

REINSTATEMENT AND 2nd AMENDMENT OF SURFACE USE AGREEMENT

STATE: COLORADO
COUNTY: GARFIELD

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under the date of October 25, 2005, 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"); and,

WHEREAS, under the date of May 19, 2006, Surface Owner and Operator did execute an Amendment of Surface Use Agreement (the "Amendment"); and,

WHEREAS, Williams Production RMT Company became Williams Production RMT Company LLC as set forth in the document recorded at Reception #793098 of the official records of Garfield County, State of Colorado; and,

WHEREAS, Williams Production RMT Company LLC is now known as WPX Energy Rocky Mountain, LLC as set forth in a document to be recorded in the official records of Garfield County, State of Colorado within one (1) year of the date of this instrument; and,

WHEREAS, the Agreement provided for the use of the surface estate to drill, equip, and operate certain wells to be located in Section 20 of Township 6 South, Range 95 West, 6th P.M., and further described in the Agreement; and,

WHEREAS, it is the desire of the Operator to use the existing surface location, Well Pad AP 21-20-695, for the drilling, completion, and operation of wells as described on the attached amended Exhibit "A"; and,

WHEREAS, it is the desire of the Parties to amend the Exhibit "B" of the Amendment to include Section 17 of Township 6 South, Range 95 West, 6th P.M.; and,

WHEREAS, the Agreement, as amended, had an expiration date of December 1, 2006, it is the desire of the Parties to execute this Reinstatement and 2nd Amendment of Surface Use Agreement (the "2nd Amendment") reinstating, ratifying and reaffirming the Agreement and extending the expiration date of the Agreement until December 31, 2013.

NOW, THEREFORE, in consideration of the premises stated herein and other 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. The Agreement and the Amendment shall be amended such that the "Lands" also include land located in Sections 17 and 20 of Township 6 South, Range 95 West, 6th P.M. as follows:
Township 6 South, Range 95 West, 6th P.M.
Section 17: SE/4SW/4
Section 20: Portions of the NW/4 and NW/4NW/4NE/4 lying in and being a part of La Paz Placer Mining Claims Nos. 10, 11, and 12
3. Surface Owner agrees that Operator may use the one (1) existing surface location, Well Pad AP 21-20-695, for the drilling, completion and operation of wells as described on the attached Exhibit "A" (the "Wells").
4. Paragraph 1 of the Agreement shall be deleted and replaced with the following:

Operator may begin operations to drill the Wells from existing Well Pad AP 21:20-695 any time prior to December 31st, 2013, or any time thereafter as mutually agreed to by Surface Owner and Operator.

5. 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.
6. This 2nd Amendment shall be binding on any and all successors and assigns of the Parties.
7. The recitals and all exhibits attached hereto are incorporated herein for all purposes.

Initials  Initials 

The Parties hereto have executed this Reinstatement and 2nd Amendment of Surface Use Agreement this 25th day of JANUARY, 2012.

SURFACE OWNER:

ExxonMobil Oil Corporation

By: [Signature]
Name: D. R. LORENZO
Title: Agent and Attorney-in-Fact

OPERATOR:

WPX Energy Rocky Mountain, LLC

By: [Signature]
Name: Bryan S. Hotard
Title: Attorney-In-Fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF HARRIS)

On this 25 day of JANUARY, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. R. LORENZO known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in the capacity of Agent and Attorney-in-Fact of ExxonMobil Oil Corporation, a New York corporation.

My Commission Expires: 11/15/12

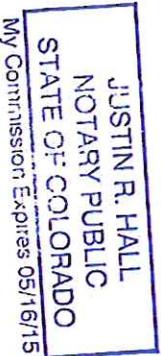


[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF GARFIELD)

On this 19th day of January, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bryan S. Hotard known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same in the capacity of Attorney-In-Fact of WPX Energy Rocky Mountain, LLC, a Delaware limited liability company.

My Commission Expires: 5/16/2015



[Signature]
Notary Public

Initials [Signature] Initials [Signature]

Exhibit "A"

Attached to and made part of that certain REINSTATEMENT AND 2nd AMENDMENT OF SURFACE USE AGREEMENT dated this 25th day of January, 2012, by and between ExxonMobil Oil Corporation, Surface Owner, and WPX Energy Rocky Mountain, LLC, Operator

Name of Well to be Drilled	Township Range	Section of Surface Location	Quarter-Quarter of Surface Location	Existing Pad	New or Existing
AP 1-20-695	T6S-R95W	20	NENW	AP 21-20-695	Existing
AP 21-20-695	T6S-R95W	20	NENW	AP 21-20-695	Existing
AP 22-20-695	T6S-R95W	20	NENW	AP 21-20-695	Existing
AP 24-17-695	T6S-R95W	20	NENW	AP 21-20-695	Existing
AP 321-20-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 322-20-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 323-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 324-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 333-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 334-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 34-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 412-20-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 421-20-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 422-20-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 423-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 424-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 433-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 434-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 521-20-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 522-20-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 523-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 524-17-695	T6S-R95W	20	NENW	AP 21-20-695	New
AP 533-17-695	T6S-R95W	20	NENW	AP 21-20-695	New

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