

SURFACE AND ROAD USE AGREEMENT
Surface Agmt / Surety

AMENDMENT TO SURFACE AND ROAD USE AGREEMENT

This AMENDMENT TO SURFACE AND ROAD USE AGREEMENT (the "Amendment"), is made and entered into as of August 18th, 2008, by and between OXY USA WTP LP, P.O. Box 27757, Houston, Texas 77227-7757 ("OXY") and Marathon Oil Company, 5555 San Felipe, Houston, Texas 77056 ("Marathon").

WHEREAS, OXY and Marathon entered into a Surface and Road Use Agreement, dated April 30, 2008 (the "Agreement"), covering the following described lands in Garfield County, Colorado:

Township 6 South, Range 97 West

Section 21: NE/4 and SW/4

Section 22: NE/4 and SW/4

Section 28: NE/4 and SW/4

and

WHEREAS, OXY and Marathon desire to amend the Agreement to allow for the construction of (a) up to two additional pads for a total of up to six pads (hereinafter referred to individually as a "Pad", and collectively as the "Pads"), for the drilling of wells to produce oil and/or gas, and (b) up to two additional access roads for a total of up to six access roads (each, an "Access Road", and collectively, the "Access Roads") leading to such Pads.

NOW, THEREFORE,

1. Section 1 of the Agreement is hereby amended to read as follows:

"Commencing on the date shown above to January 1, 2028, and, with respect to any well on a Pad, as long thereafter as there is commercial production of oil and/or gas, OXY agrees to allow Marathon non-exclusive (a) access to the Lands and (b) use of the Existing Road, for the limited purpose of ingress and egress for drilling, completing and operating its well(s) located in Sections 21, 22, and 28."

2. Section 2 of the Agreement is hereby amended to read as follows:

"OXY agrees to (a) the layout, construction and use of the Pads, the planned Pad reclamation, the pipelines, the Access Roads, and the temporary housing facilities shown on the attached Exhibits B1-B6 (each of such exhibits containing eleven pages), and (b) the pipeline development map shown on the attached Exhibits C1 and C2, subject to OXY's prior written approval of the final pipeline plan as provided in Section 19 of this Agreement. Any changes to the attached Exhibits B1-B6 and Exhibits C1 and C2 are subject to the prior written approval of OXY, such approval not to be unreasonably withheld. Marathon will take all necessary precautions in the construction of the Pads, Access Roads and pipeline right of way to insure that such Pads, Access Roads and pipeline right of way are stable and are not a hazard to the area, any road or other structure. Prior to commencement of construction of any Pad(s) in Section 21, Marathon shall consult with an appropriate qualified professional engineer, perform rock fall assessments, and institute appropriate mitigation measures in connection with such assessments. In addition, Marathon shall have an appropriate qualified professional engineer on site during the construction of any Pad(s). Marathon shall be held responsible for the proper handling of stormwater runoff and erosion control and shall construct the Pads, Access Roads, and pipeline right of way in compliance with Colorado Department of Public Health and

Environment ("CDPHE") rules and regulations related thereto in order to protect the Existing Road, the Lands, and OXY's other assets. Once any Pad or Access Road or the pipeline right of way is constructed and thereafter in accordance with its respective CDPHE permit, Marathon shall have any such disturbed area inspected by its authorized stormwater contractor, Buys & Associates, Inc., 300 E. Mineral Avenue, Suite 10, Littleton, Colorado 80122-2655 or other qualified stormwater contractor, and any deficiencies shall immediately be brought into compliance. Pads must be thirty (30) feet from any existing pipeline. At the point an Access Road crosses any existing pipeline, there must be six (6) feet of coverage between such Access Road and any such pipeline. An OXY employee must be present during any excavation and construction activities related to the Access Roads and pipelines to be built by Marathon. No additional pad(s) shall be constructed or lands cleared for the construction of any additional pad(s) without the prior written consent of OXY, such consent to be granted or denied at OXY's sole and absolute discretion. Any costs associated with the requirements of this Section 2 or otherwise in connection with this Agreement shall be the responsibility of Marathon."

