

HUNTINGTON ENERGY, L.L.C. EXHIBIT NO. 3

**E/2 SW/4 of Section 15-31N-11W, N.M. P.M.
San Juan County, New Mexico**

Pooling Proposal Sent

Royalty Owners

Robert Witten and Federic S. Nathan, Trustees
U/W Barbara Witten F/B/O Andrew Witten, Elizabeth
Witten and Judith Witten 19-Feb-02

Daniel Henry Raffkind and Myrna Gimp Raffkind, as
Trustees of the Raffkind Revocable Trust created by
instrument dated June 1, 1989 19-Feb-02

Judy G. Zweiback, as Trustee of the Judy G. Zweiback
1998 Revocable Trust 19-Feb-02

Mizel Resources, a Trust, as amended and restated u/a/d
January 30, 1992, Morris Mizel, Trustee 19-Feb-02

Samuel Mizel and Deanna Mizel, Trustees of the Samuel
Mizel Irrevocable Trust 19-Feb-02



February 19, 2002

CERTIFIED RETURN RECEIPT

Samuel Mizel and Deanna Mizel, Trustees
of The Samuel Mizel Irrevocable Trust
P. O. Box 703
Broken Arrow, OK 74013

Re: Amendment To Oil & Gas Lease
To Provide for Pooling
Lessor: Saul Yager, et ux
Recorded: Book 135, Page 88
T31N-R11W.NMPM
Section 15: E/2SW/4
San Juan County, New Mexico

Dear Mr. and Mrs. Mizel:

Sometime in the next month, Huntington Energy, L.L.C. plans to drill a deep well in Section 15 to test the Pennsylvanian formation at approximately 14,000 feet. The New Mexico Oil Conservation Division has ordered the spacing unit for this well to be 640 acres or all of the referenced Section 15. This includes your mineral interest under the referenced lease in the E/2SW/4.

The referenced lease contains no pooling provision that would allow your lease to be consolidated with the rest of the leases in Section 15. (See attached copy of lease)

Enclosed please find two (2) copies of an Amendment To Oil And Gas Lease that provides for pooling of the lease **BELOW THE DAKOTA FORMATION**. This pooling clause will not affect your interest in existing wells producing above the base of the Dakota formation. To expedite the development of your mineral interest below the Dakota formation please sign and notarize one (1) copy of the Amendment To Oil and Gas Lease and return it to me in the enclosed self addressed, stamped envelope. The second one marked "copy" is for your records. The Amendment is constructed to be signed in counterpart so each party can sign individually and the document will not need to be circulated for signatures.

Thank you for your cooperation in this matter. If you have any questions, please give me a call at (970) 259-5242

Very truly yours,

A handwritten signature in black ink, appearing to read 'Walter S. Parks', is written over a circular, stamped area.

Walter S. Parks
Contract Landman

AMENDMENT TO OIL & GAS LEASE

THIS AMENDMENT is entered into this 7th day of March 2002, and is an amendment to that certain Oil & Gas Lease (the "Original Lease"), as follows:

Lessor: Saul A. Yager and his wife Marian Yager

Lessee: Wayne Moore

Recorded: Book 135, Page 88

Lease Date: September 1, 1948

Pertaining to certain lands in San Juan County, New Mexico. Conoco Inc. and BP America Production Company are the current lessees under the Original Lease. This Amendment is based on the following premises:

WHEREAS, the Original Lease contains no provision granting the lessee the right and privilege to consolidate the leasehold with adjacent or contiguous leasehold estates to form units; and

WHEREAS, the parties desire to increase said consolidated leasehold area to approximately 640 acres in order to properly develop said leasehold,

NOW, THEREFORE, based on the above premises and the mutual covenants contained herein, the parties agree as follows:

1. In consideration for the benefits received by both parties as a result of the Amendment, the Original Lease shall be amended to contain the following Pooling Provision:

Lessee shall have the right but not the obligation during or after the primary term while this lease is in effect to pool all or any part of the leased premises or interest therein BELOW THE DAKOTA FORMATION with any other lands or interests, as to any or all depths or horizons, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well shall not exceed 40 acres plus a maximum acreage tolerance of 10% and for a gas well shall not exceed 640 acres plus a maximum tolerance of 10%, except that larger units may be formed for oil well or gas wells to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and communitization agreement and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production produced and saved which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not obligation to revise any unit formed hereunder by expansion or contraction, or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination by such governmental authority. In making such a revision Lessee shall file of record a written declaration describing the revised unit and stating the effective date of the revision. To the extent any portion of the leased

**Pooling Amendment
Saul Yager Lease
Page 2**

premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination.

