

SURFACE USE AND DRILLING AGREEMENT

This Surface Use and Drilling Agreement ("Agreement") made and entered into this 1st day of July 2010, by and between **EXXON MOBIL CORPORATION**, a New Jersey corporation with an address for purposes of this Agreement of ExxonMobil Production Company, CORP-WGR-714, P. O. Box 4697, Houston, Texas 77210-4697 ("ExxonMobil") and **ENCANA OIL & GAS (USA) INC.**, a Delaware corporation with an address of 370 17th Street, Suite 1700, Denver, CO 80202 ("Encana") each sometimes referred to herein as "the Party" and together hereinafter called "the Parties."

WHEREAS, Encana desires to construct three (3) well pads as identified on the attached Exhibit A ("Encana Well Pads") in East Middle Fork Canyon on ExxonMobil's lands located in Township 5 South, Range 95 West, 6th P.M. Garfield County, Colorado, hereinafter called the "ExxonMobil Premises", for use to directionally drill into Encana's minerals located outside of the ExxonMobil Premises (the "Encana Wells") and to complete, equip, connect, operate and maintain the Encana Wells subject to the terms and conditions hereinafter specified; and

WHEREAS, Encana desires to acquire ExxonMobil's consent to use certain existing access roads and to construct a new access road, hereinafter called the "East Middle Fork Road" also shown in Exhibit A, traversing ExxonMobil Premises, for the limited purpose of transporting personnel, equipment and supplies to the Encana Well Pads; and Encana desires to construct a three phase gathering system on the ExxonMobil Premises with gas pipelines to carry the gas to Encana owned gathering facilities, and water pipelines necessary to provide water to the wells for drilling and completion purposes, and to carry produced water from the producing wells on the Encana Well Pads (hereinafter such gathering system and pipelines constructed on the ExxonMobil Premises are collectively known as the "Encana Infrastructure"), and ExxonMobil is willing to give such permission upon the terms and conditions hereinafter specified; and

WHEREAS, ExxonMobil desires to have the ability to develop its oil, gas and mineral resources within the ExxonMobil Premises through the most efficient means possible and free from interference or inefficiency caused by Encana Well Pads, Encana Wells, Encana Infrastructure, and other structures and improvements installed by Encana on ExxonMobil Premises pursuant to this Agreement; and

WHEREAS, ExxonMobil desires to have the ability to expand each Encana Well Pad in order to drill up to 24 wells ("ExxonMobil Wells") as may be reasonably necessary to develop ExxonMobil minerals within the ExxonMobil Premises, and complete, equip and connect the ExxonMobil Wells to the Encana Infrastructure; and

WHEREAS, ExxonMobil desires to have Encana operate and maintain the ExxonMobil Wells on behalf of ExxonMobil; and

WHEREAS, the Parties desire to set forth terms and conditions associated with the use of the ExxonMobil Premises and for the drilling, completion, equipping, connection, operation and maintenance of the Encana Wells and the ExxonMobil Wells.

NOW THEREFORE, the Parties agree to the following terms and conditions regarding the drilling, completion, equipping, connection, operation and maintenance of the Encana Wells and the ExxonMobil Wells, and the use and construction of the East Middle Fork Road and Encana Infrastructure.

1. WELL PAD LOCATIONS AND EAST MIDDLE FORK ROAD

1.1 ExxonMobil grants to Encana the use of ExxonMobil Premises in East Middle Fork Canyon to the extent necessary to construct three (3) Encana Well Pads as identified on Exhibit A.1, A.2 and A.3 in order to directionally drill up to twenty-four (24) Encana Wells from each Well Pad into Encana's minerals located outside of the ExxonMobil Premises, and to complete, equip, connect, operate and maintain the Encana Wells subject to the conditions listed below. The Parties have approved the locations of the Encana Well Pads as set forth in Exhibits A.1, A.2 and A.3. ExxonMobil additionally grants Encana the right to access the Encana Well Pads across ExxonMobil Premises via the East Middle Fork Road. Encana shall be responsible for performing the maintenance of the East Middle Fork Road used to access the Encana Well Pads until such time as ExxonMobil elects to drill one or more ExxonMobil Wells. At such time Encana shall be responsible for its prorated share of the maintenance costs, based on the number of Encana Wells relative to the total number of wells with drilling pads located on the ExxonMobil Premises and accessed via the East Middle Fork Road for as long as the Encana Wells and ExxonMobil Wells are producing. East Middle Fork Canyon, the East Middle Fork Road and the ExxonMobil Premises are shown on Exhibit A. The planned expansion of the Encana Well Pads to accommodate ExxonMobil Wells (expanded pads hereinafter referenced as "Expanded Pads") are shown on Exhibits A.1, A.2 and A.3.

1.2 Encana will design the Encana Well Pads and the East Middle Fork Road to accommodate the Encana Wells, as well as the potential future expansion of each Encana Well Pad to accommodate up to twenty-four (24) ExxonMobil Wells and the future road use associated with the ExxonMobil Wells. Prior to commencement of construction of the Encana Well Pads and the East Middle Fork Road on the ExxonMobil Premises in East Middle Fork Canyon as provided in paragraph 1.1 herein, Encana must secure written approval from ExxonMobil for the East Middle Fork Road and Encana Well Pad dimensions, cut/fill, storm water plan and other pad specifications. ExxonMobil shall provide said written approval or advise of any concerns with the East Middle Fork Road and each Encana Well Pad within thirty days (30) of receipt of such plans from Encana. The plans shall be deemed approved if no response is received from ExxonMobil within thirty days (30) of its receipt. Any Encana Well Pad constructed pursuant to this Agreement shall strictly comply with the location, dimensions and specifications approved by ExxonMobil.

1.3 Encana shall be responsible for all costs associated with the Encana Well Pad surveying, design, construction, and reclamation, including studies and designs required to ensure ExxonMobil's ability to build the Expanded Well Pads to accommodate up to twenty-four (24) ExxonMobil Wells. ExxonMobil shall be responsible for costs associated with any subsequent expansion of each Well Pad to accommodate ExxonMobil Wells and/or associated additional equipment, as well as any reclamation costs associated with such expansion.