3. Section 12 of the Agreement is hereby amended to read as follows:

Marathon agrees that its access to the Lands is limited to its employees, contractors and agents who are involved in operations on the Pads. No firearms, weapons, illegal drugs, alcoholic beverages, or hunting will be permitted on the Lands. Marathon agrees, and shall insure that its employees, contractors and agents agree, to be subject to random firearm, illegal drug and alcoholic beverage searches and to comply with Oxy's Drug, Chemical and Controlled Substances, Alcohol and Dangerous Material Requirements attached hereto as Exhibit D. Marathon agrees that it, and shall insure that its employees, contractors and agents abide by all speed, traffic and trespassing signs on the Lands. Marathon shall leave all gates located upon the premises open or closed as found, locked or unlocked as found, and shall keep the Lands free from trash and debris. Marathon agrees to provide notice of these restrictions to all of its employees, contractors, agents and invitees who may have access to the Lands, and all such employees, contractors, agents and invitees shall be bound by said restrictions.

4. Upon execution of this Amendment, Marathon shall pay OXY (i) ~~XXXXXX~~ for each of the two additional Pads, being a total of ~~XXXXXX~~ (ii) ~~XXXXXX~~ per rod for the additional pipe needed to connect the two additional Pads to the pipeline(s) in the one pipeline right-of-way allowed under the Agreement, being ~~XXXXXX~~ multiplied by the number of rods in the length of the pipe needed to connect the two additional Pads to the pipeline(s) in the one pipeline right-of-way allowed under the Agreement, and (iii) ~~XXXXXX~~ per rod for any additional Access Road right-of-way that is needed for the additional Pads, being ~~XXXXXX~~ multiplied by the number of rods in the length of any such Access Road.

5. Except as expressly amended hereby, the provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect in accordance with their respective terms.

WITNESS THE EXECUTION OF THIS AMENDMENT THIS 18th DAY OF August, 2008.

