

Reception No. 292259 Mildred Alsdorf, Recorder

State of Colorado 18 Feb 22 1979 9:30 A.M. Neyan L. Chavez RECORDER
County of COBLENZA

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186-179

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
EVACUATION CREEK UNIT AREA
COUNTIES OF GARFIELD AND RIO BLANCO
STATE OF COLORADO
No. _____

BOOK 386 PAGE 808

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THIS AGREEMENT, entered into as of the 18th day of November, 1975, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto,"

WITNESSETH:

WHEREAS the parties hereto are the owners of working, royalty, or other oil and gas interests in the unit area subject to this agreement; and

WHEREAS the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. Sec. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS the parties hereto hold sufficient interests in the Evacuation Creek Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA. The area specified on the map attached hereto marked Exhibit "A" is hereby designated and recognized as constituting the unit area, containing 15,221.15 acres, more or less.

Exhibit "A" shows, in addition to the boundary of the unit area, the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership

1 of oil and gas interests in all land in the unit area. However, nothing 1
 2 herein or in said schedule or map shall be construed as a representation by 2
 3 any party hereto as to the ownership of any interest other than such interest 3
 4 of interests as are shown in said map or schedule as owned by such party. 4
 5 Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes 5
 6 in the unit area render such revision necessary, or when requested by the Oil 6
 7 and Gas Supervisor, hereinafter referred to as "Supervisor" and not less than 7
 8 five copies of the revised Exhibits shall be filed with the Supervisor. 8
 9

10 The above-described unit area shall when practicable be expanded to 10
 11 include therein any additional lands or shall be contracted to exclude lands 11
 12 whenever such expansion or contraction is deemed to be necessary or advisable 12
 13 to conform with the purposes of this agreement. Such expansion or contraction 13
 14 shall be effected in the following manner: 14
 15

16 (a) Unit Operator, on its own motion or on demand of the Director of 16
 17 the Geological Survey, hereinafter referred to as "Director" after preliminary 17
 18 concurrence by the Director, shall prepare a notice of proposed expansion or 18
 19 contraction describing the contemplated changes in the boundaries of the unit 19
 20 area, the reasons therefor, and the proposed effective date thereof, preferably 20
 21 the first day of a month subsequent to the date of notice. 21
 22

23 (b) Said notice shall be delivered to the Supervisor, and copies thereof 23
 24 mailed to the last known address of each working interest owner, lessee, and 24
 25 lessor whose interests are affected, advising that 30 days will be allowed for 25
 26 submission to the Unit Operator of any objections. 26
 27

28 (c) Upon expiration of the 30-day period provided in the preceding 28
 29 item (b) hereof, Unit Operator shall file with the Supervisor evidence of 29
 30 mailing of the notice of expansion or contraction and a copy of any objections 30
 31 thereto which have been filed with the Unit Operator, together with an applica- 31
 32 tion in sufficient number, for approval of such expansion or contraction and 32
 33 with appropriate joinders. 33
 34

35 (d) After due consideration of all pertinent information, the expansion 35
 36 or contraction shall, upon approval by the Supervisor, become effective on of 36
 37 the date prescribed in the notice thereof. 37
 38

39 (e) Notwithstanding any prior elimination under the "Drilling to 39
 40 Discovery" section, all legal subdivisions of land (i.e., 40 acres by Government 40
 41 survey or its nearest lot or tract equivalent; in instances of irregular surveys 41
 42 unusually large lots or tracts shall be considered in multiples of 40 acres or 42
 43 the nearest aliquot equivalent thereof), no parts of which are entitled to be in 43
 44 a participating area on or before the fifth anniversary of the effective date of 44
 45 the first initial participating area established under this unit agreement, 45
 46 shall be eliminated automatically from this agreement, effective as of said fifth 46
 47 anniversary, and such lands shall no longer be a part of the unit area and shall 47
 48 no longer be subject to this agreement, unless diligent drilling operations are 48
 49 in progress on unitized lands not entitled to participation on said fifth anni- 49
 50 versary, in which event all such lands shall remain subject hereto for so long 50
 51 as such drilling operations are continued diligently, with not more than 90 days 51
 52 time elapsing between the completion of one such well and the commencement of the 52
 53 next such well. All legal subdivisions of lands not entitled to be in a partici- 53
 54 pating area within 10 years after the effective date of the first initial partici- 54
 55 pating area approved under this agreement shall be automatically eliminated from 55
 56 this agreement as of said tenth anniversary. All lands proved productive by 56
 57 diligent drilling operations after the aforesaid five-year period shall become 57
 58 participating in the same manner as during said five-year period. However, when 58
 59 such diligent drilling operations cease, all non-participating lands shall be 59
 60 automatically eliminated effective as of the 91st day thereafter. The unit 60
 61 operator shall within 90 days after the effective date of any elimination here- 61
 62 under, describe the area so eliminated to the satisfaction of the Supervisor and 62
 63 promptly notify all parties in interest. 63
 64

65 If conditions warrant extension of the 10-year period specified in 65
 66 this subsection 2(a), a single extension of not to exceed 2 years may be 66
 67 accomplished by consent of the owners of 90% of the working interests in 67
 68 the current non-participating unitized lands and the owners of 60% of the 68
 69 basic royalty interests (exclusive of the basic royalty interests of the 69

1 United States) in non-participating unitized lands with approval of the 1
 2 Director, provided such extension application is submitted to the Director 2
 3 not later than 60 days prior to the expiration of said 10-year period. 3
 4

5 Any expansion of the unit area pursuant to this section which embraces 5
 6 lands theretofore eliminated pursuant to this subsection 2(e) shall not be 6
 7 considered automatic commitment or recommitment of such lands. 7
 8

9 3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this 9
 10 agreement shall constitute land referred to herein as "unitized land" or 10
 11 "land subject to this agreement." All oil and gas in any and all formations 11
 12 of the unitized land are unitized under the terms of this agreement and 12
 13 herein are called "unitized substances." 13
 14

15 4. UNIT OPERATOR. Norris Oil Co. is hereby designated 15
 16 as Unit Operator and by signature hereto as Unit Operator agrees and consents 16
 17 to accept the duties and obligations of Unit Operator for the discovery, 17
 18 development, and production of unitized substances as herein provided. When- 18
 19 ever reference is made herein to the Unit Operator, such reference means the 19
 20 Unit Operator acting in that capacity and not as an owner of interest in 20
 21 unitized substances, and the term "working interest owner" when used herein 21
 22 shall include or refer to Unit Operator as the owner of a working interest 22
 23 when such an interest is owned by it. 23
 24

25 5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have 25
 26 the right to resign at any time prior to the establishment of a participating 26
 27 area or areas hereunder, but such resignation shall not become effective so 27
 28 as to release Unit Operator from the duties and obligations of Unit Operator 28
 29 and terminate Unit Operator's rights as such for a period of 6 months after 29
 30 notice of intention to resign has been served by Unit Operator on all working 30
 31 interest owners and the Supervisor, and until all wells then drilled hereunder 31
 32 are placed in a satisfactory condition for suspension or abandonment whichever 32
 33 is required by the Supervisor, unless a new Unit Operator shall have been 33
 34 selected and approved and shall have taken over and assumed the duties and 34
 35 obligations of Unit Operator prior to the expiration of said period. 35
 36

37 Unit Operator shall have the right to resign in like manner and subject 37
 38 to like limitations as above provided at any time a participating area estab- 38
 39 lished hereunder is in existence, but, in all instances of resignation or 39
 40 removal, until a successor unit operator is selected and approved as herein 40
 41 after provided, the working interest owners shall be jointly responsible for 41
 42 performance of the duties of unit operator, and shall not later than 30 days 42
 43 before such resignation or removal becomes effective appoint a common agent 43
 44 to represent them in any action to be taken hereunder. 44
 45

46 The resignation of Unit Operator shall not release Unit Operator from 46
 47 any liability for any default by it hereunder occurring prior to the effective 47
 48 date of its resignation. 48
 49

50 The Unit Operator may, upon default or failure in the performance of 50
 51 its duties or obligations hereunder, be subject to removal by the same 51
 52 percentage vote of the owners of working interests as herein provided for 52
 53 the selection of a new Unit Operator. Such removal shall be effective upon 53
 54 notice thereof to the Supervisor. 54
 55

56 The resignation or removal of Unit Operator under this agreement shall 56
 57 not terminate its right, title, or interest as the owner of a working interest 57
 58 or other interest in unitized substances, but upon the resignation or removal 58
 59 of Unit Operator becoming effective, such Unit Operator shall deliver possession 59
 60 of all wells, equipment, materials, and appurtenances used in conducting the 60
 61 unit operations to the new duly qualified successor Unit Operator or to the 61
 62 common agent, if no such new Unit Operator is elected, to be used for the 62
 63 purpose of conducting unit operations hereunder. Nothing herein shall be 63
 64 construed as authorizing removal of any material, equipment and appurtenances 64
 65 needed for the preservation of any wells. 65
 66

67 6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender 67
 68 his or its resignation as Unit Operator or shall be removed as hereinabove 68

provided, or a change of Unit Operator is negotiated by working interest owners, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator: Provided, That, if a majority but less than 75 percent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until:

(a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and

(b) the selection shall have been approved by the Supervisor.

If no successor Unit Operator is selected and qualified as herein provided, the Director at his election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement." Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between this unit agreement and the unit operating agreement, this unit agreement shall govern. Three true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor, prior to approval of this unit agreement.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purpose herein specified.

9. DRILLING TO DISCOVERY. Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the base of the "B" member of the Mancos shale has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, completing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the

1 satisfaction of the Supervisor that further drilling of said well would 1
 2 be unwarranted or impracticable, provided, however, that Unit Operator 2
 3 shall not in any event be required to drill said well to a depth in 3
 4 excess of 3,600 feet. Until the discovery of a deposit of unitized sub- 4
 5 stances capable of being produced in paying quantities, the Unit Operator 5
 6 shall continue drilling one well at a time, allowing not more than 6 months 6
 7 between the completion of one well and the beginning of the next well, until 7
 8 a well capable of producing unitized substances in paying quantities is 8
 9 completed to the satisfaction of said Supervisor or until it is reasonably 9
 10 proved that the unitized land is incapable of producing unitized substances 10
 11 in paying quantities in the formation drilled hereunder. Nothing in this 11
 12 section shall be deemed to limit the right of the Unit Operator to resign 12
 13 as provided in Section 5, hereof, or as requiring Unit Operator to commence 13
 14 or continue any drilling during the period pending such resignation becoming 14
 15 effective in order to comply with the requirements of this section. The 15
 16 Supervisor may modify the drilling requirements of this section by granting 16
 17 reasonable extensions of time when, in his opinion, such action is warranted. 17
 18

19 Notwithstanding anything in this unit agreement to the contrary, except 19
 20 the "Unavoidable Delay" Section 25, two (2) wells shall be drilled with not 20
 21 more than six months' time elapsing between completion of the first well and 21
 22 commencement of the second well, regardless of whether a discovery has been made 22
 23 in the first well. Both the initial well and the second well must be drilled 23
 24 in compliance with the above specified formation or depth in order to meet the 24
 25 requirements of this section; and the second well must be located a minimum of 25
 26 two and one-half (2½) miles from the initial well in order to be accepted by 26
 27 the Supervisor as the second unit test well, within the meaning of this section. 27
 28 Nevertheless, in the event of discovery of unitized substances in paying 28
 29 quantities by the first well, the unit agreement shall not terminate for 29
 30 failure to complete the two (2) well program, but the unit area shall be 30
 31 contracted automatically, effective the first day of the month following the 31
 32 default, to eliminate by subdivisions (as defined in Section 2(e) hereof) all 32
 33 lands not then entitled to participation. 33
 34

35 Upon failure to commence any well provided for in this section within 35
 36 the time allowed, including any extension of time granted by the Supervisor, 36
 37 this agreement will automatically terminate; upon failure to continue drilling 37
 38 diligently any well commenced hereunder, the Supervisor may, after 15 days' 38
 39 notice to the Unit Operator, declare this unit agreement terminated. 39
 40

41 10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after 41
 42 completion of a well capable of producing unitized substances in paying quantities, 42
 43 the Unit Operator shall submit for the approval of the Supervisor an acceptable 43
 44 plan of development and operation for the unitized land which, when approved by 44
 45 the Supervisor, shall constitute the further drilling and operating obligations 45
 46 of the Unit Operator under this agreement for the period specified therein. 46
 47 Thereafter, from time to time before the expiration of any existing plan, the 47
 48 Unit Operator shall submit for the approval of the Supervisor a plan for an 48
 49 additional specified period for the development and operation of the unitized 49
 50 land. 50
 51

