

**BEFORE THE OIL AND GAS CONSERVATION COMMISSION  
OF THE STATE OF COLORADO**

**IN THE MATTER OF THE APPLICATION OF  
MINERAL RESOURCES, INC. TO AMEND ORDER  
NO. 407-815 POOLING ALL INTERESTS IN AN  
APPROXIMATE 480-ACRE DESIGNATED  
HORIZONTAL DRILLING AND SPACING UNIT  
ESTABLISHED FOR SECTIONS 5 AND 6,  
TOWNSHIP 5 NORTH, RANGE 65 WEST, 6<sup>TH</sup> P.M.  
FOR THE CODELL AND NIOBRARA FORMATIONS,  
WATTENBERG FIELD, WELD COUNTY, COLORADO**

**CAUSE NO. 407**

**DOCKET NO. 1306-UP-92**

**APPLICATION**

COMES NOW, Mineral Resources, Inc., a Colorado corporation ("Applicant") by and through its attorney, Thomas J. Kimmell, P.C. and for its application to amend the Commission's Order No. 407-816 for pooling and spacing and to approve an agreement for operations after cost recovery of interests in production from the Niobrara and Codell formations in the lands described below pursuant to CRS § 34-60-116, CRS § 34-60-118, Rule 318A(I)(a)(4)(D) and Cause No. 407, states and alleges as follows:

1. Applicant is duly authorized to conduct business in the State of Colorado and owns an interest in and operates oil and gas leases covering portions of certain lands located in Weld County, Colorado described as follows:

T5N, R65W, 6<sup>th</sup> P.M., Weld County, Colorado  
Section 5: NW¼  
Section 6: N½

The above lands will be referred to the "Subject Spacing and Pooling Unit."

2. The above-described lands are included within the area governed by the Greater Wattenberg Area Special Well Location Rule, Rule 318A (I) of the Commission rules and the Wattenberg spaced area for the production of oil and gas from the Niobrara and Codell formations.
3. Pursuant to Rule 318A(I)(a)(4)(D), Applicant has designated and by Report of the Commission dated August 27, 2013, the Commission approved a drilling and spacing unit for the proposed horizontal wells, consisting of one 480-acre horizontal drilling and spacing unit and the NW½ of Section 5 and the N½ of Section 6 described above.
4. The list of interested parties owning interests in the Subject Spacing and Pooling Unit is attached hereto as Exhibit B and copies of this Application will be sent to all such parties pursuant to Rule 530.
5. Many of the owners have not elected to bear their proportionate share of the costs and risks of drilling and operating the wells to be drilled in the Spacing Unit and have become non-consenting owners as defined by C.R.S. § 34-60-116(7) and Rule 530 of the rules of the Commission. As mentioned above, on August

27, 2013, the Commission entered its Report, pooling and spacing all the unleased interests in the Subject Spacing and Pooling Unit in accordance with the provisions of C.R.S. § 34-60-116. This Order contains numerous provisions dealing with drilling and other operations conducted on the Unit prior to recovery of costs associated with the non-consenting owners. As to the period after cost recovery, the Order provides as follows: "After recovery of such costs, the non consenting mineral owner shall then own his/her proportionate 8/8ths share of the well, surface facility and production, and then be liable for his/her proportionate share of further costs incurred in connection with the well as if he/she had originally agreed to the drilling."

6. Applicant seeks to amend the August 27, 2013 Order entered by the Commission as to the post cost recovery period in order to address more directly the conduct of operations after costs attributable to non-consenting owners have been recovered. In particular, under the existing practice and above language in the Order, it is presumed that an unleased mineral owner, who does not lease or otherwise communicate with an operator after cost recovery, automatically owns and becomes liable for his proportionate share of costs as a working interest owner as to that owner's full mineral interest. This creates results that are both unintended and present substantial impediments to operations. The result that an unleased mineral owner upon cost recovery automatically becomes a working interest owner responsible and liable for its share of costs and expenses is rarely understood or desired by mineral owners. Further, other than through utilization of lien foreclosure proceedings, the Operator has no effective mechanism to obtain payment of expenses by non-consenting mineral owners or to escrow their proportionate share of funds needed for future liabilities, such as for plugging and abandoning wells.
7. In order to ensure a just and equitable share of production to each interest owner, to protect coequal and correlative rights, to protect public health, safety, welfare, the environment and wildlife resources through a fair and more practicable procedure for operations after cost recovery, Applicant requests that the previous Pooling and Spacing Order be amended to provide that operations conducted after cost recovery be governed by a specific Joint Operating Agreement. The proposed Joint Operating Agreement ("JOA") is attached hereto as Exhibit A. Among other things, this JOA provides for an election procedure upon cost recovery: namely, the Operator shall notify each non-consenting interest owner in the Contract Area of such cost recovery and give each such owner the opportunity to elect to (1) participate as a working interest as to that owner's entire interest on all future well operations; (2) to treat the mineral owner as a royalty owner as to the applicable well (not as a cost bearing working interest owner) based on the prevailing landowner's royalty rate within the applicable Unit. Each such non consenting interest owner then has a period of thirty (30) days after receipt of notice from the Operator to notify the Operator in writing of its election. Should a non consenting interest owner elect to participate, then that owner's future participation will be governed by the terms of the JOA. Should, however, a non consenting interest owner not return any written election to the Operator, such owner is deemed by default to have elected and to be treated under alternative (2)—to treat the mineral owner as a royalty owner for the applicable well based upon the prevailing royalty rate in the applicable unit. The JOA also creates a procedure for the Operator to withhold a

portion of proceeds to establish a reserve fund to cover future plugging and abandoning liabilities.

8. The Commission has authority to grant this Application. Pursuant to C.R.S. Section 34-60-116, dealing with drilling units and pooling interests, the Commission can, of course, amend its August 27, 2013 Order as to the post cost-recovery period of operation. C.R.S. Section 34-60-118 also grants the Commission authority to approve agreements for development and unit operations. By virtue of its leases and the Order dated August 27, 2013, Applicant is paying at least eighty percent (and indeed, is paying up to 100%) of the costs of operation and thus has standing to seek approval of an agreement for operation of this unit. Section 34-60-118 expressly gives the Commission authority to provide how the costs of unit operations are paid and to approve an agreement for unit operations. Applicant requests that the Commission utilize this statutory authority to approve the attached Joint Operating Agreement as the agreement to cover operations after recovery of costs attributable to the non-consenting owners.

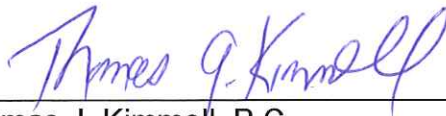
WHEREFORE, Applicant respectfully requests that this matter be set for hearing, that notice thereof be given as required by law and that upon such hearing, this Commission enter its order:

- a. That the Order dated August 27, 2013, establishing involuntary pooling and designating the NW $\frac{1}{4}$  of Section 5 and the N $\frac{1}{2}$  of Section 6 as the spacing unit for production of oil, gas and associated hydrocarbons from the Niobrara and Codell formations and conduct of oil and gas operations, be partially amended to create amended and specific provisions for operations undertaken after cost recovery.
- b. Approving and adopting the Joint Operating Agreement attached hereto as Exhibit A to govern operations undertaken after cost recovery.
- c. For such other and further relief as this Commission deems just and proper.

Dated this 27<sup>th</sup> Day of November, 2013.

Respectfully Submitted,

Mineral Resources, Inc.

By: 

Thomas J. Kimmell, P.C.

Its Attorney

Zarlengo & Kimmell, PC

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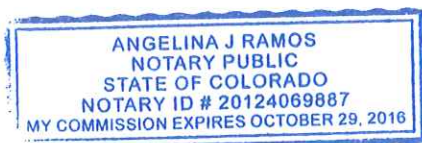
STATE OF COLORADO    )  
                                      ) ss.  
COUNTY OF WELD        )


Logan Richardson, of lawful age, being first duly sworn upon oath, deposes and says that he is employed by Applicant, that he has read the foregoing Application and that the matters therein contained are true to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
Logan Richardson

Subscribed and sworn to before me this 27<sup>th</sup> Day of November, 2013  
Witness my hand and official seal.

My commission expires: 10/29/2016\_\_\_\_\_



  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**JOINT OPERATING AGREEMENT**

Effective as of the date of cost recovery for each Well within the Contract Area described below:

OPERATOR Mineral Resources, Inc., P.O. Box 328, Greeley, Colorado 80632

NON OPERATORS: Interest Owners in the Contract Area

CONTRACT AREA \_\_\_\_\_

**LIMITED TO THE WELLS WITHIN THE POOLING AND SPACING UNIT ESTABLISHED BY THE COLORADO OIL AND GAS  
CONSERVATION COMMISSION IN ORDER NO. 407-815 AS AMENDED.**

COUNTY OR PARISH OF Weld, STATE OF Colorado

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AMERICAN ASSOCIATION OF PETROLEUM  
LANDMEN, 4100 FOSSIL CREEK BLVD.  
FORT WORTH, TEXAS, 76137, APPROVED FORM.

A.A.P.L. NO. 610 – 1989

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## OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Mineral Resources, Inc., P.O. Box 328, Greeley, CO 80632, hereinafter designated and referred to as "Operator," and the owners of mineral interests and leasehold working interests in the Contract Area, as defined above, sometimes hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

### WITNESSETH:

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the Contract Area identified in Exhibit "A," and the parties hereto have entered into this agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

### ARTICLE I.

#### DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder.

B. The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation.

C. The term "Contract Area" shall mean the wells within and covered by the Pooling and Spacing Order entered as Order # by the Colorado Oil and Gas Conservation Commission

D. The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE, whichever is the lesser.

E. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties.

G. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located.

H. The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI.A.

I. The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B.2.

J. The terms "Non-Drilling Party" and "Defaulting Party" shall mean a party who elects not to participate in a proposed operation.

K. The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

L. The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement.

M. The terms "Oil and Gas Lease," "Lease" and "Leaschold" shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

N. The term "Plug Back" shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone.

O. The term "Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

P. The term "Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

Q. The term "Sidetrack" shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or drill around junk in the hole to overcome other mechanical difficulties.

R. The term "Zone" shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the word "person" includes natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

### ARTICLE II.



## EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

- X 1. Exhibit "I" Accounting Procedure.

If any provision of any exhibit is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

## ARTICLE III.

### INTERESTS OF PARTIES

#### A. Interests of Parties in Costs and Production:

Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the working interest owner parties. In the same manner, these parties shall also own all production of Oil and Gas from the Contract Area subject, however, to the payment of royalties and other burdens on production as described hereafter.

Regardless of which party has contributed any Oil and Gas Lease or Oil and Gas Interest on which royalty or other burdens may be payable and except as otherwise expressly provided in this agreement, each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area and shall indemnify, defend and hold the other parties free from any liability therefor.

Except as otherwise expressly provided in this agreement, if any party has contributed hereto any Lease or Interest which is burdened with any royalty, overriding royalty, production payment or other burden on production such party so burdened shall assume and alone bear all such excess obligations and shall indemnify, defend and hold the other parties hereto harmless from any and all claims attributable to such excess burden. However, so long as the Drilling Unit for the productive Zone(s) is identical with the Contract Area, each party shall pay or deliver, or cause to be paid or delivered, all burdens on production from the Contract Area due under the terms of the Oil and Gas Lease(s) which such party has contributed to this agreement, and shall indemnify, defend and hold the other parties free from any liability therefor.

Nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby, and in the event two or more parties contribute to this agreement jointly owned Leases, the parties' undivided interests in said Leaseholds shall be deemed separate leasehold interests for the purposes of this agreement.

#### B. Subsequently Created Interests:

If any party has contributed hereto a Lease or Interest that is burdened with an assignment of production given as security for the payment of money, or if, after the date of this agreement, any party creates an overriding royalty, production payment, net profits interest, assignment of production or other burden payable out of production attributable to its working interest hereunder, such burden shall be deemed a "Subsequently Created Interest."

The party whose interest is burdened with the Subsequently Created Interest (the "Burdened Party") shall assume and alone bear, pay and discharge the Subsequently Created Interest and shall indemnify, defend and hold harmless the other parties from and against any liability therefor. Further, if the Burdened Party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the Subsequently Created Interest in the same manner as they are enforceable against the working interest of the Burdened Party. If the Burdened Party is required under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or the production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of said Subsequently Created Interest, and the Burdened Party shall indemnify, defend and hold harmless said other party, or parties, from any and all claims and demands for payment asserted by owners of the Subsequently Created Interest.

## ARTICLE IV.

### TITLES

#### A. Loss or Failure of Title:

1. Failure of Title: Should any Oil and Gas Interest or Oil and Gas Lease be lost through failure of title, which results in a reduction of interest the party credited with contributing the affected Lease or Interest (including, if applicable, a successor in interest to such party) shall have ninety (90) days from final determination of title failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining Oil and Gas Leases and Interests; and,

(a) The party credited with contributing the Oil and Gas Lease or Interest affected by the title failure (including, if applicable, a successor in interest to such party) shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development or operating costs which it may have previously paid or incurred, but there shall be no additional liability on its part to the other parties hereto by reason of such title failure;

(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the

Lease or Interest which has failed, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose Lease or Interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the Lease or Interest failed;

(c) If the proportionate interest of the other parties hereto in any producing well previously drilled on the Contract Area is increased by reason of the title failure, the party who bore the costs incurred in connection with such well attributable to the Lease or Interest which has failed shall receive the proceeds attributable to the increase in such interest (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well attributable to such failed Lease or Interest;

(d) Should any person not a party to this agreement, who is determined to be the owner of any Lease or Interest which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded;

(e) Any liability to account to a person not a party to this agreement for prior production of Oil and Gas which arises by reason of title failure shall be borne severally by each party (including a predecessor to a current party) who received production for which such accounting is required based on the amount of such production received, and each such party shall severally indemnify, defend and hold harmless all other parties hereto for any such liability to account;

(f) No charge shall be made to the joint account for legal expenses, fees or salaries in connection with the defense of the Lease or Interest claimed to have failed, but if the party contributing such Lease or Interest hereto elects to defend its title it shall bear all expenses in connection therewith; and

2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, or other payment necessary to maintain all or a portion of an Oil and Gas Lease or interest is not paid or is erroneously paid, and as a result a Lease or Interest terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new Lease or Interest covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the Lease or Interest involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the Lease or Interest which has terminated. If the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of Oil and Gas attributable to the lost Lease or Interest, calculated on an acreage basis, for the development and operating costs previously paid on account of such Lease or Interest, it shall be reimbursed for unrecovered actual costs previously paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

(a) Proceeds of Oil and Gas produced prior to termination of the Lease or Interest, less operating expenses and lease burdens chargeable hereunder to the person who failed to make payment, previously accrued to the credit of the lost Lease or Interest, on an acreage basis, up to the amount of unrecovered costs;

(b) Proceeds of Oil and Gas, less operating expenses and lease burdens chargeable hereunder to the person who failed to make payment, up to the amount of unrecovered costs attributable to that portion of Oil and Gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such Lease or Interest termination, would be attributable to the lost Lease or Interest on an acreage basis and which as a result of such Lease or Interest termination is credited to other parties, the proceeds of said portion of the Oil and Gas to be contributed by the other parties in proportion to their respective interests reflected on Exhibit "A"; and,

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the Lease or Interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.

3. Other Losses: All losses of Leases or Interests committed to this agreement, other than those set forth in Articles IV.B.1. and IV.B.2. above, shall be joint losses and shall be borne by all parties in proportion to their interests. This shall include but not be limited to the loss of any Lease or Interest through failure to develop or because express or implied covenants have not been performed (other than performance which requires only the payment of money), and the loss of any Lease by expiration at the end of its primary term if it is not renewed or extended. There shall be no readjustment of interests in the remaining portion of the Contract Area on account of any joint loss.

4. Curing Title: In the event of a Failure of Title under Article IV.B.1. or a loss of title under Article IV.B.2. above, any Lease or Interest acquired by any party hereto (other than the party whose interest has failed or was lost) during the ninety (90) day period provided by Article IV.B.1. and Article IV.B.2. above covering all or a portion of the interest that has failed or was lost shall be offered at cost to the party whose interest has failed or was lost, and the provisions of Article VIII.B. shall not apply to such acquisition.

**ARTICLE V.  
OPERATOR**

#### **A. Designation and Responsibilities of Operator:**

Mineral Resources, Inc. shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. In its performance of services hereunder for the Non-Operators, Operator shall be an independent contractor not subject to the control or direction of the Non-Operators except as to the type of operation to be undertaken in accordance with the election procedures contained in this agreement. Except as provided for in Article XVI, Operator shall not be deemed, or hold itself out as, the agent of the Non-Operators with authority to bind them to any obligation or liability assumed or incurred by Operator as to any third party. Operator shall conduct its activities under this agreement as a reasonable prudent operator, in a good and workmanlike manner, with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with applicable law and regulation, but in no event shall it have any liability as Operator to the other parties for losses sustained or liabilities incurred except such as may result from gross negligence or willful misconduct.

#### **B. Resignation or Removal of Operator and Selection of Successor:**

1. Resignation of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, or is no longer capable of or no longer wishes to continue serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators. The successor operator shall be that party that receives the assignment of operating rights from the original operator named herein.

#### **C. Rights and Duties of Operator:**

1. Competitive Rates and Use of Affiliates: All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature. All work performed or materials supplied by affiliates or related parties of Operator shall be performed or supplied at competitive rates, pursuant to written agreement, and in accordance with customs and standards prevailing in the industry.

2. Discharge of Joint Account Obligations: Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in Exhibit "A." Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

3. Protection from Liens: Operator shall pay, or cause to be paid, as and when they become due and payable, all accounts of contractors and suppliers and wages and salaries for services rendered or performed, and for materials supplied on, to or in respect of the Contract Area or any operations for the joint account thereof, and shall keep the Contract Area free from liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to services rendered or materials supplied.

4. Custody of Funds: Operator shall hold for the account of the Non-Operators any funds of the Non-Operators advanced or paid to the Operator, either for the conduct of operations hereunder or as a result of the sale of production from the Contract Area, and such funds shall remain the funds of the Non-Operators on whose account they are advanced or paid until used for their intended purpose or otherwise delivered to the Non-Operators or applied toward the payment of debts as provided in Article VII.B. Nothing in this paragraph shall be construed to establish a fiduciary relationship between Operator and Non-Operators for any purpose other than to account for Non-Operator funds as herein specifically provided. Nothing in this paragraph shall require the maintenance by Operator of separate accounts for the funds of Non-Operators unless the parties otherwise specifically agree.

5. Access to Contract Area and Records: Operator shall, except as otherwise provided herein, permit each Non-Operator or its duly authorized representative, at the Non-Operator's sole risk and cost, full and free access at all reasonable times to all operations of every kind and character being conducted for the joint account on the Contract Area and to the records of operations conducted thereon or production therefrom, including Operator's books and records relating thereto. Such access rights shall not be exercised in a manner interfering with Operator's conduct of an operation hereunder and shall not obligate Operator to furnish any geologic or geophysical data of an interpretive nature unless the cost of preparation of such interpretive data was charged to the joint account. Operator will furnish to each Non-Operator upon request copies of any and all reports and information obtained by Operator in connection with production and related items, including, without limitation, meter and chart reports, production purchaser statements, run tickets and monthly gauge reports, but excluding purchase contracts and pricing information to the extent not applicable to the production of the Non-Operator seeking the information. Any audit of Operator's records relating to amounts expended and the appropriateness of such expenditures shall be conducted in accordance with the audit protocol specified in Exhibit "A."

6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to each requesting Non-Operator not in default of its payment obligations, all operational notices, reports or applications required to be filed by local, State, Federal or Indian agencies or authorities having jurisdiction over operations hereunder. Each Non-Operator shall provide to Operator on a timely basis all information necessary to Operator to make such filings.

7. Cost Estimates: Upon request of any Consenting Party, Operator shall furnish estimates of current and cumulative costs incurred for the joint account at reasonable intervals during the conduct of any operation pursuant to this agreement. Operator shall not be held liable for errors in such estimates so long as the estimates are made in good faith.

