

RECEIVED

APR 02 2010

Ute Energy LLC

Ent 422983 Bk M343 Pg 734

Date: 24-MAR-2010 3:51PM

Fee: \$1,132.00 Check

Filed By: CC

CAROLYNE MADSEN, Recorder

DUCHESNE COUNTY CORPORATION

For: UTE ENERGY UPSTREAM HOLDINGS

LLC

Ent 358389 Bk 1012 Pg 1482-1519

Date: 08-APR-2010 11:02:41AM

Fee: \$125.00 Check Filed By: DJ

ELIZABETH PALMIER, Recorder

WASATCH COUNTY CORPORATION

For: UTE ENERGY UPSTREAM HOLDINGS LL

C

Ent 358389 Bk 1012 Pg 1483

ASSIGNMENT, ASSUMPTION, AND BILL OF SALE Bk M0343 Pg 0735

Confidential, Privileged, and Proprietary Information

383 DM 15, Section 5.6, Exemption 4
25 CFR PART 225

Book 1084 Page 568-570 \$32.00
19-MAR-10 03:09
RANDY SIMMONS
RECORDER, UINTAH COUNTY, UTAH
UTE ENERGY UPSTREAM
P OBOX 789 FT DUCHESNE, UT 84026
Rec By: DEBRA ROOKS DEPUTY

STATE OF UTAH §

COUNTY OF UINTAH §

This ASSIGNMENT, ASSUMPTION, AND BILL OF SALE (this "Assignment") dated May 10, 2007, is among the Ute Indian Tribe of the Uintah and Ouray Reservation with an office at Ft. Duchesne, Utah (the "Tribe"); The Jurrius Ogle Group, LLC, a Texas limited liability company, with an office at Ft. Duchesne, Utah ("Jurrius/Ogle"); and Ute Energy LLC, a Delaware limited liability company, with an office at P.O. Box 789, 7074 East 900 South, Fort Duchesne, Utah 84026 ("Ute Energy"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms as set forth in the Ute Indian Tribal Business Committee Resolutions No. 07-047 dated February 7, 2007, and No. 07-124, dated May 2, 2007.

Section I. Conveyance From the Tribe and Jurrius/Ogle to Ute Energy. FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tribe and Jurrius/Ogle hereby GRANT, CONVEY, AND ASSIGN to Ute Energy all of the Tribe's and Jurrius/Ogle's right, title, and interest (real, personal, mixed, contractual, or otherwise) in, to, and under or derived from the assets, properties, and interests described on Exhibit A attached hereto and made a part hereof (collectively, the "Properties"), provided that the Tribe expressly excepts, reserves, and retains unto itself, its affiliates, successors, and assigns all right, title, and interest to the rights and interests defined in Exhibit A as the Retained Provisions.

The Tribe, Jurrius/Ogle, and Ute Energy acknowledge and agree that the Tribe and/or the Jurrius/Ogle have not made, do not make, and specifically negate and disclaim, any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express, implied or statutory, oral or written, past or present (all of which are expressly disclaimed by the Tribe and Jurrius/Ogle) regarding (1) title, value, nature, quality, or condition of the Properties, including, without limitation, the water, soil, geology, or environmental condition of the Properties generally, including the presence or lack of hazardous substances or other matters on the Properties, (2) the income to be derived from the Properties, (3) the suitability of the Properties for any and all activities and uses which Ute Energy may conduct thereon, (4) the compliance of or by the Properties or their operations with any laws (including without limitation any zoning, environmental protection, pollution or land use laws, rules, regulations, orders, or requirements) or (5) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTIES. The Tribe, Jurrius/Ogle, and Ute Energy each acknowledge that to the maximum extent permitted by law, the assignment of the Properties as provided for herein is made on an "as is", "where is" basis with all faults, and the Properties are assigned and conveyed by the Tribe and Jurrius/Ogle and accepted by Ute Energy subject to

#780284.1

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United Ogle -- BIA Agency/Office
3.17.2010
Date Signature
Realty Office

the foregoing. The assignment of the Properties is made with full rights of substitution and subrogation of Ute Energy, and all persons claiming by, through, and under Ute Energy, to the extent assignable, in and to all covenants and warranties by the predecessors-in-title of the Tribe or Jurrius/Ogle, and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Properties.

TO HAVE AND TO HOLD the Properties subject to the exclusions therefrom on Exhibit A and to the following terms and conditions:

1. Agreements. This Assignment is made subject to and is burdened by the terms, covenants, and conditions contained in, and Ute Energy agrees, on and after the date hereof, to be bound by, expressly assume the obligations arising under, and to perform all such terms, covenants, and conditions contained in, any and all agreements, conveyances, assignments, or other instruments included in the Properties, to the extent such obligations arise from, or such terms, covenants and conditions relate to, ownership, or operation of the Properties after the date hereof. Ent 422383 Bk 110343 Pg 1736
2. Compliance With Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules, and regulations that are promulgated, issued, or enacted by a governmental entity or tribal authority having jurisdiction, and Ute Energy agrees to comply with the same on and after the date hereof.
3. Successors and Assigns. The terms, covenants, and conditions contained in this Assignment are binding upon and inure to the benefit of the Tribe, Jurrius/Ogle, and Ute Energy and their respective successors and assigns, and such terms, covenants, and conditions are covenants running with the land and with each subsequent transfer or assignment of the Properties or any part thereof.
4. Governmental Forms. Separate governmental form assignments of the Properties may be executed on officially approved forms by the Tribe or Jurrius/Ogle to Ute Energy, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Properties conveyed herein.
5. Exploration and Development Agreements. To the extent applicable, this Assignment is made in accordance with and is subject to the terms, covenants, and conditions contained in the Exploration and Development Agreements, as more fully described on Exhibit A (the "Agreements"). Nothing herein shall modify the obligations of the Tribe, Jurrius/Ogle, and Ute Energy as set forth in the Agreements. The Agreements shall not be merged into this Assignment and shall continue in full force and effect in accordance with their respective terms

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Ute Energy BIA Agency/Office
3-17-2010 John Blackman
Date Signature
Realty Offices

with respect to the Properties. If there is a conflict between the provisions of the Agreements and this Assignment, the provisions of the Agreements shall control.

- 6. Further Assurances. After the date hereof, the Tribe, Jurrius/Ogle, and Ute Energy each agree to execute and deliver or cause to be executed and delivered to the others all such other instruments and documents, and to do all such other acts and things, as may be reasonably necessary to effect the transactions contemplated by this Assignment.

Section II. Counterpart Exhibits. This Assignment is executed in multiple original counterparts, each of which is an original and all of which are identical. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same conveyance.

[signature pages to follow]

I hereby certify this document to be a true and complete copy of the original document, containing 11 pages, on file in this office.

United & Quarry - BIA Agency/Office

3-17-2010
Date

Jennifer Blackhair
Signature

Realty Offices

EXECUTED on the day and year first referenced above.

UTE INDIAN TRIBE OF THE UINTAH AND OURAY RESERVATION

By: *Maxine Nroczek* UDB
Name: MAXINE NROCEK
Title: CHAIRMAN

JURRIUS OGLE GROUP, LLC

By: *Robert E Ogle*
Name: ROBERT E OGLE
Title: CEO

UTE ENERGY LLC

By: *Robert E Ogle*
Name: ROBERT E OGLE
Title: CEO

I hereby certify this document to be a true and complete copy of the original document, containing 11 pages, on file in this office.

Uentah & Ouray -- BIA Agency/Office
3.17.2010 *Johanna Blackman*
Date Signature

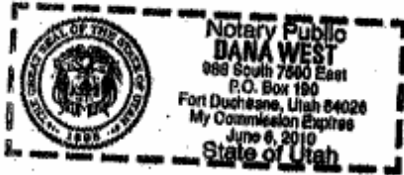
Realty Office

STATE OF UTAH §

Ent 422983 Bk M0343 Pg 0739

COUNTY OF UINTAH §

The foregoing instrument was acknowledged before me this 10th day of May, 2007, by MAXINE NATCHES, as CHAIRMAN, on behalf of the Ute Indian Tribe, a federally-recognized Indian Tribe, pursuant to the Ute Indian Tribal Business Committee Resolutions No. 07-047 dated February 7, 2007, and No. 07-124, dated May 2, 2007.

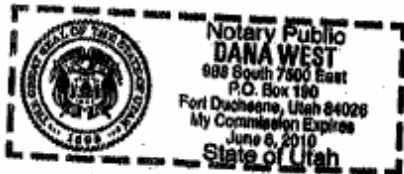


Dana West
Signature

STATE OF UTAH §

COUNTY OF UINTAH §

The foregoing instrument was acknowledged before me this 10th day of May, 2007, by Robert E. Ogle, as CFO, on behalf of the Jurrius Ogle Group, LLC, a Texas Limited Liability Company.



Dana West
Signature

I hereby certify this document to be a true and complete copy of the original document, containing 11 pages, on file in this office.

Uintah & Quay - BIA Agency/Office

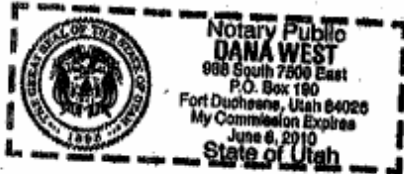
3.17.2010
Date

Johanna Blackman
Signature
Realty Office

STATE OF UTAH §

COUNTY OF UINTAH §

The foregoing instrument was acknowledged before me this 10th day of May, 2007, by Robert E. Ogle, as CFO, on behalf of Ute Energy LLC, a Delaware-Limited Liability Company.



Dana West
Signature

I hereby certify this document to be a true and complete copy of the original document, containing 11 pages, on file in this office.

Went + O'Quinn - BIA Agency/Office
3.17.2010 Date Diana Backman Signature

Realty Office

Ent 358389 Bk 1012 Pg 1489

Ent 422383 Bk M0343 Pg 0741
ASSIGNMENT, ASSUMPTION, AND BILL OF SALE

Among
**THE UTE INDIAN TRIBE,
THE JURRIUS OGLE GROUP, LLC,
and
UTE ENERGY LLC**

APPROVAL

It has been determined that approval of this document is not such a major federal action significantly affecting the quality of the human environment as to require the preparation of an environmental impact statement under Section 102 (c) of the National Environmental Policy Act of 1969 (42 U.S.C. §4332(s)(c)).

DATED AND APPROVED this 29th day of June, 2007 by the United States of America, acting through the Bureau of Indian Affairs, and delegated to the Superintendent by Phoenix Area Redeleation Order No. 3, Amendment 6, Section 2.17 (34 Fed. Reg. 11109), and pursuant to authority delegated to the Assistant Secretary - Indian Affairs by 209 DM 8, 230 DM 1, and to the Western Regional Director by 3 IAM 4 (Release No. 99-03), and to the Superintendent/Field Representative by 10 BIAM 11, as amended by Western Regional Release No. 97-1, and any further delegations needed to effectuate the reorganization embodied in DM Releases dated April 21, 2003.

