down tubing - 1, Work pipe to release Weatherford packer. Packer came free. - 3, POOH w/ packer. 2000' left in well SDFN - 3, Flowback to sales - 14

**#5-25-36 BTR 9/15/2009 06:00 - 9/16/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Flowback well safety meeting - 1, Finish tripping out with Weatherford PKR. - 2, Pick up Nabors RBP& PKR, RIH tag fill @ 9460' set RBP @ 9100' pull up and set PKR @ 8900' - 4, Attempt to swab well could not get lubricator to work. SDFN - 2, Well secure - 15

**#5-25-36 BTR 9/16/2009 06:00 - 9/17/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Well secure Safety meeting - 1, PU swab RIH Swab on well: PKR @ 8900' RBP @ 9100' info is in swab section in Well View. - 6, Bleed casing down pump 20 bbls down casing Release packer move down to 8990' set RU Swab - 1, Swab on well : Pkr 8990' RBP 9100' info in swab section in well view. Well secure sdfn - 2, Well secure - 14

**#5-25-36 BTR 9/17/2009 06:00 - 9/18/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Well secure/Safet meeting - 1, Make 6 swab runs @ 8990- 9100': info in swab section in well view. - 3, Release packer RIH to release RBP, would not release, worked pipe but would not release, had fill on top. - 3, Start out with Packer. SDFN - 2, Well secure - 15

**#5-25-36 BTR 9/18/2009 06:00 - 9/19/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Well secure, flowback well safety meeting - 1, MIRU pump and rig tank kill well. - 2, Continue to trip out with packer - 1, Lay down packer, pick up retrieving head RIH - 3, RU lines pump down tubing, work pipe latch on to RBP and release move up to 8990' set start out of hole with retrieveing head. SDFN - 2, Flowback well to sales - 15

**#5-25-36 BTR 9/19/2009 06:00 - 9/20/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Flowback to sales/safety meeting - 1, continue to trip out with retrieveing head - 3, Pick up Nabors retrieveable packer and retrieveing head RIH set @ 8900' - 4, RU swab on well from 8900' to 8990' info in swab section of well veiw. - 2, Release pkr. RIH to release RBP had fill circulate on RBP work loose tool reset could not free tool pull 3 stands let hang for weekend. - 2, Flowback to sales. - 13

**#5-25-36 BTR 9/21/2009 06:00 - 9/22/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Flowback well/ safety meeting - 1, RIH 3 stand pump on RBP had trouble releasing/ rlease RBP move up to 8778' move packer up to 8479' - 4, RU swab equip - 1, Swab on well from 8779' to 8479' swab info in swab section in well view. - 5, Flowback well to tank thru tbg. - 13, - 0

**#5-25-36 BTR 9/22/2009 06:00 - 9/23/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Flowback well to prod. tank/ Safety meeting - 1, Swab well from 8479'-8778' info in swab section of Well View - 6, Release packer RIH tag fill on RBP pump 15 bbls release RBP move up and set RBP @ 8483' pull up set Packer @ 8339' RU Swab - 1, Swab well from 8339'-8483' make 2 runs tubing started flowing info in swab section - 2, Well shut in and secure - 14

**#5-25-36 BTR 9/23/2009 06:00 - 9/24/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Well secure Safety meeting - 1, Casing psi :900 tubing psi:900

07:30 open tubing to prod. tank and monitor flow.

07:30-08:30 0 psi on tubing 900 csg flowback 2.08 water

08:30 - 08:45 swab- tag fluid 500' pull from 2061' -- 4.16 bbls

08:45-10:30 flow to prod. tank 0 psi on tubing 800 psi on csg flowback 1.04 bbls

10:30-11:45 SIW monitor psi 140 tubing 800 psi csg.

11:45-1500 Flowback tubing , 800psi on casing build to 1000 psi- 0 psi on tubing

no measurable volume in tank - 8, Release packer MU to 7442' set. - 1, Swab well from 7442'-8483' info in swab section. Well View - 0.5, Made one swab run tubing started flowing made 14.56 turn to sales. - 0.5, Flowback to sales thru tubing measuring return volumes - 13

**#5-25-36 BTR 9/24/2009 06:00 - 9/25/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Flowback well to sales/safety meeting - 1, Release packer move down release RBP, move up set RBP @7815' set packer @ 7790' - 2, RU swab RIH swab well, from 7815'-7790' info in swab section - 1.5, After two swabs well started to flow, from 13:00 to 15:30 well flowed 26 bbls tubing pis 45 casing psi 550 - 5.5, Flowback well to sales - 14

**#5-25-36 BTR 9/25/2009 06:00 - 9/26/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

Flowback well Safety meeting - 1, Ru Swab Well 7818-7990' - 2, Release Packer RIH release RBP move up to 7585' set pull packer up to 7531' - 4, Swab well 1 run well started flowing. Swab tag 1300' pull 3700 8.32 bbls

14:00 to 16:30 FP on tubing 50 csg psi 450

flowback total 27.04 bbls includes swab volume. - 3, Flowback well to sales - 14

**#5-25-36 BTR 9/28/2009 06:00 - 9/29/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

0 T.P. 700 C.P.

RIH W/ SWAB STARTING FLUID LEVEL @ 2700' PULLED FROM 5000' PULLED 8.32 BBLS

WELL STARTED FLOWING

7:30 TO 8:30 FLOWED 35.36 BBLS 1050 PSI 18/36 CHOKE 7% OIL

8:30 TO 9:00 FLOWED 3.12 BBLS 750 PSI 13/36 CHOKE

9:00 TO 10:00 FLOWED 3.12 BBLS 650 PSI 13/36 CHOKE 20% OIL

10:00 TO 10:30 FLOWED 31.2 BBLS 650 PSI 23/36 CHOKE

10:30 TO 11:30 FLOWED 18.72 BBLS 550 PSI 23/36 CHOKE 10% OIL - 5.5, PUMPED 20 BBLS DOWN TUBING

RIH LATCH ON PLUG @ 7585' AND MOVE TO 7593' MOVED 8' TO TEST

PUMPED UP TO 1000 PSI BLEED OFF TO 650 PSI & HELD BLEED OFF - 2, RELEASE PACKER POOH LAYING DOWN 42 JTS - 1, RIH W/ 42 JTS OUT OF DERRICK LAY DOWN 4 BAD STANDS OUT OF DERRICK - 1, SET PACKER LAND IN DONUT W/ 14,000 # COMPRESSION

N/D BOP

MAKE UP WELL HEAD OPEN TO TREATER WELL DEAD - 2, R/U SWAB EQ.

MADE 4 RUNS RECOVERED 19 BBLS

LAST RUN HIT GAS CUT FLUID @ 700' PULLED FROM 3000' RECOVERED 8 BBLS

WELL BLEW GAS TURNED TO TREATER OVERNIGHT - 1, TURNED WELL TO TREATER THRU NIGHT SEE IF WILL FLOW - 11.5

**#5-25-36 BTR 9/29/2009 06:00 - 9/30/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

WELL DEAD R/U SWAB EQ.

RIH STARTING FLUID LEVEL @ 1400' PULLED FROM 3400'

MADE TO MORE RUN WELL STARTED TO FLOW

RECOVERED 24.9 BBLS SWABBING TURNED TO PROD. EQ. - 2, FLOWED WELL FOR 2 HRS RECOVERED 36.4 BBLS

FLOWING @ 100 PSI TRACE OFF OIL - 2, RECOVERED 61.63 BBLS

R/D MOVE RIG TO 14-29 FOR HOLE IN TUBING - 2

**#5-25-36 BTR 9/30/2009 06:00 - 10/1/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

WELL DEAD CALL FOR SWAB RIG - 8, R/U SWAB RIG  
 RIH STARTING FLUID LEVEL @ 1,500' PULLED FROM 4000' RECOVERED 8 BBLS  
 RIH FLUID LEVEL @ 700' PULLED FROM 3,000' RECOVERED 7 BBLS  
 WELL FLOWING  
 FLOWED FOR 1 HOUR RECOVERED 20 BBLS TURNED TO TREATER  
 FLOWING @ 250 RATE  
 LEFT FLOWING TO TREATER OVER NIGHT  
 TOTAL FLUID RECOVERED 35 BBLS JUST TRACE OF OIL - 2, FLOWING TO FACILITY - 14

**#5-25-36 BTR 10/1/2009 06:00 - 10/2/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

FLOWED WELL BACK OVER NIGHT  
 WELL DEAD FLOWED 10.85 BBLS OF WATER & 3 MMCF GAS  
 R/U SWAB EQ. - 1, R/I SWABBING STARTING FLUID LEVEL @ 1500' MADE 18 RUNS RECOVERED 182 BBLS  
 1- FLUID @ 1500' PULLED FROM 3700' RECOVERED 8 BBLS  
 2- FLUID LEVEL @ 1100' PULL FROM 3500' RECOVERED 8 BBLS  
 FLOWED 15 MINUTES DIED OFF  
 3- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 10 BBLS  
 4- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 10 BBLS  
 5- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 11 BBLS  
 6- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 11 BBLS  
 7- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 10 BBLS  
 8- FLUID LEVEL @ 1100' PULLED FROM 4600' RECOVERED 10 BBLS  
 9- FLUID LEVEL @ 1200' PULLED FROM 4600' RECOVERED 12 BBLS  
 10- FLUID LEVEL @ 1200' PULLED FROM 4600' RECOVERED 12 BBLS  
 11- FLUID LEVEL @ 1100' PULLED FROM 4600' RECOVERED 10 BBLS  
 12- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 10 BBL  
 13- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 10 BBLS  
 14- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 10 BBLS  
 15- FLUID LEVEL @ 1100' PULLED FROM 4600' RECOVERED 10 BBLS  
 16- FLUID LEVEL @ 1100' PULLED FROM 4600' RECOVERED 10 BBLS  
 17- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 10 BBLS  
 18- FLUID LEVEL @ 1000' PULLED FROM 4600' RECOVERED 10 BBLS  
 JUST A SMALL TRACE OF OIL THRU OUT RUNS AND A LITTLE GAS - 8

**#5-25-36 BTR 10/2/2009 06:00 - 10/3/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

R/D SWABBING UNIT MOVE TO 9-18  
 WELL DEAD MOVE IN WORKER RIG - 2, WAIT ON COMPLETION RIG - 4, MOVE IN R/U  
 SHUT DOWN TIL MONDAY - 2, LEAVE WELL TO TREATER - 16

