

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REENTER

5. Lease Serial No.  
BIA-EDA-20G0005608

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

1a. Type of work: <input checked="" type="checkbox"/> DRILL <input type="checkbox"/> REENTER		7. If Unit or CA Agreement, Name and No. N/A
1b. Type of Well: <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/> Single Zone <input checked="" type="checkbox"/> Multiple Zone		8. Lease Name and Well No. # 16-26-36 BTR
2. Name of Operator Bill Barrett Corporation		9. API Well No. Pending 43-013-34132
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 Altamont 55
4. Location of Well (Report location clearly and in accordance with any State requirements.)* At surface 981' FSL x 1245' FEL, Sec. 26, T3S, R6W At proposed prod. zone 981' FSL x 1245' FEL, Sec. 26, T3S, R6W		11. Sec., T. R. M. or Blk. and Survey or Area Sec. 26, T3S, R6W U.S.B.&M. SESE
14. Distance in miles and direction from nearest town or post office* Approximately 8 miles northwest of Duchesne, UT		12. County or Parish Duchesne
15. Distance from proposed* location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 981' FSL		13. State UT
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. 2,500' abandoned oil well	19. Proposed Depth 9,509'	20. BLM/BIA Bond No. on file Nationwide Bond # WYB000040
21. Elevations (Show whether DF, KDB, RT, GL, etc.) 5943' 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.   | 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	Name (Printed/Typed) Reed Haddock	Date 11/07/2008
Title Permit Analyst		
Approved by (Signature)	Name (Printed/Typed) BRADLEY G. HILL	Date 11-24-10
Title Offic 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)

54 0461 X  
44483504  
40.186452  
-110-524711

**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

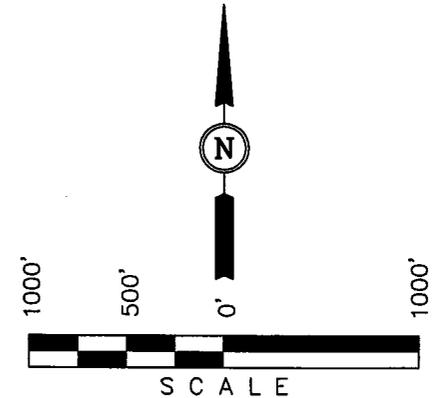
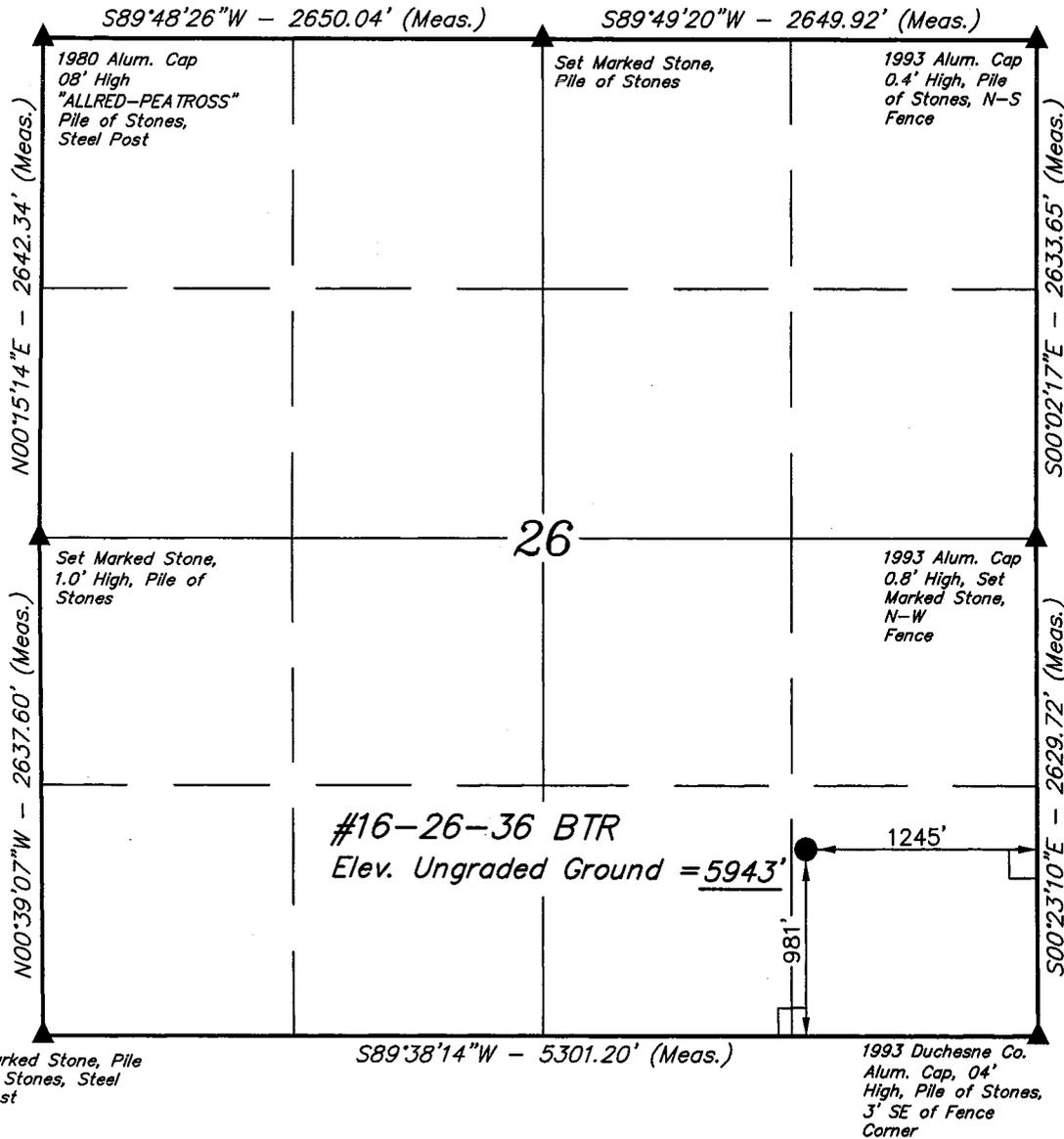
Well location, #16-26-36 BTR, located as shown in the SE 1/4 SE 1/4 of Section 26, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

### 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.

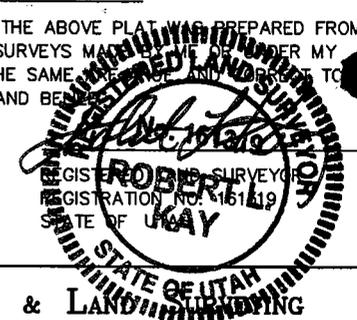
### BASIS OF BEARINGS

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



### 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 CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



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

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

(NAD 83)  
 LATITUDE = 40°11'11.14" (40.186428)  
 LONGITUDE = 110°31'31.52" (110.525422)  
 (NAD 27)  
 LATITUDE = 40°11'11.30" (40.186472)  
 LONGITUDE = 110°31'28.96" (110.524711)

SCALE 1" = 1000'	DATE SURVEYED: 10-03-08	DATE DRAWN: 10-20-08
PARTY D.R.    A.H.    S.L.	REFERENCES G.L.O. PLAT	
WEATHER COOL	FILE BILL BARRETT CORPORATION	



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

# 16-26-36 BTR  
Utah Division of Wildlife Resource Surface/Tribal Minerals  
SESE, Section 26-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

Enclosures

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

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

Bill Barrett Corporation  
Drilling Program  
# 16-26-36 BTR  
Duchesne County, Utah

**HAZARDOUS MATERIAL DECLARATION**

WELL NO. # 16-26-36 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  
 # 16-26-36 BTR  
 SHL: SE/4 SE/4, 981' FSL & 1245' FEL, Section 26-T3S-R6W  
 BHL: SE/4 SE/4, 981' FSL & 1245' FEL, Section 26-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	3,197'
Douglas Creek	6,103'
Black Shale	6,944'
Castle Peak	7,100'
Wasatch	7,730' *
TD	9,509'

\*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 ½"	surface	3,000'	9 5/8"	36#	J or K 55	ST&C	New
8 ¾"	surface	TD	5 ½"	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 <sup>3</sup> /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 <sup>3</sup> /sx).
5 ½" Production Casing	Approximately 330 sx Halliburton Hi-Fill Modified cement with additives mixed at 10.7 ppg (yield = 2.92 ft <sup>3</sup> /sx). Approximately 280 sx Halliburton Tuned Light RS-1 cement with additives mixed at 11.5 ppg (yield = 3.21 ft <sup>3</sup> /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 4549 psi\* and maximum anticipated surface pressure equals approximately 2457 psi\*\* (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

Bill Barrett Corporation  
Drilling Program  
# 16-26-36 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

**16-26-36 BTR Proposed Cementing Program**

<u>Job Recommendation</u>	<u>Surface Casing</u>
<b>Lead Cement - (2500' - 0')</b>	
Halliburton Light Premium	Fluid Weight: 12.7 lbm/gal
1.0% Calcium Chloride	Slurry Yield: 1.82 ft <sup>3</sup> /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
	<b>Proposed Sacks: 770 sks</b>
<b>Tail Cement - (TD - 2500')</b>	
Premium Cement	Fluid Weight: 15.8 lbm/gal
2.0% Calcium Chloride	Slurry Yield: 1.20 ft <sup>3</sup> /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
	<b>Proposed Sacks: 230 sks</b>

<u>Job Recommendation</u>	<u>Production Casing</u>
<b>Lead Cement - (6444' - 3000')</b>	
Halliburton Hi-Fill Modified	Fluid Weight: 10.7 lbm/gal
0.2% HR-5	Slurry Yield: 2.92 ft <sup>3</sup> /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: 3,444'
	Volume: 170.42 bbl
	<b>Proposed Sacks: 330 sks</b>
<b>Tail Cement - (9509' - 6444')</b>	
Halliburton Tuned Light RS-1	Fluid Weight: 11.5 lbm/gal
0.2% Super CBL	Slurry Yield: 3.21 ft <sup>3</sup> /sk
0.2% HR-5	Total Mixing Fluid: 18.56 Gal/sk
	Top of Fluid: 6,444'
	Calculated Fill: 3,065'
	Volume: 151.68 bbl
	<b>Proposed Sacks: 280 sks</b>

Well name:	<b>BTR General</b>
Operator:	<b>Bill Barrett Corporation</b>
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:

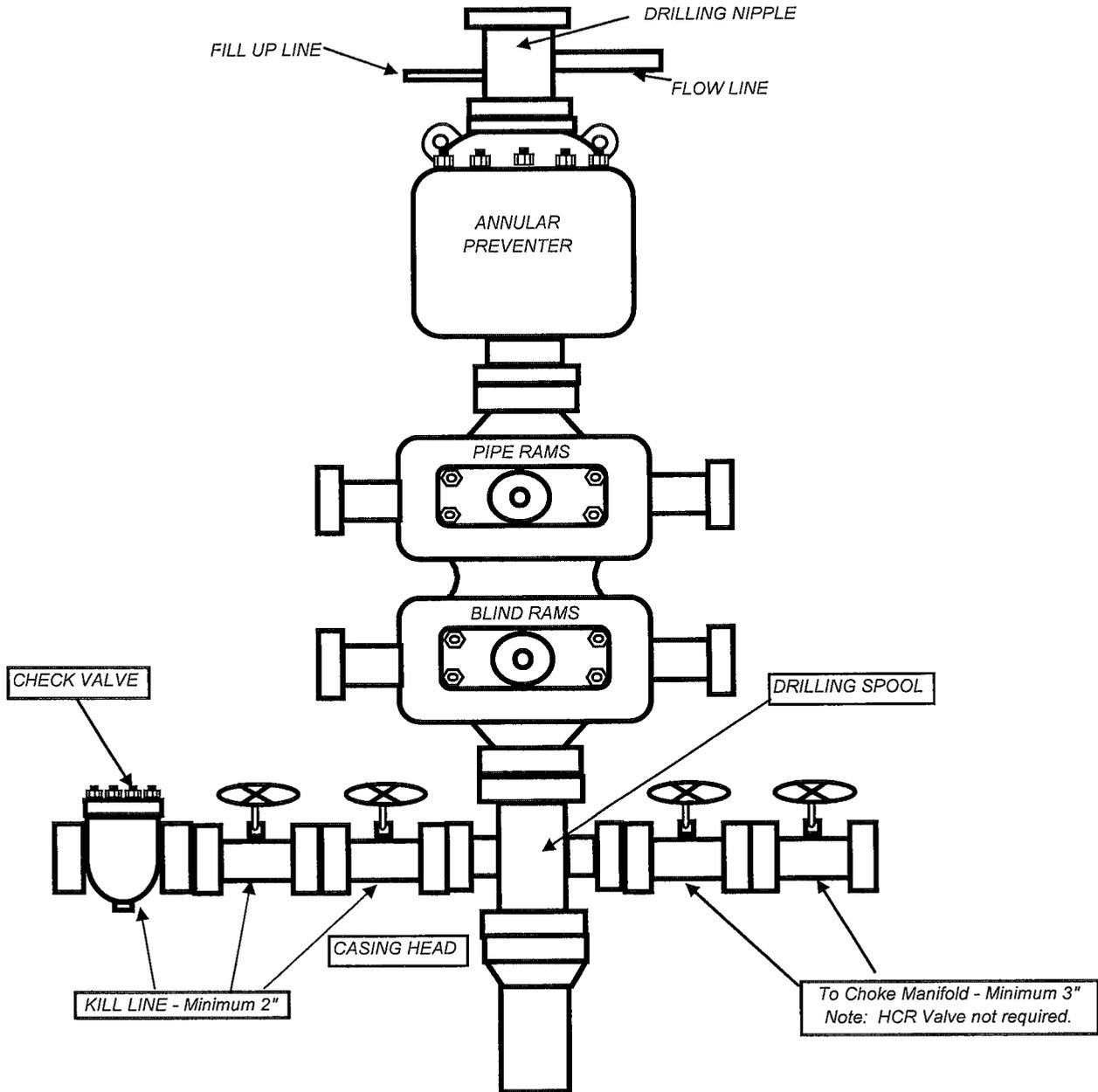
Collapse is based on a vertical depth of 9500 ft, a mud weight of 10.6 ppg. The casing is considered to be evacuated for collapse purposes. Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

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





**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 – None.

Abandoned wells – SW/4, Section 25, T3S, R6W  
NE/4, Section 26, T3S, R6W

Disposal wells – None.

Drilling wells – None.

Producing wells – NW/4, Section 25, T3S, R6W  
NW/4, Section 35, T3S, R6W  
SW/4, Section 36, T3S, R6W

Proposed Location – None.

**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 reseeded, 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-DOGM 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 # 16-26-36 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 18<sup>th</sup> 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  
#16-26-36 BTR  
SECTION 26, 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 0.3 MILES TO THE BEGINNING OF THE PROPOSED ACCESS TO THE WEST; FOLLOW ROAD FLAGS IN A WESTERLY, THEN NORTHWESTERLY, THEN NORTHEASTERLY DIRECTION APPROXIMATELY 0.5 MILES TO THE PROPOSED WELL LOCATION.

TOTAL DISTANCE FROM DUCHESNE, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 8.0 MILES.

# BILL BARRETT CORPORATION

#16-26-36 BTR

LOCATED IN DUCHESNE COUNTY, UTAH  
SECTION 26, T3S, R6W, U.S.B.&M.



PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKE

CAMERA ANGLE: SOUTHEASTERLY



PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS

CAMERA ANGLE: WESTERLY



- Since 1964 -

Uintah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAX (435) 789-1813

TOPOGRAPHIC MAP  
10 10 08  
MONTH DAY YEAR  
TAKEN BY: D.R. DRAWN BY: Z.L. REVISED: 00-00-00

PHOTO



**BILL BARRETT CORPORATION**

**TYPICAL CROSS SECTIONS FOR**

**#16-26-36 BTR**

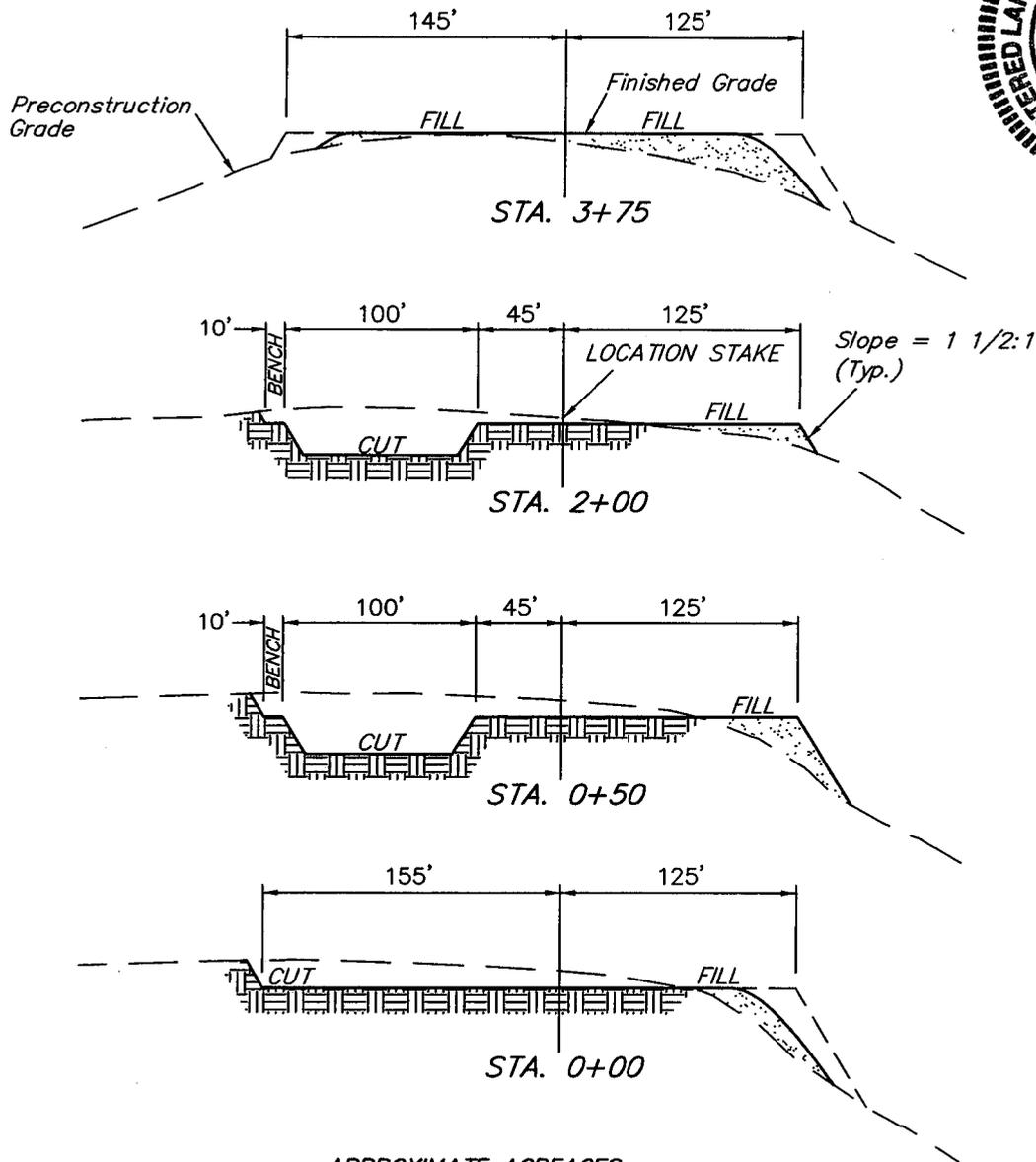
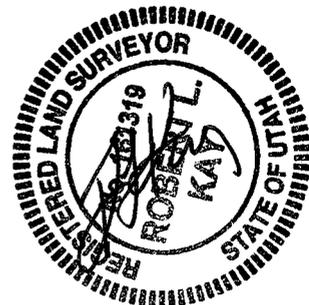
**SECTION 26, T3S, R6W, U.S.B.&M.**

**981' FSL 1245' FEL**

**FIGURE #2**

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

DATE: 10-20-08  
DRAWN BY: S.L.



**APPROXIMATE ACREAGES**

WELL SITE DISTURBANCE = ±3.122 ACRES

ACCESS ROAD DISTURBANCE = ±1.830 ACRES

PIPELINE DISTURBANCE = ±1.776 ACRES

**TOTAL = ±6.728 ACRES**

**NOTE:**

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

**\* NOTE:**

FILL QUANTITY INCLUDES 5% FOR COMPACTION

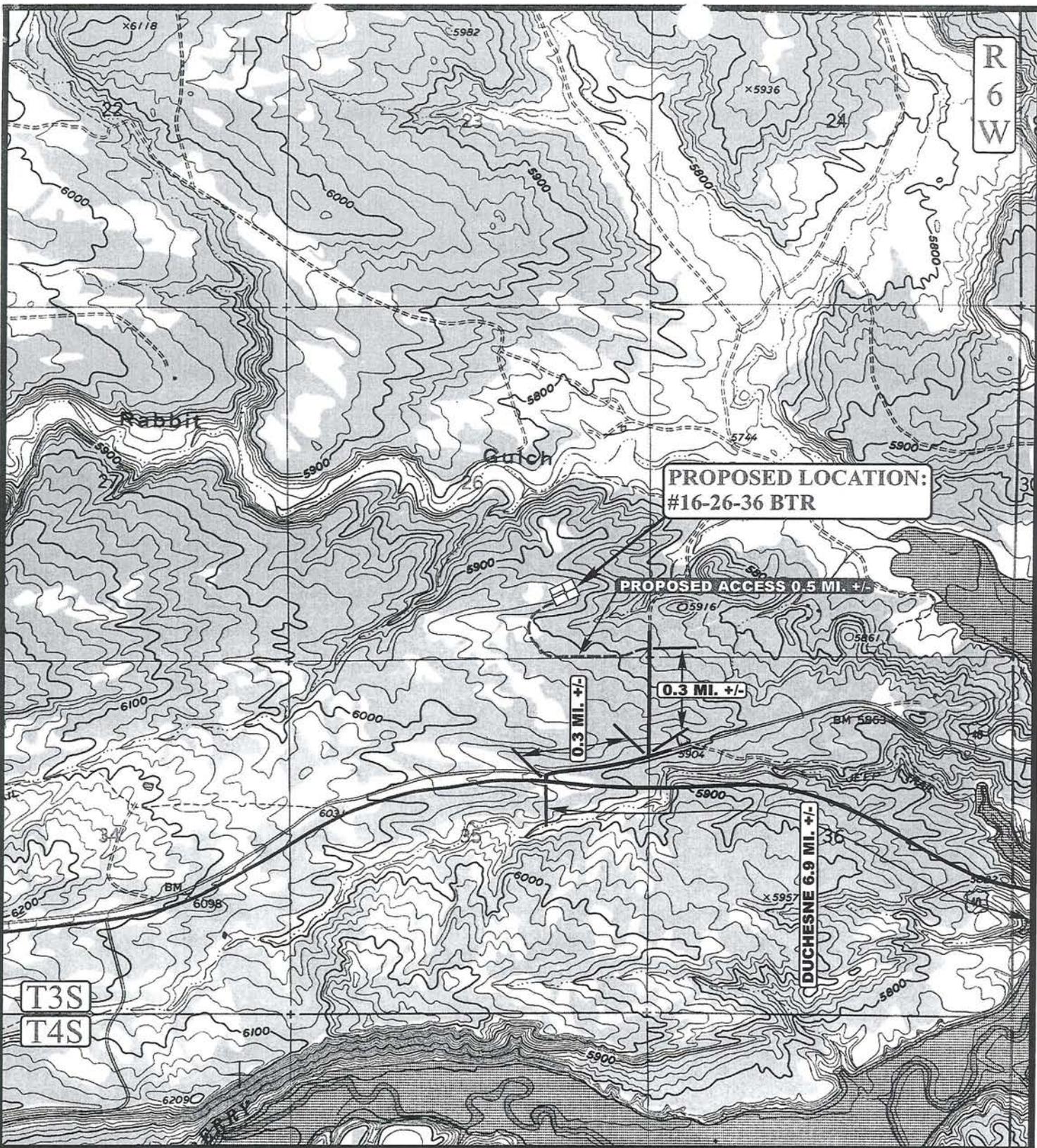
**APPROXIMATE YARDAGES**

<b>CUT</b>	
(6") Topsoil Stripping	= 2,220 Cu. Yds.
Remaining Location	= 10,310 Cu. Yds.
<b>TOTAL CUT</b>	<b>= 12,530 CU. YDS.</b>
<b>FILL</b>	<b>= 7,850 CU. YDS.</b>

EXCESS MATERIAL	= 4,680 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.)	= 4,680 Cu. Yds.
EXCESS UNBALANCE (After Interim Rehabilitation)	= 0 Cu. Yds.

**UINTAH ENGINEERING & LAND SURVEYING**  
85 So. 200 East \* Vernal, Utah 84078 \* (435) 789-1017





**LEGEND:**

-  EXISTING ROAD
-  PROPOSED ACCESS ROAD

**BILL BARRETT CORPORATION**

#16-26-36 BTR  
 SECTION 26, T3S, R6W, U.S.B.&M.  
 981' FSL 1245' FEL

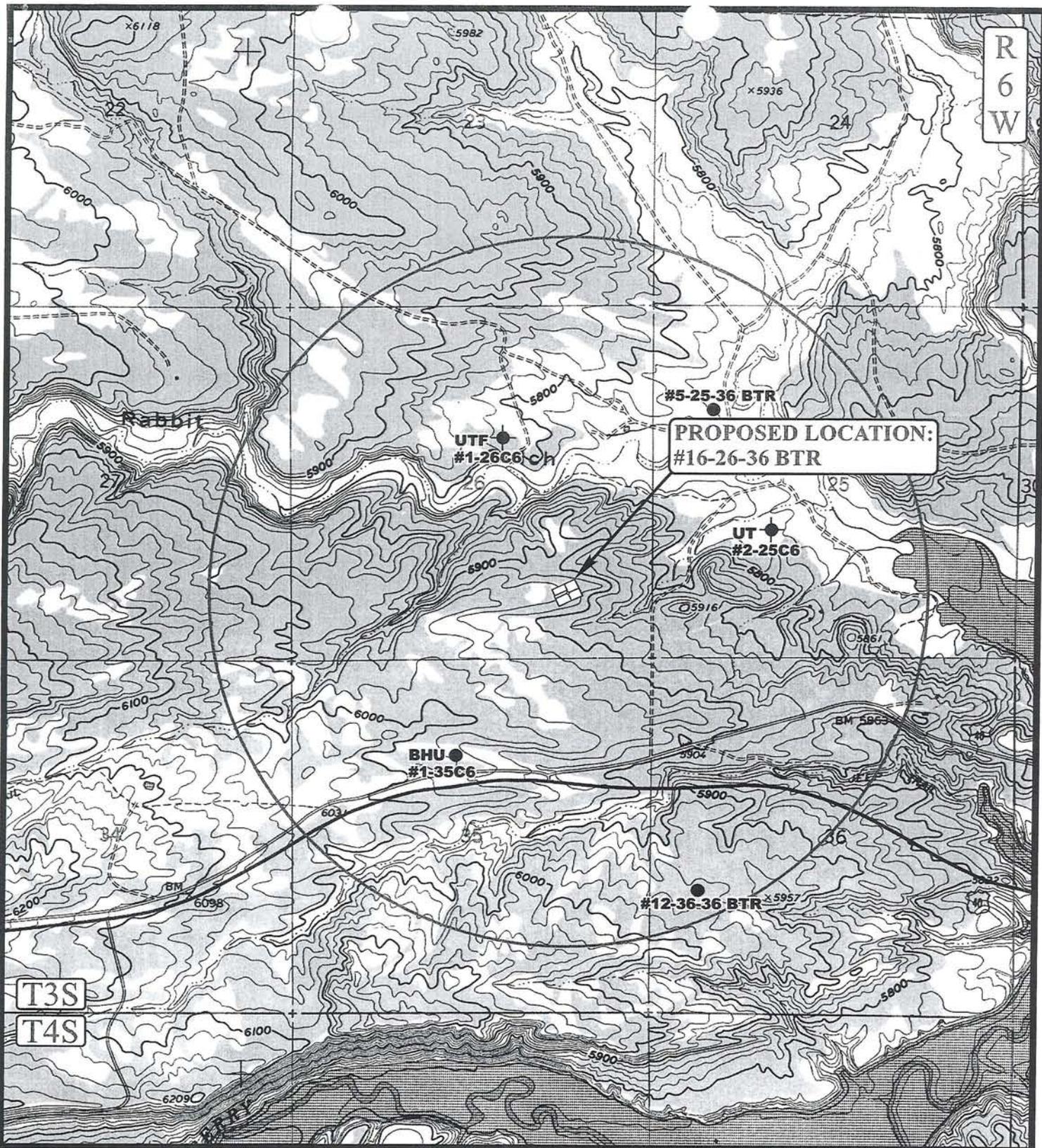


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TOPOGRAPHIC	10	10	08
MAP	MONTH	DAY	YEAR
SCALE: 1" = 2000'	DRAWN BY: Z.L.		REVISED: 00-00-00





R  
6  
W

**PROPOSED LOCATION:  
#16-26-36 BTR**

**LEGEND:**

- ∅ DISPOSAL WELLS
- PRODUCING WELLS
- SHUT IN WELLS
- ⊕ WATER WELLS
- ABANDONED WELLS
- TEMPORARILY ABANDONED

**BILL BARRETT CORPORATION**

#16-26-36 BTR  
SECTION 26, T3S, R6W, U.S.B.&M.  
981' FSL 1245' FEL

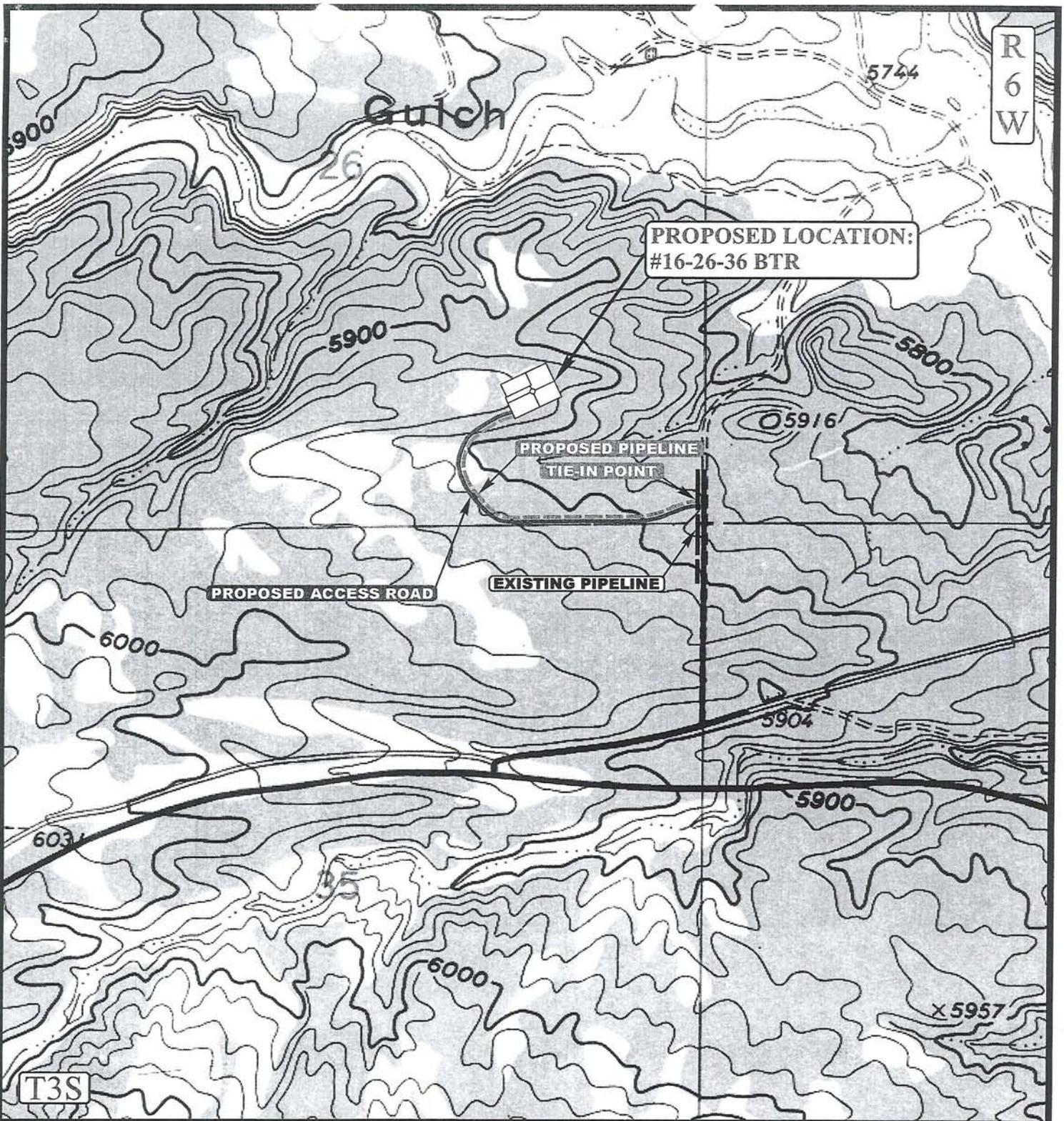


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TOPOGRAPHIC MAP  
10 10 08  
MONTH DAY YEAR  
SCALE: 1" = 2000' DRAWN BY: Z.L. REVISED: 00-00-00