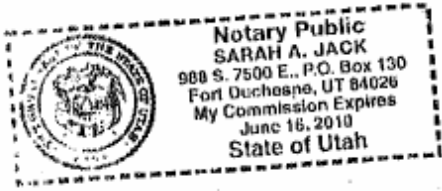
Pursuant to Pub. L. 108-204, 18 Stat. 542 (Mar. 2, 2004), the approval above does not address or affect the Naval Oil Shale Reserve No. 2 lands conveyed to the Ute Tribe pursuant to the Strom Thurmand Act, 10 U.S.C. § 7420 note, Pub. L. 105-261.

Johanna Blackhair
Acting Superintendent
Bureau of Indian Affairs
Uintah and Ouray Agency
Fort Duchesne, Utah 84026

ACKNOWLEDGEMENT OF SUPERINTENDENT

STATE OF UTAH)
)ss
COUNTY OF UINTAH)

BEFORE ME, a Notary Public, in and for said county and State, on this 29 day of June, 2007, personally appeared Johanna Blackhair, whose name is subscribed to the foregoing assignment, assumption, and bill of sale as the acting Superintendent, Uintah and Ouray Agency, Bureau of Indian Affairs, and who acknowledged that he/she now is and was at the time of signing the same Acting Superintendent of the Uintah and Ouray Agency, Bureau of Indian Affairs, and he/she personally acknowledged to me that he/she executed this said document in his/her official capacity and pursuant to authority delegated to him/her for the use and purpose set forth therein.



Sarah A. Jack
NOTARY PUBLIC

I hereby certify this document to be a true and complete copy of the original document, containing 11 pages, on file in this office.
Uintah & Ouray -- BIA Agency/Office
3.17.2010 Date
Johanna Blackhair Signature
Realty House

EXHIBIT A

Ent 422983 Bk M0343 Pg 0742

The Properties subject to that Assignment, Assumption, and Bill of Sale dated May ¹⁰ 2007 by and between the Ute Indian Tribe, Jurrius Ogle Group, LLC, and Ute Energy LLC consist of the following:

1. Blacktail Ridge EDA

The Ute Tribe is a party to an Exploration and Development Agreement by and between the Ute Indian Tribe, Bill Barrett Corporation, and the Ute Distribution Corporation, dated December 22, 2006 (the "Blacktail Ridge EDA"). The Tribe shall contribute certain contract rights and obligations to Ute Energy LLC, and retain other contract rights and obligations. Certain clauses of the Blacktail Ridge EDA will apply to the rights and obligations transferred to Ute Energy (the "Transferred Provisions") and also to the rights and obligations retained by the tribe (the "Retained Provisions"). It is the intent of the Ute Indian Tribe to convey to Ute Energy LLC the provisions of the Blacktail Ridge EDA that relate to the commercial development of oil and gas properties through the exercise of participation rights and similar contractual rights that allow the drilling and development of wells within the area subject to the Blacktail Ridge EDA. It is the intent of the Tribe to retain the portions of the Blacktail Ridge EDA that relate to its role as a governmental lessor, including but not limited to the right to collect lease bonus and royalty, the right to charge for the use of Tribal surface, and similar governmental prerogatives. For purposes of clarity, the Tribe intends to transfer solely its commercial working interest and not its sovereign or proprietary interest.

A. The following clauses apply to both the Transferred Provisions and the Retained Provisions: Article I (Definitions); Article II (Representations of the Ute Indian Tribe and UDC); Section 3.1(F) (Drilling Permit); Section 3.1(G) (Conduct of Operations); Section 3.1(I) (Drilling Standards); Article IV (Exploration and Development); Article VII (Force Majeure); Article X (Relinquishment and Release); Article XI (Cancellation, Breach and Limited Waiver of Sovereign Immunity); Section 12.1 (Confidentiality); Section 12.2 (Appeal of Approval); Section 12.3 (Public Statements); Section 13.2 (Environmental Liabilities); Section 13.3 (Assumed Environmental Liabilities); Article XIV (Memorandum of Agreement); Section 15.1 (Limitations [on Assignment]); Article XVI (Trust Status of the Contract Premises); Article XVII (Indemnification); Article XVIII (Notices); Article XIX (Miscellaneous).

B. The following contractual provisions shall be assigned to Ute Energy: Article V (Participation by Ute Indian Tribe) and Article VI (Area of Mutual Interest). Furthermore, to the extent Ute Energy elects to participate under Article V, Ute Energy shall be granted its proportional part of any Agreement Lease according to Section 4.4 and Ute Energy shall become a lessee under such lease(s) and a party to any joint operating agreement entered into pursuant to the Blacktail Ridge EDA related thereto.

C. The following contractual provisions will be retained by the Ute Tribe: Section 3.1(A) (Corporate Information); Section 3.1(B) (Bonds); Section 3.1(C) (Bonus Payment); Section 3.1(D) (Royalties Due Under Agreement Leases); Section 3.1(E) (Bonus and Rentals Due Under Agreement Leases); Section 3.1(H) (Call on Production and Dedication); Section 3.2 (Grant By and Obligations of the Ute Indian Tribe); Section 3.3(A) (Throughput Fee); Section

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Ute Tribe & Curran - BIA Agency/Office
3-17-2007
Date Johnna Blackman
Signature Realty Office

3.3(B) (Pipeline Rights-of-Way and Surface Use); Section 3.4 (Road Rights-of-Way and Surface Use); Section 3.5 (Throughput Fee Downstream); Article VIII (Extension of Agreement Term); Article IX (Additional Tribal Acreage); Section 12.4 (Sale to Third Party); Section 12.5 (Ute Indian Tribe's Costs); Section 13.1 (Access to the Ute Tribal Surface); Section 13.4 (NEPA Requirements); Section 15.2 (Exceptions).

To the extent that any provision of the Blacktail Ridge EDA has not been specifically addressed above, that provision shall be retained by the Ute Tribe.

2. Monument Butte EDA

The Ute Tribe is a party to an Exploration and Development Agreement by and between the Ute Indian Tribe, Newfield Production Company, and the Ute Distribution Corporation, dated December 22, 2006 (the "Monument Butte EDA"). The Tribe shall contribute certain contract rights and obligations to Ute Energy LLC, and retain other contract rights and obligations. Certain clauses of the Monument Butte EDA will apply to the right and obligations transferred to Ute Energy (the "Transferred Provisions") and also to the rights and obligations retained by the tribe (the "Retained Provisions"). It is the intent of the Ute Indian Tribe to convey to Ute Energy LLC the provisions of the Monument Butte EDA that relate to the commercial development of oil and gas properties through the exercise of participation rights and similar contractual rights that allow the drilling and development of wells within the area subject to the Monument Butte EDA. It is the intent of the Tribe to retain the portions of the Monument Butte EDA that relate to its role as a governmental lessor, including but not limited to the right to collect lease bonus and royalty, the right to charge for the use of Tribal surface, and similar governmental prerogatives. For purposes of clarity, the Tribe intends to transfer solely its commercial working interest and not its sovereign or proprietary interest.

A. The following clauses apply to both the Transferred Provisions and the Retained Provisions: Article I (Definitions); Article II (Representations of the Ute Indian Tribe and the UDC); Section 3.1(D) (Drilling Permit); Section 3.1(E) (Conduct of Operations); Section 3.1(F) (Drilling Standards); Section 3.7 (No Right for Third Party Minerals); Article IV (Exploration and Development); Article VII (Force Majeure); Article VIII (Relinquishment, Surrender and Release); Article IX (Cancellation, Breach, Applicable Law, and Limited Waiver of Sovereign Immunity); Section 10.1 (Confidentiality); Section 10.2 (Appeal of Approval); Section 10.3 (Public Statements); Section 10.5 (Severance Taxes); Section 11.2 (Environmental Liabilities); Section 11.3 (Assumed Environmental Liabilities); Article XIII (Operating Cost); Article XIV (Secondary Waterflood; Unitization); Article XV (Memorandum of Agreement); Section 16.1 (Limitations [on Assignment]); Article XVII (Trust Status of the Contract Premises); Article XVIII (Indemnification by the Company); Article XIX (Notices); Article XX (Miscellaneous).

B. The following contractual provision shall be assigned to Ute Energy: Article V (Participation by Ute Indian Tribe). Furthermore, to the extent Ute Energy elects to participate under Article V, Ute Energy shall be granted its proportional part of any Agreement Lease according to Section 4.5 and Ute Energy shall become a lessee under such lease(s) and a party to any joint operating agreement entered into pursuant to the Monument Butte EDA related thereto.

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3-17-2010
Date

Johnna Backlund
Signature
BIA Agency/Office

Ent 422383 Bk 110343 Pg 1744

C. The following contractual provisions will be retained by the Ute Tribe: Section 3.1(A) (Corporate Information); Section 3.1(B) (Bonds/Agreement Bonus Payments); Section 3.1(C) (Lease Bonus Payments); Section 3.2 (Grant By and Obligations of the Ute Indian Tribe); Section 3.3 (Throughput Fee); Section 3.3(A) (Pipeline Rights-of-Way and Surface Use); Section 3.4 (Third Party Oil or Gas); Section 3.5 (Road Rights-of-Way and Surface Use); Section 3.6 (Throughput Fee Downstream); Section 4.5(C) (Royalties Due Under Agreement Leases); Article VI (Extensions of Agreement Term); Section 10.4 (Sale to Third Party); Section 11.1 (Access to the Ute Tribal Lands); Section 11.4 (NEPA Requirements); Article XII (Marketing); Section 16.2 (Exceptions).

To the extent that any provision of the Monument Butte EDA has not been specifically addressed above, that provision shall be retained by the Ute Tribe.

3. Little Canyon EDA

The Ute Tribe is a party to an Exploration and Development Agreement by and between the Ute Indian Tribe, Dominion Exploration & Production, Inc., and the Ute Distribution Corporation, dated December 22, 2006 (the "Little Canyon EDA"). The Tribe shall contribute certain contract rights and obligations to Ute Energy LLC, and retain other contract rights and obligations. Certain clauses of the Little Canyon EDA will apply to the right and obligations transferred to Ute Energy (the "Transferred Provisions") and also to the rights and obligations retained by the tribe (the "Retained Provisions"). It is the intent of the Ute Indian Tribe to convey to Ute Energy LLC the provisions of the Little Canyon EDA that relate to the commercial development of oil and gas properties through the exercise of participation rights and similar contractual rights that allow the drilling and development of wells within the area subject to the Little Canyon EDA. It is the intent of the Tribe to retain the portions of the Little Canyon EDA that relate to its role as a governmental lessor, including but not limited to the right to collect lease bonus and royalty, the right to charge for the use of Tribal surface, and similar governmental prerogatives. For purposes of clarity, the Tribe intends to transfer solely its commercial working interest and not its sovereign or proprietary interest.