8. Insurance: At all times while operations are conducted hereunder, Operator shall comply with the workers compensation law of the state where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D" attached hereto and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the workers compensation law of the state of Colorado and to maintain such other insurance as Operator may require.

In the event automobile liability insurance is specified in said Exhibit "D," or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive equipment.

## **ARTICLE VI. DRILLING AND DEVELOPMENT**

The drilling and completion of the Initial Well and the participation therein by all parties is obligatory, subject to Article VI.C.1. as to participation in Completion operations and Article VI.F. as to termination of operations and Article XI as to occurrence of force majeure.

**A. Election upon cost recovery for non consenting interest owners.** Upon recovery of the costs attributable to the interest of any non consenting interest owner as provided for in the Pooling and Spacing Order as to the Contract Area entered by the Colorado Oil and Gas Conservation Commission, the Operator shall notify each non consenting interest owner of such cost recovery and shall give each such owner an election to elect one of the following election alternatives: (1) to participate as a working interest as to that owner's entire interest as to future operations as to the applicable Well pursuant the terms of this JOA; or (2) to treat the mineral owner as a royalty owner as to the applicable well (not as a cost bearing working interest owner) based upon the prevailing landowners' royalty rate within the applicable Unit. Each such non consenting interest owner shall have a period of thirty (30) days after receipt of notice from the Operator to notify the Operator in writing of its election. Should a non consenting interest owner not return any written election to the Operator, such owner shall be by default to have elected and to treated under alternative (2)—to treat the mineral owner as a royalty owner for the applicable well based upon the prevailing royalty rate in the applicable unit.

### **B. Subsequent Operations:**

(1)Relinquishment of Interest for Default. The entire cost and risk of conducting such operations shall be borne by the consenting working interest owner Parties in the proportions of their ownership. These parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Parties. If such an operation results in a dry hole, then subject to Articles VI.B.6. and VI.E.3., the Parties shall plug and abandon the well and restore the surface location at their sole cost, risk and expense; provided, however, that those Defaulting Parties that participated in the drilling, Deepening or Sidetracking of the well shall remain liable for, and shall pay, their proportionate shares of the cost of plugging and abandoning the well and restoring the surface location insofar only as those costs were not increased by the subsequent operations of the Parties. If any well drilled, Reworked, Sidetracked, Deepened, Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing Oil and/or Gas in paying quantities, these Parties shall Complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator (if the Operator did not conduct the operation) and shall be operated by it at the expense and for the account of the Parties. Upon commencement of operations for the drilling, Reworking, Sidetracking, Recompleting, Deepening or Plugging Back of any such well by Parties in accordance with the provisions of this Article, each Defaulting Party shall be deemed to have relinquished to Parties, and the Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Paying Party's interest in the well and share of production therefrom or, in the case of a Reworking, Sidetracking, Deepening, Recompleting or Plugging Back, or a Completion pursuant to Article VI.C.1. Option No. 2, all of such Non-Consenting Party's interest in the production obtained from the operation in which the Defaulting Party did not elect to participate. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes, royalty, overriding royalty and other interests not excepted by Article III.C. payable out of or measured by the production from such well accruing with respect to such interest until it reverts), shall equal the total of the following:

(i) One hundred percent of the nonconsenting owner's share of the cost of surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment, and piping) plus one hundred percent of the nonconsenting owner's share of the cost of operation of the well commencing with first production and continuing until the consenting owners have recovered such

costs. It is the intent that the nonconsenting owner's share of these costs of equipment and operation will be that interest which would have been chargeable to the nonconsenting owner had he initially agreed to pay his share of the costs of the well from the beginning of the operation.

(ii) Two hundred percent of that portion of the costs and expenses of staking, well site preparation, obtaining rights-of-way, rigging up, drilling, reworking, deepening or plugging back, testing, and completing the well, and two hundred percent of that portion of the cost of equipment in the well, including the wellhead connections.

(2) Recoupment Matters. During the period of time Parties are entitled to receive Defaulting Party's share of production, or the proceeds therefrom, Parties shall be responsible for the payment of all ad valorem, production, severance, excise, gathering and other taxes, and all royalty, if any, applicable to Defaulting Party's share of production not excepted by Article III.C.

In the case of any Reworking, Sidetracking, Plugging Back, Recompleting or Deepening operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such Reworking, Sidetracking, Plugging Back, Recompleting or Deepening, the Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within ninety (90) days after the completion of any operation under this Article, the party conducting the operations for the Parties shall furnish each Defaulting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, Sidetracking, Deepening, Plugging Back, testing, Completing, Recompleting, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Parties are being reimbursed as provided above, the party conducting the operations for the Parties shall furnish the Defaulting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of Oil and Gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of Oil and Gas produced during any month, Parties shall use industry accepted methods such as but not limited to metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Defaulting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such Defaulting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting Party.

If and when the Parties recover from a Defaulting Party's relinquished interest the amounts provided for above, the relinquished interests of such Defaulting Party shall automatically revert to it as of 7:00 a.m. on the day following the day on which such recoupment occurs, and, from and after such reversion, such Defaulting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Defaulting Party would have been entitled to had it participated in the drilling, Sidetracking, Reworking, Deepening, Recompleting or Plugging Back of said well. Thereafter, such Defaulting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and Exhibit "C" attached hereto.

3. Stand-By Costs: When a well which has been drilled or Deepened has reached its authorized depth and all tests have been completed and the results thereof furnished to the parties, or when operations on the well have been otherwise terminated pursuant to Article VI.F., stand-by costs incurred pending response to a party's notice proposing a Reworking, Sidetracking, Deepening, Recompleting, Plugging Back or Completing operation in such a well (including the period required under Article VI.B.6. to resolve competing proposals) shall be charged and borne as part of the drilling or Deepening operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted, whichever first occurs, and prior to agreement as to the participating interests of all Parties pursuant to the terms of the second grammatical paragraph of Article VI.B.2. (a), shall be charged to and borne as part of the proposed operation, but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated between the Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all Consenting Parties.

In the event that notice for a Sidetracking operation is given while the drilling rig to be utilized is on location, any party may request and receive up to five (5) additional days after expiration of the forty-eight hour response period specified in Article VI.B.1. within which to respond by paying for all stand-by costs and other costs incurred during such extended response period; Operator may require such party to pay the estimated stand-by time in advance as a condition to extending the response period. If more than one party elects to take such additional time to respond to the notice, standby costs shall be allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing party's

interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties.

4. Sidetracking: Any party having the right to participate in a proposed Sidetracking operation that does not own an interest in the affected wellbore at the time of the notice shall, upon electing to participate, tender to the wellbore owners its proportionate share (equal to its interest in the Sidetracking operation) of the value of that portion of the existing wellbore to be utilized as follows:

(a) If the proposal is for Sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is initiated.

(b) If the proposal is for Sidetracking a well which has previously produced, reimbursement shall be on the basis of such party's proportionate share of drilling and equipping costs incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is conducted, calculated in the manner described in Article VI.B.4(b) above. Such party's proportionate share of the cost of the well's salvable materials and equipment down to the depth at which the Sidetracking operation is initiated shall be determined in accordance with the provisions of Exhibit "A."

#### **C. Other Operations:**

Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of \_\_\_\_\_ One Hundred Thousand Dollars (\$ 100,000 ) except in connection with the drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares an AFE for its own use, Operator shall furnish any Non-Operator so requesting an information copy thereof for any single project costing in excess of One Hundred Thousand Dollars (\$ 100,000 ). Any party who has not relinquished its interest in a well shall have the right to propose that Operator perform repair work or undertake the installation of artificial lift equipment or ancillary production facilities such as salt water disposal wells or to conduct additional work with respect to a well drilled hereunder or other similar project (but not including the installation of gathering lines or other transportation or marketing facilities, the installation of which shall be governed by separate agreement between the parties) reasonably estimated to require an expenditure in excess of the amount first set forth above in this Article VI.D. (except in connection with an operation required to be proposed under Articles VI.B.1. or VI.C.1. Option No. 2, which shall be governed exclusively by those Articles).

#### **D. Abandonment of Wells:**

Operator shall, at its option, establish and maintain an escrow account to cover each Party's share of expected plugging and abandoning costs after subtracting estimated salvage credits. In order to establish and fund such escrow account, Operator shall be entitled to withhold from the revenues of each Party that Party's expected share of plugging and abandoning costs.

### **ARTICLE VII.**

#### **EXPENDITURES AND LIABILITY OF PARTIES**

##### **A. Liability of Parties:**

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing the operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally, and no party shall have any liability to third parties hereunder to satisfy the default of any other party in the payment of any expense or obligation hereunder. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-venturers, or principals. In their relations with each other under this agreement, the parties shall not be considered fiduciaries or to have established a confidential relationship but rather shall be free to act on an arm's-length basis in accordance with their own respective self-interest, subject, however, to the obligation of the parties to act in good faith in their dealings with each other with respect to activities hereunder.

##### **B. Liens and Security Interests:**

Each Non-Operator grants to the Operator hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid hereunder, the assignment or relinquishment of interest in Oil and Gas Leases as required hereunder, and the proper performance of operations hereunder. Such lien and security interest

granted by each Non-Operator party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from gas imbalances or from the sale of Oil and/or Gas at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

Each Non-Operator party represents and warrants to the Operator that the lien and security interest granted by such party to the Operator shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by this Article VII.B. as to all obligations attributable to such interest hereunder whether or not such obligations arise before or after such interest is acquired.

To the extent that parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interests or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest as provided in "Exhibit C," has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

If any party fails to pay its share of cost within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in Article VII.B., and each paying party may independently pursue any remedy available hereunder or otherwise.

If any party does not perform all of its obligations hereunder, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshaling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

Each Non-Operator party agrees that the other parties shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due hereunder for services performed or materials supplied by Operator.

#### **C. Advances:**

Operator, at its election, shall have the right from time to time to demand and receive from one or more of the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

#### **D. Defaults and Remedies:**

If any party fails to discharge any financial obligation under this agreement, including without limitation the failure to make any advance under the preceding Article VII.C. or any other provision of this agreement, within the period required for such payment hereunder, then in addition to the remedies provided in Article VII.B. or elsewhere in this agreement, the remedies specified below shall be applicable. For purposes of this Article VII.D., all notices and elections shall be delivered only by Operator, except that Operator shall deliver any such notice and election requested by a non-defaulting Non-Operator. Election of any one or more of the following remedies shall not preclude the subsequent use of any other remedy specified below or otherwise available to a non-defaulting party.

Costs and Attorneys' Fees: In the event any party is required to bring legal proceedings to enforce any financial obligation of a party hereunder, the prevailing party in such action shall be entitled to recover all court costs, costs of collection, and a reasonable attorney's fee, which the lien provided for herein shall also secure.

**E. Taxes:**

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on Leases and Oil and Gas Interests contributed by such Non-Operator. If the assessed valuation of any Lease is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such Lease, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner provided in Exhibit "A."

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "A."

Each party shall pay or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of Oil and Gas produced under the terms of this agreement.

**F. Assignment:**

Every sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement and shall be made without prejudice to the right of the other parties, and any transferee of an ownership interest in any Oil and Gas Lease or Interest shall be deemed a party to this agreement as to the interest conveyed from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party hereunder with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted hereunder in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. shall continue to burden the interest transferred to secure payment of any such obligations.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interest within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the Oil and Gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

**G. Waiver of Rights to Partition:**

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

**ARTICLE IX.  
INTERNAL REVENUE CODE ELECTION**



If, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, and if the parties have not otherwise agreed to form a tax partnership or other agreement between them, each party thereby affected elects to be excluded from the application of all of the provisions of Subchapter "K," Chapter 1, Subtitle "A," of the Internal Revenue Code of 1986, as amended ("Code"), as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Treasury Regulation §1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K," Chapter 1, Subtitle "A," of the Code, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from operations hereunder can be adequately determined without the computation of partnership taxable income.

#### ARTICLE X.

##### CLAIMS AND LAWSUITS

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed One Hundred Thousand Dollars (\$ 100,000 ) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling settling, or otherwise discharging such claim or suit shall be a the joint expense of the parties participating in the operation from which the claim or suit arises. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

#### ARTICLE XI.

##### FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to indemnify or make money payments or furnish security, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure," as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

#### ARTICLE XII.

##### NOTICES

All notices authorized or required between the parties by any of the provisions of this agreement, unless otherwise specifically provided, shall be in writing and delivered in person or by United States mail, courier service, telegram, telex, telecopier or any other form of facsimile, postage or charges prepaid, and addressed to such parties. All telephone or oral notices permitted by this agreement shall be confirmed immediately thereafter by written notice. The originating notice given under any provision hereof shall be deemed delivered only when received by the party to whom such notice is directed, and the time for such party to deliver any notice in response thereto shall run from the date the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder shall be actual delivery of the notice to the address of the party to be notified specified in accordance with this agreement, or to the telecopy, facsimile or telex machine of such party. The second or any responsive notice shall be deemed delivered when deposited in the United States mail or at the office of the courier or telegraph service, or upon transmittal by telex, telecopy or facsimile, or when personally delivered to the party to be notified, provided, that when response is required within 24 or 48 hours, such response shall be given orally or by telephone, telex, telecopy or other facsimile within such period. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other

parties. If a party is not available to receive notice orally or by telephone when a party attempts to deliver a notice required to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method specified herein and shall be deemed delivered in the same manner provided above for any responsive notice.

#### **ARTICLE XIII.**

##### **TERM OF AGREEMENT**

This agreement shall remain in full force and effect as to the Oil and Gas Leases and/or Oil and Gas Interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any Lease or Oil and Gas Interest contributed by any other party beyond the term of this agreement.

In the event the well already drilled or any subsequent well drilled under any provision of this agreement, results in the Completion of a well as a well capable of production of Oil and/or Gas in paying quantities, this agreement shall continue in force so long as any such well is capable of production, and for an additional period of 367 days thereafter; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling, Reworking, Deepening, Sidetracking, Plugging Back, testing or attempting to Complete or Re-complete a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is capable of producing Oil and/or Gas from the Contract Area, this agreement shall terminate unless drilling, Deepening, Sidetracking, Completing, Re-completing, Plugging Back or Reworking operations are commenced within 367 days from the date of abandonment of said well or so long as any spacing and pooling order established by the Colorado Oil and Gas Conservation Commission remains in effect. "Abandonment" for such purposes shall mean either (i) a decision by all parties not to conduct any further operations on the well or (ii) the elapse of 180 days from the conduct of any operations on the well, whichever first occurs.

The termination of this agreement shall not relieve any party hereto from any expense, liability or other obligation or any remedy therefor which has accrued or attached prior to the date of such termination.

Upon termination of this agreement and the satisfaction of all obligations hereunder, in the event a memorandum of this Operating Agreement has been filed of record, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon request of Operator, if Operator has satisfied all its financial obligations.

#### **ARTICLE XIV.**

##### **COMPLIANCE WITH LAWS AND REGULATIONS**

###### **A. Laws, Regulations and Orders:**

This agreement shall be subject to the applicable laws of the state in which the Contract Area is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations and orders.

###### **B. Governing Law:**

This agreement and all matters pertaining hereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the law of the state of Colorado.

###### **C. Regulatory Agencies:**

Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or

orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or production of wells, on tracts offsetting or adjacent to the Contract Area.

With respect to the operations hereunder, Non-Operators agree to release Operator from any and all losses, damages, injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation or application of rules, rulings, regulations or orders of the Department of Energy or Federal Energy Regulatory Commission or predecessor or successor agencies to the extent such interpretation or application was made in good faith and does not constitute gross negligence. Each Non-Operator further agrees to reimburse Operator for such Non-Operator's share of production or any refund, fine, levy or other governmental sanction that Operator may be required to pay as a result of such an incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of such incorrect interpretation or application.

#### **ARTICLE XV. MISCELLANEOUS**

##### **A. Execution:**

This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator or approved as part of an Order or Report entered by the Colorado Oil and Gas Conservation Commission notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which own an interest in the Contract Area or which own, in fact, an interest in the Contract Area. Operator may, however, by written notice to all Non-Operators who have become bound by this agreement as aforesaid, given at any time prior to the actual spud date of the Initial Well but in no event later than five days prior to the date specified in Article VI.A. for commencement of the Initial Well, terminate this agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease as of such termination. In the event any Non-Operator has advanced or prepaid any share of drilling or other costs hereunder, all sums so advanced shall be returned to such Non-Operator without interest. In the event Operator proceeds with drilling operations for the Initial Well without the execution hereof by all persons listed on Exhibit "A" as having a current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred for the Initial Well which would have been charged to such person under this agreement if such person had executed the same and Operator shall receive all revenues which would have been received by such person under this agreement if such person had executed the same.

##### **B. Successors and Assigns:**

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns, and the terms hereof shall be deemed to run with the Leases or Interests included within the Contract Area.

##### **C. Counterparts:**

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

##### **D. Severability:**

For the purposes of assuming or rejecting this agreement as an executory contract pursuant to federal bankruptcy laws, this agreement shall not be severable, but rather must be assumed or rejected in its entirety, and the failure of any party to this agreement to comply with all of its financial obligations provided herein shall be a material default.

#### **ARTICLE XVI. OTHER PROVISIONS**

##### **A. General:**

(1). Limited Power of Attorney. Each of the Parties hereby grants a limited and specific power of attorney to Mineral Resources, Inc., as its attorney-in-fact. Said attorney-in-fact shall have full power and authority to undertake and perform the following acts connected with this Agreement on their behalf:

(a). Sale of equipment or other substantial assets owned by the Parties up to an amount of \$100,000.00 from any given well, including sale of a well if the present value of the well as calculated by the Operator in good faith is \$100,000.00 or less.

(b). Apply for all necessary governmental permits, licenses and approvals; make filings or reports to comply with applicable federal, state and local laws; and prepare and file all reports or notices required by any government or quasi-government agency in connection with the Parties activities.

(c). Execute Division Orders on behalf of, and in the name of, the Parties.

(d). Execute U.S. FERC (Federal Energy Regulatory Commission) Applications and Filings on behalf of the Parties.

(e). Execute and place on public record Pooling Declarations and Production Affidavits.

- (f). Negotiate, execute, and modify the terms of gas and oil purchase and sale agreements with oil refiners and gas pipeline companies.
- (g). Negotiate, execute, and modify the terms of agreements with landowners dealing with damages and operations at the well sites and associated leases in the Property, including agreements for the plugging and abandonment of producing wells.
- (h). Negotiate and execute any and all operating agreements or any modification or amendments of such operating agreements, with third party owners of interest in oil and gas wells on the Property owned by the Parties.
- (i). Renew, extend, or modify oil and gas leases subject to this Agreement.

(2). Revenues/ Distributions. Except as provided for in Article VI.G. the Parties hereby give Operator the right to, and Operator shall, receive all oil and gas revenues from each of the wells subject to this Agreement, and to pay on behalf of the Parties all operating and general & administrative costs, taxes (including withholding of ad valorem taxes due and payable at a time subsequent to the time withheld) and royalties; provided that Operator shall then make a settlement to the Parties each month.

(3). Monthly Distributions. Except for parties taking production in kind as provided for in Article 6.G. beginning with production revenues attributable to production from the Property during the first month during which any well on the Property is produced, and continuing for revenues attributable to consecutive calendar months thereafter, Mineral Resources, Inc. shall make monthly distributions of all revenues from oil, gas, and equipment sale proceeds attributable to the Parties' interest after deducting taxes, royalties, lease operating expenses, and other expenses provided for in this Agreement.

B. Other Terms and Provisions.

(1). Indemnification. In the event of any bodily injury or property damage resulting from operations under this Agreement and the attached Exhibits, each Party agrees to defend and indemnify the others from and against all liability, loss, cost, and expense including attorneys fees, expert witness fees and other cost of litigation, arbitration or other form of dispute resolution arising out of said indemnifying Party's sole negligence or willful misconduct. If the occurrence is caused by joint or concurrent negligence, each Party responsible for such negligence shall bear its proportionate share of said liability, loss, cost, and expense as decided by mutual agreement or by litigation, arbitration or other form of dispute resolution, and each Party responsible for such negligence agrees to defend and indemnify those other Parties not responsible from and against all liability, loss, cost, and expense including attorney's fees, expert witness fees and other costs of litigation arising out of said indemnifying Party's negligence or willful misconduct.

