

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REENTER

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

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

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

1a. Type of work: DRILL REENTER

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

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

8. Lease Name and Well No.
16-16-36 BTR

2. Name of Operator Bill Barrett Corporation

9. API Well No.
Pending 43-013-34138

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

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

10. Field and Pool, or Exploratory
Attachment Cedar Run 80

4. Location of Well (Report location clearly and in accordance with any State requirements.)*

At surface 844' FSL x 905' FEL, Sec. 16, T3S, R6W

At proposed prod. zone 844' FSL x 905' FEL, Sec. 16, T3S, R6W

11. Sec., T. R. M. or Blk and Survey or Area
Sec. 16, T3S, R6W U.S.B.&M.
SESE

14. Distance in miles and direction from nearest town or post office*
Approximately 12.3 miles northwest of Duchesne, UT

12. County or Parish
Duchesne

13. State
UT

15. Distance from proposed* 905' FEL
location to nearest
property or lease line, ft.
(Also to nearest drig. unit line, if any)

16. No. of acres in lease
N/A

17. Spacing Unit dedicated to this well
640

18. Distance from proposed location* 2,220' abandoned oil well
to nearest well, drilling, completed,
applied for, on this lease, ft.

19. Proposed Depth
10,278'

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

21. Elevations (Show whether DF, KDB, RT, GL, etc.)
6063' Ungraded Ground

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

23. Estimated duration
45 days

24. Attachments

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

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

25. Signature *Reed Haddock*

Name (Printed/Typed)
Reed Haddock

Date
11/14/2008

Title
Permit Analyst

Approved by (Signature) *Bradley G. Hill*

Name (Printed/Typed)
BRADLEY G. HILL
Office ENVIRONMENTAL MANAGER

Date
05-03-10

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)

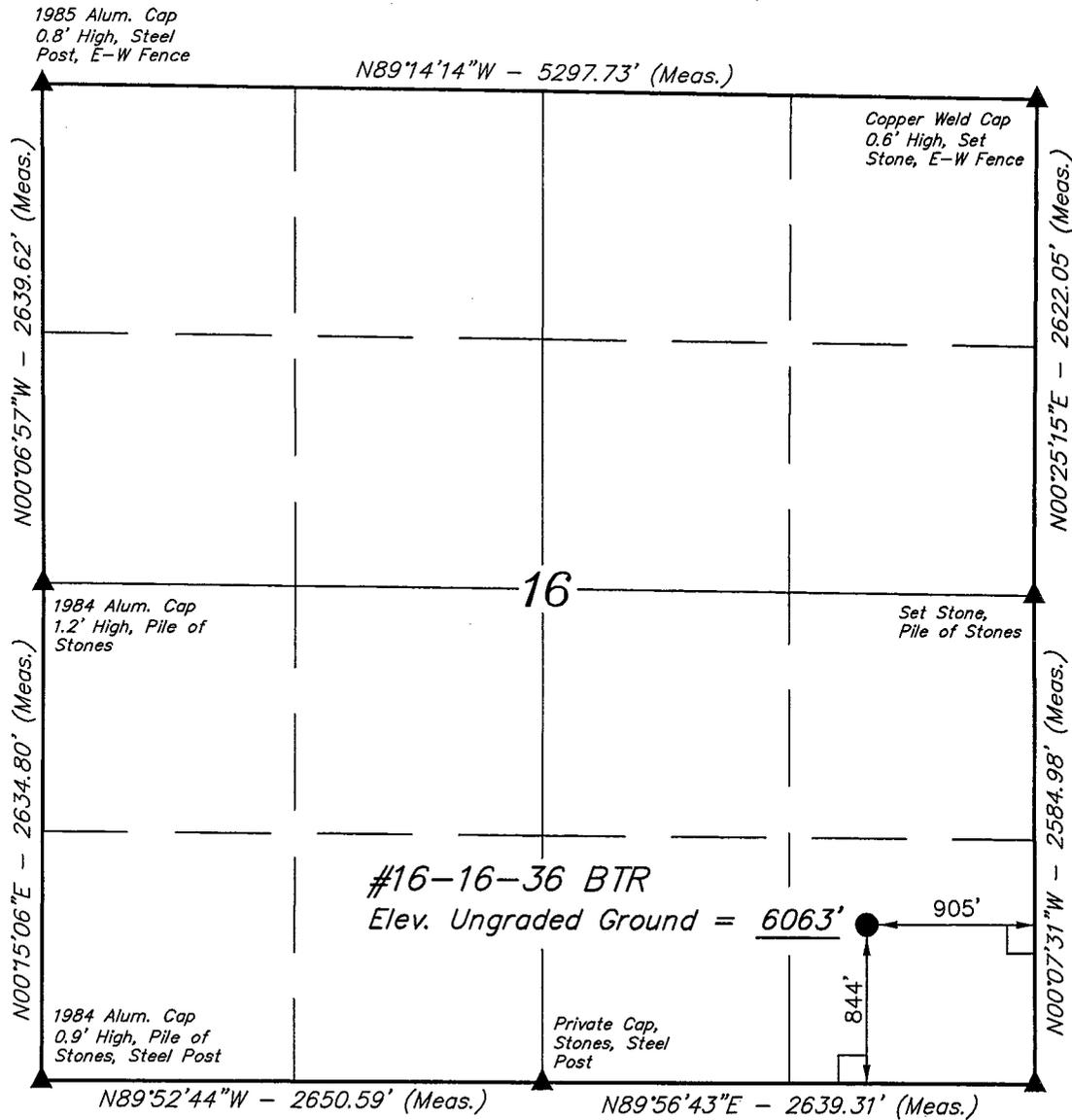
*(Instructions on page 2)

537322X
4451484Y
40214835
-110.561406

Federal Approval of this
Action is Necessary

RECEIVED
NOV 18 2008
DIV. OF OIL, GAS & MINING

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



LEGEND:

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

(NAD 83)
 LATITUDE = 40°12'53.24" (40.214789)
 LONGITUDE = 110°33'43.69" (110.562136)
 (NAD 27)
 LATITUDE = 40°12'53.40" (40.214833)
 LONGITUDE = 110°33'41.12" (110.561422)

BILL BARRETT CORPORATION

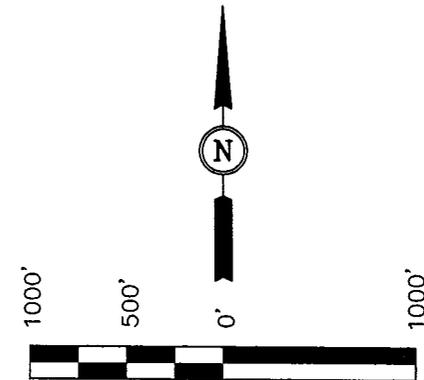
Well location, #16-16-36 BTR, located as shown in the SE 1/4 SE 1/4 of Section 16, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

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.

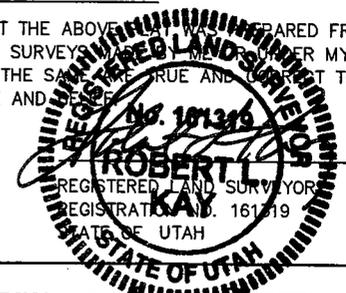
BASIS OF BEARINGS

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



SCALE
CERTIFICATE

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



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

SCALE 1" = 1000'	DATE SURVEYED: 09-16-08	DATE DRAWN: 10-22-08
PARTY D.S. E.D. C.H.	REFERENCES G.L.O. PLAT	
WEATHER COOL	FILE BILL BARRETT CORPORATION	

**EASEMENT LEASE AGREEMENT
BILL BARRETT CORPORATION
FOR WELLSITES #1-23-36 BTR, #3-23-36 BTR, #1-30-36 BTR, #16-30-36 BTR, #16-16-36 and their Supporting Roads and Pipelines
TABBY MOUNTAIN WILDLIFE MANAGEMENT AREA**

UDWR Easement Lease No. DUC-0910EA-054

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

EXHIBITS

- A.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #1-23-36 BTR
- A.2 Depiction of #1-23-36 BTR Wellsite and Access Road
- A.3 Depiction of Pipeline for #1-23-36-BTR Wellsite
- B.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #3-23-36 BTR
- B.2 Depiction of #3-23-36 BTR Wellsite and Access Road
- B.3 Depiction of Pipeline for #3-23-36 BTR Wellsite
- C.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #1-30-36 BTR
- C.2 Depiction of #1-30-36 BTR Wellsite and Access Road
- C.3 Depiction of Pipeline for #1-30-36-BTR Wellsite
- D.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #16-30-36 BTR
- D.2 Depiction of #16-30-36 BTR Wellsite and Access Road
- D.3 Depiction of Pipeline for #16-30-36-BTR Wellsite
- E.1 Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #16-16-36 BTR
- E.2 Depiction of #16-16-36 BTR Wellsite and Access Road
- E.3 Depiction of Pipeline for #16-16-36-BTR Wellsite
- F Surface Use Plan for BBC's 2009-2010 Development Program, Rabbit Gulch Unit of Tabby Mountain WMA Area, Duchesne County, Utah
- G Reclamation Bond Number LPM8986634
- H Cooperative Agreement, Mitigation Related to Oil and Gas Field Development on the Rabbit Gulch Wildlife Management Area

SECTION 1 GRANT AND LOCATION OF EASEMENT

- 1.1 **Burdened Property.** Surface Owner owns certain real property known to Surface Owner as the Rabbit Gulch Unit of the Tabby Mountain Wildlife Management Area ("WMA"). Surface Owner represents that its purposes and uses of owning said WMA is to provide important habitat for wildlife, and to provide wildlife-based recreation for the general public. Surface Owner grants and conveys to BBC a nonexclusive easement lease ("**Easement**") for five wellsites ("**Wellsites**" or "**Damage Areas**") and pipelines and

described respectively in Exhibits A.1, B.1, C.1, D.1 and E.1 during the construction of the respective 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 centerline described in Exhibit A.1, B.1, C.1, D.1 and E.1.

- 1.2 **Right of Third Parties.** This Easement is subject to all valid interests of third parties duly recorded in applicable County Records of the State of Utah. 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 Easement, Surface Owner is relying upon the surveys, plats, diagrams, and/or legal descriptions provided by BBC. BBC is not relying upon, and Surface Owner is not making any representations about any surveys, plats, diagrams, and/or legal descriptions provided by Surface Owner.
- 1.4 **Headings.** The Headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

SECTION 2 PURPOSE AND SCOPE OF EASEMENT

- 2.1 **Purpose.** This Easement is granted for the purpose of ingress and egress for the construction, installation, operation, maintenance, repair, and replacement as necessary of drill pads, pipelines and access roads, subject to and in accordance with the restrictions and conditions set forth herein, in support of BBC's conventional 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 Easement.
- 2.2 **Number and Kind of Infrastructure.** Under this Agreement, BBC shall have the right to construct, maintain and repair three (3) buried pipelines, not to exceed Twenty-Five (25) inches in diameter, per Wellsite, in the pipeline easement corridors described in Exhibit A.1, B.1, C.1, D.1, and E.1.

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 be allowed to engage in construction activities on the Burdened Property including and between the dates of December 1 to April 15 ("Seasonal Closure"), subject to the terms and conditions of the mitigation plan and Cooperative Agreement attached as Exhibit H. Under the Cooperative Agreement, 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 TERMS AND RENEWAL

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

SECTION 4 RENT/ PAYMENTS

All payments are final. There shall be no pro-rata reimbursement of any payments

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 or pipeline 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 NOTIFICATIONS 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 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 Subsection 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

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 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 there from, 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 be approved by Surface Owner prior to beginning such activities. 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

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. Equipment will not be operated when conditions are such that excessive soil damage will occur on sites not intended for excavation. 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

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 Easement 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 ALLOCATION

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

(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 Notifications 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

- (1) Any act or omission of BBC, its sub-lessees, 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 sub-lessees, 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 BBC 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 incurred 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

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, CERCLA, 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 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, BBC shall procure and maintain a non-cancellable corporate surety bond or provide other financial security satisfactory to Surface Owner (the "Bond") in an amount equal to One Million Five Hundred Seventy Seven Thousand Dollars (\$1,577,000.00), said amount equivalent to One-Hundred and Fifty (150%) of the estimated construction costs of the authorized improvements less materials, said estimated costs represented by BBC, to be placed on or in the Burdened Property, which shall secure BBC's full performance of its obligations under this Agreement. The amount of this bond shall not be deemed to limit any liability of BBC. The Bond shall be in a form and issued by a surety company acceptable to Surface Owner. BBC shall maintain the Bond so long as it uses the Easement. The Bond shall be in effect even if BBC has conveyed all or part of the easement interest to a sublessee, assignee, or subsequent operator until BBC fully satisfies its obligations, or until the Bond is replaced with a new bond posted by the sublessee assignee or subsequent operator. Said Bond at the date of execution of this Agreement is issued by Fidelity and Deposit Company of Maryland and is identified as Bond Number LPM8986634 (see Exhibit G).

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 Easement 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.

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, 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.

- 12.4 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

- 15.3 Default.** Upon any default by BBC in its obligations under this Easement, Surface Owner may collect on the Bond to offset the liability of BBC to Surface Owner, subject to the notice and right to cure provisions in Sections 11 and 12 herein. Collection on the Bond shall not relieve BBC of liability, shall not limit any of Surface Owner's other remedies, and shall not rein Surface Owner or cure the default or prevent termination of the Easement because of the default. Should the cost of BBC's obligations exceed the value of the Bond, BBC, it's successors and assigns, shall be liable for the costs over and above the bonded amount.

SECTION 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 may 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

Stan Bailey

801-538-4712

stanbailey@utah.gov

AND

Habitat Section

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

Ben Williams

435-781-5357

BBC

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

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 Easement 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.

- 21.5 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 Easement. 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 Easement 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 Easement.

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 Easement, 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 Agreement may be maintained only in the Utah State District Court of Salt Lake County. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with the litigation, including any appeals.

SECTION 26 MODIFICATIONS

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 WAIVERS

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.

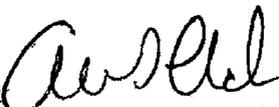
IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date of the last signature below.

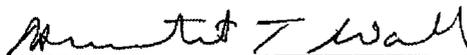
SURFACE OWNER

**STATE OF UTAH
DEPARTMENT OF NATURAL
RESOURCES, DIVISION OF WILDLIFE
RESOURCES**

LESSEE

BILL BARRETT CORPORATION

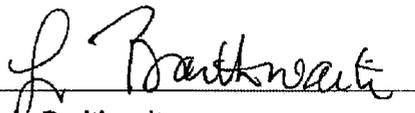
By:  **ACTING DIRECTOR**
James Karpowitz
Director of Wildlife Resources

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

Date: 4/4/10

Date: 3/24/2010

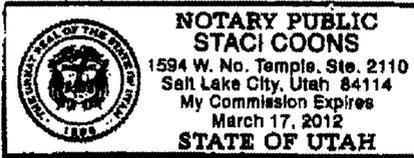
**Funding Approvals:
Division of Wildlife Resources Fiscal
Management**

By: 
Linda Braithwaite
Budget Officer

Date: _____

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

On this 4 day of April, 2010, personally appeared before me ~~James Karpowitz~~ ^{Acting} Alan Clark, 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 24th day of March, 2010, personally appeared before me Huntington T. Walker to me known to be the Sr. Vice President - Land of Bill Barrett Corporation and executed the within and foregoing instrument, and acknowledged that the execution of the document herein was his free and voluntary act and deed, for the uses and purposes therein mentioned, and gave an oath that he is authorized to execute the within instrument for said corporation.

Cynthia A. Sandell
Notary Public for the State of Colorado
Residing at 1099 18th Street #2300
Denver, CO 80202
My commission expires 8/8/12

Exhibit A.1

Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #1-23-36 BTR

Legal Description of Wellsite #1-23-36 BTR

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S42°06'07"W 626.24' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE S55°19'36"E 196.42'; THENCE S34°40'24"W 425.00'; THENCE N55°19'36"W 320.00'; THENCE N34°40'24"E 425.00'; THENCE S55°19'36"E 123.58' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

Legal Description of Access Road Centerline for Wellsite #1-23-36 BTR

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

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 14, T3S, R6W, U.S.B.&M. WHICH BEARS N49°01'27"W 1148.16' FROM THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S41°04'30"E 350.58'; THENCE S37°53'54"E 124.73'; THENCE S13°53'12"E 127.39'; THENCE S18°48'51"E 61.21'; THENCE S34°52'44"E 206.96'; THENCE S20°49'18"E 43.13' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 14, WHICH BEARS S89°46'13"W 375.89' FROM THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S20°49'18"E 38.95'; THENCE S11°20'42"E 119.68'; THENCE S01°11'05"E 110.42'; THENCE S08°49'10"W 77.01'; THENCE S25°39'27"W 71.29'; THENCE S34°56'39"W 71.54' TO A POINT IN THE NE 1/4 NE 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S42°06'07"W 626.24' FROM THE NORTHEAST CORNER OF SAID SECTION 23. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.966 ACRES MORE OR LESS.

