

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

FORM 3

AMENDED REPORT   
(highlight changes)

<b>APPLICATION FOR PERMIT TO DRILL</b>		5. MINERAL LEASE NO: n/a (Fee)	6. SURFACE: Fee
1A. TYPE OF WORK: DRILL <input checked="" type="checkbox"/> REENTER <input type="checkbox"/> DEEPEN <input type="checkbox"/>		7. IF INDIAN, ALLOTTEE OR TRIBE NAME:	
B. TYPE OF WELL: OIL <input type="checkbox"/> GAS <input checked="" type="checkbox"/> OTHER _____ SINGLE ZONE <input checked="" type="checkbox"/> MULTIPLE ZONE <input type="checkbox"/>		8. UNIT or CA AGREEMENT NAME:	
2. NAME OF OPERATOR: Enduring Resources, LLC		9. WELL NAME and NUMBER: Rainbow 11-24-23-20	
3. ADDRESS OF OPERATOR: 475 17th St., Ste 1500 CITY Denver STATE CO ZIP 80220		PHONE NUMBER: (303) 350-5114	10. FIELD AND POOL, OR WILDCAT: Undesignated
4. LOCATION OF WELL (FOOTAGES) AT SURFACE: 1792' FWL - 2,171' FSL AT PROPOSED PRODUCING ZONE: Same		11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: NESW 20 11S 24E S	
14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE: 66 miles southeast of Vernal, UT		12. COUNTY: Uintah	13. STATE: UTAH
15. DISTANCE TO NEAREST PROPERTY OR LEASE LINE (FEET) 472'	16. NUMBER OF ACRES IN LEASE: 160	17. NUMBER OF ACRES ASSIGNED TO THIS WELL: 40 acres	
18. DISTANCE TO NEAREST WELL (DRILLING, COMPLETED, OR APPLIED FOR) ON THIS LEASE (FEET) 1,800' +	19. PROPOSED DEPTH: 6,449	20. BOND DESCRIPTION: RLB0008031	
21. ELEVATIONS (SHOW WHETHER DF, RT, GR, ETC.): 5912' KB-RT	22. APPROXIMATE DATE WORK WILL START: 1/25/2006	23. ESTIMATED DURATION: 20 days	

**PROPOSED CASING AND CEMENTING PROGRAM**

SIZE OF HOLE	CASING SIZE, GRADE, AND WEIGHT PER FOOT	SETTING DEPTH	CEMENT TYPE, QUANTITY, YIELD, AND SLURRY WEIGHT			
20"	14" line pipe	40	3 yards	Ready Mix		
11"	8-5/8" J-55 24#	2,016	Premium Lead	138 sxs	3.50	11.1
			Premium Tail	138 sxs	1.15	15.8
7-7/8"	4-1/2" N-80 11.6#	6,449	Class G	59 sxs	3.3	11.0
			50/50 Poz Class G	744 sxs	1.56	14.3

**ATTACHMENTS**

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

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

**CONFIDENTIAL**

NAME (PLEASE PRINT) Arlian (AI) Arlian TITLE Landman - Regulatory Specialist  
SIGNATURE [Signature] DATE 11/30/2005

(This space for State use only)

API NUMBER ASSIGNED: 43-047-32460

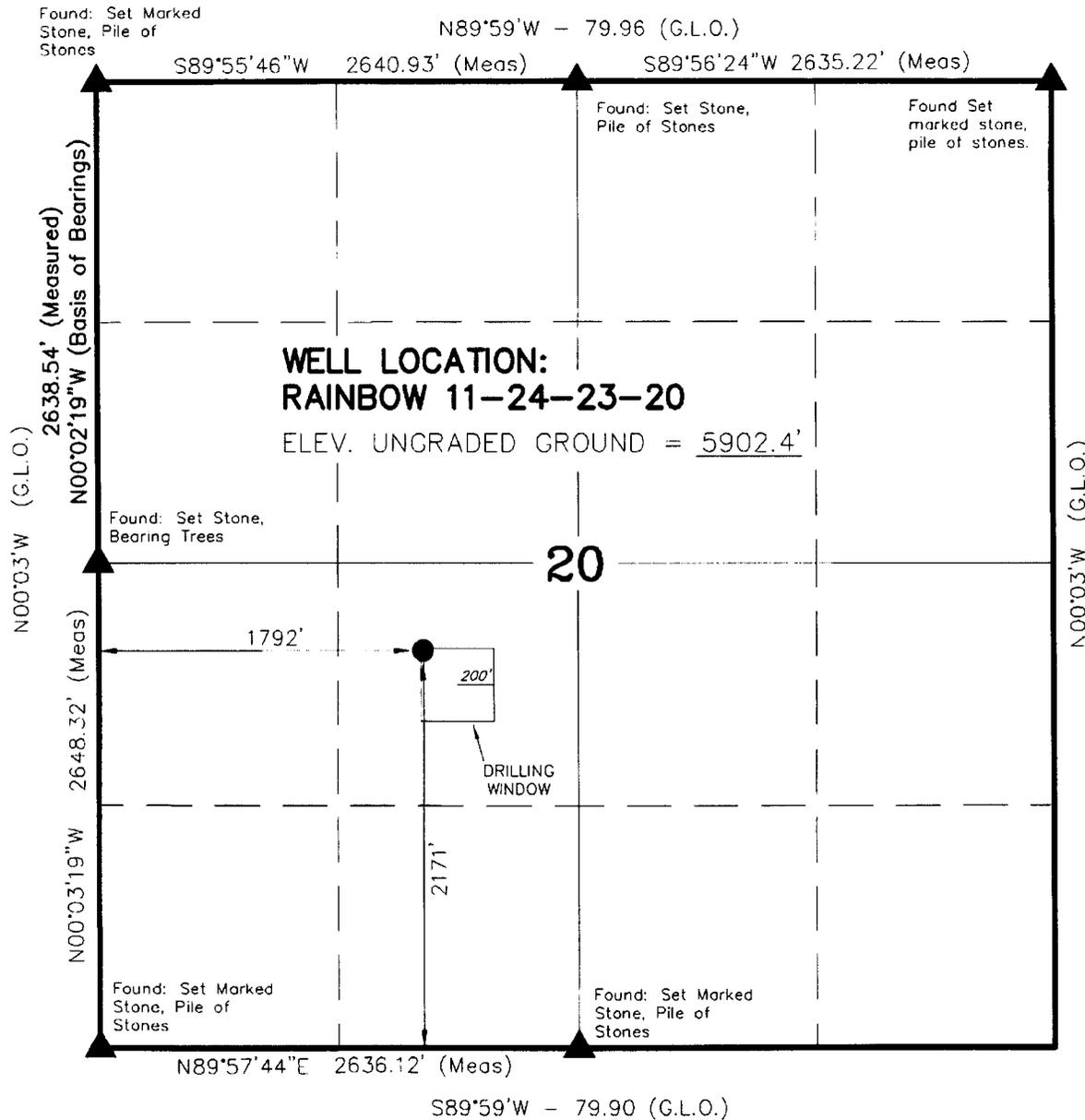
**Approved by the**  
**Utah Division of**  
**Oil, Gas and Mining**

APPROVAL  
Date: 12-29-05  
By: [Signature]

**RECEIVED**  
**DEC 02 2005**

# T11S, R24E, S.L.B.&M.

# ENDURING RESOURCES



WELL LOCATION, RAINBOW 11-24-23-20, LOCATED AS SHOWN IN THE NE 1/4 SW 1/4 OF SECTION 20, T11S, R24E, S.L.B.&M. UTAH COUNTY, UTAH.

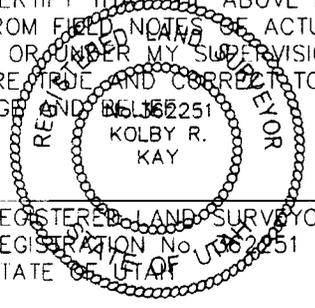
**NOTES:**

1. Well footages are measured at right angles to the Section Lines.
2. Bearings are based on Global Positioning Satellite observations.



DISTANCE TO NEAREST WELL			
FROM WELL	TO WELL	COURSE	DISTANCE
11-24-23-20	11-24-22-20	N09°15'02"W	1095.93'

THIS IS TO CERTIFY THAT THE ABOVE PLAT 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.



REGISTERED LAND SURVEYOR  
REGISTRATION No. 062251  
STATE OF UTAH

▲ = SECTION CORNERS LOCATED  
BASIS OF ELEVATION IS BENCH MARK 89 EAM 1965 LOCATED IN THE WEST 1/2 OF SECTION 5, T12S, R24E, S.L.B.&M. THE ELEVATION OF THIS BENCH MARK IS SHOWN ON THE ARCHY BENCH SE 7.5 MIN. QUADRANGLE AS BEING 6075'.

**RAINBOW 11-24-23-20  
(Proposed Well Head)  
NAD 83 Autonomous**  
LATITUDE = 39° 50' 46.26"  
LONGITUDE = 109° 15' 27.69"

## TIMBERLINE LAND SURVEYING, INC.

38 WEST 100 NORTH. - VERNAL, UTAH 84078  
(435) 789-1365

DATE SURVEYED: 10-12-05	SURVEYED BY: K.R.K.	<b>SHEET 2 OF 10</b>
DATE DRAWN: 10-13-05	DRAWN BY: C.B.T.	
SCALE: 1" = 1000'	Date Last Revised:	

50512  
1186  
UT 0276.01

RIGHT-OF-WAY and DAMAGE AGREEMENT

THIS AGREEMENT is made and entered into by and between, AMERICAN GILSONITE COMPANY, (hereinafter referred to as "Grantor") and ENDURING RESOURCES, LLC (hereinafter referred to as "Grantee") effective April 15, 2005

WHEREAS, Grantor is the surface owner of NESW Section 20 Township 11 South, Range 24 East, Uintah County, Utah (hereinafter referred to as the "Land(s)").

WHEREAS, Grantee desires to enter onto and cross such Lands for the purpose of drilling an exploratory oil and/or gas well, Rainbow 11-24-23-20 ("Well"), located in the NESW, Section 20 Township 11 South, Range 24 East, Uintah County, Utah (hereinafter referred to as the "Drillsite").

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- I. Grantee shall pay Grantor the sum of \$3,000.00 up front payment for damages to surface of the Lands for road access to the Drillsite and for the Drillsite for the drilling of the Well. Within sixty days of completion of the Well either as a producer or a plugged and abandoned well, Grantee shall survey the new access road and the Drillsite to compensate Grantor for any additional damage that may have occurred during drilling and completion operations. Compensation will be on a \$3,000.00 per acre cost for any damages exceeding 4.0 acres and such compensation, if due, will be paid within thirty (30) days of the surveyor's report being released. Grantee shall utilize existing access routes to the maximum extent feasible, so as to minimize surface disturbances for access to facilities.
- II. Grantee and their assigns or agents shall have the right to use a reasonable amount of access road across the Lands and shall have the right to move derricks, drilling tools, vehicles, and all other machinery and equipment necessary or incident to the re-drilling, drilling, testing completion, operation of the Well. Such activity shall be restricted to existing public roads or access roads covered by this agreement. Any roads or surface facilities may be relocated at Grantor's expense if needed due to gilsonite mining or processing in the future.
- III. This Agreement and the rights granted herein are effective and shall continue in full force and effect so long as operations are conducted on the Well. Upon execution of this Agreement, all payments due hereunder shall be paid concurrently. Operations are defined under terms of the oil and gas lease with Grantor, and under the Rules and Regulations defined by the State of Utah.
- IV. Cattle guards and gates will be constructed, if requested by Grantor, at all places where the openings go through the existing fences and gates will be kept closed at all times except when opened for passage of traffic. Also, gates shall be installed to limit access to producing wells on roads constructed by Grantee if by mutual agreement between Grantee and Grantor.
- V. If there is any fill used for roads constructed across any drainage, then culverts will be used for the free flow of water through said drainage.

- VI. If the access road departs from existing established roadways and new construction is required, topsoil will be segregated and stockpiled for replacement during reclamation activities.
- VII. It is understood that any road constructed across the said Lands shall not exceed 30 feet in total width, including the total disturbed area between the outside of each berm, without the prior approval of Grantor.
- VIII. Upon completion of the Well as a dry hole and the subsequent abandonment thereof, and at the request of the Grantor, and drill pads and newly constructed road will be restored and seeded within 180 days to the condition it was in prior to commencement of operations insofar as reasonably possible. Any preexisting roads, and the improvements thereto, which are constructed by Grantee, shall be left in a good and useable condition for the continued use by Grantor. Reclaimed areas will be reseeded with a wildlife mixture approved by the Utah Division of Wildlife.
- IX. In the event that the Well is completed as a producer of oil and/or gas, Grantee shall build and maintain a permanent access road in conformance with the already established county road including any variances granted by the county by existing roads to the Drillsite. Disturbed areas not used for production will be regraded and seeded with an approved wildlife seed mix within 90 days unless prohibited by weather.
- X. Upon completion of the Well as a well capable of oil and/or gas production, this Agreement shall continue in full force and effect and Grantee shall pay in advance to Grantor an annual access rental of \$3,000, \$2,000 per pad and \$1,000 per acre of roadway (30-foot width, or a minimum of \$3,000 to include the pad and roadway for each well, whichever is greater, on or before January 31<sup>st</sup> of each year thereafter until the subject well is plugged and abandoned and operations cease thereon.
- XI. It is expressly understood that the settlement amounts in paragraph I are only for construction of a road and drilling location and it is not a settlement for any damages to contiguous property, personal property of the Grantor or a release of any personal injuries that may be sustained by reason of the operations carried on by Grantee or its agents.
- XII. This Agreement does not cover pipeline easements and Grantee acknowledges that it must secure a separate agreement prior to laying pipeline related to production of gas or oil on Grantor's lands.
- XIII. This Agreement shall not be assigned, nor the rights of Grantee hereunder transferred in any manner without the prior written consent of Grantor, which consent shall not be unreasonably withheld.
- XIV. Grantee shall comply at its own expense with the Workman's Compensation Law of the State of Utah and shall maintain such insurance throughout the duration of this Agreement, and shall furnish Grantor prior to beginning work on the Lands evidence of such insurance and at each policy period thereafter renewal evidence

that such insurance is being maintained. Grantee, with respect to its operation in connection with this Agreement, shall also purchase or provide for (1) comprehensive general public liability insurance with a combined single limit not less than One Million Dollars (\$1,000,000) for bodily injury and property damage; and (ii) automobile insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury or property damage. At Grantor's request, Grantee shall furnish Grantor with a certificate or certificates of insurance secured and maintained hereunder and Grantor shall be an additional insured thereon.

- XV. In the event any person or entity (including Grantor) suffers a loss of any kind or character, or death or injury, (1) as a result of a breach of this Agreement by Grantee, or its agents, contractors, or employees, or (2) as a result of Grantee or its agents, contractors or employees performing on the Drillsite or elsewhere, any action, directly or indirectly, in furtherance of a right hereunder, or (3) from any cause whatsoever while being on the Lands and the Drillsite to conduct any work or service for Grantee shall reimburse, indemnify, defend and hold harmless Grantor for any and all losses, costs, claims, liability, litigation, demands, damages and expenses (including all attorney fees) of every kind or character which Grantor may suffer or be subject to as a result of said loss or injury whether or not such losses, costs, claims, liabilities, litigation, demands, damages, and expenses (including all attorney fees) result from the condition of Grantor's premises or facilities, unless through the sole negligence of Grantor or its agents.
- XVI. Grantee shall provide Grantor with not less than forty-eight (48) hours advance notice, either by phone or in person, of Grantee's intent to enter upon the Land for the purpose of commencing operations thereon. Grantee shall conduct its operations in such a manner as to use no more Land than is reasonably necessary and shall use all reasonable efforts not to interfere with the use of the Land by any grazing permittees. All drilling fluid pits shall be fenced within ten days of end of drilling the Well as a producer or dry hole and then the pits will be reclaimed and reseeded within 180 days of the completion of the well as a producer or a dry hole. Surface structures shall be fenced, if they represent a potential hazard to livestock, by mutual agreement between Grantor and Grantee. The type of fencing to be mutually agreed upon by Grantor and Grantee. Grantee will have ten days to effect repairs or problems with fences when notified by e-mail or in writing by Grantor. Grantor can request an extension of the closure of pits beyond the 180 days from the completion of the Well if closing the pits represents a potential hazard or closing the pits at that time will not comply with the State of Utah's reclamation requirements. An extension will not be unreasonably withheld.
- XVII. Grantee shall have the right at any time, and from time to time, to remove any or all property, fixtures, equipment and materials, placed by Grantee on the Land, including the right to draw and remove casing. Within 90 days after plugging of the Well this agreement will expire and Grantee shall remove all remaining property, fixtures, equipment and materials that were placed by Grantee on the Land. Such removal shall be accomplished at Grantee's sole cost, risk and expense. If such items are not removed within 90 days, Grantor shall have the

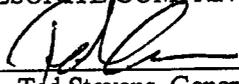
right to remove those items from the Land and bill the associated cost for such removal to Grantee.

- XVIII. This agreement restricts the Grantee's use of Grantor's lands to the sole purpose of exploration and production of oil and/or gas at this specific site. It does not grant Grantee, its contractors, or its agents the right to use the Grantor's property for any other purpose.
- XIX. All operations of Grantee hereunder which involve drilling for and producing of oil and gas, or both, or the cessation, or abandonment, of its operations shall be conducted in a good and workmanlike manner and in accordance with standard oil field practices and in accordance with all applicable federal, state and local statutes and regulations including specifically, but not by way of limitation, such laws and regulations governing the operation, maintenance and reclamation of well sites, pipelines, tank batteries, and other related facilities as may be utilized by Grantee and its operations hereunder. Grantee shall further adhere to and abide by all federal, state and local environment statutes and regulations addressing air, water, and solid waste pollution and the handling storage, storage use and disposal of hazardous substances as prescribed in the Comprehensive Environmental Response, Compensation and Liability Act of 1986, 42 U.S.C. & 9601, et seq. (CERCLA). Grantee shall provide Grantor with copies of all applications for environmental laws, governmental requests for any information pertaining to environmental issues relating to the Land or products produced therefrom or Grantee's use thereof, copies of any responses from Grantee's to said requests, and any environmental investigations, reports, or studies involving the Land or products produced therefrom or the use thereof by Grantee which from time to time, may be obtained from Grantee.
- XX. Grantee also agrees to abide by the laws of regulations of the State of Utah designed to protect gilsonite deposits, including but not limited to those specific rules set forth in the General Rules and Regulations of the Utah Board of Oil, Gas and Mining, as amended, pertaining to such matters.
- XXI. The provisions hereof shall be considered as covenants running with the Land during the life of the Agreement and all modifications thereof, and any assignment of the Agreement shall be subject to the provisions thereof.
- XXII. This Agreement shall not be terminated in whole or in part, nor Grantee held liable for damages, because of a temporary cessation of production of drilling operations due to breakdown of equipment or due to the repairing of a well or wells or because of failure to comply with any of the express provisions or implied covenants of this Agreement if such failure is the result of the exercise of governmental authority, war, armed hostilities, act of God, strike, civil disturbance, fire, explosion, flood or any other cause, including lack of market, beyond the control of Grantee.
- XXIII. Any controversy or claim, whether based in contract, tort or otherwise arising in any way out of, relating to on in connection with this Agreement (a "Dispute") shall be finally settled by arbitration conducted expeditiously in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA"). In the event of a conflict between this Article and the

Rules, this Article shall govern. The attorney/client and work product privileges will be honored in the arbitration as though the case were being determined in a Utah state court. The arbitration shall be conducted before one independent and impartial arbitrator selected by the AAA pursuant to the Rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16, to the exclusion of any provision of Utah law inconsistent therewith and which would produce a different result, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Salt Lake City, Utah, and the cost of the arbitration proceeding shall be borne equally by the parties to this agreement and each party shall bear its own attorney's fees, and other expenses, provided that the arbitrator may award attorney fees, filing fees, and costs to the prevailing party as the arbitrator deems reasonable and fair. The arbitrators shall determine the claims of the parties and render their final award in accordance with the substantive law of the State of Utah exclusive of its conflict of law rules. The limitations of any actions will be determined under Utah law. The arbitrator shall permit and facilitate such discovery as the arbitrator determines is appropriate in the circumstances, taking into account the needs of the parties and the desirability of making discovery expeditious and cost-effective. The arbitrator shall actively manage the proceedings as the arbitrator deems best so as to make the proceedings fair, expeditious, economical, and less burdensome than litigation. The procedures specified in this section shall be the exclusive means of resolution of Disputes between the parties, provided that either party may seek injunctive action before a court of competent jurisdiction to prevent the occurrence of irreparable harm pending resolution of a Dispute pursuant to the provisions of this section.

