

DECLARATION OF POOLING AND
POOLING AGREEMENT

THIS AGREEMENT, made and entered into as of the 17th day of December, 1990, by and between the parties subscribing, ratifying or consenting hereto (such parties being hereinafter referred to as "parties hereto").

W I T N E S S E T H

WHEREAS, The undersigned parties hereto own working, royalty or overriding royalty interests under the Oil and Gas Leases and lands set out and described in Exhibit "A" attached hereto and made a part hereof insofar as said Leases cover land lying within the unit herein below designated; and,

WHEREAS, the parties hereto desire to pool and combine their respective interests in the lands and Leases described below 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, by all parties subscribing hereto, the parties do hereby declare the lands and Leases set out on Exhibit "A" pooled and combined as set out below and in consideration of the premises and the mutual advantages accruing to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1.

The lands and Leases set out and described in 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 7 SOUTH, RANGE 96 WEST, 6th P.M.
Section 22: SE/4
and containing 160.00 acres, more or less
GV-33-22 Well
Garfield County, Colorado

provided, however, that this Agreement shall extend to and include only the gas and associated hydrocarbons produced from the Mesaverde 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 lands 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 may be 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.

7.

The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto, and their successors in interest until this Agreement terminates and any grant, transfer or conveyance of any land or interest subject thereto, whether voluntary or otherwise, shall be and is hereby conditioned upon the assumption of all obligations hereunder by the grantee, transferee or other successor in interest.

8.

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties hereto, or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

WORKING INTEREST OWNERS

ATTEST:

BARRETT RESOURCES CORPORATION

By: 
Joseph P. Barrett, Asst. Secretary

By: 
J. Frank Keller, Vice President

ATTEST:

ALARADO RESOURCES, LIMITED BY
Alarado Corporation, General Partner

By: _____
Secretary

By: _____
Stephen B. Evans, President

ABO PETROLEUM CORPORATION

DELBARCO

By: _____
John A. Yates, Attorney-in-Fact

By: _____
Craig Barton, Managing Director

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 18th day of January, 1991, before me personally appeared J. Frank Keller, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Barrett Resources Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. Frank Keller acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My commission expires:

Kelly C. Elliott
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

On this _____ day of _____, 1991, before me personally appeared Stephen B. Evans, to me personally known, who, being by me duly sworn, did say that he is the President of Alarado Corporation, General Partner of Alarado Resources Limited, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Stephen B. Evans acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My commission expires:

Notary Public

STATE OF NEW MEXICO)) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by John A. Yates, Attorney-in-Fact for ABO Petroleum Corporation; by Peyton Yates, Attorney-in-Fact for Yates Drilling Company; by John A. Yates, Attorney-in-Fact for Yates Petroleum Corporation, all New Mexico corporations, on behalf of said corporations; and by Frank Yates, Jr., Attorney-in-fact for S. P. Yates, Personal Representative of the Estate of Martin Yates, III; Deceased; individually and as Attorney-in-Fact for S. P. Yates, and B. W. Harper, Personal Representatives of the Estate of Lillie M. Yates, Deceased.

My commission expires:

Notary Public

Declaration of Pooling and Pooling Agreement
 SE/4 Section 22, T7S-R96W
 GV-33-22 Well
 Page 2

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.

7.

The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto, and their successors in interest until this Agreement terminates and any grant, transfer or conveyance of any land or interest subject thereto, whether voluntary or otherwise, shall be and is hereby conditioned upon the assumption of all obligations hereunder by the grantee, transferee or other successor in interest.

8.

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties hereto, or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

WORKING INTEREST OWNERS

ATTEST:

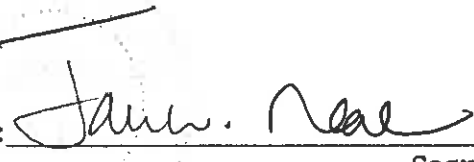
BARRETT RESOURCES CORPORATION

By: _____
 Joseph P. Barrett, Asst. Secretary

By: _____
 J. Frank Keller, Vice President

ATTEST:

ALARADO RESOURCES, LIMITED BY
 Alarado Corporation, General Partner

By:  _____
 Secretary

By:  _____
 Stephen B. Evans, President

ABO PETROLEUM CORPORATION

DELBARCO

By: _____
 John A. Yates, Attorney-in-Fact

By: _____
 Craig Barton, Managing Director

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SE/4 Section 22, T7S-R96W
GV-33-22 Well
Page 4

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this _____ day of _____, 1991, before me personally appeared J. Frank Keller, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Barrett Resources Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. Frank Keller acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

