

Invitation for Offers

IFO No. 1435-02-01-RP-40342
U. S. Department of the Interior
Minerals Management Service
P.O. Box 25165, MS 2730
Denver Federal Center
Denver, CO 80225-0165

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

PAPERWORK REDUCTION ACT STATEMENT: The Paperwork Reduction Act of 1995 requires us to inform you that the information being collected under this solicitation is necessary to document fulfillment of royalty obligations and sales of minerals from leases on Federal lands. We will use this information to evaluate offers on sales of royalty production. The estimated burden to report is approximately one hour each for a bid document, letter of credit or bond, or financial statement or pre-qualification document. 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. 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.C. 552(b)(4)), and the Departmental Regulations (43 CFR 2). Storage of such information and access to it are controlled by strict security measures. 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 number.

SECTION A

COVER PAGE

The Minerals Management Service (MMS) and the State of Wyoming, Office of State Lands and Investments (State), collectively referred to herein as the Sellers, are mutually inviting Offers 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 Section B. The State will award the contracts for the State leases and MMS will award the contracts for the Federal leases. In each contract month, Purchaser must take 100 percent of the Sellers' 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.

The Purchaser may Offer on oil properties listed in Section B. The Sellers retain the right to reject any and all offers. In each contract month, Purchaser will report and pay on the delivered volume of the Sellers' Royalty Oil at the Point(s) of Delivery. If Purchaser fails to pay for delivered Royalty Oil made available at the Point(s) of Delivery, the Sellers may terminate the contract (See Section C, Paragraph C.4, FAILURE BY THE PURCHASER AND 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.

IFO Issued: February 5, 2001
Offer Opening: February 15, 2001

Contracts will be awarded for purchasing Royalty Oil for 6 consecutive months, commencing on April 1, 2001, and terminating on September 30, 2001.

Address any questions regarding this IFO to either:

- 1) Federal Issues: Mr. Todd Leneau (303) 275-7385; Fax (303) 275-7303; Email – Todd.Leneau@mms.gov or;
- 2) State issues: Mr. Harold Kemp at (307) 777-6643; Fax (307) 777-5400; Email - hkemp@state.wy.us.

Sellers will not accept collect telephone calls.

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SECTION A

OFFEROR'S CERTIFICATION AND ACCEPTANCE SIGNATURE PAGE

OFFEROR'S BUSINESS NAME: _____

ADDRESS: _____

CORPORATE OR PARTNERSHIP OFFICER: _____

TYPED NAME AND TITLE: _____

DATE: _____

Having examined the solicitation documents, including any modifications to IFO No. 1435-02-01-RP-40342 (if applicable), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to purchase Royalty Oil in conformity with our offer prices for specific properties and other information included in Section B, attached herewith and made part of this offer.

We undertake, if our Offer is accepted, to purchase the Royalty Oil in accordance with the provisions in the IFO. Check one of the following:

We will obtain the Letter of Credit or Bond in accordance with the provisions in the IFO.

We are self-certifying that we meet the criteria as described in J.11 of the IFO.

We agree to abide by this Offer for a period of 15 days from the date fixed for Offer opening under the Instructions to Offerors, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We certify that we are a qualified offeror as described in J.1 of the IFO 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 _____ 20_____.

Authorized Signature

Title

**Section B
Schedule of Prices**

**Big Horn Basin
Asphaltic Sour Crude (ASC)**

Line Code	Unit or Lease Name	Federal or State Lease/Agreement	Operator	Oil Type	County Name	Twn	Rng	Sec	Average Gravity	Federal Average Daily Royalty Bbls/Day	State Average Daily Royalty Bbls/Day	Bid +/-
Pipeline: Amoco												
B0100	BLACK MOUNTAIN, EMBAR-TENSLEEP	892000435A	MARATHON OIL COMPANY	ASC	Hot Springs	43	90,91	6,31,35,36	22.3	48.84	30.76	\$ _____
B0800	HAMILTON DOME FIELDWIDE UNIT	W 138881X	MERIT ENERGY COMPANY	ASC	Hot Springs	44	97,98	10,14,23-24+	19.4	540.00	0.00	\$ _____
B7230	MURPHY DOME - SHAD	0620400270	FLYING J OIL & GAS INC	ASC	Hot Springs	43	91,92	1-6	33.6	42.35	0.00	\$ _____
B7238	LITTLE SAND DRAW-NELSON GS	0640686650	CITATION OIL AND GAS CORP	ASC	Hot Springs	44	96	2	35.3	30.04	0.00	\$ _____
Total For Pipeline:										661.23	30.76	
Pipeline: Four Bear												
B0400	FOURBEAR	8920001610	GOLDMARK ENGINEERING INC	ASC	Park	47,48	103	3,20,28-29+	14.1	4.38	44.61	\$ _____
B1700	PITCH FORK	8920001130	MARATHON OIL COMPANY	ASC	Park	48	102	11,14	17.8	238.78	0.00	\$ _____
B2100	SOUTH SPRING CREEK	892000279A	MARATHON OIL COMPANY	ASC	Park	49	101,102	11,13,14	14.9	45.16	0.00	\$ _____
Total For Pipeline:										288.33	44.61	
Pipeline: Marathon												
B0300	ENIGMA (TENSLEEP)	W 112017X	CITATION OIL AND GAS CORP	ASC	Washakie	48	91	3,10	23.4	36.22	0.00	\$ _____
B0500	GARLAND FIELD	892000174A	MARATHON OIL COMPANY	ASC	Big Horn	56	97	29,33,52	21.6	193.53	0.00	\$ _____
B0710	GRASS CREEK FIELD WIDE	W 150174X	MARATHON OIL COMPANY	ASC	Hot Springs	46	98	17,20,21,26	23.8	25.40	126.91	\$ _____
B1002	GARLAND STRUCTURE - TENSLEEP	892000185C	MARATHON OIL COMPANY	ASC	Big Horn	56	97,98		21.4	41.56	0.00	\$ _____
B4000	COTTONWOOD CREEK PHOSPHORIA	891000463A	CONTINENTAL RESOURCES INC.	ASC	Washakie	47	90,91	8,15,16,17	27.6	176.53	11.93	\$ _____
B5000	GOOSEBERRY "A"	892000223A	WESTPORT OIL AND GAS CO	ASC	Park	47	100	28,29,32,33	21.5	17.06	7.15	\$ _____
B5100	GOOSEBERRY "B"	892000223B	WESTPORT OIL AND GAS CO	ASC	Park	47	100	16,21,22	17.9	13.33	8.59	\$ _____
B6200	OREGON BASIN - N. EMBAR	892000559C	MARATHON OIL COMPANY	ASC	Park	51,52	100	5,8,17,33	23.3	328.33	21.38	\$ _____
B6300	OREGON BASIN - S. EMBAR	892000559D	MARATHON OIL COMPANY	ASC	Park	50,51	100	17,29,30,31	21.3	405.94	4.67	\$ _____
B6400	OREGON BASIN- N MADISON PA	892000559E	MARATHON OIL COMPANY	ASC	Park	51,52	100	5,8,32	22.1	34.10	0.00	\$ _____
B6500	OREGON BASIN- S MADISON PA	892000559F	MARATHON OIL COMPANY	ASC	Park	51	100	29,31,32	21.3	71.43	0.00	\$ _____
37201	COTTONWOOD CREEK	0480040840	CONTINENTAL RESOURCES INC.	ASC	Washakie	47	91	5	26.9	4.03	0.00	\$ _____
37237	MORRISON-WEADICK HALF MOON	0640639220	MERIT ENERGY COMPANY	ASC	Park	51	102	23,26	15.5	41.18	0.00	\$ _____
37276	ELK BASIN MADISON (WY Only)	8920004390	HOWELL PETROLEUM CORPORATION	ASC	Park	58	99,100	24,25,32	28.8	79.12	3.35	\$ _____
37277	ELK BASIN EMBAR-TENSLEEP (WY Only)	892000439A	HOWELL PETROLEUM CORPORATION	ASC	Park	57,58	99,100	6-8,23	28.9	166.08	21.12	\$ _____
Total For Pipeline:										1,633.86	205.10	

**Section B
Schedule of Prices**

**Big Horn Basin
Asphaltic Sour Crude (ASC)**

Line Code	Unit or Lease Name	Federal or State Lease/Agreement	Operator	Oil Type	County Name	Twn	Rng	Sec	Average Gravity	Federal Average Daily Royalty Bbls/Day	State Average Daily Royalty Bbls/Day	Bid +/-
<i>Pipeline: Platte</i>												
B0600	GEBO EMBAR-TENSLEEP	8920003630	MARATHON OIL COMPANY	ASC	Hot Springs	44	95	15,22,23	25.6	86.30	0.00	\$ _____
B3101	BYRON FIELD	891012527A	MARATHON OIL COMPANY	ASC	Big Horn	56	96,97	15,22,23	21.8	55.53	0.00	\$ _____
Total For Pipeline:										141.83	0.00	
Total For ASC:										2,725.24	280.47	

**Section B
Schedule of Prices**

**Powder River Basin
General Sour Crude (GSC)**

Line Code	Unit or Lease Name	Federal or State Lease/Agreement	Operator	Oil Type	County Name	Twn	Rng	Sec	Average Gravity	Federal Average Daily Royalty Bbls/Day	State Average Daily Royalty Bbls/Day	Bid +/-
Pipeline: 88 Oil												
PSR0400	ALPHA (MINNELUSA)	W 115090X	BRECK OPERATING	GSC	Campbell	51	69	1,2,11	25.1	17.71	1.23	\$ _____
PSR7100	EAST SANDBAR	66-15021/M1	JN PETROLEUM	GSC	Campbell	57	73	11	22.0	0.00	31.30	\$ _____
PSR9169	PRONG CRK WEST (MINN)	W 119861X	BALLARD PETROLEUM LLC	GSC	Crook	51	68	35	20.4	16.19	0.00	\$ _____
PSR9310	TRUE GRIT (MINNELUSA C SAND)	W 148363X	BELLEVUE RESOURCES INC	GSC	Campbell	57	72	18	21.5	56.51	0.00	\$ _____
Total For Pipeline:										90.40	32.53	
Pipeline: Amoco												
PSR4000	SALT CREEK(LOU). WALL CREEK 2ND	801000312B	HOWELL PETROLEUM CORPORATION	GSC	Natrona	39,40	78,79	23,35,36	36.0	189.45	51.47	\$ _____
PSR9127	SALT CREEK - TENSLEEP	801000312A	HOWELL PETROLEUM CORPORATION	GSC	Natrona	40	79	26,27,34,35	24.8	25.99	0.00	\$ _____
PSR9200	SUSSEX TENSLEEP AMSDEN AB	892000537U	WESTPORT OIL AND GAS CO	GSC	Johnson	42	78	15,20,22,23	29.7	16.58	9.05	\$ _____
Total For Pipeline:										232.01	60.52	
Pipeline: Belle Fourche												
PSR0700	CAMBRIDGE (MINN. UPPER "B" SAND)	W 125233X	PLAINS PETROLEUM OPERATING CO.	GSC	Crook	53	68	28	21.4	27.43	0.00	\$ _____
PSR0750	CAMP CREEK, FED #1,2,4	048046410E	H.D. & CAROLYN ADAMS	GSC	Campbell	54	70	6	23.9	15.14	0.00	\$ _____
PSR1400	DRY GULCH MINNELUSA	W 109088X	DUNCAN OIL INC	GSC	Campbell	49	72	15,22	26.8	17.55	0.00	\$ _____
PSR1500	FALCON RIDGE	W 115054X	TOM BROWN INC	GSC	Campbell	50	70,71	31,36	20.8	4.91	15.23	\$ _____
PSR1800	INDIAN TREE (MINN "A" SANDS)	W 123878X	CITATION OIL AND GAS CORP	GSC	Campbell	51	70	33,34	20.3	26.00	0.00	\$ _____
PSR1950	LITTLE MITCHELL CREEK	8910086440	OSBORN HEIRS COMPANY	GSC	Campbell	52	69	14	25.3	25.50	0.00	\$ _____
PSR2300	N. BREAKS (MINN B)	W 119637X	FANCHER OIL LLC	GSC	Campbell	52	69	26	21.8	26.81	0.00	\$ _____
PSR2400	POWNALL RANCH	8910209840	CITATION OIL AND GAS CORP	GSC	Campbell	53	70	1,2,11,12	25.1	22.54	0.00	\$ _____
PSR3700	WINTER DRAW MNLS SEC.REC.	W 115064X	LARIO OIL & GAS	GSC	Campbell	49	70	10,11,14,15	24.0	13.55	0.00	\$ _____
PSR3800	WOLF DRAW (SEC REC)	W 115093X	MERIT ENERGY COMPANY	GSC	Crook	52	68	18,24	21.7	15.78	0.00	\$ _____
PSR6700	WEST MORAN	State/Fee Unit	NORTH STAR	GSC	Campbell	49	70	13	22.0	0.00	16.70	\$ _____
PSR8100	NORTH SLATTERY "A" SAND	W 125240X	TRUE OIL COMPANY	GSC	Campbell	49	68,69	19-25,30	31.8	31.87	0.00	\$ _____
PSR8600	SOUTH SLATTERY	W 135349X	TRUE OIL COMPANY	GSC	Campbell	49	68	25,30,31,36	31.4	25.13	20.39	\$ _____
PSR9000	WEST GIBBS	0491091550	TRUE OIL COMPANY	GSC	Campbell	52	69	7,8,17,19	26.0	31.02	0.00	\$ _____
PSR9122	TREND FED 7-1, 7-4	0491416500	TREND EXPLORATION COMPANY	GSC	Campbell	55	72	7	23.2	64.27	0.00	\$ _____
PSR9182	TROUT POND MINNELUSA B SAND	W 140473X	BALLARD PETROLEUM LLC	GSC	Campbell	54	69	26-35	21.5	19.55	0.00	\$ _____

**Section B
Schedule of Prices**

**Powder River Basin
General Sour Crude (GSC)**

Line Code	Unit or Lease Name	Federal or State Lease/Agreement	Operator	Oil Type	County Name	Twn	Rng	Sec	Average Gravity	Federal Average Daily Royalty Bbls/Day	State Average Daily Royalty Bbls/Day	Bid +/-
<i>Pipeline: Belle Fourche</i>												
PSR9183	GLENN (MINNELUSA LOWER B)	W 148329X	FLYING J OIL & GAS INC	GSC	Crook	51	68	5	22.7	23.59	0.00	\$ _____
PSR9217	RODRIGUEZ 21-2	0490550500	FANCHER OIL LLC	GSC	Crook	53	68	21,22	25.4	12.84	0.00	\$ _____
PSR9219	TANNER (MINN UPPER B) UNIT	W 141479X	CITATION OIL AND GAS CORP	GSC	Campbell	51	70	30,31	20.3	35.74	0.00	\$ _____
PSR9223	AMMO FED #1 WOLF DRAW FIELD	W 143300	FANCHER OIL LLC	GSC	Crook	52	68	18	27.1	16.46	0.00	\$ _____
Total For Pipeline:										455.69	52.32	
Total For GSC:										778.10	145.37	

**Section B
Schedule of Prices**

**Powder River Basin
Sweet Crude (SC)**

Line Code	Unit or Lease Name	Federal or State Lease/Agreement	Operator	Oil Type	County Name	Twn	Rng	Sec	Average Gravity	Federal Average Daily Royalty Bbls/Day	State Average Daily Royalty Bbls/Day	Bid +/-
<i>Pipeline: Belle Fourche</i>												
PSW1300	HARTZOG DRAW	8910194240	EXXONMOBIL	SC	Campbell	44	75	4,11,14,20,23	35.7	522.45	18.66	\$ _____
PSW1601	HOUSE CREEK(SUSSEX)	84687U9690	DEVON ENERGY CORP	SC	Campbell	43-45	72-74	4,13,24-29+	35.1	91.93	31.21	\$ _____
PSW1900N	BUCK DRAW (DAKOTA)	W 106652X	DEVON ENERGY CORP	SC	Campbell	41,42	73,74	12,13,17,18,36	48.5	74.70	9.52	\$ _____
PSW4479	POWELL PRESS. MAINT. BOSWELL FED	8910210470	DEVON ENERGY CORP	SC	Converse	39,40	73,74	1,5,13,24,35	63.6	27.67	0.00	\$ _____
PSW4505	HOUSE CREEK NORTH	W 114211X	OCEAN ENERGY RESOURCES, INC.	SC	Campbell	45,46	74	3,8,17,20,33,35	34.7	18.79	0.00	\$ _____
PSW4517	AFRICAN SWALLOW 1-22	W 142503A	VASTAR RESOURCES INC	SC	Converse	39	75	22	49.6	14.25	0.00	\$ _____
PSW4600	PINE TREE UNIT	891015482E	DEVON ENERGY CORP	SC	Campbell	41,42	75	7,9,19,20,29,33	40.0	26.39	0.23	\$ _____
PSW4700	SAND DUNES (MUDDY)	W 123877X	DEVON ENERGY CORP	SC	Converse	36,37	75,76	1,12,24,25,26,36	45.9	244.93	15.19	\$ _____
Total For Pipeline:										1,021.12	74.81	
<i>Pipeline: Belle Fourche, Equilon</i>												
PSW0700	CULP DRAW SHANNON B	8910210760	TOM BROWN INC	SC	Johnson	45,46	76,77	5-11,14-17,21-26,28,30,31,36	36.2	78.13	18.90	\$ _____
Total For Pipeline:										78.13	18.90	
Total For SC:										1,099.25	93.71	

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 (231 cubic inches each) corrected to 60 degrees Fahrenheit.

