

SURFACE LEASE

STATE OF COLORADO

COUNTY OF GARFIELD

THIS SURFACE LEASE AGREEMENT, made effective on this 1st day of June 2007, by and between Chevron Shale Oil Company, a division of Chevron U.S.A. Inc., a Pennsylvania corporation, whose address is 11111 S. Wilcrest Dr., Houston, Texas 77099, hereinafter called "Lessor", and Williams Production RMT Company, a Delaware corporation, with offices at 1515 Arapahoe St. Tower 3, Suite 1000, Denver, CO, 80202, hereinafter called "Lessee". The individuals, companies, and entities names above may sometimes individually be referred to as "Party" and collectively as "Parties".

WITNESSETH:

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration and the rents paid and to be paid, and the mutual covenants herein contained, Lessor does hereby lease unto Lessee the surface of the following described property, situated in Garfield County, Colorado:

A parcel of land situated in the Southwest Quarter Southeast Quarter (SW/4 SE/4) of Section 20 and in the Northwest Quarter Northeast Quarter and Northeast Quarter Northwest Quarter (NW/4 NE/4 & NE/4 NW/4) of Section 29, Township 6 South, Range 96 West of the 6th PM, and which is more particularly described in the attached Exhibit "A"

The above described property is hereinafter referred to as the "Leased Premises". This Surface Lease covers surface rights only, and does not include the right to explore for or produce oil, gas or other minerals. This Surface Lease is given subject to all grants, conditions, limitations, and reservations, if any, of record or arising by operation of law, and the rights of any parties pursuant to same. The rights granted to Lessee herein shall be non-exclusive and Lessor shall have the continuing right to access the Leased Premises and to use the Leased Premises for any means which do not unreasonably interfere with Lessee's use of the Leased Premises. Lessor makes no warranties or representations concerning the title to the Leased Premises.

This Surface Lease is subject to the following terms and conditions:

1. Purpose of Surface Lease.

The Leased Premises will be used by Lessee construct and operate a Tank pad and a Frac pad, as same are shown and described on Exhibit "A" and "B1 and B2" hereto. Lessee may place equipment on the Leased Premises and carry on operations thereon that are normally associated with Fracing operations or produced water or oil tank facilities as shown on the Exhibits "A" and "B1 and B2". Any attempt by Lessee to use the Leased Premises for any other purpose shall immediately terminate this Surface Lease, notwithstanding any other provision herein.

- a. The Parties anticipate the area of the Leased Premises to be used by Lessee for the Frac Pad, as shown on Exhibit "B1 and B2" will be brief. Lessee has identified the Frac Pad area as a temporary need area which it will reclaim as soon as it stops using same for a Frac Pad. Lessee will promptly remediate and restore the Frac Pad area as soon as it ceases to use the area for fracing operations and unless otherwise agreed to by the Parties restoration and remediation shall be completed no later than two (2) years from the date of the lease. Lessee will surrender its rights to the Frac Pad area upon completion of

its obligation to restore that property but in no case later than two year from the effective date hereof.

- b. Lessee agrees to maintain and operate the Leases Premises herein granted in such manner that the operation thereof will in no way hinder or prevent the use and enjoyment of Lessor's adjoining property, including use thereof for exploration, mining, oil shale development, oil and gas development, farming, ranching and land development.
- c. Lessee agrees to replace or rebuild, to the satisfaction of Lessor, any and all parts of any road or any drainage or irrigation system or other improvement that may be damaged in connection with Lessee's activities conducted pursuant to this Surface Lease.
- d. Lessee shall have the ongoing responsibility of assuring that irrigation systems damaged by the activities permitted hereunder are restored to their proper operating condition and that areas of settling and slumping in Lessor's fields and pastures, caused by the activities permitted hereunder, are permanently restored to field grade.
- e. Except as otherwise provided herein, Lessee shall comply with the terms of the attached exhibits and shall maintain current as-built drawings for the pipeline and all of its surface and subsurface facilities located within the Easement Area and shall provide Lessor with copies of such drawings each time they are updated.
- f. Lessee shall take all necessary precautions, in conducting its activities under this Surface Lease, to prevent brush and grass fires.

2. **Term.**

This Surface Lease shall be effective for a period beginning on the effective date hereof and shall have a term as follows: 1) as to the Frac Pad area the lease shall continue in force and effect for a period of two (2) years from the date hereof; 2) as to the remaining area, described in Exhibit "A" and devoted to Produced Water Tank Facilities and Oil Tanks, that portion of the lease shall continue so long as Lessee continues to use and maintain that portion of the Leased Premises and associated facilities without interruption for more than ninety (90) consecutive days, unless terminated or canceled prior thereto in the manner provided herein.