**#5-25-36 BTR 10/5/2009 06:00 - 10/6/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

PUMP 30 BBLS DOWN CASING & 20 BBLS DOWN TUBING  
 N/U BOP  
 RELEASE PACKER - 1, RIH TAG SAND 5 FIVE ON TOP OF PLUG  
 PUMP N12 BBLS CIRC DOWN OVER PLUG LATCH ON PUMP 12 MORE BBLS  
 RELEASE PLUG START OUT OF HOLE - 1, POOH W/ TUBING LAY DOWN PLUG AND PACKER  
 P/U NEW PACKER & PLUG - 3, PUMP 30 BBLS DOWN CASING - 1, RIH W/ 56 STANDS WELL STARTED FLOWING UP TUBING  
 PUMP 18 BBLS DOWN TUBING  
 CONTINUE IN HOLE - 1, RIH P/U 47 JTS OFF RACK  
 SET PLUG @ 9103'  
 LAY DOWN 3 JTDS  
 SET PACKER @ 8990'  
 S.W.I.F.N. - 3

**#5-25-36 BTR 10/6/2009 06:00 - 10/7/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

350 T.P. 1000 C.P.  
 R/U SWAB EQ. RIH STARTING FLUID LEVEL @ 3,500' PULLED FROM 6,500' RECOVERED 5.2 BBLA - 1, RE- FLAG SAND LINE FIND BROKEN WIRES CUT 429' OFF SAND LINE  
 POUR NEW ROPE SOCKET & ALLOW TO COOL - 3, RUNS  
 2- FLUID LEVEL @ 3,200' PULLED FROM 5,700' RECOVERED 6.24 BBLS  
 3- FLUID LEVEL @ 4,000' PULLED FROM 6,600' RECOVERED 2.08 BBLS  
 4- FLUID LEVEL @ 3,300' PULLED FROM 4,800' RECOVERED 7.36 BBLS  
 5- FLUID LEVEL @ 3,800' PULLED FROM 5,300' RECOVERED 10.4 BBLS  
 6- FLUID LEVEL @ 4,000' PULLED FROM 5,500' RECOVERED 8.32 BBLS  
 7- FLUID LEVEL @ 4,100' PULLED FROM 5,600' RECOVERED 8.32 BBLS  
 8- FLUID LEVEL @ 4,150' PULLED FROM 5,700' RECOVERED 8.32 BBLS  
 9- FLUID LEVEL @ 4,300' PULLED FROM 6,300' RECOVERED 6.24 BBLS 2% OIL  
 10- FLUID LEVEL @ 4,300' PULLED FROM 6,300' RECOVERED 5.2 BBLS  
 11- FLUID LEVEL @ 4,300' PULLED FROM 6,300' RECOVERED 7.28 BBLS  
 12- FLUID LEVEL @ 4,300' PULLED FROM 6,300' RECOVERED 4.16 BBLS 4% OIL  
 RECOVERED 81.12 BBLS ENDING FLUID LEVEL @ 4,300'  
 CASING PRESSURE 1,450 PSI  
 SHUT WELL IN FOR NIGHT - 6, SHUT DOWN FOR NIGHT - 14

**#5-25-36 BTR 10/7/2009 06:00 - 10/8/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

BLEED WELL OFF 350 PSI  
 RIH W/ SWAB FLUID LEVEL @ 3,000' PULLED 6 BBLS PULLED FROM 5,000' 40% OIL  
 2- RIH FLUID LEVEL @ 3,200' PULLED 8.4 BBLS 10 % OIL  
 3- RIH FLUID LEVEL @ 3,400' PULLED 10.2 BBLS 5% OIL  
 4- RIH FLUID LEVEL @ 3,400' PULLED 8.33 BBLS 2% OIL  
  
 RELEASE PACKER RIH W/ 3 JTS LATCH ON PLUG RELEASE PLUG  
 POOH W/ 3 JTS SET PLUG @ 8,990'  
 POOH 4 JTS SET PACKER @ 8,888'  
 R/U SWAB EQ. - 4, RIH W/ SWAB EQ.  
 1-FLUID @ 2,400' PULLED FROM 4,500' RECOVERED 12.48 BBLS  
 2- FLUID LEVEL @ 2,700' PULLED FROM 4,700' RECOVERED 8.32 BBLS  
 3- FLUID LEVEL @ 2,000' PULLED FROM 4,000' RECOVERED 8.32 BBLS  
 4- FLUID LEVEL @ 2,200' PULLED FROM 4,200' RECOVERED 6.24 BBLS  
 5- FLUID LEVEL @ 2,500' PULLED FROM 4,500' RECOVERED 7.28 BBLS  
 6- FLUID LEVEL @ 2,700' PULLED FROM 4,700' RECOVERED 11.44 BBLS 50 % OIL  
 7- FLUID LEVEL @ 300' PULLED FROM 6,000' RECOVERED 2.08 BBLS  
 8- FLUID LEVEL @ 3,000' PULLED FROM 5,900' RECOVERED 0 BBLS  
 9- FLUID LEVEL @ 3,000' PULLED FROM 5,000' RECOVERED 10.4 BBLS  
 10- FLUID LEVEL @ 3,000' PULLED FROM 5,000' RECOVERED 8.33 BBLS  
 11- FLUID LEVEL @ 3,000' PULLED FROM 5,000' RECOVERED 8.33 BBLS 20% OIL CUT  
 12- FLUID LEVEL @ 3,000' PULLED FROM 5,000' RECOVERED 8.33 BBLS  
  
 RECOVERED 91.52 BBLS  
 SHUT WELL IN FOR NIGHT - 6

**#5-25-36 BTR 10/8/2009 06:00 - 10/9/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

T.P. 480 PSI C.P. 1700 PSI  
 BLEED TUBING OFF START SWABBING  
 1- FLUID @ 3,000' PULLED FROM 5000' RECOVERED 12.48 BBLS 60% OIL  
 2- FLUID @ 3,400' PULLED FROM 5,400' RECOVERED 10.4 BBLS  
 3- FLUID @ 2,600' PULLED FROM 4,800' RECOVERED 6.24 BBLS  
 4- FLUID @ 2,400' PULLED FROM 4,800' RECOVERED 4.16 BBLS  
 5- FLUID @ 2,000' PULLED FROM 2,000' RECOVERED 13.52 BBLS 40% OIL  
 TOTAL BBLS TODAY 46.8 B BLS TOTAL FROM ZONE 138.32 BBLS - 3, RELEASE PACKER RIH LATCH ON TO PLUG RELEASE - 1, POOH W/ 262 JT PUMP 20 BBLS TOP KILL  
 POOH LAY DOWN PLUG & PACKER - 4, R/U PSI WIRELINE MAKE UP C.B.P. - 1, RIH SET C.B.P. @ 9102' POOH - 2, MAKE UP COMPOSIT RETAINER RIH SET @ 9015' POOH R/D PSI - 2, SHUT WELL IN FOR NIGHT - 11

**#5-25-36 BTR 10/9/2009 06:00 - 10/10/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

BLEED WELL OFF  
 P/U STINGER FOR RETAINER - 1, RIH W/ 283 JTS TAG RETAINER LAY DOWN 1 JT SPACE OUT W/ 6' & 10' SUB - 3, MOVE IN HALLIBUTON CEMENT CREW R/U LINES AND MANIFOLD  
 HAVE SAFTEY MEETING  
 TEST LINES TO 4500 PSI - 2, PUMP DOWN TUBING TO EST. INJECTION RATE PRESSURE UP TO 2700 PSI  
 STING OUT OF RETAINER START PUMPING SLOWLY WORK BACK IN RETAINER PRESSURE UP. STING OUT WORK SERVERAL TIMES  
 PUMPING INTO FORMATION @ 1250 PSI @ 2 BPM  
 MIX CEMENT START DOWN HOLE TUBING JUMPED LOST 600 PSI AND 2000# OF WEIGHT  
 PUMPED 20 SACKS OF CEMENT FOLLOWED BY 51 BBLS OF FLUSH  
 SHUT DOWN FOR 10 MINUTES WELL WENT ON SUCK PUMPED LAST BBL NO PRESSURE  
 STUNG OUT OF RETAINER STUNG BACK IN FLUSHED W/ 10 BBLS  
 FOLLOWED BY 30 SACKS AND 52 BBLS OF FLUSH PRESSURE CLIMBED TO 400 PSI WHEN CEMENT HIT PERFS THAN FELL TO 95 PSI  
 STRUNG OUT OF RETAINER LAYED DOWN SWIVEL & 2 PUP JTS - 3, POOH W/ TUBING PUMP 20 BBLS KILL W/ 30 STANDS IN HOLE LAY DOWN STINGER  
 STINGER SAND CUT ON BOTTOM FOR WASHING SAND OUT OF RETAINER - 3, SHUT WELL IN FOR NIGHT - 12

**#5-25-36 BTR 10/10/2009 06:00 - 10/11/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

R/U PSI RIH W/ COMPOSITE BIDGE PLUG  
 TAG CEMENT @ 7,998'  
 PULL UP SET PLUG @ 7,575'  
 POOH R/D PSI - 2, PUMP 25 BBLS DOWN CASING  
 MAKE UP COMPOSITE RETAINER - 1, RIH SLOWLY W/ RETAINER  
 SET RETAINER @ 7,540' - 3, STING IN TO RETAINER  
 PUMP 10 BBLS TO CATCH PRESSURE PRESSURED UP TO 2700 PSI SHUT DOWN  
 STING OUT OF RETAINER PUT 20 MORE ROUND TO RIGHT TO COCK STINGER  
 STING BACK IN PRESSURE UP TO 2700 PSI BLEEDS OFF TO 100 PSI IN 2 MINUTES  
 STING OUT TURN RIGHT 20 MORE TURNS  
 STING IN PRESSURE TO 2700 PSI BLEED OFF THE SAME  
 PICK UP TO PRESSURE TEST SEAL FINALLY GOT PRESSURE TEST  
 TRY SITTING DOWN AGAIN PRESSURE UP AGAIN & BLEED OFF - 2, STING OUT OF RETAINER POOH W/ 237 JTS OF TUBING  
 HALLIBURTON CHECKED OUT STINGER SAID IT WAS FULLY EXTENDED  
 THE SEAL HAD SET SCREW OR SOMETHING RUN PAST IT TO MARK IT UP AND TEAR SEAL - 3, DOWN TIL MONDAY - 12

