

AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of October, 1981, by and between MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation; WEXPRO COMPANY, a Utah corporation; the Utah Department of Business Regulation, Division of Public Utilities; the Utah Committee of Consumer Services; and the Staff of the Wyoming Public Service Commission.

RECITALS

A. The parties have been engaged in extensive litigation as described in the Stipulations to which this Agreement is attached.

B. The Division of Public Utilities of the Utah Department of Business Regulation, the Utah Committee of Consumer Services, the Staff of the Public Service Commission of Wyoming, Mountain Fuel Supply Company and Wexpro Company have reached accord on an appropriate settlement and resolution of the issues contested in that litigation.

C. This accord is reflected in contemporaneous Stipulations filed with the Utah Public Service Commission on October 14, 1981, (Utah Stipulation), and with the Wyoming Public Service Commission on October 15, 1981, (Wyoming Stipulation), to each of which this Agreement has been attached and made a part.

D. The cases before both the Utah Public Service Commission and the Wyoming Public Service Commission affected by this Agreement are set forth in the Stipulations.

E. The parties to this Agreement desire to set forth the several and interdependent rights, obligations, responsibilities and mutual promises as contemplated by the Stipulations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations set forth below, the parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement, and the Stipulations to which it is attached, the following definitions will apply to the indicated terms wherever they appear.

CORPORATIONS, AGENCIES AND DOCUMENTS

I-1. **The Company.** Mountain Fuel Supply Company, an investor-owned Utah corporation, including where appropriate its operating divisions, the Distribution Division and the Transmission Division, but not referring to wholly-owned subsidiaries of Mountain Fuel Supply Company as of August 1, 1981.

I-2. **Wexpro.** Wexpro Company, a Utah corporation incorporated in November 1976 and a

wholly owned subsidiary of the Company. The term will refer to Wexpro Company, its successors and assigns.

I-3. **Celsius.** Celsius Energy Company, a Nevada corporation and a wholly owned subsidiary of Mountain Fuel Resources, Inc., itself a wholly owned subsidiary of Mountain Fuel Supply Company.

I-4. **The Division.** The Division of Public Utilities of the Utah Department of Business Regulation. The term will also refer to any governmental successor as provided by statute or rule.

I-5. **The Committee.** The Utah Committee of Consumer Services. The term will also refer to any governmental successor as provided by statute or rule.

I-6. **Staff of the Wyoming PSC.** The regulatory staff of the Public Service Commission of Wyoming. The term will also refer to any governmental successor as provided by statute.

I-7. **Agreement of Purchase and Sale.** The amended agreement between Mountain Fuel Supply Company and Wexpro Company, dated April 24, 1978, by which certain non-utility properties, described in such document, were transferred from Mountain Fuel Supply Company to Wexpro.

PRODUCTS

I-8. **Natural Gas.** A gaseous substance whose major constituent is methane.

I-9. **Natural Gas Liquids.** All liquids extracted from a natural gas stream except liquids (including condensate) recovered by surface separators.

I-10. **Oil.** The generic term used to describe all products including minerals and hydrocarbons other than natural gas or natural gas liquids.

I-11. **Hydrocarbons.** A generic term used to refer to natural gas, natural gas liquids and oil collectively.

HYDROCARBON-PRODUCING PROPERTIES AND RELATED TERMS

I-12. **Account 101/105 Leaseholds.** All leasehold, operating rights, working interests, mineral and other interests in production which were held on July 31, 1981, by the Company and which were accounted for on that date in the Company's Accounts 101 or 105.

I-13. **Transferred Leaseholds.** All leasehold, operating rights, working interests, mineral and other interests in production which were held by Wexpro on July 31, 1981, and which had previously been accounted for in the Company's 101 or 105 Accounts immediately prior to transfer, but excluding leasehold or production rights acquired by farmout from the Company.

I-14. **Well.** The well bore and all underground and surface materials and facilities installed in connection with drilling into the earth's surface for the production or injection of hydrocarbons and other substances. The term "well" includes all appurtenant facilities.

I-15. **Appurtenant Facilities.** Those facilities, downstream from the wellhead, to and including the delivery point, that are necessary to make the products acceptable for delivery including, but not limited to, compression, transportation, gathering, separation, treating and certain processing facilities.

I-16. **Delivery Point.** That point, under standard industry practice, at which a purchaser of oil or natural gas liquids or natural gas takes delivery from the producer. This will generally be (i) at the inlet side of the dehydration unit for gas deliveries, and (ii) at the outlet side of tankage or other storage facilities for oil or natural gas liquid deliveries.

I-17. **Completed Well.** (a) A well ready for and capable of producing hydrocarbons in commercial quantities regardless of whether the necessary equipment and machinery is installed to permit continuous production and marketing of hydrocarbons or (b) a dry hole.

I-18. **Development Well.** A well drilled under the terms of this Agreement for carrying out development oil or development gas drilling, as those terms are defined in sections I-27 and I-28.

I-19. **Dry Hole.** A development well that (i) upon completion is clearly uneconomical to produce and is plugged and abandoned while the drilling rig is in place, or (ii) is otherwise not determined to be a commercial well under the procedures set forth in section I-20. If a commercial well is completed in a productive reservoir above the total depth drilled, that portion of the well below the lowest productive reservoir to total well depth will be considered a dry hole.

I-20. **Commercial Well.** A development well that, upon completion, (i) clearly produces sufficient quantities to pay, at market prices for the products, all costs of drilling, development and operation of the well, or (ii) requires further determination for classification as a commercial well or dry hole.

A well will be classified as a commercial well in the latter case under the following procedure:

(a) It will be produced for 30 days after stimulation (or such lesser time as state regulatory authority requires).

(b) Using the then-available test data for the last 10 days of the test period and economic analysis methods normally used in the industry, Wexpro will make an economic evaluation of the potential value of hydrocarbon production from the well. If the economic evaluation shows that production from the well, when valued at market prices, will pay the expenses of operating the well, including royalties and taxes, plus 50% of the drilling costs to completion to the wellhead, the well will be deemed a commercial well.

(c) If the well does not meet the test set forth in paragraph (b), Wexpro will notify the Company, the Division and the Staff of the Wyoming PSC of its intent to classify the well as a dry hole and will supply to each the economic evaluation and the factual basis for the conclusion. Information that is available at such time will be supplied and will include, if available, drilling costs to date, cost for completion, test data, projected life of the well, the decline curve based on field history, and such other data as would be relevant by industry standards.

(d) If the Company, notwithstanding Wexpro's intent to classify the well as a dry hole, desires to have the well produced and treated as a commercial well under this Agreement, it will so notify Wexpro, the Division and the Staff of the Wyoming PSC within 10 days of receipt of Wexpro's notice in paragraph (c). In such an event, Wexpro will produce the well and, in the absence of Division disapproval under paragraph (f) of this section, it will be deemed a commercial well for the purposes of this Agreement.

(e) If no notice from the Company is served on Wexpro pursuant to paragraph (d), the well will be classified as a dry hole and treated in accordance with the terms of this Agreement.

(f) If the Company elects to have a well produced under paragraph (d), the Division in consultation with the Staff of the Wyoming PSC and such experts as it deems prudent may notify the Company within 30 days of its receipt of the notice provided in paragraph (c) that it rejects the Company's election. Such a rejection will be final and not subject to rescission, modification or arbitration, except as otherwise determined by Commission order upon petition by the Company. If the Division rejects the Company's election under this paragraph and the Company does not seek Commission action, the well will be treated as a dry hole under this Agreement. If the Division does not, within the 30 days, reject the Company's determination that the well be produced and classified as a commercial well, such classification will be final and not subject to arbitration.

(g) Disputes concerning the accuracy, completeness and analysis of the data furnished, or the classification made by Wexpro, under paragraphs (b) and (c) may be the subject of the arbitration procedure set forth in section 9 of the Utah Stipulation to which this Agreement is attached. In no event, however, will wells be subject to reclassification as a result of production and other physical and economic data that become known or available after the analysis performed in paragraph (b) of this section.

I-21. Prior Wexpro Well. A well completed on or before July 31, 1981, on an Account 101/105 leasehold or a transferred leasehold and capitalized in the accounts of Wexpro on that date. All prior Wexpro wells are identified and listed on Schedule 2(b).

I-22. Prior Company Well. A well completed on or before July 31, 1981, and capitalized in the Company's utility accounts on that date. All prior Company wells are identified and listed on Schedule 3(b).

I-22A. Prior Well. A dry hole, as determined at the time of drilling (and not under the provisions of section 1-19), drilled by Wexpro or the Company on any 101/105 leasehold or transferred leasehold prior to August 1, 1981; or any prior Wexpro or prior Company well.

I-23. **Pool.** An underground accumulation of hydrocarbons in a single, separate natural reservoir characterized by a single pressure system. Each zone of a geologic formation which is completely separated from any other zone in the formation is a separate pool.

I-24. **Productive Oil Reservoir.** A portion of a pool underlying an Account 101/105 leasehold or a transferred leasehold into which a prior Wexpro well was completed on or before July 31, 1981. All productive oil reservoirs are identified on Schedule 2(a).

I-25. **Productive Gas Reservoir.** A portion of a pool underlying an Account 101/105 leasehold or a transferred leasehold into which a prior Company well was completed on or before July 31, 1981. All productive gas reservoirs are identified on Schedule 3(a).

HYDROCARBON OPERATIONS AND TRANSACTIONS

I-26. **Development Drilling Area.**

(a) For each prior Wexpro or prior Company well in a pool, a circle of radius 1980 feet centered at the well, and all additional surface area covered by:

(i) The single-well spacing unit for that well, as determined by the state agency with jurisdiction, and the eight authorized spacing units immediately north, east, west, south, northwest, northeast, southeast and southwest thereof, if state spacing applies to the well; or

(ii) The U.S. Geological Survey-approved participating area determined for royalty purposes for that pool, if the well is in a federal unit; or

(iii) If neither paragraph (i) nor (ii) are applicable, a square of sixteen 40-acre legal subdivisions for prior Company wells or four 40-acre legal subdivisions for prior Wexpro wells (or equivalent lots for irregular sections) situated so that the distance from the center of such square to the well is minimal. If this provision yields two or more squares, the square whose center is closest to the surface projection of the bottom-hole location will be used.

(b) For each prior well that is not a prior Wexpro well or a prior Company well and is within any development drilling area described in paragraph (a) of this section, a circle of radius 1980 feet centered at such well.

I-27. **Development Oil Drilling.** Any drilling completed (or recompleted in a prior well) after July 31, 1981; drilled within any development drilling area; and:

(a) Targeted and completed in a productive oil reservoir, or

(b) Drilled within 1980 feet of any prior well, completed in any pool above the lowest point to which such well had been drilled, and completed as a commercial well that produces primarily oil during the first 30 days of production.

I-28. **Development Gas Drilling.** Any drilling completed (or recompleted in a prior well) after July 31, 1981; drilled within any development drilling area; and:

(a) Targeted and completed in a productive gas reservoir, or

(b) Drilled within 1980 feet of any prior well, completed in any pool above the lowest point to which such well had been drilled, and completed as a commercial well that produces primarily gas during the first 30 days of production.

I-29. **Exploratory Drilling.** Any drilling after July 31, 1981, for the purpose of locating or producing hydrocarbons that is not development oil or gas drilling. Formations underlying Account 101/105 leaseholds or transferred leaseholds into which exploratory drilling is conducted will be referred to as "exploratory properties."

I-30. **Enhanced Recovery Facilities.** Such facilities as are necessary in connection with "secondary" and "tertiary" petroleum hydrocarbon recovery techniques. These techniques involve man-induced pressure changes or improved sweep efficiency using injected fluids within a productive oil or gas reservoir, often through injection of foreign materials or injection of natural gas for the purpose of increasing the yield from the reservoir. Such techniques do not refer to stimulation procedures used prior to completion to make a well commercial even if essentially similar procedures used on an already commercial well would be classified as "enhanced recovery procedures."

I-31. **Farmout.** The common petroleum industry transaction by which an oil and gas lease owner contracts to assign a lease or some portion of it to another who undertakes drilling obligations. The assignor usually retains an interest such as an overriding royalty, production payment or working interest.

ACCOUNTING AND RATEMAKING

I-32. **Depreciation.** A means by which the capital investment in an asset is recovered over the useful life of the asset. Depreciation is generally an expense deduction for federal and state income taxes purposes and is also an element of cost-of-service ratemaking for utilities. As used in this Agreement, depreciation will refer to the standard methods being used by the Company and Wexpro on July 31, 1981, and which are recognized and approved by the accounting profession and agencies having jurisdiction over such procedures. Any change to different depreciation methods for use herein (other than for tax purposes) must be approved in writing by the Division.

I-33. **Amortization.** A means by which intangible capital investments or other sums are recovered over the life of a related tangible asset or otherwise eliminated over a period of time. Standard accounting methods will be used to implement amortization as necessary. For purposes of this Agreement, exploration and development costs associated with dry holes will not be amortized.

I-34. **Royalty.** Generally, a percentage of the gross revenues generated from production from

a lease. The royalty owner or recipient remains legally responsible for his pro-rata share of handling and transportation costs (if taken in kind) and production-related taxes, including but not limited to severance, ad valorem, and windfall-profits taxes. For those leases from which production is owned only in part by the Company or Wexpro as of July 31, 1981, a royalty provided for in this Agreement will apply only to production attributable to the Company's or Wexpro's respective net interest, as the case may be.

I-35. Overriding Royalty. A royalty interest in oil and gas and other minerals produced at the wellhead in addition to the usual landowner's royalty reserved to the lessor.

I-36. Taxes. All exactions resulting from levies by government, including but not limited to taxes on income, property, production, operations, occupation, franchise, license, privilege, excise and payroll.

I-37. AFUDC. Allowance for funds used during construction. AFUDC is an amount equal to the base rate of return (r), as defined in section I-44, applied to funds used for construction purposes. No AFUDC charges will be included upon expenditures for construction projects that have been abandoned. When only a part of plant or project is placed in operation or is completed and ready for service but the construction work as a whole is incomplete, that part of the cost of the property placed in operation or ready for service will be treated as investment in Wexpro and AFUDC thereon as a charge to construction will cease. AFUDC on that part of the cost of the plant which is incomplete may be continued as a charge to construction until such time as it is placed in operation or is ready for service, except as otherwise limited in this provision.

I-38. Marginal Composite Income Tax Rate. The tax rate

$$t = t_f (1 - t_s) + t_s ,$$

where:

(a) t_f is the federal income tax rate for U.S. corporations that would apply to Wexpro's highest level of taxable income if Wexpro were to file a separate tax return, without regard to the actual tax rate (on July 31, 1981, this rate was 46%); and

(b) t_s is the weighted state tax rate calculated according to the formula given on Exhibit D. t_s will be fixed for each calendar year on the basis of data for the immediately previous calendar year. The rate fixed for the remainder of 1981 is 1.533%, as shown in the sample calculation on Exhibit D.

I-39. Account 101. Account 101 of the Uniform System of Accounts, used to record the original investment in gas plant owned and used by a utility entity in its natural gas operations.

I-40. Account 105. Account 105 of the Uniform System of Accounts, used to record the original investment in property owned and held for future use in natural gas service.

I-41. **Investment of Wexpro.** The investment base, designated portions of which will serve as the base to which various rates of return, as specified in this Agreement, will be applied. The investment of Wexpro on July 31, 1981, is agreed to be \$37,612,818. All subsequent increments to the investment of Wexpro will include future capital, net of depreciation, invested by Wexpro to produce hydrocarbons from productive oil and gas reservoirs and will be as otherwise provided in this Agreement. This will include all depreciated investment in plant and AFUDC in development well drilling and enhanced recovery facilities. New increments of deferred taxes or other tax "timing" reserves related to investments made after July 31, 1981, will be subtracted from those investments prior to inclusion in the investment of Wexpro. New increments of the investment of Wexpro after July 31, 1981, will not include any capitalized dry-hole costs.

I-42. **Return.** As used in this Agreement, the net from proceeds after they have been reduced by all applicable expenses (but not long-or short-term debt and preferred stock expense), depreciation, amortization and taxes.

I-43. **Rate of Return.** As a percentage, the return divided by the applicable investment.

I-44. **Base Rate of Return (r).** A percentage to be (i) applied to specified investment bases or (ii) used as a basis for determining other rates of return as required in this Agreement. The base rate of return (r) is determined by the following method:

(a) For the period August 1, 1981, through July 31, 1982, r will be fixed at 16.00%.

(b) For each subsequent 12-month period following July 31, 1982, r will be determined as of July 31 each year according to the following formula:

$$r = 16.00 + (i - 14.35),$$

where i is the following index:

The arithmetic average of the rate of return on common equity as authorized by the indicated regulatory agency for the 20 utility and natural gas companies listed on Schedule 1, such rates of return to be those in effect by valid order of the respective agencies on May 31 of the calendar year in which the average is being determined.

To the extent that the companies listed in Schedule I cease to exist under the corporate names indicated, there will be replacement by the successor or assignee company if that successor or assignee continues to provide the same utility service to the majority of customers served by the previous company in the relevant jurisdiction. Successor state regulatory agencies for those stat-regulated utilities listed in Schedule 1 will not affect the computation under this provision. If, however, any stat-regulated utility becomes federally regulated or unregulated, the parties will choose a replacement stat-regulated utility.

I-45. **Market Price.** The wellhead price per unit for hydro carbons produced, as determined

by the following provisions:

(a) The price upon which third-party royalty payments are to be made for production from the well, as such royalty price is established from time to time.

(b) If a price is not determinable under paragraph (a) at the time of delivery, the average of the three highest prices (if available) paid by a purchaser to a seller (neither of which is an affiliate of the Company) for a product of comparable quality in the same county of delivery or the same producing field, whichever is larger.

(c) If a price is not determinable under paragraphs (a) or (b) at the time of delivery, the highest price paid for the product of comparable quality in the nearest producing area.

I-46. **Cost-of-Service.** Economic value determined by the aggregation of the actual costs incurred in producing or providing a product. The cost-of-service formulation to be applied under the terms of this Agreement is set forth in Exhibit A.

I-47. **Product Allocation.** The method to be used for purposes of allocating costs, expenses, depreciation and investments, so that products jointly produced from common facilities can be accounted for separately, each carrying an appropriate allocation of the costs associated with that production. Allocations will be made on the following basis:

(a) Until July 1, 1985, or six months following the effective date of federal deregulation of natural gas ceiling prices under the Natural Gas Policy Act of 1978 or any successor or replacement federal legislation that would decontrol natural gas ceiling prices for gas developed after the date of this Agreement, whichever date occurs first, 12 Mcf of natural gas will be equivalent to one barrel of oil.

(b) After the earlier of the two dates in paragraph (a), a new equivalent ratio between natural gas and oil will be established on the basis of market price of decontrolled natural gas and oil.

II. PRODUCTIVE OIL RESERVOIRS

II-1. **List of Prior Wexpro Wells and Productive Oil Reservoirs.** Schedule 2(a) sets forth a complete list of productive oil reservoirs. Schedule 2(b) sets forth a complete list of prior Wexpro wells. Schedules 2(a) and 2(b) reflect the explicit agreement by Wexpro that the well known as Spearhead Ranch Unit Well No. 15 will be classified as a prior Wexpro well, the associated reservoir as a productive oil reservoir, and will be subject to the conditions and provisions of this Article II.

