



DONALD H. SPICER
Certified Professional Landman

EXHIBIT 1

WORK EXPERIENCE:

August 2006 to
Present

Hilcorp Energy Company Division Landman
1201 Louisiana, Suite 1400
Houston, Texas 77002

September 1988 to
August 2006

El Paso Production Co. / Coastal Oil and Gas Corp. Sr Staff Landman
Coastal merged into El Paso February 2001
Denver, Colorado and Houston, Texas

October 1985 to
September 1988

NICOR Exploration Company Senior Landman
Denver, Colorado

July 1982 to
October 1985

Kennedy & Mitchell, Inc. Senior Landman
Denver Colorado

May 1979 to
July 1982

Voyager Petroleum, Inc. Land Manager
Denver, Colorado

March 1976 to
May 1979

Webb Resources, Inc. Landman
Denver, Colorado

EDUCATION:

August 1975

BS Economics, Colorado State University

PROFESSIONAL ORGANIZATIONS:

American Association of Professional Landmen, CPL 5194
Houston Association of Professional Landmen
Professional Landman's Association of New Orleans

Frank James Senz

WORK EXPERIENCE

2007 – Present **Hilcorp Energy Company**, Houston, TX

1980 - 2007 **Noble Energy Inc., (Samedan Oil)**, Houston, TX, Denver, CO, Oklahoma City, OK, and Calgary, Alberta

1979 - 1980 **Petrofina Canada**, Calgary, Alberta

1974 - 1979 **Energy Resources Conservation Board of Alberta**, Calgary, Alberta

EDUCATION

Bachelor of Science with Honors in Geology, University of Alberta, Edmonton, Alberta

PROFESSIONAL MEMBERSHIPS

RMAG, CSPG, HGS, AAPG

PROFESSIONAL LICENCES

State of Texas, Professional Geoscientist # 2691

State of Wyoming, Professional Geologist #1992

State of Utah, Professional Geologist #2250

Association of Professional Engineers, Geologists and Geophysicists of Alberta, Professional Geologist # M20459

EXPERT WITNESS

Previous qualified as an expert witness and provided geologic testimony in the state of Colorado, North Dakota, Montana, Wyoming and Oklahoma

Arthur 'Art' Garza, III

WORK EXPERIENCE

- 07/04 – present **Hilcorp Energy Company** Houston, TX
Asset Team Manager / Senior Reservoir Engineer
- 06/02 - 06/04 **Devon Energy Corporation** Houston, TX
Senior Reservoir Engineer
- 11/01 - 05/02 **Mirant Americas Energy Capital** Houston, TX
Engineering Manager
- 03/01-10/01 **Texaco Structured & Project Finance** Houston, TX
Financial Advisor
- 07/00 - 02/01 **Texaco Power & Gasification** Harrison, N Y
Project Developer
- 08/99 - 06/00 **Texaco Corporate Planning** Harrison, N Y
Strategic Management Group
- 06/94 - 08/99 **Texaco E & P Inc** New Orleans, LA
Asset / Reservoir Engineer
- 05/92 - 05/94 **Mobil E & P Inc** Houston, TX
Contract Reservoir Engineer
- 06/89 - 11/91 **Oryx Energy Company** Oklahoma City, OK
Breckenridge, Tx & Chickasha, Ok Area Reservoir / Operation Engineer

EDUCATION

- | | | | |
|------|-----------------------------------|------------------------|---------------------|
| 1999 | M E Petroleum Engineering | Texas A&M University | College Station, TX |
| 1994 | M B A | University of Oklahoma | Norman, OK |
| 1989 | B S. Petroleum Engineering | Texas A&M University | College Station, TX |

EXHIBIT 4

10

HSR-LOST CREEK
7-11

11

STATE
1-11

HSR-DANIEL J/STATE
11-11

D NET SAND POROSITY > 10%

HSR-LOST CREEK/STAT
14-11

HOBE STATE
1-15

HSR-LOST CREEK/
2-15

15

HSR-LOST CREEK
3-14

STATE
1-14

HSR-LOST CREEK
6-14

14

HSR-LOST CREEK/STAT
8-15

LOST CREEK
35

LOST CREEK
36

HSR-LOST CREEK
12-14

LOST CREEK
30

SIERRA-STATE
1

HSR-LOST CREEK
13-14

PAINTER
1

3N 62W

LOST CREEK
31

LONG DRAW
1-22

SWT CRYSTAL
23-1

SOUTH CIRCLE (CENTER PIVOT)
5-23 (1)