On this 10th day of June, 1991, before me personally appeared Stephen B. Evans, to me personally known, who, being by me duly sworn, did say that he is the President of Alarado Corporation, General Partner of Alarado Resources Limited, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Stephen B. Evans acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My commission expires: 6/10/93

Vicki L. Wambolt
Notary Public - Vicki L. Wambolt
215 Union Blvd., Suite 450
Lakewood, CO 80228

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by John A. Yates, Attorney-in-Fact for ABO Petroleum Corporation; by Peyton Yates, Attorney-in-Fact for Yates Drilling Company; by John A. Yates, Attorney-in-Fact for Yates Petroleum Corporation, all New Mexico corporations, on behalf of said corporations; and by Frank Yates, Jr., Attorney-in-fact for S. P. Yates, Personal Representative of the Estate of Martin Yates, III; Deceased; individually and as Attorney-in-Fact for S. P. Yates, and B. W. Harper, Personal Representatives of the Estate of Lillie M. Yates, Deceased.

My commission expires: _____

Notary Public

Declaration of Pooling and Pooling Agreement
 SE/4 Section 22, T7S-R96W
 GV-33-22 Well
 Page 2

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.

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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.

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This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties hereto, or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

WORKING INTEREST OWNERS

ATTEST:

BARRETT RESOURCES CORPORATION

By: _____
 Joseph P. Barrett, Asst. Secretary

By: _____
 J. Frank Keller, Vice President

ATTEST:


ALARADO RESOURCES, LIMITED BY
 Alarado Corporation, General Partner

By: _____
 Secretary

By: _____
 Stephen B. Evans, President

ATTEST:

DELBARCO, INC.

By:  _____
 Secretary

By:  _____
 Craig Barton, President

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STATE OF KANSAS)
) ss.
 COUNTY OF SEDGWICK)

On this 19th day of February, 1991, before me personally appeared Craig Barton, to me personally known, who, being by me duly sworn, did say that he is the President of Delbarco, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Craig Barton acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.



My commission expires: 6-20-92

Janet M. Joyce
 Notary Public

STATE OF KANSAS)
) ss.
 COUNTY OF SEDGWICK)

On this _____ day of _____, 1991, before me personally appeared C. Robert Buford, to me personally known, who, being by me duly sworn, did say that he is the President of Zenith Drilling Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Robert Buford acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My commission expires: _____

 Notary Public

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

On this _____ day of _____, 1991, before me personally appeared R. V. Christ, to me personally known, who, being by me duly sworn, did say that he is the President of VECO Drilling, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. V. Christ acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

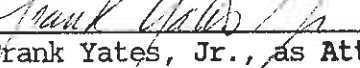
My commission expires: _____

 Notary Public

YATES DRILLING COMPANY

By: 
Peyton Yates, Attorney-in-Fact

ESTATE OF MARTIN YATES, III
ESTATE OF LILLIE M. YATES

By: 
Frank Yates, Jr., as Attorney-in-Fact for S. P. Yates, Personal Representative of the Estate of Martin Yates, III, Deceased; individually and as Attorney-in-Fact for S. P. Yates and B. W. Harper, Personal Representatives of the Estate of Lillie M. Yates, Deceased

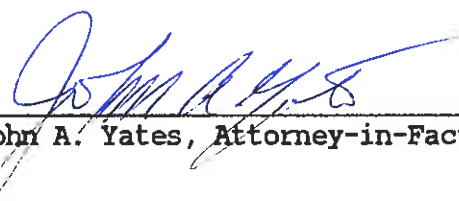
ATTEST:

By: _____
Secretary

ATTEST:

By: _____
Secretary

YATES PETROLEUM CORPORATION

By: 
John A. Yates, Attorney-in-Fact

ABO PETROLEUM CORPORATION

By: 
John A. Yates, Attorney-in-Fact

ZENITH DRILLING CORPORATION

By: _____
C. Robert Buford, President

VECO DRILLING, INC.