II-2. **Title and Operation.** Any right, title and interest to the properties described on Schedules 2(a) and 2(b) and the corresponding leases, operating rights, wells and appurtenant facilities held by Wexpro will be and remain the sole and exclusive property of Wexpro and will be held and operated by Wexpro in accordance with the terms and conditions of this Article II. Oil,

natural gas, and natural gas liquids from productive oil reservoirs will be developed and produced by Wexpro in a prudent manner in accordance with accepted industry standards.

II-3. Ownership of Oil, Natural Gas Liquids and Natural Gas. All oil, natural gas liquids and natural gas produced from productive oil reservoirs will be the property of and be sold or otherwise disposed of by Wexpro.

II-4. Oil and Natural Gas Liquids Proceeds. The total proceeds from the sale of oil and natural gas liquids from productive oil reservoirs, less royalties, will be subject to the following provisions:

(a) Proceeds will first be used to pay the costs and expenses of holding and operating the prior Wexpro wells and productive oil reservoirs. Such costs and expenses will include an allocation to Wexpro of expenses, depreciation, taxes, royalties and other reasonable business expenses of production. The procedures set forth in sections 1-4 of Exhibit A will serve as guidelines for this determination. In no event will deductible expenses include any exploration and development expenses associated with dry holes.

(b) As an example of the allocation to be performed under paragraph (a), where Wexpro employees are engaged in the operation and maintenance of producing oil wells and productive oil reservoirs and contemporaneously engaged in other activities of Wexpro, Wexpro will maintain accurate and complete time and other records for properly allocating the time and expenses of employees among such operations. Costs that can be directly assigned, such as investments in fractionating towers which benefit only natural gas liquids products, will be directly accounted for as a cost of producing that product.

(c) The investment of Wexpro and Wexpro's operating expense for the particular prior Wexpro wells will be allocated to the hydrocarbons produced in accordance with the product allocation method defined in section I-47.

(d) It is agreed that the investment of Wexpro in prior Wexpro wells and productive oil reservoirs will be depreciated by the unit-of-production method. For purposes of calculating the return provided by paragraph (e) of this section, this investment will be determined on a monthly basis, after additions and depreciation as provided herein.

(e) From the proceeds of the sale of oil and natural gas liquids (after deduction of expenses and all royalties as provided in this Article), Wexpro will deduct an amount sufficient to provide a return on that portion of the investment of Wexpro allocated to oil and natural gas liquids production. Such return will be calculated for each monthly income statement and will be the product of one-twelfth of that portion of the investment of Wexpro allocated to oil and natural gas liquids production at the end of that month multiplied by the base rate of return (r).

(f) Any remaining Wexpro oil and natural gas liquids net revenues will be allocated as follows:

(i) 54% of such remainder will be allocated to the Company and placed by the Company in an account used solely for the purposes of reducing natural gas rates, or disposed of otherwise by Commission order.

(ii) The remaining 46% will be retained by Wexpro as its separate property and will not be considered utility income or used to reduce natural gas rates.

(iii) To account appropriately for the income tax impact on the 54% allocation set forth in subparagraph (i) above, the sum paid to the Company by Wexpro will be the 54% described in subparagraph (i) divided by a tax-adjustment factor: 1.0 minus the marginal composite income tax rate, as defined in section I-38. (See Exhibit B.)

(iv) Wexpro's income statement for purposes of this Agreement will not include the resultant tax-adjusted sum paid to the Company as an expense under this paragraph, although it may so appear for income tax purposes or other purposes not covered by this Agreement.

(g) The royalty, expense and return treatment and the 54%-46% allocation described in this section will be referred to in this Agreement as the "54-46 formula." The accounting procedure set forth in this Article is illustrated by the sample calculations shown on Exhibit B.

II-5. Pricing of Gas from Oil Wells.

(a) Except for field and repressurization use, any and all natural gas produced by Wexpro from prior Wexpro wells or productive oil reservoirs will be priced at cost-of-service (see Exhibit A) and sold by Wexpro to the Company, subject to such federal laws and regulations as may be applicable to such a sale. In the event that the average monthly cost-of-service for all natural gas sold under this paragraph is in excess of average monthly market price for that natural gas, the difference between the average cost of service and the average market price will be treated as an expense of Wexpro for the purposes of the "54-46 formula," and such difference will not be included in the cost-service calculation.

(b) The Company may, at its discretion, enter into suitable transportation arrangements with third parties or any Company affiliate for transporting gas produced under this Article to its system.

II-6. Enhanced Recovery Procedures. It may be necessary or desirable to implement enhanced recovery procedures in certain prior Wexpro wells and productive oil reservoirs in order to maximize the recovery of oil. The investment in such procedures may be substantial and the results of these operations may not always be successful. If the revenues from the additional oil recovered as a result of such procedures do not cover the expenses, royalties and return as they are related to the enhanced recovery procedures, the initiation of such procedures would result in more of the total Wexpro oil production revenues being allocated to a return on this new capital, with less available for the "54-46 formula." To assure that investment for enhanced recovery procedures will be prudently made, the following terms will apply:

(a) Unless required by state or federal regulatory authority or by third-party co-participants, Wexpro will not install additional enhanced recovery facilities in the Brady-Weber, Brady-Nugget or Dry Piney-Nugget productive oil reservoirs before August 1, 1986. It is acknowledged that Wexpro has co-participants in these and other producing oil wells and productive oil reservoirs. If such co-participants desire to install additional enhanced recovery facilities, Wexpro may be required to participate in order to avoid breach of contractual obligations or other financial risks. If Wexpro is required to install additional enhanced recovery facilities in any of the three productive oil reservoirs named in this paragraph prior to August 1, 1986, the investment and rate of return applicable to such facilities will be the base rate of return (r).

(b) The capital investment required for enhanced recovery facilities will be made entirely by Wexpro. In lieu of the base rate of return (r), such enhanced recovery investment will be assigned a rate of return as follows:

(i) If, at the time an authority for expenditure (AFE) for an enhanced recovery project is executed, the total of the amounts described in subparagraphs II-4(f)(i) and (ii) for the prior 12 months have been less than 3.00% of the average investment of Wexpro allocated to oil production for such a 12-month period, the rate of return to apply only to that enhanced recovery investment will be the base rate of return plus a 2.00% risk premium ($r + 2.00$).

(ii) In all other cases, the base rate of return (r) will apply.

(c) The aggregate enhanced recovery facilities investment will look to all natural gas liquids and oil production for recovery of investment, expenses and return. Each amount invested will be deemed made on the first day of the month closest to the date when it was made and will be depreciated on the basis of individual enhanced recovery projects.

II-7. Uneconomical Production. When any productive oil reservoir is depleted to a point where, in the prudent judgment of Wexpro, it is no longer economically feasible to produce such a reservoir, production from that reservoir may be terminated, and the investment of Wexpro will be adjusted by the net difference between salvage value and abandonment or dismantling costs.

II-8. Development Oil Drilling. It is acknowledged that some additional development drilling into productive oil reservoirs may be required, but the extent of such development oil drilling required to effectively and efficiently produce the hydrocarbons from prior Wexpro wells and productive oil reservoirs is unknown. Any such development oil drilling will be subject to the following provisions:

(a) If a development well is required in the judgment of Wexpro to produce hydrocarbons more efficiently, Wexpro will drill such a well and assume the total risk of unsuccessful drilling, including dry-hole costs.

(b) If a commercial well results, the investment in such a development oil well will be included in the investment of Wexpro on the first day of the month nearest the date the well is

qualified as a commercial well. In lieu of the base rate of return r , the rate of return on commercial development oil wells will be equal to the base rate of return plus a risk premium of 5.00% ($r + 5.00$).

(c) For each development oil well spudded, Wexpro will keep detailed accounts of the funds used during drilling of such a well in accordance with the treatment of AFUDC set forth in section 1-37. Where a well is deemed to be a commercial well, the accumulated AFUDC for that well will be added to the investment of Wexpro along with the capital invested in the well.

(d) If production from any well drilled under the terms of this Article occurs and the well is determined to be a dry hole (as defined in section I.19), paragraph (b) of this section will not apply. Wexpro may, at its discretion, plug and abandon the well, or produce the well, and the well and all production from the well will be the sole property of Wexpro to dispose of at its discretion and to retain any proceeds.

(e) Wexpro will use prudent judgment in determining the desirability and necessity of development drilling under this Article as well as the timing and methods to be used in any such drilling.

(f) If any liquids extraction plant, sweetening plant or similar natural gas processing facility is required to be built, in the prudent judgment of Wexpro, to process natural gas deliverable to the Company under this Article, Wexpro will notify the Company, and the Company may, at its election, make the investment required and capitalize it in the Company's utility rate base. The method of division of product developed through the use of such facilities and the method of allocation of related costs and expenses will not be affected by this capitalization by the Company.

II-9. Gas for Repressurization. Gas being produced from a productive oil reservoir may be used to repressure the pool without compensation or obligation to the Company so long as no natural gas is consumed except for field or lease use. When such repressurization ceases and such natural gas is finally produced, it will be delivered to the Company at cost-of-service.

II-10. Delivery. The delivery of natural gas produced under the provisions of this Article II will be at the delivery point (defined in section I.16), and all costs of receiving the natural gas and all the necessary investment at and downstream from such a point will be the responsibility of the Company.

III. PRODUCTIVE GAS RESERVOIRS

III-1. List of Prior Company Wells and Productive Gas Reservoirs. Schedule 3(a) sets forth a complete list of productive gas reservoirs. Schedule 3(b) sets forth a complete list of prior Company wells.

III-2. Transfer of Leaseholds and Operating Rights.

(a) The Company will transfer to Wexpro all 101/105 Account leaseholds and

operating rights held by the Company and accounted for in its 101 Account on July 31, 1981, such transfer to be subject to a retention by the Company of the ownership of oil, natural gas liquids, natural gas and other minerals produced from productive gas reservoirs underlying such leaseholds.

(b) Wexpro will own all operating rights and will be the operator of all facilities related to such leaseholds. Wexpro will fund and drill or cause to be funded and drilled all necessary and appropriate development wells on these properties and provide the necessary facilities which in its opinion will be reasonably and prudently necessary to efficiently produce the hydrocarbons in the productive gas reservoirs.

III-3. Ownership of Gas Wells and Hydrocarbons. The prior Company wells and the hydrocarbons produced from productive gas reservoirs after July 31, 1981, will remain the property of the Company. The investment in such wells, installed as of July 31, 1981, will be accounted for in the Company's utility accounts. Proceeds from the sale of oil and natural gas from prior Company wells will be accounted for as utility revenues, except to the extent modified for "new oil" as provided in this Article.

III-4. Post-July 1981 Facilities. Any investment made in the productive gas reservoirs after July 31, 1981, and in commercial development gas wells (including appurtenant facilities) will not be capitalized into the Company's utility accounts, but will be capitalized by Wexpro, and Wexpro will be compensated for these investments by the Company as provided in section III-5. Necessary facilities installed downstream from the delivery point will be capitalized in the Company's utility accounts.

III-5. Operator Service Fee.

(a) Although Wexpro will have no ownership in the natural gas, natural gas liquids or oil produced from productive gas reservoirs, as operator it will bill the Company for the services it performs and for the use of the facilities it has installed to produce the Company's natural gas, natural gas liquids and oil.

(b) Billing for services will be on a monthly cost-of-service basis and will follow, to the extent applicable and practicable, the methods and practices employed by the Utah and Wyoming Public Service Commissions in determining the Company's cost of service prior to the effective date of this Agreement. Exhibit E sets forth the general guidelines for the cost-of-service charge to be made under this section.

(c) The monthly billing for services will specifically include a return on investment for post-July 1981 facilities (described in section III-4) at the base rate of return (r); except that investment in commercial development wells will be entitled to an additional 8.00% ($r + 8.00$).

III-6. Depreciation. For purposes of this Agreement, Wexpro's post-July 1981 investment in commercial development wells and appurtenant facilities will be depreciated monthly by the unit-of-production method except as otherwise provided in section I-32.

III-7. Delivery. The delivery of natural gas and natural gas liquids produced under the provisions of this Article III will be at the delivery point (defined in section I-16), and all costs of receiving, processing and gathering the natural gas and natural gas liquids and all the necessary investment at and downstream from such a point will be the responsibility of the Company.

III-8. Development Gas Drilling.

(a) Wexpro will exercise prudent judgment, as if it were the owner of the productive gas reservoirs, in determining the desirability and necessity of development gas drilling under this Article, as well as the timing and methods to be used in any such drilling.

(b) It is acknowledged that development drilling for natural gas often involves deep, time-consuming drilling that may not result in a commercial well. If any development gas well in a productive gas reservoir becomes a commercial well, the investment in the well (and in the appurtenant facilities up to the delivery point) will be capitalized in the post-July 1981 investment of Wexpro in the same manner and under the same conditions as for a development oil well drilled on the productive oil reservoirs outlined in Article II, including but not limited to the use by Wexpro of AFUDC at the base rate of return (r).

(c) Wexpro will spend or invest at least \$40,000,000 (undepreciated original cost) for development drilling in productive gas reservoirs under the provisions of this Article III between August 1, 1981, and July 31, 1986.

(d) If production from any well drilled under the terms of this Article occurs and the well is determined to be a dry hole (as defined in section I-19), Wexpro may, at its discretion, plug and abandon the well or produce the well, and the well and all production from the well will be the sole property of Wexpro to dispose of at its discretion and to retain the proceeds.

(e) If any liquids extraction plant, sweetening plant or similar natural gas processing facility is required to be built, in the prudent judgment of Wexpro, to process natural gas deliverable to the Company under this Article, Wexpro will notify the Company, and the Company may, at its election, make the investment required and capitalize the same in the Company's utility rate base. The method of division of product developed through the use of such facilities and the method of allocation of related costs and expenses will not be affected by this capitalization by the Company.

III-9. "New Oil" from Productive Gas Reservoirs.

(a) Oil from commercial wells completed after July 31, 1981, in productive gas reservoirs will be sold by Wexpro on behalf of the Company, and the resulting revenues will be apportioned between the Company and Wexpro as provided by the "54-46 formula."

(b) Oil produced under this section will bear a share of the productive gas reservoir's expenses and investment, determined by the product allocation method defined in section I-47.

(c) Any allocated oil investment related to post-July 1981 development gas wells

(under paragraph III-4 will carry with it the entitlement to apply a 5.00% risk premium in the "54-46 formula" as specified for development oil drilling in Article II.

(d) Any facilities that may be installed to separate or treat oil and natural gas liquids downstream from the delivery point will be installed by the Company and will be included in the Company's utility accounts.

III-10. Termination of Production. Should any production from productive gas reservoirs that is achieved by use of facilities installed by Wexpro after July 31, 1981, be terminated, such post-July 31, 1981 investment of Wexpro in productive gas reservoirs will be adjusted by the net difference between salvage value and abandonment or dismantling costs related to such facilities.

III-11. Off-System Natural Gas Production. If natural gas is developed from productive gas reservoirs at any time that cannot be economically delivered into the Company's distribution system or which is on July 31, 1981, being sold to third parties under long term contract, such Company-owned natural gas will be sold for the Company by Wexpro as the operator, and the revenues less expenses will be accounted for by the Company solely to reduce natural gas rates or as otherwise directed by Commission order.

III-12. Celsius Energy Company. For pub of this Article III, references to Wexpro will be construed as referring either to Wexpro or Celsius, as designated by the Company.

IV. EXPLORATORY PROPERTIES

IV-1. Account 101/105 Leaseholds. Set forth in Schedule 4(a) is the identification of all Account 101/105 leaseholds held in the Company's Account 101 on July 31, 1981., and transferred to Wexpro under Article III. Set forth in Schedule 4(b) is the identification of all Account 101/105 leaseholds held in the Company's Account 105 on July 31, 1981.

IV-2. Transfer of Account 105 Leaseholds. All leaseholds and operating rights held by the Company in Account 105 on July 31, 1981, will be transferred to Wexpro, effective August 1, 1981, subject to the conditions set forth elsewhere in this Article IV. All exploratory properties, as defined in section 1-29, that are associated with the 101/105 leaseholds held in the Company Account 101 on July 31, 1981, are to be transferred to Wexpro under Article III, but will be subject to the terms of this Article IV.

IV-3. Account 105 Productive Gas Reservoirs. Any productive gas reservoir underlying Account 105 leaseholds transferred under this Article and listed on Schedule 3(a) is subject to a retention by the Company of the ownership of oil, natural gas liquids, natural gas and other minerals produced from such reservoirs.

IV-4. 7% Overriding Royalty on Exploratory Properties. There is hereby retained by the Company a 7% of 8/8ths overriding royalty on all natural gas, natural gas liquids and oil produced from the exploratory properties, as defined in section I-29, subject to the following provisions:

(a) In the event that on July 31, 1981, (i) the operating and working interest of the Company in the properties to be transferred and assigned is less than the full operating and working interest in the lease, or (ii) the lease covers less than the full oil and natural gas mineral estate under the lands covered by the lease, then the overriding royalty interest of the Company will be proportionately reduced, and therefore the 7% will apply only to the interest of the Company or Wexpro on July 31, 1981.

(b) In the event Wexpro should farm out any of the exploratory properties, it will endeavor to ensure that the overriding royalty interest provided for in this section will not be diminished. In the event that Wexpro, in its sole discretion, determines that it is unable or unwilling to farm out an exploratory property on terms and conditions that would preserve such overriding royalty interest, then Wexpro may make such other farmout arrangements as it desires; provided, however, that the Company will receive, in lieu of the 7% overriding royalty interest provided above, a 10% overriding royalty interest solely on the share of the interest in hydrocarbon production actually received by Wexpro under such farmout arrangement.

(c) The overriding royalty applies to all oil, natural gas liquids and natural gas extracted under the terms and conditions of Wexpro's leasehold or other interests in exploratory properties. The calculation of the royalty is exemplified on Exhibit C.

(d) With respect to any specific lease to which this Article is applicable, the overriding royalty will continue until expiration or surrender of the lease. However, if Wexpro reacquires the lease within six months after expiration or surrender, the overriding royalty and first right of purchase provided in section IV-6 will be in full force on the reacquired lease. If Wexpro reacquires the lease after six months but before four years after expiration or surrender, the overriding royalty will be paid to the Company only after payout of any bonus payments or other out-pocket costs by Wexpro to reacquire the lease; the same first right to purchase attaches during this period. If Wexpro reacquires the lease four years or more after expiration or surrender, the Company will have no right, title or interest in the lease.

(e) If any interest in the exploratory properties is sold by Wexpro after July 31, 1981, such a sale will be subject to the overriding royalty provided for in this section, and Wexpro will use its best efforts to retain for the Company the first right of purchase provided for in section IV-6. The proceeds of any such sale will belong to Wexpro.

IV-5. Carrying Costs and Expenses of Exploratory Properties. Wexpro will have the sole responsibility for leasehold carrying costs and other expenses associated with unsuccessful exploratory drilling.

IV-6. The Company's First Right to Purchase.

(a) The Company or an affiliate of the Company designated to purchase such gas for resale to the Company will have a 30-day first right to purchase Wexpro's share of the natural gas produced from any exploratory property at market prices, whether or not the natural gas is deliverable to the Company's system. Wexpro will use its best efforts and due regard for its

responsibilities under this Agreement to preserve and maximize the supplies of such natural gas.

