

Invitation for Bids

IFB No. 31010

U. S. Department of the Interior
Minerals Management Service
Procurement and Property Management Division
Procurement Operations Branch
381 Elden Street, MS 2500
Herndon, Virginia 22070-4817

And

Wyoming Office of State Lands and Investments
Mineral Leasing and Royalty Compliance Division
Herschler Building, 3rd Floor West
122 West 25th Street
Cheyenne, Wyoming 82002-0600

COVER PAGE

The Minerals Management Service (MMS) and the State of Wyoming, Office of State Lands and Investments (also referred to as the State) – collectively referred to herein as the Sellers – are mutually inviting bids to purchase royalty crude oil (Royalty Oil) produced from Federal and State leases, located in Wyoming for a term of 6 months.

The Sellers will award no more than one contract for purchase of Royalty Oil from each property listed in the document. The State will award the contracts for the State leases and MMS will award the contracts for the Federal leases. The Sellers retain the right to reject any and all bids. In each contract month, Purchaser must take 100 percent of the Seller's Royalty Oil made available for sale at the Point(s) of Delivery, and Purchaser must pay Sellers for all Royalty Oil made available by Sellers' Lessees, regardless of whether Purchaser actually takes such oil. If Purchaser fails to pay for all Royalty Oil made available at the Point(s) of Delivery, the Sellers may terminate the contract (See Section C.4 Purchaser Liability).

AUTHORITY. This Notice is published pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), and the Mineral Leasing Act for Acquired Lands of 1974, as amended (30 U.S.C. 351-359) and the Federal Oil and Gas Royalty Management Act of 1982 (30 U.S.C. 1701 et seq.) and, Wyoming Statutes 36-6-101 and 36-2-107, and Chapter 7 of the Rules of the Wyoming Board of Land Commissioners.

IFB Issued: July 19, 1999
Bid Opening: August 9, 1999

Contracts will be awarded for purchasing Royalty Oil for 6 consecutive months, commencing on October 1, 1999, and terminating on March 31, 2000.

Address any questions regarding this IFB to either: 1) Federal Issues: Ms. Betty Estey (703) 787-1352; Fax (703) 787-1009; Email - (Betty.Estey@mms.gov); or 2) State issues: Mr. Harold Kemp at (307) 777-6643; Fax (307) 777-5400; Email – hkemp@missc.state.wy.us. Sellers will not accept collect telephone calls.

DOCUMENTS TO ACCOMPANY BID: Bidders must submit the following documents with their bids. Sellers may reject, as nonresponsive, bids not accompanied by these documents:

1. Section A Executed Bidder's Certification and Acceptance Signature Page (3 copies)
2. Exhibit A (Your BID for Federal and State Properties)
3. Section I - Representations and Certifications

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SECTION A

BIDDER'S CERTIFICATION AND ACCEPTANCE SIGNATURE PAGE

BIDDER'S BUSINESS NAME: _____

ADDRESS: _____

CORPORATE OR PARTNERSHIP OFFICER: _____

TYPED NAME AND TITLE: _____

DATE: _____

CORPORATE SEAL: _____

Bids by corporations must be executed over the corporate seal.

Having examined the bidding documents, including any modifications to IFB No. 31010 (if applicable), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to purchase Royalty Oil in conformity with our bid prices and other information included in Exhibit A, attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to purchase the Royalty Oil in accordance with the provisions in the IFB.

We will obtain the Letter of Credit in accordance with the provisions in the IFB.

We agree to abide by this Bid for a period of 45 days from the date fixed for Bid opening under the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Your Bid, together with this signed Bidder's Certification and Acceptance Signature page and your notification of award, shall constitute a binding Contract between the Purchaser and the Seller(s).

We certify that we are a qualified bidder as described in G.1 of the IFB and that the information, representations and certifications include herein are accurate and complete.

The making of false statements to the Sellers is punishable by a fine of not more than \$10,000 and/or not more than five years imprisonment, see 18 U.S.C. 1001.

Dated this _____ day of _____ 19_____.

Authorized Signature

Title

Submissions Required:

- Section A - Executed Bidder's Certification and Acceptance Signature Page
(Your BID for Federal and State Properties)
- Section I - Representations and Certifications

SECTION B
BIDS AND INSTRUCTIONS

B.1. BIDDER QUALIFICATIONS

Bids will be accepted only from qualified bidders, defined in Section G.1. Certification as to qualifications is contained in Section A, Bidder's Certification and Acceptance Signature Page.

B.2. INSTRUCTIONS TO BIDDERS

B.2.1. Exhibit A, entitled Table of MMS and State Crude Oil Packages and Properties Offered for Bid, contains a listing of properties for three crude oil packages for which Royalty Oil is available for purchase by qualified bidders. For each property, the table identifies:

- Crude oil type
- Unit or Field Name
- Lease number or Agreement Number
- Current operator
- Location
- Average daily production
- Crude oil quality
- Current transporter

Interested bidders may also refer to Exhibit B for tract allocation percentages and royalty rates for all the properties in Exhibit A.

The column in Exhibit A labeled "Bid" is provided for Bidders to indicate their offers.

Volumes of Royalty Oil shown in Exhibit A are estimates based on the most current available data (generally January to May 1999) on average daily property production multiplied by the most current tract allocations and royalty rates. The volume represents the Royalty Oil reasonably expected to be available for taking by the Purchaser each month. Production volumes may vary significantly through the term of this IFB No. 31010.

B.2.2. Bid Procedures. Bidder may submit a package bid for each of the three grades of crude or bid on individual pipeline system subgroups listed in Exhibit A by entering the bid in the column labeled "Bid", applicable to each bid package or pipeline system. Package bidding means the bidder is providing a single bid price for all Federal (MMS) and State properties within each basin for the particular crude grade offered, e.g., Big Horn Basin Asphaltic Sour. Bidding on individual properties is not acceptable and bidders may not bid on self-defined packages.

Each bid for individual bid packages or pipeline system subgroups will be considered on its own merits for comparison with other bids for that specific bid package or pipeline system subgroup. That is, except for bids covering entire packages, the Sellers will not consider any bid price to be contingent upon acceptance of all of the company's bid prices offered. Successful bidders will value Royalty Oil based on assumed equal daily quantities of production during each month of the contract term.

B.2.2.a. Bids for the **Wyoming Powder River Basin sweet** package or pipeline system subgroup(s) listed in Exhibit A may be made as an increment or decrement from 1) the average of the calendar month's daily closing (settle) price on the New York Mercantile Exchange (NYMEX), using each trading day's closing price for the prompt month, during the calendar month for which production will be purchased (MERC +/-) or 2) from the calendar month's average of the following four Wyoming sweet posted prices at 40 degrees API: Equiva, Conoco, EOTT, and Scurlock-Permian or 3) under any other transparent pricing structure for which documentation is readily available and supportable, e.g. market center prices, different postings, or other publicly available pricing indicia. Bidders will deem Powder River Basin sweet production at 40 degrees API gravity for bidding and valuation purposes.

B.2.2.b. Bids for the **Wyoming Powder River Basin general sour** package or pipeline system subgroup(s) listed in Exhibit A may be made as a 1) MERC +/- bid or 2) as an increment or decrement from the calendar month's average of the following four Wyoming general sour posted prices at 40 degrees API: Equiva, Conoco, EOTT, and Scurlock-Permian or 3) under any other transparent pricing structure for which documentation is readily available and supportable, e.g. market center prices, different postings, or other publicly available pricing indices. For payment, bidders will make appropriate quality adjustments to match the actual gravity of the Royalty Oil being purchased.

B.2.2.c. Bids for the **Wyoming Big Horn Basin asphaltic sour** package or pipeline system subgroup(s) listed in Exhibit A may be made as a 1) MERC +/- bid or 2) as an increment or decrement from the calendar month's average of the following four Wyoming asphaltic sour posted prices at 40 degrees API: Equiva, Conoco, EOTT, and Scurlock-Permian or 3) under any other transparent pricing structure for which documentation is readily available and supportable, e.g. market center prices, postings, or other publicly available pricing indicia. For payment, bidders will make appropriate quality adjustments to match the actual gravity of the Royalty Oil being purchased.

SECTION C

TERMS AND CONDITIONS OF OIL SALES AND PURCHASE

C.1. DEFINITIONS

API means the American Petroleum Institute.

Audit refers to any review, conducted in accordance with generally accepted accounting and auditing standards, of royalty payment compliance activities of lessees or other interest holders who pay royalties, rents, or bonuses on Federal and Indian Leases, and, as used herein, refers to such review of Purchaser's compliance with the provisions of this Contract.

Barrel means 42 U.S. gallons of 231 cubic inches per gallon corrected to 60 degrees Fahrenheit.

Contract means this IFB No. 31010, immediately after it has been fully executed and accepted by Bidder and either MMS or the State, and includes any amendments or revisions thereto, between the Parties, and constitutes an obligation which, with due consideration, is enforceable by law.

Contracting Officer (CO) is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes the authorized representative of a CO acting within the limits of his or her authority, as delegated by the CO, except as otherwise provided in this contract.

Contracting Officer's Technical Representative (COTR) is that person named to administer day-to-day technical contracting matters.

Crude Oil means a mixture of hydrocarbons that existed in the liquid phase in natural underground reservoirs and remains liquid at atmospheric pressure after passing through surface separating facilities and is marketed or used as such.

Day, Month, and Year mean respectively, calendar day, calendar month, and calendar year, unless otherwise specified.

Force Majeure means, except for payment due hereunder, either party hereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes, and other labor or industrial disturbances, acts of God or the elements, Sellers' laws, regulations, or requests, acts in furtherance of the international Energy Program, disruption or breakdown or production or transportation facilities, delays of pipeline carrier in receiving and delivering crude oil tendered, or by any other cause, whether

similar or not, reasonably beyond the control of such party. Any such failures to perform shall be remedied with all reasonable dispatch, but neither party shall be required to supply substitute quantities from other sources of supply. Failure to perform due to events of Force Majeure shall not extend the terms of this Agreement.

Irrevocable Letter of Credit (ILOC) means a written commitment by a federally insured financial institution to pay all or part of the stated amount of money until the expiration date of the letter upon presentation by the Sellers (the beneficiary) of a written demand therefor. Neither the financial institution nor the Bidder/Purchaser can revoke or condition the Letter of Credit.

Lease refers herein to any contract, profit-share arrangement, joint venture, or other agreement issued or approved by the Sellers for the exploration for, and development of, the extraction of, or removal of crude oil from Federal and State lands in the State of Wyoming.

Leaseholder means a company, corporation, partnership, association, person or other entity with whom the Sellers have contracted to, explore for, produce, handle, deliver, and/or market Royalty Oil owned by the Sellers as its royalty on production from or attributable to Sellers' Leases.

MMS' or State Lessee is that party through Federal or State lease ownership which has entered into a Lease with the Sellers, or which owns operating rights in such a Lease, as defined herein. The activities referred to in this document as being performed by the Lessee can be performed by the operating rights owners on behalf of the Lessee.

Marketable condition means lease products which are sufficiently free from impurities and otherwise in a condition that they will be accepted by a purchaser under a sales contract typical for the field or area.

NYMEX means the New York Mercantile Exchange.

Operating Rights means the interest created out of a lease authorizing the holder of that right to enter upon the leased lands to conduct drilling and related operations, including production of oil or natural gas from such lands in accordance with the terms of the lease. A record title owner is the owner of operating rights under a lease except to the extent that the operating rights or a portion thereof have been transferred from record title.

Parties mean the Seller and the Purchaser.

Point(s) of Delivery means the point of royalty determination or royalty measurement point approved by the jurisdictional office of the Bureau of Land Management or the State. It is the point at which Seller's Lessee is to make available to the Purchaser, and Purchaser is required to take Royalty Oil described in this document.

Posted price means the price specified in publicly available posted price bulletins, or other price notices net of all adjustments for quality (e.g., API gravity, sulfur content, etc.) and location for oil in marketable condition.

Property means a Federal or State lease or a Federal pooling agreement for which the Sellers is inviting bids for Royalty Oil. Numerous State and/or Federal leases may contribute to pooling agreements.

Purchaser means the bidder to this IFB whose bid is accepted by the respective Sellers and who is a purchaser of Royalty Oil subject to the provisions of this IFB No. 31010.

Royalty Oil means that portion of crude oil produced from or attributable to the properties listed in this document to which the Sellers are entitled to as the royalty percentage of the production from or attributable to said Leases.

Transporter means principally the pipeline or trucking company receiving delivery of Royalty Oil at the Point(s) of Delivery, but may mean any upstream or downstream pipeline transporter, as dictated by context.

Underpayment means payment for less than the full price or for less than the full volume of Royalty Oil actually delivered to the Purchaser. Underpayment does not result from the underdelivery of Royalty Oil to the Purchaser by the Sellers' Lessees.

C.2. GENERAL TERMS

C.2.1. Purchaser and the Sellers agree that one hundred (100) percent of the Royalty Oil made available by Seller's Lessees at the Point(s) of Delivery will be purchased and taken by Purchaser at the Point(s) of Delivery. Title to the Royalty Oil delivered hereunder and taken by the Purchaser shall pass to and vest in the Purchaser at the flange connecting the tank batteries to the pipeline at the Point(s) of Delivery. Lessees shall be deemed to be in exclusive control and possession of said Royalty Oil prior to the time of delivery to the Purchaser, and, if taken at the Point(s) of Delivery, the Purchaser shall be deemed to be in exclusive control and possession of said Royalty Oil thereafter.

