Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease, or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so to promote the conservation of oil, gas, or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be in a unit or unit of size not to exceed that set or approved by the Oil and Gas regulator commission of the State or agency of jurisdiction. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated and instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties n production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such proportion of the royalty stipulated herein as the amount of his acreage place in the unit or his royalty interest herein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Lessee agree to prepay surface damages in the amount of $2000.00 in advance and as part of this leases bonus for the first test drilled on acreage and Lessee agrees to pay $1,000 for every additional oil or gas test well drill on this lease prior to 'their spud dates. If actual damages for any one location exceeds the amount provide above, then the Lessee will be obligated for the excess amount.

Lessee agree to re seed with grass on a timely basis any pasture ground where drillsite locations are leveled or scraped.

Lessor has the right to protect surface locations of any test wells from erosion according to his judgment and sole discretion should he not be satisfied with the progress of the Lessee to do so and in such an event Lessor shall be reimbursed by the Lessee for any and all cost associated such restoration.

Lessee agrees not to drill wells under center pivot systems of leased ground, without the written consent of the Lessor.

Lessee agrees not to uses reserve pits or slush ponds and Lessee agrees to haul by vacuum truck, rotary cuttings and expended drilling fluids from and off of drillsite location, but only Lessor provides a spot to dump the same within the leased premises. Reserve pits or slush ponds shall be allowable on corners of cultivated irrigation fields

In WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

3L Farms, A Gen'l Partnership
by:

01084844

Tracy Lungwitz

Jeremiah Lungwitz

Joshua Lungwitz

500362 10/16/2000 10:00A OGLSE Janice Cobb
2 of 2 R 10.00 D 0.00 Yuma County,CO

STATE OF COLORADO)
) SS:
COUNTY OF YUMA)

Before me, the undersigned, a notary public within and for said County and State on This 29th day of June, 2000, personally appeared Tracy Lungwitz, Jeremiah Lungwitz, and Joshua Lungwitz to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have thereunder set my hand and official seal the day and year last above written.

My Commission Expires: 10-29-2001

Kristi L. Applehans
Notary Public

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