2. Except as expressly amended herein, the Original Lease shall remain in full force and effect.
3. This Agreement may be executed by all parties or in separate counterparts. If executed in separate counterparts, all counterparts, when executed by Lessors and delivered to and accepted by Lessee, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Amendment on the day and year first written above.

LESSOR:

**Robert Witten and Frederic S. Nathan,
Trustees U/W Barbara Witten F/B/O
Andrew Witten, Elizabeth Witten and
Judith Witten**

By: _____

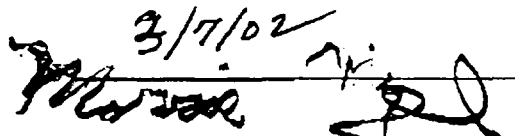
**Daniel Henry Raffkind and Myrna Gimp
Raffkind, Trustees of the Raffkind Revocable
Trust Created by Instrument Dated 6-1-89**

By: _____

**Judy G. Zweiback As Trustee of The
Judy G Zwiback 1998 Revocable Trust**

By: _____

**Mizel Resources, A Trust, As Amended
and Restated U/A/D 1-30-92**

3/7/02


**Samuel Mizel and Denna Mizel, Trustees
of The Samuel Mizel Irrevocable Trust**

By: _____

LESSEE:

Conoco Inc.

By: _____

BP America Production Company

By: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)ss.
 COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002,
 by _____, Attorney-in-Fact for **CONOCO INC.**

WITNESS my hand and official seal.

My Commission Expires:

 Notary Public

STATE OF TEXAS)
)ss.
 COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2000
 By _____, Attorney-in-Fact for **BP America Production Company**

WITNESS my hand and official seal.

My Commission Expires:

 Notary Public

STATE OF _____)
)ss.
 COUNTY OF _____)

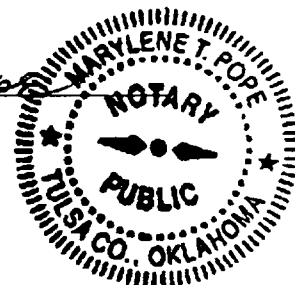
The foregoing instrument was acknowledged before me this 7th day of March, 2002
 by _____
 (Name or Names of Person or Person Executing)

WITNESS my hand and official seal.

My Commission Expires:

2-1-06

Marylene T. Pope
 Notary Public





February 19, 2002

CERTIFIED RETURN RECEIPT

Daniel Henry Raffkind and
Myrna Gimp Raffkind
as Trustees of the Raffkind Revocable Trust
3800 Danbury
Amarillo, TX 79109

Re: Amendment To Oil & Gas Lease
To Provide for Pooling
Lessor: Saul Yager, et ux
Recorded: Book 135, Page 88
T31N-R11W,NMPM
Section 15: E/2SW/4
San Juan County, New Mexico

Dear Trustees:

Sometime in the next month, Huntington Energy, L.L.C. plans to drill a deep well in Section 15 to test the Pennsylvanian formation at approximately 14,000 feet. The New Mexico Oil Conservation Division has ordered the spacing unit for this well to be 640 acres or all of the referenced Section 15. This includes your mineral interest under the referenced lease in the E/2SW/4.

The referenced lease contains no pooling provision that would allow your lease to be consolidated with the rest of the leases in Section 15. (See attached copy of lease)

Enclosed please find two (2) copies of an Amendment To Oil And Gas Lease that provides for pooling of the lease **BELOW THE DAKOTA FORMATION**. This pooling clause will not affect your interest in existing wells producing above the base of the Dakota formation. To expedite the development of your mineral interest below the Dakota formation please sign and notarize one (1) copy of the Amendment To Oil and Gas Lease and return it to me in the enclosed self addressed, stamped envelope. The second one marked "copy " is for your records. The Amendment is constructed to be signed in counterpart so each party can sign individually and the document will not need to be circulated for signatures.

Thank you for your cooperation in this matter. If you have any questions, please give me a call at (970) 259-5242

Very truly yours,

A handwritten signature in black ink, appearing to read 'Walter S. Parks', written over a horizontal line.

