

AGREEMENT

This Agreement ("Agreement") is entered into by and between Ute Indian Tribe of the Uintah and Ouray Reservation ("Tribe" or "Plaintiff") and John P. Jurrius, the Jurrius Group LLP, and the Jurrius Ogle Group LLC ("Defendants"), each a "Party" and collectively "Parties". Robert E. Ogle also is a party to this Agreement as to Section 4(i) only.

This Agreement is a compromise intended to settle the case captioned *Ute Indian Tribe v. Jurrius, et al.*, No. 08-cv-01888-REB-KMT (the "Action"), currently pending in the United States District Court for the District of Colorado (the "Court").

NOW THEREFORE, without any admission or concession on the part of any Party of any merit or lack of merit of the Action whatsoever or of any liability or wrongdoing or merit or lack of merit in the defenses whatsoever, it is hereby STIPULATED AND AGREED, by and among the parties to this Agreement, in consideration of the benefits flowing to the Parties hereto from the Settlement:

1. Effective on the Effective Date (defined in Section 28), Jurrius Ogle Group LLC ("JOG") agrees to transfer, assign, and convey to the Tribe all of JOG's membership interests in Ute Energy LLC, Ute Energy Holdings LLC, and Ute Loveland Holdings LLC for the purchase price of \$2,500,000.00 ("Purchase Price") pursuant to the provisions controlling such transfer and/or conveyance contained in the related provisions of that certain Amended and Restated Operating Agreement of Ute Energy LLC dated July 9, 2007 as amended, supplemented and restated from time to time ("Ute Energy Amended Operating Agreement"); that certain Operating Agreement of Ute Energy Holdings LLC dated May 4, 2005 as amended, supplemented and restated from time to time ("Ute Energy Holdings Operating Agreement"); and that certain Operating Agreement of Ute Loveland Holdings LLC dated January 3, 2007 as amended, supplemented and restated from time to time ("Loveland Operating Agreement"). The Tribe shall pay the Purchase Price on or before May 22, 2009. The Purchase Price shall be paid by wire transfer to the Sherman & Howard LLC COLTAF Trust Account [REDACTED], Colorado Business Bank and shall be kept in such account and shall not be released until all of the counterparts of this Agreement and the exhibits to this Agreement have been executed by the Parties and exchanged by the Parties' counsel. The transfer of the membership interests shall be as of January 1, 2009 for interests in Ute Energy LLC, as of October 1, 2008 for interests in Ute Energy Holdings LLC, and as of October 1, 2008 for interests in Ute Loveland Holdings LLC (collectively the "Transfer Dates"). The Plaintiff shall be responsible to ensure that Ute Energy LLC, Ute Energy Holdings LLC and Ute Loveland Holdings LLC adjust their capital accounts as of the respective Transfer Dates and issue final K-1's to the Defendants. If it should be determined that an allocation of income, deductions or credits for the fiscal year beginning on or after any of the Transfer Dates is required for Defendants, the parties will make such allocation on a short year basis closing and re-opening the books on the Effective Date.

2. Defendants represent and warrant that JOG has not assigned, transferred, or encumbered the interests in Ute Energy LLC, Ute Energy Holdings LLC, or Ute Loveland Holdings LLC that are being transferred to the Tribe pursuant to this Agreement. The Tribe

acknowledges that these interests are subject to terms and conditions set forth in the Ute Energy Amended Operating Agreement, the Ute Energy Holdings Operating Agreement, and the Loveland Operating Agreement, the agreements entered into in connection with the May 4, 2005 closing of the Laminar transaction, and the agreements entered into in connection with the July 9, 2007 closing of the Quantum transaction (including the Option Replacement Agreement among Ute Energy Holdings LLC, JOG, D.E. Shaw Synotpic Portfolios 6, LLC, dated July 9, 2007).

3. The Parties hereby authorize and instruct their attorneys to execute and file a Stipulation for Dismissal with Prejudice in the Action, in the form attached as Exhibit A, no later than five business days after the Effective Date.

4. In addition to JOG's relinquishment/sale of interests set forth in Section 1, the Parties have agreed to the following terms and conditions that are an integral part of this settlement, all of which will become effective on the Effective Date:

- (a) Defendants will relinquish any claim to any interest in Ute Energy LLC, Ute Holdings LLC, and Ute Loveland Holdings LLC. In this regard, Defendants will relinquish and disclaim any rights that they have in or relating to Management Incentive Units as defined in the Ute Energy Amended Operating Agreement;
- (b) Defendants will relinquish any interest in the earnings of the Venture Fund or any other claim to further payments under the agreements at issue in the Action;
- (c) Defendants, through the Affidavit of John P. Jurrius, which is attached hereto as Exhibit B, and incorporated herein, represent and covenant that they do not have in their custody, possession and/or control any seismic data or seismic interpretation regarding any interests of the Tribe;
- (d) Except for information in the public domain, all records of the Tribe and all information generated or accumulated by Defendants in connection with their provision of services to the Tribe remaining in Defendants' possession, custody or control shall be treated as confidential, and Defendants shall not use such information or disclose such information to other persons or entities without the prior approval of the Business Committee or its designee. If a Defendant becomes subject to any legal obligation to disclose such confidential information or reasonably needs to disclose such information in a lawsuit to which the Defendant is a party, that Defendant shall, if lawfully permitted to do so and before making any disclosure, promptly notify the Plaintiff of the fact and the Parties shall promptly discuss in good faith ways in which the Defendant can reasonably make disclosures and comply with the obligations of confidentiality in this subpart, and if the Parties are unable to reach a timely agreement on this issue, the Plaintiff shall have the right to seek an injunction *in camera* or otherwise restraining such disclosure;

