

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REENTER

5. Lease Serial No.
BIA-EDA-2OG0005608

6. If Indian, Allottee or Tribe Name
ute Indian Tribe

1a. Type of work: DRILL REENTER

1b. Type of Well: Oil Well Gas Well Other Single Zone Multiple Zone

7. If Unit or CA Agreement, Name and No.
N/A

8. Lease Name and Well No.
14-21-36 BTR

2. Name of Operator Bill Barrett Corporation

9. API Well No.
Pending 43013-34131

3a. Address 1099 18th Street, Suite 2300, Denver, CO
80202

3b. Phone No. (include area code)
(303) 312-8546

10. Field and Pool, or Exploratory
~~Attachment~~ Cedar Rim

4. Location of Well (Report location clearly and in accordance with any State requirements.)*
At surface 1405' FSL x 2285' FWL, Sec. 21, T3S, R6W
At proposed prod. zone 1405' FSL x 2285' FWL, Sec. 21, T3S, R6W

11. Sec., T. R. M. or Blk and Survey or Area
Sec. 21, T3S, R6W U.S.B.&M.
NESW

14. Distance in miles and direction from nearest town or post office*
Approximately 12.65 miles northwest of Duchesne, UT

12. County or Parish
Duchesne

13. State
UT

15. Distance from proposed* location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any)
1405' FSL

16. No. of acres in lease
N/A

17. Spacing Unit dedicated to this well
640

18. Distance from proposed location* to nearest well, drilling, completed, applied for, on this lease, ft.
1,200' abandoned oil well

19. Proposed Depth
9,798'

20. BLM/BIA Bond No. on file
Nationwide Bond # WYB000040

21. Elevations (Show whether DF, KDB, RT, GL, etc.)
6124' Ungraded Ground

22. Approximate date work will start*
03/01/2009

23. Estimated duration
45 days

24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No.1, must be attached to this form:

- 1. Well plat certified by a registered surveyor.
- 2. A Drilling Plan.
- 3. A Surface Use Plan (if the location is on National Forest System Lands, the SUPO must be filed with the appropriate Forest Service Office).
- 4. Bond to cover the operations unless covered by an existing bond on file (see Item 20 above).
- 5. Operator certification
- 6. Such other site specific information and/or plans as may be required by the BLM.

25. Signature *Reed Haddock* Name (Printed/Typed) Reed Haddock Date 11/07/2008

Title Permit Analyst

Approved by (Signature) *Bradley G. Hill* Name (Printed/Typed) BRADLEY G. HILL Date 05-03-10

Title Office ENVIRONMENTAL MANAGER

Application approval does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.
Conditions of approval, if any, are attached.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

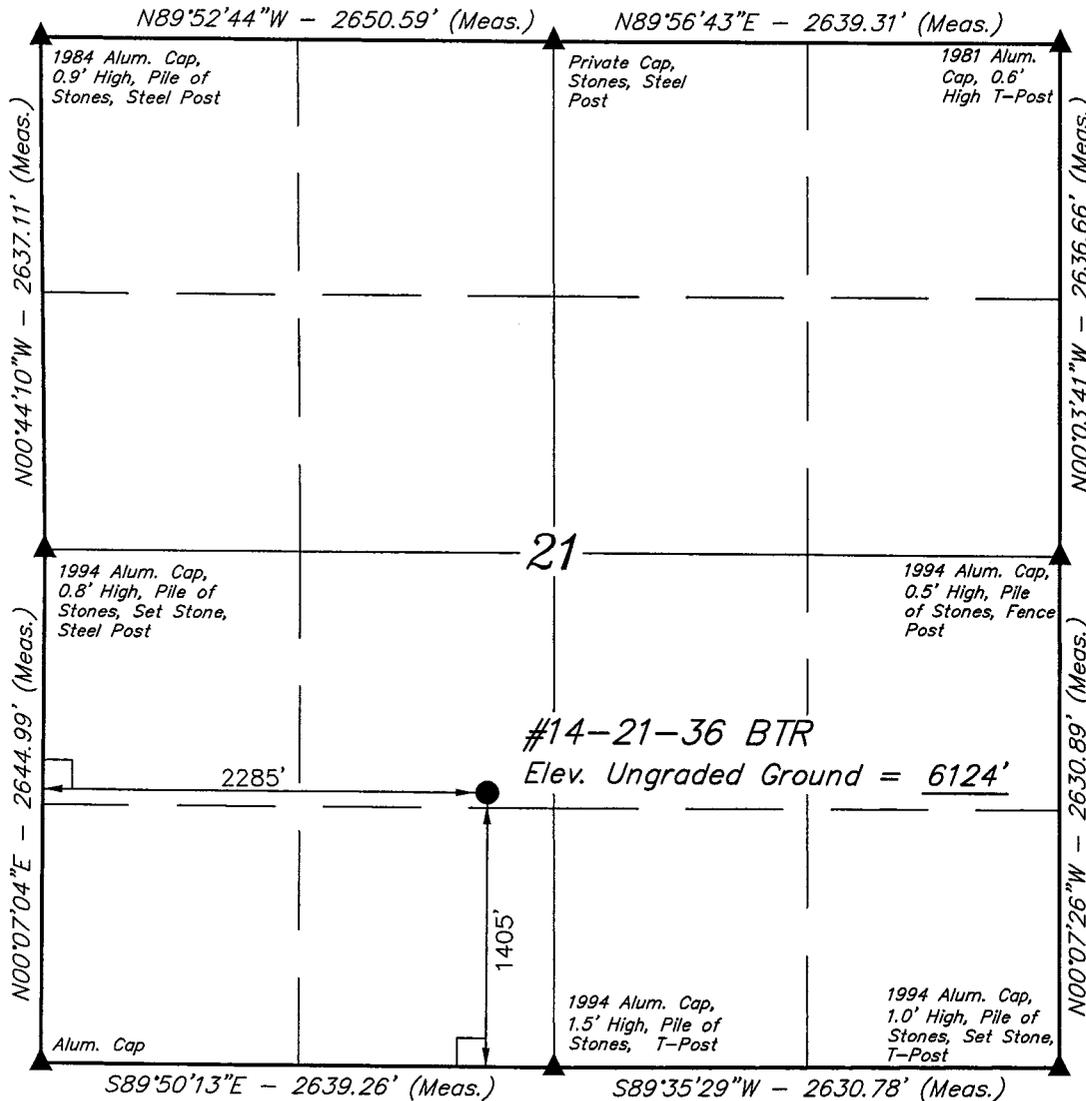
*(Instructions on page 2)

536700X
4450041Y
40.201866
-110.568794

Federal Approval of this
Action is Necessary

RECEIVED
NOV 12 2008
DIV. OF OIL, GAS & MINING

T3S, R6W, U.S.B.&M.

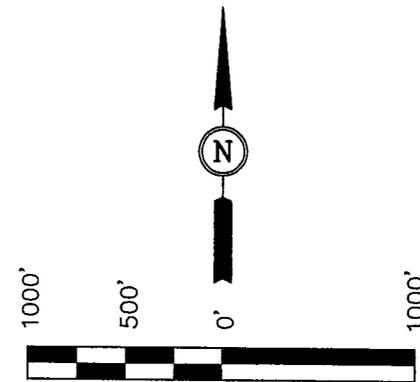


BILL BARRETT CORPORATION

Well location, #14-21-36 BTR, located as shown in the NE 1/4 SW 1/4 of Section 21, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

BASIS OF ELEVATION

SPOT ELEVATION AT A ROAD INTERSECTION LOCATED IN THE NW 1/4 OF SECTION 36, T3S, R6W, U.S.B.&M. TAKEN FROM THE RABBIT GULCH QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5904 FEET.



SCALE

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE UNDER MY SUPERVISION AND THAT THE SAME ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



BASIS OF BEARINGS
BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

(NAD 83)
 LATITUDE = 40°12'06.56" (40.201822)
 LONGITUDE = 110°34'10.28" (110.569522)
 (NAD 27)
 LATITUDE = 40°12'06.72" (40.201867)
 LONGITUDE = 110°34'07.71" (110.568808)

LEGEND:

- └─┘ = 90° SYMBOL
- = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.

UINTAH ENGINEERING & SURVEYING
 85 SOUTH 200 EAST - VERNAL, UTAH 84078
 (435) 789-1017

SCALE 1" = 1000'	DATE SURVEYED: 09-30-08	DATE DRAWN: 10-21-08
PARTY D.R. D.S. C.H.	REFERENCES G.L.O. PLAT	
WEATHER WARM	FILE BILL BARRETT CORPORATION	

**EASEMENT LEASE AGREEMENT
BILL BARRETT CORPORATION
FOR WELLSITES #4-26-36 BTR, #16-21-36 BTR, #14-21-36 BTR, #7-16-36 BTR
and their Supporting Roads and Pipelines
RABBIT GULCH UNIT of the TABBY MOUNTAIN WILDLIFE MANAGEMENT
AREA**

UDWR Easement Lease No. DUC-0910EA-055

THIS NON-EXCLUSIVE EASEMENT LEASE AGREEMENT ("Agreement") is made by and between the **Utah Division of Wildlife Resources** whose address is 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301 (hereafter "**Surface Owner**") and **Bill Barrett Corporation**, whose address is 1099 18th Street, Suite 2300, Denver, Colorado 80202 (hereafter "**BBC**"). Surface Owner and BBC are collectively referred to as "**the Parties**". "Easement Lease" means the lease of an easement or right-of-way, for which the purpose, specific use, rights granted, location, term, fees, and other conditions are set forth herein.

EXHIBITS

- A.1 **Legal Description of Wellsite #4-26-36 BTR Surface Use Area, Access Road and Pipeline Corridor**
- A.2 **Depiction of Wellsite #4-26-36-BTR Surface Use Area, Access Road and Pipeline**
- B.1 **Legal Description of Wellsite #16-21-36 BTR Surface Use Area, Access Road and Pipeline**
- B.2 **Depiction of Wellsite #16-21-36 BTR Surface Use Area, Access Road and Pipeline**
- C.1 **Legal Description of Wellsite #14-21-36 BTR Surface Use Area, Access Road and Pipeline**
- C.2 **Depiction of Wellsite #14-21-36 BTR Surface Use Area and Access Road**
- C.3 **Depiction of Pipeline for Wellsite #14-21-36 BTR**
- D.1 **Legal Description of Wellsite #7-16-36- BTR Surface Use Area, and Access Road**
- D.2 **Depiction of Wellsite #7-16-36- BTR Surface Use Area, and Access Road**
- D.3 **Legal Description of Pipeline for Wellsite #7-16-36- BTR**
- D.4 **Depiction of Pipeline for Wellsite #7-16-36- BTR**
- E **Surface Use Plan**
- F **Reclamation Bond #LPM8986618 Fidelity and Deposit Company of Maryland**
- G **Cooperative Agreement, Mitigation Related to Oil and Gas Field Development on the Rabbit Gulch Wildlife Management Area**

SECTION 1 GRANT AND LOCATION OF EASEMENT

- 1.1 **Burdened Property.** Surface Owner owns certain real property known to Surface Owner as the Rabbit Gulch Unit of the Tabby Mountain Wildlife Management Area ("WMA"). Surface Owner represents that its purposes and uses of owning said WMA is to provide important habitat for wildlife, and to provide wildlife-based recreation for the general public. Surface Owner grants and conveys to BBC a nonexclusive easement lease ("**Easement**") for four wellsites ("**Wellsites**" or "**Surface Use Areas**") and pipelines and access roads associated with those wellsites. The legal descriptions of the road and pipeline centerlines, and of the wellsites, whichever the case may be, of the portions of the WMA to which BBC is hereby granted an Easement are set forth in Exhibits A.1, B.1, C.1, D.1, and D.3, said property hereafter referred to as "**Burdened Property**" and approximately depicted in Exhibits A.2, B.2, C.2, C.3, D.2, and D.4. BBC shall have a 50-foot wide easement, 25 feet on either side of the pipeline centerlines described respectively in Exhibits A.1, B.1, C.1, and D.3 during the construction of the respective

to the Burdened Property. BBC shall have no claim for damages or refund against Surface Owner for any claimed failure or deficiency of Surface Owner's title to said lands, or for interference by any third party.

- 1.3 **Surveys, Maps, and Plans.** In executing this Agreement, Surface Owner is relying upon the surveys, plats, diagrams, and/or legal descriptions provided by BBC. BBC is not relying upon, and Surface Owner is not making any representations about, any surveys, plats, diagrams, and/or legal descriptions provided by Surface Owner.
- 1.4 **Headings.** The Headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

SECTION 2 PURPOSE AND SCOPE OF EASEMENT

- 2.1 **Purpose.** This Easement is granted for the purpose of ingress and egress for the construction, installation, operation, maintenance, repair, and replacement as necessary of drill pads, pipelines, and access roads, subject to and in accordance with the restrictions and conditions set forth herein, in support of BBC's oil and gas operations on the Burdened Property, and for no other purpose. BBC agrees that it shall not remove from Surface Owner's property ordinary sand and gravel or wood products of any kind without the appropriate permit or other written authorization from Surface Owner. Any unauthorized use of the Burdened Property shall be considered a material breach of this Agreement.
- 2.2 **Number and Kind of Infrastructure.** Under this Agreement, BBC shall have the right to construct, maintain and repair three (3) buried pipelines, not to exceed Twenty-Five (25) inches in diameter, per Wellsite, in the pipeline easement corridors described in Exhibits A.1, B.1, C.1, and D.3.
- No other difference in the number, kind, or size of permanent structures to be constructed on the Burdened Property shall be allowed from that set forth in this Agreement, except production facilities, storage tanks, and such equipment deemed necessary by BBC for the production of the wells located on the Burdened Property, said production facilities, storage tanks, and such equipment to be located on the Surface Use Areas. Paving of any road is expressly prohibited.
- 2.3 **Exclusivity.** It is expressly understood and agreed that the right herein granted is non-exclusive. Surface Owner hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the Burdened Property where such uses are appropriate and compatible, or dispose of the property by sale or exchange.
- 2.4 **Permittees.** BBC may permit its respective employees, agents, contractors, licensees, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of BBC.
- 2.5 **Seasonal Restrictions.**

- (a) BBC shall not engage in construction activities on the Burdened Property including and between the dates of December 1 to April 15 ("Seasonal Closure"), subject to the Cooperative Agreement set forth in Exhibit G. BBC shall have the right to enter the Burdened Property during Seasonal Closure for service, maintenance and repair of its production facilities and the wells to the extent that such service, maintenance and repair could not have reasonably been anticipated or could not reasonably be

- (c) The Parties agree that, except for emergency activities described in Subsection 2.5(b), should activities for major construction or major maintenance or repair projects during Seasonal Closure be desired by BBC, the Parties shall consult in good faith to determine how such activities might be accomplished without undue harm to wildlife.
- (d) The Parties agree that should extraordinary circumstances arise, including extraordinarily inclement weather, during Seasonal Closure wherein activities permitted under this Agreement would result in significant harm or stress to or for wildlife, the Parties shall consult in good faith to determine how that significant harm or stress might be avoided.
- (e) The Parties agree that should information pertaining to wildlife or vegetation become known to either one or both the Parties, and which would be useful in preventing harm to wildlife or vegetation, the Parties shall consult in good faith to determine how activities allowed under this Agreement might be modified, to the extent the Parties might agree at that time.
- (f) As described in Section 5 of this Agreement, BBC shall notify Surface Owner of BBC's activities in some circumstances.

SECTION 3 TERM AND RENEWAL

- 3.1 **Term Defined.** The term of this Easement is thirty (30) years ("Term"), commencing on the date of the last signature affixed to this Agreement, unless earlier terminated, subject to the terms and conditions set forth in this Agreement, and any valid and exiting rights.
- 3.2 **Renewal of the Easement.** BBC shall have the option to renew this Easement and BBC may exercise this option by providing written notice of its election to renew at any time within six (6) months but not later than (30) days prior to the Termination Date of the Initial Term of this Easement. BBC shall not be entitled to renew if it is in default under the terms of this Easement or other agreement with Surface Owner at the time the option to renew is exercised. The terms and conditions of any renewal Term shall be re-negotiated under the conditions, rules and laws in effect at the time of renewal. The Parties shall have sixty (60) days to come to agreement on the conditions and value of the easement after Surface Owner's receipt of BBC's notice of intent to renew. After the aforementioned six-month period, BBC's option to renew shall be null and void and the Easement shall terminate at the conclusion of this Agreement's Term.

SECTION 4 RENT/ PAYMENTS

All payments are final. There shall be no pro-rata reimbursement of any payments hereunder should the Easement outlined under this Agreement terminate before its Term has lapsed.

- 4.1 **Rental Payment.** BBC shall pay a single use payment for the initial Term in the amount of **Forty-Six Thousand, Nine-Hundred and Forty-Three and Fifty-Six One-Hundredths Dollars (\$46,943.56**, comprised of **\$44,921.06** in Right-of-Way fees, plus **\$2,022.50** in Administrative Cost Recovery). Payment is due when BBC returns this Agreement to Surface Owner appropriately signed and notarized. Surface Owner shall be entitled to additional compensation for any additional Use or User outside the scope of this Easement. Use or User shall not be construed to include affiliates or joint venturers of BBC so long as the Use or User remains within the scope of this Easement. For purposes of this Agreement,

(b) "joint venturer" means a party to an operating agreement, including pooled parties pursuant to state regulations, with respect to a Wellsite located on the Burdened Property.

- 4.2 Administrative Costs.** In approving a request to apportion, assign, or transfer an interest in this Easement, Surface Owner shall be entitled to charge for administrative costs for approving the transfer.
- 4.3 Non-Waiver.** Surface Owner's acceptance of a payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

SECTION 5 NOTIFICATION OF ACTIVITIES

- 5.1** All notifications shall reference the Easement number and the location of BBC's activity. Notification of activities covered under this Section shall be in writing, which may include email, and be deemed sufficient if made solely to Surface Owner's Northeastern Region Habitat Manager or Petroleum Biologist. The respective time periods required between notification and commencement of activities covered under this Section may be waived in writing, which may include email, by Surface Owner's Northeastern Region Supervisor, Habitat Manager or Petroleum Biologist.
- 5.2** BBC shall notify Surface Owner:
- (a) at least Twenty-Four (24) hours prior to any major repair contemplated in Subsection 2.5(a) of BBC's facilities during Seasonal Closure, if such repair requires the use of heavy equipment such as backhoes or other mechanized earth-moving equipment, heavy boom trucks, or cranes.
- (b) within five (5) business days after the start of emergency activities during Seasonal Closure, said activities contemplated in Subsection 2.5(b).
- 5.3** Regardless of Seasonal Closure restrictions, BBC shall notify Surface Owner at least three (3) days prior to excavation of any previously reclaimed site, except in cases where such excavation takes place as a result of emergency activities contemplated in Subsection 2.5(b), in which case notification shall take place within five (5) days after the start of emergency activities.
- 5.4** Should future conditions be such that Surface Owner determines there is little wildlife-monitoring value facilitated by BBC's prior notification, the Parties may amend this Agreement and terminate the prior notification requirements of this Section, to the extent the Parties may mutually agree in writing at the time.

SECTION 6 CONSTRUCTION, MAINTENANCE AND REPAIR OF EASEMENT AND IMPROVEMENTS AND TRADE FIXTURES

- 6.1 BBC's Activities.** BBC shall conduct its construction, maintenance and repair operations in accordance with the Surface Use Plan attached as Exhibit E; however, should any provisions of the Surface Use Plan conflict with any provision set forth in the body of this Agreement, the provision in the body of this Agreement shall govern. BBC shall promptly repair, at its sole cost, all damages to the Burdened Property, and to any improvements, or natural resources such as soil or vegetation resources, thereon which are caused by BBC's activities. BBC shall take all reasonable precautions to protect the

condition it was in prior to commencement of the work. BBC shall notify Surface Owner in writing within five (5) days after completion of work, to allow Surface Owner to inspect the work.

- 6.2 Waste.** BBC shall commit no waste on the Burdened Property and will make reasonable efforts to keep the property clean. BBC shall not cause any filling activity on the Burdened Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Burdened Property, except as provided under this Agreement or approved in writing by Surface Owner. Ordinary waste committed by third parties on the Burdened Property shall be removed by BBC, at BBC's cost. If BBC fails to comply with this Subsection, Surface Owner may take any steps reasonably necessary to remedy such failure, subject to the notice and right to cure provisions of Section 11. Upon demand by Surface Owner, BBC shall pay all costs of such remedial action, including, but not limited to the costs of removing and disposing of any material deposited improperly on the Burdened Property. This section shall not in any way limit BBC's liability under Section 9 below.
- 6.3 Weed Control.** BBC shall monitor the Burdened Property for noxious weeds, and shall promptly eradicate, at BBC's own cost, all noxious weeds on the Burdened Property. BBC shall also control at its own cost any infestation that has spread beyond the boundaries of the Burdened Property if such infestation is reasonably deemed by Surface Owner to have originated on, and spread from, the Burdened Property as evidenced by weed colonization on the Burdened Property and patterns of weed colonization local to the Burdened Property. Such weed control shall comply with the Utah Noxious Weed Act, any Administrative Rules promulgated therefrom, and County noxious weed control programs. BBC shall consult with Surface Owner regarding BBC's control of noxious weeds on the Burdened Property. All methods of chemical weed control shall require prior review and approval of Surface Owner prior to BBC implementing said chemical control. No aerial spraying without prior approval by Surface Owner is permitted. All earth-moving equipment shall be thoroughly cleaned of soil and other materials that may harbor noxious weed seeds prior to being moved onto Surface Owner's property. If BBC fails to take action to control noxious weeds within five (5) days following notice from Surface Owner, Surface Owner may undertake control measures, and BBC shall reimburse Surface Owner upon demand for all costs incurred in implementing such measures. BBC will continue to be responsible for noxious weed control on the Burdened Property after termination of the Easement until Surface Owner is satisfied with the results and has in written notification released BBC from its weed control obligations, which notification shall not be unreasonably withheld.
- 6.4 Installation Specifications.** Where improvements are buried, they shall be buried at a minimum depth of three (3) feet below the surface of the Burdened Property. For installations within roadways, the improvements shall be buried at a minimum depth of three (3) feet below the road surface or three (3) feet below the bottom of the ditch, whichever applies. Surface Owner reserves the right to inspect the open trench during construction to ensure compliance with the installation specifications.
- 6.5 Pre-construction.** Forty-Eight (48) hours prior to commencement of the activities associated with installation of the facilities within the Easement granted herein, BBC shall notify Surface Owner's Appropriate Regional Habitat Manager to advise of the activities that will occur and an estimated time frame for said activities as depicted on the relevant Exhibit describing said construction on the Burdened Property. Thirty (30) days prior to any subsequent construction or reconstruction by BBC on the Burdened Property, BBC shall submit a written plan of construction to Surface Owner's Appropriate Regional Habitat Manager outlining the construction or activity for Surface Owner's approval. During the course of construction, operations, or maintenance, BBC shall minimize soil

6.6 Road Maintenance. Maintenance is defined as work normally necessary to preserve and keep the road in satisfactory and functional repair.

(a) BBC herein is responsible for maintaining any roads on Surface Owner's property used in conjunction with this Agreement; however, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective users of said roads. Where one or more authorized party(ies) uses a road, or portion thereof, those parties shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided Surface Owner reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.

(b) During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(1) The appointment of a maintainer, which may be one of the Parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(2) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.

6.7 Road Repair. BBC shall repair or cause to be repaired at its sole cost and expense that damage to roads used under this Easement in excess of that caused by normal and prudent usage of said roads. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above. BBC may add or replace gravel on road surfaces on the Burdened Property, but shall not pave any portion of the road without Surface Owner's written consent.

6.8 Road Restoration. If BBC fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, BBC shall resurface that portion so affected at its sole cost and expense. Where the Easement crosses existing roads, BBC shall restore roads as near as practicable to their original condition, if any damage occurs to those roads during BBC's use of this Easement.

6.9 Road Improvements. Unless the Parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver.

6.10 Road Relocation. Surface Owner may request the relocation of a road in order to protect wildlife, soil, or vegetation resources or minimize damage thereto, so long as the new location does not unreasonably interfere with BBC's rights herein. The costs of such relocation shall be divided as negotiated and agreed by the Parties.

6.11 Resource Damage. BBC shall take all reasonable precautions to protect Surface Owner-owned crops and trees. BBC shall report to Surface Owner any visible resource damage, illegal dumping, or any other change in condition on the Burdened Property that is observed from BBC's observations of the Easement.

SECTION 7 INTERFERENCE

SECTION 8 COMPLIANCE WITH LAWS

BBC shall comply with all applicable laws, including all Surface Owner's rules and regulations, and state, county and municipal laws, ordinances, or regulations in effect. BBC shall obtain and be in possession of all permits and licenses required for the authorized use of the Easement and shall provide proof of such permits/licenses upon request by Surface Owner.

SECTION 9 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

- 9.1 Definition.** "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, State, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601, et seq.
- 9.2 Use of Hazardous Substances.** BBC covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Burdened Property, except in accordance with all applicable Local, State, and Federal laws.
- 9.3 Current Conditions, Duty of Utmost Care, and Duty to Investigate.**
- (a) Surface Owner makes no representation about the condition of the Burdened Property. Hazardous Substances may exist in, on, under, or above the Burdened Property.
- (b) BBC shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Burdened Property, and any Hazardous Substances that come to be located in, on, under or above the Burdened Property during the Term of this agreement, along with the reasonably foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the reasonably foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this Subsection 9.3 includes, but is not limited to, the following requirements:
- (1) BBC shall not undertake activities that will cause, contribute to, or exacerbate contamination of the Burdened Property;
 - (2) BBC shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Burdened Property;
 - (3) BBC shall not undertake any activities that result in the mechanical or chemical disturbance of Burdened Property habitat mitigation, except as reasonably necessary for BBC's use and occupancy of the Burdened Property, and in such instances will notify Surface Owner prior to undertaking such activities; and
 - (4) BBC shall allow access to the Burdened Property by employees and authorized agents of the Environmental Protection Agency, the State of Utah or other similar environmental agencies.
- (c) It shall be BBC's obligation to gather sufficient information to its satisfaction concerning the Burdened Property and the existence, scope and location of any Hazardous Substances on the Burdened Property, or on adjoining property (to the extent reasonably

(a) BBC shall immediately notify Surface Owner if BBC becomes aware of any of the following:

- (1) A release or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property;
- (2) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, in the event BBC observes or is notified of such violations;
- (3) Any lien or action with respect to any of the foregoing; or
- (4) Any notification from the U.S. Environmental Protection Agency (EPA) or the State of Utah that remediation or removal of Hazardous Substances is or may be required at the Burdened Property.

(b) BBC shall, at Surface Owner's request, provide Surface Owner with copies of all reports, studies, or audits which pertain to the Burdened Property, and which are or were prepared by or for BBC and submitted to any federal, State, or local authorities as required by any federal, State, or local permit, license, or law. These reports or permits may include, but are not limited to, any National or State Pollution Discharge Elimination System Permit, any Army Corps of Engineers permit, any Hydraulics Project Approval or any Water Quality Certification.

9.5 Indemnification. BBC shall fully indemnify, defend, and hold Surface Owner, its director, managers, employees and agents harmless from and against any and all claims, demands, damages, damages to natural resources such as soil, water, vegetation, and wildlife, response costs, remedial costs, cleanup costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:

(a) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by BBC, its contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, during the term of this Easement or during any time when BBC occupies or occupied the Property.

(b) The release or threatened release of any Hazardous Substance in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, which release or threatened release occurs or occurred during the term of this Easement or during any time when BBC occupies or occupied the Burdened Property or any such other property and as a result of:

- (1) Any act or omission of BBC, its contractors, agents, employees, guests, invitees, or affiliates; or
- (2) Any reasonably foreseeable act or omission of a third party unless BBC exercised the utmost care with respect to the reasonably foreseeable acts or omissions of the third party and the reasonably foreseeable consequences of those acts or omissions.

(c) A breach of the obligations of Subsection 9.3, above, by BBC, its contractors,

Substances. Cleanup actions shall include, without limitation, resource restoration, mitigation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. BBC's obligation to undertake a cleanup of the Burdened Property under this Subsection 9.6 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable Federal, State and Local regulatory cleanup standards, or where it is determined that there will be continuing damages to natural resources in the absence of a cleanup action. BBC shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims arising out of any action, inaction, or event described or referred to in Subsection 9.5, above. BBC may take reasonable and appropriate actions without advance approval in emergency situations.

9.7 Sampling by Surface Owner, Reimbursement, and Split Samples.

(a) Surface Owner may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Burdened Property at any time to determine the existence, scope, or effects of Hazardous Substances on the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property. If such Tests indicate the existence, release or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 9.5, above, BBC shall promptly reimburse Surface Owner for all costs associated with such Tests.

(b) Surface Owner's ability to seek reimbursement for any Tests under this Subsection shall be conditioned upon Surface Owner providing BBC written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation, in which case Surface Owner shall only be required to give such notice as is reasonably practical.

(c) BBC shall be entitled to split samples of any Test samples obtained by Surface Owner. The additional cost of any split samples shall be borne solely by BBC. Any additional costs Surface Owner incurs by virtue of BBC's split sampling shall be reimbursed to Surface Owner within thirty (30) calendar days after a bill for such costs is sent to BBC.

9.8 Contamination Investigation.

(a) If Surface Owner has reason to believe that a release or threatened release of Hazardous Substances has occurred on the Burdened Property during BBC's occupancy, Surface Owner may require BBC to conduct a Closeout Environmental Assessment (Closeout Assessment) by providing BBC with written notice of this requirement no later than ninety (90) calendar days prior to the Easement termination date, or within ninety (90) days of any valid notice to terminate the easement earlier than originally agreed. The purpose of the Closeout Assessment shall be to determine the existence, scope, or effects of any Hazardous Substances on the Burdened Property and any associated natural resources. If the initial results of the Closeout Assessment disclose the existence of Hazardous Substances that may have migrated to other property, Surface Owner may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjoining property, any other property subject to use by BBC in conjunction with its use of the Burdened Property, or on any associated natural resources. The Closeout Assessment may include Sediment Sampling as well as any additional testing requirements Surface Owner may require based on changes in scientific, statutory, or regulatory standards for information concerning the activities of BBC, its contractors, agents, employees, guests, invitees, or affiliates.

approved. BBC shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.

- 9.9 Reservation of Rights.** The Parties have agreed to allocate certain environmental liabilities by the terms of Section 9. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 9.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental liabilities not covered by Subsection 9.5, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property or any other property subject to use by BBC in conjunction with its use of the Burdened Property that either Party may have against the other under federal, state or local laws, including but not limited to, CERLCA, MTCA, and the common law. No right, claim, immunity, or defense either party may have against third parties is affected by this Easement and the Parties expressly reserve all such rights, claims, immunities, and defenses. The allocations of risks, liabilities, and responsibilities set forth above do not release BBC from or affect BBC's liability for claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.
- 9.10 Impacts to Wildlife.** BBC, its employees, contractors, successors and assigns shall make reasonable and good faith efforts to protect any legally protected wildlife to the best of their knowledge and ability. BBC shall report to Surface Owner any harm, threats to harm or harass any legally protected wildlife should BBC become aware of such harm or threats to harm or harass legally protected wildlife in the ordinary course of its operations on the Burdened Property.

SECTION 10 PRESERVATION OF SURVEY CORNERS

BBC shall exercise reasonable care to ensure that all legal land subdivision survey corners and witness objects are preserved. If any survey corners or witness objects are destroyed or disturbed by BBC, BBC shall reestablish them by a registered professional engineer or licensed land surveyor in accordance with US General Land Office standards, at BBC's own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in the process of construction of improvements and trade fixtures must be adequately referenced and/or replaced in accordance with all applicable laws and regulations in force at the time. The references must be approved by Surface Owner prior to removal of the survey corners and/or witness objects.

SECTION 11 TERMINATION OF EASEMENT

- 11.1 Termination for Cause.** This Easement shall terminate if BBC receives notice from Surface Owner that BBC is in material breach of this Easement and BBC fails to cure that breach within ninety (90) days of Surface Owner's notice, or such longer period as may be required under the circumstances as approved by Surface Owner. If the breaching party fails to correct such breach or fails to diligently undertake efforts to cure such breach within such period, Surface Owner may terminate this Easement without further notice; provided, however, such termination shall not release the breaching party from liability for damage prior to such termination. In addition to terminating this Easement, Surface Owner shall have any other remedy available to it. Surface Owner's failure to exercise its right to terminate at any time shall not waive Surface Owner's right to terminate for any future breach.
- 11.2 Termination for Non-Use.**

(b) Any portion of the Easement that is determined to be unused or abandoned pursuant to this paragraph shall terminate. BBC shall upon request of Surface Owner execute a release of interest in the portion abandoned under the provisions of this Section. Under the non-use clause, BBC shall be responsible for surface reclamation and restoration of the Burdened Property in accordance with Section 12 of this Agreement. Any portion of this Easement that is so described by the following conditions shall be deemed to be unused and abandoned:

(1) Within 365 days of the date of execution of this Agreement, BBC fails to commence construction and installation of the infrastructure authorized under this Easement, unless otherwise waived by Surface Owner in writing;

(2) Within two (2) years of the date of execution of this Agreement, BBC does not obtain production of oil or gas from BBC's oil and gas interests which relate to the Burdened Property, unless otherwise waived by Surface Owner in writing; or

(3) If after establishing production, BBC suspends production or operations for the drilling or reworking of a well on BBC's oil and gas interests for a period longer than thirty-six (36) consecutive months, unless otherwise waived by Surface Owner in writing.

11.3 Voluntary Termination. This Easement may also terminate as to all or part of the Burdened Property if BBC has satisfied its outstanding obligations as to the part to be relinquished, provides Surface Owner with sixty (60) days written notice of its intent to terminate, and executes a release of interest to the portion terminated in recordable form. BBC shall not be entitled to a refund for any relinquishment.

11.4 BBC's Obligations. BBC obligations not fully performed upon termination shall continue until fully performed.

SECTION 12. RECLAMATION

12.1 Timing. As soon as practicable, following the construction of improvements and trade fixtures, or termination of the Easement, all disturbed land, other than access road driving surfaces for those portions of the Easement not terminated, will be recontoured to the approximate natural contours.

12.2 Soil. During construction of wellsites, access roads, and pipelines, any and all topsoil moved or removed will be stockpiled and preserved for present and future project area restoration. Soil from the right of way shall not enter any live stream or open water.

12.3 Revegetation. BBC will re-establish a successful vegetation cover by reseeding with a seed mixture of shrubs, forbs, and grasses, as specified by Surface Owner. BBC will not be released from this obligation until Surface Owner has inspected the site for two (2) years following construction and reclamation, and has made a determination that the re-vegetation is successful, or such time thereafter until re-vegetation has become successful.