1

Legal Description of Pipeline Centerline for Wellsite #1-23-36 BTR

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

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S39°49'24"W 623.50' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N34°56'39"E 73.45'; THENCE N25°39'27"E 77.02'; THENCE N08°49'10"E 82.90'; THENCE N01°11'05"W 114.83'; THENCE N11°20'42"W 123.98'; THENCE N20°49'18"W 31.63' TO A POINT ON THE NORTH LINE OF THE NE 1/4 NE 1/4 OF SAID SECTION 23, WHICH BEARS S89°46'13"W 349.18' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N20°49'18"W 55.60'; THENCE N34°52'44"W 206.52'; THENCE N18°48'51"W 56.60'; THENCE N13°53'12"W 131.63'; THENCE N37°53'54"W 130.74'; THENCE N41°04'30"W 340.68' TO A POINT IN THE SE 1/4 SE 1/4 OF SECTION 14, T3S, R6W, U.S.B.&M. WHICH BEARS N47°50'51"W 1134.45' FROM THE SOUTHEAST CORNER OF SAID SECTION 14. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.982 ACRES MORE OR LESS.

Exhibit A.3
Depiction of Pipeline for #1-23-36-BTR Wellsite

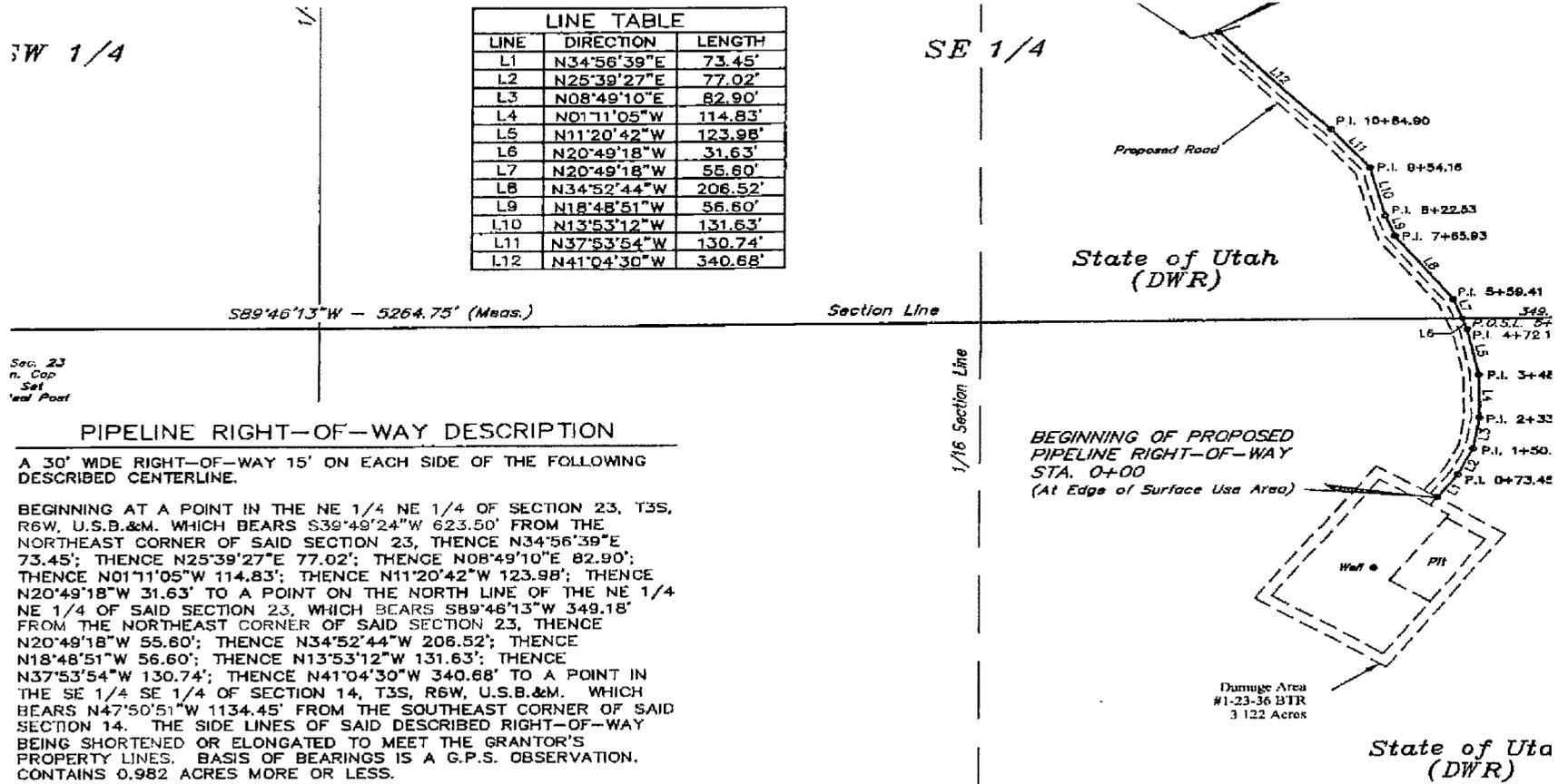


Exhibit B.1

Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #3-23-36 BTR

Legal Description of Wellsite #3-23-36 BTR

BEGINNING AT A POINT IN THE NE 1/4 NW 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S80°39'28"W 2784.10' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N47°35'27"E 125.28'; THENCE S42°24'33"E 425.00'; THENCE S47°35'27"W 320.00'; THENCE N42°24'33"W 425.00'; THENCE N47°35'27"E 194.72' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

Legal Description of Access Road Centerline for Wellsite #3-23-36 BTR

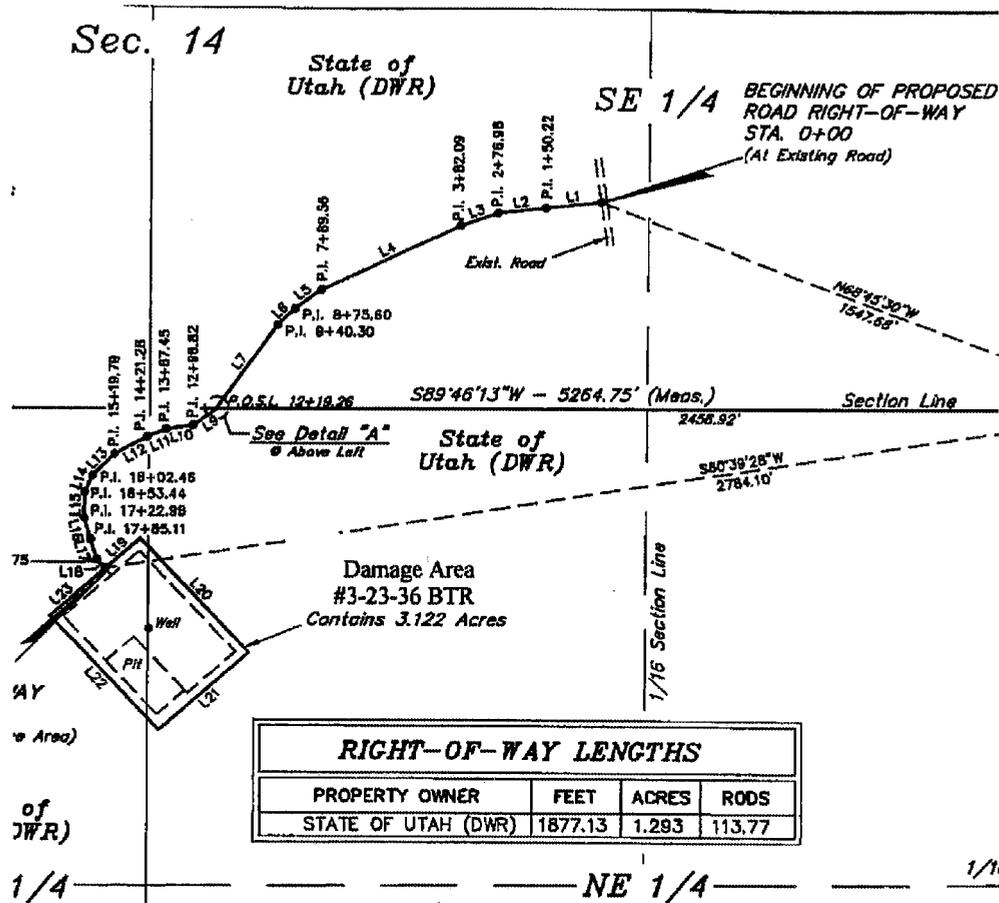
A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SE 1/4 OF SECTION 14, T3S, R6W, U.S.B.&M. WHICH BEARS N68°45'30"W 1547.68' FROM THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S83°16'28"W 150.22'; THENCE S83°20'09"W 126.76'; THENCE S70°26'41"W 105.11'; THENCE S64°31'39"W 407.47'; THENCE S52°12'29"W 86.04'; THENCE S45°07'04"W 64.70'; THENCE S34°37'50"W 278.96' TO A POINT ON THE SOUTH LINE OF THE SW 1/4 SE 1/4 OF SAID SECTION 14, WHICH BEARS S89°46'13"W 2456.92' FROM THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S34°37'50"W 5.74'; THENCE S54°11'08"W 71.82'; THENCE S81°34'55"W 70.63'; THENCE S67°38'50"W 53.83'; THENCE S60°33'04"W 98.51'; THENCE S44°00'45"W 82.67'; THENCE S24°36'11"W 50.98'; THENCE S00°10'32"W 69.52'; THENCE S15°26'16"E 62.15'; THENCE S16°15'00"E 58.64'; THENCE S42°35'38"E 33.38' TO A POINT IN THE NE 1/4 NW 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S80°39'28"W 2784.10' FROM THE NORTHEAST CORNER OF SAID SECTION 23. 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 1.293 ACRES MORE OR LESS.

Legal Description of Pipeline Centerline for Wellsite #3-23-36 BTR

BEGINNING AT A POINT IN THE NE 1/4 NW 1/4 OF SECTION 23, T3S, R6W, U.S.B.&M. WHICH BEARS S80°56'32"W 2763.17' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N42°35'38"W 27.61'; THENCE N15°49'20"W 111.15'; THENCE N00°10'32"E 60.68'; THENCE N24°36'11"E 41.29'; THENCE N44°00'45"E 74.76'; THENCE N60°33'04"E 93.32'; THENCE N67°38'50"E 49.22'; THENCE N81°34'55"E 73.67'; THENCE N54°11'08"E 82.17'; THENCE N34°51'35"E 27.48' TO A POINT ON THE NORTH LINE OF THE NW 1/4 NE 1/4 OF SAID SECTION 23, WHICH BEARS S89°46'13"W 2426.40' FROM THE NORTHEAST CORNER OF SAID SECTION 23, THENCE N34°51'35"E 69.21'; THENCE N33°35'21"E 122.79'; THENCE N36°10'15"E 66.99'; THENCE N45°07'04"E 61.20'; THENCE N52°12'29"E 81.91'; THENCE N64°01'59"E 315.75'; THENCE N66°18'19"E 87.28'; THENCE N70°26'41"E 101.39'; THENCE N83°18'14"E 257.94'; THENCE N05°59'21"W 133.44'; THENCE N13°18'33"W 206.86'; THENCE N11°07'14"W 223.05'; THENCE N12°12'06"W 191.89'; THENCE N17°06'25"W 139.90' TO A POINT IN THE NW 1/4 SE 1/4 OF SECTION 14, T3S, R6W, U.S.B.&M. WHICH BEARS N49°22'58"W 2163.17' FROM THE SOUTHEAST CORNER OF SAID SECTION 14. THE SIDE LINES OF SAID

Exhibit B.2
Depiction of #3-23-36 BTR Wellsite and Access Road



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S83°16'28"W	150.22'
L2	S83°20'09"W	126.76'
L3	S70°26'41"W	105.11'
L4	S64°31'39"W	407.47'
L5	S52°12'29"W	86.04'
L6	S45°07'04"W	64.70'
L7	S34°37'50"W	278.96'
L8	S34°37'50"W	5.74'
L9	S54°11'08"W	71.82'
L10	S81°34'55"W	70.63'
L11	S67°38'50"W	53.83'
L12	S60°33'04"W	98.51'
L13	S44°00'45"W	82.67'
L14	S24°36'11"W	50.98'
L15	S00°10'32"W	69.52'
L16	S15°26'16"E	62.15'
L17	S16°15'00"E	58.64'
L18	S42°35'38"E	33.38'
L19	N47°35'27"E	125.28'
L20	S42°24'33"E	425.00'
L21	S47°35'27"W	320.00'

Exhibit C.1

Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #1-30-36 BTR

Legal Description of Wellsite #1-30-36 BTR

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS S35°55'05"W 1317.15' FROM THE NORTHEAST CORNER OF SAID SECTION 30, THENCE N89°57'51"W 167.04'; THENCE N00°02'09"E 425.00'; THENCE S89°57'51"E 320.00'; THENCE S00°02'09"W 425.00'; THENCE N89°57'51"W 152.96' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

Legal Description of Access Road Centerline for Wellsite #1-30-36 BTR

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

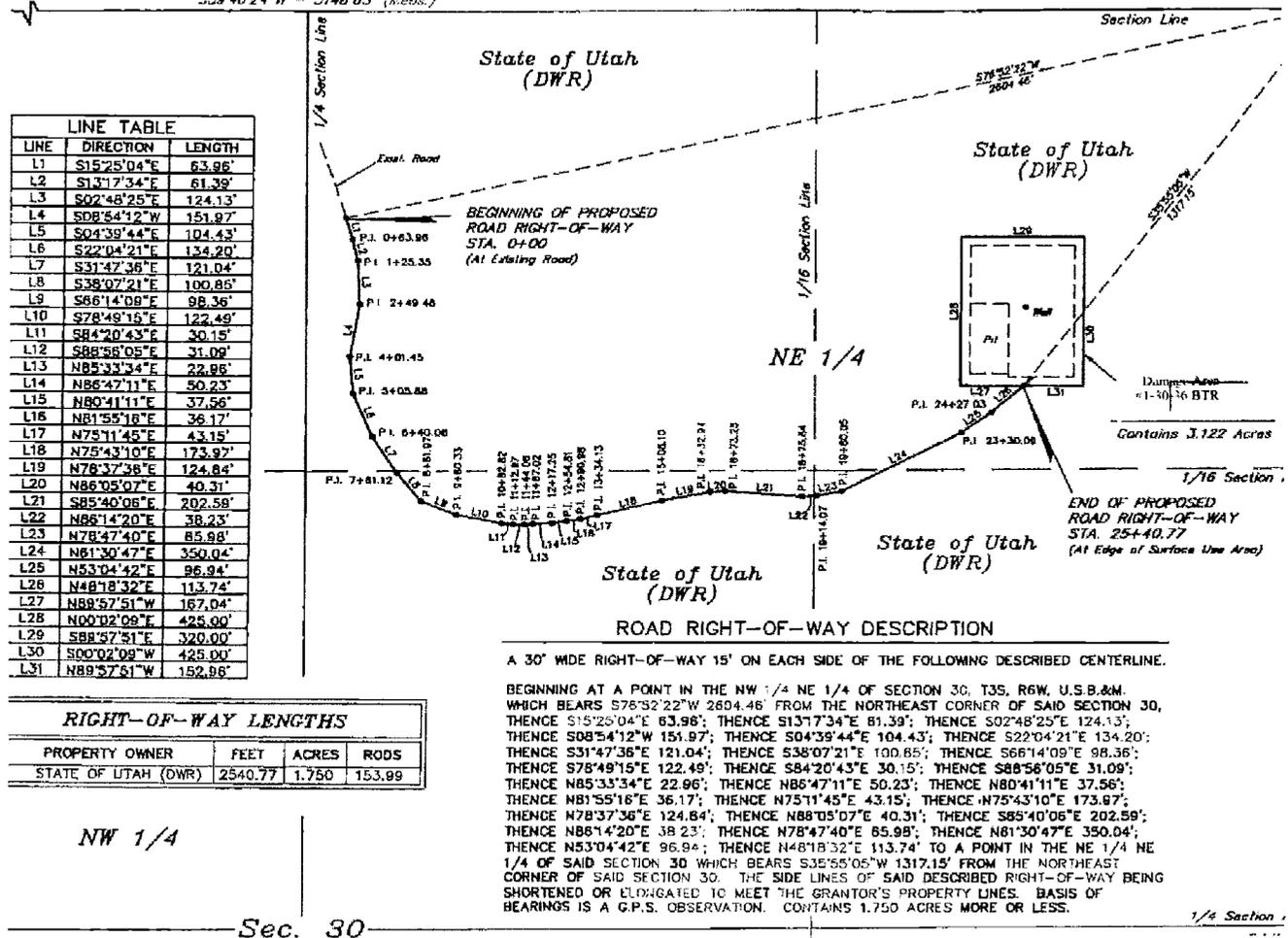
BEGINNING AT A POINT IN THE NW 1/4 NE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS S76°52'22"W 2604.46' FROM THE NORTHEAST CORNER OF SAID SECTION 30, THENCE S15°25'04"E 63.96'; THENCE S13°17'34"E 61.39'; THENCE S02°48'25"E 124.13'; THENCE S08°54'12"W 151.97'; THENCE S04°39'44"E 104.43'; THENCE S22°04'21"E 134.20'; THENCE S31°47'36"E 121.04'; THENCE S38°07'21"E 100.85'; THENCE S66°14'09"E 98.36'; THENCE S78°49'15"E 122.49'; THENCE S84°20'43"E 30.15'; THENCE S88°56'05"E 31.09'; THENCE N85°33'34"E 22.96'; THENCE N86°47'11"E 50.23'; THENCE N80°41'11"E 37.56'; THENCE N81°55'16"E 36.17'; THENCE N75°11'45"E 43.15'; THENCE N75°43'10"E 173.97'; THENCE N78°37'36"E 124.84'; THENCE N86°05'07"E 40.31'; THENCE S85°40'06"E 202.59'; THENCE N86°14'20"E 38.23'; THENCE N78°47'40"E 65.98'; THENCE N61°30'47"E 350.04'; THENCE N53°04'42"E 96.94'; THENCE N48°18'32"E 113.74' TO A POINT IN THE NE 1/4 NE 1/4 OF SAID SECTION 30 WHICH BEARS S35°55'05"W 1317.15' FROM THE NORTHEAST CORNER OF SAID SECTION 30. 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 1.750 ACRES MORE OR LESS.