- (e) All Parties shall continue to comply with the Stipulation and Order Governing the Production and Use of Confidential Information, filed on March 3, 2009 as Document 49 in the Action, including particularly Section 17 thereof regarding disposition of Confidential Discovery Materials at the conclusion of the Action;
- (f) For a period of 25 years, Defendants will not conduct business of any kind on Tribal Territory with the Tribe or with any Tribally-related entities or enterprises, or with Ute Tribe allottees. Tribally-related entities or enterprises shall mean any partnership, company, corporation, or other business entity in which the Tribe or a Tribal entity or enterprise has an ownership interest, whether through membership interests, stock or otherwise. Tribal Territory shall be defined as all lands located within the original boundaries of the Uintah Valley Reserve as established by Executive Order in 1861 and confirmed by Congress in 1864, the Uncompahgre Reservation as established by Executive Order in 1882, the Hill Creek Extension established pursuant to the Act of March 11, 1948, 62 Stat. 72, the Naval Oil Shale Reserve (NOSR) II lands returned to the Ute Indian Tribe pursuant to the Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001, 114 Stat. 1654, and all lands which have been or may hereinafter be acquired for the use and benefit of the Ute Indian Tribe, all of which such lands fall within the State of Utah. Defendants shall not be considered to "conduct business" for purposes of this subpart where Defendants neither (i) hold an ownership interest of more than five percent in an entity that engages in such a business nor (ii) participate in any aspect of the business pertaining to the Tribe, Ute Energy LLC, the Ute Venture Fund Board, or the Ute Tribal Enterprises.
- (g) Defendants will not use the Tribe as a reference when soliciting new or continued business with other Tribes or any other entity;
- (h) The Parties agree not to make, or participate in the making of, any statements, written or oral, that criticize, disparage, or defame the goodwill or reputation of, or which are intended to embarrass or adversely affect the morale of, any of the other Parties. Defendants shall instruct their employees, and Plaintiff shall instruct its elected officials, to comply with the obligations in this subpart (h) to the same extent as the Parties are required to comply with such obligations;
- (i) John P. Jurrius, for himself, and Robert E. Ogle, for himself, each agree that he will not for any purpose enter within the Ute Indian Tribal Territory as defined in subpart (f) of this Section without the express prior permission of the Ute Tribal Business Committee or its designee. Notwithstanding anything to the contrary above, John P. Jurrius and Robert E. Ogle may travel on public highways that pass through such Tribal Territory for purposes of travel to a location other than within the Tribal Territory;

- (j) Defendants represent and warrant that, as of the Effective Date, they do not have any interests in any company, partnership, venture, or other business entity conducting any business with the Tribe or Tribal allottees;
- (k) Defendants agree and covenant that for a period of five years following the Effective Date of this Agreement, Defendants will not directly or indirectly engage in any business competitive with the Ute Indian Tribe, Ute Energy LLC, the Ute Venture Fund Board, or the Ute Tribal Enterprises within 1 mile from a boundary of the Ute Indian Tribal Territory as defined in subpart (f) of this Section. Directly or indirectly engaging in any competitive business includes, but is not limited to: (1) engaging in a business as owner, partner, or agent, (2) becoming an employee or independent contractor of any third party that is engaged in such business in the Ute Tribal Territory, (3) becoming interested directly or indirectly in any such business, or (4) soliciting the Tribe, any business entity of or associated with the Tribe, Ute Energy LLC, or any customer of the Ute Tribal Enterprises for the benefit of a third party that is engaged in such business. Defendants shall not be considered to be engaging in a competitive business for purposes of this subpart where Defendants neither (i) hold an ownership interest of more than five percent in an entity that engages in such a business nor (ii) participate in any aspect of the business pertaining to the Tribe, Ute Energy LLC, the Ute Venture Fund Board, or the Ute Tribal Enterprises. Defendants agree that this non-compete provision will not adversely affect Defendants' livelihood; and
- (l) The Parties shall bear their own costs, expenses, and fees (attorney's or otherwise) associated or incurred with the Action, including legal fees and expenses incurred in the dismissal of the Action and the negotiation, execution, and performance of this Agreement.

Further Assurances

5. From time to time at the request of any Party, the other Parties shall provide further assurances and execute and deliver additional documents as reasonably requested by such other Party to complete, consummate, effectuate, and confirm the transactions contemplated or intended by this Agreement. Time and strict performance of the covenants herein agreed to be performed by the Parties are of the essence in this Agreement.

6. Upon execution of this Agreement, the parties shall contemporaneously execute the following documents, which are attached as exhibits to this Agreement and incorporated herein:

- (a) Assignment of Interests in Ute Energy LLC [Exhibit C]
- (b) Assignment of Interests in Ute Energy Holdings LLC [Exhibit D]
- (c) Assignment of Interests in Ute Loveland Holdings LLC [Exhibit E]

- (d) Unanimous Consent – Jurrius Ogle Group, LLC [EXHIBIT G]
- (e) Unanimous Consent – Jurrius Group, LLP [EXHIBIT H]

Releases

7. Each of the Parties understands and acknowledges that for the purposes of this Settlement Agreement, the term “Claims” includes without limitation all claims, counterclaims, actions, causes of action, demands, liabilities, losses, suits, debts, obligations, promises, agreements, compensation, reimbursement, fines, penalties, equitable relief, damages (including without limitation nominal, actual, and compensatory damages, punitive or exemplary damages, and consequential and incidental damages), attorney fees, costs, court costs, interest, and expenses of any type, nature, and kind whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, or suspected or unsuspected.

8. Each of the Parties understands and acknowledges that for the purposes of this Agreement, the term “Related Persons” means a person’s or entity’s past, present, or future, direct or indirect, predecessors, successors, assigns, subsidiaries, divisions, affiliated entities, partners, directors, officers, elected officials, shareholders, members, employees, agents, representatives, attorneys, accountants, spouses, heirs, personal representatives, devisees, and all persons acting by, through, under, or in concert with any of them.