**#5-25-36 BTR 10/12/2009 06:00 - 10/13/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion
Time Log Summary						
C.P. 250 PSI BLEED WELL - 1, P/U BIT AND SUB RIH W/ TUBING UNABLE TO FIND FOAM UNIT POOH DECIDE TO RETRY STINGER - 2, P/U STINGER RIH TAG RETAINER - 3, STING IN TO RETAINER PRESSURE UP TO 1600 PSI STING OUT PRESSURE UP TUBING END OF STINGER PLUGGED STING BACK IN PRESSURE BACK UP STING OUT TRY CIRC. BACK IN NO HELP - 2, POOH W/ TUBING SEAL TORE OFF STINGER SHUT WELL IN WILL DRILL IN A.M. - 2, SHUT IN FOR NIGHT - 14						

**#5-25-36 BTR 10/13/2009 06:00 - 10/14/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion
Time Log Summary						
Safety meeting Kill well - 1, Pick up Bit and PBOS w/ XN-nipple RIH 238 jts. tag cement retainer @ 7540' - 4, R/KU Pwr. swivel and Foam unit drill out cement retainer & continue in tag CBP @ 7552', drill out. Continue to RIH w/252 jts and tag cement @8002' drill out to 8026'. - 5, Pump gel sweep for 1 hour - 1, Pull 1 stand shut well in, SDFN - 1, Well secure - 12						

**#5-25-36 BTR 10/14/2009 06:00 - 10/15/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion
Time Log Summary						
T.P. 1100 C.P. 1100 PSI BLEED OFF THRU FLAIR STACK PUMP 15 BBLs DOWN TUBING BLEED CASING OFF THRU FLAIR STACK - 2, RIH W/ 2 JTS R/U SWIVEL START CIRC W/ FOAM UNIT DRILL SOLID FROM 8026' TO 8043' STRINGER FROM 8043' TO 8221' - 3, SOLID CEMENT FROM 8221 TO 8253 FALL OUT TO STRINGER TO 8326' TAG SOLID TO 8356' MORE GAS FLOW - 3, STRINGER FROM 8356' CLEAN OUT TO 8868' PUMP 15 BBLs SWEEP CIRC FOR 45 MIN - 3, R/D SWIVEL POOH W/ 5 STANDS SHUT WELL IN DRAIN UP PUMP AND LINES - 1.5, SHUT DOWN TIL MORNING - 11.5, - 0						

**#5-25-36 BTR 10/15/2009 06:00 - 10/16/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion
Time Log Summary						
T.P. 20 PSI C.P. 1120 PSI BLEED WELL OFF TO FLARE STACK POOH TO STRING FLOAT PUMP 20 B BLS PULL FLOAT - 2, RIH CEMENT RETAINER @ 9015' R/U SWIVEL START FOAM UNIT - 2, DRILL ON RETAINER 6 MIN/ FALL TO 9079' FALL ON TO 9096' DRILL OUT PLUG @ 9102 PUMP 20 BBLs DRILL PLUG R/D SWIVEL RIH TAG SAND @ 9360' - 2, CLEAN OUT TO P.B.T.D. @ 9484' CIRC CLEAN FOR 1 1/2 HRS - 3, POOH W/ TUBING TO SRTING FLOAT LAY DOWN POOH TO 4184' SHUT WELL IN FOR NIGHT - 2						

**#5-25-36 BTR 10/20/2009 06:00 - 10/21/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

T.P. 600 PSI  
 C.P. 40 PSI  
 BLEED TUBING OFF THRU FLAIR  
 PUMP 40 BBLS KILL DOWN CASING - 1, POOH W/ 60 JTS  
 LAY DOWN BIT & SUB - 1.5, R/U PSI RIH SET PLUG @ 9102'  
 POOH P/U RETAINER RIH SET RETAINER @ 9015' POOH - 3.5, RIH LATCH INTO RETAINER @ 9015' - 4, R/U HALCO PUMP 10 BBLS PRESSURE UP TO 2400 PSI & HELD  
 STING OUT STING BACK IN PRESSURE UP TO 2400 PSI BLED OFF IN 2 MIN.  
 TRY AGAIN SAME THING P/U TEST SEAL TEST  
 STING OUT CALL CHRIS R/D HALCO - 1, POOH W/ 122 JTS EOT @ 5040'  
 159 JTS LEFT ON HOLE  
 S W.I.F.N. - 2, - 11

**#5-25-36 BTR 10/21/2009 06:00 - 10/22/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

START @ 7:00 - 1, T.P. 100 PSI  
 C.P. 100 PSI  
 BLEED WELL OFF THUR FLAIR PUMP 300 BBLS - 0.5, POOH W/ 159 JTS LAY DOWN STINGER - 1.5, R/U PSI  
 RIH SET PLUG @ 8770'  
 POOH R/U RETAINER - 1.5, RIH SET RETAINER @ 8480'  
 POOH R/D PSI - 2, RIH TAG RETAINER @ 8480'  
 SPACE OUT W/ 6' & 10" SUBS - 3, R/U HALCO  
 HAVE SAFTEY MEETING  
 PRESSURE TEST LINES  
 EST. INJECTION RATE @ 2 BPM @ 2490 PSI  
 START JOB PUMP 50 SACKS CEMENT 8.8 BBLS FOLLOWED BY 50 BBLS OF FLUSH  
 SHUT DOWN PRESSURE @ 2540 PSI SHUT DOWN  
 PULL OUT OF STINGER  
 BREAK OUT 16' OF SUBS - 1.5, POOH W/ 198 JTS OF TUBING 68 LEFT IN HOLE  
 SHUT WELL IN - 2, DOWN FOR NIGHT - 11

**#5-25-36 BTR 10/22/2009 06:00 - 10/23/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

T.P. 40 PSI C.P. 40 PSI  
 BLEED WELL OFF TO FLAIR - 0.5, POOH W/ 68 JTS OF TUBING  
 N/D WASHINGTON HEAD - 1, R/U PSI RIH SET PLUG @ 7575'  
 POOH - 1.5, P/U RETAINER  
 RIH SET @ 7521  
 POOH R/D PSI - 2, RIH W/ TUBING STING INTO RETAINER  
 SPACE OUT W/ 28' OF SUBS - 2, R/U HALCO  
 HAVE SAFTEY MEETING  
 PRESSURE TEST LINES  
 PUMP 10 BBLS TO FILL TUBING  
 EST. INJECTION RATE .5 BBLS @ 3520 PSI  
 MIX 25 SACKS OF CEMENT START DOWN HOLE  
 AFTER 34 BBLS PRESSURE CAME DOWN AND GOT RATE UP TO 2 BPM  
 PUMP 44.5 BBLS OF FLUSH SHUT DOWN PRESSURE @ 3560 PSI  
 STING OUT OF RETAINER - 1.5, POOH W/ TUBING  
 LAY DOWN STINGER  
 SHUT WELL IN FOR NIGHT - 2.5, DOWN TILL MORNING - 13

**#5-25-36 BTR 10/23/2009 06:00 - 10/24/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

TRAVEL - 1, C.P. 1000 PSI  
 BLEED WELL OF TO FLAIR STACK  
 PUMP 40 BBLs DOWN CASING - 1, P/U 4 3/4 ROCK BIT  
 RIH W/ TUBING TAG RETAINER @ 7521'  
 R/U SWIVEL & DRILLING EQ.  
 R/U FOAM UNIT - 3, ROLL HOLE W/ NITROGEN UNIT  
 UNTIL CLEAN UP OIL & WATER - 2, DRILL ON RETAINER FOR 1 HOUR FALL THRU  
 TAG BACK UP @ 7535'  
 DRILL UP REST OF RETAINER & CEMENT DOWN TO PLUG @ 7575'  
 SWIVEL DOWN 1 JT TO 7634'  
 CIRC CLEAN  
 PUMP 15 BBL KILL DOWN TUBING  
 POOH W/ 10 STANDS EOT @ 7187'  
 SHUT WELL IN UNTIL MONDAY - 6, SHUT IN TIL MONDAY - 11

**#5-25-36 BTR 10/26/2009 06:00 - 10/27/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

TRAVEL - 1, T.P. 1600 PSI C.P. 1700 PSI  
 BLEED WELL OFF TO FLARE STACK  
 PUMP 30 BBLs DOWN TUBING - 2, RIH TAG CEMENT 2 1/2 OF CEMENT ON TOP RETAINER  
 R/U SWIVEL & DRILLING EQ. - 2, DRILL ON RETAINER FOR 2 HOURS  
 FELL 8' DRILL UP BOTTOM OF RETAINER  
 CONTINUE DRILL OUT CEMENT TO 8540 - 6, PUMP 10 BBL SWEEP  
 CIRC FOR 45 MIN  
 PUMP 20 BBLs KILL DOWN TUBING - 1, POOH W/ 106 JTS  
 SHUT DOWN FOR NIGHT  
 LEFT WELL FLOWING TO TREATER @ 500 MMCF RATE - 1.5, DOWN TILL MORNING - 10.5

**#5-25-36 BTR 10/27/2009 06:00 - 10/28/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

TRAVEL - 1, FLOWING CASING PSI 50  
 T.P. 390 PSI  
 PUMP 20BBLs DOWN TUBING & 30 DOWN CASING - 2, POOH W/ TUBING  
 2 END OF CONES BROKE OFF  
 LAY DOWN BIT - 2, RIH W/ TUBING TAG CEMENT  
 R/U SWIVEL & DRILLING EQ. - 2, CIRC WELL W/ FOAM UNIT  
 START DRILLING CEMENT  
 ONLY PUT 6000 ON BIT OR STALL SWIVEL OUT  
 DRILL OUT 131' CEMENT  
 PUMP 10 BBLs SWEEP & ROLL HOLE FOR 1 HOUR  
 PULL UP 1 JT SHUT WELL IN FOR NIGHT - 5, DOWN FOR NIGHT - 12

**#5-25-36 BTR 10/28/2009 06:00 - 10/29/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

TRAVEL - 1, C.P. 1300 PSI  
 BLEED WELL OFF THRU FLAIR  
 CHANGE OUT DRILLING RUBBER - 2, DRILL OUT CEMENT TO PLUG & DRILL OUT PLUG  
 CIRC DOWN TO RETAINER - 7, CIRC WELL CLEAN  
 POOH W/ TUBING  
 SHUT WELL IN  
 NEED FOAM UNIT ON 5-16 - 2, DOWN FOR NIGHT - 12

