



SURFACE USE AGREEMENT

State: Colorado

see Amendment

County: Garfield

Surface Owners: ExxonMobil Oil Corporation

Surface Owners' Address: P.O.Box 2567, Houston, TX 77252-2567

Attention: Mr. Brent Patterson

Operator: Williams Production RMT Company

Operator's Address: 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, CO 80202

WHEREAS, ExxonMobil Oil Corporation is the surface owner (the "Surface Owner") of the lands shown on the attached Exhibit "A" (the "Lands") and described on said Exhibit "A" as "ExxonMobil Oil Corporation Surface Ownership" in the County and State named above;

WHEREAS, the Lands are located in Sections 26 and 35 of Township 6 South, Range 95 West, 6th P.M.

WHEREAS, by various oil and gas leases (the "Leases"), Williams Production RMT Company (the "Operator") is the owner of the right to explore for oil and gas beneath the Lands pursuant to the terms of said Leases and proposes to drill the wells (the "Wells") shown on the attached Exhibits "B1", "B2" and "C" as the "Proposed" Wells on the Lands for the production of oil or gas;

WHEREAS, the Surface Owner and the Operator have reviewed the proposed locations and the operations that will be involved in drilling the Wells and desire to enter into this Surface Use Agreement for the purpose of specifying that the Operator may use the surface estate of the Lands to conduct operations under the terms of the Leases to drill, equip and operate the Wells located on the Lands described above.

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. Operator may begin operations to drill the Wells any time prior to October 1, 2005, or any time thereafter as mutually agreed to by Surface Owner and Operator.
2. Surface Owner agrees with the location of the Wells shown on the attached Exhibits "B1", "B2" and "C" as the "Proposed" Wells.
3. The execution of this Surface Use Agreement shall not affect or otherwise alter the rights and obligations of Surface Owner or Operator under the Leases.

Please return to:

Ms. Annette Apperson
Williams Production RMT Company
1515 Arapahoe St., Twr 3, Suite 1000
Denver, CO 80202

*883
351*

4. Surface Owner agrees with the use of the described surface locations for the drilling, completion and operation of the Wells described herein. Surface Owner agrees that Operator may use the existing roads and may construct the proposed roads shown on the attached Exhibits "B1" and "B2" on the Lands for the purpose of accessing the locations described herein. Operator agrees that no existing road shall be widened nor new road shall be constructed to more than twenty-four feet (24') in width without the prior written consent of Surface Owner.
5. All flowlines shall be buried at least four feet (4') deep.
6. All areas which were disturbed by drilling operations and are not needed for production operations shall be interim reclaimed as close to their original condition as possible within six (6) months after the last well on a pad is completed. Reseeding of natural vegetation and fertilizing shall be performed in the fall immediately following interim reclamation of drilling operations, unless a different time is mutually agreed to by Surface Owner and Operator. As part of the interim reclamation Operator will recontour, fence and reseed around the wellhead location and access road to the wellhead location to the maximum degree such that only light traffic (pickup/four wheeler) will be used to access the wellheads. Production facilities will be located on a second pad (shown on the attached amended Exhibits "B1" and "B2") separate from the wellhead location.
7. When Operator submits applications, notices, plans, or reports related to drilling operations to the Colorado Oil and Gas Conservation Commission, county, public, or other regulatory agency, Operator will mail to Surface Owner copies of all such submissions.
8. This Agreement shall be construed as a covenant running with the Lands and shall be binding on any and all personal representatives, successors, and assigns of Surface Owner and Operator.
9. Notwithstanding anything herein to the contrary, in the event any applicable local, state, or federal rules, statutes, regulations, or ordinances ("Laws") impose more stringent standards upon Operator than those contained herein, Operator agrees to comply with such Laws.
10. Operator's representative shall notify Tony Pressler (970-285-1070), ExxonMobil Oil Corporation's surface lessee, of Operator's road, pipeline, and well site construction plans no sooner than three weeks and no later than one week prior to commencing construction of the location of the Wells.

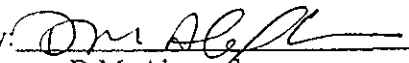
The parties hereto have executed this Surface Use Agreement this 23rd day of Sept., 2004

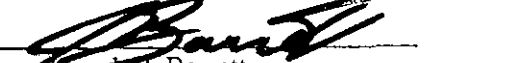
Surface Owner

Operator

ExxonMobil Oil Corporation

Williams Production RMT Company

By: 
Name: D.M. Alexander
Title: Agent and Attorney-In-Fact

By: 
Name: Joseph P. Barrett
Title: Attorney-In-Fact



664071 11/29/2004 03:55P B1642 P786 M ALSDORF
3 of 7 R 36.00 D 0.00 GARFIELD COUNTY CO

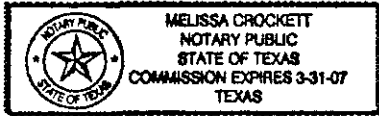
STATE OF Texas)
)
COUNTY OF Harris)

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that D.M. Alexander, whose name is subscribed to the foregoing instrument as Agent and Attorney-In-Fact of ExxonMobil Oil Corporation, a 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 7 day of September, 2004.