Walter S. Parks

Contract Landman 301 Waterford Boulevard, Suite 400 • Oklahoma City, OK 73118
405/840-9876 • Fax 405/840-2011
www.huntingtonenergy.com



February 19, 2002

CERTIFIED RETURN RECEIPT

Judy G. Zweiback, as Trustee
of the Judy G. Zweiback 1998 Revocable Trust
8914 Farnam Court
Omaha, NE 681114

Re: Amendment To Oil & Gas Lease
To Provide for Pooling
Lessor: Saul Yager, et ux
Recorded: Book 135, Page 88
T31N-R11W-NMPM
Section 15: E/2SW/4
San Juan County, New Mexico

Dear Ms. Zweiback:

Sometime in the next month, Huntington Energy, L.L.C. plans to drill a deep well in Section 15 to test the Pennsylvanian formation at approximately 14,000 feet. The New Mexico Oil Conservation Division has ordered the spacing unit for this well to be 640 acres or all of the referenced Section 15. This includes your mineral interest under the referenced lease in the E/2SW/4.

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Walter S. Parks
Contract Landman

6301 Waterford Boulevard, Suite 400 • Oklahoma City, OK 73118
405/840-9876 • Fax 405/840-2011
www.huntingtonenergy.com



February 19, 2002

CERTIFIED RETURN RECEIPT

Robert Witten and Frederic S. Nathan, Trustees
U/W Barbara Witten F/B/O Andrew Witten,
Elizabeth Witten and Judith Witten
535 E. 86th Street
New York, NY 10028

Re: Amendment To Oil & Gas Lease
To Provide for Pooling
Lessor: Saul Yager, et ux
Recorded: Book 135, Page 88
T31N-R11W.NMPM
Section 15: E/2SW/4
San Juan County, New Mexico

Gentlemen:

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Walter S. Parks
Contract Landman

6301 Waterford Boulevard, Suite 400 • Oklahoma City, OK 73118
405/840-9876 • Fax 405/840-2011
www.huntingtonenergy.com



February 19, 2002

CERTIFIED RETURN RECEIPT

Mizel Resources, A Trust
U/A/D 1-30-92
Morris Mizel, Trustee
3600 South Yosemite #810
Denver, CO 80237

Re: Amendment To Oil & Gas Lease
To Provide for Pooling
Lessor: Saul Yager, et ux
Recorded: Book 135, Page 88
T31N-R11W,NMPM
Section 15: E/2SW/4
San Juan County, New Mexico

Dear Mr. Mizel:

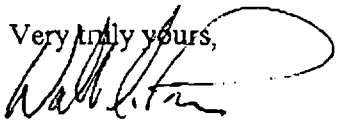
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Very truly yours,


Walter S. Parks
Contract Landman

6301 Waterford Boulevard, Suite 400 • Oklahoma City, OK 73118
405/840-9876 • Fax 405/840-2011
www.huntingtonenergy.com

SENDER: COMPLETE



DELIVERY

- Complete Items 1, 2, 3, 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Samuel & Deanna Mizel, Trustees
P.O. Box 703
Broken Arrow, OK 74013

B. Received by (Printed Name) *Deanna Mizel* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service)

7001 2510 0007 0993 6017

PS Form 3811, August 2001

Domestic Return Receipt

902595-01-M-2509

SENDER: COMPLETE



DELIVERY

- Complete items 1, 2, 3, 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Daniel & Myrna Raffkind
3300 Danbury
Amarillo, TX 79109

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7001 2510 0007 0993 6031

PS Form 3811, August 2001

Domestic Return Receipt

902595-01-M-2509

SENDER: CO		ON ON DELIVERY	
<p>■ Complete it. 7001 2510 0007 0993 6000</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p><input checked="" type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>MIZEL RESOURCES</p> <p>Morris Mizel, Trustee</p> <p>3600 South Yosemite, #810</p> <p>Denver, CO 80237</p>		<p>B. Received by (Printed Name) <u>D. Crossman</u></p> <p>C. Date of Delivery</p>	
<p>2. Article Number</p> <p>(Transfer from: 7001 2510 0007 0993 6000)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, August 2001</p>		<p>Domestic Return Receipt</p> <p>102595-01-M-2509</p>	