By: _____
R. V. Christ, President

YATES DRILLING COMPANY

YATES PETROLEUM CORPORATION

By: _____
Peyton Yates, Attorney-in-Fact

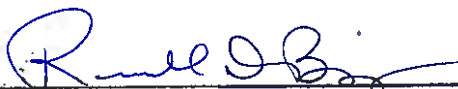
By: _____
John A. Yates, Attorney-in-Fact

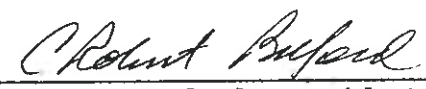
ESTATE OF MARTIN YATES, III
ESTATE OF LILLIE M. YATES

By: _____
Frank Yates, Jr., as Attorney-in-Fact for S. P. Yates, Personal Representative of the Estate of Martin Yates, III, Deceased; individually and as Attorney-in-Fact for S. P. Yates and B. W. Harper, Personal Representatives of the Estate of Lillie M. Yates, Deceased

ATTEST:

ZENITH DRILLING CORPORATION

By: 
Russell D. Briggs, Secretary

By: 
C. Robert Buford, President

ATTEST:

VECO DRILLING, INC.

By: _____
Secretary

By: _____
R. V. Christ, President

A C K N O W L E D G E M E N T

STATE OF NEW MEXICO)
 : ss
 COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 18 day of January, 1991, by John A. Yates, Attorney-in-Fact for YATES PETROLEUM CORPORATION; by Peyton Yates, Attorney-in-Fact for YATES DRILLING COMPANY; by John A. Yates, Attorney-in-Fact for ABO PETROLEUM CORPORATION;; all New Mexico corporations, on behalf of said corporations; and by Frank Yates, Jr., Attorney-in-Fact for S.P. Yates; Personal Representative of the ESTATE OF MARTIN YATES, III, Deceased; individually and as Attorney-in-Fact for S.P. Yates and B.W. Harper; Personal Representatives of the ESTATE OF LILLIE M. YATES, Deceased.

My commission expires:
Sept. 19, 1991

Samhua B. Kelley
 Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this _____ day of _____, 1991, personally appeared Craig Barton, Managing Director of Delbarco, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____

Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this 17th day of January, 1991, before me personally appeared C. Robert Buford, to me personally known, who, being by me duly sworn, did say that he is the President of Zenith Drilling Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Robert Buford acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My commission expires: Aug. 15, 1991

Myrna D. Murphy
Notary Public Myrna D. Murphy



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

On this _____ day of _____, 1991, before me personally appeared R. V. Christ, to me personally known, who, being by me duly sworn, did say that he is the President of VECO Drilling, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. V. Christ acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My commission expires: _____

Notary Public

Declaration of Pooling and Pooling Agreement
SE/4 Section 22, T7S-R96W
GV-33-22 Well
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YATES DRILLING COMPANY

YATES PETROLEUM CORPORATION

By: _____
Peyton Yates, Attorney-in-Fact

By: _____
John A. Yates, Attorney-in-Fact

ESTATE OF MARTIN YATES, III
ESTATE OF LILLIE M. YATES

By: _____
Frank Yates, Jr., as Attorney-in-Fact for S. P. Yates, Personal Representative of the Estate of Martin Yates, III, Deceased; individually and as Attorney-in-Fact for S. P. Yates and B. W. Harper, Personal Representatives of the Estate of Lillie M. Yates, Deceased

ATTEST:

ZENITH DRILLING CORPORATION

By: _____
Secretary

By: _____
C. Robert Buford, President

ATTEST:

VECO DRILLING, INC.

By: _____
Secretary

By: _____
R. V. Christ, President

Declaration of Pooling and Pooling Agreement
 SE/4 Section 22, T7S-R96W
 GV-33-22 Well
 Page 5

STATE OF KANSAS)
) ss.
 COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this _____ day of _____, 1991, personally appeared Craig Barton, Managing Director of Delbarco, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____

 Notary Public

STATE OF KANSAS)
) ss.
 COUNTY OF SEDGWICK)

On this _____ day of _____, 1991, before me personally appeared C. Robert Buford, to me personally known, who, being by me duly sworn, did say that he is the President of Zenith Drilling Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Robert Buford acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My commission expires: _____

 Notary Public

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

On this 10th day of January, 1991, before me personally appeared R. V. Christ, to me personally known, who, being by me duly sworn, did say that he is the President of VECO Drilling, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. V. Christ acknowledged said instrument to be the free act and deed of said corporation.

Witness My hand and official seal.

