

**COMPRESSOR STATION/PLANT SITE LEASE AND AGREEMENT  
(WPX 100 COMPRESSOR FACILITY SITE)**

**State:** Colorado  
**County:** Garfield  
**Lessor:** ExxonMobil Oil Corporation  
**Lessor's Address:** 16825 Northchase Drive, Suite 200  
Houston, Texas 77060  
**Lessee:** WPX Energy Rocky Mountain, LLC  
**Lessee's Address:** 1058 County Road 215  
Parachute, CO 81635  
**Effective Date:** May 6, 2013

In consideration of the rental provided below, to be paid by Lessee to Lessor, each named above, Lessor grants, leases, and lets to Lessee the tract of land (the "Lands") for the WPX100 Compressor Facility Site located in the county and state named above, and described as follows:

(See Exhibit "A" attached hereto and made a part hereof.)

This Compressor Station/Plant Site Lease and Agreement (the "Lease") shall be for a primary term of twenty (20) years (the "Primary Term") from the Effective Date stated above. With the execution of this Lease, Lessee has paid to Lessor the sum described in that certain Letter Agreement dated May 6, 2013 between Lessor and Lessee (the "Letter Agreement"), as rental compensation (the "Rental") for the full Primary Term of this Lease. At any time prior to the end of the Primary Term or prior to the end of each subsequent ten (10) year term, at the option of the Lessee, Lessee may extend this Lease for an additional term of ten (10) years by paying the Rental amount to Lessor as described in the Letter Agreement.. Payment for each successive ten (10) year period shall be due on or before the end of the preceding ten (10) year period.

Lessee agrees to furnish Lessor a recordable release of the rights granted under the terms of this Lease at the termination of this Lease.

As part of the consideration for this Lease, Lessee agrees to indemnify and hold Lessor harmless from any and all claims, demands, losses, judgments, causes of actions, fines, penalties, costs, including, but not limited to, attorneys' fees and costs of court, arising out of or connected with Lessee's operations on the Lands or Lessee's noncompliance with this Lease, all at Lessee's expense.

Lessee covenants and agrees to pay any taxes, which may be levied upon or assessed against structures, fixtures, or other equipment, which may be built or installed on the Lands by Lessee.

This is a surface lease only and shall not be construed to limit Lessor's right as the owner of minerals in and under the Lands.

Without restricting or limiting the general and exclusive rights, privileges, powers, purposes, and uses granted to Lessee, by the enumeration of the matters set out below, it is specifically agreed that the Lands leased pursuant to this Lease may be used, occupied, and enjoyed by Lessee for the following purposes:

Constructing, erecting, installing, operating, maintaining, inspecting, using, replacing, repairing, moving on and removing from the Lands a compressor station and/or gasoline plant and/or gas purifying, dehydrating, treating, and cleaning plant and all buildings, warehouses, garages, storage facilities, and structures of whatever kind, together with any machinery, engines, pumps, equipment, appliances, facilities, meters, pipes, regulators, fittings, gate valves, blow off valves, gate boxes, boilers, stills, heaters, drips, cooling towers, pipelines, telephone lines, electric transmission lines, and any other structure (collectively the "Facilities") as may be necessary, convenient, or desirable to Lessee in its operations in carrying on its business in which it is now engaged or may hereafter be engaged. Lessor agrees that Lessee may have non-exclusive use of the existing roads on Lessor's Lands shown on the attached Exhibit "A" for the purpose of accessing the Facilities, with the right of ingress and egress for such use and purposes at all times that is subject to the use of Lessor and to any agents, employees, contractors, servants, and assigns of Lessor.

Lessee is granted the right to lay, repair, and remove lines of pipe for water over adjacent lands of Lessor, and erect and maintain telephone lines and electric transmission lines, at a reasonable consideration or compensation to be paid to Lessor, with the right of ingress and egress for such use and purposes at all times. Notwithstanding the foregoing, the routes for such water pipelines, telephone lines, and electric transmission lines shall be subject to the prior written approval of Lessor. Lessee shall have the right to do and perform any act on Lessor's adjacent lands as may become necessary to protect Lessee's property in case of flood or fire, and to prevent the spread and loss of oil and other liquids.