52 Any plan submitted pursuant to this section shall provide for the explora- 52
 53 tion of the unitized area and for the diligent drilling necessary for determination 53
 54 of the area or areas thereof capable of producing unitized substances in paying 54
 55 quantities in each and every productive formation and shall be as complete and 55
 56 adequate as the Supervisor may determine to be necessary for timely development 56
 57 and proper conservation of the oil and gas resources of the unitized area and shall; 57
 58

59 (a) specify the number and locations of any wells to be drilled 58
 60 and the proposed order and time for such drilling; and 59
 61

62 (b) to the extent practicable specify the operating practices 61
 63 regarded as necessary and advisable for proper conservation of natural 62
 64 resources. 63
 64

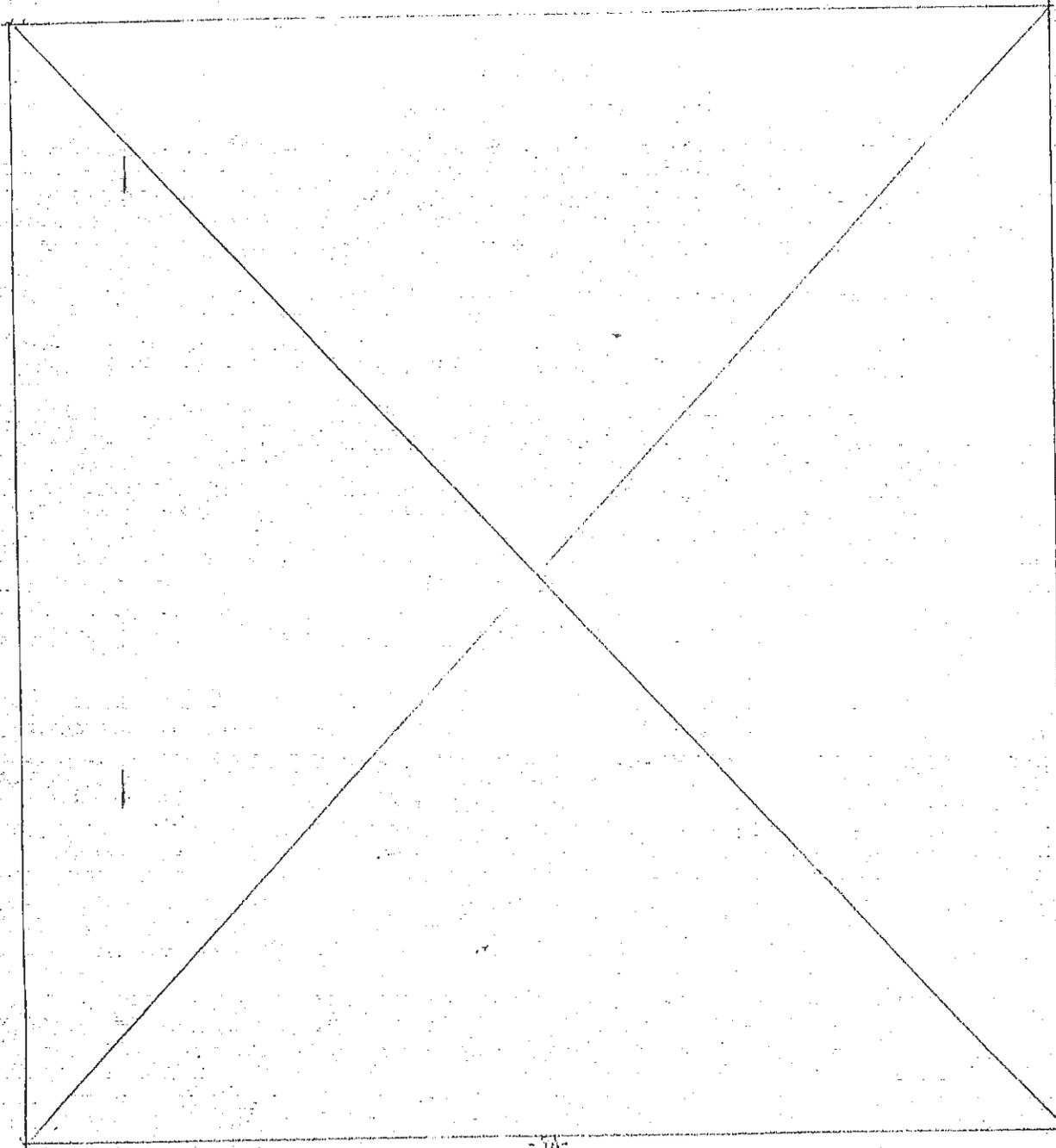
65 Separate plans may be submitted for separate productive zones, subject to the 65
 66 approval of the Supervisor. 66
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Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor is authorized to grant a reasonable extension of the 6 month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the Supervisor, shall be drilled except in accordance with a plan of development approved as herein provided.

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11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as



1 required by the Supervisor, the Unit Operator shall submit for approval by 1
 2 the Supervisor a schedule, based on subdivisions of the public-land survey 2
 3 or aliquot parts thereof, of all land then regarded as reasonably proved to 3
 4 be productive in paying quantities; all lands in said schedule on approval of 4
 5 the Supervisor to constitute a participating area, effective as of the date 5
 6 of completion of such well or the effective date of this unit agreement, which- 6
 7 ever is later. The acreages of both Federal and non-Federal lands shall be 7
 8 based upon appropriate computations from the courses and distances shown on 8
 9 the last approved public-land survey as of the effective date of each initial 9
 10 participating area. Said schedule shall also set forth the percentage of 10
 11 unitized substances to be allocated as herein provided to each tract in the 11
 12 participating area so established, and shall govern the allocation of production 12
 13 commencing with the effective date of the participating area. A separate 13
 14 participating area shall be established for each separate pool or deposit of 14
 15 unitized substances or for any group thereof which is produced as a single 15
 16 pool or zone, and any two or more participating areas so established may be 16
 17 combined into one, on approval of the Supervisor. When production from two 17
 18 or more participating areas, so established, is subsequently found to be from 18
 19 a common pool or deposit said participating areas shall be combined into one 19
 20 effective as of such appropriate date as may be approved or prescribed by the 20
 21 Supervisor. The participating area or areas so established shall be revised 21
 22 from time to time, subject to like approval, to include additional land then 22
 23 regarded as reasonably proved to be productive in paying quantities or 23
 24 necessary for unit operations, or to exclude land then regarded as reason- 24
 25 ably proved not to be productive in paying quantities and the schedule of 25
 26 allocation percentages shall be revised accordingly. The effective date of 26
 27 any revision shall be the first of the month in which is obtained the knowl- 27
 28 edge or information on which such revision is predicated, provided, however, 28
 29 that a more appropriate effective date may be used if justified by the Unit 29
 30 Operator and approved by the Supervisor. No land shall be excluded from a 30
 31 participating area on account of depletion of the unitized substances, except 31
 32 that any participating area established under the provisions of this unit 32
 33 agreement shall terminate automatically whenever all completions in the forma- 33
 34 tion on which the participating area is based are abandoned. 34
 35

36 It is the intent of this section that a participating area shall 36
 37 represent the area known or reasonably estimated to be productive in paying 37
 38 quantities; but, regardless of any revision of the participating area, nothing 38
 39 herein contained shall be construed as requiring any retroactive adjustment 39
 40 for production obtained prior to the effective date of the revision of the 40
 41 participating area. 41
 42

43 In the absence of agreement at any time between the Unit Operator and 43
 44 the Supervisor as to the proper definition or redefinition of a participating 44
 45 area, or until a participating area has, or areas have, been established as 45
 46 provided herein, the portion of all payments affected thereby shall be impounded 46
 47 in a manner mutually acceptable to the owners of working interests and the 47
 48 Supervisor. Royalties due the United States shall be determined by the 48
 49 Supervisor and the amount thereof shall be deposited, as directed by the 49
 50 Supervisor, to be held as unearned money until a participating area is finally 50
 51 approved and then applied as earned or returned in accordance with a determina- 51
 52 tion of the sum due as Federal royalty on the basis of such approved partici- 52
 53 pating area. 53
 54

55 Whenever it is determined, subject to the approval of the Supervisor, 55
 56 that a well drilled under this agreement is not capable of production in 56
 57 paying quantities and inclusion of the land on which it is situated in a 57
 58 participating area is unwarranted, production from such well shall, for the 58
 59 purposes of settlement among all parties other than working interest owners, 59
 60 be allocated to the land on which the well is located unless such land is 60
 61 already within the participating area established for the pool or deposit from 61
 62 which such production is obtained. Settlement for working interest benefits 62
 63 from such a well shall be made as provided in the unit operating agreement. 63
 64

65 12. ALLOCATION OF PRODUCTION. All unitized substances produced from 65
 66 each participating area established under this agreement, except any part 66
 67 thereof used in conformity with good operating practices within the unitized 67
 68 area for drilling, operating, camp and other production or development purposes, 68
 69 for repressuring or recycling in accordance with a plan of development approved 69

1 by the Supervisor, or unavoidably lost, shall be deemed to be produced equally 1
2 on an acreage basis from the several tracts of unitized land of the participating 2
3 area established for such production and, for the purpose of determining any 3
4 benefits accruing under this agreement, each such tract of unitized land shall 4
5 have allocated to it such percentage of said production as the number of acres 5
6 of such tract included in said participating area bears to the total acres of 6
7 unitized land in said participating area, except that allocation of production 7
8 hereunder for purposes other than for settlement of the royalty, overriding 8
9 royalty, or payment out of production obligations of the respective working 9
10 interest owners, shall be on the basis prescribed in the unit operating agree- 10
11 ment whether in conformity with the basis of allocation herein set forth or 11
12 otherwise. It is hereby agreed that production of unitized substances from 12
13 a participating area shall be allocated as provided herein regardless of 13
14 whether any wells are drilled on any particular part or tract of said partici- 14
15 pating area. If any gas produced from one participating area is used for 15
16 repressuring or recycling purposes in another participating area, the first 16
17 gas withdrawn from such last-mentioned participating area for sale during the 17
18 life of this agreement shall be considered to be the gas so transferred until 18
19 an amount equal to that transferred shall be so produced for sale and such 19
20 gas shall be allocated to the participating area from which initially produced 20
21 as such area was last defined at the time of such final production. 21
22

23 13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. 23
24 Any party hereto owning or controlling the working interest in any unitized 24
25 land having thereon a regular well location may with the approval of the 25
26 Supervisor, at such party's sole risk, costs, and expense, drill a well to 26
27 test any formation for which a participating area has not been established 27
28 or to test any formation for which a participating area has been established 28
29 if such location is not within said participating area, unless within 90 days 29
30 of receipt of notice from said party of his intention to drill the well the 30
31 Unit Operator elects and commences to drill such a well in like manner as 31
32 other wells are drilled by the Unit Operator under this agreement. 32
33

34 If any well drilled as aforesaid by a working interest owner results 34
35 in production such that that land upon which it is situated may properly be 35
36 included in a participating area, such participating area shall be established 36
37 or enlarged as provided in this agreement and the well shall thereafter be 37
38 operated by the Unit Operator in accordance with the terms of this agreement 38
39 and the unit operating agreement. 39
40

41 If any well drilled as aforesaid by a working interest owner obtains 41
42 production in quantities insufficient to justify the inclusion of the land 42
43 upon which such well is situated in a participating area, such well may be 43
44 operated and produced by the party drilling the same subject to the conserva- 44
45 tion requirements of this agreement. The royalties in amount or value of pro- 45
46 duction from any such well shall be paid as specified in the underlying lease 46
47 and agreements affected. 47
48

49 14. ROYALTY SETTLEMENT. The United States and any State and any royalty 49
50 owner who, is entitled to take in kind a share of the substances now unitized 50
51 hereunder shall hereafter be entitled to the right to take in kind its share 51
52 of the unitized substances, and Unit Operator, or the working interest owner 52
53 in case of the operation of a well by a working interest owner as herein pro- 53
54 vided for in special cases, shall make deliveries of such royalty share taken 54
55 in kind in conformity with the applicable contracts, laws, and regulations. 55
56 Settlement for royalty interest not taken in kind shall be made by working 56
57 interest owners responsible therefor under existing contracts, laws and regula- 57
58 tions, or by the Unit Operator, on or before the last day of each month for 58
59 unitized substances produced during the preceding calendar month; provided, 59
60 however, that nothing herein contained shall operate to relieve the lessees 60
61 of any land from their respective lease obligations for the payment of any 61
62 royalties due under their leases. 62
63