**#5-25-36 BTR 10/29/2009 06:00 - 10/30/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

TRAVEL - 1, 460 T.P. 990 C.P.  
 BLEED WELL OFF THRU FLARE - 2, POOH W/ TUBING LAY DOWN BIT  
 MAKE UP NEW ONE - 3, RIH W/ TUBING TO 5998'  
 LAY DOWN REST OF TUBING  
 SHUT WELL IN  
 STONE IS RIGGING DOWN TO TAKE RIG TO AYRD FOR REPAIRS - 3, DOWN TIL MORNING - 15

**#5-25-36 BTR 11/4/2009 06:00 - 11/5/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

TRAVEL - 1, T.P. 1050 PSI  
 C.P. 50 PSI  
 BLEED TUBING OFF  
 PUMP 20 BBLS DOWN TUBING  
 RIH PICKING UP TUBING  
 TAG @ 9002' - 2, R/U N2 UNIT & SWIVEL  
 START PUMPING DOWN TUBING  
 45 MIN TO GET RETURNS - 2, DRILL UP RETAINER  
 CHASE IN HOLE TO 9102' - 2, DRILL UP REMAINING RETAINER & COMPOSITE PLUG CIRC FOR 20 MIN. - 1, SWIVEL DOWN TO 9317'  
 STACK OUT  
 KICK SWIVEL IN  
 PLUG FELL TO 9359'  
 SWIVEL BROKE DOWN  
 R/D SWIVEL - 2, POOH W/ 157 JTS OF TUBING  
 EOT @ 4622'  
 SHUT WELL IN LEFT CASING OPEN TO TREATER - 2, SHUT DOWN FOR NIGHT - 12

**#5-25-36 BTR 11/5/2009 06:00 - 11/6/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

**Time Log Summary**

TRAVEL - 1, T.P. 600 PSI  
 C.P. 50 PSI  
 BLEED TUBING OFF TO FLAIR STACK  
 PUMP 20 BBLS DOWN TUBING - 1, POOH W/ TUBING PUMP 40 BBLS DOWN CASING WHILE PULLING  
 LAY DOWN BIT & SUB - 1, P/U PLUG & PACKER  
 RIH TALLEY PIPE ON WAY IN  
 SET PLUG @ 8988'  
 PULL UP SET PACKER @ 8907' - 3, R/U HALLIBURTON  
 PUMP 15 BBLS TO GET INJECTION RATE 1.5 BPM @ 2455 PSI  
 FOLLOWED BY 59.5 BBLS OF 15% ACID  
 FOLLOWED BY 53 BBLS OF FLUSH @ 2200 PSI @ 3.5 BPM  
 SHUT DOWN ISIP 1076 PSI  
 RELEASE PACKER  
 RIH RELEASE PLUG - 2, PULL UP TO 8501 SET PLUG  
 PULL UP SET PACKER @ 8294'  
 R/U HALLIBURTON - 1, PUMP 19.7 BBLS TO FILL HOLE & GET INJECTION RATE  
 2289 PSI @ 1.5 BPM  
 FOLLOWED BY 41.6 BBLS OF 15% ACID  
 FOLLOWED BY 49.3 BBLS OF FLUSH @ 1100 PSI @ 3.5 BPM  
 ISIP 120 PSI  
 R/D HALLIBURTON - 1, RELEASE PACKER RIH RELEASE PLUG  
 POOH TO 8300' SET PLUG  
 POOH TO 8230' SET PACKER  
 R/U HALLIBURTON - 1, PUMP 32 BBLS OF WATER TO FILL TUBING & GET PRESSURE  
 FOLLOWED BY 41.7 BBLS OF 15% ACID  
 FOLLOWED BY 49.1 BBLS OF FLUSH @ 2710 PSI @ 4.5 BPM  
 ISIP 1658 PSI  
 R/D HALLIBURTON  
 RELEASE PACKER  
 RIH RELEASE PLUG  
 POOH W/ 12 JTS SHUT WELL IN - 1, DOWN FOR NIGHT - 12

**#5-25-36 BTR 11/6/2009 06:00 - 11/7/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

## Time Log Summary

TRAVEL - 1, T.P. 410 PSI  
C.P. 560 PSI  
BLEED CASING OF TO TREATER  
PUMP 20 BBLS DOWN TUBING  
POOH W/ TUBING LAY DOWN PLUG AND PACKER - 3, RIH W/ MULE SHOE 1 JT SEAT NIPPLE & 291 JTS  
POOH LAY DOWN 68 JTS  
E.O.T. @ 7145' - 4, LAND TUBING ON HANGER  
N/D BOP  
N/U WELL HEAD & FLOWLINES - 1, WELL STARTED FLOWING  
TURNED TO TREATER  
500 MCF RATE 25 BBLS FLUID PER HOUR  
R/D DOWN EQ. - 2, DOWN TIL MORNING - 13

**#5-25-36 BTR 11/7/2009 06:00 - 11/8/2009 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34021	UT	DUCHESNE	Black Tail Ridge	Released for Work		Drilling & Completion

## Time Log Summary

WELL FLOWING  
T.P. 150  
C.P. 1250  
FLOWING 20 BBLS MOSTLY WATER AN HOUR - 1, FINISH R/D EQ  
R/D RIG MOVE OUT OF WAY FOR OIL TRUCKS - 4, CONTINUE TO FLOW WELL  
CLEAN FLOW BACK TANK - 19

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
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.		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>8. WELL NAME and NUMBER:</b> 5-25-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>9. API NUMBER:</b> 43013340210000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8134 Ext	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 1544 FNL 0886 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SWNW Section: 25 Township: 03.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:  <input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 4/15/2015  <input type="checkbox"/> SPUD REPORT Date of Spud:  <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE  <input type="checkbox"/> CHANGE TO PREVIOUS PLANS  <input type="checkbox"/> CHANGE WELL STATUS  <input type="checkbox"/> DEEPEN  <input type="checkbox"/> OPERATOR CHANGE  <input type="checkbox"/> PRODUCTION START OR RESUME  <input type="checkbox"/> REPERFORATE CURRENT FORMATION  <input type="checkbox"/> TUBING REPAIR  <input type="checkbox"/> WATER SHUTOFF  <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING  <input type="checkbox"/> CHANGE TUBING  <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS  <input type="checkbox"/> FRACTURE TREAT  <input type="checkbox"/> PLUG AND ABANDON  <input type="checkbox"/> RECLAMATION OF WELL SITE  <input type="checkbox"/> SIDETRACK TO REPAIR WELL  <input type="checkbox"/> VENT OR FLARE  <input type="checkbox"/> SI TA STATUS EXTENSION  <input checked="" type="checkbox"/> OTHER
		<input type="checkbox"/> CASING REPAIR  <input type="checkbox"/> CHANGE WELL NAME  <input type="checkbox"/> CONVERT WELL TYPE  <input type="checkbox"/> NEW CONSTRUCTION  <input type="checkbox"/> PLUG BACK  <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION  <input type="checkbox"/> TEMPORARY ABANDON  <input type="checkbox"/> WATER DISPOSAL  <input type="checkbox"/> APD EXTENSION  OTHER: <input style="width: 100px;" type="text" value="CA number"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
The Tribal CA has been earned for this well. The CA number UTU87722		
<b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY April 15, 2015</b>		
<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A		<b>DATE</b> 4/15/2015

Division of Oil, Gas and Mining  
 Operator Change/Name Change Worksheet-for State use only

Effective Date: 11/1/2016

<b>FORMER OPERATOR:</b>	<b>NEW OPERATOR:</b>
Bill Barrett Corporation 1099 18th Street, Suite 2300 Denver, CO 80202	Rig II, LLC 1582 West 2600 South Woods Cross, UT 84087
CA Number(s):	Unit(s):

**WELL INFORMATION:**

Well Name	Sec	TWN	RNG	API	Entity	Mineral	Surface	Type	Status
See Attached List									

**OPERATOR CHANGES DOCUMENTATION:**

- Sundry or legal documentation was received from the **FORMER** operator on: 10/21/2016
- Sundry or legal documentation was received from the **NEW** operator on: 10/21/2016
- New operator Division of Corporations Business Number: 8256968-0160

**REVIEW:**

- Surface Agreement Sundry from **NEW** operator on Fee Surface wells received on: N/A
- Receipt of Acceptance of Drilling Procedures for APD on: 10/21/2016
- Reports current for Production/Disposition & Sundries: 11/2/2016
- OPS/SI/TA well(s) reviewed for full cost bonding: 11/3/2016
- UIC5 on all disposal/injection/storage well(s) approved on: 11/3/2016
- Surface Facility(s) included in operator change: None
- Inspections of PA state/fee well sites complete on (only upon operators request): 11/3/2016

**NEW OPERATOR BOND VERIFICATION:**

- Federal well(s) covered by Bond Number: UTB000712
- Indian well(s) covered by Bond Number: LPM 922467
- State/fee well(s) covered by Bond Number(s): 9219529

**DATA ENTRY:**

- Well(s) update in the **OGIS** on: 11/7/2016
- Entity Number(s) updated in **OGIS** on: 11/7/2016
- Unit(s) operator number update in **OGIS** on: N/A
- Surface Facilities update in **OGIS** on: N/A
- State/Fee well(s) attached to bond(s) in **RBDMS** on: 11/7/2016
- Surface Facilities update in **RBDMS** on: N/A

**COMMENTS:**

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From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