Contract means this IFO No. 1435-02-01-RP-40342, immediately after it has been fully executed and accepted by the offeror 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. The contract number will be different than the IFO number.

Contracting Officer (CO) is the 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 the 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 of 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 beneficiaries) of a written demand therefor. Neither the financial institution nor the Offeror/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.

Long Term Debt to Capital Ratio Long Term Liquidity Ratio measures the extent to which the capital employed in the business has been financed through share capital and retained earnings. The ratio is calculated as follows: Long term debt divided by capital.

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 offers for Royalty Oil. Numerous State and/or Federal leases may contribute to pooling agreements.

Purchaser means the offeror to this IFO whose offer is accepted by the respective Sellers and who is a purchaser of Royalty Oil subject to the provisions of this IFO No. 1435-02-01-RP-40342.

Quick Ratio (also known as Acid Test Ratio) This ratio is defined as Cash plus Short Term Investments plus Accounts Receivable for the most recent fiscal quarter divided by the Current Liabilities for the same period. This ratio is a basic test of short-term liquidity that identifies the ability to convert current assets into cash to pay current liabilities.

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 Sellers' 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 IFO 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 the Purchaser with 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 or Bond 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 or Bond.

C.5 PURCHASER LIABILITY

C.5.1 Purchaser Liability for Offer Value of Royalty Oil. Notwithstanding contract termination pursuant to C.4, the Purchaser shall be liable for the offer 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 offer price, the Purchaser will be liable for the difference between the price received by the MMS or State and the Purchaser's offer price and if the oil not taken is not sold during the month of delivery, the Purchaser will be liable for the full offer 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.

C.7 AUDIT RIGHTS

The MMS retains the right to adjust the amount of monthly payments due MMS based on contract reconciliation or audits related to volumes taken by the Purchaser. Notwithstanding any other provision herein, MMS or the Purchaser may adjust the price due to mathematical errors in its calculations.

SECTION D

DELIVERIES OR PERFORMANCE

Contracts will be awarded for purchasing Royalty Oil for a period of six months, commencing on April 1, 2001 and continuing through September 30, 2001.

SECTION E

CONTRACT ADMINISTRATION DATA

E.1 PERFORMANCE PERIOD

The contract will be for a term of six months commencing on April 1, 2001 and continuing through September 30, 2001.

E.2 PAYMENT AND REPORTING

E.2.1 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 the State in accordance with the procedures at E.2.1.(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 the State for all Royalty Oil made available to it by MMS' and 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 offer price and the Royalty Oil volumes recorded at the Point of Delivery.

b. The Purchaser will remit the total monthly amount due to the MMS and the State by electronic funds transfer (EFT), under procedures outlined in **Exhibit B**. Payment must be credited to 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 the State will provide purchasers with the form shown in **Exhibit C** in 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 the State will answer any questions over the telephone or by E-mail regarding reporting requirements (contact an MMS or State Representative at the phone number identified in Section F.).

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 Seller. Such records shall be retained for a period of at least seven years after the final reporting and payment date of the contract.

E.3 SET-OFF

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

E.4 MMS AND STATE REPRESENTATIVES

Mr. Todd W. Leneau is the MMS Contracting Officer (CO) and can be reached at (303) 275-7385.

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

E.5 PURCHASERS REPRESENTATIVES

Purchaser's shall provide the following information to Todd W. Leneau for awards made by Minerals Management Service and to Harold Kemp for awards made by the State. See addresses under F.1 of this document.

Purchaser's Business Telephone No.:
Fax No.:
Accounts Payable Representative:
Telephone No.:
Alternate Accounts Payable Representative:
Telephone No.:
Purchaser's Field Representative:
Telephone No.:

SECTION F

SPECIAL PROVISIONS

F.1 NOTICES/CORRESPONDENCE

(a) Any notices shall be in writing, shall include the contract number, and shall be forwarded, prepaid, to the appropriate addresses in (b) below.

(b) Correspondence to MMS shall be to:

(1) For contract matters:

Mr. Todd W. Leneau, Contracting Officer
U.S. Department of the Interior
Minerals Management Service
P. O. Box 25165, MS 2730
Denver Federal Center
Denver, Colorado 80225-0165
PHONE: (303) 275-7385 Email: Todd.Leneau@mms.gov
FAX: (303) 275-7303

(2) For technical matters:

Mr. Gregory Smith
Contracting Officer's Technical Representative
U.S. Department of the Interior
Minerals Management Service
Post Office Box 25165, MS330G5
Denver, Colorado 80215-0165
PHONE: (303) 275-7102 Email: Gregory.Smith@mms.gov
FAX: (303) 275-7136

(3) For ILOC/Bond verification for MMS:

Mr. Lawrence Cobb
U. S. Department of the Interior
Minerals Management Service
P. O. Box 25165, MS 330G5
Denver, Colorado 80225-0165
Phone: (303) 275-7294 Email: Lawrence.Cobb@mms.gov
FAX: (303) 275-7136

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

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

F.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.

F.3 GOVERNING LAWS AND REGULATIONS

Solely applicable Federal Law and this solicitation hereunder govern the sale of Federal Royalty Oil. Solely applicable state law governs the sale of State of Wyoming Royalty Oil, Wyoming Board of Land Commissioners' Rules, State lease terms for oil and gas, and the requirements of this solicitation.

SECTION G

GENERAL PROVISIONS

G.1 WITHHOLDING OF DELIVERIES AND TERMINATION FOR PURCHASER DEFAULT

(a) The Contracting Officer for MMS or the State, without liability to the MMS or the 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 at the address shown on the award page 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 solicitation, as determined by the Seller;
- (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 Seller will confirm any oral notification in writing.

(b) Notwithstanding other provisions of this solicitation, Purchaser shall not be charged with any liability to the MMS or the 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 Seller 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 Officer may sell or otherwise dispose of the remaining crude oil in an appropriate manner. Any net loss experienced by the seller, calculated as the difference between the price received for the remainder of the contract period as sold by the Contracting Officer, 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.

G.2 TERMINATION OF THE CONTRACT

Should the creditworthiness, financial responsibility or ability to perform become unsatisfactory to the sellers at any time during the term of this contract, satisfactory assurances may be required as a condition to further performance under the contract. Such assurances include, but are not limited to, a prepayment, or a letter of credit or bond in a form and amount satisfactory to the sellers.

An early termination date may be immediately declared for the following events:

- (1) the failure to pay, when due, any payment required under this contract, if such failure is not remedied with five (5) business days after written notice of such failure, provided that the payment is not the subject of a good faith dispute and the successful offeror pays the sellers such amounts as it concedes to be correct;
- (2) any representation or warranty which is proven to have been false or misleading in any material respect when made or deemed to be repeated;
- (3) the occurrence of a material adverse change of the successful offeror or its guarantor, if the successful offeror will not post a Letter of Credit or Bond (naming the seller(s) as the beneficiary) in a satisfactory amount and form.

G.3 LIMITATION OF THE SELLER'S LIABILITY

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

G.4 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 Contracting Officer, who will issue a written decision on the dispute. A "claim" is a written request submitted to the 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 is liable.

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

(c) The Purchaser shall pay the MMS, 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. The Internal Revenue Service Rate will be used as prescribed in 30 CFR 218.54 and 218.102 .

(d) The decision of the 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. The parties hereto agree that any appeal shall first be directed to the Bureau Procurement Chief.

(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.

G.5 GRATUITIES

(a) The Seller 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 Seller 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 is entitled to pursue the same remedies as in a breach of contract. The Seller may, at its discretion, terminate this contract without liability, 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 provided in this Article are in addition to any other rights and remedies provided by law or under this contract.

G.6 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 receives payment, at the underpayment rate under 30 U.S.C. 1721 or the Wyoming Statutes 30-5-303.

G.7 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).

G.8 PURCHASER'S RELEASE OF CLAIMS

Purchaser hereby releases the MMS 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 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 H

LIST OF ATTACHMENTS AND EXHIBITS

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

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

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

EXHIBIT C: Reporting Format for MMS and State

EXHIBIT D: Sample format for ILOC

EXHIBIT E: Format for Bond

SECTION I

REPRESENTATIONS AND CERTIFICATIONS

I.1 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.2 TAXPAYER IDENTIFICATION

(a) Definitions.

"Common parent," as used in this provision, 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.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the bidder in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Bidders must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the bidders relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the bidder's TIN.

(d) 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 is an agency or instrumentality of a foreign Bidder;

Bidder is an agency or instrumentality of a Federal, state, or local Bidder;

(e) Type of Organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax exempt);
- Corporate entity (tax exempt);
- Government entity (Federal, State, Local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) 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: _____

TIN:

SECTION J

INSTRUCTIONS TO OFFERORS

J.1 OFFEROR QUALIFICATIONS

Offers will be accepted only from qualified offerors, defined in Paragraph J.5. Certification as to qualifications is contained in Section A, Offeror's Certification and Acceptance Signature Page.

J.2 INSTRUCTIONS TO OFFERORS

J.2.1 Section B, Schedule of Prices, is a listing of properties for the three grades of crude where Royalty Oil is available for purchase by qualified offerors. For each property, the table identifies:

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

Interested offerors may also refer to Exhibit A for tract allocation percentages and royalty rates for all the properties listed in the Schedule of Prices.

Offers must be entered next to the listed property in Section B, Schedule of Prices.

The average daily volumes of Royalty Oil shown in Section B are based on the most current available data, generally the estimated daily average of October 2000 production, multiplied by the most current tract allocations and royalty rates. The volumes represent the Royalty Oil reasonably expected to be available for taking by the Purchaser each month. Because the volumes are estimates, production volumes may vary significantly through the term of this IFO No. 1435-02-01-RP-40342.

J.2.2 Offer Procedures. Offers will be accepted on individual properties or on a pipeline basis (i.e., all or none within a pipeline). The sellers reserve the right to award contracts by either property or pipeline; however, if an offeror bids a pipeline on an "all or none basis", the entire pipeline will be awarded to the successful offeror if it is determined to be more advantageous to the sellers. Offers submitted for an entire pipeline must be easily recognizable on the face of the offer. See also Section K, Consideration for Award.

Successful offerors will value royalty oil based on assumed equal daily quantities of production during each month of the contract term.

J.2.2.a Offers for the **Wyoming Powder River Basin sweet** listed in the Schedule of Prices 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) the calendar month's average of the following four Wyoming sweet posted prices at 40 degrees API: Equiva*, Conoco*, EOTT*, and Plains Marketing* or;
- 3) 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.*

* See asterisk restriction below.

Offerors will deem Powder River Basin sweet production at 40 degrees API gravity for offer and valuation purposes.

J.2.2.b Offers for the **Wyoming Powder River Basin general sour** listed in the Schedule of Prices may be made as an increment or decrement from:

- 1) the MERC +/- offer as described above or;
- 2) the calendar month's average of the following four Wyoming general sour posted prices at 40 degrees API: Equiva*, Conoco*, EOTT*, and Plains Marketing* or;
- 3) 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.*

*See asterisk restriction below.

For payment, offerors will make appropriate quality adjustments to match the actual gravity of the Royalty Oil being purchased.

J.2.2.c Offers for the **Wyoming Big Horn Basin asphaltic sour** listed in the Schedule of Prices may be made as an increment or decrement from:

- 1) the MERC +/- offer as described above or;
- 2) the calendar month's average of the following four Wyoming asphaltic sour posted prices at 40 degrees API: Equiva*, Conoco*, EOTT*, and Plains Marketing* or;

- 3) 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. *

* See asterisk restriction below

For payment, offerors will make appropriate quality adjustments to match the actual gravity of the Royalty Oil being purchased.

* An offeror may not use its own company's (or affiliates) posting in the calculation of its offer or calculation of the payment to the MMS and the State of Wyoming for the Royalty Oil made available at the points of delivery.

J.3 PROPRIETARY AND CONFIDENTIAL DATA

If an Offeror 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 regulations governing proprietary data shall apply. Offer prices are considered confidential and will not be released by the MMS.

J.4 INFORMATION REQUESTS

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

J.5 OFFEROR QUALIFICATIONS

Offers will be accepted only from qualified offerors. An offeror is qualified by meeting the criteria as described below:

Offeror'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 1996 through 2000 inclusively or was principally responsible for marketing not less than the sum of \$20,000,000 (U. S. Dollars) of oil during any calendar year from 1996 through 2000 inclusively.

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

J.6 SUBMISSION OF OFFERS

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

(b) Offers 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 offers.

(c) Offers sent by mail or hand-carried offers, including offers delivered by a delivery service, and modifications sent by mail, telegram, or mailgram must be received at the following address no later than 4:00 PM, Mountain Time, on February 15, 2001.

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

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

(Offeror's Name)

(Return Address)

Offeror's should place the following words on the inside envelope containing offers:

**DO NOT OPEN BEFORE: 4:00 PM, Mountain Time, February 15, 2001,
CONFIDENTIAL, to be opened only by the Contracting Officer.**

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 Branch (MS 2730)
PO Box 25165, Denver Federal Center
Denver, CO 80225-0165
ATTN: Todd W. Leneau

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

- (2) U. S. Department of the Interior
Minerals Management Service
Procurement Branch (MS 2730)
12600 West Colfax Ave, Suite C-200
Lakewood, CO 80215
ATTN: Todd W. Leneau

DOCUMENTS TO ACCOMPANY OFFER: Offerors must submit four (4) copies of the following documents to the office identified in Section J.6(e) (1) or (2) to the attention of Todd W. Leneau. Sellers may reject, as nonresponsive, offers not accompanied by these documents:

- 1) Section A: Four original signed copies of Executed Offeror's Certification and Acceptance Signature Page
- 2) Section B: Schedule of Prices (One copy)
- 3) Section E: Purchaser's Representatives, paragraph E.5 (One copy)
- 4) Section I: Representations and Certifications (One copy)

J.7 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS

Offerors must acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment, or by (b) letter, mailgram, or telegram to the address for mailed offers specified in paragraph J.6(e). The MMS must receive the acknowledgment by the time and at the place specified for receipt of offers.

J.8 CLARIFICATIONS OF SOLICITATION TERMS

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

J.9 ACCEPTANCE PERIOD

Offers will remain valid for 15 days after the bid opening date.

J.10 LETTER OF CREDIT OR BOND

The Purchaser/successful offeror will be required to provide an Irrevocable Letter of Credit (ILOC) or Bond within five calendar days of notice of award to the Contracting

Officer at the address noted in Paragraph J.6 above, unless they can self certify to the requirements in Paragraph J.11.

Letter of Credit

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 9 months from the date of first delivery under the contract. The financial assurance amount shall be sufficient to cover the offer (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.

The amount of the ILOC or Bond should be calculated as the average of the oil price specified by the bid and calculated for the month of January 2001, plus the winning offer, multiplied by the estimated daily Royalty Volume, multiplied by 90 days. Before you apply for the ILOC or Bond, please submit the amount you have calculated for the ILOC to Lawrence Cobb for verification of the MMS properties and to Harold Kemp for verification of the State properties at the addresses listed in Section H. Failure to provide the ILOC or Bond within five calendar days of notice of award will result in a loss of award unless the date is extended by the respective Contracting Officer for the State and MMS. The winning offeror must also check with the Contracting Officer for the correct contract number to be assigned to their contract for use on the ILOC or Bond.

In the event the contract price of oil using the referenced index shall increase more than 10 per cent during the life of the contract, the Purchaser shall be required to increase the amount of the ILOC or Bond.

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

Bond

Use the Royalty-in-Kind Contract Surety Bond (Form MMS-4072) with no modifications. The bond must be issued by a qualified surety company that is approved by the Department of the Treasury (see Department of the Treasury Circular No. 570, revised periodically in the Federal Register). Form MMS-4072 replaces all previously accepted bond forms.