Notwithstanding that Lessee may have obtained Lessor's approval under this Surface Lease to use a portion of the lease for Produced Water Tank Facilities and Oil Tanks for so long as Lessee continues to use and maintain that portion of the lease, Lessee's operations shall be subordinate to Lessor's right to conduct shale oil operations or to construct facilities related to shale oil operations on the leased lands at any time in the future. If Lessor determines in its reasonable discretion that Lessee's operations will interfere with Lessor's shale oil operations or construction of related shale oil facilities, Lessee and Lessor agree to terminate this Surface Lease, and Lessee agrees to change, cease or relocate its operations and facilities allowed under this Surface Lease in order to eliminate the interference. Such change, cessation or relocation shall be completed within one hundred eighty (180) days from Lessee's receipt of written notification from Lessor of termination under the provisions of this paragraph. All reasonable costs incurred prior to January 1, 2018, in connection with the relocation of operations and facilities by Lessee, in order to eliminate such interference shall be borne by Lessor. If any such change, cessation or relocation of facilities results in permanent loss of business operations, Lessor will compensate Lessee for same at the then fair market value of the lost business operations from the date of cessation of actual operations up to January 1, 2018. Effective January 1, 2018 and thereafter, Lessee agrees to change, cease or relocate its operations at its sole risk and cost, in order to eliminate any interference and Lessor shall have no obligation to compensate Lessee for costs of relocating or for lost business resulting from such elimination of interference.

3. **Payments.**

- a. Prior to or concurrently with execution of this Surface Lease, Lessee has paid Lessor \$4,000 in consideration for this Surface Lease.
- b. On or before the first anniversary of the effective date of this Surface Lease, Lessee will make a rental payment to Lessor in the amount of \$2,000 to extend this Surface Lease for one year. Thereafter, on each anniversary of the effective date of this Surface Lease during the term, Lessee will make a rental payment to Lessor for the following year, the amount of each rental payment equal to the prior year's rental escalated by five percent (5%).
- c. At such time as Lessee has stopped using the Frac Pad area of this Surface Lease, has reclaimed said area to Lessor's satisfaction and has given Lessor a quit claim deed covering said area, then the annual rentals required in provision 3.b. shall be cut in half. There will be no refund of rental based on a partial year's use by Lessee.
- d. All payments to Lessor hereunder shall be made by Lessee's check, mailed postage prepaid, to Lessor, or to the Lessor's credit at Chevron Shale Oil Company P.O. Box 840659, Dallas, TX 75284-0659, which shall continue as the depository for payments hereunder regardless of changes in ownership until such time as Lessee is notified, in writing, of a change of corporate name, identity and/or address of Lessor.
- e. All payments required hereunder shall reference this Surface Lease Agreement's QLS number as found at the top of page one of this agreement. No payment shall be deemed made if it fails to reference the QLS number.

4. **Late Payments.**

Past due payments under this Surface Lease will bear interest at the rate of 18% per year or the maximum rate permitted by law, whichever is lesser.

5. **Maintenance and Restoration of the Leased Premises.**

Lessee will maintain the Leased Premises during the term of this Surface Lease in good repair, clear of refuse and litter. Upon termination of this Surface Lease, Lessee will return the Leased Premises to Lessor in their original or better condition, normal wear and tear excepted. The use, maintenance and restoration of the Leased Premises shall include the removal top-soil from the Leased Premises separately from other material removed by Lessee in connection with its activities on the Leased Premises, and the replacement of such topsoil during restoration work. Lessee further agrees to insure that the Leased Premises shall be left free of any large stones, holes, or piles of dirt which would interfere with farming, ranching and/or other operations thereon. All stones, brush and debris uncovered on, removed from or deposited on Lessor's lands as the result of activities permitted hereunder shall be disposed of at Lessor's direction. Restoration shall include reseeding with seed mixes approved by Lessor. Lessee shall continue to reseed and cultivate until successfully reestablishing self sustaining vegetation. Reseeded areas shall be properly mulched except in pastures and hay fields. Lessee shall spray all areas affected by construction or restoration to control noxious weeds for a period of no less than three growing seasons.

6. **Environmental Protection**

Lessee agrees to adhere to the SPCC spill prevention plan attached hereto as Exhibit "C" and will follow the plan with regular inspections. The tank drain line connectors will be located inside the containment area to further protect against spills.

7. **Termination of Agreement.**

- a. If, at any time after the effective date hereof, Lessee fails to use the Leased Premises or any part thereof for the purposes provided hereunder for more than ninety (90) consecutive days, Lessor may terminate this Surface Lease as to

those parts of the Leased Premises no longer being used by written notice to Lessee, subject to the provisions herein concerning site reclamation and facility removal and subject to liabilities accrued prior to termination. At such time as Lessee has reached the ninety (90) day threshold, Lessee must deliver notice of the nonuse to Lessor within one (1) month of said threshold date. If Lessee fails to deliver said notice of nonuse to Lessor within the specified one (1) month time period, and notwithstanding any other provision of this Surface Lease, then the portion of the Leased Premises which has not been used for the ninety (90) consecutive days will automatically terminate and Lessor shall have the continuing option to terminate the entire Surface Lease.

- b. Upon termination of the rights herein given, Lessee shall execute and deliver to Lessor, within thirty (30) days after written demand therefore, a good and sufficient quit claim deed to all interest of Lessee in the Leased Premises so terminated. Should Lessee fail or refuse to deliver to Lessor such quit claim deed, a written notice by Lessor reciting the failure or refusal of Lessee to execute and deliver said quit claim deed, as herein provided, shall after ten (10) days from the date of recordation of said notice, be conclusive evidence against Lessee and all persons claiming under Lessee of the termination of this Surface Lease or a portion thereof and all interest of Lessee hereunder as to that portion, subject to Lessee's obligation to remove its property within six (6) months of such termination. Termination shall not operate to extinguish any obligations of lessee which have accrued at the time of termination, or which accrue hereunder upon termination.

