

# EXHIBITS

SHOSHONE AND ARAPAHOE TRIBAL COURT  
WIND RIVER INDIAN RESERVATION  
FORT WASHAKIE, WYOMING

|                                 |   |                             |
|---------------------------------|---|-----------------------------|
| THE ESTATE OF JEREMY JORGENSON, | ) |                             |
|                                 | ) |                             |
| Plaintiff,                      | ) |                             |
|                                 | ) |                             |
| NORTHERN ARAPAHO TRIBE and      | ) |                             |
| EASTERN SHOSHONE TRIBE,         | ) |                             |
|                                 | ) |                             |
| Plaintiffs-Intervenors,         | ) | Civil Action No. CV-09-0012 |
| v.                              | ) | Consolidated                |
|                                 | ) |                             |
| DHS DRILLING COMPANY,           | ) |                             |
| a Colorado Corporation; and     | ) |                             |
| ENCANA OIL AND GAS (USA),       | ) |                             |
| a Delaware Corporation,         | ) |                             |
| Defendants.                     | ) |                             |

**Index to Exhibits**

| Exhibit No. | Title  |
|-------------|--|
| 1.1         | Mineral Compliance Report (January, 2009)                                  |
| 1.2         | Mineral Compliance Report (May, 2010)                                      |
| 1.3         | Severance Tax Summary (Encana, 1 <sup>st</sup> Quarter, 2009)              |
| 1.4         | Certificate of Merger and attachments                                      |
| 1.5         | Communitization Agreement (T4N, R3E, Sec. 19)                              |
| 1.6         | Tribes' Resolution Approving Communitization Agreement                     |
| 1.7         | Designation of Tom Brown, Inc. as Successor Operator                       |
| 1.8         | Tribes' Resolution Approving Production Incentive Payment (March 3, 1993)  |
| 1.9         | Assignment of Mining Lease Contract No. 14-20-0258-1318 (January 14, 1991) |
| 1.10        | Letter from Commissioner of Indian Affairs (March 4, 1964)                 |
| 1.11        | Bureau of Indian Affairs Certification (March 6, 1964)                     |
| 1.12        | Encana Leasehold Map, Wind River Indian Reservation                        |

| Exhibit No. | Title   |
|-------------|---|
| 1.12        | Encana Leasehold Map, Wind River Indian Reservation   |
| 1.13        | Encana Leasehold Map, Wind River Indian Reservation   |
| 1.14        | Encana Leasehold Map, Wind River Indian Reservation   |
| 1.15        | Oil and Gas Option Agreement Between Shoshone and Northern Arapaho Tribes and Tom Brown, Inc., Contract No. 14-20-0258-6302 |
| 1.16        | Map of North Pavillion and Muddy Ridge (relevant portions)  |
| 2           | State of Wyoming Department of Revenue Map of Wind River Indian Reservation (2009)  |
| 3           | Bureau of Land Management Map   |
| 4           | Order in <i>DHS v. Jorgenson</i> , U.S. District Court No. 09-CV-200 (Doc. 23, January 6, 2010)                             |
| 5           | Order in <i>Encana v. Whitlock</i> , U.S. District Court No. 09-CV-124 (Doc. 26, August 28, 2009)                           |
| 6           | Order in <i>Encana v. Whitlock</i> , U.S. District Court No. 09-CV-124 (Doc. 31, September 22, 2010)                        |
| 7           | Zimmerman (Whitlock) Lease No. 14-20-0258-1310  |
| 8           | Hornbeck (Jorgenson) Lease No. 14-20-0258-1318  |

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| v.                              | ) | Consolidated                |
|                                 | ) |                             |
| DHS DRILLING COMPANY,           | ) |                             |
| a Colorado Corporation; and     | ) |                             |
| ENCANA OIL AND GAS (USA),       | ) |                             |
| a Delaware Corporation,         | ) |                             |
| Defendants.                     | ) |                             |

**Index to BATES Documents**

| Doc. No. | Title   | Document Date |
|----------|---|---------------|
| SH00721  | Report to accompany HR 13481-Indians of the Shoshone or Wind River Indian Reservation   | 04/11/1904    |
| SH00743  | Senate Report to accompany HR 13481- Indians on the Shoshone or Wind River Indian Reservation Wyoming   | 04/27/1904    |
| SH00763  | Agreement with Indians Residing on the Shoshone Indian Reservation, Etc.  | 01/19/1905    |
| SH01367  | Minutes of council held and Shoshone Agency, Wyo., April 19, 1904, by James McLaughlin, U.S. Indian Inspectors, for the Shoshone and Arapahoe Indians belonging to the Shoshone or Wind River Reservation   | 04/19/1904    |
| SH01592  | An act authorizing the disposition of surplus and allotted lands on the Yakima Indian Reservation in the State of Washington which can be irrigated under the Act of Congress approved June seventeenth, nineteen hundred and two, known as the reclamation Act, and for other purposes | 03/06/1906    |

| Doc. No. | Title  | Document Date |
|----------|--|---------------|
| SH02646  | Purchasing Certain Private Lands Within Shoshone Indian Reservation- House Report to accompany S. 3415   | 06/08/1938    |
| SH03156  | Providing compensation to the Shoshone and Arapahoe Tribes of Indians for certain lands of the Riverton Reclamation Project within the ceded portion of the Wind River Indian Reservation House Report | 04/14/1953    |
| SH03293  | Compensation to the Shoshone and Arapahoe Tribes of Indian for Certain lands of the Riverton Reclamation Project, Wyoming- Senate Report to accompany HR 4483.   | 07/28/1953    |
| SH03338  | Relating to Minerals on the Wind River Indian Reservation in Wyoming   | 08/05/1958    |
| SH03907  | Order Ruling on Motions to Alter or Amend the Decision of May 10, 1983-In Re the General Adjudication of All Rights to Use Water in the Big Horn River System and All Other Sources, State of Wyoming  | 06/08/1984    |
| SH04101  | Teno Roncalio, Special Master: Report Concerning Reserved Water Rights Claims By and On Behalf of the Tribes of the Wind River Indian Reservation, Wyoming - Part 1                                    | 12/15/1982    |
| SH04484  | Decision Concerning Reserved Water Right Claims By and On Behalf of the Tribes of the Wind River Indian Reservation, Wyoming (Joffe Decision)  | 05/10/1983    |
| SH04602  | Amended Judgment and Decree  | 05/16/1985    |
| SH05554  | Judgment and Decree-Big Horn- Walton Type Claims   | 03/01/2000    |
| SH08429  | Minutes of Council of McLaughlin with the Shoshone and Arapahoe Indians of the Wind River Reservation, Wyoming   | 08/14/1922    |
| SH08455  | Minutes of Meeting Held at the Shoshone Indian Agency 8/2/1913, with the Shoshone and Arapaho Tribes and Mr. Abbott, Assistant Commissioner  | 08/28/1913    |
| SH08552  | Shoshone Reservation- 350,000 Acres Opened for Public Entry by the Government  | 00/00/1908    |
| SH11173  | Testimony given in the case for the adjudication of the water rights of the LeClair Family, on the Shoshone Reservation, Wyoming, Edmo LeClair   | 10/05/1926    |

| Doc. No. | Title   | Document Date |
|----------|---|---------------|
| SH11253  | To Make the Desert Bloom: How Irrigation Came to the Ceded Portion of the Wind River Indian Reservation   | 11/29/1990    |
| SH11655  | An Act to ratify and amend an agreement with the Indians residing on the Shoshone or Wind River Indian Reservation in the State of Wyoming to make appropriations for carrying the same into effect.  | 03/03/1905    |
| SH11702  | Ownership of Minerals on Ceded Portion of Wind River Reservation  | 06/18/1953    |
| SH11925  | An Act Making appropriations for the current and contingent expenses of the Bureau of Indian Affairs, for fulfilling treaty stipulations with various Indian tribes, and for other purposes, for the fiscal year ending June thirtieth, nineteen hundred and eighteen.  | 03/02/1917    |
| SH12259  | Indian reservations-Vacant and undisposed of cede lands-Restoration to Tribal Ownership   | 04/29/1958    |
| SH12429  | An Act To authorize the sale and disposition of a portion of the surplus and unallotted lands in the Cheyenne River and Standing Rock Indian Reservation in the States of South Dakota and North Dakota.  | 05/29/1908    |
| SH14145  | First Assistant Secretary to Long   | 06/09/1931    |
| SH14180  | Stipulation Concerning the Boundaries of the Wind River Indian Reservation  | 04/15/1980    |
| SH14336  | Motion to Amend Findings of Fact and Judgment and Decree  | 05/20/1983    |
| SH14416  | Memo Farmer to Fickenger  | 04/22/1954    |
| SH18511  | An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes for the year ending June thirtieth, eighteen hundred and ninety-eight, and for other purposes: Contains "Agreement with the Shoshone and Arapahoe Tribes of Indians in Wyoming | 06/07/1897    |
| SH22012  | Davis to Secretary approved by Hallowell  | 01/02/1920    |
| SH22419  | An act for the relief and civilization of the Chippewa Indians in the State of Minnesota (Nelson Act)   | 01/14/1889    |

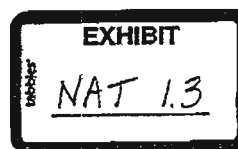
| Doc. No. | Title  | Document Date |
|----------|--|---------------|
| SH23020  | Hearings July 14-22 1980   | 08/28/1980    |
| SH23495  | Trial Proceedings before Special Master-April 15-18, 1980- Vol. II   | 06/24/1980    |
| SH23726  | Trial Proceedings before Special Master-April 15-18, 1980- Vol. III  | 06/24/1980    |
| SH23872  | Trial Proceedings before Special Master-April 15-18, 1980- Vol. I  | 06/24/1980    |
| SH24174  | United States' Statement of Geographic Boundaries  | 09/17/1979    |
| SH25404  | Wind River Mountaineer - Should See Irrigation in Operation  | 01/19/1906    |
| SH30020  | Brief of Appellant State of Wyoming (Type 1 Claims)  | 12/16/1985    |
| SH33963  | An Act to ratify and amend an agreement with the Sioux tribe of Indians of the Rosebud Reservation   | 04/22/1904    |
| SH33985  | Motions of the State of Wyoming for More Definite Statement and For a Continuance  | 09/25/1979    |
| SH33992  | Pretrial Brief of the Shoshone and Arapahoe Tribes with Respect to Purposes and Legal Standards for Measurement of the Tribes' Reserved Water Rights | 04/07/1980    |
| SH34022  | Wyoming's Memorandum Response Concerning Federal Reservation Boundaries  | 03/20/1980    |
| SH34031  | Wyoming's Brief in Support of Its Response to the Claims for Water Rights of the United States and the Shoshone and Arapahoe Tribes                  | 07/23/1980    |
| SH34256  | Wyoming's Brief in Support of Its Proposed Findings of Fact and Conclusions of Law Concerning Federal Reservation Boundaries and Establishment Dates | 09/04/1980    |
| SH34371  | Order (More Definite Statement)  | 10/02/1979    |
| SH34398  | Petition I or a Writ of Certiorari to the Supreme Court of Wyoming   | 08/18/1988    |
| SH34424  | Determination of Federal Water Rights Pursuant to the McCarran Amendment: General Adjudication in Wyoming  | 00/00/1977    |

| Doc. No. | Title   | Document Date |
|----------|---|---------------|
| SH34454  | McCarran Amendment General Adjudications in Wyoming: Threshold Problems   | 00/00/1981    |
| SH34472  | Wyoming's Experience With Federal Non-Indian Reserved Rights: The Big Horn Adjudication   | 00/00/1986    |
| SH34494  | McCarran Amendment Adjudications-- Problems, Solutions, Alternatives  | 00/00/1987    |
| SH34506  | Wyoming's Proposed Master's Report, Proposed Findings of Facts, Conclusion of Law and Decree Covering Claims by and on Behalf of the Tribes of the Wind River Indian Reservation (excerpts) | 04/12/1982    |
| SH51912  | Annual Reports- Department of the Interior- Report of the Commissioner  | 00/00/1906    |
| SH51996  | From Hitchcock, Secretary DOI to Commissioner of Indian Affairs   | 02/05/1906    |
| SH52182  | From Arapahoe Delegation to Leupp, Commissioner of Indian Affairs   | 03/09/1908    |
| SH52192  | From Shoshone Delegation to Leupp, Commissioner of Indian Affairs   | 03/10/1908    |