My Commission Expires 9-29-93

My commission expires: _____

Patty Mullin
 Notary Public



ROYALTY OWNERS

W. F. Clough
W. F. Clough

STATE OF Colorado)
COUNTY OF Barfield)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 7 day of Jan., 1991, personally appeared W. F. Clough, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: April 30, 1994

James P. Larson
Notary Public

ROYALTY OWNERS

N. P. Dodge Company, A Nebraska
Corporation, General Partner of
N. P. Dodge Limited, a Limited
Partnership

N. P. Dodge, Jr.
N. P. Dodge, Jr., President

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 8 day of January, 1991, personally appeared N.P. Dodge, Jr., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: Sept 23, 1992

Sue Knight
Notary Public



ROYALTY OWNERS

THE FORREST C. MAHAFFEY AND EVA
M. MAHAFFEY REVOCABLE TRUST DATED
DECEMBER 18, 1989

THE FORREST C. MAHAFFEY AND EVA
M. MAHAFFEY REVOCABLE TRUST DATED
DECEMBER 18, 1989

By: Forrest C. Mahaffey
Forrest C. Mahaffey, Trustee

By: Eva M. Mahaffey
Eva M. Mahaffey, Trustee

STATE OF ARIZONA)
COUNTY OF Pima)



Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 7th day of Jan, 1991, personally appeared Forrest C. Mahaffey and Eva M. Mahaffey, Trustees of The Forrest C. Mahaffey and Eva M. Mahaffey Revocable Trust dated December 18, 1989, to me personally known to be the identical persons 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 hereunto set my hand and official seal the day and year last above written.

My commission expires: 2-17-92

Patricia Crowell
Notary Public

ROYALTY OWNERS

MAHAFFEY BROTHERS TRUST
Dated April 16, 1990, in which
said Trust Agreement Gary Lee
Mahaffey and Lyle Leon Mahaffey
are designated beneficiaries

By: *Charles A. Shear*
Charles A. Shear, Trustee

GARY LEE MAHAFFEY

LYLE LEON MAHAFFEY

By: *Charles A. Shear*
Charles A. Shear, Attorney-in-Fact

By: *Charles A. Shear*
Charles A. Shear, Attorney-in-Fact

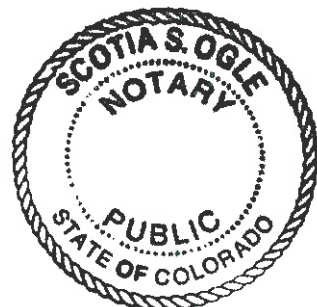
STATE OF Colorado)
COUNTY OF MESA)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 8th day of January, 1991, personally appeared Charles A. Shear, Trustee of the Mahaffey Brothers Trust, dated April 16, 1990, in which said Trust Agreement Gary Lee Mahaffey and Lyle Leon Mahaffey are designated beneficiaries; and as Attorney-in-Fact for Gary Lee Mahaffey, and as Attorney-in-Fact for Lyle Leon Mahaffey, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 10/03/94

Scotia S. Ogle
Notary Public



ROYALTY OWNERS

Garris E. Mahaffey
Garris E. Mahaffey

STATE OF Colorado)

COUNTY OF Garfield)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 7th day of JANUARY, 1991, personally appeared Garris E. Mahaffey, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 8/8/91

Floyd E. Daniel
Notary Public

ROYALTY OWNERS

Averyl I. Mahaffey
Averyl I. Mahaffey

STATE OF WA)

COUNTY OF Spokane)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 14th day of Jan., 1991, personally appeared Averyl I. Mahaffey, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 2/29/92

Alison E. Bell
Notary Public

ROYALTY OWNERS

Barbara J. Hoffman
Barbara J. Hoffman

STATE OF California

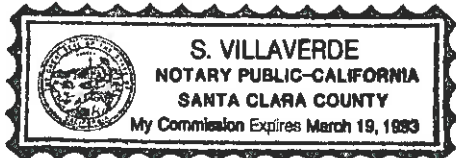
COUNTY OF Santa Clara

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 2nd day of May, 1991, personally appeared Barbara J. Hoffman, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 3/19/93

S. Villaverde
Notary Public



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 SE/4 Section 22, T7S-R96W
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ROYALTY OWNERS

Linda C. Mahaffey
 Linda C. Mahaffey

STATE OF California)

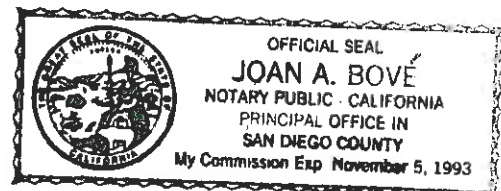
COUNTY OF San Diego)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 25th day of January, 1991, personally appeared Linda C. Mahaffey, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: Nov. 5, 1993

Joan A. Bove
 Notary Public



ROYALTY OWNERS

Edra L. Piepho
Edra L. Piepho

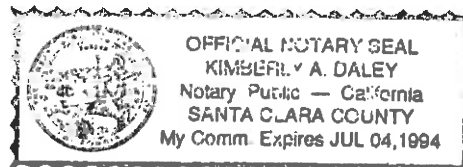
STATE OF California
COUNTY OF Santa Clara