C.2.2. The Sellers' Lessees shall be responsible for delivery of one hundred percent (100%) of Sellers' Royalty Oil to Purchaser at the Point(s) of Delivery. Purchaser shall be responsible for transportation of volumes from the Point(s) of Delivery to Purchaser's markets. Purchaser represents and warrants that it has obtained transportation rights necessary to satisfy its obligations under this Oil Sales and Purchase Agreement.

C.2.3. The Sellers shall not be liable for consequential, incidental, special or punitive damages or losses which may be suffered as a result of the failure to make available or take the Royalty Oil hereunder.

C.2.4. The Purchaser shall hold the Sellers and its Lessees harmless for all costs and penalties, including any which may be assessed or imposed by a Transporter against Purchaser at or after the Point(s) of Delivery, including without limitation purchases or sales of imbalance quantities of crude oil at unfavorable prices. The Sellers shall not hold the Purchaser responsible for any costs and penalties which may be assessed against the Sellers prior to the Point(s) of Delivery.

The Purchaser and the Sellers' Lessees shall work with each other and with the Transporter to verify delivery and receipt of Royalty Oil on a timely basis.

It is specifically agreed that there are no third party beneficiaries to this contract, and that the contract shall not impart any rights enforceable by any person, firm, organization, or corporation not a party hereto.

C.2.5. The Purchaser shall not assign any of the rights awarded under this IFB and contract without having prior approval from MMS or the State.

C.3. NOTIFICATION OF ROYALTY OIL AVAILABILITY AND PURCHASER ACKNOWLEDGMENT

Purchaser is authorized and required to communicate with Sellers' Lessees to the extent practicable and consistent with industry practice regarding crude oil availability. The Sellers' Lessees will be required to provide to Purchaser initial estimates of Royalty Oil available during the month preceding the start of the contract term. The Sellers' Lessees will also be required to notify the Purchaser of any changes in Royalty Oil availability during the contract term, consistent with industry practice.

C.4. FAILURE BY THE PURCHASER AND PURCHASER LIABILITY

If the Sellers identify an underpayment by the Purchaser, the Purchaser will be notified and granted 5 days to pay or demonstrate to the MMS or State that underpayment does not exist. Beyond the 6th day, for the MMS and 10th day for the State, either as affected, may choose to call on the letter of credit for the underpaid amount, if the reasons for the underpayment are other than a Force Majeure occurrence. Either Seller may choose to terminate the contract when the cumulative underpaid amount exceeds 50% of the amount of the letter of credit.

C.5. PURCHASER LIABILITY

C.5.1. Purchaser Liability for Bid Value of Royalty Oil. Notwithstanding contract termination pursuant to C.4, the Purchaser shall be liable for the bid value of one hundred percent (100%) of the Royalty Oil made available to it by Lessees including oil made available but not taken by the Purchaser. In the event that any Royalty Oil not taken is sold to a third party at a price below the Purchaser's bid price, the Purchaser will be liable for the difference between the price received by the MMS or State and the Purchaser's bid price and if the oil not taken is not sold during the month of delivery, the Purchaser will be

liable for the full bid value of the oil. Administrative costs and other expenses the State and MMS incur as a result of obtaining another buyer for the oil for which the Purchaser contracted will also be due to the respective parties. The Purchaser shall pay all amounts due within 7 calendar days after deemed receipt of an invoice. Any disagreement with the respect to the amount of such payment due the MMS or the State will be deemed a dispute and will be decided by the respective Contracting Officer.

C.5.2. Liability for Transporter Penalties. The Purchaser shall be liable for any pipeline penalties imposed as a result of the Purchaser's breach.

C.6. DELIVERY VARIANCES TO PURCHASERS BY MMS' LESSEES

The Purchaser shall not be liable for under payments resulting from deliveries by MMS or State Lessees that vary from the proper monthly royalty volume. In the event that Lessees significantly over/under deliver Royalty Oil to the Purchaser, the Lessees will be responsible for payment to the MMS and State. Variances that are not significant will be delivered in Royalty Oil volumes to the Purchaser in the next month after identified and resolved with the Lessees.

SECTION D

CONTRACT ADMINISTRATION DATA

D.1. PAYMENT AND REPORTING

D.1.1. Responsibilities of Purchaser. The following reporting and payment requirements are the monthly responsibility of the Purchaser during the term of this Oil Sales and Purchase Contract:

a. Purchaser shall render payment to the MMS and State in accordance with the procedures at D.1.1.(b) for all Royalty Oil made available to it at the Point(s) of Delivery. The Purchaser is required to make payment to the MMS and State for all Royalty Oil made available to it by MMS' and the State's Lessees, whether or not Purchaser accepts delivery of such oil. The Purchaser will calculate the amount due each month based on the contract bid price and the Royalty Oil volumes recorded at the Point of Delivery identified in Exhibit A.

b. The Purchaser will remit the total monthly amount due to the MMS and State by electronic funds transfer (EFT), under procedures outlined in Exhibit C. Payment must be credited to the MMS' and State's account by close of business on the 25th day of the month following the month of delivery.

In addition, the MMS and State will provide Purchaser with the form shown in Exhibit D in an electronic format using Microsoft Excel software. MMS or the State will provide recurring data fields (e.g., property number) on the form. The Purchaser will be responsible for completing nonrecurring data fields for each property under this contract. The MMS and State will answer any questions over the telephone or by E-mail regarding reporting requirements (contact the MMS of State Representative identified in Section D.3).

c. Purchaser shall provide access during normal working hours, to any documents of Purchaser, which are pertinent to the contract and Purchaser's obligation to pay Sellers. Such records shall be retained for a period at least one year after the final reporting and payment date upon termination of the contract.

D.2. SET-OFF

The Purchaser shall not reduce payments due hereunder because of any claim against the Sellers arising outside of this contract.

D.3. MMS AND STATE REPRESENTATIVE

Mr. Robert Kronebusch is the MMS Contracting Officer's Technical Representative (COTR), and can be reached at (303) 275-7113.

Mr. Harold Kemp is the State's Contracting Officer and Technical Representative and can be reached at (307) 777-6643.

D.4. PURCHASER'S REPRESENTATIVES

Purchaser's shall provide the following information at the time of contract award:

Bidder's Business Number:
Fax Number:
Accounts Payable Rep:
Telephone:
Alternate Accounts Payable Rep:
Telephone:
Purchaser's Field Rep:
Telephone:

SECTION E
SPECIAL PROVISIONS

E.1. NOTICES/CORRESPONDENCE

(a) Any notices shall be in writing, shall include the contract number, and shall be forwarded, prepaid, to the address in (b) below. In addition, notices shall be sent by facsimile transmission immediately to the COTR at the FAX number below.

(b) Correspondence to MMS shall be to:

(1) For the CO:

Ms. Betty Estey, Contracting Officer
U.S. Department of the Interior
Minerals Management Service
381 Elden Street, MS 2500
Herndon, Virginia 22070-4817
PHONE: (703) 787-1365 Email: Betty.Estey@MMS.gov
FAX: (703) 787-1009

(2) For the COTR:

Mr. Robert Kronebusch
Contracting Officer's Technical Representative
U.S. Department of the Interior
Minerals Management Service
12600 West Colfax Avenue, Suite B 440
Lakewood, Colorado 80215
PHONE: (303) 275-7113 Email: Robert.Kronebusch@mms.gov
FAX: (303) 275-7124

(3) For ILOC verification for MMS:

Mr. Lawrence Barker
U.S. Department of the Interior
Minerals Management Service
Post Office Box 25165, MS3005
Denver, Colorado 80215-0165
PHONE: (303) 231-3157 Email: Lawrence.Barker@mms.gov
FAX: (303) 231-3189

(c) Correspondence and ILOC verification for the State shall be to:
For the CO and COTR

Mr. Harold Kemp
Wyoming Office of State Lands and Investments
Herschler Building 3rd Floor West
122 West 25th Street
Cheyenne, WY 82002-0600
PHONE: (307) 777-6643 Email: hkemp@missc.state.wy.us
FAX: (307) 777-5400

E.2. INDEMNIFICATION

Purchaser shall indemnify and save the Sellers and Lessees harmless from and against any loss, expense, liability, or claim of any kind for damage to property of, or for injury to or death of persons which Purchaser, its agents, employees, or personnel intentionally or negligently or otherwise cause, arising in any way from or connected with performance of this contract. The State of Wyoming and the Office of State Lands and Investments do not waive their sovereign immunity by entering into this contract with Purchaser, and do so specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statutes 1-39-104(a) and all other State law.

E.3. GOVERNING LAWS AND REGULATIONS

Solely applicable Federal Law and this IFB hereunder govern the sale of Royalty Oil. The Federal Acquisition Regulations (FAR), 48 CFR, Ch. 1, Pts. 1-53 do not apply to this sale; however, the Sellers may use the FAR as guidance in bid solicitation and contract award. Solely applicable state law governs the sale of State of Wyoming Royalty Oil, Wyoming Board of Land Commissioner's Rules, State lease terms for oil and gas, and the requirements of this IFB.

SECTION F
GENERAL PROVISIONS

F.1. WITHHOLDING OF DELIVERIES AND TERMINATION FOR PURCHASER DEFAULT

(a) The Contracting Officer for MMS or the State, without liability to the MMS or State, may terminate this contract in whole or in part as pertains to each respective interest, by written notice to the Purchaser effective upon such notice being delivered personally to any authorized representative of the Purchaser, being deposited in the United States Postal System, or with an overnight delivery service addressed to the Purchaser as provided in E.1 in the event:

- (1) Purchaser breaches any warranty made herein;
- (2) Purchaser fails to take delivery in accordance with the terms of this contract;
- (3) Purchaser no longer meets the financial qualifying criteria specified in this IFB No. 31010, as determined by the Sellers;
- (4) There are instituted by or against Purchaser proceedings in bankruptcy or other insolvency law; or
- (5) Purchaser fails to comply with any other term or condition of this contract within 48 hours after the Contracting Officer or their designee, gives telephonic or other oral notice. The Sellers will confirm any oral notification in writing.

(b) Notwithstanding other provisions of this IFB, Purchaser shall not be charged with any liability to the MMS or State under circumstances which prevent Purchaser's acceptance of delivery hereunder due to causes beyond the control and without the fault or negligence of Purchaser, as deemed by the Contracting Officer.

(c) Nothing herein will limit the Sellers in the enforcement of any legal or equitable remedy, which it might otherwise have, and a waiver of any particular cause for termination will not prevent termination for the same cause occurring at any other time or for any other cause.

(d) Upon termination of a contract for Purchaser's default, the Contracting Officers may sell or otherwise dispose of the remaining crude oil in an appropriate manner. Any net loss experienced by the seller(s), calculated as the difference between the price received for the remainder of the contract period as sold by the Contracting Officer(s), to include administrative cost and the price that would have accrued had the

Purchaser paid for the volumes until the term of the contract expired will be due from the Purchaser.

F.2. LIMITATION OF THE SELLER'S LIABILITY

The MMS or State is not liable for nonperformance due to Force Majeure. In addition, see Section C.5.

F.3. DISPUTES

(a) For the purpose of this contract, the Contract Disputes Act of 1978 (41 U.S.C. §601 *et seq.*, PL 95-563) is applicable. If a dispute arises, the Purchaser may submit a claim to the respective Contracting Officer, who will issue a written decision on the dispute. A "claim" is a written request submitted to the respective Contracting Officer for payment of money, adjustment of contract terms, or other relief requiring a Contracting Officer's decision.

(b) In the case of disputed requests or any amendments to such requests for payments exceeding \$50,000, the Purchaser shall certify, at the time of the submission of a claim:

I certify that the claim is made in good faith, that the supporting data is accurate and complete to the best of my knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which Purchaser believes the MMS and State are liable.

Purchaser's Name:
Signature of Certifying Official:
Title:

(c) The Purchaser shall pay the MMS or State, as applicable, interest on the amount found due from the date the amount is due until the Purchaser makes payment at the underpayment rate in 30 U.S.C. 1721 for Federal Leases or in the case of the State of Wyoming, W.S. 30-5-303. The Internal Revenue Service Rate will be used as prescribed in 30 CFR 218.54 and 218.102 .

(d) The decision of the respective Contracting Officer will be final and conclusive and not subject to review by any forum, tribunal, or MMS agency unless an appeal or action is timely commenced as specified by the Contract Disputes Act of 1978.

(e) Purchaser shall comply with any Contracting Officer decision, and at the Contracting Officer's direction will diligently perform under this contract pending final resolution of any claim, appeal, or action related to this contract.

F.4. GRATUITIES

(a) The Sellers may terminate the contract by written notice if, after notice and hearing, the agency head or designee determines that the Purchaser, its agent, or another representative offered or gave a gratuity (e.g., entertainment or gift) to an officer, official, or employee of the Sellers and intended to obtain a contract or favorable treatment under a contract.

(b) Any court having lawful jurisdiction may review the facts supporting this determination.

(c) If this contract is terminated under (a) above, the MMS and State are entitled to pursue the same remedies as in a breach of contract. The Sellers may, at their discretion, terminate this contract without liability to them, or deduct from the contract price or consideration or otherwise recover the full amount of any commission percentage, brokerage, or contingency fee.