Lessee warrants and agrees that it will comply with any and all laws, ordinances, orders, rules, regulations, standards, and licensing requirements of any State, Federal, municipal, or local authority or agency, now in force and effect or which may be passed, enacted, issued, revised, required, or later promulgated, incident to or arising out of or in any way connected with Lessee's utilization of the Lands or any activity conducted under, pursuant to, or by virtue of this Lease. Lessee agrees that it will not discharge, dump, bury or store for purposes of disposal, pollutants of any kind on the Lands or into or on any water on, adjacent to or in the area of the Lands, including, but not limited to, pollutants such as oil, chemicals, toxic substances or materials, hazardous wastes or hazardous substances, including pollutants as the same may be defined in any Federal, state or municipal laws, rules, regulations or ordinances.

Lessee has the right, upon the expiration of the Primary Term of this Lease, or any extension thereof, as the case may be, within six (6) months after that date to remove any and all buildings, fixtures, above or below ground pipelines, structures, and equipment, which it may have placed on the Lands, provided all rentals have been paid. If any such buildings, fixtures, above or below ground pipelines, structures, or equipment have not been removed within six (6) months after that same date, at Lessor's option Lessee shall (i) reimburse Lessor for Lessor's reasonable costs of destruction, removal, and cleanup of such buildings, fixtures, above or below ground pipelines, structures, and equipment, or (ii) convey all of Lessee's right, title, and interest to such buildings, fixtures, above or below ground pipelines, structures, and equipment to Lessor. Lessee agrees that upon the termination of this Lease for any reason, it will, if requested by Lessor, remove any or all structures, clean or remove any contaminated or polluted soils and surface or subsurface materials, level the surface of the Lands, and restore vegetation with species that are consistent with adjacent undisturbed areas, all at Lessee's sole cost and expense.

Notwithstanding anything herein contained to the contrary, the rights granted to Lessee herein shall be non-exclusive; Lessor shall have the continuing right to access the Lands and to use the property for any means, which do not interfere with Lessee's operations on the Lands.

This Lease is subject to all contracts, leases, liens, easements, and encumbrances or claims of title, which may affect the Lands, and nothing contained herein shall be construed as a covenant or warranty against the existence of any thereof.

The terms and provisions of this Lease shall extend to and be binding upon the parties, their respective heirs, successors, legal representatives, and third-party assigns; provided, however, no assignment by Lessee of the rights or obligations hereunder shall be made without Lessor's prior written consent, which shall not be unreasonably withheld. If Lessor consents to such assignment, it shall not be effective until Lessor has received an instrument or letter executed by Lessee and its assignee evidencing that such assignment has occurred and that such assignee has assumed all the obligations hereunder. Subject to the consent of the Lessor, which shall not be unreasonable withheld, Lessee shall have the right, in its sole discretion, to assign to any affiliate or subsidiary following written notice to Lessor of such proposed assignment.

The Lessor and Lessee have executed this Lease the day and year set forth in the Acknowledgements but effective as of the Effective Date set forth above.

Lessor:

Lessee:

**ExxonMobil Oil Corporation**

**WPX Energy Rocky Mountain, LLC**

By: 

By: 

Name: Diego R. Lorenzo  
Title: Agent and Attorney-In-Fact

Name: Bryan S. Holard  
Title: Attorney-In-Fact

JRA

LAW  
DCC

ACKNOWLEDGMENTS

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

Before me, a Notary Public, in and for said County and State aforesaid, I do hereby certify that Diego B. Lorenzo whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact of ExxonMobil Oil 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 6<sup>th</sup> day of May, 2013.

My Commission Expires: 3/23/15  
(SEAL)

Cynthia Worley  
Notary Public



STATE OF COLORADO )  
 )  
COUNTY OF GARFIELD )

Before me, a Notary Public, in and for said County and State aforesaid, I do hereby certify that Bryan S. Hotard whose name is subscribed to the foregoing instrument as Attorney-in-Fact of WPX Energy Rocky Mountain, LLC 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 30<sup>th</sup> day of January, 2013.

My Commission Expires: 3/5/2014  
(SEAL)

Traci Van Loan  
Notary Public

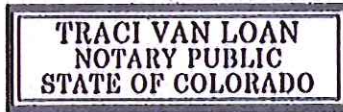


Exhibit "A"

Attached to and made a part hereof that certain COMPRESSOR STATION/PLANT SITE LEASE AND AGREEMENT (WPX 100 COMPRESSOR FACILITY SITE) dated this 6 day of MAY, 2013, by and between ExxonMobil Oil Corporation, Lessor, and WPX Energy Rocky Mountain, LLC, Lessee