8. **Breach.**

If Lessee defaults in the performance of any of its obligations under this Surface Lease, Lessor may enforce the performance of this Surface Lease in any manner provided by law. This Surface Lease may be terminated at Lessor's discretion if such default continues for a period of thirty (30) days after Lessor notifies Lessee of such default and Lessor's intention to terminate this Surface Lease, and Lessee has not cured the default within such thirty (30) day period or has not undertaken actions reasonably calculated to cure the default within such period and thereafter pursued such actions with reasonable diligence. Thereafter, Lessor will have the right, without further notice or demand, to enter the Leased Premises, remove all of Lessee's personal property that may be located thereon, and restore the Leased Premises to their original condition, without waiving any other remedies to which Lessor may be entitled. If, within ninety (90) days after the date of Surface Lease termination, Lessee does not fully reimburse the costs Lessor incurs in removing and storing Lessee's personal property and restoring the Leased Premises to their original condition, then in addition to Lessor's other rights under this Surface Lease, Lessor may dispose of the stored property, retain any proceeds from the sale of such property, and maintain an action against Lessee for any deficiency.

9. **Removal of Equipment.**

It is agreed that all buildings, machinery and other material, equipment and property placed on the Leased Premises by Lessee shall not become part of the real property but shall remain the personal property of Lessee, and that Lessee shall have the privilege of removing, so long as it does so within ninety days of termination, all personal property and improvements placed by it on the Leased Premises. If Lessee fails to remove its personal property from the Leased Premises within ninety (90) days following termination of this Surface Lease, Lessor shall have the right to either: a) assume ownership thereof without the necessity of a formal conveyance or bill of sale from Lessee, and/or to dispose of such personal property and retain any proceeds from the sale thereof, or b) to remove or have the equipment and property removed with all costs of accomplishing the same, including any and all costs associated with compliance with restoration as described in paragraph 5 above, being fully recoverable from Lessee.

10. **Covenant that Operation of Leased Premises Not Interfere with Serviant Tenement.**

- a. Lessor reserves the right for itself or its assignees to explore for, mine, and remove oil shale, oil and gas, ores and other minerals in, on or under the Leased Premises.
- b. Lessor reserves the right to fence the whole or any part of the boundaries of the Leased Premises, and the right to build fences crossing such Leased Premises.
- c. Except as otherwise provided herein, Lessee shall maintain current as-built drawings for the Leased Premises and all of its surface and subsurface facilities located within the Leased Premises and shall provide Lessor with copies of such drawings.
- d. Lessee shall take all necessary precautions, in conducting its activities under this Surface Lease, to prevent brush and grass fires.

11. **Indemnification.**

LESSEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD LESSOR AND ALL OF LESSOR'S AFFILIATED AND PARENT AND SUBSIDIARY COMPANIES, JOINT VENTURERS AND PARTNERS, AND ALL OF THE AFORESAID ENTITIES' OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INVITEES AND INSURERS ("INDEMNITEES") HARMLESS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, INJURY, COSTS (INCLUDING ATTORNEY FEES), EXPENSES, FINES, CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF, OR IN ANY WAY CONNECTED WITH LESSEE'S ACTIVITIES OR OPERATIONS UNDER THIS SURFACE LEASE AGREEMENT, FOR INJURY TO OR ILLNESS OR DEATH OF ANY PERSON (INCLUDING BUT NOT LIMITED TO AN INDEMNITEE OR AN EMPLOYEE OR AGENT OF LESSEE OR LESSEE'S CONTRACTORS OR SUBCONTRACTORS OR ANY THIRD PARTY) OR FOR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF INDEMNITEES, LESSEE, LESSEE'S CONTRACTORS OR SUBCONTRACTORS OR ANY THIRD PARTY) OR FOR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS, AND ORDERS INCLUDING BUT NOT LIMITED TO CERCLA AND RCRA. SUCH INDEMNITY SHALL APPLY EVEN IN THE EVENT OF AN INDEMNITEE'S OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE, COMPARATIVE, CONTRIBUTORY, CONCURRENT, ACTIVE, OR PASSIVE, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE OR MORE OF THE INDEMNITEES. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT THAT IT IS VOID OR OTHERWISE UNENFORCEABLE UNDER APPLICABLE LAW.

12. **Lessee Insurance Requirement**

Without in any way limiting Lessee's liability under this Surface Lease, lessee shall maintain, during the term of this agreement, the following insurance with companies and on terms satisfactory to the Lessor:

- a. Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law. The limit of liability for Employers' Liability Insurance shall not be less than \$1,000,000 per occurrence.
- b. Comprehensive or Commercial General Liability Insurance (Bodily Injury and Property Damage), including the following supplementary coverages: Contractual Liability to cover liability assumed by Lessee under this Surface Lease; Product and Completed Operations Liability Insurance; Broad Form Property Damage Liability Insurance; and coverage for Explosion, collapse and Underground Hazards. The limit of liability for such insurance shall not be less than \$1,000,000 per occurrence.

- c. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Surface Lease. The limits of liability of such insurances shall not be less than \$1,000,000 per person / \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

The insurance requirements specified herein shall contain a waiver of subrogation in favor of Indemnities against Lessor, and shall name Lessor as an additional insured with respect to the activities performed pursuant to this Surface Lease Agreement. In addition, said insurance shall include a requirement that the insurer provide Lessor with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

PRIOR TO HAVING ANY RIGHT TO ACCESS THE LANDS SUBJECT HERETO OR EXERCISING ANY OF THE RIGHTS GRANTED IN THIS SURFACE LEASE AGREEMENT, LESSEE MUST FURNISH LESSOR WITH COPIES OF THE INSURANCE POLICIES OR CERTIFICATES OF SAID INSURANCE PROVIDING THE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN.