OXY USA WTP LP

By OXY USA INC., General Partner

By: _____

Name: Alan Schwartz

Title: Attorney-in-Fact

MARATHON OIL COMPANY

By: _____

Name: ~~John G. Albert~~ M. J. Koenig

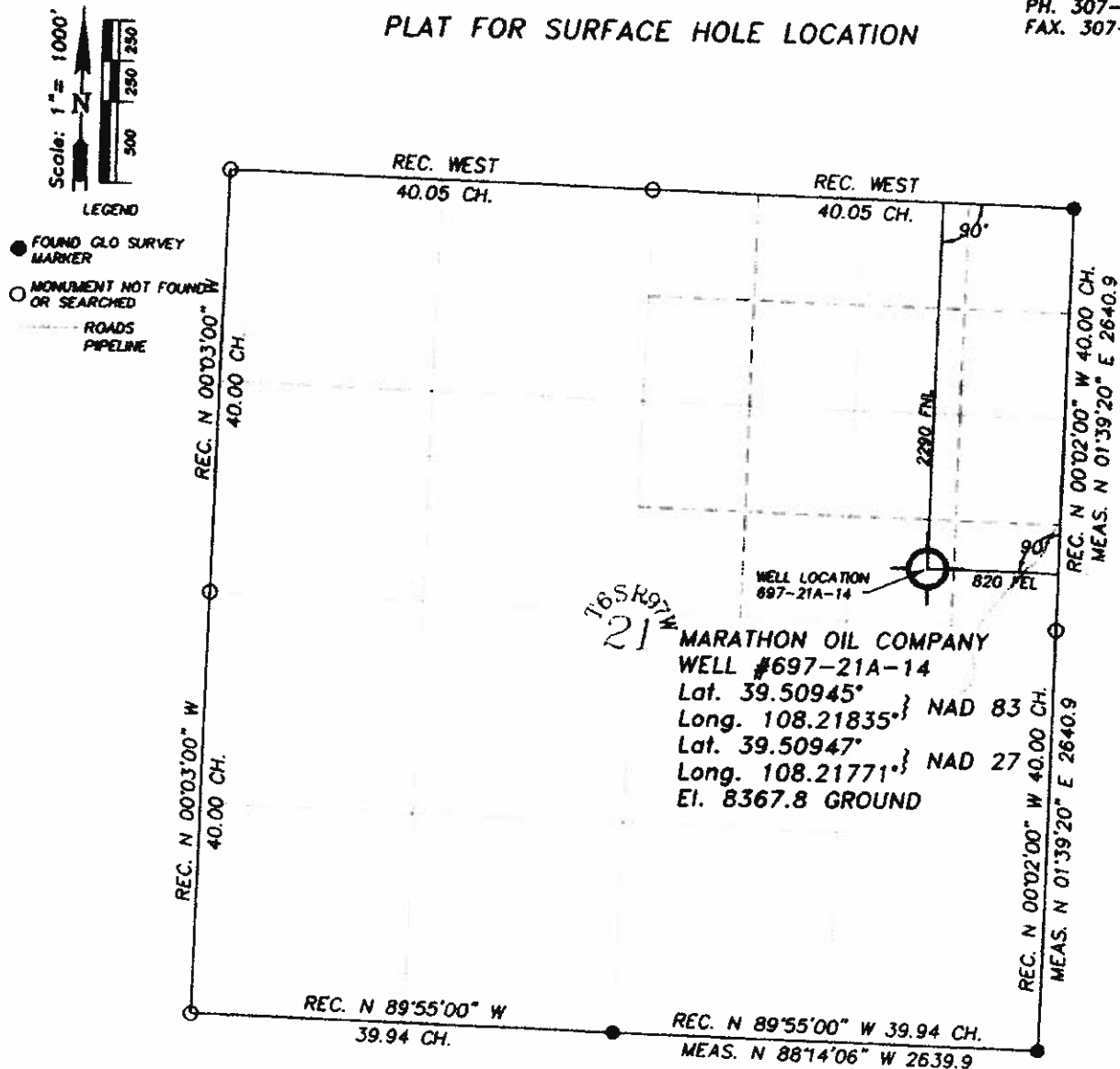
Title: Attorney-in-Fact

EXHIBIT "B6"
WILLIAM H. SMITH & ASSOCIATES P.C.
SURVEYING CONSULTANTS
T 6 S R 97 W

P.O. BOX 820
GREEN RIVER, WYOMING 82935

550 EAST 2ND NORTH
PH. 307-875-3638
FAX. 307-875-3640

PLAT FOR SURFACE HOLE LOCATION



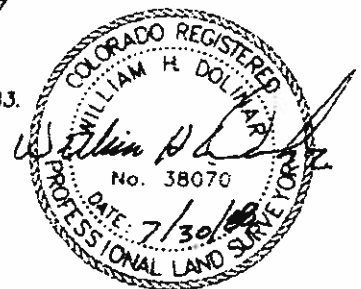
I, William H. Dolinar of Green River, Wyoming hereby certify that in accordance with a request from Frank Krugh for Marathon Oil Company, 5555 San Felipe, Houston, TX 77056, I and or personnel under my direction made a survey on the 10th day of November 2006, for the location and elevation of Marathon Oil Company, Well #697-21A-14 as shown on the above Section Map as located within the SW/4SE/4NE/4 of Section 21, T 6 S, R 97 W, of the 6th Principal Meridian, Garfield County, State of Colorado. Elevation of ungraded ground = 8367.1 feet.

Note: Basis of bearings are grid bearings based from GPS observations.
Horizontal Datum based on Colorado State Plane Coordinate System Central Zone NAD 83.
Vertical Datum based on NAVD 88 NGS Triangulation Station SHALE.