Legal Description of Pipeline Centerline for Wellsite #1-30-36 BTR

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

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS S34°34'20"W 1295.50' FROM THE NORTHEAST CORNER OF SAID SECTION 30, THENCE S48°18'32"W 142.81'; THENCE S53°04'42"W 99.83'; THENCE S61°30'47"W 355.68'; THENCE S78°47'40"W 71.41'; THENCE S86°14'20"W 41.63'; THENCE N85°40'06"W 202.55'; THENCE S86°05'07"W 38.88'; THENCE S78°37'36"W 122.57'; THENCE S75°43'10"W 173.22'; THENCE S75°11'45"W 44.50'; THENCE S81°55'16"W 37.37'; THENCE S80°41'11"W 38.62'; THENCE S86°47'11"W 51.30'; THENCE S85°33'34"W 23.90'; THENCE N88°56'05"W 33.30'; THENCE N84°20'43"W 32.36'; THENCE N78°49'15"W 126.45'; THENCE N66°14'09"W 107.37'; THENCE N38°07'21"W 108.49'; THENCE N31°47'36"W 124.55'; THENCE N22°04'21"W 140.15'; THENCE N04°39'44"W 111.23'; THENCE N08°54'12"E 152.38'; THENCE N02°48'25"W 119.28'; THENCE N30°18'02"W 35.77' TO A POINT IN THE NW 1/4 NE 1/4 OF SAID SECTION 30 WHICH BEARS S74°56'31"W 2638.79' FROM THE NORTHEAST CORNER OF SAID SECTION 30. 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 1.745 ACRES MORE OR LESS.

Exhibit C.2 Depiction of #1-30-36 BTR Wellsite and Access Road



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S15°25'04"E	63.96'
L2	S13°17'34"E	61.39'
L3	S02°48'25"E	124.13'
L4	S08°54'12"W	151.97'
L5	S04°39'44"E	104.43'
L6	S22°04'21"E	134.20'
L7	S31°47'36"E	121.04'
L8	S38°07'21"E	100.85'
L9	S66°14'08"E	98.36'
L10	S78°49'15"E	122.49'
L11	S84°20'43"E	30.15'
L12	S88°56'05"E	31.09'
L13	N85°33'34"E	22.96'
L14	N86°47'11"E	50.23'
L15	N80°41'11"E	37.56'
L16	N81°55'18"E	36.17'
L17	N75°11'45"E	43.15'
L18	N75°43'10"E	173.97'
L19	N78°37'36"E	124.84'
L20	N86°05'07"E	40.31'
L21	S85°40'06"E	202.58'
L22	N86°14'20"E	38.23'
L23	N78°47'40"E	85.98'
L24	N81°30'47"E	350.04'
L25	N53°04'42"E	96.94'
L26	N48°18'32"E	113.74'
L27	N88°57'51"W	167.04'
L28	N00°02'09"E	425.00'
L29	S88°57'51"E	320.00'
L30	S00°02'09"W	425.00'
L31	N89°57'51"W	152.98'

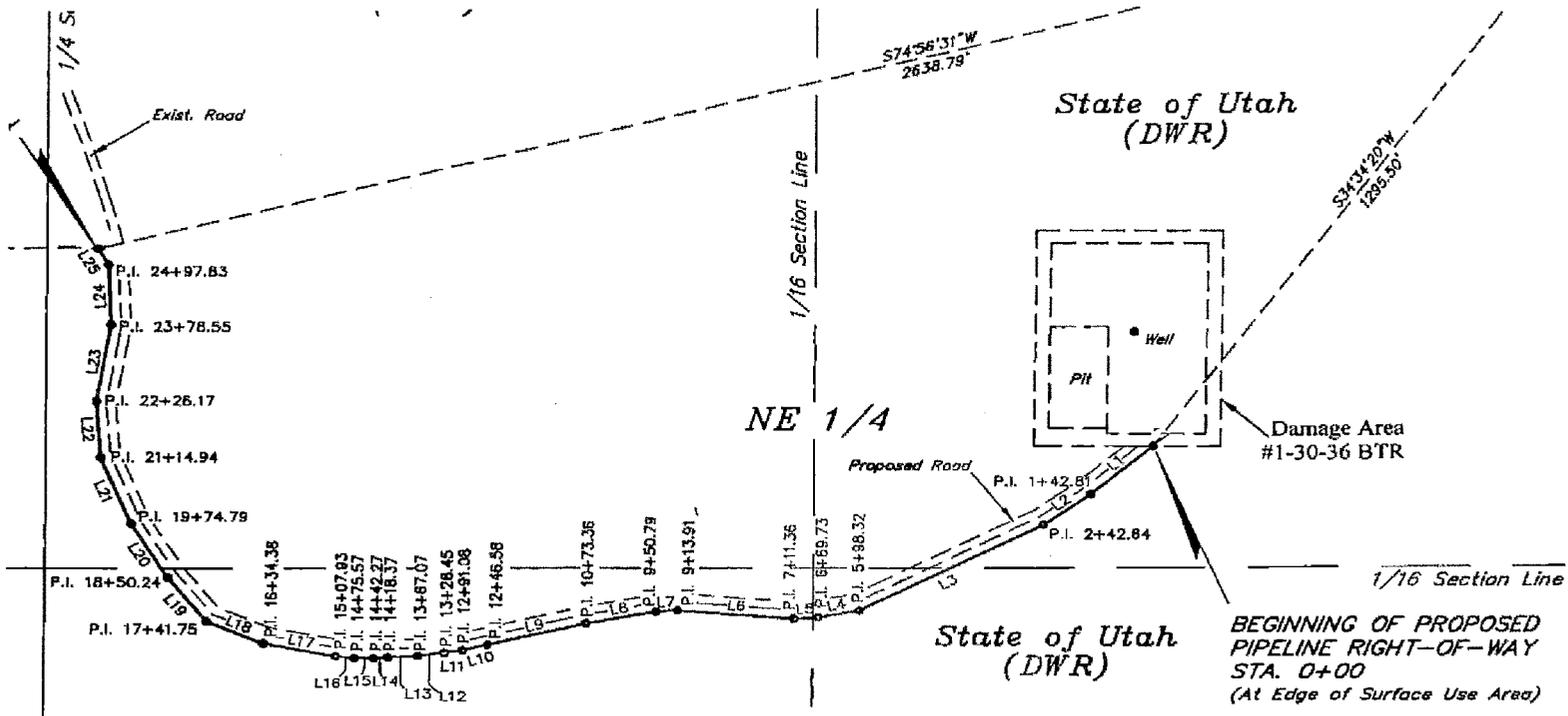
RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH (DWR)	2540.77	1.750	153.99

ROAD RIGHT-OF-WAY DESCRIPTION

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

BEGINNING AT A POINT IN THE NW 1/4 NE 1/4 OF SECTION 30, T35, R6W, U.S.B.&M. WHICH BEARS S78°52'22"W 2604.46' FROM THE NORTHEAST CORNER OF SAID SECTION 30, THENCE S15°25'04"E 63.96'; THENCE S13°17'34"E 61.39'; THENCE S02°48'25"E 124.13'; THENCE S08°54'12"W 151.97'; THENCE S04°39'44"E 104.43'; THENCE S22°04'21"E 134.20'; THENCE S31°47'36"E 121.04'; THENCE S38°07'21"E 100.85'; THENCE S66°14'08"E 98.36'; THENCE S78°49'15"E 122.49'; THENCE S84°20'43"E 30.15'; THENCE S88°56'05"E 31.09'; THENCE N85°33'34"E 22.96'; THENCE N86°47'11"E 50.23'; THENCE N80°41'11"E 37.56'; THENCE N81°55'18"E 36.17'; THENCE N75°11'45"E 43.15'; THENCE N75°43'10"E 173.97'; THENCE N78°37'36"E 124.84'; THENCE N88°05'07"E 40.31'; THENCE N85°40'06"E 202.58'; THENCE N86°14'20"E 38.23'; THENCE N78°47'40"E 85.98'; THENCE N81°30'47"E 350.04'; THENCE N53°04'42"E 96.94'; THENCE N48°18'32"E 113.74' TO A POINT IN THE NE 1/4 NE 1/4 OF SAID SECTION 30 WHICH BEARS S35°55'05"W 1317.15' FROM THE NORTHEAST CORNER OF SAID SECTION 30. 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 1.750 ACRES MORE OR LESS.

Exhibit C.3
Depiction of Pipeline for #1-30-36-BTR Wellsite



LINE T/A	
LINE	DIRECTI
L1	S48°18'3
L2	S53°04'4
L3	S61°30'4
L4	S78°47'4
L5	S86°14'2
L6	N85°40'0
L7	S86°06'0
L8	S78°37'3
L9	S75°43'1
L10	S75°11'4
L11	S81°55'1
L12	S80°41'1
L13	S86°47'1
L14	S85°33'3
L15	N88°56'0
L16	N84°20'4
L17	N78°49'1
L18	N66°14'0
L19	N38°07'2
L20	N31°47'3
L21	N22°04'2
L22	N04°39'4
L23	N08°54'1
L24	N02°48'2
L25	N30°18'0

Exhibit D.1

Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #16-30-36 BTR

Legal Description Wellsite #16-30-36 BTR

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N40°28'30"W 1234.99' FROM THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE S28°00'57"W 204.05'; THENCE N61°59'03"W 425.00'; THENCE N28°00'57"E 320.00'; THENCE S61°59'03"E 425.00'; THENCE S28°00'57"W 115.95' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

Legal Description of Access Road Centerline for Wellsite #16-30-36 BTR

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

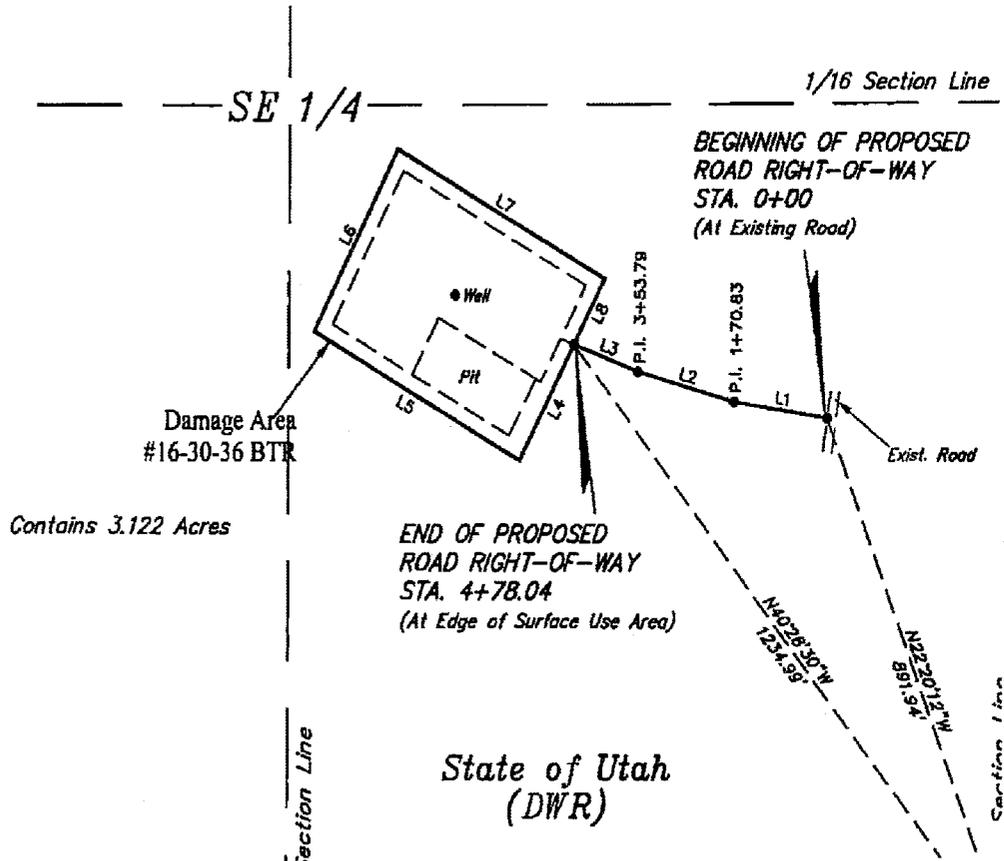
BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N22°20'12"W 891.94' FROM THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE N81°27'27"W 170.83'; THENCE N75°08'35"W 182.96'; THENCE N70°10'35"W 124.25' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 30 WHICH BEARS N40°28'30"W 1234.99' FROM THE SOUTHEAST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.329 ACRES MORE OR LESS.

Legal Description of Pipeline Centerline for Wellsite #16-30-36 BTR

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

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N39°23'35"W 1244.47' FROM THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE S70°10'35"E 119.57'; THENCE S75°08'35"E 180.50'; THENCE S81°27'27"E 210.42' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 30 WHICH BEARS N19°15'35"W 893.59' FROM THE SOUTHEAST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.352 ACRES MORE OR LESS.

Exhibit D.2
Depiction of #16-30-36 BTR Wellsite and Access Road

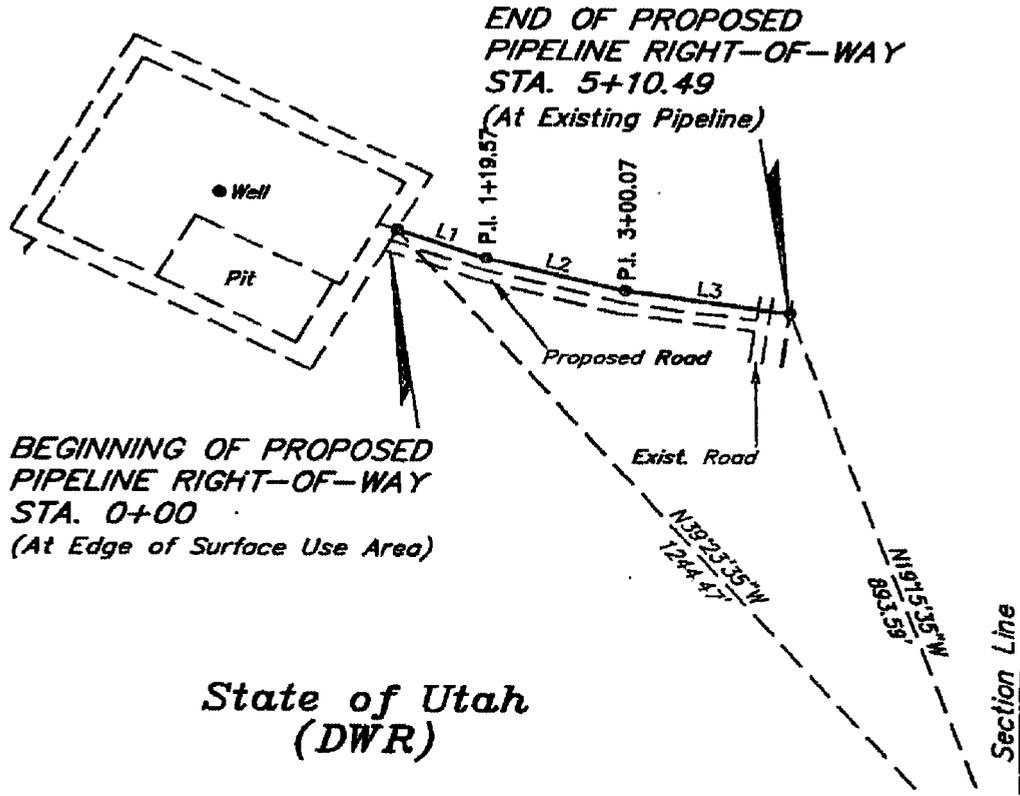


LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N81°27'27"W	170.83'
L2	N75°08'35"W	182.96'
L3	N70°10'35"W	124.25'
L4	S28°00'57"W	204.05'
L5	N61°59'03"W	425.00'
L6	N28°00'57"E	320.00'
L7	S61°59'03"E	425.00'
L8	S28°00'57"W	115.95'

RIGHT-OF-WAY LENGTHS

PROPERTY OWNER	FEET	ACRES
STATE OF UTAH (DWR)	478.04	0.329

Exhibit D.3
Depiction of Pipeline for #16-30-36-BTR Wellsite



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S70°10'35"E	119.57'
L2	S75°08'35"E	180.50'
L3	S81°27'27"E	210.42'

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH (DWR)	510.49	0.352	30.94

Exhibit E.1

Legal Descriptions of Wellsite, and Access Road and Pipeline Centerlines for Wellsite #16-16-36 BTR

Legal Description of Wellsite #16-16-36 BTR

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N47°30'20"W 1438.27' FROM THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE N36°18'51"E 137.15'; THENCE S53°41'09"E 425.00'; THENCE S36°18'51"W 320.00'; THENCE N53°42'27"W 425.00'; THENCE N36°18'51"E 182.85' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.122 ACRES MORE OR LESS.