My Commission Expires: March 31, 2007
(SEAL)

Melinda Crockett
Notary Public



STATE OF COLORADO)
)
COUNTY OF DENVER)

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-In-Fact of Williams Production RMT Company, a 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 23 day of Sept., 2004

My Commission Expires: 5/21/07
(SEAL)

Patti E. Rives
Notary Public

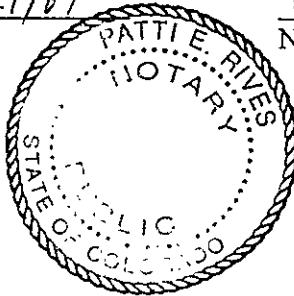
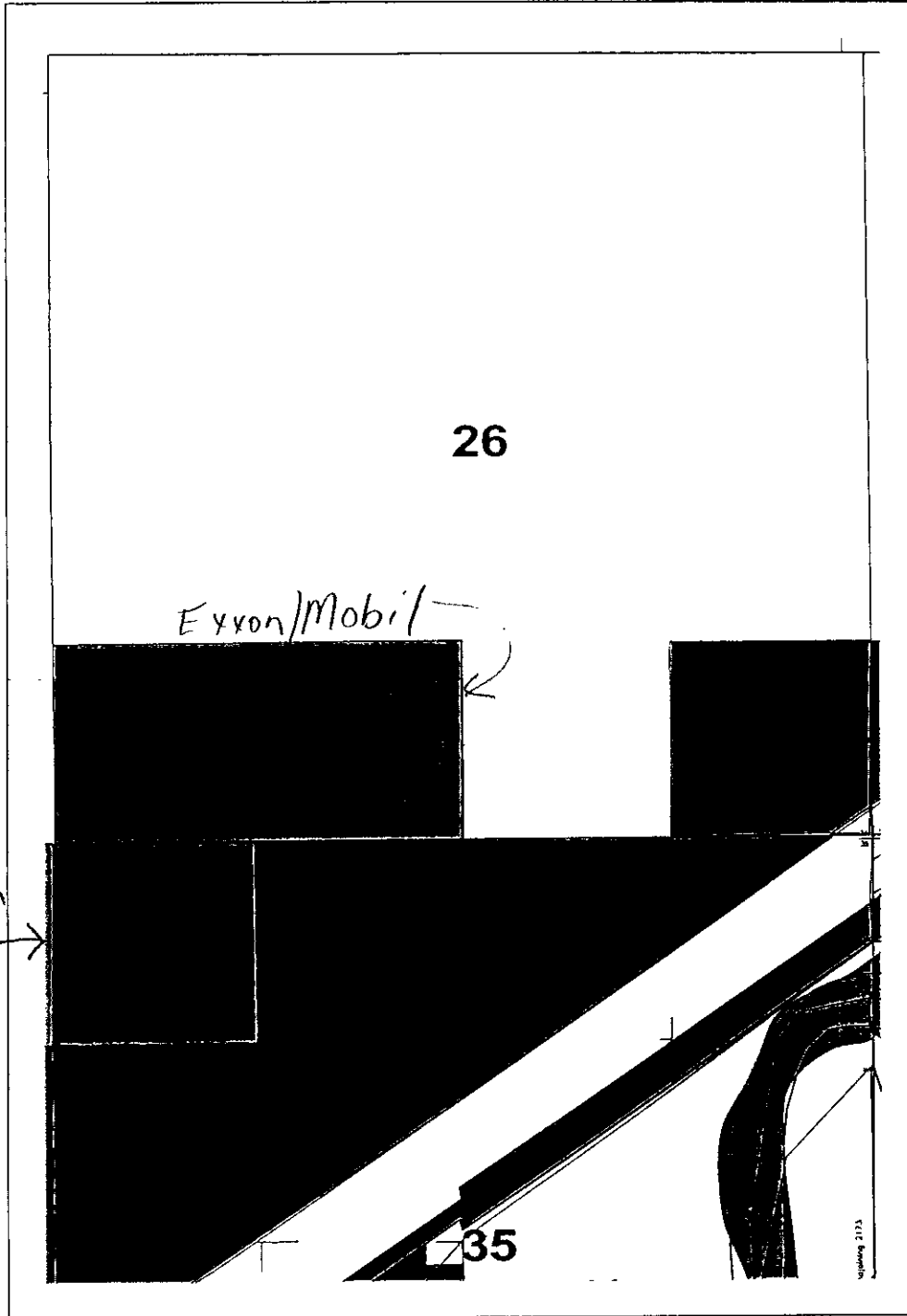


Exhibit "A"

Attached to and made a part of the Surface Use Agreement
dated Sept. 23, 2004, between
ExxonMobil Oil Corporation, Surface Owner, and
Williams Production RMT Company, Operator