12.4 Unauthorized Travel. In consultation with Surface Owner, BBC will undertake reasonable measures, including the placement of signage, cattle guards, trenches, barrier rock or other obstacles, to restrict unauthorized motorized travel, including that of third parties, on or across the Burdened Property. If such measures are not effective in controlling unauthorized motorized travel, BBC will consult with Surface Owner on

SECTION 13 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, TRADE FIXTURES, AND EQUIPMENT

- 13.1 Improvements.** No BBC-Owned improvements, other than appurtenances for the rights herein granted, shall be placed on the Burdened Property without Surface Owner's prior written consent.
- 13.2 Ownership of Improvements and Trade Fixtures.** Except as provided herein, BBC shall retain ownership of all improvements and trade fixtures it may place on the Burdened Property (collectively "BBC Owned Improvements"). BBC-Owned Improvements shall not include any construction, reconstruction, alteration, or addition to any Unauthorized Improvements as defined in Subsection 13.5 below.
- 13.3 Construction.** Issuance of this Easement shall constitute authorization to undertake the initial construction work specified in that agreement without the need for further notice. Subsequent alterations, significant repairs, or new construction shall require advance notice to Surface Owner as contemplated in Section 5.
- 13.4 Removal.** BBC-Owned improvements and trade fixtures that have been installed above or below ground shall be removed by BBC by the Termination Date unless Surface Owner notifies BBC in writing that such may remain. If Surface Owner elects to have such above ground improvements remain on the Burdened Property after the Termination Date, they shall become the property of Surface Owner without payment by Surface Owner. If BBC wishes to leave improvements on the Burdened Property upon expiration of the Easement, BBC shall notify Surface Owner of such intent at least one hundred eighty (180) days before the Termination Date. Surface Owner shall then have ninety (90) days in which to notify BBC whether Surface Owner elects to have the improvements removed or to have them remain. Failure to notify BBC shall be deemed an election by Surface Owner for the improvements to be removed from the Burdened Property. If the improvements remain on the Burdened Property after the Termination Date without Surface Owner's actual or deemed consent, Surface Owner may remove them at BBC's expense. Surface Owner may require BBC to abandon improvements and/or trade fixtures, rather than remove them. Such abandonment shall be undertaken in accordance with a plan approved by Surface Owner. Abandonment of buried facilities should be performed in accordance with the appropriate regulations and any applicable permits. Should Surface Owner elect to allow any part of BBC's improvements or trade fixtures to remain affixed to the Burdened Property, BBC shall make a diligent and good-faith effort to clean the improvements or trade fixtures using the best industry practices and technologies available at the time, as directed by Surface Owner, in order to minimize as much as reasonably practical, environmental contaminants left on or in the Burdened Property.
- 13.5 Unauthorized Improvements.** Improvements made on the Burdened Property without Surface Owner's prior written consent are not authorized ("Unauthorized Improvements"). Surface Owner may, at its option, require BBC to sever, remove, and dispose of them or allow them to remain upon amendment of this Agreement, at which time all provisions of this Agreement shall apply to the Unauthorized Improvements unless otherwise explicitly stated in the amendment. If BBC fails to remove an Unauthorized Improvement within sixty (60) days of notification by Surface Owner, Surface Owner may remove the Unauthorized Improvements and charge BBC for the cost of removal and disposal.

SECTION 14 INDEMNITY

negligence of Surface Owner without negligence or willful act on the part of BBC, its agents, employees, or subcontractors. BBC shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but Surface Owner shall have the right, at its option, to participate in the defense incidental thereto without relieving BBC of any obligation hereunder. BBC's liability to Surface Owner for hazardous substances, and its obligation to indemnify, defend, and hold Surface Owner harmless for hazardous substances, shall be governed exclusively by Section 9.

SECTION 15 FINANCIAL SECURITY

- 15.1 Bonding.** At its own expense, BBC shall procure and maintain a non-cancellable corporate surety bond or provide other financial security satisfactory to Surface Owner (the "Bond") in an amount equal to One-Hundred Forty-Five Thousand Dollars (\$145,000), said amount equivalent to One-Hundred and Fifty (150%) of the estimated construction costs of the authorized improvements less materials, said estimated costs represented by BBC, to be placed on or in the Burdened Property, which shall secure BBC's full performance of its obligations under this Agreement. The amount of this bond shall not be deemed to limit any liability of BBC. The Bond shall be in a form and issued by a surety company acceptable to Surface Owner. BBC shall maintain the Bond so long as it uses the Easement. The Bond shall be in effect even if BBC has conveyed all or part of the easement interest to a sublessee, assignee, or subsequent operator until BBC fully satisfies its obligations, or until the Bond is replaced with a new bond posted by the sublessee, assignee or subsequent operator. Said Bond at the date of execution of this Agreement is issued by Fidelity and Deposit Company of Maryland and is identified as Bond Number LPM8986618 (see Exhibit F).
- 15.2 Bond Increase.** BBC agrees that, for the causes stipulated below, at any time during the term of this Easement, Surface Owner may require that the amount of an existing Bond be increased in a sum described below, said Bond to be conditioned upon full compliance with all terms and conditions of this Agreement and the rules relating hereto.
- (a) **Inflation.** Surface Owner has the option of requiring the value of the Bond to be adjusted to compensate for inflationary pressures on the dollar. The amount of adjustment shall be determined through the use of the Bureau of Labor Statistics Western Region Urban Consumer Price Index ("Western Region CPI-U"). Said adjustments shall reference the year 2007 Western Region CPI-U, and shall be directly proportional to the percent change in Western Region CPI-U between the year 2007 and the year preceding the date of adjustment.
- (b) **Additional Improvements.** Surface Owner has the option of requiring increases in the Bond value for additional improvements authorized under amendments to this Agreement, the increases to be in an amount equivalent to 150% of the estimated costs of construction of said improvements, less materials.
- 15.3 Default.** Upon any default by BBC in its obligations under this Agreement, Surface Owner may collect on the Bond to offset the liability of BBC to Surface Owner, subject to the notice and right to cure provisions in Sections 11 and 12 herein. Collection on the Bond shall not relieve BBC of liability, shall not limit any of Surface Owner's other remedies, and shall not rein Surface Owner or cure the default or prevent termination of the Easement because of the default. Should the cost of BBC's obligations exceed the value of the Bond, BBC, it's successors and assigns, shall be liable for the costs over and above the bonded amount.

SECTION 17 ADVANCES BY SURFACE OWNER

If Surface Owner advances or pays any costs or expenses for or on behalf of BBC, including, but not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of improvements and trade fixtures, or other amounts not paid when due, BBC shall reimburse Surface Owner the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month from the date Surface Owner notifies BBC of the advance or payment.

SECTION 18 NOTICE

Except as provided in Section 5 of this Agreement, any notices required or permitted under this Agreement shall be in writing and personally delivered or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

Surface Owner

Habitat Section

Utah Division of Wildlife Resources
1594 West North Temple, Suite 2110
Salt Lake City, Utah 84114-6301

AND

Habitat Section

Utah Division of Wildlife Resources
152 East 100 North, Suite 9
Vernal, Utah 84078

BBC

Bill Barrett Corporation
Attn: Huntington T. Walker
Sr. Vice President - Land
1099 18th Street, Suite 2300
Denver, Colorado 80202

A notice shall be deemed given and delivered upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, email or three (3) days after being mailed as set forth above, whichever is applicable.

SECTION 19 RESERVATIONS

Surface Owner, its successors and assigns, reserves all ownership of the Burdened Property and profits thereon, and the right of use for any and all purposes that do not unreasonably interfere with the rights granted herein, including the right to keep the Burdened Property open for public use for recreation; the right to remove profits from the Burdened Property; the right at all times to cross and recross the Burdened Property at any place on grade or otherwise; and the right to use the Easement for access to and from the lands owned by Surface Owner on both sides of the Easement. Surface Owner may grant to third parties any and all rights reserved. Once BBC clears or removes any vegetation on the Burdened Property as provided in this Agreement, vegetation that is subsequently grown in such cleared areas shall belong to Surface Owner.

SECTION 20 CULTURAL RESOURCES

It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and

Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Burdened Property, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Surface Owner.

SECTION 21 ASSIGNMENT

- 21.1 Consent of Surface Owner.** BBC shall not hypothecate, mortgage, assign, transfer or otherwise alienate this Easement, or any interest therein, without the prior written consent of Surface Owner, which shall not be unreasonably withheld. In no case shall such consent operate to relieve BBC of the responsibilities or liabilities assumed by BBC hereunder, or be given unless such party is acceptable to Surface Owner and assumes in writing all of the obligations of BBC under the terms of this Agreement as to the balance of the term thereof, or acquires the rights in trust as security and subject to conditions such as Surface Owner deems necessary. A sublease, conveyance, or assignment must be a sufficient legal instrument, properly executed and acknowledged, and should clearly set forth the easement lease contract number, lands involved, and the name and address of the assignee, and shall include any agreement which transfers control of the Easement to a third party. A copy of the documents subleasing, conveying, or assigning the interest shall be given to Surface Owner prior to Surface Owner's approval or denial of the assignment.
- 21.2 Assignee.** Any assignment shall be in keeping with the purposes of this Easement and may only be made to a party qualified to do business in the State of Utah, and which has authority to operate the said facilities, and which is not in default under the laws of the State of Utah relative to qualification to do business within the State, and is not in default on any previous obligation to Surface Owner.
- 21.3 Costs of Assignment.** A sublease, conveyance, or assignment may not be approved without reimbursement of Surface Owner's administrative costs associated with said sublease, conveyance, or assignment; and payment of the difference between what was originally paid for the permit, lease, or contract and what the division would charge for the permit, lease, or contract at the time the application for sublease, conveyance, or assignment is submitted.
- 21.4 Effective Date of Assignment.** A sublease, conveyance, or assignment shall take effect on the date of Surface Owner's approval of the assignment. On the effective date of any assignment, the assignee is bound by the terms of the lease to the same extent as if the assignee were the original grantee, any conditions in the assignment to the contrary notwithstanding.
- 21.5 Non-Waiver.** The consent of Surface Owner to any one assignment shall not constitute a waiver of Surface Owner's right to consent to subsequent assignments, nor shall consent of Surface Owner to any one assignment relieve any party previously liable as BBC from any obligations under this Agreement. The acceptance by Surface Owner of payment of rent following an assignment shall not constitute consent to any assignment and Surface Owner's consent shall be evidenced only in writing.

SECTION 22 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns and shall be a covenant running with the land.

SECTION 23 TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE as to each and every provision of this Agreement.

easement number, and the duration of the Easement. BBC shall provide Surface Owner a copy of the public recording, whether this Agreement or the memorandum serving notice of the existence of this Agreement. BBC shall have ninety (90) days from the date of delivery of the final executed Agreement to comply with the requirements of this Section.

SECTION 25 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and shall be subject to the laws of the State of Utah. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. BBC consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Agreement or as a result of operations carried on under this Agreement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to BBC at the last known address of BBC appearing in the records of Surface Owner. BBC agrees for itself and its successors and assigns that any suit brought by BBC, its successors or assigns concerning this Agreement may be maintained only in the Utah State District Court of Salt Lake County. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with the litigation, including any appeals.

SECTION 26 MODIFICATION

Any modification of this Agreement must be in writing and signed by the parties. Surface Owner or BBC shall not be bound by any oral representations of Surface Owner or BBC. If Surface Owner is the Utah Division of Wildlife Resources, authorized signatures may be provided by only the Director or the Director's designee.

SECTION 27 SURVIVAL

Any obligations which are not fully performed upon termination of this Easement shall not cease, but shall continue as obligations until fully performed.

SECTION 28 WAIVER

No Waiver of Conditions by Surface Owner of any default of BBC or failure of Surface Owner to timely enforce any provision of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Agreement. No provision in this Agreement shall be construed to prevent Surface Owner from exercising any legal or equitable remedy it may have.

SECTION 29 WATER RIGHTS

BBC shall not file an application to appropriate water from the surface or subsurface of Surface Owner's lands unless the application is approved by Surface Owner in writing and is filed in the name of the Surface Owner. All water structures, including impoundment, diversion and conveyance structures or works, used to impound, divert or convey water claimed solely under a Surface Owner water right shall be the property of Surface Owner.

SECTION 30 INVALIDITY

If any provision of this Agreement proves to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date of the last signature below.

SURFACE OWNER
STATE OF UTAH
DEPARTMENT OF NATURAL
RESOURCES, DIVISION OF WILDLIFE
RESOURCES

BBC
BILL BARRETT CORPORATION

By: [Signature] **ACTING DIRECTOR**
James F. Karpowitz
Director of Wildlife Resources

By: [Signature]
Huntington T. Walker
Sr. Vice President - Land
Bill Barrett Corporation

Date: 4/4/10

Date: 3/27/2010

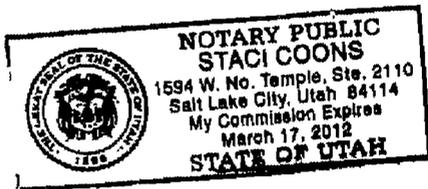
Funding Approvals:
Division of Wildlife Resources Fiscal
Management

By: [Signature]
Linda Braithwaite
Budget Officer
Date: 3/31/10

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 4 day of April, 2010, personally appeared before me James F. Karpowitz, who being first duly sworn said that he is the Director of the Division of Wildlife Resources for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resource Code of Utah (23-21-1), and he acknowledged to me that he executed the same.

Acting
Alan Clark



Staci Coons
Notary Public for the State of Utah
Residing at Salt Lake
My commission expires 3/17/2012

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 24th day of March, 2010, personally appeared before me Huntington T. Walker to me known to be the Sr. Vice President - Land of Bill Barrett Corporation and executed the within and foregoing instrument, and acknowledged that the execution of the document herein was his free and voluntary act and deed, for the uses and purposes therein mentioned, and gave an oath that he is authorized to execute the within instrument for said corporation.

[Signature]
Cynthia A. Sandell

Exhibit A.1

Legal Description of Wellsite #4-26-36 BTR Surface Use Area, Access Road and Pipeline Corridor

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

Legal Description of Surface Use Area #4-26-36 BTR

BEGINNING AT A POINT IN THE NW 1/4 NW 1/4 OF SECTION 26, T3S, R6W, U.S.B.&M. WHICH BEARS S68°59'57"E 1384.69' FROM THE NORTHWEST CORNER OF SAID SECTION 26, THENCE S69°07'25"E 114.32'; THENCE S20°52'35"W 425.00'; THENCE N69°07'25"W 320.00'; THENCE N20°52'35"E 425.00'; THENCE S69°07'25"E 205.68' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

Legal Description of Access Road

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

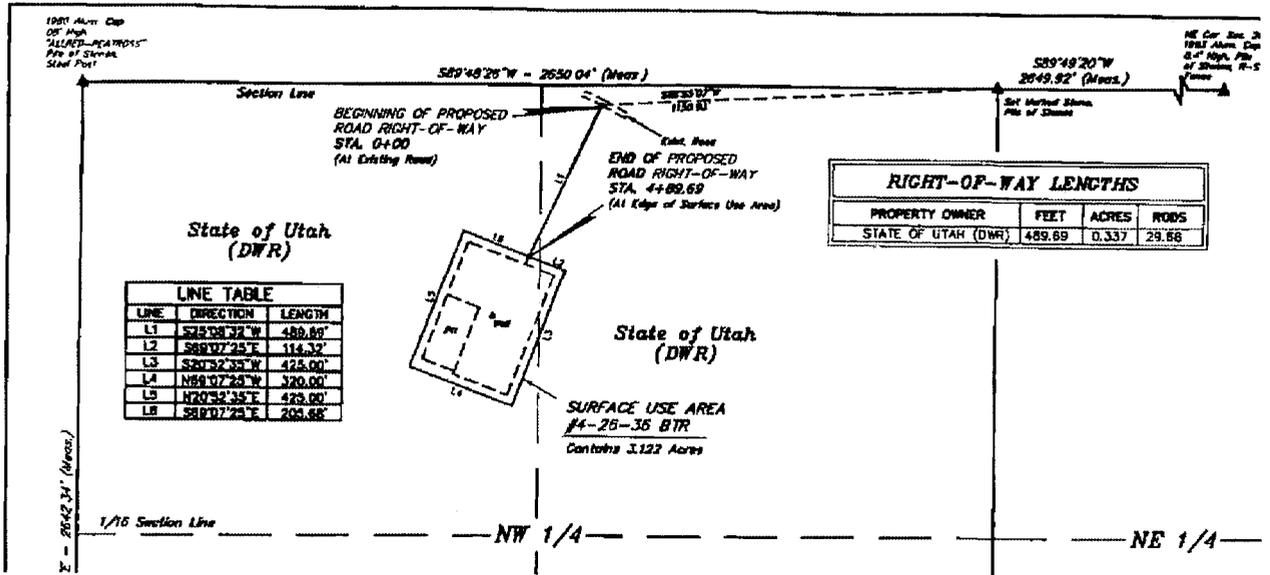
BEGINNING AT A POINT IN THE NE 1/4 NW 1/4 OF SECTION 26, T3S, R6W, U.S.B.&M. WHICH BEARS S86°55'07"W 1150.93' FROM THE NORTH 1/4 CORNER OF SAID SECTION 26, THENCE S25°08'32"W 489.69' TO A POINT IN THE NW 1/4 NW 1/4 OF SAID SECTION 26 WHICH BEARS S68°59'57"E 1384.69' FROM THE NORTHWEST CORNER OF SAID SECTION 26. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.337 ACRES MORE OR LESS.

Legal Description of Pipeline

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE NW 1/4 NW 1/4 OF SECTION 26, T3S, R6W, U.S.B.&M. WHICH BEARS S69°00'05"E 1409.76' FROM THE NORTHWEST CORNER OF SAID SECTION 26, THENCE N25°08'32"E 450.61' TO A POINT IN THE NE 1/4 NW 1/4 OF SAID SECTION 26 WHICH BEARS S84°41'25"W 1147.37' FROM THE NORTH 1/4 CORNER OF SAID SECTION 26. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.310 ACRES MORE OR LESS.

Exhibit A.2
Depiction of Wellsite #4-26-36-BTR Surface Use Area, Access Road and Pipeline



Pipeline Depiction

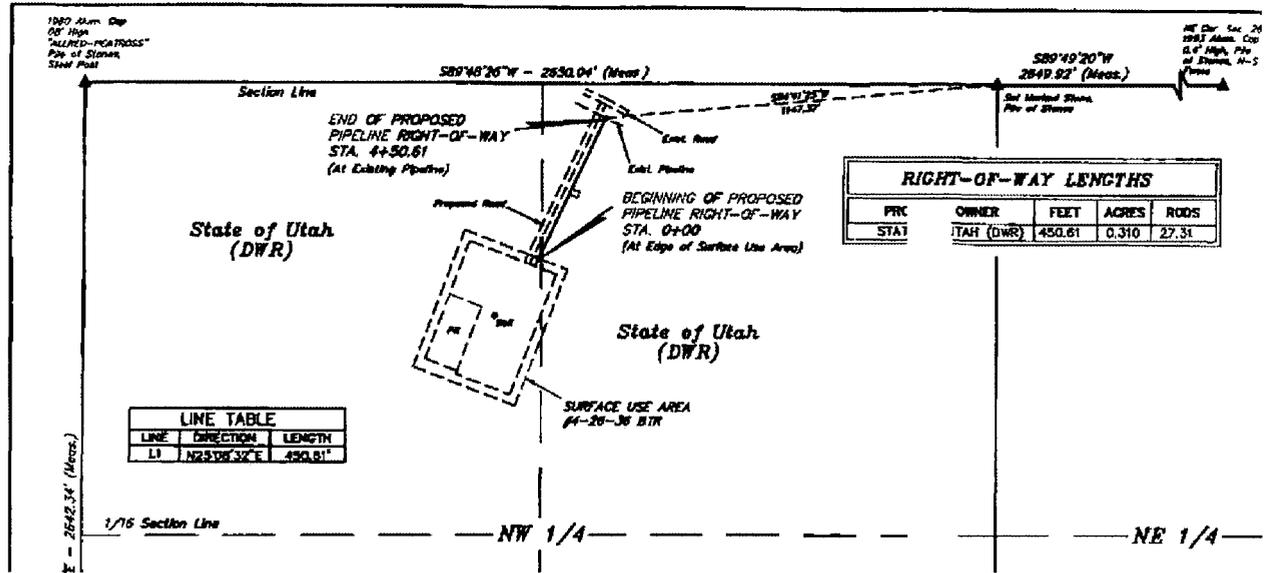


Exhibit B.1

Legal Description of Wellsite #16-21-36 BTR Surface Use Area, Access Road and Pipeline

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

Legal Description of Surface Use Area #16-21-36 BTR

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 21, T3S, R6W, U.S.B.&M. WHICH BEARS N39°49'35"W 1492.67' FROM THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE S14°48'11"E 202.29'; THENCE S75°11'49"W 425.00'; THENCE N14°48'11"W 320.00'; THENCE N75°11'49"E 425.00'; THENCE S14°48'11"E 117.71' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

Legal Description of Access Road

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 21, T3S, R6W, U.S.B.&M. WHICH BEARS N38°24'15"W 1539.44' FROM THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE S03°22'13"E 38.33'; THENCE S05°06'39"W 21.85' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 21 WHICH BEARS N39°49'35"W 1492.67' FROM THE SOUTHEAST CORNER OF SAID SECTION 21. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.041 ACRES MORE OR LESS.

Legal Description of Pipeline

PIPELINE RIGHT-OF-WAY DESCRIPTION

TOTAL PIPELINE RIGHT-OF-WAY IS CONTAINED WITHIN THE PROPOSED SURFACE USE AREA.

Exhibit B.2
 Depiction of Wellsite #16-21-36 BTR Surface Use Area, Access Road and Pipeline

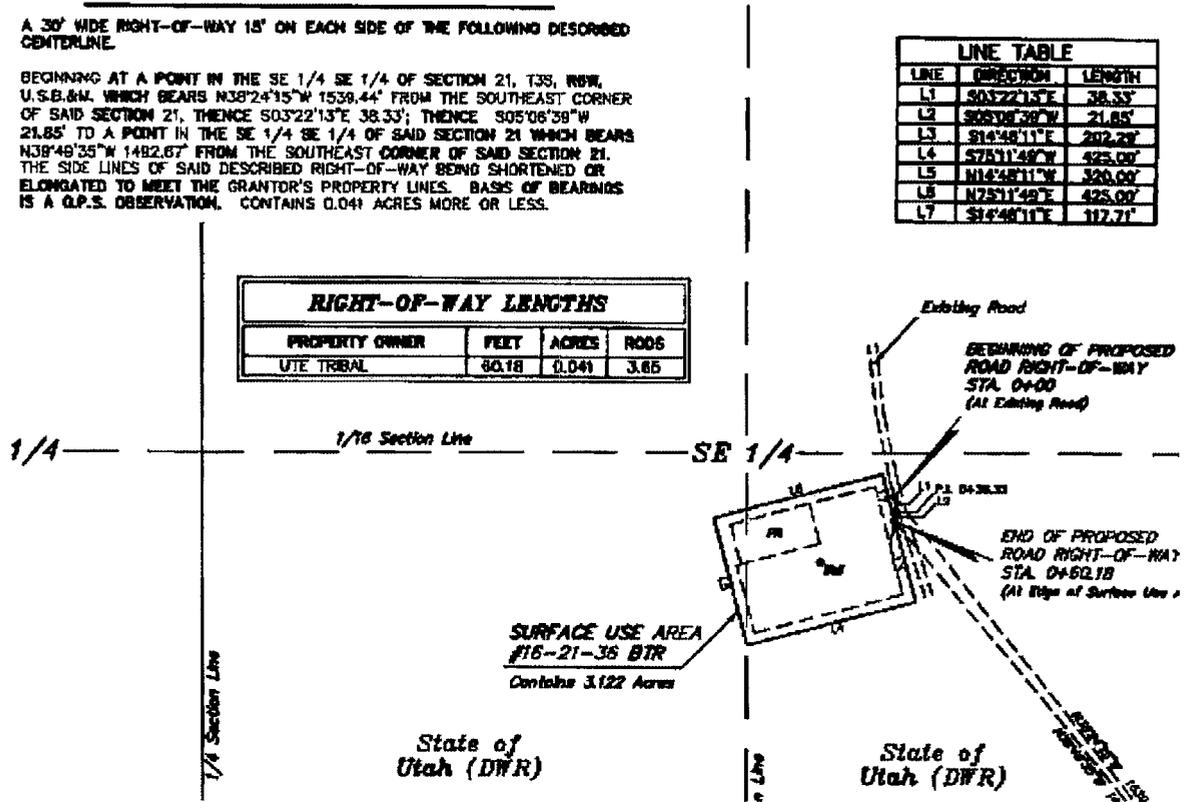
ROAD RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 21, T38, N08W, U.S.B.M. WHICH BEARS N38°24'15"W 1539.44' FROM THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE S03°22'13"E 38.33'; THENCE S05°06'58"W 21.85' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 21 WHICH BEARS N38°49'35"W 1482.67' FROM THE SOUTHEAST CORNER OF SAID SECTION 21. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A Q.P.S. OBSERVATION. CONTAINS 0.041 ACRES MORE OR LESS.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S03°22'13"E	38.33'
L2	S05°06'58"W	21.85'
L3	S14°48'11"E	202.29'
L4	S78°11'49"W	425.00'
L5	N14°48'11"W	320.00'
L6	N25°11'49"E	425.00'
L7	S14°48'11"E	112.71'

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
UTE TRIBAL	80.18	0.041	3.65



Pipeline Depiction
 Pipeline Contained Within Surface Use Area

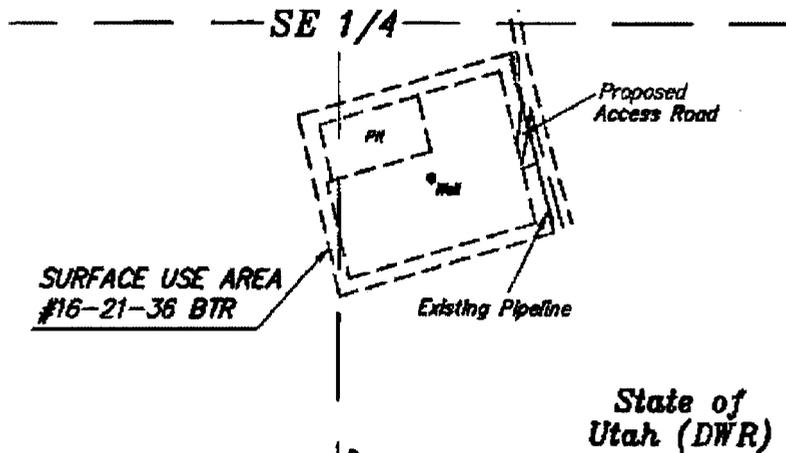


Exhibit C.1

Legal Description of Wellsite #14-21-36 BTR Surface Use Area, Access Road and Pipeline

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

Legal Description of Surface Use Area #14-21-36 BTR

BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 21, T3S, R6W, U.S.B.&M. WHICH BEARS N22°48'13"W 1483.99' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 21, THENCE N02°00'38"W 200.13'; THENCE N87°59'22"E 425.00'; THENCE S02°00'38"E 320.00'; THENCE S87°59'22"W 425.00'; THENCE N02°00'38"W 119.87' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

Legal Description of Access Road

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

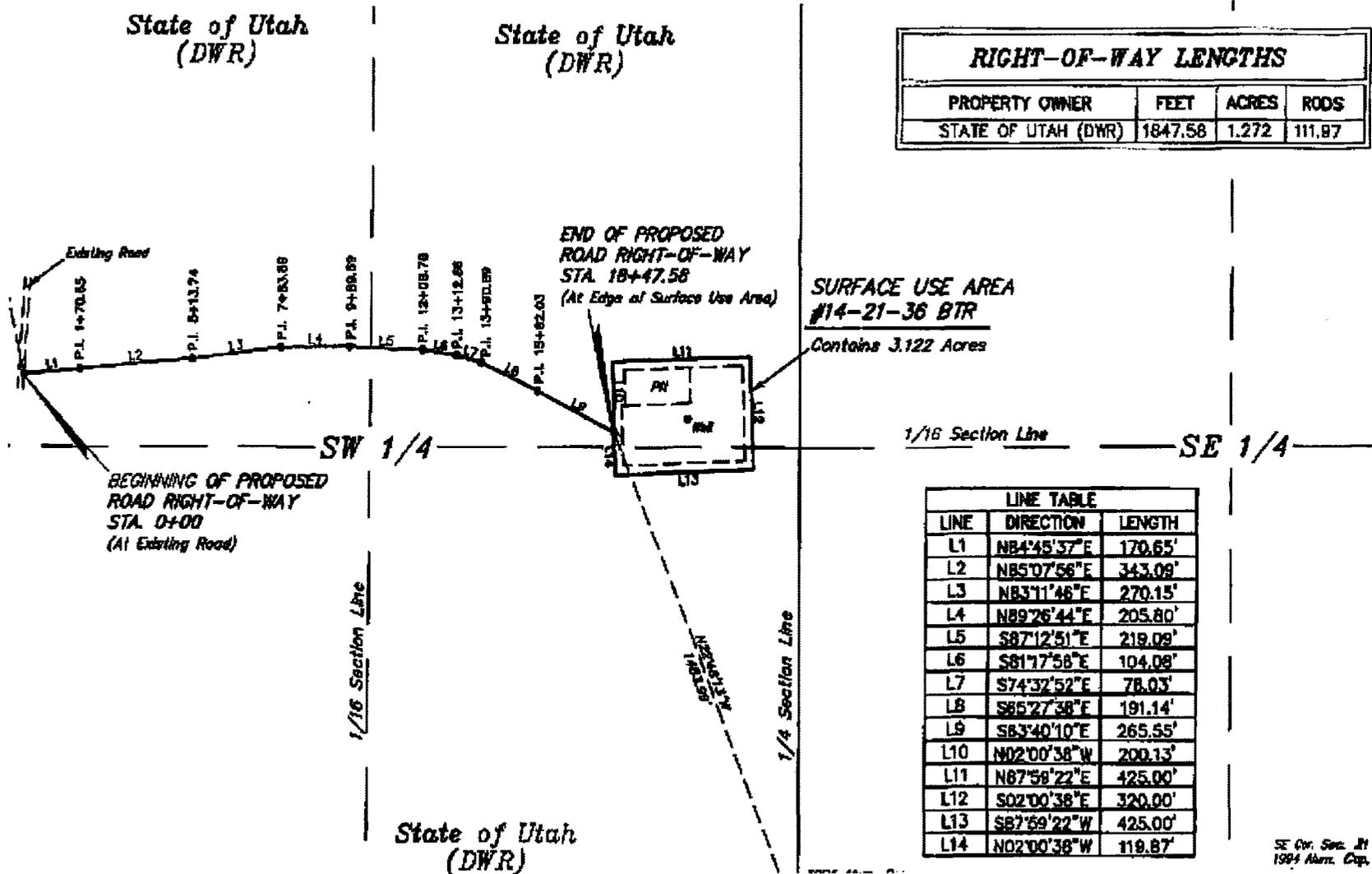
BEGINNING AT A POINT IN THE NW 1/4 SW 1/4 OF SECTION 21, T3S, R6W, U.S.B.&M. WHICH BEARS S13°16'42"E 1149.58' FROM THE WEST 1/4 CORNER OF SAID SECTION 21, THENCE N84°45'37"E 170.85'; THENCE N85°07'58"E 343.09'; THENCE N83°11'46"E 270.15'; THENCE N89°26'44"E 205.80'; THENCE S87°12'51"E 219.09'; THENCE S81°17'58"E 104.08'; THENCE S74°32'52"E 78.03'; THENCE S65°27'38"E 191.14'; THENCE S83°40'10"E 265.55' TO A POINT IN THE NE 1/4 SW 1/4 OF SAID SECTION 21 WHICH BEARS N22°48'13"W 1483.99' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 21. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.272 ACRES MORE OR LESS.

Legal Description of Pipeline

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 21, T3S, R6W, U.S.B.&M. WHICH BEARS N23°11'31"W 1457.38' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 21, THENCE N63°40'10"W 278.64'; THENCE N65°27'38"W 188.76'; THENCE N74°32'52"W 74.57'; THENCE N81°17'58"W 101.32'; THENCE N87°12'51"W 217.07'; THENCE S89°26'44"W 203.71'; THENCE S83°11'46"W 269.21'; THENCE S85°07'56"W 343.43'; THENCE S86°22'10"W 201.28'; THENCE N01°56'36"E 389.68'; THENCE N00°31'21"W 508.87'; THENCE N03°56'06"E 320.43'; THENCE N04°37'44"W 167.77'; THENCE N00°47'44"W 319.95'; THENCE N11°56'37"W 253.41' TO A POINT IN THE SW 1/4 NW 1/4 OF SAID SECTION 21 WHICH BEARS N13°48'46"E 815.73' FROM THE EAST 1/4 CORNER OF SAID SECTION 21. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.630 ACRES MORE OR LESS.

Exhibit C.2
 Depiction of Wellsite #14-21-36 BTR Surface Use Area and Access Road



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH (DWR)	1847.58	1.272	111.87

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N84°45'37"E	170.65'
L2	N85°07'56"E	343.09'
L3	N83°11'46"E	270.15'
L4	N89°26'44"E	205.80'
L5	S87°12'51"E	219.09'
L6	S81°17'58"E	104.08'
L7	S74°32'52"E	78.03'
L8	S85°27'38"E	191.14'
L9	S83°40'10"E	265.55'
L10	N02°00'38"W	200.13'
L11	N87°59'22"E	425.00'
L12	S02°00'38"E	320.00'
L13	S87°59'22"W	425.00'
L14	N02°00'38"W	119.87'

SE Cor. Sec. 21
 1994 Abstr. Cop.