2. DRILLING OF ENCANA WELLS

2.1 All Encana Wells will be drilled and completed (hydraulically fractured) *no later than midnight on December 31, 2013, and Encana will have no further right to drill or complete Encana Wells after such time period.* All Encana Wells on each Encana Well Pad will be drilled prior to the release of the drilling rig for that Encana Well Pad, and will be drilled pursuant to the following:

- a. Encana shall notify ExxonMobil of planned timing for construction and rig move-in. After construction is complete, and prior to commencement of any activity related to paragraph 1.1 herein, other than routine field activities, Encana shall notify ExxonMobil.
- b. Encana shall implement effective dust suppression and storm water runoff control programs that meet or exceed applicable BLM standards, including the BLM Gold Book.
- c. Absent prior notice, access shall be limited to required field personnel only. Twenty-four (24) hours prior notice shall be required for all others, including but not limited to regulatory agencies. Encana shall notify ExxonMobil as early as possible of planned entry by non-field personnel provided that regulatory agency personnel who demand immediate entry in order to inspect Encana operations will be allowed to enter to perform their duties, but Encana shall notify ExxonMobil as soon as practicable of such entry.
- d. Field trailers required on site shall be fully self-contained and all sewage and waste shall be disposed of off ExxonMobil Lands.
- e. The East Middle Fork Road shall be graveled when necessary to prevent rutted conditions.
- f. Any chemical spraying of soil for weed control or any other application of chemicals to the ExxonMobil Premises (including without limitation chemicals used for dust control) shall require advance approval by ExxonMobil.
- g. Production Pit Provisions
 - i. All pits will be closed within one drying season or one year after final completion in conformance with Colorado Oil and Gas Conservation Commission regulations, and only after inspection by ExxonMobil.
 - ii. Pits shall not deviate from the cross sections of the pit and Encana Well Pad as shown on the survey plat for each Encana Well Pad,

- such survey to be submitted for approval to ExxonMobil prior to commencement of operations.
- iii. The pit may be bermed to create freeboard, but the water level shall not rise into the bermed area.
 - iv. There shall be no excavation beyond the pit edges so as to create extra space to soak up fluids.
 - v. All fluids will remain within freeboard limits.
 - vi. All production pits shall be lined.
 - vii. Cuttings pits will be lined with appropriate impermeable materials to prevent seepage. Cuttings will be disposed of pursuant to State of Colorado laws, rules and regulations. The cuttings may be removed from the ExxonMobil Premises or, if Encana elects to dispose of the cuttings on ExxonMobil Premises, the cuttings must be processed and disposed in compliance with State of Colorado laws, rules and regulations and in a manner approved in writing by ExxonMobil.
 - viii. Encana will meet or exceed all ExxonMobil Environmental, Health and Safety Best Practices, attached hereto as Exhibit B.
- h. Production Tank Provisions
- i. A spill prevention and control plan (SPCP) will be developed by Encana to address any leakage or failure in above ground storage tanks. Such SPCP plan will be submitted to ExxonMobil for approval prior to construction of such tanks.
 - ii. The SPCP must be constructed using metallic berms with synthetic liners, and be designed to hold 110% of the volume of the largest tank, plus 2.2 inches of rainfall, plus the displacement of any other tanks within the berm.

2.2 Encana shall conduct interim reclamation on the Encana Well Pads as required by State of Colorado laws, rules and requirements once it has concluded all completion operations for all Encana Wells located on the Encana Well Pads. In the event ExxonMobil has not utilized an Encana Well Pad at such time as Encana has plugged and abandoned its final well on such pad, Encana shall provide ExxonMobil with notice of intent to abandon the pad. Unless ExxonMobil responds within thirty (30) days with a written request for Encana to leave the pad intact, Encana shall reclaim the pad in question within ninety days of the conclusion of ExxonMobil's thirty (30) day response period. All reclamation performed by Encana under this Agreement shall be performed in a manner consistent with Exhibit B.

2.3 Encana shall forward to ExxonMobil the well information set forth in Exhibit C from the first five (5) Encana Wells drilled from each Encana Well Pad. Encana shall also forward to ExxonMobil specific information set forth in Exhibit C from any other wells drilled from any Encana Well Pad upon receipt of a written request from ExxonMobil for such information. ExxonMobil shall also have the right to examine any core samples taken by Encana in any well drilled from an Encana Well Pad. Encana shall provide notice to ExxonMobil within thirty (30) days of obtaining core samples whenever such core samples are collected from a well on an Encana Well Pad. Encana shall be under no obligation to collect the data specified in

Exhibit C, but shall be required to share any such data collected as many times as such collection occurs. ExxonMobil shall hold such information confidential in the same manner as it protects its own proprietary information, and shall not share such information outside ExxonMobil without the express written consent of Encana.

3. DRILLING OF EXXONMOBIL WELLS

3.1 ExxonMobil shall have the option to expand each Encana Well Pad after Encana has drilled and completed the Encana Wells on such Encana Well Pad. ExxonMobil may expand the Encana Well Pad or build a new well pad in order to develop ExxonMobil resources at any time after Encana has concluded its drilling operations and completion operations for all Encana Wells on such Encana Well Pad. Encana shall be deemed to have concluded all completion operations on a pad after the completion equipment has departed the pad and all wells are either connected to pipe or incapable of producing due to mechanical issues. ExxonMobil may require that Encana Wells be temporarily shut-in if such action is required to ensure the safety and protection of the Encana Wells during ExxonMobil drilling rig moves or construction. ExxonMobil will attempt to minimize, to the extent practicable, any impact to Encana production.

3.2 ExxonMobil may drill as many ExxonMobil Wells as it may desire so long as ExxonMobil does not unreasonably interfere with Encana's ongoing production operations under this Agreement in doing so. ExxonMobil will be responsible for designing, construction, drilling and completing any ExxonMobil Wells on Expanded Well Pads.

3.3. Encana shall connect all completed ExxonMobil Wells to Encana Infrastructure and shall gather gas produced from the ExxonMobil Wells pursuant to the terms and conditions in Article 5 herein.

4. COMPLETION OF EXXONMOBIL WELLS

ExxonMobil shall conduct completion operations for all ExxonMobil Wells and shall coordinate all activities with Encana, taking into consideration the following:

4.1 ExxonMobil will meet or exceed all Encana Environmental, Health and Safety Best Practices, attached hereto as Exhibit D, for all activities undertaken by ExxonMobil pursuant to this Agreement.

4.2 ExxonMobil shall notify Encana of the date of completion of each ExxonMobil Well as soon as possible after completion.

4.3 In the event ExxonMobil has utilized an Encana Well Pad and an ExxonMobil well remains on the pad in question after Encana has previously abandoned

all Encana wells on such pad, ExxonMobil shall be responsible for any final reclamation of the Encana Well Pad required by State of Colorado laws, rules and requirements.

5. SERVICES PROVIDED TO EXXONMOBIL WELLS

5.1 Subject to the conditions included in this Section 5.1, Encana agrees to provide to ExxonMobil a definitive proposal for three-phase gas gathering services from the Encana Well Pads subject to this Agreement where Encana has drilled Wells and has connected such Wells to Encana's North Piceance gathering system. Three-phase gas gathering services include condensate and water handling and gas gathering and compression. Gas gathered for ExxonMobil will be redelivered into Enterprise Gas Processing LLC's Piceance Creek Pipeline system at any existing redelivery point selected by ExxonMobil unless use of such redelivery point by ExxonMobil would materially impair Encana's ability to redeliver Encana gas to such redelivery point or another redelivery point. In the event the ExxonMobil designated redelivery point would materially impair Encana's ability to redeliver gas, the Parties will work together to identify the best alternative. Such alternatives may include an alternative redelivery point, multiple redelivery points, addition of a new redelivery point or other options. Additional terms and conditions related to three-phase gas gathering services are described in the attached Exhibit E. Should ExxonMobil choose not to accept the definitive proposal, or if the Parties cannot agree on an alternative, ExxonMobil shall have the right to construct all of the facilities, pipelines and other equipment needed to efficiently handle its production from the ExxonMobil Wells and deliver such production to downstream pipelines and facilities. Encana shall grant such rights-of-way, easements, consents, approvals or other similar documents which may be needed or helpful to efficiently install and operate such additional facilities.