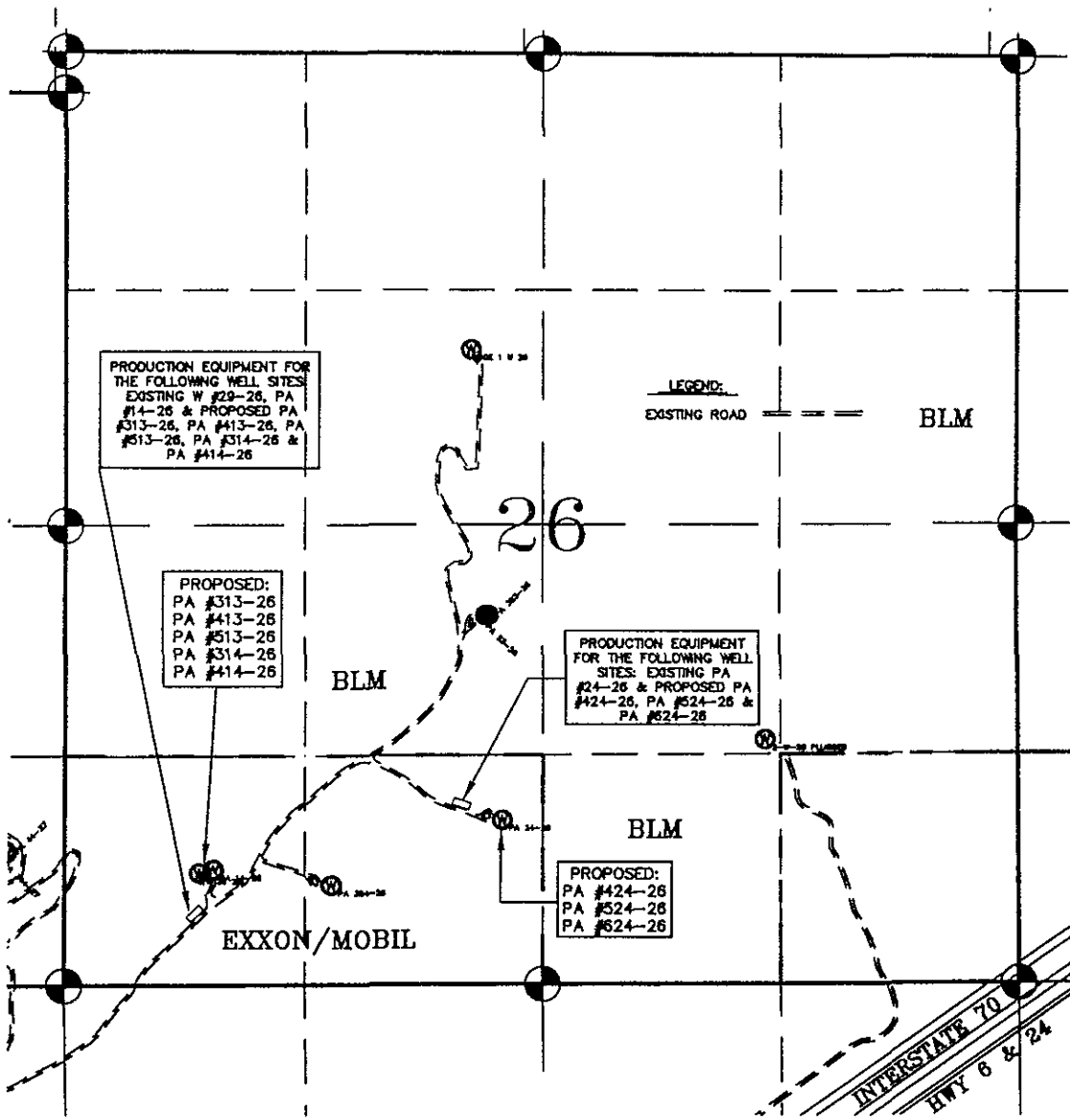
664071 11/29/2004 03:55P B1642 P787 M ALSDORF
4 of 7 R 36.00 D 0.00 GARFIELD COUNTY CO

Township 6 South, Range 95 West, 6th P.M.
Garfield County, Colorado



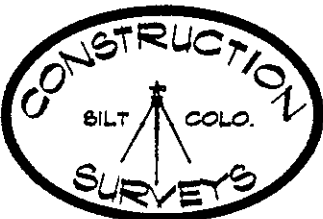
ExxonMobil Oil Corporation Surface Ownership