J.11 SELF CERTIFICATION

The offeror will not be required to submit an Irrevocable Letter of Credit if they can self certify and provide documentation with their offer for the following:

You must request in writing to self-certify. In order to receive approval to self-certify send your written request, along with an audited consolidated balance sheet to:

For Courier Delivery
(not including Express Mail)

Minerals Management Service
RIK Office
RIK Oil Operations (MS 330G5)
12600 W. Colfax Avenue, Suite C-100
Lakewood, Colorado 80215

For U.S. Postal Service Mail
(including Express Mail)

Minerals Management Service
RIK Office
P.O. Box 25165 (MS 330G5)
Denver Federal Center
Denver, Colorado 80225-0165

Or by email to:

RIK.Project@mms.gov

Your audited consolidated balance sheet may be part of your annual report to shareholders.

To determine financial solvency, MMS and the State of Wyoming will examine your total net worth including, as appropriate, the net worth of your affiliated entities. If your net worth is greater than \$100 million, you are presumptively deemed financially solvent and will not be required to post a bond or other surety instrument. You must submit an audited consolidated balance sheet, and tax returns if required, annually. Your financial solvency will be evaluated annually on the date that you first demonstrated financial solvency.

If your net worth, minus the amount we would require as surety, is less than \$100 million, you must provide a ILOC or Bond within five calendar days of notice of award.

SECTION K

CONSIDERATION OF OFFERS

The sellers shall award contracts resulting from this solicitation to the successful offeror whose offer, in the seller's judgement, would be the most advantageous to the sellers.

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the sellers that might result from making more than one award. For example, a property within a pipeline offered on a "pipeline all or none basis" that is not highest offer may be accepted because it is advantageous to the sellers to accept the offer on the entire pipeline.

The sellers may award a contract on the basis of initial offers received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms that the offeror can submit. However, the sellers may negotiate with offerors in the event offers of similar value are received.

Exhibit A: Table of MMS and State Lease Tract Allocations And Royalty Rates

Big Horn Basin -- Asphaltic Sour Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
B0100	892000435A	0-3096	BLACK MOUNTAIN, EMBAR-TENSLEEP	37.1173%	12.5000%	
B0100	892000435A	062017060A001	BLACK MOUNTAIN, EMBAR-TENSLEEP	6.5853%	5.0000%	
B0100	892000435A	0620367910001	BLACK MOUNTAIN, EMBAR-TENSLEEP	18.6520%	12.5000%	Step-scale in effect (B)
B0100	892000435A	0620393210001	BLACK MOUNTAIN, EMBAR-TENSLEEP	16.7196%	12.5000%	Step-scale in effect (B)
B0100	892000435A	0820393220001	BLACK MOUNTAIN, EMBAR-TENSLEEP	6.1939%	12.5000%	Step-scale in effect (B)
B0100	892000435A	0620393230001	BLACK MOUNTAIN, EMBAR-TENSLEEP	14.7319%	12.5000%	Step-scale in effect (B)
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
B0300	W 112017X	0490593270002	ENIGMA (TENSLEEP)	29.2486%	12.5000%	
B0300	W 112017X	049061334A002	ENIGMA (TENSLEEP)	32.2022%	12.5000%	
B0300	W 112017X	0490637330002	ENIGMA (TENSLEEP)	8.6315%	12.5000%	
B0300	W 112017X	0490959270001	ENIGMA (TENSLEEP)	0.3862%	12.5000%	
B0300	W 112017X	0491062100002	ENIGMA (TENSLEEP)	29.5315%	12.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
B0400	8920001610	0-15269	FOURBEAR	0.3977%	12.5000%	
B0400	8920001610	0-3083	FOURBEAR	6.3640%	12.5000%	
B0400	8920001610	0-3084	FOURBEAR	19.0921%	12.5000%	
B0400	8920001610	0-3085	FOURBEAR	12.7281%	12.5000%	
B0400	8920001610	0-3086	FOURBEAR	3.9775%	12.5000%	
B0400	8920001610	0-3087	FOURBEAR	15.0446%	12.5000%	
B0400	8920001610	0-3088	FOURBEAR	20.4261%	12.5000%	
B0400	8920001610	0480518010001	FOURBEAR	3.5798%	8.5000%	Step-scale in effect (B)
B0400	8920001610	0480518020001	FOURBEAR	1.1933%	8.5000%	Step-scale in effect (B)
B0400	8920001610	064044976A002	FOURBEAR	11.0316%	5.0000%	
<i>Other Leases:</i>				6.1652%		
<i>Total For Property:</i>				93.8348%		
B0500	892000174A	0640441050001	GARLAND FIELD	38.8351%	16.0000%	fixed rate per unit agreement
B0500	892000174A	0640642940001	GARLAND FIELD	2.3264%	12.5000%	Step-scale in effect (B)
<i>Other Leases:</i>				58.8385%		
<i>Total For Property:</i>				41.1615%		
B0600	8920003630	0640667430004	GEBO EMBAR-TENSLEEP	34.9634%	11.7000%	
B0600	8920003630	0640669820004	GEBO EMBAR-TENSLEEP	15.4270%	11.7000%	
B0600	8920003630	0640672210004	GEBO EMBAR-TENSLEEP	25.8758%	11.7000%	
B0600	8920003630	0640675930004	GEBO EMBAR-TENSLEEP	23.7338%	11.7000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
B0710	W 150174X	0-15628	GRASS CREEK FIELD WIDE	0.0131%	12.5000%	
B0710	W 150174X	0-1913/CR	GRASS CREEK FIELD WIDE	7.6208%	16.6667%	
B0710	W 150174X	0-1914/CR	GRASS CREEK FIELD WIDE	6.7031%	16.6667%	
B0710	W 150174X	0-2890/CR	GRASS CREEK FIELD WIDE	13.5767%	16.6667%	
B0710	W 150174X	0480002280002	GRASS CREEK FIELD WIDE	0.0222%	8.5000%	
B0710	W 150174X	048000565A002	GRASS CREEK FIELD WIDE	0.0227%	8.5000%	
B0710	W 150174X	0480010030003	GRASS CREEK FIELD WIDE	0.0028%	8.5000%	
B0710	W 150174X	0480010030004	GRASS CREEK FIELD WIDE	0.0114%	12.5000%	
B0710	W 150174X	048001003A004	GRASS CREEK FIELD WIDE	0.0002%	8.5000%	

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Big Horn Basin -- Asphaltic Sour Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
B0710	W 150174X	048001003A005	GRASS CREEK FIELD WIDE	0.0939%	12.5000%	
B0710	W 150174X	0480060810002	GRASS CREEK FIELD WIDE	0.0213%	8.5000%	
B0710	W 150174X	0480121520002	GRASS CREEK FIELD WIDE	0.0527%	8.5000%	
B0710	W 150174X	048012152A002	GRASS CREEK FIELD WIDE	0.1025%	8.5000%	
B0710	W 150174X	0480121530003	GRASS CREEK FIELD WIDE	0.0549%	4.5000%	
B0710	W 150174X	0480121530004	GRASS CREEK FIELD WIDE	0.1087%	12.5000%	Step-scale in effect (B)
B0710	W 150174X	0480488070002	GRASS CREEK FIELD WIDE	0.0229%	8.5000%	
B0710	W 150174X	0480488090004	GRASS CREEK FIELD WIDE	0.0248%	8.5000%	
B0710	W 150174X	0480488090005	GRASS CREEK FIELD WIDE	0.0187%	12.5000%	Step-scale in effect (B)
B0710	W 150174X	0480518310004	GRASS CREEK FIELD WIDE	0.0584%	8.5000%	
B0710	W 150174X	0480518310005	GRASS CREEK FIELD WIDE	0.0180%	12.5000%	Step-scale in effect (B)
B0710	W 150174X	0480577200002	GRASS CREEK FIELD WIDE	0.0274%	8.5000%	
B0710	W 150174X	0480592640002	GRASS CREEK FIELD WIDE	0.0003%	8.5000%	
B0710	W 150174X	0480622430004	GRASS CREEK FIELD WIDE	0.0257%	8.5000%	
B0710	W 150174X	0480622430005	GRASS CREEK FIELD WIDE	0.0091%	12.5000%	Step-scale in effect (C)
B0710	W 150174X	0490274900003	GRASS CREEK FIELD WIDE	0.0406%	12.5000%	
B0710	W 150174X	0490479190002	GRASS CREEK FIELD WIDE	0.0867%	8.5000%	
B0710	W 150174X	0490479200002	GRASS CREEK FIELD WIDE	0.0262%	8.5000%	
B0710	W 150174X	0490479210002	GRASS CREEK FIELD WIDE	0.0054%	8.5000%	
B0710	W 150174X	0490479220002	GRASS CREEK FIELD WIDE	0.0505%	8.5000%	
B0710	W 150174X	0490479230002	GRASS CREEK FIELD WIDE	0.0513%	8.5000%	
B0710	W 150174X	0640441220004	GRASS CREEK FIELD WIDE	0.0687%	8.5000%	
B0710	W 150174X	0640441220005	GRASS CREEK FIELD WIDE	0.2093%	2.1000%	
B0710	W 150174X	0640441220006	GRASS CREEK FIELD WIDE	0.7978%	12.5000%	Step-scale in effect (C)
B0710	W 150174X	064044122A004	GRASS CREEK FIELD WIDE	0.0251%	8.5000%	
B0710	W 150174X	064044122A005	GRASS CREEK FIELD WIDE	0.0825%	2.1000%	
B0710	W 150174X	064044122A006	GRASS CREEK FIELD WIDE	0.5706%	12.5000%	Step-scale in effect (B)
B0710	W 150174X	0640441230003	GRASS CREEK FIELD WIDE	0.0257%	8.5000%	
B0710	W 150174X	0640441230004	GRASS CREEK FIELD WIDE	0.5194%	12.5000%	Step-scale in effect (C)
B0710	W 150174X	0640441240004	GRASS CREEK FIELD WIDE	0.0104%	8.5000%	
B0710	W 150174X	0640441240005	GRASS CREEK FIELD WIDE	0.0213%	2.1000%	
B0710	W 150174X	0640441240006	GRASS CREEK FIELD WIDE	0.0699%	12.5000%	Step-scale in effect (B)
B0710	W 150174X	0640441820010	GRASS CREEK FIELD WIDE	0.1344%	8.5000%	
B0710	W 150174X	0640441820011	GRASS CREEK FIELD WIDE	0.2563%	2.1000%	
B0710	W 150174X	0640441820012	GRASS CREEK FIELD WIDE	2.2243%	12.5000%	Step-scale in effect (B)
B0710	W 150174X	0640442100005	GRASS CREEK FIELD WIDE	0.0056%	8.5000%	
B0710	W 150174X	0640442100006	GRASS CREEK FIELD WIDE	0.0355%	2.1000%	
B0710	W 150174X	0640442100007	GRASS CREEK FIELD WIDE	0.4301%	12.5000%	Step-scale in effect (B)
B0710	W 150174X	0640454610005	GRASS CREEK FIELD WIDE	0.0058%	8.5000%	
B0710	W 150174X	0640454610006	GRASS CREEK FIELD WIDE	0.0630%	2.1000%	
B0710	W 150174X	0640454610007	GRASS CREEK FIELD WIDE	1.0191%	12.5000%	Step-scale in effect (C)
B0710	W 150174X	0640689770003	GRASS CREEK FIELD WIDE	0.0290%	8.5000%	
B0710	W 150174X	0640689770004	GRASS CREEK FIELD WIDE	0.0057%	12.5000%	
B0710	W 150174X	0640692120002	GRASS CREEK FIELD WIDE	0.3421%	8.5000%	
B0710	W 150174X	0640735750002	GRASS CREEK FIELD WIDE	0.1068%	8.5000%	
B0710	W 150174X	0640743890002	GRASS CREEK FIELD WIDE	0.0484%	8.5000%	
B0710	W 150174X	0640747430003	GRASS CREEK FIELD WIDE	0.0271%	8.5000%	
B0710	W 150174X	0640747430004	GRASS CREEK FIELD WIDE	0.0016%	12.5000%	Step-scale in effect (B)
B0710	W 150174X	0640747440002	GRASS CREEK FIELD WIDE	0.0936%	8.5000%	

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Big Horn Basin -- Asphaltic Sour Crude

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B0710	W 150174X	0640754590002	GRASS CREEK FIELD WIDE	0.0163%	8.5000%	
B0710	W 150174X	064076254B002	GRASS CREEK FIELD WIDE	0.0155%	8.5000%	
B0710	W 150174X	0640794480004	GRASS CREEK FIELD WIDE	0.0013%	8.5000%	
B0710	W 150174X	0640794480005	GRASS CREEK FIELD WIDE	0.0063%	12.5000%	
B0710	W 150174X	0640806830002	GRASS CREEK FIELD WIDE	0.4627%	8.5000%	
	W 150174X	69-12135	GRASS CREEK FIELD WIDE	0.0187%	12.5000%	
<i>Other Leases:</i>				63.3771%		
<i>Total For Property:</i>				36.6229%		
B0800	W 138881X	0480189330002	HAMILTON DOME FIELDWIDE UNIT	0.0076%	9.3000%	
B0800	W 138881X	0480189330003	HAMILTON DOME FIELDWIDE UNIT	0.0066%	12.5000%	Step-scale in effect (B)
B0800	W 138881X	0482514390002	HAMILTON DOME FIELDWIDE UNIT	0.0250%	9.3000%	
B0800	W 138881X	0482514390003	HAMILTON DOME FIELDWIDE UNIT	0.0066%	12.5000%	
B0800	W 138881X	0490326170002	HAMILTON DOME FIELDWIDE UNIT	0.0206%	9.3000%	
B0800	W 138881X	0490326170003	HAMILTON DOME FIELDWIDE UNIT	0.0066%	12.5000%	
B0800	W 138881X	0490649870002	HAMILTON DOME FIELDWIDE UNIT	0.0046%	9.3000%	
B0800	W 138881X	0490649870003	HAMILTON DOME FIELDWIDE UNIT	0.0066%	12.5000%	Step-scale in effect (B)
B0800	W 138881X	0640441400006	HAMILTON DOME FIELDWIDE UNIT	5.7309%	9.3000%	
B0800	W 138881X	0640441400007	HAMILTON DOME FIELDWIDE UNIT	36.1510%	12.5000%	Step-scale in effect (B)
B0800	W 138881X	0640441410005	HAMILTON DOME FIELDWIDE UNIT	2.3920%	9.3000%	
B0800	W 138881X	0640441410006	HAMILTON DOME FIELDWIDE UNIT	2.7875%	9.3000%	
B0800	W 138881X	0640441410007	HAMILTON DOME FIELDWIDE UNIT	5.3115%	12.5000%	Sliding-scale in effect (D)
B0800	W 138881X	0640441410008	HAMILTON DOME FIELDWIDE UNIT	11.3078%	12.5000%	
B0800	W 138881X	0640441770003	HAMILTON DOME FIELDWIDE UNIT	0.6237%	9.3000%	
B0800	W 138881X	0640441770004	HAMILTON DOME FIELDWIDE UNIT	1.8014%	7.7000%	
B0800	W 138881X	0640542570003	HAMILTON DOME FIELDWIDE UNIT	2.6226%	9.3000%	
B0800	W 138881X	0640542570004	HAMILTON DOME FIELDWIDE UNIT	0.1546%	4.5000%	
B0800	W 138881X	064054257C003	HAMILTON DOME FIELDWIDE UNIT	0.2270%	9.3000%	
B0800	W 138881X	064054258C002	HAMILTON DOME FIELDWIDE UNIT	0.0063%	9.3000%	
B0800	W 138881X	064054258C003	HAMILTON DOME FIELDWIDE UNIT	0.0066%	12.5000%	Step-scale in effect (C)
B0800	W 138881X	0640587290003	HAMILTON DOME FIELDWIDE UNIT	0.6173%	9.3000%	
B0800	W 138881X	0640587290004	HAMILTON DOME FIELDWIDE UNIT	12.8049%	12.5000%	Sliding-scale in effect (D)
B0800	W 138881X	0640637100003	HAMILTON DOME FIELDWIDE UNIT	1.4023%	9.3000%	
B0800	W 138881X	0640637100004	HAMILTON DOME FIELDWIDE UNIT	14.5043%	12.5000%	Step-scale in effect (B)
<i>Other Leases:</i>				1.4641%		
<i>Total For Property:</i>				98.5359%		
B1002	892000185C	064043977A003	GARLAND STRUCTURE - TENSLEEP	38.3720%	5.0000%	
B1002	892000185C	064043977B003	GARLAND STRUCTURE - TENSLEEP	42.2433%	8.5000%	
B1002	892000185C	0640446940002	GARLAND STRUCTURE - TENSLEEP	4.2529%	5.0000%	
B1002	892000185C	0640447690002	GARLAND STRUCTURE - TENSLEEP	2.4302%	8.5000%	
B1002	892000185C	0640447690003	GARLAND STRUCTURE - TENSLEEP	10.5751%	5.0000%	
B1002	892000185C	0640642930002	GARLAND STRUCTURE - TENSLEEP	2.1265%	8.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
B1700	8920001130	064044259A001	PITCH FORK	61.6300%	10.0000%	
B1700	8920001130	064044259B001	PITCH FORK	38.3700%	10.0000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		