5.2 Subject to the conditions included in this Section 5.2, Encana agrees to provide to ExxonMobil a definitive proposal to provide high pressure gas suitable for an artificial gas lift. The definitive proposal will include fees for gas lift pipelines and compression as well as a price for gas to be purchased, if applicable. The definitive proposal shall cover gas lift services from the Encana Well Pads subject to this Agreement where Encana has drilled Wells. The gas lift service will be capable of providing gas up to the maximum pressure attainable with existing Encana equipment on the site, central facilities offsite, and the gas delivery system.

5.3 Subject to satisfaction of its water requirements in connection with its operations and its commitments existing as of the date hereof to other Operators, and to capacity limits of the Encana System (defined below), and subject to State of Colorado laws, rules and regulations, Encana shall use commercially reasonable efforts to:

- a. Provide ExxonMobil with produced water for drilling, completion and other activities associated with ExxonMobil Wells. Encana shall only be required to supply water from its North Parachute Ranch water distribution system (the "Encana System"). Water supplied by Encana shall be of the quality required

for Encana's completion operations, and ExxonMobil shall be responsible for all costs associated with the treatment necessary to use the water for any other type of operation. No consideration shall be due Encana for providing such produced water, and no compensation shall be due ExxonMobil for taking such produced water.

b. Accept produced water and hydraulic fracturing flow-back water from slick-water hydraulic fracturing operations from the ExxonMobil Wells, subject to the following terms and conditions. In the event Encana is not able to use the ExxonMobil produced water and must dispose of such water without benefit to its operations, consideration for accepting the ExxonMobil produced water shall be on a per barrel basis determined based on Encana's actual costs plus 10% or the current market price in the area at the time the water is produced, whichever is less:

i. ExxonMobil shall be required to utilize downhole corrosion protection methods equal to or better than Encana methods on all frac jobs on ExxonMobil wells.

ii. Encana, as operator (see 6.1 below) will test the produced and flowback water streams from the ExxonMobil Wells and provide both Parties with a quarterly composite sample analysis report.

iii. Flowback waters from any non-slickwater frac operations (excluding clear frac) conducted by ExxonMobil on the ExxonMobil Wells shall be stored, sampled and tested separately from conventional slickwater flowback, and not commingled with normal produced flowback water. Encana will evaluate the potential for accepting these waters back into their system on a case-by-case basis.

5.4 Except as provided in Exhibit E, all services provided to ExxonMobil under this Section 5 and the following Section 6 shall be subject to the conditions stated herein, but shall otherwise be provided on the same basis as the services provided to the Encana Wells, without preference being given to Encana Wells or production therefrom. In the event volumes or services must be curtailed for any reason, both Parties shall be curtailed on a pro rata basis according to the average volume produced by each party as compared to the total for both Parties (the "Average Produced Volume") over the prior six month period, or if six months of production information is not available, the Average Produced Volume for the 7 calendar days preceding the curtailment of such services.

6. OPERATION AND MAINTENANCE OF EXXONMOBIL WELLS

6.1 Upon receipt of a written request from ExxonMobil to do so, Encana shall operate ExxonMobil Wells drilled pursuant to this Agreement. The Parties shall enter into an Operating Agreement, including a COPAS exhibit covering the operations of all ExxonMobil Wells drilled pursuant to this Agreement with the terms to be included in that Operating Agreement attached hereto as Exhibit F. East Middle Fork Road

maintenance and associated costs shall be included in the operations covered by the Operating Agreement.

6.2 Encana will utilize the same type of production and measurement equipment for ExxonMobil Wells that is used on the Encana Wells on each Encana Well Pad. Condensate production shall be allocated back to each well from the separator at Encana's Middle Fork Facility based on volumes measured with Encana's measurement equipment and calculated based on the total volume of condensate separated at the Facility as a ratio to the total volume of gas to pass through the Facility.

7. INDEMNITIES

7.1 ExxonMobil agrees to save, protect, defend, hold harmless, and indemnify Encana, its parent, subsidiaries and/or affiliate companies and their respective employees, officers, directors, or agents, from all liability, loss, or damage, including reasonable attorney's fees and expenses, resulting from all claims, demands, and causes of action of every kind and character asserted by any person (including, without limitation, ExxonMobil or ExxonMobil's representatives, agents, contractors, subcontractors, employees, licensees or invitees), for personal injury, death, or for loss or damage to any and all property in any way arising out of or in connection with ExxonMobil's use or occupancy of the Encana Well Pads located on the ExxonMobil Premises, or the exercise of ExxonMobil's rights or performance of obligations under this Agreement. However, in the event that such personal injury, death, or loss of or damage to property is the result of the joint negligence or willful misconduct of ExxonMobil and Encana, ExxonMobil's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct. Further, for any liability that may arise due to environmental injury, damage, fine, or harm relating to ExxonMobil's operations and use of the Encana Well Pads, ExxonMobil agrees to indemnify, defend, and hold Encana harmless. This environmental indemnity shall not apply to the extent of negligence, gross negligence or willful misconduct on the part of Encana, but shall apply whether or not ExxonMobil was negligent, and shall include any liability that arises due to the application of a strict liability standard.

7.2 Encana agrees to save, protect, defend, hold harmless, and indemnify ExxonMobil, its parent, subsidiaries and/or affiliate companies and their respective employees, officers, directors, or agents, from all liability, loss, or damage, including reasonable attorney's fees and expenses, resulting from all claims, demands, and causes of action of every kind and character asserted by any person (including, without limitation, Encana or Encana's representatives, agents, contractors, subcontractors, employees, licensees or invitees), for personal injury, death, or for loss or damage to any and all property in any way arising out of or in connection with Encana's use or occupancy of the ExxonMobil Premises, or the exercise of Encana's rights or performance of obligations under this Agreement. However, in the event that such personal injury, death, or loss of or damage to property is the result of the joint

negligence or willful misconduct of Encana and ExxonMobil, Encana's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct. Further, for any liability that may arise due to environmental injury, damage, fine, or harm relating to Encana's operations and use of the ExxonMobil Premises, Encana agrees to indemnify, defend, and hold ExxonMobil harmless. This environmental indemnity shall not apply to the extent of negligence, gross negligence or willful misconduct on the part of ExxonMobil, but shall apply whether or not Encana was negligent, and shall include any liability that arises due to the application of a strict liability standard.