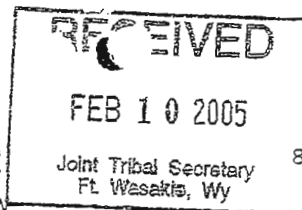








WELBORN SULLIVAN MECK & TOOLEY, P.C.  
ATTORNEYS AT LAW



821 17th Street, Suite 500  
Denver, Colorado 80202  
Telephone: 303-830-2500  
Facsimile: 303-832-2366  
E-mail: wsmt@wsmtlaw.com

February 8, 2005

Eastern Shoshone & Northern Arapaho Tribes  
Attn: Chairman  
Box 217  
North Fork Road, Building 15  
Fort Washakie, Wyoming 82520

Stephen J. Sullivan  
John F. Meck  
Keith D. Tooley  
Kendor P. Jones  
Brian S. Tooley  
Thomas C. McKee  
Stephen A. Bain  
Kathryn Haight  
Amy E. Seneshen  
William R. Rapson  
Sheryl L. Howe  
Danielle V. Wiletsky  
Sara A. Grant  
Blake M. Pickett  
Jason B. Heep

Re: Certificate of Merger of Lease Owner Tom Brown into Encana Oil &  
Gas (USA) Inc.

Special Counsel  
John F. Welborn  
Norman S. Early, Jr.

Dear Chairman:

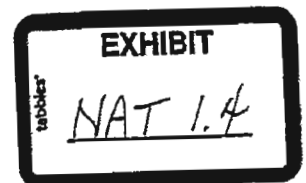
Of Counsel  
Robert F. Welborn

In a recent merger, Tom Brown, a Delaware corporation, has been acquired by EnCana Oil & Gas (USA) Inc., a Delaware corporation. Tom Brown held leases of oil and gas properties in property administered by the BIA in the Wind River Reservation. Enclosed are an original *Certificate of Merger* and a list of leases that as a result of the merger are now owned by EnCana Oil & Gas (USA) Inc. We respectfully request that the council amend its records for these leases to reflect the merger.

Thank you for your assistance in this matter. Should you have any questions concerning this letter or the enclosed, please do not hesitate to contact me.

Very truly yours,

Jason B. Heep



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Date: 2-10-05

*Delaware*

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"TBI PIPELINE COMPANY", A DELAWARE CORPORATION,

"TBI WEST VIRGINIA, INC.", A DELAWARE CORPORATION,

"TOM BROWN, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ENCANA OIL & GAS (USA) INC." UNDER THE NAME OF "ENCANA OIL & GAS (USA) INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2004, AT 6:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2005.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3628827

DATE: 01-20-05

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050039241

## TOM BROWN, INC. INDIAN LEASES

## WYOMING

|        |    |         |        |                     |
|--------|----|---------|--------|---------------------|
| 804649 | WY | FREMONT | BIA    | BIA 14-20-0258-3566 |
| 804650 | WY | FREMONT | BIA    | BIA 14-20-0258-3636 |
| 804651 | WY | FREMONT | BIA    | BIA 14-20-0258-3569 |
| 804652 | WY | FREMONT | BIA    | BIA 14-20-0258-4397 |
| 804653 | WY | FREMONT | BIA    | BIA 14-20-0258-3568 |
| 804654 | WY | FREMONT | BIA    | BIA 14-20-0258-1318 |
| 804655 | WY | FREMONT | BIA    | BIA 14-20-0258-1324 |
| 804656 | WY | FREMONT | BIA    | BIA 14-20-0258-1313 |
| 804700 | WY | FREMONT | BIA    | BIA 14-20-0258-1319 |
| 804701 | WY | FREMONT | BIA    | BIA 14-20-0258-1325 |
| 804702 | WY | FREMONT | BIA    | BIA 14-20-0258-6301 |
| 804703 | WY | FREMONT | BIA    | BIA 14-20-0258-1323 |
| 804704 | WY | FREMONT | BIA    | BIA 14-20-0258-6308 |
| 804705 | WY | FREMONT | BIA    | BIA 14-20-0258-6300 |
| 804708 | WY | FREMONT | BIA    | BIA 14-20-0258-1310 |
| 804709 | WY | FREMONT | BIA    | BIA 14-20-0258-1311 |
| 804710 | WY | FREMONT | BIA    | BIA 14-20-0258-1312 |
| 804731 | WY | FREMONT | BIA    | BIA 14-20-0258-1578 |
| 804768 | WY | FREMONT | BIA    | BIA 14-20-0258-6511 |
| 805041 | WY | FREMONT | BIA    | BIA 14-20-0258-6508 |
| 805100 | WY | FREMONT | BIA    | BIA 14-20-0258-6524 |
| 805460 | WY | FREMONT | BIA    | BIA 14-20-0258-6559 |
| 805463 | WY | FREMONT | BIA    | BIA 14-20-0258-6560 |
| 805491 | WY | FREMONT | BIA    | BIA 14-20-0258-6562 |
| 807074 | WY | FREMONT | BIA    | BIA 14-20-0258-3597 |
| 807896 | WY | FREMONT | BIA    | BIA 14-20-0258-1320 |
| 804764 | WY | FREMONT | BIAOPT | BIA 14-20-0258-6312 |
| 804819 | WY | FREMONT | BIAOPT | BIA 14-20-0258-6311 |
| 804820 | WY | FREMONT | BIAOPT | BIA 14-20-0258-6314 |



COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 27<sup>th</sup> day of June, 1995, by and between the parties subscribing, ratifying or consenting hereto, such parties being hereinafter referred to as "parties hereto." This communitization agreement is entered into pursuant to the Indian Mineral Development Act of 1982 (25 U.S.C. § 2101 et seq.), the Federal Oil and Gas Royalty Management Act of 1982 (30 U.S.C. § 1701 et seq.), other applicable federal laws and regulations, including but not limited to 43 C.F.R. Part 3160, Onshore Oil and Gas Operations: General, and 30 C.F.R. Part 200, Royalty Management, and the laws of the Wind River Reservation, including all amendments to all of the above.

WITNESSETH:

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area" are described as follows:

Township 4 North, Range 3 East  
Section 19: All  
Fremont County, Wyoming

Containing 622.64 acres, more or less, and this agreement shall include only the Mesa Verde formation which is that zone encountered from 10,530 feet to 12,735 feet, including the natural gas and associated liquid hydro-carbons hereinafter referred to as "communitized substances," producible from such formation. A plat of the communitized area is attached hereto as Exhibit "A".

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" which designates the operator of the communitized area and shows the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and authorizes, if necessary, any communitizing or pooling of patented or fee lands within the communitized area. The Tribes shall be notified in advance of any change in operator.

EXHIBIT

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3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the authorized officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or Tribal statutes. This agreement shall be made subject to all applicable Federal and Tribal laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.




10. This agreement is effective as of March 31, 1981 (the date of first production), notwithstanding the date of execution, upon execution of the parties and approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for so long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if within sixty days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The producing in paying quantities provision of this agreement shall not in itself serve to extend the term of any Federal lease which would otherwise expire.
11. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the Tribes or the United States are lessor and in the applicable oil and gas regulations.
12. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal Land shall be subject to approval by the Secretary of the Interior.
13. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor and in the applicable oil and gas regulations of the Department of the Interior.
14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
15. This agreement may be executed in any number of counterparts, 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 parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
16. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended which are hereby

incorporated by reference in this agreement; provided, however, that this Paragraph in no way is intended to limit the requirements of the Tribes' TERO ordinance (Shoshone & Arapaho Law & Order Code, Title 10) and shall in no way be considered a waiver by the Tribes of authorized exceptions to such Order for tribes and Native Americans.

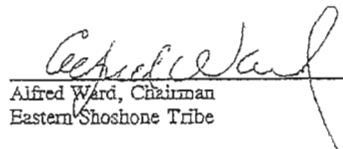
17. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.
18. The Tribes shall be entitled to all information for the communitized area in the possession of the Operator to which the Tribes are entitled by existing leases or regulations.

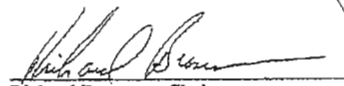
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

TOM BROWN, INC.