22

23

STATE
1

HSR-LOST CREEK
10-22

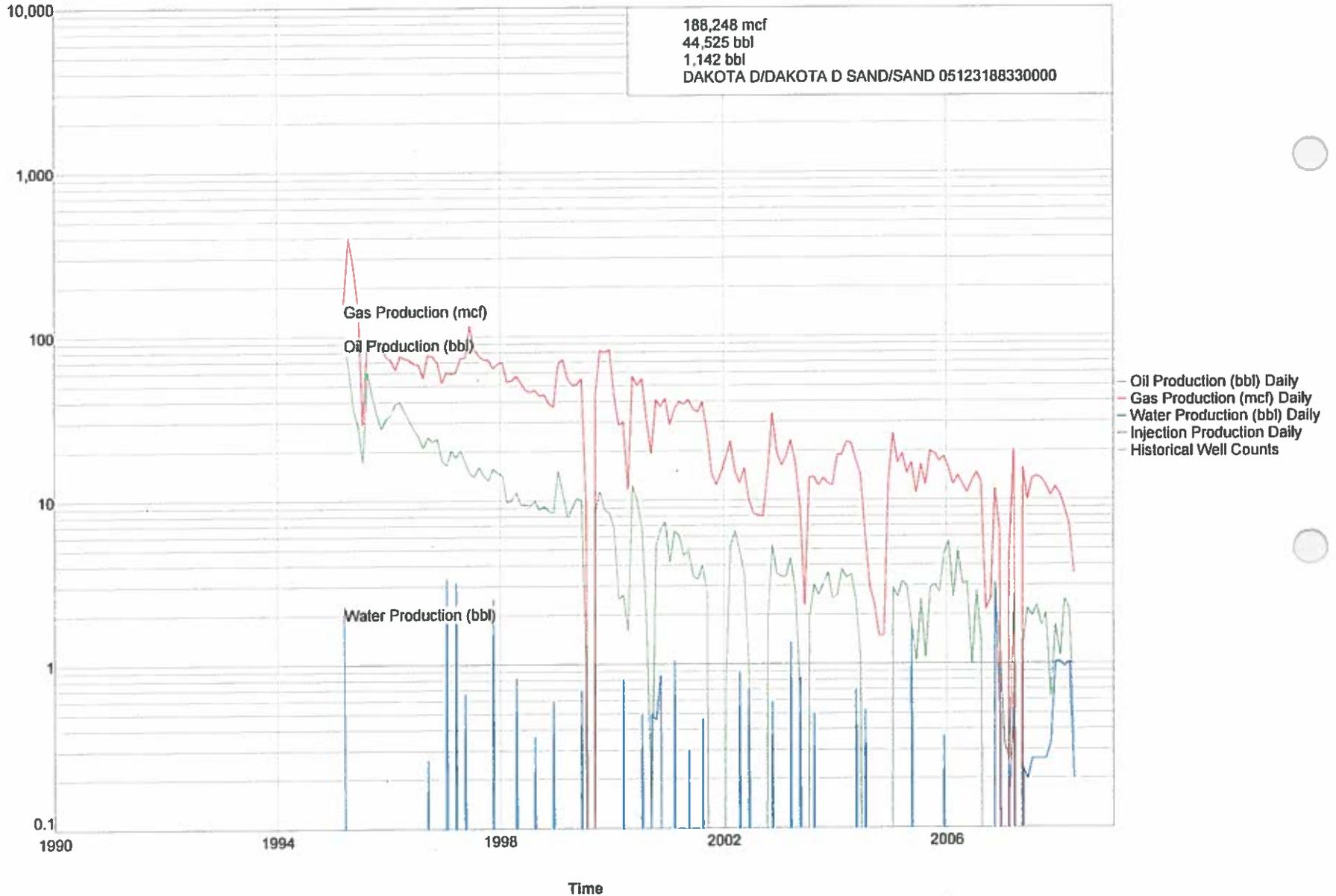
Center Pivot Field
D Sand Net Pay Isopach
Exhibit G-1
COGCC

HSR-LOST CREEK/ST
13-23

Lease Name: HSR-LOST CRK #14-11
County, State: WELD, CO
Operator: HILCORP ENERGY COMPANY
Field: CENTER PIVOT
Reservoir: D SAND
Location: 11 3N 62W SE SW

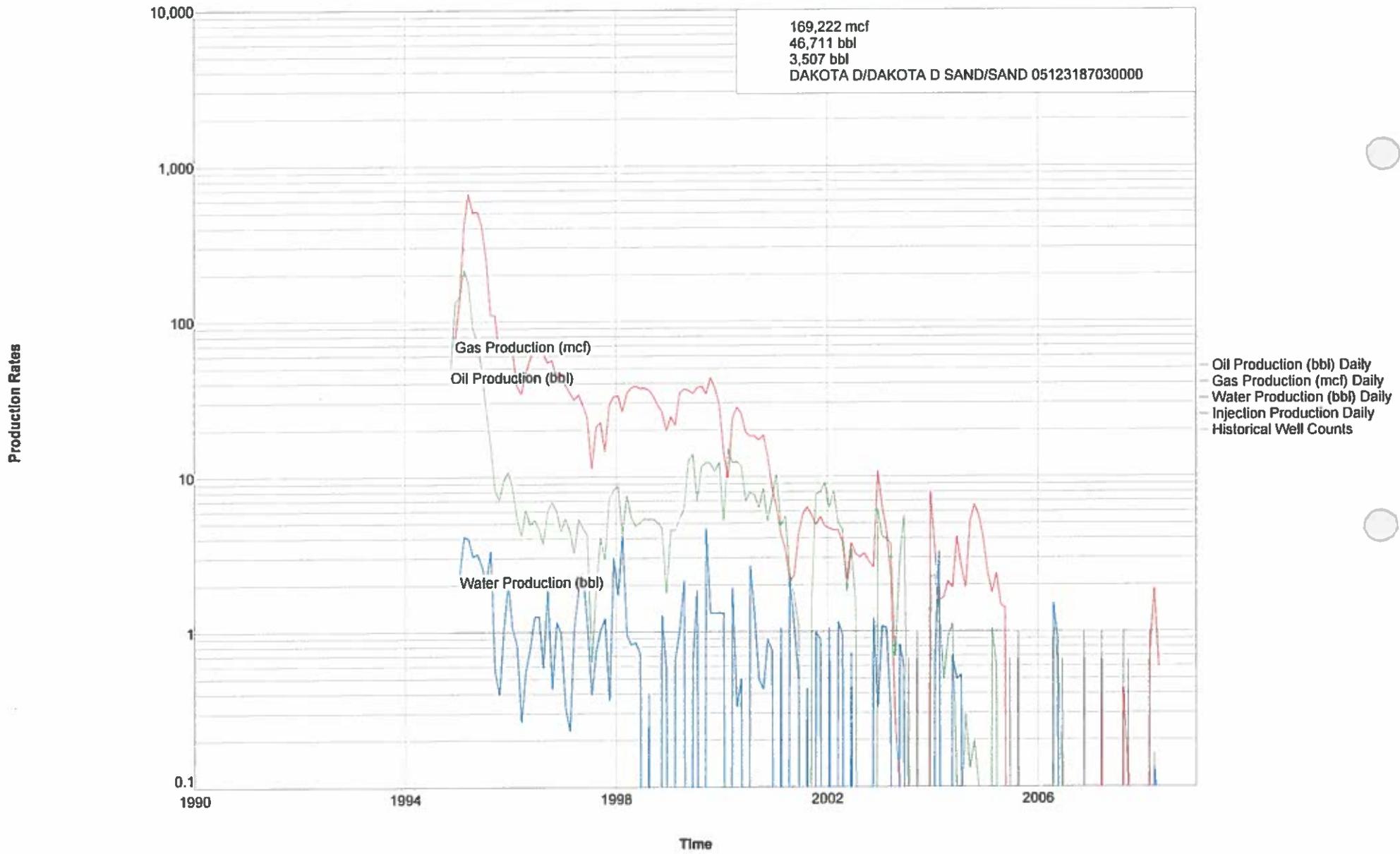
EXHIBIT 5

HSR-LOST CRK #14-11 - CENTER PIVOT



Lease Name: HSR-LOST CREEK STATE
County, State: WELD, CO
Operator: HILCORP ENERGY COMPANY
Field: CENTER PIVOT
Reservoir: D SAND
Location: 14 3N 62W NE NW