(d) The rights and remedies of the MMS and State provided in this Article are in addition to any other rights and remedies provided by law or under this contract.

F.5. INTEREST

All amounts due and payable, including interest assessed on late payments, must be paid by the bill due date. Amounts not so paid shall bear interest, computed on a daily basis, from the date due (i.e., date of deemed receipt of invoice) until the MMS or State receives payment, at the underpayment rate under 30 U.S.C. 1721 or Wyoming Statutes 30-5-303.

F.6. EXPORT LIMITATIONS AND LICENSING

Purchasers are subject to all the limitations and licensing requirements of the Export Administration Act of 1969 (83 Stat. 841) in accordance with 10 U.S.C. §7430(e).

F.7. PURCHASER'S RELEASE OF CLAIMS

Purchaser hereby releases the MMS and State from all claims arising in connection with this contract, except in the case of those federal claims meeting the requirements of the Contract Disputes Act which the respective Contracting Officer receives prior to the date upon which final payment is due hereunder. Claims not received before such date are forever barred. Supplemental billings and credits issued after the final invoice will not extend the data for submission of claims beyond the final payment date shown on the final invoice.

SECTION G

INSTRUCTIONS TO BIDDERS

G.1. BIDDERS QUALIFICATIONS

Bids will only be accepted from qualified bidders. A bidder is qualified by meeting the criteria as described below:

Bidder's total revenue derived from the marketing of oil to non-affiliated entities, has not been less than the sum of \$20,000,000 (U.S. dollars) during any calendar year from 1994 through 1998 inclusively, and was principally responsible for marketing not less than the sum of \$20,000,000 (U.S. dollars) of oil during any calendar year from 1994 through 1998 and that Bidder's total revenues derived from the marketing of oil to non-affiliated entities, has not been less than the sum of \$20,000,000 (U.S. dollars) during any calendar year from 1994 through 1998 inclusively.

Certification to this requirement will be the signed Bidder's Certification and Acceptance Signature Page found in Section A of this IFB.

G.2. PREPARATION OF BIDS

(a) Bidders must examine the complete IFB package, including the specifications, schedule, special and general provisions, and must comply with all instructions. Failure to do so may result in a non-responsive bid.

(b) Bidders must ensure that bid packages are complete and that all required supplemental data are attached. Original signatures and fill-in information must be provided on the Bidders Certification and Acceptance Signature Page in Section A.

(c) The Bidder must sign and affix its corporate seal to the Bidder's Certification and Acceptance Signature Page in Section A. Any erasures or other changes must be initialed by the person signing the bid and bids signed by an agent must be accompanied by evidence of his or her authority. If a corporation has no corporate seal, the words "NO CORPORATE SEAL" must be hand-written in the space reserved for the seal, and the person signing the corporate certification must initial that statement.

G.3. SUBMISSION OF BIDS

(a) Bids submitted by telegram, mailgram, electronically or telecopier will not be considered.

(b) Bids may be modified or withdrawn by mail, telegram, or mailgram provided the modification or withdrawal is received at the office designated in (c) below prior to the hour and date specified for receipt of bids.

(c) Bids sent by mail or hand-carried bids, including bids delivered by a delivery service, and modifications sent by mail, telegram, or mailgram must be received at the following address no later than the date and time of bid opening, August 9, 1999, 1:00 p.m. Mountain Time.

(d) Due to official Sellers days/hours of operation, the respective Contracting Officer cannot accept mail, telegrams, mailgrams, or hand-carried items on Saturdays, Sundays, or MMS and State holidays, or any time prior to 7:30 a.m. or after 4:00 p.m., local time.

(e) Bidders shall affix an appropriate label (samples below) to the bid envelope. The outside of the envelope shall be plainly marked with the Bidder's full name and return address.

(Bidder's Name)

(Return Address)

Bidders should place the following words on the envelope containing bids:
DO NOT OPEN BEFORE 1:00 PM Mountain Time: August 9, 1999

Cautionary note – Regular mail must be addressed to the address listed under (1) the PO Box; the postal service DOES NOT deliver mail to (2) the street address.

Delivery services, such as Federal Express, only deliver to (2) the street address.

Regular mail address:

- (1) U.S. Department of the Interior
Minerals Management Service
Procurement, MS 2730
Box 25165, Denver Federal Center
Denver, CO 80225
ATTN: Janet Camp

For hand delivery service, such as FedEx, UPS, etc., the street address is:

- (2) Minerals Management Service
Procurement, MS 2730
12600 W. Colfax Ave., Rm C200
Golden, CO 80215
ATTN: Janet Camp

(f) The Bidder must sign and if a corporation affix its corporate seal to the “Bidder’s Certification and Acceptance Page” in Section A. Any erasures or other changes must be initialed by the person signing the bid and bids signed by an agent must be accompanied by evidence of his or her authority. If a corporation has no corporate seal, the words “NO CORPORATE SEAL” must be handwritten in the space reserved for the seal, and the person signing the corporate certification must initial that statement.

G.4. BID OPENING AND AWARD PROCEDURES

If a bid is successful, the Sellers will make award by means of an award sheet, signed by the respective Contracting Officer, which identifies the items, quantities, and prices which the respective Sellers are accepting. A contract will consist of an “Award Sheet (properly signed by the Contracting Officer), your bid for properties awarded to you, and this IFB. The documents shall constitute the entirety of the contract between the parties.

All bids shall be opened and the total of each bid read by the Contracting Officer on August 9, 1999 after 1:00. This bid opening will not be a public bid opening. The contract, if awarded, shall be awarded to the bidder who, in the opinion of the respective Contracting Officers is the highest, most responsible, and responsive bidder.

G.5. LATE BIDS, MODIFICATIONS OF BIDS, AND WITHDRAWAL OF BIDS

(a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee not later than 5:00 p.m. at the place of mailing two (2) working days prior to the date specified for receipt of bids. The term “working days” excludes weekends and Federal holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a) above.

(c) The only acceptable evidence to establish the mailing date of a late bid, modification, or withdrawal sent by registered or certified mail is the U.S. or Canadian Postal Service postmark on the envelope or wrapper or the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. “Postmark” means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. or Canadian Postal Service.

Therefore, Bidders should request the postal clerk to place a hand cancellation bull's – eyed postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the MMS installation for a bid, modification to a bid, or a bid guarantee, in the form of an LOC submitted by a bank, is the time/date stamp provided by the Contracting Officer at the address specified for the bid opening.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office clerk on the “Express Mail Next Day Service-Post Office to Addressee” label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. “Postmark” has the same meaning as in paragraph (c) above.

(f) A bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

G.6. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS

Bidders must acknowledge receipt of any amendment to this IFB by (a) signing and returning the amendment, or by (b) letter, mailgram, or telegram to the address for mailed bids specified in K.2(c). The MMS and State must receive the acknowledgment by the time and at the place specified for receipt of bids.

G.7. CLARIFICATIONS OF IFB TERMS

Any prospective Bidder must request explanations or clarification of the IFB, specifications, etc., in writing soon enough to allow a reply to reach all prospective Bidders before bid submission. Oral explanation or instructions given before contract award are not binding on Sellers. The Contracting Officer will provide pertinent information in the form of a modification to the IFB if such is necessary in submitting bids, or if its lack disadvantages prospective Bidders.

G.8. PROPRIETARY AND CONFIDENTIAL DATA

If Bidder submits any proprietary information, it must be so marked as proprietary and an explanation must be provided for its proprietary nature. All applicable Department of Interior and State regulations governing proprietary data shall apply. Bid prices are considered confidential and will not be released by the State or MMS.

G.9. ACCEPTANCE PERIOD

Bids will remain valid for 45 days after the bid opening date.

G.10. INFORMATION REQUESTS

The Sellers may make such investigation as it deems necessary to determine the ability of the bidder to make payment and the bidder shall promptly furnish to the Sellers all such information and data for this purpose as the Sellers may request. If the bidder does not supply information requested in 5 working days, the Sellers may determine the bidder is unresponsive and may disqualify the bidder.

G.11. SELLERS OBLIGATIONS

The Sellers does not promise, guarantee, or otherwise obligate themselves to deliver any particular daily/monthly volume of crude oil/condensate. Royalty quantity is entirely dependent upon the production from or allocation to the properties identified in Exhibit A and B, which are attached.

G.12. LETTER OF CREDIT

The Purchaser/successful bidder will be required to provide an Irrevocable Letter of Credit (ILOC) by September 15, 1999. The amount of the ILOC should be calculated as follows: average oil price (September 1999 average price minus the applicable gravity adjustment), plus the winning bid, multiplied by the estimated daily Royalty Volume, multiplied by 90 days. Before you apply for the ILOC, please submit the amount you have calculated for the ILOC to Larry Barker for verification of the MMS properties and to Harold Kemp for verification of the state properties at the address listed in Section E.

The financial institution issuing the ILOC shall be an entity that has the authority to issue irrevocable letters of credit and whose letter of credit operations are regulated and examined by a federal or state agency. The letter of credit must be irrevocable and issued for a period of 8 months from the date of the first delivery under the contract. The financial assurance amount shall be sufficient to cover the bid (award) price multiplied times the estimated monthly production for three months of all the Seller's crude oil royalty taken in kind as bid in Exhibit A of the applicable package.

A Sample of the ILOC is provided in Exhibit E., the form may vary but the substance may not where same is required.

SECTION H

EVALUATION PROCEDURES FOR AWARD

H.1. METHOD OF AWARD

(a) The respective Contracting Officers are the sole judges as to whether the bids conform to this IFB as to either's representative interests and as to the qualifications of the Bidders. The Contracting Officer will award contracts for each bid package or pipeline system subgroup to the highest responsive, responsible Bidder meeting the certification criterion specified in Section A.

(b) The Sellers reserve the right to reject any or all bids and to waive minor informalities and irregularities, and to reject any bid offering prices which the Contracting Officers, in their sole discretion, determine to be below fair market value, and/or not in the best interests of the Sellers.

(c) The Sellers will generally evaluate and select properties to maximize direct revenues to the United States and the State. However, evaluation and award will retain the flexibility to consider administrative savings, even if such award may result in less direct revenues to the Sellers; e.g., the cost of administering the contract exceed the revenue received from the sale.

H.2. BID EVALUATION PROCEDURES

In the event there are tie bids the bidder will be given 24 hours after notification of the tie by Sellers to resubmit a bid via Fax to the Contracting Officers. If no rebid is submitted the original bid will be considered the bid on the properties. In the event there are ties after a rebid, drawing lots will break the tie.

SECTION I

REPRESENTATIONS AND CERTIFICATIONS

I.1. CERTIFICATION OF NONSEGREGATED FACILITIES

(a) “Segregated facilities,” as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any location under its control where segregated facilities is a violation of the Equal Opportunity clause in the contract.

(c) The Bidder further agrees that (except where it has obtained identical certifications from proposed sub purchasers for specific time periods) it will--

(1) Obtain identical certifications from proposed sub purchasers before the award of subcontracts under which the sub purchaser will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed sub purchasers (except if the proposed sub purchasers have submitted identical certifications for specific time periods):

I.2. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Bidder represents that --

(a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause in Section 201 of executive Order No. 11114;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed sub purchasers, will be obtained before subcontract awards.

I.3. CLEAN AIR AND WATER CERTIFICATION

The Bidder certifies that --

(a) Any facility to be used in the performance of this proposed contract is, is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities:

(b) The Bidder will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

I.4. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Bidder certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in Section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA), the Bidder will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory form (Form R) as described in Sections 313 (a) and (g) of EPCRA and Section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

(i) The facility does not manufacture, process or otherwise use any toxic chemical listed under Section 313(c) of EPCRA, 42, U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in Section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under Section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

I.5. DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

The Bidder is requested to insert the Dun and Bradstreet number (DUNS) assigned to the Purchaser’s address shown on the solicitation form:_____.

I.6. TAXPAYER IDENTIFICATION

(a) Definitions.

“Common parent,” means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Bidder is a member.

“Corporate status,” means a designation as to whether the Bidder is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

“Taxpayer Identification Number (TIN),” means the number required by the IRS to be used by the Bidder in reporting income tax and other returns.

(b) All Bidders are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(c) Taxpayer Identification Number (TIN)

TIN _____.

TIN has been applied for.