9. Subject solely to the Plaintiff’s payment of all amounts due pursuant to Section 1, each of Defendants, on behalf of themselves and their heirs, devisees, executors, administrators, successors, and assigns, and anyone claiming through or on behalf of any of them, releases and forever discharges the Plaintiff and its Related Persons from any and all Claims that the Defendants had, now have, or may hereafter have by reason of any event, act, omission, transaction, or other relationship or cause whatsoever occurring prior to the Effective Date, including but not limited to any event, act, omission, transaction, or other relationship or cause involving or related to any Claims asserted in the Action.

10. Plaintiff, on behalf of itself and its successors and assigns, and anyone claiming through or on behalf of any of them, releases and forever discharges each of the Defendants and their Related Persons from any and all Claims that the Plaintiff had, now has, or may hereafter have by reason of any event, act, omission, transaction, or other relationship or cause whatsoever occurring prior to the Effective Date, including but not limited to any event, act, omission, transaction, or other relationship or cause involving or related to any Claims asserted in the Action.

11. Notwithstanding the foregoing, these releases shall not release any Party from his or its obligations under this Agreement.

Confidentiality

12. The Parties agree that the terms of this Agreement are strictly confidential, and that neither Party shall disclose this Agreement or its terms to any other person or entity. If either Party becomes subject to any legal obligation to disclose the existence of the Agreement or its terms, that Party shall, if lawfully permitted to do so and before making any disclosure,

promptly notify the other of the fact and the Parties shall promptly discuss in good faith ways in which the Parties can reasonably comply with both the obligation to disclose and the obligations of confidentiality in this Agreement and if the Parties are unable to reach a timely agreement on this issue, the Party objecting to disclosure shall have the right to seek an injunction *in camera* or otherwise restraining such disclosure. Notwithstanding anything to the contrary above, the Parties or their counsel may disclose the existence or terms of this Agreement to the extent necessary to the following: their respective bankers, accountants, auditors, attorneys, insurers, and tax advisors; those with a direct economic interest; Ute Energy LLC; members of Ute Energy LLC; D.E. Shaw Synoptic Portfolios 6, LLC; Laminar Direct Capital L.P.; and Quantum Energy Partners, IV, LP. Notwithstanding anything to the contrary above, the Parties agree to make a joint announcement, within five business days after the Effective Date, that they have amicably resolved their disputes and have agreed to the dismissal of the Action, and the Parties agree that they shall make no other public statements regarding the settlement of the Action or the existence or terms of this Agreement except to refer to the agreed-upon joint announcement.

Breach of this Agreement

13. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

14. As authorized in Resolution # 09-188, referenced herein and attached hereto as Exhibit F, the Tribe hereby grants a limited waiver of its sovereign immunity solely for claims, counterclaims, or defenses asserted by the Defendants concerning the interpretation, effectuation, or enforcement of this Agreement (including but not limited to any claim, counterclaim, or defense alleging breach by the Tribe of this Agreement) in a binding arbitration commenced by the Tribe or by Defendants, and for enforcement of an arbitration award in court as set forth in Section 24. This limited waiver is to be strictly and narrowly construed in favor of the Tribe and may be enforced only under the conditions set forth herein. No causes of action or claims in law or equity are cognizable against any of the Parties except for specific performance of this Agreement, declaratory judgment regarding the Parties' rights and obligations under this Agreement, actual damages, attorney fees and costs reasonably incurred in the arbitration, attorney fees and costs of collection, and pre- or post-award interest. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANOTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. This limited waiver does not allow any actions to be brought against the Tribal Council, tribal officers, tribal attorneys, tribal employees, tribal agents, tribal members, or any other person or entity acting on behalf of the Tribe, provided however, it does not confer any immunity which did not previously exist. No assets of the Tribe, a tribal enterprise, any individual tribal council member, tribal officer, tribal attorney, tribal employee, tribal agent, tribal member, or any other person or entity acting on behalf of the Tribe may be levied, attached, subject to lien, used, seized, garnished, or taken to satisfy any arbitration award, except for funds required to satisfy an arbitration award or judgment enforcing such an award provided that such award or judgment has not been satisfied and remains due and unpaid 90 days or longer after final entry of the award or judgment. The Tribe further expressly and irrevocably consents that any such action may be

brought in an arbitration administered by the American Arbitration Association and enforced by a court pursuant to Section 24.

No Admission of Liability

15. It is expressly understood by Plaintiff and Defendants that this Agreement is not to be construed as an admission of liability on the part of any party, all of whom expressly deny liability in connection with or related to the claims or counterclaims brought against them in the Action. It is expressly understood by Plaintiff and Defendants that neither this Agreement nor any of the negotiations, transactions, or proceedings connected in any way with this Agreement shall be construed or deemed to be evidence of any liability, any wrongdoing, or an admission on the part of any of the Parties hereto or their representatives, whether or not alleged in the Action; nor shall this Agreement, or any negotiations, transactions, or proceedings connected in any way with this Agreement or any dispute between the Parties be offered or received in evidence in any proceeding to prove any liability, any wrongdoing, or an admission on the part of any Party or for any other purpose; provided, however, that nothing herein shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce any or all of the terms of this Agreement.

Warranty of Capacity to Execute Agreement and Release

16. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims asserted by Plaintiff against Defendants in the Action, and that Plaintiff, by the execution hereof, as duly authorized by Business Committee Resolution # 09-188 attached hereto as Exhibit F and incorporated herein, has the sole right and exclusive authority to execute this Agreement, and has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims asserted by Plaintiff against the Defendants in the Action. As authorized in Business Committee Resolution # 09-188, attached hereto as Exhibit F and incorporated herein, the Tribe and those acting on its behalf, including the Tribal Business Committee, are authorized and empowered to enter into this Agreement, including the provisions of this Agreement that constitute a limited waiver of the Tribe's sovereign immunity. All approvals necessary to bind the Tribe have been supplied.