A. The following clauses apply to both the Transferred Provisions and the Retained Provisions: Article I (Definitions); Article II (Representations of the Ute Indian Tribe and the UDC); Section 3.1(E) (Drilling Permit); Section 3.1(F) (Conduct of Operations); Section 3.1(H) (Drilling Standards); Article IV (Exploration and Development); Article VI (Force Majeure); Article VII (Relinquishment and Release); Article VIII (Cancellation, Breach and Limited Waiver of Sovereign Immunity); Section 9.1 (Confidentiality); Section 9.2 (Appeal of Approval); Section 9.3 (Public Statements); Section 10.2 (Environmental Liabilities); Section 10.3 (Assumed Environmental Liabilities); Section 11.1 (Limitations [on Assignment]); Article XII (Trust Status of the Contract Premises); Article XIII (Indemnification); Article XIV (Notices); Article XV (Miscellaneous).

B. The following contractual provision shall be assigned to Ute Energy: Article V (Participation by Ute Indian Tribe). Furthermore, to the extent Ute Energy elects to participate under Article V, Ute Energy shall be granted its proportional part of any Agreement Lease according to Section 4.3 and Ute Energy shall become a lessee under such lease(s) and a party to any joint operating agreement entered into pursuant to the Little Canyon EDA related thereto.

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Ute Energy & Agency -- BIA Agency/Office
3/17/2010
 Date
Johanna Blackburn
 Signature
 Realtor/Officer

C. The following contractual provisions will be retained by the Ute Tribe: Section 3.1(A) (Corporate Information); Section 3.1(B) (Bonds); Section 3.1(C) (Bonus and Rentals Due Under Agreement Leases); Section 3.1(D) (Royalties Due Under Agreement Leases); Section 3.1(G) (Call on Production); Section 3.2 (Grant By and Obligations of the Ute Indian Tribe); Section 3.3 (Throughput Fee); Section 3.3(A) (Pipeline Rights-of-Way and Surface Use); Section 3.3(B) (Road Rights-of-Way and Surface Use); Section 3.4 (Throughput Fee Downstream); Section 10.1 (Access to the Ute Tribal Surface); Section 10.4 (NEPA Requirements); Section 11.2 (Exceptions).

To the extent that any provision of the Little Canyon EDA has not been specifically addressed above, that provision shall be retained by the Ute Tribe.

4. The Properties described above include:

A. The oil and gas wells located on the Properties, or lands pooled or unitized therewith, all injection and disposal wells on the Properties, and all personal property and equipment associated with any such well.

B. The rights, to the extent transferable, in and to all existing and effective unitization, pooling, and communitization agreements, declarations, and orders, to the extent that they relate to or affect any of the Properties or interests described in Paragraph A or the production of Hydrocarbons from the Properties after the date hereof.

C. The rights, to the extent transferable, in and to Hydrocarbon sales, purchase, gathering, firm and interruptible transportation and processing contracts, operating agreements, partnership agreements, farmout agreements, and other contracts, agreements, and instruments relating to the Properties and interests described in Paragraphs A and B.

D. To the extent transferable, all of the personal property, fixtures, improvements, permits, licenses, certificates, variances, approvals, servitudes, rights-of-way, easements, and other surface rights located on or used in connection with the Properties and interests described in Paragraphs A through C to the extent that they are located on the Properties.

E. The files, records, data, and information of the Tribe and Jurrius/Ogle relating to the items described in Paragraphs A through D.

5. Included in the assignment of Properties listed on this Exhibit A is the 15% interest held by the Jurrius Ogle Group, LLC in the assets, properties, and interests described in Paragraphs 1 through 4.

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Christa Quay -- BIA Agency/Office
3-17-2010 Date Jenna Blackhair Signature

Realty Offices

EXHIBIT D
LAKE CANYON PROPERTIES

Lake Canyon EDA

The Exploration and Development Agreement dated July 13, 2004 and amended and restated September 24, 2004 among Bill Barrett Corporation, Berry Petroleum Company and the Tribe, as the same may be amended, modified or supplemented in accordance with the terms of this Agreement.

Tribal Lands Covered by Lake Canyon EDA

See map for project outline.

County	Township	Range	Section	Lot and Description	Net Mineral Acres
Duchesne	3 S	7 W	30	Lot 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	310.23
Duchesne	3 S	7 W	31	Lot 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$	310.93
Duchesne	3 S	7 W	31	Lot 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	311.75
Duchesne	3 S	8 W	25	N $\frac{1}{2}$	320.00
Duchesne	3 S	8 W	25	S $\frac{1}{2}$	320.00
Duchesne	3 S	8 W	26	N $\frac{1}{2}$	320.00
Duchesne	3 S	8 W	26	S $\frac{1}{2}$	320.00
Duchesne	3 S	8 W	27	SE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00
Duchesne	3 S	8 W	27	W $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$	160.00
Duchesne	3 S	8 W	27	SW $\frac{1}{4}$	160.00
Duchesne	3 S	8 W	27	W $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Duchesne	3 S	8 W	27	E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Duchesne	3 S	8 W	28	NE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00

Duchesne	3 S	8 W	28	S½		320.00
Duchesne	3 S	8 W	29	S½NW¼		80.00
Duchesne	3 S	8 W	29	W½SW¼		80.00
Duchesne	3 S	8 W	29	E½SW¼, W½SE¼		160.00
Duchesne	3 S	8 W	29	E½SE¼		80.00
Duchesne	3 S	8 W	30	S½NE¼		80.00
Duchesne	3 S	8 W	30	Lot 1, 2, E½NW¼		155.75
Duchesne	3 S	8 W	30	Lot 3, 4, E½SW¼, SE¼		316.05
Duchesne	3 S	8 W	31	Lot 1, 2, E½NW¼, NE¼		316.45
Duchesne	3 S	8 W	31	Lot 3, 4, E½SW¼, SE¼		316.95
Duchesne	3 S	8 W	32	NE¼, N½NW¼		240.00
Duchesne	3 S	8 W	32	SE¼		160.00
Duchesne	3 S	8 W	33	N½		320.00
Duchesne	3 S	8 W	33	S½		320.00
Duchesne	3 S	8 W	34	NE¼, NE¼		40.00
Duchesne	3 S	8 W	34	NW¼, NE¼, NE¼, NW¼		80.00
Duchesne	3 S	8 W	34	W½, NW¼, SE¼, NW¼, SW¼, NE¼		160.00
Duchesne	3 S	8 W	34	SE¼, NE¼, NE¼, SE¼		80.00
Duchesne	3 S	8 W	34	SW¼, W½, SE¼, SE¼, SE¼		280.00
Duchesne	3 S	8 W	35	N½, E½, SW¼, SE¼		560.00
Duchesne	3 S	8 W	35	W½, SW¼		80.00
Duchesne	3 S	8 W	36	N½		320.00
Duchesne	3 S	8 W	36	S½		320.00
Duchesne	3 S	9 W	13	E½, SW¼, W½, SE¼		160.00
Duchesne	3 S	9 W	14	W½, E½		160.00
Duchesne	3 S	9 W	15	E½, W½		160.00
Wasatch	3 S	9 W	17	W½, NW¼		80.00

Wasatch	3 S	9 W	18	NE $\frac{1}{2}$ NE $\frac{1}{4}$	40.00
Wasatch	3 S	9 W	20	SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Wasatch	3 S	9 W	21	S $\frac{1}{2}$ SW $\frac{1}{4}$,SW $\frac{1}{2}$ SE $\frac{1}{4}$	120.00
Duchesne	3 S	9 W	22	W $\frac{1}{2}$ NE $\frac{1}{4}$	80.00
Duchesne	3 S	9 W	23	NE $\frac{1}{4}$	160.00
Duchesne	3 S	9 W	23	SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Duchesne	3 S	9 W	23	S $\frac{1}{2}$ SE $\frac{1}{4}$,SE $\frac{1}{2}$ SW $\frac{1}{4}$	120.00
Duchesne	3 S	9 W	24	S $\frac{1}{2}$ SW $\frac{1}{4}$,SW $\frac{1}{2}$ SE $\frac{1}{4}$	120.00
Duchesne	3 S	9 W	26	N $\frac{1}{2}$ NW $\frac{1}{4}$	80.00
Duchesne	3 S	9 W	26	N $\frac{1}{2}$ S $\frac{1}{2}$	160.00
Duchesne	3 S	9 W	27	N $\frac{1}{2}$ NE $\frac{1}{4}$	80.00
Duchesne	3 S	9 W	27	SW $\frac{1}{4}$ NW $\frac{1}{4}$,NW $\frac{1}{2}$ SW $\frac{1}{4}$	80.00
Duchesne	3 S	9 W	27	NE $\frac{1}{4}$ SW $\frac{1}{4}$,N $\frac{1}{2}$ SE $\frac{1}{4}$	120.00
Wasatch	3 S	9 W	29	N $\frac{1}{2}$ NE $\frac{1}{4}$,NE $\frac{1}{2}$ NW $\frac{1}{4}$,S $\frac{1}{2}$ NW $\frac{1}{4}$	200.00
Wasatch	3 S	9 W	30	S $\frac{1}{2}$ NE $\frac{1}{4}$,SE $\frac{1}{2}$ NW $\frac{1}{4}$	120.00
Duchesne	4 S	5 W	19	Lot 1,2,3,4,E/2W/2,E/2	640.32
Duchesne	4 S	5 W	20	All	640.00
Duchesne	4 S	5 W	21	N/2NE $\frac{1}{4}$,SW $\frac{1}{4}$ NE $\frac{1}{4}$,W/2, SE $\frac{1}{4}$ SE $\frac{1}{4}$	480.00
Duchesne	4 S	5 W	21	SE $\frac{1}{4}$ NE $\frac{1}{4}$,N/2SE $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$	160.00
Duchesne	4 S	5 W	22	E/2,S/2NW $\frac{1}{4}$,SW $\frac{1}{4}$	560.00
Duchesne	4 S	5 W	22	N/2NW $\frac{1}{4}$	80.00
Duchesne	4 S	5 W	23	All	640.00
Duchesne	4 S	5 W	24	S/2	320.00
Duchesne	4 S	5 W	24	N/2	640.00
Duchesne	4 S	5 W	25	All	640.00
Duchesne	4 S	5 W	26	All	640.00

Duchesne	4 S	5 W	27	All	640.00
Duchesne	4 S	5 W	28	E/2,SE/4NW/4,SW/4	520.00
Duchesne	4 S	5 W	29	N/2NE/4,NW/4,NW/4SW/4, S/2SE/4	360.00
Duchesne	4 S	5 W	29	SW/4NE/4	40.00
Duchesne	4 S	5 W	30	Lot 1,2,3,4,E/2W/2,E/2	642.72
Duchesne	4 S	5 W	31	Lot 1,2,3,4,E/2NW/4, NW/4NE/4, S/2SE/4, NE/4SE/4	405.25
Duchesne	4 S	5 W	31	E/2SW/4	80.00
Duchesne	4 S	5 W	32	E/2,E/2NW/4,SW/4NW/4,SW/4	600.00
Duchesne	4 S	5 W	33	All	640.00
Duchesne	4 S	5 W	34	N/2	320.00
Duchesne	4 S	5 W	34	S/2	320.00
Duchesne	4 S	5 W	35	N/2	320.00
Duchesne	4 S	5 W	35	S/2	320.00
Duchesne	4 S	5 W	36	N/2	320.00
Duchesne	4 S	5 W	36	S/2	320.00
Duchesne	4 S	6 W	19	All	636.40
Duchesne	4 S	6 W	20	N½	320.00
Duchesne	4 S	6 W	20	S½	320.00
Duchesne	4 S	6 W	21	All	640.00
Duchesne	4 S	6 W	22	All	640.00
Duchesne	4 S	6 W	23	N½	320.00
Duchesne	4 S	6 W	23	S½	320.00
Duchesne	4 S	6 W	24	All	640.00
Duchesne	4 S	6 W	25	All	640.00
Duchesne	4 S	6 W	26	N½	320.00
Duchesne	4 S	6 W	26	S½	320.00

