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45 P714 AMENDMENT

1 of 1 R 6.00 (00 N 0.00 Logan County CO

AMENDMENT AND RATIFICATION OF DECLARATION OF POOLING AND POOLING AGREEMENT

THIS AGREEMENT, made and entered into November 1, 2002, but effective as of the 1st day of February, 2000, by and between the undersigned party subscribing, ratifying, consenting and amending hereto (such party being hereinafter referred to as the "undersigned").

WITNESSETH

WHEREAS, the undersigned owns working, mineral and/or royalty, or overriding royalty interests under the Oil and Gas Leases and lands set out and described in that certain Declaration of Pooling and Pooling Agreement dated effective February 1, 2000, and recorded October 1, 2001 in the Logan County, Colorado records in Book 936, Page 143 or Reception No. 648087 (hereinafter referred to as "Pooling Agreement"), covering lands situated in Logan County, Colorado.

WHEREAS, the undersigned executed the above described Pooling Agreement, which pooled and combined their respective interest in the lands in the pooled area and leases described and set out in said Pooling Agreement for the purpose of developing and producing oil, gas and associated hydrocarbons under the terms of the Oil and Gas Leases described therein.

WHEREAS, it is the desire of the undersigned to amend and ratify said Pooling Agreement to cover and include *all* depths, *all* formations and *all* zones underlying the pooled area for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the lands described therein.

NOW THEREFORE, in consideration of the sum of Ten and More Dollars (\$10.00 & More) and other good and valuable considerations, the undersigned does hereby declare the lands and Leases as set out in the above described Pooling Agreement to be pooled and combined as to *all* depths, *all* formations and *all* zones and in consideration of the premises and the mutual advantages accruing to the undersigned, it is mutually covenanted and agreed that said Pooling Agreement shall be amended to cover and include *all* depths, *all* formations and *all* zones for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the following described lands situated in Logan County, Colorado (hereinafter referred to as the "pooled area"):

TOWNSHIP 10 NORTH, RANGE 52 WEST, 6TH P.M.

Sections 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ (a/d/a W $\frac{1}{2}$ Sec. 31), SE $\frac{1}{4}$

TOWNSHIP 9 NORTH, RANGE 52 WEST, 6TH P.M.

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ except the interval from 4,700' - 4,850' subsurface (a/d/a All Sec. 6)

Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ except from the surface to 5,040' subsurface (a/d/a E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 7)

TOWNSHIP 9 NORTH, RANGE 53 WEST, 6TH P.M.

Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ (a/d/a E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 1)

Except as amended and modified herein as to the depths, formations and zones covered and as to the description of the pooled area, in all other respects the above described Pooling Agreement and all of its terms, provisions and obligations shall remain in full force and effect and the undersigned does hereby accept, adopt, confirm and ratify said Pooling Agreement in all respects and as amended and modified herein.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

Arthur E. Sindt

Inez M. Sindt

STATE OF COLORADO)

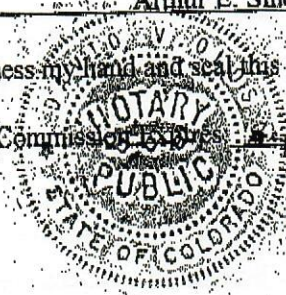
) SS. (INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF LOGAN)

Executed before me, a Notary Public, this 20th day of November, 2002
by Arthur E. Sindt, a/k/a A. E. Sindt, and Inez M. Sindt, husband and wife

Witness my hand and seal this 20th day of November, 2002

My Commission Expires Sept. 18, 2005



Notary Public
Address: 6615 W Rowland Ave
Littleton, CO 80128

657659 04/28/2003 11:00A 8945 P715 AMENDAMT
1 of 1 R 6.00 1.00 N 0.00 Logan County CO

AMENDMENT AND RATIFICATION OF DECLARATION OF POOLING AND POOLING AGREEMENT

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WHEREAS, the undersigned executed the above described Pooling Agreement, which pooled and combined their respective interest in the lands in the pooled area and leases described and set out in said Pooling Agreement for the purpose of developing and producing oil, gas and associated hydrocarbons under the terms of the Oil and Gas Leases described therein.