APPROXIMATE TOTAL PIPELINE DISTANCE = 2,557' +/-

**LEGEND:**

- EXISTING PIPELINE
- PROPOSED PIPELINE
- PROPOSED ACCESS

**BILL BARRETT CORPORATION**

#16-26-36 BTR  
 SECTION 26, T3S, R6W, U.S.B.&M.  
 981' FSL 1245' FEL

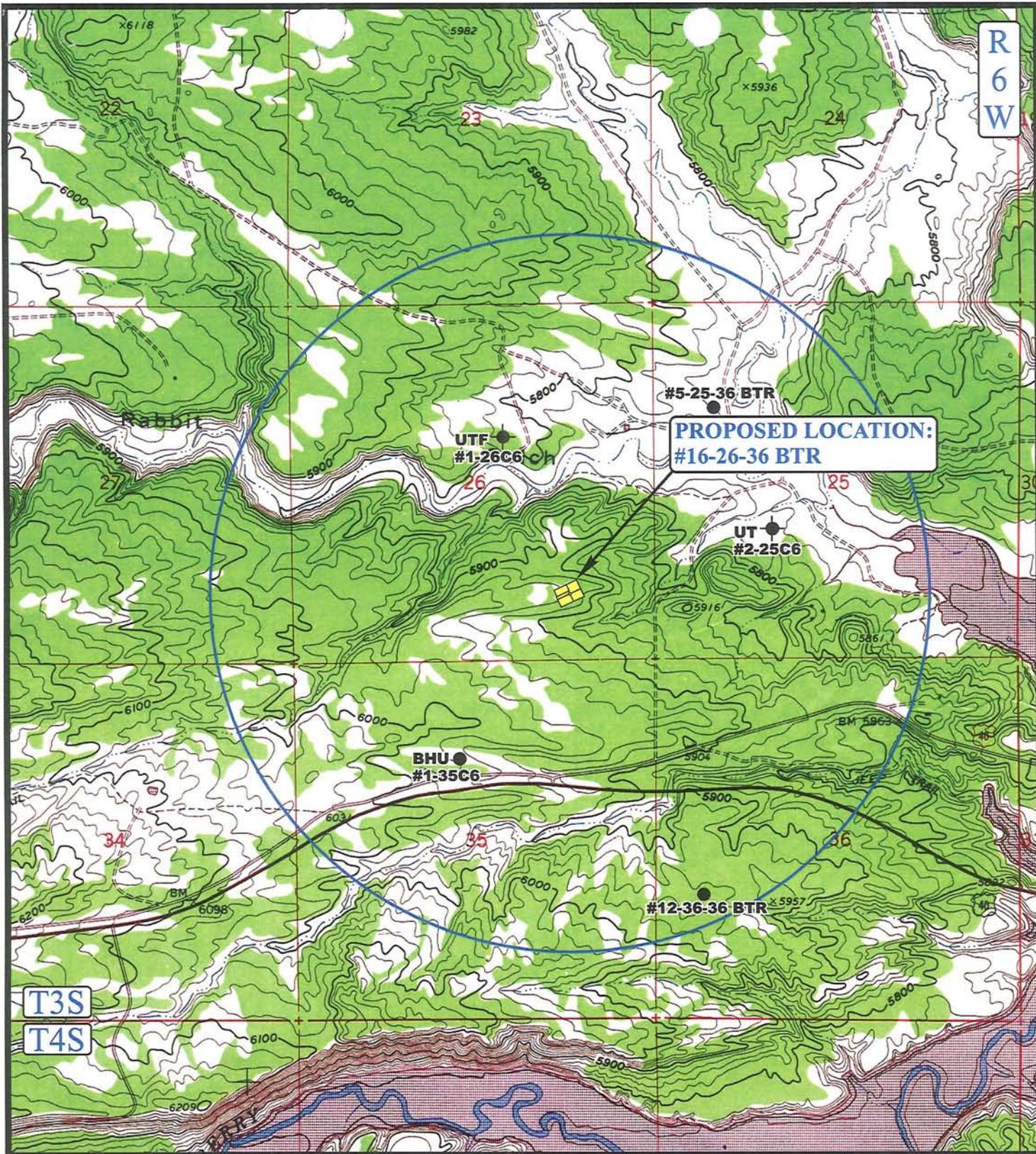


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TOPOGRAPHIC 10 10 08  
 MAP MONTH DAY YEAR  
 SCALE: 1" = 1000' DRAWN BY: Z.L. REVISED: 00-00-00







**PROPOSED LOCATION:  
#16-26-36 BTR**

**LEGEND:**

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



**BILL BARRETT CORPORATION**

#16-26-36 BTR  
SECTION 26, T3S, R6W, U.S.B.&M.  
981' FSL 1245' FEL



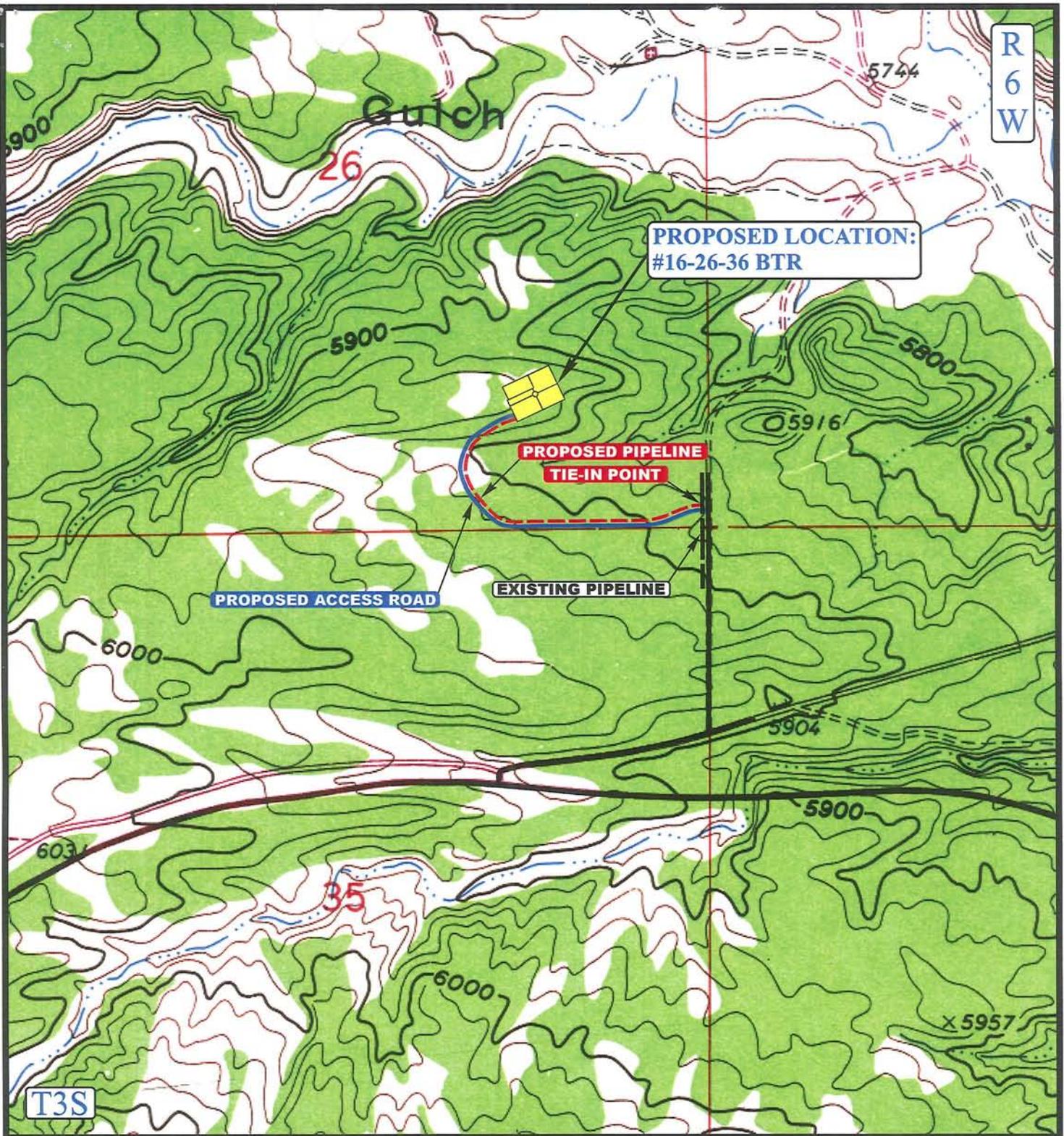
Uintah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAX (435) 789-1813

**TOPOGRAPHIC  
MAP**

**10 10 08**  
MONTH DAY YEAR

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





**APPROXIMATE TOTAL PIPELINE DISTANCE = 2,557' +/-**

**LEGEND:**

-  EXISTING PIPELINE
-  PROPOSED PIPELINE
-  PROPOSED ACCESS

**BILL BARRETT CORPORATION**

#16-26-36 BTR  
SECTION 26, T3S, R6W, U.S.B.&M.  
981' FSL 1245' FEL



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**TOPOGRAPHIC  
MAP**

**10 10 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: 43-013-34132

WELL NAME: 16-26-36 BTR  
 OPERATOR: BILL BARRETT CORP ( N2165 )  
 CONTACT: REED HADDOCK

PHONE NUMBER: 303-312-8546

PROPOSED LOCATION:

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

SESE 26 030S 060W  
 SURFACE: 0981 FSL 1245 FEL  
 BOTTOM: 0981 FSL 1245 FEL  
 COUNTY: DUCHESNE  
 LATITUDE: 40.18645 LONGITUDE: -110.5247  
 UTM SURF EASTINGS: 540461 NORTHINGS: 4448350  
 FIELD NAME: ALTAMONT ( 55 )

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: 137-77  
Eff Date: 6-18-2007  
Siting: 1620' fr Wbdry E 1320' fr other wells
- R649-3-11. Directional Drill

COMMENTS: Needs Permit (11-26-08)

STIPULATIONS: 1- Federal Approval  
2- STATEMENT OF BASIS

API Number: 4301334132

Well Name: 16-26-36 BTR

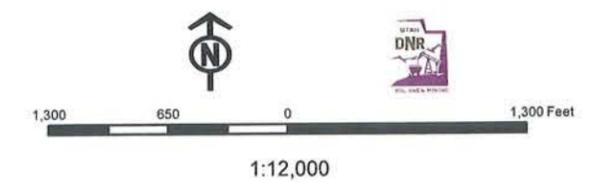
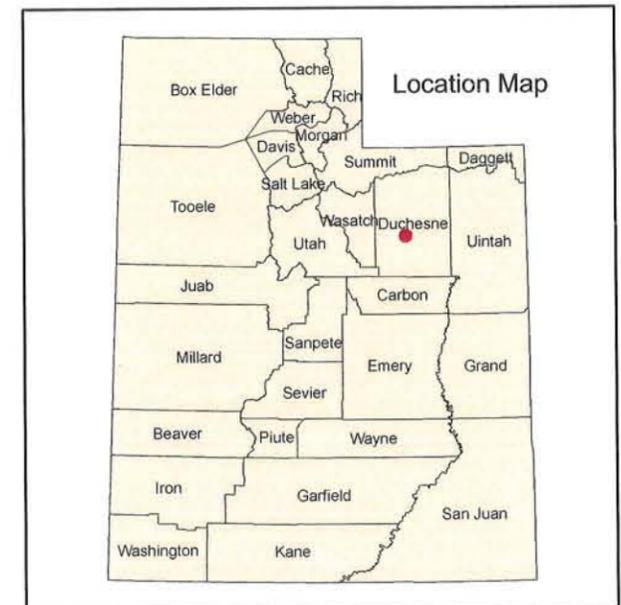
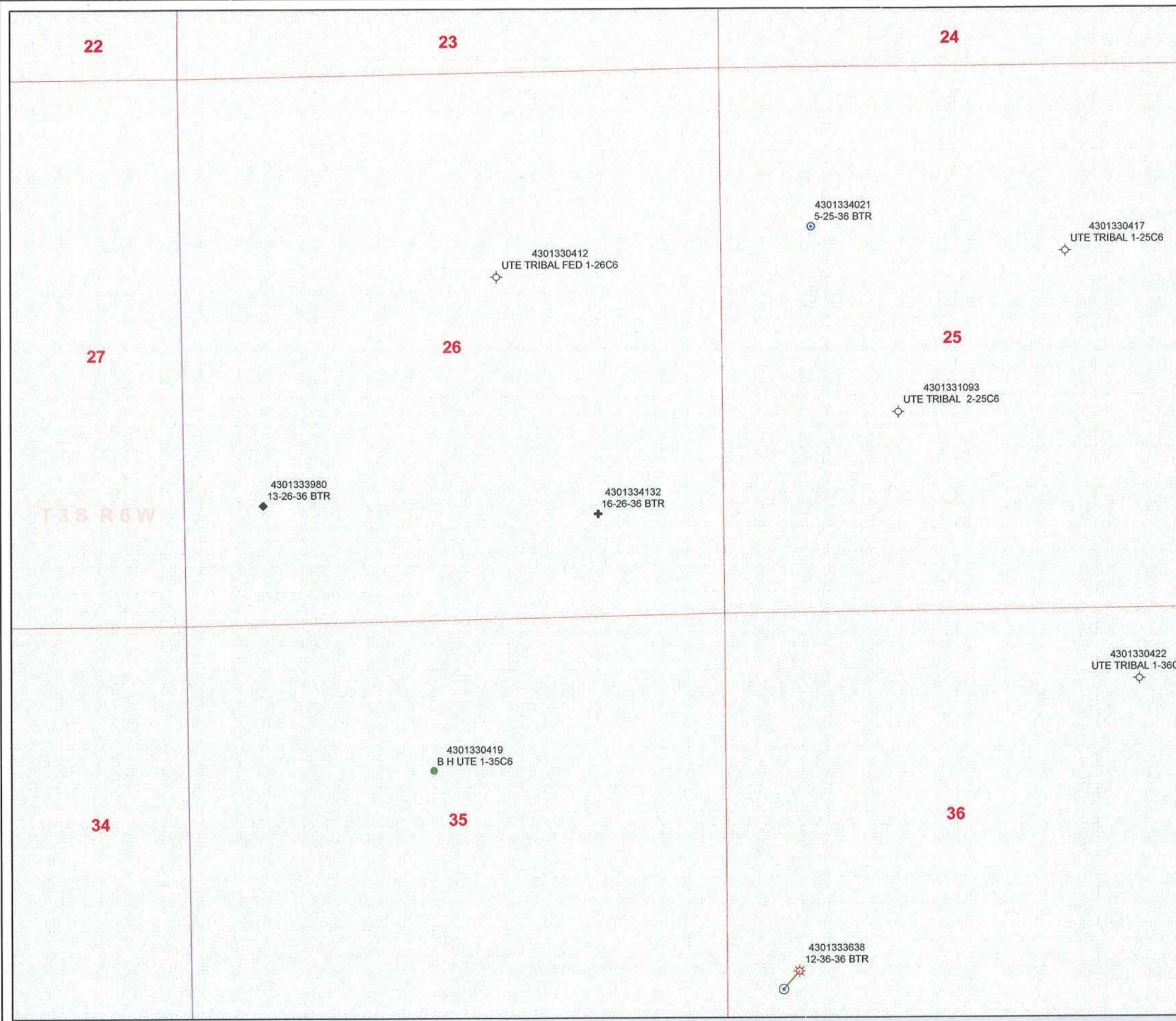
Township 03.0 S Range 06.0 W Section 26

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
STATUS	RET
ACTIVE	SGW
COMBINED	SOW
Sections	TA
Township	TW
	WD
	WI
	WS



# Application for Permit to Drill

## Statement of Basis

12/23/2008

Utah Division of Oil, Gas and Mining

Page 1

<b>APD No</b>	<b>API WellNo</b>	<b>Status</b>	<b>Well Type</b>	<b>Surf Ownr</b>	<b>CBM</b>
1191	43-013-34132-00-00		OW	P	No
<b>Operator</b>	<b>Surface Owner-APD</b>				
<b>Well Name</b>	<b>Unit</b>				
<b>Field</b>	<b>Type of Work</b>				
<b>Location</b>	SESE 26 3S 6W U 981 FSL 1245 FEL GPS Coord (UTM) 540461E 4448350N				

### 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  
APD Evaluator

12/23/2008  
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 double 20 mil liner and felt subliner would be required due to the permeability of the soil, and the close proximity of Starvation Reservoir. 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 stipulate that no construction of drilling activities will take place from December 1 to April 15. Mr. Rainbolt also requested that production equipment and tanks are 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  
Onsite Evaluator

11/26/2008  
Date / Time

### Conditions of Approval / Application for Permit to Drill

Category	Condition
Pits	A double synthetic liner each with a minimum thickness of 20 mils and an appropriate thickness of felt sub-liner to cushion the liners shall be properly installed and maintained in the reserve pit.
Surface	The reserve pit shall be fenced upon completion of drilling operations.
Surface	The well site shall be bermed to prevent fluids from leaving the pad.

# ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

**Operator** BILL BARRETT CORP  
**Well Name** 16-26-36 BTR  
**API Number** 43-013-34132-0 **APD No** 1191 **Field/Unit** ALTAMONT  
**Location:** 1/4,1/4 SESE **Sec** 26 **Tw** 3S **Rng** 6W 981 FSL 1245 FEL  
**GPS Coord (UTM)** 540463 4448352 **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 toward the eastern end of a ridge which slopes toward the east and Starvation Reservoir. This ridge drops off gradually to the south and more steeply on the north to Rabbit Gulch. 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**

Wildlife Habitat  
Deer Winter Range

### **New Road**

<b>Miles</b>	<b>Well Pad</b>		<b>Src Const Material</b>	<b>Surface Formation</b>
0.5	<b>Width</b> 270	<b>Length</b> 375	Onsite	

**Ancillary Facilities** N

## Waste Management Plan Adequate? Y

## Environmental Parameters

**Affected Floodplains and/or Wetland** N

### **Flora / Fauna**

Flora: grasses, pinyon juniper, sagebrush, rabbit brush, 4-wing, salt brush  
Fauna: Deer, elk, coyote, bobcat, black bear, cougar, raptors, rabbit

### **Soil Type and Characteristics**

Sandy Clay soil, with scattered rock fragments on top

**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**

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

**Final Score** 25 1 **Sensitivity Level**

**Characteristics / Requirements**

Reserve pit is 100' by 200' by 8' deep. A double 20 mil liner over a felt sub-liner will be used.

**Closed Loop Mud Required?** N

**Liner Required?** Y

**Liner Thickness** 20

**Pit Underlayment Required?** Y

**Other Observations / Comments**

Double 20 mil liner required

Richard Powell  
**Evaluator**

11/26/2008  
**Date / Time**

EASEMENT LEASE AGREEMENT 70 1430  
 BILL BARRETT CORPORATION  
 PIPELINE AND ACCESS ROAD REROUTE TO SERVE WELLSITE  
 #16-26-36 BTR  
 TABBY MOUNTAIN WILDLIFE MANAGEMENT AREA

UDWR Easement Lease No. DUC-0910EA-097

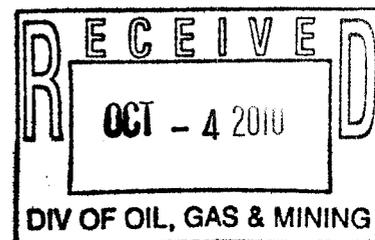
THIS NON-EXCLUSIVE EASEMENT LEASE AGREEMENT (“**Agreement**”) is made by and between the **Utah Division of Wildlife Resources** whose address is 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301 (hereafter “**Surface Owner**”) and **Bill Barrett Corporation**, whose address is 1099 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	Legal Description of Wellsite #16-26-36 BTR
B	Legal Description of #16-26-36 BTR Pipeline and Access Road Corridor
C	Depiction of #16-26-36 BTR Wellsite, Pipeline and Access Road Corridors
D	Surface use Plan for Bill Barrett Corporation’s 2009-1010 Rabbit Gulch Area of Tabby Mountain WMU
E	Reclamation Bond Number LPM8986643 Fidelity and Deposit Company of Maryland
F	Cooperative Mitigation Agreement

**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 one wellsite (“**Wellsite**” or “**Damage Area**”) and pipeline and access road associated with that wellsite. The legal descriptions of the road and pipeline centerline, and of the wellsite, whichever the case may be, of the portions of the WMA to which Lessee is hereby granted an Easement are set forth in Exhibits A and B, said property hereafter referred to as “**Burdened Property**” and approximately depicted in Exhibit C. Lessee shall have a 50-foot wide easement, 25 feet on either side of the pipeline centerlines described respectively in Exhibit B during the construction of the pipelines, thereafter to be reduced to a 30-foot width, 15 feet on either side of the respective centerlines. Access roads shall be of a width of 30 feet, 15 feet on either side of the respective centerlines described in Exhibit B.
- 1.2 Right of Third Parties.** This Easement is subject to all valid interests of third parties. Surface Owner claims title in fee simple, but does not warrant to BBC the validity of title 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 drillpads, pipelines and access road, 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 corridor as described in Exhibit B.

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 Damage 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 F. 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 scheduled for dates outside Seasonal Closure.

(b) BBC shall have the right to enter the Burdened Property at any time for emergency activities to prevent environmental damage. BBC shall notify Surface Owner of such emergency activities in accordance with Section 5 of this Agreement.

(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 inclemental 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 existing 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 **Ten Thousand, Six-Hundred and Fifty Two-and Twenty Seven One-Hundredths Dollars (\$10,652.27)** (\$9,695.52 in Right-of-Way fees, plus \$956.75 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,
- (a) "affiliate" means any entity under common control with BBC, or under control of BBC. Control for purposes of this Agreement means 80% or more of the voting interests of the entity being held by the controlling entity.
- (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 D; 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 Burdened Property and any improvements thereon. Any damage to natural resources which are excessive or unnecessary shall be paid to Surface Owner at a price or cost determined by bids or estimates of the cost of repair. All work performed by BBC shall be completed in a careful and workman-like manner to Surface Owner's satisfaction, free of any claims or liens. Upon completion of any work performed by BBC, BBC shall remove all debris and restore the Burdened Property, as nearly as practicable, to 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 Lessee 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 erosion and damage to soil. BBC will not remove any timber or other valuable materials, including, but not limited to, those materials identified or sold as valuable materials, from the Burdened Property until BBC has received the appropriate permits or other written approval from Surface Owner to remove such

valuable materials and has made provisions to compensate Surface Owner for the value of the valuable materials.

- 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

BBC shall exercise its rights under this Agreement so as not to unreasonably interfere with Surface Owner's use of the Burdened Property or with the public's ability to use Surface Owner's lands for purposes of lawful recreation, except during periods of construction of BBC's facilities. Any improvements and trade fixtures constructed by BBC on the Burdened Property shall be placed and constructed so as to allow reasonably unobstructed movement over and across the Burdened Property.

## 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 ALLOCATIONS

- 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 discoverable or ascertainable), as required for BBC to effectively meet its obligations to comply with all applicable laws regarding such Hazardous Substances.

#### 9.4 Notification and Reporting.

(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: or
- (c) A breach of the obligations of Subsection 9.3, above, by BBC, its contractors, agents, employees, guests, invitees, or affiliates.

**9.6 Cleanup.** If a release of Hazardous Substances occurs in, on, under, or above the Burdened Property or other Surface Owner-owned property arising out of any action, inaction, or event described or referred to in Subsection 9.5 above, BBC shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous 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, any other property subject to use by BBC in conjunction with its use of the Burdened Property, or any natural resources. 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.

(b) Prior to undertaking the Closeout Assessment, BBC shall submit a proposed plan in writing for Surface Owner's approval. The plan shall be provided to Surface Owner within thirty (30) days of Surface Owner's notice requiring the Closeout Assessment. If Surface Owner fails to respond in writing, either approving or disapproving of the proposed plan, within thirty (30) days of its receipt, the proposed plan shall be deemed 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.**

(a) BBC shall submit to Surface Owner a summary report of BBC's use of the Easement within thirty (30) days of the first anniversary of this Agreement, and an annual report thereafter, along with a fee of One Hundred Dollars (\$100) for Surface Owner's administration of this Easement; Surface Owner reserves the right to recoup from BBC additional reasonable administrative costs if Surface Owner's costs are significantly in excess of One Hundred Dollars (\$100).

(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 additional measures that may be required to restrict such unauthorized motorized travel on the Burdened Property.
- 12.5 Failure to Reclaim.** Surface Owner shall have the right, subject to at least sixty (60) days prior notice and a right to cure, to use funds from BBC's surety bond to complete reclamation or restoration if BBC fails to do so.

## 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

BBC agrees to protect, indemnify, save and hold harmless Surface Owner, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of BBC under this Agreement, except where such injury, death, or damage has resulted from the sole 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, Lessee 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 Sixty Eight Thousand Dollars (\$68,000), 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 Lessee, to be placed on or in the Burdened Property, which shall secure Lessee'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 Surface Owner 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 or 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 LPM8986643 (see Exhibit E).

**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, its successors and assigns, shall be liable for the costs over and above the bonded amount.

#### **SECTION 16 TAXES AND ASSESSMENTS**

BBC shall promptly pay all taxes, assessments and other governmental charges of any kind whatsoever levied as a result of this Easement or relating to BBC's improvements and trade fixtures constructed pursuant to this Easement.

#### **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 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, 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 critical paleontological resources in or upon the Burdened Property or adjacent lands belonging to Surface Owner are and shall remain the property of Surface Owner. BBC agrees that all costs associated with archeological and paleontological investigations on the Burdened Property that may be required by Surface Owner will be borne by BBC. BBC further agrees to cease all activity on the subject lands and immediately notify Surface Owner if any discovery of human remains or a "site" or "specimen," as defined in 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 the 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.

#### **SECTION 24 RECORDATION**

BBC shall record this Agreement or a memorandum documenting the existence and legal description of this Agreement in the counties in which the Burdened Property is located, at BBC's sole expense. The memorandum shall, at a minimum, contain the Burdened Property description, the names of the parties to the Agreement, Surface Owner's 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 Easement 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**

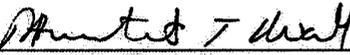
REG. DIR. DIRECTOR

By:   
James Karpowitz  
Director of Wildlife Resources

Date: 9/21/10

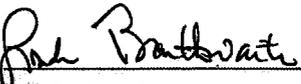
**LESSEE**

**BILL BARRETT CORPORATION**

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

Date: \_\_\_\_\_

**Funding Approvals:  
Division of Wildlife Resources Fiscal  
Management**

By:  9/20/10  
Linda Braithwaite  
Budget Officer

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

Alan  
Clark

Acting

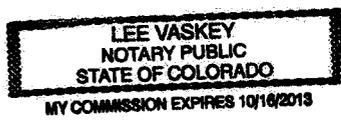
On this 21 day of Sept, 2010 personally appeared before me James Karpowitz, who being first duly sworn said that he is the Director of the Division of Wildlife Resources for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resource Code of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



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 2<sup>nd</sup> day of September, 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]  
Notary Public for the State of Colorado  
Residing at Denver, CO  
My commission expires \_\_\_\_\_

**Exhibit A**  
Legal Description Wellsite Damage Area  
BBC #16-26-36

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*(For #16-26-36 BTR)*  
LOCATED IN  
SECTION 26, T3S, R6W, U.S.B.&M.  
DUCHESNE COUNTY, UTAH

BEGINNING AT A POINT IN THE SW 1/4 SE 1/4 OF SECTION 26, T3S, R6W, U.S.B.&M. WHICH BEARS N60°18'23"W 1640.70' FROM THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE N25°01'30"W 241.54'; THENCE N64°58'30"E 425.00'; THENCE S25°01'30"E 320.00'; THENCE S64°58'30"W 425.00'; THENCE N25°01'30"W 78.46' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

**Exhibit B**  
 Legal Description of Pipeline  
 and Access Road Corridor

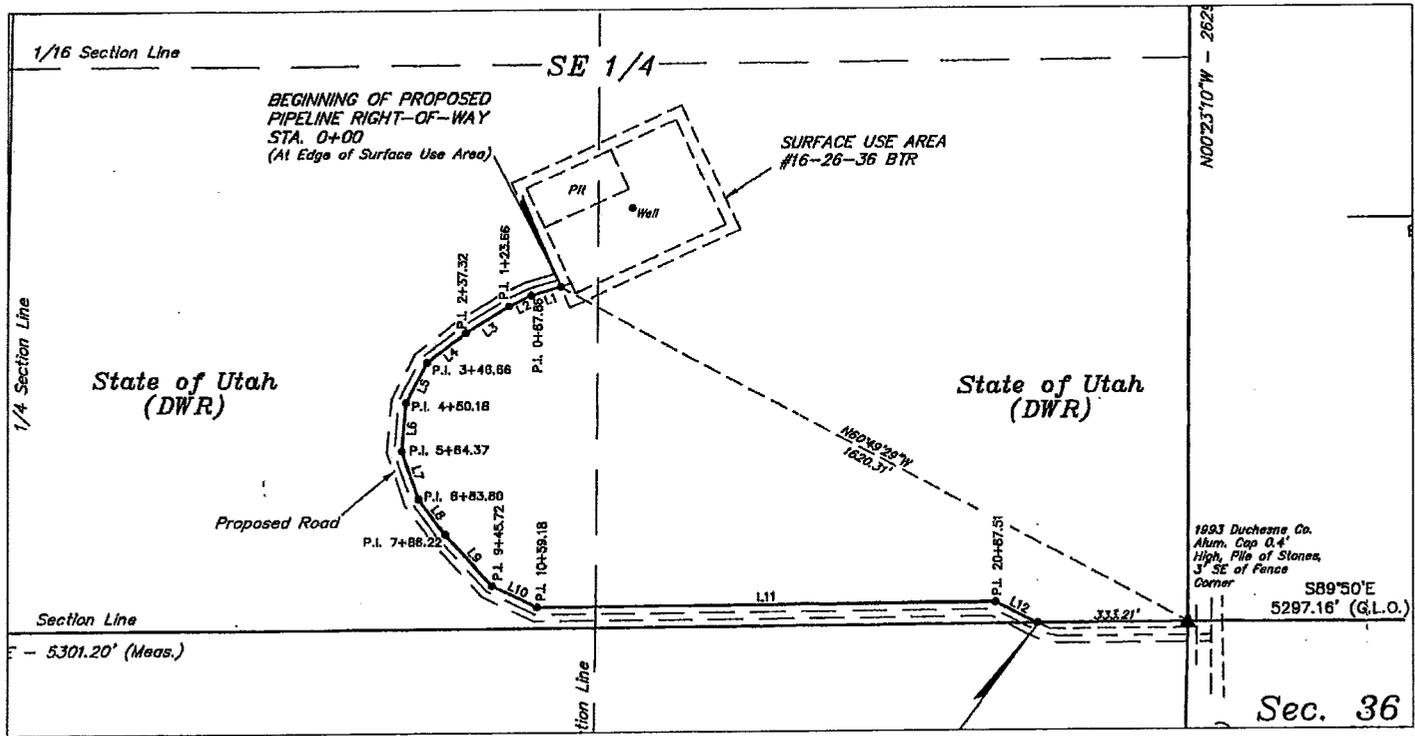
**PIPELINE RIGHT-OF-WAY DESCRIPTION  
 ON STATE OF UTAH (DWR) LANDS**

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

BEGINNING AT A POINT IN THE SW 1/4 SE 1/4 OF SECTION 26, T3S, R6W, U.S.B.&M. WHICH BEARS N60°49'29"W 1620.31' FROM THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE S72°45'08"W 67.86'; THENCE S63°35'00"W 55.80'; THENCE S56°51'16"W 113.66'; THENCE S50°42'23"W 109.34'; THENCE S26°08'27"W 103.52'; THENCE S03°57'42"W 114.19'; THENCE S19°10'50"E 119.43'; THENCE S36°01'38"E 102.42'; THENCE S41°11'04"E 159.50'; THENCE S63°43'49"E 113.46'; THENCE N89°38'09"E 1028.33'; THENCE S62°31'11"E 107.15' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 26 WHICH BEARS S89°38'14"W 333.21' FROM THE SOUTHEAST 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 1.511 ACRES MORE OR LESS.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S72°45'08"W	67.86'
L2	S63°35'00"W	55.80'
L3	S56°51'16"W	113.66'
L4	S50°42'23"W	109.34'
L5	S26°08'27"W	103.52'
L6	S03°57'42"W	114.19'
L7	S19°10'50"E	119.43'
L8	S36°01'38"E	102.42'
L9	S41°11'04"E	159.50'
L10	S63°43'49"E	113.46'
L11	N89°38'09"E	1028.33'
L12	S62°31'11"E	107.15'

**Exhibit C**  
 Depiction of #16-26-36 BTR Wellsite, Pipeline and Access Road Corridor



**Exhibit D**  
**Surface Use Plan**

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**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 D, cont'd**  
**Surface Use Plan**

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**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 D, cont'd**  
**Surface Use Plan**

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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 E**  
**Reclamation Bond**

Bond Number LPM8986643

**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 Obligee, in the sum of Sixty Eight Thousand and no/100 Dollars (\$68,000.00) 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 097 for the following well sites: 16-26-36 BTR and their supporting roads and pipelines for the term beginning the 10th of February 2010 and ending the 10th of February 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 Obligee and protect said Obligee 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 February 10, 2011 and will continue with a Continuation Certificate signed by Principal and Surety.