  
Richard Porter, Attorney in Fact

EASTERN SHOSHONE AND NORTHERN  
ARAPAHO TRIBES  
(Pursuant to Resolution 1995-7370)

  
Alfred Ward, Chairman  
Eastern Shoshone Tribe

  
Richard Brannan, Chairman  
Northern Arapaho Business Council

OTHER PARTIES (Consents attached on separate  
sheets)

APPROVED AND AGREED TO:

\_\_\_\_\_  
Bureau of Indian Affairs

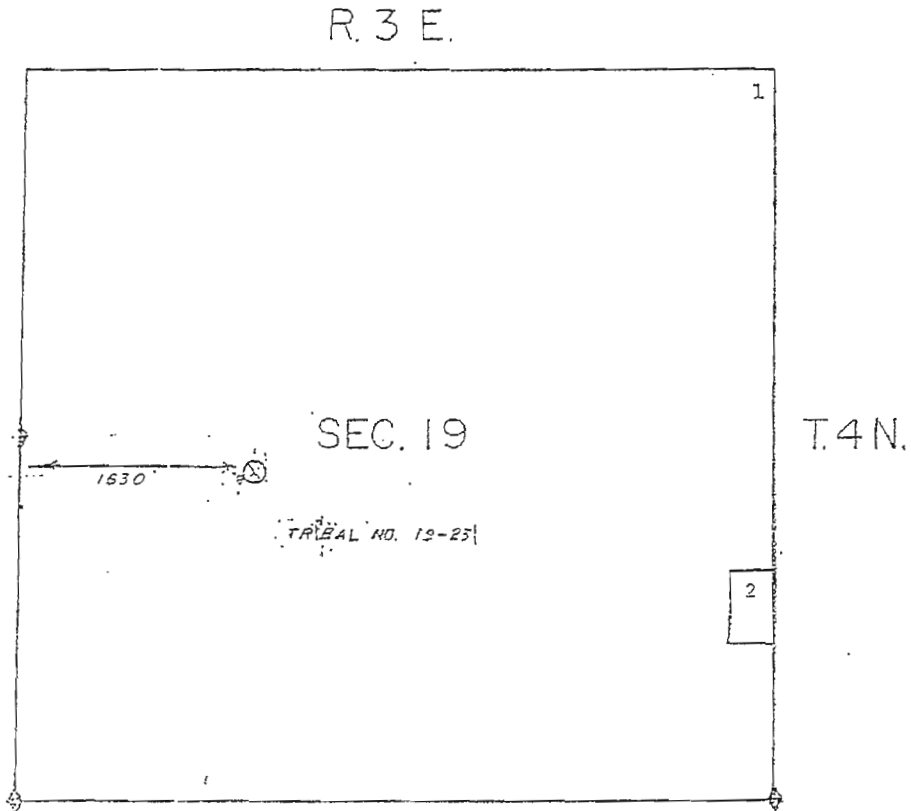
DATE:

Pursuant to the provisions of  
Pub. L. No. 97-382, 96 Stat. 1938,  
25 U.S.C. § 2101.

Amfjgkna/6446pau.073

EXHIBIT "A"

Plat of Communitization Area covering  
Section 19, Township 4 North, Range 23 East,  
Fremont County, Wyoming



Communication Agreement  
S. 19, T. 4 N., R. 23 E., WY.

- 5 -

## EXHIBIT "B"

Attached to and made a part of that certain  
Communitization Agreement covering  
Section 19, Township 4 North, Range 3 East, W.R.M.  
Mesa Verde Formation,  
Fremont County, Wyoming

OPERATOR OF COMMUNITIZED AREA: TOM BROWN, INC.Description of Leases CommittedTRACT #1:

Serial No.: 14-20-0258-1318 (formerly W-024513)

Lease Date: May 1, 1954

Lease Term: 5 years and so long thereafter as oil or gas is produced

Lessor: United States of America

Mineral Interest: 100% in the lands covered thereby

Original Lessee: J. F. Hornbeck

Present Lessee: Texaco Exploration and Production, Inc. 62.5%  
(Record Title) Tom Brown, Inc. 37.5%

Description of Land Committed: Township 4 North Range 3 East  
Section 19: Lots 1, 2, 3, 4, NE $\frac{1}{4}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ,  
N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ,  
SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ,  
S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Fremont County, Wyoming

Number of Acres: 617.64

Basic Royalty Rate: 12.50%

Pooling Clause: The lease may be communitized or unitized if approved by the Secretary of the Interior.

Name and Present Overriding Royalty Owner:

Communitization Agreement  
§ 19, T4N, R3E, W2E

As of Jan 1 '05,  
Encana merged w/  
(took over Tom Brown).  
Tom Brown got 100%  
of this lease

|   |                         |
|---|-------------------------|
| Pauline Hornbeck                                    | 1/2 of 1.0000%          |
| Joan E. Diehl                                       | 1/3 of 1.7500%          |
| Virginia L. Brown                                   | 1/3rd of 1.7500%        |
| Twaddell Properties                                 | 1/2 of 1/3rd of 1.7500% |
| Lakewood Oil and Gas Co.                            | 1/2 of 1/3rd of 1.7500% |
| Meredith Kelley                                     | 1/2 of .2500%           |
| Elmer C. Penny, Jr.                                 | 1/2 of .2500%           |
| Ronald B. Fuller                                    | 1/2 of 1.0000%          |
| Carrol Lou Propp                                    | 1/2 of 1.0000%          |
| Agnes C. Hayman, Trustee                            | 1/2 of 1.0000%          |
| First Bank of Billings                              | 1/8 of 1.0000%          |
| M. Virginia Thomas                                  | 1/4 of 1/4 of 1.0000%   |
| R. Lee Tucker                                       | 18.75% of 1.2500%       |
| Lawrence W. Curtis Revocable Trust                  | 18.75% of .7500%        |
| Tom Brown, Inc.                                     | 18.75% of 1.0000% +     |
|   | 1/4 of 1/4 of 1.0000%   |
| Sara A. Trigg, Trustee<br>of the Trigg Family Trust | 8.34% of 2.0000%        |

After Project Payout Paul Hess will be entitled to an overriding royalty interest equal to 1.758125% of 2% of 8/8ths.

Name of Present Working  
Interest Owner (Operating  
Rights):

Before Project Payout

|   |             |
|---|-------------|
| Texaco Exploration and Production, Inc.   | 62.500000%  |
| Tom Brown, Inc.   | 33.009372%  |
| James W. Harpel   | .975000%    |
| D-S-D Resources, Inc.   | .878910%    |
| Rachel Lyman, individually  | .878906%    |
| Rachel Lyman and Thomas C. Brown, Co-Trustees<br>of the C.V. Lyman Testamentary Trust | .878906%    |
| Seven Sons  | .439453%    |
| Tur, Ltd.   | .439453%    |
|   | 100.000000% |

After Project Payout

|   |                |
|---|----------------|
| Texaco Exploration and Production, Inc.   | 62.500000000%  |
| Tom Brown, Inc.   | 31.251560000%  |
| Ray O. Brownlie   | .439453000%    |
| James B. Wallace  | .439453000%    |
| Jerry D. Armstrong  | .439453000%    |
| J. H. Bander  | .439453000%    |
| James W. Harpel   | .975000000%    |
| D-S-D Resources, Inc.   | .878910000%    |
| Rachel Lyman, individually  | .878906000%    |
| Rachel Lyman and Thomas C. Brown, Co-Trustees<br>of the C.V. Lyman Testamentary Trust | .878906000%    |
| Seven Sons  | .439453000%    |
| Tur, Ltd.   | .439453000%    |
|   | 100.000000000% |

TRACT #2:

Serial No.: 14-20-0258-1321 (formerly W-030171)

Lease Date: December 1, 1954

Lease Term: 5 years and so long thereafter as oil or gas is produced

Lessor: United States of America

Mineral Interest: 100% in the lands covered thereby

Original Lessee: Frank M. Gallivan

Present Lessee: Texaco Exploration and Production, Inc. 62.5%  
(Record Title) Tom Brown, Inc. 37.5%

Description of Land Committed: Township 4 North, Range 3 East  
Section 19: SE¼SE¼NE¼SE¼, NE¼NE¼SE¼SE¼  
Fremont County, Wyoming

Number of Acres: 5.00

Basic Royalty Rate: 12.50%

Pooling Clause: The lease may be communitized or unitized if approved by the Secretary of the Interior.

Name and Present  
Overriding Royalty Owner:

|   |  |
|---|--|
| Frank M. Gallivan                                   | 1/2 of 1.0000%                               |
| First Bank of Billings                              | 1/8 of 1.0000%                               |
| M. Virginia Thomas                                  | 1/4 of 1/4 of 1.0000%                        |
| R. Lee Tucker                                       | 18.75% of 1.2500%                            |
| Lawrence W. Curtis Revocable Trust                  | 18.75% of .7500%                             |
| Tom Brown, Inc.                                     | 18.75% of 1.0000% +<br>1/4 of 1/4 of 1.0000% |
| Sara A. Trigg, Trustee<br>of the Trigg Family Trust | 8.34% of 2.0000%                             |

After Project Payout Paul Hess will be entitled to an overriding royalty interest equal to 1.758125% of 2 % of 8/8ths.

Name of Present Working  
Interest Owner (Operating  
Rights):

- 20 -



## Before Project Payout

|   |                 |
|---|-----------------|
| Texaco Exploration and Production, Inc.   | 62.750000%      |
| Tom Brown, Inc.   | 33.009375%      |
| James W. Harpel   | .975000%        |
| D-S-D Resources, Inc.   | .878910%        |
| Rachel Lyman, individually  | .878906%        |
| Rachel Lyman and Thomas C. Brown, Co-Trustees<br>of the C.V. Lyman Testamentary Trust | .878906%        |
| Seven Sons  | .439453%        |
| Tur, Ltd.   | <u>.439453%</u> |
|   | 100.000000%     |

## After Project Payout

|   |                    |
|---|--------------------|
| Texaco Exploration and Production, Inc.   | 62.500000000%      |
| Tom Brown, Inc.   | 31.251560000%      |
| Ray O. Brownlie   | .439453000%        |
| James B. Wallace  | .439453000%        |
| Jerry D. Armstrong  | .439453000%        |
| J. H. Bander  | .439453000%        |
| James W. Harpel   | .975000000%        |
| D-S-D Resources, Inc.   | .878910000%        |
| Rachel Lyman, individually  | .878906000%        |
| Rachel Lyman and Thomas C. Brown, Co-Trustees<br>of the C.V. Lyman Testamentary Trust | .878906000%        |
| Seven Sons  | .439453000%        |
| Tur, Ltd.   | <u>.439453000%</u> |
|   | 100.000000000%     |

RECAPITULATION

| <u>TRACT NO.</u> | <u>NUMBER OF ACRES COMMITTED</u> | <u>PERCENT OF COMMUNITIZED AREA</u> |
|------------------|----------------------------------|-------------------------------------|
| 1                | 617.64                           | 99.197%                             |
| 2                | <u>5.00</u>                      | <u>0.803%</u>                       |
| TOTAL:           | 622.64                           | 100.000%                            |

- 12 -

Communitization Agreement  
§ 19, T43, R2E, N24

CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North, Range 3 East

Section 19: All

Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 (a copy of which has been delivered to the undersigned), the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 28<sup>th</sup> day of June, 199<sup>95</sup>4.

Tom Brown, Inc.

By: Richard B. Porter  
Attorney in Fact

STATE OF COLORADO

§

COUNTY OF DENVER

§

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 1995, by Richard B. Porter as Attorney-in-Fact of Tom Brown, Inc.

WITNESS MY HAND AND SEAL this 28<sup>th</sup> day of June, 199<sup>95</sup>4.