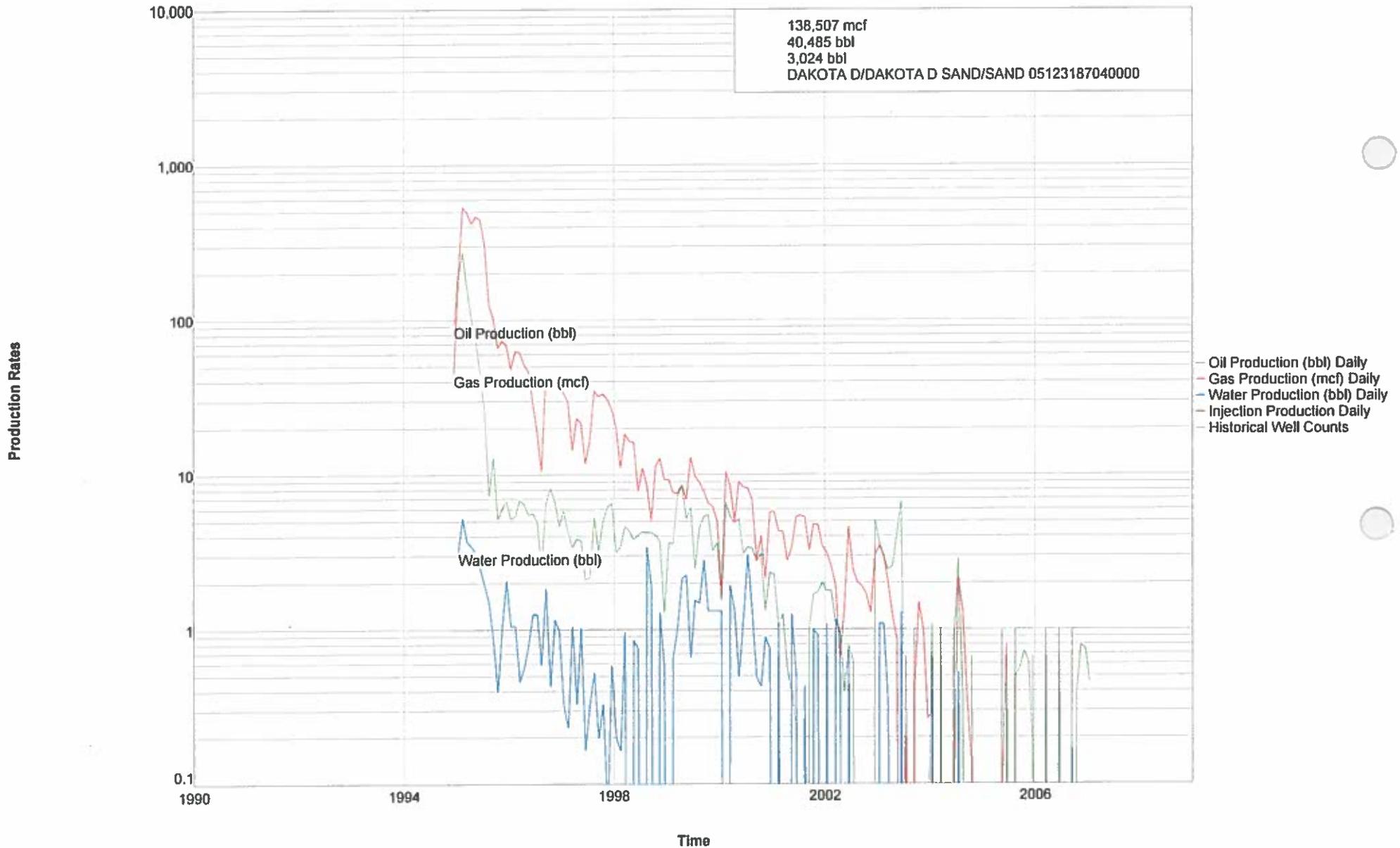
HSR-LOST CREEK STATE - CENTER PIVOT



Lease Name: HSR-LOST CREEK STATE
County, State: WELD, CO
Operator: HILCORP ENERGY COMPANY
Field: CENTER PIVOT
Reservoir: D SAND
Location: 14 3N 62W SE NW

