

**4th AMENDMENT OF  
SURFACE USE AGREEMENT**

**STATE: COLORADO**

**COUNTY: GARFIELD**

**KNOW ALL MEN BY THESE PRESENTS:**

**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 ("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 ("Amendment"); and,

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

**WHEREAS**, under the date April 24<sup>th</sup>, 2009, **ExxonMobil Oil Corporation**, ("Surface Owner") and **Williams Production RMT Company** ("Operator") did execute a 3<sup>rd</sup> Amendment of the Surface Use Agreement ("3<sup>rd</sup> Amendment"), reception number 768492 of the official records of Garfield County; and,

**WHEREAS**, on the "3<sup>rd</sup> Amendment" reflects pad name of GM 29-27; the name correction to the MV 29-27 as shown on the attached Exhibit "A".

**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, 6<sup>th</sup> P.M., and further described in the Agreement; and,

**WHEREAS**, Surface Owner agrees that Operator may use the four (4) existing surface locations for the drilling, completion and operation on wells as described on the attached Exhibit "A".

**WHEREAS**, the 2<sup>nd</sup> Amendment has an expiration date of July 31<sup>st</sup>, 2010, it is the desire of the Parties to execute this 4th Amendment to the Surface Use Agreement ("4th Amendment") to extend the expiration date until December 31, 2013 on existing well pads, as shown on Exhibit "A".

**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:

- 1) The Operator may use the four (4) existing surface locations for the drilling, completion and operation on wells as described on the attached Exhibit "A" (the "Wells").
- 2) Paragraph 1 of the Agreement shall be deleted and replaced with the following:
  1. Operator may begin operations to drill the Wells any time prior to December 31, 2013, or any time thereafter as mutually agreed to by Surface Owner and Operator.
- 3) All other terms and conditions of the Agreement and subsequent amendments as described herein remain unaltered and are in full force and effect by their terms as of the date hereof.
- 4) This 4th Amendment of Surface Use Agreement shall be binding on any and all successors and assigns of the Parties.
- 5) The recitals and all exhibits attached hereto are incorporated herein for all purposes.

The "Parties" hereto have executed this 4th Amendment of Surface Use Agreement this  
30<sup>th</sup> day of June 2010.

SURFACE OWNER

ExxonMobil Oil Corporation

OPERATOR

Williams Production RMT Company

By: L. W. Cheek  
Name: L. W. Cheek  
Title: Agent and Attorney-In-Fact

By: Sandra J Hotard  
Name: Sandra J Hotard  
Title: Attorney-In-Fact

ACKNOWLEDGMENTS

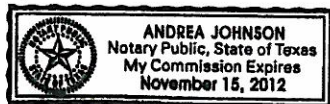
STATE OF Texas  
COUNTY OF Harris

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that L. W. Cheek, whose name is subscribed to the foregoing instrument as Agent and Attorney-In-Fact of ExxonMobil Oil Corporation, a New York 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 29 day of June, 2010.

My Commission Expires: 15 Nov 2012  
(SEAL)

Andrea Johnson  
Notary Public



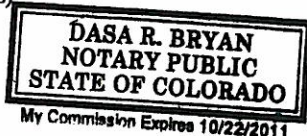
STATE OF COLORADO  
COUNTY OF GARFIELD

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Sandra J. Hotard, whose name is subscribed to the foregoing instrument as Attorney-In-Fact of Williams Production RMT Company, a Delaware corporation, appeared before me this day in person and acknowledged that she executed said instrument as her 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 30th day of June, 2010.

My Commission Expires: 10/22/2011  
(SEAL)

Dasa R. Bryan  
Notary Public



After Recordation Please Return To:  
Williams Production RMT Co.  
Attn: Land Dept.  
P.O. Box 370  
Parachute, CO 81635

**EXHIBIT "A"**

Attached to and made a part of the 4th Amendment of Surface Use Agreement  
dated 30 day of June 2010, between ExxonMobil Oil Corporation,  
Surface Owner, and Williams Production RMT Company, Operator

