

MEMORANDUM OF MASTER SURFACE USE AGREEMENT

This Memorandum of Master Surface Use Agreement ("MSUA") dated August 20, 2007 is executed by Joan L. Savage ("Surface Owner"), 5953 County Road 320, Rifle, Colorado, and Williams Production RMT Company ("Operator"), 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, CO 80202. Operator and Surface Owner may be referred to jointly as the "Parties."

By Master Surface Use Agreement between the Parties dated Aug. 20, 2007, the Parties set forth the agreement of the Parties with regard to Operator's use of the surface of the following described lands, insofar as such lands are owned by Joan L. Savage:

Township 6 South, Range 94 West, 6th P.M.
Section 23
Sections 25, 26, 27, 28, 29
Sections 32, 33, 34, 35

Township 7 South, Range 94 West, 6th P.M.
Sections 7, 8, 9

Township 7 South, Range 95 West, 6th P.M.
Sections 4, 9

and referred to as the property (the "Property"), including, but not limited to, the location of wellpads, construction and operation of roads and pipelines ("Surface Uses") on the Property. The MSUA provided for, and Surface Owner hereby grants to Operator, easements and rights-of-way for the Surface Uses, subject to the terms, conditions, limitations and other provisions of the MSUA.

Executed copies of the MSUA are in the possession of Surface Owner and Operator.

Executed on the dates of the acknowledgments of the Parties, to be effective as of 8/20/07, 2007.

SURFACE OWNER:

Joan L. Savage
Joan L. Savage

OPERATOR:

WILLIAMS PRODUCTION RMT COMPANY

By:

Joseph P. Barrett
Joseph P. Barrett, Attorney-in-Fact

Exhibit "B"

Attached to and made a part of that certain
Master Surface Use Agreement dated August 20, 2007,
between Joan L. Savage, Surface Owner, and
Williams Production RMT Company, Operator

Phase	Existing Wellpad	Proposed Wellpad	Spacing Unit
Phase 1A	GV 80-4	PA 34-4	Section 4: All T7S, R95W
Phase 1A	Battlement 1		Section 9: All T7S, R95W
Phase 1B	RMV 35-28, RMV 19-28 and RMV 102-28		Section 28: W/2 T6S, R94W
Phase 1B	RMV 129-29 RMV 180-29		Section 29: S/2 T6S, R94W
Phase 1B	RMV 118-33		Section 33: W/2 T6S, R94W
Phase 1B		To Be Determined	Section 32: N/2 & S/2 T6S, R94W
Phase 1C		RWF 13-23	Section 23: W/2 T6S, R94W (Will be a future W/2 unit. Section 23 is spaced as 320s.)
Phase 1C	RMV 76-27		Section 27: E/2 T6S, R94W
Phase 1C	RMV 79-34 and Superior SHCT 1		Section 34: All T6S, R94W
Phase 2		RWF 22-26	Section 26: All T6S, R94W
Phase 2	GV 20-25	RWF 43-25	Section 25: All T6S, R94W
Phase 2	Savage 1-26, Juhan 1 and Juhan 14-26H		Section 26: All T6S, R94W
Phase 2	RMV 22-35, Juhan Federal 1, Rulison 35-94, Savage 11-35-6-94W and RMV 48-35		Section 35: All T6S, R94W
Phase 2	RMV 83-34		Section 34: All T6S, R94W
Phase 3		SR 42-7	Section 7: All T7S, R94W
Phase 3	Gross-Hahnewald	SR 14-8 and SR 44-8	Section 8 T7S, R94W has 40 acre units
Phase 3		SR 11-9 and SR 42-9	Section 9: All T7S, R94W

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of May, 1985,
by and between Joan L. Savage, Joan L. Savage, Personal Representative of the Estate
of John W. Savage, deceased, John W. Savage, Jr., Roy E. Savage, Marshall T.
Savage, and Daniel W. Savage, c/o John W. Savage, Jr., P. O. Box 1926
Rifle, CO. 81650, hereinafter called lessor (whether one or more) and
BARRETT ENERGY COMPANY, a Colorado corporation
of 405 Urban Lakewood, CO. 80228, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten and more (\$10.00+) - - - - - DOLLARS
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to
be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee,
its successors, and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating
for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products,
all that certain tract of land, together with any reversionary rights therein, situate in the County of Garfield
State of Colorado, described as follows, to wit:

T. 7 S., R. 95 W., 6th P.M.
Section 4: SW $\frac{1}{4}$ SE $\frac{1}{4}$,
SW $\frac{1}{4}$

and containing 200 acres, more or less. It is agreed that this lease shall remain in force for a term of five years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal
part of all oil produced and saved from the leased premises, or, at lessor's option, may buy or sell such royalty and pay lessor
the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one sixth (1/6) of the proceeds received for gas sold from each well where gas only is found, or the market value at
the well of such gas used off the premises.

Third. To pay lessor one sixth (1/6) of the market value at the well for gas produced from any oil well and used off the premises, or for
the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 10th day of May, 1985, this lease shall terminate
as to both parties, unless the lessee on or before that date shall pay or tender to the lessor

One and no/100ths (\$1.00) per net mineral acre - - - - - DOLLARS

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner
and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.
And it is understood and agreed that the consideration recited herein, the down payment, covers not only the privileges granted to the date when
said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rental
may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender
thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of
rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the
land or drilling operations are not being conducted thereon, then, and in that event if a well is not commenced before the next ensuing rental-paying
date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties,
unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry
hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is
agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the
effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production
ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are
necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production
shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within
ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production
results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on
other lands with which said lands are pooled, which is capable of producing in paying quantities, but which is shut-in either before or
after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners the shut-in
royalty as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before
the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior
to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas
well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying
quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though
the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate,
distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall
mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anni-
versary date of this lease if no rental-paying date is specified herein. See Addendum, paragraph 1

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals
herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be
increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells, ditches
and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right
to draw and remove casing. See Addendum, paragraph 2

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow
depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease
or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or ad-
visable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not
exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for
obtaining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas,
whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include
additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing
in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and de-
velopment and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall
be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased
premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in
proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in
the land placed in such unit. See Addendum, paragraph 4

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall
extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties
shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby
agreed in the event this lease shall be assigned in whole or in part of the above described lands and the assignee or assignees of such part or parts shall
il or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this