Exhibit C.3

Depiction of Pipeline for Wellsite #14-21-36 BTR

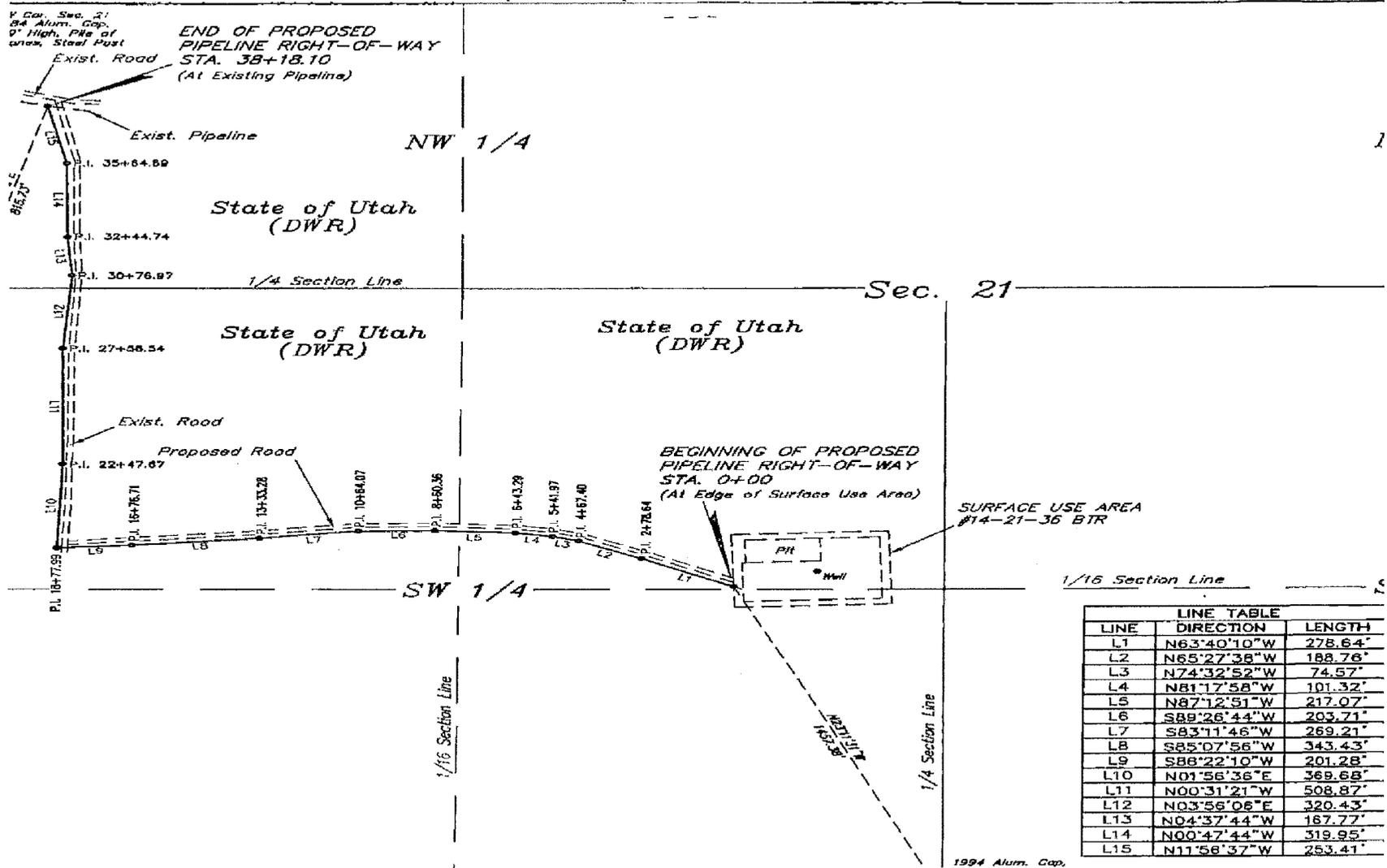


Exhibit D.1

Legal Description of Wellsite #7-16-36- BTR Surface Use Area, and Access Road

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

DAMAGE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N62°01'11"W 1651.00' FROM THE EAST 1/4 CORNER OF SAID SECTION 16, THENCE N74°59'25"W 126.01'; THENCE N15°00'35"E 405.00'; THENCE S74°59'25"E 320.00'; THENCE S15°00'35"W 405.00'; THENCE N74°59'25"W 193.99' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.975 ACRES MORE OR LESS.

Legal Description of Access Road

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 15, T3S, R6W, U.S.B.&M. WHICH BEARS S13°02'24"E 2174.43' FROM THE NORTH 1/4 CORNER OF SAID SECTION 15, THENCE N63°59'43"W 131.77'; THENCE N80°55'09"W 148.58'; THENCE N74°51'43"W 85.12'; THENCE N79°41'40"W 57.26'; THENCE N87°26'28"W 75.84'; THENCE S88°51'24"W 248.65'; THENCE S81°31'32"W 81.45'; THENCE S70°36'02"W 121.26'; THENCE S66°38'50"W 204.48'; THENCE S62°51'18"W 233.68'; THENCE S65°25'59"W 84.15'; THENCE S80°39'33"W 98.80'; THENCE S81°44'15"W 134.92'; THENCE S89°59'28"W 65.42'; THENCE N74°31'16"W 113.70'; THENCE N57°40'59"W 76.48'; THENCE N52°02'46"W 112.00'; THENCE N49°20'14"W 87.70'; THENCE N47°52'32"W 92.04'; THENCE N26°22'41"W 75.65'; THENCE N05°13'51"W 99.31'; THENCE N08°50'07"W 45.15'; THENCE N26°03'13"W 59.33'; THENCE N17°28'33"W 48.04'; THENCE N16°25'01"W 101.97'; THENCE N16°55'17"W 89.09'; THENCE N33°30'05"W 118.53'; THENCE N51°57'29"W 89.12'; THENCE N56°15'44"W 68.05'; THENCE N62°08'02"W 43.76'; THENCE N63°32'27"W 76.21'; THENCE N73°46'19"W 45.18'; THENCE N64°56'08"W 49.42'; THENCE S84°19'04"W 86.50'; THENCE S85°48'52"W 91.28'; THENCE N89°27'09"W 115.94'; THENCE N89°13'50"W 88.91'; THENCE S89°04'28"W 63.22'; THENCE S82°42'26"W 100.33'; THENCE S79°16'48"W 21.96' TO A POINT ON THE WEST LINE OF THE SW 1/4 NW 1/4 OF SAID SECTION 15, WHICH BEARS N00°25'15"E 1298.01' FROM THE WEST 1/4 CORNER OF SAID SECTION 15, THENCE S79°16'48"W 74.65'; THENCE S77°24'56"W 80.26'; THENCE S76°22'17"W 79.97'; THENCE N87°13'53"W 66.80'; THENCE N87°34'36"W 148.08'; THENCE N88°16'04"W 45.65'; THENCE S82°49'07"W 41.77'; THENCE S81°33'10"W 63.14'; THENCE S31°04'50"W 78.11'; THENCE S28°39'01"W 78.43'; THENCE S26°44'07"W 184.84'; THENCE S27°30'48"W 85.45'; THENCE S40°20'48"W 95.98'; THENCE S54°41'59"W 71.74'; THENCE S58°59'28"W 46.13'; THENCE S65°51'44"W 45.58'; THENCE S76°45'50"W 43.64'; THENCE S79°30'44"W 50.00'; THENCE S86°24'19"W 52.57'; THENCE N86°19'21"W 47.02'; THENCE N80°33'11"W 66.85'; THENCE N80°12'11"W 50.57'; THENCE N80°47'45"W 82.92'; THENCE N66°37'19"W 37.99'; THENCE N49°14'09"W 48.04'; THENCE N35°55'27"W 29.99' TO A POINT IN THE SW 1/4 NE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N62°01'11"W 1651.00' FROM THE EAST 1/4 CORNER OF SAID SECTION 16. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.840 ACRES MORE OR LESS. ▲ =

Exhibit D.3

Legal Description of Pipeline for Wellsite #7-16-36- BTR

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N61°41'14"W 1610.45' FROM THE EAST 1/4 CORNER OF SAID SECTION 16, THENCE N49°14'09"W 35.90'; THENCE N66°37'19"W 31.06'; THENCE N80°47'45"W 79.95'; THENCE N80°12'11"W 50.62'; THENCE N80°33'11"W 65.51'; THENCE N86°19'21"W 44.17'; THENCE S86°24'19"W 49.47'; THENCE S79°30'44"W 47.90'; THENCE S76°45'50"W 40.66'; THENCE S65°51'44"W 41.69'; THENCE S58°59'28"W 43.70'; THENCE S54°41'59"W 67.65'; THENCE S40°20'46"W 90.02'; THENCE S27°30'48"W 82.47'; THENCE S26°44'07"W 185.30'; THENCE S29°39'01"W 79.38'; THENCE S31°04'50"W 85.23'; THENCE S61°33'10"W 74.64'; THENCE S82°49'07"W 48.41'; THENCE N88°16'04"W 47.75'; THENCE N87°34'38"W 148.30'; THENCE N87°13'53"W 63.07'; THENCE S76°22'17"W 76.59'; THENCE S77°24'56"W 80.89'; THENCE S79°16'48"W 79.98' TO A POINT ON THE EAST LINE OF THE NE 1/4 NE 1/4 OF SAID SECTION 16 WHICH BEARS S00°25'15"W 1298.56' FROM THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S79°16'48"W 17.78'; THENCE S82°42'26"W 102.47'; THENCE S89°04'28"W 64.98'; THENCE N89°13'50"W 89.23'; THENCE N89°27'09"W 114.85'; THENCE S85°46'52"W 89.92'; THENCE S84°19'04"W 88.54'; THENCE N84°56'08"W 54.22'; THENCE N73°46'19"W 49.86'; THENCE N63°32'27"W 78.76'; THENCE N62°08'02"W 45.35'; THENCE N56°15'44"W 70.27'; THENCE N51°57'29"W 74.12'; THENCE N33°30'05"W 126.23'; THENCE N16°55'17"W 92.84'; THENCE N16°25'01"W 101.84'; THENCE N17°28'33"W 45.93'; THENCE N26°03'13"W 61.24'; THENCE N08°50'07"W 49.72'; THENCE N05°13'51"W 95.43'; THENCE N26°22'41"W 66.24'; THENCE N47°52'32"W 86.98'; THENCE N49°20'14"W 66.79'; THENCE N52°02'46"W 110.18'; THENCE N57°40'59"W 71.53'; THENCE N74°31'16"W 106.60'; THENCE S89°59'28"W 60.21'; THENCE S81°44'15"W 132.88'; THENCE S80°39'33"W 95.22'; THENCE S65°25'59"W 90.25'; THENCE S62°51'18"W 233.95'; THENCE S66°38'50"W 206.17'; THENCE S70°36'02"W 124.52'; THENCE S81°31'32"W 85.66'; THENCE S89°51'24"W 251.06'; THENCE N87°26'28"W 78.12'; THENCE N79°41'40"W 60.00'; THENCE N74°51'43"W 69.24'; THENCE N60°04'33"W 210.73'; THENCE N05°09'05"E 51.50'; THENCE N64°33'47"W 71.81'; THENCE S84°12'24"W 138.15'; THENCE S84°42'54"W 71.00'; THENCE N44°42'50"W 52.81' TO A POINT IN THE SW 1/4 NE 1/4 OF SECTION 15, T3S, R6W, U.S.B.&M. WHICH BEARS S18°50'07"E 2292.07' FROM THE NORTH 1/4 CORNER OF SAID SECTION 15. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 4.026 ACRES MORE OR LESS.

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N49°14'09"W	35.90'	L24	S77°24'56"W	80.89'	L47	N47°52'32"W	86.98'
L2	N66°37'19"W	31.06'	L25	S79°16'48"W	79.98'	L48	N49°20'14"W	66.79'
L3	N80°47'45"W	79.95'	L26	S79°16'48"W	17.78'	L49	N52°02'46"W	110.18'
L4	N80°12'11"W	50.62'	L27	S82°42'26"W	102.47'	L50	N57°40'59"W	71.53'
L5	N80°33'11"W	65.51'	L28	S89°04'28"W	64.98'	L51	N74°31'16"W	106.60'
L6	N86°19'21"W	44.17'	L29	N89°13'50"W	89.23'	L52	S89°59'28"W	60.21'
L7	S86°24'19"W	49.47'	L30	N89°27'09"W	114.85'	L53	S81°44'15"W	132.88'
L8	S79°30'44"W	47.90'	L31	S85°46'52"W	89.92'	L54	S80°39'33"W	95.22'
L9	S76°45'50"W	40.66'	L32	S84°19'04"W	88.54'	L55	S65°25'59"W	90.25'
L10	S65°51'44"W	41.69'	L33	N84°56'08"W	54.22'	L56	S62°51'18"W	233.95'
L11	S58°59'28"W	43.70'	L34	N73°46'19"W	49.86'	L57	S66°38'50"W	206.17'
L12	S54°41'59"W	67.65'	L35	N63°32'27"W	78.76'	L58	S70°36'02"W	124.52'
L13	S40°20'46"W	90.02'	L36	N62°08'02"W	45.35'	L59	S81°31'32"W	85.66'
L14	S27°30'48"W	82.47'	L37	N56°15'44"W	70.27'	L60	S89°51'24"W	251.06'
L15	S26°44'07"W	185.30'	L38	N51°57'29"W	74.12'	L61	N87°26'28"W	78.12'
L16	S29°39'01"W	79.38'	L39	N33°30'05"W	126.23'	L62	N79°41'40"W	60.00'
L17	S31°04'50"W	85.23'	L40	N16°55'17"W	92.84'	L63	N74°51'43"W	69.24'
L18	S61°33'10"W	74.64'	L41	N16°25'01"W	101.84'	L64	N60°04'33"W	210.73'
L19	S82°49'07"W	48.41'	L42	N17°28'33"W	45.93'	L65	N05°09'05"E	51.50'
L20	N88°16'04"W	47.75'	L43	N26°03'13"W	61.24'	L66	N64°33'47"W	71.81'
L21	N87°34'38"W	148.30'	L44	N08°50'07"W	49.72'	L67	S84°12'24"W	138.15'
L22	N87°13'53"W	63.07'	L45	N05°13'51"W	95.43'	L68	S84°42'54"W	71.00'
L23	S76°22'17"W	76.59'	L46	N26°22'41"W	66.24'	L69	N44°42'50"W	52.81'

Exhibit E
Surface Use Plan
Bill Barrett Corporation
2009 – 2010-Development Program

Rabbit Gulch Unit of Tabby Mountain WMA Area
Duchesne County, Utah

Existing Roads:

THE RABBIT GULCH AREA IS LOCATED APPROXIMATELY 9 MILES SOUTHWEST OF DUCHESNE, UTAH IS LOCATED IN TOWNSHIP 3 SOUTH, RANGE 6. THE SPECIFIC LOCATION OF A PARTICULAR WELL PAD WILL BE SHOWN ON MAPS AND DESCRIBED IN THE SITE SPECIFIC APD.

The use of county roads under County Road Department maintenance is necessary to access the area.

Planned Access Roads:

Descriptions of the individual access road(s) will be included in the site specific APD and ROW application.

SURFACE DISTURBANCE AND VEHICULAR TRAFFIC WILL BE LIMITED TO THE APPROVED LOCATION AND APPROVED ACCESS ROUTE. ANY ADDITIONAL AREA NEEDED WILL BE APPROVED IN ADVANCE WITH THE UDWR.

Location of Tank Batteries, Production Facilities, and Production Gathering And Service Lines:

The following guidelines will apply if the well is productive:

All permanent (on site for six months or longer) structures constructed or installed will conform to DOGM standards. All facilities will be painted within six months of installation.

A containment dike will be constructed completely around production facilities which contain fluids (i.e., production tanks, produced water tanks). This dike will be constructed of compacted subsoil, be impervious, and hold a minimum of 110% of the capacity of the largest tank. Topsoil will not be used for the construction of dike(s).

A description of the proposed pipeline and a map illustrating the proposed route will be submitted with the well site specific APD.

Location and Type of Water Supply

The Duchesne City Culinary Water Dock located in section 1, T4S-R5W will be used for water supply for drilling and completion operations. Additional water supply sources will be addressed in the site specific APD, indicating the location and type of water supply.

Source of Construction Materials:

All construction materials for this location site and access road shall be borrowed (local) material accumulated during construction of the location site and access road. No construction materials will be removed from UDWR lands. If any gravel is used, it will be obtained from an approved gravel pit.

Exhibit E

Rabbit Gulch Unit of Tabby Mountain WMA Area Duchesne County, Utah

Existing Roads:

THE RABBIT GULCH AREA IS LOCATED APPROXIMATELY 9 MILES SOUTHWEST OF DUCHESNE, UTAH IS LOCATED IN TOWNSHIP 3 SOUTH, RANGE 6. THE SPECIFIC LOCATION OF A PARTICULAR WELL PAD WILL BE SHOWN ON MAPS AND DESCRIBED IN THE SITE SPECIFIC APD.

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Source of Construction Materials:

All construction materials for this location site and access road shall be borrowed (local) material accumulated during construction of the location site and access road. No construction materials will be removed from UDWR lands. If any gravel is used, it will be obtained from an approved gravel pit.

Exhibit E

Methods of Handling Waste Materials:

DRILL CUTTINGS WILL BE CONTAINED AND BURIED IN THE RESERVE PIT.

Drilling fluids, including any salts and chemicals, will be contained in the reserve pit. Upon termination of drilling and completion operations, the liquid contents of the reserve pit will be used at the next drill site or will be removed and disposed of at an approved waste disposal facility within 180 days after drilling is terminated. Immediately upon well completion, any hydrocarbons in the pit shall be removed.

Unless otherwise specified in the site specific APD, the reserve pit will be constructed on the location and will not be located within natural drainages, where a flood hazard exists or surface runoff will destroy or damage the pit walls. The reserve pit will be constructed so that it will not allow discharge of liquids.

If it is determined, at the onsite, that a pit liner is necessary, the reserve pit will be lined with a synthetic reinforced liner a minimum of 12-millimeters thick. The liner will overlay a felt-liner pad if rock that might tear or puncture the liner is encountered during excavation. The liner will overlap the pit walls and be covered with dirt and/or rocks to hold it in place. Trash, scrap pipe, etc. that could puncture the liner will not be disposed of in the pit. Pit walls will be sloped no greater than 2:1. A minimum 2-foot freeboard will be maintained in the pit at all times during the drilling and completion operations. The pit liner will be protected during drilling and completion operations.

Production fluids will be contained in leak-proof tanks. All production fluids will be sold, recycled, or disposed of at approved disposal sites.

Any spills of oil, gas, salt water, or other noxious fluids will be immediately cleaned up and removed to an approved disposal site.

A chemical self-contained sanitary-toilet will be onsite during drilling and completions.

Garbage, trash, and other waste materials will be collected in a portable, self-contained, fully enclosed trash cage during operations. Trash will not be burned on location.

All debris and other waste materials not contained in the trash cage will be cleaned up and removed from the location immediately after removal of the drilling rig.

Any open pits will be fenced during the operations. The reserve pit fencing will be on three sides before drilling operations start. The fourth side will be fenced as soon as drilling is completed and the rig is removed. The fencing will be maintained until such time as the pits are backfilled.

Ancillary Facilities:

GARBAGE CONTAINERS AND PORTABLE TOILETS ARE THE ONLY ANCILLARY FACILITIES PROPOSED. NO ADDITIONAL ANCILLARY FACILITIES ARE FORESEEN IN THE FUTURE.

Wellsite Layout:

A LOCATION LAYOUT DIAGRAM DESCRIBING DRILL PAD CROSS-SECTIONS, CUTS AND FILLS, AND LOCATIONS OF MUD TANKS, RESERVE PIT, FLARE PIT, PIPE RACKS, TRAILER PARKING, SPOIL DIRT stockpile(s), and the surface materials stockpile(s) will be included with the site specific APD and developed through a consultant.

Exhibit E

Plans for Restoration of the Surface:

The dirt contractor will be provided with an approved copy of the surface use plan and these Standard Operating Procedures prior to commencing construction activities.

Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, materials, trash, and debris not required for production. All reclamation standards will be developed between Bill Barrott Corporation (BBC) and UDWR. Abandoned well sites, roads, and other disturbed areas will be restored as near as practical to their original condition. Where applicable, these conditions may include the re-establishment of irrigation systems, the re-establishment of appropriate soil conditions, and the re-establishment of vegetation as specified.

All disturbed areas will be recontoured to the approximate natural contours.

Any drainage rerouted during the construction activities shall be restored as near as possible to its original line of flow.

Prior to backfilling the reserve pit, the fence surrounding the reserve pit will be removed. The pit liner will be cut off at the water or mud line and disposed of at an approved landfill site. The remaining liner will be torn and perforated after the pit dries and prior to backfilling the reserve pit.

Before any dirt work associated with reserve pit restoration takes place, the reserve pit shall be as dry as possible. All debris in it will be removed. Other waste and spoil materials will be disposed of immediately upon completion of operations. The reserve pit will be reclaimed within 180 days from the date of well completion, weather permitting, unless it is determined that this location will be utilized to drill additional wells within 1 year of completing operations.

After the reserve pit has been reclaimed, diversion ditches and water bars will be used to divert precipitation runoff/runoff as appropriate.

Prior to the construction of the location, the top 6 inches or maximum available topsoil material will be stripped and stockpiled. Placement of the topsoil will be noted on the location plat attached to the site specific APD. Topsoil shall be stockpiled separately from subsoil materials. Topsoil salvaged from the reserve pit shall be stockpiled separately near the reserve pit. When all drilling and completion activities have been completed, the unused portion of the location (area outside the deadmen) will be recontoured and the stockpiled topsoil spread over the area.

If topsoil must be stored for more than one year:

It shall be windrowed on the uphill side of the location to prevent any possible contamination. All topsoil will be stockpiled for reclamation in such a way as to prevent soil loss and contamination.

It shall be broadcast seeded with the prescribed seed mixture immediately after windrowing. Seed will be drilled on the contour to an appropriate depth and the stockpile then "walked" with a dozer to cover the seed and roughen the soil to prevent erosion.

Mulching may be considered to enhance the re-establishment of desired native plant communities. If straw or hay mulch is used, the straw and hay must be certified to be weed-free and the documentation submitted prior to usage.

Exhibit E

When restoration activities have been completed, the location site and new access road cuts and shoulders shall be reseeded. Prior to reseeding, all disturbed areas, including the old access road will be scarified and left with a rough surface.

UDWR shall be contacted for the required seed mixture. Seed will be drilled on the contour to an appropriate depth. If broadcast seeded, the amount of seed mixture per acre will be doubled, and a harrow or some other implement will be dragged over the seeded area to assure coverage of the seeds.

At final abandonment, BBC will follow UT-DOGMA standards for final well abandonment.

Other Information:

The operator is fully responsible for the actions of its subcontractors. A copy of these conditions will be furnished to the BBC field representative to ensure compliance.

The operator will control noxious weeds along applied access road authorizations, pipeline route authorizations, well sites or other applicable facilities

Wells drilled during the fire season (June – October) all appropriate precautions shall be instituted to ensure that fire hazard is minimized, including, but not limited to, controlling vegetation and keeping fire fighting equipment readily available during all drilling and completion operations.

Drilling rigs and/or equipment used during drilling operations on locations will not be stacked or stored on UDWR administered lands after the conclusion of drilling operations or at any other time without permission by the UDWR. If UDWR permission is obtained, such storage will only be temporary measure.

Travel will be restricted to approved travel routes.

Bill Barrett Corporation and UDWR Contacts:

BBC REPRESENTATIVES:

DON HAMILTON, REGULATORY AND PERMITTING; PHONE: (435) 719-2018

UDWR REPRESENTATIVES:

BEN WILLIAMS, UDWR, WILDLIFE RESOURCES; PHONE: (435) 781-5357
BILL JAMES, UDWR, WILDLIFE RESOURCES, MANAGER; PHONE: (801) 538-4745

Exhibit F
Reclamation Bond #LPM8986618 Fidelity and Deposit Company of Maryland

Bond Number LPM8986618

Easement Permit Bond

KNOW ALL MEN BY THESE PRESENTS, That We Bill Barrett Corporation
of Denver, CO

hereinafter referred to as the Principal, and Fidelity and Deposit Company of Maryland
a corporation organized and existing under the laws of the State of Maryland

and authorized to do business in the State of Utah as Surety, are held and firmly
bound unto State of Utah, Department of Natural Resources, Division of Wildlife
Resources, 1594 W. North Temple, Ste 2110, SLC, UT

herein after referred to as Oblige, in the sum of One Hundred Forty Five Thousand and no/100 Dollars
~~(\$145,000.00)~~ lawful money of the United States of America
to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators,
successors and assigns, firmly by these presents.

WHEREAS, the Principal has applied for a license or permit for DUC 0910 EA 055 for the following well sites:
4-26-36 BTR, 16-21-36 BTR, 14-21-36 BTR, and 7-16-36 BTR and their supporting roads and pipelines for the
term beginning the 7th of January 2010 and ending the 7th of January 2011 to cover the term of said License or
Permit.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of this lease according to the
requirements of the ordinance of said Oblige and protect
said Oblige from any damage as hereinbefore stated, then
this obligation shall be null and void; otherwise to remain in full force and effect.

THIS BOND WILL continue in force until January 7, 2011 and will continue with a Continuation
Certificate signed by Principal and Surety.

SIGNED, SEALED and DATED this 7th day of January 2010

Bill Barrett Corporation

Principal

By: Huntington T. Walker
Huntington T. Walker
Sr. Vice President - Land

Fidelity and Deposit Company of Maryland

Surety

By: Emily R. Terhune
Emily R. Terhune, Attorney-in-Fact



Exhibit F

Reclamation Bond #LPM8986618 Fidelity and Deposit Company of Maryland

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Desiree E. WESTMORELAND and Kathleen A. SNYDER and Emily R. TERHUNE, all of Wichita, Kansas, each of whom had lawful power of Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as aforesaid, and as its agents, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these powers, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Erica M. PLUMMER, Desiree E. WESTMORELAND, Kathleen A. SNYDER, dated June 19, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 9th day of March, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gregory E. Murray

By: David S. Hewett

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland } ss:
City of Baltimore

On this 9th day of March, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the Individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

Exhibit G
COOPERATIVE AGREEMENT

between

BILL BARRETT CORPORATION

and the

UTAH DIVISION OF WILDLIFE RESOURCES

for

*Mitigation Related to Oil and Gas Field Development
on the Rabbit Gulch Wildlife Management Area*

WHEREAS, Bill Barrett Corporation ("BBC") and their agents/contractors, desire to construct well pads, roads, and pipelines, and drill four (4) oil and natural gas wells, said wells specifically identified as well 4-26-36 BTR, 16-21-36 BTR, 14-21-36 BTR, and 7-16-36 BTR, beginning in the Summer, 2011 and running until completion without having to undergo delays related to winter wildlife closures during the term of this agreement; and,

WHEREAS, in recognition of the crucial wildlife habitat values found in the area, BBC sought to coordinate early with Utah Division of Wildlife Resources (DWR) staff and to develop practicable solutions which enabled field development and also provided for compensatory mitigation to support habitat restoration benefiting wildlife; and,

WHEREAS, the Division has assessed wildlife habitat conditions in the area, and identified specific opportunities to compensate for unavoidable effects of oil and gas field related disturbance by instituting specific wildlife habitat restoration practices which would yield substantial benefits for wildlife; and,

WHEREAS, the Division in this instance feels that it would be in the best interests of wildlife to accept a commensurate payment from BBC, who have worked diligently to mitigate for their construction impacts by coordinating early with DWR staff, which would enable DWR and their cooperators to conduct habitat treatments of a type and extent which would serve wildlife and also supply BBC's compensatory mitigation.

NOW, THEREFORE, let this document serve to capture the essence of the agreement by BBC and DWR, to the effect that BBC has or will issue to DWR a single, **Twenty-Thousand, Eight-Hundred Dollars (\$20,800)** compensatory mitigation payment, plus a **Five-Thousand, Two-Hundred Dollars (\$5,200)** payment for each well in the process of being drilled or completed at any time between the dates of December 1 and April 15 (winter closure period) during the term of this agreement, specifically intended to enable DWR to conduct several hundred acres of habitat restoration, situated reasonably near the originally impacted wildlife habitats, as DWR determined would be most effective for benefiting wildlife populations of the area. The funds may be used for any related expense pertaining to such wildlife habitat treatments as may be conducted in the general area, but not for unrelated purposes or distantly removed locations.

The term of this agreement shall commence on the date of the last signature below, and shall terminate at midnight on April 15, 2012.

AGREED TO BY:

James F. Karpowitz

ACTING DIRECTOR

James F. Karpowitz, Director
Utah Division of Wildlife Resources
Salt Lake City, UT

4/4/10

Date

Linda Braithwaite

Linda Braithwaite, Financial Manager
Utah Division of Wildlife Resources
Salt Lake City, UT

3/31/10

Date



November 7, 2008

Utah Division of Oil, Gas and Mining
P.O. Box 145801
1594 West North Temple, Suite 1210
Salt Lake City, Utah 84114-5801

14-21-36 BTR
Utah Division of Wildlife Resource Surface/Tribal Minerals
NESW, Section 21-T3S-R6W
Duchesne County, Utah

Diana Mason, Permitting - Petroleum Technician:

Enclosed please find two copies of Bill Barrett Corporation's (BBC) application for permit to drill the above captioned well. Montgomery Archeological Consultants conducted a Class III archeological survey for this location in October 2008 and once BBC receives the final report a copy will be forwarded to your attention. EIS Environmental and Engineering Consulting conducted a "Threatened, Endangered, Candidate, and Sensitive Species Habitat Delineation Survey" on October 10, 2008. No endangered species were identified in this survey. The result of this survey has previously been sent under another cover.

BBC has applied for a Right-of Way and Easement Agreement with the Utah Division of Wildlife Resource who is the current surface owner. Once this agreement is obtained, a signed copy will be provided to the Utah Division of Oil, Gas and Mining.

Please contact me at (303) 312-8546 if you need anything additional or have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Reed Haddock'.

Reed Haddock
Permit Analyst

RECEIVED
NOV 12 2008
DIV. OF OIL, GAS & MINING

Enclosures

1099 18TH STREET
SUITE 2300
DENVER, CO 80202
P 303.293.9100
F 303.291.0420

Bill Barrett Corporation
Drilling Program
14-21-36 BTR
Duchesne County, Utah

HAZARDOUS MATERIAL DECLARATION

WELL NO. # 14-21-36 BTR - LEASE NO. BIA-EDA-2OG0005608

Bill Barrett Corporation guarantees that during the drilling and completion of the above referenced well, we will not use, produce, or store, transport or dispose 10,000# annually of any of the hazardous chemicals contained in the Environmental Protection Agency's consolidated list of chemicals subject to reporting under Title III Super Amendments and Reauthorization Act (SARA) of 1986.

Bill Barrett Corporation guarantees that during the drilling and completion of the above referenced well, we will use, produce, store, transport, or dispose less than the threshold planning quantity (TPQ) of any extremely hazardous substances as defined in 40 CFR 355.

DRILLING PLAN

BILL BARRETT CORPORATION
 # 14-21-36 BTR

SHL: NE/4 SW/4, 1405' FSL & 2285' FWL, Section 21-T3S-R6W
 BHL: NE/4 SW/4, 1405' FSL & 2285' FWL, Section 21-T3S-R6W
 Surface Owner: Utah Division of Wildlife Resources
 Duchesne County, Utah

1 - 3. **Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals**

<u>Formation</u>	<u>Depth – MD</u>
Green River	3,382'
Douglas Creek	6,317'
Black Shale	7,033'
Castle Peak	7,157'
Wasatch	7,930' *
TD	9,798'

*PROSPECTIVE PAY

The Wasatch and the North Horn are primary objectives for oil/gas.

4. **Casing Program**

A) **Planned Program**

<u>Hole Size</u>	<u>SETTING DEPTH</u>		<u>Casing Size</u>	<u>Casing Weight</u>	<u>Casing Grade</u>	<u>Thread</u>	<u>Condition</u>
	<u>(FROM)</u>	<u>(TO)</u>					
12 1/2"	surface	3,000'	9 5/8"	36#	J or K 55	ST&C	New
8 3/4"	surface	TD	5 1/2"	17#	P-110	LT&C	New

For any liner ran BBC intends to have a minimum of 200' of liner overlap.

5. **Cementing Program**

A) **Planned Program**

9 5/8" Surface Casing	Approximately 770 sx Halliburton Light Premium with additives mixed at 12.7 ppg (yield = 1.82 ft ³ /sx) circulated to surface with 75% excess. Approximately 230 sx Halliburton Premium Plus cement with additives mixed at 15.8 ppg (yield = 1.20 ft ³ /sx).
5 1/2" Production Casing	Approximately 340 sx Halliburton Hi-Fill Modified cement with additives mixed at 10.7 ppg (yield = 2.92 ft ³ /sx). Approximately 290 sx Halliburton Tuned Light RS-1 cement with additives mixed at 11.5 ppg (yield = 3.21 ft ³ /sx). Top of cement to be determined by log and sample evaluation; estimated TOC 2,500'.

6. **Mud Program**

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss (API filtrate)</u>	<u>Remarks</u>
40' – 3,000'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
3,000' – TD	8.6 – 9.2	42-52	20 cc or less	DAP Polymer Fluid System
Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.				

7. **BOP and Pressure Containment Data**

<u>Depth Intervals</u>	<u>BOP Equipment</u>
0 – 3,000'	No pressure control required
3,000' – TD	11" 5000# Ram Type BOP 11" 5000# Annular BOP
- Drilling spool to accommodate choke and kill lines;	
- Ancillary and choke manifold to be rated @ 5000 psi;	
- Ancillary equipment and choke manifold rated at 7,500 psi. All BOP and BOPE tests will be in accordance with the requirements of onshore Order No. 2;	
- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests.	
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up To operate most efficiently in this manner.	

8. **Auxiliary Equipment**

- a) Upper kelly cock; lower Kelly cock will be installed while drilling
- b) Inside BOP or stab-in valve (available on rig floor)
- c) Safety valve(s) and subs to fit all string connections in use
- d) Mud monitoring will be visually observed

9. **Testing, Logging and Core Programs**

Cores	None anticipated;
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface). FMI & Sonic Scanner to be run at geologist's discretion.

If BBC pursues the "Alternate" program, a suite of the above logs will be run on both the intermediate and production hole sections.

10. **Anticipated Abnormal Pressures or Temperatures**

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 4687 psi* and maximum anticipated surface pressure equals approximately 2531 psi** (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

Bill Barrett Corporation
Drilling Program
14-21-36 BTR
Duchesne County, Utah

*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

**Maximum surface pressure = A - (0.22 x TD)

11. Location and Type of Water Supply

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W.

12. Drilling Schedule

Location Construction: Approximately February 1, 2009

Spud: Approximately March 1, 2009

Duration: 30 days drilling time

45 days completion time

14-21-36 BTR Proposed Cementing Program

<u>Job Recommendation</u>	<u>Surface Casing</u>
Lead Cement - (2500' - 0')	
Halliburton Light Premium	Fluid Weight: 12.7 lbm/gal
1.0% Calcium Chloride	Slurry Yield: 1.82 ft ³ /sk
0.125 lbm/sk Ploy-E-Flake	Total Mixing Fluid: 9.72 Gal/sk
	Top of Fluid: 0'
	Calculated Fill: 2,500'
	Volume: 244.02 bbl
	Proposed Sacks: 770 sks
Tail Cement - (TD - 2500')	
Premium Cement	Fluid Weight: 15.8 lbm/gal
2.0% Calcium Chloride	Slurry Yield: 1.20 ft ³ /sk
0.125 lbm/sk Ploy-E-Flake	Total Mixing Fluid: 5.238 Gal/sk
	Top of Fluid: 2,500'
	Calculated Fill: 500'
	Volume: 48.80 bbl
	Proposed Sacks: 230 sks

<u>Job Recommendation</u>	<u>Production Casing</u>
Lead Cement - (6533' - 3000')	
Halliburton Hi-Fill Modified	Fluid Weight: 10.7 lbm/gal
0.2% HR-5	Slurry Yield: 2.92 ft ³ /sk
0.25 lbm/sk Poly-E-Flake	Total Mixing Fluid: 17.26 Gal/sk
5.0 lbm/sk Gilsonite	Top of Fluid: 3,000'
	Calculated Fill: 3,533'
	Volume: 174.83 bbl
	Proposed Sacks: 340 sks
Tail Cement - (9798' - 6533')	
Halliburton Tuned Light RS-1	Fluid Weight: 11.5 lbm/gal
0.2% Super CBL	Slurry Yield: 3.21 ft ³ /sk
0.2% HR-5	Total Mixing Fluid: 18.56 Gal/sk
	Top of Fluid: 6,533'
	Calculated Fill: 3,265'
	Volume: 161.58 bbl
	Proposed Sacks: 290 sks

Well name:	BTR General
Operator:	Bill Barrett Corporation
String type:	Surface
Location:	Duchesne County, UT

Design parameters:

Collapse
Mud weight: 8.90 ppg

Design is based on evacuated pipe.