64 If gas obtained from lands not subject to this agreement is introduced 64
65 into any participating area hereunder, for use in repressuring, stimulation 65
66 of production, or increasing ultimate recovery, in conformity with a plan of 66
67 operations approved by the Supervisor, a like amount of gas, after settlement 67
68 as herein provided for any gas transferred from any other participating area 68
69 and with appropriate deduction for loss from any cause, may be withdrawn from 69

1 the formation into which the gas is introduced, royalty free as to dry gas, 1
 2 but not as to any products which may be extracted therefrom; provided that such 2
 3 withdrawal shall be at such time as may be provided in the approved plan of 3
 4 operations or as may otherwise be consented to by the Supervisor as conforming 4
 5 to good petroleum engineering practice; and provided further, that such right 5
 6 of withdrawal shall terminate on the termination of this unit agreement. 6

7
 8 Royalty due the United States shall be computed as provided in the 8
 9 operating regulations and paid in value or delivered in kind as to all 9
 10 unitized substances on the basis of the amounts thereof allocated to unitized 10
 11 Federal land as provided herein at the rates specified in the respective 11
 12 Federal leases, or at such lower rate or rates as may be authorized by law or 12
 13 regulation; provided, that for leases on which the royalty rate depends on 13
 14 the daily average production per well, said average production shall be deter- 14
 15 mined in accordance with the operating regulations as though each participating 15
 16 area were a single consolidated lease. 16

17
 18 15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases 17
 19 committed hereto shall be paid by working interest owners responsible therefor 19
 20 under existing contracts, laws, and regulations, provided that nothing herein 20
 21 contained shall operate to relieve the lessees of any land from their respective 21
 22 lease obligations for the payment of any rental or minimum royalty due under 22
 23 their leases. Rental or minimum royalty for lands of the United States subject 23
 24 to this agreement shall be paid at the rate specified in the respective leases 24
 25 from the United States unless such rental or minimum royalty is waived, suspended, 25
 26 or reduced by law or by approval of the Secretary or his duly authorized repre- 26
 27 sentative. 27
 28

29 With respect to any lease on non-Federal land containing provisions 29
 30 which would terminate such lease unless drilling operations are commenced upon 30
 31 the land covered thereby within the time therein specified or rentals are paid 31
 32 for the privilege of deferring such drilling operations, the rentals required 32
 33 thereby shall notwithstanding any other provision of this agreement, be deemed 33
 34 to accrue and become payable during the term thereof as extended by this agree- 34
 35 ment and until the required drilling operations are commenced upon the land 35
 36 covered thereby or until some portion of such land is included within a partici- 36
 37 pating area. 37
 38

39 16. CONSERVATION. Operations hereunder and production of unitized 39
 40 substances shall be conducted to provide for the most economical and efficient 40
 41 recovery of said substances without waste, as defined by or pursuant to State 41
 42 or Federal law or regulation. 42
 43

44 17. DRAINAGE. The Unit Operator shall take such measures as the 44
 45 Supervisor deems appropriate and adequate to prevent drainage of unitized 45
 46 substances from unitized land by wells on land not subject to this agree- 46
 47 ment. 47
 48

49 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, 49
 50 and provisions of all leases, subleases, and other contracts relating to explora- 50
 51 tion, drilling, development, or operation for oil or gas on lands committed to 51
 52 this agreement are hereby expressly modified and amended to the extent necessary 52
 53 to make the same conform to the provisions hereof, but otherwise to remain in 53
 54 full force and effect; and the parties hereto hereby consent that the Secretary 54
 55 shall and by his approval hereof, or by the approval hereof by his duly 55
 56 authorized representative, does hereby establish, alter, change, or revoke the 56
 57 drilling, producing, rental, minimum royalty, and royalty requirements of 57
 58 Federal leases committed hereto and the regulations in respect thereto to 58
 59 conform said requirements to the provisions of this agreement, and, without 59
 60 limiting the generality of the foregoing, all leases, subleases, and contracts 60
 61 are particularly modified in accordance with the following: 61
 62

63 (a) The development and operation of lands subject to this agreement 63
 64 under the terms hereof shall be deemed full performance of all obligations 64
 65 for development and operation with respect to each and every separately 65
 66 owned tract subject to this agreement, regardless of whether there is any 66
 67 development of any particular tract of the unit area. 67
 68

69 (b) Drilling and producing operations performed hereunder upon any 69
 70 tract of unitized lands will be accepted and deemed to be performed upon 70

and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States committed to this agreement, which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such terms so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with the provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for two years and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act Revision of 1960.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 731-734): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(h) Any lease, other than a Federal lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

1 20. EFFECTIVE DATE AND TERM. This agreement shall become effective 1
2 upon approval by the Secretary or his duly authorized representative and 2
3 shall terminate five (5) years from said effective date unless: 3
4

5 (a) such date of expiration is extended by the Director, or 5
6 6

7 (b) it is reasonably determined prior to the expiration of the 7
8 fixed term or any extension thereof that the unitized land is incapable 8
9 of production of unitized substances in paying quantities in the formations 9
10 tested hereunder and after notice of intention to terminate the agreement on 10
11 such ground is given by the Unit Operator to all parties in interest at their 11
12 last known addresses, the agreement is terminated with approval of the Super- 12
13 visor, or 13
14 14

15 (c) a valuable discovery of unitized substances has been made or 15
16 accepted on unitized land during said initial term or any extension thereof, 16
17 in which event the agreement shall remain in effect for such term and so 17
18 long as unitized substances can be produced in quantities sufficient to pay 18
19 for the cost of producing same from wells on unitized land within any par- 19
20 ticipating area established hereunder and, should production cease, so long 20
21 thereafter as diligent operations are in progress for the restoration of 21
22 production or discovery of new production and so long thereafter as unitized 22
23 substances so discovered can be produced as aforesaid, or 23
24 24

25 (d) it is terminated as heretofore provided in this agreement. This 25
26 agreement may be terminated at any time by not less than 75 per centum, on an 26
27 acreage basis, of the working interest owners signatory hereto, with the 27
28 approval of the Supervisor; notice of any such approval to be given by the 28
29 Unit Operator to all parties hereto. 29
30 30

31 21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director is 31
32 hereby vested with authority to alter or modify from time to time in his discre- 32
33 tion the quantity and rate of production under this agreement when such quantity 33
34 and rate is not fixed pursuant to Federal or State law or does not conform to 34
35 any state-wide voluntary conservation or allocation program which is established, 35
36 recognized, and generally adhered to by the majority of operators in such State, 36
37 such authority being hereby limited to alteration or modification in the public 37
38 interest, the purpose hereof and the public interest to be served thereby to be 38
39 stated in the order of alteration or modification. Without regard to the fore- 39
40 going, the Director is also hereby vested with authority to alter or modify 40
41 from time to time in his discretion the rate of prospecting and development and 41
42 the quantity and rate of production under this agreement when such alteration 42
43 or modification is in the interest of attaining the conservation objectives 43
44 stated in this agreement and is not in violation of any applicable Federal or 44
45 State law. 45
46 46

47 Powers in this section vested in the Director shall only be exercised 47
48 after notice to Unit Operator and opportunity for hearing to be held not less 48
49 than 15 days from notice. 49
50 50

51 22. APPEARANCES. Unit Operator shall, after notice to other parties 51
52 affected, have the right to appear for and on behalf of any and all interests 52
53 affected hereby before the Department of the Interior and to appeal from orders 53
54 issued under the regulations of said Department or to apply for relief from 54
55 any of said regulations or in any proceedings relative to operations before 55
56 the Department of the Interior or any other legally constituted authority; 56
57 provided, however, that any other interested party shall also have the right 57
58 at his own expense to be heard in any such proceeding. 58
59 59

60 23. NOTICES. All notices, demands or statements required hereunder to 60
61 be given or rendered to the parties hereto shall be deemed fully given if given 61
62 in writing and personally delivered to the party or sent by postpaid registered 62
63 or certified mail, addressed to such party or parties at their respective 63
64 addresses set forth in connection with the signatures hereto or to the ratifica- 64
65 tion or consent hereof or to such other address as any such party may have 65
66 furnished in writing to party sending the notice, demand or statement. 66
67 67

68 24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained 68
69 shall be construed as a waiver by any party hereto of the right to assert any 69

1 legal or constitutional right or defense as to the validity or invalidity of
 2 any law of the State wherein said unitized lands are located, or of the United
 3 States, or regulations issued thereunder in any way affecting such party, or
 4 as a waiver by any such party of any right beyond his or its authority to
 5 waive.
 6

7 25. UNAVOIDABLE DELAY. All obligations under this agreement requiring
 8 the Unit Operator to commence or continue drilling or to operate on or produce
 9 unitized substances from any of the lands covered by this agreement shall be
 10 suspended while the Unit Operator, despite the exercise of due care and diligence,
 11 is prevented from complying with such obligations, in whole or in part, by
 12 strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable
 13 accidents, uncontrollable delays in transportation, inability to obtain necessary
 14 materials in open market, or other matters beyond the reasonable control of the
 15 Unit Operator whether similar to matters herein enumerated or not. No unit
 16 obligation which is suspended under this section shall become due less than
 17 thirty (30) days after it has been determined that the suspension is no longer
 18 applicable. Determination of creditable "Unavoidable Delay" time shall be made
 19 by the unit operator subject to approval of the Supervisor.
 20

21 26. NONDISCRIMINATION. In connection with the performance of work under
 22 this agreement, the Operator agrees to comply with all the provisions of Section
 23 202 (1) to (7) inclusive of Executive Order 11246 (30 F.R. 12319), as amended,
 24 which are hereby incorporated by reference in this agreement.
 25

26 27. LOSS OF TITLE. In the event title to any tract of unitized land
 27 shall fail and the true owner cannot be induced to join in this unit agreement,
 28 such tract shall be automatically regarded as not committed hereto and share
 29 shall be such readjustment of future costs and benefits as may be required on
 30 account of the loss of such title. In the event of a dispute as to title as
 31 to any royalty, working interest, or other interests subject thereto, payment
 32 or delivery on account thereof may be withheld without liability for interest
 33 until the dispute is finally settled; provided, that, as to Federal land or
 34 leases, no payments of funds due the United States should be withheld, but such
 35 funds shall be deposited as directed by the Supervisor to be held as unearned
 36 money pending final settlement of the title dispute, and then applied as earned
 37 or returned in accordance with such final settlement. Unit operator as such is
 38 relieved from any responsibility for any defect or failure of any title hereunder.
 39

40 28. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial
 41 interest in a tract within the unit area fails or refuses to subscribe or consent
 42 to this agreement, the owner of the working interest in that tract may withdraw
 43 said tract from this agreement by written notice delivered to the Supervisor and
 44 the Unit Operator prior to the approval of this agreement by the Supervisor. Any
 45 oil or gas interests in lands within the unit area not committed hereto prior to
 46 submission of this agreement for final approval may thereafter be committed hereto
 47 by the owner or owners thereof subscribing or consenting to this agreement, and,
 48 if the interest is a working interest, by the owner of such interest also sub-
 49 scribing to the unit operating agreement. After operations are commenced here-
 50 under, the right of subsequent joinder, as provided in this section, by a working
 51 interest owner is subject to such requirements or approvals, if any, pertaining
 52 to such joinder, as may be provided for in the unit operating agreement. After
 53 final approval hereof, joinder by a non-working interest owner must be consented
 54 to in writing by the working interest owner committed hereto and responsible
 55 for the payment of any benefits that may accrue hereunder in behalf of such non-
 56 working interest. A non-working interest may not be committed to this unit
 57 agreement unless the corresponding working interest is committed hereto. Joinder
 58 to the unit agreement by a working-interest owner, at any time, must be accompanied
 59 by appropriate joinder to the unit operating agreement, if more than one committed
 60 working-interest owner is involved, in order for the interest to be regarded as
 61 committed to this unit agreement. Except as may otherwise herein be provided,
 62 subsequent joinders to this agreement shall be effective as of the first day of
 63 the month following the filing with the Supervisor of duly executed counterparts
 64 of all or any papers necessary to establish effective commitment of any tract to
 65 this agreement unless objection to such joinder is duly made within 60 days by
 66 the Supervisor.
 67

68 29. COUNTERPARTS. This agreement may be executed in any number of counter-
 69 parts no one of which needs to be executed by all parties or may be ratified or

consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

30. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

31. BUREAU OF LAND MANAGEMENT LANDS. Nothing in this unit agreement shall modify the special Federal-Lease stipulations applicable to lands under the jurisdiction of the Bureau of Land Management.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

UNIT OPERATOR AND WORKING INTEREST OWNERS

NORRIS OIL CO.

