



661714 10/14/2004 01:3 1631 P46 M ALSDORF
1 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

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AMENDMENT OF OIL AND GAS LEASE

THIS AGREEMENT AND AMENDMENT, Made and entered into this 1st day of September, 2004, by and between Exxon Mobil Corporation hereinafter referred to as "Lessor" and Williams Production RMT Company hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, Lessor and Lessee each own interests under and subject to an oil and gas lease dated (the "Lease") effective August 10, 2004, which was entered into by and between Exxon Mobil Corporation and Williams Production RMT Company covering the following described lands in Garfield County, State of Colorado, to wit:

308.00 gross acres, more or less, being part of the NW/4 and the S/2 of Section 6, Township 7 South, Range 95 West, 6th P.M., and more particularly described on the Exhibit "A" attached to the Lease.

Limited from the surface to the base of the Mesa Verde formation, but not to exceed 7,990'.

such lease having been recorded in Book 1617, Page 44 of the records of said county and Lessor and Lessee now desire to amend said Lease by adding a Shut In Royalty Provision to the Lease.

NOW, THEREFORE, in consideration of the premises, the payment of Ten Dollars (\$10.00) by Lessee to Lessor, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and for the purpose of amending said lease, it is now and hereby agreed, notwithstanding anything to the contrary in said Lease as originally executed, that:

The Lease be amended by adding the following Shut In Royalty Provision to the Lease:

SHUT IN ROYALTY PROVISION: If Lessee drills a well on the Leased Premises or on land pooled therewith, which well is capable of producing oil or gas but such well is not being produced and this Lease is not being maintained otherwise as provided herein, this Lease shall not terminate, whether it be during or after the primary term, (unless released by Lessee) and it shall nevertheless be considered that oil or gas is being produced from the land covered by this Lease. When the Lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, a sum equal to Ten Dollars (\$10.00) per net acre covered by this Lease. Such payment is due on or before the anniversary

Please return to:

Ms. Annette Apperson
Williams Production RMT Company
1515 Arapahoe St., Twr 3, Suite 1000
Denver, CO 80202

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date of this Lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this Lease during the period such well remains shut in. Lessee's failure to timely or properly pay or tender such royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Such royalty shall not be due where a well is producing on the Leased Premises or lands pooled therewith. It is expressly agreed that this Lease cannot and shall not be maintained after the expiration of the primary term solely by payment of the shut-in well royalties for any period longer than two (2) consecutive years.

Lessor acknowledges that said Lease, as amended, is valid and in full force and effect and for such purpose Lessor hereby grants, leases and lets to Lessee all of Lessor's interest in the above described lands upon the same terms, conditions and provisions as are contained in said Lease as amended hereby.

This agreement and amendment shall be binding upon and inure to the benefit of the parties hereto, their successors, personal representatives and assigns.

EXECUTED the day and year first above set forth.

Lessor

Exxon Mobil Corporation

By: 

Charles T. Howell


Title: Agent and Attorney-in-Fact

Lessee

Williams Production RMT Company

By: 

Joseph P. Barrett

Title: Attorney-in-Fact 



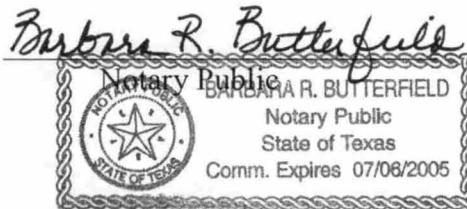
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STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Charles T. Howell, whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact of Exxon Mobil 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 01 day of September, 2004.

My Commission Expires: _____
(SEAL)



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 September, 2004.

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

Cynthia L. Allison
Notary Public