WHEREAS, it is the desire of the undersigned to amend and ratify said Pooling Agreement to cover and include all depths, all formations and all zones underlying the pooled area for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the lands described therein.

NOW THEREFORE, in consideration of the sum of Ten and More Dollars (\$10.00 & More) and other good and valuable considerations, the undersigned does hereby declare the lands and Leases as set out in the above described Pooling Agreement to be pooled and combined as to all depths, all formations and all zones and in consideration of the premises and the mutual advantages accruing to the undersigned, it is mutually covenanted and agreed that said Pooling Agreement shall be amended to cover and include all depths, all formations and all zones for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the following described lands situated in Logan County, Colorado (hereinafter referred to as the "pooled area"):

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IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

ATTEST:

Debra Dick Sec

BY:

Fairview Land & Livestock Company, Inc.

Donald E. Dickinson, President

STATE OF COLORADO)

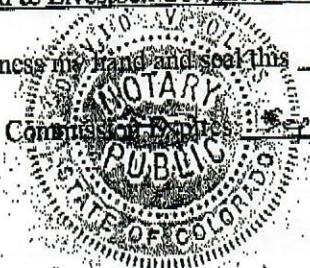
) SS. (CORPORATE ACKNOWLEDGMENT)

COUNTY OF LOGAN)

Executed before me, a Notary Public, this 20th day of November, 2002
by Donald E. Dickinson, a/k/a Don E. Dickinson, President of Fairview Land & Livestock Company, Inc., a/k/a Fairview Land & Livestock Co., Inc., a Colorado corporation, on behalf of said corporation by authority of its Board of Directors.

Witness my hand and seal this 20th day of November, 2002

My Commission Expires Sept. 18, 2005



[Signature]

Notary Public

Address: 6615 W. Rowland Ave.
Littleton, CO 80128

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IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

Eugene Q. Folladori

Eugene Q. Folladori, Personal Representative
for the Estate of Rose V. Parks



657660 04/29/2003 11:00A B945 P716 AMENDAGMT
1 of 1 R 6.00 D 0.00 N 0.00 Logan County CO

STATE OF COLORADO)

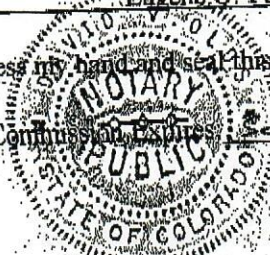
) SS. (INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF LOGAN)

Executed before me, a Notary Public, this 20th day of November, 2002
by Eugene Q. Folladori, Personal Representative for the Estate of Rose V. Parks

Witness my hand and seal this 20th day of November, 2002

My Commission Expires Sept. 18, 2005



[Signature]

Notary Public

Address: 6615 W. Rowland Ave.
Littleton, CO 80128

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WHEREAS, it is the desire of the undersigned to amend and ratify said Pooling Agreement to cover and include all depths, all formations and all zones underlying the pooled area for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the lands described therein.

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IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

X Edward L. Spotts

Edward L. Spotts, Personal Representative
for the Estate of Rose V. Parks

657661 04/29/2003 11:00A B945 P717 AMENDAGMT
1 of 1 R 6.00 D 0.00 N 0.00 Logan County CO

STATE OF COLORADO)

COUNTY OF DENVER) SS. (INDIVIDUAL ACKNOWLEDGMENT)

Executed before me, a Notary Public, this 3rd day of February, 2003
by Edward L. Spotts, Personal Representative for the Estate of Rose V. Parks

Witness my hand and seal this 3rd day of February, 2003

My Commission Expires 11-05-2005

HEATHER CAHOW
NOTARY PUBLIC
STATE OF COLORADO

Address: 10403 W. 10th

Notary Public

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IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

Debra Wilcox

Debra Wilcox, Personal Representative
for the Estate of Rose V. Parks



857662 04/29/2003 11:00A B945 P718 AMENDAGMT
1 of 1 R 6.00 D 0.00 N 0.00 Logan County CO

STATE OF COLORADO)

) SS. (INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF DENVER)

Executed before me, a Notary Public, this 20th day of December, 2002
by Debra Wilcox, Personal Representative for the Estate of Rose V. Parks

Witness my hand and seal this 20th day of December, 2002

My Commission Expires: 12/19/2005

Ann L. K...
Notary Public
Address: 1032 N. 1st St.
Denver, CO 80202


 057663 04/28/2003 11:00A B945 P719 AMENDAGMT
 1 of 1 R 6.00 9.00 N 0.00 Logan County CO

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IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

ATTEST:

Tobias Meister

Flame Royalties, Inc.