XXIV. This agreement constitutes the entire Agreement between the parties hereto as to the subject matters herein set forth and supersedes all prior written or oral agreements relative thereto. No change, modification, alteration or amendment to this Agreement shall be binding upon the parties hereto except as specifically expressed in writing and signed by each party agreeing to be bound thereby.

AMERICAN GILSONITE COMPANY, Grantor

By:   
Ted Stevens, General Counsel

ENDURING RESOURCES, LLC, Grantee

By:   
Alex Campbell, Vice President

Enduring Resources, L.L.C.  
 475 17TH STREET, SUITE 1500  
 DENVER, CO 80202  
 PH. 303-573-1222

VENDOR NAME		VENDOR NO.	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
AMERICAN GILSONITE COMPANY		1747	Dec-21-2005	2347	\$6,000.00
VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
12-AP-161	121905	12/19/05	6,000.00	0.00	6,000.00
TOTAL INVOICES PAID					6,000.00

*Rainbow*  
*11-21-23-20*      *UTO276*

*SDA for Rainbow 11-24-12-20 and 11-24-23-20*

PAYEE: DETACH AND RETAIN FOR TAX PURPOSES

THIS CHECK HAS A COLORED FACE ON WHITE STOCK AND AN ARTIFICIAL WATERMARK ON THE BACK

Enduring Resources, L.L.C.  
 475 17TH STREET, SUITE 1500  
 DENVER, CO 80202  
 PH. 303-573-1222

US BANK  
 2347/1020

2347

CHECK NUMBER	DATE	PAY EXACTLY
2347	Dec-21-2005	\$6,000.00

BY **\$6,000dols00cts**  
 EXACTLY SIX THOUSAND DOLLARS AND 00 CENTS

TO THE ORDER OF AMERICAN GILSONITE COMPANY  
 200 PAGE MILL ROAD  
 PALO ALTO, CA 94306

⑈0000002347⑈ ⑆10200002⑆ 103690000775⑈

**ENDURING RESOURCES, LLC**

425 Seventeenth Street, Suite 1500  
Denver, Colorado 80202  
Telephone: 303-573-1222  
Facsimile: 303-573-0461

November 30, 2005

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

Attention: Diana Whitney

**RE: Rainbow 11-24-23-20  
Application for Permit to Drill**

Dear Ms. Whitney

Attached are two original applications to drill for the above-referenced proposed well. Also enclosed is a "blacked out" copy of our landowner agreement.

Enduring Resources, LLC respectfully requests that this information, and future information, be held confidential.

Should you have any questions concerning this matter, please do not hesitate to call (303-350-5114)

Very truly yours

**ENDURING RESOURCES, LLC**



Alvin R. (Al) Arlian  
Landman – Regulatory Specialist

ara/  
Attachments as stated:

RECEIVED

DEC 02 2005

DIV. OF OIL, GAS & MINING

**Enduring Resources, LLC**  
**Rainbow 11-24-23-20**  
**NESW Sec 20 T11S-R24E**  
**Uintah County, Utah**  
**Lease #: Fee**

**ONSHORE ORDER 1 - DRILLING PLAN**

**1. Estimated Tops of Geological Markers:**

Formation	Depth (K.B.)
Uinta	Surface
Green River	574'
Wasatch	2773'
Mesaverde	4204'
Castlegate	6449'

**2. Estimated Depths of Anticipated Water, Oil, Gas or Other Minerals: (5912.2' estimated KB)**

Substance	Formation	Depth (K.B.)
	KB-Uinta Elevation: 5912'	
Oil / Gas	Green River	574'
Oil /Gas	Wasatch	2773'
Oil /Gas	Mesaverde	4204'
	Castlegate	6449'
	Estimated TD	6449'

**3. Pressure Control Equipment: (3000 psi schematic attached)**

- A. Type: Eleven (11) inch double gate hydraulic BOP with eleven (11) inch annular preventer on 3,000 psi casinghead, with 3,000 psi choke manifold equipped per the attached diagram. BOPE as specified in *Onshore Oil & Gas Order Number 2*. A PVT, stroke counter and flow sensor will be installed to check for flow and monitor pit volume.
- B. Pressure Rating: 3,000 psi BOPE
- C. Kelly will be equipped with upper and lower Kelly valves.
- D. Testing Procedure: Annular Preventer

At a minimum, the annular preventer will be pressure tested to 50% of the stack rated working pressure for a period of ten (10) minutes or until provisions of the test are met, whichever is longer.

At a minimum, the above pressure test will be performed:

1. When the annular preventer is initially installed;
2. Whenever any seal subject to test pressure is broken;
3. Following related repairs; and
4. At thirty (30) day intervals.

In addition to the above, the annular preventer will be functionally operated at least weekly.

### Blow-Out Preventer

At a minimum, the BOP, choke manifold, and related equipment will be pressure tested to the approved working pressure of the BOP stack (if isolated from the surface casing by a test plug) or to 70% of the internal yield strength of the surface casing (if the BOP is not isolated from the casing by a test plug). Pressure will be maintained for a period of at least ten (10) minutes or until the requirements of the test are met, whichever is longer.

At a minimum, the above pressure test will be performed:

1. When the BOP is initially installed;
2. Whenever any seal subject to test pressure is broken;
3. Following related repairs; and
4. At thirty (30) day intervals.

In addition to the above, the pipe and blind rams will be activated each trip, but not more than once each day. All BOP drills and tests will be recorded in the IADC driller's log.

#### E. Miscellaneous Information:

The blowout preventer and related pressure control equipment will be installed, tested and maintained in compliance with the specifications in and requirements of *Onshore Oil & Gas Order Number 2*.

Single Shot directional surveys will be dropped every 2000 feet. Maximum allowable angle is 5 degrees.

#### 4. Proposed Casing & Cementing Program:

##### A. Casing Program: All New

Hole Size	Casing Size	Wt./Ft.	Grade	Joint	Depth Set (MD)
20"	14" O.D.				40' (GL)
11"	8-5/8"	24#	J-55	ST&C	0 – 2,016' (KB) est.
7-7/8"	4-1/2"	11.6#	N-80	LT&C	0 – 6,449' (KB)

The surface casing will have guide shoe, 1 joint, insert float collar. Centralize the shoe joint with bowspring centralizers in the middle and top of the joint and the next 16 joints with bowspring centralizers on every other collar (8 centralizers total). Thread lock guide shoe.

Casing string(s) will be pressure tested to 0.22 psi/foot of casing string length or 1500 psi, whichever is greater (not to exceed 70% of the internal yield strength of the casing), after cementing and prior to drilling out from under the casing shoe.

#### B. Casing Design Parameters:

Depth (MD)	Casing	Collapse(psi)/SF	Burst (psi)/SF	Tension(mlbs)/SF
40' (GL)	14" OD			
2016' (KB)	8-5/8", 24#/ft, J55, STC	1370/1.52(a)	2950/3.28(b)	244/5.81(c)
6449' (KB)	4-1/2", 11.6#/ft, N-80, LTC	6350/1.90 (d)	7780/2.52 (e)	223/3.47 (f)

- (a.) based on full evacuation of pipe with 8.6 ppg fluid on annulus
- (b.) based on 8.6 ppg gradient with no fluid on annulus
- (c.) based on casing string weight in 8.6 ppg mud
- (d.) based on full evacuation of pipe with 10.0 ppg fluid on annulus
- (e.) based on 9.2 ppg gradient, gas to surface, with no fluid on annulus, no gas gradient
- (f.) based on casing string weight in 9.2 ppg mud

#### PROPOSED CEMENTING PROGRAM

##### Surface Casing (if well will circulate)-Cemented to surface

CASING	SLURRY	FT. of FILL	CEMENT TYPE	SXS	EXCESS (%)	WEIGHT (ppg)	YIELD (ft <sup>3</sup> /sx)
8-5/8"	Lead	1516	Premium cement + 16% gel + 0.25 pps celloflake	138	25%	11.1	3.50
8-5/8"	Tail	500	Premium cement + 2% CaCl <sub>2</sub> + 0.25 pps celloflake	138	25%	15.8	1.15

A cement top job is required if cement fallback is greater than 10' below ground level. Top job (weight 15.8 ppg, yield 1.15 ft<sup>3</sup>/sx) cement will be premium cement w/ 3% CaCl<sub>2</sub>+0.25 pps celloflake. Volume as required

##### Surface Casing (if well will not circulate) - Cemented to surface

CASING	SLURRY	FT. of FILL	CEMENT TYPE	SXS	EXCESS (%)	WEIGHT (ppg)	YIELD (ft <sup>3</sup> /sx)
8-5/8"	Lead	500	Premium cement + 2% CaCl <sub>2</sub> + 0.25 pps celloflake	138	25	15.8	1.15
8-5/8"	Top job	As req.	Premium cement + 3% CaCl <sub>2</sub> + 0.25 pps celloflake	As Req.		15.8	1.15

**Production Casing and Liner - Cemented TD to 300' above base of surface casing**

CASING	SLURRY	FT. of FILL	CEMENT TYPE	SXS	EXCESS (%)	WEIGHT (ppg)	YIELD (ft <sup>3</sup> /sx)
4-1/2"	Lead	857	Class "G" + 5% NaCl + 12% Gel + 0.25 pps celloflake + 0.2% antifoam + 0.25% fluid loss + 1% extender	59	25	11.0	3.3
4-1/2"	Tail	4076	50/50 POZ Class G + 2% gel + 1% CaCl <sub>2</sub> + 0.2% dispersant + 0.2% fluid loss + 0.1% antifoam	744	25	14.3	1.56

Cement volumes for the 4-1/2" Production Casing will be calculated to provide a top of cement to 300' above base of surface casing. Cement volumes are approximate and were calculated under the assumption that a gauge hole will be achieved. Actual cement volumes may vary due to variations in the actual hole size and will be determined by running a caliper log on the drilled hole. Actual cement types may vary due to hole conditions and cement contractor used.

All waiting on cement (WOC) times will be adequate to achieve a minimum of 500 psi compressive strength at the casing shoe prior to drilling out.

**5. Drilling Fluids (mud) Program:**

Interval (MD)	Mud Weight	Fluid Loss	Viscosity	Mud Type
0' - 2016' (KB)		No cntrl		Air/mist
2000'-3000' (KB)	8.4-8.6	No cntrl	28-36	Water
3000'-6449' (KB)	8.8-10.2	8 - 10 ml	32-42	Water/Gel

Sufficient mud material(s) to maintain mud properties, control lost circulation and contain a blowout will be available at the well site during drilling operations.

**6. Evaluation Program:**

Tests: No tests are currently planned.

Coring: No cores are currently planned.

Samples: No sampling is currently planned.

Logging

- Dual Induction – SFL /Gamma Ray/Caliper/SP/TDLT/CNL/ML  
TD to Base Surface Casing
- Cement Bond Log / Gamma Ray:  
TD to Base of Surface Casing or Top of Cement if below Base of Surface Casing

Stimulation: A stimulation or frac treatment will be designed for completion of this well based on openhole log analysis. The drill site, as approved, will be sufficient size to accommodate all completion activities.

**7. Abnormal Conditions:**

No abnormal temperatures or pressures are anticipated. No H<sub>2</sub>S has been encountered or known to exist from previous wells drilled to similar depths in the general area.

Maximum anticipated bottom hole pressure equals approximately 3,353 psi (calculated at 0.52psi/foot of hole) and maximum anticipated surface pressure equals approximately 1,935 psi (anticipated bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot of hole).

**8. Anticipated Starting Dates:**

- Anticipated Commencement Date- Within one year of APD issue.
- Drilling Days- Approximately 10 days
- Completion Days - Approximately 10 days
- Anticipate location construction within 30 days of permit issue.

**9. Variances:**

None anticipated

**10. Other:**

A Cultural Resource Inventory and Paleontology reconnaissance shall be conducted for the well location, access route and pipeline. The reports shall be submitted to the Division of Oil, Gas and Mining.

**ENDURING RESOURCES**  
**Rainbow 11-24-23-20**  
**NESW - Section 20, T11S, R24E, S.L.B.&M.**

FROM THE INTERSECTION OF U.S. HIGHWAY 40 AND 500 EAST STREET IN VERNAL, UTAH PROCEED IN AN EASTERLY THEN SOUTHERLY DIRECTION ALONG U.S. HIGHWAY 40 APPROXIMATELY 3.3 MILES TO THE JUNCTION OF STATE HIGHWAY 45; EXIT RIGHT AND PROCEED IN A SOUTHERLY DIRECTION ALONG STATE HIGHWAY 45 APPROXIMATELY 40.5 MILES TO THE JUNCTION OF THE DRAGON ROAD (COUNTY B ROAD 4180). THIS ROAD IS LOCATED APPROXIMATELY 4.8 MILES SOUTH OF BONANZA, UTAH. EXIT LEFT AND PROCEED IN A SOUTHEASTERLY DIRECTION ALONG COUNTY B ROAD 4180 APPROXIMATELY 4.0 MILES TO THE JUNCTION OF THE KINGS WELLS ROAD (COUNTY B ROAD 4190). EXIT RIGHT AND PROCEED IN A SOUTHWESTERLY DIRECTION ALONG COUNTY B ROAD 4190 APPROXIMATELY 8.7 MILES TO THE JUNCTION OF THE ATCHEE RIDGE ROAD (COUNTY B ROAD 4270). CONTINUE ALONG COUNTY B ROAD 4190 IN A SOUTHWESTERLY DIRECTION APPROXIMATELY 4.3 MILES TO THE JUNCTION OF THE LONG DRAW ROAD (COUNTY B ROAD 4260). CONTINUE ALONG COUNTY B ROAD 4190 IN A SOUTHERLY, THEN WESTERLY DIRECTION APPROXIMATELY 2.3 MILES TO THE JUNCTION OF A COUNTY D ROAD. EXIT RIGHT AND PROCEED IN A NORTHERLY DIRECTION ALONG THE COUNTY D ROAD APPROXIMATELY 3.5 MILES TO THE PROPOSED ACCESS ROAD. FOLLOW ROAD FLAGS IN A SOUTHEASTERLY DIRECTION APPROXIMATELY 85 FEET TO THE PROPOSED LOCATION.

TOTAL DISTANCE FROM VERNAL, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 66.6 MILES IN A SOUTHEASTERLY DIRECTION.

**Enduring Resources, LLC  
Rainbow 11-24-23-20  
NESW Sec 20 T11S-R24E  
Uintah County, Utah  
Lease #: Fee**

**MULTI-POINT SURFACE USE & OPERATIONS PLAN**

**1. Existing Roads:**

**Directions to the Rainbow 11-24-23-20 Well Pad**

FROM THE INTERSECTION OF U.S. HIGHWAY 40 AND 500 EAST STREET IN VERNAL, UTAH PROCEED IN AN EASTERLY THEN SOUTHERLY DIRECTION ALONG U.S. HIGHWAY 40 APPROXIMATELY 3.3 MILES TO THE JUNCTION OF STATE HIGHWAY 45; EXIT RIGHT AND PROCEED IN A SOUTHERLY DIRECTION ALONG STATE HIGHWAY 45 APPROXIMATELY 40.5 MILES TO THE JUNCTION OF THE DRAGON ROAD (COUNTY B ROAD 4180). THIS ROAD IS LOCATED APPROXIMATELY 4.8 MILES SOUTH OF BONANZA, UTAH. EXIT LEFT AND PROCEED IN A SOUTHEASTERLY DIRECTION ALONG COUNTY B ROAD 4180 APPROXIMATELY 4.0 MILES TO THE JUNCTION OF THE KINGS WELLS ROAD (COUNTY B ROAD 4190). EXIT RIGHT AND PROCEED IN A SOUTHWESTERLY DIRECTION ALONG COUNTY B ROAD 4190 APPROXIMATELY 8.7 MILES TO THE JUNCTION OF THE ATCHEE RIDGE ROAD (COUNTY B ROAD 4270). CONTINUE ALONG COUNTY B ROAD 4190 IN A SOUTHWESTERLY DIRECTION APPROXIMATELY 4.3 MILES TO THE JUNCTION OF THE LONG DRAW ROAD (COUNTY B ROAD 4260). CONTINUE ALONG COUNTY B ROAD 4190 IN A SOUTHERLY, THEN WESTERLY DIRECTION APPROXIMATELY 2.3 MILES TO THE JUNCTION OF A COUNTY D ROAD. EXIT RIGHT AND PROCEED IN A NORTHERLY DIRECTION ALONG THE COUNTY D ROAD APPROXIMATELY 3.5 MILES TO THE PROPOSED ACCESS ROAD. FOLLOW ROAD FLAGS IN A SOUTHEASTERLY DIRECTION APPROXIMATELY 85 FEET TO THE PROPOSED LOCATION.

TOTAL DISTANCE FROM VERNAL, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 66.6 MILES IN A SOUTHEASTERLY DIRECTION.

**2. Planned Access Roads:**

The proposed access road will be approximately 625 feet of new construction (ON-LEASE). Primarily to reroute the existing road around the well pad. There will be no new access road construction or surface disturbance (OFF-LEASE) needed. The balance of access will be by using existing BLM and Fee roads. Please refer to Topo Map "B" for the takeoff point for the new ON-LEASE road construction.

The proposed access road will be utilized to transport personnel, equipment and supplies to and from the proposed well site during drilling, completion and production operations. The road will be utilized year round.

The access road will be crowned 2% to 3%, ditched and constructed with a running surface of 18 feet and a maximum disturbed width of 30 feet right-of-way. Maximum grade of road is 5% or less. Graveling or capping the roadbed will be performed as necessary to provide a well constructed, safe road. No fence crossings, culverts, turnouts, cattle guards or major cuts and fills are required. Prior to construction or upgrading, the proposed road shall be cleared of any snow and allowed to dry completely.

Surface disturbance and vehicular traffic will be limited to the proposed location and proposed access route. Any additional area needed will be approved in advance. All construction shall be in conformance with the standards outlined in the BLM and Forest Service publication: Surface Operating Standards for Oil and Gas Exploration and Development. 1989.

The road surface and shoulders will be kept in a safe usable condition and will be maintained in accordance with the original construction standards. All drainage ditches will be kept clear and free flowing and will be maintained according to original construction standards. The access road surface will be kept free of trash during operations. All traffic will be confined to the approved disturbed surface. Road drainage crossings shall be designed so they will not cause siltation or accumulation of debris in the drainage crossing nor shall the drainages be blocked by the road bed. Erosion of drainage ditches by runoff water shall be prevented by diverting water off at frequent intervals by means of cutouts. Upgrading shall not be allowed during muddy conditions. Should mud holes develop, they shall be filled in and detours around them avoided. When snow is removed from the road during the winter months, the snow shall be pushed outside of the borrow ditches and the turnouts kept clear so that snowmelt will be channeled away from the road.

**3. Location of Existing Wells within a One-Mile radius (See "Topo" Map "C" attached):**

The following wells are wells located within a one (1) mile radius of the proposed location.

- |    |        |                              |
|----|--------|------------------------------|
| a. | None:  | Water Wells:                 |
| b. | None:  | Injection Wells:             |
| c. | None:  | Producing Wells:             |
| d. | None:  | Drilling Wells:              |
| e. | None:  | Shut-in Wells:               |
| f. | None:  | Temporarily Abandoned Wells: |
| g. | None:  | Disposal Wells:              |
| h. | None:  | Abandoned Wells:             |
|    |        | i. Rainbow Unit #6           |
| i. | None:  | Dry Holes:                   |
| j. | None:  | Observation Wells:           |
| k. | Three: | Pending (staked) Wells:      |
|    |        | i. Rainbow 11-24-14-20       |

- ii. Rainbow 11-24-12-20
- iii. Rainbow 11-24-13-20
- iv. Rainbow 11-24-32-20
- v. Rainbow 11-24-22-20
- vi. Rainbow 11-24-42-20
- vii. Rainbow 11-24-41-20
- viii. Rainbow 11-24-31-20
- ix. Rainbow 11-24-21-20
- x. Rainbow 11-24-11-20
- xi. Rainbow 11-24-44-17
- xii. Rainbow 14-17
- xiii. Rainbow 11-24-14-17
- xiv. Rainbow 11-24-13-17
- xv. Rainbow 11-24-23-17
- xvi. Rainbow 11-24-33-17

#### 4. Location of Existing and/or Proposed Facilities:

All production facilities will be located on the disturbed portion of the well pad and at a minimum of 25 feet from the toe of the back slope or the top of the fill slope.

