Certificate of
The Hogue Ranch Limited Partnership, LLLP
a Colorado Limited Liablity Limited Partnership Agreement

5. Partners. The name and post office of the General Partners:

Charles E. Hogue and Margaret E. Hogue as Trustees of the Charles E. Hogue Trust
P. O. Box 770923
Steamboat Springs, Colorado 80477

Charles E. Hogue as Trustee of the Charles E. Hogue Trust or the then current Trustee of the Charles E. Hogue Trust is the Managing General Partner. He resides and has his business address within Colorado.

6. At Least One Limited Partner. There are at least two partners in this partnership and at least one of those partners is a Limited Partner.

7. Dissolution. The latest date on which the limited partnership is to be dissolved and its affairs wound up is December 31, 2029.

IN WITNESS WHEREOF, the undersigned general partners have signed and sealed this Certificate on the day and year first above written.

By: Charles E. Hogue
Charles E. Hogue as Trustee of the Charles E. Hogue Trust, General Partner and Limited Partner

By: Margaret E. Hogue
Margaret E. Hogue as Trustees of the Charles E. Hogue Trust, General Partner and Limited Partner

ARTICLE 3 - TRUSTEE SUCCESSION

3.1 Designation of Successor Trustees.

(a) If either CHARLES E. HOGUE or MARGARET E. HOGUE ceases to act as my trustee, then the other may act alone as trustee of any trust under this agreement.

(b) During any period I am incapacitated, or following my death, my spouse shall have the power, personal to my spouse alone, to designate a cotrustee to act with my spouse as trustee and/or successor trustees to act individually and/or successor cotrustees to act jointly, of any trusts under this agreement. Any such designation shall be made in writing delivered to any such designee during my spouse's lifetime.

(c) Should my spouse fail to designate any successor trustees or cotrustees, or when my spouse's list of such designees becomes exhausted due to all such designees having failed to qualify or ceased to act as my trustee, then I designate the following persons to act alone, in the order indicated, as trustee of any trust under this agreement, subject, however, to the power I have reserved to my spouse under Article 12 of this agreement to remove a trustee:

(1) CHARLES J. HOGUE
(2) FRANK P. HOGUE
(3) MICHAEL L. HOGUE
(4) JOHN M. HOGUE

(d) Thereafter, should the list of trustees designated by myself or my spouse become exhausted due to all of such designees having failed to qualify or ceased to act as my trustee, then the office of trustee of any trust under this agreement shall be filled pursuant to the trustee vacancy provision contained in Article 12 of this agreement.

3.2 Determination and Effect of Incapacity.

(a) If at any time the personal physician of any person (including myself) acting as trustee of any trust under this agreement signs a statement that he considers such trustee to be so mentally or physically incapacitated as to be unable to manage his property and affairs effectively, then such trustee shall be deemed to have resigned as a trustee of any trust under this agreement, effective as of the date of such physician's statement.

(b) During any period in which I am determined to be incapacitated in accordance with the preceding subparagraph, any attempt by me to exercise any of the powers reserved to me under paragraph 1.4 of Article 1 of this agreement shall be null and void and without force or effect until I am restored to capacity by issuance by my personal physician of a signed statement that I am no longer so mentally or physically incapacitated that I cannot manage my property and affairs effectively, or in lieu thereof, the order of a court having jurisdiction.

such designee from time to time. Such designation shall be a written statement signed by the fiduciary making the same and shall be subject to revocation by the appropriate fiduciary at any time.

11.9 Powers Relating to Interests in Oil, Gas, Minerals, or Other Natural Resources.

In addition to any other powers granted to my trustee in this agreement with respect to any rights and interests in oil, gas, minerals or other natural resources which are held by my estate or by any trust under this agreement, my trustee shall have and may exercise the following specific powers:

(a) to hold all or any of such rights and interests, whether developed or undeveloped, producing or nonproducing, present or potential, without regard to the speculative nature of such rights and interests;

(b) to surrender or abandon, with or without consideration, any or all of such rights and interests;

(c) to select and employ the most advantageous business form in which to exploit each such right and interest, including corporations, partnerships, limited partnerships, joint ventures and co-tenancies and to join in a reorganization of any such group or venture in which I or my trustee may have been a participant at my death;

(d) to invest additional funds in rights or interests in oil, gas or other minerals similar to those held in my estate or in any trust created by me;

(e) to enter into operating agreements, pooling agreements, repressurization agreements or any other agreements relating to the development, operation and conservation of such rights and interests;

(f) to enter into farm-out agreements, create oil payment royalties, overriding royalties or any other kind of interest in any properties held by my estate or by any trust created by me and to make such reservations or exact such conditions, with respect to any interest created, as my trustee deems advisable;

(g) to drill, test, explore, mine, develop and otherwise exploit any and all such interests and to produce, process, sell or exchange all products recovered through the exploitation of such interests;

(h) to enter into agreements leading to the development of secondary or tertiary recovery by water flooding or other secondary or tertiary recovery methods;

(i) to employ the services of geologists, engineers or other experts and consultants in connection with the development or evaluation of such rights and interests;

(j) to pay all fees, charges, expenses and disbursements incurred in connection with any of the foregoing, including any delay rentals, lease bonuses, royalties, overriding royalties, local taxes and assessments and to charge and pay such fees, charges or expenses against or from the proceeds