(b) Whenever Wexpro has natural gas available for sale that is subject to this first right to purchase, it will notify in writing the Company, or an affiliate of the Company designated to purchase such gas for resale to the Company, as the case may be. The one receiving notice will have 30 days from the date of service or personal delivery of such notice to elect, in writing, to purchase the natural gas described in such notice. Any failure to notify Wexpro of such an election within 30 days will be deemed an election not to purchase. Any election not to purchase, whether actual or constructive, will authorize Wexpro to dispose of only that natural gas subject to that notice in any manner deemed advisable by Wexpro and pay the Company only the applicable overriding royalty on that natural gas.

(c) In the event Wexpro's share of any natural gas produced under this Article is sold directly to the Company and any state governmental authority with ratemaking jurisdiction over the Company's resale transactions precludes it from recovering in its rates and charges any portion of the price to be paid to Wexpro under this section, the price will be reduced to equal the amount the Company has been allowed to recover. Under such a reduction, Wexpro may, at its sole discretion, elect to be released of its obligation to sell further gas which is subject to the price reduction effective upon written notice to the Company.

IV-7. Exploratory Property Farmout. In the event Wexpro should farm out any of the exploratory properties, Wexpro will use its best efforts to obtain a 30-day first right to purchase all natural gas produced by the farmee from such a property and will assign to the Company or affiliate designated by the Company for the benefit of the Company any such right to first purchase so obtained.

IV-8. Celsius Energy Company. For purposes of this Article IV, references to Wexpro will be construed as referring either to Wexpro or Celsius, as designated by the Company.

V. CERTAIN POST-1976 WEXPRO PROPERTIES

V-1. List of Properties. Schedule 5 sets forth certain properties acquired separately by Wexpro from sources other than the Company after December 31, 1976, which are subject to the provisions of this Article V. This includes approximately 128,000 acres acquired by Wexpro from third parties since the date of its organization in January 1977 until May 10, 1979. (Excluded from the provisions of this Article V are certain properties acquired by Wexpro prior to May 10, 1979, encompassing approximately 26,000 acres in Idaho, 3,000 additional acres earned by Wexpro under farmouts, and properties acquired prior to that date in Washington, Oregon, Nebraska, North Dakota and South Dakota.) Included on Schedule 5 are certain Wexpro leaseholds in the Bug Area in San Juan County, Utah, acquired after May 10, 1979.

V-2. Post-May 10, 1979, Wexpro Properties. All acreage and leasehold interests acquired after May 10, 1979, by Wexpro, except those certain properties listed in Schedule 5 will not be subject to any overriding royalty in favor of the Company, and the Company will have no right, title or interest therein, or in the oil, natural gas or natural gas liquids produced.

V-3. 2-1/2% Overriding Royalty in the Company. Wexpro hereby grants to the Company an overriding royalty of 2-1/2% of 8/8ths on all production from any property listed on Schedule 5, subject to the following provisions:

(a) In the event that on July 31, 1981, (i) the operating and working interest of Wexpro in the properties to be transferred and assigned is less than the full operating and working interest in the lease, or (ii) the lease covers less than the full oil and natural gas mineral estate under the lands covered by the lease, then the overriding royalty interest of the Company will be proportionately reduced and the 2 1/2% will therefore apply only to the interest of Wexpro on July 31, 1981.

(b) The overriding royalty applies to all oil, natural gas liquids, natural gas and other minerals extracted under the terms and conditions of Wexpro's leasehold or other interests in properties listed on Schedule 5.

(c) If any interest in the exploratory properties is sold by Wexpro after July 31, 1981, such a sale will be subject to the overriding royalty provided for in this section, and Wexpro will use its best efforts to retain for the Company a 30-day first right of purchase, such right to be the same as that provided for in section IV-6. The proceeds of any such sale will belong to Wexpro.

V-4. First Right of Purchase of Gas. In identical terms and intent as in Article IV, the Company will have a first right to purchase all natural gas produced from properties described on Schedule 5 on the same 30-day notice terms as in Article IV, which terms are hereby incorporated by this reference to the extent not contradictory. This provision does not apply to gas under contract or otherwise committed or dedicated on the effective date of this Agreement.

VI. PRE-1977 NON-UTILITY PROPERTIES

Properties that were acquired by the Company and recorded -directly in its non-utility accounts prior to January 1, 1977, are and will remain the separate property of Wexpro, and the Company will have no right, title or interest to them. These properties are set forth and described in Schedule 6.

VII. RELATIONSHIP TO PURCHASE AND SALE AGREEMENT

VII-1. Agreement of Purchase and Sale Superseded. The terms and conditions of the Agreement of Purchase and Sale of April 24, 1978, that confer current or future obligations and rights on Wexpro and the Company are superseded by this Agreement, and the Agreement of Purchase and Sale is terminated, effective on the effective date of this Agreement.

VII-2. Prior Transfer of Properties. Certain of the properties described in this Agreement were the subject of the conveyance from Mountain Fuel Supply Company to Wexpro under the Agreement of Purchase and Sale and have been held, operated and owned by Wexpro since the effective date of that Agreement. Except as provided in this Agreement to the contrary, such

properties will be and remain the sole and exclusive property of Wexpro.

VII-3. Prior Consideration. As partial consideration for the conveyance of properties from Mountain Fuel Supply Company to Wexpro Company under the Agreement of Purchase and Sale, Wexpro executed and delivered to the Company all of the then outstanding capital stock of Wexpro. Such delivery of common stock remains effective. No additional deliveries of Wexpro's common stock to the Company or return of its common stock to Wexpro is contemplated by this Agreement.

VIII. MISCELLANEOUS PROVISIONS

VIII-1. Successor and Assigns. This Agreement will be binding upon the parties and their successors and assigns. No assignment of any right or obligation under this Agreement will be valid if it operates to relieve the assignee of the obligations so assigned.

VIII-2. Integrated Provisions. The terms and conditions of this Agreement are to be treated as an integrated whole. To the extent that any singular provision is found to be unenforceable or voidable by a court or agency with proper jurisdiction, it is the intent of the parties that the remaining terms of this Agreement will not remain in force and be enforceable by the parties. Failure of any part of this Agreement will cause failure of the entire Agreement unless otherwise agreed to by the parties.

VIII-3. Limitations. The scope of this Agreement is limited to the matters directly addressed. It is not intended to cover any future activity, function, acquisition, transaction or other business endeavor initiated by, joined by or otherwise entered into by the Company, Wexpro, or any other subsidiary or affiliate of the Company unless specifically set forth in this Agreement.

VIII-4. Filing Reports. Wexpro and the Company will co operate in providing, in a timely manner when requested, information necessary for the preparation and filing of reports required by appropriate governmental bodies. However, nothing in this section will be construed to deprive either party of any right or election to decline to produce confidential materials or to attach conditions to any confidential disclosure.

VIII-5. Remedies. The parties may seek appropriate remedies at law and equity for breaches of the terms of this Agreement; except that, rescission will not be sought under any condition (except mutual assent), and no transfer, conveyance, grant or reservation executed under this Agreement may be rescinded.

VIII-6. Field and Lease Use. Wexpro may consume for field or lease use, without compensation or other obligation to the Company, reasonable quantities of any natural gas produced under Articles II, III, IV and V in connection with the production of hydrocarbons from the properties subject to the provisions of such Articles.

VIII-7. Force Majeure. If Wexpro or the Company is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than the obligation to make money payments, that party will give to the other party 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, will be suspended during, but no longer than, the continuance of the force majeure. The affected party will use all possible diligence to remove the force majeure as quickly as possible.

The requirement that any force majeure will be remedied with all reasonable dispatch will not require the settlement of strikes, lockouts, or other labor difficulty by the party involved contrary to its wishes. Such difficulties will be handled entirely within prudent and reasonable judgment of the party concerned.

The term "force majeure" means an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockade, public riot, lightning, fire, storm, flood, mechanical breakdown, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

VIII-8. Auditing Costs. Any billing to the Company by Wexpro for services under this Agreement or other determination of expenses may include, as a business expense, the allocated costs of auditing of only the properties and transactions covered by this Agreement by independent certified public accountants and other auditors as such audits may be required under the terms of this Agreement or the Wyoming and Utah Stipulations.

VIII-9. Instruments of Conveyance. Each party will execute such instruments and documents as may be deemed necessary or proper for effecting the intent of this Agreement. All such documents will, in all their terms, be in harmony with the provisions and intent of this Agreement.

VIII-10. Farmouts. Nothing in this Agreement will be construed to preclude Wexpro from entering into farmout agreements with third parties with respect to the transferred leaseholds or other properties assigned, conveyed or transferred under this Agreement as provided in this Agreement.

VIII-11. Surface Use. To the extent that Wexpro or the Company owns or controls any rights to the use or enjoyment of the surface of any of the properties that are subject to this Agreement, the party owning or controlling such surface rights will, to the extent that it has the legal right to so do, grant coextensive surface rights to the other party; provided that each party will be fully responsible for its own activities and facilities upon such lands. Whenever such properties are jointly used by the parties, each party will so conduct its activities upon such lands as to interfere as little as practicable with the activities and operations of the other party.

VIII-12. Lease and Other Legal Obligations. Unless otherwise herein provided to the contrary, Wexpro agrees at its sole cost, risk and expense to perform and comply with any and all legally binding lease or other contractual obligations pertaining to the transferred leaseholds and other properties transferred to it under this Agreement and will comply with all laws, rules and regulations relating to the production of oil and natural gas from such properties and facilities. However, Wexpro will be at liberty to determine for itself the nature, extent and applicability of such obligations, whether contractual or otherwise.

VIII-13. **Standard of Operation.** Except as specifically provided herein, in all aspects of exploration for and development of oil and natural gas discoveries and production on transferred leaseholds and Account 101/105 leaseholds transferred under this Agreement, the parties will operate in accordance with prudent, standard and accepted field and reservoir management and engineering practices, and with due regard for the benefits provided the Company's utility operations.

VIII-14. **Exploration Data.** In connection with the properties subject to this Agreement, the Company will transfer to Wexpro all exploration-related geological, geophysical and land data and information that it held on July 31, 1981, and reduce its employment and overhead costs accordingly.

VIII-15. **Functional Accounting.** For purposes of carrying out the terms and conditions of this Agreement, Wexpro will maintain appropriate separate functional accounting of the transactions required under this Agreement.

VIII- 16. **Additional Payment.** As partial consideration for the aggregate rights, benefits and covenants conferred under this Agreement, Wexpro will pay the Company to be credited to its utility accounts the sum of \$250,000 per year for 12 consecutive years.

IX. EFFECTIVE DATE

The effective date of the terms and conditions of this Agreement is August 1, 1981.

X. ATTACHMENTS

X-1. **Exhibits.** Attached to and made a part of this Agreement by reference are the following exhibits:

Exhibit	Title
A	Cost of Service Formulation
B	Sample Calculation of Productive Oil Reservoir Accounting
C	Sample Overriding Royalty Calculation
D	Marginal Composite Tax Rate Calculation
E	Operator Service Fee

X.2. Schedules. Attached to and made a part of this Agreement by reference are the following schedules:

Schedule	Title
1	Base Rate of Return Index Companies
2(a)	Productive Oil Reservoirs
2(b)	Prior Wexpro Wells
3(a)	Productive Gas Reservoirs
3(b)	Prior Company Wells
4(a)	Account 101 Leaseholds
4(b)	Account 105 Leaseholds
5	Post-1976 Wexpro Properties in which the Company has a Royalty
6	Pre-1977 Non-Utility Properties

EXHIBIT A

**Cost of Service
Formulation for Gas
from Oil Reservoirs**

EXHIBIT A
COST OF SERVICE FORMULATION
FOR GAS FROM OIL RESERVOIRS

The monthly cost of service charge directly attributable to the sale to Mountain Fuel Supply Company of natural gas provided by Wexpro Company from certain properties as set forth in the Agreement will include the following costs. (Section references are to the relevant portions of the Agreement to which this exhibit is attached.)

1. Operating Expenses. Reasonable and necessary operating expenses incurred by Wexpro and allocated to the production, gathering, treatment and disposition of natural gas. Such expenses will include operating and maintenance expenses, administrative and general expenses, royalties (including compensatory royalties) and fees based on the monthly level of production, and other common business expenses.

2. Depreciation. The allocated monthly depreciation expense as computed by the unit-of-production method where applicable or one-twelfth of any annual depreciation expense computed using applicable depreciation methods other than the unit-of-production method as allowed by and computed under the terms of the Agreement.

3. Amortization and Depletion. The allocated monthly accrual recorded for the billing month as amortization and depletion of producing lands and land rights, amortization of intangible gas plant and other amortized expenses.

4. Taxes.

(a) Taxes Other than Income Taxes. Accruals recorded for the billing month with respect to taxes other than federal and state income taxes allocated to natural gas operations, adjustments of such accruals for tax expenses previously billed, and such taxes paid but not previously billed, including any state and local income taxes.

(b) Federal and State Income Taxes. Federal and state income taxes for the billing month attributable to the investment of

Wexpro allocated to natural gas production facilities, computed by multiplying the return by the marginal composite income tax rate (section I-38) divided by 1.0 minus the marginal composite income tax rate.

5. **Return.** Return is computed using the base rate of return (section I-44) as adjusted from time to time under the procedure specified in the Agreement. For natural gas that is produced from enhanced recovery facilities to which a 2% adjustment is applicable (paragraph II-6(b)), the 2% risk premium applies to those facilities only. For natural gas that is produced from development gas wells to which a 5% risk adjustment is applicable (paragraph II-8(b)), the 5% risk premium applies to those facilities only.

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) no risk premium, (ii) the 2% risk premium, and (iii) the 5% risk premium, and will be one-twelfth of the sum of:

(a) The allocated, actual original investment including AFUDC in wells, well facilities and plant facilities utilized or held for future use in connection with the production, gathering, treatment and disposition of natural gas and oil, less accumulated reserves for depreciation and amortization of such plant facilities; plus

(b) A general plant allowance calculated by multiplying the amount in paragraph (a) above by 6.3%; plus

(c) A cash working capital allowance for each category of investment (no risk premium, 2% risk premium, and 5% risk premium) equal to $\frac{45}{365}$ of the allocated operating expenses, identified in section 1 above, less royalties and annualized by multiplying the monthly amounts by 12; plus

(d) A credit for the balance of accumulated deferred income taxes and other tax-timing reserves accrued solely as a result of facilities installed after July 31, 1981, for each category of investment (no risk premium, 2% risk premium, 5% risk premium).

6. Costs, expenses and investments will be allocated only when direct assignment cannot be made to specific products. When any cost, expense or investment is related to the production of joint products and direct assignment cannot be made, the product allocation procedure (section I-47) will be used.

7. Page 4 of this exhibit is an example of the calculations to be used for natural gas that is subject to this cost-of-service determination. The individual numbers are illustrative only and do not represent any actual circumstances.

EXHIBIT A
SAMPLE COST-OF-SERVICE CALCULATION
GAS SOLD BY WEXPRO TO THE COMPANY
FROM PRODUCTIVE OIL RESERVOIRS¹

	Total (1)	Post- July 31, 1981 Facilities (2)	Post-July 31, 1981 Enhanced Recovery Facilities Subject to:		Post- July 31, 1981 Development Drilling Facilities (5)
			Base Rate of Return (r) (3)	(r + 2.00%) (4)	
1. Investment					
2. Net Plant Investment in Productive Oil Reservoirs	\$57,000	\$48,300	\$5,060	\$1,190	\$2,450
3. Gas Production Investment:					
4. Directly Assignable to Gas Production	1,010	800	100	70	40
5. Allocation Based on Product Allocation (51-47)	6,200	5,000	460	170	570
6. Net Investment in Gas Production Facilities	\$ 7,210	\$ 5,800	\$ 560	\$ 240	\$ 610
7. Add:					
8. General Plant @ 6.3%	454	366	35	15	38
9. Cash Working Capital: 45/365 x (O&M + A&G) x 12	132	117	8	3	4
10. Deferred Income Tax Accrual	(54)	—	(20)	(9)	(25)
11. Total Investment Base for Return Calculation:	\$ 7,742	\$ 6,283	\$ 583	\$ 249	\$ 627
12. Cost of Service					
13. Total Expenses for Month	\$ 2,500	\$ 2,173	\$ 207	\$ 46	\$ 74
14. Directly Assignable Expenses - Oil & Gas	701	618	57	10	16
15. Directly Assignable Expenses - Gas					
16. Operating & Maintenance Expenses	1	—	1	—	—
17. Administrative & General Expenses	—	—	—	—	—
18. Royalties	94	83	6	2	3
19. Other Taxes	1	1	—	—	—
20. Depreciation	1	—	—	—	1
21. Total - Gas Direct Expenses	97	84	7	2	4
22. Allocable Expenses - Oil & Gas	\$ 1,799	\$ 1,555	\$ 150	\$ 36	\$ 58
23. Allocable Expenses - Gas					
24. Operating & Maintenance Expenses	70	64	3	1	2
25. Administrative & General Expenses	18	15	1	1	1
26. Royalties	—	—	—	—	—
27. Other Taxes	79	66	7	2	5
28. Depreciation	93	75	9	2	7
29. Total - Gas Allocable Expenses	\$ 260	\$ 219	\$ 20	\$ 6	\$ 15
30. Return Computations					
31. Applicable Rate of Return		16.00%	16.00%	18.00%	21.00%
32. Return on Investment (line 11 x line 31)/12	\$ 107	\$ 84	\$ 8	\$ 4	\$ 11
33. Federal Income Taxes (line 32 x .46) / (1 - .54)	91	72	7	3	9
34. Total Monthly Cost of Service (lines 21 + 29 + 32 + 33)	\$ 555	\$ 459	\$ 42	\$ 15	\$ 39

¹All figures are hypothetical and only for the purpose of demonstrating the method of calculating the cost-of-service price for gas sold by Wexpro to the Company.

EXHIBIT B

**Sample Calculation of
Productive Oil Reservoir
Accounting**

**EXHIBIT B
SAMPLE CALCULATION
PRODUCTIVE OIL RESERVOIR ACCOUNTING¹**

	Total	Post- July 31, 1981 Facilities	Post-July 31, 1981 Enhanced Recovery Facilities Subject to:		Post- July 31, 1981 Development Drilling Facilities	Allocated to Cost- of-Service Natural Gas
			Base Rate of Return (r)	(r + 2.00%)		
1 Net Plant Investment in Productive Oil Reservoirs	\$57,000	\$48,300	\$5,060	\$1,198	\$2,450	
2 Allocation of Investment						
2 Directly Assignable to Products		12,000	1,500	50	240	1,010
3 Allocated Based on Product Allocation		30,500	3,000	900	1,600	6,200
4 Allocated Investment		\$42,500	\$4,500	\$ 950	\$1,840	\$7,210
5 Total Revenues for Month from Sale of Oil	\$ 4,520	\$ 3,700	\$ 540	\$ 96	\$ 185	
6 Total Expenses for Month	\$ 2,500	\$ 2,173	\$ 207	\$ 46	\$ 74	
6 Allocation of Expenses for Month						
7 Directly Assignable to Products		534	50	8	12	97
8 Allocated Based on Product Allocation		1,336	130	30	43	260
9 Allocated Expenses		\$ 1,870	\$ 180	\$ 38	\$ 55	\$ 357
10 Operating Income for Month		\$ 1,830	\$ 360	\$ 57	\$ 130	\$ 130
11 Federal and State Income Taxes at 46.828% ²		856	169	27	61	61
12 Net Income from Oil after Taxes	\$ 1,264	\$ 974	\$ 191	\$ 30	\$ 69	
13 Rate of Return For Investment Recovery		16.00%	16.00%	18.00%	21.00%	
14 Return Allocated to Oil Investment (line 4 x line 13)/12	\$ 673	\$ 567	\$ 60	\$ 14	\$ 32	
15 Amount to Be Divided Between Company and Wexpro	\$ 591	\$ 407	\$ 131	\$ 16	\$ 37	
16 Company Portion at 54%	319	220	71	9	20	
17 Payment to Company (line 16)/(1-.46828)	\$ 600	\$ 413	\$ 133	\$ 16	\$ 37	
18 Restatement of Wexpro's Monthly Oil Net Income						
19 Revenue For Month	\$ 4,520					
20 Expenses for Month - Oil						
21 Previous Expense - Total	\$2,143					
21 Amount to Company	600					
22 Total Restated Expenses for Month	(2,743)					
23 Restated Operating Income	\$ 1,777					
24 Income Taxes at 46.828%	(832)					
25 Restated Wexpro Net Income After Taxes	\$ 945					

¹ All figures are hypothetical and used only for demonstrating the method of calculating payment to the Company for oil production from the productive oil reservoirs, as provided in Article II of the Agreement.

