

SECOND AMENDMENT OF ACCESS LICENSE AGREEMENT

State: Colorado

County: Garfield

KNOW ALL MEN BY THESE PRESENTS:

THAT WEREAS, under the date of August 20, 2002, Williams Production RMT Company, ("Williams") and American Soda L.L.P. ("American Soda") with Williams and American Soda collectively called the "Parties," did execute an Access License Agreement (the "Agreement") recorded in Book 1384, Page 846 of the official Records of the County and State named above; and

THAT WEREAS, under the date of June 28, 2004, Williams Production RMT Company, ("Williams") and American Soda L.L.P. ("American Soda") did execute an Amendment of Access License Agreement (the "Amendment") recorded in Book 1607, Page 742 of the official Records of the County and State named above; and

WHEREAS, in the Agreement, American Soda granted to Williams a non-exclusive License for the sole purpose of gaining access for ingress to and egress from the proposed Wells described in the Agreement and to construct, drill, operate and maintain the proposed Wells on the License Area; and

WHEREAS, in the Amendment, the Parties agreed to delete the original Exhibits "B" and "C" of the Agreement and to replace them with the "Amended Exhibit B" and the "Amended Exhibit C" attached to the Amendment; and

WHEREAS, it is the desire of the Parties to amend the Agreement and Amendment and update the list of proposed Wells attached thereto by replacing the original Exhibits "B" and "C" and the Amended Exhibits "B" and "C" with the Second Amended Exhibits "B" and "C" attached hereto; and

WHEREAS, Solvay Chemical Inc. is the successor in interest to American Soda L.L.P. in the License Area shown on the attached Second Amended Exhibit "C".

NOW, THEREFORE, in consideration of the premises stated herein and other good and valuable consideration, the receipt and adequacy of which are hereby agreed to by the Parties as follows:

The Parties agree that the Agreement and Amendment are hereby amended to delete the original Exhibits "B" and "C" and the Amended Exhibits "B" and "C" of the Agreement and Amendment and to replace them with the attached Second Amended Exhibits "B" and "C"; and

The Parties agree Solvay Chemical Inc. is the successor in interest to American Soda L.L.P. in the License Area shown on the attached Second Amended Exhibit "C"; and,

All other terms and conditions of the Agreement and the Amendment remain unaltered and are in full force and effect as of the date hereof; and

This Second Amendment of Access License Agreement shall be binding on any and all successors and assigns of the Parties.

The Parties hereto have executed this Second Amendment of Access License Agreement this 17th day of August, 2005.

Solvay Chemical Inc.

Williams Production RMT
Company

By: Val M. Zolotochinn
Name: VAL M. ZOLOTCHINN
Title: DIRECTOR OF ENV & D.V. PRODUCTS


By: Joseph P. Barrett
Joseph P. Barrett
Attorney-In-Fact ala

STATE OF Colorado)
COUNTY OF Garfield

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Val Zolotochinn, whose name is subscribed to the foregoing instrument as Director of Solvay Chemicals, a corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17 day of August, 2005.

My Commission Expires: 04/05/08
(SEAL)

Rhonda L. Harris
Notary Public


STATE OF COLORADO)
COUNTY OF DENVER)

My Commission Expires 04/05/08

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-In-Fact of Williams Production RMT Company, a corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of August, 2005.

My Commission Expires: 7-31-06
(SEAL)

Cynthia L. Allison
Notary Public



Second Amended Exhibit "B"
Attached to and made a part of that certain Second Amendment of Access License Agreement
dated September 17, 2005, between
Williams Production RMT Company and Solvay Chemical Inc.