A dike will be constructed completely around those production facilities which contain fluids (i.e. production tanks, produced water tanks and/or heater treater). These dikes will be constructed of compacted subsoil, be impervious, hold 100% of the capacity of the largest tank and be independent of the back cut.

All permanent (on site for six months or longer) above the ground structures constructed or installed, including pumping units, will be painted a flat, non-reflective, earth tone color to match one of the standard environmental colors, as determined by the rocky Mountain Five State Inter-Agency Committee

All facilities will be painted within 6 months of installation. The color shall be Carlsbad Canyon (2.5Y 6/2). Facilities required to comply with the Occupational Safety and Health Act (OSHA) will be excluded.

Any necessary pits will be properly fenced to protect livestock and prevent wildlife entry.

Gas Gathering Pipeline:	ON-LEASE	130'	American Gilsonite
	OFF-LEASE	-0'	n/a

If the well is capable of economic production, a surface gas gathering line and related equipment shall be installed. The surface gas gathering line shall be in use year round. A total of approximately 130 feet of surface gas gathering pipeline shall be laid on the surface to minimize surface disturbance:

- a. ON-LEASE approximately 130 feet, of 6 inch or less diameter steel, unpainted, welded gas gathering line is proposed.
- b. NO OFF-LEASE

The proposed pipeline will begin at the well site; continue along the lease road west to the existing pipeline located just west of the well pad. The proposed gathering line will be placed above ground adjacent to the proposed and existing access route. The line will be welded together and pulled from the well site location and tie-in point when practical; however, it may be necessary to utilize the access road for welding of the line. The line will then be boomed off to the side of the road. The gas meter run will be located within 500 feet of the wellhead. The meter run will be housed. The gas gathering line will be buried or anchored down from the wellhead to the meter.

Upon plugging and abandonment, the gas gathering line will be removed and the disturbed area will be re-contoured and restored as near as practical to the original condition. If necessary, re-seeding operations will be performed after completion of other reclamation operations.

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

Water will be obtained from the White River by Tu and Frum, Inc. Water User Claim #49-2185, Application #T75517, or by Target Trucking Water User Claim #43-2195, or by Dalbo Inc. Water User Claim #43-8496

Water will be hauled to the location over the roads marked on "Topo" Maps "A" and "B."

No water well is to be drilled on this lease.

**6 Source of Construction Materials:**

Surface and subsoil materials in the immediate area will be utilized for location and access road construction.

Any gravel will be obtained from a commercial source; however, gravel sized rock debris associated with location and access road construction may be used as access road surfacing material.

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

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

Drilling fluids, including salts and chemicals, will be contained in the reserve pit will be removed and disposed of at an approved waste disposal facility within 120 days after drilling is terminated.

The reserve pit will be constructed on the location and will not be located within natural drainage, 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 leak, break or allow discharge of liquids.

The reserve pit will be lined with ¼ felt and a minimum of 16 mm plastic with sufficient bedding used to cover any rocks. The liner will overlap the pit walls and be covered with dirt and/or rocks to hold it in place. No trash or scrap that could puncture the will be disposed of in the pit.

A chemical portable toilet will be furnished with the drilling rig. The toilet will be replaced periodically utilizing a licensed contractor to transport by truck the portable chemical toilet so that its contents can be delivered to the Vernal Wastewater Treatment Facility in accordance with state and county regulations.

Garbage, trash and other waste materials will be collected in a portable, self-contained, fully enclosed trash cage during operations. No trash will be burned on location.

All debris and other waste material 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 fencing will be maintained until such time as the pits are backfilled.

No chemicals subject to reporting under SARA Title III (hazardous materials) in an amount greater than 10,000 pounds will be used, produced, stored, transported or disposed of in association with the drilling, completion or testing of this well. Furthermore, no extremely hazardous substances, as defined in 40 CFR 355, in threshold planning quantities, will be used, produced, stored, transported or disposed of in association with the drilling, completion or testing of this well.

Produced oil will be stored in an oil tank and then hauled by truck to a crude purchaser facility. Any produced water from the proposed well will be contained in a water tank and will then be hauled by truck to an approved disposal site.

**8. Ancillary Facilities:**

During drilling operations, approximately 20 days, the site will be a manned camp. Three or four additional trailers will be on location to serve as the crews' housing and eating facilities. These will be located on the perimeter of the pad site within the topsoil stockpiles. Refer to Sheet 4.

**9. Well Site Layout: (Refer to Sheets #2, #3, and #4)**

The attached Location Layout Diagrams described drill pad cross-sections, cuts and fills and locations of the mud tanks, reserve pit, flare pit, pipe racks, trailer parking, spoil dirt stockpile(s) and surface material stockpiles(s).

Please see the attached diagram for rig orientation and access roads.

The top soil will be windrowed rather than piled. It will be reseeded and track walker at the time the location is constructed. Seeding will be with the determined during the onsite. (Refer to "Seed Mixture for Windrowed Top Soil Will included:" following herein.

The top soil removed from the pit area will be store separately and will not be reseeded until the pit is reclaimed.

All pits shall be fence to the following minimum standards:

- a. 39 inch net wire shall be used with at least one strand of barbed wire on top of the net wire. Barbed wire is not necessary if pipe or some type of reinforcement rod is attached to the top of the entire fence.
- b. The net wire shall be no more than 2 inches above the ground. The barbed wire shall be 3 inches over the new wire. Total height of the fence shall be at least 42 inches.
- c. Corner posts shall be cemented and/or braced in such a manner to keep the fence tight at all times.
- d. Standard steel, wood or pipe posts shall be used between the corner braces. Maximum distance between any two fence posts shall be no greater than 16 feet.
- e. All wire shall be stretched by, using a stretching device, before it is attached to corner posts.
- f. The reserve pit fencing will be on three sides during drilling operations and on the fourth side when the rig moves off location. Pits will be fenced and maintained until cleanup.
- g. Location size may change prior to drilling the well due to the current rig availability. If the proposed location is not large enough to accommodate the drilling, the location will be re-surveyed and a Form 9 will be submitted.

#### 10. **Plans for Surface Reclamation:**

##### **Producing Location:**

- a. Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, equipment, materials, trash and debris not required for production.
- b. Immediately upon well completion, any hydrocarbons in the pit shall be removed in accordance with 40CFR 3162.7.
- c. Before any dirt work associated with location 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.
- d. The reserve pit and that portion of the location not needed for production facilities/operations will be re-contoured to the approximated natural contours. The reserve pit will be reclaimed within 90 days from the date of well completion, weather permitting.
- e. To prevent surface water(s) from standing (ponding) on the reclaimed reserve pit area, final reclamation of the reserve pit will consist of "mounding" the surface 3 feet above surrounding round surface to allow the reclaimed pit area to drain effectively.
- f. Upon completion of back filling, leveling and re-contouring, the stockpiled topsoil will be spread evenly over the reclaimed area(s).

**Dry Hole/Abandoned Location:**

- i. Abandoned well sites, roads and other disturbed areas will be restored as nearly as practical to their original condition. Where applicable, these conditions include the re-establishment of irrigation systems, the re-establishment of appropriate soil conditions and re-establishment of vegetation as specified.
- ii. All disturbed surfaces will be re-contoured to the approximated natural contours with reclamation of the well pad and access road to be performed as soon as practical after final abandonment. If necessary, re-seeding operations will be performed after completion of other reclamation operations.

**Seed Mixture for Windrowed Top Soil Will Included:**

To be provided by DOG&M and/or American Gilsonite.

**11. Surface Ownership: Location, Access and Pipeline Route:**

Wellsite: American Gilsonite

Access: American Gilsonite

Pipeline: American Gilsonite

**12. Other Information****On-site Inspection for Location, Access and Pipeline Route:**

Pending.

**Special Conditions of Approval:**

None.

**Archeology:**

- a. A Cultural Resource Inventory Report is pending and to be prepared by Montgomery Archaeological Consultants.

**Paleontology:**

- a. A Paleontology Reconnaissance Report is pending and to be prepared by Intermountain Paleo-Consulting.

If, during operations, any archaeological or historical sites, or any objects of antiquity (subject to the Antiquities Act of June 8, 1906) are discovered, all operations which would affect such sites will be suspended and the discovery reported promptly to the surface management agency.

**13, Lessee's or Operator's Representatives:**

**Representatives:**

Alvin R. (Al) Arlian  
Landman – Regulatory Specialist  
Enduring Resources, LLC  
475 17<sup>th</sup> Street, Suite 1500  
Denver, Colorado 80202  
Office Tel: 303-350-5114  
Fax Tel: 303-573-0461  
[aarlian@enduringresources.com](mailto:aarlian@enduringresources.com)

Frank Hutto  
Vice President – Operations  
Enduring Resources, LLC  
475 17<sup>th</sup> Street, Suite 1500  
Denver, Colorado 80202  
Office Tel: 303-573-5102  
Fax Tel: 303-573-0461  
[fhutto@enduringresources.com](mailto:fhutto@enduringresources.com)

## RIGHT-OF-WAY and DAMAGE AGREEMENT

THIS AGREEMENT is made and entered into by and between, AMERICAN GILSONITE COMPANY, (hereinafter referred to as "Grantor") and ENDURING RESOURCES, LLC (hereinafter referred to as "Grantee") effective April 15, 2005

WHEREAS, Grantor is the surface owner of NESW Section 20 Township 11 South, Range 24 East, Uintah County, Utah (hereinafter referred to as the "Land(s)").

WHEREAS, Grantee desires to enter onto and cross such Lands for the purpose of drilling an exploratory oil and/or gas well, Rainbow 11-24-23-20 ("Well"), located in the NESW, Section 20 Township 11 South, Range 24 East, Uintah County, Utah (hereinafter referred to as the "Drillsite").

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- I. Grantee shall pay Grantor the sum of \$[REDACTED] up front payment for damages to surface of the Lands for road access to the Drillsite and for the Drillsite for the drilling of the Well. Within sixty days of completion of the Well either as a producer or a plugged and abandoned well, Grantee shall survey the new access road and the Drillsite to compensate Grantor for any additional damage that may have occurred during drilling and completion operations. Compensation will be on a \$[REDACTED] per acre cost for any damages exceeding 4.0 acres and such compensation, if due, will be paid within thirty (30) days of the surveyor's report being released. Grantee shall utilize existing access routes to the maximum extent feasible, so as to minimize surface disturbances for access to facilities.
- II. Grantee and their assigns or agents shall have the right to use a reasonable amount of access road across the Lands and shall have the right to move derricks, drilling tools, vehicles, and all other machinery and equipment necessary or incident to the re-drilling, drilling, testing completion, operation of the Well. Such activity shall be restricted to existing public roads or access roads covered by this agreement. Any roads or surface facilities may be relocated at Grantor's expense if needed due to gilsonite mining or processing in the future.
- III. This Agreement and the rights granted herein are effective and shall continue in full force and effect so long as operations are conducted on the Well. Upon execution of this Agreement, all payments due hereunder shall be paid concurrently. Operations are defined under terms of the oil and gas lease with Grantor, and under the Rules and Regulations defined by the State of Utah.
- IV. Cattle guards and gates will be constructed, if requested by Grantor, at all places where the openings go through the existing fences and gates will be kept closed at all times except when opened for passage of traffic. Also, gates shall be installed to limit access to producing wells on roads constructed by Grantee if by mutual agreement between Grantee and Grantor.
- V. If there is any fill used for roads constructed across any drainage, then culverts will be used for the free flow of water through said drainage.

- VI. If the access road departs from existing established roadways and new construction is required, topsoil will be segregated and stockpiled for replacement during reclamation activities.
- VII. It is understood that any road constructed across the said Lands shall not exceed 30 feet in total width, including the total disturbed area between the outside of each berm, without the prior approval of Grantor.
- VIII. Upon completion of the Well as a dry hole and the subsequent abandonment thereof, and at the request of the Grantor, and drill pads and newly constructed road will be restored and seeded within 180 days to the condition it was in prior to commencement of operations insofar as reasonably possible. Any preexisting roads, and the improvements thereto, which are constructed by Grantee, shall be left in a good and useable condition for the continued use by Grantor. Reclaimed areas will be reseeded with a wildlife mixture approved by the Utah Division of Wildlife.
- IX. In the event that the Well is completed as a producer of oil and/or gas, Grantee shall build and maintain a permanent access road in conformance with the already established county road including any variances granted by the county by existing roads to the Drillsite. Disturbed areas not used for production will be regraded and seeded with an approved wildlife seed mix within 90 days unless prohibited by weather.
- X. Upon completion of the Well as a well capable of oil and/or gas production, this Agreement shall continue in full force and effect and Grantee shall pay in advance to Grantor an annual access rental of \$██████, \$██████ per pad and \$██████ per acre of roadway (30-foot width, or a minimum of \$██████ to include the pad and roadway for each well, whichever is greater, on or before January 31<sup>st</sup> of each year thereafter until the subject well is plugged and abandoned and operations cease thereon.
- XI. It is expressly understood that the settlement amounts in paragraph I are only for construction of a road and drilling location and it is not a settlement for any damages to contiguous property, personal property of the Grantor or a release of any personal injuries that may be sustained by reason of the operations carried on by Grantee or its agents.
- XII. This Agreement does not cover pipeline easements and Grantee acknowledges that it must secure a separate agreement prior to laying pipeline related to production of gas or oil on Grantor's lands.
- XIII. This Agreement shall not be assigned, nor the rights of Grantee hereunder transferred in any manner without the prior written consent of Grantor, which consent shall not be unreasonably withheld.
- XIV. Grantee shall comply at its own expense with the Workman's Compensation Law of the State of Utah and shall maintain such insurance throughout the duration of this Agreement, and shall furnish Grantor prior to beginning work on the Lands evidence of such insurance and at each policy period thereafter renewal evidence

that such insurance is being maintained. Grantee, with respect to its operation in connection with this Agreement, shall also purchase or provide for (1) comprehensive general public liability insurance with a combined single limit not less than One Million Dollars (\$1,000,000) for bodily injury and property damage; and (ii) automobile insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury or property damage. At Grantor's request, Grantee shall furnish Grantor with a certificate or certificates of insurance secured and maintained hereunder and Grantor shall be an additional insured thereon.

XV. In the event any person or entity (including Grantor) suffers a loss of any kind or character, or death or injury, (1) as a result of a breach of this Agreement by Grantee, or its agents, contractors, or employees, or (2) as a result of Grantee or its agents, contractors or employees performing on the Drillsite or elsewhere, any action, directly or indirectly, in furtherance of a right hereunder, or (3) from any cause whatsoever while being on the Lands and the Drillsite to conduct any work or service for Grantee shall reimburse, indemnify, defend and hold harmless Grantor for any and all losses, costs, claims, liability, litigation, demands, damages and expenses (including all attorney fees) of every kind or character which Grantor may suffer or be subject to as a result of said loss or injury whether or not such losses, costs, claims, liabilities, litigation, demands, damages, and expenses (including all attorney fees) result from the condition of Grantor's premises or facilities, unless through the sole negligence of Grantor or its agents.

XVI. Grantee shall provide Grantor with not less than forty-eight (48) hours advance notice, either by phone or in person, of Grantee's intent to enter upon the Land for the purpose of commencing operations thereon. Grantee shall conduct its operations in such a manner as to use no more Land than is reasonably necessary and shall use all reasonable efforts not to interfere with the use of the Land by any grazing permittees. All drilling fluid pits shall be fenced within ten days of end of drilling the Well as a producer or dry hole and then the pits will be reclaimed and reseeded within 180 days of the completion of the well as a producer or a dry hole. Surface structures shall be fenced, if they represent a potential hazard to livestock, by mutual agreement between Grantor and Grantee. The type of fencing to be mutually agreed upon by Grantor and Grantee. Grantee will have ten days to effect repairs or problems with fences when notified by e-mail or in writing by Grantor. Grantor can request an extension of the closure of pits beyond the 180 days from the completion of the Well if closing the pits represents a potential hazard or closing the pits at that time will not comply with the State of Utah's reclamation requirements. An extension will not be unreasonably withheld.

XVII. Grantee shall have the right at any time, and from time to time, to remove any or all property, fixtures, equipment and materials, placed by Grantee on the Land, including the right to draw and remove casing. Within 90 days after plugging of the Well this agreement will expire and Grantee shall remove all remaining property, fixtures, equipment and materials that were placed by Grantee on the Land. Such removal shall be accomplished at Grantee's sole cost, risk and expense. If such items are not removed within 90 days, Grantor shall have the

right to remove those items from the Land and bill the associated cost for such removal to Grantee.

- XVIII. This agreement restricts the Grantee's use of Grantor's lands to the sole purpose of exploration and production of oil and/or gas at this specific site. It does not grant Grantee, its contractors, or its agents the right to use the Grantor's property for any other purpose.
- XIX. All operations of Grantee hereunder which involve drilling for and producing of oil and gas, or both, or the cessation, or abandonment, of its operations shall be conducted in a good and workmanlike manner and in accordance with standard oil field practices and in accordance with all applicable federal, state and local statutes and regulations including specifically, but not by way of limitation, such laws and regulations governing the operation, maintenance and reclamation of well sites, pipelines, tank batteries, and other related facilities as may be utilized by Grantee and its operations hereunder. Grantee shall further adhere to and abide by all federal, state and local environment statutes and regulations addressing air, water, and solid waste pollution and the handling storage, storage use and disposal of hazardous substances as prescribed in the Comprehensive Environmental Response, Compensation and Liability Act of 1986, 42 U.S.C. & 9601, et seq. (CERCLA). Grantee shall provide Grantor with copies of all applications for environmental laws, governmental requests for any information pertaining to environmental issues relating to the Land or products produced therefrom or Grantee's use thereof, copies of any responses from Grantee's to said requests, and any environmental investigations, reports, or studies involving the Land or products produced therefrom or the use thereof by Grantee which from time to time, may be obtained from Grantee.
- XX. Grantee also agrees to abide by the laws of regulations of the State of Utah designed to protect gilsonite deposits, including but not limited to those specific rules set forth in the General Rules and Regulations of the Utah Board of Oil, Gas and Mining, as amended, pertaining to such matters.
- XXI. The provisions hereof shall be considered as covenants running with the Land during the life of the Agreement and all modifications thereof, and any assignment of the Agreement shall be subject to the provisions thereof.
- XXII. This Agreement shall not be terminated in whole or in part, nor Grantee held liable for damages, because of a temporary cessation of production of drilling operations due to breakdown of equipment or due to the repairing of a well or wells or because of failure to comply with any of the express provisions or implied covenants of this Agreement if such failure is the result of the exercise of governmental authority, war, armed hostilities, act of God, strike, civil disturbance, fire, explosion, flood or any other cause, including lack of market, beyond the control of Grantee.
- XXIII. Any controversy or claim, whether based in contract, tort or otherwise arising in any way out of, relating to on in connection with this Agreement (a "Dispute") shall be finally settled by arbitration conducted expeditiously in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA"). In the event of a conflict between this Article and the

Rules, this Article shall govern. The attorney/client and work product privileges will be honored in the arbitration as though the case were being determined in a Utah state court. The arbitration shall be conducted before one independent and impartial arbitrator selected by the AAA pursuant to the Rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16, to the exclusion of any provision of Utah law inconsistent therewith and which would produce a different result, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Salt Lake City, Utah, and the cost of the arbitration proceeding shall be borne equally by the parties to this agreement and each party shall bear its own attorney's fees, and other expenses, provided that the arbitrator may award attorney fees, filing fees, and costs to the prevailing party as the arbitrator deems reasonable and fair. The arbitrators shall determine the claims of the parties and render their final award in accordance with the substantive law of the State of Utah exclusive of its conflict of law rules. The limitations of any actions will be determined under Utah law. The arbitrator shall permit and facilitate such discovery as the arbitrator determines is appropriate in the circumstances, taking into account the needs of the parties and the desirability of making discovery expeditious and cost-effective. The arbitrator shall actively manage the proceedings as the arbitrator deems best so as to make the proceedings fair, expeditious, economical, and less burdensome than litigation. The procedures specified in this section shall be the exclusive means of resolution of Disputes between the parties, provided that either party may seek injunctive action before a court of competent jurisdiction to prevent the occurrence of irreparable harm pending resolution of a Dispute pursuant to the provisions of this section.

XXIV. This agreement constitutes the entire Agreement between the parties hereto as to the subject matters herein set forth and supersedes all prior written or oral agreements relative thereto. No change, modification, alteration or amendment to this Agreement shall be binding upon the parties hereto except as specifically expressed in writing and signed by each party agreeing to be bound thereby.