17. Defendants also represent and warrant that no other person or entity has or has had any interest in the claims asserted by Defendants against Plaintiff in the Action, and that Defendants, by the execution hereof, have the sole right and exclusive authority to execute this Agreement, and have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims asserted by Defendants against the Plaintiff in the Action.

18. Each person executing this Agreement on behalf of any other person or entity does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of, and fully bind, each principal whom such individual represents or purports to represent.

Complete Agreement

19. This Agreement constitutes the entire agreement between and among Plaintiff and Defendants with regard to the subject matter set forth herein and supersedes all prior and

contemporaneous agreements, understandings, and representations between or among Plaintiff and Defendants, oral or written, concerning the subject matter hereof. No representation, promise, condition, inducement or statement of intention, express or implied, that is not set forth in this Agreement has been made by any party concerning such subject matter; no party has relied upon any representation, promise, condition, inducement or statement of intention, express or implied, that is not set forth in this Agreement concerning such subject matter; and no party shall be bound by any purported representation, promise, condition, inducement or statement of intention, express or implied, that is not set forth in this Agreement concerning such subject matter.

Representation as to Comprehension of Document and Advice of Counsel

20. In entering into this Agreement, Plaintiff and Defendants represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that they have completely read the terms of this Agreement and had the opportunity to inquire of their attorneys about these terms, and that the terms are fully understood and voluntarily accepted by them.

Amendments

21. This Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by all Parties and making specific reference to this Agreement.

Binding Effect

22. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, each of the Parties and their respective heirs, administrators, executors, estates, legal representatives, successors and assigns.

Severability

23. In case one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any law, statute, ordinance, decree, requirement, order, judgment, rule, regulation or otherwise, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not be affected or impaired thereby.

Choice of Law and Forum

24. Any controversy or claim arising out of or relating to this Agreement, or to the interpretation, effectuation, enforcement, or breach thereof, shall be determined by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Denver, Colorado, and all of the submissions and hearings in connection with the arbitration shall be strictly confidential. The prevailing party in the arbitration shall be entitled to its attorneys' fees and costs reasonably incurred in the arbitration, including the fees of the arbitrator, the costs of the AAA, and to attorney fees and costs of collection and post-award interest. Judgment may be entered on the arbitrator's decision in any court having jurisdiction, and the parties hereby irrevocably consent

for that purpose to the jurisdiction of the United States District Court for the District of Colorado or, if it does not have jurisdiction, to the jurisdiction of the state courts of Utah or Colorado.

25. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Colorado without regard to conflicts of laws, except to the extent that federal law requires that federal law governs.

26. The Tribe hereby waives any right it might have, under law of the Tribe now or hereafter in effect, to invoke the jurisdiction of any Tribal court with respect to any claim that may arise out of this Agreement. The Tribe does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies.

Counterparts

27. This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile. The Parties shall exchange signature pages through their counsel and hereby instruct their counsel to retain the signature pages to this Agreement and to any exhibits to this Agreement received from the other parties in escrow until the Tribe has made the payment required by Section 1 and the Agreement has become effective pursuant to Section 28.

Effective Date

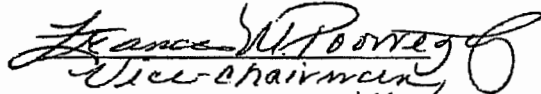
28. This Agreement shall be effective when all Parties have executed the counterparts and the transfer and conveyance of interests required by Sections 1 and 7, and the date on which this Agreement becomes effective is the "Effective Date."

Headings and References

29. Unless otherwise indicated herein, references to a "Section" refer to the applicable Section of this Agreement. The Section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular provision unless expressly so limited. The word "or" is not exclusive. The word "including" shall mean "including, without limitation." Pronouns in masculine, feminine, and neuter gender shall be construed to include any other gender. Words in the singular form shall be construed to include the plural, and words in the plural form shall be construed to include the singular, unless the context otherwise requires.

Dated: May 18, 2009

AGREED:


Name: Curtis Cesspooch

*on behalf of the Tribe and with the authorization
of the Ute Indian Tribe Business Committee*

Dated: _____, 2009

AGREED:

Name: John P. Jurrius

*on behalf of Defendant John P. Jurrius and the
Defendant Jurrius Group LLP*

Dated: _____, 2009

AGREED:

Name: Robert Ogle

*on behalf of the Defendant Jurrius Ogle Group
LLC*

Dated: _____, 2009

AGREED as to Section 4(i) only:

Robert Ogle

Dated: _____, 2009

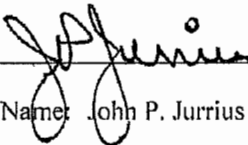
AGREED:

Name: Curtis Cesspooch

*on behalf of the Tribe and with the authorization
of the Ute Indian Tribe Business Committee*

Dated: 5/18/_____, 2009

AGREED:



Name: John P. Jurrius

*on behalf of Defendant John P. Jurrius and the
Defendant Jurrius Group LLP*

Dated: _____, 2009

AGREED:

Name: Robert E. Ogle

*on behalf of the Defendant Jurrius Ogle Group
LLC*

Dated: _____, 2009

AGREED as to Section 4(i) only:

Robert E. Ogle

Dated: _____, 2009

AGREED:

Name: Curtis Cesspooch

*on behalf of the Tribe and with the authorization
of the Ute Indian Tribe Business Committee*

Dated: _____, 2009

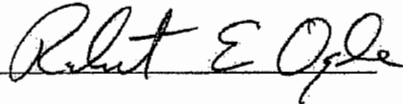
AGREED:

Name: John P. Jurrius

*on behalf of Defendant John P. Jurrius and the
Defendant Jurrius Group LLP*

Dated: May 18, 2009

AGREED:

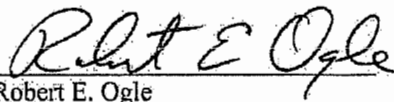


Name: Robert E. Ogle

*on behalf of the Defendant Jurrius Ogle Group
LLC*

Dated: May 18, 2009

AGREED as to Section 4(i) only:



Robert E. Ogle

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 08-cv-01888-REB-KMT

THE UTE INDIAN TRIBE OF THE UINTAH AND OURAY RESERVATION,

Plaintiff,

v.