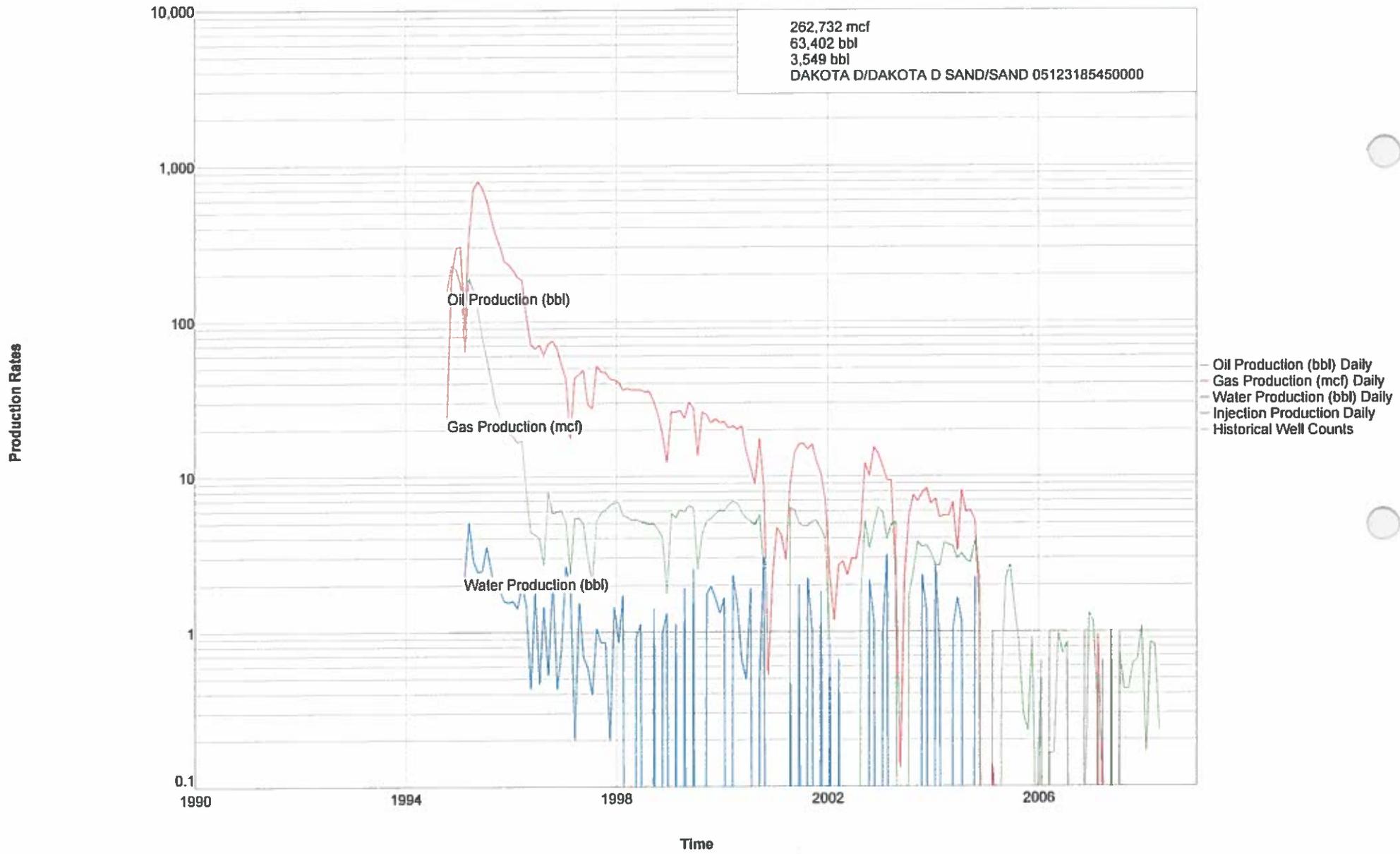
EXHIBIT 7

HSR-LOST CREEK STATE - CENTER PIVOT



Lease Name: HSR-LOST CRK #12-14
County, State: WELD, CO
Operator: HILCORP ENERGY COMPANY
Field: CENTER PIVOT
Reservoir: D SAND
Location: 14 3N 62W NW SW

HSR-LOST CRK #12-14 - CENTER PIVOT



UNIT AGREEMENT
CENTER PIVOT WATERFLOOD UNIT
WELD COUNTY, COLORADO

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UNIT AGREEMENT
CENTER PIVOT WATERFLOOD UNIT
WELD COUNTY, COLORADO

THIS AGREEMENT, entered into as of the _____ day of _____, 2008, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto,

WITNESSETH

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from the Center Pivot Field, in Weld County, Colorado, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to enter into this Agreement to unitize the Oil and Gas Rights in and to the Unitized Formation in order to conduct Unit Operations as herein provided,

NOW, THEREFORE, in consideration of the premise and of the mutual agreements herein contained, it is agreed as follows

ARTICLE 1 - DEFINITIONS

As used in this Agreement

1 1 Unit Area is the land shown on Exhibit "A" and described by Tracts in Exhibit "B" as to which this Agreement becomes effective or to which it may be extended as herein provided.

1 2 Unitized Formation shall mean the D Sand formation and that portion of the J Sand formation lying between the depths of 6,617' through 6,880' as shown on the Gamma Ray, Compensated Densilog, Compensated Neutron Log run on November 22, 1994, in the HSR Lost Creek/State 6-14 well bearing API number 05-123-18704 and located in the SE¼NW¼ of Section 14, Township 3 North, Range 62 West, Weld County, Colorado or to the stratigraphic equivalent thereto.

1 3 Unitized Substances are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons other than Outside Substances within or produced from the Unitized Formation

1 4 Working Interest is an interest in Unitized Substances by virtue of an oil and gas lease, operating agreement, fee title or otherwise, including a carried interest, the owner of which interest is obligated to pay, either in cash or out of production or otherwise, a portion of the Unit Expense

1 5 Royalty Interest is a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

1 6 Royalty Owner is a Person hereto who owns a Royalty Interest

1 7 Working Interest Owner is Hilcorp Energy I, L P the owner of 100% of the Working Interest in the Unit Area.

1 8 Tract is the land described as such and given a Tract number in Exhibit "B "

1 9 Unit Operating Agreement In the event the Working Interest in the Unit Area becomes divided among two or more owners, the Working Interest Owners agree to enter into an Operating Agreement that names Hilcorp Energy Company as Operator and governs unit operations and the sharing of costs and revenues

1.10 Unit Operator is Hilcorp Energy Company

1.11 Tract Participation is the percentage shown on Exhibit "C" for allocating Unitized Substances to a Tract

1.12 Outside Substances are substances purchased or otherwise obtained by Working Interest Owner and injected into the Unitized Formation

1.13 Oil and Gas Rights are the rights to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof

1.14 Unit Operations are all operations conducted pursuant to this Agreement

1.15 Unit Equipment is all personal property, lease and well equipment, plants and other facilities and equipment owned by Unit Operator and used for the joint account in Unit Operations

1.16 Unit Expense is all costs, expense or indebtedness incurred by Working Interest Owner or Unit Operator pursuant to this Agreement for or on account of Unit Operations