7.3 Dispute Resolution: The Parties agree to submit all disputes to binding arbitration in Denver, Colorado. The arbitration will be conducted according to the procedure that follows. The arbitration proceedings shall be governed by Colorado law and shall be conducted in accordance with the rules for Non-Administered Arbitration of Business Disputes published by The Center for Public Resources, Inc., with discovery to be conducted in accordance with the Federal Rules of Civil Procedure, and with any disputes over the scope of discovery to be determined by the Arbitrators (as defined below). The arbitration shall be before a single Arbitrator chosen by the mutual agreement of the Parties, or if no agreement as to the identity of the Arbitrator can be reached within ten days, a three-person panel of neutral Arbitrators, consisting of one person chosen by each Party, and the two Arbitrators so selected choosing the third. The panel so chosen or the single person are referred to herein as the "Arbitrators." The Arbitrators shall conduct a hearing no later than 60 days after submission of the matter to arbitration, and the Arbitrators shall render a written decision within 30 days of the hearing. At the hearing, the Parties shall present such evidence and witnesses as they may choose, with or without counsel. Adherence to formal rules of evidence shall not be required, but the Arbitrators shall consider any evidence and testimony that they determine to be relevant, in accordance with procedures that they determine to be appropriate. Any award entered in the arbitration shall be made by a written opinion stating the reasons and basis for the award made and any payment due pursuant to the arbitration shall be made within 15 days of the decision by the Arbitrators. The decision of the Arbitrators shall be binding on the Parties, final and non-appealable, and may be filed in a court of competent jurisdiction and may be enforced by either Party as a final judgment of such court. Each Party shall bear its own costs and expenses of the arbitration, provided, however, that the costs of employing the Arbitrators shall be shared equally by the Parties.

8. TERM

8.1 The rights granted to Encana under this Agreement to drill and complete Encana Wells shall expire at midnight on December 31, 2013. For all other purposes, the term of this Agreement shall continue until there are no longer any producing Encana Wells or producing ExxonMobil Wells operated by Encana located on the ExxonMobil Premises.

9. GENERAL

9.1 The term "Encana" as used herein shall be defined so as to include any representatives, consultants, contractors, subcontractors and employees of Encana. The term "ExxonMobil" as used herein shall be defined so as to include any representatives, consultants, contractors, subcontractors and employees of ExxonMobil.

9.2 NO MEDICAL FACILITIES ARE LOCATED ON THE EXXONMOBIL PREMISES. Ambulances may be available in the area of the Town of Parachute. Air life rescue service may be available from a hospital in Grand Junction, Colorado.

9.3 Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the other Party at the above addresses.

9.4 This Agreement and the rights hereunder shall not be assigned by either Party, in whole or in part.

9.5 This Agreement shall be binding upon the Parties, and their successors and assigns.

9.6 This Agreement may be executed in several original counterparts, each of which and all together will constitute the Agreement in its entirety. Executed copies or counterparts of this Agreement may be delivered by facsimile.

9.7 Nothing contained herein shall be interpreted to invalidate, replace, amend or supersede existing agreements between the parties under which each party has ongoing rights and obligations with regard to this area.

9.8 ExxonMobil may use the East Middle Fork Road and any Encana Infrastructure, subject to availability of capacity and finalization of acceptable usage agreements, for further development of the ExxonMobil Premises. Encana shall not be required to upgrade the East Middle Fork Road or any Encana Infrastructure for ExxonMobil's use of the ExxonMobil Premises, except as described below.

Encana shall provide, or offer a proposal to provide, the various services described above in Sections 5 and 6 to ExxonMobil for any ExxonMobil wells drilled by ExxonMobil within the East Middle Fork Canyon within twenty (20) years from the date of this Agreement. After request from ExxonMobil, proposals for three-phase gas gathering services and gas lift services shall be provided in accordance with Section 5.1 and Section 5.2 respectively. In the event additional roads, production equipment or produced water facilities are required, ExxonMobil shall install such additional roads, production equipment or produced water facilities at its sole cost, or it may request that Encana do so. In the event Encana is requested to do so, Encana shall comply with such request in a manner consistent with similar internal requests for such construction. In the event

Encana builds such roads, production equipment or produced water facilities, Encana will be compensated by ExxonMobil for all costs, plus a 10% overhead fee.

9.9 Upon written request from an authorized service provider, ExxonMobil shall promptly grant a waiver of any restrictions on use of ExxonMobil's currently patented multi-zone stimulation technology for any Encana well in Colorado completed (hydraulically fractured) within five (5) years of the date of this Agreement. This waiver will apply only to restrictions on the use of the technology and will not waive any applicable license fee.

10. Notwithstanding anything to the contrary contained herein, all rights of entry and use granted to Encana shall be on a non-exclusive basis and ExxonMobil shall have the ongoing right to access the ExxonMobil Premises at any and all times.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

EXXON MOBIL CORPORATION

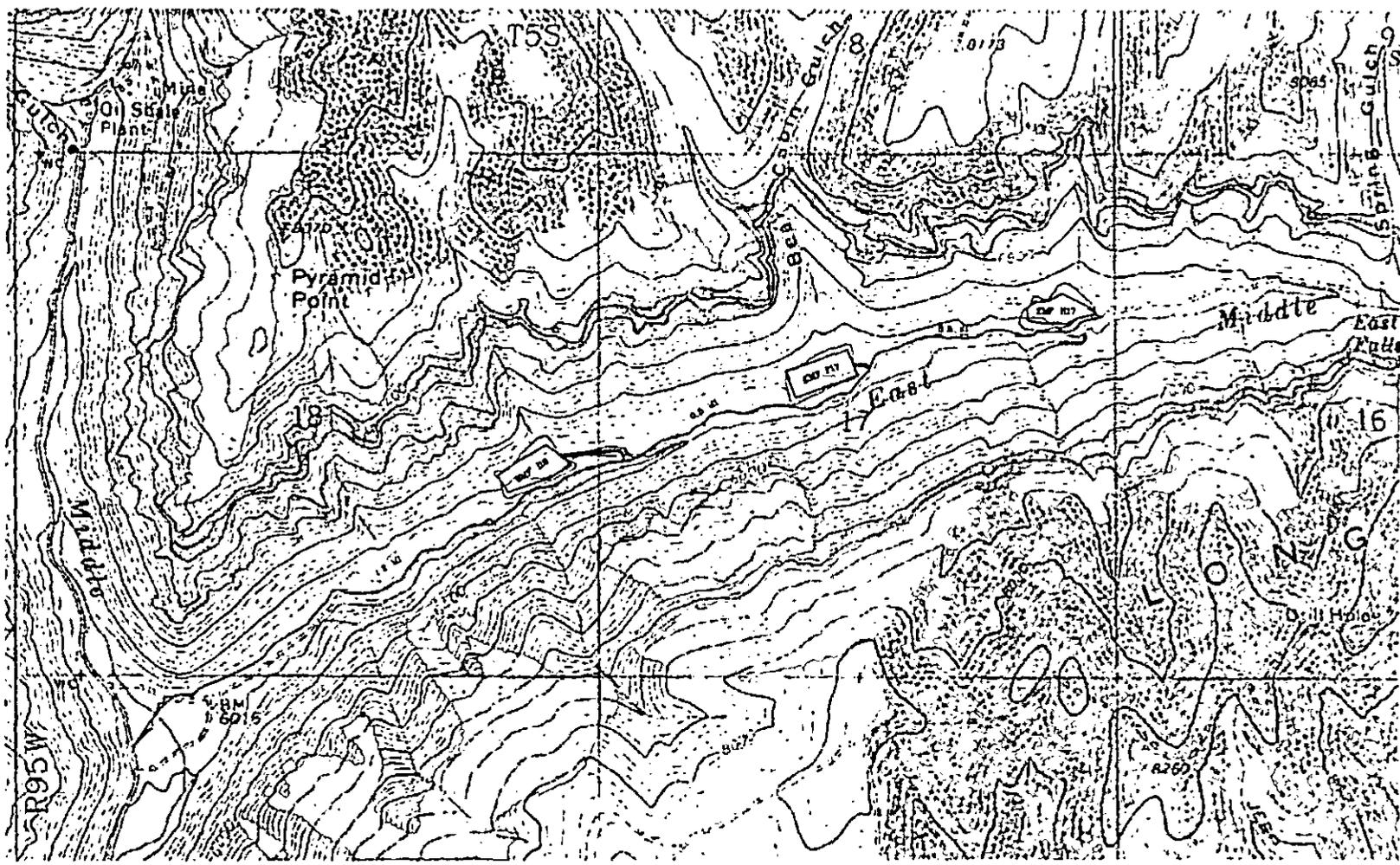
ENCANA OIL & GAS (USA) INC.

