

## RE-SEEDING AGREEMENT

This Agreement ("Agreement") is entered into as of the 17<sup>th</sup> day of May, 2001 by and between Vicki Pavelsek, Ben Davis and Glen Davis whose address is 22401 Weld County Road 4, Hudson, CO 80642 (together referred to as "Independent Contractor") and Mountain Petroleum Corporation, a Nevada corporation ("Mountain") with offices at 1801 Broadway, Suite 1250, Denver, Colorado 80202, and covers the following described lands (the "Lands") situated in Weld County, Colorado:

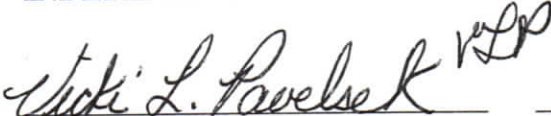
Township 1 North, Range 65 West, of the 6<sup>th</sup> P.M.  
Section 26: S/2

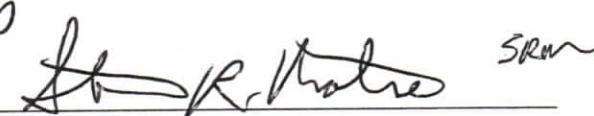
1. Promptly after execution of this Agreement by all the parties hereto, Mountain shall pay to Independent Contractor \$1,700.00 (the "Payment").
2. From and after the date of this Agreement, Independent Contractor hereby assumes full responsibility for all obligations, costs, risks and expenses necessary for the proper final surface restoration and re-seeding of the drillsite location of the Parker 10-26 Well located on the Lands (the "Obligations") and hereby saves and holds harmless Mountain, its successors and assigns, from and against all claims, demands, suits, loss, injuries, cost, liability, and expense, including without limitation reasonable attorney's fees, incident to, arising out of, or resulting from the Obligations. ~~(X)~~ See Reverse Side
3. Acceptance of the Payment by the Independent Contractor shall be full and final settlement of the Obligations with respect to Mountain.
4. The parties hereto shall keep the terms of this Agreement confidential and shall not disclose such terms to any person, except as may be reasonably necessary for the proper enforcement of any provision hereof, and agree that this Agreement shall not be placed of record.
5. In the event that Mountain is required to retain legal counsel to litigate any provision of this Agreement, it is specifically agreed that should Mountain prevail, Independent Contractor shall be responsible for all costs to Mountain of any such litigation, including reasonable attorney's fees.

This Agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the undersigned.


The undersigned have executed this Agreement as of the day first above written.

**INDEPENDENT CONTRACTOR    MOUNTAIN PETROLEUM CORPORATION**

  
Vicki Pavelsek

  
Steven R. Matre  
Vice President

  
Ben Davis

  
Glen Davis

Please Add to # 2;

(\*) Obligations. NO waiver is made with Respect to Any other claims, Known OR unknown, Not Relating specifically to the Restoration of the surface; Reseeding OR Re-vegetation for the purposes of this Agreement shall be construed AS a final surface Restoration in its narrowest context and shall not refer in any way to subsurface activities, pollution OR the like.

MR Matre,

per our phone conversation, the above is all that we would like to add. We have initialkd our names. If this is satisfactory simply initial and send us a copy.

Thx  
Vicki L. Pavelschek

P.S.  
Sorry for the  
delay