Duchesne	4S	6W	27	N $\frac{1}{2}$		320.00
Duchesne	4S	6W	27	S $\frac{1}{2}$		320.00
Duchesne	4S	6W	28	Lot 1, E $\frac{1}{2}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$		437.90
Duchesne	4S	6W	28	Lot 2-4, SW $\frac{1}{4}$, SW $\frac{1}{4}$		101.45
Duchesne	4S	6W	28	W $\frac{1}{2}$, NW $\frac{1}{4}$		80.00
Duchesne	4S	6W	29	E $\frac{1}{2}$, NE $\frac{1}{4}$		80.00
Duchesne	4S	6W	29	W/2E/2, W/2		480.00
Duchesne	4S	6W	29	E $\frac{1}{2}$, SE $\frac{1}{4}$		80.00
Duchesne	4S	6W	30	Lot 3, 4, E $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$, NW		554.56
Duchesne	4S	6W	31	All		639.20
Duchesne	4S	6W	32	N $\frac{1}{2}$		320.00
Duchesne	4S	6W	33	N $\frac{1}{2}$		320.00
Duchesne	4S	6W	33	S $\frac{1}{2}$		320.00
Duchesne	4S	6W	34	N $\frac{1}{2}$		320.00
Duchesne	4S	6W	34	S $\frac{1}{2}$		320.00
Duchesne	4S	6W	35	N $\frac{1}{2}$		320.00
Duchesne	4S	6W	35	SW $\frac{1}{4}$		160.00
Duchesne	4S	6W	35	SE $\frac{1}{4}$		160.00
Duchesne	4S	6W	36	N $\frac{1}{2}$, N $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$		600.00
Duchesne	4S	6W	36	SW $\frac{1}{4}$, SW $\frac{1}{4}$		40.00
Duchesne	4S	7W	6	Lot 1-5, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$		312.50
Duchesne	4S	7W	6	Lot 6, 7, E $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$		313.18
Duchesne	4S	7W	7	Lot 1, 2, W $\frac{1}{2}$, NE $\frac{1}{4}$, E $\frac{1}{2}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$		273.84
Duchesne	4S	7W	7	Lot 3, 4, E $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$		314.48
Duchesne	4S	7W	17	N $\frac{1}{2}$, N $\frac{1}{2}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$		240.00
Duchesne	4S	7W	17	SE $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$		80.00
Duchesne	4S	7W	17	S $\frac{1}{2}$, S $\frac{1}{2}$		160.00

Duchesne	4S	7W	18	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$	315.14
Duchesne	4S	7W	18	Lot 3,NE $\frac{1}{4}$,SW $\frac{1}{4}$,SE $\frac{1}{4}$	237.82
Duchesne	4S	7W	19	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$	316.50
Duchesne	4S	7W	19	Lot 3,4,E $\frac{1}{2}$,SW $\frac{1}{4}$,SE $\frac{1}{4}$	317.18
Duchesne	4S	7W	20	N $\frac{1}{2}$	320.00
Duchesne	4S	7W	20	Lot 1,2,SW $\frac{1}{4}$,N $\frac{1}{2}$,SE $\frac{1}{4}$	299.45
Duchesne	4S	7W	21	N $\frac{1}{2}$,N $\frac{1}{2}$	160.00
Duchesne	4S	7W	21	NE $\frac{1}{4}$,SE $\frac{1}{4}$	40.00
Duchesne	4S	7W	22	E $\frac{1}{2}$	320.00
Duchesne	4S	7W	22	NW $\frac{1}{4}$	160.00
Duchesne	4S	7W	22	SW $\frac{1}{4}$	160.00
Duchesne	4S	7W	23	Lot 1,W $\frac{1}{2}$,NE $\frac{1}{4}$,SE $\frac{1}{4}$,NE $\frac{1}{4}$,W $\frac{1}{2}$,SE $\frac{1}{4}$	634.85
Duchesne	4S	7W	26	N $\frac{1}{2}$	320.00
Duchesne	4S	7W	27	Lot 1,2,S $\frac{1}{2}$,NE $\frac{1}{4}$,NW $\frac{1}{4}$	299.35
Duchesne	4S	7W	27	S $\frac{1}{2}$	320.00
Duchesne	4S	7W	28	NE $\frac{1}{4}$	160.00
Duchesne	4S	7W	28	NW $\frac{1}{4}$,SE $\frac{1}{4}$	320.00
Duchesne	4S	7W	28	SW $\frac{1}{4}$	160.00
Duchesne	4S	7W	29	All	640.00
Duchesne	4S	7W	30	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$,NW $\frac{1}{4}$	317.84
Duchesne	4S	7W	31	All	638.80
Duchesne	4S	7W	32	N $\frac{1}{2}$	320.00
Duchesne	4S	7W	32	S $\frac{1}{2}$	320.00
Duchesne	4S	7W	35	S $\frac{1}{2}$	320.00
Duchesne	4S	7W	36	Lot 1,2,NE $\frac{1}{4}$,NE $\frac{1}{4}$,S $\frac{1}{2}$,N $\frac{1}{2}$,NW $\frac{1}{4}$,NW $\frac{1}{4}$,S $\frac{1}{2}$	639.65
Duchesne	4S	8W	1	Lot 1-4,S $\frac{1}{2}$,N $\frac{1}{2}$	319.60

Duchesne	4S	8W	1	S½		320.00
Duchesne	4S	8W	2	Lot 1-4		159.20
Duchesne	4S	8W	2	S½NE¼,SE¼		240.00
Duchesne	4S	8W	2	W½SW¼		80.00
Duchesne	4S	8W	3	Lot 1-4,S½N½		319.96
Duchesne	4S	8W	3	S½		320.00
Duchesne	4S	8W	10	N½		320.00
Duchesne	4S	8W	10	S½		320.00
Duchesne	4S	8W	11	NE¼		160.00
Duchesne	4S	8W	11	W½NW¼		80.00
Duchesne	4S	8W	11	NW½SW¼,S½S½,NE¼SE¼		240.00
Duchesne	4S	8W	12	N½		320.00
Duchesne	4S	8W	12	S½		320.00
Duchesne	4S	8W	13	N½		320.00
Duchesne	4S	8W	13	N½S½,SE¼SE¼		200.00
Duchesne	4S	8W	14	N½		320.00
Duchesne	4S	8W	14	S½		320.00
Duchesne	4S	8W	15	All		640.00
Duchesne	4S	8W	16	All		640.00
Duchesne	4S	8W	17	All		640.00
Duchesne	4S	8W	18	All		637.48
Duchesne	4S	8W	19	Lot 1,2,NE¼,E¼NW¼		318.94
Duchesne	4S	8W	19	Lot 3,4,E¼SW¼,SE¼		319.38
Duchesne	4S	8W	20	N½		320.00
Duchesne	4S	8W	20	S½		320.00
Duchesne	4S	8W	21	N½		320.00
Duchesne	4S	8W	22	S½N½,S½		480.00

Duchesne	4S	8W	23	N½N½	160.00
Duchesne	4S	8W	23	S½N½,S½	480.00
Duchesne	4S	8W	24	NE½NE¼,S½N½	200.00
Duchesne	4S	8W	24	S½	320.00
Duchesne	4S	8W	25	Lot 1-4,N½,SW¼	602.85
Duchesne	4S	8W	26	All	640.00
Duchesne	4S	8W	27	N½	320.00
Duchesne	4S	8W	27	S½	320.00
Duchesne	4S	8W	28	N½	320.00
Duchesne	4S	8W	29	N½	320.00
Duchesne	4S	8W	29	S½	320.00
Duchesne	4S	8W	30	Lot 1,2,NE¼,E½NW¼	319.57
Duchesne	4S	8W	30	Lot 3,4,E½SW¼,SE¼	319.51
Duchesne	4S	8W	31	Lot 1,2,NE¼,E½NW¼	319.61
Duchesne	4S	8W	31	Lot 3,4,E½SW¼,SE¼	319.87
Duchesne	4S	8W	32	N½	320.00
Duchesne	4S	8W	32	S½	320.00
Duchesne	4S	8W	33	N½	320.00
Duchesne	4S	8W	33	S½	320.00
Duchesne	4S	8W	33	N½	320.00
Duchesne	4S	8W	34	N½	320.00
Duchesne	4S	8W	34	S½	320.00
Duchesne	4S	8W	35	All	640.00
Duchesne	4S	8W	36	N½	320.00
Duchesne	4S	8W	36	S½	320.00
Wasatch	4S	9W	7	Lot 3,NE¼,SW¼	79.17
Wasatch	4S	9W	7	Lot 4,SE¼,SW¼	79.19
Wasatch	4S	9W	9	N½	320.00

Duchesne	4S	9W	9	S½		320.00
Duchesne	4S	9W	10	All		640.00
Duchesne	4S	9W	11	All		640.00
Duchesne	4S	9W	12	N½		320.00
Duchesne	4S	9W	12	S½		320.00
Duchesne	4S	9W	13	N½, N½S½, SE½, SE½		520.00
Duchesne	4S	9W	13	S½, SW¼, SW¼, SE½		120.00
Duchesne	4S	9W	14	N½		320.00
Duchesne	4S	9W	14	S½		320.00
Duchesne	4S	9W	15	N½		320.00
Duchesne	4S	9W	15	N½, S½		160.00
Duchesne	4S	9W	15	S½, SW¼		80.00
Duchesne	4S	9W	15	SE½, SE½		40.00
Wasatch	4S	9W	16	N½		320.00
Wasatch	4S	9W	16	N½, SE¼, NE½, SW¼		120.00
Wasatch	4S	9W	16	NW¼, SW¼, S½, S½		200.00
Wasatch	4S	9W	17	N½		320.00
Wasatch	4S	9W	17	S½		320.00
Wasatch	4S	9W	18	Lot 1, 2, E½, NW¼, NE½		318.63
Wasatch	4S	9W	18	Lot 3, 4, E½, SW¼, SE½		319.09
Wasatch	4S	9W	19	Lot 1, 2, E½, NW¼, NE½		319.37
Wasatch	4S	9W	19	Lot 3, 4, E½, SW¼, SE½		319.47
Wasatch	4S	9W	20	N½		320.00
Wasatch	4S	9W	20	S½		320.00
Wasatch	4S	9W	21	N½		320.00
Duchesne	4S	9W	22	N½, NE½, SE½, NE½		120.00
Duchesne	4S	9W	22	NE½, SE½		40.00
Duchesne	4S	9W	23	N½		320.00