Legal Description of Access Road Centerline for Wellsite #16-16-36 BTR

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

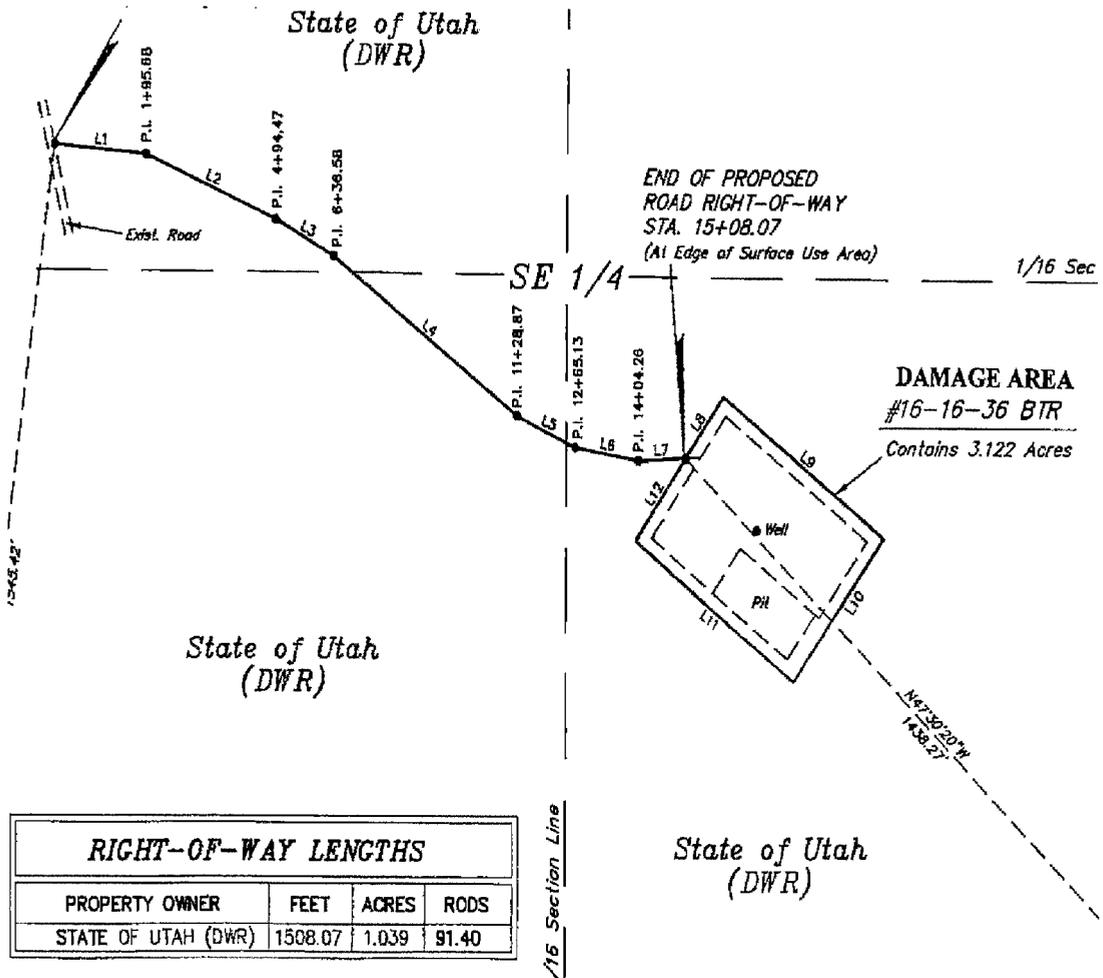
BEGINNING AT A POINT IN THE NW 1/4 SE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N08°02'07"E 1545.42' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 16, THENCE S85°00'48"E 195.68'; THENCE S67°24'59"E 298.79'; THENCE S62°18'44"E 142.11'; THENCE S54°26'28"E 492.29'; THENCE S66°14'04"E 136.26'; THENCE S80°38'21"E 139.13'; THENCE N87°01'45"E 103.81' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 16 WHICH BEARS N47°30'20"W 1438.27' FROM THE SOUTHEAST CORNER OF SAID SECTION 16. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.039 ACRES MORE OR LESS.

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

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

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N46°13'47"W 1442.11' FROM THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE S87°01'45"W 121.56'; THENCE N80°38'21"W 133.27'; THENCE N66°14'04"W 130.52'; THENCE N54°26'28"W 491.43'; THENCE N62°18'44"W 144.94'; THENCE N67°24'59"W 303.77'; THENCE N84°59'08"W 243.50' TO A POINT IN THE NW 1/4 SE 1/4 OF SAID SECTION 16 WHICH BEARS N06°23'00"E 1568.82' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 16. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.081 ACRES MORE OR LESS.

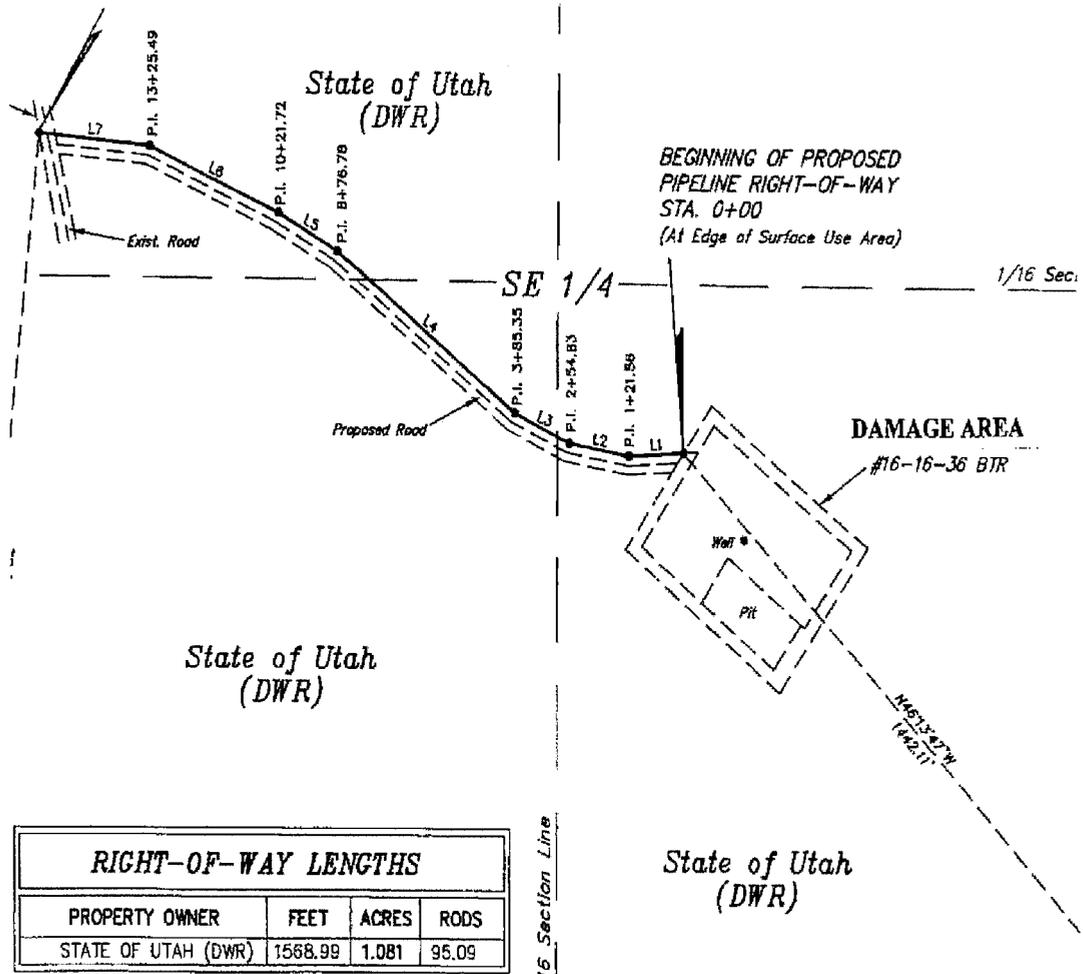
Exhibit E.2
Depiction of #16-16-36 BTR Wellsite and Access Road



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH (DWR)	1508.07	1.039	91.40

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S85°00'48"E	195.68'
L2	S67°24'59"E	298.79'
L3	S62°18'44"E	142.11'
L4	S54°26'28"E	492.29'
L5	S66°14'04"E	136.26'
L6	S80°38'21"E	139.13'
L7	N87°01'45"E	103.81'
L8	N36°18'51"E	137.15'
L9	S53°41'09"E	425.00'
L10	S36°18'51"W	320.00'
L11	N53°42'27"W	425.00'
L12	N36°18'51"E	182.85'

**Exhibit E.3
Depiction of Pipeline for #16-16-36-BTR Wellsite**



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S87°01'45"W	121.56'
L2	N80°38'21"W	133.27'
L3	N66°14'04"W	130.52'
L4	N54°26'28"W	491.43'
L5	N62°18'44"W	144.94'
L6	N67°24'59"W	303.77'
L7	N84°59'08"W	243.50'

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

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

Existing Roads:

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

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

Planned Access Roads:

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

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

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

The following guidelines will apply if the well is productive:

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

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

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

Location and Type of Water Supply

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

Source of Construction Materials:

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

Exhibit F (cont'd)
Surface Use Plan
Bill Barrett Corporation
2009 – 2010-Development Program

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

Existing Roads:

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

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

Planned Access Roads:

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

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

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

The following guidelines will apply if the well is productive:

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

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

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

Location and Type of Water Supply

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

Source of Construction Materials:

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

Exhibit F (cont'd)
Surface Use Plan
Bill Barrett Corporation
2009 – 2010-Development Program

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 F (cont'd)
Surface Use Plan
Bill Barrett Corporation
2009 – 2010-Development Program

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 UDW. Abandoned well sites, roads, and other disturbed areas will be restored as near as practical to their original condition. Where applicable, these conditions may include the re-establishment of irrigation systems, the re-establishment of appropriate soil conditions, and the re-establishment of vegetation as specified.

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

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

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

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

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

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

If topsoil must be stored for more than one year:

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

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

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

Exhibit F (cont'd)
Surface Use Plan
Bill Barrett Corporation
2009 – 2010-Development Program

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 G
Reclamation Bond Number LPM8986634

Bond Number LPM8986634

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 Obligees, in the sum of One Million Five Hundred Seventy Seven Thousand and no/100 Dollars (\$1,577,000.00) 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 054 for the following well sites: 1-23-36 BTR, 3-23-36 BTR, 1-30-36 BTR, 16-30-36 BTR, and 16-16-36 BTR and their supporting roads and pipelines for the term beginning the 25th of January 2010 and ending the 25th of January 2011 to cover the term of said License or Permit.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of this lease according to the requirements of the ordinance of said 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 January 25, 2011 and will continue with a Continuation Certificate signed by Principal and Surety.

SIGNED, SEALED and DATED this 25th day of January 2010

Bill Barrett Corporation

Principal

By: Huntington T. Walker

Huntington T. Walker

Sr. Vice President - Land

Fidelity and Deposit Company of Maryland

Surety

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



Exhibit G (cont'd)
Reclamation Bond Number LPM8986634

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: *David S. Hewett*

Gregory E. Murray Assistant Secretary David S. Hewett Vice President

State of Maryland }
City of Baltimore } ss:

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 deposed and said, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

Exhibit G (cont'd)
Reclamation Bond Number LPM8986634

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have herunto subscribed my name and affixed the corporate seals of the said Companies,

this 25th day of January 2010

Lisa D. Baroff
Assistant Secretary

Exhibit H

COOPERATIVE AGREEMENT

between

BILL BARRETT CORPORATION

and the

UTAH DIVISION OF WILDLIFE RESOURCES

for

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

WHEREAS, Bill Barrett Corporation ("BBC") and their agents/contractors, desire to construct well pads, roads, and pipelines, and drill five (5) oil and natural gas wells, said wells specifically identified as wells #1-23-36 BTR, #3-23-36 BTR, #1-30-36 BTR, #16-30-36 BTR, and #16-16-36, beginning in the Summer, 2011 and running until completion without having to undergo delays related to winter wildlife closures during the term of this agreement; and,

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

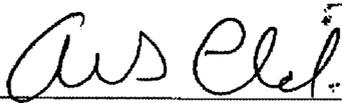
WHEREAS, the Division has assessed wildlife habitat conditions in the area, and identified specific opportunities to compensate for unavoidable effects of oil and gas field related disturbance by instituting specific wildlife habitat restoration practices which would yield substantial benefits for wildlife;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

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

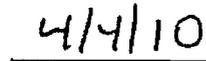
NOW, THEREFORE, let this document serve to capture the essence of the agreement by BBC and DWR, to the effect that BBC has or will issue to DWR a single, **Twenty-six Thousand Dollar (\$26,000)** compensatory mitigation payment, plus a **Five-Thousand, Two-Hundred Dollar (\$5,200)** payment for each well in the process of being drilled or completed at any time between the dates of December 1 and April 15 (winter closure period) during the term of this agreement, specifically intended to enable DWR to conduct several hundred acres of habitat restoration, situated reasonably near the originally impacted wildlife habitats, as DWR determined would be most effective for benefiting wildlife populations of the area. The funds may be used for any related expense pertaining to such wildlife habitat treatments as may be conducted in the general area, but not for unrelated purposes or distantly removed locations.

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

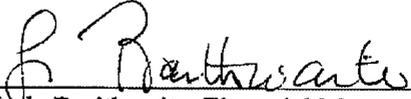
FINAL COPY



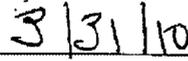
James F. Karpowitz, Director
Utah Division of Wildlife Resources
Salt Lake City, UT



Date



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



Date



November 14, 2008

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

16-16-36 BTR
Utah Division of Wildlife Resource Surface/Tribal Minerals
SESE, Section 16-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 on October 8th and 9th, 2008. The report, MOAC Report No. 08-278, dated November 12, 2008 indicates no cultural resources were found. A copy of this report is enclosed. 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 18 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
16-16-36 BTR
Duchesne County, Utah

HAZARDOUS MATERIAL DECLARATION

WELL NO. # 16-16-36 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.

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

DRILLING PLAN

BILL BARRETT CORPORATION
 # 16-16-36 BTR
 SHL: SE/4 SE/4, 844' FSL & 905' FEL, Section 16-T3S-R6W
 BHL: SE/4 SE/4, 844' FSL & 905' FEL, Section 16-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	3,835'
Douglas Creek	6,797'
Black Shale	7,485'
Castle Peak	7,633'
Wasatch	8,369' *
TD	10,728'

*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 run BBC intends to have a minimum of 200' of liner overlap.