Well Name	Sec	TWN	RNG	API Number	Entity	Mineral	Surface	Type	Status
SWD 9-36 BTR	9	030S	060W	4301350646	18077	Indian	Fee	WD	A
16-6D-46 BTR SWD	6	040S	060W	4301350781	18327	Indian	Fee	WD	A
6-32-36 BTR SWD	32	030S	060W	4301350921	18329	Indian	Fee	WD	A
LC TRIBAL 8-26D-47	26	040S	070W	4301334024		Indian	Indian	OW	APD
16-21D-37 BTR	21	030S	070W	4301350758		Indian	Fee	OW	APD
14-11D-37 BTR	11	030S	070W	4301350862		Indian	Fee	OW	APD
7-17D-46 BTR	17	040S	060W	4301350883		Indian	Indian	OW	APD
14-12D-37 BTR	12	030S	070W	4301350894		Indian	Fee	OW	APD
1-18D-36 BTR	18	030S	060W	4301350922		Indian	Fee	OW	APD
13-2D-45 BTR	2	040S	050W	4301350931		Indian	Indian	OW	APD
5H-16-46 BTR	16	040S	060W	4301350992		Indian	Indian	OW	APD
9H-17-45 BTR	17	040S	050W	4301351098		Indian	Indian	OW	APD
13H-8-46 BTR UB	8	040S	060W	4301351124		Indian	Indian	OW	APD
8H-9-46 BTR	9	040S	060W	4301351140		Indian	Indian	OW	APD
LC TRIBAL 7-31D-37	31	030S	070W	4301351147		Indian	Fee	OW	APD
14-16D-45 BTR	16	040S	050W	4301351178		Indian	Indian	OW	APD
16-19D-37 BTR	19	030S	070W	4301351179		Indian	Fee	OW	APD
6-2D-45 BTR	2	040S	050W	4301351234		Indian	Indian	OW	APD
2-2D-45 BTR	2	040S	050W	4301351235		Indian	Indian	OW	APD
10-26-35 BTR	26	030S	050W	4301351248		Indian	Fee	OW	APD
LC TRIBAL 1H-33-46	33	040S	060W	4301351257		Indian	Fee	OW	APD
LC TRIBAL 9-25D-46	25	040S	060W	4301351276		Indian	Indian	OW	APD
LC TRIBAL 8H-30-45	30	040S	050W	4301351277		Indian	Indian	OW	APD
LC TRIBAL 16H-30-45	30	040S	050W	4301351279		Indian	Indian	OW	APD
LC TRIBAL 13-30D-45	30	040S	050W	4301351282		Indian	Indian	OW	APD
LC TRIBAL 16H-36-46	36	040S	060W	4301351291		Indian	Indian	OW	APD
LC TRIBAL 13H-30-46	30	040S	060W	4301351321		Indian	Indian	OW	APD
LC TRIBAL 13H-31-46	31	040S	060W	4301351326		Indian	Indian	OW	APD
LC TRIBAL 16-31D-46	31	040S	060W	4301351328		Indian	Indian	OW	APD
LC TRIBAL 5H-26-47	26	040S	070W	4301351337		Indian	Indian	OW	APD
LC TRIBAL 5H-19-45	20	040S	050W	4301351349		Indian	Indian	OW	APD
LC TRIBAL 16-36D-47	36	040S	070W	4301351363		Indian	Indian	OW	APD
15-4D-47 BTR	4	040S	070W	4301351377		Indian	Fee	OW	APD
16-23D-46 LC TRIBAL	23	040S	060W	4301351396		Indian	Fee	OW	APD
15-2D-36 BTR	2	030S	060W	4301351419		Indian	Fee	OW	APD
16-23D-37 BTR	23	030S	070W	4301351420		Indian	Fee	OW	APD
11-9D-47 BTR	9	040S	070W	4301351422		Indian	Fee	OW	APD
15-13D-47 BTR	13	040S	070W	4301351424		Indian	Indian	OW	APD
LC TRIBAL 15-19D-46	19	040S	060W	4301351426		Indian	Indian	OW	APD
16-13D-45 BTR	13	040S	050W	4301351428		Indian	Indian	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

14-12D-45 BTR	12	040S	050W	4301351444		Indian	Indian	OW	APD
16-14D-45 BTR	14	040S	050W	4301351445		Indian	Indian	OW	APD
5-13D-45 BTR	13	040S	050W	4301351446		Indian	Indian	OW	APD
LC TRIBAL 16-26D-46	26	040S	060W	4301351450		Indian	State	OW	APD
LC TRIBAL 16-34D-46	34	040S	060W	4301351451		Indian	State	OW	APD
16-12D-45 BTR	12	040S	050W	4301351452		Indian	Indian	OW	APD
8-12D-45 BTR	12	040S	050W	4301351453		Indian	Indian	OW	APD
LC TRIBAL 1-35D-46	35	040S	060W	4301351454		Indian	Fee	OW	APD
16-25D-37 BTR	25	030S	070W	4301351455		Indian	Fee	OW	APD
LC TRIBAL 13H-29-46	28	040S	060W	4301351462		Indian	Fee	OW	APD
LC TRIBAL 14-30D-37	30	030S	070W	4301351494		Indian	Fee	OW	APD
7-13D-45 BTR	13	040S	050W	4301351497		Indian	Indian	OW	APD
LC TRIBAL 4H-35-46	35	040S	060W	4301351515		Indian	Fee	OW	APD
LC TRIBAL 13H-19-46	19	040S	060W	4301351543		Indian	Indian	OW	APD
16-26D-37 BTR	26	030S	070W	4301351598		Indian	Fee	OW	APD
LC TRIBAL 16-31D-37	31	030S	070W	4301351610		Indian	Fee	OW	APD
5-4-35 BTR	4	030S	050W	4301351613		Indian	Fee	OW	APD
LC TRIBAL 16-31D-47	31	040S	070W	4301351616		Indian	Indian	OW	APD
LC TRIBAL 13H-31-47	31	040S	070W	4301351617		Indian	Indian	OW	APD
LC TRIBAL 13-32D-47	32	040S	070W	4301351619		Indian	Indian	OW	APD
LC TRIBAL 16H-32-47	32	040S	070W	4301351620		Indian	Indian	OW	APD
LC TRIBAL 1-32D-47	32	040S	070W	4301351624		Indian	Indian	OW	APD
LC TRIBAL 4H-32-47	32	040S	070W	4301351625		Indian	Indian	OW	APD
LC TRIBAL 13-28D-47	28	040S	070W	4301351627		Indian	Indian	OW	APD
LC TRIBAL 13H-29-47	28	040S	070W	4301351628		Indian	Indian	OW	APD
LC TRIBAL 16H-28-47	28	040S	070W	4301351629		Indian	Indian	OW	APD
LC TRIBAL 1-28D-47	28	040S	070W	4301351639		Indian	Indian	OW	APD
LC TRIBAL 1H-27-47	28	040S	070W	4301351640		Indian	Indian	OW	APD
LC TRIBAL 4H-28-47	28	040S	070W	4301351641		Indian	Indian	OW	APD
LC TRIBAL 7-25D-58	25	050S	080W	4301351643		Indian	Indian	OW	APD
LC TRIBAL 6-25D-58	25	050S	080W	4301351644		Indian	Indian	OW	APD
LC TRIBAL 13H-24-58	24	050S	080W	4301351645		Indian	Indian	OW	APD
LC TRIBAL 16-24D-58	24	050S	080W	4301351646		Indian	Indian	OW	APD
LC Tribal 8-23D-46	23	040S	060W	4301351654		Indian	Fee	OW	APD
LC Tribal 16-35D-45	35	040S	050W	4301351656		Indian	Fee	OW	APD
LC Tribal 13H-35-45	35	040S	050W	4301351657		Indian	Fee	OW	APD
LC Tribal 16-36D-45	36	040S	050W	4301351658		Indian	Fee	OW	APD
LC Tribal 13H-36-45	36	040S	050W	4301351659		Indian	Fee	OW	APD
LC Tribal 5-36D-45	36	040S	050W	4301351661		Indian	Fee	OW	APD
LC Tribal 8-26D-46	26	040S	060W	4301351663		Indian	Fee	OW	APD
3-29D-36 BTR	29	030S	060W	4301351665		Indian	Fee	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

LC Tribal 5-35D-45	35	040S	050W	4301351666	Indian	Fee	OW	APD
LC Tribal 5-24D-46	24	040S	060W	4301351668	Indian	Indian	OW	APD
LC TRIBAL 6-12D-58	12	050S	080W	4301351696	Indian	Indian	OW	APD
LC TRIBAL 8-12D-58	12	050S	080W	4301351697	Indian	Indian	OW	APD
LC TRIBAL 16H-22-47	21	040S	070W	4301351700	Indian	Indian	OW	APD
5-25D-37 BTR	25	030S	070W	4301351803	Indian	Fee	OW	APD
8-3D-36 BTR	3	030S	060W	4301351804	Indian	Fee	OW	APD
14-26D-37 BTR	26	030S	070W	4301351805	Indian	Fee	OW	APD
9-4-35 BTR	4	030S	050W	4301351806	Indian	Fee	OW	APD
11-4D-35 BTR	4	030S	050W	4301351807	Indian	Fee	OW	APD
16-27D-37 BTR	27	030S	070W	4301351808	Indian	Fee	OW	APD
14-27D-37 BTR	27	030S	070W	4301351809	Indian	Fee	OW	APD
14-16D-46 BTR	16	040S	060W	4301351812	Indian	Indian	OW	APD
LC Tribal 16-35D-48	35	040S	080W	4301351847	Indian	Indian	OW	APD
LC Tribal 13H-35-48	35	040S	080W	4301351848	Indian	Indian	OW	APD
LC Tribal 13-2D-58	11	050S	080W	4301351850	Indian	Indian	OW	APD
5-13D-36 BTR	13	030S	060W	4301351862	Indian	Fee	OW	APD
5-8D-36 BTR	8	030S	060W	4301351871	Indian	Fee	OW	APD
16-1D-36 BTR	1	030S	060W	4301351872	Indian	Fee	OW	APD
8-18D-46 BTR	18	040S	060W	4301351897	Indian	Fee	OW	APD
LC Tribal 5-36D-46	36	040S	060W	4301351905	Indian	Indian	OW	APD
LC Tribal 5-26D-45	26	040S	050W	4301351907	Indian	Indian	OW	APD
14-13D-45 BTR	13	040S	050W	4301351974	Indian	Indian	OW	APD
14-34D-46 DLB	34	040S	060W	4301351975	Indian	Fee	OW	APD
LC Tribal 5-21D-45	21	040S	050W	4301352001	Indian	Indian	OW	APD
LC Tribal 8-22D-45	22	040S	050W	4301352002	Indian	Indian	OW	APD
LC Tribal 8-25D-45	25	040S	050W	4301352007	Indian	Indian	OW	APD
LC Tribal 16-25D-45	25	040S	050W	4301352008	Indian	Indian	OW	APD
LC Tribal 16-22D-45	22	040S	050W	4301352009	Indian	Indian	OW	APD
LC Tribal 16-26D-45	26	040S	050W	4301352010	Indian	Indian	OW	APD
LC Tribal 14-31D-37	31	030S	070W	4301352016	Indian	Fee	OW	APD
5-12D-45 BTR	12	040S	050W	4301352030	Indian	Indian	OW	APD
LC Tribal 9-20D-45	20	040S	050W	4301352031	Indian	Indian	OW	APD
LC Tribal 13-35D-47	35	040S	070W	4301352055	Indian	Indian	OW	APD
LC Tribal 1-23D-47	23	040S	070W	4301352057	Indian	Indian	OW	APD
9-17D-46 BTR	17	040S	060W	4301352059	Indian	Indian	OW	APD
11-18D-46 BTR	18	040S	060W	4301352060	Indian	Indian	OW	APD
9-10D-47 BTR	10	040S	070W	4301352092	Indian	Fee	OW	APD
LC Tribal 1-17D-47	17	040S	070W	4301352096	Indian	Fee	OW	APD
7-35D-37 BTR	35	030S	070W	4301352115	Indian	Fee	OW	APD
14-25D-37 BTR	25	030S	070W	4301352116	Indian	Fee	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