All insurance policies or certificates of insurance provided to Lessor shall be in a form acceptable to Lessor, shall reference this Surface Lease Agreement's QLS number as found at the top of page one of this agreement and shall be provided to Lessor prior to Lessee exercising any of the rights granted herein.

13. **Warranty.**

This Surface Lease is made without warranty of title, express or implied, and is expressly subject to any exceptions and reservations and other matters affecting title of record, including all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Leased Premises and Lessor further reserves the right to grant other easements, rights-of-way, licenses, leases to third parties to cross over or under these Leased Premises. Lessee is responsible for obtaining any necessary third party consents prior to conducting activities on the Leased Premises pursuant to this Lessor. Lessee may, at its option, discharge any tax, mortgage or other lien on the Leased Premises, in whole or in part, and thereby be subrogated to each such lien or liens, with the right to enforce the same and to apply all rentals toward the satisfaction thereof. If Lessor owns less than the entire interest in the Leased Premises, the rentals to be paid hereunder, shall be proportionally reduced.

14. **Assignment.**

Lessee shall have neither the right nor the power to assign this Surface Lease, in whole or in part, to any other party without the prior written consent of Lessor. Lessor may withhold its consent to any such proposed or attempted assignment for any reason or for no reason in its sole direction. Any attempted assignment made in contravention of this provision will be, in Lessor's sole discretion (and in addition to any other remedy available to Lessor at law or in equity), voidable and of no force. The granting of Lessor's consent to any assignment will be effective only as to the specific assignment then the express subject of such consent, and any subsequent assignment which may be proposed or attempted will be ineffective without Lessor's prior written consent.

15. **Liens.**

Lessee will pay all claims for labor and materials that may be furnished on its behalf, and will defend, indemnify and hold Lessor harmless against all liens, encumbrances and claims that may be filed against the Leased Premises and all liabilities, penalties, fines, payments, judgments, damages, losses, costs and expenses (including without limitation attorneys' fees and court costs) incurred and/or paid in connection with same.

16. **Taxes.**

Within thirty (30) days after demand from Lessor together with supporting documentation, Lessee will pay all taxes that may be assessed directly or indirectly against the Leased Premises because of improvements constructed or placed on the Leased Premises by Lessee and to reimburse Lessor for any increase in taxes paid by Lessor resulting from the value of such facilities, whether or not separately assessed. Lessor will otherwise pay all taxes assessed against the Leased Premises based upon the valuation of the Leased Premises as of the date of assessment. The provisions of this paragraph will survive termination of this Surface Lease.

16. **Notices.**

Any notices required or permitted under this Surface Lease Agreement shall be given in writing. The notice shall be served either personally or by registered or certified mail with return receipt requested. Service shall be effective when received. All notices hereunder shall be directed to the addresses set forth below or such substitute address or addresses as provided to the parties at least thirty (30) days in advance of any notice. Present addresses to which notices shall be sent in accordance with the provisions of this section are:

Lessor: Chevron Shale Oil Company
Attn: Manager, Shale Oil Development
11111 S. Wilcrest Dr.
Houston, TX 77099

Lessee: Williams Production RMT Company
Attn: Land Manager
1515 Arapahoe St. Tower 3, Suite 1000
Denver, CO, 80202

17. **Successors and Assigns.**

The terms, conditions and provisions of this Surface Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

18. **No Waiver.**

Lessor's failure to enforce a remedy for any particular violation of the terms of this Surface Lease will not constitute a waiver of such terms nor will same prevent the exercise by Lessor of any remedy or remedies for any other violation or for the same violation occurring at any other time or times.

19. **Compliance with Law.**

In its use of the Leased Premises, Lessee will comply with all applicable federal, state and local laws and with all rules, regulations and orders of all regulatory authorities having jurisdiction.

20. **Applicable Law.**

This Surface Lease and the exhibits hereto shall be governed as to validity, enforcement, construction, effect, and in all other respects, by the law of the State of Texas, and its courts shall have jurisdiction to enforce this agreement.

21. **Attorney Fees.**

In the event of a default by either Party in the performance of its duties, the court with the proper jurisdiction to resolve the dispute shall award reasonable attorney fees and costs to the successful Party, or in such manner as the court sees fit.

22. **Conflict of Interest.**

No director, employee, or agent of either party will give to or receive from any director, employee, or agent of the other party any commission, fee, rebate, gift, or entertainment of significant cost or value in connection with this Surface Lease. During the term of this Surface Lease and for two (2) years, thereafter, any mutually agreeable representatives authorized by either party may audit the applicable records of the other party solely for the purpose of determining whether

there has been compliance with this paragraph. The provisions of this paragraph will survive termination of this Surface Lease.

23. Time of the Essence.

Time will be of the essence in carrying out Lessee's obligations under this Surface Lease.

24. Entire Agreement.

This Surface Lease represents the full understanding between the parties concerning the matters set forth in this Surface Lease, and all prior agreements, understandings and representations, whether oral or written, pertaining to such matters are terminated and superseded.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Surface Lease as of the day and year first written.

