

## REINSTATEMENT AND AMENDMENT OF SURFACE USE AGREEMENT

STATE: COLORADO

COUNTY: GARFIELD

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, under the date of September 23<sup>rd</sup>, 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 at Reception # 662627 Book 1635, Page 388 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 to be located in Section 23 of Township 6 South, Range 96 West, 6<sup>th</sup> P.M., and further described in the Agreement; and,

**WHEREAS**, Williams Production RMT Company is now known as Williams Production RMT Company LLC ("Williams"); and,

**WHEREAS**, Surface Owner agrees that Operator may use the existing surface location for the drilling, completion and operation on wells as described on the attached Exhibit "A;" and,

**WHEREAS**, the Agreement has an expiration date of November 1, 2005, it is the desire of the Parties to execute a Reinstatement and Amendment of Surface Use Agreement ("Amendment") thereby reinstating, ratifying and reaffirming the Agreement and extending the expiration date until December 31, 2012, for existing well pad MV 10-23.

**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 Parties reinstate, ratify, reaffirm and agree to be bound by all the terms and conditions of the Agreement, as herein amended.
- 2) Surface Owner agrees that Operator may use the one (1) existing surface location for the drilling, completion, and operation of wells as described on the attached Exhibit "A" (the "Wells").
- 3) Paragraph 1 of the Agreement shall be deleted and replaced with the following:
  - A. Operator may begin operations to drill the Wells from existing well pad MV 10-23 at any time prior to December 31, 2012, or any time thereafter as mutually agreed to by Surface Owner and Operator.
- 4) Except as provided herein, 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.

5) This Reinstatement and Amendment of Surface Agreement shall be binding on any and all successors and assigns of the Parties.

6) The recitals and all exhibits attached hereto are incorporated herein for all purposes.

The Parties hereto have executed this Reinstatement and Amendment of Surface Use Agreement this 27<sup>th</sup> day of JANUARY, 2011.

**SURFACE OWNER**

**ExxonMobil Oil Corporation**

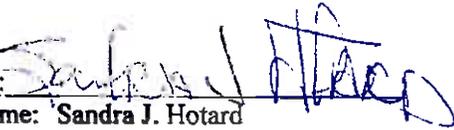
By: 

Name: A. J. FAVANO  
Title: Agent and Attorney-in-Fact

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**OPERATOR**

**Williams Production RMT Company LLC**

By: 

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

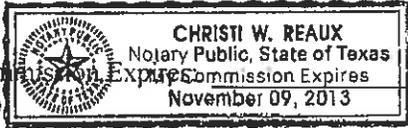
*(Acknowledgements continue on the next page.)*

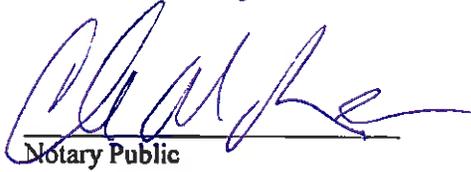
ACKNOWLEDGMENTS

STATE OF TEXAS )  
 )  
COUNTY OF 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 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 27<sup>th</sup> day of January, 2011.

My Commission Expires (SEAL)  CHRISTI W. REAUX  
Notary Public, State of Texas  
Commission Expires  
November 09, 2013

  
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 LLC**, 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 1 day of February, 2011.

My Commission Expires: 10/26/2011  
(SEAL)

  
Notary Public

**EXHIBIT "A"**

Attached to and made a part of the Amendment of Surface Use Agreement  
dated 27 day of Nov. 2011, between ExxonMobil Oil Corporation,  
Surface Owner, and Williams Production RMT Company LLC, 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
GM 12-23	T6S -- R96W	23	NWSW	MV10-23
GM 22-23	T6S -- R96W	23	NWSW	MV10-23
GM 23-23	T6S -- R96W	23	NWSW	MV10-23
GM 333-22	T6S -- R96W	23	NWSW	MV10-23
GM 433-22	T6S -- R96W	23	NWSW	MV10-23
GM 343-22	T6S -- R96W	23	NWSW	MV10-23
GM 312-23	T6S -- R96W	23	NWSW	MV10-23
GM 412-23	T6S -- R96W	23	NWSW	MV10-23
GM 512-23	T6S -- R96W	23	NWSW	MV10-23
GM 13-23	T6S -- R96W	23	NWSW	MV10-23
GM 313-23	T6S -- R96W	23	NWSW	MV10-23
GM 513-23	T6S -- R96W	23	NWSW	MV10-23
GM 322-23	T6S -- R96W	23	NWSW	MV10-23
GM 422-23	T6S -- R96W	23	NWSW	MV10-23
GM 522-23	T6S -- R96W	23	NWSW	MV10-23
GM 323-23	T6S -- R96W	23	NWSW	MV10-23
GM 423-23	T6S -- R96W	23	NWSW	MV10-23
GM 34-23	T6S -- R96W	23	NWSW	MV10-23
GM 334-23	T6S -- R96W	23	NWSW	MV10-23
GM 533-23	T6S -- R96W	23	NWSW	MV10-23