SECTION 26, T6S, R95W, 6TH PM
 COUNTY OF GARFIELD, STATE OF COLORADO



WILLIAMS PRODUCTION RMT
 PROPOSED WELLS IN SECTION 26

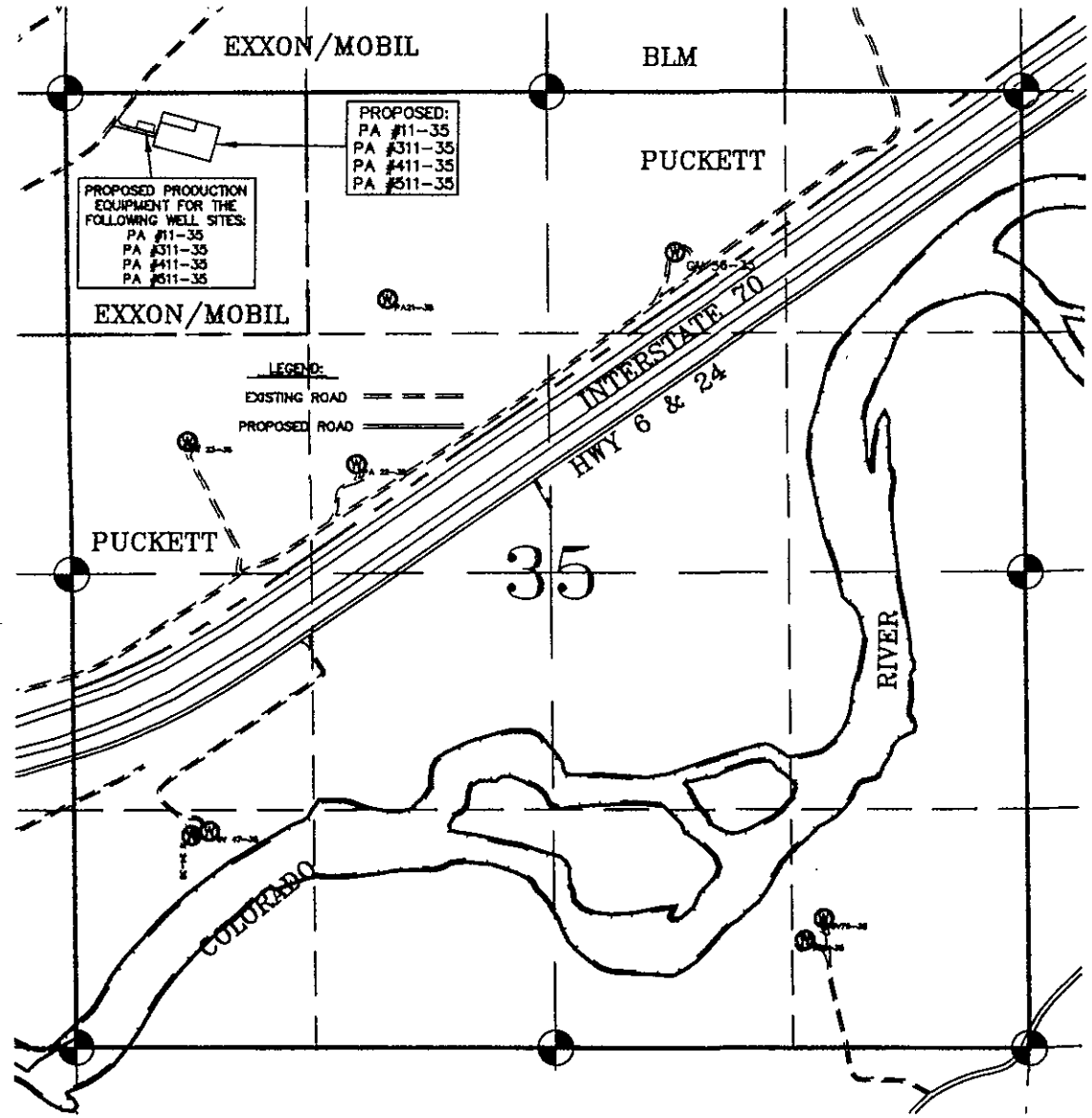
Exhibit "B1"
 Attached to the Surface Use Agreement dated Sept. 23, 2004, between ExxonMobil Oil Corporation, Surface Owner, and Williams Production RMT Company, Operator



CONSTRUCTION SURVEYS, INC.
 0012 SUNRISE BLYD.
 SILT, CO 81652
 (970)876-5753

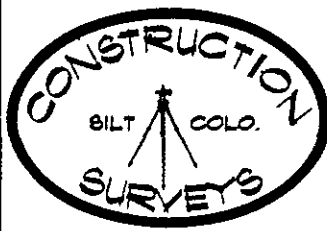
DATE: 08-05-04	DWG: BARRETT/ANNETTE_S26_SUA
SCALE: 1" = 1000'	SHEET: 1 OF 1

SECTION 35, T6S, R95W, 6TH PM
 COUNTY OF GARFIELD, STATE OF COLORADO



WILLIAMS PRODUCTION RMT
 PROPOSED WELLS IN SECTION 35

Exhibit "B2
 Attached to the Surface Use Agreement
 dated 5401 23, 2004, between
 ExxonMobil Oil Corporation, Surface Owner,
 and Williams Production RMT Company,
 Operator