Lessor:

Chevron Shale Oil Company,
a division of Chevron U.S.A. Inc.

Lessee:

Williams Production RMT Company

By: C. D. Frisbie

Name: C. D. Frisbie

Title: Attorney-in-Fact

Date: 6-14-07

By: Joseph P. Barrett

Name: Joseph P. Barrett
Attorney-in-Fact

Title: _____

Date: 6/1/07

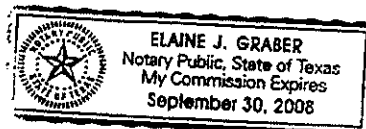
ala

STATE OF TEXAS)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 14th day of June, 2007 by C. D. Frisbie as Attorney-in-Fact for Chevron Shale Oil Company, a division of Chevron U.S.A. Inc.

My Commission Expires: 9-30-2008
Elaine J. Graber Notary Public

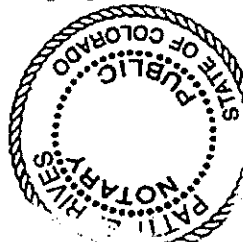


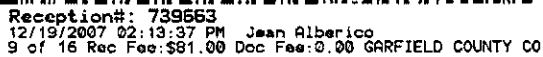
STATE OF COLORADO)

COUNTY OF DENVER)

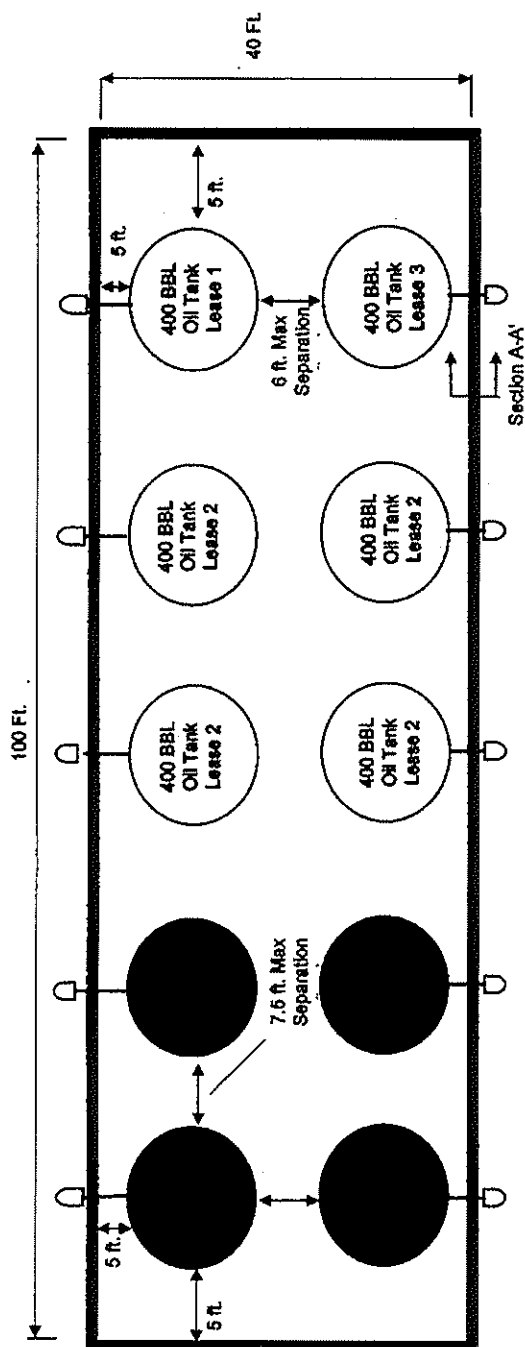
The foregoing instrument was acknowledged before me this 1st day of June, 2007 by Joseph P. Barrett as Attorney-in-Fact of Williams Production RMT Company.

My Commission Expires: 5/21/2011
Patti E. Rives Notary Public
Patti E. Rives





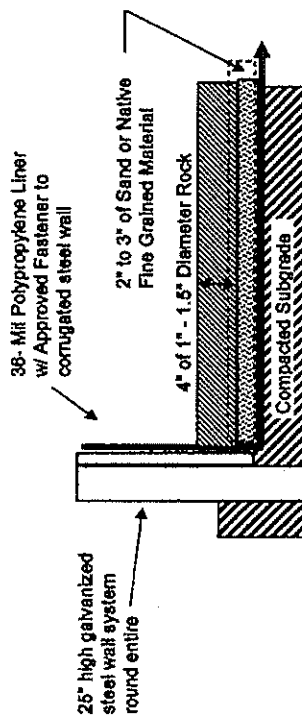
**Williams Production RMT
Chevron GR 12-29/MV 54-20 Tank Storage Facility
Tank and Secondary Confinement Schematic****