MAILED  
11-30-2005  


AMERICAN GILSONITE COMPANY, Grantor

By: \_\_\_\_\_  
Ted Stevens, General Counsel

ENDURING RESOURCES, LLC, Grantee

By: \_\_\_\_\_  
Alex Campbell, Vice President

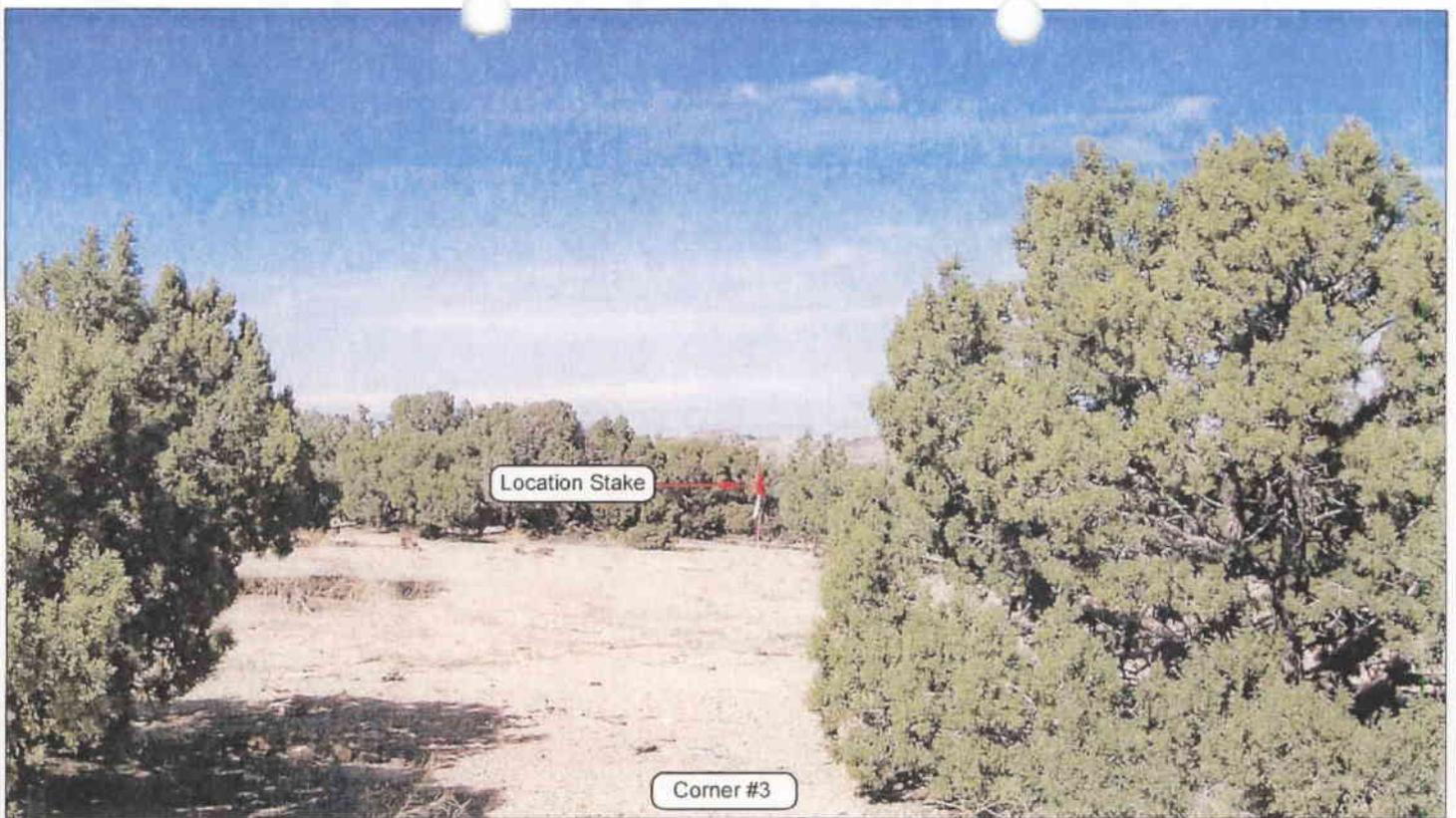


PHOTO VIEW: FROM CORNER #3 TO LOCATION STAKE

CAMERA ANGLE: NORTHWESTERLY



PHOTO VIEW: FROM BEGINNING OF PROPOSED ROAD

CAMERA ANGLE: SOUTHEASTERLY

**ENDURING RESOURCES**

**Rainbow 11-24-23-20  
SECTION 20 , T11S, R24E, S.L.B.&M.  
2171' FSL & 1792' FWL**

**LOCATION PHOTOS**

TAKEN BY: K.R.K.

DRAWN BY: B.J.Z.

DATE TAKEN: 10-12-05

DATE DRAWN: 10-20-05

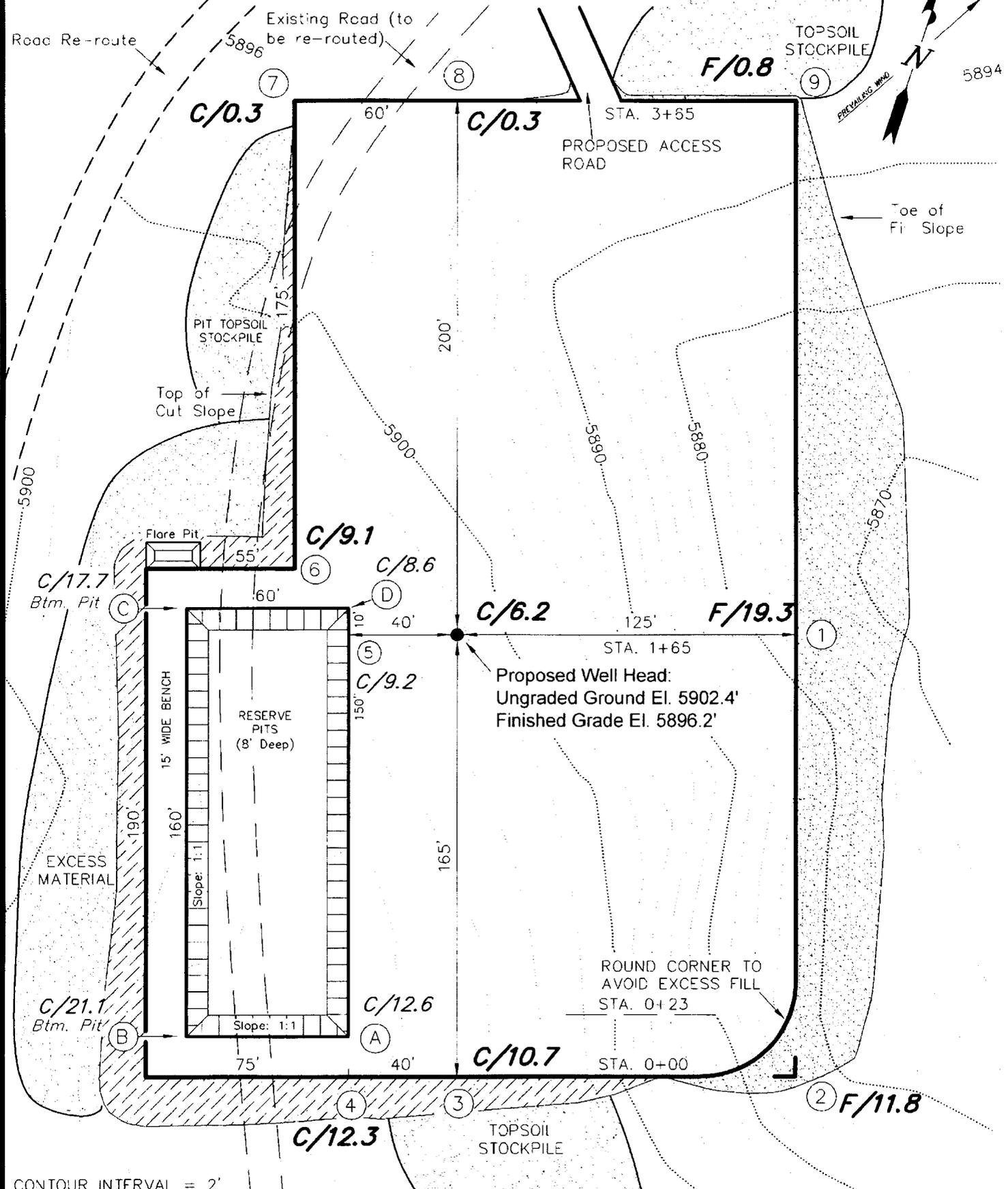
REVISED:

**Timberline Land Surveying, Inc.**  
38 West 100 North Vernal, Utah 84078  
(435) 789-1365

SHEET  
**1**  
OF 10

# LAND DURING RESOURCE

## CUT SHEET - RAINBOW 11-24-23-20

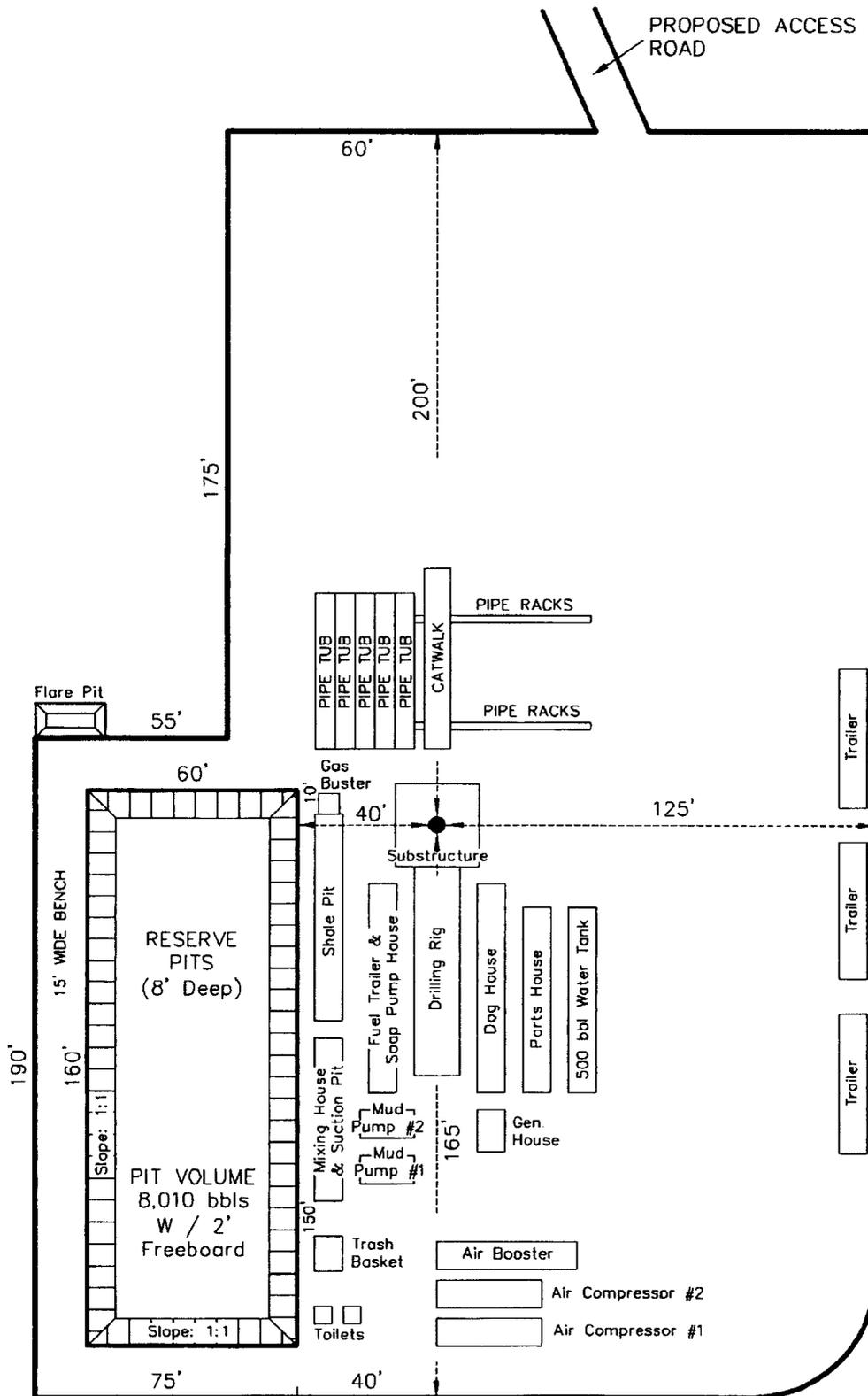


Section 20, T11S, R24E, S.L.B.&M.		Qtr/Qtr Location: NE SW		Footage Location: 2171' FSL 1792' FWL	
Date Surveyed: 10-12-05	Date Drawn: 10-13-05	Date Last Revision:		<b>Timberline</b> (435) 789-1365 Land Surveying, Inc. 38 WEST 100 NORTH VERNAL, UTAH 84078	
Surveyed By: K.R.K.	Drawn By: C.B.T.	Scale: 1" = 50'			
				<b>SHEET</b> <span style="font-size: 2em;">3</span> <b>OF 10</b>	



# L.DURING RESOURCE

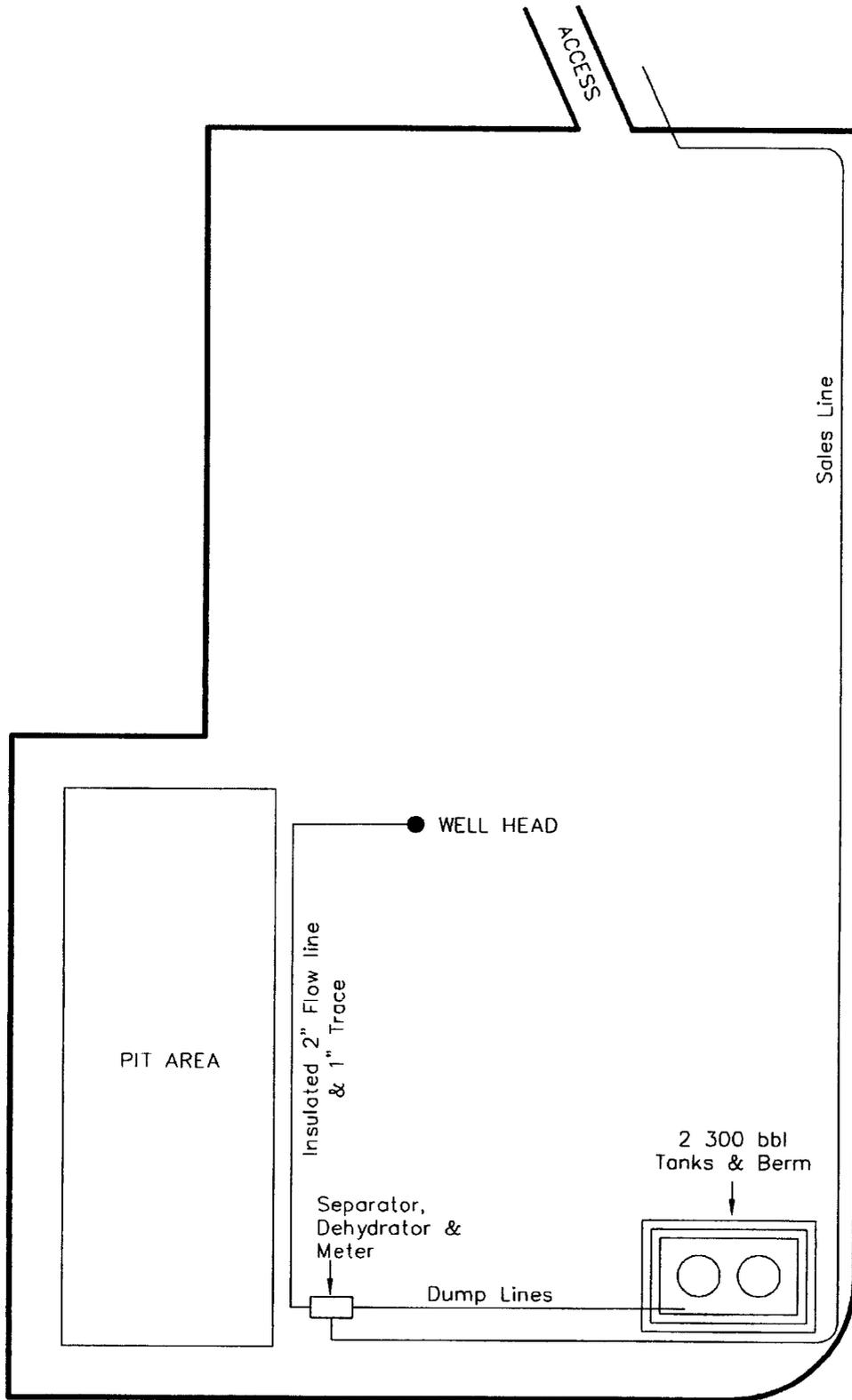
## TYPICAL RIG LAYOUT - RAINBOW 11-24-23-20



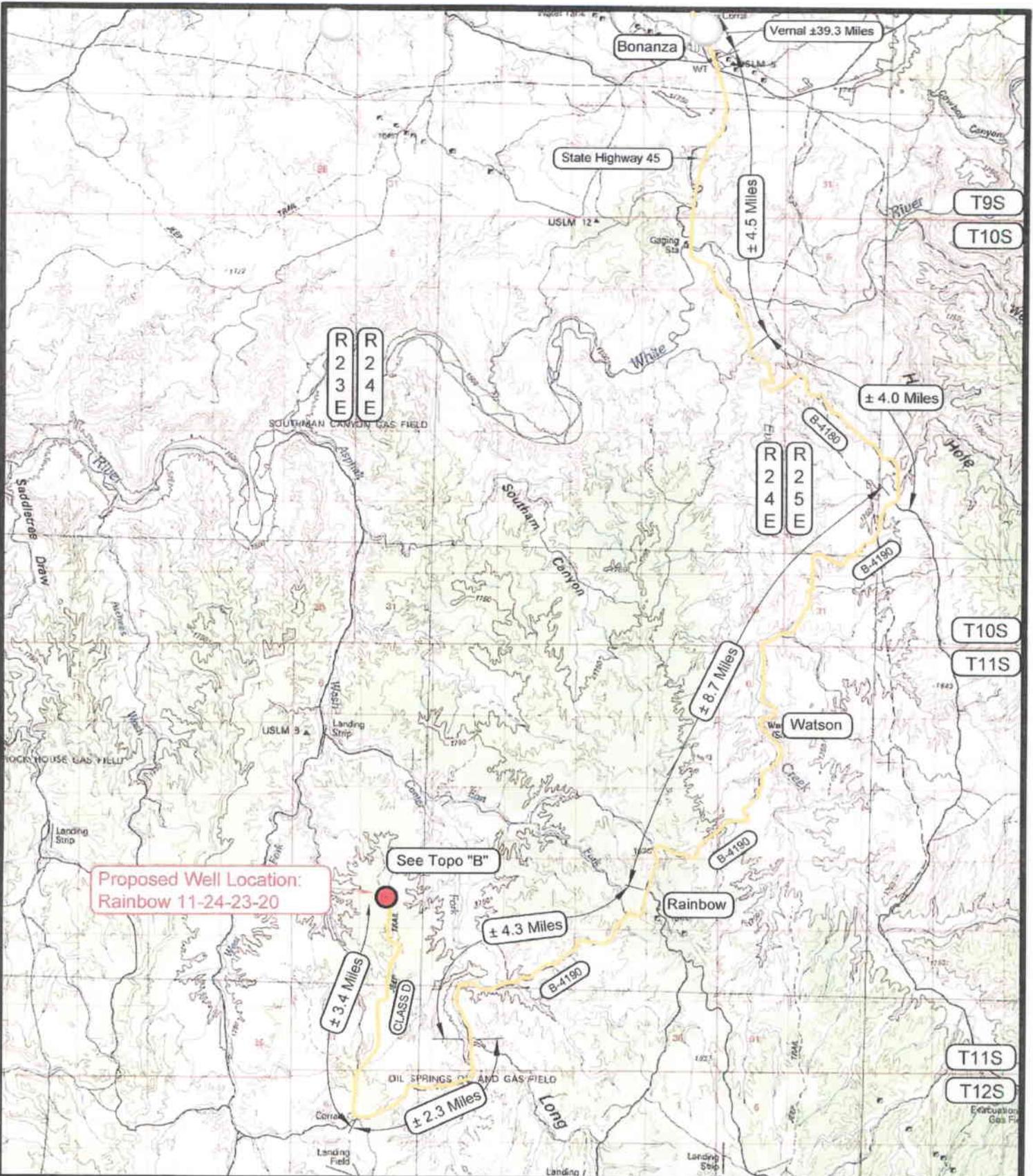
Section 20, T11S, R24E, S.L.B.&M.		Qtr/Qtr Location: NE SW	Footage Location: 2171' FSL 1792' FWL
Date Surveyed: 10-12-05	Date Drawn: 10-13-05	Date Last Revision:	<b>Timberline</b> (435) 789-1365 <i>Land Surveying, Inc.</i> 38 WEST 100 NORTH VERNAL, UTAH 84078
Surveyed By: K.R.K.	Drawn By: C.B.T.	Scale: 1" = 50'	
			SHEET <b>5</b> OF 10