By  RMH
A. J. Tavano VMD

By:  V40 SA
Ricardo D. Gallegos
Attorney In Fact

Title: AGENT & ATTORNEY-IN-FACT
Date: 2/23/10

Title: _____
Date: 2/15/10

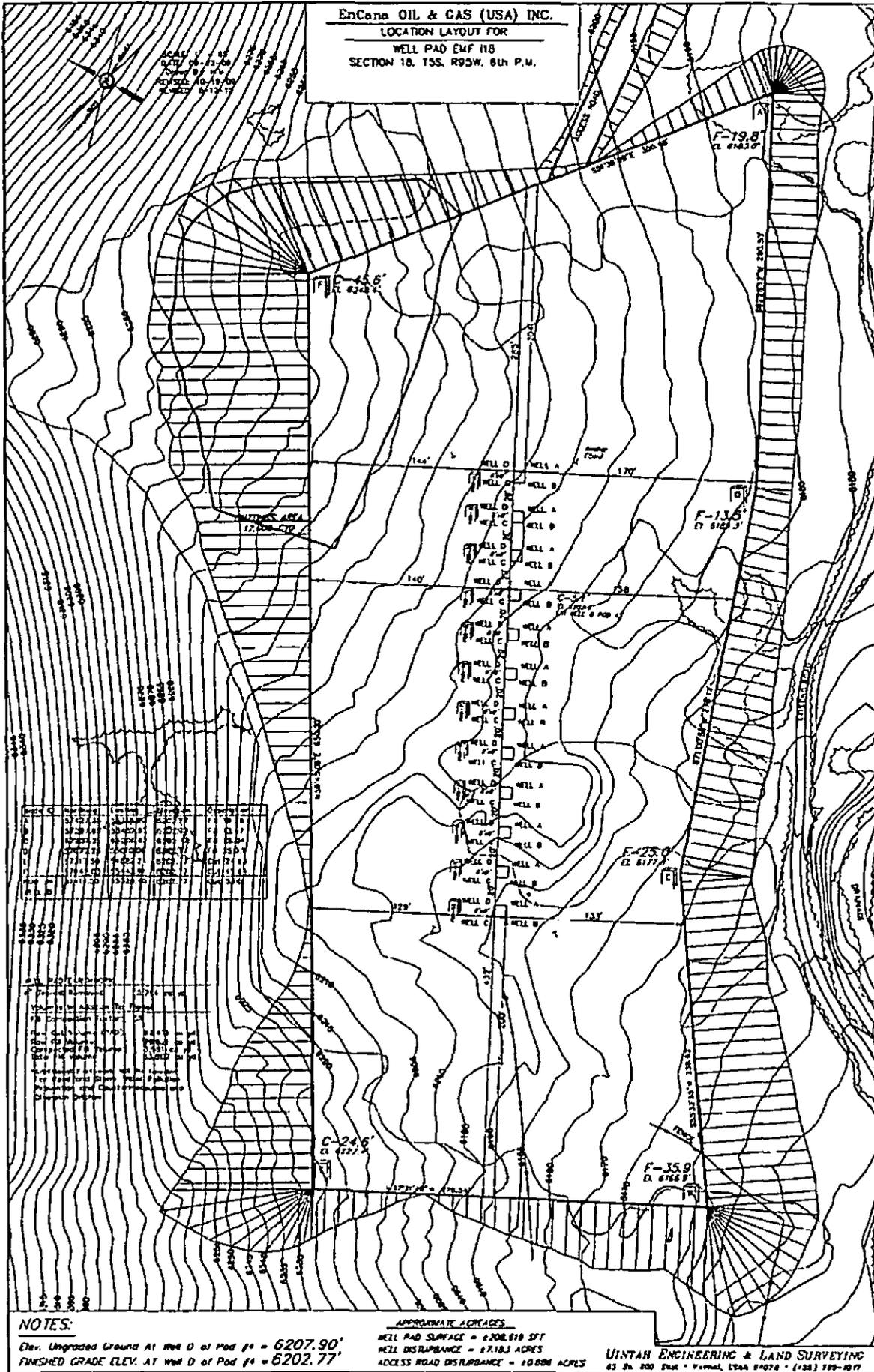


EnCana Oil & Gas (USA) INC.
 PROPOSED WELL PADS
 EMF F17, EMF H17, EMF I18
 SEC. 17 & 18, T5S, R95W, 6th P.M.

SHEET: 1 OF 1
 DRAWN BY: D.G.W.
 SCALE: 1"=1000'
 PROJECT NO: 209-2001, 112, 8131
 DRAWING DATE: 10-2-09
 REVISED:



85 SOUTH 200 EAST
 VERMILION UTAH 84078
 PHONE: (435) 785-1077
 WWW.UINTEAENGINEERING.COM



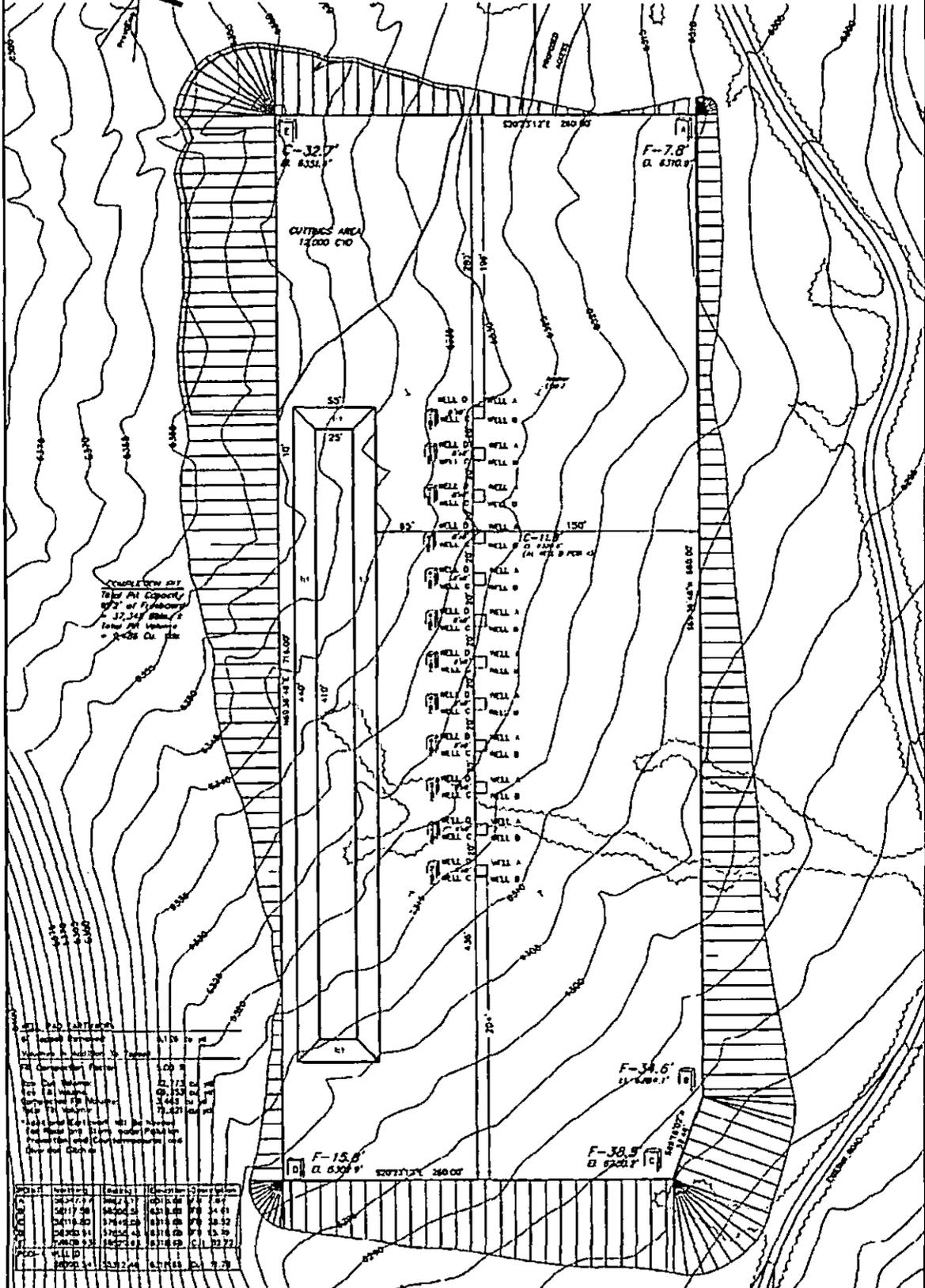
EnCana OIL & GAS (USA) INC.

LOCATION LAYOUT FOR

WELL PAD EMF F17

SECTION 17, T5S, R95W, 6th P.M.

SCALE: 1" = 80'
 DATED: 06-22-09
 REV: 05-12-10
 Drawn By: H.K.



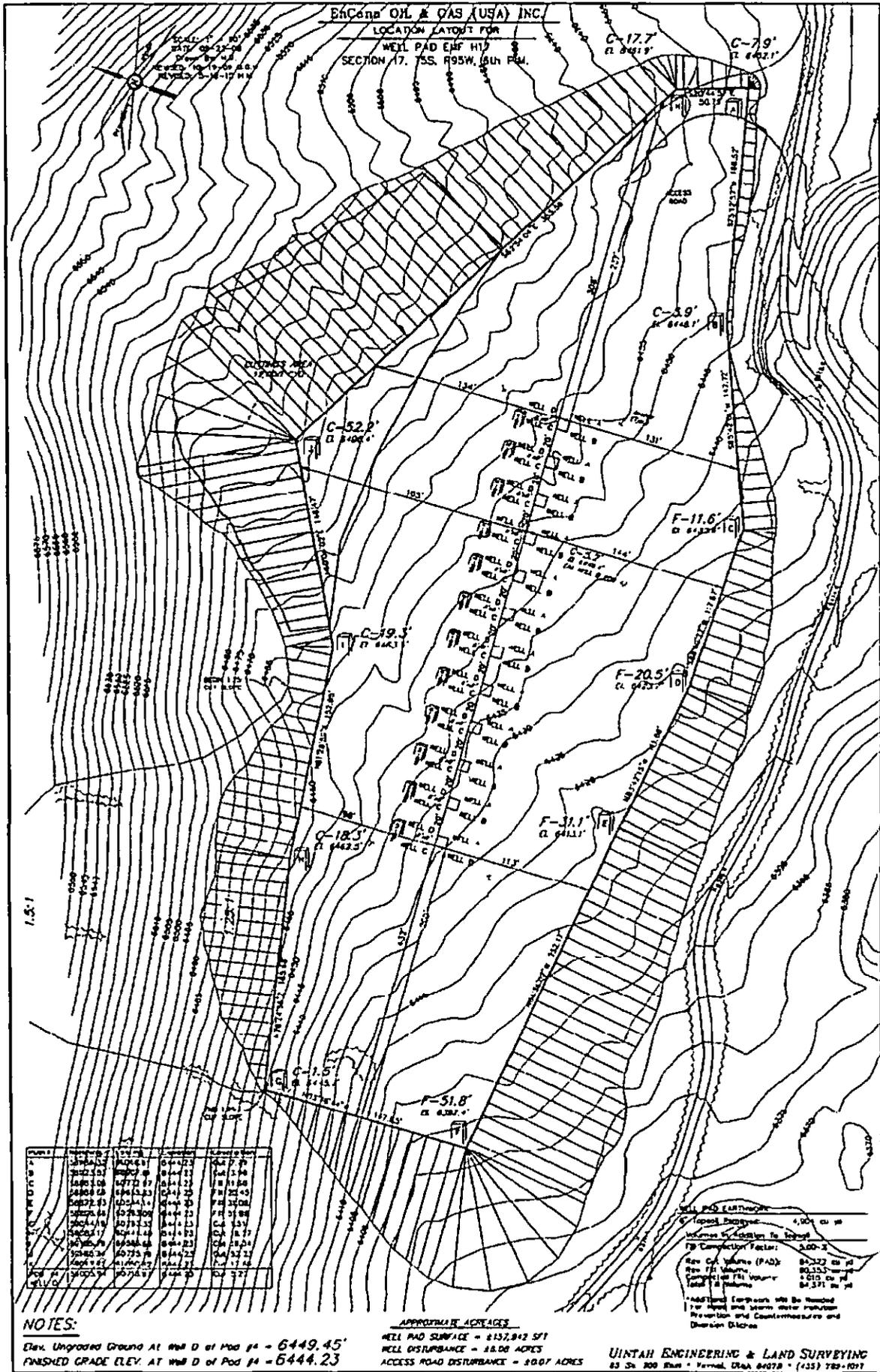
Capacity of
 Total Pad Capacity
 80' x 175' of 15000 gal
 = 12,000,000 gal
 Total Pad Volume
 = 12,000,000 gal

NO.	DESCRIPTION	AMOUNT	DATE
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NOTES:
 Elev Ungraded Ground At Well D of Pad #4 = 6330.5'
 FINISHED GRADE ELEV. AT Well D of Pad #4 = 6318.68'

APPROXIMATE ACRES
 WELL PAD SURFACE = 6198.870 SFT
 WELL DISTURBANCE = 28.35 ACRES
 ACCESS ROAD DISTURBANCE = 20.33 ACRES

UINTAH ENGINEERING & LAND SURVEYING
 85 3rd St. Suite 200 • Fort Collins, CO 80526 • (970) 783-1017



EnCana OIL & GAS (USA) INC.
 LOCATION LAYOUT FOR
 WELL PAD EAST H17
 SECTION 17, T5S, R95W, B1N PM.