Burst

Max anticipated surface pressure: 911 psi
Internal gradient: 0.22 psi/ft
Calculated BHP: 1,351 psi

No backup mud specified.

Minimum design factors:

Collapse:
Design factor: 1.125

Burst:
Design factor: 1.00

Tension:
8 Round STC: 1.80 (J)
8 Round LTC: 1.80 (J)
Buttress: 1.80 (J)
Premium: 1.80 (J)
Body yield: 1.80 (B)

Tension is based on buoyed weight.
Neutral point: 1,737 ft

Environment:

H2S considered? No
Surface temperature: 70.00 °F

Bottom hole temperature: 94 °F
Temperature gradient: 1.22 °F/100ft
Minimum section length: 1,500 ft

Cement top: Surface

Non-directional string.

Re subsequent strings:

Next setting depth: 9,500 ft
Next mud weight: 10.600 ppg
Next setting BHP: 5,231 psi
Fracture mud wt: 13.000 ppg
Fracture depth: 2,000 ft
Injection pressure: 1,351 psi

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft³)
1	2000	9.625	36.00	J-55	ST&C	2000	2000	8.796	142.4

Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	925	2020	2.185	1351	3520	2.61	63	394	6.30 J

Prepared Dominic Spencer
by: Bill Barrett

Phone: (303) 312-8164
FAX: (303) 291-0420

Date: September 2, 2008
Denver, Colorado

Remarks:

Collapse is based on a vertical depth of 2000 ft, a mud weight of 8.9 ppg. The casing is considered to be evacuated for collapse purposes.
Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

Engineering responsibility for use of this design will be that of the purchaser.

Well name:	BTR General
Operator:	Bill Barrett Corporation
String type:	Production
Location:	Duchesne County, UT

Design parameters:

Collapse

Mud weight: 10.60 ppg

Design is based on evacuated pipe.

Minimum design factors:

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

Environment:

H2S considered? No
 Surface temperature: 70.00 °F
 Bottom hole temperature: 186 °F
 Temperature gradient: 1.22 °F/100ft
 Minimum section length: 1,500 ft

Cement top: 2,000 ft

Burst

Max anticipated surface

pressure: 3,141 psi

Internal gradient: 0.22 psi/ft

Calculated BHP 5,231 psi

No backup mud specified.

Tension:

8 Round STC: 1.80 (J)

8 Round LTC: 1.80 (J)

Buttress: 1.80 (J)

Premium: 1.80 (J)

Body yield: 1.80 (B)

Non-directional string.

Tension is based on buoyed weight.

Neutral point: 7,973 ft

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft³)
1	9500	5.5	17.00	P-110	LT&C	9500	9500	4.767	327.4
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	5231	7480	1.430	5231	10640	2.03	136	445	3.28 J

Prepared Dominic Spencer
 by: Bill Barrett

Phone: (303) 312-8164
 FAX: (303) 291-0420

Date: September 2,2008
 Denver, Colorado

Remarks:

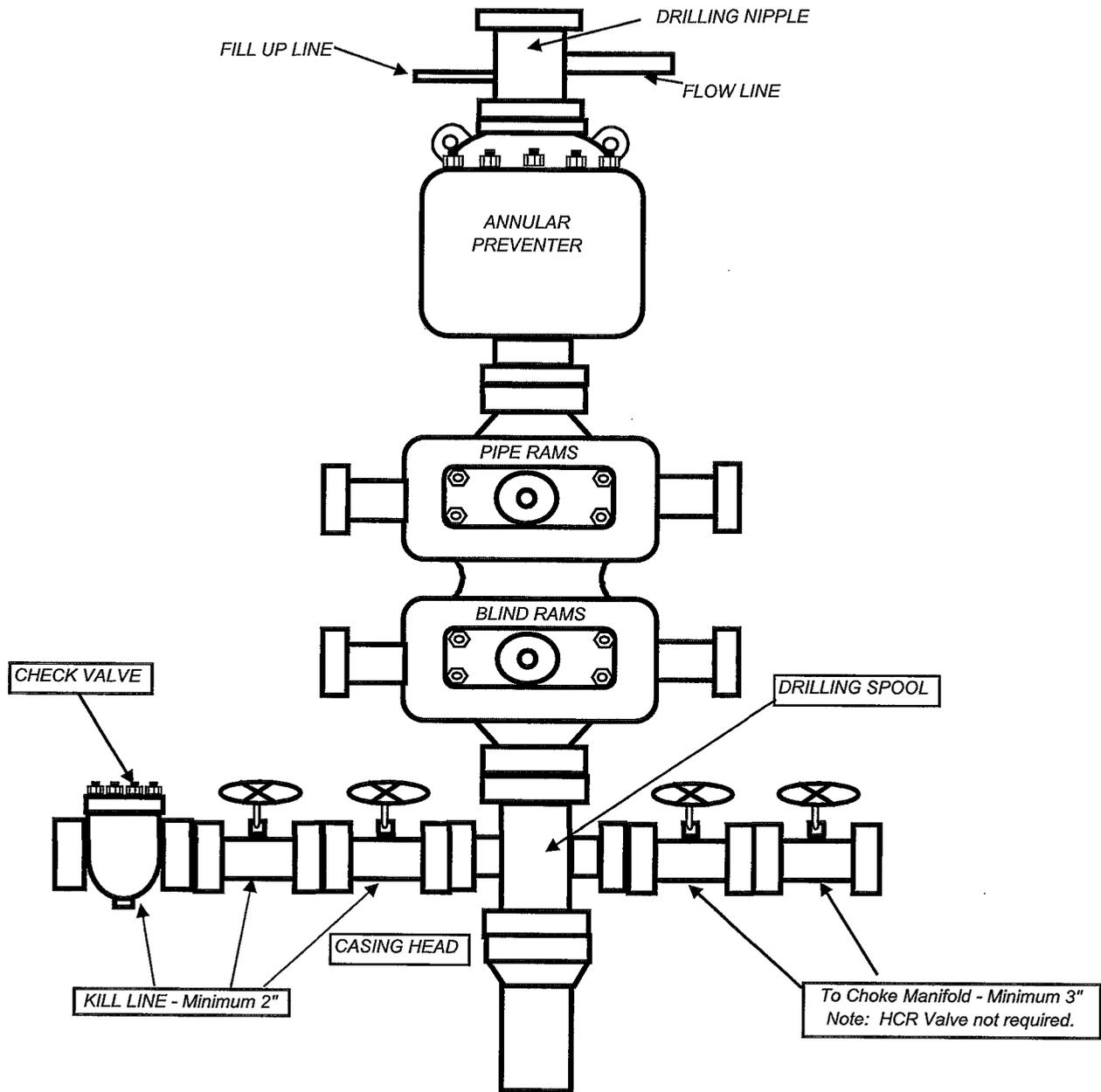
Collapse is based on a vertical depth of 9500 ft, a mud weight of 10.6 ppg The casing is considered to be evacuated for collapse purposes.
 Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

Engineering responsibility for use of this design will be that of the purchaser.

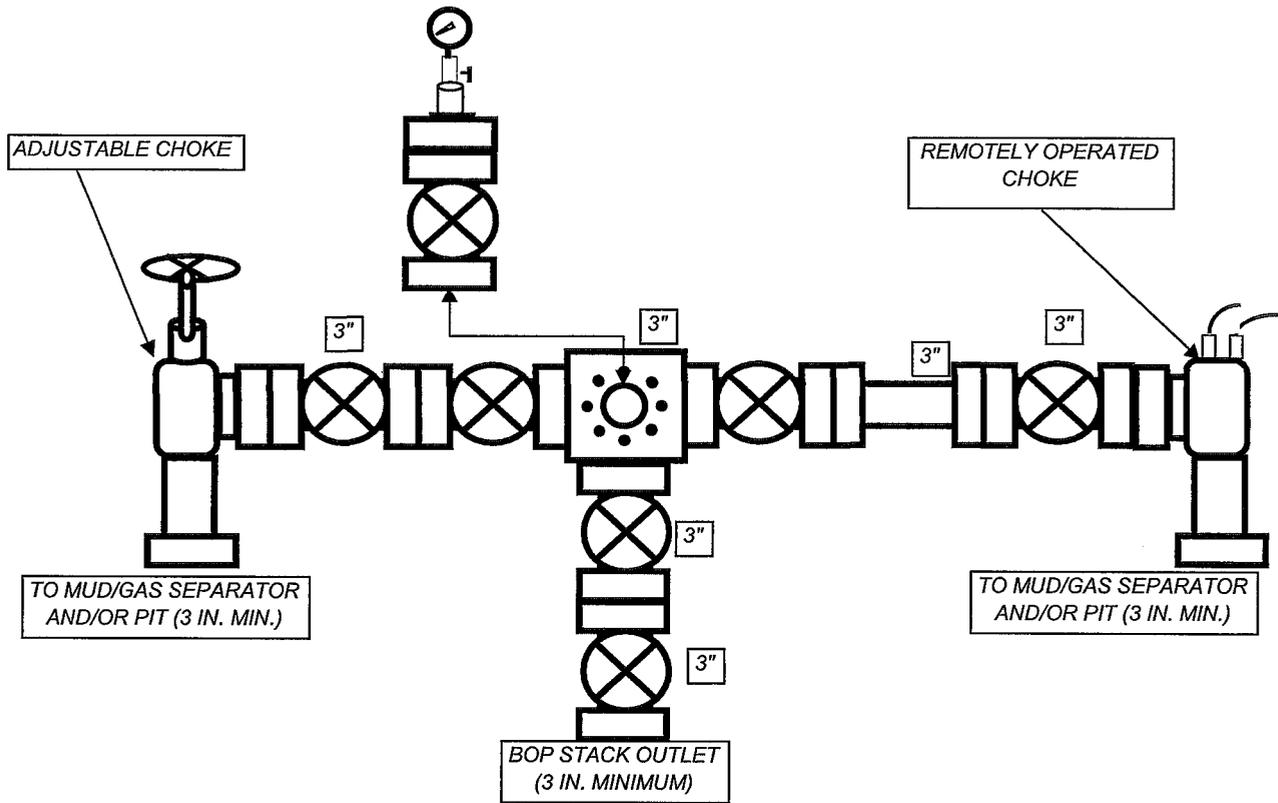
BILL BARRETT CORPORATION

TYPICAL 5,000 p.s.i. BLOWOUT PREVENTER



BILL BARRETT CORPORATION

TYPICAL 5,000 p.s.i. CHOKE MANIFOLD



**Surface Use Plan for
Bill Barrett Corporation's
Development Program
Black Tail Ridge Area
Duchesne County, Utah**

1. Existing Roads:

The Black Tail Ridge Areas are located approximately 12 miles Southwest of Duchesne, Utah and extend from Township 3 South, Range 5 West, Range 6 West, and Range 7 West and the North ½ of Township 4 South, Range 5 West, Range 6 West, and Range 7 West. The specific location of a particular well pad will be shown on maps and described in the site specific APD.

The use of state and county roads under UDOT and Duchesne County Road Department maintenance is necessary to access the Project Area. Improvements to existing access roads will be noted in the site specific APD's.

2. Planned Access Roads:

Descriptions of the individual access road(s) will be included in the site specific APD and ROW application.

Surface disturbance and vehicular traffic will be limited to the approved location and approved access route. Any additional area needed will be approved in advance with the UDWR.

3. Location of Existing Wells With-In A One-Mile Radius

Water wells – None.

Shut-In wells – NE/4, Section 22, T3S, R6W
NE/4 Section 28, T3S, R6W

Abandoned wells – SE/4, Section 21, T3S, R6W
SW/4, Section 21, T3S, R6W
SW/4, Section 16, T3S, R6W

Disposal wells – None.

Drilling wells – None.

Producing wells – SE/4, Section 22, T3S, R6W
SE/4, Section 20, T3S, R6W

Proposed Location – SE/4, Section 21, T3S, R6W

4. Location of Tank Batteries, Production Facilities, and Production Gathering And Service Lines:

The following guidelines will apply if the well is productive:

All permanent (on site for six months or longer) structures constructed or installed will conform to DOGM standards. All facilities will be painted within six months of installation.

A containment dike will be constructed completely around production facilities which contain fluids (i.e., production tanks, produced water tanks). This dike will be constructed of compacted subsoil, be impervious, and hold a minimum of 110% of the capacity of the largest tank. Topsoil will not be used for the construction of dike(s).

A description of the proposed pipeline and a map illustrating the proposed route will be submitted with the well site specific APD.

5. **Location and Type of Water Supply**

The Duchesne City Culinary Water Dock located in section 1, T4S-R5W will be used for water supply for drilling and completion operations. Additional water supply sources will be addressed in the site specific APD, indicating the location and type of water supply.

6. **Source of Construction Materials:**

All construction materials for this location site and access road shall be borrowed (local) material accumulated during construction of the location site and access road. No construction materials will be removed from UDWR lands. If any gravel is used, it will be obtained from an approved gravel pit.

7. **Methods of Handling Waste Materials:**

Drill cuttings will be contained and buried in the reserve pit.

Drilling fluids, including any salts and chemicals, will be contained in the reserve pit. Upon termination of drilling and completion operations, the liquid contents of the reserve pit will be used at the next drill site or will be removed and disposed of at an approved waste disposal facility within 180 days after drilling is terminated. Immediately upon well completion, any hydrocarbons in the pit shall be removed.

Unless otherwise specified in the site specific APD, the reserve pit will be constructed on the location and will not be located within natural drainages, where a flood hazard exists or surface runoff will destroy or damage the pit walls. The reserve pit will be constructed so that it will not allow discharge of liquids.

If it is determined, at the onsite, that a pit liner is necessary, the reserve pit will be lined with a synthetic reinforced liner a minimum of 12-millimeters thick. The liner will overlay a felt-liner pad if rock that might tear or puncture the liner is

encountered during excavation. The liner will overlap the pit walls and be covered with dirt and/or rocks to hold it in place. Trash, scrap pipe, etc. that could puncture the liner will not be disposed of in the pit. Pit walls will be sloped no greater than 2:1. A minimum 2-foot freeboard will be maintained in the pit at all times during the drilling and completion operations. The pit liner will be protected during drilling and completion operations.

No water well will be drill on this lease. Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W. The trucked water will follow the access route described in the plat package of each APD. Production fluids will be contained in leak-proof tanks. All production fluids will be sold, recycled, or disposed of at approved disposal sites.

Any spills of oil, gas, salt water, or other noxious fluids will be immediately cleaned up and removed to an approved disposal site.

A chemical self-contained sanitary-toilet will be onsite during drilling and completions.

Garbage, trash, and other waste materials will be collected in a portable, self-contained, fully enclosed trash cage during operations. Trash will not be burned on location.

All debris and other waste materials not contained in the trash cage will be cleaned up and removed from the location immediately after removal of the drilling rig.

Any open pits will be fenced during the operations. The reserve pit fencing will be on three sides before drilling operations start. The fourth side will be fenced as soon as drilling is completed and the rig is removed. The fencing will be maintained until such time as the pits are backfilled.

8. Ancillary Facilities:

Garbage containers and portable toilets are the only ancillary facilities proposed. No additional ancillary facilities are foreseen in the future.

9. Wellsite Layout:

A Location Layout Diagram describing drill pad cross-sections, cuts and fills, and locations of mud tanks, reserve pit, flare pit, pipe racks, trailer parking, spoil dirt stockpile(s), and the surface materials stockpile(s) will be included with the site specific APD and developed through a consultant.

10. Plans for Restoration of the Surface:

The dirt contractor will be provided with an approved copy of the surface use plan and these Standard Operating Procedures prior to commencing construction activities.

Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, materials, trash, and debris not required for production. All reclamation standards will be developed between Bill Barrett Corporation (BBC) and UDWR. Abandoned well sites, roads, and other disturbed areas will be restored as near as practical to their original condition. Where applicable, these conditions may include the re-establishment of irrigation systems, the re-establishment of appropriate soil conditions, and the re-establishment of vegetation as specified.

All disturbed areas will be recontoured to the approximate natural contours.

Any drainage rerouted during the construction activities shall be restored as near as possible to its original line of flow.

Prior to backfilling the reserve pit, the fence surrounding the reserve pit will be removed. The pit liner will be cut off at the water or mud line and disposed of at an approved landfill site. The remaining liner will be torn and perforated after the pit dries and prior to backfilling the reserve pit.

Before any dirt work associated with reserve pit restoration takes place, the reserve pit shall be as dry as possible. All debris in it will be removed. Other waste and spoil materials will be disposed of immediately upon completion of operations. The reserve pit will be reclaimed within 180 days from the date of well completion, weather permitting, unless it is determined that this location will be utilized to drill additional wells within 1 year of completing operations.

After the reserve pit has been reclaimed, diversion ditches and water bars will be used to divert precipitation runoff/runoff as appropriate.

Prior to the construction of the location, the top 6 inches or maximum available topsoil material will be stripped and stockpiled. Placement of the topsoil will be noted on the location plat attached to the site specific APD. Topsoil shall be stockpiled separately from subsoil materials. Topsoil salvaged from the reserve pit shall be stockpiled separately near the reserve pit. When all drilling and completion activities have been completed, the unused portion of the location (area outside the deadmen) will be recontoured and the stockpiled topsoil spread over the area.

If topsoil must be stored for more than one year:

It shall be windrowed on the uphill side of the location to prevent any possible contamination. All topsoil will be stockpiled for reclamation in such a way as to prevent soil loss and contamination.

It shall be broadcast seeded with the prescribed seed mixture immediately after windrowing. Seed will be drilled on the contour to an appropriate depth and the stockpile then "walked" with a dozer to cover the seed and roughen the soil to prevent erosion.

Mulching may be considered to enhance the re-establishment of desired native plant communities. If straw or hay mulch is used, the straw and hay must be certified to be weed-free and the documentation submitted prior to usage.

When restoration activities have been completed, the location site and new access road cuts and shoulders shall be reseeded. Prior to reseeding, all disturbed areas, including the old access road will be scarified and left with a rough surface.

UDWR shall be contacted for the required seed mixture. Seed will be drilled on the contour to an appropriate depth. If broadcast seeded, the amount of seed mixture per acre will be doubled, and a harrow or some other implement will be dragged over the seeded area to assure coverage of the seeds.

At final abandonment, BBC will follow UT-DOGMA standards for final well abandonment.

11. Surface Ownership

The well location and proposed access road route is located on Utah Division of Wildlife Resource surface estate.

I hereby certify that Bill Barrett Corporation will apply for a surface use agreement with the Utah Division of Wildlife Resource for the protection of surface resources and reclamation of disturbed areas and/or damages in lieu thereof. Once this final signed agreement is in place copies will be sent to the Utah Division of Oil, Gas and Mining and the Vernal BLM Field office.

11/7/2008
Date

Reed Haddock
Reed Haddock – Permit Analyst
Bill Barrett Corporation

12. Other Information:

The operator is fully responsible for the actions of its subcontractors. A copy of these conditions will be furnished to the BBC field representative to ensure compliance.

The operator will control noxious weeds along applied access road authorizations, pipeline route authorizations, well sites or other applicable facilities

Wells drilled during the fire season (June – October) all appropriate precautions shall be instituted to ensure that fire hazard is minimized, including, but not limited to, controlling vegetation and keeping fire fighting equipment readily available during all drilling and completion operations.

Drilling rigs and/or equipment used during drilling operations on locations will not be stacked or stored on UDWR administered lands after the conclusion of drilling operations or at any other time without permission by the UDWR. If UDWR permission is obtained, such storage will only be temporary measure.

Travel will be restricted to approved travel routes.

Operator Name Bill Barrett Corporation

POD/Well Name # 14-21-36 BTR

OPERATOR CERTIFICATION

I hereby certify that I, or someone under my direct supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exist; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein will be performed in conformity with that APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application. These statements are subject to the provisions of 18 U.S.C. 1001 for the filing of false statements.

Name: Reed Haddock 11/7/08 Reed Haddock
(Signature) (Date) (Printed)

Position Title Permit Analyst

Address 1099 18th Street, Suite 2300, Denver, CO 80202

Telephone (303) 312-8546 Fax (303) 291-0420

Field Representative (if not above signatory) Mr. Mike Angus

Address (if different from above) P.O. Box 3110, Roosevelt, UT 84066

Telephone (if different from above) (435) 724-8016

E-mail (optional) mangus@billbarrettcorp.com

Agents not directly employed by the operator must submit a letter from the operator authorizing that agent to act or file this application on their behalf.

LEASE CERTIFICATION

Bill Barrett Corporation certifies that it is authorized by the proper lease interest owners and responsible under the terms and conditions of the lease to conduct lease operations associated with this application.

SURFACE OWNERSHIP

Bill Barrett Corporation certifies that they will provide a copy of the Surface Use Plan of Operations to the Utah Division of Wildlife Resource surface owner of the well site location once a final signed surface use agreement is in place.

BILL BARRETT CORPORATION
#14-21-36 BTR
SECTION 21, T3S, R6W, U.S.B.&M.

PROCEED IN A WESTERLY DIRECTION FROM DUCHESNE, UTAH ALONG U.S. HIGHWAY 40 APPROXIMATELY 6.9 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTHEAST; TURN RIGHT AND PROCEED IN A NORTHEASTELY DIRECTION APPROXIMATELY 0.3 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTH; TURN LEFT AND PROCEED IN A NORTHERLY DIRECTION APPROXIMATELY 1.0 MILES TO THE JUCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTHWEST; TURN LEFT AND PROCEED IN A NORTHWESTERLY, THEN WESTERLY DIRECTION APPROXIMATELY 3.7 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE SOUTH; TURN LEFT AND PROCEED IN A SOUTHERLY DIRECTION APPROXIMATELY 0.4 MILES TO THE BEGINNING OF THE PROPOSED ACCESS TO THE EAST; FOLLOW ROAD FLAGS IN A EASTERLY DIRECTION APPROXIMATELY 0.35 MILES TO THE PROPOSED WELL LOCATION.

TOTAL DISTANCE FROM DUCHESNE, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 12.65 MILES.

BILL BARRETT CORPORATION

#14-21-36 BTR

LOCATED IN DUCHESNE COUNTY, UTAH
SECTION 21, T3S, R6W, U.S.B.&M.



PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKE

CAMERA ANGLE: SOUTHERLY



PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS

CAMERA ANGLE: EASTERLY



- Since 1964 -



Uintah Engineering & Land Surveying

85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC 10 14 08
MAP MONTH DAY YEAR

TAKEN BY: D.R. DRAWN BY: Z.L. REVISED: 00-00-00

PHOTO

BILL BARRETT CORPORATION

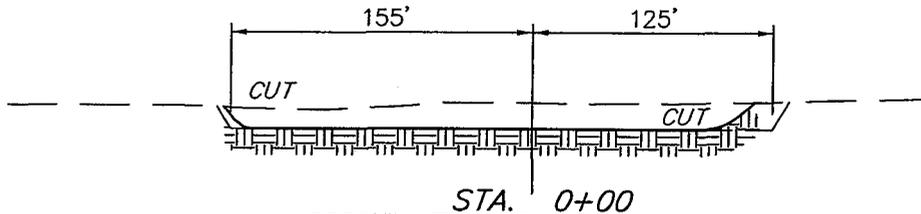
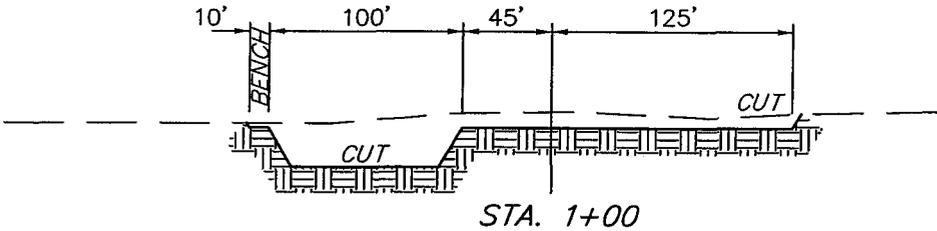
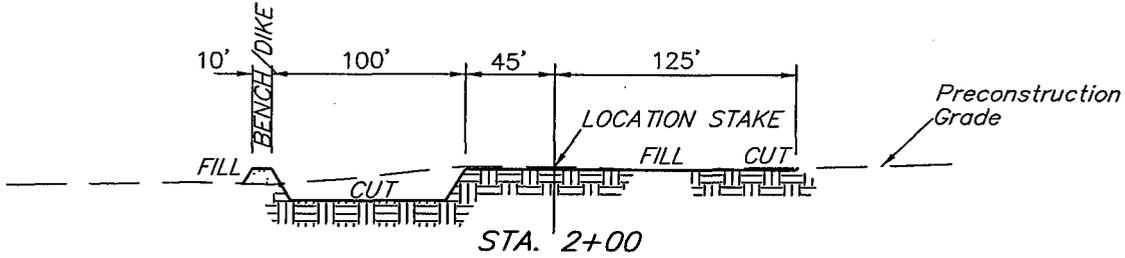
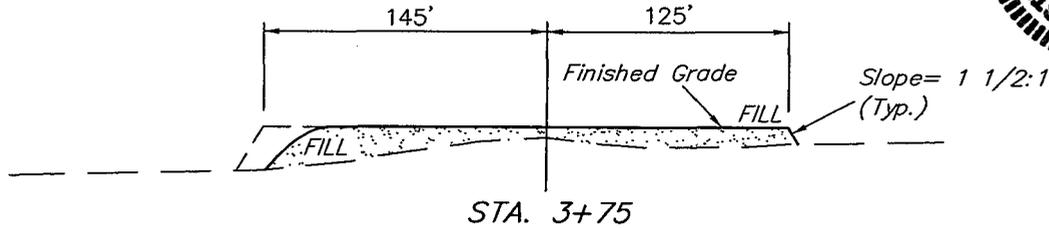
TYPICAL CROSS SECTIONS FOR

#14-21-36 BTR
SECTION 21, T3S, R6W, U.S.B.&M.
1405' FSL 2285' FWL

FIGURE #2

1" = 40'
X-Section Scale
1" = 100'

DATE: 10-21-08
DRAWN BY: C.H.



NOTE:

Topsoil should not be Stripped Below Finished Grade on Substructure Area.

APPROXIMATE ACREAGES

WELL SITE DISTURBANCE = ±3.122 ACRES
ACCESS ROAD DISTURBANCE = ±1.272 ACRES
PIPELINE DISTURBANCE = ±2.630 ACRES

*** NOTE:**

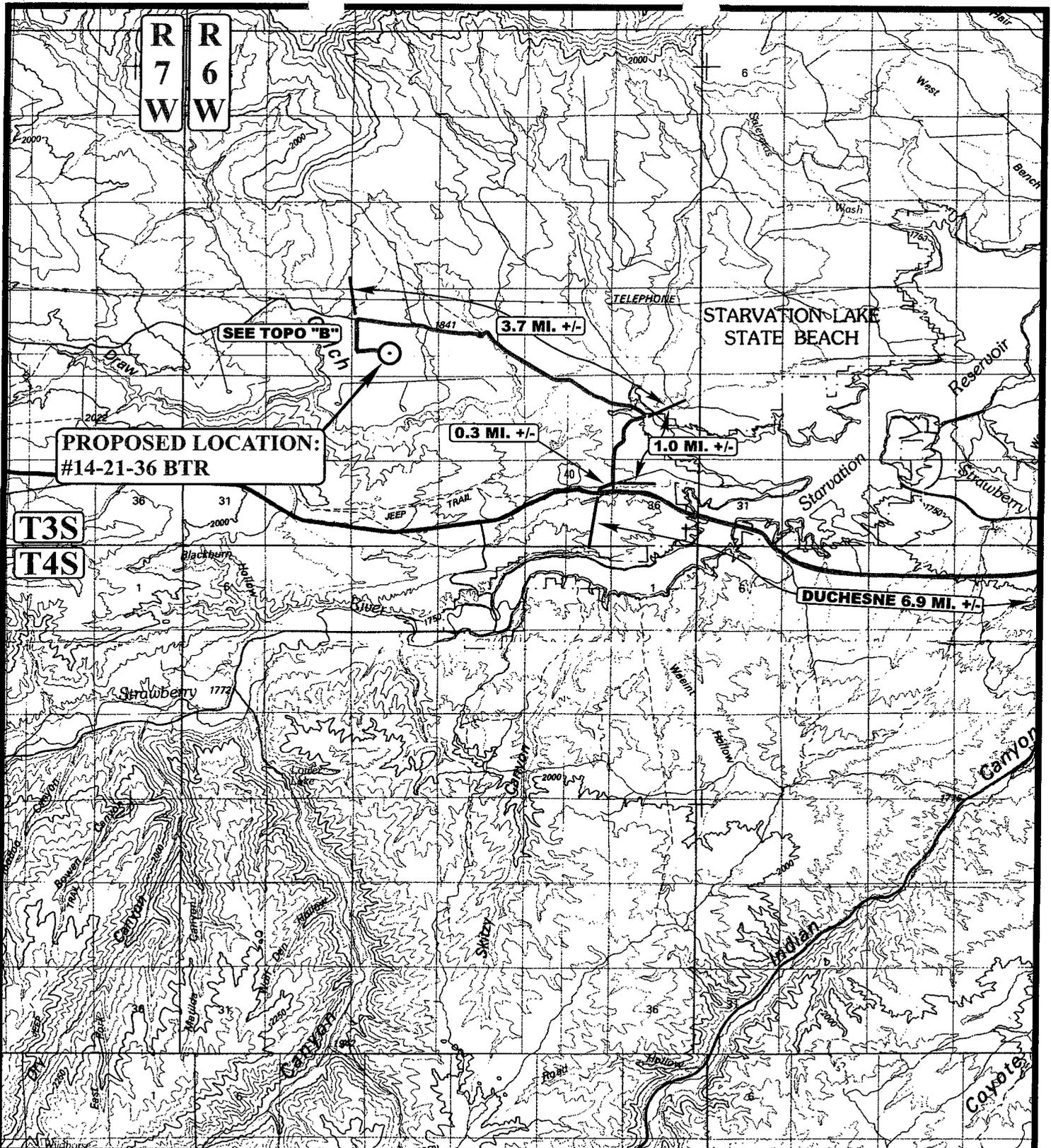
FILL QUANTITY INCLUDES 5% FOR COMPACTION

APPROXIMATE YARDAGES

TOTAL = ±7.024 ACRES

CUT		
(6") Topsoil Stripping	=	2,110 Cu. Yds.
Remaining Location	=	8,870 Cu. Yds.
TOTAL CUT	=	10,980 CU.YDS.
FILL	=	6,410 CU.YDS.

EXCESS MATERIAL	=	4,570 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.)	=	4,570 Cu. Yds.
EXCESS UNBALANCE (After Rehabilitation)	=	0 Cu. Yds.