CONSTRUCTION SURVEYS, INC.
 0012 SUNRISE BLVD.
 SILT, CO 81652
 (970)876-5753

DATE: 06-15-04	DWG: BARRETT/ANNETTE_S35_SUA
SCALE: 1" = 1000'	SHEET: 1 OF 1

EXHIBIT "C"

Attached to and made a part of the Surface Use Agreement
 dated Sept 23, 2004, between
 ExxonMobil Oil Corporation, Surface Owner, and
 Williams Production RMT Company, Operator

Proposed Wells	Surface Location	Name of Existing Well Pad where the New Well will be Located	Plat Available
863092 PA 424-26	SESW 26-T6S-R95W	PA 24-26	No
863653 PA 524-26	SESW 26-T6S-R95W	PA 24-26	No
863654 PA 624-26	SESW 26-T6S-R95W	PA 24-26	No
862816 PA 313-26	SWSW 26-T6S-R95W	PA 14-26	No
863649 PA 413-26	SWSW 26-T6S-R95W	PA 14-26	No
863652 PA 513-26	SWSW 26-T6S-R95W	PA 14-26	No
558556 PA 314-26	SWSW 26-T6S-R95W	PA 14-26	No
863650 PA 414-26	SWSW 26-T6S-R95W	PA 14-26	No
858100 PA 11-35	NWNW 35-T6S-R95W	New Location	Yes
861862 PA 311-35	NWNW 35-T6S-R95W	PA 11-35	Yes
861864 PA 411-35	NWNW 35-T6S-R95W	PA 11-35	Yes
861865 PA 511-35	NWNW 35-T6S-R95W	PA 11-35	Yes

For the
Prototype Pool

AMENDMENT OF SURFACE USE AGREEMENT

State: Colorado

County: Garfield

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, under the date of September 23, 2004, 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 1642, Page 784 of the official Records of the County and State named above; and,

WHEREAS, the Agreement provided for the use of the surface estate to drill, equip and operate the proposed wells ("Wells") to be located in Sections 26 and 35 of Township 6 South, Range 95 West, 6th P.M., and further described on the Agreement; and,

WHEREAS, it is the desire of the Parties to amend the Agreement by substituting the attached amended Exhibits "B1" and "C" in place of the original Exhibits "B1" and "C"; and,

WHEREAS, it is the desire of the Parties to amend the Agreement by extending the term of the Agreement.

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:

The Parties agree that the Agreement is hereby amended with the substitution of the attached amended Exhibits "B1" and "C".

Paragraph 1 of the Agreement shall be amended as follows:

1. Operator may begin operations to drill the Wells any time prior to October 1, 2006, or any time thereafter as mutually agreed to by Surface Owner and Operator.

The Parties agree to insert the attached Amended Exhibits "B1" and "C" in place of the original Exhibits "B1" and "C" and to extend the term of the Agreement. All other terms and conditions of the Agreement remain unaltered and are in full force and effect as of the date hereof.

This Amendment of Surface Use Agreement shall be binding on any and all successors and assigns of the Parties.

Please return to:
Ms. Annette Apperson
Williams Production RMT Company
1515 Arapahoe St., Twr 3, Suite 1000
Denver, CO 80202

883
21
4

SECOND AMENDMENT OF SURFACE USE AGREEMENT

State: Colorado

County: Garfield

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, under the date of September 23, 2004, ExxonMobil Oil Corporation ("Surface Owner") and Williams Production RMT Company ("Operator") did execute a Surface Use Agreement (the "Agreement") recorded in Book 1642, Page 784 of the official Records of the County and State named above; and,

WHEREAS, under the date of May 13, 2005, ExxonMobil Oil Corporation ("Surface Owner") and Williams Production RMT Company ("Operator") did execute an Amendment of Surface Use Agreement (the "Amendment") recorded in Book 1706, Page 857 of the official Records of the County and State named above; and,

WHEREAS, the Agreement provided for the use of the surface estate to drill, equip and operate the proposed wells ("Wells") to be located in Sections 26 and 35 of Township 6 South, Range 95 West, 6th P.M., and further described on the Agreement; and,

WHEREAS, the Amendment provided for (1) the Operator to begin operations to drill the Wells any time prior to October 1, 2006 or any time thereafter as mutually agreed to by Surface Owner and Operator; and (2) the insertion of the Amended Exhibits "B1" and "C"; and,

WHEREAS, in order to provide for a secondary access road, it is the desire of the Surface Owner and Operator (collectively called the "Parties") to amend the Agreement and Amendment, by substituting the attached amended Exhibit "B1" in place of the Exhibit "B1" of the Agreement and Amendment.

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:

The Parties agree to insert the attached amended Exhibit "B1" in place of the original and amended Exhibit "B1" to provide for a secondary access road shown on the attached Exhibit "B1" as the "proposed road." All other terms and conditions of the Agreement and the Amendment remain unaltered and are in full force and effect as of the date hereof.

This Second Amendment of Surface Use Agreement shall be binding on any and all successors and assigns of the Parties.

