

**AMENDMENT TO WHITTIER MAIN 2008
MINERAL EXTRACTION OIL, GAS AND MINERAL LEASE**

This Amendment is entered into effective this 12th day of April, 2011 by and between the City of Whittier, a charter municipality of the State of California (hereinafter called "Lessor") and Matrix Oil Corporation, a California corporation (as to an undivided 25%) and Clayton Williams Energy, Inc., a Delaware corporation (as to an undivided 75%) (hereinafter collectively called "Lessee") in consideration of the covenants hereinafter set forth.

RECITALS:

- A. Reference is made to that certain Oil, Gas and Mineral Lease dated October 28, 2008 by and between Lessor and Lessee (the "Lease").
- B. Lessor and Lessee desire to amend the Lease in the manner hereinafter set forth.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Paragraph 1 of the Lease is hereby amended so as to delete the word and figure "three (3)" and insert in lieu thereof the word and figure "six (6)".
2. Paragraph 2.1 of the Lease is hereby amended to read as follows:

"2.1 **Rental.** Lessee has paid to Lessor rental in full hereunder for the first 12 months of the term hereof. If Lessee has not commenced drilling operations on the leased land or terminated this Lease within that time, Lessee, commencing on the earlier to occur of (i) the expiration thereof or (ii) Lessee's entry on the leased land to commence operations pursuant to any Conditional Use Permit which may be issued therefore by the City of Whittier shall pay or tender to Lessor in advance, as rental for the next two (2) years of the primary term hereof the sum of One Hundred Forty Dollars (\$140.00) per acre for so much of the said land as may then still be held under this Lease at the time of payment, which payment or tender shall operate as rental and as consideration for deferring the commencement of drilling operations for a period of two (2) years from the expiration of that period for which an advance rental has been paid. Lessee may pay or tender to Lessor on or before each of the third, fourth and fifth anniversaries hereof the sum of Seventy Dollars (\$70.00) per acre for so much of said land as may then still be held under this Lease at the time of payment, which payment or tender shall operate as rental in advance and as consideration for deferring the commencement of drilling operations for the then next ensuing year of the term hereof, unless, before any such anniversary hereof, Lessee has quitclaimed this Lease or has theretofore commenced drilling operations on the leased land, or obtained production in paying quantities therefrom. The commencement of drilling operations may then be deferred for up to but not beyond the paid-up Primary Term hereof.

3. The Lease remains in full force and effect and unmodified except as expressly amended herein.

4. This Amendment may be executed in multiple counterparts, all of which, taken together shall constitute one single Amendment to the Lease.

LESSEE:

MATRIX OIL CORPORATION

By: Michael McCasky Vice President
Signature (title) Secretary

Michael McCasky
Printed Name

CLAYTON WILLIAMS ENERGY, INC.

By: T. Mark Tisdale Vice President
Signature (title)

T. Mark Tisdale
Printed Name

LESSOR:

CITY OF WHITTIER

By: Stephen W. Helvey
Signature
Stephen W. Helvey, City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Date: 4-11-11