LEGEND:

⊙ PROPOSED LOCATION



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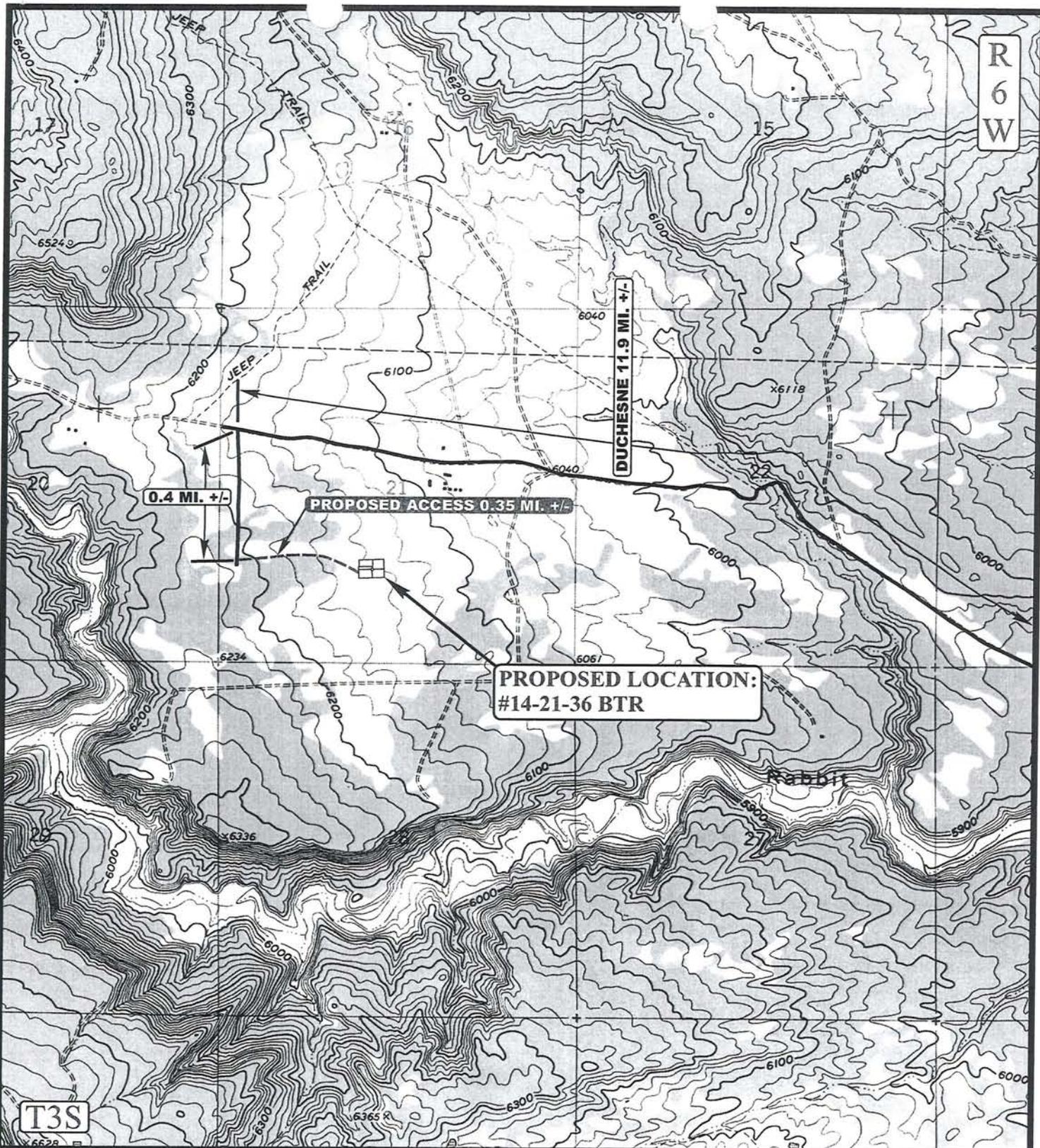
#14-21-36 BTR
 SECTION 21, T3S, R6W, U.S.B.&M.
 1405' FSL 2285' FWL

TOPOGRAPHIC
 MAP

10	14	08
MONTH	DAY	YEAR

SCALE: 1:100,000 | DRAWN BY: Z.L. | REVISED: 00-00-00





LEGEND:

- EXISTING ROAD
- - - - - PROPOSED ACCESS ROAD



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TOPOGRAPHIC
 MAP

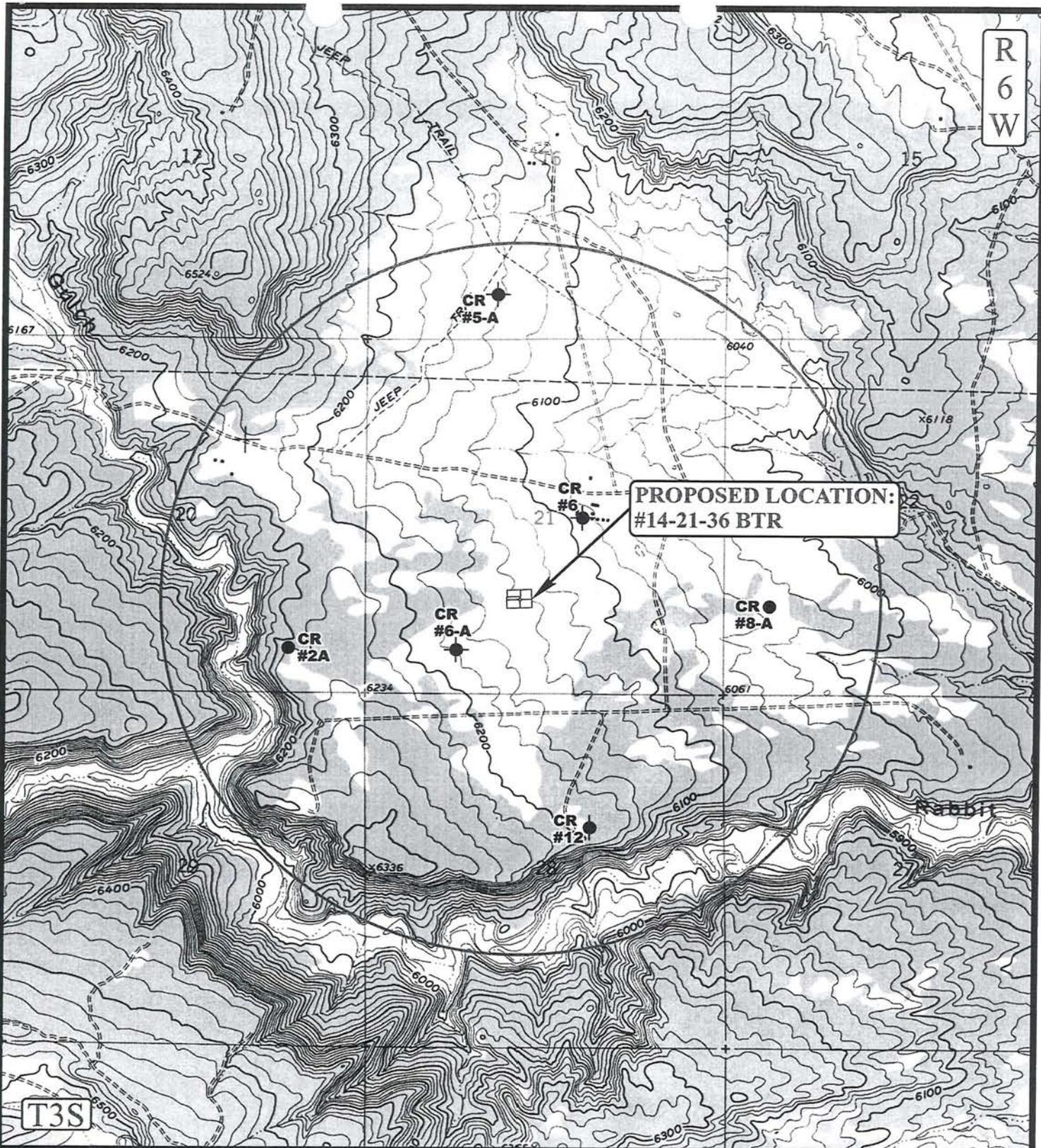
10 | 14 | 08
 MONTH | DAY | YEAR

SCALE: 1" = 2000'

DRAWN BY: Z.L.

REVISED: 00-00-00





R
6
W

**PROPOSED LOCATION:
#14-21-36 BTR**

LEGEND:

- | | |
|-------------------|-------------------------|
| ⊗ DISPOSAL WELLS | ⊗ WATER WELLS |
| ● PRODUCING WELLS | ● ABANDONED WELLS |
| ● SHUT IN WELLS | ● TEMPORARILY ABANDONED |

BILL BARRETT CORPORATION

#14-21-36 BTR
SECTION 21, T3S, R6W, U.S.B.&M.
1405' FSL 2285' FWL



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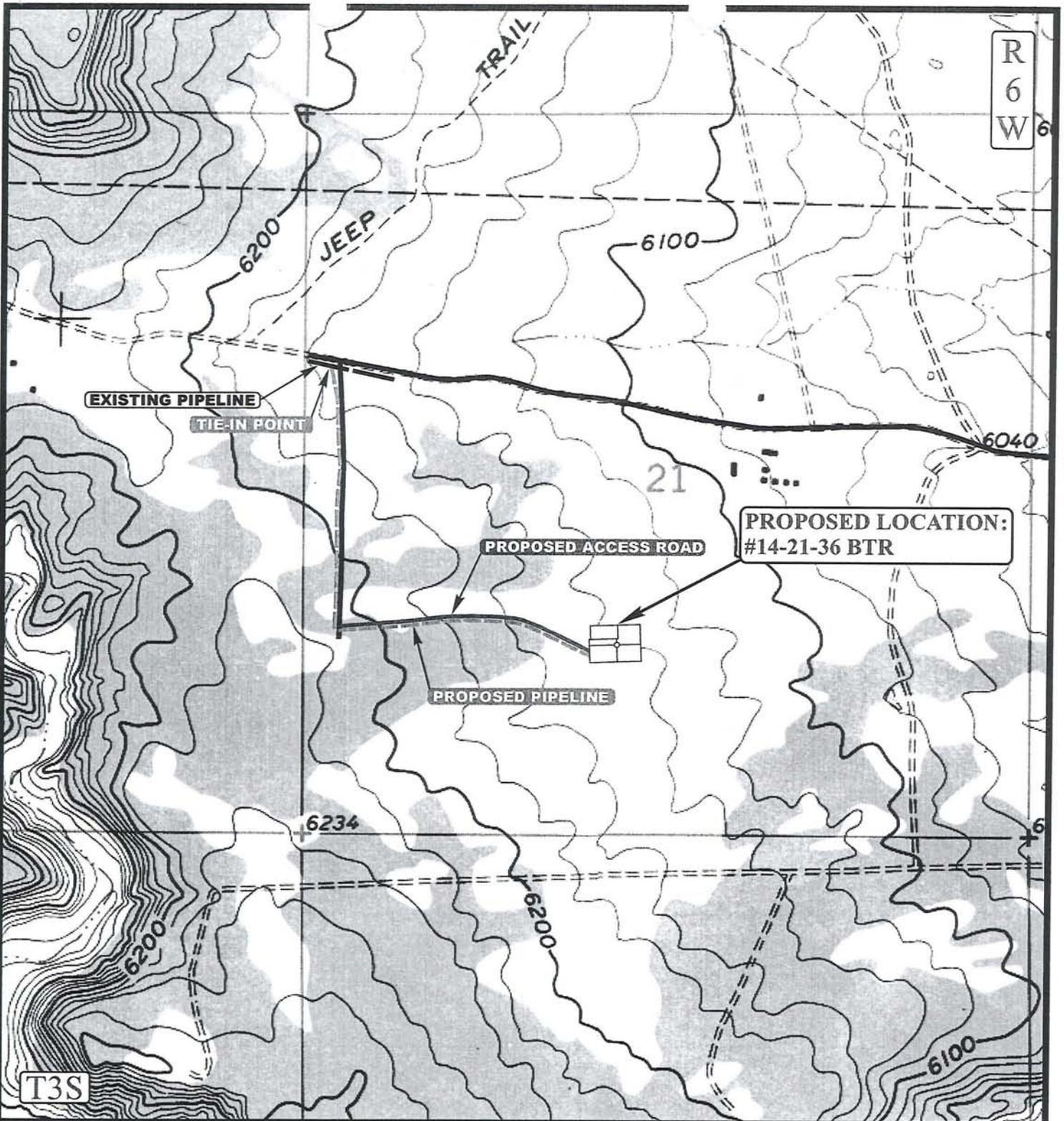


TOPOGRAPHIC
MAP

10 14 08
MONTH DAY YEAR

SCALE: 1" = 2000' | DRAWN BY: Z.L. | REVISED: 00-00-00





APPROXIMATE TOTAL PIPELINE DISTANCE = 3,818' +/-

LEGEND:

-  EXISTING PIPELINE
-  PROPOSED PIPELINE
-  PROPOSED ACCESS



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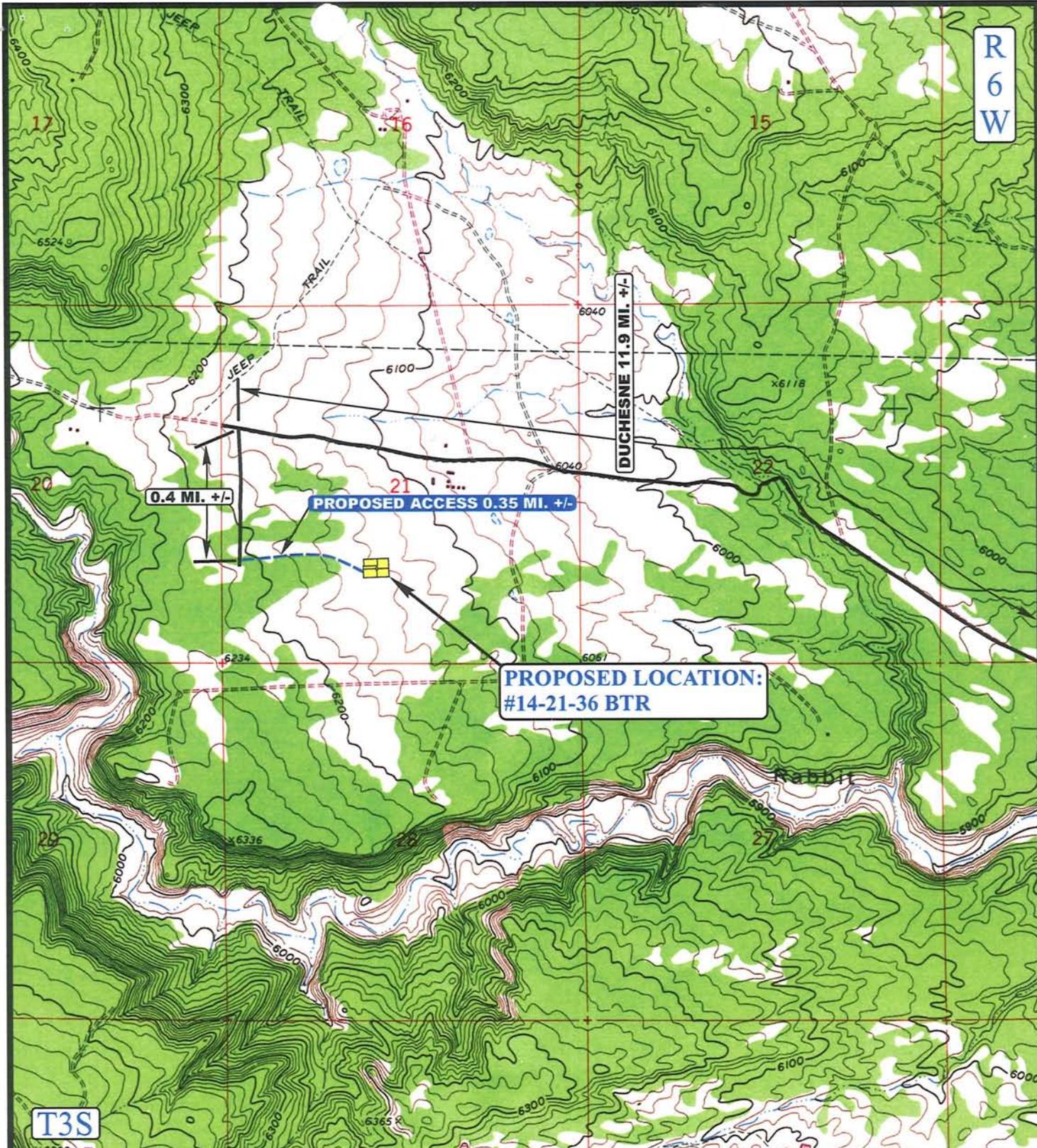


BILL BARRETT CORPORATION

#14-21-36 BTR
 SECTION 21, T3S, R6W, U.S.B.&M.
 1405' FSL 2285' FWL

TOPOGRAPHIC MAP 10 14 08
 MONTH DAY YEAR
 SCALE: 1" = 1000' DRAWN BY: Z.L. REVISED: 00-00-00





LEGEND:

- EXISTING ROAD
- PROPOSED ACCESS ROAD



BILL BARRETT CORPORATION

#14-21-36 BTR
 SECTION 21, T3S, R6W, U.S.B.&M.
 1405' FSL 2285' FWL



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**TOPOGRAPHIC
 MAP**

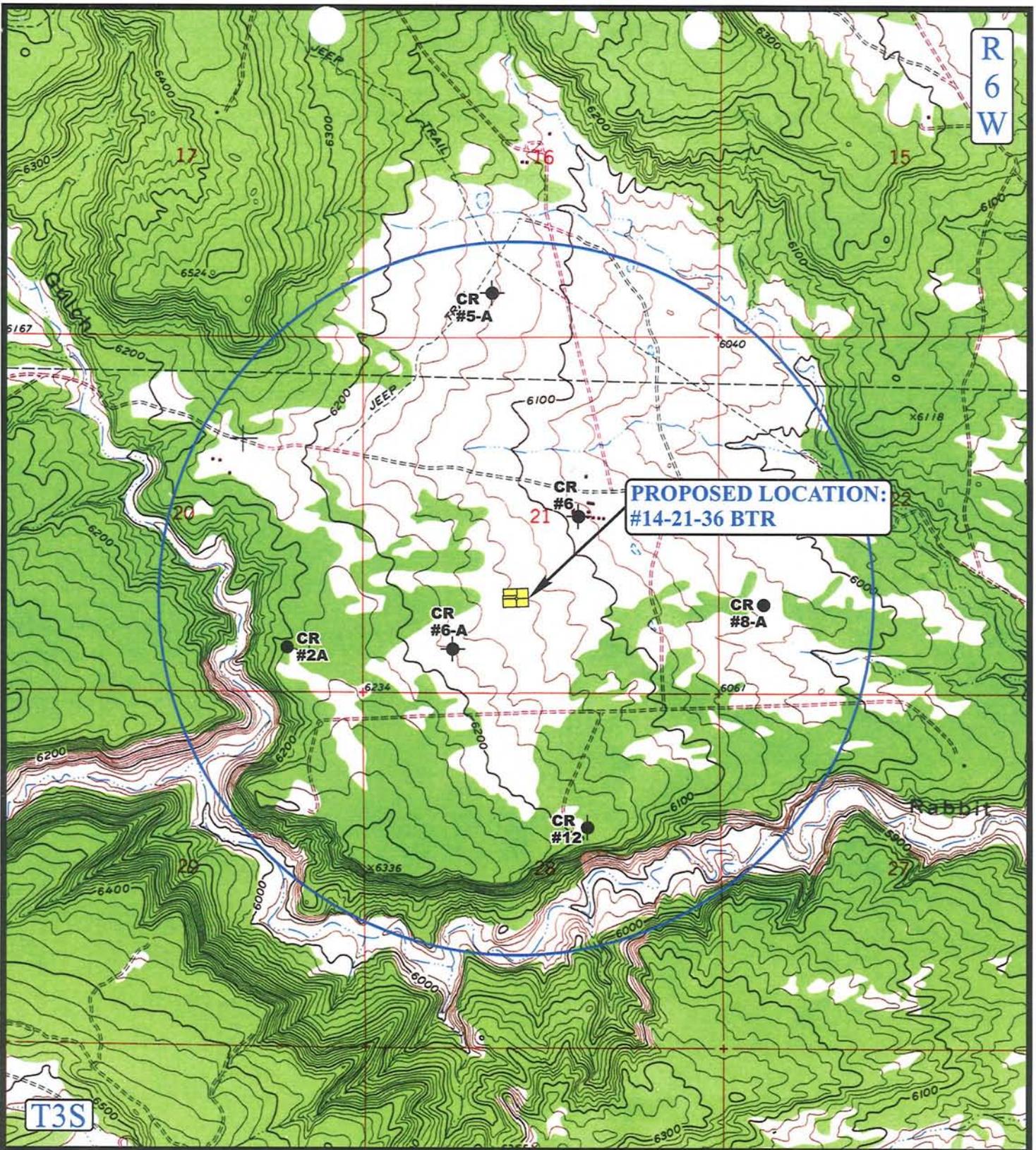
10 14 08
 MONTH DAY YEAR

SCALE: 1" = 2000'

DRAWN BY: Z.L.

REVISED: 00-00-00





LEGEND:

- ⊗ DISPOSAL WELLS
- PRODUCING WELLS
- ⬮ SHUT IN WELLS
- ⊗ WATER WELLS
- ⬮ ABANDONED WELLS
- ⬮ TEMPORARILY ABANDONED

BILL BARRETT CORPORATION

#14-21-36 BTR
 SECTION 21, T3S, R6W, U.S.B.&M.
 1405' FSL 2285' FWL



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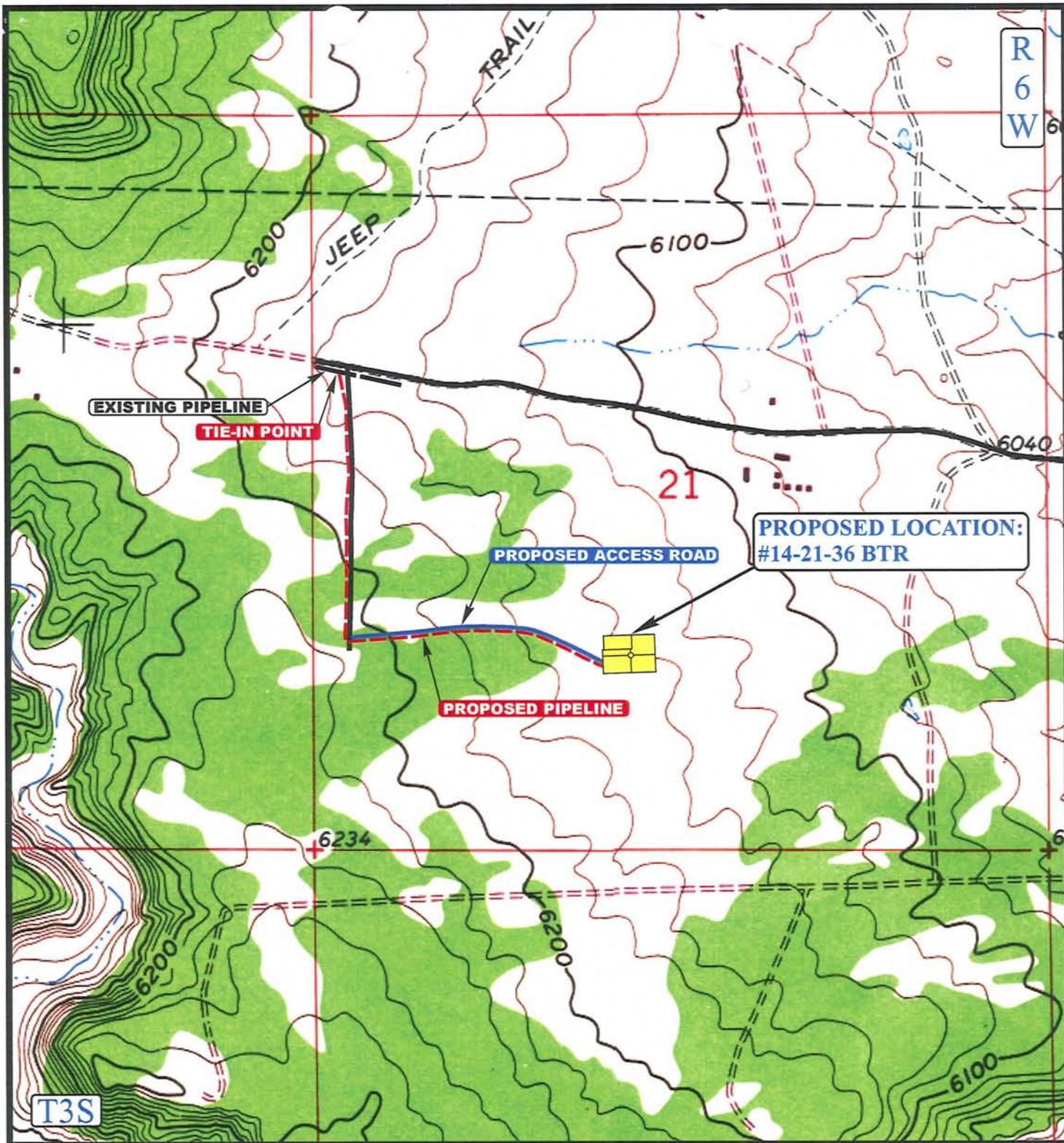


**TOPOGRAPHIC
 MAP**

10 14 08
 MONTH DAY YEAR

SCALE: 1" = 2000' DRAWN BY: Z.L. REVISED: 00-00-00





APPROXIMATE TOTAL PIPELINE DISTANCE = 3,818' +/-

LEGEND:

-  EXISTING PIPELINE
-  PROPOSED PIPELINE
-  PROPOSED ACCESS



BILL BARRETT CORPORATION

#14-21-36 BTR
 SECTION 21, T3S, R6W, U.S.B.&M.
 1405' FSL 2285' FWL



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**TOPOGRAPHIC
 MAP**

10 14 08
 MONTH DAY YEAR

SCALE: 1" = 1000' DRAWN BY: Z.L. REVISED: 00-00-00



**WORKSHEET
APPLICATION FOR PERMIT TO DRILL**

APD RECEIVED: 11/12/2008

API NO. ASSIGNED: 43-013-34131

WELL NAME: 14-21-36 BTR

OPERATOR: BILL BARRETT CORP (N2165)

PHONE NUMBER: 303-312-8546

CONTACT: REED HADDOCK

PROPOSED LOCATION:

NESW 21 030S 060W
 SURFACE: 1405 FSL 2285 FWL
 BOTTOM: 1405 FSL 2285 FWL
 COUNTY: DUCHESNE
 LATITUDE: 40.20187 LONGITUDE: -110.5688
 UTM SURF EASTINGS: 536700 NORTHINGS: 4450041
 FIELD NAME: CEDAR RIM (80)

INSPECT LOCATN BY: / /		
Tech Review	Initials	Date
Engineering		
Geology		
Surface		

LEASE TYPE: 2 - Indian
 LEASE NUMBER: 20G0005608
 SURFACE OWNER: 4 - Fee

PROPOSED FORMATION: WSTC
 COALBED METHANE WELL? NO

RECEIVED AND/OR REVIEWED:

- Plat
- Bond: Fed[] Ind[2] Sta[] Fee[]
(No. WYB000040)
- Potash (Y/N)
- Oil Shale 190-5 (B) or 190-3 or 190-13
- Water Permit
(No. MUNICIPAL)
- RDCC Review (Y/N)
(Date:)
- Fee Surf Agreement (Y/N)
- Intent to Commingle (Y/N)

LOCATION AND SITING:

- R649-2-3.
- Unit: _____
- R649-3-2. General
Siting: 460 From Qtr/Qtr & 920' Between Wells
- R649-3-3. Exception
- Drilling Unit
Board Cause No: 139.77
Eff Date: 6-18-2007
Siting: 1400' Fr Uberg & 1320' Fr Other Wells
- R649-3-11. Directional Drill

COMMENTS: Needs Presite (11-26-08)

STIPULATIONS: 1- Permit Approval
2- STATEMENT OF BASIS

API Number: 4301334131

Well Name: 14-21-36 BTR

Township 03.0 S Range 06.0 W Section 21

Meridian: UBM

Operator: BILL BARRETT CORP

Map Prepared:
Map Produced by Diana Mason

Units	Wells Query Events
STATUS	<all other values>
ACTIVE	GIS_STAT_TYPE
EXPLORATORY	<Null>
GAS STORAGE	APD
NF PP OIL	DRL
NF SECONDARY	GI
PI OIL	GS
PP GAS	LA
PP GEOTHERML	NEW
PP OIL	OPS
SECONDARY	PA
TERMINATED	PGW
Fields	POW
ACTIVE	RET
COMBINED	SGW
Sections	SOW
Township	TA
	TW
	WD
	WI
	WS



1:12,000



Application for Permit to Drill

Statement of Basis

Utah Division of Oil, Gas and Mining

12/23/2008

Page 1

APD No	API WellNo	Status	Well Type	Surf Ownr	CBM
1190	43-013-34131-00-00		OW	P	No
Operator	BILL BARRETT CORP	Surface Owner-APD			
Well Name	14-21-36 BTR	Unit			
Field	CEDAR RIM	Type of Work			
Location	NESW 21 3S 6W U 1405 FSL 2285 FWL GPS Coord (UTM) 536700E 4450041N				

Geologic Statement of Basis

The mineral rights for the proposed well are owned by the Ute Tribe. The BLM will be the agency responsible for evaluating and approving the drilling casing and cement programs.

Brad Hill	12/23/2008
APD Evaluator	Date / Time

Surface Statement of Basis

This presite evaluation was conducted on 11/26/2008. Participants included Richard Powell (DOGM), Pat Rainbolt (DWR), David Gordon (BLM), and Bryon Getchell (Bill Barrett Corporation). Reserve pit liner requirements were discussed between Bryon Getchell and Richard Powell and it was determined that a 12 mil liner and felt subliner would be required due to the permeability of the soil, the exposed rock which may necessitate blasting. David Gordon had no concerns with this location. Pat Rainbolt stated that an agreement had been signed between the DWR and Bill Barrett Corp which stipulates that no construction of drilling activities will take place from December 1 to April 15. Mr. Rainbolt also requested that production equipment and tanks be painted olive green to most closely blend in with the landscape. This appears to be a good location for placement of the well.

Richard Powell	11/26/2008
Onsite Evaluator	Date / Time

Conditions of Approval / Application for Permit to Drill

Category	Condition
Pits	A synthetic liner with a minimum thickness of 12 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The reserve pit shall be fenced upon completion of drilling operations.

ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

Operator BILL BARRETT CORP
Well Name 14-21-36 BTR
API Number 43-013-34131-0 **APD No** 1190 **Field/Unit** CEDAR RIM
Location: 1/4,1/4 NESW **Sec** 21 **Tw** 3S **Rng** 6W 1405 FSL 2285 FWL
GPS Coord (UTM) 536699 4450044 **Surface Owner**

Participants

Richard Powell (DOGM), Pat Rainbolt (DWR), David Gordon (BLM), Bryon Getchell (Bill Barrett Corp.)

Regional/Local Setting & Topography

This location is set in the midst of a large area that is generally quite flat but the entire area for approximately 1 mile in any direction from the location slopes gradually to the northeast toward Starvation Reservoir. Rabbit Gulch dominates the topography of this area, which lies west of Starvation Reservoir and north of Hwy 40. The drainages of this area lead to Rabbit Gulch, which then drains to the Starvation Reservoir near Duchesne, UT.

Surface Use Plan

Current Surface Use

Deer Winter Range
Wildlife Habitat

New Road

Miles	Well Pad		Src Const Material	Surface Formation
0.35	Width 270	Length 375	Onsite	

Ancillary Facilities N

Waste Management Plan Adequate? Y

Environmental Parameters

Affected Floodplains and/or Wetland N

Flora / Fauna

Indian rice grass, galletta grass, pinyon juniper, sage brush, prickly pear

Deer, elk, coyote, bobcat, black bear, cougar, raptors, rabbit.

Soil Type and Characteristics

Sandy loam soil, soil is shallow, some exposed rock.

Erosion Issues N

Sedimentation Issues N

Site Stability Issues N

Drainage Diversion Required N

Berm Required? N

Erosion Sedimentation Control Required? N

Paleo Survey Run?

Paleo Potential Observed? N

Cultural Survey Run? Y

Cultural Resources?

Reserve Pit

Site-Specific Factors

Site Ranking

Distance to Groundwater (feet)	100 to 200	5
Distance to Surface Water (feet)	>1000	0
Dist. Nearest Municipal Well (ft)	>5280	0
Distance to Other Wells (feet)	>1320	0
Native Soil Type	Mod permeability	10
Fluid Type	Fresh Water	5
Drill Cuttings	Normal Rock	0
Annual Precipitation (inches)	10 to 20	5
Affected Populations	<10	0
Presence Nearby Utility Conduits	Not Present	0

Final Score 25 1 **Sensitivity Level**

Characteristics / Requirements

Reserve pit is 100' by 200' by 8' deep. A 12mil liner over a felt subliner will be used.

Closed Loop Mud Required? N

Liner Required? Y

Liner Thickness 12

Pit Underlayment Required? Y

Other Observations / Comments

Richard Powell
Evaluator

11/26/2008
Date / Time



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

May 3, 2010

Bill Barrett Corporation
1099 18th Street, Suite 2300
Denver, CO 80202

Subject: 14-21-36 BTR Well, 1405' FSL, 2285' FWL, NE SW, Sec. 21, T. 3 South, R. 6 West,
Duchesne County, Utah

Ladies and Gentlemen:

Pursuant to the provisions and requirements of Utah Code Ann. § 40-6-1 *et seq.*, Utah Administrative Code R649-3-1 *et seq.*, and the attached Conditions of Approval, approval to drill the referenced well is granted.

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date. The API identification number assigned to this well is 43-013-34131.

Sincerely,

Gil Hunt
Associate Director

GLH/js
Enclosures

cc: Duchesne County Assessor
Bureau of Land Management, Vernal Office



Operator: Bill Barrett Corporation

Well Name & Number 14-21-36 BTR

API Number: 43-013-34131

Lease: 2OG0005608

Location: NE SW Sec. 21 T. 3 South R. 6 West

Conditions of Approval

1. General

Compliance with the requirements of Utah Admin. R. 649-1 *et seq.*, the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

2. Notification Requirements

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during drilling of this well:

- Within 24 hours following the spudding of the well – contact Carol Daniels at 801-538-5284 (please let a voicemail message if not available)

OR

Submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website at <http://oilgas.ogm.utah.gov>

Notify the Division prior to commencing operations to plug and abandon the well.

- Contact Dustin Doucet at (801) 538-5281 office
(801) 733-0983 after office hours

3. Reporting Requirements

All reports, forms and submittals as required by the Utah Oil and Gas Conservation General Rules will be promptly filed with the Division of Oil, Gas and Mining, including but not limited:

- Entity Action Form (Form 6) – due within 5 days of spudding the well
- Monthly Status Report (Form 9) – due by 5th day of the following calendar month
- Requests to Change Plans (Form 9) – due prior to implementation
- Written Notice of Emergency Changes (Form 9) – due within 5 days
- Notice of Operations Suspension or Resumption (Form 9) – due prior to implementation
- Report of Water Encountered (Form 7) – due within 30 days after completion
- Well Completion Report (Form 8) – due within 30 days after completion or plugging

4. State approval of this well does not supersede the required federal approval, which must be obtained prior to drilling.

5. Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis. (Copy Attached)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REENTER

5. Lease Serial No. 14-20-H62-6259	
6. If Indian, Allottee or Tribe Name Ute Indian Tribe	
7. If Unit or CA Agreement, Name and No. N/A	
8. Lease Name and Well No. # 14-21-36 BTR	
9. API Well No. 43-013-34131	
10. Field and Pool, or Exploratory Altamont	
11. Sec., T. R. M. or Blk. and Survey or Area Sec. 21, T3S, R6W U.S.B.&M.	
12. County or Parish Duchesne	13. State UT
14. Distance in miles and direction from nearest town or post office* Approximately 12.65 miles northwest of Duchesne, UT	
15. Distance from proposed* location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 1405' FSL	16. No. of acres in lease N/A
17. Spacing Unit dedicated to this well 640	
18. Distance from proposed location* to nearest well, drilling, completed, applied for, on this lease, ft. 1,200' abandoned oil well	19. Proposed Depth 9,798'
20. BLM/BIA Bond No. on file LPM 8874725	
21. Elevations (Show whether DF, KDB, RT, GL, etc.) 6124' GL	22. Approximate date work will start* 03/01/2009
	23. Estimated duration 45 days

24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No.1, must be attached to this form:

- | | |
|--|---|
| 1. Well plat certified by a registered surveyor. | 4. Bond to cover the operations unless covered by an existing bond on file (see Item 20 above). |
| 2. A Drilling Plan. | 5. Operator certification |
| 3. A Surface Use Plan (if the location is on National Forest System Lands, the SUPO must be filed with the appropriate Forest Service Office). | 6. Such other site specific information and/or plans as may be required by the BLM. |

25. Signature <i>Elaine Winick</i>	Name (Printed/Typed) Elaine Winick	Date 9/2/2010 11/07/2008
Title Senior Permit Analyst		
Approved by (Signature) <i>James H. Sparger</i>	Name (Printed/Typed) James H. Sparger	Date DEC 01 2010
Title Acting Assistant Field Manager Lands & Mineral Resources		
Office VERNAL FIELD OFFICE		

Application approval does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.
Conditions of approval, if any, are attached.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

*(Instructions on page 2)

UDOGM

RECEIVED
DEC 20 2010
DIV. OF OIL, GAS & MINING

RECEIVED
SEP 03 2010

NOTICE OF APPROVAL

CONDITIONS OF APPROVAL ATTACHED

BLM VERNAL, UTAH

MARKS 09/MOS80A



UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
VERNAL FIELD OFFICE

170 South 500 East

VERNAL, UT 84078

(435) 781-4400



CONDITIONS OF APPROVAL FOR APPLICATION FOR PERMIT TO DRILL

Company: Bill Barrett Corporation
Well No: 14-21-36 BTR
API No: 43-013-34131

Location: NESW, Sec. 21, T3S, R6W
Lease No: 14-20-H62-6259
Agreement: N/A

OFFICE NUMBER: (435) 781-4400

OFFICE FAX NUMBER: (435) 781-3420

**A COPY OF THESE CONDITIONS SHALL BE FURNISHED TO YOUR
FIELD REPRESENTATIVE TO INSURE COMPLIANCE**

All lease and/or unit operations are to be conducted in such a manner that full compliance is made with the applicable laws, regulations (43 CFR Part 3160), and this approved Application for Permit to Drill including Surface and Downhole Conditions of Approval. The operator is considered fully responsible for the actions of his subcontractors. A copy of the approved APD must be on location during construction, drilling, and completion operations. **This permit is approved for a two (2) year period, or until lease expiration, whichever occurs first. An additional extension, up to two (2) years, may be applied for by sundry notice prior to expiration.**

NOTIFICATION REQUIREMENTS

Construction Activity
(Notify Ute Tribe Energy & Minerals
Dept. and BLM Environmental
Scientist)

- The Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist shall be notified at least 48 hours in advance of any construction activity. The Ute Tribal office is open Monday through Thursday.