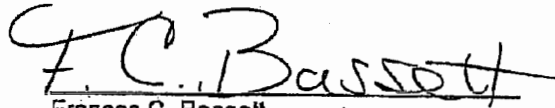
JOHN P. JURRIUS
THE JURRIUS GROUP LLP
THE JURRIUS OGLE GROUP LLC,

Defendants.

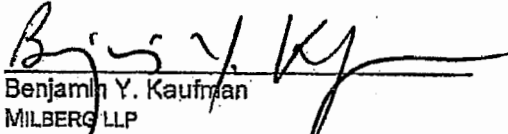
STIPULATION FOR DISMISSAL WITH PREJUDICE

1. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), all of the parties agree to the dismissal with prejudice of this action.
 2. Each party shall bear its own costs and attorneys' fees.
-

Dated: May 21, 2009



Frances C. Bassett
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Attorney for Plaintiff the Ute Indian Tribe of the
Uintah and Ouray Reservation



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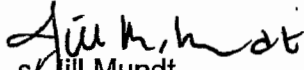
Susan Bernhardt
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Fax: (303) 298-0940
Email: sbernhardt@shermanhoward.com
Attorney for Defendants John P. Jurrius
The Jurrius Group LLP
The Jurrius Ogle Group LLC

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2009, I electronically filed the foregoing **STIPULATION FOR DISMISSAL WITH PREJUDICE** with the Clerk of the Court using the CM/ECF system which will send notification of the filing to the following email addresses:

- **Frances Clare Bassett**
fbassett@ndnlaw.com
- **Susan Bernhardt**
sbernhardt@shermanhoward.com, kledger@shermanhoward.com, cdias@shermanhoward.com, efiling@sah.com, fnejedi@shermanhoward.com, efiling@shermanhoward.com, jmundt@shermanhoward.com
- **Sanford Paul Dumain**
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- **J. Nicholas McKeever, Jr**
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- **Roland W. Riggs , IV**
rriggs@milberg.com


s/ Jill Mundt

JM Mundt

Legal Assistant
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Denver, Colorado 80202
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Email: jmundt@shermanhoward.com

EXHIBIT B

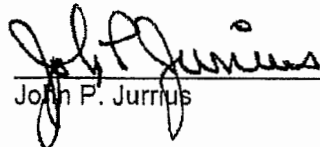
AFFIDAVIT

State of Utah)
County of Salt Lake)

BEFORE ME, the undersigned Notary, on this ____ day of May, 2009, personally appeared John P. Jurrius, a person of lawful age, who being by me first duly sworn, on this oath, deposes and says:

I, John P. Jurrius, in my individual capacity, and as a principal in The Jurrius Group LLP and Jurrius Ogle Group LLC (collectively "the JOG parties"), affirm under penalty of perjury that neither I nor the JOG parties have in our possession, custody or control any seismic data or seismic interpretation related to the lands of the Ute Indian Tribe of the Uintah and Ouray Reservation ("the Tribe"). I understand that this sworn statement is a material representation on my part which is being relied upon by the Tribe as a basis for its decision to enter into the settlement agreement in that cause of action captioned, *The Ute Indian Tribe of the Uintah and Ouray Reservation v. John P. Jurris, et al.*, Case No. 08-cv-01888, in the United States District Court for the District of Colorado.

Further affiant sayeth not.


John P. Jurrius

Subscribed and sworn to before me, this 19 day of May, 2009.


NOTARY PUBLIC

My commission expires 6-6, 2011.

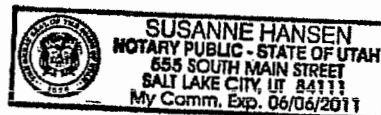


EXHIBIT C

UTE ENERGY LLC

ASSIGNMENT OF INTERESTS

THIS ASSIGNMENT is entered into on the ____ day of May, 2009 (the "Execution Date") but effective as of January 1, 2009 (the "Transfer Date") by and among Jurrius Ogle Group, LLC, a Texas limited liability company ("Assignor"), and The Ute Indian Tribe of the Uintah and Ouray ("Assignee"). Reference is made to the Amended and Restated Operating Agreement of Ute Energy LLC dated July 9, 2007, as amended, supplemented and restated from time to time (the "Operating Agreement"). Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Operating Agreement.

WITNESSETH:

WHEREAS, Assignor holds Common Units in Ute Energy LLC, a Delaware limited liability company ("Ute Energy"); and

WHEREAS, Assignor has entered into an Agreement with Assignee (the "Agreement") providing for the sale to Assignee of Assignor's Common Units in Ute Energy (the "Assigned Interests"); and

WHEREAS, Assignor desires to assign the Assigned Interests to Assignee, and Assignee desires to accept the assignment of the Assigned Interests and in connection therewith to assume all of the obligations of Assignor as a member (the "Member Obligations") of Ute Energy under the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Assigned Interests, together with all rights and obligations therein, including any interest in any profits or capital attributable to such Assigned Interests effective as of the Transfer Date.

2. Assignee hereby accepts, effective as of the Transfer Date, the assignment of the Assigned Interests as described above and agrees to assume with respect to the Assigned Interests all of the Member Obligations in Ute Energy and all of JOG's obligations pursuant to the Option Replacement Agreement among Uite Energy Holdings LLC, JOG, D.E. Shaw Synoptic Portfolios 6, LLC, dated July 9, 2007.