SIGNED, SEALED and DATED this 10th day of February 2010

Bill Barrett Corporation

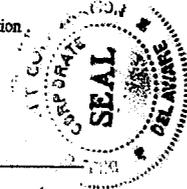
Principal

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 E**  
**Reclamation Bond**

**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, designate and appoint Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Desiree E. WESTMORELAND, Kathleen A. SNYDER and Emily R. TERHUNE, all of Wichita, Kansas, EACH in full and lawful agency-in-Fact, to make, execute, seal and deliver, for, and on its behalf as certain, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, 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 deposeth 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

POA-F 076-6692A

**Exhibit F**  
Cooperative Agreement, Mitigation Related to Oil and Gas Field Development on the  
Tabby Mountain Wildlife Management Area

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**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 Unit of the Tabby Mountain Wildlife Management Area*

**WHEREAS**, Bill Barrett Corporation ("Lessee") and their agents/contractors, desire to construct well pads, roads, and pipelines, and drill one (1) oil and natural gas well, said well specifically identified as well numbers 16-26-36 BTR, beginning in the Winter 2010 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, Lessee 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 Lessee, 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 Lessee's compensatory mitigation.

**NOW, THEREFORE**, let this document serve to capture the essence of the agreement by Lessee and DWR, to the effect that Lessee has or will issue to DWR a single, Twenty-Thousand, Eight-Hundred Dollar (\$20,800) compensatory mitigation payment, plus a single Five-Thousand, Two-Hundred Dollar (\$5,200) payment for each well in the Cooperative Agreement, Mitigation Related to Oil and Gas Field Development on the Tabby Mountain Wildlife Management Area 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, 2011.

AGREED TO BY:

Huntington T. Walker  
Huntington T. Walker  
Sr. Vice President Land  
Bill Barrett Corporation

\_\_\_\_\_  
Date

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

9/21/10  
Date

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

9/20/10  
Date



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

October 4, 2010

Bill Barrett Corporation  
1099 18<sup>th</sup> Street, Suite 2300  
Denver, CO 80202

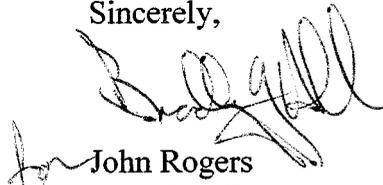
Subject: 16-26-36 BTR Well, 981' FSL, 1245' FEL, SESE, Sec. 26, T. 3 South, R. 6 West,  
Duchesne County, Utah

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 43-013-34132.

Sincerely,

  
for John Rogers  
Associate Director

JR/js  
Enclosures

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

**Operator:** Bill Barrett Corporation  
**Well Name & Number** 16-26-36 BTR  
**API Number:** 43-013-34132  
**Lease:** 2OG0005608

**Location:** SESE      Sec. 26      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 5<sup>th</sup> 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

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

**APPLICATION FOR PERMIT TO DRILL OR REENTER**

5. Lease Serial No. 14-20-H62-6291	
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. # 16-26-36 BTR	
9. API Well No. <i>43-DB3442 34132</i>	
10. Field and Pool, or Exploratory Altamont	11. Sec., T. R. M. or Blk. and Survey or Area Sec. 26, 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 8 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) 981' FSL	16. No. of acres in lease 400
17. Spacing Unit dedicated to this well 40	
18. Distance from proposed location* to nearest well, drilling, completed, applied for, on this lease, ft. 2,500' abandoned oil well	19. Proposed Depth 9,509'
20. BLM/BIA Bond No. on file LPM 8874725	
21. Elevations (Show whether DF, KDB, RT, GL, etc.) 5943' Ungraded Ground	22. Approximate date work will start* 05/01/2011
	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 rev 9-20-10 11/07/2008
---------------------------------------	---------------------------------------	-----------------------------------

Title Senior Permit Analyst	Name (Printed/Typed) <b>James H. Sparger</b>	Date <b>DEC 16 2010</b>
Approved by (Signature) <i>[Signature]</i>	Office <b>VERNAL FIELD OFFICE</b>	
Title Acting Assistant Field Manager Lands & Mineral Resources		

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)

**RECEIVED**  
BUREAU OF LAND MGMT  
DEPT OF THE INTERIOR  
JAN 13 2011

DIV. OF OIL, GAS & MINING

*Original 11/13/08  
2010 SEP 21 PM 1 08*

**UDOGM**

**NOTICE OF APPROVAL**  
GREEN RIVER DISTRICT  
VERNAL FIELD OFFICE

**CONDITIONS OF APPROVAL ATTACHED**

RECEIVED

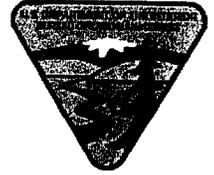


UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
VERNAL FIELD OFFICE

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: 16-26-36 BTR  
API No: 43-013-34132

Location: SESE, Sec 26, T3S R6W  
Lease No: 14-20-H62-6291  
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: <a href="mailto:ut_vn_opreport@blm.gov">ut_vn_opreport@blm.gov</a> .
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-097.
- 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.
- A culvert needs to be installed where access road crosses DWR fence boundary. This should be to a standard that DWR has agreed to, or to the BLM standard if DWR has no standard set up before construction begins.
- 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 (¼¼, 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.

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>  <b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  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.	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE  <b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 16-26-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341320000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0981 FSL 1245 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 26 Township: 03.0S Range: 06.0W Meridian: U	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT  <b>COUNTY:</b> DUCHESNE  <b>STATE:</b> UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: 4/1/2011	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:	<input checked="" type="checkbox"/> <b>CHANGE TO PREVIOUS PLANS</b>	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> <b>DRILLING REPORT</b> 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 type="checkbox"/> OTHER	OTHER: <input style="width: 100px;" type="text"/>

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

Request to change cementing program shown in attached drilling program.  
 Access road change as shown on attached revised TOPO B.

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

Date: 02/03/2011  
 By: *Derek Quist*

<b>NAME (PLEASE PRINT)</b> Elaine Winick	<b>PHONE NUMBER</b> 303 293-9100	<b>TITLE</b> Sr. Permit Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 2/1/2011	

**BILL BARRETT CORPORATION**  
**DRILLING PLAN**  
**1/31/2011**

**16-26-36 BTR Well Pad**

SESE, 981' FSL & 1245' FEL, Section 26-T3S-R6W, USB&M (surface hole)  
 SESE, 981' FSL & 1245' FEL, Section 26-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	3197'*
Douglas Creek	6103'
Black Shale	6944'
Castle Peak	7100'
Wasatch	7730'*
TD	9509'

\*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</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>					
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.

Bill Barrett Corporation  
 Drilling Program  
 # 16-26-36 BTR  
 Duchesne County, Utah

**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 <sup>3</sup> /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 <sup>3</sup> /sx), calculated hole volume with 75% excess.
5 1/2" Production Casing	Approximately 640 sx Tuned Light cement with additives mixed at 11.0 ppg (yield = 2.31 ft <sup>3</sup> /sx). Approximately 840 sx Halliburton Econocem cement with additives mixed at 13.5 ppg (yield = 1.42 ft <sup>3</sup> /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 4747 psi\* and maximum anticipated surface pressure equals approximately 2655 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  
# 16-26-36 BTR  
Duchesne County, Utah

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Bill Barrett Corporation  
Drilling Program  
# 16-26-36 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



# Bill Barrett Corporation

## LAKE CANYON & BLACK TAIL RIDGE CEMENT VOLUMES

AS OF:

1/31/2011

Well Name: **16-26-36 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 <sup>3</sup>
Lead Fill:	2,500'	
Tail Volume:	274.0	ft <sup>3</sup>
Tail Fill:	500'	

### Cement Data:

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

### Calculated # of Sacks:

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

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

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

### Production Hole Data:

Total Depth:	9,509'
Top of Cement:	2,500'
Top of Tail:	6,400'
OD of Hole:	8.750"
OD of Casing:	5.500"

### Calculated Data:

Lead Volume:	1477.7	ft <sup>3</sup>
Lead Fill:	3,900'	
Tail Volume:	1178.1	ft <sup>3</sup>
Tail Fill:	3,109'	

### Cement Data:

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

### Calculated # of Sacks:

# SK's Lead:	640
# SK's Tail:	840

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**16-26-36 BTR Proposed Cementing Program**

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

<u>Job Recommendation</u>	<u>Production Casing</u>
<b>Lead Cement - (6400' - 2500')</b>	
Tuned Light™ System	Fluid Weight: 11.0 lbm/gal
	Slurry Yield: 2.31 ft <sup>3</sup> /sk
	Total Mixing Fluid: 10.65 Gal/sk
	Top of Fluid: 2,500'
	Calculated Fill: 3,900'
	Volume: 263.16 bbl
	<b>Proposed Sacks: 640 sks</b>
<b>Tail Cement - (9509' - 6400')</b>	
Econocem™ System	Fluid Weight: 13.5 lbm/gal
0.125 lbm/sk Poly-E-Flake	Slurry Yield: 1.42 ft <sup>3</sup> /sk
1.0 lbm/sk Granulite TR 1/4	Total Mixing Fluid: 6.61 Gal/sk
	Top of Fluid: 6,400'
	Calculated Fill: 3,109'
	Volume: 209.81 bbl
	<b>Proposed Sacks: 840 sks</b>

## 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).

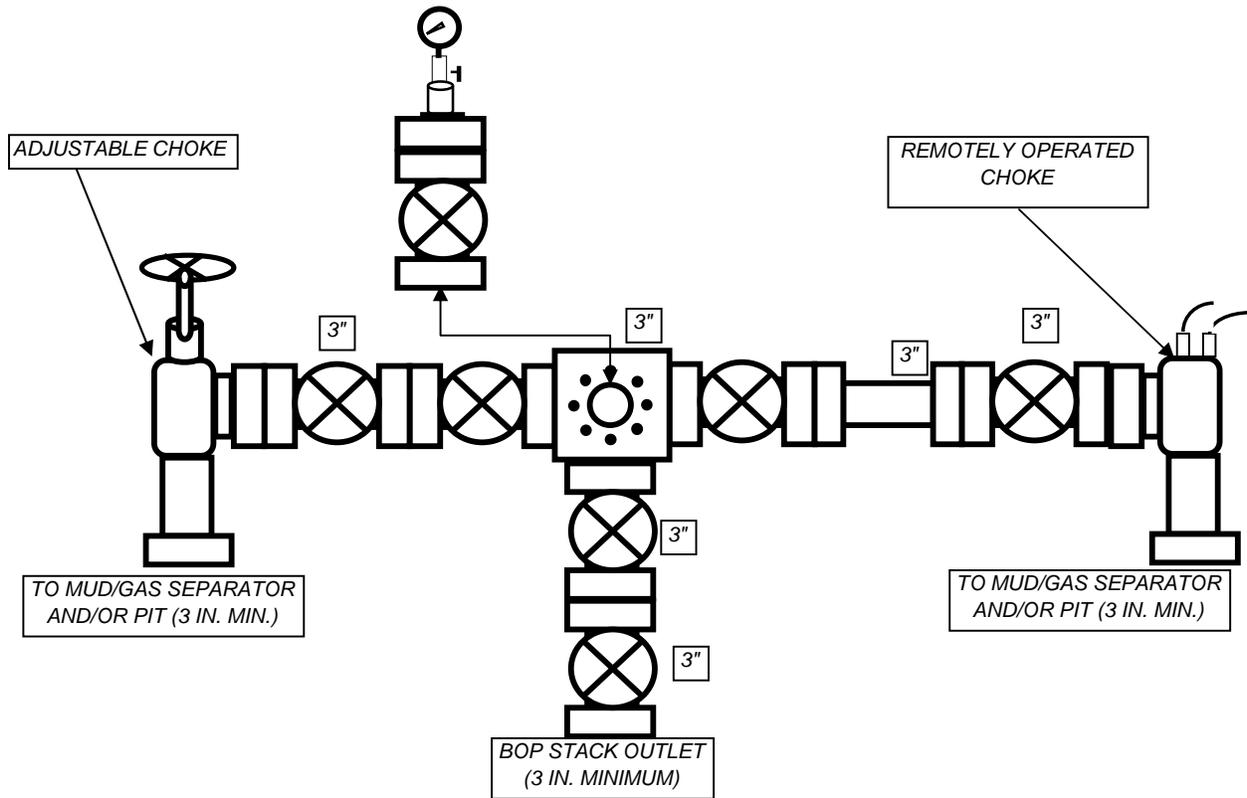
**F. Miscellaneous Information:**

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.