Duchesne	4S	9W	23	S½		320.00
Duchesne	4S	9W	24	N½		320.00
Duchesne	4S	9W	24	S½		320.00
Duchesne	5S	5W	6	All		
Duchesne	5S	5W	7	All		
Duchesne	5S	5W	18	All		
Duchesne	5S	5W	19	All		
Duchesne	5S	5W	30	All		
Duchesne	5S	5W	31	All		
Duchesne	5S	6W	1	Lot 2,3,4, SW¼, NW¼, NW¼, SW¼, SE¼		
Duchesne	5S	6W	2	Lot 1-4, S½, N½		309.96
Duchesne	5S	6W	2	S½		320.00
Duchesne	5S	6W	3	Lot 1-4, S½, N½		310.04
Duchesne	5S	6W	3	S½		320.00
Duchesne	5S	6W	4	Lot 1-4, S½, N½		311.88
Duchesne	5S	6W	4	S½		320.00
Duchesne	5S	6W	5	Lot 1-4, S½, N½		312.28
Duchesne	5S	6W	5	S½		320.00
Duchesne	5S	6W	7	NE¼		160.00
Duchesne	5S	6W	7	Lot 1,2, E½, NW¼		155.88
Duchesne	5S	6W	7	Lot 3,4, E½, SW¼, SE¼		315.80
Duchesne	5S	6W	8	All		640.00
Duchesne	5S	6W	9	N½		320.00
Duchesne	5S	6W	9	S½		320.00
Duchesne	5S	6W	10	N½		320.00
Duchesne	5S	6W	10	S½		320.00

Duchesne	SS	6W	11	W $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{4}$,NW $\frac{1}{4}$	240.00
Duchesne	SS	6W	11	N $\frac{1}{2}$ SW $\frac{1}{4}$,NW $\frac{1}{4}$ SE $\frac{1}{4}$,S $\frac{1}{2}$ SW $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$	240.00
Duchesne	SS	6W	11	SE $\frac{1}{4}$ SE $\frac{1}{4}$,NE $\frac{1}{4}$ SE $\frac{1}{4}$	80.00
Duchesne	SS	6W	12	S $\frac{1}{2}$,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$,SW $\frac{1}{4}$ NW $\frac{1}{4}$	
Duchesne	SS	6W	13	All	
Duchesne	SS	6W	14	E $\frac{1}{2}$ NE $\frac{1}{4}$,E $\frac{1}{2}$ SW $\frac{1}{4}$,SE $\frac{1}{4}$,NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$,W $\frac{1}{2}$ SW $\frac{1}{4}$	480.00
Duchesne	SS	6W	15	NW $\frac{1}{4}$ N $\frac{1}{2}$ E $\frac{1}{4}$,N $\frac{1}{2}$ NW $\frac{1}{4}$,SW $\frac{1}{4}$ NW $\frac{1}{4}$,E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$,SE $\frac{1}{4}$ NW $\frac{1}{4}$,E $\frac{1}{2}$ NE $\frac{1}{4}$,S W $\frac{1}{4}$ NE $\frac{1}{4}$	520.00
Duchesne	SS	6W	16	N $\frac{1}{2}$	320.00
Duchesne	SS	6W	16	SW $\frac{1}{4}$,N $\frac{1}{2}$ SE $\frac{1}{4}$	240.00
Duchesne	SS	6W	17	All	640.00
Duchesne	SS	6W	18	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$	315.72
Duchesne	SS	6W	18	Lot 3,4,E $\frac{1}{2}$ SW $\frac{1}{4}$,SE $\frac{1}{4}$	315.64
Duchesne	SS	6W	19	Lot 1-4,7,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$,NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	470.77
Duchesne	SS	6W	20	Lot 1 - 7,SE $\frac{1}{4}$ NE $\frac{1}{4}$,N $\frac{1}{2}$ NW $\frac{1}{4}$,E $\frac{1}{2}$ SE $\frac{1}{4}$,NW $\frac{1}{4}$ SW $\frac{1}{4}$ & mining claims	440.00
Duchesne	SS	6W	21	All	640.00
Duchesne	SS	6W	22	NW $\frac{1}{4}$ NE $\frac{1}{4}$,NW $\frac{1}{4}$,NW $\frac{1}{4}$ SW $\frac{1}{4}$	240.00
Duchesne	SS	6W	22	S $\frac{1}{2}$ NE $\frac{1}{4}$	80.00
Duchesne	SS	6W	22	E $\frac{1}{2}$ SE $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$	120.00
Duchesne	SS	6W	23	All	640.00
Duchesne	SS	6W	24	All	
Duchesne	SS	6W	25	All	
Duchesne	SS	6W	26	N $\frac{1}{2}$	320.00
Duchesne	SS	6W	26	S $\frac{1}{2}$	320.00

Duchesne	SS	6W	27	NE $\frac{1}{4}$,E $\frac{1}{2}$,NW $\frac{1}{4}$,SW $\frac{1}{4}$,NW $\frac{1}{4}$	280.00
Duchesne	SS	6W	27	NW $\frac{1}{4}$,NW $\frac{1}{4}$	40.00
Duchesne	SS	6W	27	S $\frac{1}{2}$	320.00
Duchesne	SS	6W	28	N $\frac{1}{2}$,NE $\frac{1}{4}$,SW $\frac{1}{4}$,NE $\frac{1}{4}$,NW $\frac{1}{4}$	280.00
Duchesne	SS	6W	28	SW $\frac{1}{4}$	160.00
Duchesne	SS	6W	28	SE $\frac{1}{4}$,SE $\frac{1}{4}$	40.00
Duchesne	SS	6W	29	N $\frac{1}{2}$	320.00
Duchesne	SS	6W	29	S $\frac{1}{2}$	320.00
Duchesne	SS	6W	30	Lot 3-6,S $\frac{1}{2}$,NE $\frac{1}{4}$,SE $\frac{1}{4}$,NW $\frac{1}{4}$,E $\frac{1}{2}$,SW $\frac{1}{4}$,SE $\frac{1}{4}$	494.57
Duchesne	SS	6W	31	All	631.52
Duchesne	SS	6W	32	N $\frac{1}{2}$	320.00
Duchesne	SS	6W	32	S $\frac{1}{2}$	320.00
Duchesne	SS	6W	33	N $\frac{1}{2}$	320.00
Duchesne	SS	6W	33	S $\frac{1}{2}$	320.00
Duchesne	SS	6W	34	N $\frac{1}{2}$	320.00
Duchesne	SS	6W	34	S $\frac{1}{2}$	320.00
Duchesne	SS	6W	35	All	320.00
Duchesne	SS	6W	36	N $\frac{1}{2}$	
Duchesne	SS	7W	1	All	634.32
Duchesne	SS	7W	2	All	637.60
Duchesne	SS	7W	3	All	638.80
Duchesne	SS	7W	4	Lot 1-4,S $\frac{1}{2}$,N $\frac{1}{2}$	318.40
Duchesne	SS	7W	4	S $\frac{1}{2}$	320.00
Duchesne	SS	7W	5	All	637.28
Duchesne	SS	7W	6	Lot 3-5,SE $\frac{1}{4}$,NW $\frac{1}{4}$	149.63
Duchesne	SS	7W	6	Lot 6,7,NE $\frac{1}{4}$,SW $\frac{1}{4}$	112.61
Duchesne	SS	7W	7	Lot 1,2,SE $\frac{1}{4}$,NW $\frac{1}{4}$	112.42

Duchesne	SS	7W	7	Lot 3,4,E $\frac{1}{2}$ SW $\frac{1}{4}$	152.30
Duchesne	SS	7W	8	All	640.00
Duchesne	SS	7W	9	N $\frac{1}{2}$	320.00
Duchesne	SS	7W	9	S $\frac{1}{2}$	320.00
Duchesne	SS	7W	10	All	640.00
Duchesne	SS	7W	11	N $\frac{1}{2}$ SW $\frac{1}{4}$,N $\frac{1}{2}$ SE $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$	600.00
Duchesne	SS	7W	13	All	640.00
Duchesne	SS	7W	14	E $\frac{1}{2}$ SW $\frac{1}{4}$,SE $\frac{1}{4}$	240.00
Duchesne	SS	7W	15	N $\frac{1}{2}$ SW $\frac{1}{4}$,N $\frac{1}{2}$ SE $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$	600.00
Duchesne	SS	7W	16	N $\frac{1}{2}$	320.00
Duchesne	SS	7W	16	S $\frac{1}{2}$	320.00
Duchesne	SS	7W	17	N $\frac{1}{2}$	320.00
Duchesne	SS	7W	17	S $\frac{1}{2}$	320.00
Duchesne	SS	7W	18	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$	312.29
Duchesne	SS	7W	19	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$	312.36
Duchesne	SS	7W	19	Lot 3,4,E $\frac{1}{2}$ SW $\frac{1}{4}$,SE $\frac{1}{4}$	312.20
Duchesne	SS	7W	20	N $\frac{1}{2}$	320.00
Duchesne	SS	7W	20	S $\frac{1}{2}$	320.00
Duchesne	SS	7W	21	N $\frac{1}{2}$ SW $\frac{1}{4}$,N $\frac{1}{2}$ SE $\frac{1}{4}$	560.00
Duchesne	SS	7W	22	N $\frac{1}{2}$ NW $\frac{1}{4}$,SW $\frac{1}{4}$ NW $\frac{1}{4}$	120.00
Duchesne	SS	7W	22	SE $\frac{1}{4}$ SW $\frac{1}{4}$,E $\frac{1}{2}$ SE $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$	160.00
Duchesne	SS	7W	22	NW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Duchesne	SS	7W	23	All	640.00
Duchesne	SS	7W	24	N $\frac{1}{2}$	320.00
Duchesne	SS	7W	24	S $\frac{1}{2}$	320.00
Duchesne	SS	7W	25	N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$,SW $\frac{1}{4}$ NW $\frac{1}{4}$,SE $\frac{1}{4}$ SW $\frac{1}{4}$,SE $\frac{1}{4}$	400.00
Duchesne	SS	7W	26	N $\frac{1}{2}$ SW $\frac{1}{4}$,N $\frac{1}{2}$ SE $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$	600.00
Duchesne	SS	7W	27	N $\frac{1}{2}$	320.00