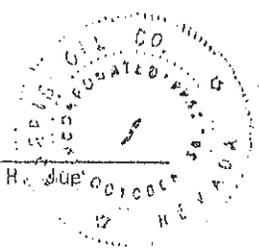
DATE
December 5, 1975

By J. Harold Round
Vice-President, Lands
J. Harold Round

Address:
P.O. Box A-1
Ventura, California 93001

ATTEST:

Joyce H. Terry
Secretary Joyce H. Terry



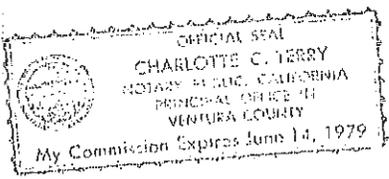
STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

The foregoing instrument was acknowledged before me by _____
Lands
J. Harold Round as Vice-President of Norris Oil Co., this 5th
day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Charlotte C. Terry
Notary Public Charlotte C. Terry



RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary unit operating agreement which relates to said unit agreement, the undersigned hereby expressly ratifies, approves and adopts said unit agreement, and also said unit operating agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns or successors in interest.

EXECUTED this 22nd day of December, 1975.

NORRIS OIL EXPLORATION PROGRAM-1972
By: Norris Oil Co. General Partner
By: William F. Wrath
William F. Wrath, Exec. Vice Pres.
Address: P. O. Box A-1
Ventura, CA. 93001

ATTEST:

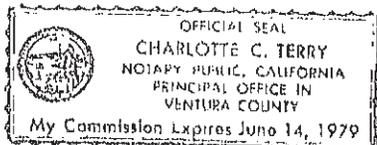
Joseph H. Jue
Joseph H. Jue, Secretary



STATE OF CALIFORNIA Y
 Y SS.
COUNTY OF VENTURA Y

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared WILLIAM F. WRATH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of NORRIS OIL CO., the General Partner of NORRIS OIL EXPLORATION PROGRAM-1972, a limited partnership, and that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of December, 1975.



(SEAL)

Charlotte C. Terry Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

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This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns or successors in interest.

EXECUTED this 7th day of January, 1976

Pacific Transmission Supply Company
245 Market Street
Address: San Francisco, CA 94105
E. H. Winsor
Manager of Mineral Leases

Tract No. 15

STATE OF CALIFORNIA
City and County of SAN FRANCISCO ss.
On this 7th day of January, in the year 1976, before me, Marion L. Kinney
a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared
E. H. WINSOR
known to me to be the Manager of Mineral Leases
of Pacific Transmission Supply Company.

The corporation that executed the within instrument, and to be the person... who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of SAN FRANCISCO, the day and year in this certificate first above written.

Marion L. Kinney
Notary Public in and for the
City and County of SAN FRANCISCO, State of California
My Commission Expires May 14, 1976



RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

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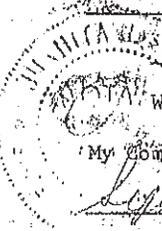
This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns or successors in interest.

EXECUTED this 26th day of January, 1976

Cerianne Dyson
Address: 852 Hilmore
Santa Fe, New Mexico

STATE OF New Mexico)
COUNTY OF Eddy) ss.

The foregoing instrument was acknowledged before me by Cerianne Dyson, as _____ of _____



26th day of January, 1976

WITNESS my hand and official seal.

My Commission Expires: Sept 10, 1979

Juanita L. Jones
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary unit operating agreement which relates to said unit agreement, the undersigned hereby expressly ratifies, approves and adopts said unit agreement, and also said unit operating agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns or successors in interest.

EXECUTED this 9th day of February, 1975.

[Signature]
Address: [Signature]

STATE OF Colorado)
City and) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by William of Denver, Colorado.

day of February, 1975.

WITNESS my hand and official seal.

My Commission Expires:

October 9, 1978

[Signature]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "B"
 SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
 EVACUATION CREEK UNIT AREA
 GARFIELD & RIO BLANCO COUNTIES, COLORADO

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
FEDERAL LANDS							
1	T5S-R10W, 6th P.M. Sec. 2: SW ¹ , W3/4, NE3/4, NE3/4	270.00	C-02633-B HEP	USA - All	Atlantic Richfield Co. 25% Cecil L. Lanier 2.5% Albuquerque National Bank, Executor for the Estate of Lee W. Kilgore 2.5%	Estate of Mr. A. Buttram .161746% Cecil A. Aberrathy .25% Frank Buttram 2.203241% Cecil L. Lanier 2.00390625% J. Carl Brian .003413% C. W. Sanders .37109375%	Atlantic Richfield Co. 25% Cecil L. Lanier 2.5% Albuquerque National Bank, Executor for the Estate of Lee W. Kilgore 2.5%
2	T5S-R10W, 6th P.M. Sec. 35: N1/2, NE1/4 Sec. 36: N1/2, NE1/4	150.00	C-02026 HEP	USA - All	Atlantic Richfield Co. 100%	Donald J. Gibbs .50% Chorney Oil Co. 1.25% William A. Hagan, Trustee for Matthew Wolf Trust #1 1.25%	Atlantic Richfield Co. 100%
3	T5S-R10W, 6th P.M. Sec. 13: W1/2, NE1/4, SE1/4 Sec. 23: N1/2, NE1/4, SE1/4	600.00	C-1127721 4-30-76	USA - All	Norris Oil Exploration Program-1972 100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	Norris Oil Exploration Program-1972 100%
	T5S-R10W, 6th P.M. Sec. 27: SE1/4 Sec. 35: S1/2 Sec. 36: All	1,915.57	C-0128472 7-31-76	USA - All	Norris Oil Exploration Program-1972 100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	Norris Oil Exploration Program-1972 100%
	T5S-R10W, 6th P.M. Sec. 1: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20 (All) Sec. 2: Lot 1, SW1/4						

Block	Section	Acres	Order No.	Date	Country	Program	Percentage	Explorers	Share	Program	Percentage
380	T5S-R10E4, 4th P.M. Sec. 24: NE 1/4 Sec. 26: NE 1/4, SE 1/4	440.00	C-1128473	7-31-76	USA - All	Norris Oil Exploration Program-1972	100%	Catherine Brunel & John H. Brunel F. S. DiGrappa Viking Exploration Co. Big Chief Exploration Company	4.5% 2.25% .25% .50%	Norris Oil Exploration Program-1972	100%
6	T5S-R10E4, 4th P.M. Sec. 20: SE 1/4, NE 1/4	120.00	C-0128474	7-31-76	USA - All	Norris Oil Exploration Program-1972	100%	Catherine Brunel F. S. DiGrappa Viking Exploration Co. Big Chief Exploration Company	4.5% 2.25% .25% .50%	Norris Oil Exploration Program-1972	100%
7	T4S-R10E4, 4th P.M. Sec. 21: SE 1/4 Sec. 31: SE 1/4	640.00	C-461	10-31-76	USA - All	Norris Oil Exploration Program-1972	100%	John H. Brunel F. S. DiGrappa Viking Exploration Co. Big Chief Exploration Company	4.5% 2.25% .25% .50%	Norris Oil Exploration Program-1972	100%
8	T5S-R10E4, 4th P.M. Sec. 7: Lots 7, 8, NE 1/4 Sec. 8: NE 1/4	270.01	C-1070	1-31-77	USA - All	Corinne Grace	100%	None		Corinne Grace	100%
9	T5S-R10E4, 4th P.M. Sec. 7: NE 1/4 Sec. 15: SE 1/4	200.00	C-1071	1-31-77	USA - All	Norris Oil Exploration Program-1972	100%	Catherine Brunel F. S. DiGrappa Viking Exploration Co. Big Chief Exploration Company	4.5% 2.25% .25% .50%	Norris Oil Exploration Program-1972	100%
10	T5S-R10E4, 4th P.M. Sec. 12: Lots 5, 6, 7, 8 Sec. 19: Lots 5, 6, 7, 8, E 1/2 NW 1/4	282.45	C-1785	5-31-77	USA - All	Norris Oil Exploration Program-1972	100%	John H. Brunel F. S. DiGrappa Viking Exploration Co. Big Chief Exploration Company	4.5% 2.25% .25% .50%	Norris Oil Exploration Program-1972	100%

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11	T55-R102W, 6th P.M. Sec. 14: S $\frac{1}{2}$ Sec. 15: NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22: NE $\frac{1}{4}$ Sec. 23: SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	960.00	C-2062 6-30-77	USA - All	Norris Oil Exploration Program-1972	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	Norris Oil Exploration Program-1972	100%
12	T55-R102W, 6th P.M. Sec. 5: Lot 5	10.44	C-299h 11-30-77	USA - All	Norris Oil Exploration Program-1972	100%	F. S. DiGrappa 2% Walter S. Fees, Jr. 3% John H. Brunel 2 $\frac{1}{2}$ %	Norris Oil Exploration Program-1972	100%
	T55-R102W, 6th P.M. Sec. 5: Lots 7, 8 Sec. 6: Lots 10, 11 Sec. 7: Lots 5, 6, S $\frac{1}{2}$ NW $\frac{1}{4}$	455.06	C-203h 12-31-79	USA - All	Norris Oil Exploration Program-1972	100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	Norris Oil Exploration Program-1972	100%
	T45-R102W, 6th P.M. Sec. 29: Lots 1, 2, 3, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32: Lots 1, 2, 3, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	453.03	C-2500 3-31-79	USA - All	Norris Oil Exploration Program-1972	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	Norris Oil Exploration Program-1972	100%
	T55-R102W, 6th P.M. Sec. 3: S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 10: N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	240.00	C-9500 9-30-79	USA - All	Raymond Chorney Mono Power Co. Pacific Transmission Supply Co.	25.0% 37.5% 37.5%	Warren Driskell 4%	Raymond Chorney Mono Power Co. Pacific Transmission Supply Co.	25.0% 37.5% 37.5%
15	T55-R102W, 6th P.M. Sec. 2: Lot 2	40.21	C-9500-A 9-30-79	USA - All	Fuel Resources Development Co.	100%	Raymond Chorney 3.5%	Fuel Resources Development Co.	100%

17 753-11074, 6ch P.M. 200.00 C-10495 USA - All
 Sec. 35: 11/27/80, 8/21/81 2-29-80
 Sec. 35: 8/21/81

BOOK 356 PAGE 833

From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5602' below the surface of the ground;
 Rocky Mountain Oil Co. 2%
 Belco 1972 Oil & Gas Fund, Ltd. 56.250000%
 Fuel Resources Development Co. 25.000000%
 Richard Abrons 2.343750%
 David Gottesman 3.515625%
 Frits Markus 3.515625%
 H. F. van Itallie 1.171875%
 Jack Barnett 1.757812%
 William Knobler .585938%
 Arthur Zankel 1.171875%
 Robert M. Beren 2.343750%
 Sheldon K. Beren 2.343750%
 From said point (being approximately 5692' below the surface) down
 Fuel Resources Co. 100%

From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground;
 Belco 1972 Oil & Gas Fund, Ltd. 56.250000%
 Fuel Resources Development Co. 25.000000%
 Richard Abrons 2.343750%
 David Gottesman 3.515625%
 Frits Markus 3.515625%
 H. F. van Itallie 1.171875%
 Jack Barnett 1.757812%
 William Knobler .585938%
 Arthur Zankel 1.171875%
 Robert M. Beren 2.343750%
 Sheldon K. Beren 2.343750%
 From said point (being approximately 5692' below the surface) down
 Fuel Resources Co. 100%

15	TLS-RICEW, 6th P.M. Sec. 25: 1/2	320.00	C-10496 2-29-80	USA - All	From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground;	Rocky Mountain Oil Co. 2%	From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground;
					Belco 1972 Oil & Gas Fund, Ltd. 56.250000%		Belco 1972 Oil & Gas Fund, Ltd. 56.250000%
					Fuel Resources Development Co. 25.000000%		Fuel Resources Development Co. 25.000000%
					Richard Abrons 2.343750%		Richard Abrons 2.343750%
					David Gottesman 3.515625%		David Gottesman 3.515625%
					Frits Markus 3.515625%		Frits Markus 3.515625%
					H. F. van Itallie 1.171875%		H. F. van Itallie 1.171875%
					Jack Barnett 1.757812%		Jack Barnett 1.757812%
					William Knobler .585938%		William Knobler .585938%
					Arthur Zankel 1.171875%		Arthur Zankel 1.171875%
					Robert M. Beren 2.343750%		Robert M. Beren 2.343750%
					Sheldon K. Beren 2.343750%		Sheldon K. Beren 2.343750%
					From said point (being approximately 5692' below the surface) Down		From said point (being approximately 5692' below the surface) Down
					Fuel Resources Co. 100%		Fuel Resources Co. 100%
15	TLS-RICEW, 6th P.M. Sec. 25: 1/2 Sec. 30: Lots 5,6,7,8, 1/2 Sec. 31: Lots 5,6,7,8, 1/2 Sec. 32: 1/2	1,309.52	C-11059 6-30-80	USA - All	Norris Oil Exploration Program-1972 100%	Milton Cades 3% F. S. DiGrappa 1.75% Big Chief Exploration Company .25% John H. Brunel 2 1/2%	Norris Oil Exploration Program-1972 100%

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20 TSS-11024, 6th P.M. 720.00 C-11854 USA - All
 Rec. 20: WASHCO, INC. 11-10-70
 Sec. 2: BWSM, INC.

