



contingent royalty interest, I made the decision to sign a farm-out agreement with Synergy.

6. In making the decision to sign the farm-out agreement with Synergy, I relied on Synergy's representation that it owned a percentage of mineral rights in the Property.

7. I would not have signed the farm-out agreement with Synergy had I understood at the time I signed the farm-out agreement that Synergy's representation that it owned a percentage of mineral rights in the Property was in question.

8. Based on information that the interest claimed by Synergy is also claimed by Jerry Walmsely, Trustee, Bypass Trust U/W June H. Walmsely (the Walmsely Trust) I now believe that Synergy's ownership of a percentage of mineral rights in the Property is in question.

9. I am contemplating rescinding the farm-out agreement with Synergy because I relied on Synergy's representation that it owned a percentage of mineral rights in the Property and Synergy's ownership of such rights is now in question and because there was no consideration for the farm-out agreement at the time I signed it and Synergy has not yet performed under the farm-out agreement.

10. Because the Order of the Division executed on July 1, 2005 grants Synergy's application to force the pool only on the basis that Synergy had standing to force the pool due to the farm-out agreement with me, I believe that this Order should be stayed until the two separate requests for *de novo* review filed by the Walmsely Trust

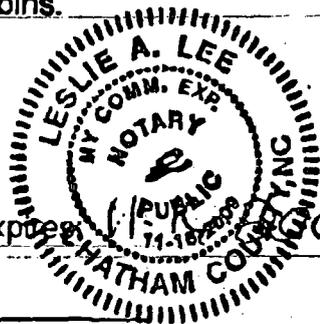
and Edwin and Earnest Smith of the Order have been decided by the New Mexico Oil Conservation Commission.

11. If it is determined that Synergy did not have standing to invoke a force pool proceeding before Synergy approached me to obtain a farm-out agreement, I believe my interest will be detrimentally affected by allowing the Order granting Synergy's motion for compulsory pooling to stand and that I will be prevented from exercising my correlative right to drill a well on the Property using an operator of my own choosing.

FURTHER AFFIANT SAYETH NAUGHT.

Joseph C. Robbins  
Joseph C. Robbins

SUBSCRIBED AND SWORN TO before me on the 29<sup>th</sup> day July, 2005, by Joe Robbins.



Leslie A. Lee  
Notary Public

My commission expires 11/18/2009