Construction Completion
(Notify Ute Tribe Energy & Minerals
Dept. and BLM Environmental
Scientist)

- Upon completion of the pertinent APD/ROW construction, notify the Ute Tribe Energy & Minerals Dept. for a Tribal Technician to verify the Affidavit of Completion. Notify the BLM Environmental Scientist prior to moving on the drilling rig.

Spud Notice
(Notify BLM Petroleum Engineer)

- Twenty-Four (24) hours prior to spudding the well.

Casing String & Cementing
(Notify BLM Supv. Petroleum Tech.)

- Twenty-Four (24) hours prior to running casing and cementing all casing strings to: ut_vn_opreport@blm.gov.

BOP & Related Equipment Tests
(Notify BLM Supv. Petroleum Tech.)

- Twenty-Four (24) hours prior to initiating pressure tests.

First Production Notice
(Notify BLM Petroleum Engineer)

- Within Five (5) business days after new well begins or production resumes after well has been off production for more than ninety (90) days.

***SURFACE USE PROGRAM
CONDITIONS OF APPROVAL (COAs)***

SITE SPECIFIC CONDITIONS OF APPROVAL:

- The operator will strictly adhere to all Stipulations and Conditions of Approval associated with the Utah Division of Wildlife Resources (UDWR) Site-Specific Environmental Assessment DUC-0910EA-055.
- Any deviation of submitted APD's and ROW applications the operator will notify the UDWR in writing and will receive written authorization of any such change with appropriate authorization.
- The operator will implement "Safety and Emergency Plan." The operator's safety director will ensure its compliance.
- All operator employees and/or authorized personnel (sub-contractors) in the field will have approved applicable APD's and ROW permits/authorizations on their person(s) during all phases of construction.
- All vehicular traffic, personnel movement, construction/restoration operations should be confined to the area examined and approved, and to the existing roadways and/or evaluated access routes.
- All personnel should refrain from collecting artifacts, any paleontological fossils, and from disturbing any significant cultural resources in the area.
- The personnel from the UDWR should be notified should cultural remains from subsurface deposits be exposed or identified during construction. All construction will cease.
- All production facilities are to be painted Juniper Green to match to the surrounding landscape.
- All pipelines need to be buried to adhere to DWR wildlife guidelines on mitigation in crucial winter range for deer and elk.

**DOWNHOLE PROGRAM
CONDITIONS OF APPROVAL (COAs)**

SITE SPECIFIC DOWNHOLE COAs:

- The operator must report encounters of gilsonite and/or tar sand. This is a repetition of a standard COA.
- Production casing cement shall be brought up and into the surface casing. The minimum cement top is 500 ft above the surface casing shoe. Production casing minimum cement top is 2500 ft.
- Surface casing setting depth stated in APD is 3000 ft. COA specification is consistent with operators performance standard for top of cement (toc) stated in APD.
- A cement Bond Log (CBL) shall be run from the production casing shoe to the top of cement. A field copy of the CBL shall be submitted to the BLM Vernal Field Office.
- Logging: A Gamma Ray well Log shall be run from the well Total Depth to the surface. A copy of the Gamma Ray well Log shall be submitted to the BLM Vernal Field Office.
- All blow back fluids from completion operations shall be contained in such a manner that no oil reaches the reserve pit.

All provisions outlined in Onshore Oil & Gas Order #2 Drilling Operations shall be strictly adhered to. The following items are emphasized:

DRILLING/COMPLETION/PRODUCING OPERATING STANDARDS

- The spud date and time shall be reported orally to Vernal Field Office within 24 hours of spudding.
- Notify Vernal Field Office Supervisory Petroleum Engineering Technician at least 24 hours in advance of casing cementing operations and BOPE & casing pressure tests.
- All requirements listed in Onshore Order #2 III. E. Special Drilling Operations are applicable for air drilling of surface hole.
- Blowout prevention equipment (BOPE) shall remain in use until the well is completed or abandoned. Closing unit controls shall remain unobstructed and readily accessible at all times. Choke manifolds shall be located outside of the rig substructure.
- All BOPE components shall be inspected daily and those inspections shall be recorded in the daily drilling report. Components shall be operated and tested as required by Onshore Oil & Gas Order No. 2 to insure good mechanical working order. All BOPE pressure tests shall be performed by a test pump with a chart recorder and **NOT** by the rig pumps. Test shall be reported in the driller's log.
- BOP drills shall be initially conducted by each drilling crew within 24 hours of drilling out from under the surface casing and weekly thereafter as specified in Onshore Oil & Gas Order No. 2.

- Casing pressure tests are required before drilling out from under all casing strings set and cemented in place.
- No aggressive/fresh hard-banded drill pipe shall be used within casing.
- **Cement baskets shall not be run on surface casing.**
- The operator must report all shows of water or water-bearing sands to the BLM. If flowing water is encountered it must be sampled, analyzed, and a copy of the analyses submitted to the BLM Vernal Field Office.
- The operator must report encounters of all non oil & gas mineral resources (such as Gilsonite, tar sands, oil shale, trona, etc.) to the Vernal Field Office, in writing, within 5 working days of each encounter. Each report shall include the well name/number, well location, date and depth (from KB or GL) of encounter, vertical footage of the encounter and, the name of the person making the report (along with a telephone number) should the BLM need to obtain additional information.
- A complete set of angular deviation and directional surveys of a directional well will be submitted to the Vernal BLM office engineer within 30 days of the completion of the well.
- While actively drilling, chronologic drilling progress reports shall be filed directly with the BLM, Vernal Field Office on a weekly basis in sundry, letter format or e-mail to the Petroleum Engineers until the well is completed.
- A cement bond log (CBL) will be run from the production casing shoe to the top of cement and shall be utilized to determine the bond quality for the production casing. Submit a field copy of the CBL to this office.
- **Please submit an electronic copy of all other logs run on this well in LAS format to UT_VN_Welllogs@BLM.gov. This submission will supersede the requirement for submittal of paper logs to the BLM.**
- There shall be no deviation from the proposed drilling, completion, and/or workover program as approved. Safe drilling and operating practices must be observed. Any changes in operation must have prior approval from the BLM Vernal Field Office.

OPERATING REQUIREMENT REMINDERS:

- All wells, whether drilling, producing, suspended, or abandoned, shall be identified in accordance with 43 CFR 3162.6. There shall be a sign or marker with the name of the operator, lease serial number, well number, and surveyed description of the well.
- In accordance with 43 CFR 3162.4-3, this well shall be reported on the "Monthly Report of Operations" (Oil and Gas Operations Report ((OGOR)) starting with the month in which operations commence and continue each month until the well is physically plugged and abandoned. This report shall be filed in duplicate, directly with the Minerals Management Service, P.O. Box 17110, Denver, Colorado 80217-0110, or call 1-800-525-7922 (303) 231-3650 for reporting information.
- Should the well be successfully completed for production, the BLM Vernal Field office must be notified when it is placed in a producing status. Such notification will be by written communication and must be received in this office by not later than the fifth business day following the date on which the well is placed on production. The notification shall provide, as a minimum, the following informational items:
 - Operator name, address, and telephone number.
 - Well name and number.
 - Well location ($\frac{1}{4}$ $\frac{1}{4}$, Sec., Twn, Rng, and P.M.).
 - Date well was placed in a producing status (date of first production for which royalty will be paid).
 - The nature of the well's production, (i.e., crude oil, or crude oil and casing head gas, or natural gas and entrained liquid hydrocarbons).
 - The Federal or Indian lease prefix and number on which the well is located; otherwise the non-Federal or non-Indian land category, i.e., State or private.
 - Unit agreement and/or participating area name and number, if applicable.
 - Communitization agreement number, if applicable.
- Any venting or flaring of gas shall be done in accordance with Notice to Lessees (NTL) 4A and needs prior approval from the BLM Vernal Field Office.
- All undesirable events (fires, accidents, blowouts, spills, discharges) as specified in NTL 3A will be reported to the BLM, Vernal Field Office. Major events, as defined in NTL3A, shall be reported verbally within 24 hours, followed by a written report within 15 days. "Other than Major Events" will be reported in writing within 15 days. "Minor Events" will be reported on the Monthly Report of Operations and Production.
- Whether the well is completed as a dry hole or as a producer, "Well Completion and Recompletion Report and Log" (BLM Form 3160-4) shall be submitted not later than 30 days after completion of the well or after completion of operations being performed, in accordance with 43 CFR 3162.4-1. Two copies of all logs run, core descriptions, and all other surveys or

data obtained and compiled during the drilling, workover, and/or completion operations, shall be filed on BLM Form 3160-4. Submit with the well completion report a geologic report including, at a minimum, formation tops, and a summary and conclusions. Also include deviation surveys, sample descriptions, strip logs, core data, drill stem test data, and results of production tests if performed. Samples (cuttings, fluid, and/or gas) shall be submitted only when requested by the BLM, Vernal Field Office.

- All off-lease storage, off-lease measurement, or commingling on-lease or off-lease, shall have prior written approval from the BLM Vernal Field Office.
- Oil and gas meters shall be calibrated in place prior to any deliveries. The BLM Vernal Field Office Petroleum Engineers will be provided with a date and time for the initial meter calibration and all future meter proving schedules. A copy of the meter calibration reports shall be submitted to the BLM Vernal Field Office. All measurement facilities will conform to the API standards for liquid hydrocarbons and the AGA standards for natural gas measurement. All measurement points shall be identified as the point of sale or allocation for royalty purposes.
- A schematic facilities diagram as required by Onshore Oil & Gas Order No. 3 shall be submitted to the BLM Vernal Field Office within 30 days of installation or first production, whichever occurs first. All site security regulations as specified in Onshore Oil & Gas Order No. 3 shall be adhered to. All product lines entering and leaving hydrocarbon storage tanks will be effectively sealed in accordance with Onshore Oil & Gas Order No. 3.
- Any additional construction, reconstruction, or alterations of facilities, including roads, gathering lines, batteries, etc., which will result in the disturbance of new ground, shall require the filing of a suitable plan and need prior approval of the BLM Vernal Field Office. Emergency approval may be obtained orally, but such approval does not waive the written report requirement.
- No location shall be constructed or moved, no well shall be plugged, and no drilling or workover equipment shall be removed from a well to be placed in a suspended status without prior approval of the BLM Vernal Field Office. If operations are to be suspended for more than 30 days, prior approval of the BLM Vernal Field Office shall be obtained and notification given before resumption of operations.
- Pursuant to Onshore Oil & Gas Order No. 7, this is authorization for pit disposal of water produced from this well for a period of 90 days from the date of initial production. A permanent disposal method must be approved by this office and in operation prior to the end of this 90-day period. In order to meet this deadline, an application for the proposed permanent disposal method shall be submitted along with any necessary water analyses, as soon as possible, but no later than 45 days after the date of first production. Any method of disposal which has not been approved prior to the end of the authorized 90-day period will be considered as an Incident of Noncompliance and will be grounds for issuing a shut-in order until an acceptable manner for disposing of said water is provided and approved by this office.
- Unless the plugging is to take place immediately upon receipt of oral approval, the Field Office Petroleum Engineers must be notified at least 24 hours in advance of the plugging of the well, in order that a representative may witness plugging operations. If a well is suspended or abandoned, all pits must be fenced immediately until they are backfilled. The "Subsequent Report of Abandonment" (Form BLM 3160-5) must be submitted within 30 days after the actual plugging of the well bore, showing location of plugs, amount of cement in each, and amount of casing left in hole, and the current status of the surface restoration.

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 2OG0005608
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 14-21-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341310000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1405 FSL 2285 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NESW Section: 21 Township: 03.0S Range: 06.0W Meridian: U	9. FIELD and POOL or WILDCAT: CEDAR RIM COUNTY: DUCHESNE STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 4/1/2011 <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input checked="" type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 50px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Change to cementing plan. See attached revised drilling plan.

**Accepted by the
Utah Division of
Oil, Gas and Mining**

Date: 03/09/2011
By: *Derek Quist*

NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Manager
SIGNATURE N/A		DATE 3/7/2011

BILL BARRETT CORPORATION
DRILLING PLAN
3/07/2011

14-21-36 BTR Well Pad

NESW, 1405' FSL & 2285' FWL, Section 21-T3S-R6W, USB&M (surface hole)
 NESW, 1405' FSL & 2285' FWL, Section 21-T3S-R6W, USB&M (bottom hole)
 Duchesne County, Utah

1 - 2. Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals

<u>Formation</u>	<u>Depth – MD</u>
Lower Green River	5483'*
Douglas Creek	6317'
Black Shale	7033'
Castle Peak	7157'
Wasatch	7930' *
TD	9798'

*PROSPECTIVE PAY

The Wasatch and the Lower Green River are primary objectives for oil/gas.

3. BOP and Pressure Containment Data

<u>Depth Intervals</u>	<u>BOP Equipment</u>
0 – 3000'	No pressure control required
3000' – TD	11" 5000# Ram Type BOP 11" 5000# Annular BOP
- Drilling spool to accommodate choke and kill lines;	
- Ancillary equipment and choke manifold rated at 5,000 psi. All BOP and BOPE tests will be in accordance with the requirements of onshore Order No. 2;	
- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests.	
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up To operate most efficiently in this manner.	

4. Casing Program

A) Planned Program

<u>Hole Size</u>	<u>SETTING DEPTH (FROM) (TO)</u>		<u>Casing Size</u>	<u>Casing Weight</u>	<u>Casing Grade</u>	<u>Thread</u>	<u>Condition</u>
26"	Surface	80'	16"	65#			
12 1/4"	surface	3,000'	9 5/8"	36#	J or K 55	ST&C	New
8 3/4"	surface	TD	5 1/2"	17#	P-110	LT&C	New

For any liner ran BBC intends to have a minimum of 200' of liner overlap.

5. Cementing Program

16" Conductor Casing	Grout
9 5/8" Surface Casing	Approximately 450 sx Halliburton Light Premium with additives mixed at 11.0 ppg (yield = 3.16 ft ³ /sx) circulated to surface with 75% excess. Approximately 210 sx Halliburton Premium Plus cement with additives mixed at 14.8 ppg (yield = 1.36 ft ³ /sx), calculated hole volume with 75% excess.
5 1/2" Production Casing	Approximately 670 sx Tuned Light cement with additives mixed at 11.0 ppg (yield = 2.31 ft ³ /sx). Approximately 880 sx Halliburton Econocem cement with additives mixed at 13.5 ppg (yield = 1.42 ft ³ /sx). Top of cement to be determined by log and sample evaluation; estimated TOC 2,500'.

6. Mud Program

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss (API filtrate)</u>	<u>Remarks</u>
0' – 80'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
80' – 3,000'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
3,000' – TD	8.6 – 9.6	42-52	20 cc or less	DAP Polymer Fluid System
Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.				

7. Testing, Logging and Core Programs

Cores	None anticipated;
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface). FMI & Sonic Scanner to be run at geologist's discretion.

If BBC pursues the "Alternate" program, a suite of the above logs will be run on both the intermediate and production hole sections.

8. Anticipated Abnormal Pressures or Temperatures

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 4891 psi* and maximum anticipated surface pressure equals approximately 2736 psi** (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

**Maximum surface pressure = A – (0.22 x TD)

Bill Barrett Corporation
Drilling Program
14-21-36 BTR
Duchesne County, Utah

9. **Auxiliary Equipment**

- a) Upper Kelly cock; lower Kelly cock will be installed while drilling
- b) Inside BOP or stab-in valve (available on rig floor)
- c) Safety valve(s) and subs to fit all string connections in use
Mud monitoring will be visually observed

10. **Location and Type of Water Supply**

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W.

11. **Drilling Schedule**

Location Construction:	Approximately April 1, 2011
Spud:	Approximately April 15, 2011
Duration:	15 days drilling time 45 days completion time

PRESSURE CONTROL EQUIPMENT – Schematic Attached

A. Type: Eleven (11) Inch Double Gate Hydraulic BOP with Eleven (11) Inch Annular Preventer. The blow out preventer will be equipped as follows:

1. One (1) blind ram (above).
2. One (1) pipe ram (below).
3. Drilling spool with two (2) side outlets (choke side 3-inch minimum, kill side 2-inch minimum).
4. 3-inch diameter choke line.
5. Two (2) choke line valves (3-inch minimum).
6. Kill line (2-inch minimum).
7. Two (2) chokes with one (1) remotely controlled from the rig floor.
8. Two (2) kill line valves, and a check valve (2-inch minimum).
9. Upper and lower kelly cock valves with handles available.
10. Safety valve(s) & subs to fit all drill string connections in use.
11. Inside BOP or float sub available.
12. Pressure gauge on choke manifold.
13. Fill-up line above the uppermost preventer.

B. Pressure Rating: 5,000 psi

C. Testing Procedure:

Annular Preventer

At a minimum, the Annular Preventer will be pressure tested to 50% of the rated working pressure for a period of ten (10) minutes or until provisions of the test are met, whichever is longer.

At a minimum the above pressure test will be performed:

1. When the annular preventer is initially installed;
2. Whenever any seal subject to test pressure is broken;
3. Following related repairs; and
4. At thirty (30) day intervals.

In addition, the Annular Preventer will be functionally operated at least weekly.

Blow-Out Preventer

At a minimum, the BOP, choke manifold, and related equipment will be pressure tested to the approved working pressure of the BOP stack (if isolated from the surface casing by a test plug) or to 70% of the internal yield strength of the surface casing (if the BOP is not isolated from the casing by a test plug). Pressure will be

maintained for a period of at least ten (10) minutes or until the requirements of the test are met, whichever is longer.

At a minimum, the above pressure test will be performed:

1. When the BOP is initially installed;
2. Whenever any seal subject to test pressure is broken;
3. Following related repairs; and
4. At thirty (30) day intervals.

In addition the pipe and blind rams will be activated each trip, but not more than once each day. All BOP drills and tests will be recorded in the IADC driller's log.

D. Choke Manifold Equipment:

All choke lines will be straight lines unless turns use tee blocks or are targeted with running tees, and will be anchored to prevent whip and vibration.

E. Accumulator:

The accumulator will have sufficient capacity to open the hydraulically-controlled choke line valve (if so equipped), close all rams plus the annular preventer, and retain a minimum of 200 psi above precharge on the closing manifold without the use of closing unit pumps. The fluid reservoir capacity will be double the usable fluid volume of the accumulator system capacity and the fluid level of the reservoir will be maintained at the manufacturer's recommendations.

The BOP system will have two (2) independent power sources to close the preventers. Nitrogen bottles (3 minimum) will be one (1) of these independent power sources and will maintain a charge equal to the manufacturer's specifications.

The accumulator precharge pressure test will be conducted prior to connecting the closing unit to the BOP stack and at least once every six (6) months thereafter. The accumulator pressure will be corrected if the measured precharge pressure is found to be above or below the maximum or minimum limits specified in the *Onshore Oil & Gas Order Number 2*.

A manual locking device (i.e. hand wheels) or automatic locking device will be installed on all systems of 2M or greater. A valve will be installed in the closing line as close as possible to the annular preventer to act as a locking device. This valve will be maintained in the open position and will be closed only when the power source for the accumulator is inoperative.

Remote controls shall be readily accessible to the driller. Remote controls for all 3M or greater systems will be capable of closing all preventers. Remote controls for 5M or greater systems will be capable of both opening and closing all preventers. Master controls will be at the accumulator and will be capable of opening and closing all preventers and the choke line valve (if so equipped).

F. Miscellaneous Information:

The Blow-Out Preventer and related pressure control equipment will be installed, tested and maintained in compliance with the specifications in and requirements of *Onshore Oil & Gas Order Number 2*. The hydraulic BOP closing unit will be located at least twenty-five (25) feet from the well head but readily accessible to the driller. Exact locations and configurations of the hydraulic BOP closing unit will depend upon the particular rig contracted to drill this hole.

A flare line will be installed after the choke manifold, extending 125 feet (minimum) from the center of the drill hole to a separate flare pit.



Bill Barrett Corporation

LAKE CANYON & BLACK TAIL RIDGE CEMENT VOLUMES

3/7/2011

Well Name: 14-21-36 BTR

Surface Hole Data:

Total Depth:	3,000'
Top of Cement:	0'
OD of Hole:	12.250"
OD of Casing:	9.625"

Calculated Data:

Lead Volume:	1370.2	ft ³
Lead Fill:	2,500'	
Tail Volume:	274.0	ft ³
Tail Fill:	500'	

Cement Data:

Lead Yield:	3.16	ft ³ /sk
% Excess:	75%	
Top of Lead:	0'	

Calculated # of Sacks:

# SK's Lead:	450
--------------	-----

Tail Yield:	1.36	ft ³ /sk
% Excess:	75%	
Top of Tail:	2,500'	

# SK's Tail:	210
--------------	-----

Production Hole Data:

Total Depth:	9,798'
Top of Cement:	2,500'
Top of Tail:	6,533'
OD of Hole:	8.750"
OD of Casing:	5.500"

Calculated Data:

Lead Volume:	1528.1	ft ³
Lead Fill:	4,033'	
Tail Volume:	1237.2	ft ³
Tail Fill:	3,265'	

Cement Data:

Lead Yield:	2.31	ft ³ /sk
Tail Yield:	1.42	ft ³ /sk
% Excess:	50%	

Calculated # of Sacks:

# SK's Lead:	670
# SK's Tail:	880

14-21-36 BTR Proposed Cementing Program

<u>Job Recommendation</u>	<u>Surface Casing</u>
Lead Cement - (2500' - 0')	
Halliburton Light Premium	Fluid Weight: 11.0 lbm/gal
5.0 lbm/sk Silicalite Compacted	Slurry Yield: 3.16 ft ³ /sk
0.25 lbm/sk Kwik Seal	Total Mixing Fluid: 19.48 Gal/sk
0.125 lbm/sk Poly-E-Flake	Top of Fluid: 0'
2.0% Bentonite	Calculated Fill: 2,500'
	Volume: 244.02 bbl
	Proposed Sacks: 450 sks
Tail Cement - (TD - 2500')	
Premium Cement	Fluid Weight: 14.8 lbm/gal
2.0% Calcium Chloride	Slurry Yield: 1.36 ft ³ /sk
	Total Mixing Fluid: 6.37 Gal/sk
	Top of Fluid: 2,500'
	Calculated Fill: 500'
	Volume: 48.80 bbl
	Proposed Sacks: 210 sks

<u>Job Recommendation</u>	<u>Production Casing</u>
Lead Cement - (6533' - 2500')	
Tuned Light™ System	Fluid Weight: 11.0 lbm/gal
	Slurry Yield: 2.31 ft ³ /sk
	Total Mixing Fluid: 10.65 Gal/sk
	Top of Fluid: 2,500'
	Calculated Fill: 4,033'
	Volume: 272.14 bbl
	Proposed Sacks: 670 sks
Tail Cement - (9798' - 6533')	
Econocem™ System	Fluid Weight: 13.5 lbm/gal
0.125 lbm/sk Poly-E-Flake	Slurry Yield: 1.42 ft ³ /sk
1.0 lbm/sk Granulite TR 1/4	Total Mixing Fluid: 6.61 Gal/sk
	Top of Fluid: 6,533'
	Calculated Fill: 3,265'
	Volume: 220.34 bbl
	Proposed Sacks: 880 sks

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 2OG0005608
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 14-21-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341310000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1405 FSL 2285 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NESW Section: 21 Township: 03.0S Range: 06.0W Meridian: U	9. FIELD and POOL or WILDCAT: CEDAR RIM COUNTY: DUCHESNE STATE: UTAH

11.

CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 3/14/2011	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input checked="" type="checkbox"/> OTHER	OTHER: <input type="text" value="Correction in Lease No."/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

This sundry is being submitted as notification that this lease number should be
 14-20-H62-6259.

Accepted by the
 Utah Division of
 Oil, Gas and Mining
FOR RECORD ONLY

NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Manager
SIGNATURE N/A		DATE 3/14/2011

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6259
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 14-21-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341310000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1405 FSL 2285 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NESW Section: 21 Township: 03.0S Range: 06.0W Meridian: U	9. FIELD and POOL or WILDCAT: CEDAR RIM COUNTY: DUCHESNE STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 5/3/2011 <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input checked="" type="checkbox"/> APD EXTENSION OTHER: <input style="width: 50px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

BBC is requesting a one year extension to this APD that expires 5/3/2011. Per previous conversations had by Tracey Fallang of BBC and Brad Hill, an extension may be granted on this APD due to the fact that federal authority approval was recently received. These two wells are scheduled to begin drilling in June 2011.

Approved by the Utah Division of Oil, Gas and Mining

Date: 04/14/2011

By:

NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A	DATE 4/8/2011	



The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Request for Permit Extension Validation Well Number 43013341310000

API: 43013341310000

Well Name: 14-21-36 BTR

Location: 1405 FSL 2285 FWL QTR NESW SEC 21 TWP 030S RNG 060W MER U

Company Permit Issued to: BILL BARRETT CORP

Date Original Permit Issued: 5/3/2010

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

- If located on private land, has the ownership changed, if so, has the surface agreement been updated? Yes No

- Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? Yes No

- Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well? Yes No

- Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location? Yes No

- Has the approved source of water for drilling changed? Yes No

- Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? Yes No

- Is bonding still in place, which covers this proposed well? Yes No

Signature: Brady Riley

Date: 4/8/2011

Title: Permit Analyst **Representing:** BILL BARRETT CORP

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6259
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
		7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well		8. WELL NAME and NUMBER: 14-21-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP		9. API NUMBER: 43013341310000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		9. FIELD and POOL or WILDCAT: CEDAR RIM
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1405 FSL 2285 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NESW Section: 21 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
		STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 50px;" type="text"/>	
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 4/1/2011		
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. No April 2011 Monthly activity to report.		
<p style="font-size: large; margin: 0;">Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</p>		
NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A		DATE 5/4/2011

DIVISION OF OIL, GAS AND MINING

SPUDDING INFORMATION

Name of Company: BILL BARRETT CORPORATION

Well Name: 14-21-36 BTR

Api No: 43-013-34131 Lease Type INDIAN – SURFACE FEE

Section 21 Township 03S Range 06W County DUCHESNE

Drilling Contractor TRIPLE A DRILLING RIG #

SPUDDED:

Date 04/16/2011

Time

How DRY

Drilling will Commence:

Reported by BRADY RILEY

Telephone # (303) 312-8115

Date 04/18/2011 Signed CHD

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 6

ENTITY ACTION FORM

Operator: Bill Barrett Corporation Operator Account Number: N 2165
 Address: 1099 18th Street, Suite 2300
city Denver
state CO zip 80202 Phone Number: (303) 312-8115

Well 1

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301334131	14-21-36 BTR		NESW	21	3S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
A	99999	18006	4/17/2011		4/25/11		
Comments: Spudding Operation was conducted by Triple A Drilling @ 8:00 am. <i>GR-WS</i>							

Well 2

API Number	Well Name		QQ	Sec	Twp	Rng	County
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
Comments:							

Well 3

API Number	Well Name		QQ	Sec	Twp	Rng	County
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
Comments:							

ACTION CODES:

- A - Establish new entity for new well (single well only)
- B - Add new well to existing entity (group or unit well)
- C - Re-assign well from one existing entity to another existing entity
- D - Re-assign well from one existing entity to a new entity
- E - Other (Explain in 'comments' section)

Brady Riley

Name (Please Print)
Brady Riley

Signature

Permit Analyst

Title

4/18/2011

Date

RECEIVED

APR 18 2011

BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corporation Rig Name/# Patterson 506
Submitted By Rich Dembowski Phone Number 435-828-6095
Well Name/Number 14-21-36 BTR
Qtr/Qtr NE/SW Section 21 Township 3South Range 6 West
Lease Serial Number 14-20-H62-6259
API Number 43-013-34131

Spud Notice – Spud is the initial spudding of the well, not drilling out below a casing string.

Date/Time 05/02/2011 09:00 AM PM

Casing – Please report time casing run starts, not cementing times.

- Surface Casing
- Intermediate Casing
- Production Casing
- Liner
- Other

RECEIVED
MAY 02 2011
DIV. OF OIL, GAS & MINING

Date/Time _____ AM PM

BOPE

- Initial BOPE test at surface casing point
- BOPE test at intermediate casing point
- 30 day BOPE test
- Other

Date/Time _____ AM PM

Remarks Estimated time of spud. Spud will occur between 9:00 AM and noon.

BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corporation Rig Name/# Patterson 506
Submitted By Rich Dembowski Phone Number 435-828-6095
Well Name/Number Barrett 14-21-36 BTR
Qtr/Qtr NE/SW Section 21 Township 3South Range 6West
Lease Serial Number 14-20-H62-6259
API Number 43-013-34131

Spud Notice – Spud is the initial spudding of the well, not drilling out below a casing string.

Date/Time _____ AM PM

Casing – Please report time casing run starts, not cementing times.

- Surface Casing
- Intermediate Casing
- Production Casing
- Liner
- Other

RECEIVED

MAY 05 2011

DIV. OF OIL, GAS & MINING

Date/Time 5/6/2011 6:00 AM PM

BOPE

- Initial BOPE test at surface casing point
- BOPE test at intermediate casing point
- 30 day BOPE test
- Other

Date/Time _____ AM PM

Remarks Estimated time to begin running surface casing

BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corporation Rig Name/# Patterson 506
 Submitted By Lawrence Lorenzen Phone Number 435-828-6095
 Well Name/Number 14-21-36 BTR
 Qtr/Qtr NE/SW Section 21 Township 3S Range 6W
 Lease Serial Number 14-20-H62-6259
 API Number 43-013-34131

Spud Notice – Spud is the initial spudding of the well, not drilling out below a casing string.

Date/Time _____ AM PM

Casing – Please report time casing run starts, not cementing times.

- Surface Casing
- Intermediate Casing
- Production Casing
- Liner
- Other

RECEIVED

MAY 09 2011

DIV. OF OIL, GAS & MINING

Date/Time _____ AM PM

BOPE

- Initial BOPE test at surface casing point
- BOPE test at intermediate casing point
- 30 day BOPE test
- Other

Date/Time 05/07/2011 02:00 AM PM

Remarks Estimated time

BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corporation Rig Name/# Patterson 506
Submitted By Lawrence Lorenzen Phone Number 435-828-6095
Well Name/Number 14-21-36 BTR
Qtr/Qtr NE/SW Section 21 Township 3S Range 6W
Lease Serial Number 14-20-H62-6259
API Number 43-013-34131

Spud Notice – Spud is the initial spudding of the well, not drilling out below a casing string.

Date/Time _____ AM PM

Casing – Please report time casing run starts, not cementing times.