TIN is not required because: Choose one of the following:

Bidder is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- Bidder;
- Bidder is an agency or instrumentality of a foreign Bidder;
 - Bidder is an agency or instrumentality of a Federal, state, or local Bidder;
 - Other Choose one of the following:
 - (d) Corporate Status.
 - Other corporate entity;
 - Not a corporate entity;
 - Sole proprietorship;
 - Partnership;
 - (e) Common Parent.
 - Bidder is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
 - Name and TIN of common parent:
Name

SECTION J

The following are attached hereto and made part of the documents:

EXHIBITS A1-A3: Table of MMS and State Crude Oil Packages and Properties Offered for Bid

EXHIBIT B: Table of MMS and State Lease Tract Allocations and Royalty Rates

EXHIBIT C: Instructions for Wire Transfer of Funds for MMS and State

EXHIBIT D: Reporting Format MMS and State

EXHIBIT E: Sample format for ILOC

**Table of Wyoming Crude Oil Packages and Properties Offered for Bid
Big Horn Basin -- Asphaltic Sour Crude**

Line Code	Unit or Field Name	Operator	Federal Agre. No.	Fed/State Lease No.	County	see notes below	Twp-Rng-Sec	Federal Average Royalty bbls/day	State Average Royalty bbls/day	Avg API Grav	Per Operator Pipeline	Bid +/-
Bid for all 30 properties producing approximately 1704.0 bbls/day												
B0100	Black Mountain	Texaco	892000435A		Wash & HS	(A)	43-90-36	42.0	26.4	22.5	Amoco	
B0101	Black Mountain	Texaco		0620393210	Wash & HS	(C)	43-90-31	0.7		22.4	Amoco	
B0800	Hamilton Dome	Merit Energy	W 138881X		Hot Springs	(A)	44-98-24	548.4		19.3	Amoco	
B0801	Hamilton Dome	Merit Energy		0490376970	Hot Springs	(C)	44-98-11/12	0.2		17.7	Amoco	
B0802	Hamilton Dome	Merit Energy		0490376990	Hot Springs	(C)	44-98-10	3.0		18.5	Amoco	
B1101	Little Buffalo	Citation O&G	892000365A		Park & HS	(C)	47-100-1/7/12	0.2		22.1	Amoco	
B1100	Little Buffalo	Citation O&G	892000365C		Park & HS	(A)	47-100-12	37.3	0.3	20.0	Amoco	
B1102	Little Buffalo	Citation O&G	892000365D		Park & HS	(A)	47-100-12	68.5		19.9	Amoco	
B1103	Little Buffalo	Citation O&G	892000365E		Park	(A)	47-100-34	37.5		17.6	Amoco	
B1104	Little Buffalo	Citation O&G	892000365F		Park	(C)	47-100-3	0.2		22.1	Amoco	
B1105	Little Buffalo	Citation O&G		0640456330	Park	(C)	47-100-2	0.2		17.9	Amoco	
Subtotal Amoco Pipeline								738.2	26.7			
B2100	South Spring Creek	Texaco	892000279A		Park	(A)	49-102-13	38.4		15.5	Fourbear	
B0400	Four Bear	Goldmark Engineering	8920001610		Park	(A)	48-103-28	2.8	29.0	14.2	Fourbear	
B1700	Pitch Fork	Marathon	8920001130		Park	(A)	48-102-14	266.2		17.7	Fourbear	
Subtotal Fourbear Pipeline								307.4	29.0			
B0300	Enigma (Tensleep)	Citation O&G	W 112017X		Washakie	(A)	48-91-10	50.9		23.4	Marathon	
B0500	Garland (Em-Tn-Md)	Marathon	892000174A		Big Horn	(A)	56-97-34	206.9		21.4	Marathon	
B0700	Grass Creek (Curtis)	Marathon	891006062A		Hot Springs	(A)	46-98-13	6.2	2.5	23.8	Marathon	
B0701	Grass Creek (Phos.)	Marathon	8910142000		Hot Springs	(A)	46-98-13	22.8	122.2	24.2	Marathon	
B1000	Kinney Coastal	Marathon	892000185A		BHorn & Park	(A)	56-97-29	5.2		21.5	Marathon	
B1001	Kinney Coastal	Marathon	892000185B		BHorn & Park	(A)	56-98-24	6.5		21.8	Marathon	
B1002	Kinney Coastal	Marathon	892000185C		BHorn & Park	(A)	56-97-32	42.4		21.8	Marathon	
B1003	Kinney Coastal	Marathon	892000185E		BHorn & Park	(B)	56-97-24	2.2		21.8	Marathon	
B1004	Kinney Coastal	Marathon		0640446940	Big Horn	(C)	56-97-32	0.2		21.8	Marathon	
B1005	Kinney Coastal	Marathon		0640447690	Big Horn	(C)	56-97-32	1.1		21.3	Marathon	
B1501	N. Rattlesnake	Bass Enterprises	74-17879		Washakie	(D)	48-92-36		4.8	27.0	Marathon	
B2501	Rattlesnake	Continental Resources	048254904A		Washakie	(C)	47-92-11	2.9		28.5	Marathon	
B2502	Rattlesnake	Continental Resources	048314025B		Washakie	(C)	47-92-13	0.2		29.2	Marathon	
Subtotal Marathon Pipeline								347.5	129.5			
B3101	Byron (Em-Ten)	Marathon	891012527A		Big Horn	(A)	56-97-36	43.9		22.0	Platte	
B3102	Byron (Mad "A")	Marathon	891002438B		Big Horn	(C)	56-97-23	0.3		22.0	Platte	
B0600	Gebo	Marathon	8920003630		Hot Springs	(A)	44-95-24	81.5		25.0	Platte	
Subtotal Platte Pipeline								125.7	-			
Federal and State Average Royalty bbls/day subtotals								1,518.8	185.2			
Total bbls/day offered for bid								1,704.0				

**Table of Wyoming Crude Oil Packages and Properties Offered for Bid
Powder River Basin -- General Sour Crude**

Line Code	Unit or Field Name	Operator	Federal Agre. No.	Fed/State Lease No.	County	see notes below	Twp-Rng-Sec	Federal	State	Avg API Grav	Per Operator Pipeline	Trucked	Bid +/-
								Average Royalty bbls/day	Average Royalty bbls/day				
Bid for all 26 properties producing approximately 525.9 bbls/day													
PSR0400	Alpha	Swift Energy	W 115090X		Campbell	(A)	51-69-1	14.8	1.0	25.9	88 Oil Co.		
PSR0500	Ash	Fancher Oil	W 125237X		Campbell	(C)	52-69-28	9.8		21.0	88 Oil Co.		
PSR2700	Calamity Springs	Yates Petroleum	W 127626X		Campbell	(A)	56-74-11	8.1		22.1	88 Oil Co.		
PSR2300	North Breaks	Fancher Oil	W 119637X		Campbell	(A)	52-69-26	29.3		22.0	88 Oil Co.		
Subtotal 88 Oil Pipeline								<u>62.0</u>	<u>1.0</u>				
PSR0600	Bracken	Plains Petroleum	84686U9210		Campbell	(C)	52-69-12/13	18.2		22.2	Belle Fourche	Black Hills	
PSR0700	Cambridge	Plains Petroleum	W 125233X		Crook	(A)	53-68-28	44.5		21.6	Belle Fourche		
PSR0750	Camp Creek	H.D. Adams		048046410E	Campbell	(C)	54-70-6	27.0		24.2	Belle Fourche		
PSR0800	Candy Draw	Costilla Energy	84687U9500		Campbell	(A)	53-69-28	32.2		24.0	Belle Fourche		
PSR1400	Dry Gulch	Duncan Oil	W 109088X		Campbell	(A)	49-72-22	39.6		27.0	Belle Fourche		
PSR1500	Falcon Ridge	TBI Exploration	W 115054X		Campbell	(A)	50-71-36	4.7	14.5	21.7	Belle Fourche		
PSR1600	Gibbs	True Oil	W 106645X		Campbell	(A)	52-69-16	11.3	3.8	26.0	Belle Fourche		
PSR1800	Indian Tree	Hunt Oil	W 123878X		Campbell	(A)	51-70-34	46.8		20.5	Belle Fourche		
PSR1950	Little Mitchell Creek	Osborn Heirs	8910086440		Campbell	(A)	52-69-14	26.9		25.5	Belle Fourche		
PSR1951	Little Mitchell Creek	Osborn Heirs		0480193090	Campbell	(A)	52-69-24	7.5		26.3	Belle Fourche		
PSR1952	Little Mitchell Creek	True Oil		0480421870	Campbell	(C)	52-69-11	3.0		26.0	Belle Fourche		
PSR2000	Mallard	Eland Energy	W 132734X		Campbell	(C)	49-72-34	5.4		33.3	Belle Fourche		
PSR2600	N. Rainbow Ranch	Citation O&G	8910210630		Campbell	(A)	49-71-24	3.9		24.0	Belle Fourche		
PSR2200	North Adon Road	Plains Petroleum	W 130885X		Campbell	(A)	52-70-13	16.8	0.8	26.0	Belle Fourche		
PSR2400	Pownall Ranch	Hunt Oil	8910209840		Campbell	(A)	53-70-12	25.1		24.9	Belle Fourche		
PSR2950	Shippy	Brown Operating		0490554070	Campbell	(C)	53-70-15	4.0		24.9	Belle Fourche		
PSR2951	Shippy	Brown Operating		0490927770	Campbell	(C)	53-70-15	1.8		24.4	Belle Fourche		
PSR3200	South Wallace	TBI Exploration	W 129795X		Campbell	(A)	51-70-1	17.1		26.5	Belle Fourche		
PSR3500	Victor	Ballard Petroleum	84686U9910		Campbell	(A)	55-70-33	16.7		20.5	Belle Fourche		
PSR6700	West Moran	North Star	State unit		Campbell	(D)	49-70-13		11.0	22.0	Belle Fourche		
PSR3700	Winter Draw	Ocean Energy Res.	W 115064X		Campbell	(A)	49-70-10	49.7		23.8	Belle Fourche		
PSR3800	Wolf Draw	Ocean Energy Res.	W 115093X		Camp/Crook	(A)	52-68-18	30.6		22.8	Belle Fourche		
Subtotal Belle Fourche Pipeline								<u>432.8</u>	<u>30.1</u>				
Federal and State Average Royalty bbls/day subtotals								<u>494.8</u>	<u>31.1</u>				
Total bbls/day offered for bid								<u>525.9</u>					

**Table of Wyoming Crude Oil Packages and Properties Offered for Bid
Powder River Basin -- Sweet Crude**

Line Code	Unit or Field Name	Operator	Federal Agre. No.	Fed/State Lease No.	County	see notes below	Twp-Rng-Sec	Federal	State	Avg API Grav	Per Operator		Bid +/-
								Average Royalty bbls/day	Average Royalty bbls/day		Pipeline	Trucked	
Bid for all 10 properties producing approximately 1019.3 bbls/day													
PSW0507	Bridge Draw	Northern Production		0490457230	Campbell	(C)	48-75-7	1.7		39.5	Belle Fourche		
PSW0700	Culp Draw	TBI Exploration	8910210760		Camp&John	(C)	45-76 & 46-76/77	91.8	20.8	36.6	Belle Fourche	Equilon Ent.	
PSW1002	Empire	Berenergy Corp.		0483013790	Campbell	(C)	47-76-15	0.7		37.0	Belle Fourche		
PSW1005	Empire	Berenergy Corp.		049032267B	Campbell	(C)	47-76-9	2.7		39.5	Belle Fourche		
PSW1001	Empire	Berenergy Corp.		64-6991	Campbell	(D)	47-76-16		1.0	36.7	Belle Fourche		
PSW1300	Hartzog Draw	Exxon	8910194240		Camp&John	(A)	44-75-9	509.4	18.2	35.7	Belle Fourche	Equilon Ent.	
PSW1601	House Creek	Devon	84687U9690		Campbell	(A)	43-72	143.5	48.7	35.0	Belle Fourche	88 Oil/Amoco	
PSW1900	North Buck Draw	Devon	W 106652X		Campbell	(A)	41-74-24	107.1	13.7	51.3	Belle Fourche		
							46-75-4/9/16 47-75-19/29/30						
PSW2900	Triangle	Citation O&G	8910181480		Campbell	(C)	47-76-24	12.9	2.3	36.3	Belle Fourche	Black Hills	
Subtotal Belle Fourche Pipeline								<u>869.8</u>	<u>104.7</u>				
PSW2700	Table Mountain	TBI Exploration	W 125236X		Johnson	(C)	44-76-7	37.7	7.1	37.6	TTTI	Equilon Ent.	
Subtotal TTTI Pipeline								<u>37.7</u>	<u>7.1</u>				
Federal and State Average Royalty bbls/day subtotals								<u>907.5</u>	<u>111.8</u>				
Total bbls/day offered for bid								<u>1,019.3</u>					

- Notes:**
- (A) LACT meter location per BLM
 - (B) Commingled production - LACT meter location per BLM
 - (C) Producing well locations per operator production Form MMS-3160
 - (D) Lease legal location per State of Wyoming

• For more details on the properties, e.g. operator contacts, well names, etc. or for a copy of this Excel file, please contact Robert Kronebusch at 303-275-7113.