# **EXHIBIT "1"**

## **ACCOUNTING PROCEDURE**

### **JOINT OPERATIONS**

Attached to and made part of that certain Joint Operating Agreement by and between Mineral Resources, Inc. as Operator, and Non-Operators,  
interest owners in the Contract Area

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#### **I. GENERAL PROVISIONS**

**IF THE PARTIES FAIL TO SELECT EITHER ONE OF COMPETING "ALTERNATIVE" PROVISIONS, OR SELECT ALL THE COMPETING "ALTERNATIVE" PROVISIONS, ALTERNATIVE 1 IN EACH SUCH INSTANCE SHALL BE DEEMED TO HAVE BEEN ADOPTED BY THE PARTIES AS A RESULT OF ANY SUCH OMISSION OR DUPLICATE NOTATION.**

**IN THE EVENT THAT ANY "OPTIONAL" PROVISION OF THIS ACCOUNTING PROCEDURE IS NOT ADOPTED BY THE PARTIES TO THE AGREEMENT BY A TYPED, PRINTED OR HANDWRITTEN INDICATION, SUCH PROVISION SHALL NOT FORM A PART OF THIS ACCOUNTING PROCEDURE, AND NO INFERENCE SHALL BE MADE CONCERNING THE INTENT OF THE PARTIES IN SUCH EVENT.**

#### **1. DEFINITIONS**

All terms used in this Accounting Procedure shall have the following meaning, unless otherwise expressly defined in the Agreement:

**"Affiliate"** means for a person, another person that controls, is controlled by, or is under common control with that person. In this definition, (a) control means the ownership by one person, directly or indirectly, of more than fifty percent (50%) of the voting securities of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) "person" means an individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

**"Agreement"** means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting Procedure is attached.

**"Controllable Material"** means Material that, at the time of acquisition or disposition by the Joint Account, as applicable, is so classified in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies (COPAS).

**"Equalized Freight"** means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest Railway Receiving Point to the property.

**"Excluded Amount"** means a specified excluded trucking amount most recently recommended by COPAS.

**“Field Office”** means a structure, or portion of a structure, whether a temporary or permanent installation, the primary function of which is to directly serve daily operation and maintenance activities of the Joint Property and which serves as a staging area for directly chargeable field personnel.

**“First Level Supervision”** means those employees whose primary function in Joint Operations is the direct oversight of the Operator’s field employees and/or contract labor directly employed On-site in a field operating capacity. First Level Supervision functions may include, but are not limited to:

- **Responsibility for field employees and contract labor engaged in activities that can include field operations, maintenance, construction, well remedial work, equipment movement and drilling**
- Responsibility for day-to-day direct oversight of rig operations
- Responsibility for day-to-day direct oversight of construction operations
- Coordination of job priorities and approval of work procedures
- Responsibility for optimal resource utilization (equipment, Materials, personnel)
- Responsibility for meeting production and field operating expense targets
- Representation of the Parties in local matters involving community, vendors, regulatory agents and landowners, as an incidental part of the supervisor's operating responsibilities
- Responsibility for all emergency responses with field staff
- Responsibility for implementing safety and environmental practices
- Responsibility for field adherence to company policy
- Responsibility for employment decisions and performance appraisals for field personnel
- Oversight of sub-groups for field functions such as electrical, safety, environmental, telecommunications, which may have group or team leaders.

**“Joint Account”** means the account showing the charges paid and credits received in the conduct of the Joint Operations that are to be shared by the Parties, but does not include proceeds attributable to hydrocarbons and by-products produced under the Agreement.

**“Joint Operations”** means all operations necessary or proper for the exploration, appraisal, development, production, protection, maintenance, repair, abandonment, and restoration of the Joint Property.

**“Joint Property”** means the real and personal property subject to the Agreement.

**“Laws”** means any laws, rules, regulations, decrees, and orders of the United States of America or any state thereof and all other governmental bodies, agencies, and other authorities having jurisdiction over or affecting the provisions contained in or the transactions contemplated by the Agreement or the Parties and their operations, whether such laws now exist or are hereafter amended, enacted, promulgated or issued.

**“Material”** means personal property, equipment, supplies, or consumables acquired or held for use by the Joint Property.

**“Non-Operators”** means the Parties to the Agreement other than the Operator.

**“Offshore Facilities”** means platforms, surface and subsea development and production systems, and other support systems such as oil and gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping, heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of offshore operations, all of which are located offshore.

**“Off-site”** means any location that is not considered On-site as defined in this Accounting Procedure.

**“On-site”** means on the Joint Property when in direct conduct of Joint Operations. The term “On-site” shall also include that portion of Offshore Facilities, Shore Base Facilities, fabrication yards, and staging areas from which Joint Operations are conducted, or other facilities that directly control equipment on the Joint Property, regardless of whether such facilities are owned by the Joint Account.

**“Operator”** means the Party designated pursuant to the Agreement to conduct the Joint Operations.

**“Parties”** means legal entities signatory to the Agreement or their successors and assigns. Parties shall be referred to individually as “Party.”

**“Participating Interest”** means the percentage of the costs and risks of conducting an operation under the Agreement that a Party agrees, or is otherwise obligated, to pay and bear.

**“Participating Party”** means a Party that approves a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of the costs and risks of conducting an operation under the Agreement.

**“Personal Expenses”** means reimbursed costs for travel and temporary living expenses.

**“Railway Receiving Point”** means the railhead nearest the Joint Property for which freight rates are published, even though an actual railhead may not exist.

**“Shore Base Facilities”** means onshore support facilities that during Joint Operations provide such services to the Joint Property as a receiving and transshipment point for Materials; debarkation point for drilling and production personnel and services; communication, scheduling and dispatching center; and other associated functions serving the Joint Property.

**“Supply Store”** means a recognized source or common stock point for a given Material item.

**“Technical Services”** means services providing specific engineering, geoscience, or other professional skills, such as those performed by engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of Joint Operations; provided, however, Technical Services shall not include those functions specifically identified as overhead under the second

paragraph of the introduction of Section III (*Overhead*). Technical Services may be provided by the Operator, Operator's Affiliate, Non-Operator, Non-Operator Affiliates, and/or third parties.

## **2. STATEMENTS AND BILLINGS**

The Operator shall bill or net from revenues of Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified and fully described in detail, or at the Operator's option, Controllable Material may be summarized by major Material classifications. Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.

The Operator may make available to Non-Operators any statements and bills required under Section 1.2 and/or Section 1.3.A (*Advances and Payments by the Parties*) via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written notice to the Operator.

## **3. ADVANCES AND PAYMENTS BY THE PARTIES**

A. Unless otherwise provided for in the Agreement, the Operator may require the Non-Operators to advance their share of the estimated cash outlay for the succeeding month's operations within fifteen (15) days after receipt of the advance request or by the first day of the month for which the advance is required, whichever is later. The Operator shall adjust each monthly billing to reflect advances received from the Non-Operators for such month. If a refund is due, the Operator shall apply the amount to be refunded to the subsequent month's billing or advance, unless the Non-Operator sends the Operator a written request for a cash refund. The Operator shall remit the refund to the Non-Operator within fifteen (15) days of receipt of such written request.

B. Except as provided below, each Party shall pay its proportionate share of all bills in full within fifteen (15) days of receipt date. If payment is not made within such time, the unpaid balance shall bear interest compounded monthly at the prime rate published by the *Wall Street Journal* on the first day of each month the payment is delinquent, plus three percent (3%), per annum, or the maximum contract rate permitted by the applicable usury Laws governing the Joint Property, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. If the *Wall Street Journal* ceases to be published or discontinues publishing a prime rate, the unpaid balance shall bear interest compounded monthly at the prime rate published by the Federal Reserve plus three percent (3%), per annum. Interest shall begin accruing on the first day of the month in which the payment was due. Payment shall not be reduced or delayed as a result of inquiries or anticipated credits unless the Operator has agreed. Notwithstanding the foregoing, the Non-Operator may reduce payment, provided it furnishes documentation and explanation to the



Operator at the time payment is made, to the extent such reduction is caused by:

- (1) being billed at an incorrect working interest or Participating Interest that is higher than such Non-Operator's actual working interest or Participating Interest, as applicable; or
- (2) being billed for a project or AFE requiring approval of the Parties under the Agreement that the Non-Operator has not approved or is not otherwise obligated to pay under the Agreement; or
- (3) being billed for a property in which the Non-Operator no longer owns a working interest, provided the Non-Operator has furnished the Operator a copy of the recorded assignment or letter in-lieu. Notwithstanding the foregoing, the Non-Operator shall remain responsible for paying bills attributable to the interest it sold or transferred for any bills rendered during the thirty (30) day period following the Operator's receipt of such written notice; or
- (4) charges outside the adjustment period, as provided in Section I.4 (*Adjustments*).

#### **4. ADJUSTMENTS**

A. Payment of any such bills shall not prejudice the right of any Party to protest or question the correctness thereof; however, all bills and statements, including payout statements, rendered during any calendar year shall conclusively be presumed to be true and correct, with respect only to expenditures, after twenty-four (24) months following the end of any such calendar year, unless within said period a Party takes specific detailed written exception thereto making a claim for adjustment. The Operator shall provide a response to all written exceptions, whether or not contained in an audit report, within the time periods prescribed in Section I.5 (*Expenditure Audits*).

B. All adjustments initiated by the Operator, except those described in items (1) through (4) of this Section I.4.B, are limited to the twenty-four (24) month period following the end of the calendar year in which the original charge appeared or should have appeared on the Operator's Joint Account statement or payout statement. Adjustments that may be made beyond the twenty-four (24) month period are limited to adjustments resulting from the following:

- (1) a physical inventory of Controllable Material as provided for in Section V (*Inventories of Controllable Material*), or
- (2) an offsetting entry (whether in whole or in part) that is the direct result of a specific joint interest audit exception granted by the Operator relating to another property, or
- (3) a government/regulatory audit, or
- (4) a working interest ownership or Participating Interest adjustment.

#### **5. EXPENDITURE AUDITS**

A. A Non-Operator, upon written notice to the Operator and all other Non-Operators, shall have the right to audit the Operator's accounts and records relating to the Joint Account within the twenty-four (24) month period following the end of such calendar year in which such bill was rendered; however, conducting an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Section I.4 (*Adjustments*). Any Party that is subject to payout accounting under the

Agreement shall have the right to audit the accounts and records of the Party responsible for preparing the payout statements, or of the Party furnishing information to the Party responsible for preparing payout statements. Audits of payout accounts may include the volumes of hydrocarbons produced and saved and proceeds received for such hydrocarbons as they pertain to payout accounting required under the Agreement. Unless otherwise provided in the Agreement, audits of a payout account shall be conducted within the twenty-four (24) month period following the end of the calendar year in which the payout statement was rendered.

Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner that will result in a minimum of inconvenience to the Operator. The Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of the Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.

The Non-Operator leading the audit (hereinafter "lead audit company") shall issue the audit report within ninety (90) days after completion of the audit testing and analysis; however, the ninety (90) day time period shall not extend the twenty-four (24) month requirement for taking specific detailed written exception as required in Section I.4.A (*Adjustments*) above. All claims shall be supported with sufficient documentation.

A timely filed written exception or audit report containing written exceptions (hereinafter "written exceptions") shall, with respect to the claims made therein, preclude the Operator from asserting a statute of limitations defense against such claims, and the Operator hereby waives its right to assert any statute of limitations defense against such claims for so long as any Non-Operator continues to comply with the deadlines for resolving exceptions provided in this Accounting Procedure. If the Non-Operators fail to comply with the additional deadlines in Section I.5.B or I.5.C, the Operator's waiver of its rights to assert a statute of limitations defense against the claims brought by the Non-Operators shall lapse, and such claims shall then be subject to the applicable statute of limitations, provided that such waiver shall not lapse in the event that the Operator has failed to comply with the deadlines in Section I.5.B or I.5.C.

B. The Operator shall provide a written response to all exceptions in an audit report within one hundred eighty (180) days after Operator receives such report. Denied exceptions should be accompanied by a substantive response. If the Operator fails to provide substantive response to an exception within this one hundred eighty (180) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section I.3.B (*Advances and Payments by the Parties*).

C. The lead audit company shall reply to the Operator's response to an audit report within ninety (90) days of receipt, and the Operator shall reply to the lead audit company's follow-up response within ninety (90) days of receipt; provided, however, each Non-Operator shall have the right to represent itself if it disagrees with the lead audit company's position or believes the lead audit company is not adequately fulfilling its duties. Unless otherwise provided for in Section I.5.E, if the Operator fails to provide substantive response to an exception within this ninety (90) day period, the Operator will owe interest on that exception or portion thereof, if ultimately

granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section I.3.B (*Advances and Payments by the Parties*).

D. If any Party fails to meet the deadlines in Sections I.5.B or I.5.C or if any audit issues are outstanding fifteen (15) months after Operator receives the audit report, the Operator or any Non-Operator participating in the audit has the right to call a resolution meeting, as set forth in this Section I.5.D or it may invoke the dispute resolution procedures included in the Agreement, if applicable. The meeting will require one month's written notice to the Operator and all Non-Operators participating in the audit. The meeting shall be held at the Operator's office or mutually agreed location, and shall be attended by representatives of the Parties with authority to resolve such outstanding issues. Any Party who fails to attend the resolution meeting shall be bound by any resolution reached at the meeting. The lead audit company will make good faith efforts to coordinate the response and positions of the Non-Operator participants throughout the resolution process; however, each Non-Operator shall have the right to represent itself. Attendees will make good faith efforts to resolve outstanding issues, and each Party will be required to present substantive information supporting its position. A resolution meeting may be held as often as agreed to by the Parties. Issues unresolved at one meeting may be discussed at subsequent meetings until each such issue is resolved.

If the Agreement contains no dispute resolution procedures and the audit issues cannot be resolved by negotiation, the dispute shall be submitted to mediation. In such event, promptly following one Party's written request for mediation, the Parties to the dispute shall choose a mutually acceptable mediator and share the costs of mediation services equally. The Parties shall each have present at the mediation at least one individual who has the authority to settle the dispute. The Parties shall make reasonable efforts to ensure that the mediation commences within sixty (60) days of the date of the mediation request. Notwithstanding the above, any Party may file a lawsuit or complaint (1) if the Parties are unable after reasonable efforts, to commence mediation within sixty (60) days of the date of the mediation request, (2) for statute of limitations reasons, or (3) to seek a preliminary injunction or other provisional judicial relief, if in its sole judgment an injunction or other provisional relief is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties shall continue to try to resolve the dispute by mediation.

**E. ☐ (Optional Provision – Forfeiture Penalties)**

If the Non-Operators fail to meet the deadline in Section I.5.C, any unresolved exceptions that were not addressed by the Non-Operators within one (1) year following receipt of the last substantive response of the Operator shall be deemed to have been withdrawn by the Non-Operators. If the Operator fails to meet the deadlines in Section I.5.B or I.5.C, any unresolved exceptions that were not addressed by the Operator within one (1) year following receipt of the audit report or receipt of the last substantive response of the Non-Operators, whichever is later, shall be deemed to have been granted by the Operator and adjustments shall be made, without interest, to the Joint Account.

**6. APPROVAL BY PARTIES**

**A. GENERAL MATTERS**

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other Sections of this Accounting Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the Operator shall notify all Non-Operators of the Operator's proposal and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

This Section I.6.A applies to specific situations of limited duration where a Party proposes to change the accounting for charges from that prescribed in this Accounting Procedure. This provision does not apply to amendments to this Accounting Procedure, which are covered by Section I.6.B.

#### B. AMENDMENTS

If the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, this Accounting Procedure can be amended by an affirmative vote of two ( 2 ) or more Parties, one of which is the Operator, having a combined working interest of at least seventy-five percent ( 75 %), which approval shall be binding on all Parties, provided, however, approval of at least one (1) Non- Operator shall be required, or if only two Parties, only one owner if such Owner owns at least 75%.

#### C. AFFILIATES

For the purpose of administering the voting procedures of Sections I.6.A and I.6.B, if Parties to this Agreement are Affiliates of each

other, then such Affiliates shall be combined and treated as a single Party having the combined working interest or Participating

Interest of such Affiliates.

For the purposes of administering the voting procedures in Section I.6.A, if a Non-Operator is an Affiliate of the Operator, votes under Section I.6.A shall require the majority in interest of the Non-Operator(s) after excluding the interest of the Operator's Affiliate.

## II. DIRECT CHARGES

The Operator shall charge the Joint Account with the following items:

### 1. RENTALS AND ROYALTIES

Lease rentals and royalties and payments of any kind for pad sites and surface usage paid by the Operator, on behalf of all Parties, for the Joint Operations.

### 2. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 ("Chargeability of Incentive Compensation Programs"), for:

(1) Operator's field employees directly employed On-site in the conduct of Joint Operations,

- (2) Operator's employees directly employed on Shore Base Facilities, Offshore Facilities, or other facilities serving the Joint Property if such costs are not charged under Section II.6 (*Equipment and Facilities Furnished by Operator*) or are not a function covered under Section III (*Overhead*),
- (3) Operator's employees providing First Level Supervision,
- (4) Operator's employees providing On-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*),
- (5) Operator's employees providing Off-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*).

Charges for the Operator's employees identified in Section II.2.A may be made based on the employee's actual salaries and wages, or in lieu thereof, a day rate representing the Operator's average salaries and wages of the employee's specific job category.

Charges for personnel chargeable under this Section II.2.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section II.2, unless otherwise approved by the Parties pursuant to Section I.6.A (*General Matters*).

B. Operator's cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Section II.2.A, excluding severance payments or other termination allowances. Such costs under this Section II.2.B may be charged on a "when and as-paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Section II.2.A. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable to the Joint Account under Sections II.2.A and B.

D. Personal Expenses of personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A when the expenses are incurred in connection with directly chargeable activities.

E. Reasonable relocation costs incurred in transferring to the Joint Property personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A. Notwithstanding the foregoing, relocation costs that result from reorganization or merger of a Party, or that are for the primary benefit of the Operator, shall not be chargeable to the Joint Account. Extraordinary relocation costs, such as those incurred as a result of transfers from remote locations, such as Alaska or overseas, shall not be charged to the Joint Account unless approved by the Parties pursuant to Section I.6.A (*General Matters*).

F. Training costs as specified in COPAS MFI-35 ("Charging of Training Costs to the Joint Account") for personnel whose salaries and wages are chargeable under Section II.2.A. This training charge shall include the wages, salaries, training course cost, and Personal Expenses incurred during the training session. The training cost shall be charged or allocated to the property or properties directly benefiting from the training. The cost of the training course shall not exceed prevailing commercial rates, where such rates are

available.

G. Operator's current cost of established plans for employee benefits, as described in COPAS MFI-27 ("Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation"), applicable to the Operator's labor costs chargeable to the Joint Account under Sections II.2.A and B based on the Operator's actual cost not to exceed the employee benefits limitation percentage most recently recommended by COPAS.

H. Award payments to employees, in accordance with COPAS MFI-49 ("Awards to Employees and Contractors") for personnel whose salaries and wages are chargeable under Section II.2.A.

### 3. **MATERIAL**

Material purchased or furnished by the Operator for use on the Joint Property in the conduct of Joint Operations as provided under Section IV (*Material Purchases, Transfers, and Dispositions*). Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use or is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

### 4. **TRANSPORTATION**

A. Transportation of the Operator's, Operator's Affiliate's, or contractor's personnel necessary for Joint Operations.

B. Transportation of Material between the Joint Property and another property, or from the Operator's warehouse or other storage point to the Joint Property, shall be charged to the receiving property using one of the methods listed below. Transportation of Material from the Joint Property to the Operator's warehouse or other storage point shall be paid for by the Joint Property using one of the methods listed below:

(1) If the actual trucking charge is less than or equal to the Excluded Amount the Operator may charge actual trucking cost or a theoretical charge from the Railway Receiving Point to the Joint Property. The basis for the theoretical charge is the per hundred weight charge plus fuel surcharges from the Railway Receiving Point to the Joint Property.. The Operator shall consistently apply the selected alternative.