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Big Horn Basin -- Asphaltic Sour Crude

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B2100	892000279A	0640444520001	SOUTH SPRING CREEK	13.6631%	5.0000%	
B2100	892000279A	0640444520002	SOUTH SPRING CREEK	2.5618%	12.5000%	
B2100	892000279A	0640444520003	SOUTH SPRING CREEK	10.2473%	13.1700%	Sliding-scale in effect (D)
B2100	892000279A	0640446730001	SOUTH SPRING CREEK	8.0160%	5.0000%	
B2100	892000279A	0640448200001	SOUTH SPRING CREEK	9.5300%	5.0000%	
B2100	892000279A	0640448200002	SOUTH SPRING CREEK	1.7079%	12.5000%	
B2100	892000279A	064073809A001	SOUTH SPRING CREEK	25.1033%	5.0000%	
				<i>Other Leases:</i>	29.1706%	
				<i>Total For Property:</i>	70.8294%	
B3101	891012527A	0480292350001	BYRON FIELD	1.7991%	12.5000%	Step-scale in effect (B)
B3101	891012527A	0490220320001	BYRON FIELD	0.0555%	12.5000%	
B3101	891012527A	0490289940001	BYRON FIELD	0.0004%	12.5000%	Step-scale in effect (B)
B3101	891012527A	0640449100001	BYRON FIELD	1.4999%	12.5000%	Step-scale in effect (C)
B3101	891012527A	064045662A002	BYRON FIELD	3.7382%	12.5000%	
B3101	891012527A	064045662B002	BYRON FIELD	5.5525%	12.5000%	Sliding-scale in effect (D)
B3101	891012527A	0640507780002	BYRON FIELD	10.0599%	12.5000%	Sliding-scale in effect (D)
B3101	891012527A	0640636460001	BYRON FIELD	0.5584%	12.5000%	
B3101	891012527A	0640651300001	BYRON FIELD	1.7268%	12.5000%	
B3101	891012527A	0640685760001	BYRON FIELD	0.0549%	12.5000%	Step-scale in effect (C)
B3101	891012527A	0640692940002	BYRON FIELD	0.0575%	12.5000%	
B3101	891012527A	0640721550001	BYRON FIELD	0.1269%	12.5000%	Step-scale in effect (B)
				<i>Other Leases:</i>	74.7700%	
				<i>Total For Property:</i>	25.2300%	
B4000	891000463A	0-10517	COTTONWOOD CREEK PHOSPHORIA	1.0320%	12.5000%	
B4000	891000463A	0-10937	COTTONWOOD CREEK PHOSPHORIA	1.5480%	12.5000%	
B4000	891000463A	0-10938	COTTONWOOD CREEK PHOSPHORIA	0.2580%	12.5000%	
B4000	891000463A	0-10939	COTTONWOOD CREEK PHOSPHORIA	2.0640%	12.5000%	
B4000	891000463A	0-15817	COTTONWOOD CREEK PHOSPHORIA	1.0320%	12.5000%	
B4000	891000463A	0480012650001	COTTONWOOD CREEK PHOSPHORIA	1.0228%	11.7000%	
B4000	891000463A	048003731B001	COTTONWOOD CREEK PHOSPHORIA	1.0320%	11.7000%	
B4000	891000463A	048003731C001	COTTONWOOD CREEK PHOSPHORIA	0.5160%	11.7000%	
B4000	891000463A	0480039950001	COTTONWOOD CREEK PHOSPHORIA	1.5480%	11.7000%	
B4000	891000463A	0480039960001	COTTONWOOD CREEK PHOSPHORIA	2.0641%	11.7000%	
B4000	891000463A	0480040790001	COTTONWOOD CREEK PHOSPHORIA	2.5719%	11.7000%	
B4000	891000463A	0480040820001	COTTONWOOD CREEK PHOSPHORIA	0.5160%	11.7000%	
B4000	891000463A	0480040830001	COTTONWOOD CREEK PHOSPHORIA	12.3843%	11.7000%	
B4000	891000463A	0480040840001	COTTONWOOD CREEK PHOSPHORIA	10.5584%	11.7000%	
B4000	891000463A	0480040850001	COTTONWOOD CREEK PHOSPHORIA	4.1261%	11.7000%	
B4000	891000463A	0480040860002	COTTONWOOD CREEK PHOSPHORIA	7.7402%	11.7000%	
B4000	891000463A	0480046430001	COTTONWOOD CREEK PHOSPHORIA	7.1865%	11.7000%	
B4000	891000463A	048004643A001	COTTONWOOD CREEK PHOSPHORIA	0.5160%	11.7000%	
B4000	891000463A	048004643B001	COTTONWOOD CREEK PHOSPHORIA	3.0961%	11.7000%	
B4000	891000463A	0480046450001	COTTONWOOD CREEK PHOSPHORIA	0.2580%	11.7000%	
B4000	891000463A	0480053780001	COTTONWOOD CREEK PHOSPHORIA	0.5160%	11.7000%	
B4000	891000463A	0480054060001	COTTONWOOD CREEK PHOSPHORIA	0.2580%	11.7000%	
B4000	891000463A	0480054720002	COTTONWOOD CREEK PHOSPHORIA	5.6761%	11.7000%	
B4000	891000463A	0480054910001	COTTONWOOD CREEK PHOSPHORIA	5.6761%	11.7000%	
B4000	891000463A	0480056730001	COTTONWOOD CREEK PHOSPHORIA	0.2580%	11.7000%	

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B4000	891000463A	0480056740001	COTTONWOOD CREEK PHOSPHORIA	0.2580%	11.7000%	
B4000	891000463A	0480056750001	COTTONWOOD CREEK PHOSPHORIA	0.2580%	11.7000%	
B4000	891000463A	048020846A002	COTTONWOOD CREEK PHOSPHORIA	0.5160%	11.7000%	
B4000	891000463A	048020846C002	COTTONWOOD CREEK PHOSPHORIA	0.5160%	11.7000%	
B4000	891000463A	0480209990001	COTTONWOOD CREEK PHOSPHORIA	4.1281%	11.7000%	
B4000	891000463A	0480214660001	COTTONWOOD CREEK PHOSPHORIA	0.5160%	11.7000%	
B4000	891000463A	0480214680001	COTTONWOOD CREEK PHOSPHORIA	3.0960%	11.7000%	
B4000	891000463A	0480214690002	COTTONWOOD CREEK PHOSPHORIA	3.8701%	11.7000%	
B4000	891000463A	0480217650001	COTTONWOOD CREEK PHOSPHORIA	0.5160%	11.7000%	
B4000	891000463A	062039524A001	COTTONWOOD CREEK PHOSPHORIA	1.0320%	11.7000%	
B4000	891000463A	062040123A001	COTTONWOOD CREEK PHOSPHORIA	1.0320%	11.7000%	
B4000	891000463A	0620417110001	COTTONWOOD CREEK PHOSPHORIA	6.1610%	11.7000%	
B4000	891000463A	0620417120001	COTTONWOOD CREEK PHOSPHORIA	4.1281%	11.7000%	
B4000	891000463A	0620423320001	COTTONWOOD CREEK PHOSPHORIA	0.2580%	11.7000%	
<i>Other Leases:</i>				0.2580%		
Total For Property:				99.7420%		
B5000	892000223A	0-1090/ETA	GOOSEBERRY "A"	9.0992%	12.5000%	
B5000	892000223A	064047113A001	GOOSEBERRY "A"	49.4996%	5.0000%	
B5000	892000223A	064047113B001	GOOSEBERRY "A"	1.8198%	13.1500%	Sliding-scale in effect (D)
<i>Other Leases:</i>				39.5814%		
Total For Property:				60.4186%		
B5100	892000223B	0-1090/ETB	GOOSEBERRY "B"	22.3404%	12.5000%	
B5100	892000223B	064044802A001	GOOSEBERRY "B"	72.3404%	5.0000%	
B5100	892000223B	064044802B001	GOOSEBERRY "B"	5.3192%	13.5000%	Sliding-scale in effect (D)
<i>Other Leases:</i>				0.0000%		
Total For Property:				100.0000%		
B6200	892000559C	0-2486-N Embar	OREGON BASIN - N. EMBAR	4.0545%	12.5000%	
B6200	892000559C	0480241070002	OREGON BASIN - N. EMBAR	0.1542%	12.5000%	
B6200	892000559C	0480705570002	OREGON BASIN - N. EMBAR	0.5132%	12.5000%	Step-scale in effect (B)
B6200	892000559C	0490316960001	OREGON BASIN - N. EMBAR	2.2601%	12.5000%	Sliding-scale in effect (D)
B6200	892000559C	064043965A002	OREGON BASIN - N. EMBAR	2.0528%	5.0000%	
B6200	892000559C	064043968A001	OREGON BASIN - N. EMBAR	5.6452%	5.0000%	
B6200	892000559C	064043970A001	OREGON BASIN - N. EMBAR	8.2112%	5.0000%	
B6200	892000559C	064043970B001	OREGON BASIN - N. EMBAR	9.9905%	12.5000%	Sliding-scale in effect (D)
B6200	892000559C	064044024A002	OREGON BASIN - N. EMBAR	3.5924%	5.0000%	
B6200	892000559C	064044024B001	OREGON BASIN - N. EMBAR	3.0764%	12.5000%	Sliding-scale in effect (D)
B6200	892000559C	064044036A003	OREGON BASIN - N. EMBAR	4.1056%	5.0000%	
B6200	892000559C	064044036C002	OREGON BASIN - N. EMBAR	9.6215%	5.0000%	
B6200	892000559C	064044036D001	OREGON BASIN - N. EMBAR	4.1056%	12.5000%	
B6200	892000559C	064044333A001	OREGON BASIN - N. EMBAR	2.3094%	5.0000%	
B6200	892000559C	064045087A001	OREGON BASIN - N. EMBAR	6.9282%	5.0000%	
B6200	892000559C	064045087B001	OREGON BASIN - N. EMBAR	1.7962%	12.5000%	Sliding-scale in effect (D)
B6200	892000559C	0640516890002	OREGON BASIN - N. EMBAR	13.3278%	12.5000%	Sliding-scale in effect (D)
B6200	892000559C	0640516900002	OREGON BASIN - N. EMBAR	5.1279%	12.5000%	Sliding-Scale in effect (B)
B6200	892000559C	0640726340001	OREGON BASIN - N. EMBAR	1.5396%	12.5000%	
B6200	892000559C	0640731390002	OREGON BASIN - N. EMBAR	1.3349%	12.5000%	Step-scale in effect (B)
B6200	892000559C	0640731480001	OREGON BASIN - N. EMBAR	2.0528%	12.5000%	Step-scale in effect (B)

Exhibit A: Table of MMS and State Lease Tract Allocations And Royalty Rates

Big Horn Basin -- Asphaltic Sour Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
				<i>Other Leases:</i>	8.2000%	
				<i>Total For Property:</i>	91.8000%	
B6300	892000559D	0-2486-S Embar	OREGON BASIN - S. EMBAR	0.8498%	12.5000%	
B6300	892000559D	0480241070001	OREGON BASIN - S. EMBAR	0.4792%	11.7000%	
B6300	892000559D	0490316950002	OREGON BASIN - S. EMBAR	3.9228%	5.0000%	
B6300	892000559D	0490316960003	OREGON BASIN - S. EMBAR	7.0284%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	0490316970001	OREGON BASIN - S. EMBAR	1.3076%	11.7000%	Step-scale in effect (B)
B6300	892000559D	064043966A003	OREGON BASIN - S. EMBAR	8.4994%	5.0000%	
B6300	892000559D	064044005A003	OREGON BASIN - S. EMBAR	3.2785%	5.0000%	
B6300	892000559D	064044005B001	OREGON BASIN - S. EMBAR	10.1406%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	064044006A002	OREGON BASIN - S. EMBAR	3.9243%	5.0000%	
B6300	892000559D	064044006B002	OREGON BASIN - S. EMBAR	5.8831%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	064044025A002	OREGON BASIN - S. EMBAR	0.4904%	5.0000%	
B6300	892000559D	064044025B002	OREGON BASIN - S. EMBAR	0.8173%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	064044026A002	OREGON BASIN - S. EMBAR	4.5766%	5.0000%	
B6300	892000559D	064044036B003	OREGON BASIN - S. EMBAR	0.6538%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	064044036E001	OREGON BASIN - S. EMBAR	5.2304%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	064044036F003	OREGON BASIN - S. EMBAR	2.6152%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	0640519160002	OREGON BASIN - S. EMBAR	13.0761%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	0640554530001	OREGON BASIN - S. EMBAR	3.2690%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	0640665260002	OREGON BASIN - S. EMBAR	2.6152%	11.7000%	Step-scale in effect (B)
B6300	892000559D	0640665270001	OREGON BASIN - S. EMBAR	2.6152%	11.7000%	Step-scale in effect (B)
B6300	892000559D	0640665280001	OREGON BASIN - S. EMBAR	2.6407%	11.7000%	Step-scale in effect (B)
B6300	892000559D	0640665290001	OREGON BASIN - S. EMBAR	1.9614%	11.7000%	Step-scale in effect (B)
B6300	892000559D	0640665300003	OREGON BASIN - S. EMBAR	1.3076%	11.7000%	Step-scale in effect (B)
B6300	892000559D	0640665310001	OREGON BASIN - S. EMBAR	1.9614%	11.7000%	Step-scale in effect (B)
B6300	892000559D	0640674580001	OREGON BASIN - S. EMBAR	0.4903%	5.0000%	
B6300	892000559D	0640674590001	OREGON BASIN - S. EMBAR	0.6538%	5.0000%	
B6300	892000559D	0640683530001	OREGON BASIN - S. EMBAR	0.1635%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	064068353A001	OREGON BASIN - S. EMBAR	2.4495%	11.7000%	Sliding-scale in effect (D)
B6300	892000559D	0640731380001	OREGON BASIN - S. EMBAR	1.3781%	11.7000%	Step-scale in effect (B)
B6300	892000559D	0640731400002	OREGON BASIN - S. EMBAR	0.1634%	11.7000%	Step-scale in effect (B)
B6300	892000559D	0640791110001	OREGON BASIN - S. EMBAR	0.1635%	11.7000%	
				<i>Other Leases:</i>	5.3939%	
				<i>Total For Property:</i>	94.6061%	
B6400	892000559E	064043970A002	OREGON BASIN- N MADISON PA	11.0267%	5.0000%	
B6400	892000559E	064043970B002	OREGON BASIN- N MADISON PA	1.6964%	14.0000%	Sliding-scale in effect (D)
B6400	892000559E	064044024A001	OREGON BASIN- N MADISON PA	9.3303%	5.0000%	
B6400	892000559E	064044036A001	OREGON BASIN- N MADISON PA	0.8482%	5.0000%	
B6400	892000559E	064044036C001	OREGON BASIN- N MADISON PA	5.9374%	5.0000%	
B6400	892000559E	064044333A002	OREGON BASIN- N MADISON PA	0.8482%	5.0000%	
B6400	892000559E	0640516890001	OREGON BASIN- N MADISON PA	33.8909%	14.0000%	Sliding-scale in effect (D)
B6400	892000559E	0640516900001	OREGON BASIN- N MADISON PA	15.2541%	13.0000%	Step-scale in effect (B)
				<i>Other Leases:</i>	21.1678%	
				<i>Total For Property:</i>	78.8322%	
B6500	892000559F	0490316950001	OREGON BASIN- S MADISON PA	1.2542%	5.0000%	
B6500	892000559F	0490316970006	OREGON BASIN- S MADISON PA	2.5083%	12.5000%	Step-scale in effect (B)
B6500	892000559F	064043966A002	OREGON BASIN- S MADISON PA	3.7625%	5.0000%	