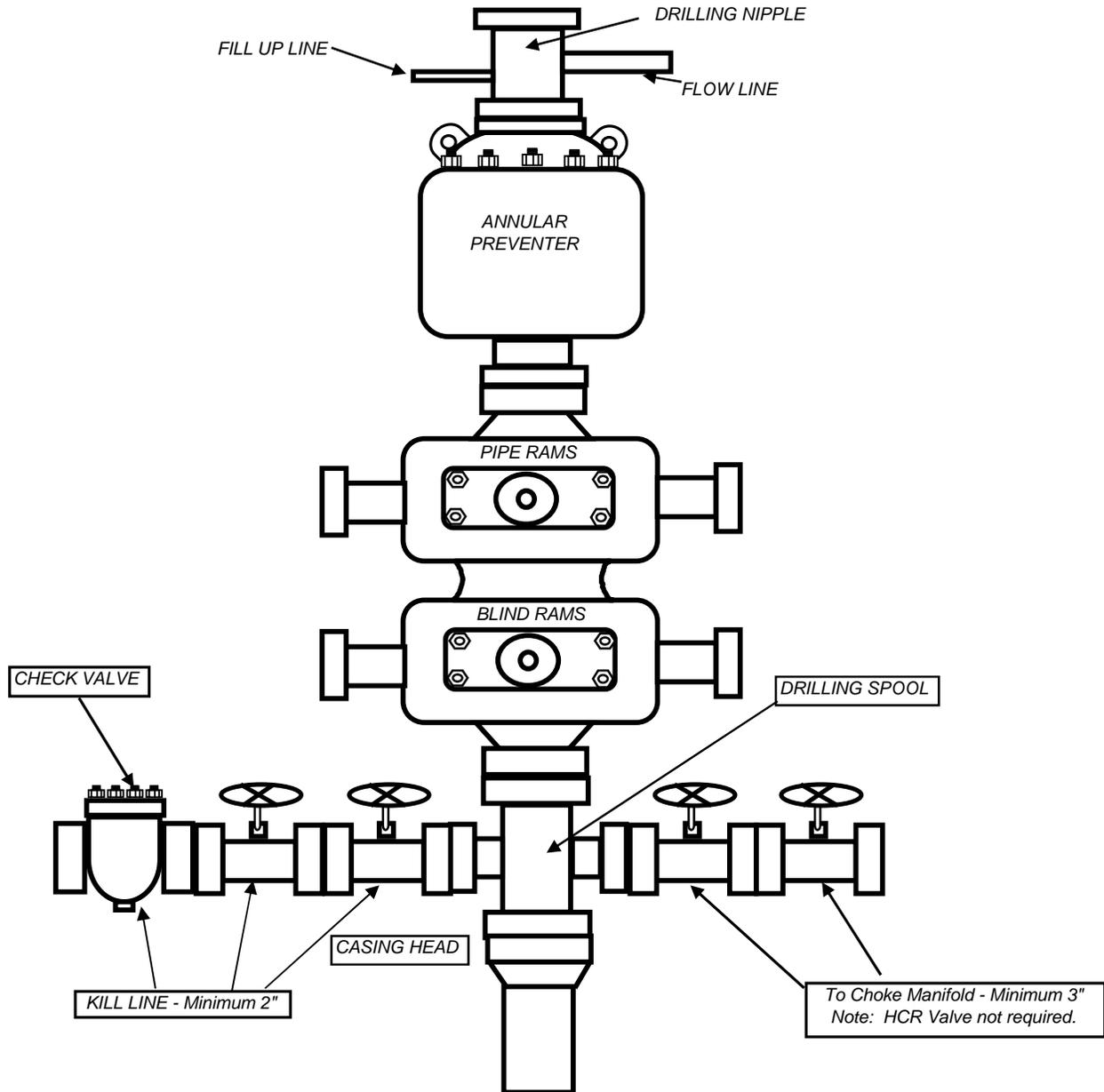
# BILL BARRETT CORPORATION

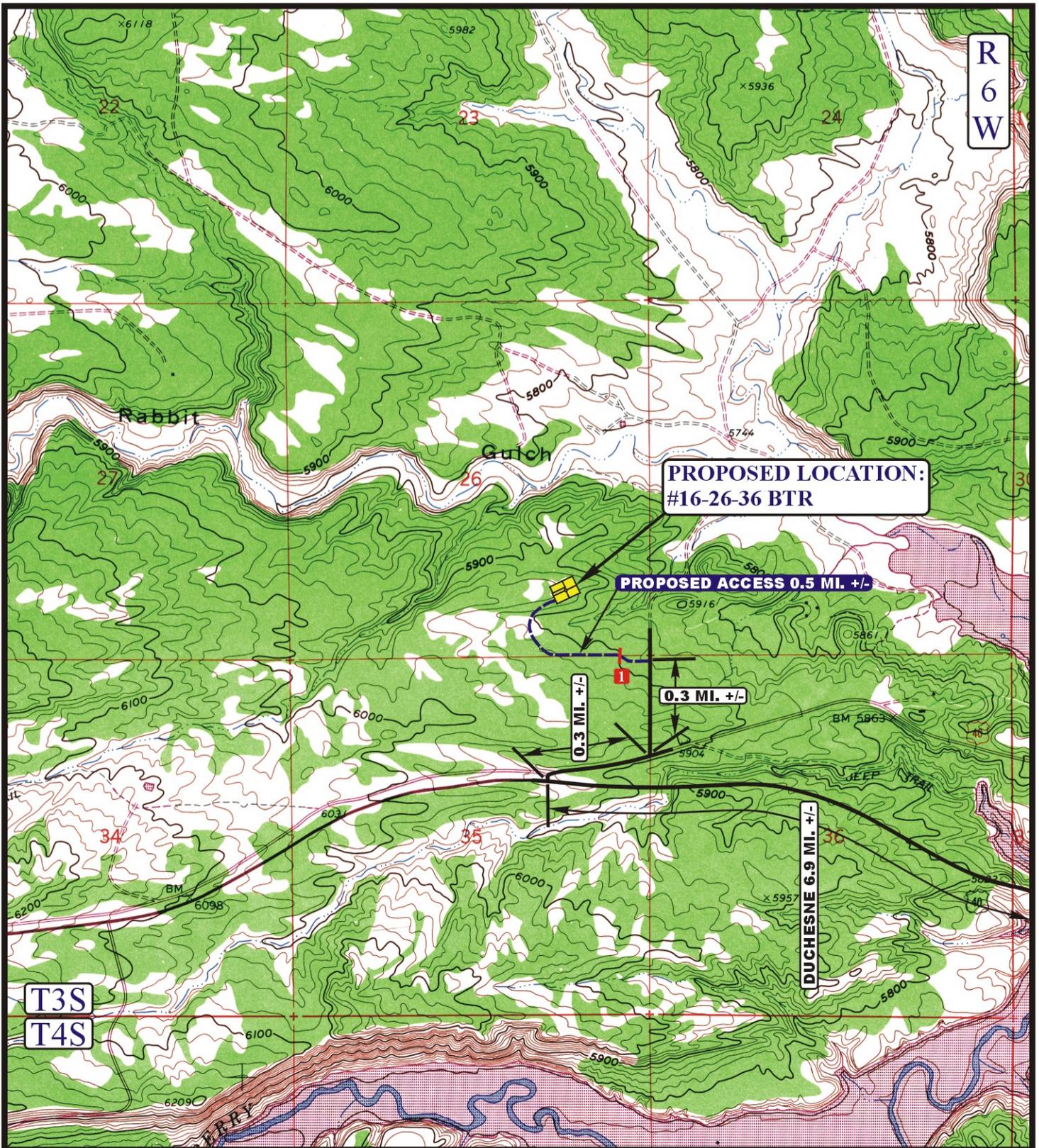
## TYPICAL 5,000 p.s.i. CHOKE MANIFOLD



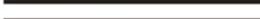
# BILL BARRETT CORPORATION

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





**LEGEND:**

-  EXISTING ROAD
-  PROPOSED ACCESS ROAD
-  INSTALL CATTLE GUARD

**BILL BARRETT CORPORATION**

#16-26-36 BTR  
 SECTION 26, T3S, R6W, U.S.B.&M.  
 981' FSL 1245' FEL



Uintah Engineering & Land Surveying  
 85 South 200 East Vernal, Utah 84078  
 (435) 789-1017 \* FAX (435) 789-1813



**TOPOGRAPHIC  
 MAP**

**10 10 08**  
 MONTH DAY YEAR

**B  
 TOPO**

SCALE: 1" = 2000' DRAWN BY: ZL. REV: J.H. 04-30-09

BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corporation Rig Name/# Triple A Drilling  
Submitted By Brady Riley Phone Number 303-312-8115  
Well Name/Number 16-26-36 BTR  
Qtr/Qtr SWNE Section 10 26 Township 3S Range 6W  
Lease Serial Number 1420H626291  
API Number 43-013-34132

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

Date/Time 05/09/2011 08:00 AM  PM

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

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

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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 \_\_\_\_\_ AM  PM

Remarks SPUDDING CONDUCTED BY TRIPLE A DRILLING.

**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
4301334132	16-26-36 BTR		SESE	26	3S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
A	99999	18028	5/9/2011		5/10/11		
<b>Comments:</b> Spudding Operation was conducted by Triple A Drilling @ 1:00 pm. <u>WSTC = BR-WS</u>							

**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		
<b>Comments:</b>							

**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		
<b>Comments:</b>							

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MAY 10 2011

**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

Date  
 5/10/2011

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
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.		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 16-26-36 BTR	
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341320000	
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> ALMAMONT
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0981 FSL 1245 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 26 Township: 03.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:  <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:  <input checked="" type="checkbox"/> SPUD REPORT Date of Spud: 5/12/2011  <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 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.		
<p>This sundry is to report that the well was spud on 05/12/2011 at 1:30 pm. A sundry was previously filed for this location with the wrong spud date. Please disregard the previously submitted sundry notice for spud.</p> <p style="text-align: right;"><b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b></p>		
<b>NAME (PLEASE PRINT)</b> Tracey Fallang	<b>PHONE NUMBER</b> 303 312-8134	<b>TITLE</b> Regulatory Manager
<b>SIGNATURE</b> N/A	<b>DATE</b> 5/17/2011	

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 16-26-36 BTR  
 Qtr/Qtr SE/SE Section 26 Township 3S Range 6W  
 Lease Serial Number 14-20-H62-6291  
 API Number 43-013-34132

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 23 2011  
 DIV. OF OIL, GAS & MINING

Date/Time 05/22/2011 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 05/22/2011 6:00 AM  PM

Remarks Estimated date/time based on current drilling rate.

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
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.		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>8. WELL NAME and NUMBER:</b> 16-26-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>9. API NUMBER:</b> 43013341320000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> ALMAMONT
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0981 FSL 1245 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 26 Township: 03.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 5/31/2011	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<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 type="text"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
May Monthly Activity Report: Well Spud.		
<b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b>		
<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A		<b>DATE</b> 6/3/2011

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 16-26-36 BTR  
Qtr/Qtr SE/SE Section 26 Township 3S Range 6W  
Lease Serial Number 14-20-H62-6291  
API Number 43-013-34132

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 31 2011  
OFFICE OF OIL, GAS & MINING

Date/Time 06/01/2011 12:00 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.





**#16-26-36 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
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

POOH, LDDP. - 6, RU casing crew. Install 5-1/2" casing rams. Safety meeting. PU x run 5-1/2" production casing, floats closed. Fill casing every 10 jts to 2000'. RIH to 6500' and fill casing. FIH. Tag bottom x PU 1'. - 9.5, Fill casing and break circ. Circ out - 5500 units gas. RD casing crew, RU HES. - 2.5, Hold safety meeting. Test lines to 5000 psig. Pump 5 bbl water spacer, 40 bbl flush, 5 bbl water spacer, 329 bbls (795 sxs) lead @ 11.0 ppg, 158 bbls (620 sxs) tail @ 13.5 ppg. Displace with 218 bbls water. Bump plug with 1800 psig. Pressure to 3350 psig. Pressure held ok on casing. Bleed back 2.5 blls. Floats holding. Pumped cement at 6 bpm. Displaced at 8 bpm. No cement returns to surface. Reciprocated pipe during entire job. - 2.75, WOC. Wash out stack. ND BOP's and prep to set slips and make rough cut. - 3.25

**#16-26-36 BTR 6/2/2011 06:00 - 6/2/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

WOC. Set slips with 30K over string weight (130+30). Make rough cut. ND BOP's. Clean pits. Release rig at 10:00 am. - 4.5

**#16-26-36 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
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Location shut in and secured. Cleaned mouse and ratt whole out. back filled - 2, Safety Meeting with Cameron, Checked pressure on the wellhead. casing on a slight vacuum.

Removed 11" night cap, dressed 5 1/2' casing top. P/up 11" x 7 1/16" 5 k with 2-1/16 5k gate valves. NU 7-1/16 5k night cap. B-section with night cap. N/U B-section. Tested hanger seals to 5k, Good test. R/D Cameron. - 2, Continue with setting up production equipment. - 20

**#16-26-36 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
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Cont. Build production facility, Prep. for frac. - 24

**#16-26-36 BTR 6/9/2011 06:00 - 6/10/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Cont. Build production facility, Prep. for frac. - 24

**#16-26-36 BTR 6/10/2011 06:00 - 6/11/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Cont. Build production facility, Prep. for frac. - 24

**#16-26-36 BTR 6/11/2011 06:00 - 6/12/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Cont. Build production facility, Prep. for frac. - 12, MIRU Schlumberger E-Line, RIH w/ 4.5" gauge ring, Tag @ 9381'. POOH, RIH w/ CBL Logging tools, getting good readings didn't need pressure. Bottom hole temp. -219\*, Cement top @580'. POOH, RDMO E-Line. - 6, Start spotting frac tanks - 6

**#16-26-36 BTR 6/12/2011 06:00 - 6/13/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

MI, and spot 19- 500 bbl frac tanks. ND night cap. NU Cameron frac tree. Test tree, and casing to 8500#. Held for 30 min. Good test. - 24

**#16-26-36 BTR 6/13/2011 06:00 - 6/14/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Cont. Build production facility, Prep. for frac. - 24

**#16-26-36 BTR 6/14/2011 06:00 - 6/15/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Cont. Build production facility, Prep. for frac. - 24

**#16-26-36 BTR 6/15/2011 06:00 - 6/16/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Cont. Build production facility, Prep. for frac. - 24

**#16-26-36 BTR 6/16/2011 06:00 - 6/17/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Finished filling frac tanks with produce and 3 % KCL, Set flow back tanks and storage tanks. Prep location for frac. built berms around flow backs. Construction crews insulated production equipment. - 24

**#16-26-36 BTR 6/17/2011 06:00 - 6/18/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Cont. Build production facility, Prep for frac., insulated separators and flow lines. Finished setting up water transfer lines. Set mountain movers. Heated Frac water to 95°. R/U flow back lined to flow back tanks. - 24

**#16-26-36 BTR 6/18/2011 06:00 - 6/19/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

WSI & Secured, - 1, MI and spotted e-line equipment, Safety Meeting with e-line crew, reviewed working with explosive and working around suspended loads. R/U pressure control equipment, P/up Lubricator and pressure tested equipment to 4500 psi, test held good. bled off pressure disconnected lub, P/up stg #1 guns. RIH made depth correction / reference to CBL/CCL/GR 6-11-11. shot interval from 9040' to 9354'. only 45 psi on the well once guns were back to surface. POOH, L/D spent guns, verified that all shots fired as designed. Secured wellhead, turned well over to Grey Wolf flow test crew to monitor well throughout the night. - 3, Safety meeting with HES, discuss rattle snake on location and to watch your surroundings  
MIRU Halliburton Frac crew, only had half of a crew to rig up frac equipment. Slow rig up.  
Continued to haul in sand. heating frac water on 5-25-36 BTR staging area. - 7, WSI & secured. - 13

**#16-26-36 BTR 6/19/2011 06:00 - 6/20/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

HES Arrived @ 04:45, started equipment. TCC was have issues with their computers. Fix problem, Primed pumps, mixed gel, ran QA/QC fluid checks.

Safety Meeting with all the contract crews on location. Reviewed working around pressurized equipment and explosive on location. Discuss job assignments and duties. - 1.5, Stg # 1 of 10, Zone Stg CR-7 & CR-6, Water Temp @ 78\*, Open Well @ 07:21 Hrs, @ 350 psi, 0 Surface and Frac Mandrel, 0 psi, Formation Break Down @ 4.9 bpm, 2820 psi. Started on 15%HCL @ 10.9 bpm psi, Total Bbls of 15% HCL Pump 93, Started on Produce Water pad @ 70.0 bpm, 4231 psi, Open Perforation = 24 out of 39 shots, ISIP = 2450 psi, .71 Frac Gradient, Started on X-link pad @ 69.8 bpm, 4231 psi, Start 2#/ Gal 20/40 CRC @ 69.3 bpm, 4700 psi

2# 69.8 bpm, 4701 psi 2# On perfs Bpm 69.8 @ 4910 psi  
 3# 68.3 bpm, 3840 psi 3# On perfs Bpm 68.3 @ 3819 psi  
 3.5# 67.8 bpm, 3713 psi 3.5# On perfs Bpm 68.3 @ 3712 psi  
 4# 67.5 bpm, 3710 psi 4# On perfs Bpm 68.3 @ 3750 psi

issues with discharge pump on the blender during sand stage.  
 On Flush @, 70 bpm, 4200 psi  
 Final Injection, 37.8 bpm, 3400 psi  
 ISIP, 2702 psi, 0.74 Frac Gradient.  
 Max Rate 70.2 bpm, Max Pressure 4270 psi.  
 Avg Rate 68.5 bpm, Avg Pressure 3860 psi  
 Total X-link fluids pumped: 1299 bbls  
 Total produce water pumped: 1519 bbls  
 Total fluid in bbls pumped 2913.

Total Sand pumped 20/40 CRC = 133,000, - 1.5, R/U E-line, P/up stg #2, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 9018', with 2300 psi, pulled up and perforated stg 2 intervals from 8739' to 8994'.