1.17 Effective Date is the time and date this Agreement becomes effective as provided in Article 15

1.18 Person is any individual, corporation, partnership, association, receiver, trustee, curator, executor, administrator, guardian, tutor, fiduciary, or other representative of any kind, any department, agency, or instrumentality of the state, or any governmental subdivision thereof, or any other entity capable of holding an interest in the Unitized Formation

ARTICLE 2 - EXHIBITS

2.1 Exhibits The following exhibits, which are attached hereto, are incorporated herein by reference:

2.1.1 Exhibit "A" is a plat that shows the boundary lines of the Center Pivot Waterflood Unit and the tracts therein

2.1.2 Exhibit "B" is a schedule that describes each Tract in the Unit Area and the oil and gas leases associated with each Tract

2.1.3 Exhibit "C" is a schedule that shows the Tract Participation of each Tract

2.2 Reference to Exhibits When reference is made to an exhibit, it is to the exhibit as originally attached or, if revised, to the last revision.

2.3 Exhibits Considered Correct Exhibits "A," "B" and "C" shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date, should have been divided into more than one Tract, or that any mechanical miscalculation or clerical error has been made, Unit Operator shall correct the mistake by revising the exhibits to conform to the facts. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each such revision thereafter made shall be effective on such other date as may be determined by Working Interest Owner and set forth in the revised exhibit

ARTICLE 3 - CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized All Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit "B," and all Oil and Gas Rights of Working Interest Owner in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formation, so that Unit Operations may be conducted with respect to the Unitized Formation as if the Unit Area had been included in a single lease executed by

all Royalty Owners, as lessors, in favor of Working Interest Owner, as lessee, and as if the lease contained all of the provisions of this Agreement

3.2 Amendment of Leases and Other Agreements The provisions of the various leases, agreements, division and transfer orders, or other instruments pertaining to the respective Tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this Agreement, but otherwise shall remain in effect

3.3 Continuation of Leases and Term Interests Production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, or other Unit Operations shall be considered as production from or operations upon each Tract, and such production or operations shall continue in effect each lease or term mineral or royalty interest as to all lands and formations covered thereby just as if such operations were conducted on and as if a well were producing from each Tract

3.4 Titles Unaffected by Unitization Nothing herein shall be construed to result in the transfer of title to Oil and Gas Rights by any Person hereto to any other Person or to Unit Operator.

3.5 Development Obligation Nothing herein shall relieve Working Interest Owner from any obligation to develop reasonably as a whole the lands and leases committed hereto

ARTICLE 4 - UNIT OPERATIONS

4.1 Unit Operator **Hilcorp Energy Company** is designated as the Unit Operator Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this Agreement. Any provisions contained in the underlying leases shall remain in full force and effect to the extent they are not changed within this Unit Agreement

4.2 Method of Operation To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owner shall, with diligence and in accordance with good engineering and production practices, engage in secondary recovery operations by injecting gas, water or other fluids or combinations thereof deemed necessary or desirable into the Unitized Formation to efficiently and economically increase the ultimate recovery of Unitized Substances

4.3 Change of Method of Operation Nothing herein shall prevent Working Interest Owner from discontinuing or changing in whole or in part any method of operation which, in its opinion, is no longer in accord with good engineering or production practices Other methods of operation may be conducted or changes may be made by Working Interest Owner from time to time if determined to be feasible, necessary or desirable to increase the ultimate recovery of Unitized Substances

ARTICLE 5 - TRACT PARTICIPATIONS

5.1 Tract Participations The Tract Participation of each Tract is shown in Exhibit "C " The Tract Participation of each Tract has been determined on an acreage basis such that each tract will participate in the Unit Area as to the number of acres of such tract bears to the total acres in the Unit Area.

5.2 Relative Tract Participations

5.2.1 Increased Acreage - If the Unit Area is increased, the relative participation of tracts will remain the same unless another arrangement is agreed to by the parties or by order of the Commission pursuant to Article 11 herein

5.2.2 Reduced Acreage If the Unit Area is reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another

ARTICLE 6 - ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation of Tracts All Unitized Substances produced and saved shall be allocated to

the several Tracts in accordance with the respective Tract Participations effective during the period that Unitized Substances are produced. The amount of Unitized Substances allocated to each tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract

6 2 Distribution within Tracts The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the Persons entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such tract, or in the proceeds thereof, had this Agreement not been entered into, and with the same legal effect If any Oil and Gas Rights in a tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract

6 3 Failure to Take in Kind If any Person fails to take in kind or separately dispose of such Person's share of Unitized Substances, Unit Operator shall purchase or sell to others such share, however, all contracts of sale by Unit Operator of any other Person's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner and to the Royalty Owner entitled thereto

6 4 Responsibility for Royalty Settlements Any Person receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract shall be responsible for the payment of all royalties, overriding royalties, production payments and all other payments chargeable against or payable out of such Unitized Substances. The Unit Operator and the Working Interest Owner are ultimately responsible for payment of royalties as required by Unit Agreement and the Leases and other agreements pertaining to the respective Tracts

ARTICLE 7 - PRODUCTION AS OF THE EFFECTIVE DATE

7 1 Oil or Liquid hydrocarbons in Lease Tanks Unit Operator shall gauge or otherwise determine the amount of merchantable oil or other liquid hydrocarbons produced from the Unitized Formation that are in lease and power-oil tanks as of 7.00 A M on the Effective Date Oil or other liquid hydrocarbons in treating vessels, separation equipment and tanks below pipeline connections shall not be considered to be merchantable Any merchantable oil or liquid hydrocarbons produced from the Unitized Formation prior to the Effective Date shall remain the property of the Persons entitled thereto as if this Agreement had not been entered into Any such merchantable oil or other liquid hydrocarbons not promptly removed may be sold by Unit Operator for the account of Working Interest Owner who shall pay all royalty due thereon under the provisions of applicable leases or other contracts

ARTICLE 8 - USE OR LOSS OF UNITIZED SUBSTANCES

8 1 Use of Unitized Substances Working Interest Owner may use or consume Unitized Substances for Unit Operations, including but not limited to the injection thereof into the Unitized Formation