3. Assignee acknowledges receipt of a copy of the Operating Agreement, agrees to be bound by all of the terms and provisions of the Operating Agreement and agrees to perform and discharge timely all of the Member Obligations.

4. This Assignment is binding upon and shall inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

5. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument, and by facsimile.


EXHIBIT C

6. This Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Assignment to the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Interests effective as of the Transfer Date.

ASSIGNOR:

Jurrius Ogle Group, LLC

By: 
Name: Jurrius Ogle
Title: President

ASSIGNEE:

**The Ute Indian Tribe of the Uintah and Ouray
Reservation**

By: _____
Name: _____
Title: _____

EXHIBIT C

6. This Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Assignment to the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Interests effective as of the Transfer Date.

ASSIGNOR:

Jurrius Ogle Group, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

**The Ute Indian Tribe of the Uintah and Ouray
Reservation**

By: *Frances M. Pooreguy*
Name: Frances M. Pooreguy
Title: Vice Chairperson

EXHIBIT D

UTE ENERGY HOLDINGS LLC

ASSIGNMENT OF INTERESTS

THIS ASSIGNMENT is entered into on the ____ day of May, 2009 (the "Execution Date") but effective as of October 1, 2008 (the "Transfer Date") by and among **Jurrius Ogle Group, LLC**, a Texas limited liability company ("Assignor"), and **The Ute Indian Tribe of the Uintah and Ouray** ("Assignee"). Reference is made to the Operating Agreement of Ute Energy Holdings LLC dated May 4, 2005, as amended, supplemented and restated from time to time (the "Operating Agreement"). Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Operating Agreement.

WITNESSETH:

WHEREAS, Assignor holds a membership interest in Ute Energy Holdings LLC, a Delaware limited liability company ("Holdings"); and

WHEREAS, Assignor has entered into an Agreement with Assignee (the "Agreement") providing for the sale to Assignee of Assignor's membership interest in Holdings (the "Assigned Interests"); and

WHEREAS, Assignor desires to assign the Assigned Interests to Assignee, and Assignee desires to accept the assignment of the Assigned Interests and in connection therewith to assume all of the obligations of Assignor as a member (the "Member Obligations") of Ute Energy under the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Assigned Interests, together with all rights and obligations therein, including any interest in any profits or capital attributable to such Assigned Interests effective as of the Transfer Date.
2. Assignee hereby accepts, effective as of the Transfer Date, the assignment of the Assigned Interests as described above and agrees to assume all of the Member Obligations in Holdings with respect to the Assigned Interests.
3. Assignee acknowledges receipt of a copy of the Operating Agreement, agrees to be bound by all of the terms and provisions of the Operating Agreement and agrees to perform and discharge timely all of the Member Obligations.
4. This Assignment is binding upon and shall inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.
5. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument, and by facsimile.


EXHIBIT D

6. This Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Assignment to the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Interests effective as of the Transfer Date.

ASSIGNOR:

Jurrius Ogle Group, LLC

By: 
Name: John P. Jurrius
Title: President

ASSIGNEE:

**The Ute Indian Tribe of the Uintah and Ouray
Reservation**

By: _____
Name: _____
Title: _____

EXHIBIT D

6. This Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Assignment to the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Interests effective as of the Transfer Date.

ASSIGNOR:

Jurrius Ogle Group, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

**The Ute Indian Tribe of the Uintah and Ouray
Reservation**

By: Francis M. Porreaga
Name: Francis M. Porreaga
Title: Vice Chairperson

EXHIBIT E

UTE LOVELAND HOLDINGS LLC

ASSIGNMENT OF INTERESTS

THIS ASSIGNMENT is entered into on the ____ day of May, 2009 (the "Execution Date") but effective as of October 1, 2008 (the "Transfer Date") by and among Jurrius Ogle Group, LLC, a Texas limited liability company ("Assignor"), and The Ute Indian Tribe of the Uintah and Ouray ("Assignee"). Reference is made to the Operating Agreement of Ute Loveland Holdings LLC dated January 3, 2007, as amended, supplemented and restated from time to time (the "Operating Agreement"). Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Operating Agreement.

WITNESSETH:

WHEREAS, Assignor holds Percentage Interests in Ute Loveland Holdings LLC, a Delaware limited liability company ("Loveland"); and

WHEREAS, Assignor has entered into an Agreement with Assignee (the "Agreement") providing for the sale to Assignee of Assignor's Percentage Interests in Holdings (the "Assigned Interests"); and

WHEREAS, Assignor desires to assign the Assigned Interests to Assignee, and Assignee desires to accept the assignment of the Assigned Interests and in connection therewith to assume all of the obligations of Assignor as a member (the "Member Obligations") of Loveland under the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Assigned Interests, together with all rights and obligations therein, including any interest in any profits or capital attributable to such Assigned Interests effective as of the Transfer Date.
2. Assignee hereby accepts, effective as of the Transfer Date, the assignment of the Assigned Interests as described above and agrees to assume all of the Member Obligations in Loveland with respect to the Assigned Interests.
3. Assignee acknowledges receipt of a copy of the Operating Agreement, agrees to be bound by all of the terms and provisions of the Operating Agreement and agrees to perform and discharge timely all of the Member Obligations.
4. This Assignment is binding upon and shall inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.
5. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument, and by facsimile.


EXHIBIT E

6. This Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Assignment to the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Interests effective as of the Transfer Date.

ASSIGNOR:

Jurrius Ogle Group, LLC

By: 
Name: John P. Jurrius
Title: President

ASSIGNEE:

**The Ute Indian Tribe of the Uintah and Ouray
Reservation**

By: _____
Name: _____
Title: _____

EXHIBIT E

6. This Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Assignment to the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Interests effective as of the Transfer Date.