POOH w/ E-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg #2. - 1.5, Stg # 2 of 10, Zone Stg CR-4 Water Temp @ 78 \*  
 Open Well @ 10:46 Hrs, @ 2050 psi, 0 Surface and Frac Mandrel, 0 psi  
 Formation Break Down @ 4.8 bpm, 2885 psi. Started on 15%HCL @ 10.1 bpm 2480 psi. Total Bbls of 15% HCL Pump 93. Started on 3 % KCL /Produce Water pad @ 69.5 bpm, 3809 psi  
 Open Perforation = 25 out of 39 shots, ISIP = 2269 psi, .70 Frac Gradient. Started on X-link pad @ 69.5 bpm, 3809 psi. Start 2#/ Gal 20/40 CRC sand, 70.4 bpm, 3884 psi  
 2# 70.2 bpm, 4052 psi 2# On perfs bpm 69.7 @ 3723 psi  
 3# 69.9 bpm, 3699 psi 3# On perfs bpm 69.5 @ 3510 psi  
 3.5# 69.3 bpm, 3475 psi 3.5# On perfs bpm 69.3 @ 3409 psi  
 4# 68.5 bpm, 3330 psi 4# On perfs bpm 68.1 @ 3315 psi, lost rate by 2 bbls on 4# sand due to losing blender discharge.  
 On Flush @, 69.6 bpm, 3455 psi  
 Final Injection, 69.4 bpm, 3607 psi  
 ISIP, 2641 psi, 0.74 Frac Gradient.  
 Max Rate 70.3 bpm, Max Pressure 4055 psi.  
 Avg Rate 69.4 bpm, Avg Pressure 3545 psi  
 Total X-link fluids pumped: 1369 bbls  
 Total produce water pumped: 1642 bbls  
 Total fluid in bbls pumped 3104

Total Sand pumped 20/40 CRC = 139,700. job was pumped as design. - 1.5, R/U E-line, P/up stg #3, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 8710', with 2275' psi, pulled up and perforated stg # 3 intervals from 8485' to 8680'.

POOH w/ E-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg #3. Secured well for the night. - 1.5, Secured Frac tree for the night. continued to re-stock sand and frac water throughout the night. Turned well over to Grey Wolf Flow tester to watch and monitor well pressure through the night. - 16.5



**#16-26-36 BTR 6/20/2011 06:00 - 6/21/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

Time Log Summary

Well shut in, HES Crew arrived @ 05:00, started up frac equipment, mixed gel, ran QA/QC fluid checks. Safety Meeting with HES crew. Review yesterday hazards and operational issues. - 0.5, Pressure tested to 8453, Stg # 3 of 10, Zone Stg CR-4 Water Temp @ 72 \*. Open Well @ 06:26 Hrs, @ 1575 psi , 0 Surface and Frac Mandrel, 0 psi. Formation Break Down @ 5 bpm, 3124 psi.

Started on 15%HCL @ 10 bpm 2410 psi, Total Bbls of 15% HCL Pump 93 bbls displaced to top perms shut down for 15 minutes. Did not pump bioballs. Started on 3 % KCL / Produce Water pad @ 70.4 bpm, 4327 psi. Open Perforation = 21 out of 39 shots, ISIP = 2507 psi, .72 Frac Gradient, Started on X-link pad @ 70.4 bpm, 4395 psi. Start 2#/ Gal 20/40 CRC sand, 70.1bpm, 4299 psi

2# 70.1bpm, 4181 psi 2# On perms bpm 70.1 @ 4181 psi

3# 69.3 bpm, 4070 psi 3# On perms bpm 69.3 @ 4019 psi

3.5# 69.2 bpm, 4080 psi 3.5# On perms bpm 69.4 @ 4071 psi

4# 69.3 bpm, 4120 psi 4# On perms bpm 69.4 @ 4380 psi. Cut 4# short by 2930 gals, due to net pressure increase. On Flush @,70.1 bpm, 4820 psi, Final Injection ,70.1 bpm, 4950 psi

ISIP, 3270 psi, 0.82 Frac Gradient. Max Rate 70.2 bpm, Max Pressure 4652 psi.

Avg Rate 69.33 bpm, Avg Pressure 4148 psi

Total X-link fluids pumped: 1513 bbls.

Total produce water pumped: 1738 bbls

Total fluid in bbls pumped 3345 bbls

Total Sand pumped, 20/40 CRC = 145,600# of CRC, Cut 4# sand early by 2930 gals, put 87% of prop in formation, had 31 of 39 perms open on post jobs. - 1.5, R/U E-line, P/up stg #4, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 8478', with 2400 psi, pulled up and perforated stg #4 intervals from 8249' to 8465'. POOH w/ E-line, L/D Spent guns. All shots fired as design. Turned Well over to HES to Frac stg#4. - 2, Pressure test to 8390, Stg # 4 of 10, Zone Stg CR-3, Water Temp @ 71\*, Open Well @ 09:55 Hrs, @ 909 psi ,0 Surface and Frac Mandrel, 0 psi, Formation Break Down @ 9.7 bpm, 3105 psi. Started on 15%HCL @ 10.1 bpm 2430 psi, Did not drop Bioballs. Total Bbls of 15% HCL Pump 93, Started on 3% KCL / Produce Water pad @ 70.0 bpm, 4280 psi, Open Perforation = 18 out of 39 shots, ISIP= 1865 psi, .67 Frac Gradient, Started on X-link pad @ 69.8 bpm, 4174 psi. Start 2#/ Gal 20/40 CRC sand, 69.5 bpm, 4254 psi

2# 69.6 bpm, 4212 psi 2# On perms bpm 69.6 @ 3991 psi

3# 69.5 bpm, 4690 psi 3# On perms bpm 69.4 @ 4426 psi

Did not stage into 3.5# or 4# due to shape increase in net pressure on 3#.

On Flush @, 69.8 bpm, 5401 psi, Final Injection, 69.8 bpm, 5460 psi. ISIP, 2617 psi, 0.76 Frac Gradient. Max Rate 70.3 bpm, Max Pressure 5274 psi. Avg Rate 69.3 bpm, Avg Pressure 4532 psi

Total X-link fluids pumped: 1781 bbls.

Total produce water pumped: 1659 bbls.

Total fluid in bbls pumped 3533 bbls.

Total Sand pumped, 20/40 CRC= 153,900# only put 88% of Prop in formation. Cut sand early due to net pressure increase. Perfs open after frac 16.1 of 39. - 1.5, R/U E-line, P/up stg # 5, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP @ 8228', with 2100 psi, pulled up and perforated stg # 5 intervals from 7948' to 8198'. POOH w/ E-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg# 5. - 1.5, Pressure test 8468, Stg # 5 of 10, Zone Stg CR-3 & CR-2, Water Temp @ 76\*, Open Well @ 13:25 Hrs, @ 1231 psi , 0 Surface and Frac Mandrel, 0 psi, Formation Break Down @ 10.2 bpm, 2678 psi. Started on 15%HCL @ 30 bpm 2780 psi, Pumped Bioballs @ 30 bpm 3459 psi, seen good ball action, Total Bbls of 15% HCL Pump 107 & Bio-Balls pumped 90. Surged bioballs, waited 15 minutes. Started on 3% KCL / Produce Water pad @ 70.4 bpm, 3670 psi. Open Perforation = 27 out of 45 shots, ISIP= 2158 psi, .71 Frac Gradient. Started on X-link pad @ 70.5 bpm, 3935 psi. Start 2#/ Gal 20/40 CRC, 69.8 bpm, 3790#

2# 69.8 bpm ,3790 psi 2# On perms bpm 69.9 @ 3624 psi

3# 69.8 bpm, 3536 psi 3# On perms bpm 69.8 @ 3489 psi

3.5# 69.4 bpm, 3839 psi 3.5# On perms bpm 69.5 @ 4001psi. Did not stg into 4# due to pressure spikes. finished the job with 3.5# Sand. pumped an additional 200 sks of 3.5# in formation.

On Flush @, 69.5 bpm, 4764 psi. Final Injection ,67.4 bpm, 5093 psi. ISIP, 3017 psi, 0.82 Frac Gradient. Perfs open after Frac, 19 of 45. Max Rate 70.0 bpm, Max Pressure 4680 psi.

Avg Rate 69.6 bpm, Avg Pressure 3880 psi

Total X-link fluids pumped:1702 bbls.

Total produce water pumped: 1672 bbls

Total fluid in bbls pumped 3482 bbls

Total Sand pumped, 20/40 CRC= 175,800#, - 1.5, R/U E-line, P/up stg #6, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP @ 7940', with 2100 psi, pulled up and perforated stg #6 intervals from 7749' to 7928'. POOH w/ E-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg #6 in the morning. - 1.5, Secured Well head for the night, Grey Wolf flow tests are monitoring the well throughout the night. - 14



**#16-26-36 BTR 6/21/2011 06:00 - 6/22/2011 06:00**

API/UWI 43-013-34132	State/Province UT	County DUCHESNE	Field Name Black Tail Ridge	Well Status Concept	Total Depth (ftKB) 9,535.0	Primary Job Type Drilling & Completion
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Time Log Summary

WSI & Secured, HES Arrived @ 05:00, Started frac equipment, mixed gel & ran QA/QC fluid test. Safety meeting with HES crew, discuss hazards around working with pressurized equipment and reviewed yesterday job performance. - 0.5, Pressure tested treating iron @ 8054 psi. Stg # 6 of 10, Zone Stg " Wasatch", Water Temp @ 72 \*

Open Well @ 06:50 Hrs, @ 799 psi, 0 Surface and Frac Mandrel, 0 psi  
 Formation Break Down @ 20 bpm, 3014 psi.  
 Started on 15%HCL @ 10.1 bpm 2091 psi, Pumped Bioballs @ 30 bpm 2709 psi.  
 Total Bbls of 15% HCL Pump 85 bbls & Bio-Balls pumped 72, Seen good ball action when balls hit perfs, Surged ball 3 times, Shut down for 15 minutes, HES had a leaking discharge cap, fix leak and re-pressure tested treating iron to 8330, Good Test. Re-open well.  
 Started on 3% KCL / Produce Water pad @ 70.2X bpm, 3930 psi  
 Open Perforation = 24 out of 36 shots, ISIP= 2039 psi, .70 Frac Gradient  
 Started on X-link pad @ 70.9 bpm, 4137 psi. Start 2#/ Gal 20/40 CRC, 70.2 bpm, 4070 psi  
 2# 70.2 bpm, 4044 psi 2# On perfs bpm 70.2 @ 3770 psi  
 3# 70.4 bpm, 3653 psi 3# On perfs bpm 70.5 @ 3577 psi  
 3.5# 70.8 bpm, 3690 psi 3.5# On perfs bpm 70.3 @ 3684 psi  
 4# 71.0 bpm, 3722 psi 4# On perfs bpm 70.9 @ 3800 psi  
 On Flush @, 70.5 bpm, 4099 psi  
 Final Injection , 70.3 bpm, 4099 psi  
 Open Perforation = 25 out of 36 shots, ISIP, 2555 psi, 0.77 Frac Gradient.  
 Max Rate 73.6 bpm, Max Pressure 4148 psi.  
 Avg Rate 70.5 bpm, Avg Pressure 3666 psi  
 Total X-link fluids pumped:1656 bbls  
 Total produce water pumped: 1733 bbls  
 Total fluid in bbls pumped: 3474 bbls  
 Total Sand pumped 20/40 CRC=175,900# - 2, R/U E-line, P/up stg #7, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP @ 7740', with 2125 psi, pulled up and perforated stg# 7 intervals from 7517' to 7722'. POOH w/ e-line, L/D Spent guns, all shots fired as design. Turned Well over to HES to Frac stg# 7. - 1.5, Pressure tested treating iron @ 8353 psi. Stg # 7 of 10, Zone Stg CR-1, Water Temp @ 78 \*

Open Well @ 10:05 Hrs, @ 1838 psi, 0 Surface and Frac Mandrel, 0 psi, Formation Break Down @ 4.9 bpm, 1978 psi. Started on 15%HCL @ 10.2 bpm 2374 psi, Pumped Bioballs @ 30.6 bpm 3474, psi. Total Bbls of 15% HCL Pump 93 & Bio-Balls pumped 78. Started on 3% KCL / Produce Water pad @ 70.8 bpm, 3988 psi.  
 Open Perforation = 22 out of 39 shots, ISIP= 1748 psi, .67 Frac Gradient. Started on X-link pad @ 71.1 bpm, 3915 psi  
 Started on 100 Mesh, 1# @ 71.0 bpm, @ 3943 psi  
 Start 1#/ Gal 20/40 Prem White sand, 71.1 bpm, 3864 psi  
 1# 71.1 bpm, 3864 psi 1# On perfs bpm 71.1 @ 3774 psi  
 2# 71.1 bpm, 3554 psi 2# On perfs bpm 71.1 @ 3536 psi  
 3# 71.0 bpm, 3470 psi 3# On perfs bpm 71.2 @ 3301 psi  
 3.5# 71.1 bpm, 3124 psi 3.5# On perfs bpm 71.2 @ 3031 psi  
 4# 71.1 bpm, 3025 psi 4# On perfs bpm 71.0 @ 2859 psi  
 On Flush @, 70.0 bpm, 2811 psi. Final Injection, 67.8 bpm, 3076 psi  
 Open Perforation = 29 out of 39 shots, ISIP, 1935 psi, 0.70 Frac Gradient.  
 Max Rate 71.2 bpm, Max Pressure 4021 psi.  
 Avg Rate 70.3 bpm, Avg Pressure 3435 psi  
 Total X-link fluids pumped: 2039 bbls  
 Total produce water pumped:1842 bbls  
 Total fluid in bbls pumped: 3748 bbls  
 Total Sand pumped 20/40 = 197,700# Prem White  
 Total 100 mesh 21,300#, - 1.5, R/U E-line, P/up stg #8, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP @ 7506', with 1400 psi, pulled up and perforated stg #8 intervals from 7340' to 7490'. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg# in the morning. - 2, Secured Well for the night, turned over to Grey Wolf flow testers to monitor the well throughout the night. Continued to re-stock sand and water throughout the night. - 16.5

**#16-26-36 BTR 6/22/2011 06:00 - 6/23/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

WSI & Secured, HES Arrived @ 05:00, started up Frac equipment, Mixed Gel, Ran QA/QC fluid check. Safety with HES Crew, - 0.5, Pressure tested treating iron @ 8340 psi.

Stg # 8 of 10, Zone Stg Castle Peak/Uteland, Water Temp @ 78 \* Open Well @ 06:45 Hrs, @ 699 psi, 0 Surface and Frac Mandrel, 0 psi. Formation Break Down @ 5 bpm, 920 psi. Started on 15%HCL @ 10 bpm 1184 psi, Pumped Bioballs @ 30 bpm 2283 psi. Total Bbls of 15% HCL Pump 93 bbls & Bio-Balls pumped 78, only seen two good pressure spike when the bio-balls hit. Surged 3-times. Started on 3% KCL / Produce Water pad @ 70.6 bpm, 4438 psi. Open Perforation = 19 out of 39 shots, ISIP= 1149 psi, .60 Frac Gradient. Started on X-link pad @ 70.8 bpm, 3689 psi. Start 1#/ Gal 100 Mesh @ bpm, 71.0 @ 3448 psi

1# 70.8 bpm, 3309 psi 1# On perms bpm 70.8 @ 3267 psi  
 2# 70.7 bpm, 3109 psi 2# On perms bpm 70.8 @ 2971 psi  
 3# 70.8 bpm, 2960 psi 3# On perms bpm 70.8 @ 27 psi  
 3.5# 70.8 bpm, 2637 psi 3.5# On perms bpm 70.8 @ 2574 psi  
 4# 70.9 bpm, 2579 psi 4# On perms bpm 70.8 @ 2563 psi  
 On Flush @, 71.4 bpm, 2670 psi. Final Injection, 70.8 bpm, 2861 psi  
 Open Perforation= 31 out of 39 shots, ISIP, 1856 psi, 0. Frac Gradient.  
 Max Rate 71.3 bpm, Max Pressure 4231 psi.  
 Avg Rate 70.6 bpm, Avg Pressure 3218 psi  
 Total X-link fluids pumped: 1803 bbls  
 Total produce water pumped: 1723 bbls  
 Total fluid in bbls pumped: 3619 bbls  
 Total Sand pumped, 20/40= 166,800#

Total 100 Mesh Pumped: 15,100# - 2, R/U E-line, P/up stg #9, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP @ 7330', with 150 psi, pulled up and perforated stg #9 intervals from 7107' to 7320'. Well went on a vacuum. reading 0 psi when starting out of the hole. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg#9. - 1.5, Pressure tested treating iron @ 8320 psi. Stg # 9 of 10, Zone Stg Castle Peak, Water Temp @ 78 \*

Open Well @ 09:50 Hrs, @ -0 psi, 0 Surface and Frac Mandrel, 0 psi. Formation Break Down @ 22.1 bpm, 437 psi. Started on 15%HCL @ 10.2 bpm 950 psi, Pumped Bioballs @ 30 bpm 2001 psi.