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 6th day of January, 1991, personally appeared Edra L. Piepho, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 7-4-94

Kimberly A. Daley
Notary Public



ROYALTY OWNERS

Vera S Mahaffey
Vera Mahaffey

STATE OF Colorado)

COUNTY OF Mesa)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 9th day of January, 1991, personally appeared Vera Mahaffey, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 09/16/92

Kathy R. Heppard
Notary Public

ROYALTY OWNERS

Donald Lawrence
Donald Lawrence

STATE OF Okla)
COUNTY OF Cimarron)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 7 day of Jan., 1991, personally appeared Donald Lawrence, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 6-11-94

Reba Killior
Notary Public

ROYALTY OWNERS

Charlotte Lawrence
Charlotte Lawrence

STATE OF WYOMING)

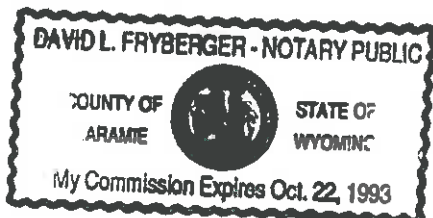
COUNTY OF LARAMIE)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 4TH day of MARCH, 1991, personally appeared Charlotte Lawrence, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.


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

My commission expires: OCT 22, 1993

David L. Fryberger
Notary Public



ROYALTY OWNERS


Ralph Gien


STATE OF HAWAII)

COUNTY OF HAWAII)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 6th day of FEBRUARY, 1991, personally appeared Ralph Gien, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: FEBRUARY 6, 1993


Notary Public

ROYALTY OWNERS

Freda Webb
Freda Webb

STATE OF COLORADO)

COUNTY OF FREMONT)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 7th day of JAN, 1991, personally appeared Freda Webb, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 11-26-1994

C. J. Webb
Notary Public

ROYALTY OWNERS

Laura Nash
Laura Nash

STATE OF Colorado)

COUNTY OF Fremont)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 8th day of January, 1991, personally appeared Laura Nash, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 7-9-94

Phyllis Marie Allen
Notary Public
611 Greenwood Avenue
Canon City, Co 81212

ROYALTY OWNERS

Clara Ferguson
Clara Ferguson

STATE OF COLORADO)

COUNTY OF FREMONT)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 11 day of JUNE, 1991, personally appeared Clara Ferguson, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____

Charles Hampton
Notary Public

My Commission expires November 26, 1994

ROYALTY OWNERS

Maureen Mahaffey Frederick
Maureen Mahaffey Frederick

STATE OF Colorado)

COUNTY OF Mesa)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 8th day of January, 1991, personally appeared Maureen Mahaffey Frederick, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: May 31, 1992

Cheryl L. Jett
Notary Public

ROYALTY OWNERS

Margaret Mahaffey Beckner
Margaret Mahaffey Beckner

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 10th day of JANUARY, 1991, personally appeared Margaret Mahaffey Beckner, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 7-14-93

Verna-Jean Cairns
Notary Public



ROYALTY OWNERS

Merrill D. Mahaffey
Merrill D. Mahaffey

STATE OF New Mexico)
COUNTY OF TOS)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 15th day of July, 1991, personally appeared Merrill D. Mahaffey, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 10-30-93

Patricia A. Martinez
Notary Public

ROYALTY OWNERS

CORPORATION
EXXON COMPANY, U.S.A. JEA

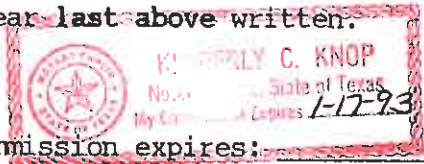
By: J E Alford VCK
Title: ATTORNEY-IN-FACT

STATE OF Texas)
COUNTY OF Harris)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 28th day of August, 1991, personally appeared T. E. Alford, as Attorney-in-Fact for Exxon Corporation Company, U.S.A., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____



Kimberly C. Knop
Notary Public

OVERRIDING ROYALTY INTEREST OWNERS

A. W. FLEMING & CO., A PARTNERSHIP

By: *A. W. Fleming*
A. W. Fleming, General Partner

STATE OF COLORADO)

COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 13th day of JUNE, 1991, personally appeared A.W. Fleming, General Partner of A. W. Fleming & Co., a partnership, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

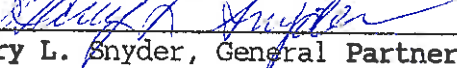
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: 2-7-93

Martha Long
Notary Public

OVERRIDING ROYALTY INTEREST OWNERS

AEON ENERGY CO.