# ENDURING RESOURCE

## TYPICAL PRODUCTION LAYOUT - RAINBOW 11-24-23-20



Section 20, T11S, R24E, S.L.B.&M.		Qtr/Qtr Location: NE SW	Footage Location: 2171' FSL 1792' FWL
Date Surveyed: 10-12-05	Date Drawn: 10-13-05	Date Last Revision:	<b>Timberline</b> (435) 789-1365 <i>Land Surveying, Inc.</i> 38 WEST 100 NORTH VERNAL, UTAH 84078
Surveyed By: K.R.K.	Drawn By: C.B.T.	Scale: 1" = 50'	
			SHEET 6 OF 10



Proposed Well Location:  
Rainbow 11-24-23-20

See Topo "B"

**LEGEND**

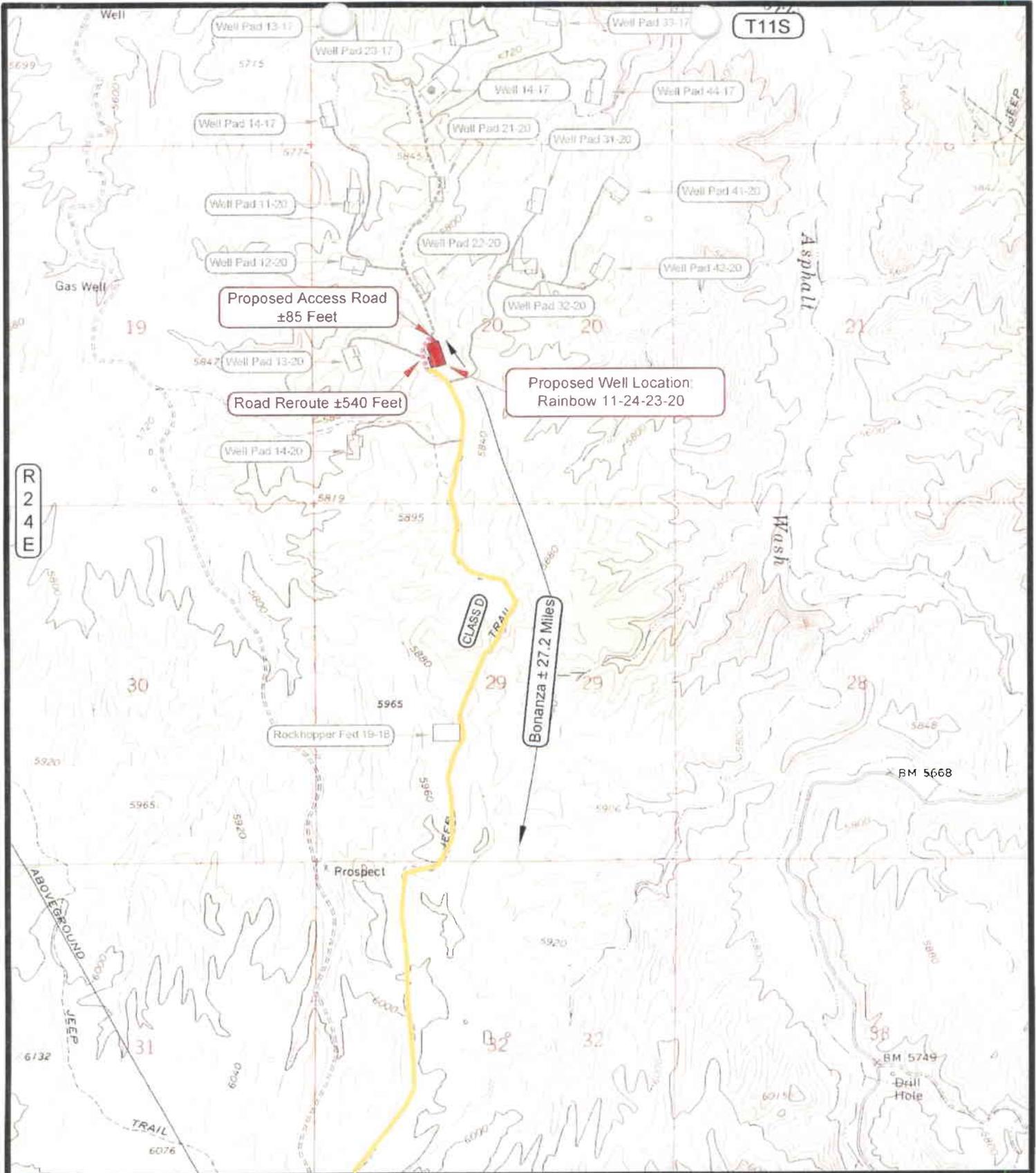
- = PROPOSED WELL LOCATION
- = EXISTING ROAD
- = EXISTING ROAD (TO BE IMPROVED)
- = PROPOSED ACCESS ROAD
- B-5460 = COUNTY ROAD CLASS & NUMBER

<b>TOPOGRAPHIC MAP "A"</b>		DATE SURVEYED: 10-12-05	
		DATE DRAWN: 10-13-05	
SCALE: 1:10,000'	DRAWN BY: C.B.T.	REVISED:	

**ENDURING RESOURCES**

**Rainbow 11-24-23-20**  
**SECTION 20, T11S, R24E, S.L.B.&M.**  
**2171' FSL & 1792' FWL**

<b>Timberline Land Surveying, Inc.</b> 38 West 100 North Vernal, Utah 84078 (435) 789-1365	<b>SHEET</b> <b>7</b> <b>OF 10</b>
--	--



**LEGEND**

- PROPOSED ACCESS ROAD
- = SUBJECT WELL
- = SHARED ACCESS
- = EXISTING ROAD
- = EXISTING ROAD (TO BE IMPROVED)
- B-5460 = COUNTY ROAD CLASS & NUMBER
- = LEASE LINE AND / OR PROPERTY LINE

**TOPOGRAPHIC MAP "B"**

SCALE: 1" = 2000'

DRAWN BY: BJ.Z

DATE SURVEYED: 10-12-05  
DATE DRAWN: 10-20-05

REVISED:

**ENDURING RESOURCES**

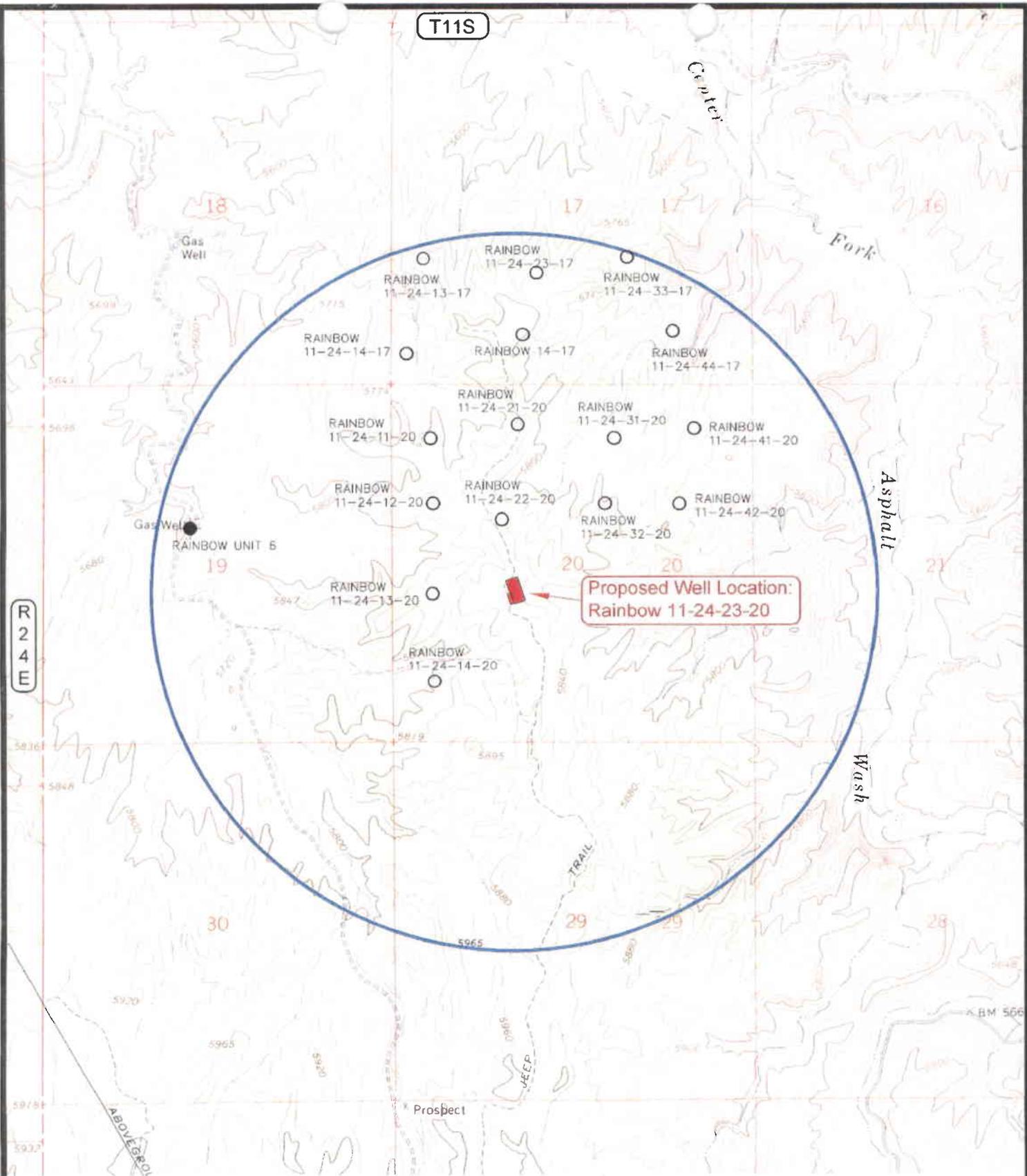
**Rainbow 11-24-23-20**  
**SECTION 20, T11S, R24E, S.L.B.&M.**  
**2171' FSL & 1792' FWL**

**Timberline Land Surveying, Inc.**  
38 West 100 North Vernal, Utah 84078  
(435) 789-1365

**SHEET**  
**8**  
**OF 10**

T11S

R 24 E



Proposed Well Location:  
Rainbow 11-24-23-20

**LEGEND**

- ⊗ = DISPOSAL WELL
- ⊙ = WATER WELL
- = PRODUCING WELL
- = ABANDONED WELL
- = SHUT IN WELL
- = TEMPORARILY ABANDONED WELL
- = PROPOSED WELL

**ENDURING RESOURCES**

**Rainbow 11-24-23-20**  
**SECTION 20, T11S, R24E, S.L.B.&M.**  
**2171' FSL & 1792' FWL**

**TOPOGRAPHIC MAP "C"**

DATE SURVEYED: 10-12-05

DATE DRAWN: 10-20-05

SCALE: 1" = 2000'

DRAWN BY: B.J.Z.

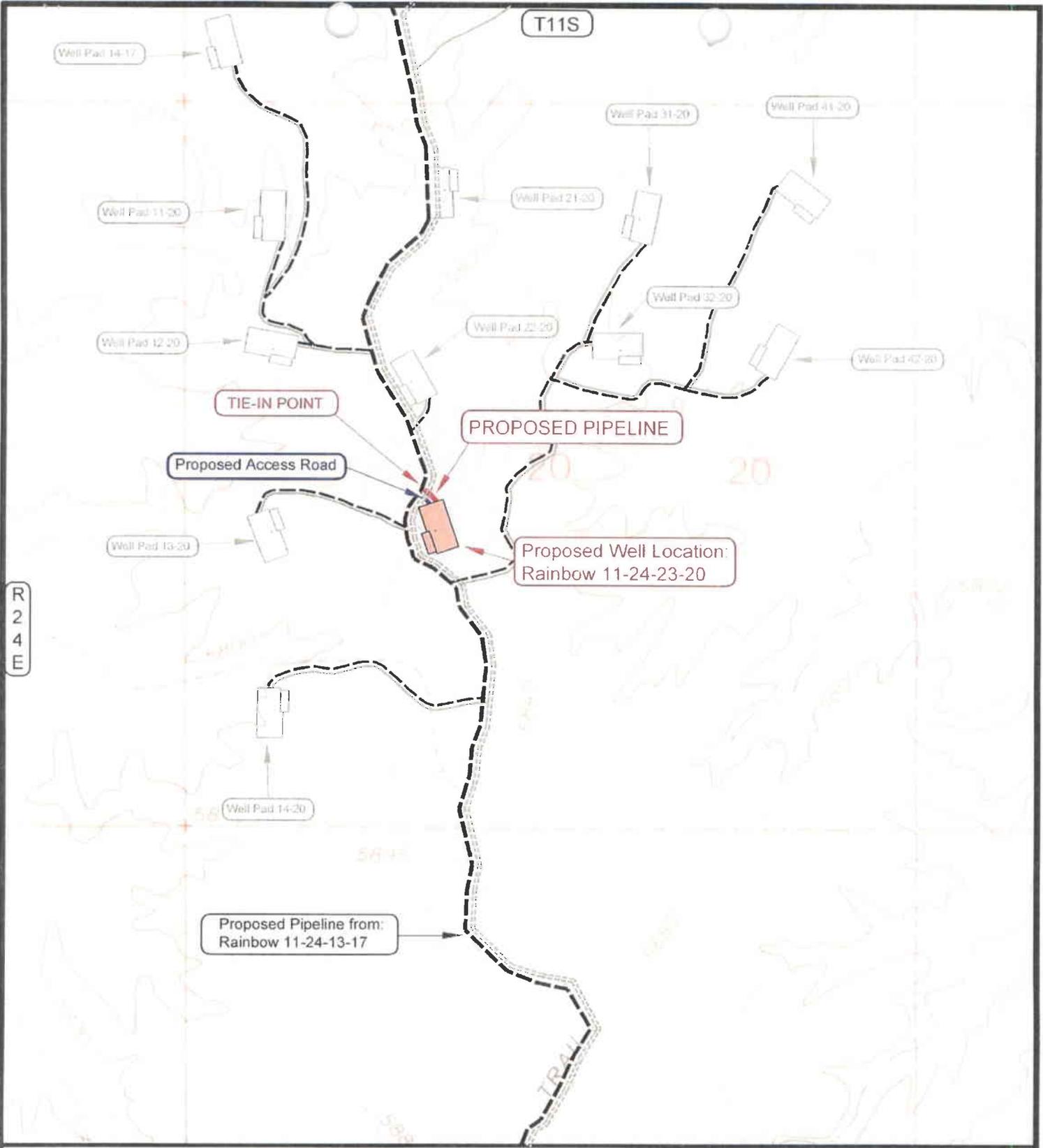
REVISED:

**Timberline Land Surveying, Inc.**

38 West 100 North Vernal, Utah 84078  
(435) 789-1365

**SHEET**  
**9**  
**OF 10**





APPROXIMATE PIPELINE LENGTH = 130 Feet

**LEGEND**

- = OTHER PIPELINE
- = PROPOSED PIPELINE
- = PROPOSED ACCESS ROAD
- = LEASE LINE AND / OR PROPERTY LINE

**ENDURING RESOURCES**

**Rainbow 11-24-23-20**  
**SECTION 20, T11S, R24E, S.L.B.&M.**  
**2171' FSL & 1792' FWL**

**TOPOGRAPHIC MAP "D"**

DATE SURVEYED: 10-12-05

DATE DRAWN: 10-20-05

SCALE: 1" = 1000'

DRAWN BY: B.J.Z.

REVISED:

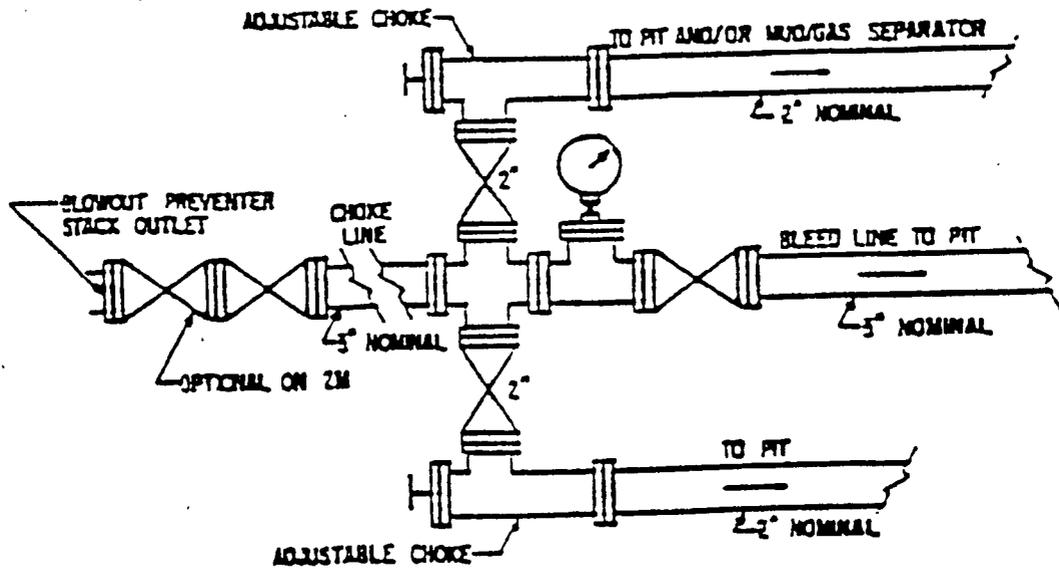
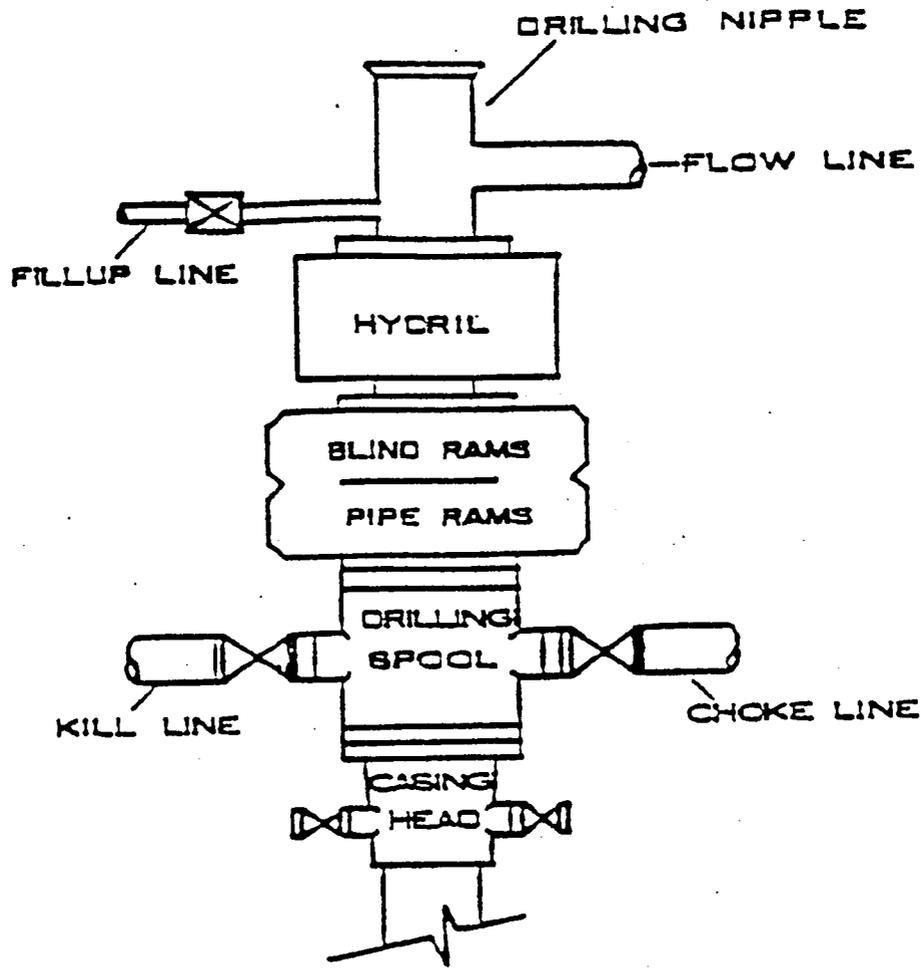
**Timberline Land Surveying, Inc.**