- Surface Casing
- Intermediate Casing
- Production Casing
- Liner
- Other

RECEIVED

MAY 16 2011

DIV. OF OIL, GAS & MINING

Date/Time 05/15/2011 11:00 AM PM

BOPE

- Initial BOPE test at surface casing point
- BOPE test at intermediate casing point
- 30 day BOPE test
- Other

Date/Time _____ AM PM

Remarks Estimated time

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6259
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
		7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 14-21-36 BTR	
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341310000	
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: CEDAR RIM
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1405 FSL 2285 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NESW Section: 21 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
		STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start: <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input checked="" type="checkbox"/> DRILLING REPORT Report Date: 5/31/2011	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	
	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>	
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
May 2011 Monthly Drilling Activity Report Attached.		
Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY		
NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A	DATE 6/3/2011	

**#14-21-36 BTR 5/1/2011 06:00 - 5/2/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

RU rig equipment. . Received water. Raise derrick and spot x RU backyard. RU. Sperry RU x strapping eqt. - 14, Waiting on daylight. Break tour in morning and fin RU. - 10

#14-21-36 BTR 5/2/2011 06:00 - 5/3/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

PU x strap bit x BHA. Mix spud mud. Weld on flowline and conductor extension. Unload casing, take on fuel. - 6.5, Spud well at 12:30 PM. Drill actual from 96' to 565'. - 11.5, Lost full returns on connection. Build LCM to 10% while circ at 58 stks. - 0.5, Drill ahead with losses of approx 45 BPH at reduced pump rate. 39 vis, 10% LCM. Raising vis x LCM to 50/15%. Bring pumps to normal drilling rate gradually. - 3, Drill ahead at normal pump rate from 655' to 716'. Minor seepage losses. Sweep hole every second conn. - 2, Rig service. - 0.5

#14-21-36 BTR 5/3/2011 06:00 - 5/4/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drill from 716' - . Well taking small volume of fluid (seep losses). Drill to 1172'. Had to slide 6 times to straighten wellbore and minimize DLS. - 13.5, Service rig - 0.5, Drill from 1172' to 1468'. Slide to maintain straight hole and minimize DLS. 50% slide rate. - 10

#14-21-36 BTR 5/4/2011 06:00 - 5/5/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drl/slide from 1468' to 1690'. - 6, Rig Service - 0.5, Slide/drill from 1690' to 1724'. ROP down to 3 fph on slides. - 6.5, Circ BU. Slug pipe and TOH to change bit and MM. LD MM and bit x PU new bit x MM. TIH. No drag or squat. No fill. - 5, Break circ. Drill from 1724' to 2042'. Slide as necessary to keep wellbore within target window. - 6

#14-21-36 BTR 5/5/2011 06:00 - 5/6/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drill from 2042' to 2740'. Minimal sliding to maintain on target. - 10, Rig service - 0.5, Drlg 2740-3005', Sliding as needed to stay on target. - 4, Circulate clean. mix and pump dry job. - 0.5, TOH and laydown 8" equipment - 3.5, Rig up casing crew and run 68 jts 9 5/8" 36# J55 with float equipment. land @ 3002'. - 5.5

#14-21-36 BTR 5/6/2011 06:00 - 5/7/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Safety mtg, Rig up HES and cmt sfc csg. Top out twice with 100 sks G with 2% cal. - 7, Wait on cmt - 3, Weld on csg hd and N/U BOP - 8.5, Test BOP as follows; pipe rams, blind rams, kill line valves, HCR valves, floor safety valves, choke manifold to 5000#. Test annular to 2500# and csg to 1500#. Test upper and lower Kelly valves to 5000# - 5.5

#14-21-36 BTR 5/7/2011 06:00 - 5/8/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Finish BOP test. - 0.5, Set wear bushing - 0.5, Pickup BHA for 8 3/4" section orient dir tools. - 2, TIH - 2, Rig service - 0.5, Drill shoe jt and 20' new hole (3025') - 1, Spot LCM pill on bottom and do FIT test to 10.5#. Held good for 15 min. - 0.5, Drlg 3025-4008, 983', rotated 895' in 13.5 hrs 66.3 FPH, Slid 88' in 3 hrs 30 fph. Max dev 1.92*, Max DLS 1.48 - 16.5

#14-21-36 BTR 5/8/2011 06:00 - 5/9/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drlg 4008-4548, 540' rotated 459' in 6.8 hrs 67.5 fph, slid 81' in 2.7 hrs 30 fph, Max dev 1.21* Max DLS 1.54 - 9.5, Rig service, Function test pipe rams. 6 sec to close - 0.5, Drlg 4548-5373'. 825' in 14 hrs. Rotated 785' in 12.3 hrs 64 fph. Slid 40' in 1.7hrs 23.5 fph. Max dev 1.11*, Max DLS 1.25 - 14

#14-21-36 BTR 5/9/2011 06:00 - 5/10/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drlg 5373-5975', 602', Rotated 534' in 7.8 hrs 68.5 FPH, Slid 68' in 3.7 hrs 18.4 FPH, Max dev 1.55*, Max DLS 1.4 - 11.5, Rig Service, Function test BOP - 0.5, Drlg 5975-6419, 444', Rotated 383' in 9 hrs 42.5 FPH, Slid 61' in 3 hrs 20.3 fph, Max dev 1.59*, Max DLS 1.89. - 12

**#14-21-36 BTR 5/10/2011 06:00 - 5/11/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drlg 6419-6864' 445' - Rotated 355' in 6.7 hrs 53 fph, Slid 90' in 4.8 hrs 18.75 fph, Max dev .91*, Max DLS .7 - 11.5, Rig Service, function test BOP - 0.5, Drlg 6864-7308', 444' Rotated 408' in 9.2 hrs 44.3 fph, slid 36' in 2.8 hrs 12.9 fph, Max dev 1.87*, Max DLS 1.6 - 12

#14-21-36 BTR 5/11/2011 06:00 - 5/12/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drlg 7308-7403', 95' - 3.5, Circulate, mix and pump dry job - 0.5, TIH, laydown MM and bit. - 3.5, Pickup MM, new antenna sub and rerun Sec FX65M. Orient Dir tool and TIH - 3.5, Resume drilling to 7879', 476' Rotated 455' in 12 hrs 38 FPH, Slid 21' in 1 hr 211 FPH Max dev 1.34*, Max DLS .88 - 13

#14-21-36 BTR 5/12/2011 06:00 - 5/13/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drg 7879-8035', 156', rotated 125' in 3.8 hrs 33 fph. Slid 31' in 3.2 hrs 9.7 fph, Max dev 1.03*, Max DLS 1.27 - 7, Rig Service, Function test BOP. - 0.5, Drlg 8035-8577, 542', Rotated 493' in 13.25 hrs 37 fph, Slid 49' in 3.25 hrs 15 fph, Max dev 1.72*, Max DLS .9 - 16.5

#14-21-36 BTR 5/13/2011 06:00 - 5/14/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Drlg 8577-8894', 317'. Rotated 269' in 8 hrs, 33.6FPH, slid 48' in 3.5 hrs 13.7 FPH. Max dev 1.92*, Max DLS 1.46 - 11.5, Rig service, function test BOP - 0.5, Drlg 8894-8958, 64' in 2 hrs. Prep to TOH for bit. - 2, Circ, Mix and pump dry job - 0.5, TOH, trip was smooth - 4, Laydown Sec FX65M, Pickup Smith MI616. - 0.5, TIH new bit. Tight spot @ 8650'. Pickup Kelly and circulate and work thru tight spot. - 5

#14-21-36 BTR 5/14/2011 06:00 - 5/15/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Finish TIH, Work tite spots @ 8549-8672 & 8691-8767', - 1, Drlg 8958-9148' 190' rotated 158' in 2.6 hrs 61fph, slid 32' in 2.9 hrs 11 fph. Max dex 1.68* Max DLS .84 - 6.5, Rig Service, function BOP - 0.5, Drlg 9148-9406, 258' rotated all. Max dev 1.89*, Max DLS .75 - 5.5, Circ clean, mix and pump dry job. - 1, TOH lay down dir tool, reamers and MM - 5, Pull wear bushing - 0.5, HSM rig up SLB, wireline tag @ 9400'. - 4

#14-21-36 BTR 5/15/2011 06:00 - 5/16/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Logging, loggers depth 9400'. - 12.5, TIH to LDDP - 4, Circulate, mix and pump dry job - 1.5, Rig up Weatherford TRS, Lay down drillpipe. - 6

#14-21-36 BTR 5/16/2011 06:00 - 5/17/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Finish laying down drillpipe, break kelly and laydown BHA - 1.5, Rig up Weatherford csg crew and run 225 jts 5.5" 17# P110 csg with 3 marker jts. Land @ 9400'. - 9, Circulate gas out. - 1.5, Cmt casing with 800 sks 11# lead and 500 sks 13.5 # tail. Displace with 216 bbls cla-fix'd water. Final circ pressure 1850#, bump plug to 2500#, bleed off and check floats. Rig down HES - 3.5, N/D BOP, Set slips @ 30K over string wt (165K), Cut csg off. - 4, Clean tanks and begin rig down. Rig released @ 0600 - 4.5

#14-21-36 BTR 5/20/2011 06:00 - 5/21/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Well Secured - 2, Fill cellar ring to bottom of surface head with gravel.
 ND 11-1/16 5M night cap. SISC- 100# Bleed Presure Off
 ND 2-1/16 5M gate valves, and NU companion flanges w/ ball valve.
 NU Cameron 11-1/16 5M x 7-1/16 5M tubing head, with 2-1/16 5M gate valves.
 Test to 5000#. NU 7-1/16 5M night cap. - 3, Well Shut in & Secured

Build Production Facility - 19

**#14-21-36 BTR 5/26/2011 06:00 - 5/27/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

MIRU Schlumberger & IPS
 RIH w/ 4.65" gauge ring to 9312'
 RIH w/ CBL Logging tools, Logged from bottom w/ 1000# held on Csg.
 Bled off PSI.
 RDMO all Contractors. - 12, Cont. Build Production facility. - 12

#14-21-36 BTR 5/27/2011 06:00 - 5/28/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Production facilities are built, Still need to insulate. EIPaso is finished with pipe line on location. Bladed location, and lease road. Moved 10- 500 bbl frac tanks from 14-29-36, to staging area for this frac. 5-25-36 BTR. - 24

#14-21-36 BTR 5/28/2011 06:00 - 5/29/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

WSI. No roustabout operations today. - 2, MI, and spot 19- 500 bbl frac tanks with Dalbo. 17 tanks were from 16-30-36, and 2 tanks from 13H-20-46. Cameron, and IPS on location. ND 7-1/16 5M night cap. NU Cameron frac mandrel. Test to 5000#. Good test. Unload off Acme Trucking, and NU Cameron 5-1/8 10M x 1-13/16 10M 4 valve frac tree. Psi test casing/frac tree to 8500# with IPS. Good test. Bleed off. SDFN. - 12, WSI. RNI/Dalbo is filling frac tanks, on staging area, and location. - 10

#14-21-36 BTR 5/29/2011 06:00 - 5/30/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Finished filling staging area (5-25-36) with fresh water. No roustabout operations. - 24

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6259
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 14-21-36 BTR	
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341310000	
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: CEDAR RIM
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1405 FSL 2285 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NESW Section: 21 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input checked="" type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 6/18/2011	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER: <input style="width: 100px;" type="text"/>	
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION	
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. This sundry is to report that this well had first oil sales on 6/18/2011.		
Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY		
NAME (PLEASE PRINT) Venessa Langmacher	PHONE NUMBER 303 312-8172	TITLE Senior Permit Analyst
SIGNATURE N/A	DATE 6/20/2011	

**#14-21-36 BTR 6/1/2011 06:00 - 6/2/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion
Time Log Summary						
Well Shut in & Secured Continue to work on Facility Insulation & Electrical - 24						

#14-21-36 BTR 6/2/2011 06:00 - 6/3/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion
Time Log Summary						
Well Shut in & Secured Continue to work on production facility Insulation / Electrical - 24						

#14-21-36 BTR 6/3/2011 06:00 - 6/4/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion
Time Log Summary						
Well Shut in & Secured Work on Facility - Insulation & electrical Spot HES Movers & Water Manifold Fill Tanks with production water Change Fresh Water to 3% KCL Water Change Fresh Water to 3% KCL Water on Staging Area - 24						

#14-21-36 BTR 6/4/2011 06:00 - 6/5/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion
Time Log Summary						
Well Shut in & Secured Spot 2 Open Top Tanks MIRU Greywolf Flowtesters D&M & M To heat tanks to 90* Filling Movers with Sand Prep for upcoming Fracs - 24						

#14-21-36 BTR 6/5/2011 06:00 - 6/6/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion
Time Log Summary						
Well Shut in & Secured - 2, MIRU Schlumberger Wireline Crew Pressure Test Lubicator to 4500# Hold for 5 Minutes - Looks Good - 2, Schlumberger Wireline to TIH to perf Stage #1 TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF Correlate to SchlumbergerCBL log Dated 5-26-2011 Perf 9227'-9228', 9209'-9210', 9193'-9194', 9181'-9182' Perf 9135'-9136', 9122'-9124', 9099'-9100', 9065'-9066' Perf 9047'-9048', 9037'-9038', 9027'-9028' POOH, all shots fired, 39 Total Holes - 2, MIRU Halliburton Frac Crew Prep for Upcoming Fracs - 6, Well Shut in & Secured monitor Pressure Overnight - 12						

**#14-21-36 BTR 6/6/2011 06:00 - 6/7/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Well Shut in & Secured

Monitor Pressure - 1, Safety Meeting with all Contractors on location

PPE, Pressure, Close on equipment, Smoking area

No Cell Phone use, High Temp - 0.5, Open Well to Start Stage #1 # 10

Pump 71,400 Gals 3% KCL Treated Production Slick Water

Pump 16,000 Gals 3% KCL XL Treated Fluid

Pump 3,969 Gals 15% HCL Acid W/78 Bio-Balls Good Ball Action

ISIP - 2469# FG - .71 28 of 39 Perfs Open

Pump 52,400 Gals 3% KCL X-L Fluid with 156,600# of 20/40 SLC

Pumped Avg Job Rate - 70.0 BPM Avg Job Psi - 3626#

Max Rate - 71 BPM Max Psi - 7472#

Total BBIs Pumped - 3420 BBLs

Flush Complete, ISIP - 2702# FG - 0.74

Bradenhead & Frac Mandrel monitored - BH - Max 0# - 1.5, Schlumberger Wireline to TIH to perf Stage #2

TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF

Correlate to SchlumbergerCBL log Dated 5-26-2011

Set HES CBP @ 9020' 2425#

Perf 9006'-9007', 8997'-8998', 8985'-8986', 8973'-8974'

Perf 8919'-8920', 8884'-8886', 8861'-8862', 8853'-8854'

Perf 8841'-8842', 8831'-8832', 8820'-8822'

POOH, all shots fired, 42 Total Holes - 2, Open Well to Start Stage #2 #2222

Pump 74,300 Gals 3% KCL Treated Production Slick Water

Pump 13,450 Gals 3% KCL XL Treated Fluid

Pump 3,961 Gals 15% HCL Acid W/84 Bio-Balls Good Ball Action

ISIP - 2349# FG - .71 18 of 42 Perfs Open

Pump 55,300 Gals 3% KCL X-L Fluid with 166,500# of 20/40 SLC

Pumped Avg Job Rate - 70.6 BPM Avg Job Psi - 3082#

Max Rate - 71 BPM Max Psi - 7328#

Total BBIs Pumped - 3496 BBLs

Flush Complete, ISIP - 3082# FG - 0.79

Bradenhead & Frac Mandrel monitored - BH - Max 0# - 1.5, Schlumberger Wireline to TIH to perf Stage #3

TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF

Correlate to SchlumbergerCBL log Dated 5-26-2011

Set HES CBP @ 8811' 2200#

Perf 8797'-8798', 8789'-8790', 8775'-8776', 8759'-8760'

Perf 8739'-8740', 8724'-8725', 8667'-8668', 8611'-8612'

Perf 8583'-8584', 8573'-8574', 8543'-8544', 8527'-8528'

Perf 8515'-8516'

POOH, all shots fired, 39 Total Holes - 2, Well Shut in & Secured

Monitor Pressure Overnight

Reload Water & Sand - 15.5

**#14-21-36 BTR 6/7/2011 06:00 - 6/8/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Well Shut in & Secured

Monitor Pressure - 1, Safety Meeting with all Contractors on location
 PPE, Pressure, Close on equipment, Smoking area
 No Cell Phone use, High Temp - 0.5, Open Well to Start Stage #3 #1454
 Pump Injection Rate/Breakdown
 Pump 3,969 Gals 15% HCL Acid W/78 Bio-Balls
 Pressure Spiked to 6300# Fell down to 1800# just as acid reached perfs
 Displaced to bottom perf -
 ISIP - 2076# FG - .68
 Acts like CBP Moved down hole - Informed Denver
 RU to run Gauge Ring - 1, Schlumberger Wireline to TIH Check CBP
 Correlate to SchlumbergerCBL log Dated 5-26-2011

8860' No Sign of CBP - POOH

TIH with HES CBP

Set HES CBP @ 8813' 500# - 1.5, Open Well to Start Stage #3 #512
 Pump 85,700 Gals 3% KCL Treated Production Slick Water
 Pump 13,500 Gals 3% KCL XL Treated Fluid
 Pump 3,856 Gals 15% HCL Acid W/78 Bio-Balls Good Ball Action
 ISIP - 2416# FG - .72 29 of 39 Perfs Open
 Pump 55,200 Gals 3% KCL X-L Fluid with 166,300# of 20/40 SLC
 Pumped Avg Job Rate - 70.0 BPM Avg Job Psi - 3947#
 Max Rate - 71 BPM Max Psi - 7210#
 Total BBls Pumped - 3863 BBLs

Flush Complete, ISIP - 3303# FG - 0.82

Bradenhead & Frac Mandrel monitored - BH - Max 0# - 1.5, Schlumberger Wireline to TIH to perf Stage #4

TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF
 Correlate to SchlumbergerCBL log Dated 5-26-2011

Set HES CBP @ 8460 2500#

Pressure went to 0# when Perfed
 Perf 8428'-8430', 8399'-8400', 8353'-8354', 8340'-8342'
 Perf 8323'-8324', 8291'-8292', 8280'-8281', 8259'-8260'
 Perf 8241'-8242', 8229'-8230', 8205'-8206'
 POOH, all shots fired, 39 Total Holes - 2, Open Well to Start Stage #4 #0
 Pump 73,700 Gals 3% KCL Treated Production Slick Water
 Pump 13,500 Gals 3% KCL XL Treated Fluid
 Pump 3,846 Gals 15% HCL Acid W/78 Bio-Balls Good Ball Action
 ISIP - 1838# FG - .66 27 of 39 Perfs Open
 Pump 55,600 Gals 3% KCL X-L Fluid with 166,500# of 20/40 SLC
 Pumped Avg Job Rate - 69.5 BPM Avg Job Psi - 3830#
 Max Rate - 71 BPM Max Psi - 6600#
 Total BBls Pumped - 3490 BBLs

Flush Complete, ISIP - 3643# FG - 0.80

Bradenhead & Frac Mandrel monitored - BH - Max 0# - 1.5, Schlumberger Wireline to TIH to perf Stage #5

TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF
 Correlate to SchlumbergerCBL log Dated 5-26-2011

Set HES CBP @ 8200' 1775#

Perf 8176'-8178', 8163'-8164', 8141'-8142', 8111'-8112'
 Perf 8091'-8092', 8082'-8084', 8067'-8068', 8059'-8060'
 Perf 8033'-8034', 8024'-8025', 8014'-8015'
 POOH, all shots fired, 39 Total Holes - 2, Well Shut in & Secured
 monitor Pressure Overnight

Reload Sand & Water - 13

**#14-21-36 BTR 6/8/2011 06:00 - 6/9/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34131	UT	DUCHESNE	Black Tail Ridge	Concept	9,406.0	Drilling & Completion

Time Log Summary

Safety Meeting with all Contractors on location
 PPE, Pressure, Close on equipment, Smoking area
 No Cell Phone use, High Temp - 1, Safety Meeting with all Contractors on location
 PPE, Pressure, Close on equipment, Smoking area
 No Cell Phone use, High Temp - 0.5, Open Well to Start Stage #5 #-25 Vaccum
 Pump 73,900 Gals 3% KCL Treated Production Slick Water
 Pump 19,300 Gals 3% KCL XL Treated Fluid
 Pump 3,875 Gals 15% HCL Acid W/78 Bio-Balls Some Ball Action
 ISIP - 2273# FG - .72 25 of 39 Perfs Open
 Pump 55,400 Gals 3% KCL X-L Fluid with 166,400# of 20/40 SLC
 Pumped Avg Job Rate - 70.0 BPM Avg Job Psi - 3485#
 Max Rate - 71 BPM Max Psi - 7003#
 Total BBls Pumped - 3628 BBLS

Flush Complete, ISIP - 2745# FG - 0.78

Bradenhead & Frac Mandrel monitored - BH - Max 0#
 Lost 1 Pump due to high temperture
 Slowed rate to get crosslink fluid - 1.5, Schlumberger Wireline to TIH to perf Stage #6
 TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF
 Correlate to SchlumbergerCBL log Dated 5-26-2011

Set HES CBP @ 8008' 2200#

Perf 7987'-7988', 7975'-7976', 7965'-7966', 7952'-7954'
 Perf 7929'-7930', 7917'-7918', 7907'-7908', 7891'-7892'
 Perf 7873'-7874', 7847'-7848', 7835'-7836'
 POOH, all shots fired, 36 Total Holes - 1.5, Open Well to Start Stage #6 #1662
 Pump 77,800 Gals 3% KCL Treated Production Slick Water
 Pump 15,200 Gals 3% KCL XL Treated Fluid
 Pump 3,656 Gals 15% HCL Acid W/76 Bio-Balls Some Ball Action
 ISIP - 1894# FG - .68 20 of 36 Perfs Open
 Pump 68,200 Gals 3% KCL X-L Fluid with 186,900# of 20/40 SLC
 Pumped Avg Job Rate - 70.8 BPM Avg Job Psi - 3415#
 Max Rate - 71 BPM Max Psi - 6500#
 Total BBls Pumped - 3923 BBLS

Flush Complete, ISIP - 3089# FG - 0.83

Bradenhead & Frac Mandrel monitored - BH - Max 0#
 Lost 1 Pump due to high temperture
 Slowed rate to get crosslink fluid
 Went long on 4# Sand to Empty CRC
 Replace Blender due to Oil Leak - 1.5, Schlumberger Wireline to TIH to perf Stage #7
 TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF
 Correlate to SchlumbergerCBL log Dated 5-26-2011

Set HES CBP @ 7825' 1750#

Perf 7809'-7810', 7797'-7798', 7782'-7784', 7757'-7758'
 Perf 7721'-7722', 7709'-7710', 7668'-7670', 7647'-7648'
 Perf 7620'-7621', 7609'-7610'
 POOH, all shots fired, 36 Total Holes - 1.5, Well Shut in & Secured
 Monitor Pressure Overnight

Reload Sand & Water - 16.5



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0137
Expires: July 31, 2010

WELL COMPLETION OR RECOMPLETION REPORT AND LOG

5. Lease Serial No.
1420H626259

1a. Type of Well Oil Well Gas Well Dry Other
 b. Type of Completion New Well Work Over Deepen Plug Back Diff. Resvr.
 Other _____

6. If Indian, Allottee or Tribe Name _____
 7. Unit or CA Agreement Name and No. _____

2. Name of Operator **BILL BARRETT CORPORATION** Contact: MEGAN FINNEGAN
 E-Mail: mfinnegan@billbarrettcorp.com

8. Lease Name and Well No.
14-21-36 BTR

3. Address 1099 18TH STREET SUITE 2300 DENVER, CO 80202
 3a. Phone No. (include area code) Ph: 303-299-9949

9. API Well No. 43-013-34131

4. Location of Well (Report location clearly and in accordance with Federal requirements)*
 At surface **NESW 1405FSL 2285FWL**
 At top prod interval reported below **NESW 1405FSL 2285FWL**
 At total depth **NESW 1405FSL 2285FWL**

10. Field and Pool, or Exploratory
ALTAMONT

11. Sec., T., R., M., or Block and Survey or Area Sec 21 T3S R6W Mer UTE

12. County or Parish DUCHESNE 13. State UT

14. Date Spudded 04/17/2011 15. Date T.D. Reached 05/14/2011 16. Date Completed 06/13/2011
 D & A Ready to Prod.

17. Elevations (DF, KB, RT, GL)* 6124 GL

18. Total Depth: MD 9406 TVD 9406 19. Plug Back T.D.: MD 9312 TVD 9312 20. Depth Bridge Plug Set: MD TVD

21. Type Electric & Other Mechanical Logs Run (Submit copy of each)
CBL, TRIPLE COMBO, SONIC

22. Was well cored? No Yes (Submit analysis)
 Was DST run? No Yes (Submit analysis)
 Directional Survey? No Yes (Submit analysis)

23. Casing and Liner Record (Report all strings set in well)

Hole Size	Size/Grade	WL (#/ft.)	Top (MD)	Bottom (MD)	Stage Cementer Depth	No. of Sk. & Type of Cement	Slurry Vol. (BBL)	Cement Top*	Amount Pulled
26.000	16.000 COND	65.0	0	60	60			0	
12.250	9.625 J-55	36.0	0	3005	3002	750	90	0	
8.750	5.500 P-110	17.0	0	9406	9400	1300	216	1600	15000

24. Tubing Record

Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)
2.875	7046							

25. Producing Intervals 26. Perforation Record

Formation	Top	Bottom	Perforated Interval	Size	No. Holes	Perf. Status
A) GREEN RIVER	7102	7988	7102 TO 7988	3.130	180	OPEN
B) WASATCH	8014	9229	8014 TO 9229	3.130	195	OPEN
C)						
D)						

27. Acid, Fracture, Treatment, Cement Squeeze, Etc.

Depth Interval	Amount and Type of Material
7102 TO 7988	GREEN RIVER: SEE TREATMENT STAGES 6-10
8014 TO 9229	WASATCH: SEE TREATMENT STAGES 1-5

28. Production - Interval A

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
06/13/2011	06/20/2011	24	→	322.0	1600.0	626.0	52.0		FLOWS FROM WELL
Choke Size	Tbg. Press Flwg.	Csg. Press	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
32/64	SI 730	1525.0	→	322	1600	626	4969	POW	

28a. Production - Interval B

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
			→						
Choke Size	Tbg. Press Flwg.	Csg. Press	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
	SI		→						

RECEIVED
AUG 17 2011

DIV. OF OIL, GAS & MINING

(See Instructions and spaces for additional data on reverse side)

ELECTRONIC SUBMISSION #115052 VERIFIED BY THE BLM WELL INFORMATION SYSTEM

**** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ****

28b. Production - Interval C

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
			→						
Choke Size	Tbg. Press Flwg SI	Csg. Press	24 Hr Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
			→						

28c. Production - Interval D

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
			→						
Choke Size	Tbg. Press Flwg SI	Csg. Press	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
			→						

29. Disposition of Gas(Sold, used for fuel, vented, etc.)
SOLD

30. Summary of Porous Zones (Include Aquifers):

Show all important zones of porosity and contents thereof: Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

31. Formation (Log) Markers

Formation	Top	Bottom	Descriptions, Contents, etc.	Name	Top
					Meas. Depth
				GREEN RIVER	3396
				MAHOGANY	4117
				DOUGLAS CREEK	6384
				BLACK SHALE	7099
				UTELAND BUTTE	7618
				CR 1	7706
				WASATCH	7995
				TD	9407

32. Additional remarks (include plugging procedure):

TOC was calculated by CBL. First gas sales was on 6/13/2011. First oil sales was on 6/18/2011. Conductor was cemented with grout. Attached is Treatment Data.

33. Circle enclosed attachments:

- 1. Electrical/Mechanical Logs (1 full set req'd.)
- 2. Geologic Report
- 3. DST Report
- 4. Directional Survey
- 5. Sundry Notice for plugging and cement verification
- 6. Core Analysis
- 7. Other:

34. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records (see attached instructions):

Electronic Submission #115052 Verified by the BLM Well Information System.
For BILL BARRETT CORPORATION, sent to the Vernal

Name (please print) MEGAN FINNEGAN Title PERMIT ANALYST

Signature  Date 08/11/2011

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

**** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ****

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6259
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SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
--	---

1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 14-21-36 BTR
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2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341310000
--	---

3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8134 Ext	9. FIELD and POOL or WILDCAT: CEDAR RIM
---	--	---

4. LOCATION OF WELL FOOTAGES AT SURFACE: 1405 FSL 2285 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NESW Section: 21 Township: 03.0S Range: 06.0W Meridian: U	COUNTY: DUCHESNE STATE: UTAH
---	---

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 4/27/2017 <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input checked="" type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

The well was SI on 4/28/15 due to low production. Due to low commodity prices the well has been left SI. On 4/27/16 the well will be SI for 1 year. Current economics don't justify RTP. For this reason BBC is requesting an addtl 1 year SI, before a MIT is required, until 4/27/17. Well currently has 0 psi tbg, 9 psi csg, 2 psi Braden Head. With minimal to 0 Braden Head pressure & 9 psi csg pressure, it is evident that the 5-1/2" prod csg has full integrity & all formations are protected. Fluid level was found at 600 ft. from sfc. 9-5/8" sfc csg at 3,002' cemented to sfc, TOC on 5-1/2" prod csg at 950' inside 9-5/8" annulus. The well is SI at the wellhead & all sfc equip has been drained/winterized. Well is still on an active lease operator rte & is checked frequently for any sfc & potential downhole issues. BBC would RTP if economics will justify at a higher commodity price before 4/27/17

Accepted by the Utah Division of Oil, Gas and Mining

Date: March 29, 2016

By: *Debbie Duff*

NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A		DATE 3/16/2016

Division of Oil, Gas and Mining
 Operator Change/Name Change Worksheet-for State use only

Effective Date: 11/1/2016

FORMER OPERATOR:	NEW OPERATOR:
Bill Barrett Corporation 1099 18th Street, Suite 2300 Denver, CO 80202	Rig II, LLC 1582 West 2600 South Woods Cross, UT 84087
CA Number(s):	Unit(s):

WELL INFORMATION:

Well Name	Sec	TWN	RNG	API	Entity	Mineral	Surface	Type	Status
See Attached List									

OPERATOR CHANGES DOCUMENTATION:

- Sundry or legal documentation was received from the **FORMER** operator on: 10/21/2016
- Sundry or legal documentation was received from the **NEW** operator on: 10/21/2016
- New operator Division of Corporations Business Number: 8256968-0160

REVIEW:

- Surface Agreement Sundry from **NEW** operator on Fee Surface wells received on: N/A
- Receipt of Acceptance of Drilling Procedures for APD on: 10/21/2016
- Reports current for Production/Disposition & Sundries: 11/2/2016
- OPS/SI/TA well(s) reviewed for full cost bonding: 11/3/2016
- UIC5 on all disposal/injection/storage well(s) approved on: 11/3/2016
- Surface Facility(s) included in operator change: None
- Inspections of PA state/fee well sites complete on (only upon operators request): 11/3/2016

NEW OPERATOR BOND VERIFICATION:

- Federal well(s) covered by Bond Number: UTB000712
- Indian well(s) covered by Bond Number: LPM 922467
- State/fee well(s) covered by Bond Number(s): 9219529

DATA ENTRY:

- Well(s) update in the **OGIS** on: 11/7/2016
- Entity Number(s) updated in **OGIS** on: 11/7/2016
- Unit(s) operator number update in **OGIS** on: N/A
- Surface Facilities update in **OGIS** on: N/A
- State/Fee well(s) attached to bond(s) in **RBDMS** on: 11/7/2016
- Surface Facilities update in **RBDMS** on: N/A

COMMENTS:

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

Well Name	Sec	TWN	RNG	API Number	Entity	Mineral	Surface	Type	Status
SWD 9-36 BTR	9	030S	060W	4301350646	18077	Indian	Fee	WD	A
16-6D-46 BTR SWD	6	040S	060W	4301350781	18327	Indian	Fee	WD	A
6-32-36 BTR SWD	32	030S	060W	4301350921	18329	Indian	Fee	WD	A
LC TRIBAL 8-26D-47	26	040S	070W	4301334024		Indian	Indian	OW	APD
16-21D-37 BTR	21	030S	070W	4301350758		Indian	Fee	OW	APD
14-11D-37 BTR	11	030S	070W	4301350862		Indian	Fee	OW	APD
7-17D-46 BTR	17	040S	060W	4301350883		Indian	Indian	OW	APD
14-12D-37 BTR	12	030S	070W	4301350894		Indian	Fee	OW	APD
1-18D-36 BTR	18	030S	060W	4301350922		Indian	Fee	OW	APD
13-2D-45 BTR	2	040S	050W	4301350931		Indian	Indian	OW	APD
5H-16-46 BTR	16	040S	060W	4301350992		Indian	Indian	OW	APD
9H-17-45 BTR	17	040S	050W	4301351098		Indian	Indian	OW	APD
13H-8-46 BTR UB	8	040S	060W	4301351124		Indian	Indian	OW	APD
8H-9-46 BTR	9	040S	060W	4301351140		Indian	Indian	OW	APD
LC TRIBAL 7-31D-37	31	030S	070W	4301351147		Indian	Fee	OW	APD
14-16D-45 BTR	16	040S	050W	4301351178		Indian	Indian	OW	APD
16-19D-37 BTR	19	030S	070W	4301351179		Indian	Fee	OW	APD
6-2D-45 BTR	2	040S	050W	4301351234		Indian	Indian	OW	APD
2-2D-45 BTR	2	040S	050W	4301351235		Indian	Indian	OW	APD
10-26-35 BTR	26	030S	050W	4301351248		Indian	Fee	OW	APD
LC TRIBAL 1H-33-46	33	040S	060W	4301351257		Indian	Fee	OW	APD
LC TRIBAL 9-25D-46	25	040S	060W	4301351276		Indian	Indian	OW	APD
LC TRIBAL 8H-30-45	30	040S	050W	4301351277		Indian	Indian	OW	APD
LC TRIBAL 16H-30-45	30	040S	050W	4301351279		Indian	Indian	OW	APD
LC TRIBAL 13-30D-45	30	040S	050W	4301351282		Indian	Indian	OW	APD
LC TRIBAL 16H-36-46	36	040S	060W	4301351291		Indian	Indian	OW	APD
LC TRIBAL 13H-30-46	30	040S	060W	4301351321		Indian	Indian	OW	APD
LC TRIBAL 13H-31-46	31	040S	060W	4301351326		Indian	Indian	OW	APD
LC TRIBAL 16-31D-46	31	040S	060W	4301351328		Indian	Indian	OW	APD
LC TRIBAL 5H-26-47	26	040S	070W	4301351337		Indian	Indian	OW	APD
LC TRIBAL 5H-19-45	20	040S	050W	4301351349		Indian	Indian	OW	APD
LC TRIBAL 16-36D-47	36	040S	070W	4301351363		Indian	Indian	OW	APD
15-4D-47 BTR	4	040S	070W	4301351377		Indian	Fee	OW	APD
16-23D-46 LC TRIBAL	23	040S	060W	4301351396		Indian	Fee	OW	APD
15-2D-36 BTR	2	030S	060W	4301351419		Indian	Fee	OW	APD
16-23D-37 BTR	23	030S	070W	4301351420		Indian	Fee	OW	APD
11-9D-47 BTR	9	040S	070W	4301351422		Indian	Fee	OW	APD
15-13D-47 BTR	13	040S	070W	4301351424		Indian	Indian	OW	APD
LC TRIBAL 15-19D-46	19	040S	060W	4301351426		Indian	Indian	OW	APD
16-13D-45 BTR	13	040S	050W	4301351428		Indian	Indian	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

14-12D-45 BTR	12	040S	050W	4301351444		Indian	Indian	OW	APD
16-14D-45 BTR	14	040S	050W	4301351445		Indian	Indian	OW	APD
5-13D-45 BTR	13	040S	050W	4301351446		Indian	Indian	OW	APD
LC TRIBAL 16-26D-46	26	040S	060W	4301351450		Indian	State	OW	APD
LC TRIBAL 16-34D-46	34	040S	060W	4301351451		Indian	State	OW	APD
16-12D-45 BTR	12	040S	050W	4301351452		Indian	Indian	OW	APD
8-12D-45 BTR	12	040S	050W	4301351453		Indian	Indian	OW	APD
LC TRIBAL 1-35D-46	35	040S	060W	4301351454		Indian	Fee	OW	APD
16-25D-37 BTR	25	030S	070W	4301351455		Indian	Fee	OW	APD
LC TRIBAL 13H-29-46	28	040S	060W	4301351462		Indian	Fee	OW	APD
LC TRIBAL 14-30D-37	30	030S	070W	4301351494		Indian	Fee	OW	APD
7-13D-45 BTR	13	040S	050W	4301351497		Indian	Indian	OW	APD
LC TRIBAL 4H-35-46	35	040S	060W	4301351515		Indian	Fee	OW	APD
LC TRIBAL 13H-19-46	19	040S	060W	4301351543		Indian	Indian	OW	APD
16-26D-37 BTR	26	030S	070W	4301351598		Indian	Fee	OW	APD
LC TRIBAL 16-31D-37	31	030S	070W	4301351610		Indian	Fee	OW	APD
5-4-35 BTR	4	030S	050W	4301351613		Indian	Fee	OW	APD
LC TRIBAL 16-31D-47	31	040S	070W	4301351616		Indian	Indian	OW	APD
LC TRIBAL 13H-31-47	31	040S	070W	4301351617		Indian	Indian	OW	APD
LC TRIBAL 13-32D-47	32	040S	070W	4301351619		Indian	Indian	OW	APD
LC TRIBAL 16H-32-47	32	040S	070W	4301351620		Indian	Indian	OW	APD
LC TRIBAL 1-32D-47	32	040S	070W	4301351624		Indian	Indian	OW	APD
LC TRIBAL 4H-32-47	32	040S	070W	4301351625		Indian	Indian	OW	APD
LC TRIBAL 13-28D-47	28	040S	070W	4301351627		Indian	Indian	OW	APD
LC TRIBAL 13H-29-47	28	040S	070W	4301351628		Indian	Indian	OW	APD
LC TRIBAL 16H-28-47	28	040S	070W	4301351629		Indian	Indian	OW	APD
LC TRIBAL 1-28D-47	28	040S	070W	4301351639		Indian	Indian	OW	APD
LC TRIBAL 1H-27-47	28	040S	070W	4301351640		Indian	Indian	OW	APD
LC TRIBAL 4H-28-47	28	040S	070W	4301351641		Indian	Indian	OW	APD
LC TRIBAL 7-25D-58	25	050S	080W	4301351643		Indian	Indian	OW	APD
LC TRIBAL 6-25D-58	25	050S	080W	4301351644		Indian	Indian	OW	APD
LC TRIBAL 13H-24-58	24	050S	080W	4301351645		Indian	Indian	OW	APD
LC TRIBAL 16-24D-58	24	050S	080W	4301351646		Indian	Indian	OW	APD
LC Tribal 8-23D-46	23	040S	060W	4301351654		Indian	Fee	OW	APD
LC Tribal 16-35D-45	35	040S	050W	4301351656		Indian	Fee	OW	APD
LC Tribal 13H-35-45	35	040S	050W	4301351657		Indian	Fee	OW	APD
LC Tribal 16-36D-45	36	040S	050W	4301351658		Indian	Fee	OW	APD
LC Tribal 13H-36-45	36	040S	050W	4301351659		Indian	Fee	OW	APD
LC Tribal 5-36D-45	36	040S	050W	4301351661		Indian	Fee	OW	APD
LC Tribal 8-26D-46	26	040S	060W	4301351663		Indian	Fee	OW	APD
3-29D-36 BTR	29	030S	060W	4301351665		Indian	Fee	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

