

**3rd AMENDMENT OF
SURFACE USE AGREEMENT**

State: Colorado

County: Garfield

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, under the date of September 23, 2004, **ExxonMobil Oil Corporation** ("Surface Owner") and **Williams Production RMT Company** ("Operator"), with Surface Owner and Operator collectively called the "Parties," did execute a Surface Use Agreement (the "Agreement"), recorded in Book 1642, Page 778 of the official records of Garfield County; and,

WHEREAS, under the date September 11, 2006, **ExxonMobil Oil Corporation**, ("Surface Owner") and **Williams Production RMT Company** ("Operator") did execute an Amendment of the Surface Use Agreement (the "Amendment"); and,

WHEREAS, under the date December 4, 2008, **ExxonMobil Oil Corporation**, ("Surface Owner") and **Williams Production RMT Company** ("Operator") did execute a 2nd Amendment of the Surface Use Agreement (the "2nd Amendment"), reception number 761655 of the official records of Garfield County; and,

WHEREAS, the Agreement provided for the use of the surface estate to drill, equip and operate the proposed wells ("Wells") to be located in Section 27 of Township 6 South, Range 96 West, 6th P.M., and further described in the "Agreement"; and,

WHEREAS, it is the desire of the "Parties" to execute a 3rd Amendment to the Surface Use Agreement ("3rd Amendment") by amending Exhibit "C" to accurately reflect changes and additions made to existing and proposed wells.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the "Parties" hereto, it is agreed:

The "Parties" agree to amend Exhibit "C" of the "Agreement". All other terms and conditions of the "Agreement" and subsequent Amendments remain unaltered and are in full force and effect as of the date hereof.

This 3rd Amendment of Surface Use Agreement shall be binding on any and all successors and assigns of the "Parties".


The "Parties" hereto have executed this 3rd Amendment of Surface Use Agreement this 24 day of APRIL 2009.

Surface Owner


Operator

ExxonMobil Oil Corporation

Williams Production RMT Company

By: 
Name: A.J. Tavano
Title: Agent and Attorney-In-Fact

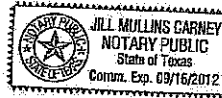
LAW
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By: 
Name: Joseph P. Barrett
Title: Attorney-In-Fact

ACKNOWLEDGMENTS

STATE OF
COUNTY OF

) TEXAS
)
) HARRIS



Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that A.J. Tavano, whose name is subscribed to the foregoing instrument as Agent and Attorney-In-Fact of ExxonMobil Oil Corporation, 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 24 day of April, 2009.

My Commission Expires: 16 Sept 2012
(SEAL)

Jill Mullins Carney
Notary Public

STATE OF COLORADO)
COUNTY OF DENVER)

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 14 day of May, 2009.

My Commission Expires: 5/21/2011
(SEAL)

Patricia E. Rives
Notary Public

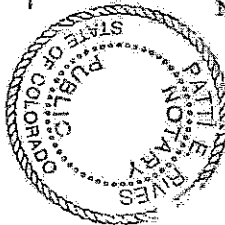


Exhibit "C"
 Attached to and made a part of the 3rd Amendment of
 Surface Use Agreement dated April 24, 2009,
 Between ExxonMobil Oil Corporation, Surface Owner, and
 Williams Production RMT Company, Operator

Well Name(s)	Well Pad Status	Surface Location	Name of Existing Well Pad
GM 13-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 23-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 312-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 313-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 323-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 333-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM412-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 413-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 422-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 423-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 512-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 513-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 523-27	Existing	SESW 27-T6S-R96W	GM 24-27
GM 21-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 321-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 421-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 521-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 22-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 322-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 522-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 31-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 331-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 431-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 531-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 432-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 532-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 541-27	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 34-22	Existing	SWNE 27-T6S-R96W	GM 32-27
GM 343-27	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 433-27	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 533-27	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 13-26	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 313-26	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 443-27	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 44-27	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 344-27	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 444-27	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 544-27	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 514-26	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 414-26	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 314-26	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 14-26	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 423-26	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 323-26	Existing	NWSE 27-T6S-R96W	GM 29-27
GM 23-26	Existing	NWSE 27-T6S-R96W	GM 29-27