5. Cementing Program

A) Planned Program

9 5/8" Surface Casing	Approximately 770 sx Halliburton Light Premium with additives mixed at 12.7 ppg (yield = 1.82 ft ³ /sx) circulated to surface with 75% excess. Approximately 230 sx Halliburton Premium Plus cement with additives mixed at 15.8 ppg (yield = 1.20 ft ³ /sx).
5 ½" Production Casing	Approximately 380 sx Halliburton Hi-Fill Modified cement with additives mixed at 10.7 ppg (yield = 2.92 ft ³ /sx). Approximately 300 sx Halliburton Tuned Light RS-1 cement with additives mixed at 11.5 ppg (yield = 3.21 ft ³ /sx). Top of cement to be determined by log and sample evaluation; estimated TOC 2,500'.

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

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 4917 psi* and maximum anticipated surface pressure equals approximately 2656 psi** (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

Bill Barrett Corporation
Drilling Program
16-16-36 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

**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 – SW/4, Section 15, T3S, R6W
Abandoned wells – NE/4, Section 15, T3S, R6W
 NE/4, Section 16, T3S, R6W
 SW/4, Section 16, T3S, R6W
 NE/4, Section 21, T3S, R6W
Disposal wells – None.
Drilling wells – None.
Producing wells – SW/4, Section 15, T3S, R6W
 SW/4, Section 22, 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 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-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.

11/14/2008
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 # 16-16-36 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 11/14/08 Reed Haddock
(Signature) (Date) (Printed)

Position Title Permit Analyst

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

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

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

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

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

E-mail (optional) mangus@billbarrettcorp.com

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

LEASE CERTIFICATION

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

SURFACE OWNERSHIP

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

16-16-36 BTR Proposed Cementing Program

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

<u>Job Recommendation</u>	<u>Production Casing</u>
Lead Cement - (6985' - 3000')	
Halliburton Hi-Fill Modified	Fluid Weight: 10.7 lbm/gal
0.2% HR-5	Slurry Yield: 2.92 ft ³ /sk
0.25 lbm/sk Poly-E-Flake	Total Mixing Fluid: 17.26 Gal/sk
5.0 lbm/sk Gilsonite	Top of Fluid: 3,000'
	Calculated Fill: 3,985'
	Volume: 197.19 bbl
	Proposed Sacks: 380 sks
Tail Cement - (10278' - 6985')	
Halliburton Tuned Light RS-1	Fluid Weight: 11.5 lbm/gal
0.2% Super CBL	Slurry Yield: 3.21 ft ³ /sk
0.2% HR-5	Total Mixing Fluid: 18.56 Gal/sk
	Top of Fluid: 6,985'
	Calculated Fill: 3,293'
	Volume: 162.97 bbl
	Proposed Sacks: 300 sks

Well name:

BTR General

Operator: **Bill Barrett Corporation**

String type: Surface

Location: Duchesne County, UT

Design parameters:

Collapse

Mud weight: 8.90 ppg

Design is based on evacuated pipe.

Burst

Max anticipated surface

pressure: 911 psi

Internal gradient: 0.22 psi/ft

Calculated BHP 1,351 psi

No backup mud specified.

Minimum design factors:

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

Tension:

8 Round STC: 1.80 (J)

8 Round LTC: 1.80 (J)

Buttress: 1.80 (J)

Premium: 1.80 (J)

Body yield: 1.80 (B)

Tension is based on buoyed weight.

Neutral point: 1,737 ft

Environment:

H2S considered? No

Surface temperature: 70.00 °F

Bottom hole temperature: 94 °F

Temperature gradient: 1.22 °F/100ft

Minimum section length: 1,500 ft

Cement top: Surface

Non-directional string.

Re subsequent strings:

Next setting depth: 9,500 ft

Next mud weight: 10.600 ppg

Next setting BHP: 5,231 psi

Fracture mud wt: 13.000 ppg

Fracture depth: 2,000 ft

Injection pressure 1,351 psi

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft³)
1	2000	9.625	36.00	J-55	ST&C	2000	2000	8.796	142.4
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	925	2020	2.185	1351	3520	2.61	63	394	6.30 J

Prepared Dominic Spencer
by: Bill Barrett

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

Date: September 2,2008
Denver, Colorado

Remarks:

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

Burst strength is not adjusted for tension.

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

Well name:

BTR General

Operator: **Bill Barrett Corporation**

String type: Production

Location: Duchesne County, UT

Design parameters:

Collapse

Mud weight: 10.60 ppg

Design is based on evacuated pipe.

Minimum design factors:

Collapse:

Design factor: 1.125

Burst:

Design factor: 1.00

Environment:

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

Cement top: 2,000 ft

Burst

Max anticipated surface

pressure: 3,141 psi

Internal gradient: 0.22 psi/ft

Calculated BHP: 5,231 psi

No backup mud specified.

Tension:

8 Round STC: 1.80 (J)

8 Round LTC: 1.80 (J)

Buttress: 1.80 (J)

Premium: 1.80 (J)

Body yield: 1.80 (B)

Non-directional string.

Tension is based on buoyed weight.

Neutral point: 7,973 ft

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

Prepared Dominic Spencer
by: Bill Barrett

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

Date: September 2, 2008
Denver, Colorado

Remarks:

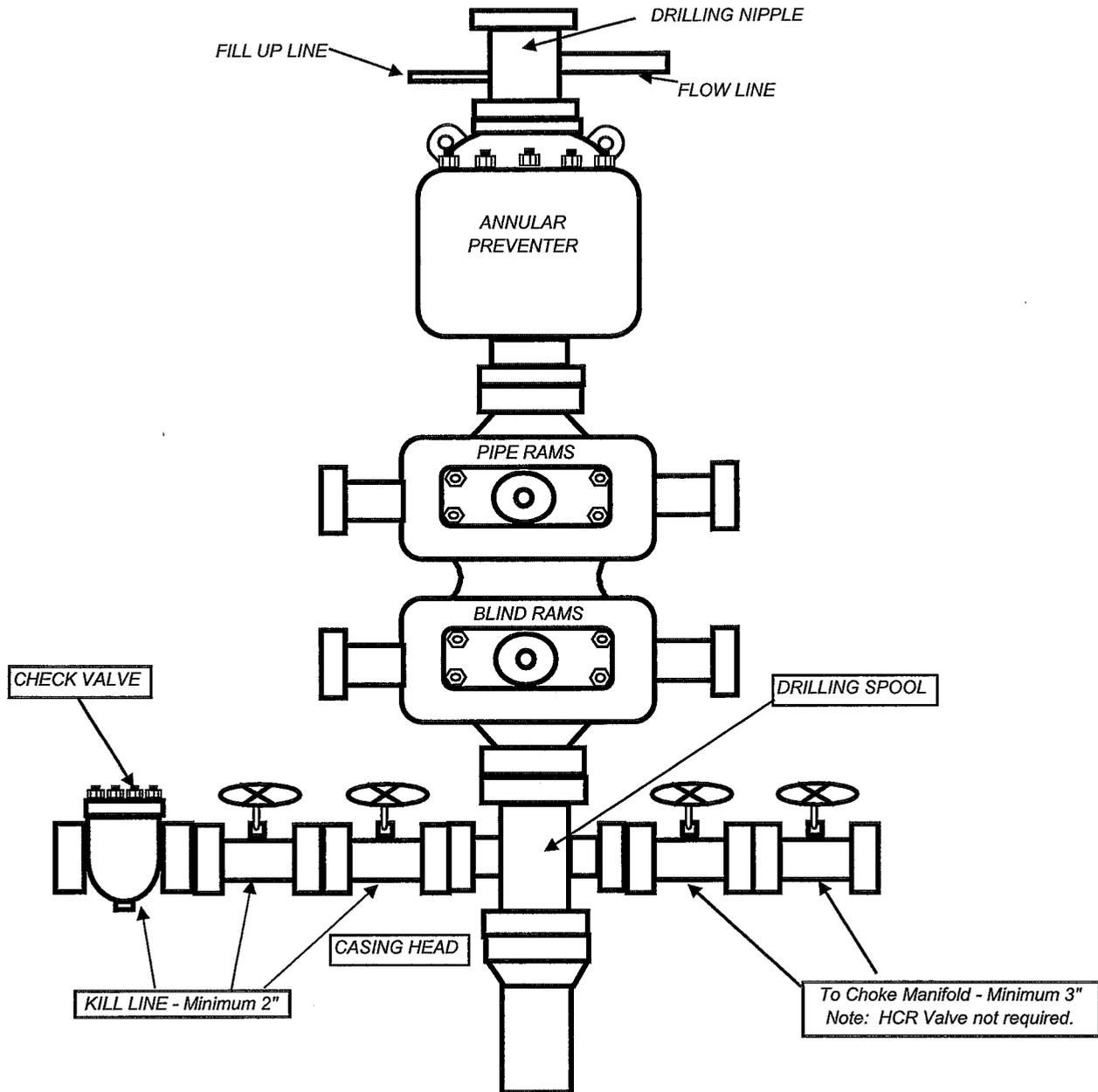
Collapse is based on a vertical depth of 9500 ft, a mud weight of 10.6 ppg. The casing is considered to be evacuated for collapse purposes. Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

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

BILL BARRETT CORPORATION

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



BILL BARRETT CORPORATION
#16-16-36 BTR
SECTION 16, T3S, R6W, U.S.B.&M.

PROCEED IN A WESTERLY DIRECTION FROM DUCHESNE, UTAH ALONG U.S. HIGHWAY 40 APPROXIMATELY 6.9 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTHEAST; TURN RIGHT AND PROCEED IN A NORTHEASTELY DIRECTION APPROXIMATELY 0.3 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTH; TURN LEFT AND PROCEED IN A NORTHERLY DIRECTION APPROXIMATELY 1.0 MILES TO THE JUCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTHWEST; TURN LEFT AND PROCEED IN A NORTHWESTERLY DIRECTION APPROXIMATELY 3.0 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTHWEST; TURN RIGHT AND PROCEED IN A NORTHWESTERLY DIRECTION APPROXIMATELY 0.8 MILES TO THE BEGINNING OF THE PROPOSED ACCESS TO THE SOUTHEAST; FOLLOW ROAD FLAGS IN A SOUTHEASTERLY DIRECTION APPROXIMATELY 0.3 MILES TO THE PROPOSED WELL LOCATION.

TOTAL DISTANCE FROM DUCHESNE, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 12.3 MILES.

BILL BARRETT CORPORATION

#16-16-36 BTR

LOCATED IN DUCHESNE COUNTY, UTAH
SECTION 16, T3S, R6W, U.S.B.&M.

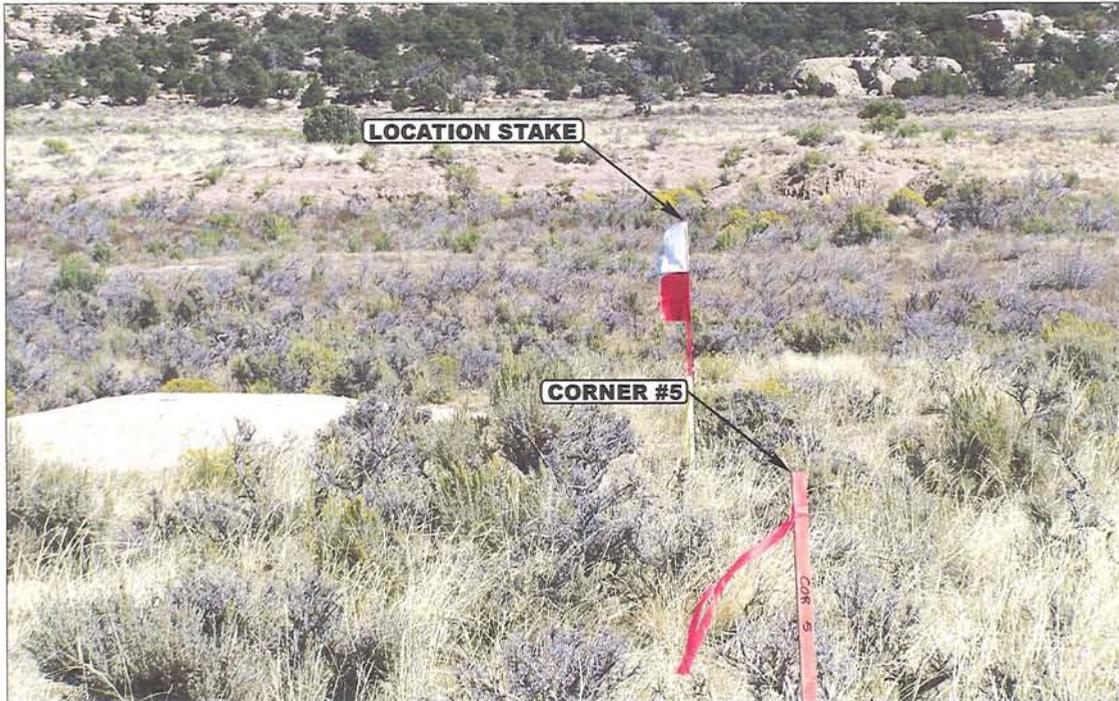


PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKE

CAMERA ANGLE: NORTHEASTERLY



PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS

CAMERA ANGLE: SOUTHEASTERLY



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

TOPOGRAPHIC 10 14 08
MAP MONTH DAY YEAR
TAKEN BY: D.R. DRAWN BY: Z.L. REVISED: 00-00-00

PHOTO

- Since 1964 -

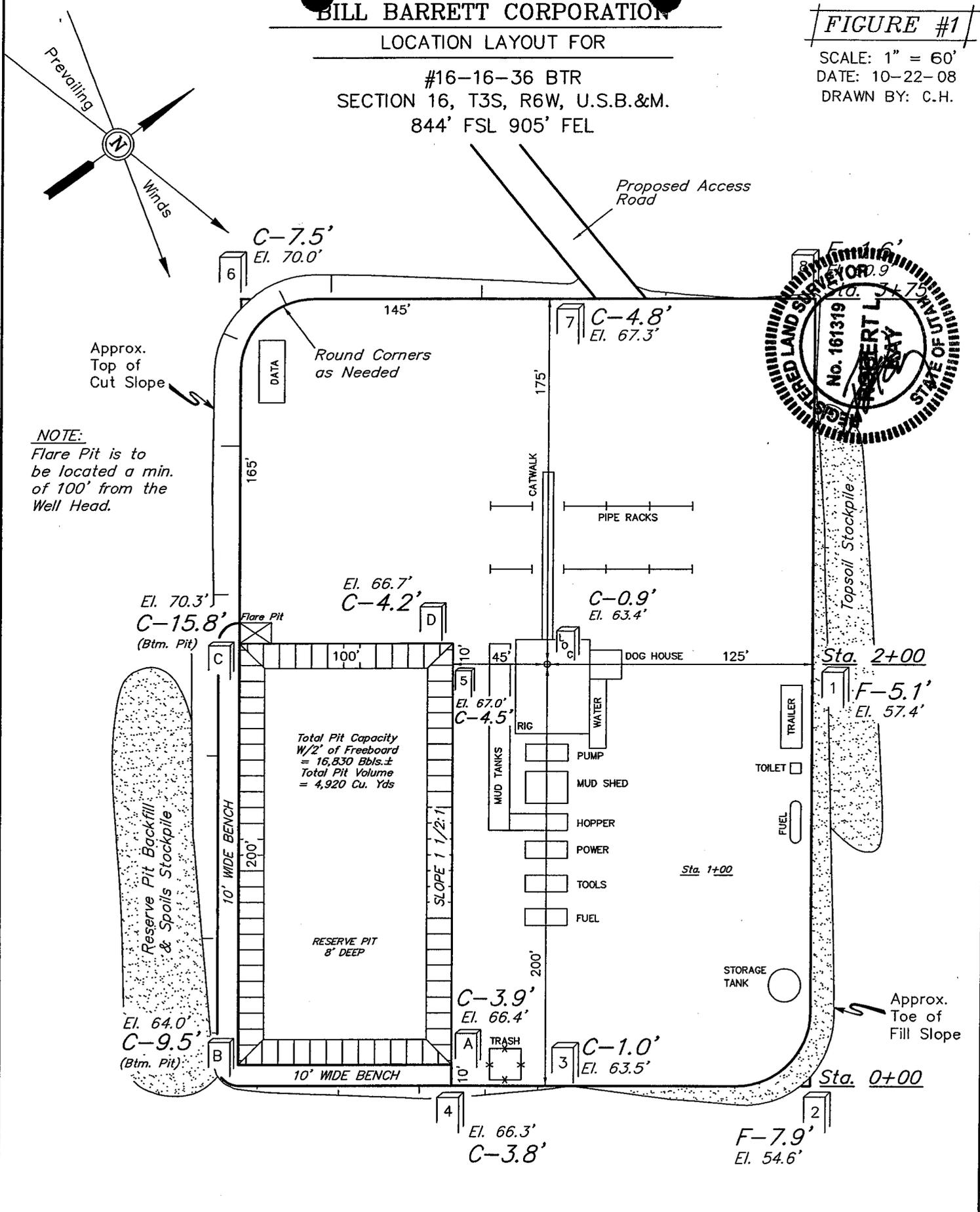
BILL BARRETT CORPORATION

LOCATION LAYOUT FOR

#16-16-36 BTR
SECTION 16, T3S, R6W, U.S.B.&M.
844' FSL 905' FEL

FIGURE #1

SCALE: 1" = 60'
DATE: 10-22-08
DRAWN BY: C.H.