Please return to:
Ms. Annette Apperson
Williams Production RMT Company
1515 Arapahoe St., Twr 3, Suite 1000
Denver, CO 80202

883
17

The Parties hereto have executed this Second Amendment of Surface Use Agreement this 3 day of January, 2006.

Surface Owner

Operator

ExxonMobil Oil Corporation

Williams Production RMT Company

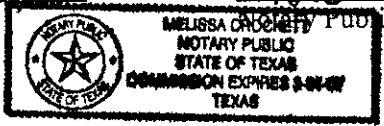
By: [Signature]
Anthony J. Tavano *RMT*
Title: Agent and Attorney-In-Fact

By: [Signature]
Joseph P. Barrett
Title: Attorney-In-Fact *aka*

STATE OF TEXAS) **LAW**
) *RMT*
COUNTY OF HARRIS)

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Anthony J. Tavano, whose name is subscribed to the foregoing instrument as Agent and Attorney-In-Fact of Exxon Mobil Oil Corporation, a corporation, appeared before me this day in person and acknowledged that executed said instrument as 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.

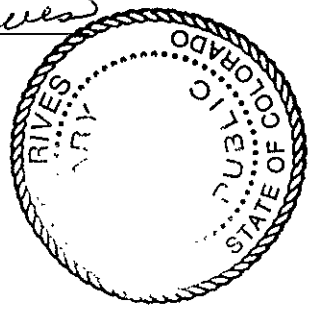
Given under my hand and Notarial Seal this 20 day of December, 2005.
My Commission Expires: March 31, 2007 [Signature]
(SEAL)



STATE OF COLORADO)
)
COUNTY OF DENVER)

Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-In-Fact of Williams Production RMT Company, a 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.

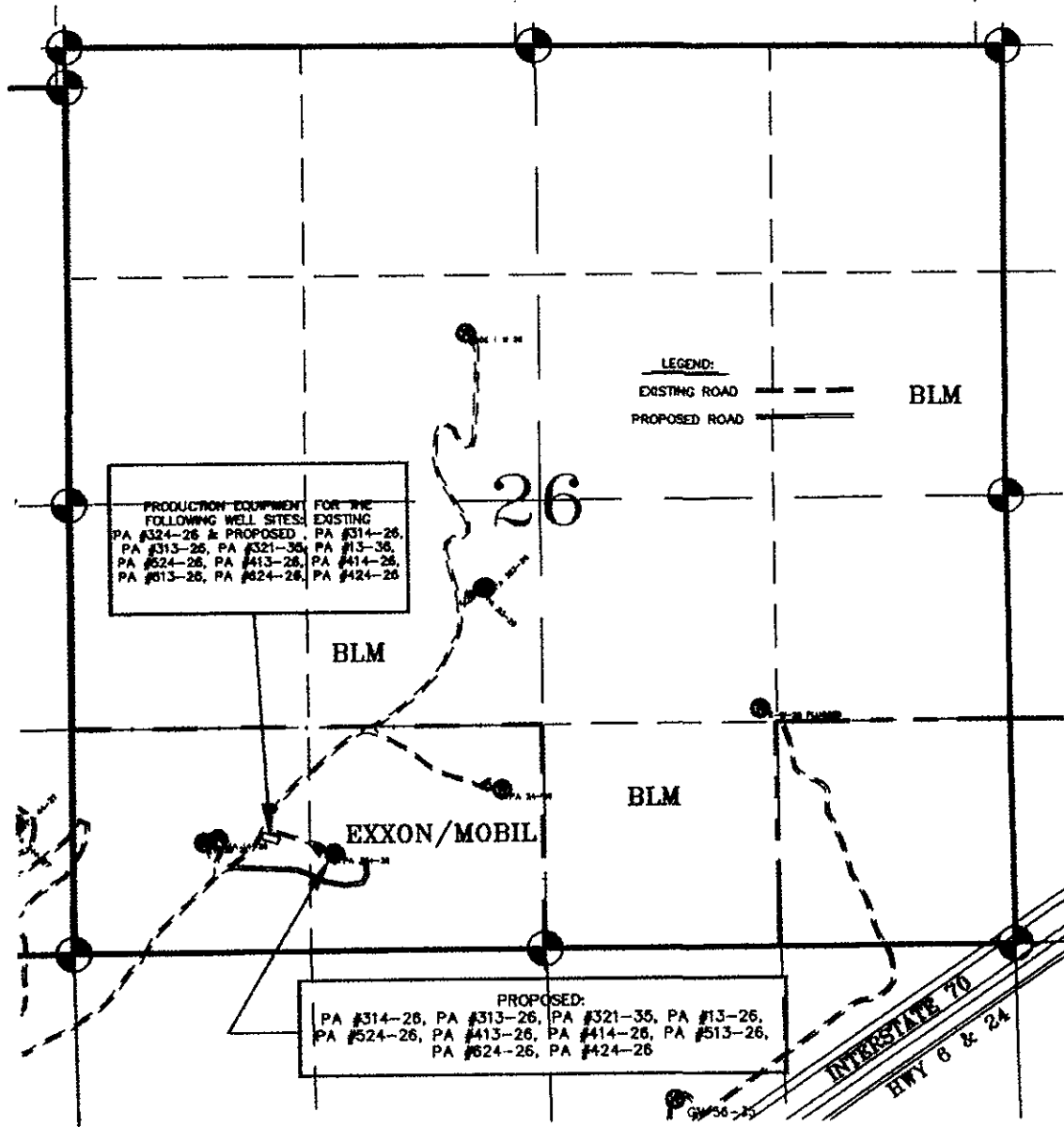
Given under my hand and Notarial Seal this 3rd day of January, 2006.
My Commission Expires: 5/21/07 [Signature]
(SEAL) Notary Public





