

Recording requested by and
after recording return to:

Alpental Energy Partners, LLC
86 N. University Avenue, Suite 400
Provo, UT 84601 USA
Attention: Brady Olson

Ent 244260 Bk 451 Pg 405
Date: 12-JAN-2011 4:14:05PM
Fee: \$16.00 Cash
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: ALPENTAL ENERGY

Parcel No. _____

MEMORANDUM OF LEASE
(Skyline)

This Memorandum of Lease (this "Memorandum") is made and entered into as of December 13, 2010 (the "Effective Date"), by and between MURPHY-BROWN, LLC, a Delaware limited liability company, as "Landlord," and ALPENTAL ENERGY PARTNERS, LLC, a Delaware limited liability company, as "Tenant," concerning that certain unrecorded Ground Lease of even date herewith between Landlord and Tenant (the "Lease"), pursuant to which Landlord has leased to Tenant the premises described in Exhibit "A" attached hereto and incorporated herein (the "Premises"). Capitalized terms used and not defined herein have the meaning given the same in the Lease.

1. The term of the Lease is for a period of ten (10) years, unless sooner terminated as provided in the Lease. In addition, Tenant has the option to extend the term of the Lease for two (2) successive five (5) year renewal terms.

2. If Landlord proposes to sell all or any portion of the Premises or any right, title or interest therein, then Tenant has a right of first refusal to purchase the same, on the terms and conditions set forth in the Lease.

3. Tenant has the right, in accordance with the terms of the Lease, to enter onto adjacent property owned by Landlord, to develop, construct, erect, install, improve, enlarge, reconstruct, replace, repower, relocate, dismantle, maintain, repair, operate and monitor pipelines, electrical transmission lines, utility lines, roads and related facilities.

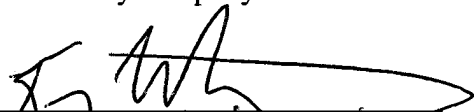
4. The Parties are causing this Memorandum to be recorded for the purpose of providing constructive notice of the Lease and Tenant's rights thereunder. This Memorandum is not a complete summary of the Lease, and all the respective rights and obligations of the Parties are governed by the terms, covenants and conditions contained in the Lease, which terms, covenants and conditions are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and the provisions in this Memorandum shall not be used in interpreting the Lease provisions. In the event of any conflict between this Memorandum and the terms and provisions of the Lease, the terms and provisions of the Lease shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Memorandum as of the Effective Date.


LANDLORD:

MURPHY BROWN, LLC, a Delaware
limited liability company

By: 
Name: Craig Westerbaek
Title: Asst. VP, EHS Compliance

STATE OF)
)ss:
COUNTY OF)

The foregoing instrument was acknowledged before me on this 5 day of Jan, 2011, by Craig Westerbaek, on behalf of MURPHY BROWN, LLC, a Delaware limited liability company.


NOTARY PUBLIC
My commission expires: Sept 5 2015

TENANT:

ALPENTAL ENERGY PARTNERS, LLC,
a Delaware limited liability company

By: [Signature]
Name: Paul Stephan
Title: Managing Partner

STATE OF Utah)
)ss:
COUNTY OF Utah)

The foregoing instrument was acknowledged before me on this 11 day of Jan, 2011,
by Paul Stephan, as Managing Partner, on behalf of ALPENTAL ENERGY PARTNERS,
LLC, a Delaware limited liability company.

[Signature]
NOTARY PUBLIC

My commission expires: 1.24.2012

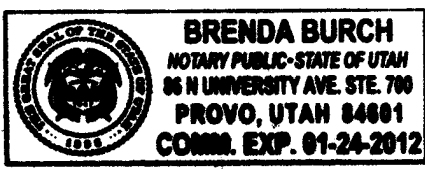


EXHIBIT "A" TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF BEAVER, STATE OF UTAH:

PARCEL TWO - SKYLINE LEASE PARCEL

BEGINNING AT A POINT N 89°30'16" W ALONG THE ¼ SECTION LINE 366.14 FEET FROM THE EAST ¼ CORNER OF SECTION 4. T30S. R11W, SLB & M AND RUNNING THENCE S 00°00'40" W 1000.60 FEET; THENCE S 89°59'58" W 1000.00 FEET; THENCE N 00°00'40" E 1009.26 FEET THENCE S 89°30'16" E 1000.04 FEET TO THE POINT OF BEGINNING AND CONTAINS 23.070 ACRES.

TOGETHER WITH:

SKYLINE ACCESS EASEMENT #1

BEGINNING AT A POINT N 00°15'02" E 1572.38 FEET FROM THE SOUTH ¼ CORNER OF SECTION 4, T30S, R11W, SLB & M AND RUNNING THENCE S 88°59'39" E 1282.16 FEET; THENCE 39.70 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°59'42" AND RADIUS OF 25.00 FEET; E; THENCE N 00°00'40" E 63.27 FEET; N 89°59'58" E 50.00 FEET; S 00°00'40" W 63.28 FEET; THENCE 119.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT POINT THROUGH A CENTRAL ANGLE OF 90°59'42" AND RADIUS OF 75.00 FEET; THENCE N 88°59'39" W 909.89 FEET THENCE 39.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°43'56" AND RADIUS OF 25.00 FEET; THENCE S 00°16'26" W 281.64 FEET; THENCE N 90°00'00" W 360.60 TO 3600 WEST STREET (A COUNTY ROAD) THENCE N 00°05'06" E ALONG SAID STREET 35.00 FEET; THENCE S 90°00'00" E 255.83 FEET; THENCE 39.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°43'34" AND RADIUS OF 25.00 FEET; THENCE N 00°16'26" E 223.80 FEET; THENCE 38.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°16'04" AND RADIUS OF 25.00 FEET; THENCE N 88°59'39" W 269.78 FEET TO 3600 WEST STREET; THENCE N 05°20'25" W ALONG SAID STREET 50.31 FEET; THENCE S 88°59'39" E 33.09 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

SKYLINE ACCESS EASEMENT #2

BEGINNING AT A POINT N 89°30'16" W ALONG THE ¼ SECTION LINE 1366.18 FEET AND S 00°00'40" W 15.00 FEET FROM THE EAST 1/4 CORNER OF SECTION 4. T30S, R11W, SLB & M AND RUNNING THENCE S 00°00'40" W 40.00 FEET; THENCE N 89°30'16" W 1480.76 FEET TO 3600 WEST STREET (A COUNTY ROAD); THENCE N 24°53'53" E ALONG SAID STREET 43.92 FEET; THENCE S 89°30'16" E 1462.27 FEET TO THE POINT OF BEGINNING.