

Know All Men By These Presents, That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JAMES C. GARDNER, Vice-President and JOHN C. FROST, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2 of the By-Laws of said Company, do hereby certify that:

The Board of Directors of the Fidelity and Deposit Company of Maryland, the Board of Directors specially authorized by the Board of Directors of the Executive Corporation, both bodies of directors, and the Secretary and Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, do hereby certify that the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself, do hereby certify that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

does hereby nominate, constitute and appoint Joe E. Harlbert, Jr., Donald P. Pixberg, Jr., John B. Herman, David B. Tidmore, Nelson P. Brown, III and Douglas A. Bland, all of New Orleans, Louisiana, LA 70112, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these powers shall be as binding upon said Company, as fully and completely, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper person. This power of attorney revokes that issued on behalf of Joe E. Harlbert, Jr., et al, dated December 7, 1972.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of June, A.D. 1974.

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED) C. M. PECOT, JR. By JOHN C. GARDNER Assistant Secretary Vice-President

(SEAL) STATE OF MARYLAND } ss: CITY OF BALTIMORE

On this 25th day of June, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself, do hereby certify that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED) MELINDA T. HAUS (SEAL) Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 7 day of JANUARY, 1974.

Handwritten signature of Assistant Secretary

AGREEMENT TO LEASE PORTION OF LAND IN PARISH OF ORLEANS, LOUISIANA  
AND TO CONVEY TO FEDERAL GOVERNMENT  
OF CERTAIN PORTION OF SAID PARISH

Principal and surety agree they are bound by the provisions of the Code of Federal Regulations as contained in Chapter 11, Title 43, Group 3200, entitled "Geothermal Resources Leasing."

Signed on this 7th day of January, 1970, in the presence of:

NAMES AND ADDRESSES OF WITNESSES

Valerie J. McKean  
225 Baronne St., NOLA 70112

THE LOUISIANA LAND AND  
EXPLORATION COMPANY  
BY: Richard B. Stephens (Principal)  
Richard B. Stephens, Vice President

Gail Short  
225 Baronne St., NOLA 70112

225 Baronne Street, Suite 1200  
New Orleans, Louisiana 70112  
(Business address)

Rebbie Leander  
814 Whitney Bank Bldg., NOLA 70130

FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND  
BY: Joseph H. Harbert, Jr.  
Joseph H. Harbert, Jr.  
Attorney-in-fact

St. Ryan  
814 Whitney Bank Bldg., NOLA 70130

814 Whitney Bank Bldg., New Orleans, La.  
(Business address)

COUNTERSIGNED FOR  
LOUISIANA.  
BY: St. Ryan

1. A transfer of any interest in any lease or part, of any or all of the leases, or of the operating agreement, and further agent to remain bound under this bond as to the lease to either in the lease, or in the operating agreement, or in both, retained by the principal when the effect of the transfer or transfer becomes effective.

2. Any modification of a lease or operating agreement, or obligation thereunder, whether made or effected by commitment of such lease or operating agreement to unit, cooperative, communitization or storage, agreements, or development contracts, suspensions of operations or production, waivers, suspensions or changes in rental, minimum royalty and royalties, compensatory royalty payments, or otherwise; and

WHEREAS the principal and surety hereby agree that notwithstanding the termination of any lease or leases, operating agreements or designations as operator or agent, covered by this bond, whether the termination is by operation of law or otherwise, the bond shall remain in full force and effect as to all remaining leases, operating agreements, or designations covered by the bond; and

WHEREAS the principal, as to any lease or part of a lease for lands as to which he has been designated as

operator or agent, shall be bound to remain bound under this bond as to the lease to either in the lease, or in the operating agreement, or in both, retained by the principal when the effect of the transfer or transfer becomes effective.

WHEREAS the principal and surety agree that in the event of any default under the leases, the lessor or commences and prosecutes any claim, suit, action, or other proceeding against the principal and surety, either of them, without the necessity of suing the lessees.

WHEREAS the principal and surety agree that in the event of any default under the leases, the lessor or commences and prosecutes any claim, suit, action, or other proceeding against the principal and surety, either of them, without the necessity of suing the lessees.