Ownership and Billing

Lease 1 (Black) 1-Tank	Lease 2 (Plum) 4-Tanks	Lease 3 (Green) 1-Tank
<div> <div>MV 54</div> <div> <div>GM 424-20</div> <div>GM 14-20</div> <div>GM 314-20</div> <div>GM 414-20</div> <div>GM 324-20</div> <div>GM 54-20</div> </div> </div>	<div> <div>GR 12</div> <div> <div>GM 311-29</div> <div>GM 411-29</div> <div>GM 11-29</div> <div>GM 511-29</div> <div>GM 12-29</div> <div>GM 312-29</div> <div>GM 422-29</div> <div>GM 322-29</div> <div>GM 522-29</div> </div> <div> <div>MV 55</div> <div> <div>GR 12</div> <div> <div>GR 12-29</div> <div>MV 55-29</div> <div>GM 22-29</div> <div>GM 421-29</div> <div>GM 321-29</div> </div> </div> </div> </div>	<div> <div>GR 12</div> <div> <div>GM 13-29</div> <div>GM 313-29</div> <div>GM 413-29</div> <div>GM 523-29</div> </div> </div>

Section A-A'



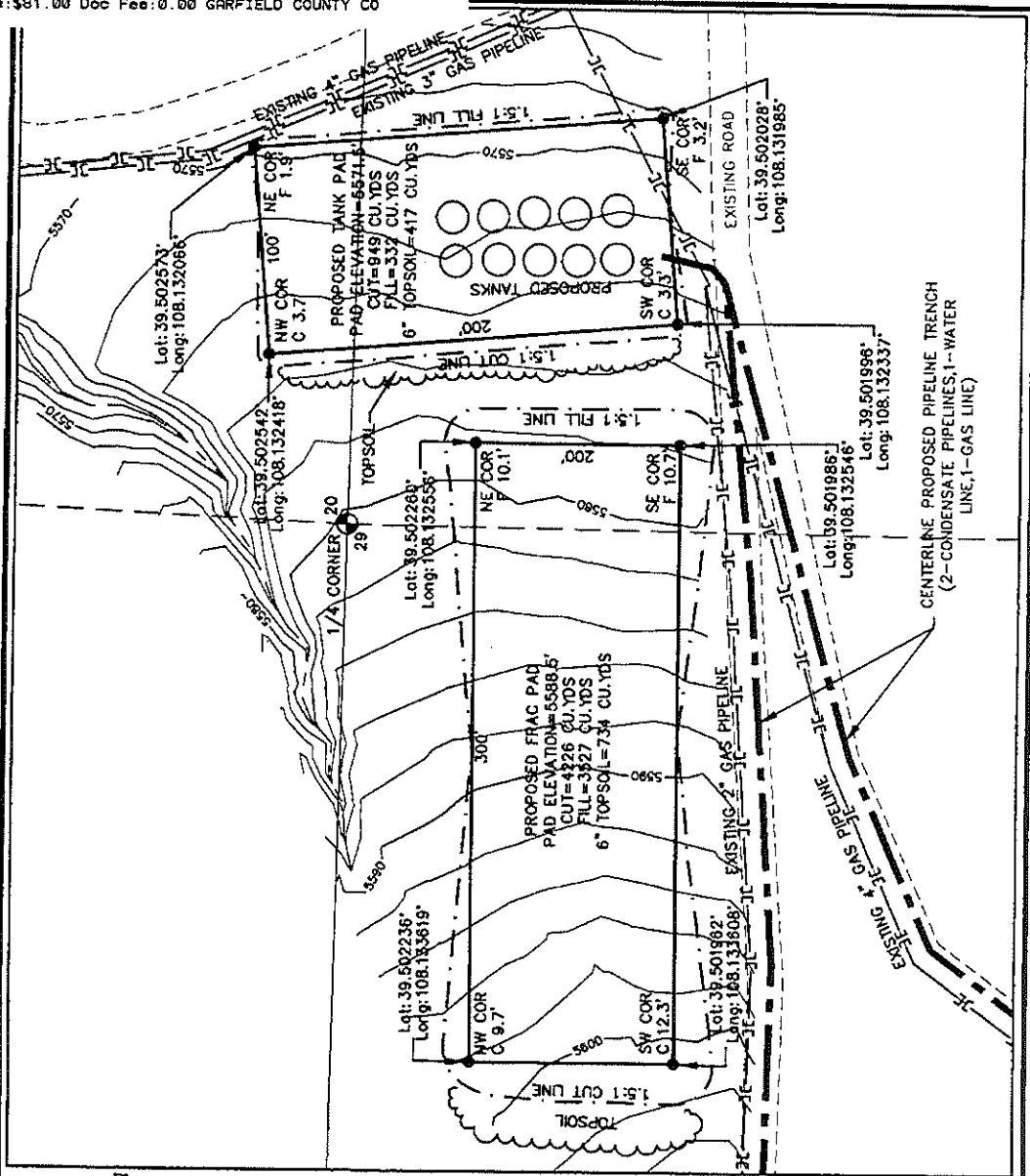
Secondary Containment Scenario	Containment Dimensions		Depth ft.	Net Secondary Containment Secondary Containment		Read. Secondary Containment 400 BBL			
	Width ft.	Length ft.		Volume w/o Tanks ft. ³	9 - Tank Volume ft. ³	Total Net Volume Available ft. ³	Precip.* Volume ft. ³	Total Required Volume ft. ³	
1	37	82	2	6068	2035.69	4032.31	2246	1468	371
2	40	100	2	8000	2035.69	5964.31	2246	1933	417

Inputs: Tank Diameter 12 ft.