Exhibit A: Table of MMS and State Lease Tract Allocations And Royalty Rates

Big Horn Basin -- Asphaltic Sour Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
B6500	892000559F	064044005A001	OREGON BASIN- S MADISON PA	7.9614%	5.0000%	
B6500	892000559F	064044006A001	OREGON BASIN- S MADISON PA	1.2558%	5.0000%	
B6500	892000559F	064044036B002	OREGON BASIN- S MADISON PA	1.6722%	12.9400%	Sliding-scale in effect (D)
B6500	892000559F	064044036F002	OREGON BASIN- S MADISON PA	1.6722%	12.5000%	Step-scale in effect (B)
B6500	892000559F	0640519160001	OREGON BASIN- S MADISON PA	31.3540%	12.9400%	Sliding-scale in effect (D)
B6500	892000559F	0640554530004	OREGON BASIN- S MADISON PA	6.6889%	12.9400%	Sliding-scale in effect (D)
B6500	892000559F	0640665260004	OREGON BASIN- S MADISON PA	6.6889%	12.5000%	Step-scale in effect (B)
B6500	892000559F	0640665270004	OREGON BASIN- S MADISON PA	6.6888%	12.5000%	Step-scale in effect (B)
B6500	892000559F	0640665280004	OREGON BASIN- S MADISON PA	6.7541%	12.5000%	Step-scale in effect (B)
B6500	892000559F	0640665290004	OREGON BASIN- S MADISON PA	5.0166%	12.5000%	Step-scale in effect (B)
B6500	892000559F	0640665300001	OREGON BASIN- S MADISON PA	3.3445%	12.5000%	Step-scale in effect (B)
<i>Other Leases:</i>				13.3776%		
<i>Total For Property:</i>				86.6224%		
B7201	0480040840	0480040840002	COTTONWOOD CREEK	100.0000%	12.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
B7230	0620400270	0620400270001	MURPHY DOME - SHAD	100.0000%	11.7000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
B7237	0640639220	0640639220001	MORRISON-WEADICK HALF MOON	100.0000%	12.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
B7238	0640686650	0640686650001	LITTLE SAND DRAW-NELSON GS	100.0000%	12.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
B7276	8920004390	0-1875MD	ELK BASIN MADISON	1.3597%	12.5000%	
B7276	8920004390	0480057170002	ELK BASIN MADISON	0.4463%	12.5000%	Step-scale in effect (B)
B7276	8920004390	0640441840002	ELK BASIN MADISON	4.6605%	12.5000%	
B7276	8920004390	064044186A003	ELK BASIN MADISON	3.6260%	5.0000%	
B7276	8920004390	064044186B002	ELK BASIN MADISON	3.6260%	12.5000%	
B7276	8920004390	0640441890003	ELK BASIN MADISON	5.6656%	12.5000%	Sliding-scale in effect (D)
B7276	8920004390	064044379A002	ELK BASIN MADISON	3.6259%	5.0000%	
B7276	8920004390	064044379B001	ELK BASIN MADISON	0.9065%	12.5000%	Sliding-scale in effect (D)
B7276	8920004390	0640450690002	ELK BASIN MADISON	2.9461%	12.5000%	
B7276	8920004390	0640451940001	ELK BASIN MADISON	2.2418%	5.0000%	
B7276	8920004390	0640452700002	ELK BASIN MADISON	1.3597%	12.5000%	Step-scale in effect (B)
B7276	8920004390	0640639930001	ELK BASIN MADISON	0.9065%	12.5000%	
B7276	8920004390	0640642390001	ELK BASIN MADISON	0.1700%	12.5000%	
B7276	8920004390	0640642490002	ELK BASIN MADISON	0.9065%	12.5000%	Step-scale in effect (B)
B7276	8920004390	0640665720002	ELK BASIN MADISON	0.6799%	12.5000%	
B7276	8920004390	0640668500002	ELK BASIN MADISON	1.4293%	12.5000%	Step-scale in effect (B)
B7276	8920004390	0640686120002	ELK BASIN MADISON	0.7932%	12.5000%	Step-scale in effect (B)
B7276	8920004390	0640686130003	ELK BASIN MADISON	2.4362%	12.5000%	Step-scale in effect (B)
B7276	8920004390	0640686140001	ELK BASIN MADISON	1.3597%	12.5000%	Step-scale in effect (B)
<i>Other Leases:</i>				60.8546%		
<i>Total For Property:</i>				39.1454%		

Exhibit A: Table of MMS and State Lease Tract Allocations And Royalty Rates

Big Horn Basin -- Asphaltic Sour Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
B7277	892000439A	0-1875E	ELK BASIN EMBAR-TENSLEEP	1.2553%	12.5000%	
B7277	892000439A	0480057170003	ELK BASIN EMBAR-TENSLEEP	0.9319%	12.5000%	Step-scale in effect (B)
B7277	892000439A	0640441840001	ELK BASIN EMBAR-TENSLEEP	4.9846%	12.5000%	Step-scale in effect (B)
B7277	892000439A	0640441840004	ELK BASIN EMBAR-TENSLEEP	0.8738%	12.5000%	
B7277	892000439A	064044186A001	ELK BASIN EMBAR-TENSLEEP	2.5107%	5.0000%	
B7277	892000439A	064044186B001	ELK BASIN EMBAR-TENSLEEP	2.5107%	13.3000%	Sliding-scale in effect (D)
B7277	892000439A	0640441890001	ELK BASIN EMBAR-TENSLEEP	5.0214%	13.3000%	Sliding-scale in effect (D)
B7277	892000439A	064044379A001	ELK BASIN EMBAR-TENSLEEP	2.5107%	5.0000%	
B7277	892000439A	064044379B002	ELK BASIN EMBAR-TENSLEEP	0.7845%	13.3000%	Sliding-scale in effect (D)
B7277	892000439A	0640450690003	ELK BASIN EMBAR-TENSLEEP	1.5691%	12.5000%	
B7277	892000439A	0640450690004	ELK BASIN EMBAR-TENSLEEP	5.9629%	12.5000%	
B7277	892000439A	0640451940002	ELK BASIN EMBAR-TENSLEEP	2.4919%	5.0000%	
B7277	892000439A	0640452700001	ELK BASIN EMBAR-TENSLEEP	1.4123%	12.5000%	Step-scale in effect (B)
B7277	892000439A	0640639930002	ELK BASIN EMBAR-TENSLEEP	0.7846%	12.5000%	Step-scale in effect (B)
B7277	892000439A	0640642390002	ELK BASIN EMBAR-TENSLEEP	1.0984%	12.5000%	
B7277	892000439A	0640642390003	ELK BASIN EMBAR-TENSLEEP	3.7268%	12.5000%	
B7277	892000439A	0640642490003	ELK BASIN EMBAR-TENSLEEP	0.6277%	12.5000%	Step-scale in effect (B)
B7277	892000439A	0640655800001	ELK BASIN EMBAR-TENSLEEP	0.4663%	12.5000%	
B7277	892000439A	0640657110001	ELK BASIN EMBAR-TENSLEEP	0.5225%	12.5000%	
B7277	892000439A	0640665720001	ELK BASIN EMBAR-TENSLEEP	0.9415%	12.5000%	Step-scale in effect (B)
B7277	892000439A	0640668500001	ELK BASIN EMBAR-TENSLEEP	0.9897%	12.5000%	
B7277	892000439A	0640686120001	ELK BASIN EMBAR-TENSLEEP	0.6276%	12.5000%	Step-scale in effect (B)
B7277	892000439A	0640686130001	ELK BASIN EMBAR-TENSLEEP	1.6869%	12.5000%	Step-scale in effect (B)
B7277	892000439A	0640686140002	ELK BASIN EMBAR-TENSLEEP	1.2553%	12.5000%	Step-scale in effect (B)
B7277	892000439A	71-19369	ELK BASIN EMBAR-TENSLEEP	3.4522%	12.5000%	
B7277	892000439A	71-19370	ELK BASIN EMBAR-TENSLEEP	0.4184%	12.5000%	
<i>Other Leases:</i>				50.5823%		
<i>Total For Property:</i>				49.4177%		

Exhibit A: Table of MMS and State Lease Tract Allocations And Royalty Rates

Powder River Basin -- General Sour Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
PSR0400	W 115090X	0490503610002	ALPHA (MINNELUSA)	71.8458%	12.5000%	
PSR0400	W 115090X	0491048890001	ALPHA (MINNELUSA)	0.0001%	12.5000%	Step-scale in effect (B)
PSR0400	W 115090X	0491183230001	ALPHA (MINNELUSA)	0.0869%	12.5000%	
PSR0400	W 115090X	84-867/M2	ALPHA (MINNELUSA)	3.7501%	16.6700%	
				<i>Other Leases:</i>	24.3171%	
				<i>Total For Property:</i>	75.6829%	
PSR0700	W 125233X	0490774290002	CAMBRIDGE (MINN. UPPER "B" SAND)	74.1893%	12.5000%	
PSR0700	W 125233X	0491157770002	CAMBRIDGE (MINN. UPPER "B" SAND)	16.1124%	12.5000%	
PSR0700	W 125233X	0491203860001	CAMBRIDGE (MINN. UPPER "B" SAND)	2.5484%	12.5000%	
PSR0700	W 125233X	0491270940001	CAMBRIDGE (MINN. UPPER "B" SAND)	2.0315%	12.5000%	
				<i>Other Leases:</i>	5.1184%	
				<i>Total For Property:</i>	94.8816%	
PSR0750	048046410E	048046410E001	CAMP CREEK, FED #1.2.4	100.0000%	12.5000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR1400	W 109088X	0490457160002	DRY GULCH MINNELUSA	0.1487%	12.5000%	
PSR1400	W 109088X	0490592390004	DRY GULCH MINNELUSA	41.3418%	12.5000%	
PSR1400	W 109088X	0490595970001	DRY GULCH MINNELUSA	0.4388%	12.5000%	
PSR1400	W 109088X	0490630420003	DRY GULCH MINNELUSA	57.6799%	12.5000%	
				<i>Other Leases:</i>	0.3908%	
				<i>Total For Property:</i>	99.6092%	
PSR1500	W 115054X	0490805280001	FALCON RIDGE	0.3262%	12.5000%	
PSR1500	W 115054X	0490834190002	FALCON RIDGE	19.8030%	12.5000%	
PSR1500	W 115054X	80-290/M2	FALCON RIDGE	62.4167%	12.5000%	
				<i>Other Leases:</i>	17.4541%	
				<i>Total For Property:</i>	82.5459%	
PSR1800	W 123878X	0490679710003	INDIAN TREE (MINN "A" SANDS)	37.9720%	12.5000%	
PSR1800	W 123878X	0490797200003	INDIAN TREE (MINN "A" SANDS)	18.3981%	12.5000%	
PSR1800	W 123878X	0490841560001	INDIAN TREE (MINN "A" SANDS)	1.4546%	12.5000%	
PSR1800	W 123878X	0490880060002	INDIAN TREE (MINN "A" SANDS)	26.1647%	12.5000%	Step-scale in effect (B)
PSR1800	W 123878X	0491144250002	INDIAN TREE (MINN "A" SANDS)	13.6976%	12.5000%	
PSR1800	W 123878X	0491170940001	INDIAN TREE (MINN "A" SANDS)	1.4549%	12.5000%	Step-scale in effect (B)
PSR1800	W 123878X	0491256590001	INDIAN TREE (MINN "A" SANDS)	0.8581%	12.5000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR1950	8910086440	0480193090001	LITTLE MITCHELL CREEK AGREEMENT	12.3276%	12.5000%	
PSR1950	8910086440	0480193090001	LITTLE MITCHELL CREEK AGREEMENT	9.2589%	12.5000%	
PSR1950	8910086440	0483135920001	LITTLE MITCHELL CREEK AGREEMENT	63.2232%	12.5000%	
PSR1950	8910086440	0483135930001	LITTLE MITCHELL CREEK AGREEMENT	15.1903%	12.5000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR2300	W 119637X	0490446070003	N. BREAKS (MINN B)	100.0000%	12.5000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR2400	8910209840	0490010930001	POWNALL RANCH	5.7736%	12.5000%	

Exhibit A: Table of MMS and State Lease Tract Allocations And Royalty Rates

Powder River Basin -- General Sour Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
PSR2400	8910209840	0490024760001	POWNALL RANCH	30.9924%	12.5000%	
PSR2400	8910209840	0490183570001	POWNALL RANCH	16.1564%	12.5000%	
PSR2400	8910209840	0490296388001	POWNALL RANCH	6.2154%	12.5000%	
PSR2400	8910209840	049033305A001	POWNALL RANCH	40.5031%	12.5000%	
PSR2400	8910209840	0490441690001	POWNALL RANCH	0.1537%	12.5000%	
PSR2400	8910209840	0490503740001	POWNALL RANCH	0.0108%	12.5000%	
PSR2400	8910209840	0490676730001	POWNALL RANCH	0.0649%	12.5000%	
PSR2400	8910209840	0490724240002	POWNALL RANCH	0.0973%	12.5000%	Step-scale in effect (B)
PSR2400	8910209840	0490801850001	POWNALL RANCH	0.0324%	12.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
PSR3700	W 115064X	0490909550002	WINTER DRAW MNLS SEC.REC.	19.8492%	13.0000%	Step-scale in effect (B)
PSR3700	W 115064X	0490999080002	WINTER DRAW MNLS SEC.REC.	20.1065%	12.5000%	
PSR3700	W 115064X	0491029430002	WINTER DRAW MNLS SEC.REC.	7.2621%	12.5000%	Step-scale in effect (B)
PSR3700	W 115064X	0491062800001	WINTER DRAW MNLS SEC.REC.	1.0462%	12.5000%	Step-scale in effect (B)
PSR3700	W 115064X	0491137030002	WINTER DRAW MNLS SEC.REC.	16.2296%	12.5000%	
<i>Other Leases:</i>				35.5064%		
<i>Total For Property:</i>				64.4936%		
PSR3800	W 115093X	049027042A002	WOLF DRAW (SEC REC)	1.5088%	12.5000%	
PSR3800	W 115093X	0491077270001	WOLF DRAW (SEC REC)	3.0266%	12.5000%	
PSR3800	W 115093X	0491082260001	WOLF DRAW (SEC REC)	1.1538%	12.5000%	
PSR3800	W 115093X	0491117290001	WOLF DRAW (SEC REC)	2.0545%	12.5000%	
PSR3800	W 115093X	0491117850002	WOLF DRAW (SEC REC)	92.2563%	12.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
PSR4000	801000312B	0-570	SALT CREEK (LOU). WALL CREEK 2ND	3.8656%	25.0000%	
PSR4000	801000312B	801000312B001	SALT CREEK (LOU). WALL CREEK 2ND	96.1344%	3.7000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
PSR6700	State/Fee unit 4	78-703	WEST MORAN	27.0616%	12.5000%	
PSR6700	State/Fee unit 4	82-839	WEST MORAN	23.8649%	16.6667%	
PSR6700	State/Fee unit 4	87-265	WEST MORAN	0.9269%	16.6667%	
<i>Other Leases:</i>				48.1466%		
<i>Total For Property:</i>				51.8534%		
PSR7100	66-15021/M1	66-15021/M1	EAST SANDBAR	100.0000%	12.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
PSR8100	W 125240X	0491272120001	NORTH SLATTERY "A" SAND	19.8620%	12.5000%	
PSR8100	W 125240X	0620408850002	NORTH SLATTERY "A" SAND	41.8390%	12.5000%	
<i>Other Leases:</i>				38.2990%		
<i>Total For Property:</i>				61.7010%		
PSR8600	W 135349X	0-23071	SOUTH SLATTERY	8.2000%	12.5000%	
PSR8600	W 135349X	0491253350002	SOUTH SLATTERY	6.2000%	12.5000%	
PSR8600	W 135349X	0620412740010	SOUTH SLATTERY	30.9000%	12.5000%	
PSR8600	W 135349X	62-20723A	SOUTH SLATTERY	21.9000%	12.5000%	