**Exhibit B:
Federal and State Lease Tract Allocations and Royalty Rates**

Line Code	Unit or Field Name	Agreement or Lease Number	State Lease No. or Federal AID No.	Tract Percentage	Royalty Rate	Step or Sliding scale
B0100	Black Mountain	892-000435-A	State 0-3096	37.1173%	12.5%	
B0100	Black Mountain	892-000435-A	062-017060-A 001	6.5853%	5.0%	
B0100	Black Mountain	892-000435-A	062-036791-0 001	18.6520%	12.5%	
B0100	Black Mountain	892-000435-A	062-039321-0 001	16.7196%	12.5%	
B0100	Black Mountain	892-000435-A	062-039322-0 001	6.1939%	12.5%	
B0100	Black Mountain	892-000435-A	062-039323-0 001	14.7319%	12.5%	
B0100	Black Mountain	892-000435-A	Totals	100.0000%		
B0101	Black Mountain	Fed 0620393210	062-039321-0 002	100.0000%	8.5%	
B0300	Enigma (Tensleep)	W 112017-X	049-059327-0 002	29.2486%	12.5%	
B0300	Enigma (Tensleep)	W 112017-X	049-061334-A 002	32.2022%	12.5%	
B0300	Enigma (Tensleep)	W 112017-X	049-063733-0 002	8.6315%	12.5%	
B0300	Enigma (Tensleep)	W 112017-X	049-095927-0 001	0.3862%	12.5%	
B0300	Enigma (Tensleep)	W 112017-X	049-106210-0 002	29.5315%	12.5%	
B0300	Enigma (Tensleep)	W 112017-X	Totals	100.0000%		
B0400	Fourbear	892-000161-0	Other Leases	6.1652%		
B0400	Fourbear	892-000161-0	State 0-15269	0.3977%	12.5%	
B0400	Fourbear	892-000161-0	State 0-3083	6.3640%	12.5%	
B0400	Fourbear	892-000161-0	State 0-3084	19.0921%	12.5%	
B0400	Fourbear	892-000161-0	State 0-3085	12.7281%	12.5%	
B0400	Fourbear	892-000161-0	State 0-3086	3.9775%	12.5%	
B0400	Fourbear	892-000161-0	State 0-3087	15.0446%	12.5%	
B0400	Fourbear	892-000161-0	State 0-3088	20.4261%	12.5%	
B0400	Fourbear	892-000161-0	048-051801-0 001	3.5798%	8.5%	
B0400	Fourbear	892-000161-0	048-051802-0 001	1.1933%	8.5%	
B0400	Fourbear	892-000161-0	064-044976-A 002	11.0316%	5.0%	
B0400	Fourbear	892-000161-0	Totals	100.0000%		
B0500	Garland (Em-Tn-Md)	892-000174-A	Other Leases	58.8385%		
B0500	Garland (Em-Tn-Md)	892-000174-A	064-044105-0 001	38.8351%	16.0% fixed rate per unit agre.	
B0500	Garland (Em-Tn-Md)	892-000174-A	064-064294-0 001	2.3264%	12.5%	
B0500	Garland (Em-Tn-Md)	892-000174-A	Totals	100.0000%		
B0600	Gebo	892-000363-0	064-066743-0 004	34.9634%	11.7%	
B0600	Gebo	892-000363-0	064-066982-0 004	15.4270%	11.7%	
B0600	Gebo	892-000363-0	064-067221-0 004	25.8758%	11.7%	
B0600	Gebo	892-000363-0	064-067593-0 004	23.7338%	11.7%	
B0600	Gebo	892-000363-0	Totals	100.0000%		
B0700	Grass Creek (Curtis)	891-006062-A	Other Leases	38.4536%		
B0700	Grass Creek (Curtis)	891-006062-A	State 0-1913	1.4512%	16.67%	
B0700	Grass Creek (Curtis)	891-006062-A	State 0-1914	1.4844%	16.67%	
B0700	Grass Creek (Curtis)	891-006062-A	State 0-2890	2.7102%	16.67%	
B0700	Grass Creek (Curtis)	891-006062-A	State 0-15628	0.3528%	12.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-000228-0 001	0.5974%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-000565-A 001	0.6095%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-001003-0 002	0.0765%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-001003-A 002	0.0042%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-006081-0 001	0.5733%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-012152-0 001	1.4174%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-012152-A 001	2.7568%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-012153-0 002	1.4785%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-048807-0 001	0.6166%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-048809-0 002	0.6674%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-051831-0 002	1.5716%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-057720-0 001	0.7383%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-059264-0 001	0.0094%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	048-062243-0 002	0.6909%	4.5%	

**Exhibit B:
Federal and State Lease Tract Allocations and Royalty Rates**

Line Code	Unit or Field Name	Agreement or Lease Number	State Lease No. or Federal AID No.	Tract Percentage	Royalty Rate	Step or Sliding scale
B0700	Grass Creek (Curtis)	891-006062-A	049-047919-0 001	2.3325%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	049-047920-0 001	0.7052%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	049-047921-0 001	0.1446%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	049-047922-0 001	1.3590%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	049-047923-0 001	1.3818%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-044122-0 003	1.8498%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-044122-A 003	0.6754%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-044123-0 002	0.6909%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-044124-0 003	0.2791%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-044182-0 002	3.2649%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-044210-0 003	0.1493%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-045461-0 002	0.1567%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-068977-0 001	0.7799%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-069212-0 001	9.2065%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-073575-0 001	2.8732%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-074389-0 001	1.3025%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-074743-0 001	0.7281%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-074744-0 001	2.5194%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-075459-0 001	0.4391%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-076254-B 001	0.4158%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-079448-0 001	0.0355%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	064-080683-0 001	12.4508%	4.5%	
B0700	Grass Creek (Curtis)	891-006062-A	Totals	100.0000%		
B0701	Grass Creek (Phos.)	891-014200-0	Other Leases	65.4470%		
B0701	Grass Creek (Phos.)	891-014200-0	State 0-1913	7.9493%	16.67%	
B0701	Grass Creek (Phos.)	891-014200-0	State 0-1914	5.6838%	16.67%	
B0701	Grass Creek (Phos.)	891-014200-0	State 0-2890	14.0159%	16.67%	
B0701	Grass Creek (Phos.)	891-014200-0	State 69-12135	0.0224%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	048-001003-0 001	0.0137%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	048-001003-A 001	0.1128%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	048-012153-0 001	0.1306%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	048-048809-0 001	0.0225%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	048-051831-0 001	0.0217%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	048-062243-0 001	0.0109%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	049-027490-0 001	0.0488%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-044122-0 001	0.9582%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-044122-A 001	0.6853%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-044123-0 001	0.6239%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-044124-0 001	0.0840%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-044182-0 003	2.3878%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-044182-0 007	0.0246%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-044210-0 001	0.5166%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-045461-0 003	1.2240%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-068977-0 002	0.0068%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-074743-0 002	0.0019%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	064-079448-0 002	0.0075%	12.5%	
B0701	Grass Creek (Phos.)	891-014200-0	Totals	100.0000%		
B0800	Hamilton Dome	W 138881-X	048-018933-0 002	0.0076%	9.3%	
B0800	Hamilton Dome	W 138881-X	048-018933-0 003	0.0066%	11.6%	
B0800	Hamilton Dome	W 138881-X	048-251439-0 002	0.0250%	9.3%	
B0800	Hamilton Dome	W 138881-X	048-251439-0 003	0.0066%	11.6%	
B0800	Hamilton Dome	W 138881-X	049-032617-0 002	0.0206%	9.3%	
B0800	Hamilton Dome	W 138881-X	049-032617-0 003	0.0066%	11.6%	
B0800	Hamilton Dome	W 138881-X	049-064987-0 002	0.0046%	9.3%	
B0800	Hamilton Dome	W 138881-X	049-064987-0 003	0.0066%	11.6%	
B0800	Hamilton Dome	W 138881-X	064-044140-0 006	5.7309%	9.3%	
B0800	Hamilton Dome	W 138881-X	064-044140-0 007	36.1510%	11.6%	
B0800	Hamilton Dome	W 138881-X	064-044141-0 005	2.3920%	9.3%	

**Exhibit B:
Federal and State Lease Tract Allocations and Royalty Rates**

Line Code	Unit or Field Name	Agreement or Lease Number	State Lease No. or Federal AID No.	Tract Percentage	Royalty Rate	Step or Sliding scale
B0800	Hamilton Dome	W 138881-X	064-044141-0 006	2.7875%	9.3%	
B0800	Hamilton Dome	W 138881-X	064-044141-0 007	5.3115%	11.6%	
B0800	Hamilton Dome	W 138881-X	064-044141-0 008	11.3078%	11.6%	
B0800	Hamilton Dome	W 138881-X	064-044177-0 003	0.6237%	9.3%	
B0800	Hamilton Dome	W 138881-X	064-044177-0 004	1.8014%	7.7%	
B0800	Hamilton Dome	W 138881-X	064-054257-0 003	2.6226%	9.3%	
B0800	Hamilton Dome	W 138881-X	064-054257-0 004	0.1546%	4.5%	
B0800	Hamilton Dome	W 138881-X	064-054257-C 003	0.2270%	9.3%	
B0800	Hamilton Dome	W 138881-X	064-054257-C 004	1.4641%	10.1%	
B0800	Hamilton Dome	W 138881-X	064-054258-C 002	0.0063%	9.3%	
B0800	Hamilton Dome	W 138881-X	064-054258-C 003	0.0066%	11.6%	
B0800	Hamilton Dome	W 138881-X	064-058729-0 003	0.6173%	9.3%	
B0800	Hamilton Dome	W 138881-X	064-058729-0 004	12.8049%	11.6%	
B0800	Hamilton Dome	W 138881-X	064-063710-0 003	1.4023%	9.3%	
B0800	Hamilton Dome	W 138881-X	064-063710-0 004	14.5043%	11.6%	
B0800	Hamilton Dome	W 138881-X	Totals	100.0000%		
B0801	Hamilton Dome	Fed 0490376970	049-037697-0 001	100.0000%	2.1%	
B0802	Hamilton Dome	Fed 0490376990	049-037699-0 001	100.0000%	12.5%	
B1000	Kinney Coastal	892-000185-A	064-043977-A 001	23.5300%	5.0%	
B1000	Kinney Coastal	892-000185-A	064-043977-B 001	29.4100%	9.3%	
B1000	Kinney Coastal	892-000185-A	064-044694-0 001	11.7600%	5.0%	
B1000	Kinney Coastal	892-000185-A	064-044769-0 001	35.3000%	5.0%	
B1000	Kinney Coastal	892-000185-A	Totals	100.0000%		
B1001	Kinney Coastal	892-000185-B	064-043977-A 002	43.8107%	3.7%	
B1001	Kinney Coastal	892-000185-B	064-043977-B 002	48.3186%	3.7%	
B1001	Kinney Coastal	892-000185-B	064-044769-0 004	7.1552%	3.7%	
B1001	Kinney Coastal	892-000185-B	064-064293-0 001	0.7155%	3.7%	
B1001	Kinney Coastal	892-000185-B	Totals	100.0000%		
B1002	Kinney Coastal	892-000185-C	064-043977-A 003	38.3720%	5.0%	
B1002	Kinney Coastal	892-000185-C	064-043977-B 003	42.2433%	9.3%	
B1002	Kinney Coastal	892-000185-C	064-044694-0 002	4.2529%	5.0%	
B1002	Kinney Coastal	892-000185-C	064-044769-0 002	2.4302%	9.3%	
B1002	Kinney Coastal	892-000185-C	064-044769-0 003	10.5751%	5.0%	
B1002	Kinney Coastal	892-000185-C	064-064293-0 002	2.1265%	9.3%	
B1002	Kinney Coastal	892-000185-C	Totals	100.0000%		
B1003	Kinney Coastal	892-000185-E	064-043977-A 005	100.0000%	5.0%	
B1004	Kinney Coastal	Fed 0640446940	064-044694-0 001	100.0000%	12.5%	
B1005	Kinney Coastal	Fed 0640447690	064-044769-0 001	100.0000%	12.5%	
B1100	Little Buffalo	892-000365-C	State 0-3336	0.4561%	12.5%	
B1100	Little Buffalo	892-000365-C	064-044187-0 002	7.2984%	6.9%	
B1100	Little Buffalo	892-000365-C	064-045633-0 003	2.2808%	6.9%	
B1100	Little Buffalo	892-000365-C	064-045855-0 002	84.4909%	6.9%	
B1100	Little Buffalo	892-000365-C	064-052236-0 002	1.3685%	6.9%	
B1100	Little Buffalo	892-000365-C	064-052236-A 003	4.1053%	6.9%	
B1100	Little Buffalo	892-000365-C	Totals	100.0000%		
B1101	Little Buffalo	892-000365-A	064-044187-0 004	19.2771%	12.5%	
B1101	Little Buffalo	892-000365-A	064-045855-0 006	79.5181%	12.5%	
B1101	Little Buffalo	892-000365-A	064-052236-0 004	1.2048%	12.5%	
B1101	Little Buffalo	892-000365-A	Totals	100.0000%		

