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**QUITCLAIM AMENDMENT, ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
By And Between  
BEAR PAW ENERGY, LLC (PROVIDER) AND J.M. HUBER CORPORATION (PRODUCER)**

*Bill of Sale J.M. H.S.*

This Quitclaim Amendment, Assignment and Conveyance ("Assignment") is made and entered into effective the 1<sup>st</sup> day of July 2008, by and between **J.M. HUBER CORPORATION** ("Producer"), a New Jersey corporation, and **BEAR PAW ENERGY, LLC** ("Provider"), a Delaware limited liability company.

**RECITALS**

**WHEREAS**, Producer and Provider made and entered into that certain Amended and Restated Field Services Agreement dated October 2002, as subsequently amended ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to clarify the ownership, rights and responsibilities of certain poly gathering pipelines and all appurtenant personal property upstream of Provider's screw compressor locations; and

**WHEREAS**, the Parties desire to amend the Agreement to clarify the ownership, rights and responsibilities of that certain 12-inch steel gathering flow line and all appurtenant personal property upstream of Provider's screw compressor station connecting Pod N to Pod L compressor locations; and

**WHEREAS**, the Parties desire to amend the Agreement to clarify the ownership, rights and responsibilities of that certain 10-inch steel gathering flow line and all appurtenant personal property upstream of Provider's screw compressor station connecting Pod K to Pod DD (a/k/a Huber Pod D, which is separate and apart from Bear Paw's Pod D) compressor locations; and

**WHEREAS**, the Parties wish to, as necessary, assign and convey between the Parties such rights and interests as may be required to confer ownership of such gathering flow pipelines and all appurtenant personal property upstream of Provider's screw compressor locations in and to the proper Party.

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, including without limitation in consideration of the premises, mutual covenants and mutual benefits to be derived hereunder, the receipt and sufficiency of which are hereby acknowledged, Producer and Provider do hereby agree as follows:

**ARTICLE II. CONSTRUCTION OF FIELD SERVICES FACILITIES** of the Agreement shall be amended by adding the following Section G:

"G. Producer and Provider hereby acknowledge and agree that Producer shall own, operate and maintain any gathering flow lines connecting any well or group of wells to Provider's Facilities upstream of the block valve located upstream of the suction scrubber of Provider's Facilities. To the extent required to effectuate the ownership and operation of such gathering flow lines and any appurtenant personal property associated with such gathering flow lines, Provider does hereby assign, transfer and convey to Producer all right, title and interest held by Provider in and to such gathering flow lines and any appurtenant personal property associated with such gathering flow lines connecting any well or group of wells to Provider's Facilities upstream of the block valve located upstream of the suction scrubber, all of which are upstream of Provider's Facilities defined below:

<u>Meter Name</u>	<u>Meter Number</u>	<u>Legal Description</u>
Pod A Master	81504001	Section 35, Township 58 North, Range 83 West
Pod B Master	81504002	Section 03, Township 57 North, Range 83 West
Pod C Master	81504003	Section 03, Township 57 North, Range 83 West
Pod D/Pod DD/Pod K Master	81504005	Section 05, Township 57 North, Range 83 West
Pod E Master	81504006	Section 10, Township 57 North, Range 83 West
Pod F Master	81504007	Section 02, Township 57 North, Range 83 West
Pod G Master	81504008	Section 36, Township 58 North, Range 83 West
Pod H Master	81504009	Section 08, Township 57 North, Range 83 West
Pod I Master	81504010	Section 17, Township 57 North, Range 83 West
Pod J Master	81504011	Section 20, Township 57 North, Range 83 West

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<u>Meter Name</u>	<u>Meter Number</u>	<u>Legal Description</u>
Pod L/Pod N Master	81504013	Section 06, Township 57 North, Range 83 West
Pod P Master	81504017	Section 18, Township 57 North, Range 83 West
Pod EE Master	81504016	Section 11, Township 57 North, Range 83 West

Located in Sheridan County, Wyoming.