SENDER: COMPLETE THIS		ON ON DELIVERY	
<p>■ Complete items 1, 2, and 3. 7001 2510 0007 0993 6024</p> <p>■ Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p><input checked="" type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Judy G. Zweiback, Trustee</p> <p>8014 Farnam Court</p> <p>Omaha, NE 68114</p>		<p>B. Received by (Printed Name) <u>JUDY ZWEIBACK</u></p> <p>C. Date of Delivery</p>	
<p>2. Article Number</p> <p>(Transfer from service is 7001 2510 0007 0993 6024)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, August 2001</p>		<p>Domestic Return Receipt</p> <p>102596-01-M-2509</p>	

7001 2510 0007 0993 6000

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

Postage: No. 372
 Certified Fee: FEB 20 2002
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees: \$ 4.48

Sent To: Mizel Resources
 Street, Apt. No., or PO Box No. 3600 South Yosemite #810
 City, State, ZIP+4 Denver, CO 80237

PS Form 3800, January 2001 See Reverse for Instructions

7001 2510 0007 0993 5997

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

Postage: \$ 80
 Certified Fee: 2.10
 Return Receipt Fee (Endorsement Required): FEB 20 2002
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees: \$ 4.48

Sent To: Rob Witten & Fred Nathan, Trustees
 Street, Apt. No., or PO Box No. 535 E. 86th Street
 City, State, ZIP+4 New York, NY 10028

PS Form 3800, January 2001 See Reverse for Instructions

7001 2510 0007 0993 6017

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

Postage: \$ 3.70
 Certified Fee: FEB 20 2002
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees: \$ 4.48

Sent To: Samuel & Deanda Mizel, Trustees
 Street, Apt. No., or PO Box No. P.O. Box 703
 City, State, ZIP+4 Broken Arrow, OK 74013

PS Form 3800, January 2001 See Reverse for Instructions

7001 2510 0007 0993 6031

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

Postage: \$ 3.70
 Certified Fee: FEB 20 2002
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees: \$ 4.48

Sent To: Daniel & Myrna Raffkind
 Street, Apt. No., or PO Box No. 3800 Danbury
 City, State, ZIP+4 Amarillo, TX 79109

PS Form 3800, January 2001 See Reverse for Instructions

7001 2510 0007 0993 6024

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

Postage: \$ 3.70
 Certified Fee: FEB 20 2002
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees: \$ 4.48

Sent To: Judy G. Zweiback, Trustee
 Street, Apt. No., or PO Box No. 8914 Farnam Court
 City, State, ZIP+4 Omaha, NE 68114

PS Form 3800, January 2001 See Reverse for Instructions

AMENDMENT TO OIL & GAS LEASE

THIS AMENDMENT is entered into this _____ day of _____, 2002, and is an amendment to that certain Oil & Gas Lease (the "Original Lease"), as follows:

Lessor: Saul A. Yager and his wife Marian Yager

Lessee: Wayne Moore

Recorded: Book 135, Page 88

Lease Date: September 1, 1948

Pertaining to certain lands in San Juan County, New Mexico. Conoco Inc. and BP America Production Company are the current lessees under the Original Lease. This Amendment is based on the following premises:

WHEREAS, the Original Lease contains no provision granting the lessee the right and privilege to consolidate the leasehold with adjacent or contiguous leasehold estates to form units; and

WHEREAS, the parties desire to increase said consolidated leasehold area to approximately 640 acres in order to properly develop said leasehold,

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**Pooling Amendment
Saul Yager Lease
Page 2**

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2. Except as expressly amended herein, the Original Lease shall remain in full force and effect.
3. This Agreement may be executed by all parties or in separate counterparts. If executed in separate counterparts, all counterparts, when executed by Lessors and delivered to and accepted by Lessee, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Amendment on the day and year first written above.

LESSOR:

**Robert Witten and Frederic S. Nathan,
Trustees U/W Barbara Witten F/B/O
Andrew Witten, Elizabeth Witten and
Judith Witten**

**Mizel Resources, A Trust, As Amended
and Restated U/A/D 1-30-92**

By: _____

By: _____

**Daniel Henry Raffkind and Myrna Gimp
Raffkind, Trustees of the Raffkind Revocable
Trust Created by Instrument Dated 6-1-89**

**Samuel Mizel and Denna Mizel, Trustees
of The Samuel Mizel Irrevocable Trust**

By: _____

By: _____

**Judy G. Zweiback As Trustee of The
Judy G Zwiback 1998 Revocable Trust**

LESSEE:

Conoco Inc.

By: _____

By: _____

BP America Production Company

By: _____