My Commission Expires:  
August 22, 1996

Holly K. Young  
Holly K. Young, Notary Public

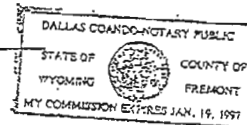
Holly K. Young  
My Commission Expires Aug. 22, 1996  
410 17th St Suite 830  
Denver, Colorado 80202

STATE OF WYOMING       )  
                                  ) SS.  
COUNTY OF FREMONT     )

The foregoing COMMUNITIZATION AGREEMENT was acknowledged before me, a Notary Public, this 27th day of June, 1995, by Alfred Ward, Chairman, Shoshone Business Council of the Shoshone Tribe of the Wind River Reservation, Wyoming.

Witness my hand and official seal.

Dallas Condo  
Notary Public



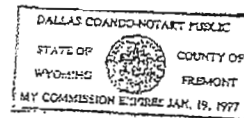
My Commission Expires: 1-19-97

STATE OF WYOMING       )  
                                  ) SS.  
COUNTY OF FREMONT     )

The foregoing COMMUNITIZATION AGREEMENT was acknowledged before me, a Notary Public, this 27th day of June, 1995, by Richard Brannan, Chairman, Northern Arapaho Business Council of the Northern Arapaho Tribe of the Wind River Reservation, Wyoming.

Witness my hand and official seal.

Dallas Condo  
Notary Public



My Commission Expires: 1-19-97

Aus/john/ail&gas.073.wg

CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North, Range 3 East  
Section 19: All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned), the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 24th day of July, 1995.

Texaco Exploration and Production Inc.

By: [Signature]  
Title: Attorney-in-Fact  
P.O. Box 46513  
Denver, CO 80201-6513

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO §  
§  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me by J. K. Hendrickson  
as Attorney-in-Fact of Texaco Exploration and Production Inc., this  
24th day of July, 1995.

WITNESS my hand and official seal.

My Commission Expires:

MY COMMISSION EXPIRES 5/21/96

[Signature]  
Notary Public  
MARYANNE M. FRAWLEY  
NOTARY PUBLIC  
STATE OF COLORADO  
MARYANNE M. FRAWLEY  
5709 SOUTH HENRI WAY  
AURORA, CO 80015

CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

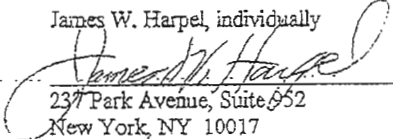
Township 4 North, Range 3 East  
Section 19: All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 20 day of July, 1995.

James W. Harpel, individually

  
237 Park Avenue, Suite 952  
New York, NY 10017

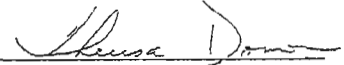
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by James W. Harpel, this 20th day of July, 1995.

WITNESS my hand and official seal.

My Commission Expires:

  
Notary Public

THERESA DONOVAN  
NOTARY PUBLIC, State of New York  
No. 41-4972167  
Qualified in Queens County  
Commission Expires September 17, 1926

CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North, Range 3 East  
Section 19: All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 4 day of August, 1995.

Uniquine S. Lindsey  
Secretary

(Formerly  
DSD Resources, Inc.)

Jade Resources Inc.

By: D. Douglas Lindsey

Title:

P.O. Box 976

Norfolk, NE 68702-0976

Fed. I. D.  
47-065658

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska §

§

COUNTY OF Madison §

§

The foregoing instrument was acknowledged before me by

D. Douglas Lindsey

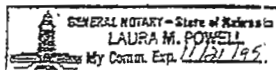
as Secretary of DSD Resources, Inc., this 4th day of

August, 1995.

WITNESS my hand and official seal.

My Commission Expires:

Laura M. Powell  
Notary Public



CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

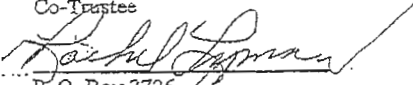
Township 4 North, Range 3 East  
Section 19: All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 18<sup>th</sup> day of July, 1995.

Rachel Lyman, Individually and as  
Co-Trustee

  
P. O. Box 3726  
Midland, TX 79702

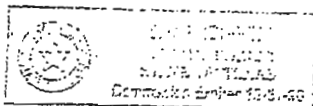
INDIVIDUAL AND TRUSTEE ACKNOWLEDGEMENT

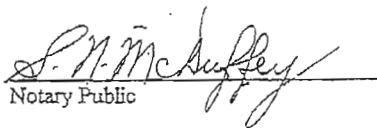
STATE OF TEXAS §  
§  
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me by Rachel Lyman, individually and as Co-Trustee of the C. V. Lyman Testamentary Trust, this 18<sup>th</sup> day of JULY, 1995.

WITNESS my hand and official seal.

My Commission Expires:



  
Notary Public



CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North, Range 3 East  
Section 19; All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 19<sup>th</sup> day of July, 1995.

C. V. Lyman - Testamentary Trust

Thomas C. Brown

BY: Thomas C. Brown

Title: Co-Trustee

P. O. Box 2608

Midland, TX 79702

TRUSTEE ACKNOWLEDGEMENT

STATE OF Texas §

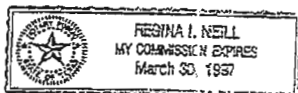
COUNTY OF Midland §

The foregoing instrument was acknowledged before me by Thomas C. Brown, Co-Trustee of the C. V. Lyman Testamentary Trust, this 19<sup>th</sup> day of July, 1995.

WITNESS my hand and official seal.

My Commission Expires:

Regina L. Neill  
Notary Public



CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North, Range 3 East  
Section 19; All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 19 day of July, 1995.

Seven Sons, Inc.

By: Melvin G. Dorr  
Title: President  
C/O Melvin G. Dorr  
P.O. Box 448  
Marcus, LA 51035

CORPORATE ACKNOWLEDGEMENT

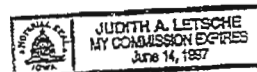
STATE OF Texas §  
§  
COUNTY OF Cherokee §

The foregoing instrument was acknowledged before me by Melvin G. Dorr, as  
President of Seven Sons, Inc., this 19 day of July, 1995.

WITNESS my hand and official seal.

My Commission Expires:

Judith A. Letsche  
Notary Public



CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North, Range 3 East  
Section 19: All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing, or hereafter arising by virtue of Wyoming law.

EXECUTED this 22 day of JULY, 1995.

TUR, LTD.

By: Don J. Dorr  
Title: VICE PRESIDENT  
C/O Don J. Dorr  
9018 Rolling Green  
Oklahoma City, OK 73132

PARTNERSHIP/CORPORATE ACKNOWLEDGMENT

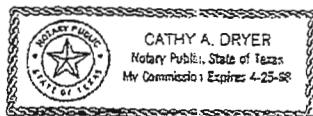
STATE OF TEXAS §  
COUNTY OF GALVESTON §

The foregoing instrument was acknowledged before me by DON J. DORR  
as VICE PRESIDENT of TUR, Ltd., this 22<sup>ND</sup> day of JULY,  
1995.

WITNESS my hand and official seal.

My Commission Expires: 4-25-99

Cathy A. Dryer  
Notary Public



CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North Range 3 East  
Section 19: All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 14th day of July, 1995.

Ray O. Brownlie, individually

Ray O. Brownlie  
475 17th Street, Suite 1300  
Denver, Co. 80202

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Colorado §

COUNTY OF Denver §

The foregoing instrument was acknowledged before me by Ray O. Brownlie, this 14th day of July, 1995.

WITNESS my hand and official seal.

My Commission Expires: 8/31/97

Lou Ann Fournier  
Notary Public



CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North, Range 3 East  
Section 19: All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 14th day of July, 1995.

James B. Wallace, individually

James B. Wallace  
475 17th Street, Suite 1300  
Denver, Co. 80202

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Colorado §  
§  
COUNTY OF Denver §

The foregoing instrument was acknowledged before me by James B. Wallace, this 14th day of July, 1995.

WITNESS my hand and official seal.

My Commission Expires: 8/31/97

Lou Ann Fournier  
Notary Public

CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North Range 3 East  
Section 19: All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned, the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 14th day of July, 1995.

Jerry D. Armstrong, Individually

475 17th Street, Suite 1300  
Denver, Co. 80202

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Colorado §  
COUNTY OF Denver §

The foregoing instrument was acknowledged before me by Jerry D. Armstrong, this 14th day of July, 1995.

WITNESS my hand and official seal.

My Commission Expires: 8/31/97

Lou Ann Lion  
Notary Public

CONSENT AND RATIFICATION OF  
COMMUNITIZATION AGREEMENT COVERING

Township 4 North, Range 3 East  
Section 19; All  
Fremont County, Wyoming

In consideration of the premises and mutual agreements set forth in the Communitization Agreement dated June 19, 1995 which has been delivered to the undersigned), the undersigned owners of land or interests in lands or of royalties, overriding royalties or other interest in production from said lands, hereby severally, each to the extent of his, her or its particular ownership or interest consent to the commitment of said interests and said lands to said Communitization Agreement and approve, adopt, ratify and confirm the terms of said Communitization Agreement in all things with the same force and effect as if the undersigned had duly executed said Communitization Agreement. This Communitization Agreement and Consent and Ratification shall be binding upon the undersigned regardless of whether or not executed or ratified by all or any of the other parties owning interests in the Communitized Area.

For all purposes hereof, each of the undersigned hereby releases and waives any and all rights and interests existing or hereafter arising by virtue of Wyoming law.

EXECUTED this 17th day of July, 1995.

J. H. Bander, individually

475 17th Street, Suite 1300  
Denver, Co. 80202

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Colorado §

§

COUNTY OF Denver §

§

The foregoing instrument was acknowledged before me by J. H. Bander, this 17th day of July, 1995.

WITNESS my hand and official seal.

My Commission Expires: 8/31/97

Lou Ann Loomis  
Notary Public



CHIEF WASHAKIE

RESOLUTION  
OF THE  
SHOSHONE & ARAPAHO TRIBES  
BOX 217  
FORT WASHAKIE, WYOMING 82514



CHIEF BLACK COAL

Resolution No. 1995-7370

WHEREAS, the Joint Business Council ("JBC") of the Eastern Shoshone and Northern Arapaho Tribes ("Tribes") is the governing body duly authorized by the General Council of each Tribe to conduct business on behalf of the Tribes; and

WHEREAS, Texaco Exploration and Production, Inc. and Tom Brown, Inc. are the lessees of Contract No. 14-20-0258-1318 and Contract No. 14-20-0258-1321 located in Section 19, Township 4 North, Range 3 East, WRM; and

WHEREAS, the two leases were communitized in the Fort Union formation in 1963; and

WHEREAS, application was made in 1981 to communitize the two leases in the Mesa Verde formation which application was never formally acted upon or approved, but the leases were operated and accounted for as if communitized; and

WHEREAS, the communitization of these leases in the Mesa Verde formation is in the interests of the Tribes:

NOW, THEREFORE, BE IT RESOLVED that the Joint Business Council approves the attached "~~Communization Agreement~~" for the Mesa Verde formation in § 19, Township 4 North, Range 3 East, WRM; and

BE IT FINALLY RESOLVED that the Chairman or Co-Chairman of the Shoshone Business Council and the Northern Arapaho Business Council are directed and authorized to execute any documents necessary to implement this resolution.