NOTE:
Flare Pit is to be located a min. of 100' from the Well Head.

Total Pit Capacity
W/2" of Freeboard
= 16,830 Bbls.±
Total Pit Volume
= 4,920 Cu. Yds

Reserve Pit Backfill
& Spoils Stockpile

Elev. Ungraded Ground at Location Stake = 6063.4'
Elev. Graded Ground at Location Stake = 6062.5'

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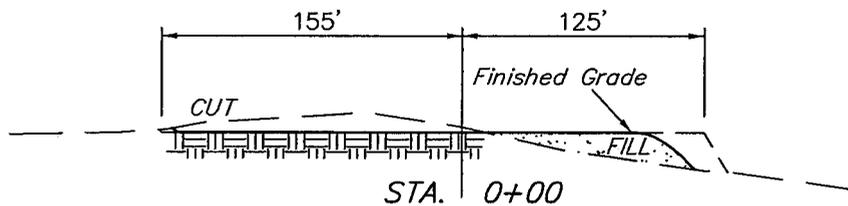
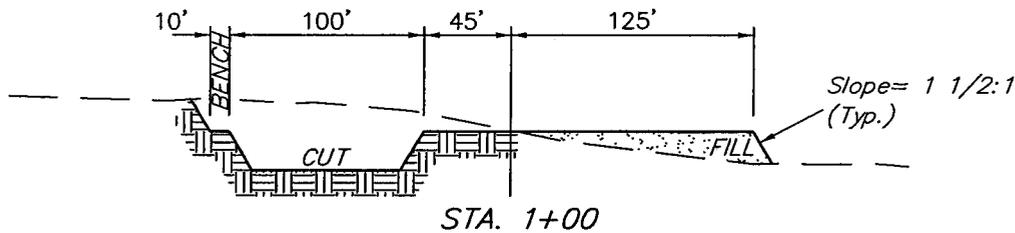
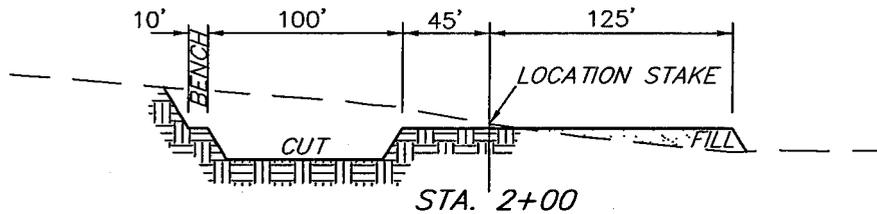
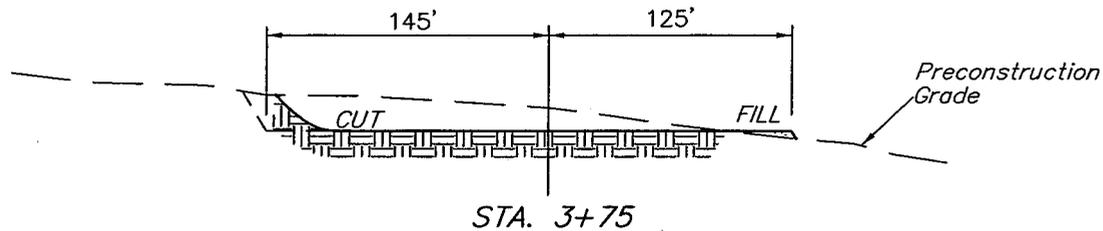
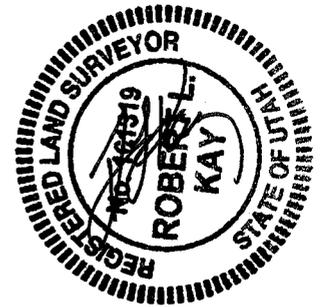
TYPICAL CROSS SECTIONS FOR

#16-16-36 BTR
SECTION 16, T3S, R6W, U.S.B.&M.
844' FSL 905' FEL

FIGURE #2

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

DATE: 10-22-08
DRAWN BY: C.H.



NOTE:

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

APPROXIMATE ACREAGES

WELL SITE DISTURBANCE = ±3.122 ACRES
ACCESS ROAD DISTURBANCE = ±1.039 ACRES
PIPELINE DISTURBANCE = ±1.081 ACRES

TOTAL = ±5.242 ACRES

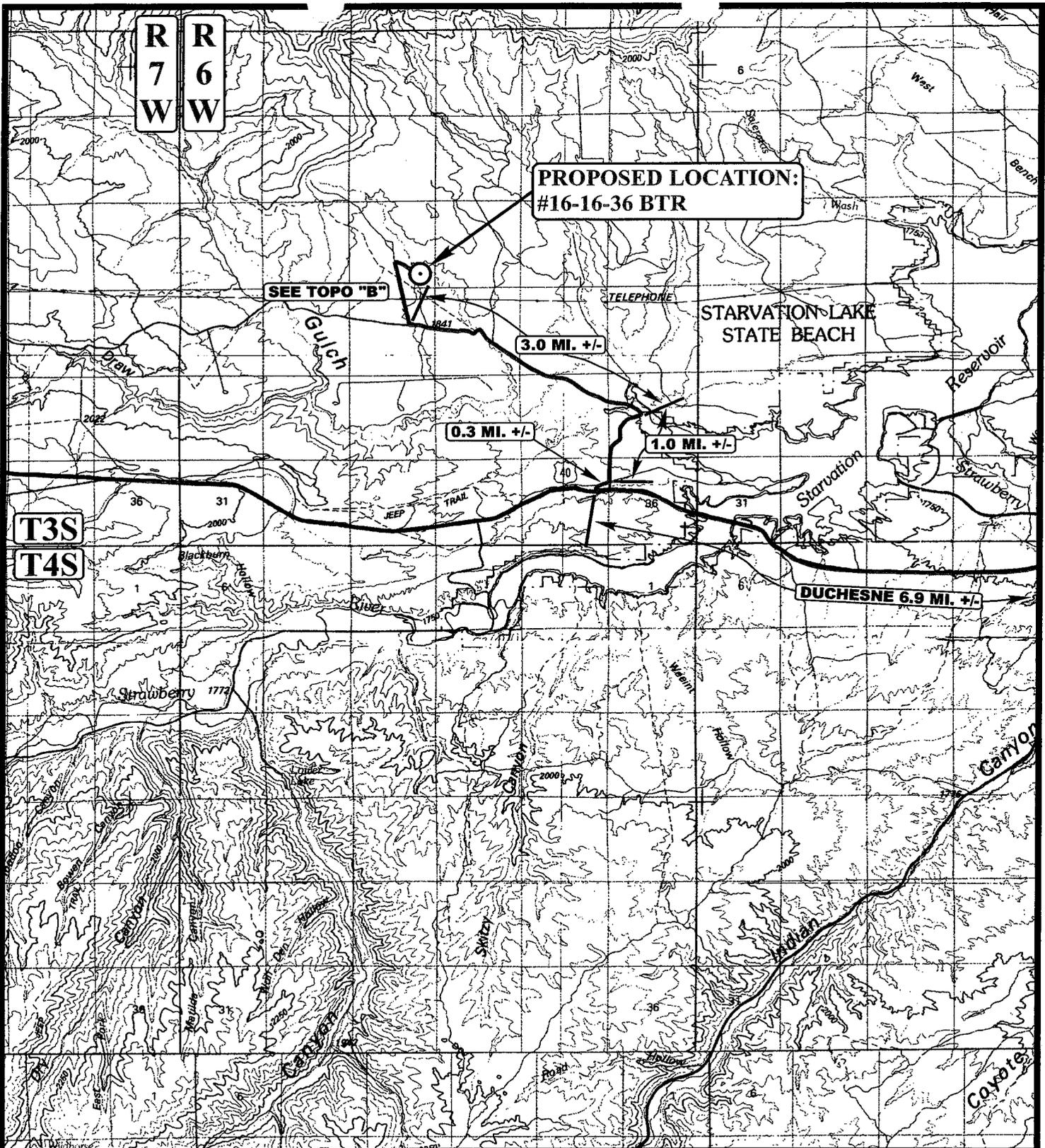
* NOTE:
FILL QUANTITY INCLUDES 5% FOR COMPACTION

APPROXIMATE YARDAGES

CUT
(6") Topsoil Stripping = 2,140 Cu. Yds.
Remaining Location = 15,410 Cu. Yds.
TOTAL CUT = 17,550 CU.YDS.
FILL = 5,040 CU.YDS.

EXCESS MATERIAL = 12,510 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.) = 4,600 Cu. Yds.
EXCESS UNBALANCE = 7,910 Cu. Yds.
(After Interim Rehabilitation)

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

SEE TOPO "B"

**STARVATION LAKE
STATE BEACH**

T3S

T4S

DUCHESNE 6.9 MI. +/-

LEGEND:

⊙ PROPOSED LOCATION



BILL BARRETT CORPORATION

#16-16-36 BTR

SECTION 16, T3S, R6W, U.S.B.&M.

844' FSL 905' FEL



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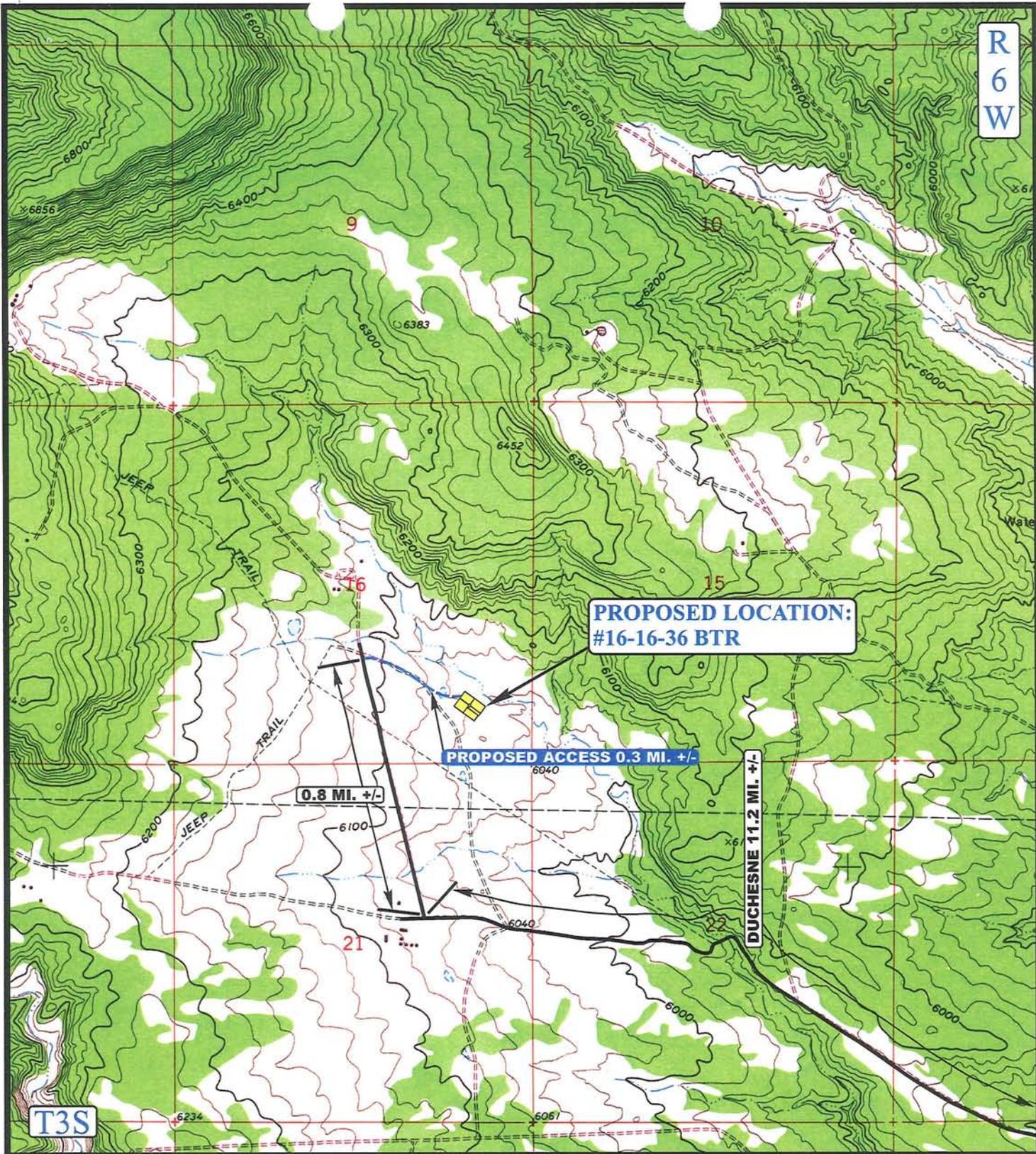
**TOPOGRAPHIC
MAP**

10	14	08
MONTH	DAY	YEAR

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



R
6
W



LEGEND:

-  EXISTING ROAD
-  PROPOSED ACCESS ROAD

BILL BARRETT CORPORATION

#16-16-36 BTR
 SECTION 16, T3S, R6W, U.S.B.&M.
 844' FSL 905' FEL



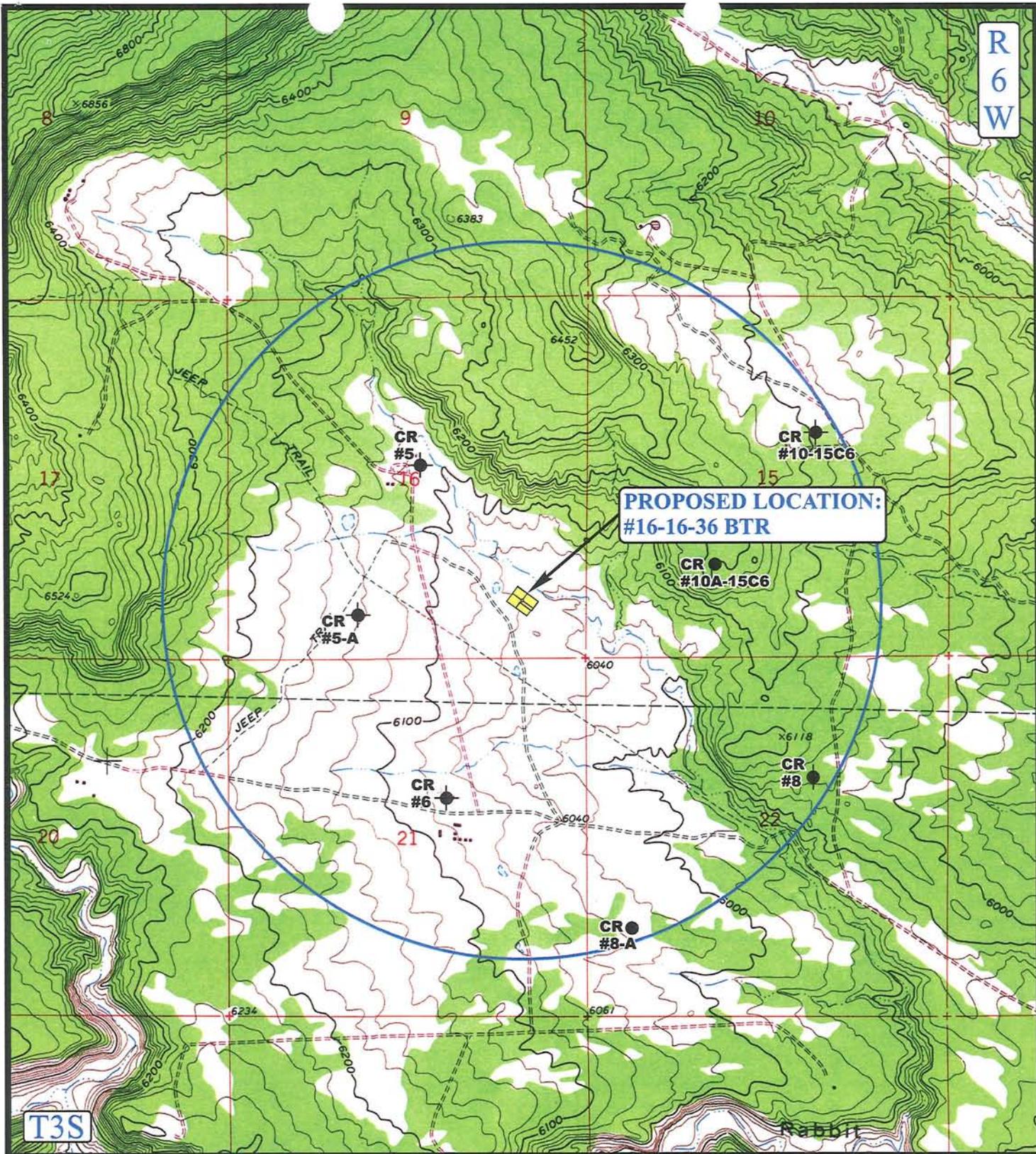
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**TOPOGRAPHIC
 MAP**