8 2 Royalty Payments No royalty, overriding royalty or other payments shall be payable on account of Unitized Substances used, lost or consumed in Unit Operations on the Unit Area only Royalty payments shall be payable on account of Unitized Substances used, lost or consumed in Unit Operations outside of the Unit Area boundary pursuant to section 12 3 of this agreement

ARTICLE 9 - TITLES

9 1 Warranty and Indemnity Each Person who, by acceptance of produced Unitized Substances or the proceeds thereof, may claim to own a Working Interest or

Royalty Interest in and to any tract or in the Unitized Substances allocated thereto, shall be deemed to have warranted its title to such interest, and, upon receipt of the Unitized Substances or the proceeds thereof to the credit of such interest, shall indemnify and hold harmless all other Persons in interest from any loss due to failure, in whole or in part, of its title to any such interest. **This provision does not apply to the State of Colorado.**

9.2 Production Where Title is in Dispute In the event the title or right of any Person claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator shall either

(a) require that the Person to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid furnish security for the proper accounting thereof to the rightful owner if the title or right of such Person fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owner, whereupon the proceeds so impounded shall be paid to the Person rightfully entitled thereto

9.3 Transfer of Title Any conveyance of all or any part of any interest owned by a Person with respect to any Tract shall be subject to this Agreement. No change of title shall be binding upon Unit Operator, or upon any Person other than the Person so transferring, until 7:00 A.M. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy or a certified copy of the recorded instrument evidencing such change in ownership

ARTICLE 10 - EASEMENTS OR USE OF SURFACE

10.1 Grant of Easements The parties hereto, to the extent of their rights and interests, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area, however, nothing herein shall be construed as leasing or otherwise conveying to Working Interest Owners a camp site or a plant site for water injection, gas injection or gas processing

ARTICLE 11 - CHANGES AND AMENDMENTS

11.1 Changes and Amendments Any change of the Unit Area or any amendment to this Agreement or the Unit Operating Agreement, if any, shall be in accordance with Section 34-60-118 (6) of the Colorado Statute, as amended and re-enacted

ARTICLE 12 - RELATIONSHIP OF PERSONS

12.1 No Partnership The duties, obligations and liabilities of the Persons hereto are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the Persons hereto. Each Person hereto shall be individually responsible for its own obligations as herein provided

12.2 No Joint Refining or Marketing This Agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any joint refining or marketing of Unitized Substances

12.3 Royalty Owners Free of Costs This Agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay Unit Expenses or any obligation to pay any portion of the costs to deliver oil and gas to the first commercial market, including, but not limited to, costs incurred in processing, producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, marketing and otherwise making the Unitized Substances ready for sale or use

12.4 Information to Royalty Owners Each Royalty Owner shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with Working Interest Owner.

ARTICLE 13 - LAWS AND REGULATIONS

13 1 Laws and Regulations This Agreement shall be subject to all applicable federal, state and municipal laws, rules, regulations and orders

ARTICLE 14 - FORCE MAJEURE

14 1 Force Majeure All obligations imposed by this Agreement on each Person, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, for up to one hundred eighty (180) consecutive days by a labor dispute, fire, war, civil disturbance, act of God, by federal, state or municipal laws, by any rule, regulation or order of a governmental agency, by inability to secure materials, or by any other cause or causes, whether similar or dissimilar, beyond reasonable control of the party No Person shall be required against his will to adjust or settle any labor dispute Neither this Agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations for up to one hundred and eighty (180) consecutive days due to any one or more of the causes set forth in this Article

ARTICLE 15-EFFECTIVE DATE

15 1 Effective Date The Unit Agreement shall be effective the first day of the month next following the approval thereof by the Colorado Oil and Gas Commission pursuant to Section 34-60-118 (6) of the Colorado Statute, as amended and re-enacted

ARTICLE 16 - TERM

16.1 Term The term of this Agreement shall be for the time that Unitized Substances are produced in paying quantities or other Unit Operations are conducted without a cessation of more than one hundred eighty (180) consecutive days, unless sooner terminated by Working Interest Owner in the manner herein provided

16 2 Termination by Working Interest Owner This Agreement may be terminated at any time by Working Interest Owner Upon termination of this Agreement, the respective oil and gas lease on each Tract prior to this Agreement shall remain in force as provided in Section 16 3

16 3 Effect of Termination Upon termination of this Agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, and Unit Operations shall cease Each oil and gas lease and other agreement covering lands within the Unit Area shall remain in force for sixty (60) days after the date on which this Agreement terminates, and for such further period as is provided by the lease or other agreement

ARTICLE 17 - APPROVAL

17 1 Original, Counterpart or Other Instrument A Person may approve this Agreement by signing the original of this instrument, a counterpart thereof or other instrument approving this instrument hereto The signing of any such instrument shall have the same effect as if all Persons had signed the same instrument

17 2 Joinder in Dual Capacity Execution as herein provided by any Person as either Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such Person and any additional interest thereafter acquired

17 3 Approval by the Colorado Oil and Gas Conservation Commission Notwithstanding anything in this Section to the contrary, all tracts within the Unit Area shall be deemed to be qualified for participation if this Agreement is duly approved as the Plan of Unitization and Operating Plan by Order of the Colorado Oil and Gas Conservation Commission pursuant to Section 34-60-118 of the Colorado Statute, as amended and re-enacted

ARTICLE 18 - SUCCESSORS AND ASSIGNS

18.1 Successors and Assigns This Agreement shall extend to, be binding upon, and inure to the benefit of the Persons hereto and their respective heirs, devisees, legal representatives, successors and assigns and shall constitute a covenant running with the lands, leases and interests covered hereby

IN WITNESS WHEREOF, this Agreement is approved on the dates opposite the respective signatures