Insofar, and only insofar, as it may be required to effectuate the ownership, operating and maintenance of such gathering flow lines and all appurtenant personal property, Provider does hereby assign, transfer and convey to Producer easements and/or right-of-way agreements pertaining to such gathering flow lines and all appurtenant personal property, as more fully defined in Exhibit "A," attached hereto and made a part hereof, together with any rights of ingress and egress.

**ANY FLOW LINES, EASEMENTS OR OTHER INTERESTS IN REAL OR PERSONAL PROPERTY (THE "ASSETS") CONVEYED HEREIN SHALL BE "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO TITLE, MERCHANTABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE. PRODUCER SHALL BE SOLELY LIABLE FOR, AND INDEMNIFY, DEFEND AND PROTECT PROVIDER AGAINST, ANY AND ALL LOSS, COST, EXPENSE, CLAIMS, DEMANDS AND LIABILITIES RELATING TO THE ASSETS, WHICH ARISE ON OR AFTER THE DATE HEREOF.**

This Assignment shall be filed of record in Sheridan County, Wyoming, to notify all interested parties of the above described assignment and conveyance of gathering flow lines from Provider to Producer as of the effective date hereof.

Except as amended hereby, the terms, provisions and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment on the date(s) specified below, but effective the 1<sup>st</sup> day of July 2008.

"Provider"

**BEAR PAW ENERGY, LLC**

By: David R. Scharf  
Name: David R. Scharf  
Title: Vice President  
Date: 12/17/08

*amr*  
*MAF*

"Producer"

**J.M. HUBER CORPORATION**

By: Jeffrey J. Ellena  
Name: Jeffrey J. Ellena  
Title: Chief Financial Officer, Energy  
Date: 12-12-2008

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**EXHIBIT "A"**

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This Exhibit "A" is attached to and made a part hereof the Quitclaim Amendment, Assignment, Bill of Sale and Conveyance made and entered into effective the 1<sup>st</sup> day of July 2008 by and between J.M. Huber Corporation ("Producer") and Bear Paw Energy, LLC ("Provider").

**Easements and/or Right-of-Way Agreements**

01. Right of Way Agreement dated April 18, 2002.  
Ross K. and Maria A. Peterson Trust, Owner.  
Recorded in Book 440, Page 620 of the records of Sheridan County, Wyoming.  
  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 27: W/2NW/4  
Section 28: E/2NE/4
02. Right of Way Agreement dated October 23, 2002.  
Ralph Cole and Irene H. Cole, Owner.  
Recorded in Book 440, Page 670 of the records of Sheridan County, Wyoming.  
  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 1: NE/4SE/4, NE/4SW/4
03. Right of Way Agreement dated May 17, 2001.  
LPD Ranch Partnership, Owner.  
Recorded in Book 428, Page 271 of the records of Sheridan County, Wyoming.  
  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 8: E/2  
Section 9: W/2, SE/4  
Section 10: W/2SW/4  
Section 15: W/2NW/4  
Section 17: E/2
04. Right of Way Agreement dated February 13, 2001.  
LPD Ranch Partnership, Owner.  
Recorded in Book 429, Page 564 of the records of Sheridan County, Wyoming.  
  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 3: W/2SW/4  
Section 4: SE/4SW4  
Section 8: E/2  
Section 9: NE/4NE/4, S/2NE/4, NW/4, S/2  
Section 10: W/2W/2  
Section 15: W/2NW/4  
Section 17: E/2
05. Right of Way Agreement dated February 19, 2002.  
Kyle Brinkerhoff, Inc., Owner.  
Recorded in Book 440, Page 649 of the records of Sheridan County, Wyoming.  
  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 1: NE/4NW/4, N/2NE/4
06. Right of Way Agreement dated October 23, 2002.  
Kyle Brinkerhoff, Inc., Owner.  
Recorded in Book 440, Page 653 of the records of Sheridan County, Wyoming.  
  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 1: E/2NE/4, SE/4NW/4

