

**REINSTATEMENT AND FIFTH AMENDMENT
OF SURFACE USE AGREEMENT**

State: Colorado

County: Garfield

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, under the date of October 28, 2003, ExxonMobil Oil Corporation and Exxon Mobil Corporation (collectively, "Surface Owner") and Williams Production RMT Company did execute a Surface Use Agreement, which is recorded at Reception #643002, Book 1546, Page 742 in the official records of the State and County named above; and,

WHEREAS, under the date January 27, 2004, Surface Owner and Williams Production RMT Company did execute an Amendment of Surface Use Agreement, which is recorded at Reception #646199, Book 1559, Page 731 in the official records of the State and County named above; and,

WHEREAS, under the date February 24, 2005, Surface Owner and Williams Production RMT Company did execute a Second Amendment of Surface Use Agreement, which is recorded at Reception #670534, Book 1671, Page 468 in the official records of the State and County named above; and,

WHEREAS, under the date October 27, 2005, Surface Owner and Williams Production RMT Company did execute a Third Amendment of Surface Use Agreement, which is recorded at Reception #688246, Book 1754, Page 428 in the official records of the State and County named above; and,

WHEREAS, under the date October 24, 2006, Surface Owner and Williams Production RMT Company did execute a Fourth Amendment of Surface Use Agreement, which is recorded at Reception #714443, Book 1879, Page 899 in the official records of the State and County named above; and,

WHEREAS, said Surface Use Agreement, as amended by the above described amendments shall hereinafter be referred to as the "Agreement"; and,

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

WHEREAS, Williams Production RMT Company LLC is now known as WPX Energy Rocky Mountain, LLC, as set forth in a document recorded at Reception #814004 in the official records of the State and County named above ("Operator", Surface Owner and Operator being hereinafter referred to as "Parties"); and,

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 Paragraph 1 of the Agreement is amended to read as follows:

1. Operator may begin operations to drill the Wells any time prior to December 31, 2019, or any time thereafter as mutually agreed to by Surface Owner and Operator.

The Parties further agree that the Agreement is amended with the insertion of the attached amended Exhibit "C".

All other terms and conditions of the Agreement shall remain unaltered and shall be in full force and effect as of the date hereof.

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

The Parties hereto have executed this Reinstatement and Fifth Amendment of Surface Use Agreement this 27th day of August, 2014.

Surface Owner

Operator

**XTO Energy Inc. as Attorney-in-Fact for
Exxon Mobil Corporation and ExxonMobil
Oil Corporation**

WPX Energy Rocky Mountain, LLC

By: Edwin S. Ryan, Jr.
Edwin S. Ryan, Jr.
Sr. Vice President

PRK
CST

By: Bryan S. Hotard
Bryan S. Hotard
Attorney-In-Fact

ACKNOWLEDGMENTS

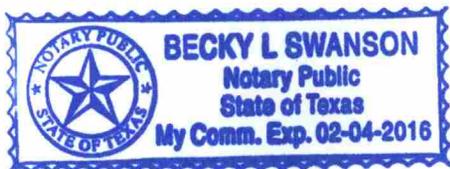
STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me, a Notary Public, in and for said County and State aforesaid, I do hereby certify that Edwin S. Ryan, Jr. whose name is subscribed to the foregoing instrument as Sr. Vice President of **XTO Energy Inc.** 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 27th day of August, 2014.

My Commission Expires: 02-04-2016
(SEAL)

Becky L. Swanson
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 2nd day of October, 2014.

My Commission Expires: 09-11-2018
(SEAL)

Lindsey Ellsworth
Notary Public



After Recordation Please Return To:
WPX Energy Rocky Mountain, LLC
Attn: Land Dept.
PO Box 370
Parachute, CO 81635

Exhibit "C"

Attached to and made part of that certain Fifth Amendment of
 Surface Use Agreement dated 27th day of August, 2014, by and between
 XTO Energy Inc. as Attorney-in-Fact for Exxon Mobil Corporation and ExxonMobil
 Oil Corporation, Surface Owner, and WPX Energy Rocky Mountain, LLC, Operator

Well	Status	Surface Location	Name of Existing Well Pad	Plat Available
PA 42-32	Drilled	SENE 32-T6S-R95W	PA 42-32	Yes
PA 342-32	Drilled	SENE 32-T6S-R95W	PA 42-32	Yes
PA 442-32	Drilled	SENE 32-T6S-R95W	PA 42-32	Yes
PA 542-32	Drilled	SENE 32-T6S-R95W	PA 42-32	Yes
PA 443-32	Drilled	NESE 32-T6S-R95W	PA 43-32	Yes
PA 423-32	Drilled	NESW 32-T6S-R95W	PA 323-32	Yes
PA 523-32	Drilled	NESW 32-T6S-R95W	PA 323-32	Yes
PA 414-32	Drilled	SWSW 32-T6S-R95W	PA 314-32	Yes
PA 514-32	Drilled	SWSW 32-T6S-R95W	PA 314-32	Yes
PA 434-32	Drilled	SWSE 32-T6S-R95W	PA 334-32	Yes
PA 534-32	Drilled	SWSE 32-T6S-R95W	PA 334-32	Yes
PA 31-5	Drilled	SWSE 32-T6S-R95W	PA 334-32	Yes
PA 331-5	Drilled	SWSE 32-T6S-R95W	PA 334-32	Yes
PA 431-5	Drilled	SWSE 32-T6S-R95W	PA 334-32	Yes
PA 413-32	Drilled	NWSW 32-T6S-R95W	PA 13-32	Yes
PA 701-32-HN1	Proposed Well	NWSW 32-T6S-R95W	PA 13-32	Yes
PA 614-32	Drilled	SWSW 32-T6S-R95W	PA 14-32	Yes
PA 424-32	Drilled	SESW 32-T6S-R95W	PA 324-32	Yes
PA 524-32	Drilled	SESW 32-T6S-R95W	PA 324-32	Yes
PA 333-32	Drilled	NWSE 32-T6S-R95W	PA 33-32	Yes
PA 433-32	Drilled	NWSE 32-T6S-R95W	PA 33-32	Yes
PA 533-32	Drilled	NWSE 32-T6S-R95W	PA 33-32	Yes
PA 732-21-32-HN1	Proposed Well	SESW 32-T6S-R95W	PA 24-32	No
PA 732-31-32-HN1	Proposed Well	SESW 32-T6S-R95W	PA 24-32	No
PA 732-24-5-HN1	Proposed Well	SESW 32-T6S-R95W	PA 24-32	No
PA 732-34-5-HN1	Proposed Well	SESW 32-T6S-R95W	PA 24-32	No