692256 02/13/2006 02:02P B1771 P842 M ALSDORF
 3 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

SECTION 26, T6S, R95W, 6TH PM
 COUNTY OF GARFIELD, STATE OF COLORADO



WILLIAMS PRODUCTION RMT
 PROPOSED WELLS IN SECTION 26

Exhibit "B1"
 Attached to the Second Amendment of Surface
 Use Agreement dated January 3, 2006
 between ExxonMobil Oil Corporation,
 Surface Owner, and Williams Production
 RMT Company, Operator



CONSTRUCTION SURVEYS, INC.
 0012 SUNRISE BLVD.
 SILT, CO 81652
 (970)876-5753

DATE: 12-15-05	DWC: BARRETT/ANNETTE_S26_SJA
SCALE: 1" = 1000'	SHEET: 1 OF 1

The Parties hereto have executed this Amendment of Surface Use Agreement this 13 day of May, 2005.

Surface Owner

ExxonMobil Oil Corporation

By: [Signature]
Anthony J. Tavano
Title: Agent and Attorney-In-Fact

LAW
JMK
RMT

Operator

Williams Production RMT Company

By: [Signature]
Joseph P. Barrett
Title: Attorney-In-Fact *ala*

STATE OF TEXAS)
COUNTY OF HARRIS)

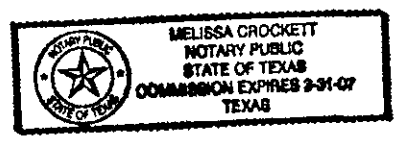
Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Anthony J. Tavano, whose name is subscribed to the foregoing instrument as Agent and Attorney-In-Fact of ExxonMobil Oil Corporation, a corporation, appeared before me this day in person and acknowledged that 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 18th day of May, 2005.

My Commission Expires: March 31, 2007
(SEAL)

[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF DENVER)

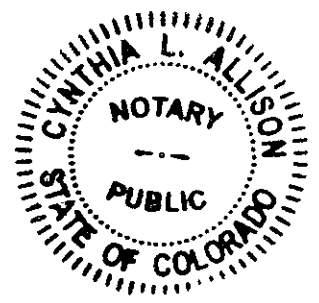


Before me, a Notary Public, in and for said County and State aforesaid, do hereby certify that Joseph P. Barrett, whose name is subscribed to the foregoing instrument as Attorney-In-Fact of Williams Production RMT Company, a corporation, appeared before me this day in person and acknowledged that he 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.