From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison Formation being approximately 5692' below the surface of the ground;

Belco 1972 Oil & Gas Fund, Ltd.	56.250000%
Fuel Resources Development Co.	25.000000%
Richard Abrons	2.343750%
David Gottesman	3.515625%
Frits Markus	3.515625%
H. F. van Itallie	1.171875%
Jack Barnett	1.757812%
William Knobler	.589062%
Arthur Zankel	1.171875%
Robert M. Beren	2.343750%
Sheldon K. Beren	2.343750%

From said point (being approximately 5692' below the surface) down

Fuel Resources Co.	100%
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From the surface of the ground and the stratigraphic equivalent of a point 117' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground;

Belco 1972 Oil & Gas Fund, Ltd.	56.250000%
Fuel Resources Development Co.	25.000000%
Richard Abrons	2.343750%
David Gottesman	3.515625%
Frits Markus	3.515625%
H. F. van Itallie	1.171875%
Jack Barnett	1.757812%
William Knobler	.589062%
Arthur Zankel	1.171875%
Robert M. Beren	2.343750%
Sheldon K. Beren	2.343750%

From said point (being approximately 5692' below the surface) down

Fuel Resources Co.	100%
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BOOK 386 PAGE 836

21	TSS-RLC2W, 6th P.M. Sec. 17: Lots 9, 10, 11, 12, E $\frac{1}{2}$	421.39	C-16981 1-31-77	USA - All	Norris Oil Exploration Program - 1972 100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	Norris Oil Exploration Program - 1972	100%
22	TSS-RLC2W, 6th P.M. Sec. 5: Lot 6 Sec. 6: Lots 8 & 9 Sec. 7: E $\frac{1}{2}$ Sec. 11: Lots 1, 2, W $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$	575.45	C-16985 3-31-76	USA - All	Norris Oil Exploration Program - 1972 100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	Norris Oil Exploration Program - 1972	100%
23	TSS-RLC2W, 6th P.M. Sec. 14: N $\frac{1}{2}$ Sec. 17: E $\frac{1}{2}$ Sec. 22: E $\frac{1}{2}$	260.00	C-21735 8-31-84	USA - All	Taiga Land, Inc. 97% William R. Fishman and Robertta J. Fishman 3%	65% production payment of \$500 per acre out of 4% of all production Wesley A. Stranger 35% production payment of \$500 per acre out of 4% of all production Stewart Capital Corporation F. S. DiGrappa 3.5%	Taiga Land, Inc. William R. Fishman and Robertta J. Fishman	97% 3%
24	TSS-RLC2W, 6th P.M. Sec. 2: Lots 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 3: Lots 1, 2, S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 10: W $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 11: W $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 12: Lots 1, 2, 3, 4, 5, 6, NW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ (All) Sec. 17: W $\frac{1}{2}$, E $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$	2,576.76	C-21736 8-31-84	USA - All	William R. Fishman and Robertta J. Fishman 3% Taiga Land, Inc. 97%	Sally L. Vanden Bergh 33333125% Donald J. Egan .62500000% John F. Kelly .40625% Paul Polak .85416875% Jack J. Grynberg 3.12500000% Raymond Lee Payne, Jr. .40625% F. S. DiGrappa 1.5%	William R. Fishman and Robertta J. Fishman Taiga Land, Inc.	3% 97%
25	TSS-RLC2W, 6th P.M. Sec. 2: SE $\frac{1}{4}$	160.00	C-22466 3-31-85	USA - All	*Lon Smith 100%	None	Lon Smith	100%

25 FEDERAL TRACTS TOTALING 14,290.89 ACRES OR 93.89% OF THE TOTAL UNIT AREA

FEE LANDS

26	T55-R1027	6th P.M.	720.00	7-18-85	Cordon LaNoyme Jones, Hellene P. Jones, H&W	F. S. DiGrappa	100%	None	F. S. DiGrappa	100%
	Sec. 2:	3.75%								
	Sec. 10:	2.5%								
	Sec. 11:	21.875%		8-29-77	Rainbow Resources, Inc.	F. S. DiGrappa	100%	None	F. S. DiGrappa	100%
	Sec. 15:	21.875%		8-29-77	Claud B. Hamill	F. S. DiGrappa	100%	None	F. S. DiGrappa	100%
		3.75%		7-24-85	Richard W. Young	F. S. DiGrappa	100%	None	F. S. DiGrappa	100%
		3.75%		7-24-85	Harold F. Young	F. S. DiGrappa	100%	None	F. S. DiGrappa	100%
		14.583%		7-16-85	Robert Fitzpatrick Burford	F. S. DiGrappa	100%	None	F. S. DiGrappa	100%
		14.583%		7-16-85	Barbara Edwards	F. S. DiGrappa	100%	None	F. S. DiGrappa	100%
		14.583%		7-16-85	Patricia Moore	F. S. DiGrappa	100%	None	F. S. DiGrappa	100%
				Therald N. Jensen	Unleased		None	Unleased		
				2.5%						
27	T55-R1027	6th P.M.	59.85	HBP	Albert C. Kirby & Ruby Nector Kirby, H&W	Walter Fees Willard Pease	17.5% 25.0%	Jack Pennell	Walter Fees Willard Pease	17.5% 25.0%
	Sec. 29:	30%				Robert J. Gutru	37.5%	2%	Robert J. Gutru	37.5%
		20%			Davis D. Robertson & Sheryl C. Robertson, H&W	Jerry Shawver Leroy Bacon	10.0% 10.0%		Jerry Shawver Leroy Bacon	10.0% 10.0%
		25%			Robert M. Eidson & Jean Edison, H&W					
		25%			James W. Eidson & Marilyn Edison, H&W					

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(Described
 under the orig-
 inal survey as
 SECTION 29,
 SECTION 29)

TRACT	ACRES	PERCENTAGE	OWNER	PERCENTAGE	OWNER	PERCENTAGE
T4S-R10E2W, 6th P.M. Sec. 32, Resurvey Tract 41	150.41	HEP	Albert C. Kirby & Ruby	17.5%	Jack Fennell	17.5%
			Rector Kirby, H&W	25.0%	Willard Pease	25.0%
T5S-R10E2W, 6th P.M. Sec. 8, Resurvey Tract 41			Davie D. Robertson &	30%	Robert J. Gutru	37.5%
			Sheryl C. Robertson, H&W	10.0%	Jerry Shawver	10.0%
			Leroy Bacon	10.0%	Leroy Bacon	10.0%
			Thomas Earl Eidson & Mary Ellen Eidson, H&W	25%		
			Fred M. Eidson & Judith L. Eidson, H&W	8.33 1/3%		
			Linda L. Noel & Bert Noel, W&W	8.33 1/3%		
			Marcee Ann Eidson, a single woman	8.33 1/3%		

3 FEE TRACTS TOTALING 930.26 ACRES OR 6.11% OF THE UNIT AREA

TOTAL OF 28 TRACTS TOTALING 15,221.15 ACRES

* Assignment pending from Lon Smith to F. S. DiGrappa

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RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 9th day of December, 1975.

Catherine Brunel
John H. Brunel

3, 4, 5, 6, 7, 9, 10, 11 Address: R.D. Box 229
TRACT (s) 12, 13, 14, 19, 20, 22 Golden, Colo. 80401

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF Colorado)
COUNTY OF Denver) ss.

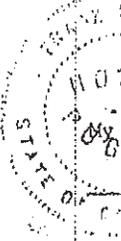
The foregoing instrument was acknowledged before me by John H. Brunel and Catherine Brunel.

_____ day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Frank D. Grayson
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 15th day of December, 1975. VIKING EXPLORATION, INC.

By: Charles A. Einarsen Charles A. Einarsen, President Address: 820 Denver Center Bldg. 1776 Lincoln Denver, Colorado 80203

TRACT (s) 3456, 79, 10, 11, 13, 19, 21, 22 See Exhibit "B"

STATE OF COLORADO) CITY AND) ss. COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Charles A. Einarsen, as President of VIKING EXPLORATION, INC.

15th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

April 4, 1979

Notary Public [Notary Seal]

STATE OF)) ss. COUNTY OF)

The foregoing instrument was acknowledged before me by

day of, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 11th day of December, 1975.

BIG CHIEF EXPLORATION COMPANY

By William N. Cox

Address: 350 Capitol Life Center

TRACT (s) 34, 56, 79, 10, 11, 13, 14, 19, 21, 22 Denver, Colorado 80203

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by William N. Cox, as President of Big Chief Exploration Company.

11th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires: _____

Karen R. B...
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 19th day of December, 1975.

Raymond Chorney

Raymond Chorney
Address: 401 Lincoln Tower Building
1860 Lincoln Street
Denver, Colorado 80203

TRACT (s) 16

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by RAYMOND CHORNEY.

19th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

October 22, 1979

Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 19th day of December, 1975.

Warren Driskell
Warren Driskell
Address: P. O. Box 1021

TRACT (s) 15 Denver, Colorado 80201

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

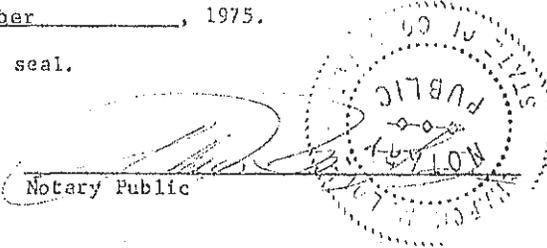
The foregoing instrument was acknowledged before me by Warren Driskell, as of

19th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

10-24-77



STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by WARREN DRISKELL.

19th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

October 28, 1979

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 23rd day of December, 1975.

[Signature]

Address: PO Box 939

TRACT (s) 19 Honolulu Hawaii 96808

STATE OF _____)
COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF Hawaii)
COUNTY OF Honolulu)

ss.

The foregoing instrument was acknowledged before me by [Signature]

23 day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

NOTARY PUBLIC, First Judicial Circuit
State of Hawaii
My Commission expires 12-15-78



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

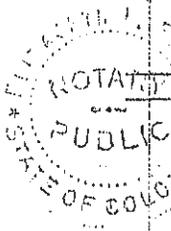
EXECUTED this 12 day of Dec, 1975.

[Signature]
Address: COFFEE GROVE
WELLSBORO CO. CO. 81270

TRACT (s) 24

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me by PAUL R. POLAK, as _____ of _____.



12th day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:
My Commission Expires Dec. 19, 1978

[Signature]
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 31st day of December, 1975.

X [Signature]
X Melvin P. Jones
X Address: Box 342

TRACT (s) 26 Blanding Utah 84511

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ of _____, as _____ of _____.

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) ss.

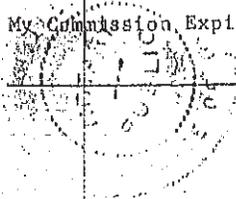
The foregoing instrument was acknowledged before me by [Signature]
Melvin P. Jones

31st day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires:

[Signature]
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Evacuation Creek Unit Area, Counties of Garfield and Rio Blanco, State of Colorado, dated November 18, 1975, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 2nd day of December, 1975.

Claude B. Hamill

Address: 2303 First City National Bank Bldg. Houston, Texas 77002

TRACT (s) 26

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____, as _____ of _____

_____ day of _____, 1975.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF Texas)
COUNTY OF Harris) ss.

The foregoing instrument was acknowledged before me by *Claude B. Hamill*

2nd day of December, 1975.

WITNESS my hand and official seal.