(2) If the actual trucking charge is greater than the Excluded Amount, the Operator shall charge Equalized Freight. Accessorial charges such as loading and unloading costs, split pick-up costs, detention, call out charges, and permit fees shall be charged directly to the Joint Property and shall not be included when calculating the Equalized Freight.

### 5. **SERVICES**

The cost of contract services, equipment, and utilities used in the conduct of Joint Operations, except for contract services, equipment, and utilities covered by Section III (*Overhead*), or Section II.7 (*Affiliates*), or excluded under Section II.9 (*Legal Expense*). Awards paid to contractors shall be chargeable pursuant to COPAS MFI-49 ("Awards to Employees and Contractors").

The costs of third party Technical Services are chargeable to the extent excluded from the overhead rates under Section III (*Overhead*).

**6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR**

In the absence of a separately negotiated agreement, equipment and facilities furnished by the Operator will be charged as follows:

A. The Operator shall charge the Joint Account for use of Operator-owned equipment and facilities, including but not limited to production facilities, Shore Base Facilities, Offshore Facilities, and Field Offices, at rates commensurate with the costs of ownership and operation. The cost of Field Offices shall be chargeable to the extent the Field Offices provide direct service to personnel who are chargeable pursuant to Section II.2.A (*Labor*). Such rates may include labor, maintenance, repairs, other operating expense, insurance, taxes, depreciation using straight line depreciation method, and interest on gross investment less accumulated depreciation not to exceed twelve percent (12 %) per annum; provided, however, depreciation shall not be charged when the equipment and facilities investment have been fully depreciated. The rate may include an element of the estimated cost for abandonment, reclamation, and dismantlement. Such rates shall not exceed the average commercial rates currently prevailing in the immediate area of the Joint Property.

B. In lieu of charges in Section II.6.A above, the Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property, less twenty percent (20%). If equipment and facilities are charged under this Section II.6.B, the Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation. For automotive equipment, the Operator may elect to use rates published by the Petroleum Motor Transport Association (PMTA) or such other organization recognized by COPAS as the official source of rates.

**7. AFFILIATES**

A. Charges for an Affiliate's goods and/or services used in operations requiring an AFE or other authorization from the Non-Operators may be made without the approval of the Parties provided (i) the Affiliate is identified and the Affiliate goods and services are specifically detailed in the approved AFE or other authorization, and (ii) the total costs for such Affiliate's goods and services billed to such individual project do not exceed \$ 50,000.00. If the total costs for an Affiliate's goods and services charged to such individual project are not specifically detailed in the approved AFE or authorization or exceed such amount, charges for such Affiliate shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

B. For an Affiliate's goods and/or services used in operations not requiring an AFE or other authorization from the Non-Operators, charges for such Affiliate's goods and services shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*), if the charges exceed \$ 100,000.00 in a given calendar year.

C. The cost of the Affiliate's goods or services shall not exceed average commercial rates prevailing in the area of the Joint Property, unless the Operator obtains the Non-Operators' approval of such rates. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation; provided, however, documentation of commercial rates shall not be required if the Operator obtains Non-Operator approval of its Affiliate's rates or

charges prior to billing Non-Operators for such Affiliate's goods and services. Notwithstanding the foregoing, direct charges for Affiliate-owned communication facilities or systems shall be made pursuant to Section II.12 (*Communications*).

If the Parties fail to designate an amount in Sections II.7.A or II.7.B, in each instance the amount deemed adopted by the Parties as a result of such omission shall be the amount established as the Operator's expenditure limitation in the Agreement. If the Agreement does not contain an Operator's expenditure limitation, the amount deemed adopted by the Parties as a result of such omission shall be zero dollars (\$ 0.00).

**8. DAMAGES AND LOSSES TO JOINT PROPERTY**

All costs or expenses necessary for the repair or replacement of Joint Property resulting from damages or losses incurred, except to the extent such damages or losses result from a Party's or Parties' gross negligence or willful misconduct, in which case such Party or Parties shall be solely liable.

The Operator shall furnish the Non-Operator written notice of damages or losses incurred as soon as practicable after a report has been received by the Operator.

**9. LEGAL EXPENSE**

Recording fees and costs of handling, settling, or otherwise discharging litigation, claims, and liens incurred in or resulting from operations under the Agreement, or necessary to protect or recover the Joint Property, to the extent permitted under the Agreement. Costs of the Operator's or Affiliate's legal staff or outside attorneys, including fees and expenses, are chargeable if they are related to or benefit the non operators contractual working interest.

Notwithstanding the foregoing paragraph, costs for procuring abstracts, fees paid to outside attorneys for title examinations (including joint account preliminary, supplemental, shut-in royalty opinions, division order title opinions), and curative work shall be chargeable to the /

**10. TAXES AND PERMITS**

All taxes and permitting fees of every kind and nature, assessed or levied upon or in connection with the Joint Property, or the production therefrom, and which have been paid by the Operator for the benefit of the Parties, including penalties and interest, except to the extent the penalties and interest result from the Operator's gross negligence or willful misconduct.

If ad valorem taxes paid by the Operator are based in whole or in part upon separate valuations of each Party's working interest, then notwithstanding any contrary provisions, the charges to the Parties will be made in accordance with the tax value generated by each Party's working interest.

Costs of tax consultants or advisors, the Operator's employees, or Operator's Affiliate employees in matters regarding ad valorem or other tax matters, are permitted as direct charges / to the extent Operator handles such tax matters on behalf of the Joint Account

Charges to the Joint Account resulting from sales/use tax audits, including extrapolated amounts and penalties and interest, are permitted,



provided the Non-Operator shall be allowed to review the invoices and other underlying source documents which served as the basis for tax charges and to determine that the correct amount of taxes were charged to the Joint Account. If the Non-Operator is not permitted to review such documentation, the sales/use tax amount shall not be directly charged unless the Operator can conclusively document the amount owed by the Joint Account.

#### **11. INSURANCE**

Net premiums paid for insurance required to be carried for Joint Operations for the protection of the Parties. If Joint Operations are conducted at locations where the Operator acts as self-insurer in regard to its worker's compensation and employer's liability insurance obligation, the Operator shall charge the Joint Account manual rates for the risk assumed in its self-insurance program as regulated by the jurisdiction governing the Joint Property. In the case of offshore operations in federal waters, the manual rates of the adjacent state shall be used for personnel performing work On-site, and such rates shall be adjusted for offshore operations by the U.S. Longshoreman and Harbor Workers (USL&H) or Jones Act surcharge, as appropriate.

#### **12. COMMUNICATIONS**

Costs of acquiring, leasing, installing, operating, repairing, and maintaining communication facilities or systems, including satellite, radio and microwave facilities, between the Joint Property and the Operator's office(s) directly responsible for field operations in accordance with the provisions of COPAS MFI-44 ("Field Computer and Communication Systems"). If the communications facilities or systems serving the Joint Property are Operator-owned, charges to the Joint Account shall be made as provided in Section II.6 (*Equipment and Facilities Furnished by Operator*). If the communication facilities or systems serving the Joint Property are owned by the Operator's Affiliate, charges to the Joint Account shall not exceed average commercial rates prevailing in the area of the Joint Property. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation.

#### **13. ECOLOGICAL, ENVIRONMENTAL, AND SAFETY**

Costs incurred for Technical Services and drafting to comply with ecological, environmental and safety Laws or standards recommended by Occupational Safety and Health Administration (OSHA) or other regulatory authorities. All other labor and functions incurred for ecological, environmental and safety matters, including management, administration, and permitting, shall be covered by Sections II.2 (*Labor*), II.5 (*Services*), or Section III (*Overhead*), as applicable.

Costs to provide or have available pollution containment and removal equipment plus actual costs of control and cleanup and resulting responsibilities of oil and other spills as well as discharges from permitted outfalls as required by applicable Laws, or other pollution containment and removal equipment deemed appropriate by the Operator for prudent operations, are directly chargeable.

#### **14. ABANDONMENT AND RECLAMATION**

Costs incurred for abandonment and reclamation of the Joint Property, including costs required by lease agreements or by Laws.

## **15. OTHER EXPENDITURES**

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II (*Direct Charges*), or in Section III (*Overhead*) and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

## **III. OVERHEAD**

As compensation for costs not specifically identified as chargeable to the Joint Account pursuant to Section II (*Direct Charges*), the Operator

shall charge the Joint Account in accordance with this Section III.

Functions included in the overhead rates regardless of whether performed by the Operator, Operator's Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- warehousing, other than for warehouses that are jointly owned under this Agreement
- design and drafting (except when allowed as a direct charge under Sections II.13, III.1.A(ii), and III.2, Option B)
- inventory costs not chargeable under Section V (*Inventories of Controllable Material*)
- procurement
- administration
- accounting and auditing
- gas dispatching and gas chart integration
- human resources
- management
- supervision not directly charged under Section II.2 (*Labor*)
- legal services not directly chargeable under Section II.9 (*Legal Expense*)
- taxation, other than those costs identified as directly chargeable under Section II.10 (*Taxes and Permits*)
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the Joint Property, other than On-site inspections /; reviewing, interpreting, or submitting comments on or lobbying with respect to Laws or proposed Laws.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and Personal Expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

### **1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS**

As compensation for costs incurred but not chargeable under Section II (*Direct Charges*) and not covered by other provisions of this Section III, the Operator shall charge on either:

- ☒ (Alternative 1) Fixed Rate Basis, Section III.1.B.
- ☐ (Alternative 2) Percentage Basis, Section III.1.C.

A. TECHNICAL SERVICES

(i) Except as otherwise provided in Section II.13 (*Ecological Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for **On-site** Technical Services, including third party Technical Services:

- ☒ (Alternative 1 – Direct) shall be charged direct to the Joint Account.
- ☐ (Alternative 2 – Overhead) shall be covered by the overhead rates.

(ii) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for **Off-site** Technical Services, including third party Technical Services:

- ☐ (Alternative 1 – All Overhead) shall be covered by the overhead rates.
- ☒ (Alternative 2 – All Direct) shall be charged direct to the Joint Account.
- ☐ (Alternative 3 – Drilling Direct) shall be charged direct to the Joint Account, only to the extent such Technical Services are directly attributable to drilling, redrilling, deepening, or sidetracking operations, through completion, temporary abandonment, or abandonment if a dry hole. Off-site Technical Services for all other operations, including workover, recompletion, abandonment of producing wells, and the construction or expansion of fixed assets not covered by Section III.2 (*Overhead - Major Construction and Catastrophe*) shall be covered by the overhead rates.

Notwithstanding anything to the contrary in this Section III, Technical Services provided by Operator's Affiliates are subject to limitations set forth in Section II.7 (*Affiliates*). Charges for Technical personnel performing non-technical work shall not be governed by this Section III.1.A, but instead governed by other provisions of this Accounting Procedure relating to the type of work being performed.

B. OVERHEAD—FIXED RATE BASIS

(1) The Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate per month \$ 10,000.00 (prorated for less than a full month)

Producing Well Rate per month \$ 1,000.00

(2) Application of Overhead—Drilling Well Rate shall be as follows:

(a) Charges for onshore drilling wells shall begin on the spud date and terminate on the date the drilling and/or completion equipment used on the well is released, whichever occurs later. Charges for offshore and inland waters drilling wells shall begin on the date the drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location, or is released, whichever occurs first. No charge shall be made during suspension of drilling and/or completion operations for fifteen (15) or more consecutive calendar days.

(b) Charges for any well undergoing any type of workover, recompletion, and/or abandonment for a period of five (5) or more consecutive work-days shall be made at the Drilling Well Rate. Such charges shall be applied for the period from date operations, with rig or other units used in operations, commence through date of rig or other unit release, except that no charges shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(3) Application of Overhead—Producing Well Rate shall be as follows:

(a) An active well that is produced, injected into for recovery or disposal, or used to obtain water supply to support operations for any portion of the month shall be considered as a one-well charge for the entire month.

(b) Each active completion in a multi-completed well shall be considered as a one-well charge provided each completion is considered a separate well by the governing regulatory authority.

(c) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well, unless the Drilling Well Rate applies, as provided in Sections III.1.B.(2)(a) or (b). This one-well charge shall be made whether or not the well has produced.

(d) An active gas well shut in because of overproduction or failure of a purchaser, processor, or transporter to take production shall be considered as a one-well charge provided the gas well is directly connected to a permanent sales outlet.

(e) Any well not meeting the criteria set forth in Sections III.1.B.(3) (a), (b), (c), or (d) shall not qualify for a producing overhead charge.

(4) The well rates shall be adjusted on the first day of April each year following the effective date of the Agreement; provided, however, if this Accounting Procedure is attached to or otherwise governing the payout accounting under a farmout agreement, the rates shall be adjusted on the first day of April each year following the effective date of such farmout agreement. The adjustment shall be computed by applying the adjustment factor most recently published by COPAS. The adjusted rates shall be the initial or amended rates agreed to by the Parties increased or decreased by the adjustment factor described herein, for each year from the effective date of such rates, in accordance with COPAS MFI-47 ("Adjustment of Overhead Rates").

## 2. **OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHE**

To compensate the Operator for overhead costs incurred in connection with a Major Construction project or Catastrophe, the Operator shall either negotiate a rate prior to the beginning of the project, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of the Operator's expenditure limit under the Agreement, or for any Catastrophe regardless of the amount. If the Agreement to which this Accounting Procedure is attached does not contain an expenditure limit, Major Construction Overhead shall be assessed for any single Major Construction project costing in excess of \$100,000 gross.

Major Construction shall mean the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, or in the dismantlement, abandonment, removal, and restoration of platforms, production equipment, and other operating facilities.

Catastrophe is defined as a sudden calamitous event bringing damage, loss, or destruction to property or the environment, such as an oil spill, blowout, explosion, fire, storm, hurricane, or other disaster. The overhead rate shall be applied to those costs necessary to restore the Joint Property to the equivalent condition that existed prior to the event.

A. If the Operator absorbs the engineering, design and drafting costs related to the project:

- (1) 5 % of total costs if such costs are less than \$100,000; plus
- (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2 % of total costs in excess of \$1,000,000.

B. If the Operator charges engineering, design and drafting costs related to the project directly to the Joint Account:

- (1) 5 % of total costs if such costs are less than \$100,000; plus
- (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2 % of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single Major Construction project shall not be treated separately, and the cost of drilling and workover wells and purchasing and installing pumping units and downhole artificial lift equipment shall be excluded. For Catastrophes, the rates shall be applied to all costs associated with each single occurrence or event.

On each project, the Operator shall advise the Non-Operator(s) in advance which of the above options shall apply.

For the purposes of calculating Catastrophe Overhead, the cost of drilling relief wells, substitute wells, or conducting other well operations directly resulting from the catastrophic event shall be included. Expenditures to which these rates apply shall not be reduced by salvage or insurance recoveries. Expenditures that qualify for Major Construction or Catastrophe Overhead shall not qualify for overhead under any other overhead provisions.

In the event of any conflict between the provisions of this Section III.2 and the provisions of Sections II.2 (*Labor*), II.5 (*Services*), or II.7 (*Affiliates*), the provisions of this Section III.2 shall govern.

### **3. AMENDMENT OF OVERHEAD RATES**

The overhead rates provided for in this Section III may be amended from time to time if, in practice, the rates are found to be insufficient or excessive, in accordance with the provisions of Section I.6.B (*Amendments*).

## **IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS**

The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and dispositions. The Operator shall provide all Material for use in the conduct of Joint Operations; however, Material may be supplied by the Non-Operators, at the Operator's option. Material furnished by any Party shall be furnished without any express or implied warranties as to quality, fitness for use, or any other matter.

### **1. DIRECT PURCHASES**

Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. The Operator shall make good faith efforts to take discounts offered by suppliers, but shall not be liable for failure to take discounts except to the extent such failure was the result of the Operator's gross negligence or willful misconduct. A direct purchase shall be deemed to occur when an agreement is made between an Operator and a third party for the acquisition of Material for a specific well site or location. Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material does not pass from the manufacturer, distributor, or agent until usage, is considered a direct purchase. If Material is found to be defective or is returned to the manufacturer, distributor, or agent for any other reason, credit shall be passed to the Joint Account within sixty (60) days after the Operator has received adjustment from the manufacturer, distributor, or agent.

### **2. TRANSFERS**

A transfer is determined to occur when the Operator (i) furnishes Material from a storage facility or from another operated property, (ii) has assumed liability for the storage costs and changes in value, and (iii) has previously secured and held title to the transferred Material. Similarly, the removal of Material from the Joint Property to a storage facility or to another operated property is also considered a transfer; provided, however, Material that is moved from the Joint Property to a storage location for safe-keeping pending disposition may remain charged to the Joint Account and is not considered a transfer. Material shall be disposed of in accordance with Section IV.3 (*Disposition of Surplus*) and the Agreement to which this Accounting Procedure is attached.

### **A. PRICING**

The value of Material transferred to/from the Joint Property should generally reflect the market value on the date of physical transfer. Regardless of the pricing method used, the Operator shall make available to the Non-Operators sufficient documentation to verify the Material valuation. When higher than specification grade or size tubulars are used in the conduct of Joint Operations, the Operator shall charge the Joint Account at the equivalent price for well design specification tubulars, unless such higher specification grade or sized tubulars are approved by the Parties pursuant to Section I.6.A (*General Matters*). Transfers of new Material will be priced

using one of the following pricing methods; provided, however, the Operator shall use consistent pricing methods, and not alternate between methods for the purpose of choosing the method most favorable to the Operator for a specific transfer:

(1) Using published prices in effect on date of movement as adjusted by the appropriate COPAS Historical Price Multiplier (HPM) or prices provided by the COPAS Computerized Equipment Pricing System (CEPS).

(a) For oil country tubulars and line pipe, the published price shall be based upon eastern mill carload base prices (Houston, Texas, for special end) adjusted as of date of movement, plus transportation cost as defined in Section IV.2.B (*Freight*).

(b) For other Material, the published price shall be the published list price in effect at date of movement, as listed by a Supply Store nearest the Joint Property where like Material is normally available, or point of manufacture plus transportation costs as defined in Section IV.2.B (*Freight*).

(2) Based on a price quotation from a vendor that reflects a current realistic acquisition cost.

(3) Based on the amount paid by the Operator for like Material in the vicinity of the Joint Property within the previous twelve (12) months from the date of physical transfer.

(4) As agreed to by the Participating Parties for Material being transferred to the Joint Property, and by the Parties owning the Material for Material being transferred from the Joint Property.

#### **B. FREIGHT**

Transportation costs shall be added to the Material transfer price using the method prescribed by the COPAS Computerized Equipment Pricing System (CEPS). If not using CEPS, transportation costs shall be calculated as follows:

(1) Transportation costs for oil country tubulars and line pipe shall be calculated using the distance from eastern mill to the Railway Receiving Point based on the carload weight basis as recommended by the COPAS MFI-38 ("Material Pricing Manual") and other COPAS MFIs in effect at the time of the transfer.

(2) Transportation costs for special mill items shall be calculated from that mill's shipping point to the Railway Receiving Point. For transportation costs from other than eastern mills, the 30,000-pound interstate truck rate shall be used. Transportation costs for macaroni tubing shall be calculated based on the interstate truck rate per weight of tubing transferred to the Railway Receiving Point.

(3) Transportation costs for special end tubular goods shall be calculated using the interstate truck rate from Houston, Texas, to the Railway Receiving Point.

(4) Transportation costs for Material other than that described in Sections IV.2.B.(1) through (3), shall be calculated from the Supply Store or point of manufacture, whichever is appropriate, to the Railway Receiving Point

Regardless of whether using CEPS or manually calculating transportation costs, transportation costs from the Railway Receiving Point to the Joint Property are in addition to the foregoing, and may be charged to the Joint Account based on actual costs incurred. All transportation costs are subject to Equalized Freight as provided in Section II.4 (*Transportation*) of this Accounting Procedure.