CERTIFICATION

WE THE UNDERSIGNED, as the Chairman of the Eastern Shoshone Business Council and the Chairman of the Northern Arapaho Business Council hereby certify that in a meeting of Special Joint Session that the Eastern Shoshone Business Council is composed of six (6) members and the Northern Arapaho Business Council is composed of six (6) members of whom Five (5) members of the Eastern Shoshone Business Council and Five (5) members of the Northern Arapaho Business Council constituting a quorum, were present at a special meeting duly and specially called, noticed, convened, and held this 16th day of June, 1995; that the foregoing resolution was adopted

EXHIBIT

tabler

NAT. 1.6

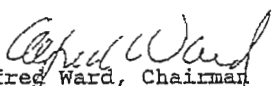


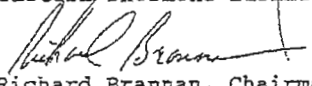
R E S O L U T I O N  
SHOSHONE AND ARAPAHO TRIBES

Resolution No. 1995-7370  
Page No. Two (2)

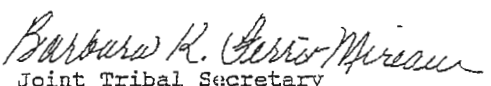
by the affirmative vote of five (5) members of the Eastern Shoshone Business Council and five (4) members of the Northern Arapaho Business Council, Chairman voting and that the resolution has not been rescinded or amended in any way.

Done at Fort Washakie, Wyoming this 16th day of June, 1995.

  
Alfred Ward, Chairman  
Eastern Shoshone Business Council

  
Richard Brannan, Chairman  
Northern Arapaho Business Council

ATTEST:

  
Barbara H. Grier-Moran  
Joint Tribal Secretary

Real Prop. Mgmt.  
4618a-P5



AUG 4 1994

Tom Brown Inc.  
Attn: George Saban  
410 17th Street, Suite 830  
Denver, CO 80202

Dear Mr. Saban:

On July 12, 1994, we received a designation of successor operator document dated July 1, 1994, whereby Texaco Exploration resigned as CA operator and Tom Brown, Inc. is designated as successor CA operator for the CA-Wind-7 Agreement, Fremont County, Wyoming. The document was executed by both parties. The instrument is hereby approved effective as of the date of this letter.

The aforementioned document is hereby accepted for the record. Acceptance of this exhibit does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed to the agreement.

Please advise all interested parties of the change in operator.

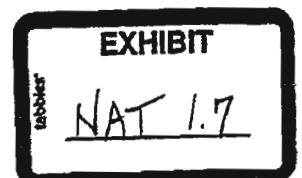
Sincerely,

*David L. Allison*  
Acting Joe LaBlanc

David L. Allison  
Superintendent

cc: BIM-Lander  
Royalty Mgmt. (MMS Lakewood, CO)

bcc: ~~Shoshone Oil & Gas Commission~~  
Shoshone Oil & Gas Commission



DESIGNATION OF  
SUCCESSOR OPERATOR OF COMMUNITIZATION AGREEMENT  
NO. CA-WIND-7

Township 4 North, Range 3 East, Wind River Meridian  
Section 19: Lots 1,2,3,4, E/2W/2, E/2 (All)  
Fremont County, Wyoming

THIS INDENTURE, dated as to the 1st day of July, 1994, by and between Tom Brown, Inc., hereinafter designated as "First Party", and the owners of communitized working interest, hereinafter designated as "Second Parties",

WITNESSETH:

WHEREAS, under the provisions of the Act of March 3, 1909, Chapter 263, 35 Stat. 783, as amended by the Act of August 9, 1956, Chapter 615, Section 3, 69 Stat. 540, 25 USCA 396, and regulations issued pursuant thereto (25 CFR 172.24 (b)), a Communitization Agreement dated August 9, 1963 for the above Communitized Area was approved by the Bureau of Indian Affairs on March 6, 1964 effective August 1, 1963 wherein California Oil Company is designated as Operator of the communitized area; and

WHEREAS, said Chevron U.S.A., original successor to California Oil Company resigned as Operator, and the designation of a successor operator is now required pursuant to the terms thereof; and

WHEREAS the First Party has been and hereby is designated by Second Parties as Operator of the communitized area, and said First Party desires to assume all the rights, duties, and obligations of Operator under the said communitization agreement.

NOW, THEREFORE, in consideration of the premises hereinbefore set forth and the promises hereinafter states, the First Party hereby covenants and agrees to fulfill the duties and assume the obligations of Operator of the communitized area under and pursuant to all the terms of the said Communitization Agreement, and the Second Parties covenant and agree that, effective upon approval of this indenture by the Authorized Officer, Bureau of Land Management, 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 Communitization Agreement; said Agreement being hereby incorporated herein by reference and made a part hereof as fully and effectively as though said Agreement was expressly set forth in this instrument.

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

TOM BROWN, INC.

By:

Clark A. Mueller  
Clark A. Mueller

Vice President - Exploration

ATTEST:

Dennis J. Hopkins  
Dennis J. Hopkins, Asst. Sec.

Texaco Exploration and Production Inc.

~~XX~~

By:

Robert F. Moll

Title: Robert F. Moll, Attorney-in-Fact

ATTEST:

I hereby approve the foregoing indenture designating Tom Brown, Inc. as operator under the Communitization Agreement for Section 19: Township 4 North, Range 3 East, this 4 day of AUGUST, 1994.

Joe L. Roberts  
Superintendent, Bureau of Indian Affairs



CHIEF WASHAKIE

RESOLUTION  
OF THE  
SHOSHONE AND ARAPAHOE TRIBES  
WIND RIVER INDIAN RESERVATION  
FORT WASHAKIE, WYOMING 82514



CHIEF BLACK COAL

RESOLUTION NO. 7040  
PAGE NO. One (1)

WHEREAS, the Joint Business Council ("JBC") of the Shoshone and Northern Arapaho Tribes ("Tribes") is the governing body duly authorized by the General Council of each Tribe to conduct business on behalf of the Tribes; and

WHEREAS, the JBC, as a means to increase revenues to the Tribes, desires to promote production, exploration, and development of natural gas from wells located on the Wind River Reservation ("Reservation"); and

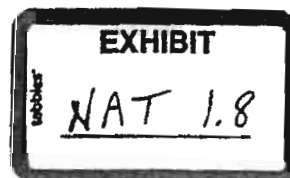
WHEREAS, Tom Brown, Inc. ("Tom Brown") is engaged in the exploration for and production of natural gas on lands located on the Reservation, which lands are specifically described on Exhibit "A", attached hereto and made a part hereof, and which lands are hereinafter referred to as the "subject lands"; and

WHEREAS, Ordinance No. 39, adopted by the JBC, imposes a severance tax on Tom Brown for the production of natural gas on the Reservation which funds are available for providing governmental operations and services; and

WHEREAS, the JBC expects Tom Brown to engage in production activities in reliance on the continued effectiveness of this resolution during the time periods provided for herein; and

WHEREAS, the JBC finds that if economic incentives are provided to Tom Brown, that Tom Brown will seek to maximize production, exploration, and development of natural gas from wells located on the Reservation, and that this will, in turn, increase long term revenues to the Tribes:

NOW, THEREFORE, BE IT RESOLVED that, for the lands described in Exhibit "A", the Joint Business Council hereby approves a Production Incentive Payment for Tom Brown calculated by multiplying the then current market value at the well or place of production of all reservation natural resources produced, saved and sold, or transported from the field or area where produced ("Current Market Value") by the following rates:



## RESOLUTION

SHOSHONE & ARAPAHOE TRIBES

RESOLUTION NO. 7040

PAGE NO. Two (2)

For the period of January 1, 1993 through December 31, 1996:

- A. 0.00% for the portion of average daily production from the subject lands for the month over 0 MMCF but not over 5 MMCF, at 14.73 PSIA,
- B. 2.50% for the portion of average daily production from the subject lands for the month over 5 MMCF but not over 10 MMCF, at 14.73 PSIA,
- C. 4.50% for the portion of average daily production from the subject lands for the month over 10 MMCF but not over 15 MMCF, at 14.73 PSIA,
- D. 6.50% for the portion of average daily production from the subject lands for the month over 15 MMCF but not over 20 MMCF, at 14.73 PSIA, and
- E. 8.50% for the portion of average daily production from the subject lands for the month over 20 MMCF;

For the period of January 1, 1997 through December 31, 1999:

- A. 0.00% for the portion of average daily production from the subject lands for the month over 0 MMCF but not over 10 MMCF, at 14.73 PSIA,
- B. 2.50% for the portion of average daily production from the subject lands for the month over 10 MMCF but not over 15 MMCF, at 14.73 PSIA,
- C. 4.50% for the portion of average daily production from the subject lands for the month over 15 MMCF but not over 20 MMCF, at 14.73 PSIA,
- D. 6.50% for the portion of average daily production from the subject lands for the month over 20 MMCF but not over 25 MMCF, at 14.73 PSIA, and
- E. 8.50% for the portion of average daily production from the subject lands for the month over 25 MMCF;

## RESOLUTION

SHOSHONE & ARAPAHOE TRIBES

RESOLUTION NO. 7040

PAGE NO. Three (3)

BE IT FURTHER RESOLVED that the Joint Budget for the Tribes shall be amended by adding a line item which reads "Production Incentive Payments" in the amount equal to the Production Incentive Payment provided for herein;

BE IT FURTHER RESOLVED that the Production Incentive Payments provided for herein shall not apply to any month of production where the Current Market Value for the natural gas produced from the subject lands exceeds Five Dollars an MCF;

BE IT FURTHER RESOLVED that this resolution shall not be revoked or amended for any month of production in which Tom Brown engages in production activities in reliance on the continued effectiveness of this resolution; and

BE IT FURTHER RESOLVED that the Director of the Wind River Tax Commission is directed and authorized to take the necessary actions to implement this resolution; and

BE IT FURTHER RESOLVED that the provisions of this resolution shall be effective as of January 1, 1993; and

BE IT FINALLY RESOLVED that the Chairmen of the Shoshone Business Council and the Northern Arapaho Business Council are directed and authorized to execute any documents necessary to implement this resolution.

## CERTIFICATION

WE THE UNDERSIGNED, as the Chairman of the Shoshone Business Council and the Chairman of the Northern Arapaho Business Council hereby certify that in a meeting of Joint Session that the Shoshone Business Council is composed of six (6) members and the Northern Arapaho Business Council is composed of six (6) members of whom six (6) members of the Shoshone Tribe and six (6) members of the Northern Arapaho Tribe, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened, and held this 3rd day of March, 1993, that the foregoing resolution was adopted by the affirmative vote of six (6) members of the Shoshone Tribe, 0 members abstaining and six (6) members of the Northern Arapaho Tribe, 0 members abstaining, Chairman voting, and the resolution has not been rescinded or amended in any way.