Name of Well to be Drilled	Township, Range	Section	Quarter-Quarter for Surface Location	Name of Existing Well Pad Where the New Well will be located
MV 23-27	T6S -- R96W	27	NENE	MV 23-27
GM 342-27	T6S -- R96W	27	NENE	MV 23-27
* GM 11-26	T6S -- R96W	27	NENE	MV 23-27
GM 341-27	T6S -- R96W	27	NENE	MV 23-27
* GM 21-26	T6S -- R96W	27	NENE	MV 23-27
GM 311-26	T6S -- R96W	27	NENE	MV 23-27
GM 321-26	T6S -- R96W	27	NENE	MV 23-27
GM 441-27	T6S -- R96W	27	NENE	MV 23-27
GM 511-26	T6S -- R96W	27	NENE	MV 23-27
* GM 344-22	T6S -- R96W	27	NENE	MV 23-27
* GM 334-22	T6S -- R96W	27	NENE	MV 23-27
* GM 434-22	T6S -- R96W	27	NENE	MV 23-27
* GM 433-22	T6S -- R96W	27	NENE	MV 23-27
* GM 544-22	T6S -- R96W	27	NENE	MV 23-27
* GM 444-22	T6S -- R96W	27	NENE	MV 23-27
* GM 534-22	T6S -- R96W	27	NENE	MV 23-27
* GM 513-23	T6S -- R96W	27	NENE	MV 23-27
* GM 424-23	T6S -- R96W	27	NENE	MV 23-27
* GM 44-22	T6S -- R96W	27	NENE	MV 23-27
* GM 443-22	T6S -- R96W	27	NENE	MV 23-27
GM 332-27	T6S -- R96W	27	SWNE	GM 32-27
GM 32-27	T6S -- R96W	27	SWNE	GM 32-27
GM 322-27	T6S -- R96W	27	SWNE	GM 32-27
GM 522-27	T6S -- R96W	27	SWNE	GM 32-27
GM 34-22	T6S -- R96W	27	SWNE	GM 32-27
GM 532-27	T6S -- R96W	27	SWNE	GM 32-27
GM 521-27	T6S -- R96W	27	SWNE	GM 32-27
GM 22-27	T6S -- R96W	27	SWNE	GM 32-27
GM 21-27	T6S -- R96W	27	SWNE	GM 32-27
GM 421-27	T6S -- R96W	27	SWNE	GM 32-27
GM 432-27	T6S -- R96W	27	SWNE	GM 32-27
GM 321-27	T6S -- R96W	27	SWNE	GM 32-27
GM 31-27	T6S -- R96W	27	SWNE	GM 32-27
GM 431-27	T6S -- R96W	27	SWNE	GM 32-27
GM 331-27	T6S -- R96W	27	SWNE	GM 32-27
GM 541-27	T6S -- R96W	27	SWNE	GM 32-27
GM 531-27	T6S -- R96W	27	SWNE	GM 32-27



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Name of Well to be Drilled	Township, Range	Section	Quarter-Quarter for Surface Location	Name of Existing Well Pad Where the New Well will be located
MV 29-27	T6S -- R96W	27	NWSE	MV 29-27
GM 433-27	T6S -- R96W	27	NWSE	MV 29-27
GM 533-27	T6S -- R96W	27	NWSE	MV 29-27
GM 343-27	T6S -- R96W	27	NWSE	MV 29-27
GM 443-27	T6S -- R96W	27	NWSE	MV 29-27
GM 544-27	T6S -- R96W	27	NWSE	MV 29-27
GM 44-27	T6S -- R96W	27	NWSE	MV 29-27
GM 344-27	T6S -- R96W	27	NWSE	MV 29-27
GM 444-27	T6S -- R96W	27	NWSE	MV 29-27
GM 13-26	T6S -- R96W	27	NWSE	MV 29-27
GM 23-26	T6S -- R96W	27	NWSE	MV 29-27
GM 323-26	T6S -- R96W	27	NWSE	MV 29-27
GM 423-26	T6S -- R96W	27	NWSE	MV 29-27
GM 14-26	T6S -- R96W	27	NWSE	MV 29-27
GM 313-26	T6S -- R96W	27	NWSE	MV 29-27
GM 314-26	T6S -- R96W	27	NWSE	MV 29-27
GM 414-26	T6S -- R96W	27	NWSE	MV 29-27
GM 514-26	T6S -- R96W	27	NWSE	MV 29-27
GM 24-27	T6S -- R96W	27	SESW	GM 24-27
GM 524-27	T6S -- R96W	27	SESW	GM 24-27
GM 424-27	T6S -- R96W	27	SESW	GM 24-27
GM 324-27	T6S -- R96W	27	SESW	GM 24-27
GM 422-27	T6S -- R96W	27	SESW	GM 24-27
GM 333-27	T6S -- R96W	27	SESW	GM 24-27
GM 513-27	T6S -- R96W	27	SESW	GM 24-27
GM 23-27	T6S -- R96W	27	SESW	GM 24-27
GM 13-27	T6S -- R96W	27	SESW	GM 24-27
GM 313-27	T6S -- R96W	27	SESW	GM 24-27
GM 413-27	T6S -- R96W	27	SESW	GM 24-27
GM 323-27	T6S -- R96W	27	SESW	GM 24-27
GM 423-27	T6S -- R96W	27	SESW	GM 24-27
GM 523-27	T6S -- R96W	27	SESW	GM 24-27
GM 512-27	T6S -- R96W	27	SESW	GM 24-27
GM 312-27	T6S -- R96W	27	SESW	GM 24-27
GM 412-27	T6S -- R96W	27	SESW	GM 24-27

\* New Wells Added