38 West 100 North Vernal, Utah 84078  
 (435) 789-1365

**SHEET**  
**10**  
**OF 10**

3,000 PSI

# EOP STACK



**WORKSHEET  
APPLICATION FOR PERMIT TO DRILL**

APD RECEIVED: 12/02/2005

API NO. ASSIGNED: 43-047-37460

WELL NAME: RAINBOW 11-24-23-20  
 OPERATOR: ENDURING RESOURCES, LLC ( N2750 )  
 CONTACT: AL ARLIAN

PHONE NUMBER: 303-350-5114

PROPOSED LOCATION:  
 NESW 20 110S 240E  
 SURFACE: 2171 FSL 1792 FWL  
 BOTTOM: 2171 FSL 1792 FWL  
 UINTAH  
 UNDESIGNATED ( 2 )

INSPECT LOCATN BY: / /		
Tech Review	Initials	Date
Engineering	DAN	1/11/06
Geology		
Surface		

LEASE TYPE: 4 - Fee  
 LEASE NUMBER: FEE  
 SURFACE OWNER: 4 - Fee  
 PROPOSED FORMATION: CSLGT  
 COALBED METHANE WELL? NO

LATITUDE: 39.84623  
 LONGITUDE: -109.2570

RECEIVED AND/OR REVIEWED:

Plat

Bond: Fed[] Ind[] Sta[] Fee[]  
 (No. RLB0008031 )

Potash (Y/N)

Oil Shale 190-5 (B) or 190-3 or 190-13

Water Permit  
 (No. 43-8496 )

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: \_\_\_\_\_  
 Eff Date: \_\_\_\_\_  
 Siting: \_\_\_\_\_

\_\_\_ R649-3-11. Directional Drill

COMMENTS: Needs Pressure (12-14-05)

STIPULATIONS: 1- Spacing Strip  
2- STATEMENT OF BASIS  
3- Surface Csg Cont Strip

RAINBOW 11-17  
 Ⓢ  
 FED N 24-17  
 FED N 24-17

T11S R24E

RAINBOW II-21-12-20  
 Ⓢ

20

RAINBOW II-24-23-20  
 Ⓢ

USE FIELD

RAINBOW UNIT

ASPHALT WA

OPERATOR: ENDURING RES LLC (N2750)

SEC: 20 T. 11S R. 24E

FIELD: UNDESIGNATED (002)

COUNTY: UINTAH

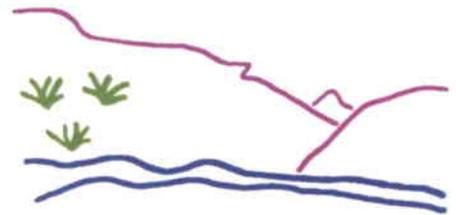
SPACING: R649-3-2 / GENERAL SITING

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

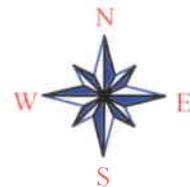
- Unit Status**
- ⬜ EXPLORATORY
  - ⬜ GAS STORAGE
  - ⬜ NF PP OIL
  - ⬜ NF SECONDARY
  - ⬜ PENDING
  - ⬜ PI OIL
  - ⬜ PP GAS
  - ⬜ PP GEOTHERML
  - ⬜ PP OIL
  - ⬜ SECONDARY
  - ⬜ TERMINATED

**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



Utah Oil Gas and Mining



PREPARED BY: DIANA WHITNEY  
 DATE: 5-DECEMBER-2005

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

**OPERATOR:** ENDURING RESOURCES, LLC  
**WELL NAME & NUMBER:** RAINBOW 11-24-23-20  
**API NUMBER:** 43-047-37460  
**LOCATION:** 1/4,1/4 NE/SW Sec: 20 TWP: 11S RNG: 24E 2171' FSL 1792 FWL

**Geology/Ground Water:**

Enduring proposes to set 2,016 feet of surface casing cemented to the surface. The base of the moderately saline water is estimated at 3,400 feet. A search of Division of Water Rights records shows two water wells within a 10,000 foot radius of the center of section 20. Both wells are over a mile from the proposed location. The wells are owned by the BLM and no depth is listed. The surface formation at this location is the Uinta/Green River Formation transition. The Uinta Formation is made up of discontinuous sands interbedded with shales and are not expected to produce prolific aquifers. The Green River Formation is made up of interbedded limestones, shales and sandstones. Fresh water aquifers can be found in the Green River Formation and should be protected. The proposed surface casing should adequately protect any potentially useable aquifers.

**Reviewer:** Brad Hill **Date:** 12-21-05

**Surface:**

The predrill investigation of the surface was performed on 12/14/05. The surface and minerals of this location are private, both owned by American Gilsonite Company of Bonanza, Ut.. Mr. Jared Jackson of American Gilsonite was invited to and attended this investigation.. He had no concerns regarding the construction of this location or the drilling of this well not covered in the Surface Use Agreement. A short access road entering the location from the south and not shown of the layout plan was discussed and will be constructed. This will provide access at both ends of the location. An existing oilfield development road will be moved to the west to miss he location as shown on the layout plan. The selected location appears to be the best site for constructing a pad and drilling and operating a well in the immediate area. No significant stability problems are anticipated.

**Reviewer:** Floyd Bartlett **Date:** 12/19/05

**Conditions of Approval/Application for Permit to Drill:**

1. A synthetic liner with a minimum thickness of 16 mils with a felt subliner shall be properly installed and maintained in the reserve pit.

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

OPERATOR: ENDURING RESOURCES, LLC  
WELL NAME & NUMBER: RAINBOW 11-24-23-20  
API NUMBER: 43-047-37460  
LEASE: FEE FIELD/UNIT: UNDESIGNATED  
LOCATION: 1/4,1/4 NE/SW Sec: 20 TWP: 11S RNG: 24E 2171' FSL 1792 FWL  
LEGAL WELL SITING: 460 F SEC. LINE; 460 F 1/4,1/4 LINE; 920 F ANOTHER WELL.  
GPS COORD (UTM): 649124 E 4411935 N SURFACE OWNER: American Gilsonite Co.

**PARTICIPANTS**

Floyd Bartlett (DOGGM), Douglas Hammond (Enduring Resources) Mike Stewart (Ponderosa Construction), Jared Jackson (American Gilsonite), Colby Kay (Timberline Land Surveying, Inc.)

**REGIONAL/LOCAL SETTING & TOPOGRAPHY**

The proposed Rainbow 11-24-23-20 well lies on a ridge separating the West Fork and Center Fork of Asphalt Draws. An existing recently improved oilfield development road runs from the south to the north through the location. The location is approximately 13 miles south west of Bonanza Ut, and approximately 66 miles southwest of Vernal, UT. Access from Bonanza is by State Highway then Uintah County roads to the divide between the Center and West Forks of Asphalt Wash, a distance of 15.3 miles then north along this divide 3.4 miles to the proposed location.

Topography in the general area is broad canyon bottoms separated by steep and often ledgy side-slopes, which top out onto broad ridge tops. Frequent outwash plains and deposits occur along the sides of the major bottoms. The drainages of Asphalt Wash are broad somewhat gentle alluvial washes, which are dry except for spring runoff and sometimes-intense summer rainstorms. The Asphalt Wash drainages collectively run northerly to the White River about six miles to the north.

The proposed location parallels the existing road on the east slope of a north-south running rounded ridge top. The east edge of the location slopes away moderately steep. The existing road will be re-routed to the west of the location. An additional access not shown on the plat will enter the location from the south.

**SURFACE USE PLAN**

CURRENT SURFACE USE: wildlife and domestic sheep grazing and hunting.

PROPOSED SURFACE DISTURBANCE: Approximately 100 feet of new access road and construction of a well location 365'x 225' plus a reserve pit and soil stockpile storage outside the described area.

LOCATION OF EXISTING WELLS WITHIN A 1 MILE RADIUS: See attached map from GIS database.

LOCATION OF PRODUCTION FACILITIES AND PIPELINES: All production facilities will be on location and added after drilling well. Approximately 130 feet of pipeline will follow access road and tie in with the pipeline along the road to the west.

SOURCE OF CONSTRUCTION MATERIAL: All construction material will be borrowed from site during construction of location.

ANCILLARY FACILITIES: None will be required.

WILL DRILLING AT THIS LOCATION GENERATE PUBLIC INTEREST OR CONCERNS?  
EXPLAIN: Unlikely. Oilfield activity is common in the area and is the dominant use.

#### WASTE MANAGEMENT PLAN:

Drilled cuttings will be settled into reserve pit. Liquids from pit will be allowed to evaporate. Formation water will be confined to storage tanks. Commercial contractor will handle sewage facilities, storage and disposal. Trash will be contained in trash baskets and hauled to an approved land fill.

#### ENVIRONMENTAL PARAMETERS

AFFECTED FLOODPLAINS AND/OR WETLANDS: None.

FLORA/FAUNA: Poorly vegetated pinion juniper site. A few annual mustard plants exist.  
Pronghorn, rodents, songbirds, raptors, elk, deer, bobcat, coyote.

SOIL TYPE AND CHARACTERISTICS: Light brown shaley sandy loam. Some small surface rock present.

EROSION/SEDIMENTATION/STABILITY: No stability problems are anticipated with the construction and operation of the location.

PALEONTOLOGICAL POTENTIAL: none observed

#### RESERVE PIT

CHARACTERISTICS: 160' by 75' and 8' deep. The reserve pit is planned in an area of cut on the south west corner of the location. No stabilization problems are expected.

LINER REQUIREMENTS (Site Ranking Form attached): A liner will be required for reserve pit. Sensitivity score is 20 and a rating Level II.

#### SURFACE RESTORATION/RECLAMATION PLAN

As per landowner agreement, which is in place with American Gilsonite Co.

SURFACE AGREEMENT: In place.

CULTURAL RESOURCES/ARCHAEOLOGY: None required or requested. Surface is private ownership.

**OTHER OBSERVATIONS/COMMENTS**

Jared Jackson representing American Gilsonite was asked if he had any concerns or questions not covered in the Surface Agreement He had none. This predrill investigation was conducted on a cold sunny day.

**ATTACHMENTS**

Photos of site have been taken and placed on file.

Floyd Bartlett  
DOGM REPRESENTATIVE

12/14//2005 10:15 AM  
DATE/TIME

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

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

**Final Score**                    20                    (Level II Sensitivity)

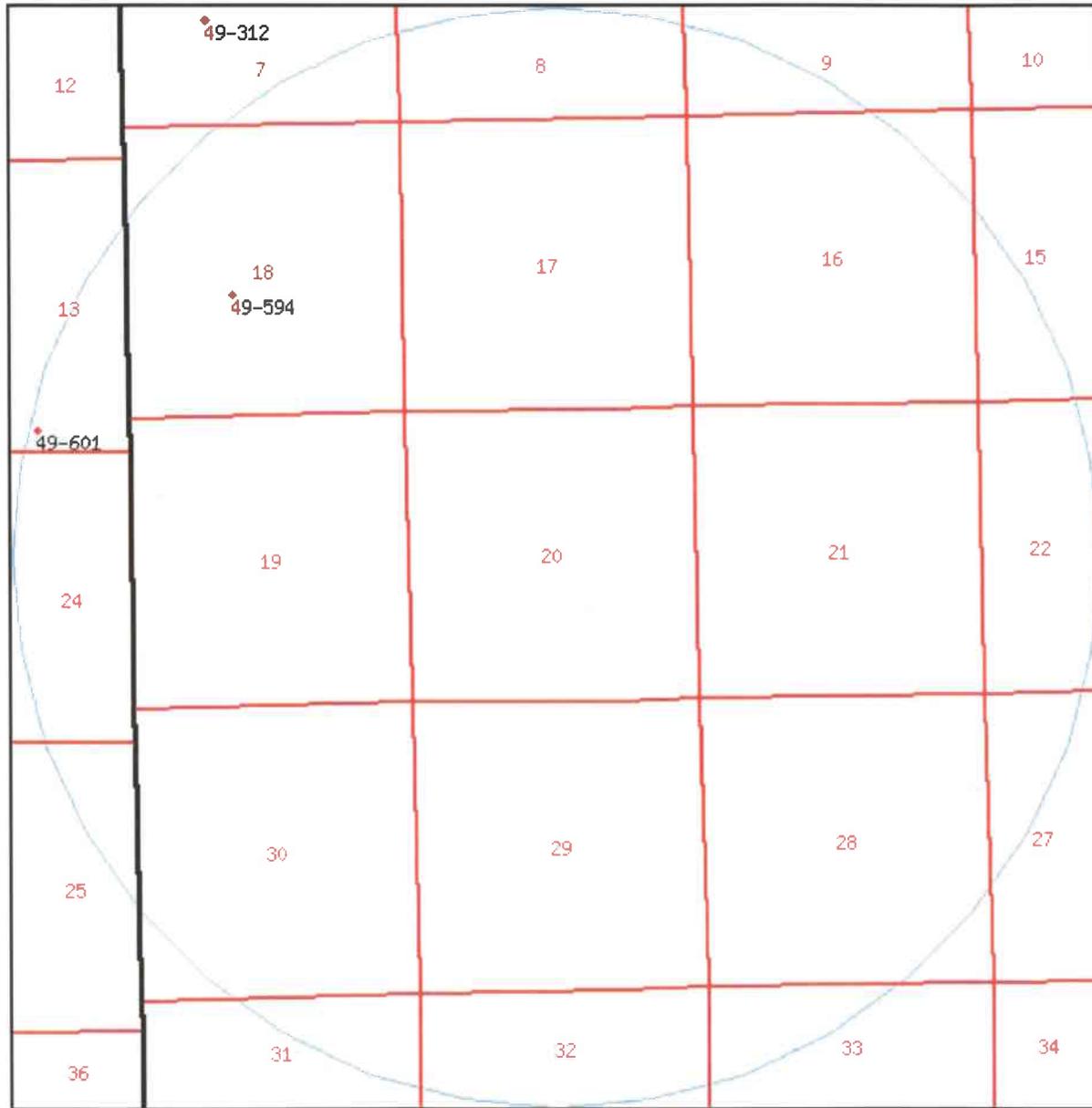
Sensitivity Level I = 20 or more; total containment is required.  
Sensitivity Level II = 15-19; lining is discretionary.  
Sensitivity Level III = below 15; no specific lining is required.

# UTAH DIVISION OF WATER RIGHTS

## WRPLAT Program Output Listing

Version: 2004.12.30.00 Rupdate: 12/21/2005 02:23 PM

Radius search of 10000 feet from a point N2640 E2640 from the SW corner, section 20, Township 11S, Range 24E, SL b&m  
Criteria:wrtypes=W,C,E podtypes=U status=U,A,P usetypes=all



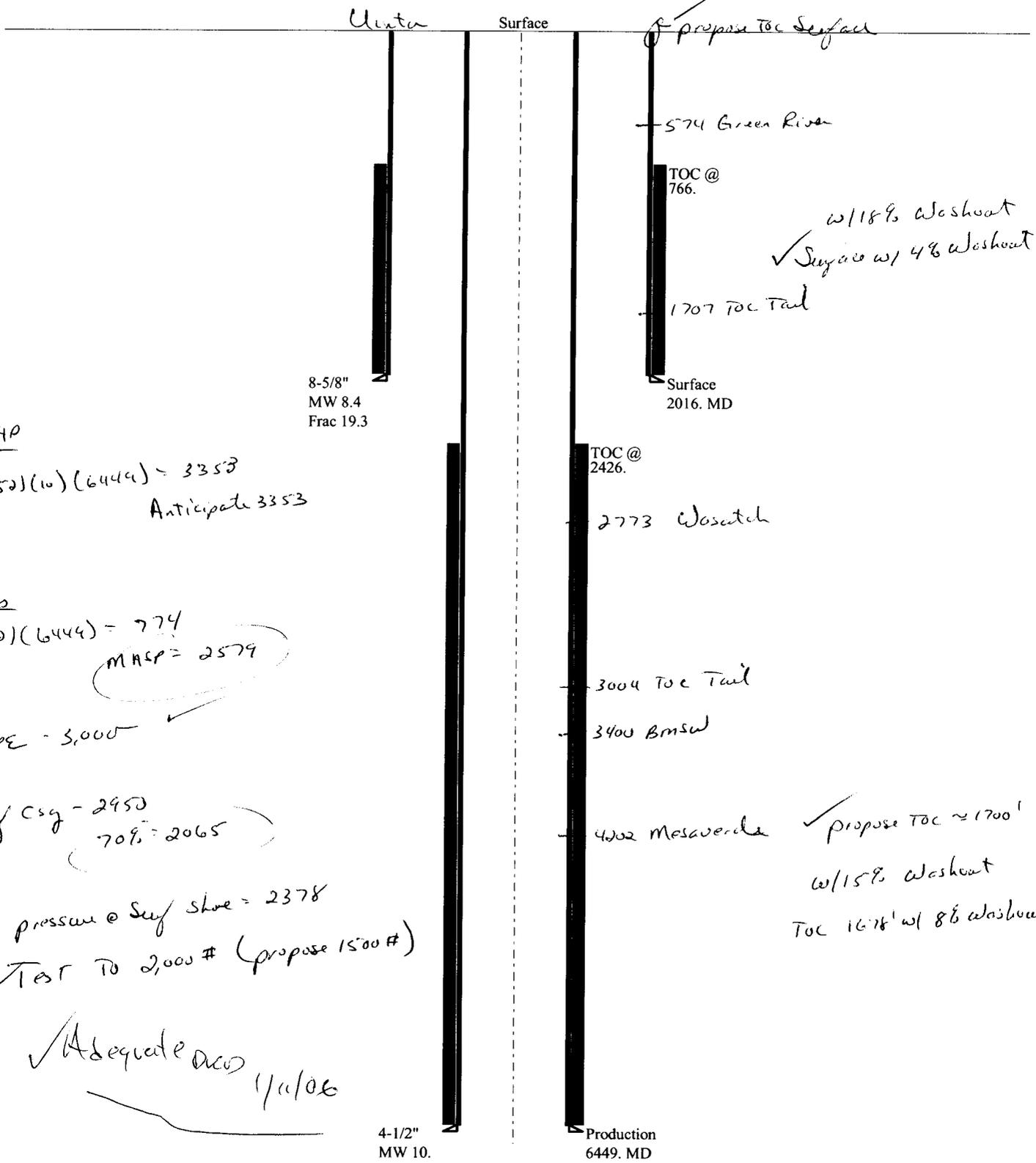
**Water Rights**

<b>WR Number</b>	<b>Diversion Type/Location</b>	<b>Well Log</b>	<b>Status</b>	<b>Priority</b>	<b>Uses</b>	<b>CFS</b>	<b>ACFT</b>	<b>Owner Name</b>
49-1547	Underground N400 W1700 SE 13 11S 23E SL		A	19950427	O	0.000	20.000	ROSEWOOD RESOURCES INC PO BOX 1668
49-1547	Underground S400 E1950 W4 18 11S 24E SL		A	19950427	O	0.000	20.000	ROSEWOOD RESOURCES INC PO BOX 1668
49-2177	Underground S678 E1528 W4 07 11S 24E SL		U	20040504	O	0.000	20.000	MCELVAIN OIL AND GAS PROPERTIES, INC. 1050 17TH STREET, SUITE 1800
49-312	Underground N1959 E1511 SW 07 11S 24E SL		P	19770304	S	0.000	1.000	VERNAL DISTRICT USA BUREAU OF LAND MANAGEMENT 170 SOUTH 500 EAST
49-594	Underground S400 E1950 W4 18 11S 24E SL		P	19340000	OS	0.015	0.000	USA BUREAU OF LAND MANAGEMENT 2370 SOUTH 2300 WEST
49-601	Underground N400 W1700 SE 13 11S 23E SL		P	19340000	OS	0.015	0.000	USA BUREAU OF LAND MANAGEMENT 2370 SOUTH 2300 WEST

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# 11-06 Enduring Rainbow 11-2.-23-20

## Casing Schematic



BHP

$$(0.52)(10)(6449) = 3353$$

Anticipate 3353

Gas

$$(1.12)(6449) = 724$$

MHSP = 2579

BGPE - 3,000

Surf csy - 2950

$$70\% = 2065$$

Max pressure @ Surf shoe = 2378

TEST TO 2,000 # (propose 1500 #)

✓ Adequate acc 1/11/06

8-5/8"  
MW 8.4  
Frac 19.3

4-1/2"  
MW 10.