NOW, THEREFORE, If said principal shall in all respects faithfully comply with all of the provisions of the leases referred to hereinbefore, then the above obligations are to be void; otherwise to remain in full force and effect.

Signed on this 7th day of January

, 1976, in the presence of:

NAMES AND ADDRESSES OF WITNESSES

Valerie J. McKam  
225 Baronne St., NOLA 70112

THE LOUISIANA LAND AND EXPLORATION COMPANY  
BY: Richard B. Stephens  
(Principal)  
Richard B. Stephens, Vice President

Earl Spurr  
225 Baronne St., NOLA 70112

225 Baronne Street, Suite 1200  
New Orleans, Louisiana 70112  
(Business address)

Debbie Decker

FIDELITY AND SURETY COMPANY OF NEW YORK  
BY: J. H. [Signature]  
(Surety)  
Attorney-in-Fact

225 Baronne Street, Suite 1200, New Orleans, Louisiana 70112  
(Business address)

STATE OF OREGON

Under the provisions of the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented (30 U.S.C. Sec. 181) and the Act of August 7, 1947 (61 Stat. 817) (30 U.S.C. Sec. 351)

KNOW ALL MEN BY THESE PRESENTS, That we, *[Name]*, of the County of *[County]*, State of *[State]*, as principal, and *[Name]*, of the County of *[County]*, State of *[State]*, as surety, are held and firmly bound unto the United States of America in the sum of *Two hundred and fifty thousand and no/100* Dollars (\$250,000), lawful money of the United States, which sum may be increased or decreased by a rider hereto attached in the same manner as the bond, for the use and benefit of (1) of the United States, (2) any owner of a portion of the land subject to the coverage of this bond, who has a statutory right to compensation in connection with a reservation of the oil and gas deposits in the United States, and (3) any lessee or permittee under a lease or permit issued by the United States prior to the issuance of an oil and gas lease for the same land subject to this bond, covering the use of the surface or the prospecting for, or development of, other mineral deposits in any portion of such land, to be paid to the United States. For the payment, well and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

If the amount of this bond is \$150,000 or if it is raised by an attached rider to that amount, the coverage shall extend to all the principal's holdings involving oil and gas deposits in the United States, including Alaska, under the acts cited in Schedule A.

If the amount of this bond is less than \$150,000, its coverage extends only to the principal's holdings involving oil and gas deposits in the States or Territory named in Schedule A and to any other States or State that may be named in a rider attached hereto by the lessor with the consent of the surety. Furthermore, such coverage is confined to the principal's holdings under the act or acts cited at the head of the column under which the names of the States or Territory are now placed or may be hereafter placed by the aforementioned rider.

SCHEDULE A

Public Domain Leasing Act of February 25, 1920 (41 Stat. 437), as amended and supplemented (30 U.S.C. Sec. 181)

NAMES OF STATES

Nationwide, including geothermal leases. See consent form attached.

Acquired Lands Leasing Act of August 7, 1947 (61 Stat. 817) (30 U.S.C., Sec. 351).

NAMES OF STATES

Nationwide, including geothermal leases. See consent form attached.

The conditions of the foregoing obligations are such that, whereas the said principal in one or more of the following ways has an interest in oil and gas leases issued under the act or acts cited in Schedule A of this bond: (1) as the lessee of such leases; (2) as the approved holder of operating rights in all or part of the lands covered by such leases under operating agreements with the lessees; and (3) as designated operator or agent under such leases pending approval of an assignment or operating agreement; and

WHEREAS the principal is authorized to drill for, mine, extract, remove, and dispose of oil and gas deposits in or under the lands covered by the leases, operating agreements or designations and is obligated to comply with certain covenants and agreements set forth in such instruments; and

WHEREAS the principal and surety agrees that without notice to the surety the coverage of this bond, in addition to the present holdings of the principal, shall extend to and include:

1. Any oil and gas lease hereafter issued to, or acquired by, the principal affecting oil and gas deposits in the States now named in Schedule A, or later named in a rider, the coverage to be confined to the principal's holdings under the act or acts cited at the head of the column in which the name of the State appears and to become effective immediately upon such issuance or upon departmental approval of a transfer in favor of the principal.