Duchesne	SS	7W	27	S½		320.00
Duchesne	SS	7W	28	NE¼/NE¼		40.00
Duchesne	SS	7W	28	S½		320.00
Duchesne	SS	7W	29	Lot 1,4,E¼/NE¼,N¼/SW¼		222.55
Duchesne	SS	7W	29	Lot 2,3,W¼/NW¼		156.80
Duchesne	SS	7W	30	Lot 1,2,NE¼,E¼/NW¼		312.23
Duchesne	SS	7W	30	Lot 3,4,E¼/SW¼,SE¼		312.45
Duchesne	SS	7W	31	Lot 1,2,W¼/NE¼,E¼/NW¼		232.61
Duchesne	SS	7W	31	Lot 3,4,E¼/SW¼,N¼/SW¼,SE¼		192.71
Duchesne	SS	7W	32	NE¼/NE¼,S¼/N¼,NE¼/NW¼		240.00
Duchesne	SS	7W	35	S¼/SW¼		80.00
Duchesne	SS	8W	1	All		631.60
Duchesne	SS	8W	2	Lot 1-4,S¼/NW¼,W¼/SW¼, E¼/SE¼,SW¼/SE¼		432.40
Duchesne	SS	8W	2	SE¼/NE¼		40.00
Duchesne	SS	8W	3	Lot 1,SE¼/NE¼		78.22
Duchesne	SS	8W	3	S¼		320.00
Duchesne	SS	8W	9	N¼		320.00
Duchesne	SS	8W	10	All		640.00
Duchesne	SS	8W	11	E¼,SE¼/NW¼,E¼/SW¼		440.00
Duchesne	SS	8W	11	SW¼/SW¼		40.00
Duchesne	SS	8W	12	All		640.00
Duchesne	SS	8W	13	N¼		320.00
Duchesne	SS	8W	13	S¼		320.00
Duchesne	SS	8W	14	NE¼,E¼/NW¼		240.00
Duchesne	SS	8W	14	W¼/NW¼,N¼/SW¼		120.00
Duchesne	SS	8W	14	E¼/SW¼,SW¼/SW¼,SE¼		280.00
Duchesne	SS	8W	15	E¼/NE¼		80.00

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Duchesne	SS	8W	15	W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$	480.00
Duchesne	SS	8W	15	NE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Duchesne	SS	8W	15	SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Duchesne	SS	8W	16	All	640.00
Duchesne	SS	8W	19	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$	306.56
Duchesne	SS	8W	19	Lot 3,4,E $\frac{1}{2}$ SW $\frac{1}{4}$,SE $\frac{1}{4}$	306.08
Duchesne	SS	8W	20	All	640.00
Duchesne	SS	8W	21	All	640.00
Duchesne	SS	8W	22	N $\frac{1}{2}$ NE $\frac{1}{4}$,SW $\frac{1}{4}$,NE $\frac{1}{4}$	120.00
Duchesne	SS	8W	22	NW $\frac{1}{4}$,W $\frac{1}{2}$ SW $\frac{1}{4}$,E $\frac{1}{2}$ SE $\frac{1}{4}$,SW $\frac{1}{4}$ SE $\frac{1}{4}$	360.00
Duchesne	SS	8W	22	SE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00
Duchesne	SS	8W	23	All	640.00
Duchesne	SS	8W	24	N $\frac{1}{2}$	320.00
Duchesne	SS	8W	24	S $\frac{1}{2}$	320.00
Duchesne	SS	8W	25	N $\frac{1}{2}$	320.00
Duchesne	SS	8W	25	S $\frac{1}{2}$	320.00
Duchesne	SS	8W	26	All	640.00
Duchesne	SS	8W	27	E $\frac{1}{2}$,E $\frac{1}{2}$ SW $\frac{1}{4}$,SW $\frac{1}{4}$ SW $\frac{1}{4}$	440.00
Duchesne	SS	8W	27	NW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
Duchesne	SS	8W	28	N $\frac{1}{2}$ NE $\frac{1}{4}$,NW $\frac{1}{4}$	240.00
Duchesne	SS	8W	28	NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Duchesne	SS	8W	28	S $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Duchesne	SS	8W	29	N $\frac{1}{2}$	320.00
Duchesne	SS	8W	29	S $\frac{1}{2}$	320.00
Duchesne	SS	8W	30	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$	305.63
Duchesne	SS	8W	30	Lot 3,4,E $\frac{1}{2}$ SW $\frac{1}{4}$,SE $\frac{1}{4}$	305.21
Duchesne	SS	8W	31	Lot 1,2,NE $\frac{1}{4}$,E $\frac{1}{2}$ NW $\frac{1}{4}$	305.45
Duchesne	SS	8W	31	Lot 3,4,E $\frac{1}{2}$ SW $\frac{1}{4}$,SE $\frac{1}{4}$	306.35

Duchesne	5S	8W	32	NW ¹ / ₄ ,NE ¹ / ₄ ,NW ¹ / ₄ ,W ¹ / ₂ SW ¹ / ₄ ,E ¹ / ₂ SE ¹ / ₄	360.00
Duchesne	5S	8W	33	E ¹ / ₂ ,E ¹ / ₂ NW ¹ / ₄ ,SW ¹ / ₄ ,NW ¹ / ₄ ,SW ¹ / ₄	600.00
Duchesne	5S	8W	34	All	640.00
Duchesne	5S	8W	35	N ¹ / ₂	320.00
Duchesne	5S	8W	35	S ¹ / ₂	320.00
Duchesne	5S	8W	36	N ¹ / ₂	320.00
Duchesne	5S	8W	36	S ¹ / ₂	320.00
Duchesne	5S	9W	25	All	640.00
Duchesne	5S	9W	26	N/2	320.00
Duchesne	5S	9W	27	N/2	320.00
Wasatch	5S	9W	33	N/2NE ¹ / ₄	80.00
Duchesne	5S	9W	34	SE ¹ / ₄ ,NE ¹ / ₄ ,SE/2NW ¹ / ₄	120.00
Duchesne	5S	9W	34	W/2NW ¹ / ₄	80.00
Duchesne	5S	9W	35	SW/4NW ¹ / ₄	40.00
Duchesne	5S	9W	36	N/2	320.00
Duchesne	5S	9W	36	S/2	320.00
Duchesne	6S	8W	5	Lot 1,2,S ¹ / ₂ NB	161.11
Duchesne	6S	8W	5	E ¹ / ₂ SW ¹ / ₄ ,SE ¹ / ₄	240.00
Duchesne	6S	8W	6	Lot 4	33.31
Duchesne	6S	8W	6	Lot 6,7,E ¹ / ₂ SW,SE ¹ / ₄	305.36
Duchesne	6S	8W	7	Lot 1,2,NE ¹ / ₄ ,E ¹ / ₂ NW ¹ / ₄	304.74
Duchesne	6S	8W	7	Lot 3,4,E ¹ / ₂ SW ¹ / ₄ ,SE ¹ / ₄	304.46
Duchesne	6S	8W	8	NE ¹ / ₄ ,N ¹ / ₂ NW ¹ / ₄	240.00
Duchesne	6S	8W	8	S ¹ / ₂ NW ¹ / ₄	80.00
Duchesne	6S	8W	8	W ¹ / ₂ SW ¹ / ₄	80.00
Duchesne	6S	8W	8	E ¹ / ₂ SW ¹ / ₄ ,SE ¹ / ₄	240.00

Duchesne	6 S	8 W	17	NE $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$	200.00
Duchesne	6 S	8 W	17	W $\frac{1}{2}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$	160.00
Duchesne	6 S	8 W	18	Lot 1, 2, NE $\frac{1}{4}$, E $\frac{1}{2}$, NW $\frac{1}{4}$	304.25
Duchesne	6 S	8 W	18	Lot 3, 4, E $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$	304.08
Duchesne	6 S	9 W	1	Lot 1, 2, 3, 4, S $\frac{1}{2}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$	279.60
Duchesne	6 S	9 W	1	N $\frac{1}{2}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$	120.00
Duchesne	6 S	9 W	2	Lot 1, 2, 3, 4, S $\frac{1}{2}$, NW $\frac{1}{4}$	320.09
Duchesne	6 S	9 W	2	SW $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$	280.00
Duchesne	6 S	9 W	2	NE $\frac{1}{4}$, SE $\frac{1}{4}$	40.00
Tribal Net Mineral Acres =					124,555.50

Surface Use and Access Agreements

None

Water Permits

None

Business Leases of Facilities

None

Gas Sales or Transportation Contracts

None

Wells

None

Pipelines and Facilities

None

EXHIBIT B - Ute Tribal Lands

to Exploration and Development Agreement between the Ute Indian Tribe, Newfield Production Company
and the Ute Distribution Corporation Covering Lands in the Monument Butte Area

LEGEND:

UTS
UTM
UIN
DUC
TWP
RNG
SEC

Ute Tribal Surface
Ute Tribal Minerals
Uintah County
Duchesne County
Township
Range
Section

Twp. Rng. County Sec.

Drilling Block A

Legal Description:

UTM TRIBAL LANDS

UTM Gross Acres UTM Net Acres

Ute Tribal Mineral Ownership

UTS Gross Acres

4S	2W	Duc	1	Lot 1 SE 1/4 NE 1/4	83.03	83.03	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	1	Lot 2 SW 1/4 NE 1/4	82.86	82.86	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	1	NW 1/4 SE 1/4	40.00	40.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	4	Lots 3, 4 SW 1/4 NW 1/4	127.18	127.18	oil and gas only	0.00
4S	2W	Duc	5	Lot 4 SE 1/4 NE 1/4 NE 1/4 SE 1/4	123.55	123.55	oil and gas only	0.00
4S	2W	Duc	5	SE 1/4 SE 1/4	40.00	40.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	7	Lots 1, 2 E 1/4 NW 1/4, S 1/4 NE 1/4, NW 1/4 NE 1/4	279.04	279.04	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	7	Lot 3 NE 1/4 SW 1/4, N 1/4 SE 1/4	159.70	159.70	all minerals	0.00
4S	2W	Duc	8	NE 1/4 NE 1/4, S 1/4 NE 1/4	120.00	120.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	8	SE 1/4	160.00	160.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	11	N 1/4 S 1/4	160.00	160.00	all minerals	0.00
4S	2W	Duc	11	SW 1/4 SW 1/4	40.00	40.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	11	SE 1/4 SE 1/4	40.00	40.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	12	E 1/4 NE 1/4, SW 1/4 NE 1/4	120.00	120.00	all minerals	120.00
4S	2W	Duc	12	W 1/4 SW 1/4	80.00	80.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	12	E 1/4 SE 1/4	80.00	80.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	13	NW 1/4	160.00	160.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	14	Lot 1 NW 1/4 SE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4	151.00	151.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	14	NW 1/4 NW 1/4	40.00	40.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	14	Lot 2 SW 1/4 NW 1/4, W 1/4 SW 1/4	152.75	152.75	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	14	parts of SE 1/4 SW 1/4, SW 1/4 SE 1/4	16.25	16.25	all minerals	16.25
4S	2W	Duc	16	E 1/4 NW 1/4, SW 1/4 NW 1/4	120.00	120.00	all minerals	0.00
4S	2W	Duc	16	NW 1/4 NW 1/4	40.00	40.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	17	N 1/4 NE 1/4, SW 1/4 NE 1/4	120.00	120.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	17	SE 1/4 NE 1/4, N 1/4 SE 1/4, NW 1/4, NW 1/4 SW 1/4	320.00	320.00	all minerals	0.00
4S	2W	Duc	18	Lot 2, E 1/4 NW 1/4	119.97	119.97	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	18	Lot 1	39.91	39.91	all minerals	0.00
4S	2W	Duc	18	Lots 3, 4 E 1/4 SW 1/4, SE 1/4	320.12	320.12	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	19	Lot 1, 2 E 1/4 NW 1/4, W 1/4 NE 1/4	240.20	240.20	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	19	Lots 3, 4 E 1/4 SW 1/4, SE 1/4	320.12	320.12	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	21	S 1/4 NE 1/4, SE 1/4, S 1/4 SW 1/4	320.00	320.00	all minerals	0.00
4S	2W	Duc	21	NW 1/4	160.00	160.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	22	S 1/4	320.00	320.00	all minerals	0.00
4S	2W	Duc	23	Lots 1, 6, 7 NE 1/4 NE 1/4	82.00	82.00	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	23	W 1/4 SW 1/4	80.00	80.00	all minerals	0.00
4S	2W	Duc	23	parts of S 1/4 NE 1/4, NW 1/4 NE 1/4, NE 1/4 NW 1/4	45.15	45.15	all minerals	45.15
4S	2W	Duc	24	Lot 1 NE 1/4 SW 1/4	79.05	79.05	oil, gas, oil shale and nitrogen only	0.00
4S	2W	Duc	26	Lot 4	6.89	6.89	all minerals	0.00