#### **C. TAXES**

Sales and use taxes shall be added to the Material transfer price using either the method contained in the COPAS Computerized Equipment Pricing System (CEPS) or the applicable tax rate in effect for the Joint Property at the time and place of transfer. In either case, the Joint Account shall be charged or credited at the rate that would have governed had the Material been a direct purchase.

#### **D. CONDITION**

(1) Condition "A" – New and unused Material in sound and serviceable condition shall be charged at one hundred percent (100%) of the price as determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*). Material transferred from the Joint Property that was not placed in service shall be credited as charged without gain or loss; provided, however, any unused Material that was charged to the Joint Account through a direct purchase will be credited to the Joint Account at the original cost paid less restocking fees charged by the vendor. New and unused Material transferred from the Joint Property may be credited at a price other than the price originally charged to the Joint Account provided such price is approved by the Parties owning such Material, pursuant to Section I.6.A (*General Matters*). All refurbishing costs required or necessary to return the Material to original condition or to correct handling, transportation, or other damages will be borne by the divesting property. The Joint Account is responsible for Material preparation, handling, and transportation costs for new and unused Material charged to the Joint Property either through a direct purchase or transfer. Any preparation costs incurred, including any internal or external coating and wrapping, will be credited on new Material provided these services were not repeated for such Material for the receiving property.

(2) Condition "B" – Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by seventy-five percent (75%).

Except as provided in Section IV.2.D(3), all reconditioning costs required to return the Material to Condition "B" or to correct handling, transportation or other damages will be borne by the divesting property.

If the Material was originally charged to the Joint Account as used Material and placed in service for the Joint Property, the Material will be credited at the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) multiplied by sixty-five percent (65%).

Unless otherwise agreed to by the Parties that paid for such Material, used Material transferred from the Joint Property that was not placed in service on the property shall be credited as charged without gain or loss.



(3) Condition "C" – Material that is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by fifty percent (50%).

The cost of reconditioning may be charged to the receiving property to the extent Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(4) Condition "D" – Material that (i) is no longer suitable for its original purpose but useable for some other purpose, (ii) is obsolete, or (iii) does not meet original specifications but still has value and can be used in other applications as a substitute for items with different specifications, is considered Condition "D" Material. Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing, or drill pipe utilized as line pipe shall be priced at used line pipe prices. Casing, tubing, or drill pipe used as higher pressure service lines than standard line pipe, e.g., power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non-upset basis. For other items, the price used should result in the Joint Account being charged or credited with the value of the service rendered or use of the Material, or as agreed to by the Parties pursuant to Section 1.6.A (*General Matters*).

(5) Condition "E" – Junk shall be priced at prevailing scrap value prices.

#### **E. OTHER PRICING PROVISIONS**

##### **(1) Preparation Costs**

Subject to Section II (*Direct Charges*) and Section III (*Overhead*) of this Accounting Procedure, costs incurred by the Operator in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged to the Joint Account at prices which reflect the Operator's actual costs of the services. Documentation must be provided to the Non-Operators upon request to support the cost of service. New coating and/or wrapping shall be considered a component of the Materials and priced in accordance with Sections IV.1 (*Direct Purchases*) or IV.2.A (*Pricing*), as applicable. No charges or credits shall be made for used coating or wrapping. Charges and credits for inspections shall be made in accordance with COPAS MFI-38 ("Material Pricing Manual").

##### **(2) Loading and Unloading Costs**

Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with the methods specified in COPAS MFI-38 ("Material Pricing Manual").

#### **3. DISPOSITION OF SURPLUS**

Surplus Material is that Material, whether new or used, that is no longer required for Joint Operations. The Operator may purchase, but shall be under no obligation to purchase, the interest of the Non-Operators in surplus Material.

Dispositions for the purpose of this procedure are considered to be the relinquishment of title of the Material from the Joint Property to either a third party, a Non-Operator, or to the Operator. To avoid the accumulation of surplus Material, the Operator should make good faith efforts to dispose of surplus within twelve (12) months through buy/sale agreements, trade, sale to a third party, division in kind, or other dispositions as agreed to by the Parties.

Disposal of surplus Materials shall be made in accordance with the terms of the Agreement to which this Accounting Procedure is attached. If the Agreement contains no provisions governing disposal of surplus Material, the following terms shall apply:

- The Operator may, through a sale to an unrelated third party or entity, dispose of surplus Material having a gross sale value that is less than or equal to the Operator's expenditure limit as set forth in the Agreement to which this Accounting Procedure is attached without the prior approval of the Parties owning such Material.
- If the gross sale value exceeds the Agreement expenditure limit, the disposal must be agreed to by the Parties owning such Material.
- Operator may purchase surplus Condition "A" or "B" Material without approval of the Parties owning such Material, based on the pricing methods set forth in Section IV.2 (*Transfers*).
- Operator may purchase Condition "C" Material without prior approval of the Parties owning such Material if the value of the Materials, based on the pricing methods set forth in Section IV.2 (*Transfers*), is less than or equal to the Operator's expenditure limitation set forth in the Agreement. The Operator shall provide documentation supporting the classification of the Material as Condition C.
- Operator may dispose of Condition "D" or "E" Material under procedures normally utilized by Operator without prior approval of the Parties owning such Material.

#### **4. SPECIAL PRICING PROVISIONS**

##### **A. PREMIUM PRICING**

Whenever Material is available only at inflated prices due to national emergencies, strikes, government imposed foreign trade restrictions, or other unusual causes over which the Operator has no control, for direct purchase the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, making it suitable for use, and moving it to the Joint Property. Material transferred or disposed of during premium pricing situations shall be valued in accordance with Section IV.2 (*Transfers*) or Section IV.3 (*Disposition of Surplus*), as applicable.

##### **B. SHOP-MADE ITEMS**

Items fabricated by the Operator's employees, or by contract laborers under the direction of the Operator, shall be priced using the value of the Material used to construct the item plus the cost of labor to fabricate the item. If the Material is from the Operator's

scrap or junk account, the Material shall be priced at either twenty-five percent (25%) of the current price as determined in Section IV.2.A (*Pricing*) or scrap value, whichever is higher. In no event shall the amount charged exceed the value of the item commensurate with its use.

C. **MILL REJECTS**

Mill rejects purchased as "limited service" casing or tubing shall be priced at eighty percent (80%) of K-55/J-55 price as determined in Section IV.2 (*Transfers*). Line pipe converted to casing or tubing with casing or tubing couplings attached shall be priced as K-55/J-55 casing or tubing at the nearest size and weight.

**V. INVENTORIES OF CONTROLLABLE MATERIAL**

The Operator shall maintain records of Controllable Material charged to the Joint Account, with sufficient detail to perform physical inventories.

Adjustments to the Joint Account by the Operator resulting from a physical inventory of Controllable Material shall be made within twelve (12) months following the taking of the inventory or receipt of Non-Operator inventory report. Charges and credits for overages or shortages will be valued for the Joint Account in accordance with Section IV.2 (*Transfers*) and shall be based on the Condition "B" prices in effect on the date of physical inventory unless the inventorying Parties can provide sufficient evidence another Material condition applies.

I. ***DIRECTED INVENTORIES***

Physical inventories shall be performed by the Operator upon written request of a majority in working interests of the Non-Operators (hereinafter, "directed inventory"); provided, however, the Operator shall not be required to perform directed inventories more frequently than once every five (5) years. Directed inventories shall be commenced within one hundred eighty (180) days after the Operator receives written notice that a majority in interest of the Non-Operators has requested the inventory. All Parties shall be governed by the results of any directed inventory.

Expenses of directed inventories will be borne by the Joint Account; provided, however, costs associated with any post-report follow-up work in settling the inventory will be absorbed by the Party incurring such costs. The Operator is expected to exercise judgment in keeping expenses within reasonable limits. Any anticipated disproportionate or extraordinary costs should be discussed and agreed upon prior to commencement of the inventory. Expenses of directed inventories may include the following:

- A. A per diem rate for each inventory person, representative of actual salaries, wages, and payroll burdens and benefits of the personnel performing the inventory or a rate agreed to by the Parties pursuant to Section I.6.A (*General Matters*). The per diem rate shall also be applied to a reasonable number of days for pre-inventory work and report preparation.
- B. Actual transportation costs and Personal Expenses for the inventory team.
- C. Reasonable charges for report preparation and distribution to the Non-Operators.

2. *NON-DIRECTED INVENTORIES*

A. OPERATOR INVENTORIES

Physical inventories that are not requested by the Non-Operators may be performed by the Operator, at the Operator's discretion. The expenses of conducting such Operator-initiated inventories shall not be charged to the Joint Account.

B. NON-OPERATOR INVENTORIES

Subject to the terms of the Agreement to which this Accounting Procedure is attached, the Non-Operators may conduct a physical inventory at reasonable times at their sole cost and risk after giving the Operator at least ninety (90) days prior written notice. The Non-Operator inventory report shall be furnished to the Operator in writing within ninety (90) days of completing the inventory fieldwork.

C. SPECIAL INVENTORIES

The expense of conducting inventories other than those described in Sections V.1 (*Directed Inventories*), V.2.A (*Operator Inventories*), or V.2.B (*Non-Operator Inventories*), shall be charged to the Party requesting such inventory; provided, however, inventories required due to a change of Operator shall be charged to the Joint Account in the same manner as described in Section V.1 (*Directed Inventories*).

**Exhibit "B"**  
**List of Interested Parties**  
Downtown Greeley Project  
Township 5 North, Range 65 West, 6th P.M.  
Section 5: NW¼  
Section 6: N½

Full Name	Address 1	Address 2	City	State	Zip
1017 5th Street LLC	P O BOX 467		PLATTEVILLE	CO	80651
1933 4 St LLC	38375 CR 55		EATON	CO	80615
21st Century Investments, LLC	P.O. BOX 518		Greeley	CO	80632
4K REAL ESTATE LLC	405 16TH AVE		GREELEY	CO	80631
Aaron E Carlson And Rachel A Carlson	8835 E FIRETHORN DR		LOVELAND	CO	80538
Aaron Moses Bates And Sandra M Bates	P O BOX 1064		GOLD BEACH	OR	97444-1064
Abdulati Guma El-Taeb	1840 42nd St		Evans	CO	80620
Abelardo Vega	1711 E 16th St		GREELEY	CO	80631
Abigail Cadena And Jorge Juan Silva Mireles	1604 HABITAT LN		GREELEY	CO	80631
Ace Enterprise, LLC	2200 2 ST		GREELEY	CO	80631
Adam Kenyon	3621 Haven Court		Arvada	CO	80004
Adam L Holloway	2206 2ND ST		GREELEY	CO	80631
Adan Moctezuma	132 14 AVE		GREELEY	CO	80631
Adrian H Parra And Socorro Parra	1619 HABITAT LN		GREELEY	CO	80631
Adrian Murphy	300 21st Ave		GREELEY	CO	80631
Adriane A Maldonado and Harry Trujillo And David Trujillo	C/O ADRAINE MALDONADO	1024 4TH ST	GREELEY	CO	80631
Agustin Lopez	1309 4TH ST		GREELEY	CO	80631
Al Frente De Lucha	PO BOX 200021		Evans	CO	80620
Albert Lee Kuhn	5600 W. 26th Street		GREELEY	CO	80634
Alberto Dominguez And Maria A Dominguez And Virginia M Dominguez	1607 HABITAT LN		GREELEY	CO	80631
Alberto Hernandez	318 10 AVE		GREELEY	CO	80631
Alfonso Perez and Esperanza Perez	930 4TH STREET		GREELEY	CO	80631
Alfonso Vargas	1226 4 ST		GREELEY	CO	80631
Alfred Silva And Irene E Silva	205 19TH AVE		GREELEY	CO	80631
Allison K Mock-Murphy	2336 C ST		GREELEY	CO	80631

Ally Investors LLC	2075 S University 135		Denver	CO	80209
Alvin Ray Reich And Fern Louise Reich	2122 4 ST		GREELEY	CO	80631
Alvina Arellano De Sanchez and Ricardo A Sanchez And Ricardo Sanchez Jimenez	819 4 ST		GREELEY	CO	80631
Amber D Sabell	2216 2 ST		GREELEY	CO	80631
Ambrosia Rivera And Sharon Rivera	305 21 AVE		GREELEY	CO	80631
Ambrosio Rodriguez And Vianey Rodriguez	312 N 9 AVE		GREELEY	CO	80631
Ambrosio Rodriguez And Vianey Hernandez Rodriguez	308 N 9 AV		GREELEY	CO	80631
Amisael R Soto	401 10th Ave		GREELEY	CO	80631
Amisael Soto And Gloria Velasquez DeSoto	411 10th Ave		Greeley	CO	80631
Ana E Santillan	238 16th Ave		DENVER	CO	80216
Ana G Ayala And Hector J Rivera	1605 5 ST		GREELEY	CO	80631
Anastacio Tellez and Lillian Tellez	918 3RD ST		GREELEY	CO	80631
Andres Carrillo And Concepcion Carrillo	415 14 AVE		GREELEY	CO	80631
Andres G Casarez and Cathy M Casarez	146 16 AVE CT		GREELEY	CO	80631
Andrew J Sigg	1315 2 Street		Greeley	CO	80631
Angel Luna	304 18 AVE		GREELEY	CO	80631
Angel Rodriguez	2313 5th Ave		GREELEY	CO	80631
Angel Valasquez	1816 26 AV		GREELEY	CO	80634
Angelic Properties LLC	2423 C ST NW		GREELEY	CO	80631
Angelica Terrazas	3500 35 AVE #188		GREELEY	CO	80634
Angelica Villegas	310 10TH AVE		GREELEY	CO	80631
Angelita Nevarez-Sanchez	416 16 AVE		GREELEY	CO	80631
Aniseta Leon	1306 4 ST		GREELEY	CO	80631
Ann Richardson And Jim Thomason	225 19 AVE CT		GREELEY	CO	80634
Anna Mancha	312 9 AVE		GREELEY	CO	80631
Annette Marquez	205 N 9TH AVE		GREELEY	CO	80631
Annie Aguilar And Grace Miller	320 13 AVE		GREELEY	CO	80631
Annie J Garcia And Frances Garcia	P O BOX 757		GREELEY	CO	80632-0757
Anthony Estrada	793 Bluegrass Way		GREELEY	CO	80631
Antonio Delacruz And Silvia Delacruz	436 M PACIFIC AVE 4		SAN PEDRO	CA	90731

Antonio Meza And Ramona Meza	310 12 AVE		GREELEY	CO	80631
Antonio Ramirez And Maria Ramirez And Juan Ramirez	C/O ANTONIO & MARIA RAMIREZ	1123 5 ST	GREELEY	CO	80631
Antonio Ramirez And Rosenda Ramirez	2216 A ST		GREELEY	CO	80631
Archdiocese Of Denver	Attention Theresa Whaley	1300 S STEELE ST	DENVER	CO	80210
Archdiocese Of Denver	ATTN PROPERTY & REAL EST DEPT	1300 S STEELE ST	DENVER	CO	80210
Ardith L Michals	2305 25 ST RD		GREELEY	CO	80634
Armando Conchas And Olga Conchas	300 10 AVE		GREELEY	CO	80631
Armando Garza And Lisa G Garza	16757 WCR 25		Plateville	CO	80651
Arturo M Loya And Norma A Loya	1386 PLAINS CT		EATON	CO	80615
Arturo Martinez And Maria Martinez	1211 4 ST		GREELEY	CO	80631
Aslan Carillo	P O BOX 702		GREELEY	CO	80632
Assembly Faith Christ Jesus Apostolic	ATTN: Mario Mata	10807 LAUREL ST	RANCHO CUCAMONGA	CA	91730
Aurelio Saucedo And Marcie Saucedo	922 B ST		GREELEY	CO	80631
Avelino Burrola and Aurora Burrola	306 12 AVE		GREELEY	CO	80631
B Renee Alford aka Renee Alford	PO Box 1012		GREELEY	CO	80632
Bank New York Trust Company N A	3232 Newmark Drive		Miamisburg	OH	45342
Bank of New York	400 Countrywide Way SV 35	PO Box 10232	Simi Valley	CA	93065
Beefit Corp	134 OAK ST		EATON	CO	80615
Benigno Ontiveros and Veronica Flores	123 16TH AVE CT		GREELEY	CO	80631
Benito Griego and Josephine Griego	1311 5 ST		GREELEY	CO	80631
Benjamin D Weber	213 20 AVCT		GREELEY	CO	80631
Benjamin Martinez-Andujo and Ingrid Patricia Martinez	312 21 AV CT		GREELEY	CO	80631
Benjamin Schmitt	2208 2 ST		GREELEY	CO	80631
Bernabe Ramirez	806 4TH ST		GREELEY	CO	80631
Bertha Chavez	316 21 AVCT		GREELEY	CO	80631
Betta R A Locke And Bruce C Locke	208 12th Avenue		Greeley	CO	80631
Big R Of Greeley Inc	P O BOX 1608		GREELEY	CO	80632
Billy Bob Sexton And Gladys L Sexton	32487 HWY 37		GILL	CO	80624

Billy L Inskeep And Cynthia K Inskeep	154 N 21 AVE		GREELEY	CO	80631
Birchwood Properties LLC	PO Box 273383		FORT COLLINS	CO	80526
Blanca E Aragon And Luz E Aragon	214 19 AVE		GREELEY	CO	80631
Blanca H Orozco	139 19 AVE CT		GREELEY	CO	80631
BNSF Railway Company	2650 Lou Menk Drive		Fort Worth	TX	76131-2830
Bonifacio Naranjo-Arellano and Fray M Naranjo-Garcia	148 20 AVE CT		GREELEY	CO	80634
Brad Elliott And Raquel Jandreau And Shawn Elliott	C/O TRI	1422 8TH AVE	GREELEY	CO	80631
Brenda Lopez And David Ramirez And Socorro Ramirez Lopez	2212 A ST		GREELEY	CO	80631
Bruno Felix And Sylvia Felix	183 20 AVE CT		GREELEY	CO	80631
C Investments LLC	12682 Shiloh Road		GREELEY	CO	80631
Camco LLC	8340 Loudon Circle		Windsor	CO	80550
Carl Gabel And Carla Gabel	26607 CR 60 1/2		GREELEY	CO	80631
Carlos Chavez and Oralia Y Chavez And Joe Alex Gonzales	240 22 AVE CT		GREELEY	CO	80631
Carlos E Roybal And Erinea Roybal	1820 2ND ST		GREELEY	CO	80631
Carol Ann Navarro And Juan L Zamora	940 C ST		GREELEY	CO	80631
Cecilio Madrid	1613 5 ST		GREELEY	CO	80631
Celestino Corral	235 22 AVCT		GREELEY	CO	80631
Central Latin American District Council of the Assemblies of God	C/O Trinity Assembly	906 10th St Ste 154	Greeley	CO	80631
Chad Arnold And Cristine Arnold	PO BOX 145		SEVERANCE	CO	80546-0145
Charlene Ramirez and Marco Ramirez	217 20 AVE CT		GREELEY	CO	80631
Charles F Wilson	1525 5th Street		Greeley	CO	80631
Charles L Baird And Ramona C Baird	1209 4th Street		GREELEY	CO	80631
Chelsey Bauder and Jacob Lehmkuhl	1201 2nd Street		Greeley	CO	80631
Christene E Wick	27195 County Rd 66		Gill	CO	80624
Christina Cordova	1313 4th Street		EVANS	CO	80631
Christopher E Arnold	2218 A STREET RD		GREELEY	CO	80631
Christopher Hoffer and Carl Stull And Megan Stull	10101 W 13th Street Rd		GREELEY	CO	80634-2722