My Commission Expires: _____
Notary Public, Harris County, Texas
My Commission Expires June 1, 1977.

Anderson B. Craiss
Notary Public



NORRIS OIL CO.
P. O. Box A-1
Ventura, California 93001

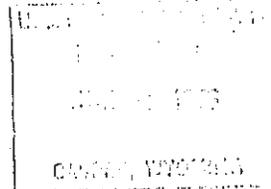
BOOK 523 PAGE 277

BOOK 386 PAGE 854

Re: Evacuation Creek Unit Area
Rio Blanco and Garfield
Counties, Colorado

To: The Director
United States Geological Survey
Washington, D. C.

Through: Mr. G. J. Curtis
Area Oil and Gas Supervisor
United States Geological Survey
P. O. Box 3359
Casper, Wyoming 82601



RESIGNATION OF UNIT OPERATOR

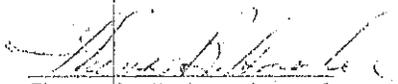
Norris Oil Co., Unit Operator under the Unit Agreement for the development and operation of the Evacuation Creek Unit Area, Counties of Rio Blanco and Garfield, State of Colorado, Contract Number 14-08-0001-14333, dated November 18, 1975, and approved effective April 8, 1976, by the United States Geological Survey, hereby respectfully resigns as Unit Operator under said Unit Agreement and under the Evacuation Creek Unit Operating Agreement dated November 18, 1975, and effective April 8, 1976, pursuant to Section 5 of the Unit Agreement, and asks that a successor Unit Operator be designated as provided in Section 6 of said Unit Agreement.

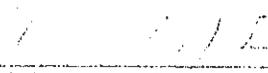
Dated this 8th day of APRIL, 1976.

Respectfully submitted,

ATTEST:

NORRIS OIL CO.

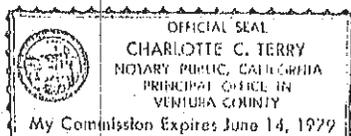

Thomas B. Hooker, Asst. Secretary

By 
Edward J. Carr, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On this 8th day of APRIL, 1976, before me, the undersigned, a Notary Public in and for the County of Ventura, State, of California, personally appeared Edward J. Carr, known to me to be the President and Thomas B. Hooker, known to me to be the Asst. Secretary of Norris Oil Co., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Charlotte C. Terry
Notary Public in and for the County
of Ventura, State of California

DESIGNATION OF SUCCESSOR OPERATOR
ROCK CANYON UNIT AREA - CONTRACT NUMBER 14-08-0001-12479
Rio Blanco & Garfield Counties,
Colorado

THIS INDENTURE, dated the 9 day of March, 1976, by and between SWEET PEA OIL & GAS INC., 555 Seventeenth Street, Denver, Colorado, 80202, hereinafter designated as "First Party", and the owner of the Rock Canyon Unit Area working interest, hereinafter designated as "Second Party",

W I T N E S S E T H:

WHEREAS UNDER THE PROVISIONS OF the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. secs. 181, et seq., and delegated to the Oil and Gas Supervisors of the Geological Survey (33 F.R. 5812), on September 18, 1972, Oil and Gas Supervisor approved Rock Canyon Unit Area Contract Number 14-08-0001-12479 wherein NORRIS OIL CO. is designated as Operator of the unitized area; and

WHEREAS, the Designation of Successor Operator is now desired, pursuant to Section No. 6 of the Unitization Agreement; and

WHEREAS, the First Party has been and is hereby designated by the Second Party as Operator of the unitized area, and said First Party desires to assume all the rights, duties and obligations of the Operator under said Unit Agreement;

NOW THEREFORE, in consideration of the premises hereinafter set forth, and the premises hereinbefore stated, the First Party hereby covenants and agrees to fulfill the duties and assume the obligations of the Operator of the unitized area under and pursuant to all the terms of the Rock Canyon Unit Agreement Contract Number 14-08-0001-124479 and to the Operating Agreement attached thereto as Exhibit "X" and dated June 15, 1972, covering said Unit Area, and the Second Party covenants and agrees that, effective as of the date herein specified, and upon receipt of this indenture properly executed by the Area Oil and Gas Supervisor, First Party shall be granted the exclusive right and privilege of exercising any and all rights and privileges as Operator, pursuant to the terms and conditions of said Unit Agreement, said Unit Agreement being hereby incorporated herein by reference and made a part hereof as fully and effective as though said agreement were expressly set forth in this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date hereinabove set forth.

ATTEST:

NORRIS OIL CO.

By Jack W. Knight
Jack W. Knight, Asst. Secy.

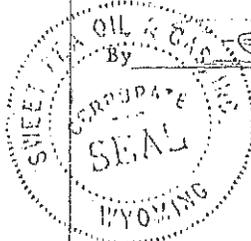
By L. J. Borstlemann
L. J. Borstlemann, Vice President

ATTEST:

SWEET PEA OIL & GAS INC.

By [Signature]
Secretary

By [Signature]
President



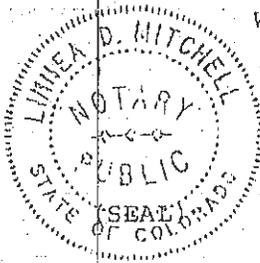
STATE OF COLORADO

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of March, 1976, by L. J. BORSTLEMANN, as Vice President, and JACK W. KNIGHT, as Assistant Secretary of NORRIS OIL CO., a corporation.

My commission expires: My Commission expires January 3, 1978

Witness my hand and official seal.



Linnea D. Mitchell
Notary Public

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of March, 1976, by R.F. Gilmore, as Vice- President, and Blaine Liles, as Secretary of SWEET PEA OIL & GAS INC., a corporation.

My commission expires: My Commission expires January 3, 1978

Witness my hand and official seal.



Linnea D. Mitchell
Notary Public

EXHIBIT "B"
 SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
 EVACUATION CREEK UNIT AREA
 GARFIELD & RIO BLANCO COUNTIES, COLORADO

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSOR OF RESCOP AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
FEDERAL LANDS							
1	T50-R102W, 6th P.M., Sec. 20: SW 1/4, W3/4, NE 1/4	290.00	C-02633-B HBP	USA - All	Atlantic Richfield Co. .25% Cecil L. Lanier 2.5% Albuquerque National Bank, Executor for the Estate of Lee W. Kilgore 2.5%	Estate of Wm. A. Buttram .161746% Cecil A. Abernathy .25% Frank Buttram 2.21441% Cecil L. Lanier 2.0330625% J. Carl Brian .002413% C. W. Sanders .37109375%	Atlantic Richfield Co. .25% Cecil L. Lanier 2.5% Albuquerque National Bank, Executor for the Estate of Lee W. Kilgore 2.5%
	T50-R103W, 6th P.M., Sec. 35: N 1/2, E 1/2, Sec. 36: N 1/2, E 1/2	160.00	C-020268 HBP	USA - All	Atlantic Richfield Co. 100%	Donald J. Gibbs .50% Chorsey Oil Co. 1.25% William Arpheid, Trustee for Mathew Wolf Trust 1.25%	Atlantic Richfield Co. 100%
	T55-R103W, 6th P.M., Sec. 13: W 1/2, Sec. 23: N 1/2, S 1/2, SE 1/4	600.00	C-0127721 4-30-76	USA - All	**Sweet Pea Oil & Gas Inc. 100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
	T46-R103W, 6th P.M., Sec. 25: SW 1/4, Sec. 35: SW 1/4, Sec. 36: All	1,916.57	C-0126472 7-31-76	USA - All	**Sweet Pea Oil & Gas Inc. 100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
	T55-R103W, 6th P.M., Sec. 1: Lots 5,6,7,8,9,10,11,12,13, 14,15,16,17,18,19 & 20 (All) Sec. 2: Lot 1, 3 1/2 NE 1/4						

Revised 3/24/76

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EXHIBIT "B"
 EVACUATION CREEK UNIT AREA
 GARFIELD & RIO BLANCO COUNTIES, COLORADO
 PAGE 2

100 (542) 201330

Well No.	Section	Acres	Survey	Country	Company	Ownership	Operator	Lease No.
5	T58-R103W, 6th P.M. Sec. 24: N Sec. 26: N 1/2 SW 1/4, SE 1/4 SW 1/4	140.00	C-0129473 7-31-76	USA - All	**Sweet Pea Oil & Gas Inc.	100%	Catherine Brunel & John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
6	T53-R103W, 6th P.M. Sec. 26: S 1/2 SE 1/4, NE 1/4 SW 1/4	120.00	C-0129474 7-31-76	USA - All	**Sweet Pea Oil & Gas Inc.	100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
7	T48-R102W, 6th P.M. Sec. 30: E Sec. 31: E	640.00	C-561 10-31-76	USA - All	**Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
8	T55-R102W, 6th P.M. Sec. 7: Lots 7, 8, NE 1/4 SW 1/4 Sec. 8: NW 1/4	290.01	C-1070 1-31-77	USA - All	***F.S. DiGrappa	100%	Corinne Grace 4%	***F.S. DiGrappa 100%
9	T55-R102W, 6th P.M. Sec. 7: S 1/2 SW 1/4 Sec. 18: E 1/2 SW 1/4	200.00	C-1072 1-31-77	USA - All	**Sweet Pea Oil & Gas Inc.	100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
10	T55-R102W, 6th P.M. Sec. 18: Lots 5, 6, 7, 8, E 1/2 SW 1/4 Sec. 19: Lots 5, 6, 7, 8, E 1/2 SW 1/4	202.45	C-1785 5-31-77	USA - All	**Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%

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Revised 3/24/76

EXHIBIT "B"
 EVACUATION CREEK UNIT AREA
 GARFIELD & RIO BLANCO COUNTIES, COLORADO
 PAGE 2

528 21232

5	T55-R103W, 6th P.M. Sec. 24: NW Sec. 26: N3W1, SE1SW1	440.00	C-0129473 7-31-76	USA - All **Sweet Pea Oil & Gas Inc.	100%	Catherine Brunel & John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc.	100%
	T55-R103W, 6th P.M. Sec. 26: SENE1, NE1NE1	120.00	C-0129474 7-31-76	USA - All **Sweet Pea Oil & Gas Inc.	100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc.	100%
	T45-R102W, 6th P.M. Sec. 29: E Sec. 31: E	640.00	C-561 10-31-76	USA - All **Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc.	100%
	T55-R102W, 6th P.M. Sec. 7: Lots 7, 8, E1SW1 Sec. 9: NW1	200.01	C-1072 1-31-77	USA - All ***F.S. DiGrappa	100%	Corinne Grace 4%	***F.S. DiGrappa	100%
	T55-R102W, 6th P.M. Sec. 7: SENE1 Sec. 19: ENE1	200.00	C-1073 1-31-77	USA - All **Sweet Pea Oil & Gas Inc.	100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc.	100%
10	T55-R102W, 6th P.M. Sec. 18: Lots 5, 6, 7, 8 Sec. 19: Lots 5, 6, 7, 8, E1NE1	262.45	C-1775 5-31-77	USA - All **Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc.	100%

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Revised 3/24/76

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11	T5S-R103W, 6th P.M. Sec. 14: S Sec. 15: NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22: NE Sec. 23: SE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	960.00	C-2062 6-30-77	USA - All	**Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
	T5S-R102W, 6th P.M. Sec. 5: Lot 5	10.44	C-2994 11-30-77	USA - All	**Sweet Pea Oil & Gas Inc.	100%	F. S. DiGrappa 2% Walter S. Fees, Jr. 3% John H. Brunel 2.5%	**Sweet Pea Oil & Gas Inc. 100%
	T5S-R102W, 6th P.M. Sec. 5: Lots 7, 8 Sec. 6: Lots 10, 11 Sec. 7: Lots 5, 6, E $\frac{1}{2}$ NW $\frac{1}{4}$	453.06	C-8034 12-31-78	USA - All	**Sweet Pea Oil & Gas Inc.	100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
	T5S-R103W, 6th P.M. Sec. 3: NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$							
	T4S-R102W, 6th P.M. Sec. 29: Lots 1, 2, 3, W $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 32: Lots 1, 2, 3, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$	453.03	C-8500 3-31-79	USA - All	**Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
15	T5S-R103W, 6th P.M. Sec. 3: SSW $\frac{1}{4}$ Sec. 10: N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	240.00	C-9500 9-30-79	USA - All	Raymond Chorney Mono Power Co. Pacific Transmission Supply Co.	25.0% 37.5% 37.5%	Warren Driskell 4%	Raymond Chorney Mono Power Co. Pacific Transmission Supply Co. 25% 37% 37%
16	T5S-R103W, 6th P.M. Sec. 2: Lot 2	40.21	C-9500-A 9-30-79	USA - All	Fuel Resources Development Co.	100%	Raymond Chorney 3.5%	Fuel Resources Development Co. 100%

