

**2nd AMENDMENT OF
SURFACE USE AGREEMENT**

STATE: COLORADO

COUNTY: GARFIELD

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under the date of October 28, 2003, **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 in Book 1559, Page 715 of the official records of Garfield County; and,

WHEREAS, under the date January 27, 2004, Surface Owner and Operator did execute an Amendment of the Surface Use Agreement (the "Amendment"); recorded in Book 1559, Page 721 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 34 of Township 6 South, Range 96 West, 6th P.M., and further described in the Agreement; and,

WHEREAS, Surface Owner agrees that Operator may use the three (3) existing surface locations for the drilling, completion, and operation of wells as described on the attached Exhibit "C".

WHEREAS, the original Agreement has an expiration date of November 1, 2005, it is the desire of the Parties to execute a 2nd Amendment to the Surface Use Agreement ("2nd Amendment") thereby extending the expiration date of the Agreement until December 31, 2012, for existing well pad GM 331-34.

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 prior Exhibits "C" to the Agreement and to the Amendment are deleted and replaced with the Exhibit "C" attached to this 2nd Amendment. Operator may use the existing well pads for the drilling, completion, and operation on wells as described on the attached Exhibit "C" (the "Wells").

2) Paragraph 1 of the Agreement shall be deleted and replaced with the following:

1. Operator may begin operations to drill Wells from existing well pad GM 331-34 at any time prior to December 31, 2012, or any time thereafter as mutually agreed to by Surface Owner and Operator.

3) 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.

- 4) This 2nd Amendment 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 2nd Amendment this 14th day of July, 2010.

SURFACE OWNER
ExxonMobil Oil Corporation

OPERATOR
Williams Production RMT Company

By: [Signature]
Name: A. J. Tavano
Title: Agent and Attorney-in-Fact *Rmd v/A*

By: [Signature]
Name: Sandra J. Hotard
Title: Attorney-In-Fact

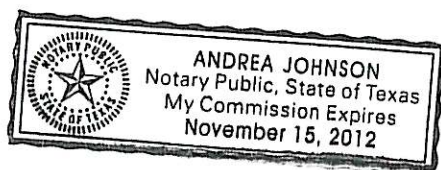
ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that 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 9 day of July, 2010.

My Commission Expires: Nov 15, 2012 Andrea Johnson
(SEAL) Notary Public



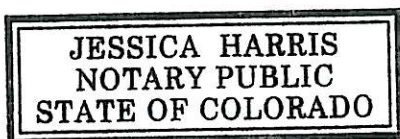
STATE OF COLORADO)
)
COUNTY OF GARFIELD)

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 14th day of July, 2010.

My Commission Expires: 5/8/2012
(SEAL)

Jessica Harris
Notary Public



My Commission Expires 05/08/2012

EXHIBIT "C"

Attached to and made a part of the 2nd Amendment of Surface Use Agreement
dated 14 day of July, 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
GM 431-34	T6S -- R96W	34	NWNE	GM 331-34
GM 331-34	T6S -- R96W	34	NWNE	GM 331-34
*GM 531-34	T6S -- R96W	34	NWNE	GM 331-34
*GM 541-34	T6S -- R96W	34	NWNE	GM 331-34
*GM 41-34	T6S -- R96W	34	NWNE	GM 331-34
*GM 441-34	T6S -- R96W	34	NWNE	GM 331-34
*GM 341-34	T6S -- R96W	34	NWNE	GM 331-34
GM 321-34	T6S -- R96W	34	NENW	GM 321-34
GM 421-34	T6S -- R96W	34	NENW	GM 321-34
GM 521-34	T6S -- R96W	34	NENW	GM 321-34
GM 31-34	T6S -- R96W	34	NWNE	GM 31-34

* New wells added