Total Bbls of 15% HCL Pump 93 bbls & Bio-Balls pumped 78. Started on 3% KCL / Produce Water pad @ 70.1 bpm, 2820 psi. Open Perforation = 27 out of 39 shots, ISIP = 1097 psi, .59 Frac Gradient. Started on X-link pad @ 70.2 bpm, 2794 psi

2# 70.1 bpm, 3074 psi 2# On perms bpm 70.5 @ 2580 psi  
 3# 70.3 bpm, 2576 psi 3# On perms bpm 70.5 @ 2580 psi  
 3.5# 70.3 bpm, 2650 psi 3.5# On perms bpm 70.9 @ 2615 psi  
 4# 70.9 bpm, 2625 psi 4# On perms bpm 70.6 @ 2576 psi  
 On Flush @, 70.5 bpm, 2636 psi. Final Injection, 69.8 bpm, 2857 psi  
 Open Perforation = 39 out of 39 shots, ISIP, 2013 psi, 0.72 Frac Gradient.  
 Max Rate 71.3 bpm, Max Pressure 3119 psi.  
 Avg Rate 70.9 bpm, Avg Pressure 2781 psi  
 Total X-link fluids pumped: 1608 bbls  
 Total produce water pumped: 1762 bbls  
 Total fluid in bbls pumped: 3463 bbls  
 Total Sand pumped, 20/40= 177,200. Job was pumped as designed. - 1.5, R/U E-line, P/up stg #10, 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP @ 7090', with 630 psi, pulled up and perforated stg # 10 intervals from 7000' to 7070'. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg#10. - 1.5, Pressure tested treating iron @ 8210 psi. Stg # 10 of 10, Zone Stg Black Shale, Water Temp @ 77\*, Open Well @ 13:00 Hrs, @ 630 psi, 0 Surface and Frac Mandrel, 0 psi

Formation Break Down @ 3.5 bpm, 1397 psi. Started on 15%HCL @ 10.6 bpm 2349 psi, Pumped Bioballs @ 30.1 bpm 3395 psi. Total Bbls of 15% HCL Pump 93 bbls & Bio-Balls pumped 72 Started on 3% KCL / Produce Water pad @ 71.8 bpm, 3501 psi. Open Perforation= 29 out of 36 shots, ISIP= 1943 psi, .72 Frac Gradient. Started on X-link pad @ 72.0 bpm, 4332 psi

2# 71.2 bpm, 4319 psi 2# On perms bpm 71.1 @ 4002 psi,  
 3# 71.6 bpm, 4006 psi 3# On perms bpm 71.3 @ 4624 psi Seen shape increase in net pressure. Cut screws and went to tub bypass and flush away #3 sand.  
 On Flush @, 63.2 bpm, 5050 psi. Final Injection, 63.2 bpm, 5151 psi  
 Open Perforation = 29 out of 36 shots, ISIP, 2491 psi, 0.80 Frac Gradient.  
 Max Rate 72.3 bpm, Max Pressure 5149 psi.  
 Avg Rate 71.2 bpm, Avg Pressure 4280 psi  
 Total X-link fluids pumped: 669 bbls  
 Total produce water pumped: 1400 bbls  
 Total fluid in bbls pumped: 2162 bbls  
 Total Sand pumped, 20/40 = 40,000#, Of prem white sand, only 31% prop in formation. turned well over to SLB to set kill plug. - 1.5, Turned well over to E-line, P/up and RIH with isolation plug, Ran CCL Strip and set CBP @ 6930 W/ 1650 psi on the Well. POOH W/ setting tool. Secured wellhead and L/D setting tool.  
 RDMO SLB. - 1, Safety meeting with Frac, finished rigging down Frac equipment. Moved all the frac equipment off location. - 1, Lock and secured frac tree for the night. batch frac tanks and transfer remaining production water back to the 3-36-36 BTR. - 13.5

**#16-26-36 BTR 6/23/2011 06:00 - 6/24/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Well lock and Secured. - 1.5, MIRU Grey Wolf Flow back equipment. Set rig pump and tank. Spotted on Service unit, R/U rig. check pressure on the well, 250 psi, bled off pressure to flow back tanks, monitor flow on well, 0 flow to return tank. hauled in 100 bbls of fresh for Grey Wolf heater. N/D frac tree, N/U BOP'S, Set pipe racks and off loaded 2 7/8" work string. R/U tbg handling equipment. Shut down @ 17:30 for Nabors Safety meeting in Roosevelt. - 10, Well shut in and secured. - 12.5

**#16-26-36 BTR 6/24/2011 06:00 - 6/25/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

WSI. - 1, JSA Safety Meeting - 0.5, PU 4 5/8" Chomp Mill, 2 7/8" POB sub, 1 Jt. 2 7/8" eue L80, XN-Nipple, 1 Jt., X-Nipple, Cont. PU tbg., - 3.5, RU Swivel - 0.5, Establish circ. w/ Rig Pump @ 1 Bbls./min.  
Returning no more than 2 Bbls./min. Thru-out the drill out.

## Drill Plugs as Follows:

Kill Plg. @ 6930'

Csg.-100#

Plg. @ 7090', 20' of sand

Csg.-0#

Bring on Foam unit &amp; N2 unit on line, to re-establish circ.

Plg. @ 7330', 10' of sand

Csg.-110#

Lost Circulation again tried to regain, but unable to. - 6.5, RD Swivel, Lay down 5 Jts. - 0.5, Secure well, SDFN - 0.5, WSI. - 11.5

**#16-26-36 BTR 6/25/2011 06:00 - 6/26/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

WSI. Csg.-980# - 1, JSA Safety Meeting - 0.5, PU tbg. Tag @ - 0.5, RU Swivel - 0.5, Establish Circ. w/ N2 foam Unit.

## Drill Plugs as follows:

Plg. @ 7506', 20' of sand

Csg.-250#

Plg. @ 7740', 10' of sand

Csg.-500#

Plg. @ 7940', 10' of sand

Csg.-600#

Plg. @ 8228', 10' of sand

Csg.-700#

Plg. @ 8478', 20' of sand

Csg.-760#

Plg. @ 8710', 10' of sand

Csg.-800#

Plg. @ 9010', 20' of sand

Csg.-750#

Clean out to FC @ 9450, Leaving 96' of Rat Hole.

Circ. Bottoms up.

Top Kill Tbg. to Retrieve String floats. - 7, Lay down 15 Jts. of Tbg. - 1, RD swivel - 0.5, Secure well, SDFN - 0.5, WSI. - 12.5

**#16-26-36 BTR 6/26/2011 06:00 - 6/27/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

WSI. Csg.-1450# - 1, JSA Safety Meeting - 0.5, Cont. Lay down tbg. to landing depth. - 1, PU Hanger, Stage Hanger thru BOP stack. engage Lock down pins & Test hanger.

Land Tbg. As Follows:

Tubing Description: Tubing - Production Set Depth (ftKB): 6,930.4 Run Date: 2011/06/26 16:33 Pull Date:

## Tubing Components

Jts	Item Description	OD (in)	ID (in)	Wt (lbs/ft)	Grade	Top Thread	Len (ft)	Top (ftKB)	Btm (ftKB)
1	Depth Correction 2' above GL					10	0	10	
1	Tubing Hanger 7	2.441	6.5	L-80	8rd	0.44	10	10.4	
216	Tubing 2 7/8	2.441	6.5	L-80	8rd	6,852.97	10.4	6,863.40	
1	Profile Nipple X	2 7/8	2.313	6.5	L-80	8rd	1.21	6,863.40	6,864.60
1	Tubing 2 7/8	2.441	6.5	L-80	8rd	31.83	6,864.60	6,896.40	
1	Profile Nipple XN	2 7/8	2.205	6.5	L-80	8rd	1.26	6,896.40	6,897.70
1	Tubing 2 7/8	2.441	6.5	L-80	8rd	31.71	6,897.70	6,929.40	
1	Pump Off Bit Sub	3 1/8	2.5	6.5	L-80	8rd	0.95	6,929.40	6,930.40 - 1, RD Tbg. equip. & work floor - 0.5, ND Annular &

BOP, NU Tree. - 1, Tie in sales line to Tree, Drop ball & Pump off bit and chase w/30 Bbls. - 0.5, RDMO w/o Rig, Hauled BOP back to vernal to redress. for next drill out. - 1, RU flow test iron to Tbg. Open Tbg. Thru test equip.

Open @ 17:00

SITP-620  
SICP-1580  
Choke  
24/64  
FTP-1080  
SICP-1660  
BWPH-46  
BOPH-42  
281 MMCF  
55% water, 45% oil  
PH6.5  
BWLTR-31679  
Total oil-323 - 17.5

**#16-26-36 BTR 6/27/2011 06:00 - 6/28/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Choke  
28/64  
FTP-1300  
SICP-1940  
BWPH-23  
BOPH-46  
MMCF-1.7  
40% water, 60% oil  
PH6.5  
BWLTR-30592  
Total oil-1181  
BOP24hr-828 - 24

**#16-26-36 BTR 6/28/2011 06:00 - 6/29/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34132	UT	DUCHESNE	Black Tail Ridge	Concept	9,535.0	Drilling & Completion

## Time Log Summary

Choke  
24/64  
FTP-1360  
SICP-2400  
BWPH-27  
BOPH-23  
MMCF-1.6  
55% water, 45% oil  
PH7.5  
BWLTR-29813  
Total oil-1964  
BOP24hr-747 - 24

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
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.		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well		<b>8. WELL NAME and NUMBER:</b> 16-26-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>9. API NUMBER:</b> 43013341320000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> ALMAMONT
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0981 FSL 1245 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 26 Township: 03.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: 7/7/2011  <input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:  <input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:  <input type="checkbox"/> <b>DRILLING REPORT</b> 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 checked="" type="checkbox"/> OTHER	
		OTHER: <input type="text" value="Lease Number"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
<p>This sundry is being submitted to update the lease number for the subject well. The Tribal Lease has been earned. BBC requests that the lease number is revised to 14-20-H62-6291.</p> <p style="text-align: right;"><b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b></p>		
<b>NAME (PLEASE PRINT)</b> Venessa Langmacher	<b>PHONE NUMBER</b> 303 312-8172	<b>TITLE</b> Senior Permit Analyst
<b>SIGNATURE</b> N/A		<b>DATE</b> 7/7/2011

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 14-20-H62-6291
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.		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 16-26-36 BTR	
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341320000	
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> ALAMONT
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0981 FSL 1245 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 26 Township: 03.0S Range: 06.0W Meridian: U	<b>COUNTY:</b> DUCHESNE	
		<b>STATE:</b> UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
<b>TYPE OF SUBMISSION</b>	<b>TYPE OF ACTION</b>	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 7/1/2011	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER: <input type="text"/>
		<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
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
No July 2011 Monthly Drilling Activity to report.		
<b>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</b>		
<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 8/4/2011	

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.  
1420H626291

1a. Type of Well  Oil Well  Gas Well  Dry  Other  
 b. Type of Completion  New Well  Work Over  Deepen  Plug Back  Diff. Reserv.  
 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.  
BTR 16-26-36

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

9. API Well No.  
43-013-34132

4. Location of Well (Report location clearly and in accordance with Federal requirements)\*  
 At surface **SESE 981FSL 1245FEL**  
 At top prod interval reported below **SESE 981FSL 1245FEL**  
 At total depth **SESE 981FSL 1245FEL**

10. Field and Pool, or Exploratory  
ALTAMONT

11. Sec., T., R., M., or Block and Survey  
or Area **Sec 26 T3S R6W Mer UTE**

12. County or Parish **DUCHESNE** 13. State **UT**

14. Date Spudded **05/09/2011** 15. Date T.D. Reached **05/30/2011** 16. Date Completed  
 D & A  Ready to Prod. **06/26/2011**

17. Elevations (DF, KB, RT, GL)\*  
5943 GL

18. Total Depth: **MD 9535 TVD 9535** 19. Plug Back T.D.: **MD 9450 TVD 9450** 20. Depth Bridge Plug Set: **MD TVD**

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

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. (#/L)	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	96	96			0	
12.250	9.625 J-55	36.0	0	3034	3034	750	341	0	
8.750	5.500 P-110	17.0	0	9535	9534	1415	486	5080	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	6930							

25. Producing Intervals 26. Perforation Record

Formation	Top	Bottom	Perforated Interval	Size	No. Holes	Perf. Status
A) GREEN RIVER	7000	7722	7000 TO 7722	3.130	153	OPEN
B) WASATCH	7749	9354	7749 TO 9354	3.130	237	OPEN
C)						
D)						

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

Depth Interval	Amount and Type of Material
7000 TO 7722	GREEN RIVER: SEE TREATMENT STAGES 7 - 10
7749 TO 9354	WASATCH: SEE TREATMENT STAGES 1 - 6

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
06/26/2011	07/07/2011	24	→	581.0	1139.0	438.0	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	
28/64	900	1900.0	→	581	1139	438	1960	PGW	

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	
			→						

**RECEIVED**  
**AUG 17 2011**  
DIV. OF OIL, GAS & MINING

**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	3220
				MAHOGANY	3897
				DOUGLAS CREEK	6123
				BLACK SHALE	6999
				UTELAND BUTTE	7401
				CR 1	7483
				WASATCH	7725
				TD	9535

**32. Additional remarks (include plugging procedure):**

TOC was calculated by CBL. CBL was mailed due to file size. First gas sales was on 6/26/2011. First oil sales was on 6/27/2011. Conductor was set 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 #115050 Verified by the BLM Well Information System.  
 For BILL BARRETT CORPORATION, sent to the Vernal

Name (please print) MEGAN FINNEGAN

Title PERMIT ANALYST

Signature  (Electronic Submission)

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 \*\***

**#14-21-36 BTR Completion Report Continued\***

<b>44. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC. (cont.)</b>		
<b>AMOUNT AND TYPE OF MATERIAL</b>		
<b><u>Stage</u></b>	<b><u>Bbls Slurry</u></b>	<b><u>20/40 lbs White Sand</u></b>
1	3,054	133,100
2	3,162	139,700
3	3,502	145,600
4	3,699	153,900
5	3,672	175,800
6	3,580	177,260
7	3,976	167,800
8	4,296	141,700
9	3,655	177,200
10	2,199	40,600

\*Depth intervals for frac information same as perforation record intervals.

**RECEIVED**

**AUG 17 2011**

**DIV. OF OIL, GAS & MINING**



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

Effective Date: 11/1/2016

<b>FORMER OPERATOR:</b>	<b>NEW OPERATOR:</b>
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:**

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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

To: Rig II, LLC

Effective 11/1/2016

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

To: Rig II, LLC

Effective 11/1/2016

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

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

To: Rig II, LLC

Effective 11/1/2016

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 FOOTAGES AT SURFACE: (see attached well list) COUNTY:		9. API NUMBER:
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: STATE: UTAH		10. FIELD AND POOL, OR WILDCAT:

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**

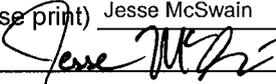
(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

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

Check one	Desired Action:
<input type="checkbox"/>	<b>Transfer pending (unapproved) Application for Permit to Drill to new operator</b>
	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"/>	<b>Transfer approved Application for Permit to Drill to new operator</b>
	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

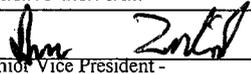
TRANSFER OF AUTHORITY TO INJECT

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

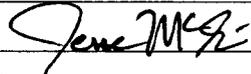
CURRENT OPERATOR

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

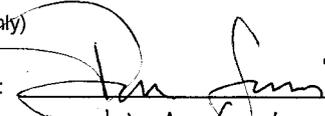
Name: Duane Zavadil  
Signature:   
Senior Vice President -  
Title: EH&S, Government and Regulatory Affairs  
Date: 10/20/16

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:   
Title: VIC Geologist

Approval Date: 11/3/16

Comments:

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

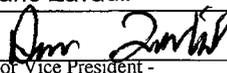
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

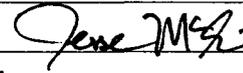
Well Name and Number 16-6D-46 BTR SWD	API Number 4301350781
Location of Well Footage : 0200 FSL 0099 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 6 4S 6W State : UTAH	Field or Unit Name ALTAMONT Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

Company: <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>	Date: <u>10/20/16</u>
Comments:	

**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

Approval Date: 11/3/16

Comments:

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

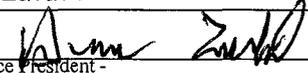
UIC FORM 5

**TRANSFER OF AUTHORITY TO INJECT**

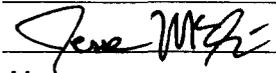
Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well Footage : 0539 FSL 0704 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 9 3S 6W State : UTAH	Field or Unit Name CEDAR RIM Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

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

**NEW OPERATOR**

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: 
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: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Title: \_\_\_\_\_

Comments:

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