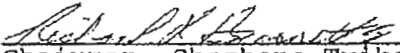
RESOLUTION

SHOSHONE & ARAPAHOE TRIBES

RESOLUTION NO. 7040

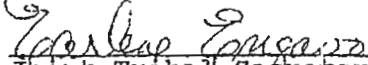
PAGE NO. Four (4)

Done at Fort Washakie, Wyoming this 3rd day of March, 1993.

  
Chairman, Shoshone Tribe

  
Chairman, Northern Arapaho Tribe

ATTEST:

  
Joint Tribal Secretary

Amfjohv161.004

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EXHIBIT "A"

Attached to the Tax Agreement  
by and between the  
Shoshone and Northern Arapaho Tribes  
of the  
Wind River Reservation  
and  
Tom Brown, Inc.  
dated  
February \_\_\_\_\_, 1993

PAVILLION FIELD  
FREMONT COUNTY, WYOMING

Township 3 North, Range 2 East

Section 1: All  
Section 2: All  
Section 3: All  
Section 4: E/2  
Section 8: E/2NE/4NE/4  
Section 9: All  
Section 10: All  
Section 11: All  
Section 12: All  
Section 13: All  
Section 14: All  
Section 15: All  
Section 16: N/2NE/4, SE/4NE/4

Township 3 North, Range 3 East

Section 4: W/2  
Section 5: All  
Section 6: All  
Section 7: All, except S/2SW/4  
Section 18: Lots 3, 4, SE/4SW/4, S/2SE/4

Township 4 North, Range 2 East

Section 34: Tracts 3,4  
Section 35: Tracts 8,9,10



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MUDDY RIDGE FIELD  
FREMONT COUNTY, WYOMING

Township 4 North, Range 2 East

Section 12: NW/4, S/2  
 Section 13: Tracts, 2, 5, 6, 7  
 Section 24: All  
 Section 25: All

Township 4 North, Range 3 East

Section 19: All  
 Section 20: All  
 Section 30: All

OPTION ACREAGE  
PAVILLION NORTH FIELD  
FREMONT COUNTY, WYOMING

Township 4 North, Range 2 East

Section 1: Lots 1, 2, 3, 4, S/2N/2, SW/4, N/2SE/4, SE/4SE/4  
 Section 2: Lots 1, 2, Tracts 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, SE/4NE/4, NE/4SE/4 (ALL)  
 Section 3: Lot 2, 3, 4, Tracts 1, 2, 3, 4, 5, 6, S/2NW/4, SW/4NE/4, SW/4, W/2SE/4 (ALL)  
 Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2 (ALL)  
 Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2 (ALL)  
 Section 8: All  
 Section 9: All  
 Section 10: All  
 Section 11: Tracts 2, 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, SW/4NW/4, W/2SW/4, SE/4SW/4  
 Section 14: Tracts 1, 2, 3, 4, 5, 6, W/2, W/2SE/4, SE/4SE/4 (ALL)  
 Section 15: All  
 Section 16: All  
 Section 17: All  
 Section 18: E/2  
 Section 19: E/2  
 Section 20: All  
 Section 21: All  
 Section 22: All  
 Section 23: All  
 Section 26: N/2, N/2S/2, S/2SW/4SW/4, SE/4SE/4, NE/4SW/4SE/4, N/2NW/4SW/4SE/4, E/2SE/4SW/4SE/4  
 Section 27: Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 (ALL)  
 Section 28: Tracts 1, 2, 3, 4, 5, 6, 7  
 Section 29: Tracts 1, 2, 3, 4, 6, 7, 21, 22  
 Section 36: Tracts 1, 2, 4, 5, 7, 8, 9, NE/4NE/4, W/2SW/4

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NORTH PAVILLION FIELD (Continued)

Township 5 North, Range 2 East

Section 20: All  
Section 21: All  
Section 22: All  
Section 23: All  
Section 24: All  
Section 25: All  
Section 26: All  
Section 27: W/2, W/2E/2, SE/4NE/4, E/2SE/4  
Section 28: All  
Section 29: All  
Section 32: All  
Section 33: All  
Section 34: All  
Section 35: All  
Section 36: All

Township 4 North, Range 3 East

Section 29: All  
Section 31: Tracts 1,2,3,4,6,7,8,10,11  
Section 32: All

TRIBAL SEVERANCE TAX  
PRODUCTION INCENTIVE PAYMENT  
1/93

| NET MCF<br>AFTER<br>ROYALTY | NET VALUE<br>AFTER<br>ROYALTY | TRIBAL TAX<br>@ 8.5% LESS<br>INCENTIVE |
|-----------------------------|-------------------------------|--|
|-----------------------------|-------------------------------|--|

## PAVILLION

| MMcfpd  | Tax refund<br>% | NET MCF<br>AFTER<br>ROYALTY | NET VALUE<br>AFTER<br>ROYALTY | TRIBAL TAX<br>@ 8.5% LESS<br>INCENTIVE |
|---------|-----------------|-----------------------------|-------------------------------|--|
|         |                 | 140,884                     | 169,127                       | 159,085.80                             |
| 0 - 5   | -0-             | 115,909                     | \$182,750                     | -0-                                    |
| 5 - 10  | 2               | 115,909                     | \$182,750                     | (\$3,655.00)                           |
| 10 - 15 | 4               | 115,909                     | \$182,750                     | (\$7,310.00)                           |
| 15 - 20 | 6               | 93,157                      | \$146,877                     | (\$8,812.61)                           |
|         |                 |                             |                               | \$39,308.18                            |

## MUDDY RIDGE

| MMcfpd  | Tax refund<br>% | NET MCF<br>AFTER<br>ROYALTY | NET VALUE<br>AFTER<br>ROYALTY | TRIBAL TAX<br>@ 8.5% LESS<br>INCENTIVE |
|---------|-----------------|-----------------------------|-------------------------------|--|
|         |                 | 148,690                     | \$247,328                     | \$210,222.68                           |
| 0 - 5   | -0-             | 39,091                      | \$65,023                      | -0-                                    |
| 5 - 10  | 2               | 39,091                      | \$65,023                      | (\$1,300.46)                           |
| 10 - 15 | 4               | 39,091                      | \$65,023                      | (\$2,600.92)                           |
| 15 - 20 | 6               | 31,417                      | \$52,259                      | (\$3,135.55)                           |
|         |                 |                             |                               | \$13,985.95                            |

## TOTAL

| MMcfpd               | Tax refund<br>% | NET MCF<br>AFTER<br>ROYALTY | NET VALUE<br>AFTER<br>ROYALTY | TRIBAL TAX<br>@ 8.5% LESS<br>INCENTIVE |
|----------------------|-----------------|-----------------------------|-------------------------------|--|
|                      |                 | 89,574                      | \$942,455                     | \$80,108.68                            |
| 0 - 5                | -0-             | 155,000                     | \$247,773                     | \$0.00                                 |
| 5 - 10               | 2               | 155,000                     | \$247,773                     | (\$4,955.46)                           |
| 10 - 15              | 4               | 155,000                     | \$247,773                     | (\$9,910.92)                           |
| 15 - 20              | 6               | 124,574                     | \$199,136                     | (\$11,948.16)                          |
| > 20                 | 8.5             | 0                           | \$0                           | \$0.00                                 |
| TOTAL TRIBAL TAX DUE |                 |                             |                               | \$53,294.14                            |

THIS SHOULD TIE

TRIBAL SEVERANCE TAX  
PRODUCTION INCENTIVE PAYMENT

1/93

PAVILLION

| MMcfpd  | Tax refund<br>% | GROSS<br>AND NET<br>MCF | NET VALUE<br>AFTER<br>ROYALTY | TRIBAL TAX<br>@ 8.5% LESS<br>INCENTIVE |
|---------|-----------------|-------------------------|-------------------------------|--|
|         |                 | 506,735                 | \$695,127                     | \$59,085.80                            |
|         |                 | 440,884                 | \$1.58                        |  |
| 0 - 5   | -0-             | 99,980                  | \$157,635                     | -0-                                    |
| 5 - 10  | 2               | 99,980                  | \$157,635                     | (\$3,152.69)                           |
| 10 - 15 | 4               | 99,980                  | \$157,635                     | (\$6,305.39)                           |
| 15 - 20 | 6               | 99,980                  | \$157,635                     | (\$9,458.08)                           |
| > 20    | 8.5 %           | 40,965                  | \$64,588                      | (\$5,490.02)                           |
|         |                 | 440,884                 |                               | \$34,679.62                            |

MUDDY RIDGE

| MMcfpd  | Tax refund<br>% | GROSS<br>AND NET<br>MCF | NET VALUE<br>AFTER<br>ROYALTY | TRIBAL TAX<br>@ 8.5% LESS<br>INCENTIVE |
|---------|-----------------|-------------------------|-------------------------------|--|
|         |                 | 176,774                 | \$247,328                     | \$21,022.88                            |
|         |                 | 148,690                 | \$1.66                        |  |
| 0 - 5   | -0-             | 33,719                  | \$56,087                      | -0-                                    |
| 5 - 10  | 2               | 33,719                  | \$56,087                      | (\$1,121.74)                           |
| 10 - 15 | 4               | 33,719                  | \$56,087                      | (\$2,243.47)                           |
| 15 - 20 | 6               | 33,719                  | \$56,087                      | (\$3,365.21)                           |
| > 20    | 8.5             | 13,816                  | \$22,981                      | (\$1,953.36)                           |
|         |                 | 148,690                 |                               | \$12,339.10                            |

TOTAL

| MMcfpd               | Tax refund<br>% | GROSS<br>AND NET<br>MCF | NET VALUE<br>AFTER<br>ROYALTY | TRIBAL TAX<br>@ 8.5% LESS<br>INCENTIVE |
|----------------------|-----------------|-------------------------|-------------------------------|--|
|                      |                 | 589,574                 | \$942,455                     | \$80,108.68                            |
| 0 - 5                | -0-             | 133,698                 | \$213,721                     | \$0.00                                 |
| 5 - 10               | 2               | 133,698                 | \$213,721                     | (\$4,274.43)                           |
| 10 - 15              | 4               | 133,698                 | \$213,721                     | (\$8,548.86)                           |
| 15 - 20              | 6               | 133,698                 | \$213,721                     | (\$12,823.29)                          |
| > 20                 | 8.5             | 54,781                  | \$87,569                      | (\$7,443.39)                           |
| TOTAL TRIBAL TAX DUE |                 | 589,574                 |                               | \$47,018.72                            |

5-15 SEP 26 10 14 AM '91  
(August 1991)

280 20416

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRSSE No. \_\_\_\_\_  
CONTRACT No. 14-20-0258-1318  
(formerly W-024513).

## ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior or his authorized representative has heretofore approved  
Oil and Gas mining lease, dated May 1, 1954,  
 entered into by and between United States of America (Shoshone & Arapho Tribes), lessor,  
 and J. F. Hornbeck, lessee,  
 covering the following-described lands in the Wind River Indian Reservation  
 (Insert name of Reservation, Pueblo, Nation, etc., as needed)  
 in the State of Wyoming

Township 4 North, Range 3 East, W.R.M.

Section 19: Lots 1, 2, 3, 4, NE/4, E/2W/2, W/2SE/4, N/2NE/4SE/4, SW/4NE/4SE/4,  
N/2SE/4NE/4SE/4, SW/4SE/4NE/4SE/4, W/2SE/4SE/4, SE/4SE/4SE/4,  
S/2NE/4SE/4SE/4, NW/4NE/4SE/4SE/4, containing 612.64 acres,

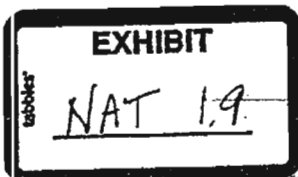
more or less, Fremont County  
 Now, THEREFORE, for and in consideration of Ten

dollars (\$ 10.00), the receipt of which is hereby ackn-  
edged, the said Chevron U.S.A. Inc., a Pennsylvania corporation

the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys all of  
Operating Rights, Record Title and right, title, and interest in and to said

subject to the approval of the Secretary of the Interior or his authorized representative to  
Tom Brown, Inc., a Delaware corporation of 508 West Wall, #500  
Midland, TX 79702 Said assignment to be effective from date of approval hereby by the Secretary  
 of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set her hand and seal, this 14<sup>th</sup>  
 day of January, 1991



Chevron U.S.A. Inc.  
 By: G. L. DiLetto  
G. L. DiLetto  
Assistant Secretary

## ACKNOWLEDGMENT OF CORPORATION

280-20416

STATE OF Colorado } ss:  
COUNTY OF Arapahoe }

Before me, a notary public, in and for said county and State on this 14<sup>th</sup> day of January, 1991  
personally appeared G. L. DiLetto  
to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its  
Assistant Secretary and acknowledged to me that  
he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corpora-  
tion, for the uses and purposes therein set forth.

My commission expires

October 29<sup>th</sup>, 1994

*[Signature]*  
Notary Public.

## ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF \_\_\_\_\_ } ss:  
COUNTY OF \_\_\_\_\_ }

Before me, a notary public, in and for said county and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
personally appeared \_\_\_\_\_

\_\_\_\_\_, to me known to be the identical person... who executed the  
within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_, 19\_\_\_\_

Notary Public.

## ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described inden-  
ture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to fur-  
nish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set his hand and seal this 14<sup>th</sup>  
day of January, 1991

Tom Brown, Inc.

By:

*[Signature]*

Clark A. Mueller

Vice President - Exploration

## CONSENT OF SURETY

The \_\_\_\_\_, of \_\_\_\_\_,  
\_\_\_\_\_, surety for \_\_\_\_\_  
\_\_\_\_\_ on the bond accompanying the lease above described, hereby  
consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and  
effect covering obligations of assignee.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

APPROVED:

Approved only to the extent that the assignor  
assigns and conveys its right, title, and in-  
terest in and to the within described oil and  
gas lease to the assignee.

Authority delegated by, 2, DM 8, 230 DM 3 and  
Addendum to 10 BIA M 3 of July 19, 1988.

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

AUG 13 1991

*[Signature]*  
SUPERINTENDENT  
WIND RIVER INDIAN AGENCY  
WIND RIVER INDIAN AGENCY



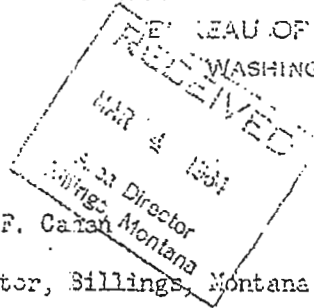
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
WASHINGTON 25, D. C.

IN REPLY REFER TO:

Reel Prop. Mgmt.  
Billings  
8341-63

AIRMAIL

Mr. James P. Canan  
Area Director, Billings, Montana



MAR 2 1958

Dear Mr. Canan:

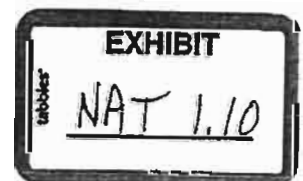
There are enclosed all copies of the Communitization Agreement covering 600.00 acres submitted with Area Office letter of November 15, 1953. The agreement has been executed by and on behalf of the Shoshone and Arapahoe Tribes and by the California Oil Company and the Tidewater Oil Company, lessees on oil and gas leases W-024513 and W-030171, issued by the Bureau of Land Management pursuant to the Act of August 15, 1953 (37 Stat. 584). By the Act of August 27, 1956 (70 Stat. 935), the minerals underlying the lands involved and also other lands within the Riverton reclamation project were restored to tribal ownership.

Section 5 of the agreement provides that the communitized area shall be developed and operated as an entity and that the communitized substances produced shall be allocated among the leaseholds comprising the area in the proportion that the acreage interest in each leasehold bears to the entire interest committed to the agreement. The provision for the division of the royalty is not important to the tribes because they are entitled to all of the royalty. The Supervisor's Office states that there is no objection to the proposed form of agreement but that the Survey has no authority to approve the instrument, because under the 1958 Act the tribes succeeded the Government as lessor in these leases and that the approval should be given by this Bureau. We agree with this conclusion. You are authorized to approve the agreement. Please furnish us with one copy of the approved agreement and notify the Bureau of Land Management of the approval action.

Sincerely yours,

Acting Deputy Assistant Commissioner

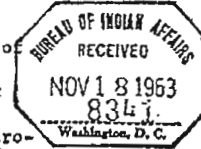
Enclosure



APPROVAL--CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the Regional Oil and Gas Supervisors of the Geological Survey by Order approved June 14, 1962 (27 F.R. 6395), I do hereby:

- A. Approve the attached communitization agreement covering all of Section 19, Township 4 North, Range 3 East, W. R. M., Fremont County, Wyoming, as to natural gas and associated liquid hydrocarbons producible from the Fort Union - Wind River formations.
- B. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of the agreement.



Dated: \_\_\_\_\_  
Contract No. \_\_\_\_\_

Regional Oil and Gas Supervisor  
U.S. Geological Survey

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
804 North 29th Street  
Billings, Montana

Effective AUG 1 '64

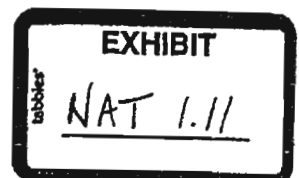
DATE: MAR - 6 1964

The within communitization of oil and gas leases Wyoming 024513, which now bears contract number 14-20-0258-1318; and Wyoming 030171, which now bears contract number 14-20-0258-1321, totaling 617.67 acres, is hereby approved under authority contained in Washington Office letter dated March 2, 1964, file reference, Real Prop. Ment. - Minerals 8341-63, a copy of which is attached hereto.

*amended by 6/22/64  
- 4-16-64*

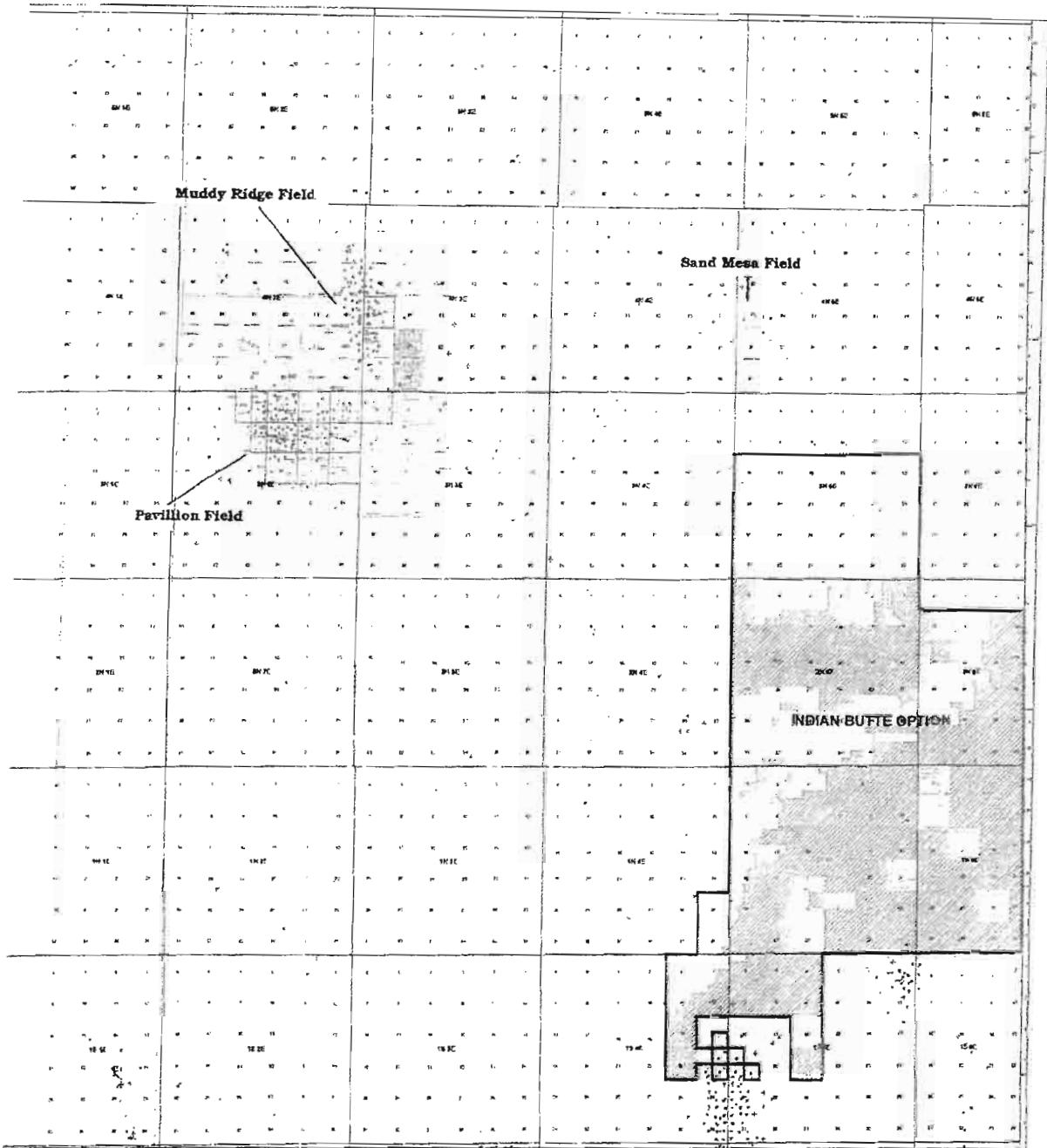
*[Signature]*  
Acting Assistant Area Director