ASSIGNOR:

Jurrius Ogle Group, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

**The Ute Indian Tribe of the Uintah and Ouray
Reservation**

By: *Frances M. Donaghy*
Name: Frances M. Donaghy
Title: Vice-Chairperson

09.188

**UINTAH AND OURAY
TRIBAL BUSINESS COMMITTEE**

Resolution No. _____

WHEREAS: The Tribal Business Committee ("Business Committee") of the Ute Indian Tribe of the Uintah and Ouray Reservation ("Tribe") is empowered by Article VI, Sections 1(c) and 1(f) of the Constitution and By-Laws of the Tribe to regulate the economic affairs of the Tribe; and

WHEREAS: Pursuant to Article VI, Sections 1(c) and 1(f) of the Constitution, the Business Committee authorized the filing of a civil complaint captioned *Ute Indian Tribe v. John Jurrius, et al*, Case No. 08-CV-01888REB-KMT (the "lawsuit"), in the District of Colorado on September 3, 2008 against John Jurrius, The Jurrius Group LLP and The Jurrius Ogle Group LLC (Jurrius Parties) for fraud, breach of contract, and breach of fiduciary duty; and

WHEREAS: As part of the Business Committee's protection and advancement of the rights of the Ute Indian Tribe of the Uintah and Ouray Reservation, the Business Committee has negotiated a Settlement Agreement between the Jurrius Parties and the Ute Indian Tribe to resolve all claims that the Ute Indian Tribe asserts against the Jurrius Parties as well as to resolve all claims asserted by the Jurrius Parties against the Ute Indian Tribe in the lawsuit; and

WHEREAS: The Jurrius Parties own certain rights, privileges, and interests in Ute Energy LLC, Ute Energy Holdings LLC, and Ute Loveland Holdings LLC, business entities in which the Tribe also owns an interest, and under the terms of the Settlement Agreement the Jurrius Parties have agreed to sell their rights, privileges and interests in such business entities to the Tribe in exchange for fair and adequate compensation which shall be provided by the Tribe; and

WHEREAS: As part of the Settlement Agreement, the Tribe shall grant a limited waiver of its sovereign immunity so that the Agreement can be enforced, if need be; and

WHEREAS: The Business Committee and the Jurrius Parties both desire to resolve and settle all claims related to the lawsuit through the execution of the Settlement Agreement and the Business Committee has determined that the terms and provisions of the Settlement Agreement are in the best interest of the Ute Indian Tribe; and

WHEREAS: The Business Committee's General Counsel, Fredericks, Peebles and Morgan LLP, and special litigation counsel, Milberg LLP have extensively reviewed and negotiated the Settlement Agreement with the Jurrius Parties and find that its terms are in the best interests of the Tribe and serve as a definitive agreement with the Jurrius Parties, and have recommended that the Business Committee authorize and approve the Agreement; and

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NOW THEREFORE, BE IT RESOLVED BY THE UINTAH AND OURAY TRIBAL BUSINESS COMMITTEE OF THE UTE INDIAN TRIBE that it hereby authorizes and approves the Settlement Agreement with John P Jurrius, The Jurrius Group LLP and The Jurrius Ogle Group LLC.

BE IT FURTHER RESOLVED, that the Business Committee hereby grants a limited waiver of sovereign immunity, as specifically set forth in the terms of the Settlement Agreement, with such terms incorporated herein as though fully set forth herein, solely for the express purpose of enforcing the terms of the Settlement Agreement.

BE IT FURTHER RESOLVED that the Business Committee authorizes appropriations and expenditures of tribal monies sufficient to carry out the purposes and intent of the Settlement Agreement in purchasing the Jurrius Parties' interests in Ute Energy LLC, Ute Energy Holdings LLC, and Ute Loveland Holdings LLC as more fully set forth in the Settlement Agreement.

BE IT FURTHER RESOLVED: that the Business Committee shall execute all such concurrence letters, agreements, releases, and other authorizations necessary to effectuate the intent and purposes of the Settlement Agreement and the consummation of the transfer and/or conveyance of the John Jurrius interests in Ute Energy LLC, Ute Holdings LLC and Ute Loveland Holdings LLC; and

BE IT FINALLY RESOLVED: that the Chairman or, in his absence, the Vice-Chairman is authorized to execute the Settlement Agreement for and on behalf of the Ute Indian Tribe and to be bound by its terms, and to sign any and all other documents and/or agreements as may be necessary and appropriate to carry out the terms, conditions and intent of this Resolution.

Curtis R. Cesspooch, Chairman

Frances M. Poowegup, Vice-Chairman

Irene C. Cuch, Member

ABSENT
Steven B. Cesspooch, Member

Phillip Chimburas, Member

AGAINST
Richard Jenks Jr., Member

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NOW THEREFORE, BE IT RESOLVED BY THE UINTEA AND OURAY TRIBAL BUSINESS COMMITTEE OF THE UTE INDIAN TRIBE that it hereby authorizes and approves the Settlement Agreement with John P Jurrius, The Jurrius Group LLP and The Jurrius Cagle Group LLC.

BE IT FURTHER RESOLVED, that the Business Committee hereby grants a limited waiver of sovereign immunity, as specifically set forth in the terms of the Settlement Agreement, with such terms incorporated herein as though fully set forth herein, solely for the express purpose of enforcing the terms of the Settlement Agreement.

BE IT FURTHER RESOLVED that the Business Committee authorizes appropriations and expenditures of tribal monies sufficient to carry out the purposes and intent of the Settlement Agreement in purchasing the Jurrius Parties' interests in Ute Energy LLC, Ute Energy Holdings LLC, and Ute Loveland Holdings LLC as more fully set forth in the Settlement Agreement.