Revised 3/24/76

EXHIBIT "B"
EVACUATION CREEK UNIT AREA
GARFIELD & RIO BLANCO COUNTIES, COLORADO
PAGE 4

17 T55-R103W, 6th P.M. 200.00 C-10495 USA - All
Sec. 34: N4W, 8W, R2E
Sec. 35: N4W

From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground:

Rocky Mountain Oil Co. 2%

Belco 1972 Oil & Gas Fund, Ltd. 56.250000%
Fuel Resources Development Co. 25.000000%
Richard Abrons 2.343750%
David Gottesman 3.515625%
Frits Markus 3.515625%
H. F. van Itallie 1.171875%
Jack Barnett 1.757812%
William Knobler .585938%
Arthur Zankel 1.171875%
Robert M. Beren 2.343750%
Sheldon K. Beren 2.343750%

From said point (being approximately 5692' below the surface) down

Fuel Resources Co. 100%

From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground:

Belco 1972 Oil & Gas Fund, Ltd. 56.250000%
Fuel Resources Development Co. 25.000000%
Richard Abrons 2.343750%
David Gottesman 3.515625%
Frits Markus 3.515625%
H. F. van Itallie 1.171875%
Jack Barnett 1.757812%
William Knobler .585938%
Arthur Zankel 1.171875%
Robert M. Beren 2.343750%
Sheldon K. Beren 2.343750%

From said point (being approximately 5692' below the surface) down

Fuel Resources Co. 100%

BOOK 386 PAGE 861

BOOK PAGE 862

Well ID	Section	Acres	Survey	Country	Operator	Share	Description	Operator	Share	Description
18	T58-R103W, 6th P.M. Sec. 25: W	320.00	C-10496 2-29-80	USA - All	From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground;	Rocky Mountain Oil Co.	2%	From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground;		
					Belco 1972 Oil & Gas Fund, Ltd.	56.250000%		Belco 1972 Oil & Gas Fund, Ltd.	56.250000%	
					Fuel Resources Development Co.	25.000000%		Fuel Resources Development Co.	25.000000%	
					Richard Abrons	2.343750%		Richard Abrons	2.343750%	
					David Gottesman	3.515625%		David Gottesman	3.515625%	
					Frits Markus	3.515625%		Frits Markus	3.515625%	
					H. F. van Itallie	1.171875%		H. F. van Itallie	1.171875%	
					Jack Barnett	1.171875%		Jack Barnett	1.171875%	
					William Knobler	.585938%		William Knobler	.585938%	
					Arthur Zankel	1.171875%		Arthur Zankel	1.171875%	
					Robert M. Beren	2.343750%		Robert M. Beren	2.343750%	
					Sheldon K. Beren	2.343750%		Sheldon K. Beren	2.343750%	
					From said point (being approximately 5692' below the surface) Down			From said point (being approximately 5692' below the surface) Down		
					Fuel Resources Co.	100%		Fuel Resources Co.	100%	
19	T46-R102W, 6th P.M. Sec. 29: NE 1/4, W 1/4 Sec. 30: Lpts 5, 6, 7, 8, E 1/4 Sec. 31: Lpts 5, 6, 7, 8, E 1/4 Sec. 32: W 1/4	1,300.52	C-11059 6-30-80	USA - All	**Sweet Pea Oil & Gas Inc.	100%	Milton Cades 3% F. S. DiGrappa 1.75% Big Chief Exploration Company .25% John H. Brunel 2 1/4%	**Sweet Pea Oil & Gas Inc.	100%	

EVACUATION CREEK UNIT AREA
GARFIELD & RIO BLANCO COUNTIES, COLORADO
PAGE 6

20 T50-R101W, 8th P.M. 720.00 C-11854 USA - All
Sec. 26: W/4SW1, NW1, 11-30-20
Sec. 27: N1/2SW1, SE1

From the surface of the ground and the stratigraphic equivalent of a point 110' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground:

Belco 1972 Oil & Gas Fund, Ltd.	56.250000%
Fuel Resources Development Co.	25.000000%
Richard Abrons	2.343750%
David Gottesman	3.515625%
Frits Markus	3.515625%
H. F. van Itallie	1.171875%
Jack Barnett	1.757125%
William Knobler	.565625%
Arthur Sankel	1.171875%
Robert M. Beren	2.343750%
Sheldon K. Beren	2.343750%

From said point (being approximately 5692' below the surface) down

Fuel Resources Co.	100%
--------------------	------

2%

From the surface of the ground and the stratigraphic equivalent of a point 110' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground:

Belco 1972 Oil & Gas Fund, Ltd.	56.250000%
Fuel Resources Development Co.	25.000000%
Richard Abrons	2.343750%
David Gottesman	3.515625%
Frits Markus	3.515625%
H. F. van Itallie	1.171875%
Jack Barnett	1.757125%
William Knobler	.565625%
Arthur Sankel	1.171875%
Robert M. Beren	2.343750%
Sheldon K. Beren	2.343750%

From said point (being approximately 5692' below the surface) down

Fuel Resources Co.	100%
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BOOK 306 PAGE 883

BOOK 366 PAGE 864

21	T58-R102W Sec. 18:	6th P.M. Lots 9, 10, 11, 12, 8 $\frac{1}{2}$	421.39 C-16981 1-31-77	USA - All **Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
22	T58-R102W Sec. 5: Sec. 6: Sec. 7: Sec. 8:	6th P.M. Lot 6 Lots 8 & 9 E $\frac{1}{2}$ Lots 1, 2, W $\frac{1}{2}$ NW $\frac{1}{4}$	575.45 C-16985 3-31-76 extended to 3-31-78	USA - All **Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
23	T58-R103W Sec. 14: Sec. 15: Sec. 22:	6th P.M. N $\frac{1}{2}$ E $\frac{1}{2}$ S $\frac{1}{2}$	960.00 C-21735 8-31-84	USA - All Taiga Land, Inc. 22% William R. Fishman and Roberta J. Fishman 3% Calalta Resources, Inc. 75%	65% production payment of \$500 per acre out of 4% of all production Wesley A. Stranger 35% production payment of \$500 per acre out of 4% of all production Stewart Capital Corporation F. S. DiGrappa 3.5%	Taiga Land, Inc. 22% William R. Fishman and Roberta J. Fishman 3% Calalta Resources, Inc. 75%	
24	T58-R103W Sec. 2: Sec. 14: Sec. 3: Sec. 10: Sec. 11: Sec. 12: Sec. 13:	6th P.M. Lots 3, 4, 8, NW $\frac{1}{4}$, NE $\frac{1}{2}$, SW $\frac{1}{4}$, Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ Lots 1, 2, 3, 4, 5, 6, NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ (all) W $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	2,536.76 C-21736 8-31-84	USA - All William R. Fishman and Roberta J. Fishman 3% Taiga Land, Inc. 22% Calalta Resources, Inc. 75%	Sally L. Vanden Bergh .83333125% Donald J. Eger .62500000% John P. Kelly .40625% Paul Polak .25416875% Jack J. Grynberg 3.12500000% Raymond Lee Payne, Jr. .40625% F. S. DiGrappa 1%	William R. Fishman and Roberta J. Fishman 3% Taiga Land, Inc. 22% Calalta Resources, Inc. 75%	
25	T58-R103W Sec. 27:	6th P.M. SE $\frac{1}{4}$	160.00 C-22466 3-31-85	USA - All *F.S. DiGrappa	100%	Lon Smith 5%	*F.S. DiGrappa 100%

25 FEDERAL TRACTS TOTALING 16,299.89 ACRES OR 23.89% OF THE TOTAL UNIT AREA

NEE LANDS

Section	Acres	Survey	Date	Owner	Interest	Other	Interest	Other	Interest
26	720.00	T55-R103W, 5th P.M.	7-18-85	Cordon LaMoyné Jones, Mellene P. Jones, H&M	25%	Taiga Land, Inc.	25%	F.S. DiGrappa	7.5%
Sec. 2:		5455E, SE1/4				Calalta Resources, Inc.	75%		
Sec. 10:		5455E, M&W, W&SE1/4						F.S. DiGrappa	7.5%
Sec. 11:		5455E, M&W, NW1/4	8-27-77	Rainbow Resources, Inc.	21.375%	Taiga Land, Inc.	25%	F.S. DiGrappa	7.5%
Sec. 15:		5455E, SE1/4	8-29-77	Claud B. Hamill	21.875%	Calalta Resources, Inc.	75%	F.S. DiGrappa	7.5%
			7-24-85	Richard W. Young	3.75%	Taiga Land, Inc.	25%	F.S. DiGrappa	7.5%
			7-24-85	Harold P. Young	3.75%	Calalta Resources, Inc.	75%	F.S. DiGrappa	7.5%
			7-16-85	Robert Fitzpatrick	14.533%	Taiga Land, Inc.	25%	F.S. DiGrappa	7.5%
			12-2-85	Barbara Edwards	11.583%	Calalta Resources, Inc.	75%	F.S. DiGrappa	7.5%
			7-16-85	Patricia Moore	14.583%	Taiga Land, Inc.	25%	F.S. DiGrappa	7.5%
				Therall N. Jensen	2.5%	Unleased		None	Unleased
				Albert C. Kirby & Ruby Rector Kirby, H&M	30%	Walter Fees	17.5%	Jack Pennell	2%
				Davie D. Robertson & Sheryl C. Robertson, H&M	20%	Willard Pease	25.0%	Walter Fees	17.5%
				Robert M. Eidson & Jean Edison, H&M	25%	Robert J. Gutru	37.5%	Willard Pease	25.0%
				James W. Eidson & Marilyn Edison, H&M	25%	Jerry Shawver	10.0%	Robert J. Gutru	37.5%
						Leroy Bacon	10.0%	Jerry Shawver	10.0%
								Leroy Bacon	10.0%

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Described
 under the original
 survey as
 5455E, M&W,
 Section 27)

EXHIBIT "B"
 EVACUATION CREEK UNIT AREA
 GARFIELD & RIO BLANCO COUNTIES, COLORADO
 PAGE 9

28	T19-R102W, 6th P.M. Sec. 32: Resurvey Tract 41	150.41	HBP	Albert C. Kirby & Ruby	Walter Fees	17.5%	Jack Pennell	Walter Fees	17.5%
	Rector Kirby, H&W			Willard Pease	25.0%	2%	Willard Pease	25.0%	
				30%	Robert J. Gutru	37.5%	Robert J. Gutru	37.5%	
				Davie D. Robertson &	Jerry Shawver	10.0%	Jerry Shawver	10.0%	
	T19-R102W, 6th P.M. Sec. 8: Resurvey Tract 41			Sheryl C. Robertson, H&W	Leroy Bacon	10.0%	Leroy Bacon	10.0%	
				20%					
				Thomas Earl Eidson & Mary					
				Ellen Eidson, H&W					
				25%					
				Fred M. Eidson & Judith					
				L. Eidson, H&W	8.33 1/3%				
				Linda L. Noel & Bert					
				Noel, W&W	8.33 1/3%				
				Marcee Ann Eidson, a					
				single woman	8.33 1/3%				

FEE TRACTS TOTALING 930.26 ACRES OR 6.11% OF THE UNIT AREA

TOTAL OF 28 TRACTS TOTALING 15,221.15 ACRES

* Assignment pending from Lon Smith to F. S. DiGrappa
 ** Assignments pending from Norris Oil Exploration Program-1972 to Sweet Pea Oil & Gas Inc.
 *** Assignment pending from Corinne Grace to F. S. DiGrappa