Point	Station	Distance	Remarks
1	10+00.00	0+00.00	WELL PAD
2	10+00.00	0+00.00	WELL PAD
3	10+00.00	0+00.00	WELL PAD
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99	10+00.00	0+00.00	WELL PAD
100	10+00.00	0+00.00	WELL PAD

NOTES:

Elev. Ungraded Ground At Well D of Pad #4 = 6449.45'
 FINISHED GRADE ELEV. AT Well D of Pad #4 = 6444.23'

APPROXIMATE ACRES

WELL PAD SURFACE = 2137,942 SF
 WELL DISTURBANCE = 28.06 ACRES
 ACCESS ROAD DISTURBANCE = 2007 ACRES

WELL PAD FOOTINGS
 C Topsoil Disturbance: 4,000 cu yd
 Volume to be added to layout
 Topsoil Compaction Factor: 1.00-1.05
 Rev. C/L Volume (PAD): 84,322 cu yd
 Rev. F/L Volume: 80,355 cu yd
 Compaction F/L Volume: 4,010 cu yd
 Total F/L Volume: 84,311 cu yd
 Additional Earthwork to be provided for storm water retention, diversion and countermeasures and diversion ditches.

UINTAH ENGINEERING & LAND SURVEYING
 83 S. 200 East • Kernal, Utah 84078 • (435) 782-1017

Exhibit B to that certain Surface Use and Drilling Agreement dated July 1, 2010

ExxonMobil EH&S and Operational Best Practices

Environmental Protection

- All operations must be designed to minimize the impact on the environment, including spill prevention and containment.
- Qualified specialists will be utilized to evaluate potential impacts on threatened, endangered, and sensitive plant and animal species, archeo-cultural resources, *paleontological resources and/or the structural stability of the location*. Examples of specialists include, but are not limited to, botanists, biologists, civil engineers, archeologists and paleontologists.
- As required, spill prevention, control and countermeasure (SPCC) plans will be developed and implemented.
- All pits must be lined; all pits must be fenced and flagged to keep wildlife out.
- Production pits are not allowed.
- *Surface casing must be set deep enough to isolate shallow aquifers and cemented back to surface.*

Stormwater

- Encana must secure all required stormwater permits and maintain compliance with all permit requirements.

Air Quality

- Emissions Minimization - completion operations must be designed to minimize, and ideally eliminate, venting or flaring of gas.
- Dust control – roads must be watered as needed to keep dust to a minimum.

Spill Response

During drilling, completion and production operations:

- Encana will clean up all spills immediately upon discovery.
- Encana will make appropriate regulatory agency notifications per Federal and Colorado Oil and Gas Conservation Commission (COGCC) Rule 906 spill reporting requirements.
- Encana will notify Tom Adams (281-654-6246) within 24 hours of any spill.

Interim reclamation

- Land surrounding well pad locations will be brought back to a 3-1 slope during the construction phase and all cuts, fill slopes, pit and topsoil piles will be stabilized and revegetated immediately following construction of the Encana Wellpads.

Bradenhead Pressures

- Must be monitored by Encana on a weekly basis during the drilling and completion phase for all wells on a pad, and at least once every 3 months thereafter. Any bradenhead pressure that builds up over 150 psi after being blown down must be promptly addressed.

Well production without tubing

- Any well flowing without tubing in the well must have a master valve upstream of any change in direction of flow.

**EXHIBIT C to that certain Surface Use and Drilling Agreement dated July 1, 2010
USP Data Requirements**

Basic Data

Operator: Encana	Trade Number: N/A
Well Name: Multiple	County / State: Garfield County / Colorado
Field: North Parachute Ranch	Date: May 18, 2010

ExxonMobil Contact Information

	Name	Phone	Fax	Email
Geology:	Matthew A. Sabisky	713-431-1481	713-431-1901	mat.hew.a.sabisky@exxonmobil.com
Geology:	Anthony E. Sandomierski	713-431-1882	713-431-1901	anthony.e.sandomierski@exxonmobil.com
Geoscience Tech.:	Jason K. Morgan	713-431-1045	713-431-1901	jason.k.morgan@exxonmobil.com
Engineering:	John D. Armor	713-658-0218	713-658-0152	J1-L48.afs.mailbox@exxonmobil.com
Land:	Glen R. Murdock	713-431-1205	713-431-1467	glen.r.murdock@exxonmobil.com
Technical Data Center:	Cravenita Clay	281-654-5916	281-654-7718	cravenita.c.clay@exxonmobil.com
Core Warehouse:	Ric Coronado	281-925-3718	281-985-3888	ric.r.coronado@exxonmobil.com

Required Data

	Number of Copies	File Format	How Often	Send To
Regulatory Data	1	.pdf or .doc	Send When Well is Completed	Jason Morgan
Notice of Intent to Drill	1	.pdf or .doc	Send When Well is Completed	Jason Morgan
Well Proposal / Technical Package	1	.pdf or .doc	Send When Well is Completed	Jason Morgan
Well Data:				
Drilling / Completion / Mudlog Reports	1	.pdf or .doc	Send When Available	Jason Morgan
Drilling Data	1	.xls or .pdf	Send When Well is Completed	Jason Morgan
Core Data	1	.xls or .pdf	Send When Well is Completed	Jason Morgan
Water / Gas / Oil Analyses	1	.xls or .pdf	Send When Well is Completed	Jason Morgan
Directional Surveys	1	.xls or .pdf	Send When Well is Completed	Jason Morgan
Petrophysical Logs	1	.xls or .pdf	Send When Well is Completed	Jason Morgan
Geophysical / Mud Logs				
Digital (all runs)	1	.las and .pdf	Send When Well is Completed	cravenita.c.clay@exxonmobil.com
Paper (all runs)	2	N/A	Send When Well is Completed	US Production Mailing Address Below
Pressure Data				
Surface	1	.xls or .pdf	Send When Available	Jason Morgan
Downhole	1	.xls or .pdf	Send When Available	Jason Morgan
Flowing	1	.xls or .pdf	Send When Available	Jason Morgan
Shut-in	1	.xls or .pdf	Send When Available	Jason Morgan
Production Data / Production Log	1	.xls, .las or .pdf	Send When Available	Jason Morgan
Test Data	1	.xls or .pdf	Send When Available	Jason Morgan