LC Tribal 5-25-46	25	040S	060W	4301352126	Indian	Indian	OW	APD
8-33D-35 BTR	33	030S	050W	4301352161	Indian	Fee	OW	APD
5-4D-36 BTR	4	030S	060W	4301352175	Indian	Fee	OW	APD
7-4D-36 BTR	4	030S	060W	4301352176	Indian	Fee	OW	APD
LC Tribal 4-36D-47	36	040S	070W	4301352186	Indian	Indian	OW	APD
LC Tribal 4-22D-46	22	040S	060W	4301352944	Indian	Indian	OW	APD
LC Tribal 16-22D-46	22	040S	060W	4301352945	Indian	Indian	OW	APD
LC Tribal 11-19D-46	19	040S	060W	4301352946	Indian	Indian	OW	APD
LC Tribal 7-20D-45	20	040S	050W	4301352947	Indian	Indian	OW	APD
15-11D-35 BTR	11	030S	050W	4301353056	Indian	Fee	OW	APD
13-11D-35 BTR	11	030S	050W	4301353057	Indian	Fee	OW	APD
BTR 16-36D-37	36	030S	070W	4301353059	Indian	Fee	OW	APD
4-29D-35 BTR	30	030S	050W	4301353060	Indian	Fee	OW	APD
1-30D-35 BTR	30	030S	050W	4301353061	Fee	Fee	OW	APD
LC TRIBAL 3-23D-46	23	040S	060W	4301353066	Indian	State	OW	APD
LC Tribal 14-23D-46	23	040S	060W	4301353067	Indian	State	OW	APD
LC Tribal 13-25D-46	25	040S	060W	4301353068	Indian	Indian	OW	APD
LC Tribal 14-26D-46	26	040S	060W	4301353069	Indian	State	OW	APD
LC Tribal 5-26D-46	26	040S	060W	4301353070	Indian	State	OW	APD
LC Tribal 11-35D-45	35	040S	050W	4301353071	Indian	State	OW	APD
LC Tribal 7-35D-45	35	040S	050W	4301353072	Indian	State	OW	APD
LC Tribal 3-35D-45	35	040S	050W	4301353075	Indian	State	OW	APD
LC Tribal 14-36D-45	36	040S	050W	4301353076	Indian	State	OW	APD
LC Tribal 13-36D-45	36	040S	050W	4301353077	Indian	State	OW	APD
LC Tribal 10-36D-45	36	040S	050W	4301353078	Indian	State	OW	APD
LC Tribal 8-36D-45	36	040S	050W	4301353079	Indian	State	OW	APD
LC Tribal 6-36D-45	36	040S	050W	4301353080	Indian	State	OW	APD
LC Tribal 1-34D-46	34	040S	060W	4301353081	Indian	State	OW	APD
LC Tribal 9-27D-46	27	040S	060W	4301353082	Indian	State	OW	APD
LC Tribal 13-35D-45	35	040S	050W	4301353083	Indian	State	OW	APD
LC Tribal 8-35D-45	35	040S	050W	4301353084	Indian	State	OW	APD
LC Tribal 15-35D-45	35	040S	050W	4301353085	Indian	State	OW	APD
LC Tribal 12-25D-45	25	040S	050W	4301353122	Indian	Indian	OW	APD
LC Tribal 14-25D-45	25	040S	050W	4301353123	Indian	Indian	OW	APD
LC Tribal 10-25D-45	25	040S	050W	4301353124	Indian	Indian	OW	APD
LC Tribal 11-26-45	26	040S	050W	4301353125	Indian	Indian	OW	APD
LC Tribal 13-26D-45	26	040S	050W	4301353126	Indian	Indian	OW	APD
LC Tribal 7-31D-46	31	040S	060W	4301353127	Indian	Indian	OW	APD
LC Tribal 7-19D-45	19	040S	050W	4301353128	Indian	Indian	OW	APD
LC Tribal 5-19D-45	19	040S	050W	4301353130	Indian	Indian	OW	APD
LC Tribal 7-25D-46	25	040S	060W	4301353132	Indian	Indian	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

LC Tribal 7-24D-46	24	040S	060W	4301353134		Indian	Indian	OW	APD
LC Tribal 14-31D-46	31	040S	060W	4301353135		Indian	Indian	OW	APD
LC Tribal 14-30D-46	30	040S	060W	4301353136		Indian	Indian	OW	APD
13-4-35 BTR SWD	4	030S	050W	4301353293		Fee	Fee	OW	APD
LC FEE 14-26D-47	26	040S	070W	4301353294		Fee	Indian	OW	APD
LC Fee 5-25D-47	25	040S	070W	4301353295		Fee	Indian	OW	APD
7-35-46 LC SWD	35	040S	060W	4301353296		Fee	Fee	OW	APD
LC Fee 1H-33-47	32	040S	070W	4301353309		Fee	Indian	OW	APD
LC FEE 14-2D-58	2	050S	080W	4301353312		Fee	Indian	OW	APD
LC FEE 13H-21-47	21	040S	070W	4301353313		Fee	Indian	OW	APD
LC Fee 16-21D-47	21	040S	070W	4301353326		Fee	Indian	OW	APD
16-7D-46 BTR	7	040S	060W	4301353328		Fee	Indian	OW	APD
LC Fee 15-26D-47	26	040S	070W	4301353331		Fee	Indian	OW	APD
LC Fee 4-24D-47	23	040S	070W	4301353332		Fee	Indian	OW	APD
LC Fee 5-34D-47	34	040S	070W	4301353333		Fee	Indian	OW	APD
LC Fee 5-35D-47	35	040S	070W	4301353334		Fee	Indian	OW	APD
13-34D-47 LC Fee	34	040S	070W	4301353337		Fee	Indian	OW	APD
14-35D-35 BTR	35	030S	050W	4301352120		Fee	Fee	OW	DRL
6-17D-46 BTR	17	040S	060W	4301351078		Indian	Indian	OW	OPS
5-34D-35 BTR	34	030S	050W	4301351187		Indian	Fee	OW	OPS
5-10D-45 BTR	10	040S	050W	4301351221		Indian	Indian	OW	OPS
5-3D-45 BTR	3	040S	050W	4301351810		Indian	Indian	OW	OPS
9-34D-35 BTR	34	030S	050W	4301352117		Fee	Fee	OW	OPS
5-35D-35 BTR	35	030S	050W	4301352118		Fee	Fee	OW	OPS
1-2D-46 BTR	2	040S	060W	4301353086		Indian	Fee	OW	OPS
7-21-46 DLB	21	040S	060W	4301333567	16526	Indian	Indian	OW	P
LC TRIBAL 1H-27-46	27	040S	060W	4301333568	18175	Indian	Fee	GW	P
7-29-46 DLB	29	040S	060W	4301333584	17603	Indian	Fee	GW	P
LC TRIBAL 12H-28-46	28	040S	060W	4301333631	18132	Indian	Indian	GW	P
LC TRIBAL 13H-21-46	21	040S	060W	4301333632	18107	Indian	Indian	GW	P
12-36-36 BTR	36	030S	060W	4301333638	16336	Indian	Fee	GW	P
5-5-46 BTR	5	040S	060W	4301333639	16542	Indian	Fee	OW	P
5-23-36 BTR	23	030S	060W	4301333642	16675	Indian	Fee	GW	P
14-29-36 BTR	29	030S	060W	4301333643	16725	Indian	Fee	OW	P
14-30-36 BTR	30	030S	060W	4301333644	16701	Indian	Fee	GW	P
7-20-46 DLB	20	040S	060W	4301333657	16584	Indian	Indian	OW	P
LC TRIBAL 5-21D-46	21	040S	060W	4301333658	18887	Indian	Indian	OW	P
5-20-46 DLB	20	040S	060W	4301333659	18750	Indian	Indian	GW	P
LC TRIBAL 13H-20-46	20	040S	060W	4301333678	17979	Indian	Indian	GW	P
14-7-46 BTR	7	040S	060W	4301333806	16890	Indian	Indian	GW	P
7-8-45 BTR	8	040S	050W	4301333820	16974	Indian	Indian	OW	P