BE IT FURTHER RESOLVED: that the Business Committee shall execute all such concurrence letters, agreements, releases, and other authorizations necessary to effectuate the intent and purposes of the Settlement Agreement and the consummation of the transfer and/or conveyance of the John Jurrius interests in Ute Energy LLC, Ute Holdings LLC and Ute Loveland Holdings LLC; and

BE IT FINALLY RESOLVED: that the Chairman or, in his absence, the Vice-Chairman is authorized to execute the Settlement Agreement for and on behalf of the Ute Indian Tribe and to be bound by its terms, and to sign any and all other documents and/or agreements as may be necessary and appropriate to carry out the terms, conditions and intent of this Resolution.


Curtis R. Cesspooch, Chairman


Frances M. Poowegup, Vice-Chairman


Irene C. Cuch, Member

ABSENT
Steven B. Cesspooch, Member


Phillip Chiraburas, Member

AGAINST
Richard Jenks Jr., Member

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NOW THEREFORE, BE IT RESOLVED BY THE UTAH AND OURAY TRIBAL BUSINESS COMMITTEE OF THE UTE INDIAN TRIBE that it hereby authorizes and approves the Settlement Agreement with John P Jurrius, The Jurrius Group LLP and The Jurrius C. Gle Group LLC.

BE IT FURTHER RESOLVED, that the Business Committee hereby grants a limited waiver of sovereign immunity, as specifically set forth in the terms of the Settlement Agreement, with such terms incorporated herein as though fully set forth herein, solely for the express purpose of enforcing the terms of the Settlement Agreement.

BE IT FURTHER RESOLVED that the Business Committee authorizes appropriations and expenditures of tribal monies sufficient to carry out the purposes and intent of the Settlement Agreement in purchasing the Jurrius Parties' interests in Ute Energy LLC, Ute Energy Holdings LLC, and Ute Loveland Holdings LLC as more fully set forth in the Settlement Agreement.

BE IT FURTHER RESOLVED: that the Business Committee shall execute all such concurrence letters, agreements, releases, and other authorizations necessary to effectuate the intent and purposes of the Settlement Agreement and the consummation of the transfer and/or conveyance of the John Jurrius interests in Ute Energy LLC, Ute Holdings LLC and Ute Loveland Holdings LLC; and

BE IT FINALLY RESOLVED: that the Chairman or, in his absence, the Vice-Chairman is authorized to execute the Settlement Agreement for and on behalf of the Ute Indian Tribe and to be bound by its terms, and to sign any and all other documents and/or agreements as may be necessary and appropriate to carry out the terms, conditions and intent of this Resolution.


Curtis R. Cesspooch, Chairman


Frances M. Poowegup, Vice-Chairman


Irene C. Cuch, Member

ABSENT
Steven B. Cesspooch, Member

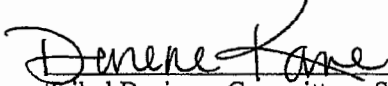

Phillip Gaimburas, Member

AGAINST
Richard Jenks Jr., Member

09 188

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING Resolution was adopted by the Tribal Business Committee of the Ute Indian Tribe of the Uintah and Ouray Reservation pursuant to the Constitution and By-Laws of the Ute Indian Tribe of the Uintah and Ouray Reservation at a duly called meeting in Ft. Duchesne, Utah, on the 18 day of May, 2009, at which time a quorum was present and votes 4 for, 1 against, 0 abstaining and 1 absent.



Tribal Business Committee - Secretary
Ute Indian Tribe, Uintah & Ouray Reservation

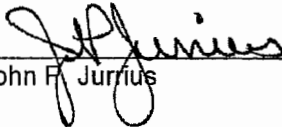
EXHIBIT G

JURRIUS OGLE GROUP, LLC

UNANIMOUS CONSENT

Pursuant to the Texas Limited Liability Company Act and the Regulations of Jurrius Ogle Group, LLC ("JOG"), John P. Jurrius as the sole manager of JOG, and John P. Jurrius and Robert E. Ogle as the only members of JOG, hereby approve and consent to JOG entering into the attached Agreement among the Ute Indian Tribe of the Uintah and Ouray Reservation, John P. Jurrius, the Jurrius Group LLP, and JOG, and authorize either John P. Jurrius or Robert E. Ogle to execute the Agreement on behalf of JOG.

Dated: 5/18/, 2009



John P. Jurrius

Dated: _____, 2009

Robert E. Ogle

EXHIBIT G

JURRIUS OGLE GROUP, LLC

UNANIMOUS CONSENT

Pursuant to the Texas Limited Liability Company Act and the Regulations of Jurrius Ogle Group, LLC ("JOG"), John P. Jurrius as the sole manager of JOG, and John P. Jurrius and Robert E. Ogle as the only members of JOG, hereby approve and consent to JOG entering into the attached Agreement among the Ute Indian Tribe of the Uintah and Ouray Reservation, John P. Jurrius, the Jurrius Group LLP, and JOG, and authorize either John P. Jurrius or Robert E. Ogle to execute the Agreement on behalf of JOG.

Dated: _____, 2009

John P. Jurrius

Dated: MAY 18th, 2009

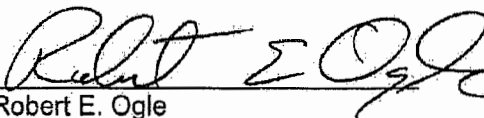

Robert E. Ogle

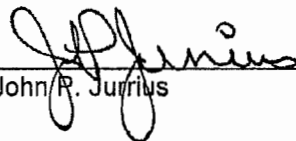
EXHIBIT H

JURRIUS GROUP, LLP

UNANIMOUS CONSENT

John P. Jurrius as the sole partner and sole manager of Jurrius Group, LLP, which is registered in Colorado as a limited liability partnership, hereby approves and consents to Jurrius Group, LLP entering into the attached Agreement among the Ute Indian Tribe of the Uintah and Ouray Reservation, John P. Jurrius, the Jurrius Group LLP, and JOG, and is authorized to execute the Agreement on behalf of Jurrius Group, LLP.

Dated: 5-18-, 2009



John P. Jurrius