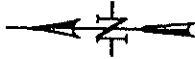
Precipitation: 6"
 *** SPCC regulations require secondary containment equal to the volume of the largest tank plus precipitation storage.
 Use this alternative Tank Storage Facility

Rev. 1/15/2007 DJF

Exhibit "B1"



WILLIAMS PRODUCTION RMT
PROPOSED FRAC AND TANK PADS
SITUATE IN LOT 6 (SW1/4 SE1/4) OF SECTION
20 AND IN THE NW1/4 NE1/4 &
NE1/4 NW1/4 OF SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 98 WEST OF THE
6TH PM, COUNTY OF GARFIELD, STATE OF
COLORADO



- NOTES:
- 1) DATE OF FIELD SURVEY: JANUARY 18, 2007.
 - 2) CONTOUR INTERVAL = 2'
 - 3) CONSTRUCT A CONTAINMENT BERM ALONG THE TOP OF PAD FILL SLOPES AND INSTALL SILT FENCES ALONG THE TOE OF FILL SLOPES.

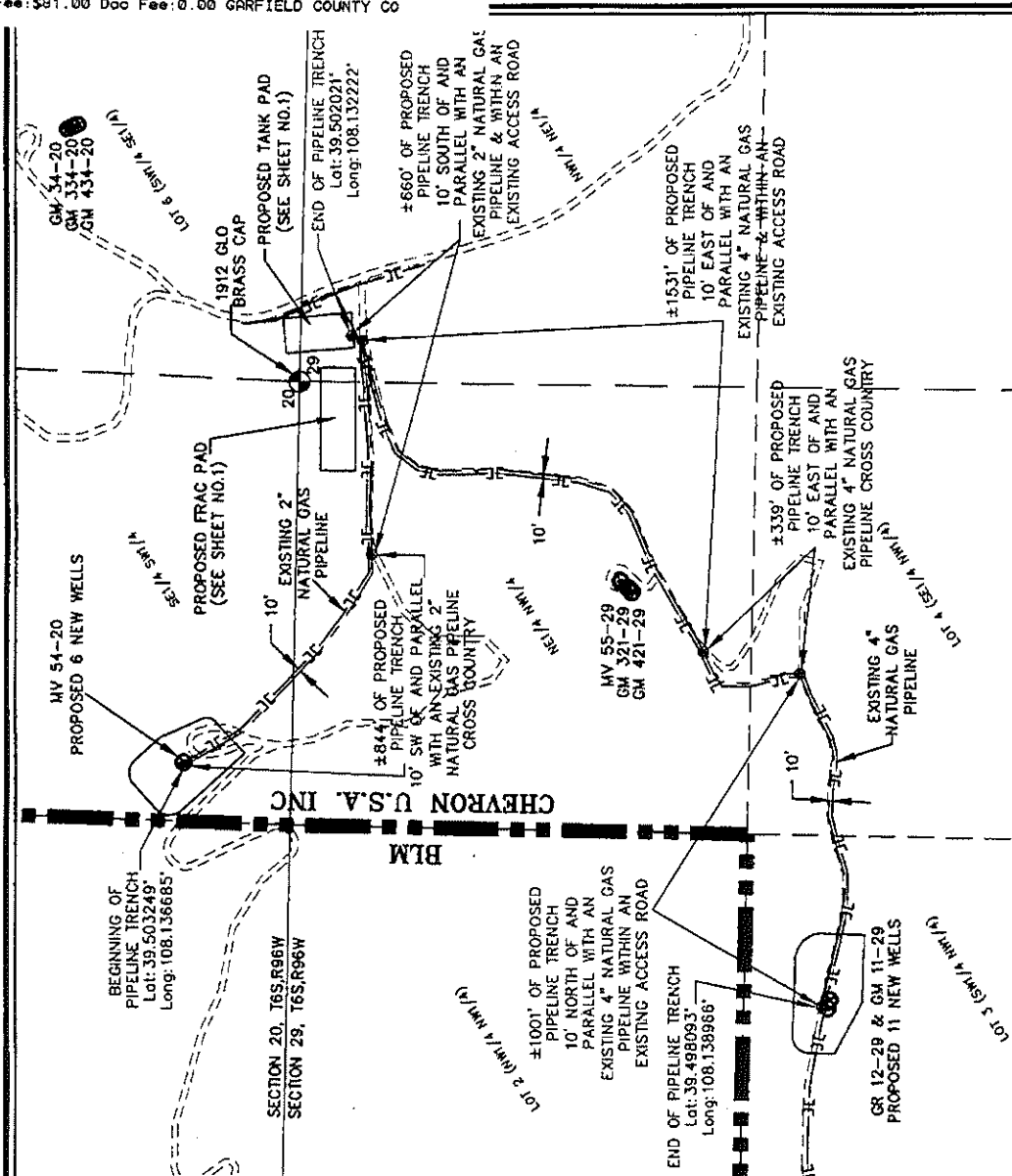
CONSTRUCTION SURVEYS, INC.
2012 BARBER BLVD.
SILT, CO 81652
970-516-8153



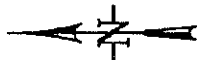
SHEET: 1 OF 2	
DWG: PBARRETT/GTANKFARM	CHECKED BY: GRB
DRAWN BY: SRP	DATE: 01/23/07
SCALE: 1" = 50'	

Exhibit "B1"

Exhibit "B2"



WILLIAMS PRODUCTION RMT
PROPOSED PIPELINES
SITUATE SECTION 20 AND SECTION 29,
TOWNSHIP 6 SOUTH, RANGE 96 WEST OF THE
6TH PM, COUNTY OF GARFIELD,
STATE OF COLORADO



NOTES:
1) DATE OF FIELD SURVEY: JANUARY 18, 2007.
2) PIPELINES TO BE INSTALLED IN THE PIPELINE TRENCH AS
SHOWN HEREON ARE 1-6" STEEL GAS SALES PIPELINE, 1-4"
FELSPICE PRODUCED WATER PIPELINE & 2-4.5" STEEL
FRAC/CONDENSATE PIPELINES.