Twp.	Range	County	Sec.	Legal Description:	UTM Gross Acres	UTM Net Acres	Ute Tribal Mineral Ownership	UTS Gross Acres
4S	2W	Duc	27	Lots 1,2,3,4	26.59	26.59	all minerals	0.00
4S	2W	Duc	28	Lots 1,2,3,4	126.64	126.64	all minerals	0.00
4S	2W	Duc	30	Lots 1,2,3,4,5,6 NE1/4,E1/4NW1/4	475.16	475.16	all minerals	0.00
Total UTM Acres - Block A					5,617.16	5,617.16	Total UTS Acres - Block A	181.40

UTE TRIBAL LANDS (ALLOTTED)					UTM Gross Acres	UTM Net Acres	Ute Tribal Mineral Ownership	UTS Gross Acres
4S	2W	Duc	5	SW1/4,SE1/4,SE1/4SW1/4	80.00	2.04	all minerals	0.00
4S	2W	Duc	8	NW1/4,NE1/4,NE1/4NW1/4	80.00	2.04	all minerals	0.00
Total UTM [Allotted] Acres - Block A					160.00	4.08	Total UTS [Allotted] Acres - Block A	0.00

UTE TRIBAL LANDS					UTM Gross Acres	UTM Net Acres	Ute Tribal Mineral Ownership	UTS Gross Acres
Total UTM [Allotted] Acres - Block A					5,777.16	5,621.24	Total All UTS Acres - Block A	181.40

Drilling Block B					MINERALS		SURFACE	
4S	1W	Uln	1	Lots 1,2,3,4,5,6,7 SW1/4,NE1/4,S1/2NW1/4	397.68	397.68	all minerals	397.68
4S	1W	Uln	1	SW1/4,W1/2SE1/4	240.00	240.00	all minerals	240.00
4S	1W	Uln	2	S1/2SE1/4,NE1/2SE1/4	120.00	120.00	all minerals	120.00
4S	1W	Duc Uln	3	Lots 1,2,3,4 S1/2NW1/4,W1/2SW1/4	330.52	330.52	all minerals	330.52
4S	1W	Duc	4	Lots 1,2 S1/2NE1/4,S1/2SW1/4,NE1/2SW1/4,SE1/4	447.91	447.91	all minerals	447.91
4S	1W	Duc	5	Lots 1,2 S1/2NE1/4,S1/2SW1/4,NE1/2SW1/4	291.97	291.97	all minerals	291.97
4S	1W	Duc	5	W1/2SE1/4,SE1/2SE1/4	120.00	120.00	all minerals	120.00
4S	1W	Duc	5	Lot 4	46.83	46.83	all minerals	0.00
4S	1W	Duc	6	Lot 1 S1/2NE1/4	127.43	127.43	all minerals	0.00
4S	1W	Duc	6	Lots 2,3,4 SE1/2NW1/4	177.51	177.51	all minerals	0.00
4S	1W	Duc	6	NE1/2SE1/4	40.00	40.00	all minerals	0.00
4S	1W	Duc	6	S1/2SE1/4	80.00	80.00	all minerals	80.00
4S	1W	Duc	7	Lots 1,2 NE1/2NE1/4,NE1/4,N1/2SE1/4	349.33	349.33	all minerals	349.33
4S	1W	Duc	7	Lot 4 SE1/2SW1/4	74.53	74.53	all minerals	0.00
4S	1W	Duc	7	S1/2SE1/4	80.00	80.00	all minerals	0.00
4S	1W	Duc	8	ALL	640.00	640.00	all minerals	640.00
4S	1W	Duc	9	S1/2	320.00	320.00	all minerals	0.00
4S	1W	Duc Uln	10	SE1/4,NE1/4	40.00	40.00	all minerals	40.00
4S	1W	Uln	11	E1/4,E1/4NW1/4,SW1/4,NW1/4,SW1/4	600.00	600.00	all minerals	600.00
4S	1W	Uln	12	Lots 1,2,3,4 W1/2E1/4,W1/2	636.05	636.05	all minerals	636.05
4S	1W	Uln	13	Lots 1,2 W1/2NE1/4,NW1/4	317.66	317.66	all minerals	317.66
4S	1W	Uln	14	N1/2	320.00	320.00	all minerals	0.00
4S	1W	Uln	14	SE1/4	160.00	160.00	all minerals	0.00
4S	1W	Duc Uln	15	NE1/4,N1/2NW1/4,SE1/4,NW1/4	280.00	280.00	all minerals	0.00
4S	1W	Duc Uln	15	SW1/4,NW1/4,NW1/4,SW1/4	80.00	80.00	all minerals	0.00
4S	1W	Duc Uln	15	S1/2SW1/4,NE1/2SW1/4,SE1/4	280.00	280.00	all minerals	0.00
4S	1W	Duc	16	N1/2N1/4,SW1/4,NW1/4	200.00	200.00	all minerals	0.00

Twp.	Rng.	County	Sec.	Legal Description:	UTM Gross Acres	UTM Net Acres	Ute Tribal Mineral Ownership	UTS Gross Acres
4S	1W	Duc	16	SE1/4NE1/4, NE1/4SE1/4	80.00	80.00	all minerals	0.00
4S	1W	Duc	16	SW1/4NE1/4, SE1/4NW1/4, NE1/4SW1/4, NW1/4SE1/4	160.00	160.00	all minerals	0.00
4S	1W	Duc	16	S1/4S1/4	160.00	160.00	all minerals	0.00
4S	1W	Duc	17	N1/4NE1/4	80.00	80.00	all minerals	0.00
4S	1W	Duc	17	S1/4SW1/4, W1/4SE1/4	160.00	160.00	oil and gas only	0.00
4S	1W	Duc	17	SE1/4SE1/4	40.00	40.00	all minerals	0.00
4S	1W	Duc	18	E1/4SW1/4, S1/4SE1/4	160.00	160.00	all minerals	0.00
4S	1W	Duc	19	W1/4NE1/4, E1/4NW1/4	160.00	160.00	all minerals	0.00
4S	1W	Duc	19	Lot 4 SE1/4SW1/4, W1/4SE1/4	154.51	154.51	all minerals	0.00
4S	1W	Duc	20	N1/4SE1/4, SW1/4SE1/4, SE1/4SW1/4	160.00	160.00	all minerals	0.00
4S	1W	Duc	21	E1/4NE1/4	80.00	80.00	all minerals	0.00
4S	1W	Duc	21	W1/4NE1/4, NE1/4NW1/4, NW1/4SE1/4	160.00	160.00	all minerals	0.00
4S	1W	Duc	21	NE1/4SE1/4	40.00	40.00	all minerals	0.00
4S	1W	Duc	22	NW1/4SW1/4	160.00	160.00	all minerals	0.00
4S	1W	Duc	22	NW1/4SW1/4	40.00	40.00	all minerals	0.00
4S	1W	Duc	23	E1/4NE1/4, SW1/4NE1/4, SE1/4NW1/4	160.00	160.00	oil and gas only	0.00
4S	1W	Uin	24	SE1/4NW1/4, NE1/4SW1/4, S1/4SW1/4	160.00	160.00	all minerals	160.00
4S	1W	Uin	25	Lots 1, 2, 3, 4, 5, NW1/4NE1/4, N1/4NW1/4	283.45	283.45	all minerals	283.45
4S	1W	Duc	29	Lots 2, 3	17.00	17.00	all minerals	0.00
4S	1W	Duc	30	Lots 2, 3, 4	24.74	24.74	all minerals	0.00
Total All UTM Acres - Block B					9,237.12	9,237.12	Total UTS Acres - Block B	5,054.57

Drilling Block C UTE TRIBAL LANDS

Twp.	Rng.	County	Sec.	Legal Description:	UTM Gross Acres	UTM Net Acres	Ute Tribal Mineral Ownership	UTS Gross Acres
4S	1E	Uin	1	Lots 1, 2, 3, 4, S1/4N1/2	320.00	320.00	MINERALS	SURFACE
4S	1E	Uin	1	S1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	2	Lots 1, 2, 3, 4, S1/4N1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	2	S1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	3	N1/4	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	3	S1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	4	N1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	4	S1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	5	All	648.00	648.00	all minerals	648.00
4S	1E	Uin	6	All	648.00	648.00	all minerals	648.00
4S	1E	Uin	7	All	649.44	649.44	all minerals	649.44
4S	1E	Uin	8	All	640.00	640.00	all minerals	640.00
4S	1E	Uin	9	N1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	9	S1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	10	N1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	10	S1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00

Twp.	Rng.	County	Sec.	Legal Description:	UTM Gross Acres	UTM Net Acres	Use Tribal Mineral Ownership	UTS Gross Acres
4S	1E	Uin	11	N½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	11	S½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	12	N½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	12	S½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	14	N½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	14	S½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	15	N½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	15	S½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	17	All	640.00	640.00	all minerals	640.00
4S	1E	Uin	18	All	651.12	651.12	all minerals	651.12
4S	1E	Uin	20	All	640.00	640.00	all minerals	640.00
4S	1E	Uin	21	All	0.00	0.00	HBP by third parties	640.00
4S	1E	Uin	21	All	0.00	0.00	HBP by third parties	640.00
4S	1E	Uin	22	All	0.00	0.00	HBP by third parties	640.00
4S	1E	Uin	23	N½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	23	N½	0.00	0.00	HBP by third parties	40.00
4S	1E	Uin	23	SW¼,SE¼	280.00	280.00	all minerals	280.00
4S	1E	Uin	24	N½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	24	S½	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	25	All	0.00	0.00	HBP by third parties	638.25
4S	1E	Uin	26	Lot 1 N½, N½S½, SE¼SW¼, S½SE¼	0.00	0.00	HBP by third parties	320.00
4S	1E	Uin	27	N½	0.00	0.00	HBP by third parties	320.00
4S	1E	Uin	28	N½	0.00	0.00	HBP by third parties	320.00
4S	1E	Uin	29	N½	320.00	320.00	all minerals	320.00
4S	1E	Uin	29	N½	239.55	239.55	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	30	Lots 1,2,3, NE¼, NE¼NW¼	354.21	354.21	all minerals	354.21
4S	1E	Uin	30	Lots 1,2,3, NE¼, NE¼NW¼	53.65	53.65	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	32	Lot 1 (All)	1.58	1.58	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	35	Lots 1,2,3,4,12,13,S½NW¼, NE¼SW¼,N½SE¼	353.72	353.72	all minerals	353.72
4S	1E	Uin	35	Lots 5,6,7	16.60	16.60	oil, gas, oil shale and nitrogen only	0.00
4S	1E	Uin	35	Lots 8,9,10,11	71.00	71.00	all minerals	71.00
4S	1E	Uin	36	Lots 3,4,5,6,8,10,11,12,13,14,N½NE¼, NE¼NW¼, NW¼SW¼	393.22	393.22	all minerals	393.22
Total All UTM Acres - Block C					13,952.09	13,952.09	Total UTS Acres - Block C	9,527.96