*V. Rogers  
Makina*





# Wind River Indian Reservation EnCana Leasehold Map



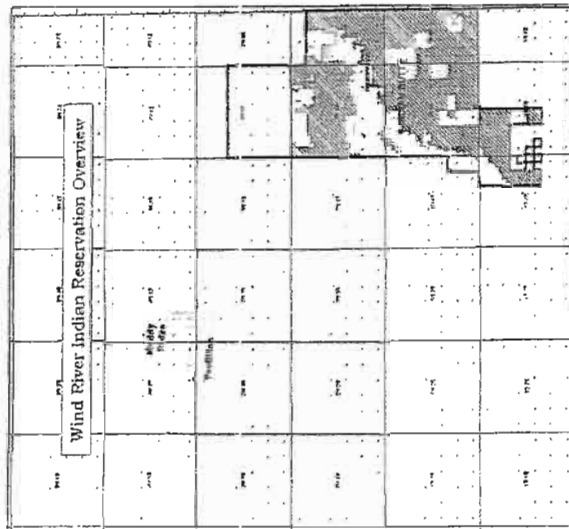
| Legend             |  |                 |
|--------------------|--|-----------------|
|                    | Townships                              |                 |
|                    | Sections                               |                 |
|                    | EnCana Leases                          |                 |
|                    | Tribal Minerals under Option to EnCana |                 |
|                    | Peak                                   |                 |
|                    | 2006 Planned Wells - Phase 1           |                 |
|                    | 2008 Planned Wells - Phase 2           |                 |
| Option Block       |  |                 |
| NAME               |  |                 |
|                    | Indian Butte                           | 14-20-0258-6312 |
| Pending BIA Leases |  |                 |
| BIA Number         |  |                 |
|                    |  | 14-20-0254-6592 |
|                    |  | 14-20-0258-6564 |
|                    |  | 14-20-0258-6565 |
|                    |  | 14-20-0258-6566 |
|                    |  | 14-20-0258-6567 |
|                    |  | 14-20-0258-6570 |
| No Num. Issued 3   |  |                 |

**ENCANA**

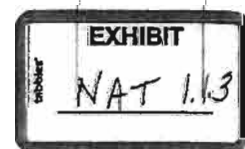
Wind River Indian Reservation  
EnCana Leases  
Fremont County, Wyoming

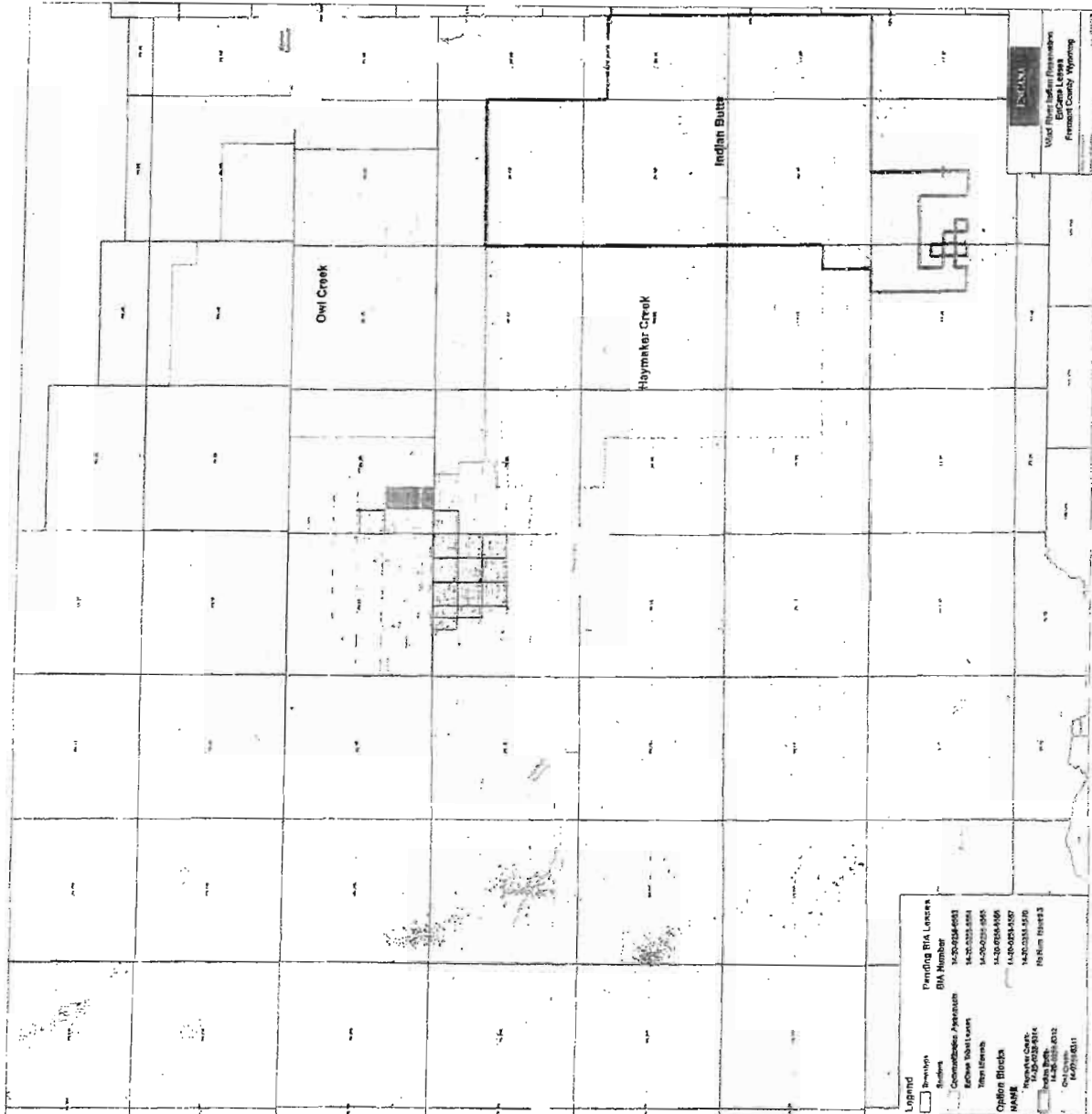
Scale: Scaled to FS Date: 12/14/2006  
 Author: M. Burdette Field: 14-20-0258-6564  
 WindRiver\_Leasehold\_TribalMinerals\_LeaseholdMap\_121102



[illegible]

|        |   |                 |                 |                 |                 |
|--------|---|-----------------|-----------------|-----------------|-----------------|
| ENCANA | Wind River Indian Reservation<br>Encana Leases<br>Framont County, Wyoming | ENR 11/14/12 74 | ENR 11/14/12 74 | ENR 11/14/12 74 | ENR 11/14/12 74 |
|--------|---|-----------------|-----------------|-----------------|-----------------|

[illegible]



RECORDED  
BY  
BILLINGS AREA OFFICE  
OCT 17 1992

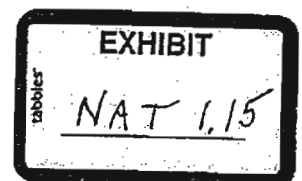
Nov 17 2 09 PM '92

280 20657

Agreement No. \_\_\_\_\_

Contract No. 14-20-0258-6302

OIL AND GAS OPTION AGREEMENT  
BETWEEN  
SHOSHONE AND NORTHERN ARAPAHO TRIBES  
AND  
TOM BROWN, INC.



280-20657

TABLE OF CONTENTS

|    |   |    |
|----|---|----|
| 1  | <u>DEFINITIONS</u> .....  | 1  |
|    | 1.1 "Actual Drilling" .....                                       | 1  |
|    | 1.2 "Authorized Officer" .....                                    | 1  |
|    | 1.3 "Option Lease" .....  | 2  |
|    | 1.4 "Effective Date" .....  | 2  |
|    | 1.5 "Gas" .....   | 2  |
|    | 1.6 "Minimum Depth" .....   | 2  |
|    | 1.7 "Oil" .....   | 2  |
|    | 1.8 "Reclamation Activities" .....                                | 2  |
|    | 1.9 "Reservation" .....   | 2  |
|    | 1.10 "Secretary" .....  | 2  |
|    | 1.11 "Tribal Minerals Department" .....                           | 3  |
|    | 1.12 "Tribes" .....   | 3  |
| 2  | <u>AGREEMENT PREMISES</u> .....                                   | 3  |
|    | 2.1 <u>Grant of Premises</u> .....                                | 3  |
|    | 2.2 <u>Use Of Agreement Premises</u> .....                        | 3  |
|    | 2.3 <u>Reservations</u> .....                                     | 4  |
|    | 2.3.1 <u>Mineral Estate</u> (4) .....                             |    |
|    | 2.3.2 <u>Surface Estate</u> (4) .....                             |    |
| 3  | <u>CONDITION OF AGREEMENT PREMISES</u> .....                      | 4  |
|    | 3.1 <u>Examination of Agreement Premises; No Warranties</u> ..... | 4  |
|    | 3.2 <u>Access to Agreement Premises</u> .....                     | 4  |
|    | 3.3 <u>Right-of-ways</u> .....                                    | 5  |
| 4  | <u>TERM</u> .....   | 5  |
| 5  | <u>PAYMENTS TO TRIBES</u> .....                                   | 6  |
|    | 5.1 <u>Opportunity Payment</u> .....                              | 6  |
|    | 5.2 <u>Seismic Damages Payment</u> .....                          | 6  |
|    | 5.3 <u>Method of Payment</u> .....                                | 6  |
|    | 5.4 <u>Inspections</u> .....                                      | 6  |
| 6  | <u>EARNING OF LEASES</u> .....                                    | 7  |
|    | 6.1 <u>Right To Lease</u> .....                                   | 7  |
|    | 6.2 <u>Execution And Approval Of Option Leases</u> .....          | 7  |
| 7  | <u>DEVELOPMENT</u> .....  | 7  |
|    | 7.1 <u>Obligation to Drill Wells</u> .....                        | 7  |
|    | 7.2 <u>Drilling Permit</u> .....                                  | 8  |
|    | 7.3 <u>Notice Of Drilling</u> .....                               | 8  |
| 8  | <u>EXPLORATION ACTIVITIES</u> .....                               | 8  |
|    | 8.1 <u>Seismic Activities</u> .....                               | 8  |
|    | 8.2 <u>Logs</u> .....   | 9  |
|    | 8.3 <u>Conduct Of Exploration</u> .....                           | 9  |
| 9  | <u>CONFLICTS</u> .....  | 9  |
| 10 | <u>INCORPORATION OF OPTION LEASE PROVISIONS</u> .....             | 10 |
| 11 | <u>HEADINGS</u> .....   | 10 |

280,20657

12    ENTIRE AGREEMENT ..... 11

      12.1    Entire Agreement ..... 11

      12.2    No Amendment Except As Provided Herein ..... 11

13    SEVERABILITY ..... 11

14    SECRETARY'S APPROVAL ..... 11