WORKING INTEREST OWNER

Hilcorp Energy I, L P
By Hilcorp Energy Company,
Its General Partner

By _____
Curtis D Smith, Vice President Land

UNIT OPERATOR

Hilcorp Energy Company,

By _____
Curtis D Smith, Vice President Land

ROYALTY OWNERS

State of Colorado
State Board of Land Commissioners

By _____

Title _____

Lost Creek Land & Cattle Company

By: _____

Title _____

John S Panter

Kathryn O'Hare Altman

Karen O'Hara Garr

Colleen O'Hara Hannen

Bernard J O'Hara

Brian E O'Hara

Bonnie Liston Craig

John D Liston Jr

Roy Robert Liston

George A Whittenburg II

J Burkhart Whittenburg

Joe D Whittenburg Jr

L P McKee Whittenburg

Roy R Whittenburg

Joe D Whittenburg Jr

Wanda Jean Whittenburg

Graceroy Inc

By: _____

Title: _____

Lois W Lockhart

Rita A O'Hara, LLC

By _____

Title: _____

John H Dolloff Trust

By. _____

Title _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2008, by Curtis D Smith, Vice President-Land of Hilcorp Energy Company, a Texas corporation, on behalf of the corporation, acting as the General Partner of Hilcorp Energy I, L P , a Texas limited partnership

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2008, by Curtis D Smith, Vice President-Land of Hilcorp Energy Company, a Texas corporation

Notary Public in and for the State of Texas

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2008, by _____ as being authorized to execute same

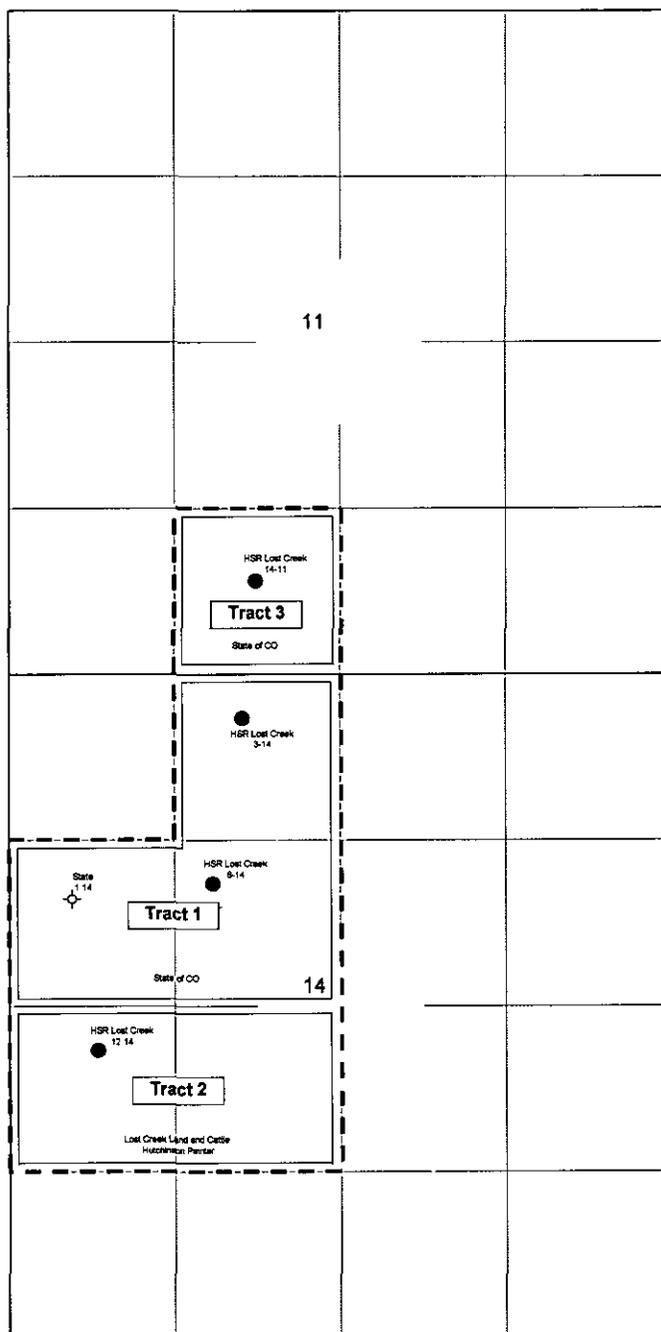
Notary Public

My Commission Expires

Exhibit "A"

Attached to and made a part of that certain Unit Agreement for the Center Pivot Waterflood Unit

Dated



Center Pivot Waterflood Unit Area

Township 3 North, Range 62 West, Parts of Sections 11 and 14

Weld County Colorado

Plot not to scale

Exhibit "C"

Attached to and made a part of that certain Unit Agreement for the Center Pivot Waterflood Unit
Dated

Schedule of Tract Participation of each Tract

Tract No	Number of Acres	Tract Participation Factor
1	120 00	0 50000000
2	80 00	0 33333333
3	40 00	0 16666667
Total	240 00	1 00000000