2. Any operating agreement hereafter entered into or acquired by the principal affecting oil and gas deposits in the States now named in Schedule A, or later named in a rider, relating to oil and gas leases issued under the act or acts in Schedule A at the head of the column in which the name of the State is placed. The coverage shall become effective immediately upon departmental approval of the agreement or of a transfer of an operating agreement to the principal.

3. Any designation subsequent hereto of the principal as operator or agent of a lessee under a lease issued pursuant to an act or acts cited in Schedule A and covering lands in a State named in Schedule A, either presently or by rider. This coverage shall become effective immediately upon the filing of such a designation under a lease.

4. Any extension of a lease covered by this bond, such coverage to continue without any interruption to the expiration of the term set forth in the lease.

Provided, that the surety may elect to have the additional coverage authorized under this paragraph become inapplicable as to all interests of the principal acquired more than 30 days after the receipt of notice of such election by the Bureau of Land Management.

WHEREAS the surety hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding:

(Submit in triplicate to appropriate  
Regional Oil and Gas or Mining Supervisor)

## DESIGNATION OF OPERATOR

This is a design of the records of the Bureau of Land Management, holder of lease I-11605

DISTRICT LAND OFFICE Cheyenne, Wyoming  
SERIAL No.

and hereby designate

NAME James M. Forgotson, Jr.  
ADDRESS 509 Marshall Street, Suite 1200, Shreveport, Louisiana 71101

as his operator and local agent, with full authority to act in his behalf in complying with the terms of the lease and regulations applicable thereto and on whom the supervisor or his representative may serve written or oral instructions in securing compliance with the Operating Regulations with respect to (describe acreage to which this designation is applicable):


TOWNSHIP 13 NORTH - RANGE 31 EAST  
Section 32 (all)  
Section 33 (Lot 1, 2, 3, 4, N1/4, N1/2)  
Oneida County, Idaho

It is understood that this designation of operator does not relieve the lessee of responsibility for compliance with the terms of the lease and the Operating Regulations. It is also understood that this designation of operator does not constitute an assignment of any interest in the lease.

In case of default on the part of the designated operator, the lessee will make full and prompt compliance with all regulations, lease terms, or orders of the Secretary of the Interior or his representative.

The lessee agrees promptly to notify the supervisor of any change in the designated operator.

THE EXPLORATION CO.

  
.....  
(Signature of lessee)  
J. Lawrence Davis, Jr. Manager

1675 Broadway, Suite 2100  
.....  
(Address) Denver, Co. 80202

(Date)

*Attention: Gordon C. Trombley*

# STATE OF IDAHO

## RECEIPT

STATEHOUSE  
BOISE, IDAHO 83720

STATE BOARD OF  
LAND COMMISSIONERS

6-15-1981

FROM *Petroleum Information Corp. of Denver* ZIP *80201*  
*P.O. Box 2612*

| SOURCE OF PAYMENT | INSTRUMENT NUMBER | ROYALTIES | PRINCIPAL | INTEREST | TOTAL  | FUND AND EXPLANATION  |
|-------------------|-------------------|-----------|-----------|----------|--------|---|
| AG. LEASE         |                   |           |           |          |        |   |
| GRAZ. LEASE       |                   |           |           |          |        |   |
| MIN. LEASE        |                   |           |           |          |        |   |
| O. & G. LEASE     |                   |           |           |          |        |   |
| G. THERM. LEASE   |                   |           |           |          |        |   |
| CABIN SITE LEASE  |                   |           |           |          |        |   |
| MISC. LEASE       |                   |           |           |          |        |   |
| TEMP. PERMIT      |                   |           |           |          |        |   |
| EASEMENT          |                   |           |           |          |        |   |
| LAND SALE         |                   |           |           |          |        |   |
| TIMBER SALE       |                   |           |           |          |        |   |
| TRESPASS          |                   |           |           |          |        |   |
| SCALING           |                   |           |           |          |        | SCALING TRUST FUND  |
| FEES & APPL.      |                   |           |           |          |        | GENERAL FUND<br>LEASE <input type="checkbox"/> PURCHASE <input type="checkbox"/>                      |
| SUSPENSE          |                   |           |           |          |        | SUSPENSE  |
| 2253              |                   |           |           |          | 100.00 |   |
| TOTAL             |                   |           |           |          |        | CHECK <input checked="" type="checkbox"/> M.O. <input type="checkbox"/> CASH <input type="checkbox"/> |