**Exhibit B:
Federal and State Lease Tract Allocations and Royalty Rates**

Line Code	Unit or Field Name	Agreement or Lease Number	State Lease No. or Federal AID No.	Tract Percentage	Royalty Rate	Step or Sliding scale
B1102	Little Buffalo	892-000365-D	064-044187-0 003	10.3728%	12.5%	
B1102	Little Buffalo	892-000365-D	064-045633-0 008	0.6483%	12.5%	
B1102	Little Buffalo	892-000365-D	064-045855-0 001	83.1442%	12.5%	
B1102	Little Buffalo	892-000365-D	064-052236-0 001	1.9449%	12.5%	
B1102	Little Buffalo	892-000365-D	064-052236-A 002	3.8898%	12.5%	
B1102	Little Buffalo	892-000365-D	Totals	100.0000%		
B1103	Little Buffalo	892-000365-E	Other Leases	26.7566%		
B1103	Little Buffalo	892-000365-E	064-044193-0 002	10.5900%	10.8%	
B1103	Little Buffalo	892-000365-E	064-045633-0 002	15.4764%	12.5%	
B1103	Little Buffalo	892-000365-E	064-052233-0 001	1.0317%	10.8%	
B1103	Little Buffalo	892-000365-E	064-052234-0 002	3.0953%	10.8%	
B1103	Little Buffalo	892-000365-E	064-052235-0 001	27.4220%	10.8%	
B1103	Little Buffalo	892-000365-E	064-052236-A 007	10.1886%	12.5%	
B1103	Little Buffalo	892-000365-E	064-064381-0 003	1.0317%	12.5%	
B1103	Little Buffalo	892-000365-E	064-064382-0 003	4.4077%	12.5%	
B1103	Little Buffalo	892-000365-E	Totals	100.0000%		
B1104	Little Buffalo	892-000365-F	Other Leases	18.4968%		
B1104	Little Buffalo	892-000365-F	064-044193-0 003	8.6560%	12.5%	
B1104	Little Buffalo	892-000365-F	064-045633-0 009	15.1800%	12.5%	
B1104	Little Buffalo	892-000365-F	064-052233-0 003	5.0600%	12.5%	
B1104	Little Buffalo	892-000365-F	064-052234-0 004	14.3367%	12.5%	
B1104	Little Buffalo	892-000365-F	064-052235-0 003	32.4726%	12.5%	
B1104	Little Buffalo	892-000365-F	064-052236-A 009	5.7979%	12.5%	
B1104	Little Buffalo	892-000365-F	Totals	100.0000%		
B1105	Little Buffalo	Fed 0640456330	064-045633-0 001	100.0000%	6.1%	
B1501	N. Rattlesnake	State 74-17879	State 74-17879	100.0000%	12.5%	
B1700	Pitch Fork	892-000113-0	064-044259-A 001	61.6300%	9.9%	
B1700	Pitch Fork	892-000113-0	064-044259-B 001	38.3700%	9.9%	
B1700	Pitch Fork	892-000113-0	Totals	100.0000%		
B2100	South Spring Creek	892-000279-A	Other Leases	29.1706%		
B2100	South Spring Creek	892-000279-A	064-044452-0 001	13.6631%	5.0%	
B2100	South Spring Creek	892-000279-A	064-044452-0 002	2.5618%	8.2%	
B2100	South Spring Creek	892-000279-A	064-044452-0 003	10.2473%	8.2%	
B2100	South Spring Creek	892-000279-A	064-044673-0 001	8.0160%	5.0%	
B2100	South Spring Creek	892-000279-A	064-044820-0 001	9.5300%	5.0%	
B2100	South Spring Creek	892-000279-A	064-044820-0 002	1.7079%	8.2%	
B2100	South Spring Creek	892-000279-A	064-073809-A 001	25.1033%	5.0%	
B2100	South Spring Creek	892-000279-A	Totals	100.0000%		
B2501	Rattlesnake	Fed 048254904A	048-254904-A 002	100.0000%	4.5%	
B2502	Rattlesnake	Fed 048314025B	048-314025-B 001	100.0000%	4.5%	
B3101	Byron (Em-Ten)	891-012527-A	Other Leases	74.7700%		
B3101	Byron (Em-Ten)	891-012527-A	048-029235-0 001	1.7991%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	049-022032-0 001	0.0555%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	049-028994-0 001	0.0004%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	064-044910-0 001	1.4999%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	064-045662-A 002	3.7382%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	064-045662-B 002	5.5525%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	064-050778-0 002	10.0599%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	064-063646-0 001	0.5584%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	064-065130-0 001	1.7268%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	064-068576-0 001	0.0549%	12.5%	

**Exhibit B:
Federal and State Lease Tract Allocations and Royalty Rates**

Line Code	Unit or Field Name	Agreement or Lease Number	State Lease No. or Federal AID No.	Tract Percentage	Royalty Rate	Step or Sliding scale
B3101	Byron (Em-Ten)	891-012527-A	064-069294-0 002	0.0575%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	064-072155-0 001	0.1269%	12.5%	
B3101	Byron (Em-Ten)	891-012527-A	Totals	100.0000%		
B3102	Byron (Mad "A")	891-002438-B	Other Leases	93.7500%		
B3102	Byron (Mad "A")	891-002438-B	064-045662-A 003	6.2500%	12.5%	
B3102	Byron (Mad "A")	891-002438-B	Totals	100.0000%		
PSR0400	Alpha	W 115090-X	Other Leases	24.3171%		
PSR0400	Alpha	W 115090-X	State 84-867	3.7501%	16.67%	
PSR0400	Alpha	W 115090-X	049-050361-0 002	71.8458%	12.5%	
PSR0400	Alpha	W 115090-X	049-104889-0 001	0.0001%	12.5%	
PSR0400	Alpha	W 115090-X	049-118323-0 001	0.0869%	12.5%	
PSR0400	Alpha	W 115090-X	Totals	100.0000%		
PSR0500	Ash	W 125237-X	049-059228-0 002	42.1529%	12.5%	
PSR0500	Ash	W 125237-X	049-098975-0 002	49.6227%	12.5%	
PSR0500	Ash	W 125237-X	049-104507-0 001	8.2244%	12.5%	
PSR0500	Ash	W 125237-X	Totals	100.0000%		
PSR0600	Bracken	846-86U921-0	Other Leases	41.7024%		
PSR0600	Bracken	846-86U921-0	049-040377-0 003	39.0775%	12.5%	
PSR0600	Bracken	846-86U921-0	049-106268-0 001	0.4193%	12.5%	
PSR0600	Bracken	846-86U921-0	049-118360-0 001	18.6242%	12.5%	
PSR0600	Bracken	846-86U921-0	049-118361-0 001	0.1766%	12.5%	
PSR0600	Bracken	846-86U921-0	Totals	100.0000%		
PSR0700	Cambridge	W 125233-X	Other Leases	5.1184%		
PSR0700	Cambridge	W 125233-X	049-077429-0 002	74.1893%	12.5%	
PSR0700	Cambridge	W 125233-X	049-115777-0 002	16.1124%	12.5%	
PSR0700	Cambridge	W 125233-X	049-120386-0 001	2.5484%	12.5%	
PSR0700	Cambridge	W 125233-X	049-127094-0 001	2.0315%	12.5%	
PSR0700	Cambridge	W 125233-X	Totals	100.0000%		
PSR0750	Camp Creek	Fed 048046410E	048-046410-E 001	100.0000%	12.5%	
PSR0800	Candy Draw	846-87U950-0	049-050370-0 002	19.2671%	12.5%	
PSR0800	Candy Draw	846-87U950-0	049-065544-0 001	0.2079%	12.5%	
PSR0800	Candy Draw	846-87U950-0	049-069675-0 002	3.2721%	12.5%	
PSR0800	Candy Draw	846-87U950-0	049-079712-0 001	53.8781%	12.5%	
PSR0800	Candy Draw	846-87U950-0	049-084540-0 002	18.6989%	12.5%	
PSR0800	Candy Draw	846-87U950-0	049-106269-0 001	4.6759%	12.5%	
PSR0800	Candy Draw	846-87U950-0	Totals	100.0000%		
PSR1400	Dry Gulch	W 109088-X	Other Leases	0.3908%		
PSR1400	Dry Gulch	W 109088-X	049-045716-0 002	0.1487%	12.5%	
PSR1400	Dry Gulch	W 109088-X	049-059239-0 004	41.3418%	12.5%	
PSR1400	Dry Gulch	W 109088-X	049-059597-0 001	0.4388%	12.5%	
PSR1400	Dry Gulch	W 109088-X	049-063042-0 003	57.6799%	12.5%	
PSR1400	Dry Gulch	W 109088-X	Totals	100.0000%		
PSR1500	Falcon Ridge	W 115054-X	Other Leases	14.7207%		
PSR1500	Falcon Ridge	W 115054-X	State 80-290	62.4167%	12.5%	
PSR1500	Falcon Ridge	W 115054-X	049-080528-0 001	0.3262%	12.5%	
PSR1500	Falcon Ridge	W 115054-X	049-083419-0 002	19.8030%	12.5%	
PSR1500	Falcon Ridge	W 115054-X	049-120265-0 001	2.7334%	12.5%	lease not included, overlaps 891209860
PSR1500	Falcon Ridge	W 115054-X	Totals	100.0000%		
PSR1600	Gibbs	W 106645-X	State 70-1772	25.0400%	12.5%	

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PSR1600	Gibbs	W 106645-X	048-042255-0 006	30.9000%	12.5%	
PSR1600	Gibbs	W 106645-X	048-313874-0 002	44.0600%	12.5%	
PSR1600	Gibbs	W 106645-X	Totals	100.0000%		
PSR1800	Indian Tree	W 123878-X	049-067971-0 003	37.9720%	12.5%	
PSR1800	Indian Tree	W 123878-X	049-079720-0 003	18.3981%	12.5%	
PSR1800	Indian Tree	W 123878-X	049-084156-0 001	1.4546%	12.5%	
PSR1800	Indian Tree	W 123878-X	049-088006-0 002	26.1647%	15.0%	Step-scale in effect
PSR1800	Indian Tree	W 123878-X	049-114425-0 002	13.6976%	12.5%	
PSR1800	Indian Tree	W 123878-X	049-117094-0 001	1.4549%	15.0%	Step-scale in effect
PSR1800	Indian Tree	W 123878-X	049-125659-0 001	0.8581%	12.5%	
PSR1800	Indian Tree	W 123878-X	Totals	100.0000%		
PSR1950	Little Mitchell Creek	891-008644-0	048-019309-0 001	12.3276%	12.5%	
PSR1950	Little Mitchell Creek	891-008644-0	048-019309-C 001	9.2589%	12.5%	
PSR1950	Little Mitchell Creek	891-008644-0	048-313592-0 001	63.2232%	12.5%	
PSR1950	Little Mitchell Creek	891-008644-0	048-313593-0 001	15.1903%	12.5%	
PSR1950	Little Mitchell Creek	891-008644-0	Totals	100.0000%		
PSR1951	Little Mitchell Creek	Fed 0480193090	048-019309-0 003	100.0000%	12.5%	
PSR1952	Little Mitchell Creek	Fed 0480421870	048-042187-0 001	100.0000%	12.5%	
PSR2000	Mallard	W 132734-X	Other Leases	3.2107%		
PSR2000	Mallard	W 132734-X	049-114455-0 002	76.7159%	12.5%	
PSR2000	Mallard	W 132734-X	049-135420-0 001	20.0734%	12.5%	
PSR2000	Mallard	W 132734-X	Totals	100.0000%		
PSR2200	North Adon Road	W 130885-X	Other Leases	64.3842%		
PSR2200	North Adon Road	W 130885-X	State 88-502	1.1663%	16.67%	
PSR2200	North Adon Road	W 130885-X	049-075006-0 002	29.0499%	12.5%	
PSR2200	North Adon Road	W 130885-X	049-127701-0 001	5.3996%	12.5%	
PSR2200	North Adon Road	W 130885-X	Totals	100.0000%		
PSR2300	North Breaks	W 119637-X	049-044607-0 003	100.0000%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-080185-0 001	0.0324%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-072424-0 002	0.0973%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-067673-0 001	0.0649%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-050374-0 001	0.0108%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-044169-0 001	0.1537%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-033305-A 001	40.5031%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-029638-B 001	6.2154%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-018357-0 001	16.1564%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-002476-0 001	30.9924%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	049-001093-0 001	5.7736%	12.5%	
PSR2400	Pownall Ranch	891-020984-0	Totals	100.0000%		
PSR2600	N. Rainbow Ranch	891-021063-0	Other Leases	74.3711%		
PSR2600	N. Rainbow Ranch	891-021063-0	049-015141-0 002	19.1738%	12.5%	
PSR2600	N. Rainbow Ranch	891-021063-0	049-015141-B 002	5.2197%	12.5%	
PSR2600	N. Rainbow Ranch	891-021063-0	049-082705-0 002	1.1695%	12.5%	
PSR2600	N. Rainbow Ranch	891-021063-0	049-098628-0 001	0.0659%	16.0%	Step-scale in effect
PSR2600	N. Rainbow Ranch	891-021063-0	Totals	100.0000%		
PSR2700	Calamity Springs	W 127626-X	Other Leases	0.0632%		
PSR2700	Calamity Springs	W 127626-X	048-311394-0 004	11.2831%	2.1%	
PSR2700	Calamity Springs	W 127626-X	048-311394-A 004	75.6672%	12.5%	
PSR2700	Calamity Springs	W 127626-X	049-072429-0 002	12.9514%	5.3%	
PSR2700	Calamity Springs	W 127626-X	049-112948-0 001	0.0351%	12.5%	