By: 
Barry L. Snyder, General Partner

STATE OF COLORADO)

COUNTY OF JEFFERSON)

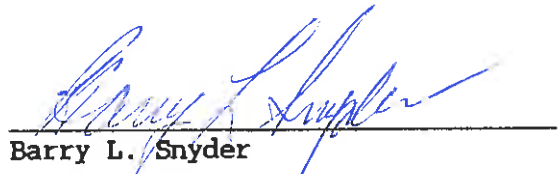
Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 11th day of January, 1991, personally appeared Barry L. Snyder, General Partner of Aeon Energy Co., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: Jan 11, 1993


Notary Public

OVERRIDING ROYALTY INTEREST OWNERS


Barry L. Snyder

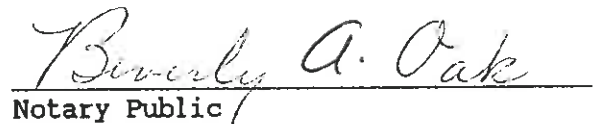
STATE OF COLORADO)

COUNTY OF JEFFERSON)


Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 28th day of August, 1991, personally appeared Barry L. Snyder, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: JAN 11 1993


Notary Public

OVERRIDING ROYALTY INTEREST OWNERS



Stephen B. Evans

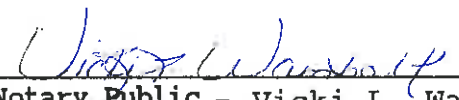
STATE OF Colorado)

COUNTY OF Jefferson)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 10th day of June, 1991, personally appeared Stephen B. Evans, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 6/10/93



Notary Public - Vicki L. Wambolt
215 Union Blvd., Suite 450
Lakewood, CO 80228

OVERRIDING ROYALTY INTEREST OWNERS

GMW COMPANY, A PARTNERSHIP

By: Mollie G. Pin

Title: Vice President of Lexington Gas & Marine, Inc.,
a partner in GMW

STATE OF TEXAS)

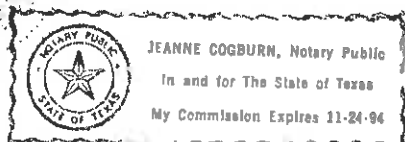
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 7th day of January, 1991, personally appeared Mollie G. Pin, Vice Pres. of Lexington Gas & Marine, Inc., a partner of GMW Company, A Partnership, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.


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

My commission expires: 11-24-94

Jeanne Cogburn
Notary Public



OVERRIDING ROYALTY INTEREST OWNERS


Ted E. Amsbaugh

STATE OF NORTH DAKOTA

COUNTY OF ROLETTE)

Before me, the undersigned, a Notary Public, within the aforesaid County and State, on this 29TH day of JANUARY, 1991, personally appeared Ted E. Amsbaugh, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

JESSLYN M. HOSMER

Notary Public, STATE OF NORTH DAKOTA
My Commission Expires MAY 15, 1992

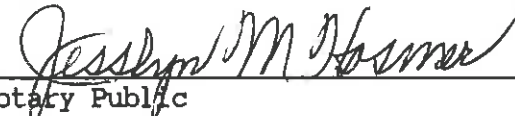

Notary Public

EXHIBIT "A"

To Declaration of Pooling and Pooling Agreement dated December 17, 1990, embracing the SE/4 of Section 22, Township 7 South, Range 96 West, 6th P.M., Garfield County, Colorado.

OPERATOR OF POOLED AREA: Barrett Resources Corporation

DESCRIPTION OF LEASES POOLED

310	Lease Number:	CO-50136-1
	Lease Date:	December 24, 1980
	Lease Term:	HBP
	Lessor:	The First National Bank in Grand Junction, a Colorado Banking Corporation, Trustee for Alice Louise Mahaffey, a widow
	Original Lessee:	Northwest Exploration Company
	Present Lessee:	ABO Petroleum Corporation; Alarado Resources, Limited; Barrett Resources Corporation; Delbarco; VECO Drilling, Inc.; Yates Drilling Company; Yates Petroleum Corporation; Estate of Martin Yates, III; Lillie M. Yates; Zenith Drilling Corporation.
	Description of Lands:	<u>Township 7 South, Range 96 West, 6th P.M.</u> Section 22: S/2SE/4 with other lands
	Recording Data:	Book 565, Page 09
309	Lease Number:	CO-50136-2
	Lease Date:	December 24, 1980
	Lease Term:	HBP
	Lessor:	The First National Bank of Grand Junction, a Colorado Banking Corporation, Trustee under the Last Will & Testament of Orville V. Mahaffey, a/k/a Orville Mahaffey, deceased
	Original Lessee:	Northwest Exploration Company
	Present Lessee:	ABO Petroleum Corporation; Alarado Resources, Limited; Barrett Resources Corporation; Delbarco; VECO Drilling, Inc.; Yates Drilling Company; Yates Petroleum Corporation; Estate of Martin Yates, III; Lillie M. Yates; Zenith Drilling Corporation.
	Description of Lands:	<u>Township 7 South, Range 96 West, 6th P.M.</u> Section 22: S/2SE/4 with other lands
	Recording Data:	Book 564, Page 976

