

SURFACE USE AGREEMENT

State: Colorado

County: Garfield

Surface Owner: Holms Creek Partners, LLC

Surface Owner's Address PO Box 1011, Rifle, CO 81650

Operator: Williams Production RMT Company

Operator's Address: 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, CO 80202

Township 7 South, Range 94 West, 6th P.M.
Section 7 SE/4

WHEREAS, Holms Creek Partners, LLC is the Owner (hereinafter referred to as "Owner") of the above-described lands (hereinafter referred to as the "Lands") in the County and State also named above.

WHEREAS, Williams Production RMT Company (hereinafter referred to as "Operator") is the owner of the right to explore for oil and gas beneath the Lease under the terms of the Lease.

WHEREAS, the Owner and the Operator have reviewed the proposed location and the operations that will be involved in drilling the Wells and desire to enter into this Surface Use Agreement for the purpose of specifying that the Operator may use the surface estate of the Lands to conduct operations under the terms of the Lease to drill, equip and operate the Wells located on the Lands described above. See attached Exhibit "A" and "B".

NOW, THEREFORE, in consideration of the premises stated herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties hereto, it is agreed:

1. A drilling pad is the surface area for which drilling operations for one or more wells are to be conducted. Operator shall pay Owner the sum of _____

2. The execution of this Surface Use Agreement shall not affect or otherwise alter the rights and obligations of Owner or Operator under the Lease.

3. Owner agrees with the use of the described surface locations for the drilling, completion and operation of the Wells described herein. Owner agrees that Operator may use the existing and any future roads to access the described surface locations.

4. Owner agrees to keep all terms of this agreement confidential.

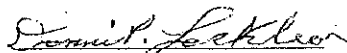
5. This Agreement shall be construed as a covenant running with the Lands and shall be binding on any and all personal representatives, successors, and assigns of Owner and Operator.

6. Operator agrees to improve existing access road from points "A" to "B" as reflected on attached Exhibit "B". Improvements shall consist of grading and graveling existing road. Any improvements will not impact drainage or exiting culverts. Gravel will consist of three inch (3") road base topped with one and one-half inch (1 1/2") or three-quarter inch (3/4") road base with gates and fencing restored as needed. Improvements for the new road will be completed by May 1st 2009.

7. **Damages:** The consideration paid by Operator and received by Owner includes full and final payment for any and all damages to the land, growing crops, pasturage, timber, fences, buildings, or other improvements of Owner resulting from the exercise of the rights herein granted during initial construction. Owner waives the right to collect any further or additional damages in any way arising or resulting from the exercise of the rights herein granted during initial construction.
8. **Weed Control:** Operator shall be responsible for controlling all noxious weeds on Subject Lands. In the event such noxious weeds spread to Owner's lands adjacent to the lands subject to the easement granted herein, Operator shall be responsible for controlling the noxious weeds of those lands as well, provided that those portions of the Subject Lands affected by the construction of the right-of-way were free of such noxious weeds prior to such time of construction. If the lands immediately adjacent to the right-of-way are not free of such noxious weeds prior to construction of the same, Operator's responsibility shall be limited to reasonable control of such noxious weeds on the lands subject to the this agreement. If Operator locates or Owner notifies Operator of location of noxious weeds on the right-of-way, Operator shall implement control procedures before noxious weeds go to seed. Operator's responsibility for weed control shall be ongoing.
9. **Maintenance:** All access roads, fences, and gates impacted by Operator's use or operations which are subject to this Agreement shall be maintained by Operator in as good condition as exists at the time of execution of this Agreement, ordinary wear and tear excepted. Owner shall give Operator written notice of degradation or damage to the Subject Lands caused by Operator's operations.
10. **Warranty:** Owner represents and warrants to Operator that Danny P. Locklear, Sr. has the full authority to enter into this agreement. This agreement constitutes a legal, valid and binding obligation of Owner and is enforceable against surface owner in accordance with the terms set forth herein.
11. The Parties hereto have executed this Surface Use Agreement this 16th day of December, 2008.
12. **Term:** This Surface Use Agreement shall become effective on today's date and will become null and void on December 31st 2015. All wells should be drilled and reclamation should be complete or in final stages with landowners approval.