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PSR2700	Calamity Springs	W 127626-X	Totals	100.0000%		
PSR2950	Shippy	Fed 0490554070	049-055407-0 001	100.0000%	12.5%	
PSR2951	Shippy	Fed 0490927770	049-092777-0 001	100.0000%	12.5%	
PSR3200	South Wallace	W 129795-X	Other Leases	65.9807%		
PSR3200	South Wallace	W 129795-X	049-052877-0 002	0.2619%	12.5%	
PSR3200	South Wallace	W 129795-X	049-060684-0 002	33.7077%	17.0%	Step-scale in effect
PSR3200	South Wallace	W 129795-X	049-131195-0 001	0.0497%	12.5%	
PSR3200	South Wallace	W 129795-X	Totals	100.0000%		
PSR3500	Victor	846-86U991-0	048-313902-0 005	14.5369%	12.5%	
PSR3500	Victor	846-86U991-0	049-046426-0 001	0.8076%	12.5%	
PSR3500	Victor	846-86U991-0	049-046427-0 002	10.8652%	12.5%	
PSR3500	Victor	846-86U991-0	049-055067-0 001	2.0347%	12.5%	
PSR3500	Victor	846-86U991-0	049-060840-0 003	17.0127%	12.5%	
PSR3500	Victor	846-86U991-0	049-064103-A 002	49.2905%	12.5%	
PSR3500	Victor	846-86U991-0	049-080515-0 002	5.2355%	12.5%	
PSR3500	Victor	846-86U991-0	049-095348-0 001	0.2169%	12.5%	
PSR3500	Victor	846-86U991-0	Totals	100.0000%		
PSR3700	Winter Draw	W 115064-X	Other Leases	35.5064%		
PSR3700	Winter Draw	W 115064-X	049-090955-0 002	19.8492%	14.0%	Step-scale in effect
PSR3700	Winter Draw	W 115064-X	049-099908-0 002	20.1065%	12.5%	
PSR3700	Winter Draw	W 115064-X	049-102943-0 002	7.2621%	14.0%	Step-scale in effect
PSR3700	Winter Draw	W 115064-X	049-106280-0 001	1.0462%	14.0%	Step-scale in effect
PSR3700	Winter Draw	W 115064-X	049-113703-0 002	16.2296%	12.5%	
PSR3700	Winter Draw	W 115064-X	Totals	100.0000%		
PSR3800	Wolf Draw	W 115093-X	049-027042-A 002	1.5088%	12.5%	
PSR3800	Wolf Draw	W 115093-X	049-107727-0 001	3.0266%	12.5%	
PSR3800	Wolf Draw	W 115093-X	049-108226-0 001	1.1538%	12.5%	
PSR3800	Wolf Draw	W 115093-X	049-111729-0 001	2.0545%	12.5%	
PSR3800	Wolf Draw	W 115093-X	049-111785-0 002	92.2563%	12.5%	
PSR3800	Wolf Draw	W 115093-X	Totals	100.0000%		
PSR6700	West Moran	State/Fee unit	Other Leases	48.1466%		
PSR6700	West Moran	State/Fee unit	State 82-839	23.8649%	16.67%	
PSR6700	West Moran	State/Fee unit	State 78-703	27.0616%	12.5%	
PSR6700	West Moran	State/Fee unit	State 87-265	0.9269%	16.67%	
PSR6700	West Moran	State/Fee unit	Totals	100.0000%		
PSW0507	Bridge Draw	Fed 0490457230	049-045723-0 001	100.0000%	12.5%	
PSW0700	Culp Draw	891-021076-0	Other Leases	7.4895%		
PSW0700	Culp Draw	891-021076-0	State 63-13559	5.6904%	12.5%	
PSW0700	Culp Draw	891-021076-0	State 64-10921	2.2230%	12.5%	
PSW0700	Culp Draw	891-021076-0	State 68-30538	0.6702%	12.5%	
PSW0700	Culp Draw	891-021076-0	State 68-37394	1.0326%	12.5%	
PSW0700	Culp Draw	891-021076-0	State 73-39149	7.4605%	12.5%	
PSW0700	Culp Draw	891-021076-0	048-266641-0 004	0.1339%	12.5%	
PSW0700	Culp Draw	891-021076-0	048-266642-0 003	0.1522%	12.5%	
PSW0700	Culp Draw	891-021076-0	048-266643-0 003	3.2438%	12.5%	
PSW0700	Culp Draw	891-021076-0	048-266650-0 002	3.1260%	12.5%	
PSW0700	Culp Draw	891-021076-0	048-266651-0 003	9.3221%	12.5%	
PSW0700	Culp Draw	891-021076-0	048-266653-0 003	2.2062%	12.5%	
PSW0700	Culp Draw	891-021076-0	048-319344-A 002	2.6693%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-006542-0 002	0.5163%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-016066-0 002	2.5890%	12.5%	

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PSW0700	Culp Draw	891-021076-0	049-018377-0 003	2.0689%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-020288-0 002	2.0689%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-021220-0 002	2.6716%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-021221-0 001	0.4904%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-039581-0 002	1.2774%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-040634-0 002	0.0047%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-041473-0 006	6.0584%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-072455-0 005	11.6287%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-072462-0 001	0.0047%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-072471-0 001	2.5702%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-085359-0 002	6.1960%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-085360-0 002	9.9370%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-085361-0 001	6.2063%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-112371-0 001	0.1129%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-112380-0 001	0.1542%	12.5%	
PSW0700	Culp Draw	891-021076-0	049-115232-0 001	0.0246%	12.5%	
PSW0700	Culp Draw	891-021076-0	Totals	100.0000%		
PSW1001	Empire	State 64-6991	State 64-6991	100.0000%	12.5%	
PSW1002	Empire	Fed 0483013790	048-301379-0 001	100.0000%	7.7%	
PSW1005	Empire	Fed 049032267B	049-032267-B 001	100.0000%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	Other Leases	26.8500%		
PSW1300	Hartzog Draw	891-019424-0	State 67-18841	0.0971%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	State 68-2602	0.6719%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	State 69-7848	0.5622%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	State 72-1498	1.1276%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	State 72-24337	0.0609%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	State 72-24934B	0.0008%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	State 78-1019	0.0019%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	048-309257-0 001	0.1572%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	048-314786-0 008	3.8378%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-003103-0 001	0.9018%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-004073-0 003	0.2825%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-004073-A 001	0.0919%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-004073-B 001	1.3880%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-005955-0 001	0.1656%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-016579-0 001	0.0360%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-016580-0 002	0.1605%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-018925-0 001	0.3514%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-018925-A 001	0.4631%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-020290-0 001	0.0001%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-020291-0 001	0.1372%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-031325-0 001	0.0088%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-035755-0 001	0.8637%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-035756-0 001	0.3188%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-035757-0 001	0.6563%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-036197-0 001	0.4622%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-036691-0 001	7.5268%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-039178-0 001	7.0794%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-039179-0 001	0.4048%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-040399-0 001	0.0139%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-040400-0 001	0.0002%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-040635-0 001	0.0052%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-040806-0 002	2.5905%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-041488-0 001	0.2212%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-042088-A 001	0.0693%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-042094-0 007	7.2207%	12.5%	

**Exhibit B:
Federal and State Lease Tract Allocations and Royalty Rates**

Line Code	Unit or Field Name	Agreement or Lease Number	State Lease No. or Federal AID No.	Tract Percentage	Royalty Rate	Step or Sliding scale
PSW1300	Hartzog Draw	891-019424-0	049-042593-0 001	0.0333%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-042595-0 001	0.3627%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-042607-0 001	2.5949%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-042608-0 001	2.8030%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-042609-0 001	2.1282%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-042610-0 001	3.9167%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-042622-0 001	0.4573%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-043685-0 001	1.4704%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-044628-0 001	0.0004%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-046867-0 001	1.8507%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-047318-0 001	2.7211%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-048000-0 001	2.2527%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-048001-0 001	2.7756%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-048009-0 001	1.3233%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-048704-0 001	0.1561%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-049175-0 001	0.0865%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-050394-0 001	4.1048%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-050395-0 001	0.7123%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-050747-0 001	0.1284%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-051703-0 002	0.4691%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-051704-0 001	2.6787%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-051705-0 001	0.4615%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-052614-0 001	0.0007%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-053237-0 001	0.0125%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-056948-0 001	0.0001%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-056952-0 001	1.6789%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-059614-0 002	0.0245%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-066408-0 001	0.0001%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-068528-0 001	0.0024%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-071860-0 001	0.0056%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	049-074160-0 001	0.0004%	12.5%	
PSW1300	Hartzog Draw	891-019424-0	Totals	100.0000%		
PSW1601	House Creek	846-87U969-0	Other Leases	37.2410%		
PSW1601	House Creek	846-87U969-0	State 67-10230	2.8625%	12.5%	
PSW1601	House Creek	846-87U969-0	State 67-10230A	1.1726%	12.5%	
PSW1601	House Creek	846-87U969-0	State 68-1319	1.6612%	12.5%	
PSW1601	House Creek	846-87U969-0	State 68-1319A	3.1736%	12.5%	
PSW1601	House Creek	846-87U969-0	State 79-162	0.0492%	12.5%	
PSW1601	House Creek	846-87U969-0	048-103411-0 008	2.0809%	6.1%	
PSW1601	House Creek	846-87U969-0	048-143820-0 007	5.4805%	6.1%	
PSW1601	House Creek	846-87U969-0	048-148107-0 005	2.7110%	6.1%	
PSW1601	House Creek	846-87U969-0	048-195902-0 002	0.4076%	6.1%	
PSW1601	House Creek	846-87U969-0	048-197388-0 004	1.4170%	6.1%	
PSW1601	House Creek	846-87U969-0	048-202988-B 005	1.4886%	6.1%	
PSW1601	House Creek	846-87U969-0	048-241794-0 003	1.3948%	6.1%	
PSW1601	House Creek	846-87U969-0	048-241794-A 002	0.1506%	6.1%	
PSW1601	House Creek	846-87U969-0	048-241797-0 006	0.7652%	6.1%	
PSW1601	House Creek	846-87U969-0	048-241798-0 008	1.2399%	6.1%	
PSW1601	House Creek	846-87U969-0	048-287399-0 002	0.5755%	6.1%	
PSW1601	House Creek	846-87U969-0	048-297027-0 002	0.1066%	6.1%	
PSW1601	House Creek	846-87U969-0	048-311386-0 003	0.3350%	6.1%	
PSW1601	House Creek	846-87U969-0	048-313182-0 002	0.3645%	6.1%	
PSW1601	House Creek	846-87U969-0	048-313182-A 010	3.6175%	6.1%	
PSW1601	House Creek	846-87U969-0	048-316898-0 004	3.2304%	6.1%	
PSW1601	House Creek	846-87U969-0	048-316906-0 002	0.5605%	6.1%	
PSW1601	House Creek	846-87U969-0	048-323688-0 006	1.9642%	6.1%	
PSW1601	House Creek	846-87U969-0	048-325474-0 011	1.7629%	6.1%	
PSW1601	House Creek	846-87U969-0	048-325478-B 002	2.2518%	6.1%	
PSW1601	House Creek	846-87U969-0	049-004065-0 003	0.2096%	6.1%	

**Exhibit B:
Federal and State Lease Tract Allocations and Royalty Rates**

Line Code	Unit or Field Name	Agreement or Lease Number	State Lease No. or Federal AID No.	Tract Percentage	Royalty Rate	Step or Sliding scale
PSW1601	House Creek	846-87U969-0	049-007083-0 004	0.8703%	6.1%	
PSW1601	House Creek	846-87U969-0	049-009383-0 003	1.2907%	6.1%	
PSW1601	House Creek	846-87U969-0	049-013946-0 017	9.7719%	6.1%	
PSW1601	House Creek	846-87U969-0	049-015573-0 014	3.2251%	6.1%	
PSW1601	House Creek	846-87U969-0	049-015574-0 014	2.6741%	6.1%	
PSW1601	House Creek	846-87U969-0	049-030227-0 002	0.0717%	6.1%	
PSW1601	House Creek	846-87U969-0	049-030748-0 002	0.1584%	6.1%	
PSW1601	House Creek	846-87U969-0	049-032825-0 003	0.4765%	6.1%	
PSW1601	House Creek	846-87U969-0	049-032826-0 006	1.1120%	6.1%	
PSW1601	House Creek	846-87U969-0	049-033801-0 002	0.1762%	6.1%	
PSW1601	House Creek	846-87U969-0	049-036675-0 002	0.2240%	6.1%	
PSW1601	House Creek	846-87U969-0	049-060410-0 001	0.0415%	6.1%	
PSW1601	House Creek	846-87U969-0	049-070056-0 001	0.0145%	6.1%	
PSW1601	House Creek	846-87U969-0	049-080321-0 004	0.8091%	6.1%	
PSW1601	House Creek	846-87U969-0	049-080539-0 001	0.1094%	6.1%	
PSW1601	House Creek	846-87U969-0	049-084894-0 001	0.0005%	6.1%	
PSW1601	House Creek	846-87U969-0	049-095727-0 001	0.0044%	6.1%	
PSW1601	House Creek	846-87U969-0	049-097524-0 001	0.0506%	6.1%	
PSW1601	House Creek	846-87U969-0	049-104917-0 001	0.0373%	6.1%	
PSW1601	House Creek	846-87U969-0	049-107247-0 001	0.5587%	6.1%	
PSW1601	House Creek	846-87U969-0	049-111081-0 001	0.0415%	6.1%	
PSW1601	House Creek	846-87U969-0	049-115189-0 001	0.0060%	6.1%	
PSW1601	House Creek	846-87U969-0	049-125009-0 001	0.0008%	6.1%	
PSW1601	House Creek	846-87U969-0	Totals	100.0000%		
PSW1900	North Buck Draw	W 106652-X	Other Leases	38.1190%		
PSW1900	North Buck Draw	W 106652-X	State 67-18806	7.0503%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-004764-0 005	16.6747%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-046857-0 004	0.5271%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-057925-0 003	0.6332%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-058926-0 007	5.5466%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-058927-0 006	2.9588%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-059601-0 003	2.5079%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-065180-0 002	0.2546%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-067402-0 002	0.6332%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-067691-0 011	3.4031%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-068333-0 003	1.9769%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-072051-0 008	16.8435%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-077842-0 002	0.4125%	15.0%	Step-scale in effect
PSW1900	North Buck Draw	W 106652-X	049-086099-0 004	0.6396%	15.0%	Step-scale in effect
PSW1900	North Buck Draw	W 106652-X	049-086300-0 002	0.8574%	15.0%	Step-scale in effect
PSW1900	North Buck Draw	W 106652-X	049-089178-0 004	0.5313%	15.0%	Step-scale in effect
PSW1900	North Buck Draw	W 106652-X	049-111603-0 002	0.0178%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-111606-0 001	0.2063%	12.5%	
PSW1900	North Buck Draw	W 106652-X	049-111607-0 001	0.2062%	12.5%	
PSW1900	North Buck Draw	W 106652-X	Totals	100.0000%		
PSW2700	Table Mountain	W 125236-X	Other Leases	8.5176%		
PSW2700	Table Mountain	W 125236-X	State 63-14991	4.1727%	12.5%	
PSW2700	Table Mountain	W 125236-X	State 68-30520	4.0905%	12.5%	
PSW2700	Table Mountain	W 125236-X	State 88-691	0.0005%	16.67%	
PSW2700	Table Mountain	W 125236-X	State 88-692	0.4892%	16.67%	
PSW2700	Table Mountain	W 125236-X	049-128630-0 001	0.1601%	12.5%	
PSW2700	Table Mountain	W 125236-X	048-275186-0 010	7.9604%	7.7%	
PSW2700	Table Mountain	W 125236-X	048-275187-0 021	19.5494%	6.1%	
PSW2700	Table Mountain	W 125236-X	048-275188-0 002	0.9314%	12.5%	
PSW2700	Table Mountain	W 125236-X	048-275199-0 006	6.2280%	4.5%	
PSW2700	Table Mountain	W 125236-X	048-311396-A 005	5.4248%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-000603-0 003	2.9490%	6.1%	
PSW2700	Table Mountain	W 125236-X	049-013956-0 006	5.4220%	6.1%	