Page 2 to Exhibit "A"
SE/4 Section 22-T7S-R96W
GV-33-22 Well

537 Lease Number: 50136-6
Lease Date: January 28, 1988
Lease Term: Five years from April 2, 1988
Lessor: Laura Huntley
Original Lessee: Barrett Energy Company
Present Lessee: ABO Petroleum Corporation; Alarado Resources, Limited; Barrett Resources Corporation; Delbarco; VECO Drilling, Inc.; Yates Drilling Company; Yates Petroleum Corporation; Estate of Martin Yates, III; Lillie M. Yates; Zenith Drilling Corporation.
Description of Lands: Township 7 South, Range 96 West, 6th P.M.
Section 22: S/2SE/4
with other lands
Recording Data: Book 730, Page 144

351 Lease Number: N/2SE/4 50136-10
Lease Date: July 20, 1982
Lease Term: HBP
Lessor: The First National Bank in Grand Junction, a National Banking Association, Trustee
Original Lessee: Northwest Exploration Company
Present Lessee: ABO Petroleum Corporation; Alarado Resources, Limited; Barrett Resources Corporation; Delbarco; VECO Drilling, Inc.; Yates Drilling Company; Yates Petroleum Corporation; Estate of Martin Yates, III; Lillie M. Yates; Zenith Drilling Corporation.
Description of Lands: Township 7 South, Range 96 West, 6th P.M.
Section 22: N/2SE/4
with other lands
Recording Data: Book 608, Page 297

(Louise Mahaffey)

533

Lease Number: 50136-12
Lease Date: October 9, 1987
Lease Term: Five years
Lessor: N.P. Dodge Company, Limited, a
Limited Partnership
Original Lessee: Barrett Energy Company
Present Lessee: ABO Petroleum Corporation; Alarado Resources,
Limited; Barrett Resources Corporation;
Delbarco; VECO Drilling, Inc.; Yates Drilling
Company; Yates Petroleum Corporation; Estate of
Martin Yates, III; Lillie M. Yates; Zenith
Drilling Corporation.
Description of
Lands: Township 7 South, Range 96 West, 6th P.M.
Section 22: S/2SE/4
with other lands
Recording Data: Book 728, Page 650

264

Lease Number: CO-50136-15
Lease Date: August 6, 1973
Lease Term: HBP
Lessor: Garris E. Mahaffey and Irene P. Mahaffey,
his wife
Original Lessee: GMW Company, a partnership
Present Lessee: ABO Petroleum Corporation; Alarado Resources,
Limited; Barrett Resources Corporation;
Delbarco; VECO Drilling, Inc.; Yates Drilling
Company; Yates Petroleum Corporation; Estate of
Martin Yates, III; Lillie M. Yates; Zenith
Drilling Corporation.
Description of
Lands: Township 7 South, Range 96 West, 6th P.M.
Section 22: S/2SE/4
with other lands
Recording Data: Book 451, Page 331

267

Lease Number: CO-50136-16

Lease Date: August 6, 1973

Lease Term: HBP

Lessors: Minnie Mahaffey, Edwin John Mahaffey and Donna Joyce Mahaffey

Original Lessee: GMW Company, a partnership

Present Lessee: ABO Petroleum Corporation; Alarado Resources, Limited; Barrett Resources Corporation; Delbarco; VECO Drilling, Inc.; Yates Drilling Company; Yates Petroleum Corporation; Estate of Martin Yates, III; Lillie M. Yates; Zenith Drilling Corporation.