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07. Right of Way Agreement dated March 17, 2003.  
George Joseph Smith, Owner.  
Recorded in Book 446, Page 711 of the records of Sheridan County, Wyoming.
- Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 18: SE/4SE/4  
Section 19: NE/4NE/4  
Section 20: N/2NW/4
08. Right of Way Agreement dated April 27, 2002.  
George Joseph Smith, Owner.  
Recorded in Book 440, Page 612 of the records of Sheridan County, Wyoming.
- Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 28: N/2W/2NE/4, NE/4NW/4
09. Right of Way Agreement dated April 15, 2002.  
Alvin and Ina Jean Peterson Trust, Owner.  
Recorded in Book 440, Page 616 of the records of Sheridan County, Wyoming.
- Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 27: E/2NW/4
10. Right of Way Agreement dated March 26, 2001.  
Fred E. Trembath and Shirley A. Trembath, Owner.  
Recorded in Book 428, Page 320 of the records of Sheridan County, Wyoming.
- Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 26: E/2SW/4, SE/4  
Section 35: N/2
11. Right of Way Agreement dated January 9, 2001, as subsequently amended.  
Fred E. Trembath and Shirley A. Trembath, Owner.  
Recorded in Book 424, Page 691, and Book 424, Page 714 of the records of Sheridan County, Wyoming.
- Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 35: E/2NE/4  
Section 36: All
12. Right of Way Agreement dated June 1, 2001.  
Eva C. Taylor, Owner.  
Recorded in Book 428, Page 440 of the records of Sheridan County, Wyoming.
- Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 20: E/2  
Section 21: All
13. Non-Exclusive Right-of-Way and Easement dated August 28, 2002.  
Chevron U.S.A. Inc., Grantor.  
Recorded in Book 438, Page 678 of the records of Sheridan County, Wyoming.
- Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 31: NW/4NE/4

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14. Right of Way Agreement dated April 15, 2002.  
Alvin and Ina Jean Peterson Trust, Owner.  
Recorded in Book 440, Page 616 of the records of Sheridan County, Wyoming.  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 27: E/2NW/4
15. Right of Way Agreement dated January 31, 2002.  
Carlton Patrick Dewey, Owner.  
Recorded in Book 438, Page 671 of the records of Sheridan County, Wyoming.  
Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 27: S/2
16. Private Right of Way Grant dated July 3, 2001.  
Carlton Patrick Dewey, Grantor.  
Recorded in Book 428, Page 523 of the records of Sheridan County, Wyoming.  
Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 27: S/2  
Section 28: SE/4SE/4  
Section 33: E/2, NE/4SW/4
17. Right of Way Agreement dated May 17, 2001.  
Eva C. Taylor, Owner.  
Recorded in Book 428, Page 424 of the records of Sheridan County, Wyoming.  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 16: All
18. Right of Way Agreement dated January 31, 2002.  
Leo M. Ankney, Owner.  
Recorded in Book 440, Page 637 of the records of Sheridan County, Wyoming.  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 6: W/2, W/2E/2  
Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 31: S/2, NE/4
19. Right of Way Agreement dated March 24, 2001.  
Pilch Ranch, LLC, Owner.  
Recorded in Book 428, Page 351 of the records of Sheridan County, Wyoming.  
Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 35: S/2
20. Right of Way Agreement dated May 22, 2002.  
Elmer Milton Mydland and Mervin J. Mydland, Owner.  
Recorded in Book 440, Page 663 of the records of Sheridan County, Wyoming.  
Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 6: SW/4SE/4  
Section 7: NE/4  
Section 8: SW/4  
Section 17: N/2NW/4  
Section 18: NE/4NE/4

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21. Right of Way Agreement dated February 20, 2002.  
Clayton Hamilton and Caroline Hamilton, Owner.  
Recorded in Book 438, Page 674 of the records of Sheridan County, Wyoming.

Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 1: NW/4NW/4

22. Right of Way Agreement dated November 10, 2000.  
Anna Pilch, Individually and as trustee of the Anna Pilch Agreement of Trust dated July 23, 1985, Owner.  
Recorded in Book 424, Page 646 of the records of Sheridan County, Wyoming.

Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 2: All  
Section 11: NE/4

Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 35: SE/4

23. Right of Way Agreement dated February 13, 2001.  
Pilch Ranch, LLC, Owner.  
Recorded in Book 429, Page 519 of the records of Sheridan County, Wyoming.

Township 57 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 2: Lots 1, 2, 3 and 4, S/2N/2, S/2  
Section 3: Lots 1, 2, 3 and 4, S/2N/2, N/2SE/4, E/2SW/4  
Section 4: Lots 1, 2, 3, part of Lot 4 east of Beatty Gulch Road, S/2N/2, N/2SW/4, SW/4SW/4, SE/4  
Section 5: A tract of land containing 119.0 acres, more or less, lying east and south of the  
Beatty Gulch Road situated in the SE/4 and the E/2NE/4  
Section 9: NW/4NE/4  
Section 10: E/2W/2  
Section 11: NE/4, N2/SE/4, SW/4SE/4, E/2SW/4, except 5.9 acres, NE/4SE/4 except 4.3 acres,  
Part of E/2NW/4  
Section 14: NW/4NE/4, except 3.57 acres  
Section 15: NW/4NE/4

Township 58 North, Range 83 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
Section 33: S/2SE/4, that part of the SE/4SW/4 lying south and east of the Beatty Gulch Road  
Section 34: Sw/4NE/4, S/2SW/4, SE/4  
Section 35: S/2

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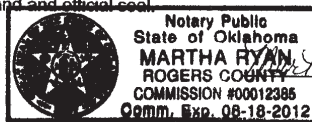
This Exhibit "A" is attached to and made a part hereof the Quitclaim Amendment, Assignment, Bill of Sale and Conveyance made and entered into effective the 1<sup>st</sup> day of July 2008 by and between J.M. Huber Corporation ("Producer") and Bear Paw Energy, LLC ("Provider").

STATE OF OKLAHOMA )

COUNTY OF LeFlore )ss

The foregoing instrument was acknowledged before me on this 17<sup>th</sup> day of December, 2008, by David R. Scharf, the Vice President of BEAR PAW ENERGY, LLC, a Delaware limited liability company.

Witness my hand and official seal.



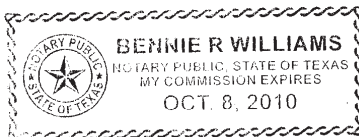
Martha Ryan  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Harris )ss

The foregoing instrument was acknowledged before me on this 12 day of December, 2008, by Jeffrey J. Elena, the President of J.M. HUBER CORPORATION, a New Jersey corporation.

Witness my hand and official seal.



Bennie R. Williams  
Notary Public

My Commission expires: Oct. 8, 2010

## QUITCLAIM DEED

David A. Nelsen and Margo L. Nelsen, husband and wife, grantors, of Sheridan County, Wyoming, hereby convey, release and forever quitclaim unto Margo L. Nelsen, a married person, as her sole and separate property, an undivided 50 *percent* interest, unto Amanda D. Nelsen, a single person, an undivided 25 *percent* interest, and unto Echo E. Nelsen, a single person, an undivided 25 *percent* interest, as tenants in common, their respective heirs and assigns, all right, title, property, claim and demand as they have or ought to have, in or to all the following described premises, to-wit:

Lot 56, Block 5, Sheltered Acres Subdivision to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

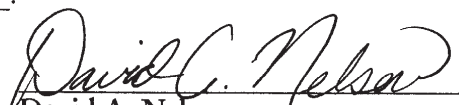
Grantors make this conveyance for and in consideration of good and valuable consideration, the receipt and sufficiency whereof is hereby confessed and acknowledged. They make this conveyance for themselves, their heirs, executors and administrators.

This deed is an absolute conveyance of any interest grantors may have or hereafter acquire in the subject property by virtue of the Warranty Deed executed by Eric D. Tannas and Megan L. Tannas, as grantors, dated the seventh day of October 2003, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Grantees' address is 1434 GLADSTONE, SHERIDAN, WY.  
Sheridan, Wyoming 82801.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 29 day of DECEMBER 2008.

  
Margo L. Nelsen

  
David A. Nelsen

DEED