BY:

Dale Rich, President

 STATE OF OKLAHOMA)

) SS. (CORPORATE ACKNOWLEDGMENT)

 COUNTY OF OKMULGEE)

Executed before me, a Notary Public, this 21st day of February, 2003
 by Dale Rich as President of Flame Royalties, Inc.
 and that said instrument was signed and sealed in behalf of said corporation to be a free act and deed of said corporation.

Witness my hand and seal this 21st day of February, 2003

 My Commission Expires 2-27-04

Loretta M Reed

Notary Public

 Address: PO Box 904
Okmulgee OK 74421


 657884 04/29/2003 11:00A B945 P720 AMENDMNT
 1 of 1 R 8.00 P 0.00 N 0.00 Logan County CO

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Sections 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ (a/d/a W $\frac{1}{2}$ Sec. 31), SE $\frac{1}{4}$

TOWNSHIP 9 NORTH, RANGE 52 WEST, 6TH P.M.

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ except the interval from 4,700' - 4,850' subsurface (a/d/a All Sec. 6)

Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ except from the surface to 5,040' subsurface (a/d/a E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 7)

TOWNSHIP 9 NORTH, RANGE 53 WEST, 6TH P.M.

Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ (a/d/a E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 1)

Except as amended and modified herein as to the depths, formations and zones covered and as to the description of the pooled area, in all other respects the above described Pooling Agreement and all of its terms, provisions and obligations shall remain in full force and effect and the undersigned does hereby accept, adopt, confirm and ratify said Pooling Agreement in all respects and as amended and modified herein.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

WITNESS:

Rose Royalty L.L.C.

BY: X

Adam C. Singer, Manager

 STATE OF OKLAHOMA)

) SS. (L.L.C. ACKNOWLEDGMENT)

 COUNTY OF TULSA)

Executed before me, a Notary Public, this 11th day of February, 2003,
 by Adam C. Singer as Manager/Partner of Rose Royalty, L.L.C.
 and that said instrument was signed and sealed in behalf of said L.L.C. to be a free act and deed of said L.L.C.

Witness my hand and seal this 11th day of February, 2003.

My Commission Expires:

JANET E. SHOOK, NOTARY PUBLIC
 State of Oklahoma, Tulsa County
 Commission No: 02017511
 Commission Expires: Dec. 1, 2006

Address:

Tulsa, Okla.

Notary Public

AMENDMENT AND RATIFICATION OF DECLARATION OF POOLING AND POOLING AGREEMENT

THIS AGREEMENT, made and entered into November 1, 2002, but effective as of the 1st day of February, 2000, by and between the undersigned party subscribing, ratifying, consenting and amending hereto (such party being hereinafter referred to as the "undersigned").

WITNESSETH

WHEREAS, the undersigned owns working, mineral and/or royalty, or overriding royalty interests under the Oil and Gas Leases and lands set out and described in that certain Declaration of Pooling and Pooling Agreement dated effective February 1, 2000, and recorded October 1, 2001 in the Logan County, Colorado records in Book 936, Page 143 or Reception No. 648087 (hereinafter referred to as "Pooling Agreement"), covering lands situated in Logan County, Colorado.

WHEREAS, the undersigned executed the above described Pooling Agreement, which pooled and combined their respective interest in the lands in the pooled area and leases described and set out in said Pooling Agreement for the purpose of developing and producing oil, gas and associated hydrocarbons under the terms of the Oil and Gas Leases described therein.

WHEREAS, it is the desire of the undersigned to amend and ratify said Pooling Agreement to cover and include *all* depths, *all* formations and *all* zones underlying the pooled area for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the lands described therein.