LC Tribal 5-35D-45	35	040S	050W	4301351666	Indian	Fee	OW	APD
LC Tribal 5-24D-46	24	040S	060W	4301351668	Indian	Indian	OW	APD
LC TRIBAL 6-12D-58	12	050S	080W	4301351696	Indian	Indian	OW	APD
LC TRIBAL 8-12D-58	12	050S	080W	4301351697	Indian	Indian	OW	APD
LC TRIBAL 16H-22-47	21	040S	070W	4301351700	Indian	Indian	OW	APD
5-25D-37 BTR	25	030S	070W	4301351803	Indian	Fee	OW	APD
8-3D-36 BTR	3	030S	060W	4301351804	Indian	Fee	OW	APD
14-26D-37 BTR	26	030S	070W	4301351805	Indian	Fee	OW	APD
9-4-35 BTR	4	030S	050W	4301351806	Indian	Fee	OW	APD
11-4D-35 BTR	4	030S	050W	4301351807	Indian	Fee	OW	APD
16-27D-37 BTR	27	030S	070W	4301351808	Indian	Fee	OW	APD
14-27D-37 BTR	27	030S	070W	4301351809	Indian	Fee	OW	APD
14-16D-46 BTR	16	040S	060W	4301351812	Indian	Indian	OW	APD
LC Tribal 16-35D-48	35	040S	080W	4301351847	Indian	Indian	OW	APD
LC Tribal 13H-35-48	35	040S	080W	4301351848	Indian	Indian	OW	APD
LC Tribal 13-2D-58	11	050S	080W	4301351850	Indian	Indian	OW	APD
5-13D-36 BTR	13	030S	060W	4301351862	Indian	Fee	OW	APD
5-8D-36 BTR	8	030S	060W	4301351871	Indian	Fee	OW	APD
16-1D-36 BTR	1	030S	060W	4301351872	Indian	Fee	OW	APD
8-18D-46 BTR	18	040S	060W	4301351897	Indian	Fee	OW	APD
LC Tribal 5-36D-46	36	040S	060W	4301351905	Indian	Indian	OW	APD
LC Tribal 5-26D-45	26	040S	050W	4301351907	Indian	Indian	OW	APD
14-13D-45 BTR	13	040S	050W	4301351974	Indian	Indian	OW	APD
14-34D-46 DLB	34	040S	060W	4301351975	Indian	Fee	OW	APD
LC Tribal 5-21D-45	21	040S	050W	4301352001	Indian	Indian	OW	APD
LC Tribal 8-22D-45	22	040S	050W	4301352002	Indian	Indian	OW	APD
LC Tribal 8-25D-45	25	040S	050W	4301352007	Indian	Indian	OW	APD
LC Tribal 16-25D-45	25	040S	050W	4301352008	Indian	Indian	OW	APD
LC Tribal 16-22D-45	22	040S	050W	4301352009	Indian	Indian	OW	APD
LC Tribal 16-26D-45	26	040S	050W	4301352010	Indian	Indian	OW	APD
LC Tribal 14-31D-37	31	030S	070W	4301352016	Indian	Fee	OW	APD
5-12D-45 BTR	12	040S	050W	4301352030	Indian	Indian	OW	APD
LC Tribal 9-20D-45	20	040S	050W	4301352031	Indian	Indian	OW	APD
LC Tribal 13-35D-47	35	040S	070W	4301352055	Indian	Indian	OW	APD
LC Tribal 1-23D-47	23	040S	070W	4301352057	Indian	Indian	OW	APD
9-17D-46 BTR	17	040S	060W	4301352059	Indian	Indian	OW	APD
11-18D-46 BTR	18	040S	060W	4301352060	Indian	Indian	OW	APD
9-10D-47 BTR	10	040S	070W	4301352092	Indian	Fee	OW	APD
LC Tribal 1-17D-47	17	040S	070W	4301352096	Indian	Fee	OW	APD
7-35D-37 BTR	35	030S	070W	4301352115	Indian	Fee	OW	APD
14-25D-37 BTR	25	030S	070W	4301352116	Indian	Fee	OW	APD

From: Bill Barrett Corporation

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LC Tribal 5-25-46	25	040S	060W	4301352126	Indian	Indian	OW	APD
8-33D-35 BTR	33	030S	050W	4301352161	Indian	Fee	OW	APD
5-4D-36 BTR	4	030S	060W	4301352175	Indian	Fee	OW	APD
7-4D-36 BTR	4	030S	060W	4301352176	Indian	Fee	OW	APD
LC Tribal 4-36D-47	36	040S	070W	4301352186	Indian	Indian	OW	APD
LC Tribal 4-22D-46	22	040S	060W	4301352944	Indian	Indian	OW	APD
LC Tribal 16-22D-46	22	040S	060W	4301352945	Indian	Indian	OW	APD
LC Tribal 11-19D-46	19	040S	060W	4301352946	Indian	Indian	OW	APD
LC Tribal 7-20D-45	20	040S	050W	4301352947	Indian	Indian	OW	APD
15-11D-35 BTR	11	030S	050W	4301353056	Indian	Fee	OW	APD
13-11D-35 BTR	11	030S	050W	4301353057	Indian	Fee	OW	APD
BTR 16-36D-37	36	030S	070W	4301353059	Indian	Fee	OW	APD
4-29D-35 BTR	30	030S	050W	4301353060	Indian	Fee	OW	APD
1-30D-35 BTR	30	030S	050W	4301353061	Fee	Fee	OW	APD
LC TRIBAL 3-23D-46	23	040S	060W	4301353066	Indian	State	OW	APD
LC Tribal 14-23D-46	23	040S	060W	4301353067	Indian	State	OW	APD
LC Tribal 13-25D-46	25	040S	060W	4301353068	Indian	Indian	OW	APD
LC Tribal 14-26D-46	26	040S	060W	4301353069	Indian	State	OW	APD
LC Tribal 5-26D-46	26	040S	060W	4301353070	Indian	State	OW	APD
LC Tribal 11-35D-45	35	040S	050W	4301353071	Indian	State	OW	APD
LC Tribal 7-35D-45	35	040S	050W	4301353072	Indian	State	OW	APD
LC Tribal 3-35D-45	35	040S	050W	4301353075	Indian	State	OW	APD
LC Tribal 14-36D-45	36	040S	050W	4301353076	Indian	State	OW	APD
LC Tribal 13-36D-45	36	040S	050W	4301353077	Indian	State	OW	APD
LC Tribal 10-36D-45	36	040S	050W	4301353078	Indian	State	OW	APD
LC Tribal 8-36D-45	36	040S	050W	4301353079	Indian	State	OW	APD
LC Tribal 6-36D-45	36	040S	050W	4301353080	Indian	State	OW	APD
LC Tribal 1-34D-46	34	040S	060W	4301353081	Indian	State	OW	APD
LC Tribal 9-27D-46	27	040S	060W	4301353082	Indian	State	OW	APD
LC Tribal 13-35D-45	35	040S	050W	4301353083	Indian	State	OW	APD
LC Tribal 8-35D-45	35	040S	050W	4301353084	Indian	State	OW	APD
LC Tribal 15-35D-45	35	040S	050W	4301353085	Indian	State	OW	APD
LC Tribal 12-25D-45	25	040S	050W	4301353122	Indian	Indian	OW	APD
LC Tribal 14-25D-45	25	040S	050W	4301353123	Indian	Indian	OW	APD
LC Tribal 10-25D-45	25	040S	050W	4301353124	Indian	Indian	OW	APD
LC Tribal 11-26-45	26	040S	050W	4301353125	Indian	Indian	OW	APD
LC Tribal 13-26D-45	26	040S	050W	4301353126	Indian	Indian	OW	APD
LC Tribal 7-31D-46	31	040S	060W	4301353127	Indian	Indian	OW	APD
LC Tribal 7-19D-45	19	040S	050W	4301353128	Indian	Indian	OW	APD
LC Tribal 5-19D-45	19	040S	050W	4301353130	Indian	Indian	OW	APD
LC Tribal 7-25D-46	25	040S	060W	4301353132	Indian	Indian	OW	APD

From: Bill Barrett Corporation

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LC Tribal 7-24D-46	24	040S	060W	4301353134		Indian	Indian	OW	APD
LC Tribal 14-31D-46	31	040S	060W	4301353135		Indian	Indian	OW	APD
LC Tribal 14-30D-46	30	040S	060W	4301353136		Indian	Indian	OW	APD
13-4-35 BTR SWD	4	030S	050W	4301353293		Fee	Fee	OW	APD
LC FEE 14-26D-47	26	040S	070W	4301353294		Fee	Indian	OW	APD
LC Fee 5-25D-47	25	040S	070W	4301353295		Fee	Indian	OW	APD
7-35-46 LC SWD	35	040S	060W	4301353296		Fee	Fee	OW	APD
LC Fee 1H-33-47	32	040S	070W	4301353309		Fee	Indian	OW	APD
LC FEE 14-2D-58	2	050S	080W	4301353312		Fee	Indian	OW	APD
LC FEE 13H-21-47	21	040S	070W	4301353313		Fee	Indian	OW	APD
LC Fee 16-21D-47	21	040S	070W	4301353326		Fee	Indian	OW	APD
16-7D-46 BTR	7	040S	060W	4301353328		Fee	Indian	OW	APD
LC Fee 15-26D-47	26	040S	070W	4301353331		Fee	Indian	OW	APD
LC Fee 4-24D-47	23	040S	070W	4301353332		Fee	Indian	OW	APD
LC Fee 5-34D-47	34	040S	070W	4301353333		Fee	Indian	OW	APD
LC Fee 5-35D-47	35	040S	070W	4301353334		Fee	Indian	OW	APD
13-34D-47 LC Fee	34	040S	070W	4301353337		Fee	Indian	OW	APD
14-35D-35 BTR	35	030S	050W	4301352120		Fee	Fee	OW	DRL
6-17D-46 BTR	17	040S	060W	4301351078		Indian	Indian	OW	OPS
5-34D-35 BTR	34	030S	050W	4301351187		Indian	Fee	OW	OPS
5-10D-45 BTR	10	040S	050W	4301351221		Indian	Indian	OW	OPS
5-3D-45 BTR	3	040S	050W	4301351810		Indian	Indian	OW	OPS
9-34D-35 BTR	34	030S	050W	4301352117		Fee	Fee	OW	OPS
5-35D-35 BTR	35	030S	050W	4301352118		Fee	Fee	OW	OPS
1-2D-46 BTR	2	040S	060W	4301353086		Indian	Fee	OW	OPS
7-21-46 DLB	21	040S	060W	4301333567	16526	Indian	Indian	OW	P
LC TRIBAL 1H-27-46	27	040S	060W	4301333568	18175	Indian	Fee	GW	P
7-29-46 DLB	29	040S	060W	4301333584	17603	Indian	Fee	GW	P
LC TRIBAL 12H-28-46	28	040S	060W	4301333631	18132	Indian	Indian	GW	P
LC TRIBAL 13H-21-46	21	040S	060W	4301333632	18107	Indian	Indian	GW	P
12-36-36 BTR	36	030S	060W	4301333638	16336	Indian	Fee	GW	P
5-5-46 BTR	5	040S	060W	4301333639	16542	Indian	Fee	OW	P
5-23-36 BTR	23	030S	060W	4301333642	16675	Indian	Fee	GW	P
14-29-36 BTR	29	030S	060W	4301333643	16725	Indian	Fee	OW	P
14-30-36 BTR	30	030S	060W	4301333644	16701	Indian	Fee	GW	P
7-20-46 DLB	20	040S	060W	4301333657	16584	Indian	Indian	OW	P
LC TRIBAL 5-21D-46	21	040S	060W	4301333658	18887	Indian	Indian	OW	P
5-20-46 DLB	20	040S	060W	4301333659	18750	Indian	Indian	GW	P
LC TRIBAL 13H-20-46	20	040S	060W	4301333678	17979	Indian	Indian	GW	P
14-7-46 BTR	7	040S	060W	4301333806	16890	Indian	Indian	GW	P
7-8-45 BTR	8	040S	050W	4301333820	16974	Indian	Indian	OW	P

From: Bill Barrett Corporation

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1-5-45 BTR	5	040S	050W	4301333868	16931	Indian	Indian	OW	P
5-16-36 BTR	16	030S	060W	4301333970	17195	Indian	Fee	OW	P
5-29-36 BTR	29	030S	060W	4301333972	17557	Indian	Fee	OW	P
4-30-36 BTR	30	030S	060W	4301333973	17249	Indian	Fee	OW	P
7-19-46 DLB	19	040S	060W	4301334004	19018	Indian	Indian	OW	P
5-25-36 BTR	25	030S	060W	4301334021	17126	Fee	Fee	OW	P
5-4-45 BTR	4	040S	050W	4301334089	17507	Indian	Indian	OW	P
13-2-46 BTR	2	040S	060W	4301334090	18618	Indian	Indian	OW	P
2-3-45 BTR	3	040S	050W	4301334099	17932	Indian	Indian	OW	P
7-6-45 BTR	6	040S	050W	4301334100	17653	Indian	Indian	OW	P
1-9-45 BTR	9	040S	050W	4301334101	17910	Indian	Indian	OW	P
8-10-45 BTR	10	040S	050W	4301334102	17530	Indian	Indian	OW	P
7-17-45 BTR	17	040S	050W	4301334104	17933	Indian	Indian	OW	P
16-7-45 BTR	7	040S	050W	4301334111	17665	Indian	Indian	OW	P
15-18-45 BTR	18	040S	050W	4301334112	17832	Indian	Indian	OW	P
6-12-46 BTR	12	040S	060W	4301334114	17964	Indian	Indian	OW	P
5-13-46 BTR	13	040S	060W	4301334115	17833	Indian	Indian	OW	P
16-26-36 BTR	26	030S	060W	4301334132	18028	Indian	Fee	OW	P
1-23-36 BTR	23	030S	060W	4301334136	17722	Indian	Fee	OW	P
15-10-36 BTR	10	030S	060W	4301334277	17419	Indian	Fee	OW	P
14-5-46 BTR	5	040S	060W	4301350307	17624	Fee	Fee	OW	P
14X-22-46 DLB	22	040S	060W	4301350351	17604	Indian	Indian	OW	P
16-13-36 BTR	13	030S	060W	4301350372	17853	Indian	Fee	OW	P
5-33-46 DLB	33	040S	060W	4301350397	17765	Indian	Fee	OW	P
5-34-46 DLB	34	040S	060W	4301350415	17801	Indian	State	GW	P
LC FEE 12H-32-46	32	040S	060W	4301350431	18003	Fee	Fee	OW	P
1-13D-47 BTR	13	040S	070W	4301350445	18205	Indian	Fee	OW	P
16-8D-45 BTR	8	040S	050W	4301350466	18799	Indian	Indian	OW	P
7-13D-46 BTR	13	040S	060W	4301350470	18076	Indian	Indian	OW	P
14-8D-45 BTR	8	040S	050W	4301350567	18207	Indian	Indian	OW	P
14-5D-45 BTR	5	040S	050W	4301350568	18108	Indian	Indian	OW	P
16-31D-36 BTR	31	030S	060W	4301350573	18004	Indian	Fee	OW	P
5-7D-46 BTR	7	040S	060W	4301350574	18176	Indian	Indian	OW	P
LC TRIBAL 13H-33-46	34	040S	060W	4301350575	18223	Indian	State	OW	P
5-8-45 BTR	8	040S	050W	4301350607	18279	Indian	Indian	OW	P
16-6D-45 BTR	6	040S	050W	4301350610	18177	Indian	Indian	OW	P
5-18D-45 BTR	18	040S	050W	4301350611	18300	Indian	Indian	OW	P
7-26-37 BTR	26	030S	070W	4301350641	18131	Indian	Fee	OW	P
3-11D-36 BTR	11	030S	060W	4301350642	18299	Indian	Fee	OW	P
16-1D-46 BTR	1	040S	060W	4301350675	18525	Indian	Indian	OW	P
14-3-45 BTR	3	040S	050W	4301350676	18363	Indian	Indian	OW	P

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4-17D-45 BTR	17	040S	050W	4301350687	18517	Indian	Indian	OW	P
5-6D-45 BTR	6	040S	050W	4301350688	18726	Indian	Indian	OW	P
7-7D-45 BTR	7	040S	050W	4301350689	18380	Indian	Indian	OW	P
14-10D-45 BTR	10	040S	050W	4301350754	18447	Indian	Indian	OW	P
14-9D-45 BTR	9	040S	050W	4301350755	18379	Indian	Indian	OW	P
13-16D-36 BTR	16	030S	060W	4301350757	18206	Indian	State	OW	P
5-9D-36 BTR	9	030S	060W	4301350843	18381	Indian	Fee	OW	P
16-5D-46 BTR	5	040S	060W	4301350844	18280	Fee	Fee	OW	P
5-27D-37 BTR	27	030S	070W	4301350847	18526	Indian	Fee	OW	P
7-4D-45 BTR	4	040S	050W	4301350884	18562	Indian	Indian	OW	P
2-16D-45 BTR	16	040S	050W	4301350899	18619	Indian	Indian	OW	P
16-10D-45 BTR	10	040S	050W	4301350902	18725	Indian	Indian	OW	P
5-2D-36 BTR	2	030S	060W	4301350913	18886	Indian	Fee	OW	P
13H-27-36 BTR	27	030S	060W	4301350918	18445	Indian	State	OW	P
8-16D-46 BTR	16	040S	060W	4301350953	19027	Indian	Indian	OW	P
16-16D-46 BTR	16	040S	060W	4301350956	19028	Indian	Indian	OW	P
16-9D-45 BTR	9	040S	050W	4301350962	18662	Indian	Indian	OW	P
14-31D-36 BTR	31	030S	060W	4301350973	18524	Indian	Fee	OW	P
5-10D-36 BTR	10	030S	060W	4301350978	18989	Indian	Fee	OW	P
1-32D-36 BTR	32	030S	060W	4301350979	18648	Indian	Fee	OW	P
16-12D-36 BTR	12	030S	060W	4301350980	18748	Indian	Fee	OW	P
2-18D-45 BTR	18	040S	050W	4301350991	18776	Indian	Indian	OW	P
3-1-46 BTR	1	040S	060W	4301351017	18777	Indian	Fee	OW	P
10-5-45 BTR	5	040S	050W	4301351062	18724	Indian	Indian	OW	P
12-4D-45 BTR	4	040S	050W	4301351063	18813	Indian	Indian	OW	P
1-10D-45 BTR	10	040S	050W	4301351064	18966	Indian	Indian	OW	P
16-2D-46 BTR	2	040S	060W	4301351079	18830	Indian	Indian	OW	P
9H-4-45 BTR	4	040S	050W	4301351092	18814	Indian	Indian	OW	P
12-17-45 BTR	17	040S	050W	4301351097	18984	Indian	Indian	OW	P
5-9D-46 BTR	9	040S	060W	4301351109	19313	Indian	Fee	OW	P
14-9D-36 BTR	9	030S	060W	4301351144	19004	Indian	Fee	OW	P
5-31D-36 BTR	31	030S	060W	4301351146	18691	Indian	Fee	OW	P
4-9D-45 BTR	9	040S	050W	4301351157	18883	Indian	Indian	OW	P
8-12D-46 BTR	12	040S	060W	4301351159	18911	Indian	Indian	OW	P
LC TRIBAL 16-23D-47	23	040S	070W	4301351180	18617	Indian	Indian	OW	P
14-7D-45 BTR	7	040S	050W	4301351222	18949	Indian	Indian	OW	P
5-16D-45 BTR	16	040S	050W	4301351223	18987	Indian	Indian	OW	P
4-5D-45 BTR	5	040S	050W	4301351242	18882	Indian	Indian	OW	P
LC TRIBAL 16H-19-45	19	040S	050W	4301351278	18627	Indian	Indian	OW	P
LC TRIBAL 13-19D-45	19	040S	050W	4301351280	18628	Indian	Indian	OW	P
LC TRIBAL 5-30D-45	30	040S	050W	4301351281	19448	Indian	Indian	OW	P

From: Bill Barrett Corporation

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LC TRIBAL 15-24D-46	24	040S	060W	4301351283	18626	Indian	Indian	OW	P
LC TRIBAL 13H-24-46	19	040S	050W	4301351289	18629	Indian	Indian	OW	P
7-16-47 BTR	16	040S	070W	4301351296	18950	Indian	Fee	OW	P
14-18D-45 BTR	18	040S	050W	4301351313	19005	Indian	Indian	OW	P
LC TRIBAL 16-30D-46	30	040S	060W	4301351320	19006	Indian	Indian	OW	P
LC TRIBAL 5-20D-45	20	040S	050W	4301351331	19449	Indian	Indian	OW	P
11-8D-46 BTR	8	040S	060W	4301351336	19314	Indian	Indian	OW	P
5-7D-45 BTR	7	040S	050W	4301351350	18951	Indian	Indian	OW	P
7-5-35 BTR	5	030S	050W	4301351599	19078	Indian	Fee	OW	P
13-5D-35 BTR	5	030S	050W	4301351600	18996	Indian	Fee	OW	P
11-5D-35 BTR	5	030S	050W	4301351601	19061	Fee	Fee	OW	P
15-5D-35 BTR	5	030S	050W	4301351602	19062	Fee	Fee	OW	P
9-5D-35 BTR	5	030S	050W	4301351609	19029	Indian	Fee	OW	P
3-5D-35 BTR	5	030S	050W	4301351638	19079	Indian	Fee	OW	P
7-8-46 BTR	8	040S	060W	4301351702	19315	Indian	Indian	OW	P
7-30-46 DLB	30	040S	060W	4301351703	18997	Fee	Indian	OW	P
3-13D-46 BTR	13	040S	060W	4301351718	18881	Indian	Indian	OW	P
2-13D-46 BTR	13	040S	060W	4301351719	18885	Indian	Indian	OW	P
12-12D-46 BTR	12	040S	060W	4301351720	18867	Indian	Indian	OW	P
10-12D-46 BTR	12	040S	060W	4301351721	18856	Indian	Indian	OW	P
11-11D-47 BTR	11	040S	070W	4301352091	19633	Fee	Fee	OW	P
7-12D-47 BTR	12	040S	070W	4301352094	19600	Indian	Fee	OW	P
5-12D-47 BTR	12	040S	070W	4301352095	19634	Indian	Fee	OW	P
14-33D-35 BTR	33	030S	050W	4301352162	19450	Indian	Fee	OW	P
16-33D-35 BTR	33	030S	050W	4301352163	19451	Indian	Fee	OW	P
14-22-46 DLB	22	040S	060W	4301333660	17604	Indian	Indian	D	PA
13H-31-36 BTR	31	030S	060W	4301350465	18485	Indian	Fee	OW	PA
16X-23D-36 BTR	23	030S	060W	4301350623	18007	Indian	State	OW	PA
8-6-45 BTR	6	040S	050W	4301350900	18561	Indian	Indian	OW	PA
13-13-36 BTR	13	030S	060W	4301350919	18364	Indian	Fee	OW	PA
7-28-46 DLB	28	040S	060W	4301333569	16460	Indian	Indian	OW	S
5-21-36 BTR	21	030S	060W	4301333641	16674	Indian	Fee	GW	S
13-26-36 BTR	26	030S	060W	4301333980	17569	Indian	Fee	OW	S
14-1-46 BTR	1	040S	060W	4301334113	18516	Indian	Indian	OW	S
16-21-36 BTR	21	030S	060W	4301334130	17721	Indian	Fee	OW	S
14-21-36 BTR	21	030S	060W	4301334131	18006	Indian	Fee	OW	S
7-16-36 BTR	16	030S	060W	4301334133	17834	Indian	Fee	OW	S
1-30-36 BTR	30	030S	060W	4301334134	17905	Indian	Fee	OW	S
16-30-36 BTR	30	030S	060W	4301334135	18005	Indian	Fee	OW	S
3-23-36 BTR	23	030S	060W	4301334137	17860	Indian	Fee	OW	S
16-16-36 BTR	16	030S	060W	4301334138	17666	Indian	Fee	OW	S

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

4-26-36 BTR	26	030S	060W	4301334139	17620	Fee	Fee	OW	S
9-11-36 BTR	11	030S	060W	4301334276	17451	Indian	Fee	OW	S
3-36-36 BTR	36	030S	060W	4301350398	17955	Indian	Fee	OW	S
7-10-36 BTR	10	030S	060W	4301350437	18052	Indian	Fee	OW	S
16-12D-46 BTR	12	040S	060W	4301350467	18051	Indian	Indian	OW	S
13H-13-46 BTR	13	040S	060W	4301350468	18208	Indian	Indian	OW	S
13-12-46 BTR	12	040S	060W	4301350469	18233	Indian	Indian	OW	S
14-8D-36 BTR	8	030S	060W	4301350612	18163	Indian	Fee	OW	S
14-7D-36 BTR	7	030S	060W	4301350613	18330	Indian	Fee	OW	S
16-9-36 BTR	9	030S	060W	4301350645	18078	Indian	Fee	OW	S
7-27-37 BTR	27	030S	070W	4301350647	18090	Indian	Fee	OW	S
16-12D-37 BTR	12	030S	070W	4301350785	18446	Indian	Fee	OW	S
14-21D-37 BTR	21	030S	070W	4301350859	18548	Indian	Fee	OW	S
10-18D-36 BTR	18	030S	060W	4301350915	18884	Indian	Fee	OW	S
5-27D-36	27	030S	060W	4301350917	18482	Indian	State	OW	S
10-36D-36 BTR	36	030S	060W	4301351005	18523	Indian	Fee	OW	S
14-6D-45 BTR	6	040S	050W	4301351158	18967	Indian	Indian	OW	S
5H-1-46 BTR UTELAND BUTTE	6	040S	050W	4301351215	18728	Indian	Indian	OW	S
5H-1-46 BTR WASATCH	6	040S	050W	4301351216	18727	Indian	Indian	OW	S
1-25D-36 BTR	25	030S	060W	4301351294	18798	Indian	Fee	OW	S
5-5D-35 BTR	5	030S	050W	4301351605	19055	Indian	Fee	OW	S
16-23-36 BTR	23	030S	060W	4301333971	17182	Indian	Fee	OW	TA
LC TRIBAL 14-23D-47	23	040S	070W	4301334022	18616	Indian	Indian	OW	TA
5-32D-36 BTR	32	030S	060W	4301350756	18328	Indian	Fee	OW	TA



October 20, 2016

Re: Bill Barrett Corporation Transfer to New Operator

Dear Ms. Medina:

Attached please find the change of operation Form 9, Form 5's and Request to Transfer APD form changing the operator from Bill Barrett Corporation to RIG II, LLC, effective 11/1/2016. Badlands Energy – Utah, LLC will be a sub-operator.

New Operator Contact information:

RIG II, LLC
1582 West 2600 South
Woods Cross, Utah 84087-0298
Telephone:(801) 683-4245
Fax:(801) 298-9889

Upon reviewing the attached, please contact myself with any questions at 303-312-8115.

Sincerely,

Bill Barrett Corporation

A handwritten signature in cursive script that reads 'Brady Riley'.

Brady Riley
Permit Analyst

RECEIVED
OCT 21 2016
DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

1. TYPE OF WELL OIL WELL <input checked="" type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER _____		5. LEASE DESIGNATION AND SERIAL NUMBER: (see attached well list)
2. NAME OF OPERATOR: RIG II, LLC <u>N14055</u>		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: N/A
3. ADDRESS OF OPERATOR: 1582 West 2600 South CITY Wood Cross STATE UT ZIP 84087		7. UNIT or CA AGREEMENT NAME:
PHONE NUMBER: (801) 683-4245		8. WELL NAME and NUMBER: (see attached well list)
4. LOCATION OF WELL		9. API NUMBER:
FOOTAGES AT SURFACE: (see attached well list)		10. FIELD AND POOL, OR WILDCAT:
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:		COUNTY:
STATE: UTAH		

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT (Submit In Duplicate) Approximate date work will start: <u>11/1/2016</u>	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion:	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input checked="" type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> OTHER: _____
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

RIG II, LLC IS SUBMITTING THIS SUNDRY AS NOTIFICATION THAT THE WELLS LISTED ON THE ATTACHED LIST HAVE BEEN SOLD TO RIG II, LLC BY BILL BARRETT CORPORATION EFFECTIVE 11/1/2016. PLEASE REFER ALL FUTURE CORRESPONDENCE TO THE ADDRESS BELOW.

RIG II, LLC
1582 West 2600 South
Woods Cross, Utah 84087-0298
801-683-4245
(STATE/FEE BOND # 9219529/ BLM BOND # UTB000712/ BIA BOND # LPM9224670)

BILL BARRETT CORPORATION N21165
Duana Zavala NAME (PLEASE PRINT)
Duana Zavala SIGNATURE
Senior Vice President -
EH&S, Government and Regulatory Affairs

RIG II, LLC
Jesse McSwain NAME (PLEASE PRINT)
Jesse McSwain SIGNATURE
Manager

NAME (PLEASE PRINT) Jesse McSwain TITLE Manager
SIGNATURE Jesse McSwain DATE 10/20/16

(This space for State use only)

APPROVED

NOV 07 2016

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Request to Transfer Application or Permit to Drill

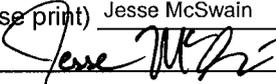
(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

Well name:	(See attached list)
API number:	
Location:	Qtr-Qtr: Section: Township: Range:
Company that filed original application:	Bill Barrett Corporation
Date original permit was issued:	
Company that permit was issued to:	Bill Barrett Corporation

Check one	Desired Action:
<input type="checkbox"/>	Transfer pending (unapproved) Application for Permit to Drill to new operator
	The undersigned as owner with legal rights to drill on the property, hereby verifies that the information as submitted in the pending Application for Permit to Drill, remains valid and does not require revision. The new owner of the application accepts and agrees to the information and procedures as stated in the application.
<input checked="" type="checkbox"/>	Transfer approved Application for Permit to Drill to new operator
	The undersigned as owner with legal rights to drill on the property as permitted, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision.

Following is a checklist of some items related to the application, which should be verified.	Yes	No
If located on private land, has the ownership changed?	✓	
If so, has the surface agreement been updated?		✓
Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location?		✓
Have there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well?		✓
Have there been any changes to the access route including ownership or right-of-way, which could affect the proposed location?		✓
Has the approved source of water for drilling changed?		✓
Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation?		✓
Is bonding still in place, which covers this proposed well? Bond No. <small>9219529-UDOGM / UTB000712-BLM / LPM9224670-BIA</small>	✓	

Any desired or necessary changes to either a pending or approved Application for Permit to Drill that is being transferred, should be filed on a Sundry Notice, Form 9, or amended Application for Permit to Drill, Form 3, as appropriate, with necessary supporting information as required.

Name (please print) Jesse McSwain Title Manager
 Signature  Date 10/20/16
 Representing (company name) RIG II, LLC

The person signing this form must have legal authority to represent the company or individual(s) to be listed as the new operator on the Application for Permit to Drill.

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

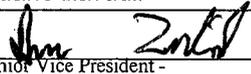
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

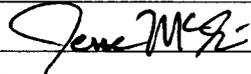
Well Name and Number 6-32-36 BTR SWD	API Number 4301350921
Location of Well Footage : 1628 FNL 1553 FWL County : DUCHENSE QQ, Section, Township, Range: SENW 32 3S 6W State : UTAH	Field or Unit Name CEDAR RIM Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

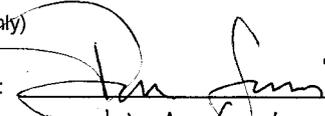
CURRENT OPERATOR

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadil</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Title: <u>EH&S, Government and Regulatory Affairs</u>
Comments:	Date: <u>10/20/16</u>

NEW OPERATOR

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by: 
Title: VIC Geologist

Approval Date: 11/3/16

Comments:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

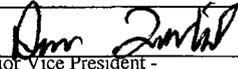
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

Well Name and Number 16-6D-46 BTR SWD	API Number 4301350781
Location of Well Footage : 0200 FSL 0099 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 6 4S 6W State : UTAH	Field or Unit Name ALTAMONT Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

CURRENT OPERATOR

Company: BILL BARRETT CORPORATION	Name: Duane Zavadil
Address: 1099 18th Street Ste 2300	Signature: 
city DENVER state CO zip 80202	Title: Senior Vice President - EH&S, Government and Regulatory Affairs
Phone: (303) 293-9100	Date: 10/20/16
Comments:	

NEW OPERATOR

Company: RIG II, LLC	Name: Jesse McSwain
Address: 1582 West 2600 South	Signature: 
city Wood Cross state UT zip 84087	Title: Manager
Phone: (801) 683-4245	Date: 10/20/16
Comments:	

(This space for State use only)

Transfer approved by: 
Title: VIC

Approval Date: 11/3/16

Comments:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

UIC FORM 5

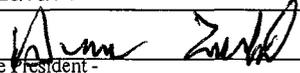
TRANSFER OF AUTHORITY TO INJECT

Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well Footage : 0539 FSL 0704 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 9 3S 6W State : UTAH	Field or Unit Name CEDAR RIM Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

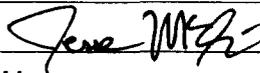
CURRENT OPERATOR

Company: BILL BARRETT CORPORATION
Address: 1099 18th Street Ste 2300
city DENVER state CO zip 80202
Phone: (303) 293-9100
Comments:

Name: Duane Zavadil
Signature: 
Senior Vice President -
Title: EH&S, Government and Regulatory Affairs
Date: 10/20/16

NEW OPERATOR

Company: RIG II, LLC
Address: 1582 West 2600 South
city Wood Cross state UT zip 84087
Phone: (801) 683-4245
Comments:

Name: Jesse McSwain
Signature: 
Title: Manager
Date: 10/20/16

(This space for State use only)

Transfer approved by: _____ Approval Date: _____

Title: _____

Comments:

*This well was approved by USEPA.
EPA approval will be required.*