10 14 08
 MONTH DAY YEAR



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



R
6
W

T3S

LEGEND:

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



BILL BARRETT CORPORATION

#16-16-36 BTR
SECTION 16, T3S, R6W, U.S.B.&M.
844' FSL 905' FEL



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TOPOGRAPHIC
MAP

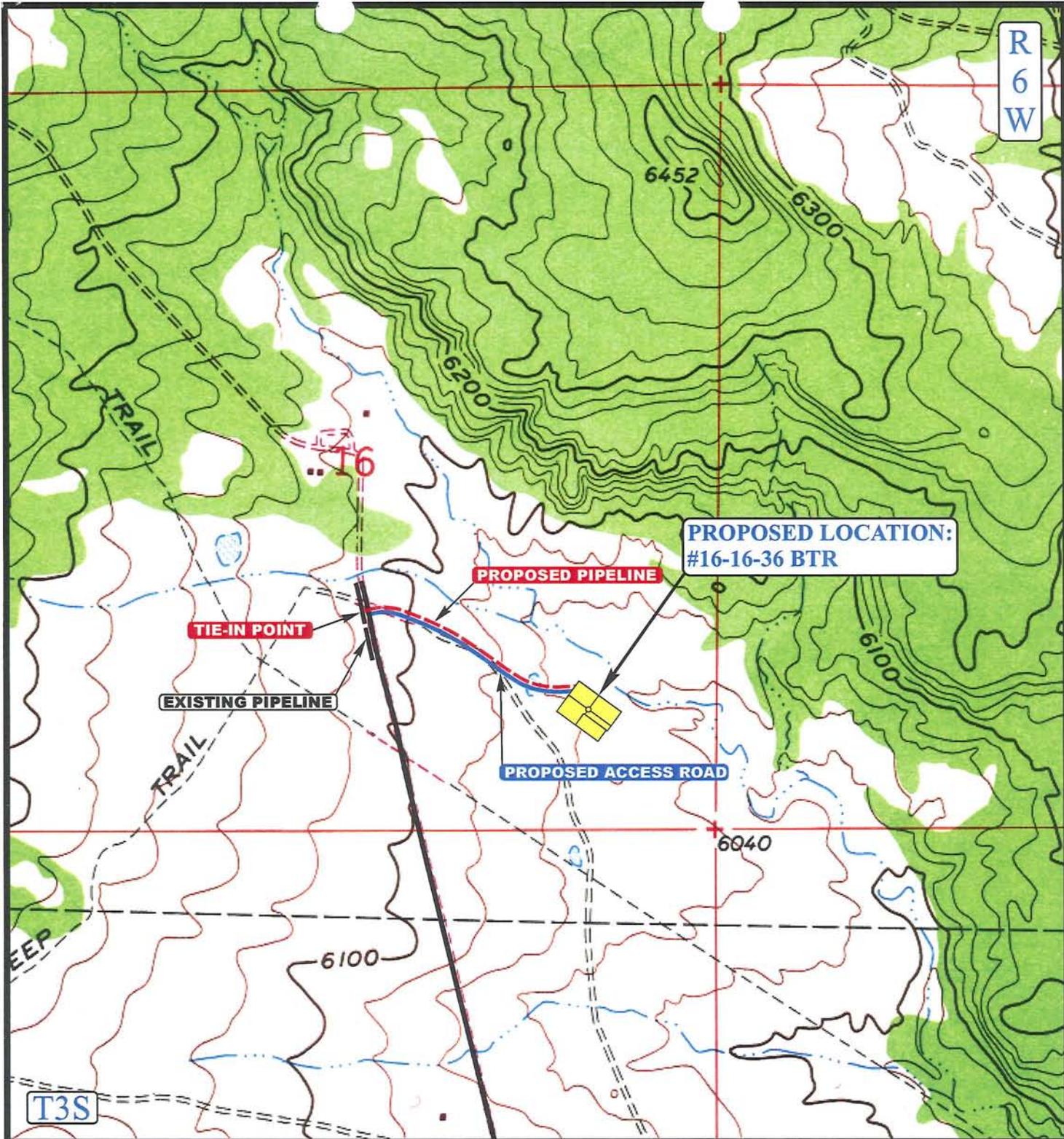
10 14 08
 MONTH DAY YEAR

SCALE: 1" = 2000'

DRAWN BY: Z.L.

REVISED: 00-00-00





APPROXIMATE TOTAL PIPELINE DISTANCE = 1,569' +/-

LEGEND:

- EXISTING PIPELINE
- PROPOSED PIPELINE
- PROPOSED ACCESS



BILL BARRETT CORPORATION

#16-16-36 BTR
SECTION 16, T3S, R6W, U.S.B.&M.
844' FSL 905' FEL



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 (435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC **10 14 08**
MAP MONTH DAY YEAR

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



**WORKSHEET
APPLICATION FOR PERMIT TO DRILL**

APD RECEIVED: 11/18/2008

API NO. ASSIGNED: 43-013-34138

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

PHONE NUMBER: 303-312-8546

PROPOSED LOCATION:
 SESE 16 030S 060W
 SURFACE: 0844 FSL 0905 FEL
 BOTTOM: 0844 FSL 0905 FEL
 COUNTY: DUCHESNE
 LATITUDE: 40.21484 LONGITUDE: -110.5614
 UTM SURF EASTINGS: 538322 NORTHINGS: 4451484
 FIELD NAME: CEDAR RIM (80)

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

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

PROPOSED FORMATION: WSTC
 COALBED METHANE WELL? NO

RECEIVED AND/OR REVIEWED:

Plat
 Bond: Fed[] Ind[2] Sta[] Fee[]
 (No. WYB000040)

Potash (Y/N)
 Oil Shale 190-5 (B) or 190-3 or 190-13
 Water Permit
 (No. MUNICIPAL)

RDCC Review (Y/N)
 (Date: _____)

Fee Surf Agreement (Y/N)
 Intent to Commingle (Y/N)

LOCATION AND SITING:

____ R649-2-3.
 Unit: _____

____ R649-3-2. General
 Siting: 460 From Qtr/Qtr & 920' Between Wells

____ R649-3-3. Exception

Drilling Unit
 Board Cause No: 139-77
 Eff Date: 6-18-2007
 Siting: 1660' fr 12 bdr & 1320' fr of 1st well.

____ R649-3-11. Directional Drill

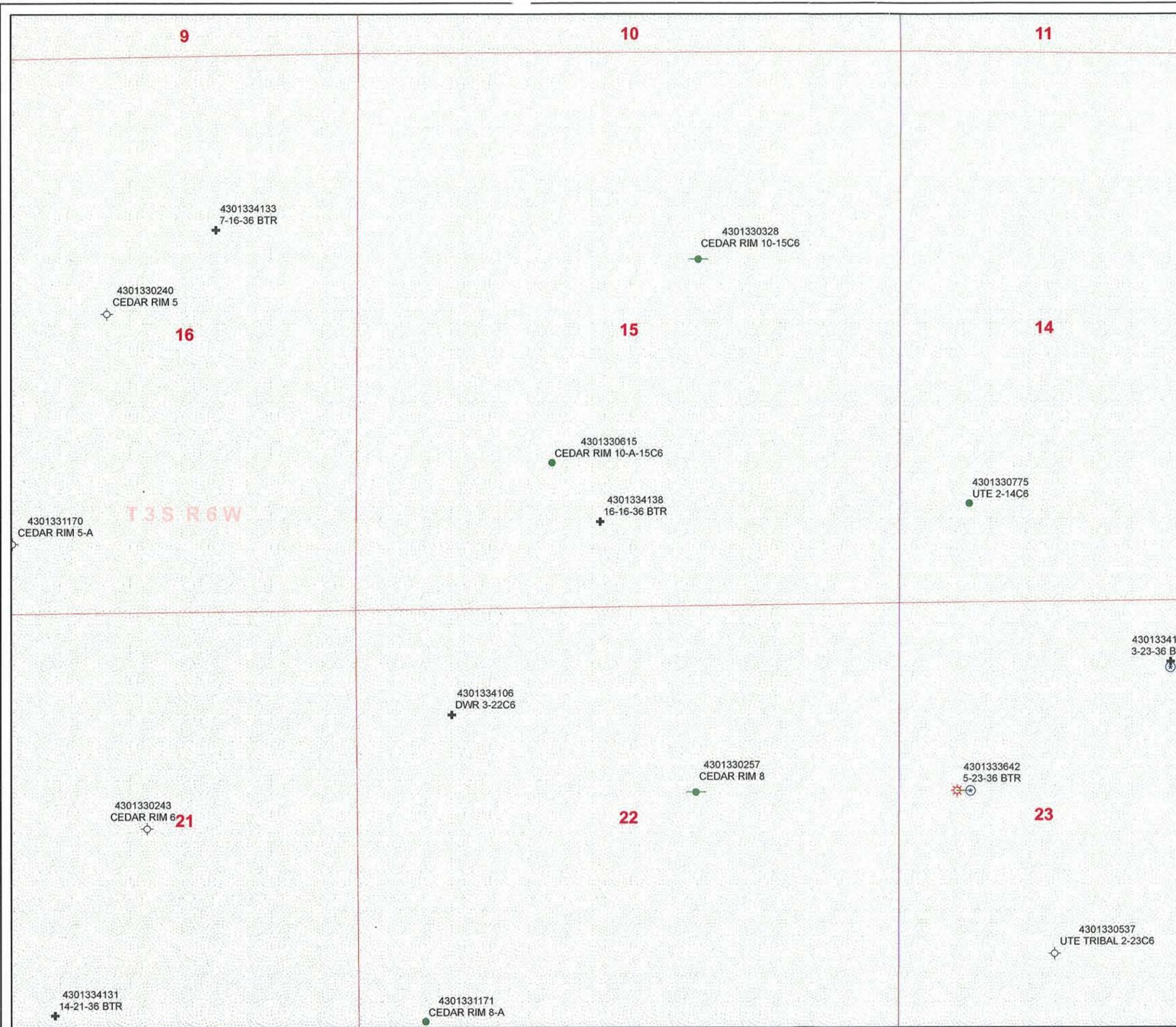
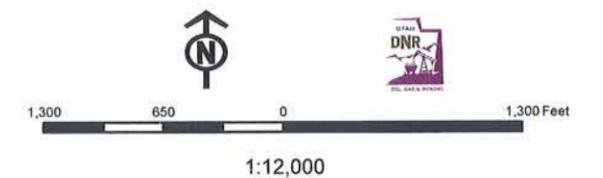
COMMENTS: Needs permits (11-26-08)

STIPULATIONS: 1- Editor Approval
2- STATEMENT OF BASIS

API Number: 4301334138
Well Name: 16-16-36 BTR
 Township 03.0 S Range 06.0 W Section 16
Meridian: UBM
 Operator: BILL BARRETT CORP

Map Prepared:
 Map Produced by Diana Mason

Units	Wells Query Events
STATUS	✕ <call 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

APD No	API WellNo	Status	Well Type	Surf Ownr	CBM
1181	43-013-34138-00-00		OW	P	No
Operator	BILL BARRETT CORP	Surface Owner-APD			
Well Name	16-16-36 BTR	Unit			
Field	UNDESIGNATED	Type of Work			
Location	SESE 16 3S 6W U 844 FSL 905 FEL	GPS Coord (UTM) 538322E 4451484N			

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 12 mil liner and felt subliner would be required due to the permeability of the soil, the exposed rock which may necessitate blasting. David Gordon had no concerns with this location. Pat Rainbolt stated that an agreement had been signed between the DWR and Bill Barrett Corp, which 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 synthetic liner with a minimum thickness of 12 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The reserve pit shall be fenced upon completion of drilling operations.

ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

Operator BILL BARRETT CORP
Well Name 16-16-36 BTR
API Number 43-013-34138-0 **APD No** 1181 **Field/Unit** UNDESIGNATED
Location: 1/4,1/4 SESE **Sec** 16 **Tw** 3S **Rng** 6W 844 FSL 905 FEL
GPS Coord (UTM) 537322 4451485 **Surface Owner**

Participants

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

Regional/Local Setting & Topography

Immediate area around location slopes gradually north east to a dry wash, but as you moved out farther around the location the land slopes eastward toward Starvation Reservoir. Rabbit Gulch dominates the topography of this area, which lies west of Starvation Reservoir and north of Hwy 40. The drainages of this area lead to Rabbit Gulch, which then drains to the Starvation Reservoir near Duchesne, UT.

Surface Use Plan

Current Surface Use

Wildlife Habitat
Deer Winter Range

New Road

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

Ancillary Facilities N

Waste Management Plan Adequate? Y

Environmental Parameters

Affected Floodplains and/or Wetland N

Flora / Fauna

Flora: galletta grass, pinyon juniper, sagebrush, prickly pear, rabbit brush
Fauna: Deer, elk, coyote, bobcat, black bear, cougar, raptors, rabbit

Soil Type and Characteristics

Sandy clay soil with exposed rock at surface.

Erosion Issues N

Sedimentation Issues N

Site Stability Issues N

Drainage Diversion Required N

Berm Required? Y

Around tanks

Erosion Sedimentation Control Required? N

Paleo Survey Run? Paleo Potential Observed? N Cultural Survey Run? Y Cultural Resources?

Reserve Pit

Site-Specific Factors		Site Ranking
Distance to Groundwater (feet)	100 to 200	5
Distance to Surface Water (feet)	>1000	0
Dist. Nearest Municipal Well (ft)	>5280	0
Distance to Other Wells (feet)	>1320	0
Native Soil Type	Mod permeability	10
Fluid Type	Fresh Water	5
Drill Cuttings	Normal Rock	0
Annual Precipitation (inches)	10 to 20	5
Affected Populations	<10	0
Presence Nearby Utility Conduits	Not Present	0
Final Score		25
		1 Sensitivity Level

Characteristics / Requirements

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

Closed Loop Mud Required? N Liner Required? Y Liner Thickness 12 Pit Underlayment Required? Y

Other Observations / Comments

GPS easting gathered in field is different from that listed in the "general" tab at the beginning of this document but matches what was hand written on the APD cover sheet fax.

Richard Powell
Evaluator

11/26/2008
Date / Time



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

May 3, 2010

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

Subject: 16-16-36 BTR Well, 844' FSL, 905' FEL, SE SE, Sec. 16, 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 43-013-34138.

Sincerely,

Gil Hunt
Associate Director

GLH/js
Enclosures

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



Operator: Bill Barrett Corporation
Well Name & Number 16-16-36 BTR
API Number: 43-013-34138
Lease: 2OG0005608

Location: SE SE Sec. 16 T. 3 South R. 6 West

Conditions of Approval

1. General

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

2. Notification Requirements

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

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

OR

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

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

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

3. Reporting Requirements

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

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

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

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

RECEIVED
DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REENTER

1a. Type of work: <input checked="" type="checkbox"/> DRILL <input type="checkbox"/> REENTER		5. Lease Serial No. BIA-EDA-2OG0005608
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		6. If Indian, Allottee or Tribe Name ute Indian Tribe
2. Name of Operator Bill Barrett Corporation		7. If Unit or CA Agreement, Name and No. N/A
3a. Address 1099 18th Street, Suite 2300, Denver, CO 80202		8. Lease Name and Well No. # 16-16-36 BTR
3b. Phone No. (include area code) (303) 312-8546		9. API Well No. Pending 43-013-34138
4. Location of Well (Report location clearly and in accordance with any State requirements.)* At surface 844' FSL x 905' FEL, Sec. 16, T3S, R6W <i>SESE</i> At proposed prod. zone 844' FSL x 905' FEL, Sec. 16, T3S, R6W		10. Field and Pool, or Exploratory Altamont
14. Distance in miles and direction from nearest town or post office* Approximately 12.3 miles northwest of Duchesne, UT		11. Sec., T, R, M. or Blk. and Survey or Area Sec. 16, T3S, R6W U.S.B.&M.
15. Distance from proposed* location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 905' FEL	16. No. of acres in lease N/A	12. County or Parish Duchesne
17. Spacing Unit dedicated to this well 640	13. State UT	
18. Distance from proposed location* to nearest well, drilling, completed, applied for, on this lease, ft. 2,220' abandoned oil well	19. Proposed Depth 10,278'	20. BLM/BIA Bond No. on file Nationwide Bond # WYB000040
21. Elevations (Show whether DF, KDB, RT, GL, etc.) 6063' 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:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Well plat certified by a registered surveyor. 2. A Drilling Plan. 3. A Surface Use Plan (if the location is on National Forest System Lands, the SUPO must be filed with the appropriate Forest Service Office). | <ol style="list-style-type: none"> 4. Bond to cover the operations unless covered by an existing bond on file (see Item 20 above). 5. Operator certification 6. Such other site specific information and/or plans as may be required by the BLM. |
|---|---|

25. Signature <i>Reed Haddock</i>	Name (Printed/Typed) Reed Haddock	Date 11/14/2008
Title Permit Analyst		
Approved by (Signature) <i>James H. Sparger</i>	Name (Printed/Typed) James H. Sparger	Date JUN 14 2010
Title ACTING Assistant Field Manager Lands & Mineral Resources		
Office VERNAL FIELD OFFICE		

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

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

(Continued on page 2)

*(Instructions on page 2)

NOS n/a
AFMSS# 09JM0592A

RECEIVED
JUN 23 2010

DIV. OF OIL, GAS & MINING

UDOGM

NOTICE OF APPROVAL

CONDITIONS OF APPROVAL ATTACHED



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: 16-16-36 BTR
API No: 43-013-34138

Location: SESE, Sec. 16, T3S R6W
Lease No: 2OG0005608
Agreement: N/A

OFFICE NUMBER: (435) 781-4400

OFFICE FAX NUMBER: (435) 781-3420

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

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

NOTIFICATION REQUIREMENTS

Construction Activity (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- The Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist shall be notified at least 48 hours in advance of any construction activity. The Ute Tribal office is open Monday through Thursday.
Construction Completion (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- Upon completion of the pertinent APD/ROW construction, notify the Ute Tribe Energy & Minerals Dept. for a Tribal Technician to verify the Affidavit of Completion. Notify the BLM Environmental Scientist prior to moving on the drilling rig.
Spud Notice (Notify BLM Petroleum Engineer)	- Twenty-Four (24) hours prior to spudding the well.
Casing String & Cementing (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to running casing and cementing all casing strings to: ut_vn_opreport@blm.gov .
BOP & Related Equipment Tests (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to initiating pressure tests.
First Production Notice (Notify BLM Petroleum Engineer)	- Within Five (5) business days after new well begins or production resumes after well has been off production for more than ninety (90) days.