NOW THEREFORE, in consideration of the sum of Ten and More Dollars (\$10.00 & More) and other good and valuable considerations, the undersigned does hereby declare the lands and Leases as set out in the above described Pooling Agreement to be pooled and combined as to *all* depths, *all* formations and *all* zones and in consideration of the premises and the mutual advantages accruing to the undersigned, it is mutually covenanted and agreed that said Pooling Agreement shall be amended to cover and include *all* depths, *all* formations and *all* zones for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the following described lands situated in Logan County, Colorado (hereinafter referred to as the "pooled area"):

TOWNSHIP 10 NORTH, RANGE 52 WEST, 6TH P.M.

Sections 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ (a/d/a W $\frac{1}{2}$ Sec. 31), SE $\frac{1}{4}$

TOWNSHIP 9 NORTH, RANGE 52 WEST, 6TH P.M.

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ except the interval from 4,700' - 4,850' subsurface (a/d/a All Sec. 6)

Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ except from the surface to 5,040' subsurface (a/d/a E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 7)

TOWNSHIP 9 NORTH, RANGE 53 WEST, 6TH P.M.

Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ (a/d/a E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 1)

Except as amended and modified herein as to the depths, formations and zones covered and as to the description of the pooled area, in all other respects the above described Pooling Agreement and all of its terms, provisions and obligations shall remain in full force and effect and the undersigned does hereby accept, adopt, confirm and ratify said Pooling Agreement in all respects and as amended and modified herein.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

X Kathryn P. Keating
Kathryn P. Keating

657665 04/29/2003 11:00A B945 P721 AMENDAGMT
1 of 1 R 6.00 D 0.00 N 0.00 Logan County CO

STATE OF TEXAS)

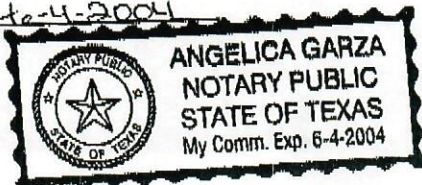
) SS. (INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF HARRIS)

Executed before me, a Notary Public, this 27 day of December, 2002
by Kathryn P. Keating, a/k/a Kathryn Pearson Keating

Witness my hand and seal this 27 day of December, 2002

My Commission Expires: 4-4-2004



[Signature]
Notary Public
Address: 10411 Westheimer
Hou 1 8 77042

AMENDMENT AND RATIFICATION OF DECLARATION OF POOLING AND POOLING AGREEMENT

THIS AGREEMENT, made and entered into November 1, 2002, but effective as of the 1st day of February, 2000, by and between the undersigned party subscribing, ratifying, consenting and amending hereto (such party being hereinafter referred to as the "undersigned").

WITNESSETH

WHEREAS, the undersigned owns working, mineral and/or royalty, or overriding royalty interests under the Oil and Gas Leases and lands set out and described in that certain Declaration of Pooling and Pooling Agreement dated effective February 1, 2000, and recorded October 1, 2001 in the Logan County, Colorado records in Book 936, Page 143 or Reception No. 648087 (hereinafter referred to as "Pooling Agreement"), covering lands situated in Logan County, Colorado.

WHEREAS, the undersigned executed the above described Pooling Agreement, which pooled and combined their respective interest in the lands in the pooled area and leases described and set out in said Pooling Agreement for the purpose of developing and producing oil, gas and associated hydrocarbons under the terms of the Oil and Gas Leases described therein.

WHEREAS, it is the desire of the undersigned to amend and ratify said Pooling Agreement to cover and include *all* depths, *all* formations and *all* zones underlying the pooled area for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the lands described therein.

NOW THEREFORE, in consideration of the sum of Ten and More Dollars (\$10.00 & More) and other good and valuable considerations, the undersigned does hereby declare the lands and Leases as set out in the above described Pooling Agreement to be pooled and combined as to *all* depths, *all* formations and *all* zones and in consideration of the premises and the mutual advantages accruing to the undersigned, it is mutually covenanted and agreed that said Pooling Agreement shall be amended to cover and include *all* depths, *all* formations and *all* zones for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the following described lands situated in Logan County, Colorado (hereinafter referred to as the "pooled area"):

TOWNSHIP 10 NORTH, RANGE 52 WEST, 6TH P.M.

Sections 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ (a/d/a W $\frac{1}{2}$ Sec. 31), SE $\frac{1}{4}$

TOWNSHIP 9 NORTH, RANGE 52 WEST, 6TH P.M.