*Oil & Gas  
Council  
Com.*

1861 8 I NNC

GORDON C. TROMBLEY  
DIRECTOR

BY: *[Signature]*

NO.  
17103

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

1a. TYPE OF WORK  
 DRILL  DEEPEN  PLUG BACK

b. TYPE OF WELL  
 OIL WELL  GAS WELL  OTHER

2. NAME OF OPERATOR  
 James M. Forgotson, Jr., a United States citizen over 21 yrs. of age

3. ADDRESS OF OPERATOR  
 509 Marshall Street, 1200 Slattery Building, Shreveport, LA 71101

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.)  
 At surface 715' FSL & 1990' FEL, Section 32, T13S, R34E  
 Oneida County, Idaho  
 At proposed depth Same

14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE\*  
 Location is 19.8 miles Northwest of Malad City, Idaho

15. DISTANCE FROM PROPOSED LOCATION TO NEAREST PROPERTY OR LEASE LINE, FT. (Also to nearest drig. unit line, if any)  
 715'

16. NO. OF ACRES IN LEASE  
 2560.50

17. NO. OF ACRES ASSIGNED TO THIS WELL  
 40

18. DISTANCE FROM PROPOSED LOCATION TO NEAREST WELL, DRILLING COMPLETED, OR APPLIED FOR, ON THIS LEASE, FT.  
 ---

19. PROPOSED DEPTH  
 10,000'

20. ROTARY OR CABLE TOOL  
 Rotary

21. ELEVATIONS (Show whether DF, RT, GR, etc.)  
 6216' GR

22. APPROX. DATE WORK WILL START\*  
 July 20, 1981

5. LEASE DESIGNATION AND SERIAL NO.  
 BLM I-11605

6. IF INDIAN ALLOTTEE OR TRIBE NAME  
 N/A

7. UNIT AGREEMENT NAME  
 N/A

8. FARM OR LEASE NAME  
 Elkhorn Canyon

9. WELL NO.  
 1

10. FIELD AND POOL OR WILDCAT  
 Wildcat

11. SEC., T., R., M., OR BEE. AND SURVEY OR AREA  
 Section 32, T13S, R34E

12. COUNTY OR PARISH 13. STATE  
 Oneida Idaho

PROPOSED CASING AND CEMENTING PROGRAM

| SIZE OF HOLE | SIZE OF CASING | WEIGHT PER FOOT | SETTING DEPTH | QUANTITY OF CEMENT               |
|--------------|----------------|-----------------|---------------|----------------------------------|
| 24"          | 20" New        | Conductor 8rd   | 100'          | cement to surf. Class "A" + 3' ( |
| 17 1/2"      | 13 3/8" New    | 54.5# K-55 8rd  | 1000'         | cement to surface with Class "A" |
| 12 1/2"      | 9 5/8" New     | 36&40# K-55 8rd | 4600'         | cement with Class "H" to 3500'   |
| 8 3/4"       | 7" New         | 26# N-80 FL4S   | 10,000'       |                                  |

1. Set 20" conductor pipe in 24" hole for 100' interval and cement in place.
2. Drill 17 1/2" hole and set 13 3/8" surface casing to 1000' with good returns.
3. Log B.O.P. checks in daily drill reports and drill 12 1/2" hole to 10,000'.
4. Run tests if warranted and run 9 5/8" casing if productive.
5. Run logs, as needed, and perforate and stimulate as needed.

EXHIBITS ATTACHED:

- "A" Location and Elevation Plat
- "B" The Ten-Point Compliance Program
- "C" The Blowout Preventer Diagram
- "D" The Multi-Point Requirements for A.P.D.
- "E" & "E<sub>1</sub>" Access Road Maps to Location
- "F" Radius Map of Field
- "G" & "G<sub>1</sub>" Drill Pad Layout, Production Facilities & Cut-Fill Cross-Section

IN ABOVE SPACE DESCRIBE PROPOSED PROGRAM: If proposal is to deepen or plug back, give data on present productive zone and proposed new productive zone. If proposal is to drill or deepen directionally, give pertinent data on subsurface locations and measured and true vertical depths. Give blowout preventer program, if any.

