

DECLARATION OF POOLING AND POOLING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Black Raven Energy, Inc., with an address of 1125 17th street, Suite 2300, Denver, CO 80202, owns the Oil and Gas Leases and lands set out and described on Exhibit A attached hereto and made a part hereof insofar as said Leases cover land lying within the unit herein below designated; and

WHEREAS, Black Raven Energy, Inc., intends to drill the **Oltjenbruns 843-7-33** well on lands lying within the unit herein below designated; and

WHEREAS, the leases set out herein grant the Lessee thereof the power to pool, unitize and combine the lands subject to those leases; and

WHEREAS, Black Raven Energy, Inc., desires to pool and combine the lands and Leases described on Exhibit A for the purpose of developing and producing gas and associated hydrocarbons under the terms of such Oil and Gas Leases and the terms and provisions of this Agreement.

NOW THEREFORE, Black Raven Energy, Inc., does hereby declare the lands and Leases set out on Exhibit A pooled and combined as set out below:

The lands and Leases set out and described on Exhibit A shall be and the same are hereby pooled, unitized and combined into a single unit for the purposes of developing and producing gas and associated hydrocarbons from the following described lands (hereinafter referred to as "pooled area"), to wit:

TOWNSHIP 8 NORTH, RANGE 43 WEST, 6TH P.M.
Section 7: SW/4, SE/4
Phillips County, Colorado

provided, however, that this Agreement shall extend to and include only the gas and associated hydrocarbons produced from the Niobrara formation, from the pooled area (hereinafter referred to as "pooled substances").

2. The pooled area shall be developed and operated as an entirety as though the pooled area were covered by a single Oil and Gas Lease executed by all persons owning an interest therein. There shall be no obligation on the Lessees to offset any gas well or wells completed in the formations covered by this Agreement on separate component tracts in which the pooled area is now or may be hereafter divided nor shall any Lessee be required to separately measure pooled substances because of the diverse ownership thereof.

3. The location, commencement, completion, continued operation, production or reworking of a well or wells for pooled substances on the pooled area shall be construed and considered as the location, commencement, completion, continued operation, production or reworking on each and all of the lauds within and comprising the pooled area, and operations or production pursuant to this Agreement shall be deemed to be operations or production under each Lease made the subject thereof.

4. Royalty, overriding royalty and other burdens now existing or which may be hereafter created, accruing or payable with respect to production of pooled substances from the pooled area shall be determined by allocating such production to the separately leased tracts into which the pooled area is now or maybe hereafter divided in the proportion that the surface acreage contained in each tract bears to the entire surface acreage contained in the pooled area; and

the royalty, overriding royalty or other burden on the working interest shall accrue and be paid upon or out of that portion of the production so allocated to each separately leased tract.

5. This Agreement shall be and remain in force and effect for so long as the aforesaid Leases, or any of them, remain or are continued in force as to any part of the pooled area, whether by production, extension, renewal or otherwise.

6. This Agreement and all operations contemplated hereby shall be subject to any and all applicable laws, rules, orders and regulations pertaining to the drilling, development and operation of the Oil and Gas Leases affected hereby.

Black Raven Energy, Inc.

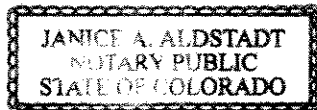
By: Billy R. Hataway
Billy R. Hataway
Director of Operations

Date: 12/1/2010

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of December, 2010 by Billy R. Hataway, Director of Operations for Black Raven Energy, Inc., a Nevada Corporation, on behalf of the corporation.

WITNESS my hand and official seal.



My Commission Expires July 28, 2013

Janice A. Aldstadt
Janice A. Aldstadt
My Commission Expires: July 28, 2013

Agreement BETH CUMMING PHILLIPS COUNTY
REC FEE: 21.00 DOC FEE: 0.00 TOTAL FEE: 21.00



EXHIBIT A

Attached to and made apart of that certain Declaration of Pooling and Pooling Agreement dated December 1, 2010, embracing the S/2 of Section 7, Township 8 North, Range 43 West, 6th P.M., Phillips County, Colorado, including the Oltjenbruns 843-7-33 well.

Lease No.: Fee – (BRE Ref #AMH-OGL-0055)
Lease Date: April 30, 2001
Lessor: Elton Oltjenbruns, Elton Oltjenbruns, a married man
dealing in his sole and separate property
Lessee: Amirmex, Inc.
Description of
Land Committed: T8N-R43W, Section 7: SE/4
Recording Data: Reception 215350

Lease No.: Fee – (BRE Ref #AMH-OGL-0053)
Lease Date: April 30, 2001
Lessor: Elton Oltjenbruns and Eunice Oltjenbruns, Tenants in
Common
Lessee: Amirmex, Inc.
Description of
Land Committed: T8N-R43W, Section 7: SW/4
Recording Data: Reception 215371