Drilling Block D				UTE TRIBAL LANDS		MINERALS		SURFACE	
4S	2E	Uin	19	Lots 3,4,5,6,7,S½NE¼, SE¼NW¼, E½SW¼, W½SE¼, E½SE¼	576.49	576.49	Third party lease (all minerals) expires 4/08 with 1 year extension to 4/09	0.00	
4S	2E	Uin	20	All	640.00	640.00	Third party lease (all minerals) expires 4/08 with 1 year extension to 4/09	0.00	

Twp.	Rng.	County	Sec.	Legal Description:	UTM Gross Acres	UTM Net Acres	Use Tribal Mineral Ownership	UTS Gross Acres
4S	2E	Uin	21	All	640.00	640.00	Third party lease (all minerals) expires 4/08 with 1 year extension to 4/09	0.00
4S	2E	Uin	23	Lots 1,2,3,4,5,6,7,8,9,10,11,W/2NE1/4,SE1/4NE1/4	451.83	451.83	all minerals	451.83
4S	2E	Uin	24	SW1/4NW1/4	40.00	40.00	all minerals	40.00
4S	2E	Uin	26	Lots 1,2,5,6,9,10,NW1/4NE1/4,NE1/4NW1/4	260.24	260.24	all minerals	260.24
4S	2E	Uin	27	S1/2	320.00	320.00	all minerals	320.00
4S	2E	Uin	28	N1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	2E	Uin	28	S1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	2E	Uin	29	All	640.00	640.00	Third party lease (all minerals) expires 4/08 with 1 year extension to 4/09	0.00
4S	2E	Uin	30	All	690.90	690.90	Third party lease (all minerals) expires 4/08 with 1 year extension to 4/09	690.90
4S	2E	Uin	31	Lots 1,2,3,4,5,6,7,NE1/4,E1/2NW1/4,N1/2SE1/4	568.21	568.21	all minerals	568.21
4S	2E	Uin	32	Lots 1,2,3,4,N1/2S1/2	328.76	328.76	oil, gas, oil shale and nitrogen only	0.00
4S	2E	Uin	32	N1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	2E	Uin	33	Lots 1,2,3,4,N1/2S1/2	325.72	325.72	oil, gas, oil shale and nitrogen only	0.00
4S	2E	Uin	33	N1/2	320.00	320.00	oil, gas, oil shale and nitrogen only	0.00
4S	2E	Uin	34	All	644.20	644.20	all minerals	644.20
4S	2E	Uin	35	Lots 4,5,6,7,8,9,10,11,12	337.01	337.01	all minerals	337.01
4S	2E	Uin	36	Lots 2,3,4,5,6,7,8,9,10,11,12,N1/2NW1/4,SE1/4NW1/4,SE1/4	595.80	595.80	all minerals	595.80
4S	3E	Uin	19	Lots 3,4,9,NE1/4,E1/2NW1/4,SE1/2SE1/4	376.65	376.65	all minerals	0.00
4S	3E	Uin	19	Uin RIVER	26.09	26.09	all minerals	26.09
4S	3E	Uin	20	Lots 1,2,3,4,8,9,10,11	228.99	228.99	all minerals	228.90
4S	3E	Uin	28	Lots 1,2	0.00	0.00	HBP by third parties	40.74
4S	3E	Uin	28	Green River	0.00	0.00	HBP by third parties	26.00
4S	3E	Uin	29	Lots 3,4	0.00	0.00	HBP by third parties	80.00
4S	3E	Uin	29	Lots 7,8,9,10,S1/2S1/2	0.00	0.00	HBP by third parties	319.25
4S	3E	Uin	30	Lots 1,2,SE1/4NE1/4	88.00	88.00	all minerals	88.00
4S	3E	Uin	30	Lots 13,14	78.45	78.45	all minerals	78.45
4S	3E	Uin	30	NE1/4SE1/4,S1/2SE1/4 east of river	75.37	75.37	all minerals	75.37
4S	3E	Uin	30	UINTAH RIVER	32.35	32.35	all minerals	32.35
4S	3E	Uin	31	Lots 8,9	43.40	43.40	all minerals	43.40
4S	3E	Uin	31	Lots 2,3,4,5,13,14,E1/2NE1/4 west of river	261.07	261.07	all minerals	261.07
4S	3E	Uin	31	UINTAH RIVER	21.68	21.68	all minerals	21.68
4S	3E	Uin	32	Lots 1,2,3,4,5,6,7,8,9,10,11,12,13	481.65	481.65	all minerals	481.65
4S	3E	Uin	32	Lots 14,15,16	88.96	88.96	all minerals	88.96
4S	3E	Uin	32	Lot 17,NW1/4SW1/4 west of river	22.08	22.08	all minerals	22.08
4S	3E	Uin	32	UINTAH RIVER, GREEN RIVER	47.13	47.13	all minerals	47.13
4S	3E	Uin	33	Lots 1,2,3,4,5,6,SW1/4NW1/4,NW1/4SW1/4	0.00	0.00	HBP by third parties	254.22

Twp.	Range	County	Section	Legal Description:	UTM Gross Acres	UTM Net Acres	Ute Tribal Mineral Ownership	UTS Gross Acres
4S	3E	Uin	33	Green River	0.00	0.00	HBP by third parties	114.00
5S	1E	Uin	1	Lots 1,2,3,4,5,6,7,SE1/4NE1/4	294.58	294.58	all minerals	294.58
5S	1E	Uin	2	Lot 1 (All)	18.53	18.53	oil, gas, oil shale and nitrogen only	18.53
5S	2E	Uin	1	Lots 2,5,6,7,9,10,NE1/4SW1/4	259.02	259.02	all minerals	259.02
5S	2E	Uin	1	Green River	61.20	61.20	all minerals	61.20
5S	2E	Uin	2	Lots 1,2,15,17,NW1/4NE1/4,N1/4NW1/4,SW1/4NW1/4	323.44	323.44	all minerals	323.44
5S	2E	Uin	2	Lots 19,20,21,22,23,24,25,26	53.66	53.66	all minerals	53.66
5S	2E	Uin	3	All	640.00	640.00	all minerals	640.00
5S	2E	Uin	4	Lots 1,2,3,4,5,E1/4E1/4,NW1/4NE1/4,N1/4NW1/4	450.20	450.20	all minerals	450.24
5S	2E	Uin	5	Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,S1/4NW1/4,W1/4SW1/4SW1/4SE1/4	540.24	540.24	all minerals	540.24
5S	2E	Uin	6	Lots 1-10,S1/4NE1/4,SE1/4NW1/4,NW1/4SW1/4,SE1/4	558.58	558.58	all minerals	558.58
5S	2E	Uin	7	All	96.42	96.42	all minerals	96.42
5S	2E	Uin	8	All	469.99	469.99	all minerals	469.99
5S	2E	Uin	9	All	640.00	640.00	all minerals	640.00
5S	2E	Uin	10	All	640.00	640.00	all minerals	640.00
5S	2E	Uin	11	Lots 3,4,5,10,11,13-16	198.31	198.31	all minerals	198.31
5S	2E	Uin	11	Green River	95.66	95.66	oil, gas, oil shale and nitrogen only	0.00
5S	2E	Uin	12	All	85.66	85.66	all minerals	85.66
5S	2E	Uin	12	Green River	130.15	130.15	all minerals	130.15
5S	2E	Uin	14	Lots 1,2,3	131.95	131.95	all minerals	131.95
5S	2E	Uin	14	Lot 4	28.98	28.98	oil, gas, oil shale and nitrogen only	0.00
5S	2E	Uin	14	Green River	141.86	141.86	all minerals	141.86
5S	2E	Uin	15	All	588.10	588.10	all minerals	588.10
5S	2E	Uin	16	All	242.79	242.79	all minerals	242.79
5S	2E	Uin	23	All	15.78	15.78	oil, gas, oil shale and nitrogen only	0.00
5S	2E	Uin	23	Green River	34.19	34.19	all minerals	34.19
5S	2E	Uin	23	Green River	31.94	31.94	all minerals	31.94
5S	3E	Uin	5	Lot 4	53.79	53.79	all minerals	53.79
5S	3E	Uin	5	Green River	320.40	320.40	all minerals	320.40
5S	3E	Uin	6	Lots 1,2,S1/4NE1/4,SE1/4	5.10	5.10	all minerals	5.10
5S	3E	Uin	6	Green River	145.94	145.94	all minerals	145.94
5S	3E	Uin	7	Lots 5,9,10,11	72.17	72.17	all minerals	72.17
5S	3E	Uin	7	Green River	96.30	96.30	all minerals	96.30
5S	3E	Uin	8	Lots 2,3,4	32.44	32.44	all minerals	32.44
5S	3E	Uin	8	Green River				
Total UTM Acres - Block D					17,708.40	17,708.40	Total UTS Acres - Block D	13,594.52
UTE TRIBAL LANDS [ALLOTTED]								
5S	3E	Uin	5	Lots 1,2	57.10	57.10	all minerals	0.00
5S	3E	Uin	6	Lots 7,8	76.70	2.16	all minerals	0.00
5S-	3E	Uin	7	Lots 2,3,6,7,8,12,13	223.98	6.40	all minerals	0.00

Trp.	Ring.	County	Sec.	Legal Description:	UTM Gross Acres	UTM Net Acres	Ute Tribal Mineral Ownership Acres	UTS Gross Acres
4S	3E	Uin	31	Lots 6,7,11,12	160.00	160.00	all minerals	0.00
4S	3E	Uin	31	Lots 10,15,16,17	153.70	153.70	all minerals	0.00
Total UTM [Allotted] Acres - Block D					670.48	379.36	Total UTS [Allotted] Acres - Block D	0.00
Total All UTM Acres - Block D					18,378.88	18,087.76	Total All UTS Acres - Block D	13,594.52

TOTAL UTE TRIBAL LAND ACRES

Bonus Payment per Net Ute Tribal Mineral Acre = \$22.50 46,898.21 = Total Bonus Payment 28,358.45

UTM Gross Acres	UTM Net Acres	UTS Gross Acres
47,345.25	46,898.21	28,358.45