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ except the interval from 4,700' - 4,850' subsurface (a/d/a All Sec. 6)
Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ except from the surface to 5,040' subsurface (a/d/a E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 7)

TOWNSHIP 9 NORTH, RANGE 53 WEST, 6TH P.M.

Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ (a/d/a E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 1)

Except as amended and modified herein as to the depths, formations and zones covered and as to the description of the pooled area, in all other respects the above described Pooling Agreement and all of its terms, provisions and obligations shall remain in full force and effect and the undersigned does hereby accept, adopt, confirm and ratify said Pooling Agreement in all respects and as amended and modified herein.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

X Larry J. Manion, Trustee
Larry J. Manion, Trustee under the Will of
Clarence E. Manion, Deceased

657666 04/29/2003 11:00A B945 P722 AMENDAGMT
1 of 1 R 6.00 D 0.00 N 0.00 Logan County CO

STATE OF COLORADO)

) SS. (INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF DENVER)

Executed before me, a Notary Public, this 17th day of December, 2002
by Larry J. Manion, Trustee under the Will of Clarence E. Manion, Deceased

Witness my hand and seal this 17th day of December, 2002

My Commission Expires: My Commission Expires March 4, 2005

LESLE ANNE BITCO
NOTARY PUBLIC
Address: 1200 Broadway, #1078
Denver, CO 80202
OF COLORADO

657687 04/28/2003 11:00A B945 P723 AMENDGMT
1 of 1 R 6.00 D 30 N 0.00 Logan County CO

AMENDMENT AND RATIFICATION OF DECLARATION OF POOLING AND POOLING AGREEMENT

THIS AGREEMENT, made and entered into November 1, 2002, but effective as of the 1st day of February, 2000, by and between the undersigned party subscribing, ratifying, consenting and amending hereto (such party being hereinafter referred to as the "undersigned").

WITNESSETH

WHEREAS, the undersigned owns working, mineral and/or royalty, or overriding royalty interests under the Oil and Gas Leases and lands set out and described in that certain Declaration of Pooling and Pooling Agreement dated effective February 1, 2000, and recorded October 1, 2001 in the Logan County, Colorado records in Book 936, Page 143 or Reception No. 648087 (hereinafter referred to as "Pooling Agreement"), covering lands situated in Logan County, Colorado.

WHEREAS, the undersigned executed the above described Pooling Agreement, which pooled and combined their respective interest in the lands in the pooled area and leases described and set out in said Pooling Agreement for the purpose of developing and producing oil, gas and associated hydrocarbons under the terms of the Oil and Gas Leases described therein.

WHEREAS, it is the desire of the undersigned to amend and ratify said Pooling Agreement to cover and include all depths, all formations and all zones underlying the pooled area for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the lands described therein.

NOW THEREFORE, in consideration of the sum of Ten and More Dollars (\$10.00 & More) and other good and valuable considerations, the undersigned does hereby declare the lands and Leases as set out in the above described Pooling Agreement to be pooled and combined as to all depths, all formations and all zones and in consideration of the premises and the mutual advantages accruing to the undersigned, it is mutually covenanted and agreed that said Pooling Agreement shall be amended to cover and include all depths, all formations and all zones for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the following described lands situated in Logan County, Colorado (hereinafter referred to as the "pooled area"):

TOWNSHIP 10 NORTH, RANGE 52 WEST, 6TH P.M.

Sections 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ (a/d/a W $\frac{1}{2}$ Sec. 31), SE $\frac{1}{4}$

TOWNSHIP 9 NORTH, RANGE 52 WEST, 6TH P.M.

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ except the interval from 4,700' - 4,850' subsurface (a/d/a All Sec. 6)

Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ except from the surface to 5,040' subsurface (a/d/a E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 7)

TOWNSHIP 9 NORTH, RANGE 53 WEST, 6TH P.M.

Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ (a/d/a E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 1)

Except as amended and modified herein as to the depths, formations and zones covered and as to the description of the pooled area, in all other respects the above described Pooling Agreement and all of its terms, provisions and obligations shall remain in full force and effect and the undersigned does hereby accept, adopt, confirm and ratify said Pooling Agreement in all respects and as amended and modified herein.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

WITNESS: _____

Mitton Family LLC

BY: 

Robert L. Mitton, Jr., Manager

STATE OF COLORADO)

) SS. (L.L.C. ACKNOWLEDGMENT)

COUNTY OF MESA)

Executed before me, a Notary Public, this 16th day of December, 2002
by Robert L. Mitton, a/k/a Robert Lee Mitton as Manager/Partner of Mitton Family LLC
and that said instrument was signed and sealed in behalf of said LLC to be a free act and deed of said LLC.