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Powder River Basin -- General Sour Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
				<i>Other Leases:</i>	32.8000%	
				<i>Total For Property:</i>	67.2000%	
PSR9000	0491091550	0491091550001	WEST GIBBS	100.0000%	5.3000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR9122	0491416500	0491416500001	TREND FED 7-1, 7-4	100.0000%	12.5000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR9127	801000312A	801000312A001	SALT CREEK - TENSLEEP	100.0000%	11.7000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR9169	W 119861X	0491077260002	PRONG CRK WEST (MINN)	29.6730%	12.5000%	
PSR9169	W 119861X	0491085300002	PRONG CRK WEST (MINN)	40.9460%	12.5000%	
				<i>Other Leases:</i>	29.3810%	
				<i>Total For Property:</i>	70.6190%	
PSR9182	W 140473X	0491144060002	TROUT POND MINNELUSA B SAND	40.4230%	12.5000%	
PSR9182	W 140473X	0501027920001	TROUT POND MINNELUSA B SAND	35.3450%	12.5000%	
PSR9182	W 140473X	0501409340001	TROUT POND MINNELUSA B SAND	2.0010%	12.5000%	
				<i>Other Leases:</i>	22.2310%	
				<i>Total For Property:</i>	77.7690%	
PSR9183	W 148329X	0491116220002	GLENN (MINNELUSA LOWER B SANDSTONE)	52.4413%	12.5000%	
PSR9183	W 148329X	0491289640002	GLENN (MINNELUSA LOWER B SANDSTONE)	47.5587%	12.5000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR9200	892000537U	0-2045/TA	SUSSEX TENSLEEP AMSDEN AB	14.4550%	12.5000%	
PSR9200	892000537U	0-2046/TA	SUSSEX TENSLEEP AMSDEN AB	12.1236%	12.5000%	
PSR9200	892000537U	0620375070013	SUSSEX TENSLEEP AMSDEN AB	18.3989%	12.5000%	
PSR9200	892000537U	0620415770011	SUSSEX TENSLEEP AMSDEN AB	23.3146%	12.5000%	
PSR9200	892000537U	0620415780006	SUSSEX TENSLEEP AMSDEN AB	6.9944%	12.5000%	
				<i>Other Leases:</i>	24.7135%	
				<i>Total For Property:</i>	75.2865%	
PSR9217	0490550500	0490550500001	RODRIGUEZ 21-2	100.0000%	12.5000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	
PSR9219	W 141479X	0491068210002	TANNER (MINN UPPER B) UNIT	49.4943%	12.5000%	
PSR9219	W 141479X	0491077480002	TANNER (MINN UPPER B) UNIT	46.7201%	12.5000%	
PSR9219	W 141479X	0491448890001	TANNER (MINN UPPER B) UNIT	0.5194%	12.5000%	
				<i>Other Leases:</i>	3.2662%	
				<i>Total For Property:</i>	96.7338%	
PSR9223	W 143300	0491285180003	AMMO FED #1 WOLF DRAW FIELD	50.2946%	12.5000%	
PSR9223	W 143300	0491401230001	AMMO FED #1 WOLF DRAW FIELD	49.7054%	12.5000%	
				<i>Other Leases:</i>	0.0000%	
				<i>Total For Property:</i>	100.0000%	

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Powder River Basin -- General Sour Crude

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PSR9310	W 148363X	0491498280001	TRUE GRIT (MINNELUSA C SAND)	72.9471%	12.5000%	
PSR9310	W 148363X	0491498290001	TRUE GRIT (MINNELUSA C SAND)	27.0529%	12.5000%	
<i>Other Leases:</i>				0.0000%		
<i>Total For Property:</i>				100.0000%		
PSW0700	8910210760	0482666410004	CULP DRAW SHANNON B	0.1339%	11.7000%	
PSW0700	8910210760	0482666420003	CULP DRAW SHANNON B	0.1522%	11.7000%	
PSW0700	8910210760	0482666430003	CULP DRAW SHANNON B	3.2438%	11.7000%	
PSW0700	8910210760	0482666500002	CULP DRAW SHANNON B	3.1260%	11.7000%	
PSW0700	8910210760	0482666510003	CULP DRAW SHANNON B	9.3221%	11.7000%	
PSW0700	8910210760	0482666530003	CULP DRAW SHANNON B	2.2062%	11.7000%	
PSW0700	8910210760	048319344A002	CULP DRAW SHANNON B	2.6693%	11.7000%	
PSW0700	8910210760	0490065420002	CULP DRAW SHANNON B	0.5163%	11.7000%	
PSW0700	8910210760	0490160660002	CULP DRAW SHANNON B	2.5890%	11.7000%	
PSW0700	8910210760	0490183770003	CULP DRAW SHANNON B	2.0689%	11.7000%	
PSW0700	8910210760	0490202880002	CULP DRAW SHANNON B	2.0689%	11.7000%	
PSW0700	8910210760	0490212200002	CULP DRAW SHANNON B	2.6716%	11.7000%	
PSW0700	8910210760	0490212210001	CULP DRAW SHANNON B	0.4904%	11.7000%	
PSW0700	8910210760	0490395810002	CULP DRAW SHANNON B	1.2774%	11.7000%	
PSW0700	8910210760	0490406340002	CULP DRAW SHANNON B	0.0047%	11.7000%	
PSW0700	8910210760	0490414730006	CULP DRAW SHANNON B	6.0584%	11.7000%	
PSW0700	8910210760	0490724550005	CULP DRAW SHANNON B	11.6287%	11.7000%	
PSW0700	8910210760	0490724620001	CULP DRAW SHANNON B	0.0047%	11.7000%	
PSW0700	8910210760	0490724710001	CULP DRAW SHANNON B	2.5702%	11.7000%	
PSW0700	8910210760	0490853590002	CULP DRAW SHANNON B	6.1960%	11.7000%	
PSW0700	8910210760	0490853600002	CULP DRAW SHANNON B	9.9370%	11.7000%	
PSW0700	8910210760	0490853610001	CULP DRAW SHANNON B	6.2063%	11.7000%	
PSW0700	8910210760	0491123710001	CULP DRAW SHANNON B	0.1129%	11.7000%	
PSW0700	8910210760	0491123800001	CULP DRAW SHANNON B	0.1542%	11.7000%	
PSW0700	8910210760	0491152320001	CULP DRAW SHANNON B	0.0246%	11.7000%	
PSW0700	8910210760	63-13559	CULP DRAW SHANNON B	5.6904%	12.5000%	
PSW0700	8910210760	64-10921	CULP DRAW SHANNON B	2.2230%	12.5000%	
PSW0700	8910210760	68-30538	CULP DRAW SHANNON B	0.6702%	12.5000%	
PSW0700	8910210760	68-37394	CULP DRAW SHANNON B	1.0326%	12.5000%	
PSW0700	8910210760	73-39149	CULP DRAW SHANNON B	7.4605%	12.5000%	
<i>Other Leases:</i>				7.4895%		
<i>Total For Property:</i>				92.5105%		
PSW1300	8910194240	0483092570001	HARTZOG DRAW	0.1572%	12.5000%	
PSW1300	8910194240	0483147860008	HARTZOG DRAW	3.8378%	12.5000%	
PSW1300	8910194240	0490031030001	HARTZOG DRAW	0.9018%	12.5000%	
PSW1300	8910194240	0490040730003	HARTZOG DRAW	0.2825%	12.5000%	
PSW1300	8910194240	049004073A001	HARTZOG DRAW	0.0919%	12.5000%	
PSW1300	8910194240	049004073B001	HARTZOG DRAW	1.3880%	12.5000%	
PSW1300	8910194240	0490059550001	HARTZOG DRAW	0.1656%	12.5000%	
PSW1300	8910194240	0490165790001	HARTZOG DRAW	0.0360%	12.5000%	
PSW1300	8910194240	0490165800002	HARTZOG DRAW	0.1605%	12.5000%	
PSW1300	8910194240	0490189250001	HARTZOG DRAW	0.3514%	12.5000%	
PSW1300	8910194240	049018925A001	HARTZOG DRAW	0.4631%	12.5000%	
PSW1300	8910194240	0490202900001	HARTZOG DRAW	0.0001%	12.5000%	

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<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
PSW1300	8910194240	0490202910001	HARTZOG DRAW	0.1372%	12.5000%	
PSW1300	8910194240	0490313250001	HARTZOG DRAW	0.0088%	12.5000%	
PSW1300	8910194240	0490357550001	HARTZOG DRAW	0.8637%	12.5000%	
PSW1300	8910194240	0490357560001	HARTZOG DRAW	0.3188%	12.5000%	
PSW1300	8910194240	0490357570001	HARTZOG DRAW	0.6563%	12.5000%	
PSW1300	8910194240	0490361970001	HARTZOG DRAW	0.4622%	12.5000%	
PSW1300	8910194240	0490366910001	HARTZOG DRAW	7.5268%	12.5000%	
PSW1300	8910194240	0490391780001	HARTZOG DRAW	7.0794%	12.5000%	
PSW1300	8910194240	0490391790001	HARTZOG DRAW	0.4048%	12.5000%	
PSW1300	8910194240	0490403990001	HARTZOG DRAW	0.0139%	12.5000%	
PSW1300	8910194240	0490404000001	HARTZOG DRAW	0.0002%	12.5000%	
PSW1300	8910194240	0490406350001	HARTZOG DRAW	0.0052%	12.5000%	
PSW1300	8910194240	0490408060002	HARTZOG DRAW	2.5905%	12.5000%	
PSW1300	8910194240	0490414880001	HARTZOG DRAW	0.2212%	12.5000%	
PSW1300	8910194240	049042088A001	HARTZOG DRAW	0.0693%	12.5000%	
PSW1300	8910194240	0490420940007	HARTZOG DRAW	7.2207%	12.5000%	
PSW1300	8910194240	0490425930001	HARTZOG DRAW	0.0333%	12.5000%	
PSW1300	8910194240	0490425950001	HARTZOG DRAW	0.3627%	12.5000%	
PSW1300	8910194240	0490426070001	HARTZOG DRAW	2.5949%	12.5000%	
PSW1300	8910194240	0490426080001	HARTZOG DRAW	2.8030%	12.5000%	
PSW1300	8910194240	0490426090001	HARTZOG DRAW	2.1282%	12.5000%	
PSW1300	8910194240	0490426100001	HARTZOG DRAW	3.9167%	12.5000%	
PSW1300	8910194240	0490426220001	HARTZOG DRAW	0.4573%	12.5000%	
PSW1300	8910194240	0490436850001	HARTZOG DRAW	1.4704%	12.5000%	
PSW1300	8910194240	0490446280001	HARTZOG DRAW	0.0004%	12.5000%	
PSW1300	8910194240	0490468670001	HARTZOG DRAW	1.8507%	12.5000%	
PSW1300	8910194240	0490473180001	HARTZOG DRAW	2.7211%	12.5000%	
PSW1300	8910194240	0490480000001	HARTZOG DRAW	2.2527%	12.5000%	
PSW1300	8910194240	0490480010001	HARTZOG DRAW	2.7756%	12.5000%	
PSW1300	8910194240	0490480090001	HARTZOG DRAW	1.3233%	12.5000%	
PSW1300	8910194240	0490487040001	HARTZOG DRAW	0.1561%	12.5000%	
PSW1300	8910194240	0490491750001	HARTZOG DRAW	0.0865%	12.5000%	
PSW1300	8910194240	0490503940001	HARTZOG DRAW	4.1048%	12.5000%	
PSW1300	8910194240	0490503950001	HARTZOG DRAW	0.7123%	12.5000%	
PSW1300	8910194240	0490507470001	HARTZOG DRAW	0.1284%	12.5000%	
PSW1300	8910194240	0490517030002	HARTZOG DRAW	0.4691%	12.5000%	
PSW1300	8910194240	0490517040001	HARTZOG DRAW	2.6787%	12.5000%	
PSW1300	8910194240	0490517050001	HARTZOG DRAW	0.4615%	12.5000%	
PSW1300	8910194240	0490526140001	HARTZOG DRAW	0.0007%	12.5000%	
PSW1300	8910194240	0490532370001	HARTZOG DRAW	0.0125%	12.5000%	
PSW1300	8910194240	0490569480001	HARTZOG DRAW	0.0001%	12.5000%	
PSW1300	8910194240	0490569520001	HARTZOG DRAW	1.6789%	12.5000%	
PSW1300	8910194240	0490596140002	HARTZOG DRAW	0.0245%	12.5000%	
PSW1300	8910194240	0490664080001	HARTZOG DRAW	0.0001%	12.5000%	
PSW1300	8910194240	0490685280001	HARTZOG DRAW	0.0024%	12.5000%	Step-scale in effect (B)
PSW1300	8910194240	0490718600001	HARTZOG DRAW	0.0056%	12.5000%	Step-scale in effect (B)
PSW1300	8910194240	0490741600001	HARTZOG DRAW	0.0004%	12.5000%	Step-scale in effect (B)
PSW1300	8910194240	67-18841	HARTZOG DRAW	0.0971%	12.5000%	
PSW1300	8910194240	68-2602	HARTZOG DRAW	0.6719%	12.5000%	

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<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
PSW1300	8910194240	69-7848	HARTZOG DRAW	0.5621%	12.5000%	
PSW1300	8910194240	72-1498	HARTZOG DRAW	1.1276%	12.5000%	
PSW1300	8910194240	72-24337	HARTZOG DRAW	0.0609%	12.5000%	
PSW1300	8910194240	72-24934B	HARTZOG DRAW	0.0008%	12.5000%	
PSW1300	8910194240	78-1019	HARTZOG DRAW	0.0019%	12.5000%	
				<i>Other Leases:</i>	26.8500%	
				<i>Total For Property:</i>	73.1500%	
PSW1601	84687U9690	0481034110008	HOUSE CREEK(SUSSEX)	2.0809%	6.1000%	
PSW1601	84687U9690	0481438200007	HOUSE CREEK(SUSSEX)	5.4805%	6.1000%	
PSW1601	84687U9690	0481481070005	HOUSE CREEK(SUSSEX)	2.7110%	6.1000%	
PSW1601	84687U9690	0481959020002	HOUSE CREEK(SUSSEX)	0.4076%	6.1000%	
PSW1601	84687U9690	0481973880004	HOUSE CREEK(SUSSEX)	1.4170%	6.1000%	
PSW1601	84687U9690	048202988B005	HOUSE CREEK(SUSSEX)	1.4886%	6.1000%	
PSW1601	84687U9690	0482417940003	HOUSE CREEK(SUSSEX)	1.3948%	6.1000%	
PSW1601	84687U9690	048241794A002	HOUSE CREEK(SUSSEX)	0.1506%	6.1000%	
PSW1601	84687U9690	0482417970006	HOUSE CREEK(SUSSEX)	0.7652%	6.1000%	
PSW1601	84687U9690	0482417980008	HOUSE CREEK(SUSSEX)	1.2400%	6.1000%	
PSW1601	84687U9690	0482873990002	HOUSE CREEK(SUSSEX)	0.5755%	6.1000%	
PSW1601	84687U9690	0482970270002	HOUSE CREEK(SUSSEX)	0.1066%	6.1000%	
PSW1601	84687U9690	0483113860003	HOUSE CREEK(SUSSEX)	0.3350%	6.1000%	
PSW1601	84687U9690	0483131820002	HOUSE CREEK(SUSSEX)	0.3645%	6.1000%	
PSW1601	84687U9690	048313182A010	HOUSE CREEK(SUSSEX)	3.6175%	6.1000%	
PSW1601	84687U9690	0483168980004	HOUSE CREEK(SUSSEX)	3.2304%	6.1000%	
PSW1601	84687U9690	0483169060002	HOUSE CREEK(SUSSEX)	0.5605%	6.1000%	
PSW1601	84687U9690	0483236880006	HOUSE CREEK(SUSSEX)	1.9641%	6.1000%	
PSW1601	84687U9690	0483254740011	HOUSE CREEK(SUSSEX)	1.7629%	6.1000%	
PSW1601	84687U9690	048325478B002	HOUSE CREEK(SUSSEX)	2.2518%	6.1000%	
PSW1601	84687U9690	0490040650003	HOUSE CREEK(SUSSEX)	0.2096%	6.1000%	
PSW1601	84687U9690	0490070830004	HOUSE CREEK(SUSSEX)	0.8703%	6.1000%	
PSW1601	84687U9690	0490093830003	HOUSE CREEK(SUSSEX)	1.2907%	6.1000%	
PSW1601	84687U9690	0490139460017	HOUSE CREEK(SUSSEX)	9.7719%	6.1000%	
PSW1601	84687U9690	0490155730014	HOUSE CREEK(SUSSEX)	3.2251%	6.1000%	
PSW1601	84687U9690	0490155740014	HOUSE CREEK(SUSSEX)	2.6741%	6.1000%	
PSW1601	84687U9690	0490302270002	HOUSE CREEK(SUSSEX)	0.0717%	6.1000%	
PSW1601	84687U9690	0490307480002	HOUSE CREEK(SUSSEX)	0.1584%	6.1000%	
PSW1601	84687U9690	0490328250003	HOUSE CREEK(SUSSEX)	0.4765%	6.1000%	
PSW1601	84687U9690	0490328260006	HOUSE CREEK(SUSSEX)	1.1120%	6.1000%	
PSW1601	84687U9690	0490338010002	HOUSE CREEK(SUSSEX)	0.1762%	6.1000%	
PSW1601	84687U9690	0490366750002	HOUSE CREEK(SUSSEX)	0.2240%	6.1000%	
PSW1601	84687U9690	0490604100001	HOUSE CREEK(SUSSEX)	0.0415%	6.1000%	
PSW1601	84687U9690	0490700560001	HOUSE CREEK(SUSSEX)	0.0145%	6.1000%	
PSW1601	84687U9690	0490803210004	HOUSE CREEK(SUSSEX)	0.8091%	6.1000%	
PSW1601	84687U9690	0490805390001	HOUSE CREEK(SUSSEX)	0.1094%	6.1000%	
PSW1601	84687U9690	0490848940001	HOUSE CREEK(SUSSEX)	0.0005%	6.1000%	
PSW1601	84687U9690	0490957270001	HOUSE CREEK(SUSSEX)	0.0044%	6.1000%	
PSW1601	84687U9690	0490975240001	HOUSE CREEK(SUSSEX)	0.0506%	6.1000%	
PSW1601	84687U9690	0491049170001	HOUSE CREEK(SUSSEX)	0.0373%	6.1000%	
PSW1601	84687U9690	0491072470001	HOUSE CREEK(SUSSEX)	0.5587%	6.1000%	
PSW1601	84687U9690	0491110810001	HOUSE CREEK(SUSSEX)	0.0415%	6.1000%	