Christopher M Jackson And Beverly R Jackson	2210 A ST RD		GREELEY	CO	80631
Cindy R Martinez And Carol Jane Zamora And Eloy Luna Zamora	3604 MARIGOLD ST		EVANS	CO	80620
Cipriano Sotelo and Norma Sotelo	225 22ND AVE CT		GREELEY	CO	80631
City of Greeley, a Municipal Corporation	1000 10th Street		GREELEY	CO	80631
Clarence T Woods	316 19 AVE		GREELEY	CO	80631
Clark B Henry	2223 72 AV		GREELEY	CO	80634
Claro Pacheco Fernandez	308 13 AVE		GREELEY	CO	80631
Clay C Stanley And Wesley H Sargent	5412 VARDON WAY		FORT COLLINS	CO	80528
Clinton N Bashor And Janet G Bashor	41455 CR 106		BRIGGSDALE	CO	80611
Clorinda R Trujillo	221 19TH AVE		GREELEY	CO	80631
Cody R Cogswell	310 21 AV PL		GREELEY	CO	80631
Colorado Big R Greeley Inc	PO BOX 1608		GREELEY	CO	80632
Colorado Department of Transportation	4201 E. Arkansas Ave., Room 212		GREELEY	CO	80631
Colorado Housing Finance Authority	1981 BLAKE STREET		DENVER	CO	80202-1272
Comer Industrial Park LLC	213 6TH AVE		GREELEY	CO	80631
Connie J Christensen	169 19 AVE CT		GREELEY	CO	80631
Coseo Properties, Inc.	10920 Via Frontera	Suite 420	San Diego	CA	92127
Cosme Lerma And Placida R Lerma And Saul C Lerma	PO BOX 743		GREELEY	CO	80632
Craig A Burden And Lea M Burden	2203 A ST		GREELEY	CO	80631
Craig L Turvey	404 9 AVE		GREELEY	CO	80631
Creative Estates LLC	PO Box 1170		Niwot	CO	80544
Cristina Quezada Sanchez	1207 2nd Street		Greeley	CO	80631
Dale Dean Keener And Nita May Keener	429 12TH AVE		GREELEY	CO	80631
Damacio Gutierrez	809 4 ST		GREELEY	CO	80631
Daniel Bryan Reyes and Heather Leeann Reyes	2223 A ST		GREELE	CO	80631
Daniel G Morales and Amada Morales	2100 36 ST CT		EVANS	CO	80620
Daniel J Brandow And Kathy A Brandow	1896 Lorca Drive Apt 83		Santa Fe	NM	875056009
Daniel Solis And Carmen Solis	206 16TH AVE CT		GREELEY	CO	80631
Daniel Walter Kulp Jr	25026 WCR 18		Keenesburg	CO	80643

Danny L Miller And Hannah T Miller	P O BOX 467		PLATTEVILLE	CO	80651-0467
Darcey L Gunn And Ann M Gunn	1350 W 8 ST		Greeley	CO	80631
Darrin Wayne Morse	149 N 21st Ave		GREELEY	CO	80631
David E Orr	224 19 AVE CT		GREELEY	CO	80631
David H Werking And Clara R Werking	4250 W 16TH ST #4		GREELEY	CO	80634
David J Chapman And Patricia A Chapman	1920 2 ST		GREELEY	CO	80631
David Jaramillo	411 16th Ave		GREELEY	CO	80631
David Jimenez And Annette J Jimenez	307 21 AVE CT		GREELEY	CO	80631
David L Adolph And Carol A Adolph	PO Box 882		GREELEY	CO	80632
David L Gomez And Veronica Gomez	209 21 AVE CT		GREELEY	CO	80631
David L Sanchez And Ebbie A Sanchez	205 21 AV CT		GREELEY	CO	80631
David M Ramirez and Erlinda Ramirez	822 3RD ST		GREELEY	CO	80631
David Ortega And Rosa A Ortega	304 13 AVE		GREELEY	CO	80631
David Stickler	P O BOX 7063		LOVELAND	CO	80537
David Thomas Harvey	202 21ST AV CT		GREELEY	CO	80631
David W Watkins and Mary Ellen Watkins	203 21 AVE		GREELEY	CO	80631
David Weber	403 16TH AVE		GREELEY	CO	80631
David Zubia and Martha Zubia	147 20TH AVE CT		GREELEY	CO	80631
Debbie Roybal and Carlos Roybal	315 19th Ave CT		GREELEY	CO	80631
Deborah Boothe	6476 CORALBERRY CT		NIWOT	CO	80503
Delma Flores	224 N 9TH AVE		GREELEY	CO	80631
Delores S Marquez	1001 B ST		GREELEY	CO	80631
Dennis L Martinez and Ida M Martinez	133 16 AVE		GREELEY	CO	80631
Deutsche Bank National Trust Company	MAILCODE NC4743	1100 CORPORATION CENTER DR	RALEIGH	NC	27607
Dianne Lewis	2109 5 ST		GREELEY	CO	80631
Dolores E Fernandez And Emilia Reyes	311 12 AVE		GREELEY	CO	80631
Dolores Guerrero	326 21 AVE		GREELEY	CO	80631
Dolores Gutierrez And Agedita Trevino	1308 4 ST		GREELEY	CO	80631
Domingo Rios and Rios Ester	165 20 AVE CT		GREELEY	CO	80631
Don A Elliott	C/O TRI	P O BOX 763	GREELEY	CO	80632

Donaciano Andres Garcia And Andrea Garcia	408 11TH AVE		GREELEY	CO	80631
Donald A Elliott And Anna Janelle Elliott	1430 8 AVE #2		GREELEY	CO	80631
Donald M Mcleod And David M Helzer	PO Box 273383		Ft. Collins	CO	80526
Dorothy E Rodman and William A Rodman	3613 F ST		GREELEY	CO	80631
Douglas J Taub	C/O Dependable Property Mgmt	114 37th Street	Evans	CO	80620
Douglas James Staudinger	24260 Highway 392		GREELEY	CO	80631
Douglas L Austin And Lila M Austin	5517 W 3RD ST		GREELEY	CO	80634
Dugan Funeral Services Inc	751 N LINCOLN		FREMONT	NE	68025
Dulces N Hernandez And Lorenza Hernandez	20355 CR 74		EATON	CO	80615
E L Geraldine McKinney	403 21ST AVENUE		GREELEY	CO	80631
Eden D Habte	815 5 ST		GREELEY	CO	80631
Eduardo Hernandez and Maria Hernandez	317 18th AVE		GREELEY	CO	80631
Eduardo Ramirez and Maria Rebecca Ramirez	7611 PLATEAU RD		GREELEY	CO	80634-9385
Edward Alaniz and Moran Liliana	208 17 AV		GREELEY	CO	80631
Edward Rangel	146 21 AVE		GREELEY	CO	80631
Edwardo F Sanchez and Jesusita Sanchez	1212 4TH ST		GREELEY	CO	80631
Efrain Carmona And Matilde Carmona	1611 HABITAT LN		GREELEY	CO	80631
Efrain Puente-Tovar	3404 LILAC CT		EVANS	CO	80620
Elaine B Ryan	1601 44TH AVE CT #3		GREELEY	CO	80634
Elaria O Mercado And Michael J Mercado And Guadalupe Rodriguez And America Rodriguez	825 1 ST		GREELEY	CO	80631
Elda Montes	2204 A ST		GREELEY	CO	80631
Elias A Terrazas And Martha P Terrazas	1603 42 ST		EVANS	CO	80620
Elias I Garcia	419 N 3RD STREET		Lasalle	CO	80645
Eliberto Meza	1007 5TH ST		GREELEY	CO	80631
Elida Beatrice Rodriguez	1706 HABITAT LN		GREELEY	CO	80631
Eligio Ruybal And Mary Ann Ruybal	2223 33RD AVE		GREELEY	CO	80634
Eligio Zamora And Janie Zamora	133 19 AVE CT		GREELEY	CO	80631
Elipidio Arce And Johanna D Arce And	160 20 AVE CT		GREELEY	CO	80631

Maria E Arce					
Elisabeth Soenksen	306 13TH AVE		GREELEY	CO	80631
Eloy J Zamora And Sue A Zamora	2505 49 AVE CT		GREELEY	CO	80634
Elsa Jurado	7300 W 21st Street		Greeley	CO	80634
Elvia Marquez And Ramon Marquez	104 EKLUND WAY		GREELEY	CO	80631
Emily A Lopez	234 16 AVE		GREELEY	CO	80631
Emma N Cruz	104 16 AVE		GREELEY	CO	80631
Emmanuel Ochoa	621 STARKS RD DR		LAS VEGAS	NV	89107
Enrique Parra And Maria D Parra And Marvin Rivera And Marisol Rivera	1006 B ST		GREELEY	CO	80631
Epifanio Soto	109 16 AVE		GREELEY	CO	80631
Equable Investment Corporation	14750 PECOS ST		WESTMINSTER	CO	80023
Eric Joaquin Hubbard	1302 4th St		GREELEY	CO	80631
Erik Lara and Vicente Floridalma	2224 A ST		GREELEY	CO	80631
Erlinda M Sanchez	1800 HABITAT LN		GREELEY	CO	80631
Erlinda Sendejo	1017 4TH ST		GREELEY	CO	80631
Erma Gonzalez	404 32nd St		Evans	CO	80620
Ernest Garcia And Mary Ida Garcia	130 N 9 AVE		GREELEY	CO	80631
Ernest L Duran	702 RIVER VIEW DR		GREELEY	CO	80634-9391
Ernestine R Valencia And Ruddy A Valencia	414 16 AVE		GREELEY	CO	80631
Ernesto Lizarraga And Sandra Lizarraga	213 16 AVE		GREELEY	CO	80631
Ernesto Martinez And Bibianita Martinez	128 16 AVE		GREELEY	CO	80631
Ernesto Quezada	164 21 AVE		GREELEY	CO	80631
Esther Camacho	157 19 AVCT		GREELEY	CO	80631
Esther M Gomez	914 4 ST		GREELEY	CO	80631
Eugene A Williams And Debra Williams	215 21 AVE		GREELEY	CO	80631
Eugene D Muse And Florence Muse	5334 UTE CIR		GREELEY	CO	80634
Eugenia T Trujillo	C/O DAVID TRUJILLO	104 N 9TH AVE	GREELEY	CO	80631
EULALIO SALDANA And ELBA SALDANA	319 N 9TH AVE		GREELEY	CO	80631
Eva Castillo	303 18 AV		GREELEY	CO	80631
Evangelina Martinez and Jorge Martinez	201 21 AV CT		GREELEY	CO	80631
Evangeline T Sandoval	411 16 AVE CT		GREELEY	CO	80631

Evelyn O McKinney	2117 5 ST		GREELEY	CO	80631
EW LLC	C/O EDEN WOLDU	8501 E ALAMEDA AVE #811	DENVER	CO	80230
Fabian Delgado and Martha Delgado	401 Timberline Road 217		Ft. Collins	CO	80524
Fannie Mae aka Federal National Mortgage Association	13455 Noel Road	Suite 600	Dallas	TX	75240
Fannie Mae, aka Federal National Mortgage Association	International Plaza II	14221 Dallas Parkway, Ste. 1000	Dallas	TX	752542916
Federal Home Loan Mortgage Corp	5000 PLANO PKWY		CARROLLTON	TX	75010
Federico Lopez	402 16 AVE		GREELEY	CO	80631
Federico Ochoa- Castrejon	2524 28TH AVE		GREELEY	CO	80634-7633
Felicitas Carrera	1812 HABITAT LN		GREELEY	CO	80631
Felipe D Zamudio- Carbajal	931 B STREET		GREELEY	CO	80631
Felipe G Hernandez	817 1 ST		GREELEY	CO	80631
Felipe Jimenez	302 10 AVE		GREELEY	CO	80631
Felix Casas And Maria D Casas	214 17 AV		GREELEY	CO	80631
Felix F Vasquez And Frances Vasquez	4424 2 ST		GREELEY	CO	80634
Fendmore Properties, LLC	633 COYOTE HILL		COLFAX	CA	95713
Fendmore Properties, LLC (50%) And James Ray Rucker And Dorothy M Rucker (50%)	633 COYOTE HILL RD		COLFAX	CA	95713
Feng Chin Huang and Te Hung Huang	107 40 AVE		GREELEY	CO	80634
Fernando J Cisneros And Suzanne M Cisneros	226 16 AV		GREELEY	CO	80631
Flavio Lopez	181 19 AVE CT		GREELEY	CO	80631
Florencio Tul-Id And Pilar Tul-Id	311 21 AVENUE CT		GREELEY	CO	80631
Florinda Macias	P O BOX 315		DONA ANA	NM	88032
Floyd Padilla And Minnie Padilla	928 C ST		GREELEY	CO	80631
Frances Prego	447 SW 24TH ST		CAPE CORAL	FL	33991
Frances Roybal	1303 4TH ST		GREELEY	CO	80631
Francis J Potwora And Dorothy G Potwora	5177 WEST LAKE PL		LITTLETON	CO	80123
Francisco Alvarado And Eufemia Alvarado	1718 HABITAT LN		GREELEY	CO	80631

Francisco J Gallegos and Christine M Gallegos	223 18 AV		GREELEY	CO	80631
Francisco Loma And Agapita Loma	2114 4TH STREET		GREELEY	CO	80631
Frank A Gomez	917 4 ST		GREELEY	CO	80631
Frank Gutierrez And Rebecca Gutierrez	926 B ST		GREELEY	CO	80631
Gabino Toledo	307 20th Ave Ct		GREELEY	CO	80634-1935
Gabriel Zermeno And Mary Zermeno	140 16 AVE		GREELEY	CO	80631
Garardo Lucero	2029 8 ST		GREELEY	CO	80631
Garland L Stewart And Betty J Stewart	407 16TH AVE		GREELEY	CO	80631
Gee Yackey Properties LLC	404 8TH AVENUE		GREELEY	CO	80631
George and Doralie J Carroll Trust UA dtd 4-13, 2005	2606 W 6th		GREELEY	CO	80634
Gerald L Jorgensen And Anne B Jorgensen	8890 PRAIRIE KNOLL DR		LONGMONT	CO	80501
Gerardo R Castro and Cecelia Castro	C/O Margaret Ramos	106 N 9TH AVE	Greeley	CO	80631
Gilbert Arellano	903 4 ST		GREELEY	CO	80631
Gilbert M Romero	911 5 ST		GREELEY	CO	80631
Gilberto Andazola And Maria Rosa Andazola And Ivan Andazola	202 N 22 AVE		GREELEY	CO	80631
Glen Mercer And Mary Alice Mercer	14987 OSCAR AVENUE		VISALIA	CA	93292
Glenn Eugene Hansen And Joanne Hansen	1470 SOUTH QUEBEC WY #256		DENVER	CO	80231
Glenn William Hamlet and Bertha Colleen Hamlet And Melanie Hamlet Dehart	410 21ST AVE		GREELEY	CO	80631
Gloria Burrola	P O BOX 237		SEVERANCE	CO	80546
Gloria Munoz	134 16 AVE		GREELEY	CO	80631
GMAC Mortgage LLC	1100 Virginia Drive		Ft. Washington	PA	19034
Gordon B Sinnett	3134 58TH AVE		GREELEY	CO	80634
Gordon L Davenport And Alice Davenport	1424 5th ST		GREELEY	CO	80631
Grace Inc	120 8TH AVE		GREELEY	CO	80631
Greeley Area Habitat For Humanity Inc	134 11 AVE		GREELEY	CO	80631
Greeley Good Samaritan Housing Inc	4800 W 57 ST		SIOUX FALLS	SD	57117
Greeley Meadows Company	C/O URBAN INC	5600 S QUEBEC ST SUITE 200B	GREENWOOD VILLAGE	CO	80111
Greeley Mennonite	402 11 ST		GREELEY	CO	80631

Church					
Greeley Partners LLC	7360 ISLAND GREEN DR		BOULDER	CO	80301
Greeley Urban Renewal Authority	1100 10 ST #201		GREELEY	CO	80634
Greg Miller And Sherrie Miller	3530 Diane Place		Greeley	CO	80631
Gregory P Rogakis And Mary Jane Rogakis	135 16 AV CT		GREELEY	CO	80631
Guadalupe Aleman	303 21 AV CT		GREELEY	CO	80631
Guadalupe Garcia	401 16 AV CT		GREELEY	CO	80631
Guillermo Hernandez And Silvia Hernandez	1804 HABITAT LN		GREELEY	CO	80613
Gumercindo Garcia And Ninfa Garcia	132 19 AVE CT		GREELEY	CO	80631
H Vergara Mario	168 19 AVE CT		GREELEY	CO	80631
Harriet C Bunker	19637 CR 39		LA SALLE	CO	80645
Harriet C. Bunker	19637 CR 39		LaSalle	CO	80645
Harry J Gerlach And Bessie F Gerlach	3931 Pueblo St		Evans	CO	80620
Hector J Quintana And Bertha A Quintana	122 16 AVE		GREELEY	CO	80631
Heirs of Crecensiano Perez and Eva Perez	C/O MARY GONZALES	2635 52nd Ave	GREELEY	CO	80634
Heirs of Elmo M Jenkins And Verona J Jenkins And Dale Jenkins And Doyle Jenkins	2101 5TH ST		GREELEY	CO	80631
Heirs of Raymond L Mares And Eucilia R Mares	101 S 5 ST		LA SALLE	CO	80645
Helen M Luparello (Lauberts)	4617 Casa Grande Dr		GREELEY	CO	80634
Henry Kindsfather And Kathryn L Kindsfather	1109 32ND AVE		GREELEY	CO	80634
Henry Painter And Sylvia S Painter	P O BOX 452		GILCREST	CO	80623
Hensel Phelps Construction Co	420 6 AV	P O BOX O	GREELEY	CO	80632
Herbert W. Pierce and Betty L. Pierce	6847 Brentwood Street		Arvada	CO	80004
Heriberto Magallanes and Josefina N Magallanes	4222 MARIPOSA LN		EVANS	CO	80620
High Plains Housing Development Corp	C/O STAGECOACH GARDENS APARTMENTS LTD	P O BOX 130	GREELEY	CO	80632-0130
Higinio Salazar and Estefanita A Salazar	2103 CLARICE CT		LOVELAND	CO	80537-7106
HIPOLITO MEZA IBARRA	918 4TH STREET		GREELEY	CO	80631

Holly S King	31379 COUNTY RD 41		GREELEY	CO	80631
Hope A Macias	1710 HABITAT LN		GREELEY	CO	80631
Hortencia De La Cruz Conchas	1714 HABITAT LN		GREELEY	CO	80631
Hugo Rodela	819 B ST		GREELEY	CO	80631
Humberto Mena And Yadira Mena	1313 2 ST		GREELEY	CO	80631
Humberto Vasquez	204 N 23 AV		GREELEY	CO	80631
Ida Rodriguez	1901 5 ST		GREELEY	CO	80631
Ifrahel Nunez	1328 4 ST		GREELEY	CO	80631
Ignacio Alvarado And Reyes Alvarado	2113 5TH ST		GREELEY	CO	80631
Ignacio Cano	316 11 AVE		GREELEY	CO	80631
Imperial Livestock Supply	C/O WALCO INTER INC	7 VILLAGE CIR #200	WESTLAKE	TX	76262-5903
Isabel Munoz And Connie T Munoz	419 9 AVE		GREELEY	CO	80631
Isabel Portillo And Leonila Portillo	2228 A ST		GREELEY	CO	80631
Isidra Haro And Jose Manuel Haro	PO BOX 235		GILL	CO	80624
Isidro Meza-Guzman	2910 W 5th St		Greeley	CO	80634
Ismael Garcia And Maria Garces	122 13th Ave		Greeley	CO	80631
Ismael Rodriguez and Celsa Rodriguez	1020 4 ST		GREELEY	CO	80631
J & P Services LLC	15562 Gadsden Drive		Brighton	CO	80803
J Guadalupe Juarez	139 16 AVE		GREELEY	CO	80631
J Socorro Olivas	224 N 9TH AVE		GREELEY	CO	80631
Jack Kiphart And Phyllis J Kiphart	219 18 AVE		GREELEY	CO	80631
Jae A Nickerson And Abigail D Nickerson	338 N 45 AVE CT		GREELEY	CO	80634-1086
James Carter	P O BOX 1598		GREELEY	CO	80632-1598
James G Depriest and Jeanne H Depriest	6894 ALGONQUIN DR		JOHNSTOWN	CO	80534
James Michael Condon And Terry J Condon	929 4 ST		GREELEY	CO	80631
James R Book, Jr. and Wendy J Korgan	1443 5 ST		GREELEY	CO	80631
James Stewart	2440 25TH AVE		GREELEY	CO	80634
James Suazo	1329 4 ST		GREELEY	CO	80631
James T Emmett	601 9th Street		GREELEY	CO	80631
Jamie Vocke Cramer	409 12 AVE		GREELEY	CO	80631
Janice E Boedigheimer Bellshaw	117 16 AVE CT		GREELEY	CO	80631
Jaswant S Dhaliwal	3430 GREYSTONE CT		FORT COLLINS	CO	80525