Witness my hand and seal this 16th day of December, 2002

My Commission Expires: 2/17/03



Eugene H. Adams, Jr.
Notary Public
Address: 101 So 3rd St. # 376
Grand Junction, Colo. 81501

657668 04/29/2003 11:00A B945 P724 AMENDAGMT
1 of 1 R 6.00 D 00 N 0.00 Logan County CO

AMENDMENT AND RATIFICATION OF DECLARATION OF POOLING AND POOLING AGREEMENT

THIS AGREEMENT, made and entered into November 1, 2002, but effective as of the 1st day of February, 2000, by and between the undersigned party subscribing, ratifying, consenting and amending hereto (such party being hereinafter referred to as the "undersigned").

WITNESSETH

WHEREAS, the undersigned owns working, mineral and/or royalty, or overriding royalty interests under the Oil and Gas Leases and lands set out and described in that certain Declaration of Pooling and Pooling Agreement dated effective February 1, 2000, and recorded October 1, 2001 in the Logan County, Colorado records in Book 936, Page 143 or Reception No. 648087 (hereinafter referred to as "Pooling Agreement"), covering lands situated in Logan County, Colorado.

WHEREAS, the undersigned executed the above described Pooling Agreement, which pooled and combined their respective interest in the lands in the pooled area and leases described and set out in said Pooling Agreement for the purpose of developing and producing oil, gas and associated hydrocarbons under the terms of the Oil and Gas Leases described therein.

WHEREAS, it is the desire of the undersigned to amend and ratify said Pooling Agreement to cover and include *all* depths, *all* formations and *all* zones underlying the pooled area for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the lands described therein.

NOW THEREFORE, in consideration of the sum of Ten and More Dollars (\$10.00 & More) and other good and valuable considerations, the undersigned does hereby declare the lands and Leases as set out in the above described Pooling Agreement to be pooled and combined as to *all* depths, *all* formations and *all* zones and in consideration of the premises and the mutual advantages accruing to the undersigned, it is mutually covenanted and agreed that said Pooling Agreement shall be amended to cover and include *all* depths, *all* formations and *all* zones for the purposes of developing and producing oil, gas and associated hydrocarbons underlying the following described lands situated in Logan County, Colorado (hereinafter referred to as the "pooled area"):

TOWNSHIP 10 NORTH, RANGE 52 WEST, 6TH P.M.

Sections 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ (a/d/a W $\frac{1}{2}$ Sec. 31), SE $\frac{1}{4}$

TOWNSHIP 9 NORTH, RANGE 52 WEST, 6TH P.M.

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ except the interval from 4,700' - 4,850' subsurface (a/d/a All Sec. 6)

Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ except from the surface to 5,040' subsurface (a/d/a E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 7)

TOWNSHIP 9 NORTH, RANGE 53 WEST, 6TH P.M.

Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ (a/d/a E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 1)

Except as amended and modified herein as to the depths, formations and zones covered and as to the description of the pooled area, in all other respects the above described Pooling Agreement and all of its terms, provisions and obligations shall remain in full force and effect and the undersigned does hereby accept, adopt, confirm and ratify said Pooling Agreement in all respects and as amended and modified herein.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement, and this Agreement shall be effective as of the date first above written.

Ackman Resources, LLC

BY: 

Edward J. Ackman, Manager

STATE OF COLORADO)

COUNTY OF DENVER)

) SS. (LLC ACKNOWLEDGMENT)

Executed before me, a Notary Public, this 22nd day of April, 2003
by Edward J. Ackman as Manager of Ackman Resources, LLC
and that said instrument was signed and sealed in behalf of said corporation to be a free act and deed of said corporation.

Witness my hand and seal this 20th day of April, 2003

My Commission Expires: 9/9/06




Christine K. Pettinger Notary Public
Address: 9650 Fox Street
Northglenn, CO 80260