Exhibit A: Table of MMS and State Lease Tract Allocations And Royalty Rates

Powder River Basin -- Sweet Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
PSW1601	84687U9690	0491151890001	HOUSE CREEK(SUSSEX)	0.0060%	6.1000%	
PSW1601	84687U9690	0491250090001	HOUSE CREEK(SUSSEX)	0.0008%	6.1000%	
PSW1601	84687U9690	67-10230	HOUSE CREEK(SUSSEX)	2.8625%	12.5000%	
PSW1601	84687U9690	67-10230A	HOUSE CREEK(SUSSEX)	1.1726%	12.5000%	
PSW1601	84687U9690	68-1319	HOUSE CREEK(SUSSEX)	1.6612%	12.5000%	
PSW1601	84687U9690	68-1319A	HOUSE CREEK(SUSSEX)	3.1736%	12.5000%	
PSW1601	84687U9690	79-162	HOUSE CREEK(SUSSEX)	0.0492%	12.5000%	
<i>Other Leases:</i>				37.2410%		
<i>Total For Property:</i>				62.7590%		
PSW1900	W 106652X	0490047640005	N BUCK DRAW (DAKOTA)	16.6747%	12.5000%	
PSW1900	W 106652X	0490468570004	N BUCK DRAW (DAKOTA)	0.5271%	12.5000%	
PSW1900	W 106652X	0490579250003	N BUCK DRAW (DAKOTA)	0.6332%	12.5000%	
PSW1900	W 106652X	0490589260007	N BUCK DRAW (DAKOTA)	5.5466%	12.5000%	
PSW1900	W 106652X	0490589270006	N BUCK DRAW (DAKOTA)	2.9588%	12.5000%	
PSW1900	W 106652X	0490596010003	N BUCK DRAW (DAKOTA)	2.5079%	12.5000%	
PSW1900	W 106652X	0490651800002	N BUCK DRAW (DAKOTA)	0.2546%	12.5000%	
PSW1900	W 106652X	0490674020002	N BUCK DRAW (DAKOTA)	0.6332%	12.5000%	
PSW1900	W 106652X	0490676910011	N BUCK DRAW (DAKOTA)	3.4031%	12.5000%	
PSW1900	W 106652X	0490683330003	N BUCK DRAW (DAKOTA)	1.9769%	12.5000%	
PSW1900	W 106652X	0490720510008	N BUCK DRAW (DAKOTA)	16.8435%	12.5000%	
PSW1900	W 106652X	0490778420002	N BUCK DRAW (DAKOTA)	0.4125%	15.0000%	Step-scale in effect (B)
PSW1900	W 106652X	0490860990004	N BUCK DRAW (DAKOTA)	0.6396%	15.0000%	Step-scale in effect (B)
PSW1900	W 106652X	0490863000002	N BUCK DRAW (DAKOTA)	0.8574%	15.0000%	Step-scale in effect (B)
PSW1900	W 106652X	0490891780004	N BUCK DRAW (DAKOTA)	0.5313%	15.0000%	Step-scale in effect (B)
PSW1900	W 106652X	0491116030002	N BUCK DRAW (DAKOTA)	0.0178%	12.5000%	
PSW1900	W 106652X	0491116060001	N BUCK DRAW (DAKOTA)	0.2063%	12.5000%	
PSW1900	W 106652X	0491116070001	N BUCK DRAW (DAKOTA)	0.2062%	12.5000%	
PSW1900	W 106652X	67-18806	N BUCK DRAW (DAKOTA)	7.0503%	12.5000%	
<i>Other Leases:</i>				38.1190%		
<i>Total For Property:</i>				61.8810%		
PSW4479	8910210470	0482944680004	POWELL PRESS. MAINT. BOSWELL FED	4.6204%	12.5000%	
PSW4479	8910210470	0483103860004	POWELL PRESS. MAINT. BOSWELL FED	0.2820%	12.5000%	
PSW4479	8910210470	0483126200002	POWELL PRESS. MAINT. BOSWELL FED	1.0630%	12.5000%	
PSW4479	8910210470	048313304A002	POWELL PRESS. MAINT. BOSWELL FED	0.4877%	12.5000%	
PSW4479	8910210470	048314383A001	POWELL PRESS. MAINT. BOSWELL FED	0.6726%	12.5000%	
PSW4479	8910210470	048314383B003	POWELL PRESS. MAINT. BOSWELL FED	2.2835%	12.5000%	
PSW4479	8910210470	048314384A002	POWELL PRESS. MAINT. BOSWELL FED	1.0539%	12.5000%	
PSW4479	8910210470	0483143850003	POWELL PRESS. MAINT. BOSWELL FED	0.0717%	12.5000%	
PSW4479	8910210470	048314385A003	POWELL PRESS. MAINT. BOSWELL FED	1.4052%	12.5000%	
PSW4479	8910210470	0483187610001	POWELL PRESS. MAINT. BOSWELL FED	0.4035%	12.5000%	
PSW4479	8910210470	0483212150002	POWELL PRESS. MAINT. BOSWELL FED	0.7026%	12.5000%	
PSW4479	8910210470	048321215A004	POWELL PRESS. MAINT. BOSWELL FED	1.6204%	12.5000%	
PSW4479	8910210470	048321215B001	POWELL PRESS. MAINT. BOSWELL FED	0.3513%	12.5000%	
PSW4479	8910210470	0490001220004	POWELL PRESS. MAINT. BOSWELL FED	0.7572%	12.5000%	
PSW4479	8910210470	0490011330002	POWELL PRESS. MAINT. BOSWELL FED	0.7026%	12.5000%	
PSW4479	8910210470	0490077870002	POWELL PRESS. MAINT. BOSWELL FED	0.0966%	12.5000%	
PSW4479	8910210470	0490093890003	POWELL PRESS. MAINT. BOSWELL FED	0.4016%	12.5000%	
PSW4479	8910210470	0490099470005	POWELL PRESS. MAINT. BOSWELL FED	0.3863%	12.5000%	

Exhibit A: Table of MMS and State Lease Tract Allocations And Royalty Rates

Powder River Basin -- Sweet Crude

<i>Line Code</i>	<i>Lease/Agreement No.</i>	<i>State or AID No.</i>	<i>Lease/Agreement Name</i>	<i>Tract %</i>	<i>Royalty Rate</i>	<i>Royalty Rate Schedule</i>
PSW4479	8910210470	0490160470002	POWELL PRESS. MAINT. BOSWELL FED	1.6066%	12.5000%	
PSW4479	8910210470	0490160480003	POWELL PRESS. MAINT. BOSWELL FED	0.0007%	12.5000%	
PSW4479	8910210470	0490160490003	POWELL PRESS. MAINT. BOSWELL FED	1.0539%	12.5000%	
PSW4479	8910210470	0490165730002	POWELL PRESS. MAINT. BOSWELL FED	2.4591%	12.5000%	
PSW4479	8910210470	049016573A002	POWELL PRESS. MAINT. BOSWELL FED	1.4052%	12.5000%	
PSW4479	8910210470	0490170230002	POWELL PRESS. MAINT. BOSWELL FED	0.7270%	12.5000%	
PSW4479	8910210470	0490179580003	POWELL PRESS. MAINT. BOSWELL FED	0.0963%	12.5000%	
PSW4479	8910210470	0490179590002	POWELL PRESS. MAINT. BOSWELL FED	0.1640%	12.5000%	
PSW4479	8910210470	0490179600004	POWELL PRESS. MAINT. BOSWELL FED	0.4039%	12.5000%	
PSW4479	8910210470	0490197920005	POWELL PRESS. MAINT. BOSWELL FED	0.6343%	12.5000%	
PSW4479	8910210470	0490219400002	POWELL PRESS. MAINT. BOSWELL FED	0.3602%	12.5000%	
PSW4479	8910210470	0490247770002	POWELL PRESS. MAINT. BOSWELL FED	0.0577%	12.5000%	
PSW4479	8910210470	0490263870002	POWELL PRESS. MAINT. BOSWELL FED	0.7026%	12.5000%	
PSW4479	8910210470	0490322350002	POWELL PRESS. MAINT. BOSWELL FED	3.3129%	12.5000%	
PSW4479	8910210470	0490322380002	POWELL PRESS. MAINT. BOSWELL FED	1.4052%	12.5000%	
PSW4479	8910210470	0490370800006	POWELL PRESS. MAINT. BOSWELL FED	4.3823%	12.5000%	
PSW4479	8910210470	0490395470003	POWELL PRESS. MAINT. BOSWELL FED	1.9980%	12.5000%	
PSW4479	8910210470	0490407940001	POWELL PRESS. MAINT. BOSWELL FED	0.6025%	12.5000%	
PSW4479	8910210470	0490430610005	POWELL PRESS. MAINT. BOSWELL FED	1.6067%	12.5000%	
PSW4479	8910210470	0490436730005	POWELL PRESS. MAINT. BOSWELL FED	2.1533%	12.5000%	
PSW4479	8910210470	0490451260002	POWELL PRESS. MAINT. BOSWELL FED	0.0576%	12.5000%	
PSW4479	8910210470	0490475860003	POWELL PRESS. MAINT. BOSWELL FED	1.0319%	12.5000%	
PSW4479	8910210470	0490475960002	POWELL PRESS. MAINT. BOSWELL FED	0.2821%	12.5000%	
PSW4479	8910210470	0490475990002	POWELL PRESS. MAINT. BOSWELL FED	0.2469%	12.5000%	
PSW4479	8910210470	0490488690002	POWELL PRESS. MAINT. BOSWELL FED	0.1503%	12.5000%	
PSW4479	8910210470	0490488900004	POWELL PRESS. MAINT. BOSWELL FED	0.1436%	12.5000%	
PSW4479	8910210470	0490498620002	POWELL PRESS. MAINT. BOSWELL FED	0.3202%	12.5000%	
PSW4479	8910210470	0490511790002	POWELL PRESS. MAINT. BOSWELL FED	0.2810%	12.5000%	
PSW4479	8910210470	049051183A002	POWELL PRESS. MAINT. BOSWELL FED	0.3640%	12.5000%	
PSW4479	8910210470	0490554270004	POWELL PRESS. MAINT. BOSWELL FED	0.5826%	12.5000%	
PSW4479	8910210470	0490573500002	POWELL PRESS. MAINT. BOSWELL FED	0.7281%	12.5000%	
PSW4479	8910210470	0490585710004	POWELL PRESS. MAINT. BOSWELL FED	1.5917%	12.5000%	
PSW4479	8910210470	0490585720001	POWELL PRESS. MAINT. BOSWELL FED	0.0418%	12.5000%	
PSW4479	8910210470	0490598110002	POWELL PRESS. MAINT. BOSWELL FED	0.0576%	12.5000%	
PSW4479	8910210470	0490598120004	POWELL PRESS. MAINT. BOSWELL FED	0.4816%	12.5000%	
PSW4479	8910210470	0490612600002	POWELL PRESS. MAINT. BOSWELL FED	0.2890%	12.5000%	
PSW4479	8910210470	0490641170002	POWELL PRESS. MAINT. BOSWELL FED	1.2050%	12.5000%	
PSW4479	8910210470	0490679810002	POWELL PRESS. MAINT. BOSWELL FED	1.8793%	12.5000%	
PSW4479	8910210470	0490679820001	POWELL PRESS. MAINT. BOSWELL FED	0.6012%	12.5000%	
PSW4479	8910210470	0490686940001	POWELL PRESS. MAINT. BOSWELL FED	0.0070%	12.5000%	
PSW4479	8910210470	0490835440001	POWELL PRESS. MAINT. BOSWELL FED	0.0005%	12.5000%	
PSW4479	8910210470	0490874950001	POWELL PRESS. MAINT. BOSWELL FED	0.5243%	12.5000%	Step-scale in effect (B)
PSW4479	8910210470	0490878650003	POWELL PRESS. MAINT. BOSWELL FED	1.4041%	12.5000%	
PSW4479	8910210470	0490878680001	POWELL PRESS. MAINT. BOSWELL FED	0.7109%	12.5000%	
PSW4479	8910210470	0490878690001	POWELL PRESS. MAINT. BOSWELL FED	0.4035%	12.5000%	
PSW4479	8910210470	0490878700001	POWELL PRESS. MAINT. BOSWELL FED	2.1506%	12.5000%	
PSW4479	8910210470	0490878710001	POWELL PRESS. MAINT. BOSWELL FED	0.0188%	12.5000%	
PSW4479	8910210470	0490878750001	POWELL PRESS. MAINT. BOSWELL FED	0.1726%	12.5000%	
PSW4479	8910210470	0490878760001	POWELL PRESS. MAINT. BOSWELL FED	0.0021%	12.5000%	

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Powder River Basin -- Sweet Crude

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PSW4479	8910210470	0490878820001	POWELL PRESS. MAINT. BOSWELL FED	0.0490%	12.5000%	
PSW4479	8910210470	0500474190001	POWELL PRESS. MAINT. BOSWELL FED	1.0258%	12.5000%	
PSW4479	8910210470	0500488920001	POWELL PRESS. MAINT. BOSWELL FED	0.6012%	12.5000%	
PSW4479	8910210470	0893152310002	POWELL PRESS. MAINT. BOSWELL FED	0.3230%	12.5000%	
<i>Other Leases:</i>				39.7766%		
<i>Total For Property:</i>				60.2234%		
PSW4505	W 114211X	0483133120008	HOUSE CREEK NORTH	2.6838%	6.9000%	
PSW4505	W 114211X	0483142210002	HOUSE CREEK NORTH	0.4185%	6.9000%	
PSW4505	W 114211X	0483205860004	HOUSE CREEK NORTH	2.2625%	6.9000%	
PSW4505	W 114211X	0490179610002	HOUSE CREEK NORTH	0.4026%	6.9000%	
PSW4505	W 114211X	0490270560004	HOUSE CREEK NORTH	5.1277%	6.9000%	
PSW4505	W 114211X	0490286730002	HOUSE CREEK NORTH	0.7824%	6.9000%	
PSW4505	W 114211X	0490296650004	HOUSE CREEK NORTH	5.6459%	6.9000%	
PSW4505	W 114211X	0490430720005	HOUSE CREEK NORTH	5.8399%	6.9000%	
PSW4505	W 114211X	0490498720002	HOUSE CREEK NORTH	0.5608%	6.9000%	
PSW4505	W 114211X	0490780980001	HOUSE CREEK NORTH	0.0001%	6.9000%	
PSW4505	W 114211X	0491072430001	HOUSE CREEK NORTH	0.0001%	6.9000%	
PSW4505	W 114211X	0491129440001	HOUSE CREEK NORTH	0.0001%	6.9000%	
PSW4505	W 114211X	0491144810001	HOUSE CREEK NORTH	0.0654%	6.9000%	
PSW4505	W 114211X	0491163140001	HOUSE CREEK NORTH	0.0105%	6.9000%	
<i>Other Leases:</i>				76.1997%		
<i>Total For Property:</i>				23.8003%		
PSW4517	W 142503A	0491036000001	AFRICAN SWALLOW 1-22	8.1617%	12.5000%	
PSW4517	W 142503A	0491082000001	AFRICAN SWALLOW 1-22	10.2021%	12.5000%	
PSW4517	W 142503A	0491092240001	AFRICAN SWALLOW 1-22	2.0404%	12.5000%	
PSW4517	W 142503A	0491349030001	AFRICAN SWALLOW 1-22	4.0808%	12.5000%	
PSW4517	W 142503A	0491349050002	AFRICAN SWALLOW 1-22	16.3234%	12.5000%	
PSW4517	W 142503A	0491407980001	AFRICAN SWALLOW 1-22	6.1213%	12.5000%	
PSW4517	W 142503A	0491419250001	AFRICAN SWALLOW 1-22	2.0465%	12.5000%	
PSW4517	W 142503A	0491439780001	AFRICAN SWALLOW 1-22	6.1213%	12.5000%	
PSW4517	W 142503A	0491439790002	AFRICAN SWALLOW 1-22	8.1617%	12.5000%	
<i>Other Leases:</i>				36.7408%		
<i>Total For Property:</i>				63.2592%		
PSW4600	891015482E	0482585230011	PINE TREE UNIT	18.6700%	12.5000%	
PSW4600	891015482E	0482637400002	PINE TREE UNIT	2.8723%	12.5000%	
PSW4600	891015482E	0482666270002	PINE TREE UNIT	0.7181%	12.5000%	
PSW4600	891015482E	0482711220005	PINE TREE UNIT	7.8831%	12.5000%	
PSW4600	891015482E	0482711230004	PINE TREE UNIT	5.7446%	12.5000%	
PSW4600	891015482E	0482751690002	PINE TREE UNIT	3.5904%	12.5000%	
PSW4600	891015482E	0482971090003	PINE TREE UNIT	2.8723%	12.5000%	
PSW4600	891015482E	0483119660007	PINE TREE UNIT	12.2073%	12.5000%	
PSW4600	891015482E	048314351A003	PINE TREE UNIT	1.4362%	12.5000%	
PSW4600	891015482E	0483143610005	PINE TREE UNIT	5.7360%	12.5000%	
PSW4600	891015482E	0490436830002	PINE TREE UNIT	2.8723%	12.5000%	
PSW4600	891015482E	0490474370005	PINE TREE UNIT	10.3541%	12.5000%	
PSW4600	891015482E	0490498810003	PINE TREE UNIT	2.1542%	12.5000%	
PSW4600	891015482E	0490511990002	PINE TREE UNIT	1.8920%	12.5000%	
PSW4600	891015482E	0490525030002	PINE TREE UNIT	2.8723%	12.5000%	