24. SIGNED: \_\_\_\_\_ TITLE: Operator DATE: May 11, 1981

(This space for Federal or State office use)

PERMIT NO. \_\_\_\_\_ APPROVAL DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CONDITIONS OF APPROVAL, IF ANY \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

5. LEASE DESIGNATION AND SERIAL NO.  
BLM I-11605

6. IF INDIAN ALLOTTEE OR TRIBE NAME

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7. UNIT AGREEMENT NAME

N/A

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Elkhorn Canyon

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AND SURVEY OR AREA

Section 32, T13S, R34E

12. COUNTY OR PARISH

Oneida

13. STATE

Idaho

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1a. TYPE OF WORK

DRILL

DEEPEN

PLUG BACK

b. TYPE OF WELL

OIL WELL

GAS WELL

OTHER

SINGLE ZONE

MULTIPLE ZONE

2. NAME OF OPERATOR

James M. Forgotson, Jr., a United States citizen over 21 yrs. of age

3. ADDRESS OF OPERATOR

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At proposed depth Oneida County, Idaho

Same

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Rotary

21. ELEVATIONS (Show whether DF, RT, GR, etc.)

6216' GR

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| SIZE OF HOLE | SIZE OF CASING | WELL DEPTH PER FOOT | SETTING DEPTH | QUANTITY OF CEMENT               |
|--------------|----------------|---------------------|---------------|----------------------------------|
| 24"          | 20" New        | Conductor 8rd       | 100'          | cement to surf. Class "A" + 3:1  |
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| 12¼"         | 9 5/8" New     | 36&40# K-55 8rd     | 4600'         | cement with Class "H" to 3500'   |
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24. \_\_\_\_\_  
 SIGNED \_\_\_\_\_ TITLE Operator DATE May 11, 1981

(This space for Federal or State office use)

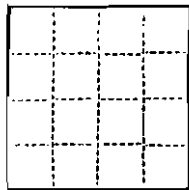
PERMIT NO. \_\_\_\_\_ APPROVAL DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
 CONDITIONS OF APPROVAL, IF ANY



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY  
CONSERVATION DIVISION

Sec. 32  
T. 13S  
R. 34E  
BOISE Mer.



INDIVIDUAL WELL RECORD

PUBLIC LAND:

Date MAY 2, 1984

Ref. No. \_\_\_\_\_

Land office BOISE State IDAHO

Serial No. I-11605 County ONEIDA

Lessee LOUISIANA LAND EXPLORATION Co. Field WILOCAT

Operator JAMES M. FORGOTSON, JR. District \_\_\_\_\_

Well No. 1 ELKHORN CANYON Subdivision \_\_\_\_\_

Location 715' FSL & 1790' FEL

Drilling approved JULY 7, 1981 Well elevation 6216 GR feet

Drilling commenced \_\_\_\_\_, 19\_\_\_\_ Total depth \_\_\_\_\_ feet

Drilling ceased \_\_\_\_\_, 19\_\_\_\_ Initial production \_\_\_\_\_

Completed for production \_\_\_\_\_, 19\_\_\_\_ Gravity A. P. I. \_\_\_\_\_

Abandonment approved \_\_\_\_\_, 19\_\_\_\_ Initial R. P. \_\_\_\_\_

| Geologic Formations |               | Productive Horizons |        |          |
|---------------------|---------------|---------------------|--------|----------|
| Surface             | Lowest tested | Name                | Depths | Contents |
|                     |               |                     |        |          |

WELL STATUS

| YEAR | JAN. | FEB. | MAR. | APR. | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. |
|------|------|------|------|------|-----|------|------|------|-------|------|------|------|
|      |      |      |      |      |     |      |      |      |       |      |      |      |
|      |      |      |      |      |     |      |      |      |       |      |      |      |
|      |      |      |      |      |     |      |      |      |       |      |      |      |
|      |      |      |      |      |     |      |      |      |       |      |      |      |
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|      |      |      |      |      |     |      |      |      |       |      |      |      |
|      |      |      |      |      |     |      |      |      |       |      |      |      |
|      |      |      |      |      |     |      |      |      |       |      |      |      |

REMARKS LOCATION ONLY. Well not drilled.

1981-02