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11	T5S-R103W, 6th P.M. Sec. 14: S $\frac{1}{2}$ Sec. 15: NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22: N $\frac{1}{2}$ Sec. 23: SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	960.00	C-2062 6-30-77	USA - All	**Sweet Pea Oil & Gas Inc.	100%	John K. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
	T5S-R102W, 6th P.M. Sec. 5: Lot 5	10.44	C-2994 11-30-77	USA - All	**Sweet Pea Oil & Gas Inc.	100%	F. S. DiGrappa 2% Walter S. Fees, Jr. 3% John H. Brunel 2 $\frac{1}{2}$ %	**Sweet Pea Oil & Gas Inc. 100%
	T5S-R102W, 6th P.M. Sec. 5: Lots 7, 8 Sec. 6: Lots 10, 11 Sec. 7: Lots 5, 6, E $\frac{1}{2}$ NW $\frac{1}{4}$	455.06	C-8034 12-31-78	USA - All	**Sweet Pea Oil & Gas Inc.	100%	Catherine Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
	T5S-R103W, 6th P.M. Sec. 3: N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$							
	T4S-R102W, 6th P.M. Sec. 29: Lots 1, 2, 3, W $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 32: Lots 1, 2, 3, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$	453.03	C-8500 3-31-79	USA - All	**Sweet Pea Oil & Gas Inc.	100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
15	T5S-R103W, 6th P.M. Sec. 3: S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 10: N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	240.00	C-9500 9-30-79	USA - All	Raymond Chorney Mono Power Co. Pacific Transmission Supply Co.	25.0% 37.5% 37.5%	Warren Driskell 4%	Raymond Chorney 25.0% Mono Power Co. 37.5% Pacific Transmission Supply Co. 37.5%
16	T5S-R103W, 6th P.M. Sec. 2: Lot 2	40.21	C-9500-A 9-30-79	USA - All	Fuel Resources Development Co.	100%	Raymond Chorney 3.5%	Fuel Resources Development Co. 100%

Revised 3/24/76

EXHIBIT "B"
EVACUATION CREEK UNIT AREA
GARFIELD & RIO BLANCO COUNTIES, COLORADO
PAGE 4

17 T8E-R103W, 6th P.M. 200.00 C-10495 MUSA - ALL
Sec. 30: N30E, SW1/4 2-29-80
Sec. 35: N30W

From the surface of the Rocky Mountain Oil
ground and the strati- Co. 2%
graphic equivalent of a
point 119' below the top of
the Salt Wash member of the
Jurassic Morrison formation
being approximately 5692' below
the surface of the ground:

Belco 1972 Oil & Gas Fund,
Ltd. 56.250000%
Fuel Resources Development
Co. 25.000000%
Richard Abrons 2.343750%
David Gottesman 3.515625%
Frits Markus 3.515625%
H. F. van Itallie 1.171875%
Jack Barnett 1.757812%
William Knobler .585938%
Arthur Zankel 1.171875%
Robert M. Beren 2.343750%
Sheldon K. Beren 2.343750%

From said point (being
approximately 5692' below
the surface) down

Fuel Resources Co. 100%

From the surface of the
ground and the strati-
graphic equivalent of a
point 119' below the top of
the Salt Wash member of the
Jurassic Morrison formation
being approximately 5692' below
the surface of the ground:

Belco 1972 Oil & Gas Fund,
Ltd. 56.250000%
Fuel Resources Development
Co. 25.000000%
Richard Abrons 2.343750%
David Gottesman 3.515625%
Frits Markus 3.515625%
H. F. van Itallie 1.171875%
Jack Barnett 1.757812%
William Knobler .585938%
Arthur Zankel 1.171875%
Robert M. Beren 2.343750%
Sheldon K. Beren 2.343750%

From said point (being
approximately 5692' below
the surface) down

Fuel Resources Co. 100%

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18	T15-R103W, 6th P.M. Sec. 29: W $\frac{1}{2}$	320.00	G-10496 2-29-80	USA - All	From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground:	Rocky Mountain Oil Co. 2%	From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground:
					Belco 1972 Oil & Gas Fund, Ltd. 56.250000% Fuel Resources Development Co. 25.000000% Richard Abrons 2.343750% David Cottesman 3.515625% Frits Markus 3.515625% H. F. van Itallie 1.171875% Jack Barnett 1.757812% William Knobler .535938% Arthur Zankel 1.171875% Robert M. Beren 2.343750% Sheldon K. Beren 2.343750%		Belco 1972 Oil & Gas Fund, Ltd. 56.250000% Fuel Resources Development Co. 25.000000% Richard Abrons 2.343750% David Cottesman 3.515625% Frits Markus 3.515625% H. F. van Itallie 1.171875% Jack Barnett 1.757812% William Knobler .535938% Arthur Zankel 1.171875% Robert M. Beren 2.343750% Sheldon K. Beren 2.343750%
					From said point (being approximately 5692' below the surface) Down		From said point (being approximately 5692' below the surface) Down
					Fuel Resources Co. 100%		Fuel Resources Co. 100%
19	T14-R102W, 6th P.M. Sec. 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ Sec. 30: Lots 5, 6, 7, 8, E $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 31: Lots 5, 6, 7, 8, E $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 32: W $\frac{1}{2}$	1,309.52	G-11059 6-30-80	USA - All	**Sweet Pea Oil & Gas Inc. 100%	Milton Cades 3% F. S. DiGrappa 1.75% Big Chief Exploration Company .25% John H. Brunel 2 $\frac{1}{2}$ %	**Sweet Pea Oil & Gas Inc. 100%

EXHIBIT "B"
EVACUATION CREEK UNIT AREA
GARFIELD & RIO BLANCO COUNTIES, COLORADO
PAGE 6

20 T59-R103W, 6th P.M. 720.00 C-11854
Sec. 26: NW 1/4, NE 1/4, SE 1/4
Sec. 27: N 1/2

C-11854
11-20-80

USA - All

From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground:

Belco 1972 Oil & Gas Fund, Ltd.	56,250,000%
Fuel Resources Development Co.	25,000,000%
Richard Abrons	2,343,750%
David Gottesman	3,515,625%
Fritz Markus	3,515,625%
H. F. van Itallie	1,171,875%
Jack Barnett	1,171,875%
William Knobler	585,937%
Arthur Zankel	1,171,875%
Robert M. Beren	2,343,750%
Sheldon K. Beren	2,343,750%

From said point (being approximately 5692' below the surface) down

Fuel Resources Co. 100%

2%

From the surface of the ground and the stratigraphic equivalent of a point 119' below the top of the Salt Wash member of the Jurassic Morrison formation being approximately 5692' below the surface of the ground:

Belco 1972 Oil & Gas Fund, Ltd.	56,250,000%
Fuel Resources Development Co.	25,000,000%
Richard Abrons	2,343,750%
David Gottesman	3,515,625%
Fritz Markus	3,515,625%
H. F. van Itallie	1,171,875%
Jack Barnett	1,171,875%
William Knobler	585,937%
Arthur Zankel	1,171,875%
Robert M. Beren	2,343,750%
Sheldon K. Beren	2,343,750%

From said point (being approximately 5692' below the surface) down

Fuel Resources Co. 100%

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21	T58-R102W, 6th P.M. Sec. 18: Lots 9, 10, 11, 12, E $\frac{1}{2}$	421.39	C-16981 1-31-77	USA - All	**Sweet Pea Oil & Gas Inc. 100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
22	T58-R102W, 6th P.M. Sec. 5: Lot 6 Sec. 6: Lots 8 & 9 Sec. 7: E $\frac{1}{2}$ Sec. 8: Lots 1, 2, W $\frac{1}{2}$ NW $\frac{1}{4}$	575.45	C-16985 3-31-76 extended to 3-31-78	USA - All	**Sweet Pea Oil & Gas Inc. 100%	John H. Brunel 4.5% F. S. DiGrappa 2.25% Viking Exploration Co. .25% Big Chief Exploration Company .50%	**Sweet Pea Oil & Gas Inc. 100%
23	T58-R103W, 6th P.M. Sec. 14: N $\frac{1}{2}$ Sec. 15: S $\frac{1}{2}$ Sec. 22: S $\frac{1}{2}$	960.00	C-21735 8-31-84	USA - All	Taiga Land, Inc. 22% William R. Fishman and Roberta J. Fishman 3% Calalta Resources, Inc. 75%	65% production payment of \$500 per acre out of 4% of all production Wesley A. Stranger 35% production payment of \$500 per acre out of 4% of all production Stewart Capital Corporation F. S. DiGrappa 3.5%	Taiga Land, Inc. 22% William R. Fishman and Roberta J. Fishman 3% Calalta Resources, Inc. 75%
24	T58-R103W, 6th P.M. Sec. 2: Lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 3: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ Sec. 10: N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ Sec. 12: Lots 1, 2, 3, 4, 5, 6, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ (all) Sec. 13: N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	2,536.76	C-21736 8-31-84	USA - All	William R. Fishman and Roberta J. Fishman 3% Taiga Land, Inc. 22% Calalta Resources, Inc. 75%	Gally L. Vanden Bergh .83333125% Donald J. Egan .62500000% John F. Kelly .40625% Paul Polnk .8546875% Jack J. Grynberg 3.12500000% Raymond Lee Payne, Jr. .40625% F. S. DiGrappa 1 $\frac{1}{2}$ %	William R. Fishman and Roberta J. Fishman 3% Taiga Land, Inc. 22% Calalta Resources, Inc. 75%
25	T58-R103W, 6th P.M. Sec. 27: SE $\frac{1}{4}$	160.00	C-22466 3-31-83	USA - All	*F.S. DiGrappa 100%	Lon Smith 5%	*F.S. DiGrappa 100%

25 FEDERAL TRACTS TOTALING 14,290.89 ACRES OR 73.82% OF THE TOTAL UNIT AREA

FREE LANDS

26	T56-R103W, 6th P.M. Sec. 2: S43E4, E23S14 Sec. 10: S30N2, N40W1, W4SE4 Sec. 11: W4NW1, NE4NW1, NW4NE1 Sec. 15: N4NE1, SE4NE1	720.00	7-18-85	Cordon LeMoyno Jones, Nellene P. Jones, M&W	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%	F.S. DiGrappa 7.5%	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%			
			8-29-77	Rainbow Resources, Inc.	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%	F.S. DiGrappa 7.5%	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%			
			8-29-77	Claud B. Hamill	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%	F.S. DiGrappa 7.5%	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%			
			7-24-85	Richard W. Young	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%	F.S. DiGrappa 7.5%	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%			
			7-24-85	Harold P. Young	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%	F.S. DiGrappa 7.5%	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%			
			7-16-85	Robert Fitzpatrick	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%	F.S. DiGrappa 7.5%	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%			
			12-2-85	Barbara Edwards	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%	F.S. DiGrappa 7.5%	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%			
			7-16-85	Patricia Moore	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%	F.S. DiGrappa 7.5%	Taiga Land, Inc. Calalta Resources, Inc.	25% 75%			
				Therald M. Jensen	Unleased		None	Unleased				
					2.5%							
			27	T45-R102W, 6th P.M. Resurvey Tract 3 (Described under the original survey as S43E4, N40W1, Section 27)	59.25	H&P	Albert C. Kirby & Ruby Rector Kirby, M&W	Walter Fees Willard Pease	17.5% 25.0%	Jack Pennell 2%	Walter Fees Willard Pease	17.5% 25.0%
							Davie D. Robertson & Sheryl C. Robertson, M&W	Robert J. Gutru Jerry Shawver	37.5% 10.0%		Robert J. Gutru Jerry Shawver	37.5% 10.0%
							Robert M. Eidson & Jean Edison, M&W	Leroy Bacon	10.0%		Leroy Bacon	10.0%
							James W. Eidson & Marilyn Edison, M&W		25%			

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EXHIBIT "B"
 EVACUATION CREEK UNIT AREA
 GARFIELD & RIO BLANCO COUNTIES, COLORADO
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28	T48-R102H, 6th P.M. Sec. 32: Resurvey Tract 41	150.41	HBP	Albert C. Kirby & Ruby	Walter Fees	17.5%	Jack Pennell	Walter Fees	17.5%
	Rector Kirby, H&W			Willard Pease	25.0%	2%	Willard Pease	25.0%	
				30%	Robert J. Gutru	37.5%		Robert J. Gutru	37.5%
				Davis D. Robertson &	Jerry Shawver	10.0%		Jerry Shawver	10.0%
				Sheryl C. Robertson, H&W	Leroy Bacon	10.0%		Leroy Bacon	10.0%
				20%					
				Thomas Earl Eidson & Mary					
				Ellen Eidson, H&W					
				25%					
				Fred M. Eidson & Judith					
				L. Eidson, H&W	8.33 1/3%				
				Linda L. Noel & Bert					
				Noel, W&W	8.33 1/3%				
				Marcee Ann Eidson, a					
				single woman	8.33 1/3%				

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FEB TRACTS TOTALING 930.26 ACRES OR 5.11% OF THE UNIT AREA

TOTAL OF 28 TRACTS TOTALING 15,221.15 ACRES

* Assignment pending from Lon Smith to F. S. DiGrappa
 ** Assignments pending from Norris Oil Exploration Program-1972 to Sweet Pea Oil & Gas Inc.
 *** Assignment pending from Corinne Grace to F. S. DiGrappa