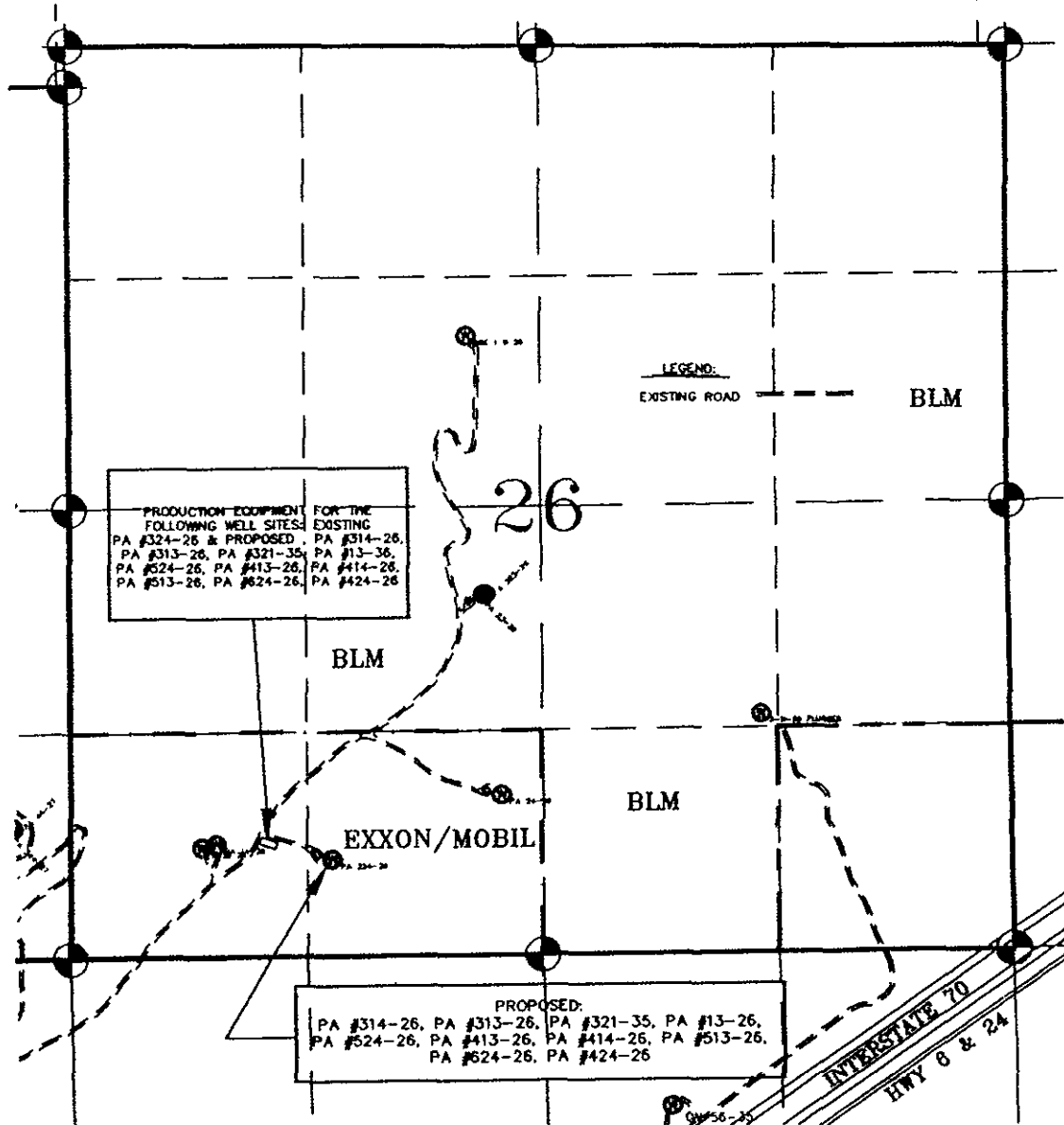
Given under my hand and Notarial Seal this 13th day of May, 2005.

My Commission Expires: 7-31-06
(SEAL)

[Signature]
Notary Public

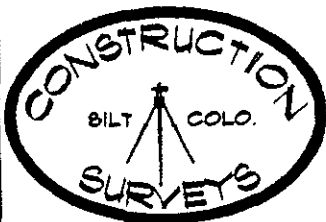


SECTION 26, T6S, R95W, 6TH PM
 COUNTY OF GARFIELD, STATE OF COLORADO



WILLIAMS PRODUCTION RMT
 PROPOSED WELLS IN SECTION 26

Exhibit "B1"
 Attached to the Amendment of Surface Use
 Agreement dated May 13, 2005,
 between ExxonMobil Oil Corporation,
 Surface Owner, and
 Williams Production RMT Company, Operator



CONSTRUCTION SURVEYS, INC.
 0012 SUNRISE BLVD.
 SILT, CO 81652
 (970)876-5753

DATE: 05-12-05	DWG. BARRETT/ANNETTE_S26_SUA
SCALE: 1" = 1000'	SHEET: 1 OF 1

EXHIBIT "C"

Attached to and made a part of the Amendment of Surface Use Agreement
 dated May 13, 2005, between
 ExxonMobil Oil Corporation, Surface Owner, and
 Williams Production RMT Company, Operator

Proposed Wells	Surface Location	Name of Existing Well Pad where the New Well will be Located	Plat Available
804017 PA 13-26	SESW 26-T6S-R95W	PA 324-26	No
802810 PA 313-26	SESW 26-T6S-R95W	PA 324-26	No
803049 PA 413-26	SESW 26-T6S-R95W	PA 324-26	No
803052 PA 513-26	SESW 26-T6S-R95W	PA 324-26	No
858345 PA 314-26	SESW 26-T6S-R95W	PA 324-26	No
803050 PA 414-26	SESW 26-T6S-R95W	PA 324-26	No
803097 PA 424-26	SESW 26-T6S-R95W	PA 324-26	No
803053 PA 524-26	SESW 26-T6S-R95W	PA 324-26	No
803054 PA 624-26	SESW 26-T6S-R95W	PA 324-26	No
804210 PA 321-35	SESW 26-T6S-R95W	PA 324-26	No
858100 PA 11-35	NWNW 35-T6S-R95W	Drilled	Yes
801202 PA 311-35	NWNW 35-T6S-R95W	Drilled	Yes
801204 PA 411-35	NWNW 35-T6S-R95W	Drilled	Yes
801805 PA 511-35	NWNW 35-T6S-R95W	Drilled	Yes