574 Green River

TOC @  
766.

1707 TOC Tail

Surface  
2016. MD

TOC @  
2426.

2773 Wasatch

3004 TOC Tail

3400 BMSW

4202 Mesaverde

Production  
6449. MD

propose TOC Surface

✓ w/18% washcoat  
✓ Surfact w/ 4% washcoat

✓ propose TOC ≈ 1700'  
w/15% washcoat  
TOC 1678' w/ 8% washcoat

Well name:	<b>01-06 Enduring Rainbow 11-24-23-20</b>	
Operator:	<b>Enduring Resources, LLC</b>	Project ID:
String type:	Surface	43-047-37460
Location:	Uintah County	

**Design parameters:**

**Collapse**  
Mud weight: 8.400 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: 93 °F  
Temperature gradient: 1.40 °F/100ft  
Minimum section length: 250 ft  
Cement top: 766 ft

**Burst**

Max anticipated surface pressure: 1,774 psi  
Internal gradient: 0.120 psi/ft  
Calculated BHP 2,016 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)

Tension is based on buoyed weight.  
Neutral point: 1,762 ft

Non-directional string.

**Re subsequent strings:**  
Next setting depth: 6,449 ft  
Next mud weight: 10.000 ppg  
Next setting BHP: 3,350 psi  
Fracture mud wt: 19.250 ppg  
Fracture depth: 2,016 ft  
Injection pressure 2,016 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	2016	8.625	24.00	J-55	ST&C	2016	2016	7.972	97.1
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	880	1370	1.557	2016	2950	1.46	42	244	5.77 J

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

Phone: 801-538-5280  
FAX: 810-359-3940

Date: January 6, 2006  
Salt Lake City, Utah

Remarks:  
Collapse is based on a vertical depth of 2016 ft, a mud weight of 8.4 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.*

Well name:	<b>01-06 Enduring Rainbow 11-24-23-20</b>	
Operator:	<b>Enduring Resources, LLC</b>	Project ID:
String type:	Production	43-047-37460
Location:	Uintah County	

**Design parameters:**

**Collapse**

Mud weight: 10.000 ppg  
 Design is based on evacuated pipe.

**Burst**

Max anticipated surface pressure: 2,576 psi  
 Internal gradient: 0.120 psi/ft  
 Calculated BHP: 3,350 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 buoyed weight.  
 Neutral point: 5,485 ft

**Environment:**

H2S considered? No  
 Surface temperature: 65 °F  
 Bottom hole temperature: 155 °F  
 Temperature gradient: 1.40 °F/100ft  
 Minimum section length: 1,500 ft

Cement top: 2,426 ft

Non-directional string.

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	6449	4.5	11.60	N-80	LT&C	6449	6449	3.875	149.5
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	3350	6350	1.895	3350	7780	2.32	64	223	3.50 J

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

Phone: 801-538-5280  
 FAX: 810-359-3940

Date: January 6, 2006  
 Salt Lake City, Utah

**Remarks:**

Collapse is based on a vertical depth of 6449 ft, a mud weight of 10 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.*



**State of Utah**

**Department of  
Natural Resources**

MICHAEL R. STYLER  
*Executive Director*

**Division of  
Oil, Gas & Mining**

JOHN R. BAZA  
*Division Director*

JON M. HUNTSMAN, JR.  
*Governor*

GARY R. HERBERT  
*Lieutenant Governor*

June 29, 2006

Enduring Resources, LLC  
475 17th St., Ste. 1500  
Denver, CO 80202

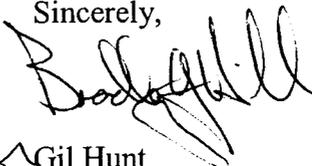
Re: Rainbow 11-24-23-20 Well, 2171' FSL, 1792' FWL, NE SW, Sec. 20,  
T. 11 South, R. 24 East, Uintah County, Utah

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 43-047-37460.

Sincerely,

  
for Gil Hunt  
Associate Director

pab  
Enclosures

cc: Uintah County Assessor

**Operator:** Enduring Resources, LLC  
**Well Name & Number** Rainbow 11-24-23-20  
**API Number:** 43-047-37460  
**Lease:** Fee

**Location:** NE SW                      **Sec.** 20                      **T.** 11 South                      **R.** 24 East

**Conditions of Approval**

**1. General**

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

**2. Notification Requirements**

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

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

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

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

**3. Reporting Requirements**

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

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

**5. Surface casing shall be cemented to the surface.**

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

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

FORM 6

**ENTITY ACTION FORM**

Operator: Enduring Resources, LLC Operator Account Number: N 2750  
 Address: 475-17th Street, Suite 1500  
city Denver  
state CO zip 80202 Phone Number: (303) 350-5114

**Well 1**

API Number	Well Name		QQ	Sec	Twp	Rng	County
4304737460	Rainbow 11-24-23-20		NESW	20	11S	24E	Uintah
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
A	99999	15917	2/7/2007		2/13/07		
Comments: <u>CSLGT = mVRD</u>							<b>CONFIDENTIAL</b>

**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: .							

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**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)

Alvin R. (Al) Arlian

Name (Please Print)



Signature

Landman-Regulatory

Title

DIV. OF OIL, GAS

2/8/2007

Date



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

<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		5. LEASE DESIGNATION AND SERIAL NUMBER: 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.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: n/a
1. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input checked="" type="checkbox"/> OTHER _____		7. UNIT or CA AGREEMENT NAME: n/a
2. NAME OF OPERATOR: Enduring Resources, LLC		8. WELL NAME and NUMBER: Rainbow 11-24-23-20
3. ADDRESS OF OPERATOR: 475 17th Street, Suite 1500 CITY: Denver STATE: CO ZIP: 80202		9. API NUMBER: 4304737860
4. LOCATION OF WELL FOOTAGES AT SURFACE: 2171' FSL - 1792' FWL COUNTY: Uintah		10. FIELD AND POOL, OR WILDCAT: Undesignated
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: NESW 20 11S 24E S STATE: 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 (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
<input checked="" type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: 2/21/2007	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: <u>Conductor-Surface Pipe Report</u>
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

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

2-7-2007 MI Pete Martin Rathole Service. Drill 40' of 20" hole and set 40' of 14" conductor w/ 3 yards of Ready Mix Cement. Waiting to set surface pipe.

2-18-2007 Drill 12 1/4" surface hole to 2,040'. Fresh water at 1,020'. POOH laying down drill pipe. RIH w/cement shoe, 1 joint casing, float collar, 8 centralizers, 2 cement baskets at 200' and 200' from surface, and 45 joints of 8-5/8" 32# J55 casing to 1,988'.  
RU Big 4 Cementers and cement w/ . . .

STAGE 1. (Lead) 0, 230 SXS cement, 16% GEL, 1/4#/ SX flocele, Class G, Slurry WT, 3.85 CU/FT Yield 11.1.  
STAGE 1. (TAIL) 0, 225 SXS cement, 2% CACL2, 1/4#/SX flocele, Class G Slurry WT, 1.15 CU/FT Yield, 15.8.  
STAGE 1. 0, 165, 2% CACL2, Class G, 1.15, 15.8.

NAME (PLEASE PRINT) <u>Alvin R. (Al) Arlian</u>	TITLE <u>Landman - Regulatory Specialist</u>
SIGNATURE	DATE <u>2/21/2007</u>

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

FORM 9

**CONFIDENTIAL**

<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>			5. LEASE DESIGNATION AND SERIAL NUMBER: <b>Fee</b>
			6. IF INDIAN, ALLOTTEE OR TRIBE NAME: <b>n/a</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.			7. UNIT or CA AGREEMENT NAME: <b>n/a</b>
			8. WELL NAME and NUMBER: <b>Rainbow 11-24-23-20</b>
1. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input checked="" type="checkbox"/> OTHER _____	2. NAME OF OPERATOR: <b>Enduring Resources, LLC</b>		9. API NUMBER: <b>4304737560</b>
3. ADDRESS OF OPERATOR: <b>475 17th Street, Suite 1500</b> CITY <b>Denver</b> STATE <b>CO</b> ZIP <b>80202</b>	PHONE NUMBER: <b>(303) 350-5719</b>	10. FIELD AND POOL, OR WILDCAT: <b>Undesignated</b>	
4. LOCATION OF WELL FOOTAGES AT SURFACE: <b>2171' FSL - 1792' FWL</b>			COUNTY: <b>Uintah</b>
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: <b>NESW 20 11S 24E S</b>			STATE: <b>UTAH</b>

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 (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
<input checked="" type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: <b>3/16/2007</b>	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input checked="" type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: <b>Plugging Orders Conformation.</b>
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

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

Plugging orders sent via email to Dan Jarvis 3-16-2007, 10:41 a.m.

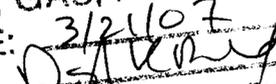
Mesa Verde 4557'  
Wasatch 2769'  
Surface Casing 1986'

- 200' cement plug to be placed 100' above and 100' below top of Mesa Verde formation (approximately 4,660' - 4,460')
  - o This plug to be tagged for verification after WOC
- 200' cement plug to be placed 100' above to 100' below Wasatch formation. (approximately 2,870' - 2,670')
  - o This plug to be tagged for verification after WOC
- 200' cement plug to be placed 100' above to 100' below Surface Casing seat. (Approximately 2,090' - 1,890')
  - o This plug to be tagged for verification after WOC
- 100' cement plug to be placed in top of Surface Casing (Approximately 0" to 100')

All plugs to be pumped using the following cement formulation: Class "A" cement, 2% CaCl, 15.6 ppg.  
Surface Casing will be cut off 3' below Ground Level & a cap welded on top that contains the Well Name & Legal Description.  
Please notify Richard Powell, State of Utah, four (4) hours prior to Plugging operations so that he, or his designate, can witness the operations if they desire. Richard Powell can be reached at (435) 790-6145.

NAME (PLEASE PRINT) <u>Alvin R. (Al) Arlian</u>	TITLE <u>Landman - Regulatory Specialist</u>
SIGNATURE 	DATE <u>3/16/2007</u>

(This space for State use only)

**APPROVED BY THE STATE**  
**OF UTAH DIVISION OF**  
**OIL, GAS, AND MINING**  
DATE: 3/21/07  


**RECEIVED**  
**MAR 19 2007**

COPIES SENT TO OPERATOR  
Date: 3-26-07  
Initials: pm

**ENDURING RESOURCES, LLC**  
425 Seventeenth Street, Suite 1500  
Denver, Colorado 80202  
Telephone: 303-573-1222  
Facsimile: 303-573-0461

**CONFIDENTIAL**

43-047-37460  
20 11S 24e

March 20, 2007

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

**RE: Well Logs**  
**Rainbow 11-24-23-20**  
**NESW Sec 20-T11S-R24E**  
**Uintah County, Utah**

Ladies and Gentlemen:

Attached is one original copy of the log run on the above-referenced well.

***Please hold this information as "confidential" as long as allowed.***

Should you have any questions concerning this matter, please do not hesitate to call 303-350-5114 ([aarlian@enduringresources.com](mailto:aarlian@enduringresources.com)).

Very truly yours

**ENDURING RESOURCES, LLC**



Alvin R. (Al) Arlian  
Landman – Regulatory Specialist

ara/  
Enclosures as stated:

**RECEIVED**

**MAR 22 2007**

DIV. OF OIL, GAS & MINING

CONFIDENTIAL

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 [x] DRY [ ] OTHER [ ]
b. TYPE OF WORK: NEW WELL [x] HORIZ. LATS. [ ] DEEP-EN [ ] RE-ENTRY [ ] DIFF. RESVR. [ ] OTHER [ ]
2. NAME OF OPERATOR: Enduring Resources, LLC
3. ADDRESS OF OPERATOR: 475 17th St, Suite 1500 Denver CO 80202 PHONE NUMBER: (303) 573-1222
4. LOCATION OF WELL (FOOTAGES) AT SURFACE: 2171' FSL - 1792' FWL AT TOP PRODUCING INTERVAL REPORTED BELOW: same as above AT TOTAL DEPTH: same as above
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: Rainbow 11-24-23-20
9. API NUMBER: 4304737460
10. FIELD AND POOL, OR WILDCAT: Undesignated
11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: NESW 20 11S 24E S
12. COUNTY: Uintah 13. STATE: UTAH

14. DATE SPUDDED: 3/10/2007 15. DATE T.D. REACHED: 3/15/2007 16. DATE COMPLETED: 3/17/2007 ABANDONED [x] READY TO PRODUCE [ ]
17. ELEVATIONS (DF, RKB, RT, GL): 5912 RKB
18. TOTAL DEPTH: MD 6,400 TVD 19. PLUG BACK T.D.: MD TVD 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) Previously submitted. PE/LD/C/M/A/T
23. WAS WELL CORED? NO [x] YES [ ] (Submit analysis) WAS DST RUN? NO [x] YES [ ] (Submit report) DIRECTIONAL SURVEY? NO [x] YES [ ] (Submit copy)

24. CASING AND LINER RECORD (Report all strings set in well)
Table with columns: HOLE SIZE, SIZE/GRADE, WEIGHT (#/R.), TOP (MD), BOTTOM (MD), STAGE CEMENTER DEPTH, CEMENT TYPE & NO. OF SACKS, SLURRY VOLUME (BBL), CEMENT TOP \*\*, AMOUNT PULLED

25. TUBING RECORD
Table with columns: SIZE, DEPTH SET (MD), PACKER SET (MD), SIZE, DEPTH SET (MD), PACKER SET (MD), SIZE, DEPTH SET (MD), PACKER SET (MD)

26. PRODUCING INTERVALS 27. PERFORATION RECORD
Table with columns: FORMATION NAME, TOP (MD), BOTTOM (MD), TOP (TVD), BOTTOM (TVD), INTERVAL (Top/Bot - MD), SIZE, NO. HOLES, PERFORATION STATUS

28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC.
Table with columns: DEPTH INTERVAL, AMOUNT AND TYPE OF MATERIAL

29. ENCLOSED ATTACHMENTS: [ ] ELECTRICAL/MECHANICAL LOGS [ ] GEOLOGIC REPORT [ ] DST REPORT [ ] DIRECTIONAL SURVEY [ ] SUNDRY NOTICE FOR PLUGGING AND CEMENT VERIFICATION [ ] CORE ANALYSIS [ ] OTHER:
30. WELL STATUS: P&A'd
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1000

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):

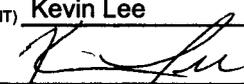
Show all important zones of porosity and contents thereof: Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

34. FORMATION (Log) MARKERS:

Formation	Top (MD)	Bottom (MD)	Descriptions, Contents, etc.	Name	Top (Measured Depth)
Green River	449				
Wasatch	2,779				
Mesaverde	4,495				

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) Kevin Lee TITLE Engineering Tech  
 SIGNATURE  DATE 4/17/2007

- 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

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

CONFIDENTIAL

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.

1. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input checked="" type="checkbox"/> OTHER _____		5. LEASE DESIGNATION AND SERIAL NUMBER: Fee
2. NAME OF OPERATOR: Enduring Resources, LLC		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: N/A
3. ADDRESS OF OPERATOR: 475 17th St., Suite 1500 CITY Denver STATE CO ZIP 80202		7. UNIT or CA AGREEMENT NAME: N/A
4. LOCATION OF WELL FOOTAGES AT SURFACE: 2171' FSL - 1792' FWL		8. WELL NAME and NUMBER: Rainbow 11-24-23-20
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: NESW 20 11S 24E S		9. API NUMBER: 4304737460
COUNTY: Uintah		10. FIELD AND POOL, OR WILDCAT: Undesignated
STATE: UTAH		

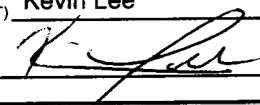
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
<input checked="" type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: 3/17/2007	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input checked="" type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> OTHER: _____
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

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

Well was plugged and abandoned on 3/17/2007 as follows:

- Cement plug placed below and above Mesa Verde formation (Top of MV - 4557') from 4405' to 4666', cement tagged at 4405'. (Pumped 20 bbls Water+18.5 Bbls CI "A" Cmt,2%CC, 15.6 Ppg(88sxs).+1.5 bbl water)
- Cement plug placed above and below Wasatch formation (top of Wasatch - 2769') from 2650' to 2863'. Cement tagged at 2650'. (Pumped 20 bbls Water+ 18 bbls CI "A" 2%CC, 85 sxs, 15.6 ppg)
- Cement plug placed above and below Surface Casing (approx 1990') from 1758' to 2081'. Cement tagged at 1758'. (Pumped 10 Water+21 Bbl. CI"A" (100 sxs),15.6ppg,2%CC)
- Placed 100' top plug at service. (Pumped 10 bbl water, 60 sxs (13bbl),CI "A"15.6 ppg 2%CC)

NAME (PLEASE PRINT) <u>Kevin Lee</u>	TITLE <u>Engineering Tech</u>
SIGNATURE 	DATE <u>4/17/2007</u>

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**Enduring Resources, LLC**

475 17th St. - Suite 1500  
Denver, CO 80202  
(303) 573-1222

APE # 43-049-37460

**CONFIDENTIAL**

**Drilling Chronological  
Regulatory**

<b>Well Name: RAINBOW 11-24-23-20</b>					
Field Name:	Utah Wildcat	S/T/R:	//	County, State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern
Project AFE:	DV00217	AFEs Associated:	///		

<b>Daily Summary</b>							
Activity Date :	12/28/2006	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :			Rig Name:				
Formation :			Weather:				

<b>Operations</b>						
Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	WAITING ON CONSTRUCTION	0	0	NIH
8:00	9.00	20	MI PONDEROSA AND START BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

<b>Daily Summary</b>							
Activity Date :	12/29/2006	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :			Rig Name:				
Formation :			Weather:				

<b>Operations</b>						
Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

<b>Daily Summary</b>							
Activity Date :	1/2/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :			Rig Name:				
Formation :			Weather:				

<b>Operations</b>						
Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFW	0	0	NIH
Total:	24.00					

<b>Daily Summary</b>							
Activity Date :	1/3/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :			Rig Name:				
Formation :			Weather:				

<b>Operations</b>						
Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

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**Well Name:RAINBOW 11-24-23-20**

Field Name:	Utah Wildcat	S/T/R:	//	County,State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern

**Daily Summary**

Activity Date :	1/4/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	1/5/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	1/8/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFW	0	0	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	1/9/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	1/10/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

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**Well Name: RAINBOW 11-24-23-20**

Field Name:	Utah Wildcat	S/T/R:	//	County, State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern

**Daily Summary**

Activity Date :	1/11/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	1/12/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	1/15/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFW	0	0	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	1/16/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	21	BUILDING LOCATION	0	0	NIH
17:00	13.00	24	SDFN	0	0	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	1/17/2007	Days From Spud :	0	Current Depth :	0 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :				Rig Name:			
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	0	0	NIH
8:00	9.00	20	FINISHED BUILDING LOCATION	0	0	24
17:00	13.00	24	SDFN	0	0	24
Total:	24.00					

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4/16/2007

DIV. OF OIL, GAS & MINING

**Well Name: RAINBOW 11-24-23-20**

Field Name:	Utah Wildcat	S/T/R:	//	County, State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern

**Daily Summary**

Activity Date :	2/8/2007	Days From Spud :	-31	Current Depth :	40 Ft	24 Hr. Footage Made :	40 Ft
Rig Company :		Rig Name:		Formation :		Weather:	

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	6.00	24	SDFN	0	0	NIH
12:00	4.00	02	MI PETE MARTIN AND DRILL 40 FT OF 20" CONDUCTOR HOLE. RUN 40 FT OF 14" CONDUCTOR AND CEMENT WITH 3 YARDS OF READYMIX.	0	40	NIH
16:00	14.00	24	SDFN	40	40	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	2/17/2007	Days From Spud :	-22	Current Depth :	1050 Ft	24 Hr. Footage Made :	1010 Ft
Rig Company :		Rig Name:		Formation :		Weather:	

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.00	24	SDFN	40	40	NIH
8:00	22.00	02	MI BILL JRS AND DRILL 12 1/4" HOLE TO 1050 FT	40	1050	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	2/18/2007	Days From Spud :	0	Current Depth :	2000 Ft	24 Hr. Footage Made :	950 Ft
Rig Company :		Rig Name:		Formation :		Weather:	