² See Exhibit D.

**Sample Overriding
Royalty Calculation**

EXHIBIT C

EXHIBIT C

OVERRIDING ROYALTY CALCULATION

Description	LEASE A		LEASE B		LEASE C		LEASE D	
	Before Back-In	After Back-In	Before Back-In	After Back-In	Before Back-In	After Back-In	Before Back-In	After Back-In
Net Interest								
Farmout - ORR Preserved								
Before Farmout								
After Farmout	100%	40.0%	50%	20.0%	100%	40.0%	50%	20.0%
Less: Gross Revenues	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Wetrop's Gross Revenues	\$6.25	\$40.00	\$3.125	\$20.00	\$6.25	\$40.00	\$3.125	\$20.00
Farmer's Gross Subject to ORR	\$100.00	\$60.00	\$96.875	\$80.00	\$93.75	\$60.00	\$96.875	\$80.00
Wetrop's Gross Subject to ORR	\$0	\$40.00	\$0	\$20.00	\$0	\$40.00	\$0	\$20.00
Total Gross Subject to ORR	\$100.00	\$100.00	\$96.875	\$100.00	\$93.75	\$100.00	\$96.875	\$100.00
Royalty Rate on Gross	7.00%	7.00%	7.00%	7.00%	7.50%	7.50%	7.50%	7.50%
Overriding Royalty on Gross	\$7.00	\$7.00	\$3.50	\$3.50	\$2.50	\$2.50	\$1.25	\$1.25
Farmout - ORR Not Preserved								
Net Interest								
Before Farmout								
After Farmout	100%	50.0%	50%	25.0%	100%	50.0%	50%	25.0%
Less: Gross Revenues	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Wetrop's Gross Revenues	\$6.25	\$50.00	\$3.125	\$25.00	\$6.25	\$50.00	\$3.125	\$25.00
Royalty Rate on Wetrop's Gross	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
ORR on Wetrop's Gross	\$0.625	\$5.00	\$0.3125	\$2.50	\$0.625	\$5.00	\$0.3125	\$2.50

1 The entries represent typical transactions only and are strictly hypothetical.
 2 Overriding Royalty - 7% ORR, section IV 4 of the Agreement; 20%, section V.3.
 3 7% ORR replaced by 10% ORR on gross receipts only; see paragraph IV 4(b).

**Marginal Composite Tax
Rate Calculation**

EXHIBIT D

EXHIBIT D
MARGINAL COMPOSITE TAX
RATE CALCULATION

For determining the marginal composite tax rate defined in section I-38, the composite state tax rate t_s is determined as follows:

$$t_s = \sum r_i \times \frac{\text{Inv}_i + \text{Rcpt}_i + W_i}{3}$$

where

- Inv_i is the percentage of Wexpro's total-company investment in state i ,
- Rcpt_i is the percentage of Wexpro's total-company gross receipts from state i ,
- W_i is the percentage of Wexpro's total-company wages paid to employees residing in state i ,
- r_i is the marginal state tax rate applicable in state i .

The summation ranges over all states in which Wexpro has investment or employees or makes sales. (Note that $\sum \text{Inv}_i = 1.0$, $\sum \text{Rcpt}_i = 1.0$, and $\sum W_i = 1.0$.)

COMPOSITE STATE TAX RATE CALCULATION - 1981¹

i State	Inv _i	Rcpt _i	W _i	r _i	r _i x $\frac{Inv_i + Rcpt_i + W_i}{3}$
1 Utah	.07735	.02799	.58211	.0400	.00917
2 Wyoming	.77443	.88316	.29687	.0	.0
3 Colorado	.07192	.01613	.06149	.0500	.00249
4 Idaho	.00922	.0	.0	.0650	.00020
5 Montana	.00846	.00131	.0	.0675	.00022
6 New Mexico	.00638	.00144	.05953	.0500	.00112
7 Nevada	.01806	.02862	.0	.0	.0
8 N. Dakota	.03337	.04135	.0	.0850	.00212
9 S. Dakota	.00018	.0	.0	.0	.0
10 Oregon	.00053	.0	.0	.0750	.00001
11 Nebraska	.00010	.0	.0	.04125	.0
Totals	1.00000	1.00000	1.00000		.01533

$t_s = .01533$

$t = t_f (1 - t_s) + t_s$

$t = .46 (.98467) + .01533$

$t = .46828$

¹ All data is for calendar year 1980.

EXHIBIT E

Operator Service Fee

EXHIBIT E
OPERATOR SERVICE FEE

The monthly operator service fee to be charged to Mountain Fuel Supply Company by Wexpro for the production of hydrocarbons from certain properties as set forth in Article III of the Agreement will include the costs detailed below. Any reference to investment and facilities in this determination will be only to "post-July 1981 facilities" as described in section III-4 of the Agreement. No leasehold carrying costs or exploration and development expenses related to dry holes will be included as costs or expenses in this determination. (The Company's investment in properties described in Article III made prior to July 31, 1981, and other Company investment made after July 31, 1981, pursuant to Article III will be accorded rate-base treatment as a part of the Company's natural gas rate determinations by the Utah and Wyoming Public Service Commissions.

1. Operating Expenses. Reasonable and necessary operating expenses incurred by Wexpro and allocated to the production, gathering, treatment and disposition of hydrocarbons. Such expenses will include operating and maintenance expenses, administrative and general expenses, royalties (including compensatory royalties) and fees based on the monthly level of production, and other common business expenses.

2. Depreciation. The allocated monthly depreciation expense as computed by the unit-of-production method where applicable or one-twelfth of any annual depreciation expense computed using applicable depreciation methods other than the unit-of-production method as allowed by and computed under the terms of the Agreement.

3. Amortization and Depletion. The allocated monthly accrual recorded for the billing month as amortization and depletion of producing lands and land rights, amortization of intangible gas plant and other amortized expenses.

4. Taxes.

(a) Taxes Other than Income Taxes. Accruals recorded for the billing month with respect to taxes other than federal and state income taxes allocated to natural gas operations, adjustments

of such accruals for tax expenses previously billed, and such taxes paid but not previously billed, including any state and local income taxes.

(b) **Federal and State Income Taxes.** Federal and state income taxes for the billing month attributable to applicable investment in hydrocarbon production facilities, computed by multiplying the return by the marginal composite income tax rate (section I-38) divided by 1.0 minus the marginal composite income tax rate.

5. **Return.** Except for Wexpro's investment in commercial development wells, return on post-July 31, 1981, facilities (section III-4) is computed using the base rate of return (r) (section I-44), as adjusted from time to time under the procedure specified in the Agreement. For investment in commercial development wells, the return is computed on the basis of the base rate of return plus a risk premium of 8.00% (r + 8.00).

The investment used as a base to which a rate of return is applied will be computed in total for each category of investment subject to (i) no risk premium, and (ii) the 8% risk premium, and will be one-twelfth of the sum of:

(a) The actual-original investment including AFUDC in wells, well facilities and plant facilities utilized or held for future use in connection with the production, gathering, treatment and disposition of natural gas, natural gas liquids and oil, less accumulated reserves for depreciation and amortization of such plant facilities; plus

(b) A general plant allowance of 6.3% times the sum of the amount in paragraph (a) and the depreciated investment in wells, well and plant facilities related to production of hydrocarbons under Article III of the Agreement as reflected in the Company's Utah and Wyoming Public Service Commission utility rate base (It is understood that the Company will correspondingly reduce its Utah and Wyoming Public Service Commission utility rate base by those investments in general plant that have heretofore been used in carrying out activities in connection with such properties); plus

(c) A cash working capital allowance for each category of investment (no risk premium, and 8% risk premium) equal to 45/365 of the allocated operating expenses, identified in section I above, less royalties and annualized by multiplying the monthly amounts by 12; plus

(d) A credit for the balance of accumulated deferred income taxes and other tax-timing reserves accrued solely as a result of facilities installed after July 31, 1981, for each category of investment (no risk premium, 8% risk premium).

6. Costs, expenses and investments will be allocated where appropriate, but only when direct assignment cannot be made.

SCHEDULE 1

**Base Rate of Return
Index Companies**

SCHEDULE 1
"Wexpro Case" Agreement
BASE RATE OF RETURN INDEX COMPANIES

<u>Company Name</u>	<u>Activity¹</u>	<u>Regulatory Agency</u>	<u>Authorized Base of Return on Common Equity on May 31, 1961</u>
1. Idaho Power Company	Electric Services	Idaho Public Service Commission	14.50%
2. Intermountain Gas Co.	Gas Distribution	Idaho Public Service Commission	14.50%
3. Montana Power Company	Electric Services	Montana Public Service Commission	13.45%
4. Montana-Dakota Utilities Co.	Gas Distribution	Montana Public Service Commission	13.50%
5. Pacific Power & Light	Electric Services	Wyoming Public Service Commission	14.64%
6. Northern Utilities, Inc.	Gas Distribution	Wyoming Public Service Commission	13.50%
7. Nevada Power Company	Electric Services	Nevada Public Service Commission	15.00%
8. Southwest Gas Corp.	Gas Distribution	Nevada Public Service Commission	15.20%
9. Utah Power & Light Co.	Electric Services	Utah Public Service Commission	16.80%
10. Mountain States Tel. & Tel. Co.	Tele communications	Utah Public Service Commission	14.50%
11. Public Service Co. of Colorado	Gas Distribution	Colorado Public Service Commission	15.45%
12. Mountain States Tel. & Tel.	Tele communications	Colorado Public Service Commission	11.90%
13. Arizona Public Service Co.	Electric Services	Arizona Corporation Commission	15.00%
14. Southwest Gas Corp.	Gas Distribution	Arizona Corporation Commission	16.00%
15. Public Service Co. of New Mexico	Electric Services	New Mexico Public Service Commission	15.50%
16. Southern Union Gas Co.	Gas Distribution	New Mexico Public Service Commission	15.50%
17. Colorado Interstate Corp.	Gas Transmission	Federal Energy Regulatory Commission	13.25%
18. Northwest Pipeline Corp.	Gas Transmission	Federal Energy Regulatory Commission	13.75%
19. Kansas-Nebraska Natural Gas Co.	Gas Transmission	Federal Energy Regulatory Commission	13.00%
20. Transwestern Pipeline Co.	Gas Transmission	Federal Energy Regulatory Commission	12.00%

¹ For purposes of calculating the base rate of return, the allowed return only on the indicated operations of each company is to be used.

**Productive Oil
Reservoirs**

SCHEDULE 2(a)

**SCHEDULE 2(a)
"Wexpro Case" Agreement
PRODUCTIVE OIL RESERVOIRS**

Field Name	State	Formation	Marker Well ¹	Marker Well Location ²	Productive Oil Reservoir ³	
					Interval Top	Interval Base
Ace Unit	Colorado	Wasatch	Ace Unit #8	SWSE Sec 28, T12N, R97W	2,703	3,105
East Hiawatha	Colorado-Wyoming	Wasatch	Newberger #6	NWSE Sec 13, T12N, R100W	1,920	2,426
Jacks Draw Unit	Colorado	Wasatch	Jacks Draw Unit #11	SWSW Sec 2, T11N, R97W	3,074	3,130
McClellan	Colorado	Desert Creek	McClellan Basin #2	SWNE Sec 15, T37N, R19W	5,910	5,958
Powder Wash	Colorado	Wasatch Fort Union	H. W. Stewart #4	SWNE Sec 32, T12N, R97W	2,740 5,120	5,120 5,270
Trap Springs	Nevada	Pritchard Station	Trap Springs #1R	NWSE Sec 27, T9N, R56E	3,755	4,170
Bug	Utah	Lwr Desert Cr. Honaker Trail	Bug Well #4	NESW Sec 16, T39N, R26E	6,283 4,570	6,320 4,672
Castle Peak	Utah	Green River	Castle Peak Unit #5	NWSW Sec 24, T9S, R15W	2,898	5,158
Day Wolf Mountain	Utah	Green River-Wasatch	Broadhead #1	CNE Sec 21, T2S, R6W	11,106	13,806
Patterson Canyon	Utah	Lower Ismay	Patterson Unit #1	NENW Sec 5, T38S, R25E	5,492	5,653
Patterson Unit	Utah	Lower Ismay	Patterson Unit #1	NENW Sec 5, T38S, R25E	5,492	5,653
Rich Creek Unit	Wyoming	Wasatch/Almy Mesaverde	Birch Creek Unit #1	NENW Sec 14, T27N, R113W	Surface 2,417	2,417 2,970

¹The marker well is a representative well in the field (usually the deepest well). A dated mechanical log from such well was used to determine the top and base of the productive interval. Marker wells are not necessarily prior Company wells or prior Wexpro wells, as defined in the Agreement; they may be third-party wells.

²Marker well location may not be within a development drilling area, as defined in the Agreement; its selection is related to the productive formation and the reliability and quality of the data to indicate stratigraphic equivalency elsewhere in the formation.

³Top and base (feet below the surface) in the marker well. Extent of productive oil reservoir elsewhere is the stratigraphic equivalent of this interval; the areal extent of the productive oil reservoir is defined in the Agreement.

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Oil Reservoir	
					Interval Top	Interval Base
Brady Unit (North)	Wyoming	Entrada	Brady Unit Well #14	SWSE Sec 4, T17N, R100W	11,607	11,756
		Nugget			11,756	12,275
		Weber			13,660	14,535
Brady Unit (South)	Wyoming	Weber	Brady Unit #1	NENW Sec 11, T16N, R101W	13,595	14,400
		Nugget			11,660	12,202
		Phosphoria			13,365	13,595
Bruff Unit	Wyoming	Morgan	Bruff Unit #1	SWSW Sec 22, T19N, R112W	17,290	17,350
Dry Piney Unit	Wyoming	Nugget	Dry Piney Unit #18	NWSW Sec 10, T27N, R114W	10,915	11,517
Feather-Highland-Scott	Wyoming	Upper Parkman	Hannifin Federal #1	NESE Sec 18, T35N, R71W	8,560	8,700
Powell (Spearhead Ranch Part)	Wyoming	3rd Bench- 1st Frontier	Spearhead Ranch Unit #18	SWNE Sec 22, T39N, R74W	12,402	12,435
Powell (Spearhead Ranch Part)	Wyoming	1st Bench- 1st Frontier	U.S.A. Dilts #31-1	NESW Sec 31, T40N, R73W	11,610	11,630
		3rd Frontier			12,165	12,205
Ross (Fox)	Wyoming	3rd Frontier	Moore Federal #1-1	SWNE Sec 1, T40N, R75W	12,700	12,725
South Spearhead (Fox)	Wyoming	1st Bench- 1st Frontier	South Spearhead Fed #1-24	CSE Sec 24, T37N, R75W	12,730	12,782
Spearhead Ranch Unit (Part)	Wyoming	1st Bench- 1st Frontier	Spearhead Ranch Unit #1A	SENW Sec 13, T39N, R75W	12,585	12,595
Trabing (Boonidee)	Wyoming	Frontier	Federal #1-10	NWSE Sec 10, T46N, R80W	12,624	12,664
Yellow Creek	Wyoming	Twin Creek	Yellow Creek #1-36	SWNE Sec 36, T15N, R121W	5,928	6,738

Prior Wexpro Wells

SCHEDULE 2(a)

SCHEDULE 2(b)
"Wexpro Case" Agreement
PRIOR WEXPRO WELLS

FIELD-NAME	PRIOR WEXPRO WELL	FIELD-NAME	PRIOR WEXPRO WELL	FIELD-NAME	PRIOR WEXPRO WELL
Ace Unit (Colorado)	Ace Unit #5 Ace Unit #8	Birch Creek Unit (Wyoming)	Birch Creek Unit #62 Birch Creek Unit #63 Birch Creek Unit #65 Birch Creek Unit #67 Birch Creek Unit #68 Birch Creek Unit #69 Birch Creek Unit #70 Birch Creek Unit #71 Birch Creek Unit #74 Birch Creek Unit #75 Birch Creek Unit #76 Birch Creek Unit #77 Birch Creek Unit #79 Birch Creek Unit #82 Birch Creek Unit #83 Birch Creek Unit #84 Birch Creek Unit #20 Birch Creek Unit #28 Birch Creek Unit #33 Birch Creek Unit #34 Birch Creek Unit #36 Birch Creek Unit #37 Birch Creek Unit #38 Birch Creek Unit #39 Birch Creek Unit #40 Birch Creek Unit #42 Birch Creek Unit #44 Birch Creek Unit #45	Dry Piney Unit (Wyoming)	Dry Piney Unit #20 Dry Piney Unit #21 Dry Piney Unit #24 Dry Piney Unit #25
East Hiawatha (Colorado)	East Hiawatha 17-2 F. Wilson B #4 F. Wilson A #5 F. Wilson A #7 F. Wilson B #8 F. Wilson B #11 F. Wilson B #12 F. Wilson B #13 F. Wilson B #14 F. Wilson B #15 F. Wilson A #17 F. Wilson A #18 F. Wilson B #19 F. Wilson B #21 G. Kuykendall A #1 G. Kuykendall A #3 G. Kuykendall A #6 G. Kuykendall A #7 G. Kuykendall #8	Feather-Highland-Scott (Wyoming)	Hannifin Federal #1	Powell (Spearhead Ranch Part) (Wyoming)	Spearhead Ranch Unit #18 Werner #25-1
Jacks Draw Unit (Colorado)	Jacks Draw Unit #4	Powell (Spearhead Ranch Part) (Wyoming)	Powell II Unit #9 U.S.A. Dilts #31-1 Boswell Federal #2-1 Dilts Cooke Federal #1-1 Harvey Federal #6-1 Tonkinson #11-1 Dilts #12-1 Wolf State #13-1 Spearhead Ranch Unit #10 Spearhead Ranch Unit #12 Spearhead Ranch Unit #13 Spearhead Ranch Unit #14 Spearhead Ranch Unit #15 Spearhead Ranch Unit #17 Spearhead Ranch Unit #20 Bustard Federal #24-1	McClellan (Colorado)	McClellan Basin #2
Powder Wash (Colorado)	Carl Allen B #9 Carl Allen B #13 Carl Allen A #16 Carl Allen A #19 B. W. Musser B #15 J. C. Donnel B #4 J. C. Donnel B #7 J. C. Donnel B #6 J. C. Donnel B #10 H. W. Stewart A #3 H. W. Stewart A #4 J. C. Donnel A #6	Brady Unit (North) (Wyoming)	Brady Unit Well #14W Brady Unit Well #17N Brady Unit Well #25N Brady Unit Well #26E	Ross (Fox) (Wyoming)	Moore Federal #1-1 South Spearhead #1-24 South Spearhead #1- 11 Judson South Spearhead #1-2
Trap Springs (Nevada)	Trap Springs #3 Trap Springs #1 Trap Springs #2 Trap Springs #8 Trap Springs #16 Trap Springs #17 Trap Springs #1R	Brady Unit (South) (Wyoming)	Brady Unit Well #16W Brady Unit Well #18W Brady Unit #1 (#21-11) Brady Unit #2 (#41-2) Brady Unit #3 (#1-15) Brady Unit #4 (#11-12) Brady Unit #5 (#11-11) Brady Unit #8 (#32-2) Brady Unit #9 (#43-10) Brady Unit #10 (#22-22) Brady Unit #11 (#32-31) Brady Unit #12 (#11-27) Brady Unit #13 (#16-101) Brady Unit #16 (#32-10) Brady Unit #18 (#44-11) Brady Unit #21 (#43-46) Brady Unit #22 (#22-15) Brady Unit #23 (#31-1) Brady Unit #24 (#14-B) Brady Unit #27 (N) Brady Unit #30 Brady Unit #31 (#24-2) Brady Unit #33	Spearhead Ranch Unit (Part) (Wyoming)	Spearhead Ranch Unit #1A Spearhead Ranch Unit #4 Spearhead Ranch Unit #6 Spearhead Ranch Unit #7 Spearhead Ranch Unit #8
Bug (Utah)	Bug Well #4 Bug Well #10 Bug Well #12 Bug Well #14 Bug Well #15 Bug Well #16	Trabing (Bonnidee) (Wyoming)	Bruff Unit Well #1	Yellow Creek (Wyoming)	Bouma Zexas #1-3 Federal #1-10 Adamson Eklund #1-14 Porath "A" #1 Yellow Creek #1-36 Yellow Creek #3-36
Castle Peak Uintah Basin (Utah)	Castle Peak Unit #5	Bruff Unit (Wyoming)	Dry Piney Unit #17 Dry Piney Unit #18 Dry Piney Unit #19		
Gray Wolf Mountain (Utah)	Broadhead #1				
Patterson Canyon (Utah)	Patterson Canyon #1 Patterson Canyon #3				
Patterson Unit (Utah)	Patterson Unit #1				
Birch Creek Unit (Wyoming)	Birch Creek Unit #48 Birch Creek Unit #50 Birch Creek Unit #52 Birch Creek Unit #58				