**Exhibit B:
Federal and State Lease Tract Allocations and Royalty Rates**

Line Code	Unit or Field Name	Agreement or Lease Number	State Lease No. or Federal AID No.	Tract Percentage	Royalty Rate	Step or Sliding scale
PSW2700	Table Mountain	W 125236-X	049-035222-0 003	2.5711%	5.3%	
PSW2700	Table Mountain	W 125236-X	049-041478-0 005	18.9778%	7.7%	
PSW2700	Table Mountain	W 125236-X	049-041486-0 002	2.3224%	6.9%	
PSW2700	Table Mountain	W 125236-X	049-049105-0 005	0.2581%	8.5%	
PSW2700	Table Mountain	W 125236-X	049-052285-0 003	7.1282%	6.9%	
PSW2700	Table Mountain	W 125236-X	049-064500-0 003	1.7451%	6.1%	
PSW2700	Table Mountain	W 125236-X	049-080603-0 001	0.0007%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-082934-0 001	0.0020%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-089853-0 001	0.3187%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-089854-0 001	0.2903%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-098057-0 001	0.0118%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-101449-0 001	0.0025%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-106324-0 001	0.0524%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-112963-0 001	0.1973%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-112974-0 001	0.0021%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-121296-0 001	0.1809%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-124871-0 001	0.0266%	12.5%	
PSW2700	Table Mountain	W 125236-X	049-125418-0 001	0.0164%	12.5%	
PSW2700	Table Mountain	W 125236-X	Totals	100.0000%		
PSW2900	Triangle	891-018148-0	Other Leases	21.2751%		
PSW2900	Triangle	891-018148-0	State 68-36218	0.8386%	12.5%	
PSW2900	Triangle	891-018148-0	State 72-3894	0.8041%	12.5%	
PSW2900	Triangle	891-018148-0	State 72-18612	9.7331%	12.5%	
PSW2900	Triangle	891-018148-0	State 72-21244	0.0368%	12.5%	
PSW2900	Triangle	891-018148-0	048-268735-0 001	2.9255%	11.7%	
PSW2900	Triangle	891-018148-0	048-310921-0 001	3.0204%	11.7%	
PSW2900	Triangle	891-018148-0	048-310922-0 001	15.1501%	11.7%	
PSW2900	Triangle	891-018148-0	048-317897-0 001	5.6578%	11.7%	
PSW2900	Triangle	891-018148-0	049-001137-0 001	7.3378%	11.7%	
PSW2900	Triangle	891-018148-0	049-015181-0 001	4.5898%	11.7%	
PSW2900	Triangle	891-018148-0	049-028234-0 001	2.2137%	11.7%	
PSW2900	Triangle	891-018148-0	049-032845-0 001	9.0112%	11.7%	
PSW2900	Triangle	891-018148-0	049-032846-0 001	1.8858%	11.7%	
PSW2900	Triangle	891-018148-0	049-039561-0 001	0.7956%	11.7%	
PSW2900	Triangle	891-018148-0	049-040808-0 001	0.1841%	11.7%	
PSW2900	Triangle	891-018148-0	049-042614-0 001	13.6271%	11.7%	
PSW2900	Triangle	891-018148-0	049-042625-0 001	0.0552%	11.7%	
PSW2900	Triangle	891-018148-0	049-044193-0 001	0.2800%	11.7%	
PSW2900	Triangle	891-018148-0	049-055833-0 001	0.1252%	11.7%	
PSW2900	Triangle	891-018148-0	049-069534-0 001	0.4531%	11.7%	
PSW2900	Triangle	891-018148-0	Totals	100.0000%		

EXHIBIT C

INSTRUCTIONS FOR WIRE TRANSFER OF FUNDS

WIRE TRANSFER OF FUNDS FOR FEDERAL/MMS

Purchaser must pay all invoices by wire transfer of funds over the Fedwire Deposit System Network (FDS). Purchasers will provide the information in items 5, 9, and 10 to the sending bank and the sending bank will provide the information in items 2, 3, 4, 7, and 8. All items MUST appear on all transfers as they appear below.

WIRE TRANSFER OF FUNDS FOR THE STATE LEASES

Purchasers must pay all State lease royalties by wire transfer of funds to American National Bank, Cheyenne, Wyoming, ABA #107000071 for the account of the State of Wyoming Account #120927 Reference Wyoming State Lands Oil Royalties In Kind. Prior to the submittal please contact Mr. Harold Kemp at (307) 777-6643 the State's Contracting Officer with the following information The date of the transfer; the amount of the transfer; the amount of the transfer in U.S. dollars; and the name of the transferring bank.

Minerals Management Service / State of Wyoming Land & Farm Loan Office
Joint Effort Royalty-In-Kind Pilot Program
Royalty Oil and Gas Purchase System

EXHIBIT D

vs 1.0

RIK Oil and Gas Reporting and Payment for: Federal Payor Code: RIK0?
 Exmpl. Oil Company Inc. Payor Assigned (3a) Document Number: A12345
 123 Green Tree Street Contract Number: MMS-RIKWY99-000?
 Sam City, Wyoming 82003 State Payor Code:1000

Report Month (mmyy):	1199
Pmt Method Code:	3

	MMS	State	Total
RIK Quantity	1,048	870	1,919
RIK Value	\$10,484.99	\$8,702.06	\$19,187.05

Create Electronic Reports:

MMS-2014 Transmittal Letter

MMS-2014 Form

State of Wyoming - Form M2E

Internal Disk File Name:
 a:\Federal.csv
 a:\State.csv

Instructions: Enter the data in the yellow boxes above and below. Once you have ensured that all of the data elements are correct, select/push the "MMS-2014 Transmittal Letter" button to print the Transmittal Letter. Then select/push the "MMS - 2014 form" button to create the MMS-2014 CSV format file. Then select/push the "State of Wyoming - Form M2E" button to create the M2E text file. These separate files should then be sent to the MMS and the State of Wyoming as provided in the instruction package. The RIK purchase amount due is shown in the green box noted as "RIK Value". For modifications insert at least two new lines (one with a negative amount of the original line and one for the new line). Give the new lines a new line code. For example line code B0100 would become B0100M1 and B0100M2. Insert the proper amount of lines in the 2014 Work Sheet and 2014 sheet.

Line Code	Property Name	Agree/Lease Number	Purchased RIK Quantity	Purchase Unit Price	RIK Value	Gravity ° API	Sales Month	Selling Arrg. Code	Transaction Code	Adjustment Reas. Code.	MMS Roy Pct.	State Roy Pct.	100% Volume
B0100	Agreement	892-123435-A	1,692.5	\$10.00	\$16,925.00	23.1	1099	001	01	00	7.36644%	4.75349%	13,964.60
B0101	Federal Lease	Fed 0620312345	19.8	\$10.00	\$198.05	23.1	1099	001	01	00	8.50000%	0.00000%	233.00
B1501	N. Rattlesnake	74-17879	206.4	\$10.00	\$2,064.00	24.1	1099	001	01	00	0.00000%	12.50000%	1,651.20
Totals			1,918.7	\$10.00	\$19,187.05								15,848.80

Certification Statements

The Paperwork Reduction Act of 1995 requires us to inform you that this information is being collected by the Minerals Management Service (MMS) to document details of royalty payments and sales of minerals from leases on Federal lands. We will use this information to maintain and audit lease accounts, and we estimate the burden for reporting electronically is 2 minutes per line and for reporting manually is 7 minutes per line. Comments on the accuracy of this burden estimate or suggestions on reducing this burden should be directed to the Information Collection Clearance Officer, MS 4230, MMS, 1849 C Street, N. W., Washington, DC 20240 and to the Office of Management and Budget, Office of Information and Regulatory Affairs, Attention: Desk Officer for the U. S. Department of the Interior, Washington, DC 20503. Proprietary information submitted to the U. S. Department of the Interior is protected in accordance with standards established by the Federal Oil and Gas Royalty Management Act of 1982 (30 U. S. C. 1733), the Freedom of Information Act (5 U.S.. 552 (b) (4), and the Departmental Regulations (43 CFR 2). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

EXHIBIT E

**SAMPLE--PERFORMANCE GUARANTEE IRREVOCABLE STANDBY
LETTER OF CREDIT**

(NOTE: FORM MAY VARY, SUBSTANCE MAY NOT)

BANK LETTERHEAD

IRREVOCABLE STANDBY LETTER OF CREDIT

BENEFICIARIES:

For MMS Properties

Minerals Management Service
Attn: Betty Estey, Contracting Officer
381 Elden Street, MS 2500
Herndon, VA 20170-4817

For State Properties

Wyoming Office of the State Lands and Investments
Attn: Harold Kemp
Herschler Building, 3rd Floor West
122 West 25th Street
Cheyenne, WY 82002-0600

EFFECTIVE DATE: _____
AMOUNT OF LETTER OF CREDIT: _____
CONTRACTOR: _____
CONTRACT NO: _____
LETTER OF CREDIT NO: _____
BANK ABA NO: _____
EXPIRATION DATE: _____

Dear Sir or Madam:

We hereby establish our irrevocable letter of credit in your favor and authorize you to draw on _____ Bank Name by order and for account of _____ (Company Name and Address) up to an aggregate amount of \$ _____ (United States Dollars) available by your drafts at sight accompanied by the respective beneficiaries signed statement certifying that: The signer is a duly authorized official acting on behalf of the Minerals Management Service of the U.S. Department of the Interior and/or Wyoming Office of State Lands and Investments for the amount of the accompanying sight draft is due and payable to the beneficiaries for all charges incurred under the terms and conditions of Royalty Oil Contract Number _____ with _____ Company Name .

We hereby agree with bona fide holders that all drafts drawn under and in compliance with the terms of this credit shall with due honor upon presentation and delivery of documents as specified to the drawee if drawn and presented for negotiation on or before (Insert First Day of the Ninth Month after the Contract Start Date).

We hereby agree that if the _____ (Company Name) files any petition under the bankruptcy laws of the United States,

whether voluntary or involuntary, and if deliveries of royalty crude oil under Contract Number _____continue after the bankruptcy petition filing date, this letter of credit applies to all amounts due or which may become due to the beneficiaries for such deliveries. We certify that the amount of the credit herein established will not be reduced for any reason during the period of this instrument without your written approval of the reducing letter of credit amendment.

We will promptly notify you of any notice received or action filed alleging the insolvency or bankruptcy of the bank, or alleging any violations of regulatory requirements which could result in suspension or revocation of the bank's charter or license to do business.

In the event the bank becomes unable to fulfill our obligations under this letter of credit for any reason, notice shall be given immediately to you.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 version) International Chamber of Commerce Publication No. 500. If this letter of credit expires during an interruption of business as described in Article 17 of said Publication No. 500, the bank hereby specifically agrees to effect payment of this letter of credit is drawn against within 30 days of resumption of business.

IN WITNESS WHEREOF, the bank has hereunto set its signature and seal this _____ day of _____, 19__.

(Issuing Bank)

(Authorized Officer)

ACKNOWLEDGMENT

On this _____ day of _____, 19__, before me, a Notary Public in and for the County of _____, in the State of _____, appeared _____ to me personally known who, being by me duly sworn, did say that he/she is _____ of _____, the bank named in and which executed the within instrument, and the seal affixed to said instrument is the seal of said bank, and that said instrument was signed, sealed and delivered in behalf of said bank by authority of its Board of Directors, and he/she, as such, offer acknowledgment said instrument to be the free act and deed set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day, month and year aforesaid.

My Commission Expires: _____
Notary Public in and for said County and State

Date