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PSW4600	891015482E	78-1017	PINE TREE UNIT	0.7181%	12.5000%	
				<i>Other Leases:</i>	17.4067%	
				<i>Total For Property:</i>	82.5933%	
PSW4700	W 123877X	0490479970003	SAND DUNES (MUDDY)	4.7077%	12.5000%	
PSW4700	W 123877X	0490507590001	SAND DUNES (MUDDY)	0.0714%	12.5000%	
PSW4700	W 123877X	0490569510004	SAND DUNES (MUDDY)	0.9523%	12.5000%	
PSW4700	W 123877X	049056951A005	SAND DUNES (MUDDY)	4.7957%	12.5000%	
PSW4700	W 123877X	0490612650003	SAND DUNES (MUDDY)	5.1160%	12.5000%	
PSW4700	W 123877X	0490644880002	SAND DUNES (MUDDY)	0.1959%	12.5000%	
PSW4700	W 123877X	0490655580003	SAND DUNES (MUDDY)	1.1996%	12.5000%	
PSW4700	W 123877X	0490655600004	SAND DUNES (MUDDY)	3.8004%	12.5000%	
PSW4700	W 123877X	0490696830005	SAND DUNES (MUDDY)	1.2896%	12.5000%	
PSW4700	W 123877X	0490700600004	SAND DUNES (MUDDY)	1.2026%	16.6667%	
PSW4700	W 123877X	049070060A002	SAND DUNES (MUDDY)	1.5680%	12.5000%	
PSW4700	W 123877X	0490720710002	SAND DUNES (MUDDY)	1.9997%	12.5000%	
PSW4700	W 123877X	0490734890002	SAND DUNES (MUDDY)	1.2668%	12.5000%	
PSW4700	W 123877X	0490758470002	SAND DUNES (MUDDY)	6.3634%	12.5000%	
PSW4700	W 123877X	0490758490003	SAND DUNES (MUDDY)	8.2914%	12.5000%	
PSW4700	W 123877X	0490797610002	SAND DUNES (MUDDY)	1.9689%	12.5000%	
PSW4700	W 123877X	0490829020001	SAND DUNES (MUDDY)	0.0570%	12.5000%	
PSW4700	W 123877X	0490842110003	SAND DUNES (MUDDY)	0.9666%	12.5000%	
PSW4700	W 123877X	0490920270002	SAND DUNES (MUDDY)	1.2717%	12.5000%	
PSW4700	W 123877X	0490920280002	SAND DUNES (MUDDY)	1.2804%	12.5000%	
PSW4700	W 123877X	0490923610003	SAND DUNES (MUDDY)	12.4855%	12.5000%	
PSW4700	W 123877X	0490980550002	SAND DUNES (MUDDY)	6.6784%	12.5000%	
PSW4700	W 123877X	0490995280002	SAND DUNES (MUDDY)	1.5495%	21.0000%	Step-scale in effect (B)
PSW4700	W 123877X	0491062060002	SAND DUNES (MUDDY)	7.5009%	12.5000%	
PSW4700	W 123877X	0491131660004	SAND DUNES (MUDDY)	3.7330%	12.5000%	
PSW4700	W 123877X	0491229890001	SAND DUNES (MUDDY)	2.2732%	12.5000%	
PSW4700	W 123877X	0491232380001	SAND DUNES (MUDDY)	3.1817%	12.5000%	
PSW4700	W 123877X	0491250100002	SAND DUNES (MUDDY)	0.2786%	12.5000%	
PSW4700	W 123877X	0491257070001	SAND DUNES (MUDDY)	0.3563%	12.5000%	
PSW4700	W 123877X	73-27141	SAND DUNES (MUDDY)	0.8165%	12.5000%	
PSW4700	W 123877X	79-233	SAND DUNES (MUDDY)	3.3515%	12.5000%	
PSW4700	W 123877X	80-366	SAND DUNES (MUDDY)	0.8426%	12.5000%	
PSW4700	W 123877X	85-138	SAND DUNES (MUDDY)	0.3296%	16.6670%	
				<i>Other Leases:</i>	8.2577%	
				<i>Total For Property:</i>	91.7423%	

United States Department of the Interior Minerals Management Service

INSTRUCTION GUIDE FOR FEDWIRE DEPOSIT SYSTEM PAYMENTS

All payors must provide specific information to their banks so that a FEDWIRE message can be transmitted to the Minerals Management Service U. S. Treasury account. Your bank may require additional information that is not required by MMS. The transfer message MMS required fields, plus a description of each item on the funds transfer message follows:

FEDWIRE TRANSFER MESSAGE FORMAT

- Field Tag 2000: Amount of Wire - \$999,999,999.99(payment amt.)
 - Field Tag 3400: Receiver FI - 021030004 TREAS NYC
 - Field Tag 3600: Business Function - CTR
 - Field Tag 4200: Beneficiary - D 14170001
(LINES 1 through 5) Department of Interior
Minerals Management Service
Accounting & Reports Division
Denver, CO
 - Field Tag 4320: Reference for Beneficiary - **Payor Code, Fed or Ind**
- PAYOR Code** - Use the Company assigned MMS number.
FED - For Federal payments.
IND - For Indian payments.
- Field Tag 5000: Originator - Company Name and Address
 - Field Tag 6000: Originator to Beneficiary - **PAD**(Payor Assigned Document)No., amount
Bill number, amount
Indian Fund Code, amount.

Field Tag 6000 - Up to 4 lines of 35 characters each.
PAD - Your document number.
BILLS - Bill Document ID (type & number) followed by amount.
IND Fund Code - Refer to list of alphabetical Tribes & Allottees and include amount(s). (If there is more than one, list each Indian fund code and associated amount.)

(Exhibit B)

Sample Message Format
To Pay **FEDERAL** Royalties

Field Tag 2000 \$999,999.00
Field Tag 3400 021030004 TREAS NYC
Field Tag 3600 CTR
Field Tag 4200 D 14170001 Department of Interior
Minerals Management Service
Accounting & Reports Division
Denver, CO
Field Tag 4320 55555, Fed
Field Tag 5000 XYZOO Oil Company
12345 Pleasant Avenue
Broncoville, HI
Field Tag 6000 Pad 011199, \$111,111.00
Pad 012199, \$888,888.00

SAMPLE MESSAGE FORMAT TO
PAY **FEDERAL BILLS**

Field Tag 2000 \$19,500.00
Field Tag 3400 021030004 TREAS NYC
Field Tag 3600 CTR
Field Tag 4200 D 14170001
Department of Interior
Minerals Management Service
Accounting & Reports Division
Denver, CO
Field Tag 4320 91022, FED
Field Tag 5000 CHASE Oil Company
5543 New Orleans Avenue
San Francisco, NM
Field Tag 6000 BILL 20801243 \$1,500.00 TBIL 20904498 \$8,500.00
GBIL 30998877 \$9,500.00

Royalty Oil and Gas Purchase System

RIK Oil and Gas Reporting and Payment for:

Example Oil Company Inc.
123 Green Tree Street
Sam City, Wyoming 82003

Federal Payor Code: _____
State Payor Code: _____
Payor Assigned (3a) Document No.: _____
Contract Number: IFB No. 1435-02-01-RP-40342

Report Month (mmyy):	May-01
Payment Method Code:	3

	MMS	State	Total
RIK Quantity	1,048	870	1,919
RIK Value	\$15,727.49	\$13,053.09	\$28,780.58

Create Electronic Reports:

MMS-2014 Transmittal Letter

MMS-2014 Form

State of Wyoming - Form M2E

Internal Disk F
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	\$15.00	\$25,387.50	23.1	0401	001	01	00	7.36644%	4.75349%	13,964.60
B0101	Federal Lease	Fed 0620312345	19.8	\$15.00	\$297.08	23.1	0401	001	01	00	8.50000%	0.00000%	233.00
B1501	N. Rattlesnake	74-17879	206.4	\$15.00	\$3,096.00	24.1	0401	001	01	00	0.00000%	12.50000%	1,651.20
Totals			1,918.7	\$15.00	\$28,780.58								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 fulfillment of royalty obligations on minerals removed from Federal lands. We will use this information to maintain and audit lease accounts, and we estimate the burden for reporting electronically is 10 minutes per property per month. 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/ 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.

U.S. DEPARTMENT OF THE INTERIOR
Minerals Management Service
Royalty Management Program

Letter of Credit

Bank _____
Bank Address _____
Bank ABA Number _____
Irrevocable Letter of Credit No. _____
This Letter of Credit is effective _____
Expiration date is at close of business on _____.

Beneficiary:

Minerals Management Service
Royalty Management Program
Attn: Chief, Accounting and Reports Division
DFC, Building 85, Room A-212
Denver, Colorado 80225

Sir or Madam:

We hereby establish our irrevocable Letter of Credit in your favor and authorize drawing(s) on (Bank) _____ by order(s) and for account of (Company Name, Address) _____ up to an aggregate amount of \$ _____ (USD) available by your drafts at sight accompanied by Beneficiary's 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 that the amount of the accompanying sight draft is due and payable to the Minerals Management Service of the U.S. Department of the Interior for all charges incurred under the terms and conditions of Royalty Oil contract number (RIK 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 meet with due honor upon presentation and delivery of documents as specified to the drawee if drawn and presented for negotiation on or before the expiration date.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for additional 6 month periods from the expiration date, unless 30 days prior to any expiration date, we notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

Such notice of our intention not to renew this Letter of Credit as provided for herein shall authorize you to draw upon this Letter of Credit, unless (Company Name) _____ provides you, at least fourteen (14) calendar days prior to the then current expiration date, with a replacement letter of credit with terms and conditions substantially identical to those contained herein.

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 consent.

We hereby agree that if (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 Royalty Oil contract number (Contract Number) _____ continue after the bankruptcy petition filing date, this Letter of Credit applies to all amounts due or which may become due the Minerals Management Service for any such deliveries.

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 if this Letter of Credit is drawn against within 30 days after the resumption of business.

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

(Issuing Bank)

(Authorized Officer)

ACKNOWLEDGMENT

On this _____ day of _____, _____, 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 that 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 acknowledged 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:

Date

Notary Public in and for said
County and State

The Paperwork Reduction Act of 1995 requires us to inform you that this information is being collected by the Minerals Management Service (MMS) to allow small refiners to provide surety to the Federal government. We estimate the burden for this information collection including the associated recordkeeping is 1 hour per Letter of Credit. 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, Minerals Management Service, 1849 C Street, NW, Washington, DC 20240. Proprietary information is protected by the Federal Oil and Gas Royalty Management Act of 1982 (30 U.S.C. 1733), the Freedom of Information Act (5 U.S.C. 552 (b) (4)), the Indian Minerals Development Act of 1982 (25 U.S.C. 2103) and department 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.

OMB 1010-0135
Form MMS-4071
Expires May 31, 2003

US DEPARTMENT OF THE INTERIOR
 Minerals Management Service
 Royalty Management Program

ROYALTY-IN-KIND CONTRACT SURETY BOND (See Instructions on reverse)	DATE BOND EXECUTED	BOND NO:
PRINCIPAL (Legal name and business address, including county)	PRINCIPAL'S TYPE OF ORGANIZATION	
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
SURETY (name and business address, including county)	STATE OF INCORPORATION	
	STATE LICENSE TO TRANSACT SURETY BUSINESS	
		STATE OF INCORPORATION

RECITALS

1. Principal and surety are bound to Minerals Management Service (MMS) in the sum of _____ United States Dollars (\$ _____), for the payment of which principal and surety jointly and severally bind themselves, their successors, assigns, and legal representatives.

2. Successful execution of this bond is necessary before the principal and MMS can enter into Royalty-In-Kind (RIK) Contract Number _____, herein called the original contract, which will have an effective date of _____ and will be executed in the Denver Federal Center, County of Jefferson, State of Colorado.

SECTION ONE
 DURATION

This obligation shall run continuously and shall remain in full force and effect until and unless the bond is terminated and canceled as provided herein or as otherwise provided by law.

SECTION TWO
 LIMITATION

This bond covers only the original contract and any extensions thereof that are granted by MMS including the time period needed for MMS to reconcile the contract, with or without notice to surety and during the life of any guaranty required under the contract.

SECTION THREE
 CONDITION OF OBLIGATION

If principal fully performs its obligation(s) under the contract and any extensions thereof that are granted by MMS including the contract reconciliation period, this obligation shall be void; otherwise this obligation shall remain in full force and effect, subject only to the provisions of this bond.

SECTION FOUR
 NOTICE

The surety is liable upon discovery by MMS and notification to surety of any fact or circumstance showing a claim hereunder.

SECTION FIVE
 TERMINATION

Surety may terminate its obligation hereunder by notifying MMS by registered letter 30 or more days prior to the termination date, but such notice shall not affect this agreement in respect to any obligation which may have arisen prior to the termination date.

SECTION SIX
 EXTENT OF LIABILITY

The maximum amount of the liability of surety by virtue of this obligation shall be _____ United States Dollars (\$ _____), plus accrued interest due on this amount.

SECTION SEVEN
 MODIFICATION OF ORIGINAL CONTRACT

Any deviations from, additions to, extensions of, or modifications in the obligations of the original contract may be made without the consent or knowledge of surety and without in any way releasing surety from liability under this bond.

SECTION EIGHT
SEVERABILITY

If any one or more of the provisions of this bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

SECTION NINE
BINDING EFFECT OF AGREEMENT

This bond shall be binding on surety and its successors, assigns, and legal representatives.

In witness whereof, principal and surety have executed this bond and affixed their seals at _____ (designated place of execution) on _____.

Principal				Corporate Or Notary Seal
Signature (S)	1.	2.	3.	
Name(s) & Title(s) (Typed)	1.	2.	3.	

Acknowledgement (required for notary seal):

Subscribed to and sworn to before me this _____ day of _____.

Notary Public

Address (business or residence)

My commission expires: _____

CORPORATE SURETY

NAME & ADDRESS			LIABILITY LIMIT
SIGNATURE(S)	1.	2.	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	

INSTRUCTIONS

This form is authorized for use in connection with MMS Royalty-In-Kind contracts. Any deviation from this form will require the written approval of the Chief, Royalty Accounting Division, MMS.

Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein.

An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

Type the name and title of each person signing this bond in the space provided. Corporate or notary seals must be affixed as applicable. Notary seals require acknowledgment.

The Paperwork Reduction Act of 1995 requires us to inform you that this information is being collected by the Minerals Management Service (MMS) to allow small refiners to provide surety to the Federal government. We estimate the burden for this information collection including the associated recordkeeping is 1 hour per Royalty-In-Kind Contract Surety Bond. 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, Minerals Management Service, 1849 C Street, NW, Washington, DC 20240. Proprietary information is protected by the Federal Oil and Gas Royalty Management Act of 1982 (30 U.S.C. 1733), the Freedom of Information Act (5 U.S.C. 552 (b) (4)), the Indian Minerals Development Act of 1982 (25 U.S.C. 2103) and department 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.

OMB 1010-0135
Form MMS-4072
Expires May 31, 2003