SHOULD BE

**Productive Gas
Reservoirs**

SCHEDULE 3(a)
"Wexpro Case" Agreement
PRODUCTIVE GAS RESERVOIRS

Field Name	State	Formation	Marker Well ¹	Marker Well Location ²	Productive Gas Reservoir ³	
					Interval Top	Interval Base
Ace Unit	Colorado	FL Union	Ace Unit #2	SWSW Sec 3, T11N, R97W	5,180	7,342
Big Horse Draw (Cathedral)	Colorado	Manaos "B"	Big Horse Draw #262	SESW Sec 26, T2S, R101W	2,897	2,450
Bull Basin-Plateau-Highmore	Colorado	Cocoran	#135	NWNW Sec 35, T10S, R96W	3,708	3,897
Cross Canyon	Colorado	Ismay	Cross Canyon Unit #1	SWNE Sec 7, T38N, R19W	5,860	5,920
Dragon Trail Unit	Colorado	Manaos "B"	Dragon Trail Unit #46	NWSW Sec 21, T2S, R102W	2,600	2,985
East Hiawatha	Colorado	Wasatch Fort Union Lance/Lewis	Newberger #6	NWSE Sec 13, T12N, R100W	Surface 2,426 4,730	1,920 4,730 4,810
Egnar Unit	Colorado	Mississippian	Egnar Unit #1	SENE Sec 30, T44N, R19W	9,100	9,375
Hiawatha Deep Unit	Colorado	Entrada & Nuggett	Hiawatha Deep Unit #1	NENW Sec 22, T12N, R100W	14,337	15,020
Horseshoe Canyon Unit	Colorado	Dakota Cedar Mountain Cocoran-Cozette	Horseshoe Cyn Unit #131	SENE Sec 31, T9S, R97W	6,774 2,295	6,956 2,580
Jacks Draw Unit	Colorado	FL Union	Jacks Draw Unit #15	NENE Sec 21, T12N, R97W	5,118	6,440
Lower Horse Draw Unit (Lower Horse Draw Area)	Colorado	Manaos "B"	MF #10-1	NWSW Sec 10, T2S, R103W	2,828	3,160
Powder Wash Unit	Colorado	Wasatch- For Union	Carl Allen #11	SESW Sec 33, T12N, R97W	Surface	8,410
Rabbit Mountain	Colorado	Manaos "B"	MFS Federal #8-1	NWNE Sec 8, T2S, R103W	3,985	4,265
Sugar Loaf-Talamantes	Colorado	Mesaverde (Almond) Lower Ft Union/Lance	Gov't #1	SENE Sec 15, T11N, R101W	5,458 4,950	5,655 5,340

¹ The marker well is a representative well in the field (usually the deepest well). A dated mechanical log from such well was used to determine the top and base of the productive interval. Marker wells are not necessarily prior Company wells or prior Wexpro wells, as defined in the Agreement; they may be third-party wells.

² Marker well location may not be within a development drilling area, as defined in the Agreement; its selection is related to the productive formation and the reliability and quality of the data to indicate stratigraphic equivalency elsewhere in the formation.

³ Top and base (feet below the surface) in the marker well; Extent of productive gas reservoir elsewhere is the stratigraphic equivalent of this interval; the areal extent of the productive gas reservoir is defined in the Agreement.

SCHEDULE 3(a)

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Gas Reservoir	
					Interval Top	Interval Base
West Douglas Creek	Colorado	Manaos "B"	Gov't #306	SENE Sec 30, T2S, R102W	2,703	3,090
West Hiawatha	Colorado	Lance/Lewis Ft. Union Wasatch	W. B. Lashar #5	SWSW Sec 25, T12N, R101W	4,448 2,230 Surface	4,670 4,448 2,230
Ledger (Whiskey Trail)	Montana	Bow Island	Nierenberg #263 Fee	NENW Sec 26, T30N, R1W	1,046	1,090
Milk River	Montana	Eagle White Specks	Oil Resources #19-4	SWNW Sec 19, T35N, R13E	1,069 2,160	1,356 2,180
Sunburst	Montana	Third Bow Island	Kiehbauch #2	NWSE Sec 33, T36N, R4W	1,760	1,796
Jiggs Unit	Nevada	Elko	Jiggs #10-1	SESE Sec 10, T29N, R55E	9,050	9,450
Bisti-Escrito-Verde-Basin Dakota	New Mexico	Basin Dakota Picture Cliff	Mountain Federal #1	NWSW Sec 18, T24N, R9W	1,766 6,405	1,990 6,450
Fruitland	New Mexico	Dakota Menefee	Stevens #1	NWNE Sec 29, T30N, R14W	5,680 3,198	5,913 3,310
Tracy Dome (Carlsbad)	New Mexico	Morrow Wolf Camp	Rifle Federal #2	NENW Sec 28, T21S, R26E	10,854 8,995	11,220 9,155
Clay Basin Unit	Utah	Frontier	Clay Basin Unit #18	NWNW Sec 23, T3N, R24E	5,640	5,850
Island Unit	Utah	Wasatch	Island Unit #9	CSW Sec 11, T10S, R19E	4,880	6,800
Piute Knoll	Utah	Upper Ismay	Piute Knoll #1	NESW Sec 26, T33S, R25E	5,730	5,795
Ute Trail Unit	Utah	Mesaverde Wasatch	Ute Trail Unit #1	NENE Sec 8, T10S, R22E	6,720 5,050	8,110 5,270
Birch Creek Unit	Wyoming	1st Frontier 2nd Frontier Bear River	Birch Creek Unit #1	NENW Sec 14, T27N, R113W	6,267 6,685 7,490	6,325 6,880 7,700
Black Butte Creek	Wyoming	Dakota	Black Butte Creek Unit #44-25	SESE Sec 25, T19N, R103W	3,890	3,910
Brady Unit (South)	Wyoming	Dakota Frontier	Brady Unit Well #1	NENW Sec 11, T16N, R101W	10,870 10,290	11,038 10,400
Bruff Unit-Moza Arch	Wyoming	Dakota 2nd Frontier	Bruff Unit #1	SWSW Sec 22, T19N, R112W	11,900 11,278	12,190 11,500
Butcher Knife Spring Unit	Wyoming	Morgan Dakota	Butcher Knife Spring Unit #1	SWNE Sec 29, T15N, R112W	17,903 12,822	18,410 13,290

SCHEDULE 3(a)

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Gas Reservoir	
					Interval Top	Interval Base
Canyon Creek Area	Wyoming	Fort Union	Canyon Cr. Federal #2-19	NENE Sec 19, T13N, R100W	3,900	4,050
Canyon Creek Dome Unit	Wyoming	Lwr Mesaverde Almond	Canyon Creek Unit #17	NESW Sec 3, T12N, R101W	5,380 4,600	6,798 4,750
Church Buttes Unit	Wyoming	Morgan Dakota Frontier	Church Buttes Unit #19	SENE Sec 8, T16N, R112W	17,740 12,620 12,157	18,302 12,847 12,288
Creston Area (Standard Draw)	Wyoming	Almond	MFS Federal #22-1	NWSW Sec 22, T18N, R93W	8,690	8,790
Dry Piney Unit	Wyoming	Bear River 1st Frontier 2nd Frontier	Dry Piney Unit #18	NWSW Sec. 10, T27N, R114W	8,177 6,477 7,095	8,611 6,695 7,380
Emigrant Springs	Wyoming	2nd Frontier	Harrington Federal #1	SWNE Sec 5, T22N, R111W	10,860	11,015
Farson Cut Off (Gravel Area)	Wyoming	Frontier	Farson Cut Off #1	SWNE Sec 18, T23N, R111W	10,360	10,595
Five Mile Gulch Unit	Wyoming	Mesaverde	Five Mile Gulch #3	CSW Sec 35, T21N, R93W	10,408	11,015
W Fogarty Creek	Wyoming	Bear River 2nd Frontier	Fogarty Creek Fed. #1-32	SWSE Sec 32, T28N, R114W	8,390 7,370	8,500 7,668
Granger	Wyoming	2nd Frontier	Granger #1	CNW Sec 8, T19N, R111W	12,024	12,229
Jackknife Spring Unit	Wyoming	Lower Mesaverde-Blair	Jackknife Spring Unit #2	NENW Sec 2, T16N, R101W	5,300	7,146
Johnson Ridge	Wyoming	Fort Union (Transition Zone)	Johnson Ridge #2	NWSE Sec 17, T30N, R113W	3,450	3,735
Kinney Unit (Pioneer)	Wyoming	Nugget Dakota Frontier Almond Wasatch	Kinney Unit #1	NWNW Sec 18 T13N, R99W	14,670 13,880 13,400 4,810 2,380	14,940 14,082 13,540 4,860 2,780
Leucite Hills Unit	Wyoming	Dakota-Morrison Frontier	Leucite Hills Unit #1	NWSE Sec 29, T22N, R103W	7,010 6,230	7,320 6,350
The Mesa Unit (Pinodale)	Wyoming	Fort Union/Lance	The Mesa Unit #2	SENW Sec 16, T32N, R101W	9,045	11,688
Middle Baxter Basin	Wyoming	Dakota Frontier	Hezler #2	SESE Sec 6 T18N, R103W	2,483 1,925	2,715 2,213
North Baxter Basin	Wyoming	Morrison Frontier Nugget Dakota	Union Pacific #3	SENW Sec 11, T19N, R104W	3,082 2,354 3,998 2,968	3,587 2,444 4,222 3,082

SCHEDULE 3(a)

Field Name	State	Formation	Marker Well	Marker Well Location	Productive Gas Reservoir	
					Interval Top	Interval Base
Shute Creek Unit	Wyoming	2nd Frontier	Shute Creek Unit #8	NESW Sec 7, T22N, R112W	10,710	10,917
South Baxter Basin Unit	Wyoming	Dakota Frontier	South Baxter Unit #15	SESE Sec 16, T16N, R104W	2,497 2,000	2,756 2,146
Spearhead Ranch (Fox)	Wyoming	Injari Kara 1st Bench 1st Frontier	Spearhead Ranch #3	SENW Sec 14, T39N, R75W	14,025 12,750	14,120 12,795
Tierney	Wyoming	Allen Ridge (Mesaverde) Almond	Tierney Unit #2	NWNE Sec 15, T19N, R94W	10,980 9,455	11,200 9,990
Trail Unit	Wyoming	Erickson-Trail Zone Erickson Canyon Creek Zone Almond Almond	Trail Unit #2	NWSW Sec 10, T13N, R100W	6,550 5,600 4,335 5,260	7,125 5,940 4,980 5,300
Wamsutter	Wyoming	Lewis	West Wamsutter #136	NWSE Sec 36, T21N, R96W	8,295	8,334
Whiskey Buttes Unit	Wyoming	2nd Frontier	Whiskey Buttes Unit #1	NWSW Sec 24, T22N, R111W	10,920	11,151
Wild Cow (Deep Creek) (Cherokee Creek)	Wyoming	Deep Creek	Ashland Federal #13-22	SWSW Sec 22, T16N, R91W	2,556	2,775

SCHEDULE 3(b)

Prior Company Wells

SCHEDULE 3(b)
"Wexpro Case" Agreement
PRIOR COMPANY WELLS

FIELD NAME	PRIOR COMPANY WELL	FIELD NAME	PRIOR COMPANY WELL
Ace Unit [Colorado]	Ace Unit #1 Ace Unit #2 Ace Unit #3 Ace Unit #7	Dragon Trail Unit [Colorado]	Dragon Trail #11 Dragon Trail #12 Dragon Trail #13 Dragon Trail #14 Dragon Trail #15 Dragon Trail #16 Dragon Trail #17 Dragon Trail #18 Dragon Trail #19 Dragon Trail #20 Dragon Trail #21 Dragon Trail #22 Dragon Trail #23 Dragon Trail #24 Dragon Trail #25 Dragon Trail #26 Dragon Trail #27 Dragon Trail #28 Dragon Trail #29 Dragon Trail #30 Dragon Trail #31 Dragon Trail #32 Dragon Trail #33 Dragon Trail #34
Big Horse Draw (Cathedral-Brushy Point) [Colorado]	Big Horse Draw #1 Big Horse Draw #28-1 Big Horse Draw #35-1 Big Horse Draw #2-1 Big Horse Draw #3-1 Big Horse Draw #5-34 Big Horse Draw #33-2 Big Horse Draw #26-2 Big Horse Draw #23-2 Big Horse Draw Cathedral N362101S Big Horse Draw #28-3 Big Horse Draw #29-1 Big Horse Draw #28-2 Big Horse Draw #26-1 Mikulich-Mtn. Fuel #28-1 Big Horse Draw Cathedral J362101S	East Hiawatha [Colorado & Wyoming]	W. W. Wilson A #1 W. W. Wilson A #2 W. W. Wilson C #3 W. W. Wilson B #4 Hiawatha Unit #3 Hiawatha Unit #4 Hiawatha Unit #5 Hiawatha Unit #6 M. W. Newberger A #1 M. W. Newberger D #2 M. W. Newberger A #3 M. W. Newberger B #4 M. W. Newberger C #5 M. W. Newberger A #6 Amelia Horrocks #2 East Hiawatha Well 1-17 Florence Wilson A #2 Florence Wilson B #3 Florence Wilson B #6 Florence Wilson A #9 Florence Wilson B #10 Florence Wilson B #16 Florence Wilson A #22 Florence Wilson B #23 Florence Wilson B #24 Florence Wilson B #25 Hiawatha Unit #1 Hiawatha Unit #2 State Land Tract 37 #2 State Land Tract 37 #4 State Land Tract 37 #5 K. S. Whitford #1
Bull Basin - Plateau - Highmore [Colorado]	Bull Basin 1-35		
Cross Canyon [Colorado]	Cross Canyon Unit #1		
Dragon Trail Unit [Colorado]	Dragon Trail Unit #47 Dragon Trail Unit #49 Dragon Trail Unit #50 Dragon Trail Unit #51 Dragon Trail Unit #52 Dragon Trail Unit #53 Dragon Trail Unit #54 Dragon Trail Unit #55 Dragon Trail Unit #57 Dragon Trail Unit #35 Dragon Trail Unit #36 Dragon Trail Unit #37 Dragon Trail Unit #38 Dragon Trail Unit #39 Dragon Trail Unit #40 Dragon Trail Unit #41 Dragon Trail Unit #42 Dragon Trail Unit #43 Dragon Trail Unit #44 Dragon Trail Unit #45 Dragon Trail Unit #46 Dragon Trail #1 Dragon Trail #2 Dragon Trail #3 Dragon Trail #4 Dragon Trail #5 Dragon Trail #6 Dragon Trail #7 Dragon Trail #8 Dragon Trail #9 Dragon Trail #10	Egnar Unit [Colorado]	Egnar Unit #1
		Hiawatha Deep Unit [Colorado]	Hiawatha Deep Unit #1

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL
Horseshoe Canyon Unit #2 (Colorado)	Horseshoe Canyon Unit #2
Horseshoe Canyon Unit #3	Horseshoe Canyon Unit #3
Horseshoe Canyon Unit #1-28	Horseshoe Canyon Unit #1-28
Horseshoe Canyon Unit #1-31	Horseshoe Canyon Unit #1-31
Jacks Draw Unit (Colorado)	Jacks Draw Unit #2 Jacks Draw Unit #3 Jacks Draw Unit #5 Jacks Draw Unit #8 Jacks Draw Unit #9 Jacks Draw Unit #13 Jacks Draw Unit #15
Lower Horse Draw Unit (Lower Horse Draw Area) (Colorado)	Lower Horse Draw Unit #11 Lower Horse Draw Unit #12 Lower Horse Draw Unit #14 Lower Horse Draw Unit #15 Lower Horse Draw Unit #16 Lower Horse Draw Unit #17 Lower Horse Draw Unit #18 Lower Horse Draw Unit #19 Lower Horse Draw Unit #20 Lower Horse Draw Unit #21 Lower Horse Draw Unit #22 Lower Horse Draw Unit #23 Lower Horse Draw Unit #24 Lower Horse Draw Unit #25 Lower Horse Draw Unit #26 Lower Horse Draw #12-1 Lower Horse Draw #11-1 Lower Horse Draw #11-2 Lower Horse Draw #11-3 Lower Horse Draw #10-1 Lower Horse Draw #12-2 Lower Horse Draw #10-2 Lower Horse Draw #11-4 Lower Horse Draw Unit #15-1 Lower Horse Draw Unit #26-2A Lower Horse Draw Unit #14-3 Lower Horse Draw Unit #22-4 Lower Horse Draw Unit #27-8
Powder Wash (Colorado)	Carl Allen B #3 Carl Allen B #6 Carl Allen B #7 Carl Allen A #8