Javier Lerma	313 21ST AVENUE		GREELEY	CO	80631
Javier Orozco and Carmen Orozco	303 12 AV		GREELEY	CO	80631
Jeffery P Archuleta	140 21 AVE		GREELEY	CO	80631
Jeffery R Ramos	129 16th Ave Ct		GREELEY	CO	80631
Jeffrey T Privetera and Renee R Privetera	220 22 AVE CT		GREELEY	CO	80631
Jeremiah James Eng	16421 E 106 Way		Greeley	CO	80631
Jeremy Brinkman and Lisa Horn	206 N 22 AVE		GREELEY	CO	80631
Jesus Alexis Cruz-Torres	201 16 AV CT		GREELEY	CO	80631
JESUS B MENDOZA and Mary Linda Mendoza	412 N 23 AVE		GREELEY	CO	80631
Jesus Esqueda Aldana	1320 HILLTOP DR		WINDSOR	CO	80550-3340
Jesus Garcia	201 16 AV		GREELEY	CO	80631
Jesus Gomez	1010 C ST		GREELEY	CI	80631
Jesus M Jaquez And Silvia Ruiz	2205 A ST RD		GREELEY	CO	80631
Jesus Maldonado and Noema Maldonado	1009 B ST		GREELEY	CO	80631
Jesus Munoz Terrones	1415 5 ST		GREELEY	CO	80631
Jesus Perez	1012 4 ST		GREELEY	CO	80631
Jesus Ramirez Zuniga	810 4 ST		GREELEY	CO	80631
Jesus Sanchez And Esthela Sanchez	5113 W 9th St		Greeley	CO	80631
Jesus Vega	1025 E 18TH ST		GREELEY	CO	80631
Jim Ells	2435 71st Avenue		GREELEY	CO	80634
Jimmie R McWilliams And Beatrice McWilliams	500 Lashley St Unit 42		Longmont	CO	80501
JMPS C LLC	1309 5 ST		GREELEY	CO	80531
JMP's Corporation LLC	PO Box 200543		Evans	CO	80620
Joann Iriarte	921 4 ST		GREELEY	CO	80631
Joe Cruz and Charlotte Cruz	939 B ST		GREELEY	CO	80631
Joe King and Ljubeljsek Elfreide	2111 5TH ST		GREELEY	CO	80631
Joe M Villegas aka Joseph M Villegas	115 16TH AVE		GREELEY	CO	80631
Joe Martin Sanchez and Betty Jo Sanchez	2440 W 7TH ST		GREELEY	CO	80634
Joel Martinez Alonso	120 16 AVE CT		GREELEY	CO	80634
John D Rhodes And Rhodes Peggy	2239 5 ST		GREELEY	CO	80631
John D Shimek And Sarah B Shimek	414 35 AVE CT		GREELEY	CO	80634

John E Foster And Debbie L Foster	2130 OREGON AVE		LONG BEACH	CA	90806
John E Schmitt And Denise R Schmitt	206 21 AVE CT		GREELEY	CO	80631
John Erebia And Ana Erebia	1307 4TH ST		GREELEY	CO	80631
John Florence Jr Trust	940 Goshawk Road		Eaton	CO	80615
John Herrera, Jr And Maria G Herrera	1630 43 AV		GREELEY	CO	80634
John J Lenz and Sharon Y Lenz	137 N 21ST AVE		GREELEY	CO	80631
John M Allison And Shirley Flot Allison	C/O VIRIGINIA & JOSE RUIZ	125 13TH AVE	GREELEY	CO	80631
John N Cevette	2305 46 AVE CT #C		GREELEY	CO	80634
John P Sanchez	308 21 AVE CT		GREELEY	CO	80634
John R Dewitt And Sonya R Dewitt	1683 40 AVE		GREELEY	CO	80634
John W Hale and Norma J Hale	C/O POOL OF BETHESDA CHURCH	P O BOX 2954	CLACKAMAS	OR	97015
Jorge D Ortega And Marcelo Ortega	1707 HABITAT LN		GREELEY	CO	80631
Jorge Enriquez And Cristina Enriquez	435 14TH AVE		GREELEY	CO	80631
Jorge J Romero and Jorge Luis Romero	306 16 AVE CT		GREELEY	CO	80631
Jorge Vega	1711 E 16TH ST		GREELEY	CO	80631
Jorge Vega	35918 CR 55		EATON	CO	80615
Jose A Mendez	1203 4TH STREET		GREELEY	CO	80631
Jose A Regalado	1825 E Seadrift Dr		GREELEY	CO	80631
Jose A Sandate	212 21 AVPL		GREELEY	CO	80631
Jose C Luna and Raquel Luna Rodriguez	237 16 AVE		GREELEY	CO	80631
Jose Delacruz	2231 ASPEN AVE		GREELEY	CO	80631
Jose Delaluz Ruiz And Virginia Pearl Ruiz	129 13th Ave		GREELEY	CO	80631
Jose G Estrada and Maria Estrada	212 19 AVCT		GREELEY	CO	80631
Jose G Gonzalez	P O BOX 1013		PLATTEVILLE	CO	80651
Jose G Herrera	607 N TAYLOR		GARDEN CITY	KS	67846
Jose Gonzalez and Carmen Gonzalez	201 N 9TH AVE		GREELEY	CO	80631
Jose L Ramos	1325 2 ST		GREELEY	CO	80631
Jose Leopoldo Holguin	134 21 AVE		GREELEY	CO	80631
Jose Luis Maldonado	219 N 9 AVE		GREELEY	CO	80631
Jose M Arevalo And Juana G Arevalo	1702 HABITAT LN		GREELEY	CO	80631
Jose Nunez Gallegos	214 22 AVE		GREELEY	CO	80634

Jose R Espinoza Villanueva And Rosa Elena Jurado Sanchez	C/O GREELEY URBAN RENEWAL	1100 10 ST SUITE 201	GREELEY	CO	80631
Jose Ramirez and Dora Olivia Ramirez	311 19 AVE		GREELEY	CO	80631
Jose Regalado and Claudia M Regalado	229 9 AVE		GREELEY	CO	80631
Jose Reyes	222 16TH AVE		GREELEY	CO	80631
Jose Reyes and Emma Reyes	404 16 AV		GREELEY	CO	80631
Jose S Martinez And Enrique Perez	305 19 AVE		GREELEY	CO	80631
Jose S. Olivas	1609 5th Street		GREELEY	CO	80631
Josefina Rodriguez and Jose Rodriguez And Elisa Rodriguez	177 20 AVE CT		GREELEY	CO	80631
Joseph C Lira And Rachel A Lira	413 16 AVE		GREELEY	CO	80631-2122
Joseph J Degenhart And Pamela L Degenhart	3814 W7 ST		GREELEY	CO	80634
Joseph R Martinez And Dolores H Martinez	2854 S EATON WAY		DENVER	CO	80227
Joshi Akua Solomon	200 21 AVE PL		GREELEY	CO	80631
Joshua Allen Elkins	2202 A ST RD		GREELEY	CO	80631
Joshua Leigh	103 16th Ave		Greeley	CO	80631
Joyce A Adams	140 16th AVE CT		GREELEY	CO	80634
Joyce L Todd Rogers And Kelvin E Rogers And David M Todd	309 21 AVE PLACE		GREELEY	CO	80631
JP Morgan Chase Bank*	Select Portfolio Servicing Inc	3815 South West Temple	Salt Lake City	UT	84165
Juan C Serrano	1937 78TH AVE		GREELEY	CO	80634-8644
Juan Carlos Lino And Erika J Vasquez Marquez	218 16 AVE		GREELEY	CO	80631
Juan Carlos Madera	2216 A ST		GREELEY	CO	80631
Juan Cobos	935 B ST		GREELEY	CO	80631
Juan F Dominguez	178 20TH AVE CT		GREELEY	CO	80631
Juan F Ramos and Candida J Holguin	2125 5 ST		GREELEY	CO	80631
Juana Orozco	406 16TH AVE CT		GREELEY	CO	80631
Juanita B Syslo	C/O CLARENCE D SYSLO SR	1321 2ND ST	GREELEY	CO	80631-2203
Juanita Martinez	452 LINDEN ST		EATON	CO	80615-3490
Judith Morales	150 19 AVE CT		GREELEY	CO	80631
Julie Rothe	596 N 66th Ave		GREELEY	CO	80634
Julio Vega	1829 5 ST		GREELEY	CO	80631
Katerri Solorio And Rudy Solorio	33 CAMINO VISTA GRANDE		SANTA FE	NM	87508-9661

Katherine M Degraffenreid	C/O GURA	1100 10 ST STE 201	GREELEY	CO	80631
Kelly W Sodman	208 21ST AVE PLACE		GREELEY	CO	80631
Kenna B Koester	820 Quince Ave		Boulder	CO	80304
Kenneth A Padilla	2816 Harvard Street		Ft. Collins	CO	99712-3263
Kenneth C Holm And Delores M Holm	305 N 50 AV PL		GREELEY	CO	80634
Kenneth Davis and Davis Dora	2227 A ST		GREELEY	CO	80631
Kevin W Hawkins And Kristi A Hawkins	7104 W 11 STRD		GREELEY	CO	80634
Kiva Properties I RLLLP	3551 SOUTH MONACO PARKWAY #182		DENVER	CO	80237
Kiva Theater Condominiums Association, Inc.	806 8th Street Unit A		Greeley	CO	80631
Kristen Sweet	315 21st Ave Ct		GREELEY	CO	80631
Kristi L Croissant	328 21 AVE		GREELEY	CO	80631
Kyle B Burdick	218 21ST AVENUE		GREELEY	CO	80631
Lacey Vanderloo	317 21 AVE PL		GREELEY	CO	80634
Ladis Gomez	810 3 ST		GREELEY	CO	80631
Landon Land Trust	2721 S College Avenue No. 3		Ft. Collins	CO	80525
Larry Bickell And Sandra Bickell And Eric Bickell And Meredith Bickell	310 49 AV		GREELEY	CO	80634
LaSalle Bank National Association	8480 Stagecoach Circle		Frederick	MD	21701
Laura Joyce Korgan	1443 5 ST		GREELEY	CO	80631
Laura Mejia and Mejia Joel	220 20 AVE CT		GREELEY	CO	80631
Laurence Eraut	6825 Broadway St		Denver	CO	80221
Lawrence J. Jost, Sr. and Glenda K. Jost	2718 W 11th Street Rd		Greeley	CO	80634
Lazaro Antuna And Antuna Simona	134 16TH AVE CT		GREELEY	CO	80631
Lazaro Nava And Alice R Nava	410 10 AVE		GREELEY	CO	80631
Lazaro Ortiz	305 N 9 AVE		GREELEY	CO	80631
Leobardo Mendoza And Sandra Mendoza	401 30th Ave Ct		GREELEY	CO	80631
Leon DeLaFuente And Margarita DeLaFuente	128 13 AVE		GREELEY	CO	80631
Leonardo Jimenez and Josefina Jimenez	829 4 STREET		GREELEY	CO	80631
Leopoldo L Rivera and Rosa Ema Rivera	4227 W 31 ST		GREELEY	CO	80634

Lester W Edgett And E Irene Edgett	1402 PLEASANT ACRES DR		EVANS	CO	80620
Letha D Engel And Robert J Engel-DECEASED	305 19TH AVE CT		GREELEY	CO	80631
Leticia Perea	1143 ESTERS RD APT 507		IRVING	TX	75061-9169
Lillian Chavez	1130 32nd Ave		GREELEY	CO	80634
Linda L Ebberson	105 16 AVCT		GREELEY	CO	80631
Linda M Dodge	108 16 AVE CT		GREELEY	CO	80631
Linda M Martinez And George Martinez	211 21 AV		GREELEY	CO	80631
Lisa Marichalar	217 19TH AVE		GREELEY	CO	80631
Lori Ann Collins	101 ECKLUND WAY		GREELEY	CO	80631
Lorraine R Williams	1703 HABITAT LN		GREELEY	CO	80631
Lorraine Smith	1946 24 AVENUE		GREELEY	CO	80634
Luis A Carrillo and Carrillo Celia	2225 A ST RD		GREELEY	CO	80631
Luis Carlos Rico And Maricela Ruiz	2218 WAYLON DR		JOHNSTOWN	CO	80534
Luis G Nunez	923 B ST		GREELEY	CO	80631
Luis M De La Cruz And Rocio De La Cruz	318 N 9 AVE		GREELEY	CO	80631
Luis Raul Rey	317 19TH AVE		GREELEY	CO	80631
Lujan Andres Aceves	2211 A ST		GREELEY	CO	80631
Lupe M Vasquez And Paul Morales	207 21 AVE		GREELEY	CO	80631
Luz Gonzalez	P O BOX 448		GREELEY	CO	80632
Lydia Pisano	214 19 AVCT		GREELEY	CO	80631
Lynda L Petersen	765 PONDEROSA DR		ESTES PARK	CO	805177572
Lynelle Ramirez	216 20 AVCT		GREELEY	CO	80631
M & D Investments And Martin S Durrant And Daniel Overholt	1830 42ND AVE		GREELEY	CO	80634
M M Leasing Co Inc	102 N 8 AV		GREELEY	CO	80631
Magdaleno Gutierrez And Patricia I Gutierrez	1807 5TH ST		GREELEY	CO	80631
Manolo Ocampo And Miguel A Cosme	224 22 AVE CT		GREELEY	CO	80631
Manual O Naranjo and Kathleen R Naranjo	222 1 22 AVE		GREELEY	CO	80631
Manuel D Lazo	158 21st Ave		Greeley	CO	80631
Manuel E Ruiz	144 19 AVCT		GREELEY	CO	80631
Manuel Gallegos Herrera	1751 OAK ST		FORT LUPTON	CO	80621
Manuel Garcia	1419 5 ST		GREELEY	CO	80631
Manuel J Reyes	220 16 AVE CT		GREELEY	CO	80631

Manuel J Romero And Esther M Romero	503 10TH ST		GREELEY	CO	80631
Manuel Munoz and Rosa M Munoz	226 N 22ND AVE		GREELEY	CO	80631
Manuel Munoz and Rosa Munoz	226 N 22 AVE		GREELEY	CO	80631
Manuel Rodriguez and Maria G Rodriguez	415 16 AVE CT		GREELEY	CO	80631
Manuel Salazar and Alicia Salazar	416 12 AV		GREELEY	CO	80631
Manuel Sanchez and Anita Sanchez	19920 CR 52		LA SALLE	CO	80645
Marcos Dominguez And Dominguez Bernice	2010 31ST ST RD		GREELEY	CO	806318714
Marcos S Castillo And Martha L Valdez	301 16TH AVCT		GREELEY	CO	80631
Maria Adele Luna	301 21 AVE PL		GREELEY	CO	80631
Maria Aparicio And Pedro Aparicio Ramos	1808 HABITAT LN		GREELEY	CO	80631
Maria C Avila	309 21 AVE		GREELEY	CO	80631
Maria Catalina Rangel and Ignacio Rangel Guazan	302 19th Ave		Greeley	CO	80631
Maria del Refugio Luna De Conchas And Reynaldo Conchas Dela Cruz	152 21 AV		GREELEY	CO	80631
Maria Del Rosario Quezada	2201 5th St		Greeley	CO	80631
Maria O Rivera	573 E 19 ST RD		GREELEY	CO	80631-6068
Maria Reyes	402 11 AVE		GREELEY	CO	80631
Maria Reyes Cruz	7315 W 11TH ST		GREELEY	CO	80634-9729
Maria Wagoner	924 4 ST		GREELEY	CO	80631
Marianne Monteleone And Nicholas G Monteleone	1305 PARKRIDGE DR		EATON	CO	80550
Marie A Helton	1008 B St		Greeley	CO	80631
Marie Frances Garza	100 EKLUND WAY		GREELEY	CO	80631
Mario A Leos	159 20TH AVE CT		GREELEY	CO	80631
Mario Morales and Bertha Elena Gonzales	180 19 AVE CT		GREELEY	CO	80631
Mark A Klinger	1216 4th Street		Greeley	CO	80631
Mark A Sjoberg	306 21 AV PL		GREELEY	CO	80631
Mark Anderson	154 20 AVE CT		GREELEY	CO	80631
Mark S Reichert	2204 5th St		Greeley	CO	80631
Marla DeJohn	PO Box 337793		GREELEY	CO	80633
Martha E Horst	4920 W 8TH ST RD		GREELEY	CO	80634-1929
Martin Cardoso	301 21 AVE		GREELEY	CO	80631

Martin Conchas And Felipa Conchas	1600 HABITAT LN		GREELEY	CO	80631
Martin Orozco And Cruz Orozco	1902 HABITAT LANE		GREELEY	CO	80634
Martin S Durrant And Daniel H Overholt And Cars By Marty & Dan	1830 42ND AVE		GREELEY	CO	80634
Mary A Moreno	1229 2ND ST		GREELEY	CO	80631
Mary Ann Gonzales	C/O GURA	1100 10 ST STE 201	GREELEY	CO	80631
Mary D Cordova	807 A ST		GREELEY	CO	80631
Mary L Loucks	404 22ND AVE		GREELEY	CO	80631
Mary L Loucks	408 22ND AV		GREELEY	CO	80631
Matthew A Spicer	2119 5 ST		GREELEY	CO	80631
Mauricio Regalado	2205 5 ST		GREELEY	CO	80631
Maxine Chavez	1911 CADILLAC AVE		COLORADO SPRINGS	CO	80909
May G Scholl	1125 5 ST		GREELEY	CO	80631
Megan A Van Der Torre	2208 A ST		GREELEY	CO	80631
Meron Tseggai	419 8th Ave		Greeley	CO	80631
Michael A Bucklen	2423 C Street NW		GREELEY	CO	80631
Michael Gannon And Heather Brand	920 4th Street		Greeley	CO	80631
Michael Kaiser	176 21 AVE		GREELEY	CO	80631
Miguel Angel Hernandez	C/O ALBERT SINNER	6050 Stetson Hills Blvd	Colorado Springs	CO	80923
Miguel Jimenez and Jimenez Barbara	172 20TH AVE COURT		GREELEY	CO	80631
Miguel Luna-Escobedo	1615 5 ST		GREELEY	CO	80631
Miguel Serrano and Margarita Serrano	2658 65 AVE		GREELEY	CO	80634
Milan Armstrong And Patti Armstrong And Vicki Schlangen	15675 Bull Mesa Road No. 2		Greeley	CO	80631
Mm Tank Coating Company Inc	102 N 8 AV		GREELEY	CO	80631
Moises Aguirre and Olga Aguirre	210 16TH AV CT		GREELEY	CO	80631
Moises Alaniz and Rebecca G Alaniz	C/O GURA	1100 10 ST STE 201	GREELEY	CO	80631
MOISES ANDRAD SARDINA	1217 33RD STREET		EVANS	CO	80620
Moncerrat Mendoza-Mendoza And Kerry Mendoza	P O BOX 117		GREELEY	CO	80632-0117
Myrna J Stoll	704 50TH AVE		GREELEY	CO	80634
Nancy M Winters And Frank W Morris	1304 52ND AVE		GREELEY	CO	80634