Name of Existing Well Pad Where Proposed Well will be Located	Names of Proposed Wells	Legal Description for Surface Location				Access
		Section	Township	Range	Qtr/Qtr	
GM 11-2	GM 411-2	2	7S	96W	NWNW	Will use existing roads
	GM 511-2	2	7S	96W	NWNW	Will use existing roads
GM 13-2	GM 413-2	2	7S	96W	NWSW	Will use existing roads
	GM 513-2	2	7S	96W	NWSW	Will use existing roads
GM 14-2	GM 414-2 (Drilled)	2	7S	96W	SWSW	Will use existing roads
	GM 514-2 (Drilled)	2	7S	96W	SWSW	Will use existing roads
GM 21-2	GM 253-2	2	7S	96W	NENW	Will use existing roads
	GM 421-2	2	7S	96W	NENW	Will use existing roads
	GM 521-2	2	7S	96W	NENW	Will use existing roads
GM 22-2	GM 422-2	2	7S	96W	SENW	Will use existing roads
	GM 423-2	2	7S	96W	NESW	Will use existing roads
GM 24-2	GM 424-2 (Drilled)	2	7S	96W	SESW	Will use existing roads
	GM 524-2 (Drilled)	2	7S	96W	SESW	Will use existing roads
GM 32-2	GM 432-2	2	7S	96W	SWNE	Will use existing roads
	GM 532-2 (new proposed well to replace the previously approved GM 433-2)	2	7S	96W	SWNE	Will use existing roads
GM 265-2	GM 434-2 (Drilled)	2	7S	96W	SWSE	Will use existing roads
	GM 534-2 (Drilled)	2	7S	96W	SWSE	Will use existing roads
GV 14-2	GM 442-2	2	7S	96W	SENE	Will use existing roads
	GM 542-2	2	7S	96W	SENE	Will use existing roads
	GM 441-2 (new proposed well)	2	7S	96W	NENE	Will use existing roads
	GM 642-2 (new proposed well)	2	7S	96W	SENE	Will use existing roads
GM 44-2	GM 344-2 (Drilled)	2	7S	96W	SESE	Will use existing roads
	GM 444-2	2	7S	96W	SESE	Will use existing roads
GM 31-3	GM 431-3	3	7S	96W	NVNE	Will use existing roads
GM 268-3	GM 432-3 (Drilled)	3	7S	96W	SWNE	Will use existing roads
	GM 532-3 (Drilled)	3	7S	96W	SWNE	Will use existing roads
	GM 632-3	3	7S	96W	SWNE	Will use existing roads
GM 266-3	GM 441-3	3	7S	96W	NENE	Will use existing roads
	GM 541-3	3	7S	96W	NENE	Will use existing roads

Name of Existing Well Pad Where Proposed Well will be Located	Names of Proposed Wells	Legal Description for Surface Location				Access
		Section	Township	Range	Qtr/Qtr	
	GM 641-3	3	7S	96W	NENE	Will use existing roads
	GM 544-34	35	6S	96W	SWSW	Will use existing roads
	GM 44-34	35	6S	96W	SWSW	Will use existing roads
	GM 444-34	35	6S	96W	SWSW	Will use existing roads
GM 42-3	GM 442-3	3	7S	96W	SENE	Will use existing roads
	GM 542-3	3	7S	96W	SENE	Will use existing roads
GM 34-34	GM 233-34	34	6S	96W	SWSE	Will use existing roads
	GM 434-34	34	6S	96W	SWSE	Will use existing roads
	GM 534-34	34	6S	96W	SWSE	Will use existing roads
GV 23-34	GM 234-34 (Drilled)	34	6S	96W	NESE	Will use existing roads
	GM 643-34 (Drilled)	34	6S	96W	NESE	Will use existing roads
	GM 443-34 (Drilled)	34	6S	96W	NESE	Will use existing roads
	GM 543-34 (Drilled)	34	6S	96W	NESE	Will use existing roads
GM 23-34	GM 423-34	34	6S	96W	NESW	Will use existing roads
GM 24-34	GM 424-34	34	6S	96W	SESW	Will use existing roads
GM 14-35 (new proposed surface location to replace the previously approved GM 228-35)	GM 414-35	35	6S	96W	SW SW	Will use existing roads
	GM 514-35	35	6S	96W	SW SW	Will use existing roads
	GM 614-35	35	6S	96W	SW SW	Will use existing roads

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Solvay Chemical Inc.

By: Val M. Zolotochinn
Name: VALM. ZOLOTCHINN
Title: DIRECTOR OF ENV & D.V. PRODUCTS

Williams Production RMT Company


By: Joseph P. Barrett
Joseph P. Barrett
Attorney-In-Fact ala

STATE OF Colorado)
COUNTY OF Garfield

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Val Zolotochinn, whose name is subscribed to the foregoing instrument as Director of Solvay Chemicals, a corporation, appeared before me this day in person and acknowledged that he executed said instrument as his free and voluntary act and deed as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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My Commission Expires: 04/05/08
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Rhonda L. Harris
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STATE OF COLORADO)
COUNTY OF DENVER)

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Cynthia L. Allison
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GM 32-2	GM 432-2	2	7S	96W	SWNE	Will use existing roads
	GM 532-2 (new proposed well to replace the previously approved GM 432-2)	2	7S	96W	SWNE	Will use existing roads
GM 255-2	GM 434-2 (Drilled)	2	7S	96W	SWSE	Will use existing roads
	GM 534-2 (Drilled)	2	7S	96W	SWSE	Will use existing roads
GV 14-2	GM 442-2	2	7S	96W	SENE	Will use existing roads
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