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	24.00	02	DRILLING 12 1/4" HOLE TO 2000 FT	1050	2000	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	2/19/2007	Days From Spud :	0	Current Depth :	2040 Ft	24 Hr. Footage Made :	40 Ft
Rig Company :		Rig Name:		Formation :		Weather:	

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	6.50	02	DRILL 12 1/4" HOE TO 2040 FT AND TRIP OUT FOR CASING	2000	2040	NIH
12:30	17.50	12	RUN 45 JTS OF 8 5/8" 32# J55 CASING TO 1988 FT. CEMENT GUIDE SHOE, FLOAT COLLAR, 8 CENTRALIZERS AND 2 CEMENT BASKETS AT 200 AND 400 FT FROM SURFACE. BIG 4 CEMENTED WITH 230 SX LEAD AND 225 SX TAIL. TOPPED WITH 165 SX. Fresh water at 1020 ft.	2040	2040	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	3/9/2007	Days From Spud :	0	Current Depth :	2040 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :		Rig Name:		Formation :		Weather:	

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	12.00	01	MOVE RIG TO LOC AND SPOT, 100% SET.	2040	2040	NIH
18:00	12.00	01	WAIT ON DAYLIGHT	2040	2040	NIH
Total:	24.00					

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4/16/2007

**Well Name: RAINBOW 11-24-23-20**

Field Name:	Utah Wildcat	S/T/R:	//	County, State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern

**Daily Summary**

Activity Date :	<b>3/10/2007</b>	Days From Spud :	-1	Current Depth :	2040 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :	ENSIGN USA		Rig Name:	ENSIGN 79			
Formation :			Weather:				

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	6.00	01	RIG UP BY HAND ( RAISE DERRICK )	2040	2040	NIH
12:00	6.00	01	RIG UP FLOOR AND RIG UP ROTARY TOOLS	2040	2040	NIH
18:00	9.00	14	NIPPLE UP BOP WAIT ON 3RD PARTY CHANGE OUT WELL HEAD	2040	2040	NIH
3:00	3.00	15	TEST BOP'S	2040	2040	NIH
Total:	24.00					

**Daily Summary**

Activity Date :	<b>3/11/2007</b>	Days From Spud :	1	Current Depth :	2749 Ft	24 Hr. Footage Made :	709 Ft
Rig Company :	ENSIGN USA		Rig Name:	ENSIGN 79			
Formation :			Weather:				

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.50	15	FINISH TESTING BOP AND SURFACE EQUIPMENT 3000 PSI HIGH AND 250 PSI LO	2040	2040	NIH
8:30	0.50	21	INSTALL WEAR BUSHING	2040	2040	NIH
9:00	0.50	21	HELD SAFETY MEETING W/ LAY DOWN CREW	2040	2040	NIH
9:30	0.50	21	R/U LAY DOWN MACHINE	2040	2040	NIH
10:00	6.50	22	P/U BHA AND DRILL PIPE TAG CMT @ 1,915'	2040	2040	NIH
16:30	0.50	23	R/D LAY DOWN MACHINE	2040	2040	NIH
17:00	1.00	05	KELLY UP AND BREAK CIRCULATION	2040	2040	NIH
18:00	2.00	02	DRILL OUT FLOAT COLLAR @ 1,945' AND SHOE @ 1,988' AND 10' NEW FORMATION	2040	2050	NIH
20:00	0.50	05	PERFORM F.I.T. = 11 PPG EMW, FOR 10 MIN HELD GOOD.	2050	2050	1
20:30	7.50	02	DRILL F/ 2050 T/ 2619	2050	2619	1
4:00	0.50	07	SERVICE RIG	2619	2619	1
4:30	1.50	02	DRILL F/ 2629 T/ 2749	2619	2749	1
Total:	24.00					

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**APR 26 2007**

4/16/2007

**Well Name:RAINBOW 11-24-23-20**

Field Name:	Utah Wildcat	S/T/R:	//	County, State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern

**Daily Summary**

Activity Date :	3/12/2007	Days From Spud :	2	Current Depth :	3450 Ft	24 Hr. Footage Made :	701 Ft
Rig Company :	ENSIGN USA			Rig Name:	ENSIGN 79		
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	1.50	02	DRILL F/ 2749 T/ 2811	2749	2811	1
7:30	0.50	10	RUN SURVEY-MIS RUN	2811	2811	1
8:00	0.50	02	DRILL F/ 2811 T/ 2842	2811	2842	1
8:30	0.50	10	RUN SURVEY @ 2,763' 2.16 DEG	2842	2842	1
9:00	4.50	02	DRILL F/ 2842 T/ 3030	2842	3030	1
13:30	0.50	07	SERVICE RIG	3030	3030	1
14:00	3.00	02	DRILL F/ 3030 T/ 3173	3030	3173	1
17:00	1.00	08	RIG REPAIR - ROTATING CHAIN	3173	3173	1
18:00	2.00	08	RIG REPAIR - ROTATING CHAIN AND COMPOUND CHAIN	3173	3173	1
20:00	4.50	02	DRILL F/ 3173 T/ 3450	3173	3450	1
0:30	3.50	05	CIRCULATE PUMP SWEEP AND SLUG	3450	3450	1
4:00	2.00	06	TRIP OUT OF HOLE TO REPAIR ROTARY	3450	3450	1
Total:	24.00					

**Mud Properties**

Depth	Time	Wt In	Wt Out	Vis	PV	YP	Gels	FL	HTFL	FC	HTFC	Solid	Water	Oil	Sand
3050	14:00	8.40	8.40	26	0	0	0/0/0	0.0	0.0	0	0.00	0.0%	0.0%	0.0%	0.0%
MBT	pH	Pm	Pf	Mf	Cl	Ca	ES	Pom	Lime	Total Sal.	CaCl2	EDTA	O/W Ratio	Mud Loss	
0.0	9.00	0.00	0.00	0.00	1300	450	0	0.00	0.00	0	0	0.00		0	
Water Loss	LCM	ECD	FL Temp	UFT	Remarks										
0	0.0	0.0	72												

**Daily Summary**

Activity Date :	3/13/2007	Days From Spud :	3	Current Depth :	3527 Ft	24 Hr. Footage Made :	77 Ft
Rig Company :	ENSIGN USA			Rig Name:	ENSIGN 79		
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	1.00	06	FINISH TRIP OUT OF HOLE	3450	3450	1
7:00	11.00	08	CHANGE OUT ROTARY TABLE	3450	3450	1
18:00	2.00	08	FIT NEW TABLE W/ WELDER	3450	3450	1
20:00	2.00	06	P/U NEW BIT TRIP IN HOLE	3450	3450	1
22:00	4.00	08	FINISH BOLTING UP ROTARY TABLE	3450	3450	1
2:00	1.50	06	FINISH TRIP IN HOLE, P/U KELLY & BREAK CIRCULATION	3450	3450	1
3:30	2.50	02	DRILL F/ 3450 T/ 3527	3450	3527	2
Total:	24.00					

**Mud Properties**

Depth	Time	Wt In	Wt Out	Vis	PV	YP	Gels	FL	HTFL	FC	HTFC	Solid	Water	Oil	Sand
3449	9:45	8.90	8.90	36	7	6	4/6/9	15.0	1.0	0	0.00	4.5%	95.0%	0.0%	0.7%
MBT	pH	Pm	Pf	Mf	Cl	Ca	ES	Pom	Lime	Total Sal.	CaCl2	EDTA	O/W Ratio	Mud Loss	
12.5	9.65	0.35	0.15	0.20	1150	300	0	0.00	0.00	0	0	0.00		0	
Water Loss	LCM	ECD	FL Temp	UFT	Remarks										
0	0.0	0.0	71												

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4/16/2007

**Well Name:RAINBOW 11-24-23-20**

Field Name:	Utah Wildcat	S/T/R:	//	County,State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern

**Daily Summary**

Activity Date :	3/14/2007	Days From Spud :	4	Current Depth :	4647 Ft	24 Hr. Footage Made :	1120 Ft
Rig Company :	ENSIGN USA			Rig Name:	ENSIGN 79		
Formation :	Wasatch			Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	2.50	02	DRILL F/ 3527 T/ 3713	3527	3713	2
8:30	0.50	10	RUN SURVEY @ 3633 1.6 DEG	3713	3713	2
9:00	8.50	02	DRILL F/ 3713 T/ 3962	3713	3962	2
17:30	0.50	07	SERVICE RIG	3962	3962	2
18:00	10.50	02	DRILL F/ 3962 T/ 4616	3962	4616	2
4:30	1.00	10	RUN SURVEY @ 4541 = 1.45 DEG	4616	4616	2
5:00	1.00	02	DRILL F/ 4616 T/ 4647	4616	4647	2
Total:	24.50					

**Mud Properties**

Depth	Time	Wt In	Wt Out	Vis	PV	YP	Gels	FL	HTFL	FC	HTFC	Solid	Water	Oil	Sand
3950	16:30	9.30	9.30	41	11	12	11/22/29	9.0	0.0	0	2.00	7.6%	92.0%	0.0%	1.5%
MBT	pH	Pm	Pf	Mf	Cl	Ca	ES	Pom	Lime	Total Sal.	CaCl2	EDTA	O/W Ratio	Mud Loss	
20.0	9.00	0.15	0.10	0.25	1200	280	0	0.00	0.00	0	0	0.00		0	
Water Loss	LCM	ECD	FL Temp	UFT	Remarks										
0	0.0	0.0	81												

**Daily Summary**

Activity Date :	3/15/2007	Days From Spud :	5	Current Depth :	6048 Ft	24 Hr. Footage Made :	1401 Ft
Rig Company :	ENSIGN USA			Rig Name:	ENSIGN 79		
Formation :	Mesaverde			Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	8.00	02	Drill F/4647' to 5176'	4647	5176	2
14:00	1.00	10	Wire line Survey @ 4096' 2.2 deg	5176	5176	2
15:00	0.50	07	Service Rig	5176	5176	2
15:30	14.50	02	Drill F/5176' to 6048'	5176	6048	2
Total:	24.00					

**Mud Properties**

Depth	Time	Wt In	Wt Out	Vis	PV	YP	Gels	FL	HTFL	FC	HTFC	Solid	Water	Oil	Sand
5180	16:00	9.80	9.70	44	15	10	6/10/16	7.2	0.0	0	1.00	7.8%	92.0%	0.0%	1.5%
MBT	pH	Pm	Pf	Mf	Cl	Ca	ES	Pom	Lime	Total Sal.	CaCl2	EDTA	O/W Ratio	Mud Loss	
17.5	9.30	0.30	0.20	0.35	1250	80	0	0.00	0.00	0	0	0.00		0	
Water Loss	LCM	ECD	FL Temp	UFT	Remarks										
0	0.0	0.0	78												

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4/16/2007

**Well Name: RAINBOW 11-24-23-20**

Field Name:	Utah Wildcat	S/T/R:	//	County, State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern

**Daily Summary**

Activity Date :	3/16/2007	Days From Spud :	6	Current Depth :	6400 Ft	24 Hr. Footage Made :	352 Ft
Rig Company :	ENSIGN USA			Rig Name:	ENSIGN 79		
Formation :	Mesaverde			Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	5.50	02	Drill F/6048' to 6400'	6048	6400	2
11:30	1.50	05	Pump Hi-Vis Sweep and Build and Pump Slug	6400	6400	2
13:00	4.00	06	46 Std Wiper Trip to BSC , Had some tight hole on TOH , No Noticeable fill on bottom	6400	6400	2
17:00	2.50	05	Circ and pump Hi-Vis Sweep and Build Slug	6400	6400	2
19:30	4.00	06	Drop Survey, Pump Slug, TOH, SLM DP for logs	6400	6400	2
23:30	6.50	11	PJSM:R/U Schlumberger and RIH with PEX & Log F/6400' to BSC & GR to Surface, Loggers T.D.6400', Drillers T.D. 6400'	6400	6400	2

Total: 24.00

**Mud Properties**

Depth	Time	Wt In	Wt Out	Vis	PV	YP	Gels	FL	HTFL	FC	HTFC	Solid	Water	Oil	Sand
6400	6:00	9.90	9.80	42	16	9	6/10/17	7.0	0.0	0	1.00	8.2%	91.8%	1.0%	1.0%
MBT	pH	Pm	Pf	Mf	Cl	Ca	ES	Pom	Lime	Total Sal.	CaCl2	EDTA	O/W Ratio	Mud Loss	
20.0	9.20	0.40	0.15	0.40	1000	160	0	0.00	0.00	0	0	0.00		0	
Water Loss	LCM	ECD	FL Temp	UFT	Remarks										
0	0.0	10.1	96												

**Daily Summary**

Activity Date :	3/17/2007	Days From Spud :	7	Current Depth :	6400 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :	ENSIGN USA			Rig Name:	ENSIGN 79		
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	1.00	11	Rig down Schlumberger	6400	6400	2
7:00	0.50	06	RIH BHA	6400	6400	2
7:30	4.00	21	Wait on orders	6400	6400	2
11:30	0.50	06	RIH 11 Stds Drill pipe	6400	6400	2
12:00	2.50	21	Wait on L/D Machine	6400	6400	2
14:30	2.50	06	PJSM: Rig up L/D Machine and L/D Bha and 33 Jts 4-1/2" Drill pipe	6400	6400	2
17:00	2.00	06	TIH To 4666' Open ended drillpipe	6400	6400	2
19:00	3.00	05	Circ and wait on CI "A" Cement from vernal	6400	6400	2
22:00	2.00	05	Rig up Superior and Have PJSM	6400	6400	2
0:00	1.25	21	Set Cmt Plug F/4666' to 4466' Pumped 20 Water+18.5 Bbls CI "A" Cmt, 2%CC, 15.6 Ppg(88sxs).+1.5 bbl water+ Put in place with 61.5 bbl. Of 9.9 ppg mud(Volume based on Caliper +25% Excess)CIP @ 0115 Hrs 3/17/07.	6400	6400	2
1:15	0.25	13	POOH 5- Stds	6400	6400	2
1:30	2.75	05	W.O.C. Plug to set for Compressive Strenght Test and Tag	6400	6400	2
4:15	0.25	06	RIH to 4405' Tag Cmt Top Set Dn 6K, Set Stand Back and Break Circ	6400	6400	2
4:30	1.50	06	POOH Laying down 58 Jts. To 2863'	6400	6400	2
Total:	24.00					

**Mud Properties**

Depth	Time	Wt In	Wt Out	Vis	PV	YP	Gels	FL	HTFL	FC	HTFC	Solid	Water	Oil	Sand
6400	6:00	9.90	9.80	42	16	9	6/10/17	7.0	0.0	0	1.00	8.2%	91.8%	1.0%	1.0%
MBT	pH	Pm	Pf	Mf	Cl	Ca	ES	Pom	Lime	Total Sal.	CaCl2	EDTA	O/W Ratio	Mud Loss	
20.0	9.20	0.40	0.15	0.40	1000	160	0	0.00	0.00	0	0	0.00		0	
Water Loss	LCM	ECD	FL Temp	UFT	Remarks										
0	0.0	10.1	96												

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**APR 26 2007**

**Well Name: RAINBOW 11-24-23-20**

Field Name:	Utah Wildcat	S/T/R:	//	County, State:	UINTAH, UT
Operator:	Enduring Resources LLC	Location Desc:	NESW-20-11S-24E	District:	Southern

**Daily Summary**

Activity Date :	3/18/2007	Days From Spud :	8	Current Depth :	6400 Ft	24 Hr. Footage Made :	0 Ft
Rig Company :	ENSIGN USA			Rig Name:	ENSIGN 79		
Formation :				Weather:			

**Operations**

Start	Hrs	Code	Remarks	Start Depth	End Depth	Run
6:00	1.00	06	RIH 5-stds	6400	6400	2
7:00	1.00	21	PJSM: Circ and Set Cmt Plug F/2863' to 2663', 20 Water+ 18 bbls CI "A" 2%CC, 85 sxs, 15.6 ppg, Put in Place with 2-bbl water+35.5 Bbls 9.9 Ppg Mud. (CIP @ 0800 Hrs 3/17/07)	6400	6400	2
8:00	0.50	06	POOH 5-Stds,	6400	6400	2
8:30	2.50	05	Circ & WOC Tag and Compression Test.	6400	6400	2
11:00	0.50	06	RIH & Tag @ 2650' Apply 5K	6400	6400	2
11:30	0.75	06	POOH, Laying DN 25- Jts to 2081'	6400	6400	2
12:15	0.75	21	Break Circ & Set Cmt Plug F/2081' to 1881' Pump 10 Water+21 Bbl. CI"A" (100 sxs), 15.6ppg, 2%CC, Put in Place with 2 Bbl Water+ 24 Bbl 9.9 ppg Mud CIP @1300 Hrs	6400	6400	2
13:00	0.25	06	POOH 5-Stds	6400	6400	2
13:15	3.00	05	Circ and Wait on Cmt for Compression test and tag.	6400	6400	2
16:15	0.25	06	RIH To 1758' Tag Top of Plug With 5K	6400	6400	2
16:30	2.00	06	POOH, Laying down 64-Jts. Of Drillpipe to Surface	6400	6400	2
18:30	1.00	21	RIH to 100' F/Surface and Set Top Plug With 10 bbl water, 60 sxs (13bbl), CI "A" 15.6 ppg 2%CC, CIP @ 1930 Hrs 3/17/07	6400	6400	2
19:30	1.00	06	Lay down 3-Jts. Drillpipe	6400	6400	2
20:30	1.00	01	Rig down Superior	6400	6400	2
21:30	8.50	01	Clean Pits and Prep rig for Rig Move, Rig Released @ 0230 Hrs. 3/18/07	6400	6400	2
Total:	24.00					

**Mud Properties**

Depth	Time	Wt In	Wt Out	Vis	PV	YP	Gels	FL	HTFL	FC	HTFC	Solid	Water	Oil	Sand
6400	6:00	9.90	9.80	42	16	9	6/10/17	7.0	0.0	0	1.00	8.2%	91.8%	1.0%	1.0%
MBT	pH	Pm	Pf	Mf	Cl	Ca	ES	Pom	Lime	Total Sal.	CaCl2	EDTA	O/W Ratio	Mud Loss	
20.0	9.20	0.40	0.15	0.40	1000	160	0	0.00	0.00	0	0	0.00		0	
Water Loss	LCM	ECD	FL Temp	UFT	Remarks										
0	0.0	10.1	96												

**Formation**

Formation Name	Current Well Top	Subsea Datum	Ref Well Top	Elec Top	Comments

**Casing**

Date In	Setting Depth	Jts Run	Type	Size	Weight	Grade	MINID	Hole Diam	TD
2/18/2007	1988	45	3. Surface	8.625	32	J-55		12.25	2040
Stage: 1, Lead, 0, 230, 16% gel 1/4# flowcele, Class G, 3.85, 11.1 Stage: 1, Tail, 0, 225, 2%CACL2, 1/4# FLOWCELE, Class G, 1.15, 15.8 Stage: 1, , 0, 165, 2%CACL2, 1/4# FLOWCELE, Class G, 1.15, 15.8									
3/16/2007	0	0	0. Pipe on Rack	0	0			0	0

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

FORM 9

5. LEASE DESIGNATION AND SERIAL NUMBER:

Fee

**SUNDRY NOTICES AND REPORTS ON WELLS**

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

n/a

7. UNIT or CA AGREEMENT NAME:

n/a

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.

8. WELL NAME and NUMBER:

Rainbow 11-24-23-20

9. API NUMBER:

~~4304737560~~ 43-047-37460

10. FIELD AND POOL, OR WILDCAT:

Undesignated

1. TYPE OF WELL OIL WELL  GAS WELL  OTHER \_\_\_\_\_

2. NAME OF OPERATOR:  
Enduring Resources, LLC

3. ADDRESS OF OPERATOR:  
475 17th Street, Suite 1500 CITY Denver STATE CO ZIP 80202 PHONE NUMBER: (303) 350-5719

4. LOCATION OF WELL  
FOOTAGES AT SURFACE: 2171' FSL - 1792' FWL COUNTY: Uintah

QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: NESW 20 11S 24E S STATE: 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 (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
<input checked="" type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: 11/12/2007	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: Pit Closed and Site Reseeded.
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

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

11-12-2007 Pit has been backfilled and site reseeded.

NAME (PLEASE PRINT) Alvin R. (Al) Arlian  
SIGNATURE 

TITLE Landman - Regulatory Specialist  
DATE 11/12/2007

(This space for State use only)

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**NOV 15 2007**

DIV. OF OIL, GAS & MINING