Neira J Molinar And Richardo Molinar	2201 A ST RD		GREELEY	CO	80634
News LLC	90 W 84 AV		DENVER	CO	80260
Nidia Torres And Rosalina Torres	129 19 AVE CT		GREELEY	CO	80631
North Colo Medical Center Foundation Inc	1801 16 ST		GREELEY	CO	80631
North Weld Produce Co	P O BOX 399		GREELEY	CO	80632
North Weld Produce Co	P.O. Box 399		GREELEY	CO	80632
NTV Property LLC And City of Greeley, Colorado (as to all royalties)	C/O MICHAEL T TROTTER	1757 40 AVE	GREELEY	CO	80634
Oak Street Real Estate Productions LLC	8108 Alophia Drive		AUSTIN	TX	78739
Octaviano Lozano And Maria Lozano	174 19th Avenue Ct		GREELEY	CO	80631-9796
Ocwen Loan Servicing LLC	12650 Ingenuity Dr		Orlando	FL	32826
Ofelia Morales	156 19 AVE CT		GREELEY	CO	80631
Orion Properties, LLC And Town North Subdivision	100 Raquette Drive		Fort Collins	CO	80524
Oscar Michael Herrera	820 NE 6 ST		DUMAS	TX	79029-3000
Otoniel Villalobos	138 19 AVE CT		GREELEY	CO	80631
Otoniel Villalobos	2217 A STRD		GREELEY	CO	80631
Pablo Lopez	3420 HARBOR LN		EVANS	CO	80620
Palermo BCE LLC and Hall Bce LLC And Land Title Exchange Corp As Intermediary	10365 CR 7		LONGMONT	CO	80504
Pamela M Jones	P O BOX 337281		GREELEY	CO	80633-0622
Pamela S Marquez	310 19TH AVE		GREELEY	CO	80631
Patricia A Dickinson	DICKINSON	1529 5 ST	GREELEY	CO	80631
Patricia A Johnston and Shirley J Floden	419 13TH AVE		GREELEY	CO	80631
Patricia I Schwalm	22577 CR 64.5		GREELEY	CO	80631
Patricia K Neet	1320 4 ST		GREELEY	CO	80631
Paul H Kresge And Lavonne M Kresge	1293 DORIC DRIVE		LAFAYETTE	CO	80026
Paul L Villa	303 N 9 AV		GREELEY	CO	80631
Paul Mares	1015 B ST		GREELEY	CO	80631
Paul Michael Brown and Carol Lynn Brown	319 SUNMOUNTAIN DR		LOVELAND	CO	80538-5700
Paul Randall Bear and Jennifer Leanne Bear	2219 A ST		GREELEY	CO	80631
Paul S Quere And Kristin Quere	6809 KONA CT		FT COLLINS	CO	80528-8898



Paul W Nichols and Carol E Nichols And Ann A Nichols	P O BOX 10		BELLVUE	CO	80512
Pedro Perea	1800 2 ST		GREELEY	CO	80631
Petra Santos	C/O PEDRO SAN MIGUEL	126 N 9 AVE	GREELEY	CO	80631
Phil Camenisch	P O BOX 561		JOHNSTOWN	CO	80534
Philip Jaramillo and Sophie Jaramillo	911 4TH ST		GREELEY	CO	80631
Philip L Worthington And Joan E Worthington	4616 23RD ST #5		GREELEY	CO	80634
Phillip Mendoza And Margaret Mendoza	1618 31 AV		GREELEY	CO	80631
Pine Meadows Apartments, LLC	1815 2nd Street,	#2	Greeley	CO	80631
Prairie View Properties LLC	929 38 AVE CT #109		GREELEY	CO	80634
Rache LLC	1020 9 ST #202		GREELEY	CO	80631
Rafael Diaz	1117 N 4 ST		Greeley	CO	80631
Rafael Gonzalez	916 C ST		GREELEY	CO	80631
Rafael Vallejo Pantoja	1116 4 ST		GREELEY	CO	80631
Ramiro Alvarez And Bertha M Alvarez	309 18 AVE		GREELEY	CO	80631
Ramiro Mendez	426 14 AVE		GREELEY	CO	80631
Ramiro N Tapia	409 16 AVE CT		GREELEY	CO	80631
Ramon Alvarado and Alvarado Maria	136 20 AVE CT		GREELEY	CO	80631
Randal J Weber	2207 A ST		GREELEY	CO	80631
Raul Medina And Maria Del Rosario Medina	171 20 AVCT		GREELEY	CO	80631
Raul Ortega	315 12 AV		GREELEY	CO	80631
Raymond D Amaya And Dora D Amaya And Timothy M Amaya	820 3 ST		GREELEY	CO	80631
Raymond M Lopez And Gina L Lopez	C/O GURA	1100 10 ST STE 201	GREELEY	CO	80631
Raymundo Rios Ortiz	1121 4 ST		GREELEY	CO	80631
Raymundo Rios-Sanchez	206 23 AVE		GREELEY	CO	80631
Re Betta Locke	400 16 AVE		GREELEY	CO	80631
Realtynet Advisors Inc	C/O 1031 Property Care	560 S State Street, Suite K-4	Orem	UT	84058
Reece Towle and Rhonda Towle	2579 53RD AVE		GREELEY	CO	80634-4512
Rekha Patwardhan	P O BOX 337443		GREELEY	CO	80633
Renita Benavidez	1615 HABITAT LANE		GREELEY	CO	80631
Results Real Estate LLC	2721 S College Ave #3		Fort Collins	CO	80525
Results Real Estate LLC	412 16th Ave		GREELEY	CO	80631
Retha M Dorsey	408 16TH Avenue Ct		Greeley	CO	80631

Retha M Dorsey	409 16 AVE		GREELEY	CO	80631
Reuben Sanchez	230 18 AVE		GREELEY	CO	80631
Reyes T Aguirre and Romero Guillermina	419 11 AVE		GREELEY	CO	80631
Reyes Valenzuela	233 16 AVE		GREELEY	CO	80631
Reynaldo C Olivo And Berta M Olivo	211 19 AV		GREELEY	CO	80631
Reynaldo Conchas And Maria Del Refugio Luna	1002 1 ST		GREELEY	CO	80631
Rhonda Garcia	166 20 AV CT		GREELEY	CO	80631
Ricardo Cortez	123 24 AVE		GREELEY	CO	80631-7361
Ricardo F Perez And Felicia A Perez	1012 3 ST		GREELEY	CO	80631
Ricardo Morado and Debra E Chapman	C/O GURA	1100 10 ST STE 201	GREELEY	CO	80631
Ricardo Serrano	913 4TH ST		GREELEY	CO	80631
Ricardo Trujillo And Griselda Trujillo	1129 5 ST		GREELEY	CO	80631
Richard B Meyer and Juanita A Meyer	1205 4TH ST		GREELEY	CO	80631
Richard Don Hoagland	820 2ND ST		GREELEY	CO	80631
Richard L Blair	2001 PONDEROSA PL		LOVELAND	CO	80538-8623
Richard Lopez	1014 1 ST		GREELEY	CO	80631
Richard M Borys	1525 GLENMERE BLVD		GREELEY	CO	80631
Richard Marquez	5541 SHOSHONE		DENVER	CO	80221
Richard T Archuleta And Yolanda Archuleta	214 21 AV		GREELEY	CO	80631
Richmark Development, LLC	P.O. Box 328	c/o Arlo Richardson	GREELEY	CO	80632
Richmark Land Company, LLC	P.O. Box 328	c/o Arlo Richardson	GREELEY	CO	80632
Rick W Lopez	1018 5TH ST		GREELEY	CO	80631
Rios Mauricio Ortiz and Emma Marrufo	145 19 AVE CT		GREELEY	CO	80631
Robert C Norris	509 3RD ST		WINDSOR	CO	80550-5479
Robert Cook- FORECLOSURE	1332 Rust Rd		Concordia	KS	66901
Robert Cruz	1128 4 ST		GREELEY	CO	80631
Robert F S Millikin And Brenda J Millikin	2532 W 20 ST RD		GREELEY	CO	80634
Robert Joseph Green And Trena L Green	925 4 ST		GREELEY	CO	80631
Robert L Flores	151 19TH AVE CT		GREELEY	CO	80631
Robert L Norris	PO Box 187		Lucerne	CO	80646
Robert R Chapman And Alice C Chapman	401 14 AV		GREELEY	CO	80631
Robert Stanley Company	6600 W 20 ST #37		GREELEY	CO	80634-9685

Robert W Evers	304 21 AVE CT		GREELEY	CO	80631
Roberto Artega	110 16 AVE		GREELEY	CO	80631
Roberto Jimenez	217 16 AVE		GREELEY	CO	80631
Roberto Rodriguez Curiel and Gloria E Silva	1323 2 ST		GREELEY	CO	80631
Rodney D Cheek and Donna B Cheek	33876 Cliff Rd		Windsor	CO	80550
Rodney D Sisson Living Trust And Betty J Sisson Living Trust	1363 57TH AVENUE		GREELEY	CO	80634
Roland J Strobel	2225 64th Ave		Greeley	CO	80634
Romulo P Lopez and Dolores R Lopez	1205 2 ST		GREELEY	CO	80631
Ron Schreckenghaust And Barbara Schreckenghaust	2552 17TH AV CT		GREELEY	CO	80631
Ronald E Nuanez	2755 W 23TH ST		GREELEY	CO	80634-7655
Ronald K Bland	210 N 22 AVE		GREELEY	CO	80631
Ronald L Orr And David E Orr	224 19TH AVE CT		GREELEY	CO	80631
Ronald W Blackwell	142 20 AVE CT		GREELEY	CO	80631
Rosa H Rios	1205 5 STREET		GREELEY	CO	80631
Rosa Maria Castillo	934 B ST		GREELEY	CO	80631
Rosie M Moncivais	108 EKLUND WAY		GREELEY	CO	80631
Rosio Loma	105 EKLUND WAY		GREELEY	CO	80631
Roy R Bush And Ellen F Bush	130 20 AVE CT		GREELEY	CO	80631
Ruben J Rodriguez	232 ELIZABETH CT		FORT LUPTON	CO	80621-1292
Ruben Reyes and Olivia Reyes	413 12th Ave		GREELEY	CO	80631
Ruby Ann Ramirez and Lauriano Ramirez	1214 3 ST		GREELEY	CO	80631
Rueben E Johnson and Edith M Jenkins And Sonja A Johnson	307 13 AVE		GREELEY	CO	80631
Rufino Casas-Calixtro	1012 C ST		GREELEY	CO	80631-2034
Ryan M Treadwell	9745 GATESBURY CIR		LITTLETON	CO	80126-8885
Saba Tsegay	817 5 ST		GREELEY	CO	80631
Sally Duran and Adolph L Duran And Arnold A Duran And John Grchan	300 N 21 AVE		GREELEY	CO	80631
Salvador Delucas	114 N 9 AVE		GREELEY	CO	80631
Samuel Guerrero And Dinorah Guerrero	2206 A ST RD		GREELEY	CO	80631
Samuel Maldonado And Rose Ann Arias	1222 4 ST		GREELEY	CO	80631
Sandra Perez	119 KRON CT		GREELEY	CO	80631

Sandra Thomas	17997 East Amherst Ave		Aurora	CO	80013
Santiago Gomez and Gomez Geronimo	2030 5 AVE		GREELEY	CO	80631
Santos G Torres and Hilda Abrego	2700 W C Street Lot 137		GREELEY	CO	80631
Santos S Casarez And Pearl L Casarez	209 16TH AVE CT		GREELEY	CO	80631
Saul L Sanchez And Carolina A Sanchez	921 5 ST		GREELEY	CO	80631
Saul L Sanchez And Carolina Sanchez	919 5 ST		GREELEY	CO	80631-2242
Scott A Brown And Robin Lee Brown	301 Hickory Ave		Eaton	CO	80615
Scott Allen Smith And Morena B Smith-Rivas a/k/a Morena B Rivas-Smith	210 21 AVE CT		GREELEY	CO	80631
Sean T Menard and Anna C Menard	218 N 22 AVE		GREELEY	CO	80631
Secretary of Housing & Urban Dev	5312 Bolsa Ave No.200		Hungtinton Beach	CA	92649
Sergio Guzman And Maria Mendoza Garcia	2209 A ST RD		GREELEY	CO	80631
Sergio Romero and elvia Veronica Perez	15529 CR 42		LASALLE	CO	80645-9203
Servando Villanueva And Susie Mary Villanueva	1006 1 ST		GREELEY	CO	80631
Servondo Villanueva And Susie Villanueva	1004 1 ST		GREELEY	CO	80631
Shannon Pastelak	170 21 AV		GREELEY	CO	80631
Sharon K Benson and Margaret Anne Yarwood	2201 2nd ST		GREELEY	CO	80631
Shirley Jean Lawson	921 E CARLSON		CHEYENNE	WY	82009
Silvia Olmedo Soto and Martin Olmedo Lopez	4706 Cedar Park Drive		GREELEY	CO	80634
Silvia Salinas	102 16 AVE CT		GREELEY	CO	80631
Simeon Saldivar and Rosa Saldivar	831 4 STREET		GREELEY	CO	80631
SLC, LLC	213 Buckeye Avenue		Eaton	CO	80615
Smith Holding, LP	0830CR 250		Silt	CO	81652
Snoop Dog Properties, LLC	4123 W 3RD ST RD #A		GREELEY	CO	80634
Soto Ulmar	1016 B ST		GREELEY	CO	80631
Stefan M Coffey and Stormie G Coffey And Fred W Coffey And Claretta M Coffey	228 22 AVCT		GREELEY	CO	80631
Stephanie L Sanchez	135 20 AVE CT		GREELEY	CO	80631
Steve Ortiz	1804 2 ST		GREELEY	CO	80631

Steven A Salazar	PO BOX 502		FRISCO	CO	80443-0502
Steven W Anderson	1315 4 ST		GREELEY	CO	80631
Steven W Hill And Mary Hill	1539 2 ST		GREELEY	CO	80631
Sunrise Community Health Center Inc	2930 11th Ave		Evans	CO	806201011
Suyapa Oliva	514 58th Ave		GREELEY	CO	80634-3637
Sylvia P Martinez	910 4 ST		GREELEY	CO	80631
Tha Heh	209 19th AVE CT		GREELEY	CO	80631
The Estate of Alma Stoll And Bonnie J Brethauer, Personal Representative And Judy M Nero, Personal Representative	2745 W 22 ST RD	2745 W 22 ST RD	GREELEY	CO	80634
Theodore C Burrous and Isabelle F Burrous And Dale C Burrous And Terri L Burrous	320 21ST AVE		GREELEY	CO	80631
Theodore Edward Digerness	5800 W 18TH ST		GREELEY	CO	80634
Theresa M Alarcon And Leroy Montoya And Amissael Soto	1024 C ST		GREELEY	CO	80631
Thomas S Bodkin	303 13TH AVE		GREELEY	CO	80631
Thompson Garage Doors	510 N 11TH		GREELEY	CO	80631
Timothy R Kelley	24603 CR 69		KERSEY	CO	80644
Toile LLC	C/O TWO RIVERS INVESTMENT	1422 8 AV	GREELEY	CO	80631
Tomas Landin R And Alma D Landin Gonzales	1608 HABITAT LN		GREELEY	CO	80631
Tomas Portillo	410 16TH AV CT		GREELEY	CO	80631
Tomas Venegas	1301 2 ST		GREELEY	CO	80631
Tomasa Cortez and Jose Cortez	2508 W 14th Street Rd		GREELEY	CO	80634
Tonya Estrella	2222 A ST RD		GREELEY	CO	80631
Tracy Lee Maltos And Richard Maltos	116 16 AVE		GREELEY	CO	80631
Trinidad Bean & Elevator Co	C/O TRINIDAD BENHAM CORP	PO BOX 378007	DENVER	CO	80237
Trinity Diversified Inc	2125 W 15th Street		Long Beach	CA	90813
Trinity Housing Corporation Of Greeley	C/O ISLAND GROVE VILLAGE	119 14 AVE	GREELEY	CO	80631
Trinity Investments LLC	12682 Shiloh Road		Greeley	CO	80631
Troy A Garcia	1015 39TH AVE		GREELEY	CO	80634
U S Bank National Association, as Trustee for CMLTI 2007-WFHE2	3476 STATEVIEW BLVD	MAC#7801-014	FORT MILL	SC	29715

Ulmar Soto Roblero	418 8 AVE		GREELEY	CO	80631
Union Colony of Colorado	1630 25th Ave.		Greeley	CO	80634
Union Pacific Railroad Company	1400 Douglas Street		Omaha	NE	68179
Ursula A Haney	1616 HABITAT LN		GREELEY	CO	80631
Valentin Trillo Bustillos And Graciela Bustillos	1015 5TH STREET		GREELEY	CO	80631
Valerie Hernandez	1620 HABITAT LN		GREELEY	CO	80631
Veronica L Howell And David A Howell	184 20 AVE CT		GREELEY	CO	80631
Veronica Marie Hoffman	323 21 AVE		GREELEY	CO	80631
Vicent Rivera	20204 CACTUS DR		JOHNSTOWN	CO	80534
Vicky R Archuleta	1010 4 ST		GREELEY	CO	80631
Victor Chacon	P O BOX 337476		GREELEY	CO	80633-0525
Victor M Perez and Tina Brown And Florentina Perez	410 16 AVE		GREELEY	CO	80631
Vidal J Flores	1210 4 ST		GREELEY	CO	80631
Walco International Inc	7 VILLAGE CIR #200		WESTLAKE	TX	76262-5903
Wally A Mudrow	312 16 AV CT		GREELEY	CO	80631
WASHINGTON PROPERTIES IV LLC	P.O. BOX 7063		LOVELAND	CO	80537
WBJP 5 LLC	2526 51ST AVE		GREELEY	CO	80634
Weld County	915 10 ST		Greeley	CO	80631
Weld County School District 6	1416 9 AVE		GREELEY	CO	80632
Weld County School District 6	1416 9 AVE		GREELEY	CO	80631
Weld County School District 6	811 15 ST		GREELEY	CO	80634
Weld County, a political subdivision of the State of Colorado And acting by and through the Board of County Commissioners of the County of Weld	915 10 ST		GREELEY	CO	80631
Wendy Albanil	1816 HABITAT LN		GREELEY	CO	80631
William Arthur Havens (1/5 Int) and Ralph Edward Havens (1/5 Int) And Robert John Havens (1/5 Int) And Thomas Lee Havens (1/5 Int)	213 19 AVE CT		GREELEY	CO	80631
William C Bartlett and Donna S Bartlett	608 43 AV		GREELEY	CO	80634
William E Hoffman And Cathy L Hoffman	1616 MEADOWAIRE DR		FORT COLLINS	CO	80525

William L Cohea And Vera A Cohea	1904 5TH ST		GREELEY	CO	80631
Woody Investments LLC	815 16th Street		GREELEY	CO	80631

**BEFORE THE OIL AND GAS CONSERVATION COMMISSION  
OF THE STATE OF COLORADO**

<b>IN THE MATTER OF THE APPLICATION OF MINERAL RESOURCES, INC. TO AMEND ORDER NO. 407-815 POOLING ALL INTERESTS IN AN APPROXIMATE 480-ACRE DESIGNATED HORIZONTAL DRILLING AND SPACING UNIT ESTABLISHED FOR SECTIONS 5 AND 6, TOWNSHIP 5 NORTH, RANGE 65 WEST, 6<sup>TH</sup> P.M. FOR THE CODELL AND NIOBRARA FORMATIONS, WATTENBERG FIELD, WELD COUNTY, COLORADO</b>	<b>CAUSE NO. 407  DOCKET NO. 1306-UP-92 <u>INTAKE 1</u></b>
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**CERTIFICATE OF MAILING**

I hereby certify that I have on this 20<sup>th</sup> day of December 2013, served a copy of the Application on the interested parties whose addresses are indicated on Exhibit B to the Pooling Application:

ZARLENGO & KIMMELL, PC.

By 

Thomas J. Kimmell, P.C.  
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Denver, CO 80203  
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