FIELD NAME	PRIOR COMPANY WELL
Powder Wash (Colorado)	Carl Allen B #10 Carl Allen A #11 Carl Allen B #15 Carl Allen B #17 Carl Allen B #18 Carl Allen A #19 Carl Allen A #20 Carl Allen A #14 Carl Allen B #12 Carl Allen B #4 E. W. Musser A #1 B. W. Musser A #2 B. W. Musser A #4 B. W. Musser B #5 B. W. Musser B #6 B. W. Musser B #7 B. W. Musser A #9 B. W. Musser B #10 B. W. Musser B #11 B. W. Musser B #13 B. W. Musser A #14 B. W. Musser B #15 B. W. Musser A #16 B. W. Musser B #17 B. W. Musser B #18 B. W. Musser B #19 B. W. Musser B #20 B. W. Musser B #21 J. C. Donnell A #1 J. C. Donnell B #3 J. C. Donnell B #9 J. C. Donnell B #10 J. C. Donnell B #5 J. C. Donnell A #11 J. C. Donnell B #12 H. W. Stewart A #1 H. W. Stewart A #2 Government #1 Government #2 MPS #20-1 J. A. Lee Well #1 MPS Federal #8-1
Rabbit Mountain (Colorado)	
Sugar Loaf-Talamantes (Colorado)	Sugar Loaf-Talamantes-Nightingale Gov't #B1 Sugar Loaf-Nightingale Government #1 Sugar Loaf Gov't #1 Sugar Loaf Gov't #2 Sugar Loaf Gov't #3 Sugar Loaf Gov't #4 Sugar Loaf Gov't #6 Sugar Loaf Gov't #8 Sugar Loaf Gov't #9 Sugar Loaf Gov't #10 Sugar Loaf Gov't #12 Sugar Loaf Gov't #14 Sugar Loaf Gov't #15 Sugar Loaf State Land 4-11-101 #1 Sugar Loaf State Land 3-11-101 #2
West Douglas Creek (Colorado)	West Douglas Creek Unit #30-1 West Douglas Creek Unit #17-2 West Douglas Creek Unit #18-3 West Douglas Creek Unit #31-4

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL	FIELD NAME	PRIOR COMPANY WELL
West Douglas Creek (Colorado)	West Douglas Creek Unit #32-5 West Douglas Creek Unit #18-7 West Douglas Creek Unit #30-6	Birch Creek Unit (Wyoming)	Birch Creek Unit #81 Birch Creek Unit #87 Birch Creek Unit #88 Birch Creek Unit #89 Birch Creek Unit #90 Birch Creek Unit #91 Birch Creek Unit #30 Birch Creek Unit #31 Birch Creek Unit #92 Birch Creek Unit #1 Birch Creek Unit #2 Birch Creek Unit #3 Birch Creek Unit #5 Birch Creek Unit #6 Birch Creek Unit #7 Birch Creek Unit #8 Birch Creek Unit #12 Birch Creek Unit #14 Birch Creek Unit #15 Birch Creek Unit #16 Birch Creek Unit #17 Birch Creek Unit #23 Birch Creek Unit #93 Birch Creek Unit #13A Birch Creek Unit #94 Birch Creek Unit #95 Birch Creek Unit #96 Birch Creek Unit #97 Birch Creek Unit #98 Birch Creek Unit #99 Birch Creek Unit #100 Birch Creek Unit #101 Birch Creek Unit #102
West Hiawatha (Colorado)	W. B. Lasher A #2 W. B. Lasher A #4 W. B. Lasher A #5 W. M. Wheeler A #2 W. M. Wheeler A #3	Black Butte Creek (Wyoming)	Black Butte Creek Unit #44-25
Ledger (Whiskey Trail) (Montana)	Nierenberg #26-3 Fee	Brady Unit (South) (Wyoming)	Brady Unit Well #7D Brady Unit Well #6D Brady Unit Well #19 Brady Unit Well #20D Brady Unit Well #29F Brady Unit Well #28D
Milk River (Montana)	Oil Resources #18-4 Xeno-Battle #10-21	Bruff Unit-Moxa Arch (Wyoming)	Bruff Phillips 1-A Bruff Unit #2 Bruff Unit #3 Bruff Unit #4 Bruff Unit #5 Bruff Unit #6 Bruff Unit #7 Bruff Unit #8 Bruff Unit #9 Bruff Unit #10 Bruff St. Ld. #36-1 Clifton Fed. #28-1 Bruff Lansdale Fed. #4-1 Bruff Lansdale Fed. #10-1 Bruff MPS Fee #10-1 Bruff Lansdale Fed. #28-1 Bruff Champlin 149 Amoco B Bruff Champlin 149 Amoco C Bruff Champlin 149 Amoco D Bruff URC Lawler Fed. #1-30 Bruff Govt. Donely NCT-1 Well #1 Bruff Pando Fed. #32-1 Bruff Govt. Donley NCT-2 Well #1 Bruff McNamara NCT-1 Well #1
Sunburst (Montana)	Kiehlbauch #2		
Jiggs Unit (Nevada)	Jiggs #10-1		
Fruitland (New Mexico)	Fruitland #1 Stevens #1 Greg #1 Mucho Deal #1E		
Tracy Dome (Carlsbad) (New Mexico)	State Q Com. #1 North Carlsbad Com. #2 Rifle Federal #2		
Clay Basin Unit (Utah)	Clay Basin Unit #1 Clay Basin Unit #7 Clay Basin Unit #8 Clay Basin Unit #9 Clay Basin Unit #12 Clay Basin Unit #13 Clay Basin Unit #14 Clay Basin Unit #15 Clay Basin Unit #16 Clay Basin Unit #17 Clay Basin Unit #18 Clay Basin Unit #19 Clay Basin Unit #20 Clay Basin Unit #22 Clay Basin Unit #23		
Island Unit (Utah)	Island Unit #3 Island Unit #9		
Piute Knoll (Utah) #1	Carter Leverton State Piute Knoll #1		
Ute Trail Unit (Utah)	Ute Trail Unit Well 1 Ute Trail Unit Well 7 Ute Trail Unit Well 11 Ute Trail Unit Well 13 Ute Trail Unit Well 50 Ute Trail Unit Well 83 Ute Trail Unit Well 88 Ute Trail Unit Well 3 Ute Trail Unit Well 10 Ute Trail Unit Well 12 Ute Trail Unit Well 15		
Birch Creek Unit (Wyoming)	Birch Creek Unit #26 Birch Creek Unit #43 Birch Creek Unit #56 Birch Creek Unit #61 Birch Creek Unit #64 Birch Creek Unit #78		

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL
Bruff Unit-Moxa Arch [Wyoming]	Clifton Federal #34-1 Hagood Federal Well #12-1 Haley Federal #4-1 Green River Fee #1 Texaco #1 State NCT-1 Texaco #1 State NCT-2 Berkeley Federal #1
Butcher Knife Spring Unit [Wyoming]	Butcher Knife Spring Unit #1 Butcher Knife Spring Unit #2 Butcher Knife Spring Unit #4 Butcher Knife Spring Unit #5 Butcher Knife Spring Unit #6
Canyon Creek Area [Wyoming]	Canyon Creek Federal #2-19
Canyon Creek Dome Unit [Wyoming]	Canyon Creek Dome Unit #3 Canyon Creek Dome Unit #4 Canyon Creek Dome Unit #5 Canyon Creek Dome Unit #6 Canyon Creek Dome Unit #7 Canyon Creek Dome Unit #8 Canyon Creek Dome Unit #9 Canyon Creek Dome Unit #10 Canyon Creek Dome Unit #11 Canyon Creek Dome Unit #12 Canyon Creek Dome Unit #13 Canyon Creek Dome Unit #14 Canyon Creek Dome Unit #15 Canyon Creek Dome Unit #16 Canyon Creek Dome Unit #17 Canyon Creek Dome Unit #18 Canyon Creek Dome Unit #19 Canyon Creek Dome Unit #22 Canyon Creek Dome Unit #23 Canyon Creek Dome Unit #24 Canyon Creek Dome Unit #25 Canyon Creek Dome Unit #26 Canyon Creek Dome Unit #27 Canyon Creek Dome Unit #28 Canyon Creek Dome Unit #29 Canyon Creek Dome Unit #30
Creston Area (Standard Draw) [Wyoming]	
Dry Piney Unit [Wyoming]	
Emigrant Springs [Wyoming]	
Farson Cut Off (Gravel Area) [Wyoming]	
Five Mile Gulch Unit [Wyoming]	
Fogarty Creek [Wyoming]	
Granger [Wyoming]	
Jackknife Spring Unit [Wyoming]	
Johnson Ridge [Wyoming]	

FIELD NAME	PRIOR COMPANY WELL
Canyon Creek Dome Unit [Wyoming]	Canyon Creek Dome Unit #31
Church Buttes Unit [Wyoming]	Church Buttes Unit #1 Church Buttes Unit #2 Church Buttes Unit #3 Church Buttes Unit #4 Church Buttes Unit #7 Church Buttes Unit #8 Church Buttes Unit #9 Church Buttes Unit #10 Church Buttes Unit #11 Church Buttes Unit #13 Church Buttes Unit #16 Church Buttes Unit #19 Church Buttes Unit #20 Church Buttes Unit #21 Church Buttes Unit #22 Church Buttes Unit #25 Church Buttes Unit #26 Church Buttes Unit #28 Church Buttes Unit #29 Church Buttes Unit #30 MFS Federal #22-1
Dry Piney Unit [Wyoming]	Dry Piney Unit #1 Dry Piney Unit #3 Dry Piney Unit #4 Dry Piney Unit #6 Dry Piney Unit #8 Dry Piney Unit #9 Dry Piney Unit #10 Dry Piney Unit #11 Dry Piney Unit #13 Dry Piney Unit #14 Dry Piney Unit #22 Dry Piney Unit #27 Dry Piney Unit #28 Dry Piney Unit #26
Harrington Federal #1	
Farson Cut Off #1	
Five Mile Gulch Unit #3	
Fogarty Creek Federal #1-32	
Granger #1 Granger #2	
Jackknife Spring Unit #1 Jackknife Spring Unit #2	
Johnson Ridge #1 Johnson Ridge #2 Johnson Ridge #4	

SCHEDULE 3(b)

FIELD NAME	PRIOR COMPANY WELL
Kinney Unit (Pioneer) [Wyoming]	Kinney Unit #1 Pioneer Unit #3 Pioneer Unit #4 Pioneer Unit #7 Kinney Unit #2 Kinney Unit #4 Kinney Unit #5 Pioneer Unit #8
Leucite Hills Unit [Wyoming]	Leucite Hills Unit #1 Leucite Hills Unit #2
The Mesa Unit (Pinedale) [Wyoming]	The Mesa Unit #1 The Mesa Unit #2 Pinedale Unit #8
Middle Baxter Basin [Wyoming]	E. S. Lauzer A #1 E. S. Lauzer B #2 C. R. Hétzler #2
North Baxter [Wyoming]	Cameron U.P. 11-19-104 #1 Cameron U.P. 11-19-104 #3 G. W. Cappers A #2 G. W. Cappers B #3 U. Pac. 11-19-104 #1 U. Pac. 11-19-104 #2 U. Pac. 11-19-104 #3 U. Pac. 11-20-104 #2 U. Pac. 13-20-104 #1 U. Pac. 23-20-104 #1 U. Pac. 35-20-104 #1 O. F. Featherstone #1 O. F. Featherstone #2 Lemann Govt. #2 Teresa Laurunen #1 Federal #14-1 MFS Champlin #11-8 MFS Federal #14-2
Shute Creek Unit [Wyoming]	Shute Creek Unit #1 Shute Creek Unit #2 Shute Creek Unit #3 Shute Creek Unit #4 Shute Creek Unit #5 Shute Creek Unit #6
South Baxter Basin Unit [Wyoming]	South Baxter Unit #1 South Baxter Unit #5 South Baxter Unit #6 South Baxter Unit #8 South Baxter Unit #9 South Baxter Unit #11 South Baxter Unit #12 South Baxter Unit #15 Union Pacific 11-16-104 #1 Union Pacific 15-16-104 #2 Union Pacific 21-16-104 #2 Union Pacific 11-17-104 #1 Union Pacific 23-17-104 #1 State Land 16-16-104 #1 State Land 10-17-104 #1 State Land 36-18-104 #2 A. Cooper Well #1 Joseph H. Brooks #1 W. E. Mullen A #2 W. T. Nightingale A #1

FIELD NAME	PRIOR COMPANY WELL
South Baxter Basin Unit [Wyoming]	A. J. Poston A #2 A. J. Poston A #3 P. Sullivan A #1
Spearhead Ranch (Fox) [Wyoming]	Spearhead Ranch #3 Fox Federal #1-5 Fox Federal #1-8 Southland Royalty #1-31
Tierney Unit [Wyoming]	Tierney Unit #1 Tierney Unit #2
Trail Unit [Wyoming]	Trail Unit #2 Trail Unit #3 Trail Unit #4 Trail Unit #6 Trail Unit #8
Wamsutter [Wyoming]	West Wamsutter #1-36
Whiskey Buttes Unit [Wyoming]	Whiskey Buttes Unit #1 Whiskey Buttes Unit #3
Wild Cow (Deep Creek) (Cherokee Creek) [Wyoming]	Ashland Federal #13-22

Account 101 Leaseholds

SCHEDULE A(a)

SCHEDULE 4(a)
"Wexpro Case" Agreement
ACCOUNT 101 LEASEHOLDS

STATE	AREA	MFSO COMPANY LEASE NO.	STATE	AREA	MFSO COMPANY LEASE NO.
COLORADO	ACE	89 26C1 89 I 118 144A 144A1 148A 148A1	COLORADO	JACKS DRAW	89A1 123A1 144 148 I 306 313 313A 313B 313C 313D 313E 313F 313G 557
	BIG HORSE DRAW	518A 519 519 X 1969 518 1317 1318 1805 1982		LOWER HORSE DRAW	118 348 899 1315 116 I 347 348 I 750 1316
	BLUE GRAVEL	66 M		MISSOURI CREEK	424
	BRUSHY POINT	689		POWDER WASH	987 26A 26C 29 30A 31A 31B 33A 33B 33B1 66 66 I 67 67 I 996
	BULL BASIN	1069 1137 1333 86 M 1072		RABBIT MOUNTAIN	898
	DILL GULCH	738		ROSS RIDGE	1058A I
	DRAGON TRAIL	112		SUGAR LOAF	59 65 68A 73A 88
	EAST HIAWATHA	481X 2 M 13 M 14 M 15 M 16 DM 1A 1F 11 25 I		TALAMANTES CREEK	68 68B
	EAST HIAWATHA	25 2 48		WEST DOUGLAS CREEK	112A 112B 114 114 X 11A 116B 116C 28 M
	BGNAR	276		WEST HIAWATHA	4A 4AX
	HIAWATHA DEEP	21M 131M 141M 151M 164M 1AX 1FX 11 X 25X1 25X2 48 X			
	HIGHMORE	1068			
	JACKS DRAW	72 89A 123A 148 26B 30B 72 I 72C			

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	LEUCITE HILLS	2304 2304A 2330 2330A 2621	WYOMING	SOUTH BAXTER	17 M 20 M 21 M 22 M 27 M 27XM 16A 17A 17B 18A 18B 24
	MADDEN	65 M			38A 39A 67A 67B 68A 68B
	MESA, THE (Pinedale)	1887 I 1888 I 1889 I 1891 I 1894 I			71 72 92A 92BX 92DX 100A 100C 213 238BX 334 336A 336B 336D 1465
	MIDDLE BAXTER	232A 238A 238B 262 797A 18 M 66 M 80 M		SOUTH BAXTER	
	MOXA ARCH (Lincoln)	3053 4461 4461A 4461B 4461C 4461D 4461E 4461F 4461G 4461H 4461I 4503		SAND BUTTE	1266
	MOXA ARCH (Sweetwater)	3060 3768 4497-X		SPEARHEAD RANCH	3140
	MOXA ARCH (Uinta)	4460 4480 4497		WYOMING SOUTHEAST	4038
	NORTH BAXTER	48A 49A 49B 1062 1062 X 1116 2663 2756 2757 14-M 15-M 15XM 77 M		TABLE ROCK	29 M 28AM 30 M 30AM
	NORTH LABARGE	26 M 447A		TIERNEY	119 M 123 M
	PIONEER	945C		TRAIL	469A 489 57 M 418 459 469A1 469B 489 I 489 A 1369 1404
	SADDLE RIDGE	26XM 447AX		WILD COW	3637
	SCHEGGS DRAW	3186		WHISKEY BUTTES	3904 3904 X
	SHUTE CREEK	3369 I		WAMSUTTER	2569
	SIBERIA RIDGE	3600	MONTANA	CURTWRIGHT COULEE	475
	SIXMILE SPRING	3844		DUNKIRK NORTH	4 M 4AM 5 M 5AM 6 M 10 M 12 M 13 M 13AM
	SOUTH BAXTER	82B 92D 16 M			

SCHEDULE 4(a)

STATE	AREA	MFSCO COMPANY LEASE NO.
MONTANA	DUNKIRK NORTH	13BM 14 M 15 M 15AM 16 M 16AM 16BM 16CM 16DM 16EM 17 M
	HEALEY COULEE	394
	KEVIN-SUNBURST NW	349
	LEDGER	78
	MILK RIVER (Blaine)	129 128 193
	MILK RIVER (HHH)	275 245 505 174 2 M
NEW MEXICO	BARKER CREEK SW	310
	BISTI	68 70
	ESCRITO	69
	FRUITLAND	155 469 514 519 511 512 513 515 518
	LINDRITH	223
	OJO	261
	SNAKE EYES	340
	SQUYRES	149
	UTE DOME	265

Account 105 Leaseholds

SCHEDULE 4B

SCHEDULE 4 (b)
"WEXPRO CASE" AGREEMENT
ACCOUNT 105 LEASEHOLDS

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	BARREL SPRINGS	1782		BULL BASIN	1166HX
	BEAR SPRING	1700			1166IX
	BELL ROCK	999			1166JX
		1005			1166KX
		1006			1166LX
		1007	COLORADO	BULL BASIN	1333A
		1508			1490X
		1508A			1490AX
		1508B			1490BX
		1508C			1490CX
	BIG HORSE DRAW	1804			1490DX
	BIG SANDY CREEK	1858			1490EX
		1859			1490FX
		1860			1490GX
		1861			1490HX
		1862			1490IX
		1863			1490JX
		1864			1890
		1886			1909
	BOYERO	1759			1031
		1760			1045
		1761			1045A
		1762	COLORADO	BULL CANYON	88M
		1763			922A
		1764			916A
		1765			979C
		1766			910B
		1767		CAMPO	1592
		1768			1592A
		1769			1592B
		1770			1592C
		1771			1592D
		1772			1592E
		1773			1615
		1774			1825
		1775			1826
		1776			1826A
		1777			1827
		1778			1827A
		1779			1827B
	BRIDGE	1696			1828
	BUG	1341			1829
		1816			1914
		1339			1915
	BULL BASIN	1045B			1916
		1047			1917
		1048			1918
		1166 X			1919
		1166AX			1920
		1166BX			1921
		1166CX			1925
		1166DX			1929
		1166EX			1929A
		1166FX			1929B
		1166GX			1929C
					1929D
					1929E