Owner

Holms Creek Partners, LLC

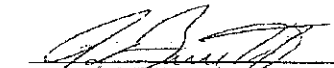


By: Dannie P. Locklear Sr.

Title: Member

Operator

Williams Production RMT Company

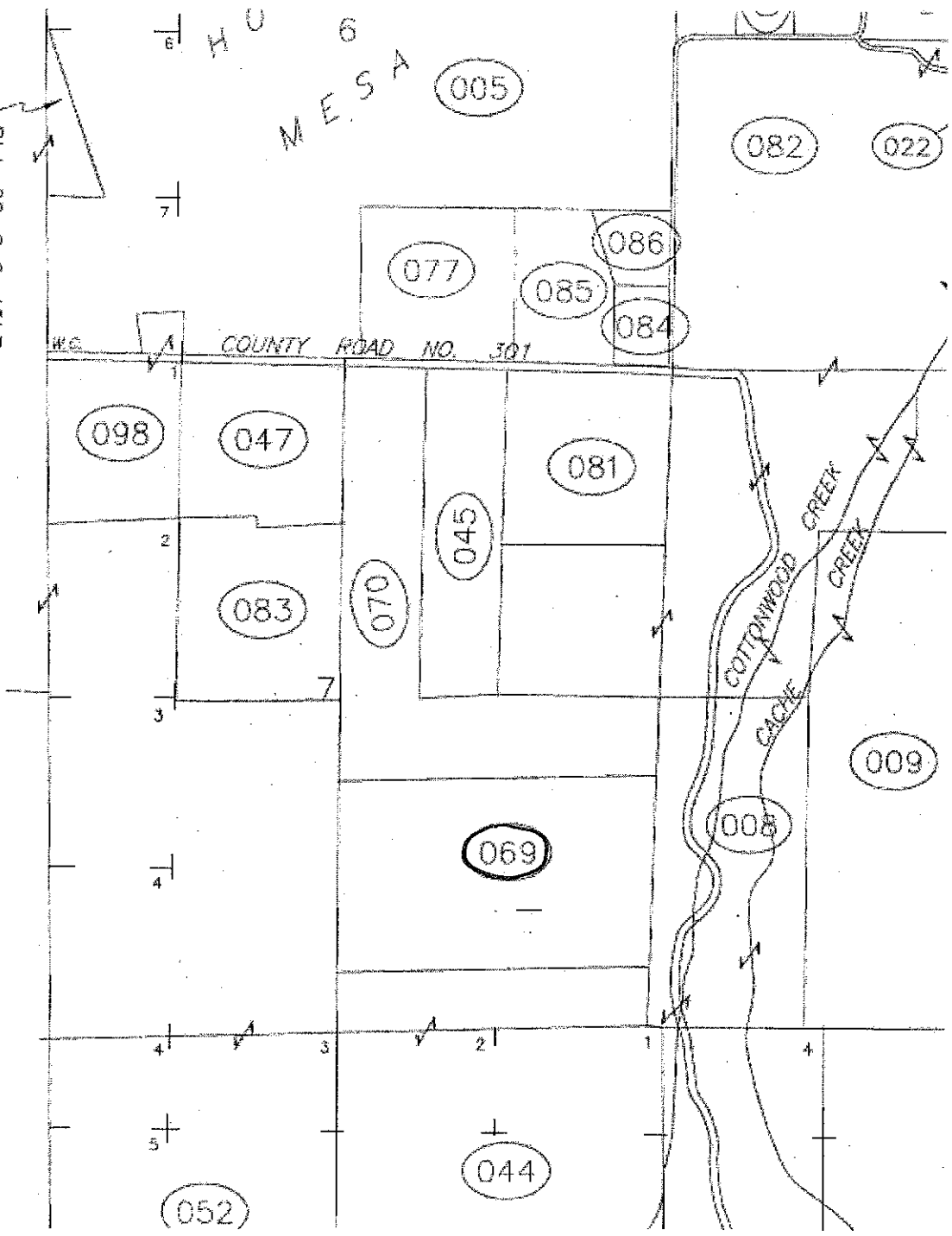


By: Joseph P. Barrett

Title: Attorney-in-Fact

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