Mailing Addresses

US PRODUCTION

ExxonMobil Production Company
P.O. Box 4610
Houston, Texas 77057

DATA ROOM

ExxonMobil Exploration Company
Technical Data Center
222 Benmar, Rm. GP-3-583

CORE WAREHOUSE

ExxonMobil Global Services
Geological Warehouse - Building 1
300 Old Choate Road



Exhibit D to that certain Surface Use and Drilling Agreement dated July 1, 2010

Encana EH&S and Operational Best Practices

Environmental Protection

- All operations must be designed to minimize the impact on the environment, including spill prevention and containment.
- Qualified specialists will be utilized to evaluate potential impacts on threatened, endangered, and sensitive plant and animal species, archeo-cultural resources, paleontological resources and/or the structural stability of the location. Examples of specialists include, but are not limited to, botanists, biologists, civil engineers, archeologists and paleontologists.
- As required, spill prevention, control and countermeasure (SPCC) plans will be developed and implemented.
- All pits must be lined; all pits must be fenced and flagged to keep wildlife out.
- Production pits are not allowed.
- Surface casing must be set deep enough to isolate shallow aquifers and cemented back to surface.

Stormwater

- ExxonMobil must secure all required stormwater permits and maintain compliance with all permit requirements during drilling and completion operations, and during production if Encana does not operate the ExxonMobil Wells.

Air Quality

- Emissions Minimization - completion operations must be designed to minimize, and ideally eliminate, venting or flaring of gas.
- Dust control – roads must be watered as needed to keep dust to a minimum at any time that Encana is not maintaining the roads.

Spill Response

During drilling and completion operations, and during production if Encana is not the operator of the ExxonMobil Wells:

- ExxonMobil will clean up all spills immediately upon discovery.
- ExxonMobil will make appropriate regulatory agency notifications per Federal and Colorado Oil and Gas Conservation Commission (COGCC) Rule 906 spill reporting requirements.
- ExxonMobil will notify an EnCana EH&S representative in the Parachute office of all spills.

Interim reclamation

- Land surrounding well pad locations will be brought back to a 3-1 slope during the construction phase and all cuts, fill slopes, pit and topsoil piles will be stabilized and revegetated immediately following construction of the ExxonMobil expansions to the Encana Wellpads.

Bradenhead Pressures

- Must be monitored by ExxonMobil on a weekly basis during the drilling and completion phase for all wells on a pad, and at least once every 3 months thereafter if Encana is not the operator of the ExxonMobil Wells. Any bradenhead pressure that builds up over 150 psi after being blown down must be promptly addressed.

Well production without tubing

- Any well flowing without tubing in the well must have a master valve upstream of any change in direction of flow.

EXHIBIT E
TO THAT CERTAIN SURFACE USE AND WELL AGREEMENT
DATED JULY 1, 2010

THREE-PHASE GAS GATHERING SERVICES

1. Prior to the time that Encana constructs three-phase gas gathering facilities to handle Encana's production from the Encana Well Pads, Encana will request a long term production forecast from ExxonMobil related to the same Well Pads. If ExxonMobil provides the forecast within thirty (30) days of such request, ExxonMobil's production forecast will be considered in the facilities design and Encana's definitive proposal will include pro-rata based services as described in Section 5.4. If ExxonMobil does not provide such forecast within thirty (30) days of such request, Encana's definitive proposal will provide for the services to be interruptible in the event such facilities are capacity constrained.
2. The definitive proposal will include separate fees for (i) gathering and compression services, (ii) water recycle and recovery, (iii) water disposal, and (iv) condensate recovery. In addition the proposal will assume that ExxonMobil will be responsible for all connection and meter costs related to ExxonMobil's wells.
3. The pressure required for ExxonMobil gas to enter into Encana's system at a particular Well Pad will be consistent with the pressure required for Encana gas to enter the same system at the same Well Pad.
4. The definitive proposal will include quality specifications for the gas to be delivered by ExxonMobil. Such quality specifications are to be adjusted as required to stay consistent with the "then current" quality specifications for gas received from Encana. If ExxonMobil's gas characteristics or if ExxonMobil's operations result in gas, water, or condensate that does not meet these specifications, ExxonMobil will be responsible for such additional treating as may be necessary. Such additional treating will only be required to the extent necessary to bring ExxonMobil gas into conformity with the current quality specifications or to meet the quality specifications of the gas being accepted from Encana, whichever standard is more lenient.
5. In the event the production forecast provided by ExxonMobil as described in paragraph 1 above, requires that larger facilities will be required and additional costs will be incurred above what would otherwise be incurred for "Encana only" facilities, the definitive proposal may include requirements that ExxonMobil reimburse Encana for such additional costs.

EXHIBIT F
to that certain Surface Use and Drilling Agreement
dated July 1, 2010

Operating Agreement ("OA") and COPAS Terms

1. Encana shall be the Operator of the ExxonMobil Wells drilled on the ExxonMobil Premises, and the East Middle Fork Road, and direct and have full control of all operations as permitted and required by, and within the limits of the OA.
2. Encana ("Operator") shall conduct its activities under the OA as a reasonable and prudent operator in compliance with applicable law and regulation, but in no event shall it have any liability as Operator to ExxonMobil for losses sustained or liabilities incurred except such as may result from gross negligence or willful misconduct.
3. The OA shall include a COPAS exhibit. The producing well overhead rate shall be set at the time wells are completed based on rates that are typical in the area on that date, and shall include an escalation provision.
4. Operator shall promptly pay and discharge all expenses incurred in the operation of the ExxonMobil Wells pursuant to the OA, and ExxonMobil shall fully reimburse Operator for any expenses not covered in the Overhead as defined and listed in COPAS.
5. ExxonMobil or its duly authorized representative, at ExxonMobil's sole risk and cost, shall have full and free access at all reasonable times to all operations of every kind and character being conducted for ExxonMobil on the ExxonMobil Wells, and to the records of operation conducted thereon.
6. At all times while operations are conducted hereunder, Operator shall comply with the workers compensation laws of the State of Colorado. Both Operator and ExxonMobil shall carry adequate general liability insurance.
7. Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Fifty Thousand Dollars (\$50,000.00) without obtaining prior approval from ExxonMobil, except in the case of explosion, fire, flood or other sudden emergency, whether of the same or different nature.
8. ExxonMobil shall be responsible for all plugging and abandonment operations on any ExxonMobil Well, unless the Parties agree otherwise.
9. ExxonMobil shall be responsible for the payment of all taxes assessed against or associated with the ExxonMobil Wells, including but not limited to production, severance, excise, gathering and other taxes imposed upon or with respect to the production or handling of the oil and gas produced from the ExxonMobil Wells.
10. The OA shall remain in full force and effect until one year after there are no longer any producing ExxonMobil Wells, or until all ExxonMobil Wells have been plugged and abandoned, whichever is later.
11. The indemnities set forth in the Surface Use and Drilling Agreement shall apply to all operations under the OA.
12. Should ExxonMobil wish to take over operations of the ExxonMobil Wells, or if it no longer desires to have Encana serve as Operator of the ExxonMobil Wells, it shall give Encana sixty (60) days notice prior to removing Encana as Operator.