Description of Lands: Township 7 South, Range 96 West, 6th P.M.
Section 22: S/2SE/4
with other lands

Recording Data: Book 451, Page 334

270

Lease Number: CO-50136-17

Lease Date: August 6, 1973

Lease Term: HBP

Lessor: Vera Mahaffey, Maureen Mahaffey Frederick, Margaret Mahaffey Gilbert and Merrill D. Mahaffey

Original Lessee: GMW Company, a partnership

Present Lessee: ABO Petroleum Corporation; Alarado Resources, Limited; Barrett Resources Corporation; Delbarco; VECO Drilling, Inc.; Yates Drilling Company; Yates Petroleum Corporation; Estate of Martin Yates, III; Lillie M. Yates; Zenith Drilling Corporation.

Description of Lands: Township 7 South, Range 96 West, 6th P.M.
Section 22: S/2SE/4
with other lands

Recording Data: Book 452, Page 162

362 Lease Number: CO-50136-18
Lease Date: August 6, 1973
Lease Term: HBP
Lessor: Forrest C. Mahaffey and Eva M. Mahaffey,
his wife
Original Lessee: GMW Company, a partnership
Present Lessee: ABO Petroleum Corporation; Alarado Resources,
Limited; Barrett Resources Corporation;
Delbarco; VECO Drilling, Inc.; Yates Drilling
Company; Yates Petroleum Corporation; Estate of
Martin Yates, III; Lillie M. Yates; Zenith
Drilling Corporation.
Description of Township 7 South, Range 96 West, 6th P.M.
Lands: Section 22: S/2SE/4
with other lands
Recording Data: Book 451, Page 328

591 Lease Number: N/2SE/4 50136-21
Lease Date: July 18, 1989
Lease Term: Seven years from September 19, 1989
Lessor: Central Bank Grand Junction, N.A.
Successor Trustee under the Last Will and
Testament of Orville V. Mahaffey,
deceased.
Original Lessee: Barrett Energy Company
Present Lessee: ABO Petroleum Corporation; Alarado Resources,
Limited; Barrett Resources Corporation;
Delbarco; VECO Drilling, Inc.; Yates Drilling
Company; Yates Petroleum Corporation; Estate of
Martin Yates, III; Lillie M. Yates; Zenith
Drilling Corporation.
Description of Township 7 South, Range 96 West, 6th P.M.
Lands: Section 22: N/2SE/4
with other lands
Recording Data: Book 762, Page 369

Page 6 to Exhibit "A"
SE/4 Section 22-T7S-R96W
GV-33-22 Well

BOOK 815 PAGE 900

643 Lease Number: 50136-39

Lease Date: June 5, 1990

Lease Term: One year

Lessor: W. F. Clough a/k/a William
F. Clough, a single man

Original Lessee: Barrett Resources Corporation

Present Lessee: ABO Petroleum Corporation; Alarado Resources,
Limited; Barrett Resources Corporation;
Delbarco; VECO Drilling, Inc.; Yates Drilling
Company; Yates Petroleum Corporation; Estate of
Martin Yates, III; Lillie M. Yates; Zenith
Drilling Corporation.

Description of
Lands: Township 7 South, Range 96 West, 6th P.M.
Section 22: S/2SE/4
with other lands

Recording Data: Book 780, Page 706

541 Lease Number: 50136-56

Lease Date: January 28, 1988

Lease Term: Five years from April 2, 1988

Lessor: Clara Ferguson

Original Lessee: Barrett Energy Company

Present Lessee: ABO Petroleum Corporation; Alarado Resources,
Limited; Barrett Resources Corporation;
Delbarco; VECO Drilling, Inc.; Yates Drilling
Company; Yates Petroleum Corporation; Estate of
Martin Yates, III; Lillie M. Yates; Zenith
Drilling Corporation.

Description of
Lands: Township 7 South, Range 96 West, 6th P.M.
Section 22: S/2SE/4
with other lands

Recording Data: Book 733, Page 482

RECEIVED CO. 90305
NOV 13 1990
HUNTSMAN

Page 7 to Exhibit "A"
SE/4 Section 22-T7S-R96W
GV-33-22 Well

737 Lease Number: CO-50136-72
Lease Date: November 11, 1990
Lease Term: One year
Lessor: Exxon Corporation
Original Lessee: Barrett Resources Corporation
Present Lessee: ABO Petroleum Corporation; Alarado Resources,
Limited; Barrett Resources Corporation;
Delbarco; VECO Drilling, Inc.; Yates Drilling
Company; Yates Petroleum Corporation; Estate of
Martin Yates, III; Lillie M. Yates; Zenith
Drilling Corporation.
Description of Township 7 South, Range 96 West, 6th P.M.
Lands: Section 22: S/2SE/4
Recording Data: Book 814, Page 256