CONSTRUCTION SURVEYS, INC.
20012 BLANCK BLVD
SALT, CO 81652
970-816-8183



SHEET 2 OF 2	DWG: P818R2T1/DATUM/FARM	CHECKED BY: GRB
DRAWN BY: SRP		DATE: 01/23/07
SCALE: 1" = 300'		

Exhibit "C"

Spill Prevention Control and Countermeasures (SPCC)

Program Description



**Williams Production RMT
Parachute District**

1058 County Road 215
P.O. Box 370
Parachute, Colorado 81635
(970) 285-9377

William's Production RMT Company operates an extensive natural gas exploration and production operation in the Parachute District of western Colorado. Working in ecologically sensitive areas, the Company is committed to compliance with regulatory statutes and the protection of the environment and water quality. As part of the Clean Water Act, Title 40 of the Code of Federal Regulations, Part 112, entitled "Oil Pollution Prevention and Response; Non-Transportation-Related Onshore and Offshore Facilities" Williams has developed a comprehensive Spill Prevention, Control, and Countermeasures (SPCC) program for its oil related storage facilities. The Company has committed staff and resources and is continually upgrading its SPCC program for oil discharge prevention and immediate response remedies. Major features of the program are briefly outlined in this document.

Organization

The SPCC program is under the direct local supervision of William's staff environmental specialists. The Parachute Office District Manager is also the management representative responsible for authorizing resources, maintaining staff and acknowledging the SPCC plan documents. Registered Professional Engineers and environmental compliance inspectors are contracted by Williams to perform a number of services including certification and compliance inspections.

The Company has over 600 oil storage sites in western Colorado with the majority of sites associated with production well pads. Management of the program is aided with both individual and facility SPCC plans. Individual plans have been established for specific site interest including compressor stations, gasification plants, and evaporation facilities. Wellhead oil storage sites have been divided geographically into a number of facility or field plans encompassing a number of well pads into each plan. Drilling and work-over rig facilities contracted by the Company are required to comply with all regulatory statutes and have SPCC plans in place prior to the start of operations.

Certification

Williams retains the services of Registered Professional Engineers to draft and certify each SPCC plan. This ensures familiarity and compliance with the SPCC regulations, requires site visits by the engineer or his agent, plan preparation in accordance with good engineering practices including applicable industry standards, appropriate inspection and testing procedures and that plans are adequate for each site. The engineers are also responsible for reviewing technical amendments and certifying the revised plan.

Inspections

Williams employs several compliance inspection firms along with staff and other resources to maintain regularly scheduled inspections of all sites. Visual inspections occur several times weekly from site visits by oil handling staff. Comprehensive inspections of all sites, tanks and components are conducted annually. Deficiencies noted from these examination and annual inspections are recorded on an inspection form and corrected in a timely manner.

Training

All environmental specialist, oil handling, inspection personnel and response members will receive, at a minimum, annual training applicable to operation and maintenance of equipment to prevent discharges, discharge procedures, applicable rules and regulations, general facility operations, and the contents of the SPCC plan. Regular safety meetings will also be held to review safety procedures and increase oil handling awareness. A written record of all training will be kept for a minimum of three years.

Technology

Plans will be reviewed at a minimum of every five years to determine if more effective prevention and control technology is available to significantly reduce the likelihood of a discharge. Database software updates and tracks inspection schedules and reports, storage tank commissioning and de-commissioning, locations, inspection deficiencies and corrective actions.

Document Library

A centralized library shall be maintained at the Parachute offices of Williams Production RMT for the SPCC program. Copies of all plans, certifications, technical amendments, correspondences, records of training and inspections, corrective actions, discharges, disposal of contaminated materials, replacement or repair of equipment shall be maintained for a minimum of three years.

Database/GIS

The flow of information, its management and dissemination to staff, inspectors and consultants is an important part of the SPCC program. Williams has developed comprehensive database software for a multitude of SPCC management issues. A special highlight includes automatic database uploads of oil storage tank additions or changes made in the field. The system also computes secondary confinement volumes and is used to schedule inspections. The database is maintained and updated regularly. GIS technology is also being utilized to ensure compliance and data accuracy.

Telemetry

Each condensate and produced water storage tank is equipped with remote telemetry to prevent overflow of oil. Sensors are programmed to automatically notify William's staff of near-full tank

volume conditions. This information is utilized to schedule tank fluid removal.

Oil Storage Reduction

Williams has embarked on a program to reduce or eliminate the number of oil storage tanks in its inventory. One such methodology being employed is to construct water pipelines which will eliminate storage tanks at well pad by directly transporting produced water associated with natural gas production. Instead of storing fluid in on-site tanks with subsequent trucking of the water, it will be conveyed via pipeline to a disposal facility. The elimination of truck traffic has the secondary benefits of reduced air emissions, dust, noise and wildlife impacts.