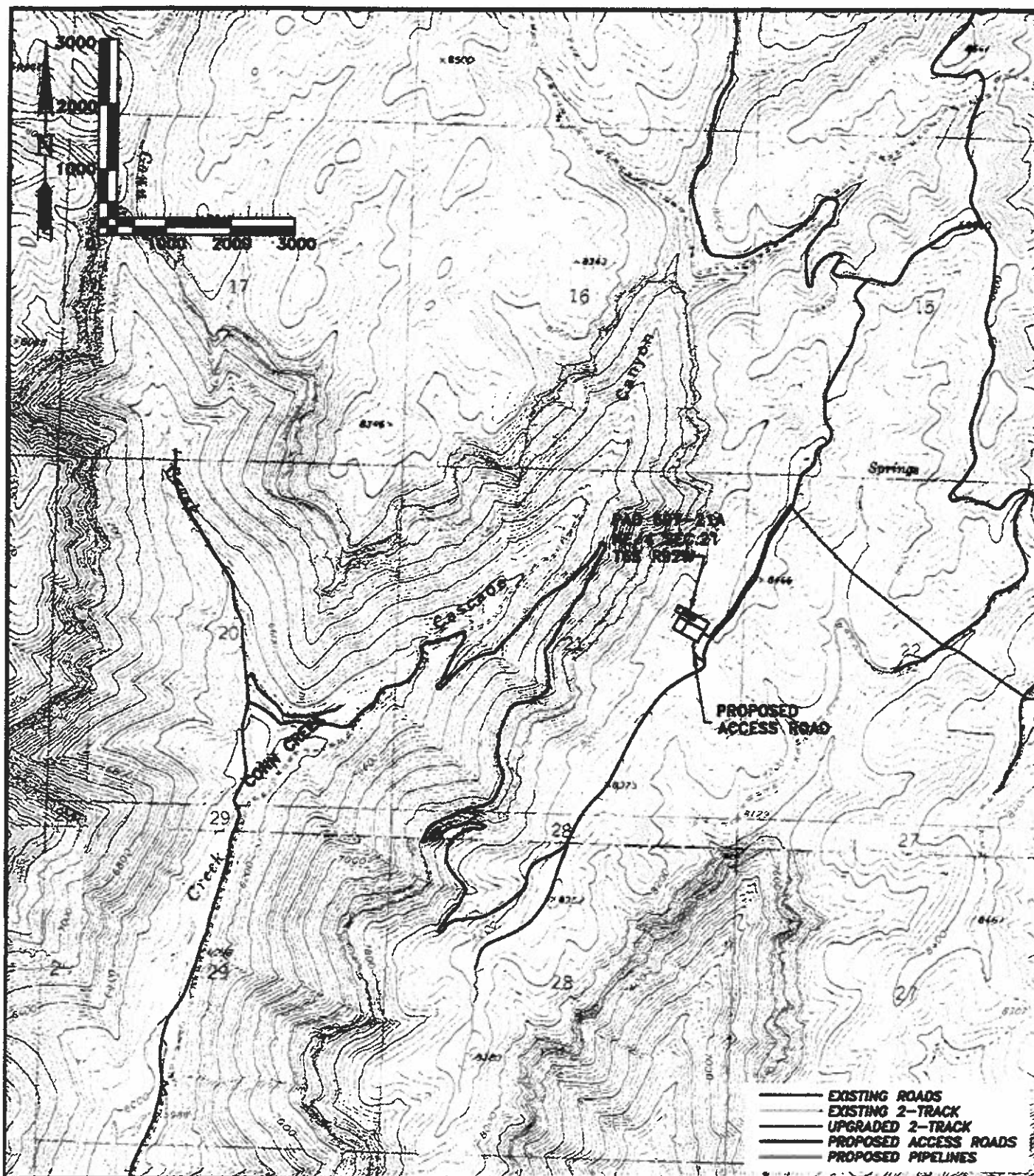
NOTE: Record bearings as shown are based on the General Land Office survey, as approved on February 24, 1921.

JOB NO. 26099
07/18/2008 CED
PAD 697-21A/01-697-21A-PLATS OXY.dwg

697-21A-22
SHEET 1 of 11



~SEAL~



**WILLIAM H. SMITH
& ASSOCIATES P.C.
SURVEYING CONSULTANTS**

550 EAST SECOND NORTH PHONE: 307-878-8688
GREEN RIVER, WY 307-878-8688
www.williamsmithpc.com

**PAD 697-21A
LOCATED IN THE
NE/4, SECTION 21,
TOWNSHIP 6 SOUTH,
RANGE 97 WEST.**

**VICINITY MAP FOR
MARATHON OIL COMPANY
P.O. BOX 3128
HOUSTON, TX 77253
5555 SAN FELIPE
HOUSTON, TX 77056**

DRAWN BY: CED

JOB NO: 26099

DATE: 07/18/08

SCALE: 1" = 2000'

SHEET 5 OF 11