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	CAMPO	1929F	COLORADO	DOE CANYON	1741A
		1930			1741B
		1933			1742 X
		1934			1742AX
		1938			1742B
		1939			1742C
		1946			1742D
		1947			1742E
		1951			1742F
	CHEROKEE TRAIL	1167			1742G
		1314			1743 X
		1519			1743B
	CIMMARON RIVER	1698			1743C
	COLLON	1324			1743DX
		1325			1744
		1335			1745
		1343			1745A
	COW CANYON	979			1747
		1819 X			1747A
		84AM			1747B
		863A			1750 X
		978B			1754 X
		1198			1755
		1198A			1755A
		1230A			1755B
		1231A			1752
		1231AX			1752A
		1232A			1752B
		1243			1752C
		1246A			1752
		1246AX			1753
		1247A			1753A
		1256			1734
		1259			1734A
		1295			1734B
		1296			1735
		1304A			1735A
		1331			1736
		1331C			1738
		1397			1740
		1398A			1742
		1398B			1742A
		1398C			1743
		1398D			1743A
		1398E			1743B
		1398F			1743D
		1398G			1743E
		1399			1746
		1404			1746A
		1484			1748B
		1509			1748
		1521			1749
		1521 X			1750
		1704			1751
		1819			1754
		956			1754A
		1026A			1754B
					1754C
	DEBEQUE				1754D
					1756
	DECEPTION CREEK				1756A
					1895
	DILL GULCH				1201
					1214
	DOE CANYON				1216
					1216A
					34M
					35 M
					955
					1116 X
					1052A
					1108
					1109
					1218

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	EAGLE BASIN	1219	COLORADO	HANCOCK GULCH	1008
		1220			1008A
		1501			1027
		1502			1037 X
	EAST HIAWATHA	24D			1038 X
		1699A			1038 X
		8BM			1043 X
		16 M			1043 1
		16AM			1046
		16BM			1052
		16CM			1061
		1B			1076X
		1C			1114
		1D			1114A
		1E			1114B
		24B			1114C
		1016			1115
		1159			1115A
		1699			1116
		1721			1008AX
	EGNAR	290			1008A1
					1018
	FLUME GULCH	790D			1029
		790F			1037
		790G			1038
		790H			1039
		790I			1043
		790K			1043X1
		790L			1070
		1121			1076
		1126			1076 1
		1127			1112
		1127A			1112A
		1128			1113
		1131			1113A
		1131A			82M
		1131B			163M
		1133			161M
		1134			162M
		1141			163M
		1141B			16X
		1142			1CX
		1142B			1DX
		1142C			1EX
		1142D			24BX
		1142E			1016 X
		1142F			1159 X
		1142G			1699 X
		1142H			1721 X
		1142I			
		1161			955A
		1161A			970
		1161B			971
		1161C			977
		1892			1491
		1893			1514
		1894			1656
		1913			87-M
		1940			
	GARFIELD	1083			1169
		941F			1196B
		941H			1196C
		941I			1196F
		1015A			1200
		1015B			1202
		1032			1202A
		1065			1212
		1078			1212A
		1083A			1212B
		1101			1212C
	HAMILTON	1079			1212D
	HAMILTON CREEK	1079A			1213
		1222			1215A
					1217A
					1217B

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	OLD MAN MOUNTAIN	1490C 1490D 1490E 1490F 1490G 1490H 1490I 1490J	COLORADO	RISLEY CANYON	1263 1264 1265 1266 1267 1268 1269 1270 1270A 1271 1271A 1274 1275 1276A 1282 1471 1834
	PARADOX BASIN	1388X 1412BX 1413 1429CX 1435 1468 1834 X 1292A		ROAN CREEK	1018A 1040 1042A 1050A 1070A
	PICKETWIRE VALLEY	1492 1493 1494 1496 1496 1497 1498		ROSS RIDGE	1057A 1060A 2006 2008 2010
	PIUTE KNOLL	1171 1172 1174 1178 1178A 1185 1189 1190 1191 1191A 1192B 1192C 1193 1194A 1197 1197A 1197B 1197C 1197D 1204E 1204F 1485 1516 1173 1177 1177A 1177B 1177C 1186 1188		RUSH CREEK	1331B 1865
				SAND CANYON DEEP	1433 1442 1465 1465B 1474 1474B 1474C 1476A
				SAND GULCH	1122 1123
				SANDSTONE	1400B1 1400C1 14001X 1402C 1252B
				SEWEMUP	1943
				SHELL CREEK	1327 1098 1149 1156
				SMOKEY CREEK	1840
	POWDER WASH	30C 994 30D 681		SPRINGFIELD	1786 1787 1788 1824 1831 1832
	RABBIT MOUNTAIN	1803 1952		STORY GULCH	972
	RANGELY	1520		SUGAR LOAF	1160 1168 1694 1701 1814 1821 1937 1956 1958A 1958B
	RISLEY CANYON	1228 1250 1260 1260A 1261 1261A 1262 1262A			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
COLORADO	SUGAR LOAF	1958C 1958D 1958E 1958F 1958G	COLORADO	WOODS	1254B 1283 1284 1285 1285A 1287 1287A 1380 1384 1386 1388 1388B 1388C 1393A 1393B 1411 1411X 1412 1412B 1414 1418 1425 1426 1427 1428 1429
	TEPEE	1682		WAGON TRACK	1008B 1008BX 1026B 1050B 1113 X 1113AX
	THOMPSON ARROYO	1328 1329 1337 X 1337AX 1499 1500 1336 1337 1337A 1503 1662		WALSH	1807 1807A 1807B 1809
				WEDDING BELL	1179 1106 1107 1723
				WHITE RIVER	554 12 M
				WILLOW	1176 1193A
				WINTER FLATS	1028 1030 1044 1049 1053 1053A 1054 1054 I 1054A 1054A1 1055 1055A 1056 1056 I 1056A 1057 1059 1059 1059 X 1059 I 1059A 1059A1 1060 1063 1071 1075
	WOODS	1377 1811 1242 1244 1244A 1245 1248A 1252A 1254A		YAMPA	1839 1853 1853A 1854 1856 1857 1857A 1857B 1857C 1957D 1957E 1857F 1868
				YELLOW JACKET	1367B 1400 1400B 1400C 83 M 84M 85AM 1232 1233 1233 X 1235 1235A 1236A 1249 1252 1253A 1253B 1254C 1257 1258

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
UTAH	FARNHAM DOME	18 M 18AM	UTAH	KEEL RANCH	11294 11294A 1298
	GOLD BAR	11589 11609 13214 13216 13217 13219		KLONDIKE	11503 11814 11827 12652
	GREAT SALT LAKE	10599 10601 10638 10666 10667 10668		LAKE CREEK	12348 12349 12443 12547 12550 12551 12562 12563 12563A 12999 13048
	GREMO HILL	10414		LEFT FORK	12744 12798 12861 12863 12865 12866 12992 13001 13002 13003 13139 13140 13141 13144 12798 X
	GRAY WOLF MOUNTAIN	9503 9504 9505 9507 9625 9626		LOCKERBY	10976 10997 11011 11011A 11011B 11011C 11011D 11406B1 11486 11486A 11486B 11486C 11488
	GUNNISON	14016 14017 13594 13597 13598 13599 13601 14022		LONG CANYON	13218
	HAYSTACK MOUNTAIN	11742 12649		MOAB	11537 13591 11592 11596 11596 11610 11634 11822 11537 X 11597 11598 11822 X
	HORN	12623 12906		MONTY	11264 11993
	HORSEHEAD CANYON	11016A 11041 11130 11131 11132 11146 11282 11285 11304D 11732 11791 11902 12292 12708 12709 12710 12711 12712 12713 12716 12717 12717A 12718 12718A 12718B 12718C 12718D 12719 12719A 12719B		MONUMENT CANYON	11010 2 11406B3
				OLD SQUAWS CROSSING	71 M
	HUNTINGTON ISLAND	1727 3655 3655 T		PANGUITCH LAKE	10618 X
				PARADOX BASIN	11229B 11987 11432

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
UTAH	PARADOX BASIN	11464	UTAH	RACETRACK CREEK	12993 12994 12995 13258 13260 13261 13262 13263
	PIUTE KNOLL	9121H 9127C 9127D 9127E 9127F 9127G 9127H 9973 10704 10734 10949 10955 10999 11000 11002 11003 11004 11005 11006 11010 3 11010 A 11010 B 11010 C 11010 D 11012 11012 A 11012 B 11012 C 11012 D 11013 11013A 11013B 11013C 11013D 11013E 11013F 11013G 11013H 11040 11068 11068A 11068B 11068C 11095 11122 11406B 11408 11408A 11483 11487 11856		RAT HOLE	10420 11162 11162A 11162B 11273 11273A 11338 11347 11539 11733 12067
				RIVER BEND	27 M 29AM 31 M 32 M 32AM 34 M 35AM 52 M 53 M 56 M 58 M 59 M 66 M 75 M 76 M 96 M 97 M 100 M 101 M 3588 3590 3601 3604 5069 3586 35861 3602 A 3602 A1 3603 3603 I 7696 3601 I
				ROOSEVELT	332 M
	PICKETT CORRAL CANYON	11211 11218 11220 11220A 11263 11268 11269 11894 12023 12023A 12023AX 12755		SALINA	321XM 322M 327XM 328XM 329XM 330 M
				SAWMILL CREEK	12350 12354 12356 12359 12362 12364 12442 12444 12650 12653 12632 12793 12794 12795 12796
	POCKET	9936			
	PORCUPINE RIDGE	10919 10736 10927			
	PATTERSON	11195			
	RACETRACK CREEK	12525 12539			

SCHEDULE 4(b)

STATE	AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
UTAH	SAWMILL CREEK	12797 12836 12837 12852 12916 12996 12997 12998 13045 13052 12357 12298 12425 12427 12428 12429 12430 12431 12852 X 12998 X 13045 X 12293 12354 X 12355 12837 X 13303	UTAH	VEGA	11964 11964A 11964B 11965 11994 11896 11997 11998 12057 12214 12567 12568 12826 13042 13043
				WESTWATER	10405
			WYOMING	AFTON	4177 4180 4182 4183 4185 4186 4188 4189 4199 4199A 4199B 4199C 4202 4204 4206 4208 4210 4211 4215 4367 4368 4377
	SIGURD	326 M 327 M 328 M 329 M			
	SHURTZ CREEK	11929 11931A			
	SIXTH WATER CREEK	12697 12698			
	SQUAW	11227A 11254B 11259A 12068		ALKALI FLAT	3123 3664
	TEPEE	11042		BEAR GULCH	4514
	TRAPP SPRINGS	11795		BONNIDEE	3390 3392 3493A 3493B
	UTAH VALLEY	12592 12593 12595 12596		BONDURANT (Sublette)	3305 3404 3679
	VEGA	11821 11933 11934 11951 11952 11953 11953A 11953B 11954 11955 11956 11956A 11956B 11956C 11956D 11956E 11957 11958 11958A 11959 11960 11960A 11960B 11961 11962 11963 11963A		BONDURANT (Teton)	3306 3493C 4557 4579
				BRADY	683 704 2983 4450
				BROOKS RANCH	4157 4353 4403 4420
				BUTCHER KNIFE SPRING (Sweetwater)	2876 X
				BUTCHER KNIFE SPRING (Uinta)	2014 2782 2833

SCHEDULE 4(b)

STATE	AREA	MFS CO COMPANY LEASE NO.	STATE	AREA	MFS CO COMPANY LEASE NO.
WYOMING	BUTCHER KNIFE SPRING (Uinta)	2849 2851 2897 2868 2869 2870 2873A 2874B 2876 2877A 2878 2879 2880A 2881 2882A 2884 2912 2948 2949 2964 2970 3211 3212 3216 3217 3221A 4407 4658A	WYOMING	DEVILS HOLE	3921 3922 3922 X 3923 3923 X 3924 3925 3925 X 3926 3926 X 3927 3928 3928 3929 3930 3930 X 3931
	BUCK SPRINGS	3314		DOTY MOUNTAIN	3720
	BUCKHORN	3582		DRY CREEK	3114
	BRUFF (Sweetwater)	3692 3692A 3692B 3692C 3692D 3692E 3692F 3692G 3692H 3692I		DRY PINEY	3282 3686A
	CANYON CREEK	3817		EAST DESERT SPRINGS	3794
	CANYON CREEK DOME	967		EAST HIAWATHA	1BM 482 3131 4481
	CEDAR RIDGE	3123A 3183 3664A 3864		FALL CREEK	4476
	CHEROKEE TRAIL	3011 3316 3769 3839 4175 227		FEATHER	3062 3096 3258 3580 4197 4371
	CLAY BASIN	423		FISH CREEK	4405
	CODY	3721		FIVE MILE GULCH	2338 2623 2624 2719 2720
	COMO LAKE	3289		FOGARTY CREEK	3048 3265 3696
	CORRAL CREEK	3710 4158 4165		GALE	3592 3599
	CYCLONE RIM	106XM 108XM		GRAHAM	3781 3838 3932
	DEAD HORSE	3039		GRAPHITE	851AX 851B 867
	DESERT SPRINGS	3816		GRAVEL	3350 3361A 3566
	DEVILS HOLE	3870 3871 3920		HADSALL SPRINGS	3362 3362A
				HANK HOLLOW	4372
				HENRY	2869A 2873 2874 2874A 2877 2880 2882 3213

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	HENRY	3218 3219 3221 3223 3231 4633 4646 4858	WYOMING	LITTLE SHOE CREEK	3301
				LITTLE WORM CREEK	100B 100B1
	HIAWATHA DEEP	12M 482 X 3131 X 4481 X		LONG HOLLOW	4494
				LOST CREEK	99 M
	HICKEY MOUNTAIN	4633A		MESA, THE (Pinedale)	1884 1886 1887 1888 1889 1891 1892 1893 1894 1895 1896 1897
	KINNEY	3113A 3201A 3278 294C 297A 287B 845 945A 945B 945C1 946C 947A 947E 947F 3113 3139 3149 3150 3154 3155 3157 3167 3177 3185 3201 3203 3239 3249 3260 3262 3309 3336 4583		MICKELSON	3079
				MIDDLE BAXTER	232B 249 797B 19 M 80AM
	JOHNSON RIDGE	3091 3148 3159 3251 3254 3389		MOSLANDER RESERVOIR	3236 3271 3279
				MOXA ARCH (Sweetwater)	4442
	KENT RANCH	3919		MOXA ARCH (Uinta)	4474 4475 4482 4622 4721
	LAKE BARSTOW	4373 4374		NEEDLE	3317
	LEROI	2865 2887 2890 2947 2958 2962 2973 3007 4426 87 M		NORTH BAGGS	3554 3585 3704 3798 4427
				NORTH BAXTER	1AX 1BX 252A 454A 4554B 4554C 4665 4666 4501
	LEROI DEEP	3012 3259 3419		PEARL	3130
				PICKET LAKE	112 M
	LITTLE SHOE CREEK	3021 3261		OVERLAND	3318 3705
				PINE CREEK	3795
				PINEDALE	1885 1886A 1890 1897A 3291

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	PINE TREE	3089	WYOMING	SPEARHEAD RANCH	3094A 3122 3132 3206 3234 3234 1 3234 2 3242 X 3302 3334 3335 3715 3827 3828 2675 1 3085B1 3087 3088 1 3093 3093B1 31221 3132 1 3132 1 3132 2 3137 3206 1 3234 X 3242 3243 3302 X 3715 1 3716 3827 X 3827 1 3828 1 3828X1 3861
	PONY CREEK	3818 4473 4548			3130 X
				STEINLE RANCH	
	RADERVILLE SOUTH	4472 4490		SUBLETTE CREEK	4406
	RATTLESNAKE HILLS	3052 3237 3840		SUN (Fremont)	104AM 105 M 105AM 105XM 106 M 108 M
	RED DESERT	3595 3598		SUN (Sweetwater)	103 M
	RED HILLS	4388 4404 4419 4425		WYOMING SOUTHEAST	4140 4143 4223 4226 4241 4244 4252 4252A 4252B 4253 4261 4267 4270 X 4270AX 4270B 4276A 4276B 4276C 4276D 4276F 4279 4291 4303 3093 3093A 3093B 3094
	RIFES RIM	3029A 3307			
	ROBIN	3341			
	SALT WELLS WEST	3191			
	SANDSTONE RIDGE	3184			
	SCHEGGS DRAW	3013 3029 3194 3194A 3196			
	SCOTTY LAKE	104 M			
	SEVEN MILE GULCH	4173			
	SHEEP CREEK	3707 3708 3709 3711			
	SHUTE CREEK	3369 3792			
	SIERRA MADRE	3054			
	SIXMILE SPRING	3304			
	SLATE CREEK	3361			
	SNAG CREEK	3678 3680			
	SOUTH BAXTER	16B 38B 39B 92C 292 336C 579 2101 5235			
	SPEARHEAD RANCH	2675 3082 3083 3084 3084A 3085 3085A 3085B 3088 3093 3093A 3093B 3094			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	WYOMING SOUTHEAST	4310C 4323 X 4323AX	WYOMING	WYOMING SOUTHEAST (Laramie)	4280A 4281 4283 4284 4285 4289 4290 4292 4293 4293A 4296 4297 4299 4299A 4300 4301 4302 4302A 4304 4307 4309 4312 4313 4314 4315 4315A 4317 4318 4322 4323 4323A 4324 4325 4326 4327 4328 4330 4331 4332 4333 4334 4335 4338 4338A 4339A 4341 4341A 4685 4687 4688 4697 4699 4700 4700A 4701 4701A 4702 4730 4731 4732 4733 4733A
	WYOMING SOUTHEAST (Goshen)	4329 4335 4479 4630 4651			
	WYOMING SOUTHEAST (Laramie)	3992 3993 3994 4136 4141 4142 4144 4317 4218 4218A 4218B 4220 4221 4221A 4221B 4221C 4221D 4221E 4221F 4221G 4222 4222A 4226 X 4227 4227A 4227B 4232 4284 4235 4236 4239 4239A 4239B 4239C 4239E 4240 4245 4246 4246A 4251 4251A 4255 4258 4258A 4260 4270 4270A 4270C 4271 4271A 4281B 4271C 4271D 4272 4272A 4272B 4272C 4273 4273A 4278	WYOMING SOUTHEAST (Platte)	4139	
			TARTER'S ISLAND	1241 1241A	
			THOMAS CANYON	3315	
			TIERNEY	118 M 120 M 121 M 122 M 2795	

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
WYOMING	TIERNEY	2841 2842 2843 2844 2845	IDAHO	MEDICINE LODGE	142 143 144 145 146
	WILDHORSE	3665		ONYX	118 119 120 121
	WHISKEY BUTTES	2823 3893 3894 3895 3896 3897 3898 3899 3900 3901 3902 3903 3905 3906 3907 3908 3909 3910 3911 3912 3913 3914 3915 3916		PEBBLE (Bannock)	116 117
	YELLOW CREEK	3315 X	MONTANA	PEBBLE (Caribou) WEST	129
IDAHO	AFTON	133		BLACKLEAF	42 1 M 36A 38 76
	ANT CANYON (Caribou)	128 134 135		BLACKLEAF COULEE WEST	579
	ANT CANYON (Franklin)	122 123 124 125 126 127		CHIPPEWA CREEK	584
	CHESTERFIELD	130 131		CLARK FORK	36 40 74 75 536 538 538A 539 545
	DINGLE SWAMP	137		CROOKED CREEK	413 415
	HORSESHOE	160		CROW CREEK	489
	GARNS MOUNTAIN	156 157 158 159 160A 161 162 163		CURTWRIGHT COULEE	470 471 472 473 474 476 477 478 479 480 481
	KILGORE	147 148 149 150 151 152 153 154 155		DISTURBED BELT (Lewis and Clark)	71 X 509 510 511 512 513 514 515 516 517 518 519 519A 519B 519C 519D 519E 519F 520 521 521A 522
	MEDICINE LODGE	138 138A 139 140 141			