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

1-5-45 BTR	5	040S	050W	4301333868	16931	Indian	Indian	OW	P
5-16-36 BTR	16	030S	060W	4301333970	17195	Indian	Fee	OW	P
5-29-36 BTR	29	030S	060W	4301333972	17557	Indian	Fee	OW	P
4-30-36 BTR	30	030S	060W	4301333973	17249	Indian	Fee	OW	P
7-19-46 DLB	19	040S	060W	4301334004	19018	Indian	Indian	OW	P
5-25-36 BTR	25	030S	060W	4301334021	17126	Fee	Fee	OW	P
5-4-45 BTR	4	040S	050W	4301334089	17507	Indian	Indian	OW	P
13-2-46 BTR	2	040S	060W	4301334090	18618	Indian	Indian	OW	P
2-3-45 BTR	3	040S	050W	4301334099	17932	Indian	Indian	OW	P
7-6-45 BTR	6	040S	050W	4301334100	17653	Indian	Indian	OW	P
1-9-45 BTR	9	040S	050W	4301334101	17910	Indian	Indian	OW	P
8-10-45 BTR	10	040S	050W	4301334102	17530	Indian	Indian	OW	P
7-17-45 BTR	17	040S	050W	4301334104	17933	Indian	Indian	OW	P
16-7-45 BTR	7	040S	050W	4301334111	17665	Indian	Indian	OW	P
15-18-45 BTR	18	040S	050W	4301334112	17832	Indian	Indian	OW	P
6-12-46 BTR	12	040S	060W	4301334114	17964	Indian	Indian	OW	P
5-13-46 BTR	13	040S	060W	4301334115	17833	Indian	Indian	OW	P
16-26-36 BTR	26	030S	060W	4301334132	18028	Indian	Fee	OW	P
1-23-36 BTR	23	030S	060W	4301334136	17722	Indian	Fee	OW	P
15-10-36 BTR	10	030S	060W	4301334277	17419	Indian	Fee	OW	P
14-5-46 BTR	5	040S	060W	4301350307	17624	Fee	Fee	OW	P
14X-22-46 DLB	22	040S	060W	4301350351	17604	Indian	Indian	OW	P
16-13-36 BTR	13	030S	060W	4301350372	17853	Indian	Fee	OW	P
5-33-46 DLB	33	040S	060W	4301350397	17765	Indian	Fee	OW	P
5-34-46 DLB	34	040S	060W	4301350415	17801	Indian	State	GW	P
LC FEE 12H-32-46	32	040S	060W	4301350431	18003	Fee	Fee	OW	P
1-13D-47 BTR	13	040S	070W	4301350445	18205	Indian	Fee	OW	P
16-8D-45 BTR	8	040S	050W	4301350466	18799	Indian	Indian	OW	P
7-13D-46 BTR	13	040S	060W	4301350470	18076	Indian	Indian	OW	P
14-8D-45 BTR	8	040S	050W	4301350567	18207	Indian	Indian	OW	P
14-5D-45 BTR	5	040S	050W	4301350568	18108	Indian	Indian	OW	P
16-31D-36 BTR	31	030S	060W	4301350573	18004	Indian	Fee	OW	P
5-7D-46 BTR	7	040S	060W	4301350574	18176	Indian	Indian	OW	P
LC TRIBAL 13H-33-46	34	040S	060W	4301350575	18223	Indian	State	OW	P
5-8-45 BTR	8	040S	050W	4301350607	18279	Indian	Indian	OW	P
16-6D-45 BTR	6	040S	050W	4301350610	18177	Indian	Indian	OW	P
5-18D-45 BTR	18	040S	050W	4301350611	18300	Indian	Indian	OW	P
7-26-37 BTR	26	030S	070W	4301350641	18131	Indian	Fee	OW	P
3-11D-36 BTR	11	030S	060W	4301350642	18299	Indian	Fee	OW	P
16-1D-46 BTR	1	040S	060W	4301350675	18525	Indian	Indian	OW	P
14-3-45 BTR	3	040S	050W	4301350676	18363	Indian	Indian	OW	P

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

4-17D-45 BTR	17	040S	050W	4301350687	18517	Indian	Indian	OW	P
5-6D-45 BTR	6	040S	050W	4301350688	18726	Indian	Indian	OW	P
7-7D-45 BTR	7	040S	050W	4301350689	18380	Indian	Indian	OW	P
14-10D-45 BTR	10	040S	050W	4301350754	18447	Indian	Indian	OW	P
14-9D-45 BTR	9	040S	050W	4301350755	18379	Indian	Indian	OW	P
13-16D-36 BTR	16	030S	060W	4301350757	18206	Indian	State	OW	P
5-9D-36 BTR	9	030S	060W	4301350843	18381	Indian	Fee	OW	P
16-5D-46 BTR	5	040S	060W	4301350844	18280	Fee	Fee	OW	P
5-27D-37 BTR	27	030S	070W	4301350847	18526	Indian	Fee	OW	P
7-4D-45 BTR	4	040S	050W	4301350884	18562	Indian	Indian	OW	P
2-16D-45 BTR	16	040S	050W	4301350899	18619	Indian	Indian	OW	P
16-10D-45 BTR	10	040S	050W	4301350902	18725	Indian	Indian	OW	P
5-2D-36 BTR	2	030S	060W	4301350913	18886	Indian	Fee	OW	P
13H-27-36 BTR	27	030S	060W	4301350918	18445	Indian	State	OW	P
8-16D-46 BTR	16	040S	060W	4301350953	19027	Indian	Indian	OW	P
16-16D-46 BTR	16	040S	060W	4301350956	19028	Indian	Indian	OW	P
16-9D-45 BTR	9	040S	050W	4301350962	18662	Indian	Indian	OW	P
14-31D-36 BTR	31	030S	060W	4301350973	18524	Indian	Fee	OW	P
5-10D-36 BTR	10	030S	060W	4301350978	18989	Indian	Fee	OW	P
1-32D-36 BTR	32	030S	060W	4301350979	18648	Indian	Fee	OW	P
16-12D-36 BTR	12	030S	060W	4301350980	18748	Indian	Fee	OW	P
2-18D-45 BTR	18	040S	050W	4301350991	18776	Indian	Indian	OW	P
3-1-46 BTR	1	040S	060W	4301351017	18777	Indian	Fee	OW	P
10-5-45 BTR	5	040S	050W	4301351062	18724	Indian	Indian	OW	P
12-4D-45 BTR	4	040S	050W	4301351063	18813	Indian	Indian	OW	P
1-10D-45 BTR	10	040S	050W	4301351064	18966	Indian	Indian	OW	P
16-2D-46 BTR	2	040S	060W	4301351079	18830	Indian	Indian	OW	P
9H-4-45 BTR	4	040S	050W	4301351092	18814	Indian	Indian	OW	P
12-17-45 BTR	17	040S	050W	4301351097	18984	Indian	Indian	OW	P
5-9D-46 BTR	9	040S	060W	4301351109	19313	Indian	Fee	OW	P
14-9D-36 BTR	9	030S	060W	4301351144	19004	Indian	Fee	OW	P
5-31D-36 BTR	31	030S	060W	4301351146	18691	Indian	Fee	OW	P
4-9D-45 BTR	9	040S	050W	4301351157	18883	Indian	Indian	OW	P
8-12D-46 BTR	12	040S	060W	4301351159	18911	Indian	Indian	OW	P
LC TRIBAL 16-23D-47	23	040S	070W	4301351180	18617	Indian	Indian	OW	P
14-7D-45 BTR	7	040S	050W	4301351222	18949	Indian	Indian	OW	P
5-16D-45 BTR	16	040S	050W	4301351223	18987	Indian	Indian	OW	P
4-5D-45 BTR	5	040S	050W	4301351242	18882	Indian	Indian	OW	P
LC TRIBAL 16H-19-45	19	040S	050W	4301351278	18627	Indian	Indian	OW	P
LC TRIBAL 13-19D-45	19	040S	050W	4301351280	18628	Indian	Indian	OW	P
LC TRIBAL 5-30D-45	30	040S	050W	4301351281	19448	Indian	Indian	OW	P

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

LC TRIBAL 15-24D-46	24	040S	060W	4301351283	18626	Indian	Indian	OW	P
LC TRIBAL 13H-24-46	19	040S	050W	4301351289	18629	Indian	Indian	OW	P
7-16-47 BTR	16	040S	070W	4301351296	18950	Indian	Fee	OW	P
14-18D-45 BTR	18	040S	050W	4301351313	19005	Indian	Indian	OW	P
LC TRIBAL 16-30D-46	30	040S	060W	4301351320	19006	Indian	Indian	OW	P
LC TRIBAL 5-20D-45	20	040S	050W	4301351331	19449	Indian	Indian	OW	P
11-8D-46 BTR	8	040S	060W	4301351336	19314	Indian	Indian	OW	P
5-7D-45 BTR	7	040S	050W	4301351350	18951	Indian	Indian	OW	P
7-5-35 BTR	5	030S	050W	4301351599	19078	Indian	Fee	OW	P
13-5D-35 BTR	5	030S	050W	4301351600	18996	Indian	Fee	OW	P
11-5D-35 BTR	5	030S	050W	4301351601	19061	Fee	Fee	OW	P
15-5D-35 BTR	5	030S	050W	4301351602	19062	Fee	Fee	OW	P
9-5D-35 BTR	5	030S	050W	4301351609	19029	Indian	Fee	OW	P
3-5D-35 BTR	5	030S	050W	4301351638	19079	Indian	Fee	OW	P
7-8-46 BTR	8	040S	060W	4301351702	19315	Indian	Indian	OW	P
7-30-46 DLB	30	040S	060W	4301351703	18997	Fee	Indian	OW	P
3-13D-46 BTR	13	040S	060W	4301351718	18881	Indian	Indian	OW	P
2-13D-46 BTR	13	040S	060W	4301351719	18885	Indian	Indian	OW	P
12-12D-46 BTR	12	040S	060W	4301351720	18867	Indian	Indian	OW	P
10-12D-46 BTR	12	040S	060W	4301351721	18856	Indian	Indian	OW	P
11-11D-47 BTR	11	040S	070W	4301352091	19633	Fee	Fee	OW	P
7-12D-47 BTR	12	040S	070W	4301352094	19600	Indian	Fee	OW	P
5-12D-47 BTR	12	040S	070W	4301352095	19634	Indian	Fee	OW	P
14-33D-35 BTR	33	030S	050W	4301352162	19450	Indian	Fee	OW	P
16-33D-35 BTR	33	030S	050W	4301352163	19451	Indian	Fee	OW	P
14-22-46 DLB	22	040S	060W	4301333660	17604	Indian	Indian	D	PA
13H-31-36 BTR	31	030S	060W	4301350465	18485	Indian	Fee	OW	PA
16X-23D-36 BTR	23	030S	060W	4301350623	18007	Indian	State	OW	PA
8-6-45 BTR	6	040S	050W	4301350900	18561	Indian	Indian	OW	PA
13-13-36 BTR	13	030S	060W	4301350919	18364	Indian	Fee	OW	PA
7-28-46 DLB	28	040S	060W	4301333569	16460	Indian	Indian	OW	S
5-21-36 BTR	21	030S	060W	4301333641	16674	Indian	Fee	GW	S
13-26-36 BTR	26	030S	060W	4301333980	17569	Indian	Fee	OW	S
14-1-46 BTR	1	040S	060W	4301334113	18516	Indian	Indian	OW	S
16-21-36 BTR	21	030S	060W	4301334130	17721	Indian	Fee	OW	S
14-21-36 BTR	21	030S	060W	4301334131	18006	Indian	Fee	OW	S
7-16-36 BTR	16	030S	060W	4301334133	17834	Indian	Fee	OW	S
1-30-36 BTR	30	030S	060W	4301334134	17905	Indian	Fee	OW	S
16-30-36 BTR	30	030S	060W	4301334135	18005	Indian	Fee	OW	S
3-23-36 BTR	23	030S	060W	4301334137	17860	Indian	Fee	OW	S
16-16-36 BTR	16	030S	060W	4301334138	17666	Indian	Fee	OW	S