Schedule of Tract Participation of each Person by Tract

Tract No	Owner	Tract Interest	Tract Participation Factor	Unit interest	Interest type
1	HILCORP ENERGY I, L P	87 50000000%	0 50000000	0 43750000	Working Interest (NRI)
	STATE OF COLORADO	12 50000000%	0 50000000	0 06250000	Royalty
2	HILCORP ENERGY I, L P	84 00000000%	0 33333333	0 28000000	Working Interest (NRI)
	LOST CREEK LAND & CATTLE CO	6 84320000%	0 33333333	0 02281067	Royalty
	JOHN S PAINTER	3 16680000%	0 33333333	0 01052267	Royalty
	KATHRYN O'HARE ALTMAN	0 75000000%	0 33333333	0 00250000	Non-participating royalty
	KAREN O'HARA GARR	0 75000000%	0 33333333	0 00250000	Non-participating royalty
	COLLEEN O'HARA HANNEN	0 75000000%	0 33333333	0 00250000	Non-participating royalty
	BERNARD J O'HARA	0 75000000%	0 33333333	0 00250000	Non-participating royalty
	BRIAN E O'HARA	0 75000000%	0 33333333	0 00250000	Non-participating royalty
	BONNE LISTON CRAIG	0 09375000%	0 33333333	0 00031250	Overriding royalty
	JACK D LISTON JR	0 09375000%	0 33333333	0 00031250	Overriding royalty
	ROY ROBERT LISTON	0 09375000%	0 33333333	0 00031250	Overriding royalty
	GEORGE A WHITTENBURG II	0 11250000%	0 33333333	0 00037500	Overriding royalty
	J BURKHART WHITTENBURG	0 11250000%	0 33333333	0 00037500	Overriding royalty
	JOE D WHITTENBURG JR	0 45000000%	0 33333333	0 00150000	Overriding royalty
	L P MCKEE WHITTENBURG	0 11250000%	0 33333333	0 00037500	Overriding royalty
	ROY R WHITTENBURG	0 11250000%	0 33333333	0 00037500	Overriding royalty
	JOE D WHITTENBURG JR/WANDA J	0 22500000%	0 33333333	0 00075000	Overriding royalty
	WANDA JEAN WHITTENBURG	0 45000000%	0 33333333	0 00150000	Overriding royalty
	GRACEROY INC	0 28125000%	0 33333333	0 00093750	Overriding royalty
	LOIS W LOCKHART	0 11250000%	0 33333333	0 00037500	Overriding royalty
3	HILCORP ENERGY I L P	82 50000000%	0 16666667	0 13750000	Working Interest (NRI)
	STATE OF COLORADO	12 50000000%	0 16666667	0 02083333	Royalty
	RITA A O'HARA LLC	2 00000000%	0 16666667	0 00333333	Overriding royalty
	KATHRYN O'HARE ALTMAN	0 50000000%	0 16666667	0 00083333	Overriding royalty
	JOHN H DOLLOFF TRUST	0 50000000%	0 16666667	0 00083333	Overriding royalty
	KAREN O'HARA GARR	0 50000000%	0 16666667	0 00083333	Overriding royalty
	COLLEEN O'HARA HANNEN	0 50000000%	0 16666667	0 00083333	Overriding royalty
	BERNARD J O'HARA	0 50000000%	0 16666667	0 00083333	Overriding royalty
	BRIAN E O'HARA	0 50000000%	0 16666667	0 00083333	Overriding royalty
	Total			1 00000000	

Consolidated Interest of each Person in Unit

Owner	Unit interest	Interest type
HILCORP ENERGY I L P	0 85500000	Working Interest (NRI)
STATE OF COLORADO	0 08333333	Royalty
LOST CREEK LAND & CATTLE CO	0 02281067	Royalty
JOHN S PAINTER	0 01052267	Royalty
KATHRYN O'HARE ALTMAN	0 00333333	Royalty
KAREN O'HARA GARR	0 00333333	Royalty
COLLEEN O'HARA HANNEN	0 00333333	Royalty
BERNARD J O'HARA	0 00333333	Royalty
BRIAN E O'HARA	0 00333333	Royalty
BONNE LISTON CRAIG	0 00031250	Overriding royalty
JACK D LISTON JR	0 00031250	Overriding royalty
ROY ROBERT LISTON	0 00031250	Overriding royalty
GEORGE A WHITTENBURG II	0 00037500	Overriding royalty
J BURKHART WHITTENBURG	0 00037500	Overriding royalty
JOE D WHITTENBURG JR	0 00150000	Overriding royalty
L P MCKEE WHITTENBURG	0 00037500	Overriding royalty
ROY R WHITTENBURG	0 00037500	Overriding royalty
JOE D WHITTENBURG JR/WANDA J	0 00075000	Overriding royalty
WANDA JEAN WHITTENBURG	0 00150000	Overriding royalty
GRACEROY INC	0 00093750	Overriding royalty
LOIS W LOCKHART	0 00037500	Overriding royalty
RITA A O'HARA, LLC	0 00333333	Overriding royalty
JOHN H DOLLOFF TRUST	0 00083333	Overriding royalty
Total	1 00000000	

Don Spicer**EXHIBIT-10**

From: Schaub, Michael [Michael.Schaubs@state.co.us]
Sent: Friday, September 05, 2008 12:24 PM
To: Don Spicer
Cc: McElhane, Dave, Rein, Kevin
Subject: RE: Hilcorp's Lost Creek Water Flood Project

Don

The Division of Water Resources has reviewed your plan for producing ground water from the "J" sand of the Dakota aquifer and injecting it into the "D" sand of the Dakota aquifer in Section 14, T3N, R62W. Based on the description of the operation it appears that the Division of Water Resources can issue a water well permit for this purpose without requiring a determination of tributary/nontributary because there will be no net impact to the Dakota aquifer.

Please note that there may be other permitting issues that need resolution prior to approval of a permit which can only be determined after receipt of a permit application.

Also, by-product water produced along with petroleum fluids and gasses from the "D" sand currently falls under the administration of the Oil and Gas Conservation Commission. Please be advised that there is a case now before the Colorado Supreme Court to determine whether oil and gas wells are or are not exempt from permitting and administration under the authority of the State Engineers Office (*Vance v. Simpson*). A decision in this case is expected sometime this fall and could impact disposal of by-product water from the "D" sand.

If you have any questions please feel free to call me at 303 866 3581 X8227

Michael Schaub, P.G.
 Geotechnical Services Branch
 Division of Water Resources

From: Don Spicer [mailto:dspicer@hilcorp.com]
Sent: Wednesday, August 27, 2008 3:48 PM
To: Schaub, Michael
Subject: Hilcorp's Lost Creek Water Flood Project

Michael
 Thanks for taking the time to meet with us last week.

As we discussed Hilcorp is looking at forming a secondary recovery water flood to increase oil production from the D Sand member of the Dakota Formation in Section 14, T3N-R62W in Weld County, Colorado. Our plan is to allow water to flow from the J Sand of the Dakota Formation to the D Sand without it bringing it to the surface. We had discussed water well permitting and whether or not a nontributary ground water designation is required. Since the D Sand and J Sand are both part of the Dakota Formation and no water would be removed from the Dakota Formation, we ask that you confirm that a nontributary designation is not required.

If you need any additional information, or if you have questions about our plan, please call or email me.

Don Spicer
 Division Landman
 Hilcorp Energy Company
 office (713) 289-2755
 cell (713) 231-3658
 fax (713) 209-2420

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