SCHEDULE 4(b)

STATE	AREA	MFSO COMPANY LEASE NO.	STATE	AREA	MFSO COMPANY LEASE NO.
MONTANA	DISTURBED BELT (Lewis and Clark)	522A 523 524 526 527 528 529 530 531 532 543 544 548 548A 549 549A 549B 550 550A 550B 551 551A 577	MONTANA	HEALEY COULEE (Pondera)	400 401 434
				HEALEY COULEE (Teton)	387 391 392 X 398
				HEALEY COULEE (Toole)	388 389 390 393 393 X 395 409 431 432 443 3 M 16 M
	DISTURBED BELT (Teton)	36B 37 39 40A 41 71 72 73 74A 75A 76A 534 535A 537 537A 539 X 545 X		KEVIN-SUNBURST NW	77 350 351 352 353 354 355 356 383 416 417 435
				LEDGER (Pondera)	81 345 347
	DUNKIRK NORTH	7 M 8M 8AM 8BM 9M 9AM 9BM 9CM 9DM 9EM 9FM 9GM 9HM 9IM 9IM 11M		LEDGER (Toole)	81 X 346
				LITTLE DRY CREEK	418
				LITTLE SHEEP CREEK	557
				LITTLE WARM SPRINGS	585
				MILK RIVER (Blaine)	96 109 183 194 381 382 382A 625 626 626A 626B 626C 626D 627 628 629
	EKALAKA NORTH	462		MILK RIVER (Hill)	86 174 210 210A 240C 248 248A 248B
	HAY CREEK	469			
	HEALEY COULEE (Chouteau)	402			
	HEALEY COULEE (Liberty)	403 404			
	HEALEY COULEE (Pondera)	384 385 386 392 396 399			

SCHEDULE 4(b)

STATE	AREA	MFSO COMPANY LEASE NO.	STATE	AREA	MFSO COMPANY LEASE NO.
MONTANA	MILK RIVER (Hill)	248BX 248B1 252 252 X 252A 253 253A 253AX 253B 253BX 253C 253D 253F 254 254 X 2541X 256 257 258 259 259B 260 260 X 261 262 262A 263 263 X 263A 264 264 X 264A 268 268 X 271 272 273 273A 273B 273C 274 281 283 285 286 286 X 287 288 289 290 301 301A 301B 302 302A 302B 303 304 305 306 306A 307 308A 308B 309 310 311 312 312A 313 313A 315 315 X 316 317 318 319	MONTANA	MILK RIVER (Hill)	320 323 324 332 332A 333 333A 334 335 335A 366 368 369 370 371 372 373 376 377 461 582 613 613 X 614 615 616 617 617A 618 618A 618B 619 620 620A 2 M 485 583 580 578 407 410 411 414 559 586 587 553 554 555 556 558 588 490 468 454 464 463 466 467 507 508
				MINER'S COULEE	485
				MURPHEY CREEK	583
				NINE MILE COULEE	580
				PONDERA COULEE	578
				RAZOR CREEK	407 410 411 414
				RED ROCK RIVER	559
				ROCK CREEK	586 587
				SAGE CREEK	553 554 555 556 558
				SIPARYAN CREEK	588
				SNAKE COULEE	490
				SUNDAY CREEK	468
				SWEETGRASS ARCH	454
				TONY CREEK (Golden Valley)	464
				TONY CREEK (Wheatland)	463 466 467
				WHITE SPECKS	507 508

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
NEVADA	ALKALI FLAT.	136	NEVADA	JIGGS	168
		139			172
		140			178
		141			179
		143			180
		144			181
		145 X			182
	DIAMOND VALLEY	292			184
	FALLON EAST.	125			209
		128			210
		129			211
		136			238
	HUMBOLT EAST	146		LONE ROCK	240
		147			142
	INDIAN LAKES	132			145
		133			157
	JIGGS	162		LONG VALLEY	228
		163			231
		164		LUND	224
		165A		RUBY VALLEY	230
		166A		WHITE FLATS	228
		167A			227
		168A			
		170			
		171	NEW MEXICO	ALEMITA (Sandoval)	268
		173			279
		174			
		175		ALEMITA (San Juan)	255
		176		APACHE SPRINGS	51
		177			445
		178A		ARMUO RESERVOIR	76
		180A		BELL LAKE	62
		181A		BISTI	91
		182A			151
		183			183
		184A			266
		185			267
		186			284
		187			304
		188			344
		189			346
		190			379
		191			402
		192			403
		193			404
		194			405
		195			406
		196			412
		197			415
		198			417
		199			418
		200			419
		201			420
		202			421
		203			422
		204			423
		205			424
		206			426
		207			427
		208			428
		209A			429
		210A			430
		211A			431
		218			432
		219			433
		234			434
		235			435
		236			
		237			
		239			
		165			
		166			
		167			

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.
NEVADA	WHITE FLATS	226	NEW MEXICO	FRUITLAND	493
		227			494
NEW MEXICO	BITTER LAKE	72			497
		10 M			498
		16 M			516
	BLANCO	19			517
	BLUITT (Lea)	156		GAVILAN	39
	BLUITT (Roosevelt)	48		HAGERMAN	8 M
	BONITO	344 X		HONCHO	365
		383			366
		401			367
		437			368
		438			369
		439			370
	CARLSBAD	46		HOPE	5 M
	CHACO CANYON	237			18 M
		278			7 M
		344XX			17 M
		345		HOSPAH	78
		347			99
		364			164
	CHIQUITO	111			285
		140			291
		211		HUAPACHE	138
		282		LAKE ARTHUR	491
		298		LINDA	24 M
	CHROMO	210			31 M
	COAL CREEK	463		LINDRITH	163
		464			269
		509			446
	COMANCHE	40			450
		333			451
		465			452
	DANIEL WASH	189			453
		253			454
		283			455
		305			456
		348			457
	DE-NA-ZIN	64			480
		97			32
		165			221
		169			476
		213		LOCKNEY	217
		258		LOS PINOS	92
		488		MARCELINA	507
		492		MATADOR	73
	DULCE	240			145
	ESCRITO (Rio Arriba)	178			332
		375			74
	ESCRITO (Sandoval)	186			496
		341		MEDIA	53
	ESCRITO (San Juan)	150			56
	FRUITLAND	168			57
		170			58
		185			100
		303			104
		380			105
		472			106
		473			107
		474			118
		475			120
		477			121
		478			122
					123
					137
					154
					160

SCHEDULE 4(b)

STATE	AREA	MFSCO COMPANY LEASE NO.	STATE	AREA	MFSCO COMPANY LEASE NO.		
NEW MEXICO	MEDIA	208	NEW MEXICO	SEVEN LAKE	190		
		257			238		
		287			259		
		296			272		
		483			273		
	504	505					
				396			
		MEDICINE ROCK		79		SNAKE EYES	254
		MIGUEL CREEK		90			256
				129			274
	245				342		
	98				343		
	MONERO	209			384		
		212			397		
		286			398		
		299			399		
		331			400		
		382			413		
		NONOMBRE	26			425	
			77			440	
		OJO	100 X			441	
			206			442	
	222			STAR LAKE (McKinley)	263		
	239				275		
	262				390		
	276				391		
	277				392		
	281				393		
	295			STAR LAKE (Sandoval)	394		
	339				395		
	349				416		
	381				443		
	387				444		
	388				338		
	389				STONEY BUTTE	82	
	414					94	
	486			95			
	490			117			
	PALO DURO	378		TODD	139		
		162		495			
		371		TORREON	66		
	12 M		93				
	PETERSON	410	188				
	RACETRACK	23	385				
	RED LAKE	36	386				
	ROUND TANK	54	WALKER DOME	28			
	SANDOVAL	270		47			
	SAN JUAN	458		75			
	459			81			
	247			89			
	SAN LUIS	161		131			
		180		148			
		181		289			
		244	290				
		260	Y-O ZONE	27 M			
		288					
		294					
	461						
	481						
	482						
	487						
	SAN MATEO SEVEN LAKE	292					
		130					
		132					
		175					
		176					

**Post-1976 Wexpro
Properties in Which the
Company has a Royalty**

SCHEDULE 5
"Wexpro Case" Agreement
POST-1976 WEXPRO PROPERTIES
IN WHICH MOUNTAIN FUEL SUPPLY COMPANY
HAS A ROYALTY INTEREST

Area	State	Mountain Fuel Lease No.	Area	State	Mountain Fuel Lease No.
Basin Creek	Colorado	C-136	Big Lake	Montana	M-66
		C-138			M-67
Buck Peak	Colorado	C-144	Coon Creek	Montana	M-68
		C-148			M-75
		C-148-A			M-75-A
		C-150			M-76
		C-151			M-77
		C-152			M-4
		C-153			M-15
		C-153-A			M-22
		C-154-C			M-29
		C-156			M-30
		C-156-A			M-31
		C-156-B			M-11
		C-156-C			M-12
		C-156-D			M-13
		C-156-E			M-14
Bull Canyon	Colorado	C-146	Dunkirk, North	Montana	M-64
Campo	Colorado	C-133			M-64-A
		C-137			M-64-B
Castle Creek	Colorado	C-173	Froid, South	Montana	M-63
		C-173			M-62
Derby	Colorado	C-176	Kevin Sunburst, East	Montana	M-69
Eagle Basin	Colorado	C-102			M-70
Korse Creek	Colorado	C-106			M-71
		C-107			M-72
Little Porcupine	Montana	C-112	Little Porcupine	Montana	M-26
		C-113			M-27
		C-121			M-28
		C-122			M-28-A
		C-124			M-28-B
		C-103			M-28-C
		C-104			M-28-D
		C-105			M-28-E
		C-108			M-28-F
		C-109			M-28-G
		C-110			M-28-H
		C-111			
		C-112-X			
		C-114			
		C-115			
		C-116			
		C-117			
		C-118			
		C-119			
		C-120			
C-121-X					
C-123					
Niblick	Colorado	C-145	O'Fallon Creek, East	Montana	M-21
		C-149			
Spronke	Colorado	C-149-A	Pennel Creek	Montana	M-5
		C-149-A			M-6
Yampa	Colorado	C-147	Riley School	Montana	M-7
		C-155			M-10
		C-155-A			M-8
		C-174			M-9
		C-175			M-19
					M-20
					M-43
	M-43-A				
	M-43-B				
	M-44				
	M-44-A				

SCHEDULE 5

Area	State	Mountain Fuel Lease No.	Area	State	Mountain Fuel Lease No.				
Riley School	Montana	M-44-B	Duckwater	Nevada	N-146				
		M-44-C			N-147				
		M-44-D			N-151				
		M-44-E			N-159				
		M-44-F			N-160				
		M-44-G			N-163				
		M-44-H			N-130				
		M-45A			N-149				
		Tonquin Siding			Montana	M-32	Spring Valley	Nevada	N-161
						M-32-A			N-164
						M-32-B			NM-3
						M-32-C			NM-8
M-32-D	NM-19								
M-32-E	NM-4								
M-32-F	NM-4								
M-33	Chaco Canyon		New Mexico	NM-22					
M-33-A	Daniel Wash		New Mexico	NM-9					
M-34	De-Na-Zin		New Mexico	NM-11					
M-34-A				NM-12					
M-34-B				NM-13					
M-34-C			NM-24						
M-34-D			NM-5						
M-35			NM-7						
M-35-A			NM-14						
M-35-B			NM-15						
M-36			NM-16						
M-37			NM-17						
M-38			NM-20						
M-39			NM-23						
M-39-A			NM-27						
M-39-B			NM-10						
M-39-C			NM-21						
M-39-D			NM-18						
M-39-E			NM-1						
M-39-F			NM-23						
M-39-G			NM-6						
M-39-H									
M-39-I									
M-39-J									
M-39-K									
M-40									
M-41									
M-41-A									
M-41-B									
M-41-C									
M-41-D									
M-41-E									
M-41-F									
M-41-G									
M-42									
M-42-A									
M-42-B									
M-46									
Wrangle Creek	Montana	M-60	Bug (Pre-May 10, 1979)	Utah	U-65				
		M-61			U-67				
Duckwater	Nevada	N-131	Bug (Post-May 10, 1979)	Utah	U-81				
		N-132			U-84				
		N-133			U-84-A				
		N-134			U-84-B				
		N-135			U-84-C				
		N-136			U-84-D				
		N-137			U-84-E				
		N-138			U-84-F				
		N-139			U-87				
		N-140			U-82				
		N-141			U-117				
		N-142			U-117-A				
		N-143							
		N-144							
		N-145							

SCHEDULE

Area	State	Mountain Fuel Lease No.
Bug (Post-May 10, 1979)	Utah	U-117-B
		U-117-C
		U-117-D
		U-117-E
		(No Co. no. yet)
		U-99
		U-185
		U-136
		U-136-A
		U-136-B
		U-136-C
		U-137
Bug (Farmin)	Utah	U-137-A
		U-137-B
		U-137-C
Clark Canyon	Utah	U-138
		U-74
		U-74-A
Hatch	Utah	U-74-B
		U-75
		U-33
Klondike	Utah	U-35
		U-40
		U-63
Gold Bar	Utah	U-64
		U-57
		U-54
Mustang Flat	Utah	U-55
		U-59
		U-70
Patterson East	Utah	U-78
		U-72
		U-58
Spring Canyon	Utah	U-52
		U-66
		U-66
Squaw	Utah	W-177
		W-260
		W-271
Bear Gulch	Wyoming	W-242
		W-200
		W-200
East Hiawatha	Wyoming	
Hadsall Springs	Wyoming	
Hensley Draw	Wyoming	
Pinedale	Wyoming	

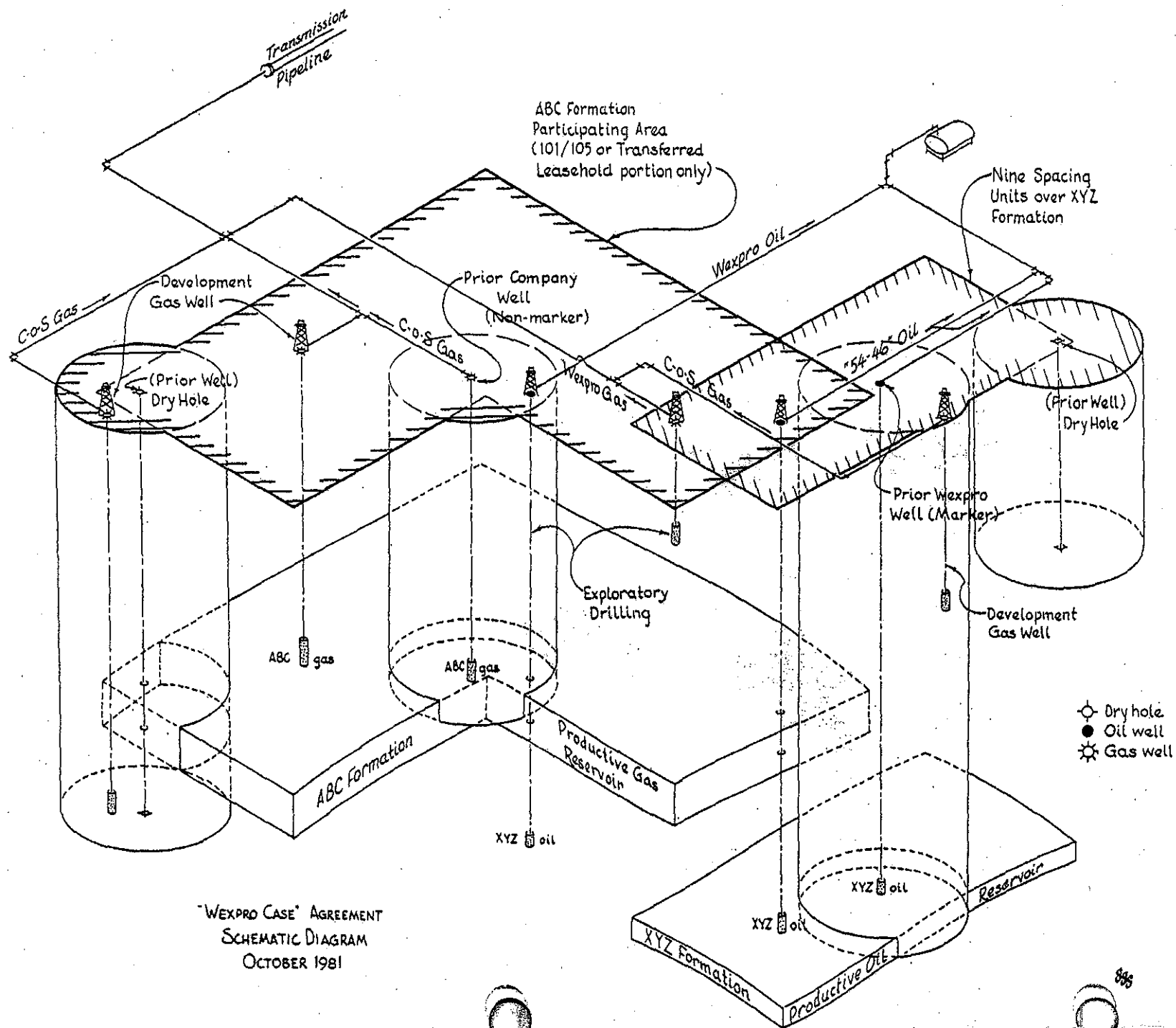
**Pre-1977 Non-Utility
Properties**

SCHEDULE 6
"Wexpro Case" Agreement
PRE-1977 NON-UTILITY PROPERTIES

AREA	STATE	WEXPRO LEASE NO.	AREA	STATE	WEXPRO LEASE NO.
Hilgait South Unit	Wyoming	W-49	Walker Creek	Wyoming	W-139-C
		W-50			W-139-D
		W-51			W-139-E
		W-52			W-139-F
		W-53			W-139-G
		W-54			W-139-H
		W-55			W-139-I
		W-56			W-139-J
		W-57			W-139-K
		W-58			W-139-L
		W-59			W-139-M
		W-59-A			W-139-N
		W-59-B			W-139-O
		W-60			W-139-P
		W-61			W-139-Q
North Walker Creek	Wyoming	W-71	Walker Creek	Wyoming	W-140
		W-246			W-140-A
		W-78			W-140-E
		W-79			W-140-F
		W-79-A			W-140-G
		W-79-B			W-141
		W-80			W-143
Walker Creek	Wyoming	W-109	Wright Area	Wyoming	W-143-A
		W-111			W-144
		W-112			W-144-A
		W-113			W-145
		W-114			W-146
		W-115			W-147
		W-117			W-50-A
		W-118			MI-3
		W-124			W-148
		W-125			W-150
		W-126			W-154
		W-129			W-155
		W-130			W-156
		W-133			W-58-X
		W-134			W-59-X
		W-135			W-59-A-X
		W-136			W-59-B-X
W-137	W-158				
W-139	MI-4				
W-139-A	W-162				
W-139-B	W-162-A				
	W-164				

Schematic Diagram

Schematic Diagram



"WEXPRO CASE" AGREEMENT
 SCHEMATIC DIAGRAM
 OCTOBER 1981