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

4-26-36 BTR	26	030S	060W	4301334139	17620	Fee	Fee	OW	S
9-11-36 BTR	11	030S	060W	4301334276	17451	Indian	Fee	OW	S
3-36-36 BTR	36	030S	060W	4301350398	17955	Indian	Fee	OW	S
7-10-36 BTR	10	030S	060W	4301350437	18052	Indian	Fee	OW	S
16-12D-46 BTR	12	040S	060W	4301350467	18051	Indian	Indian	OW	S
13H-13-46 BTR	13	040S	060W	4301350468	18208	Indian	Indian	OW	S
13-12-46 BTR	12	040S	060W	4301350469	18233	Indian	Indian	OW	S
14-8D-36 BTR	8	030S	060W	4301350612	18163	Indian	Fee	OW	S
14-7D-36 BTR	7	030S	060W	4301350613	18330	Indian	Fee	OW	S
16-9-36 BTR	9	030S	060W	4301350645	18078	Indian	Fee	OW	S
7-27-37 BTR	27	030S	070W	4301350647	18090	Indian	Fee	OW	S
16-12D-37 BTR	12	030S	070W	4301350785	18446	Indian	Fee	OW	S
14-21D-37 BTR	21	030S	070W	4301350859	18548	Indian	Fee	OW	S
10-18D-36 BTR	18	030S	060W	4301350915	18884	Indian	Fee	OW	S
5-27D-36	27	030S	060W	4301350917	18482	Indian	State	OW	S
10-36D-36 BTR	36	030S	060W	4301351005	18523	Indian	Fee	OW	S
14-6D-45 BTR	6	040S	050W	4301351158	18967	Indian	Indian	OW	S
5H-1-46 BTR UTELAND BUTTE	6	040S	050W	4301351215	18728	Indian	Indian	OW	S
5H-1-46 BTR WASATCH	6	040S	050W	4301351216	18727	Indian	Indian	OW	S
1-25D-36 BTR	25	030S	060W	4301351294	18798	Indian	Fee	OW	S
5-5D-35 BTR	5	030S	050W	4301351605	19055	Indian	Fee	OW	S
16-23-36 BTR	23	030S	060W	4301333971	17182	Indian	Fee	OW	TA
LC TRIBAL 14-23D-47	23	040S	070W	4301334022	18616	Indian	Indian	OW	TA
5-32D-36 BTR	32	030S	060W	4301350756	18328	Indian	Fee	OW	TA



October 20, 2016

Re: Bill Barrett Corporation Transfer to New Operator

Dear Ms. Medina:

Attached please find the change of operation Form 9, Form 5's and Request to Transfer APD form changing the operator from Bill Barrett Corporation to RIG II, LLC, effective 11/1/2016. Badlands Energy – Utah, LLC will be a sub-operator.

**New Operator Contact information:**

RIG II, LLC  
1582 West 2600 South  
Woods Cross, Utah 84087-0298  
Telephone:(801) 683-4245  
Fax:(801) 298-9889

Upon reviewing the attached, please contact myself with any questions at 303-312-8115.

Sincerely,

Bill Barrett Corporation

A handwritten signature in cursive script that reads 'Brady Riley'.

Brady Riley  
Permit Analyst

**RECEIVED**  
OCT 21 2016  
DIV. OF OIL, GAS & MINING

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

FORM 9

**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.

5. LEASE DESIGNATION AND SERIAL NUMBER: (see attached well list)	
6. IF INDIAN, ALLOTTEE OR TRIBE NAME: N/A	
7. UNIT or CA AGREEMENT NAME:	
8. WELL NAME and NUMBER: (see attached well list)	
9. API NUMBER:	
10. FIELD AND POOL, OR WILDCAT:	

1. TYPE OF WELL OIL WELL <input checked="" type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER _____	
2. NAME OF OPERATOR: RIG II, LLC <u>N4055</u>	
3. ADDRESS OF OPERATOR: 1582 West 2600 South CITY Wood Cross STATE UT ZIP 84087 PHONE NUMBER: (801) 683-4245	

4. LOCATION OF WELL FOOTAGES AT SURFACE: (see attached well list) COUNTY:	
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: STATE: <b>UTAH</b>	

**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: <u>11/1/2016</u>	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> DEEPEN <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> NEW CONSTRUCTION <input checked="" type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> PLUG BACK <input type="checkbox"/> PRODUCTION (START/RESUME) <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	<input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> TEMPORARILY ABANDON <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> WATER SHUT-OFF <input type="checkbox"/> OTHER: _____
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: _____			

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.  
 RIG II, LLC IS SUBMITTING THIS SUNDRY AS NOTIFICATION THAT THE WELLS LISTED ON THE ATTACHED LIST HAVE BEEN SOLD TO RIG II, LLC BY BILL BARRETT CORPORATION EFFECTIVE 11/1/2016. PLEASE REFER ALL FUTURE CORRESPONDENCE TO THE ADDRESS BELOW.

RIG II, LLC  
1582 West 2600 South  
Woods Cross, Utah 84087-0298  
801-683-4245  
(STATE/FEE BOND # 9219529/ BLM BOND # UTB000712/ BIA BOND # LPM9224670)

BILL BARRETT CORPORATION N2165  
Duana Zavala NAME (PLEASE PRINT)  
Duana Zavala SIGNATURE  
 Senior Vice President -  
 EH&S, Government and Regulatory Affairs

RIG II, LLC  
Jesse McSwain NAME (PLEASE PRINT)  
Jesse McSwain SIGNATURE  
 Manager

NAME (PLEASE PRINT) Jesse McSwain TITLE Manager  
 SIGNATURE Jesse McSwain DATE 10/20/16

(This space for State use only)

**APPROVED**

NOV 07 2016

DIV. OIL GAS & MINING  
BY: Rachael Medina

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

**Request to Transfer Application or Permit to Drill**

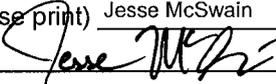
(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

<b>Well name:</b>	(See attached list)
<b>API number:</b>	
<b>Location:</b>	Qtr-Qtr:                      Section:                      Township:                      Range:
<b>Company that filed original application:</b>	Bill Barrett Corporation
<b>Date original permit was issued:</b>	
<b>Company that permit was issued to:</b>	Bill Barrett Corporation

Check one	Desired Action:
	<b>Transfer pending (unapproved) Application for Permit to Drill to new operator</b>
	The undersigned as owner with legal rights to drill on the property, hereby verifies that the information as submitted in the pending Application for Permit to Drill, remains valid and does not require revision. The new owner of the application accepts and agrees to the information and procedures as stated in the application.
<input checked="" type="checkbox"/>	<b>Transfer approved Application for Permit to Drill to new operator</b>
	The undersigned as owner with legal rights to drill on the property as permitted, 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.	Yes	No
If located on private land, has the ownership changed?	✓	
If so, has the surface agreement been updated?		✓
Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location?		✓
Have there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well?		✓
Have there been any changes to the access route including ownership or right-of-way, which could affect the proposed location?		✓
Has the approved source of water for drilling changed?		✓
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?		✓
Is bonding still in place, which covers this proposed well? Bond No. <small>9219529-UDOGM / UTB000712-BLM / LPM9224670-BIA</small>	✓	

Any desired or necessary changes to either a pending or approved Application for Permit to Drill that is being transferred, should be filed on a Sundry Notice, Form 9, or amended Application for Permit to Drill, Form 3, as appropriate, with necessary supporting information as required.

Name (please print) Jesse McSwain                      Title Manager  
 Signature                       Date 10/20/16  
 Representing (company name) RIG II, LLC

The person signing this form must have legal authority to represent the company or individual(s) to be listed as the new operator on the Application for Permit to Drill.

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

UIC FORM 5

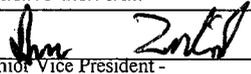
TRANSFER OF AUTHORITY TO INJECT

Well Name and Number 6-32-36 BTR SWD	API Number 4301350921
Location of Well Footage : 1628 FNL 1553 FWL County : DUCHENSE QQ, Section, Township, Range: SENW 32 3S 6W State : UTAH	Field or Unit Name CEDAR RIM Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

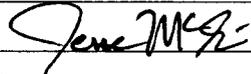
CURRENT OPERATOR

Company: BILL BARRETT CORPORATION  
Address: 1099 18th Street Ste 2300  
city DENVER state CO zip 80202  
Phone: (303) 293-9100  
Comments:

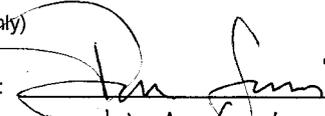
Name: Duane Zavadil  
Signature:   
Senior Vice President -  
Title: EH&S, Government and Regulatory Affairs  
Date: 10/20/16

NEW OPERATOR

Company: RIG II, LLC  
Address: 1582 West 2600 South  
city Wood Cross state UT zip 84087  
Phone: (801) 683-4245  
Comments:

Name: Jesse McSwain  
Signature:   
Title: Manager  
Date: 10/20/16

(This space for State use only)

Transfer approved by:   
Title: UIC Geologist

Approval Date: 11/3/16

Comments:

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

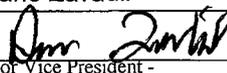
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

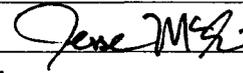
Well Name and Number 16-6D-46 BTR SWD	API Number 4301350781
Location of Well Footage : 0200 FSL 0099 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 6 4S 6W State : UTAH	Field or Unit Name ALTAMONT Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadil</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Date: <u>10/20/16</u>
Comments:	

**NEW OPERATOR**

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by:   
Title: VIC

Approval Date: 11/3/16

Comments:

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

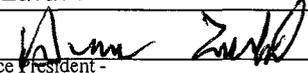
UIC FORM 5

**TRANSFER OF AUTHORITY TO INJECT**

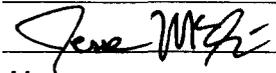
Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well  Footage : 0539 FSL 0704 FEL  County : DUCHESNE	Field or Unit Name CEDAR RIM
	Lease Designation and Number 2OG0005608
QQ, Section, Township, Range: SESE 9 3S 6W	State : UTAH

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadil</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: 
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President - EH&amp;S, Government and Regulatory Affairs</u>
Phone: <u>(303) 293-9100</u>	Date: <u>10/20/16</u>
Comments:	

**NEW OPERATOR**

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: 
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Title: \_\_\_\_\_

Comments:

*This well was approved by USEPA.  
EPA approval will be required.*