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

- The operator will strictly adhere to all Stipulations and Conditions of Approval associated with the Utah Division of Wildlife Resources (UDWR) Site-Specific Environmental Assessment DUC-0910EA-055 and 054.
- 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.

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

SITE SPECIFIC DOWNHOLE COAs:

- The production casing cement shall extend a minimum of 200 feet above the surface casing shoe.
- A formation integrity test shall be performed at the surface casing shoe.
- Electronic/mechanical mud monitoring equipment shall be required, from surface casing shoe to TD, which shall include as a minimum: pit volume totalizer (PVT); stroke counter; and flow sensor.

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.

DIVISION OF OIL, GAS AND MINING

SPUDDING INFORMATION

Name of Company: BILL BARRETT CORPORATION

Well Name: 16-16-36 BTR

Api No: 43-013-34138 Lease Type INDIAN-FEE SURF

Section 16 Township 03S Range 06W County DUCHESNE

Drilling Contractor TRIPLE A RIG # 4

SPUDDED:

Date 07/03/2010

Time 8:00 AM

How DRY

Drilling will Commence: _____

Reported by DOMINIC SPENCER

Telephone # (303) 877-5236

Date 07/06/2010 Signed CHD

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) 312-8134

Well 1

API Number	Well Name	QQ	Sec	Twp	Rng	County
4301334138	16-16-36 BTR	SESE	16	3S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number		Spud Date		Entity Assignment Effective Date
A	99999	17666		7/3/2010		7/19/10
Comments: Spudding Operation was conducted by Triple A Drilling @ 8:00 am. WSTC						

Well 2

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

Well 3

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

ACTION CODES:

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

RECEIVED
JUL 12 2010

Tracey Fallang

Name (Please Print)
Tracey Fallang

Digitally signed by Tracey Fallang
DN: cn=Tracey Fallang, o=Bill Barrett Corporation, ou,
email=rfallang@billbarrettcorp.com, c=US
Date: 2010.07.09 11:59:45 -0600

Signature

Regulatory Analyst

7/9/2010

Title

Date

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 20G0005608
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SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
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1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 16-16-36 BTR
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2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341380000
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3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: CEDAR RIM
---	--	---

4. LOCATION OF WELL FOOTAGES AT SURFACE: 0844 FSL 0905 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 16 Township: 03.0S Range: 06.0W Meridian: U	COUNTY: DUCHESNE STATE: UTAH
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11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 7/21/2010 <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input checked="" type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER:

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

This sundry is being submitted as notification that the proposed cement program for this well has changed. A revised proposal is attached.

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

Date: July 20, 2010

By: *Dan K. [Signature]*

NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Analyst
SIGNATURE N/A		DATE 7/19/2010



Bill Barrett Corporation

LAKE CANYON & BLACK TAIL RIDGE CEMENT VOLUMES

Well Name: 16-16-36 BTR

Surface Hole Data:

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

Calculated Data:

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

Cement Data:

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

Calculated # of Sacks:

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

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

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

Production Hole Data:

Total Depth:	10,279'
Top of Cement:	0'
Top of Tail:	8,279'
OD of Hole:	8.750"
OD of Casing:	5.500"

Calculated Data:

Lead Volume:	3136.8	ft ³
Lead Fill:	8,279'	
Tail Volume:	757.9	ft ³
Tail Fill:	2,000'	

Cement Data:

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

Calculated # of Sacks:

# SK's Lead:	1360
# SK's Tail:	540

16-16-36 BTR Proposed Cementing Program

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

<u>Job Recommendation</u>	<u>Production Casing</u>
Lead Cement - (8279' - 0')	
Tuned Light TM System	Fluid Weight: 11.0 lbm/gal
	Slurry Yield: 2.31 ft ³ /sk
	Total Mixing Fluid: 10.65 Gal/sk
	Top of Fluid: 0'
	Calculated Fill: 8,279'
	Volume: 558.65 bbl
	Proposed Sacks: 1360 sks
Tail Cement - (10279' - 8279')	
Econocem TM System	Fluid Weight: 13.5 lbm/gal
0.125 lbm/sk Poly-E-Flake	Slurry Yield: 1.42 ft ³ /sk
1.0 lbm/sk Granulite TR 1/4	Total Mixing Fluid: 6.61 Gal/sk
	Top of Fluid: 8,279'
	Calculated Fill: 2,000'
	Volume: 134.97 bbl
	Proposed Sacks: 540 sks

RECEIVED July 19, 2010

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 20G0005608
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1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 16-16-36 BTR
------------------------------------	---

2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341380000
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3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: CEDAR RIM
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4. LOCATION OF WELL FOOTAGES AT SURFACE: 0844 FSL 0905 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 16 Township: 03.0S Range: 06.0W Meridian: U	COUNTY: DUCHESNE STATE: UTAH
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<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 4/27/2009	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input checked="" type="checkbox"/> OTHER	OTHER: Lease Update

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

This sundry is being submitted as notification that the lease was earned and therefore the number has changed from the EDA to a lease number: **Accepted by the**
 14-20-H62-6263. In addition, the correct bond number is: BIA Bond No. - **Utah Division of**
 LPM 8874725. **Oil, Gas and Mining**
FOR RECORD ONLY
 July 20, 2010

NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Analyst
SIGNATURE N/A	DATE 7/19/2010	

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9
5. LEASE DESIGNATION AND SERIAL NUMBER: LPM 8874725	

SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
7. UNIT or CA AGREEMENT NAME:	

1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 16-16-36 BTR
------------------------------------	---

2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341380000
--	---

3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: CEDAR RIM
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4. LOCATION OF WELL FOOTAGES AT SURFACE: 0844 FSL 0905 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 16 Township: 03.0S Range: 06.0W Meridian: U	COUNTY: DUCHESNE
STATE: UTAH	

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<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 4/24/2009			
<input type="checkbox"/> SPUD REPORT Date of Spud:			
<input type="checkbox"/> DRILLING REPORT Report Date:			

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

This Sundry is being submitted to indicate that the lease for this section has been earned. The correct lease number is 14-20-H62-6263. Please update your information with this lease.

Accepted by the
 Utah Division of
 Oil, Gas and Mining
FOR RECORD ONLY
 August 12, 2010

NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Analyst
SIGNATURE N/A	DATE 8/11/2010	

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6263
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 16-16-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341380000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0844 FSL 0905 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 16 Township: 03.0S Range: 06.0W Meridian: U	9. FIELD and POOL or WILDCAT: CEDAR RIM COUNTY: DUCHESNE STATE: UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 7/31/2010	<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.

July monthly activity report.

Accepted by the
 Utah Division of
 Oil, Gas and Mining
FOR RECORD ONLY
 August 17, 2010

NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Analyst
SIGNATURE N/A	DATE 8/17/2010	

#16-16-36 BTR 7/25/2010 06:00 - 7/26/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion
Time Log Summary						
Rig down and move rig - 15, Wait on daylight - 9						

#16-16-36 BTR 7/26/2010 06:00 - 7/27/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion
Time Log Summary						
Move rig and rig up - 14, Wait on daylight - 10						

#16-16-36 BTR 7/27/2010 06:00 - 7/28/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion
Time Log Summary						
Rig up - 8, Repair: replace hydromatic, change water lines - 4, Nipple up conductor, Move and strap bha, prepare to spud. - 4.5, Move & strap bha, up bit, motor & monel - 2.5, Drill: 95 to 265 ft, picking up bha. Spud @ 01:00 hrs. 07/28/2010 - 5						

#16-16-36 BTR 7/28/2010 06:00 - 7/29/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion
Time Log Summary						
Drill: 265 to 812, 547 ft = 57.6 ft/hr; Rotate 547 ft, no slides - 9.5, Rig service - 0.5, Drill: 812 to 1010, 198 ft = 33 ft/hr. Rotate 198 ft. No slides - 6, Mud motor quit. Trip out, chg motor & bit, trip in - 3, Drill: 1010 ft to 1220 ft. 210 ft = 42 ft/hr. Rotate 198 ft, slide 12 ft (1 slide) - 5						

#16-16-36 BTR 7/29/2010 06:00 - 7/30/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion
Time Log Summary						
Drill: 1220 to 1411, 191 ft = 47.8 ft/hr. No slides - 4, Rig service - 0.5, Drill: 1411 to 2268, 857 ft = 43.9 ft/hr. Rotate 817 ft, slide 40 ft (5 slides) - 19.5						

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6263
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 16-16-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341380000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0844 FSL 0905 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 16 Township: 03.0S Range: 06.0W Meridian: U	9. FIELD and POOL or WILDCAT: CEDAR RIM COUNTY: DUCHESNE STATE: UTAH

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<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 9/6/2010	<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 checked="" type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
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	<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.

This sundry is being submitted as notificatin that this well had first gas sales on 9/6/10 and first oil sales on 9/7/10.

Accepted by the
Utah Division of
Oil, Gas and Mining
FOR RECORD ONLY
 September 08, 2010

NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Analyst
SIGNATURE N/A	DATE 9/8/2010	

C

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) 312-8134

Well 1

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301334111	16-7-45 BTR		SESE	7	4S	5W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
E	17665	17665				8/28/2010	
Comments: Revision for formation change from WSTC to <u>GR-WS</u> . — 9/30/10							

Well 2

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301334138	16-16-36 BTR		SESE	16	3S	6W	Duchesene
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
E	17666	17666				9/2/2010	
Comments: Revision for formation change from WSTC to <u>GR-WS</u> . — 9/30/10							

Well 3

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301350307	14-5-46 BTR		SESE	5	4S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
E	17624	17624				7/31/2010	
Comments: Revision for formation change from GR-WS to <u>GRRV. WSTC</u> . — 9/30/10							

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)

RECEIVED
SEP 29 2010

Tracey Fallang

Name (Please Print)
Tracey Fallang

Digitally signed by Tracey Fallang
DN: cn=Tracey Fallang, o=Bill Barrett Corporation, ou=
email=trfallang@billbarrettcorp.com, c=US
Date: 2010.09.29 13:32:00 -0600

Signature

Regulatory Manager

9/29/2010

Title

Date

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9 5. LEASE DESIGNATION AND SERIAL NUMBER: LPM 8874725
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE 7. UNIT or CA AGREEMENT NAME:
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11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 9/30/2010	<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.

September monthly activity report.

Accepted by the
Utah Division of
Oil, Gas and Mining
FOR RECORD ONLY
 October 05, 2010

NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Analyst
SIGNATURE N/A	DATE 10/4/2010	

#16-16-36 BTR 9/1/2010 06:00 - 9/2/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary
Well Shut in & Secured

Monitor Pressures Casing - 1350# Surface Casing - Open to Vent - 2, Safety Meeting with Contractors on location
 PPE, Cell Phone Use, Hazards on location, Rigging down Iron, Moving equipment - 0.5, Open Well to Start Stage #8 1370# Breakdown 5.4 BPM
 @ 2720#

Pump 34,500 Gals 3% KCL Treated Water
 Pump 5,400 Gals 15% HCL Acid 108 Bio Balls No Ball Action in Acid
 Pump 45,100 Gals 3% KCL X-L Fluidr with 37,200# of 100 Mesh Sand
 Pump 92,750 Gals 3% KCL X-L Fluid with 254,600# of 20/40 Super LC (RCS)
 Pumped Avg Job Rate - 70.4 BPM Avg Job Psi - 3779#
 Max Rate - 70.8 BPM Max Psi - 5000# Total BBls Pumped - 4228 BBLS

Flush Complete, ISIP - 2145# FG - 0.72

Bradenhead & Frac Mandrel monitored - BH - Max 10#

Protechnics Traced Job - 1.5, RU Schlumberger Wireline to TIH to perf Stage #9
 TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF
 Correlate to Cutters CBL log Dated 8-12-2010

Set Baker CBP @ 7664' 1000#

Perf 7645'-7647', 7633'-7636', 7624'-7626', 7615'-7617', 7602'-7604'

POOH, all shots fired, 33 Total Holes - 1.5, Open Well to Start Stage #9 70# Breakdown 5.4 BPM @ 500#

Pump 30,150 Gals 3% KCL Treated Water
 Pump 3,652 Gals 15% HCL Acid 108 Bio Balls Good Ball Action in Acid
 Pump 34,600 Gals 3% KCL X-L Fluidr with 28,600# of 100 Mesh Sand
 Pump 74,500 Gals 3% KCL X-L Fluid with 210,800# of 20/40 Super LC (RCS)
 Pumped Avg Job Rate - 70.4 BPM Avg Job Psi - 3477#
 Max Rate - 70.8 BPM Max Psi - 7283# Total BBls Pumped - 3399 BBLS

Flush Complete, ISIP - 2566# FG - 0.77

Bradenhead & Frac Mandrel monitored - BH - Max 33#

Protechnics Traced Job - 2, RU Schlumberger Wireline to set Kill Plug
 Baker 8K CBP set @ 7550' 2000#
 Bleed pressure to 0# POOH - 1.5, RDMO Schlumberger Frac Crew
 RDMO Schlumberger Wireline Crew - 3, Well open to pit - Check CBP Check for Flow
 Open Surface Casing to Vent off pressure - 12

#16-16-36 BTR 9/2/2010 06:00 - 9/3/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary
Well Secured

Well open to vent on Casing & Surface Casing - 1.5, Safety Meeting with Contractors on Location
 PPE, Spotting of Rig, NU & ND of Wellhead, Lifting Hazards, Pinch Points - 0.5, MIRU Nabors Rig #1444
 Spot Hydrulic Catwalk & Pipe Racks - 1.5, ND Cameron Frac tree, Send to Vernal on JD Trucking
 NU Knight BOPE stack (7-1/16 5M Cameron double with 2-7/8 pipe rams upper,
 and "CSO" blind rams lower, 7-1/16 5M x 2-1/16 5M mud cross,
 and 7-1/16 5M annular. Function test rams. Looks Good - 1.5, Unload 246 Joints of 2-7/8" 6.5# L-80 off John Bunning Trucks
 Unload 83 Joints of 2-7/8" 6.5# L-80 off Trailer from Roosevelt Yard
 329 Total Joints on location - 1.5, TIH with BHA as follows

- 1.08' X-Nipple 2.313" ID
- 30.82' 1 Jt 2-7/8" L-80
- 1.07' XN - Nipple 2.205" ID
- 31.63' 1 Jt 2-7/8" L-80
- 1.81' Weatherford Pump Off Bit Sub
- 0.40' Hurrincane Mill 4-5/8" OD

TIH filling & pump thru tubing , 140 Total Jts in Hole @ 4428' - 4, Pump Thru Float in POBS

Install Hanger to Test BOPE

Test 3000# Pipe Rams, 1500# Annular - 0.5, Well Shut in & Secured Overnight - 13

#16-16-36 BTR 9/3/2010 06:00 - 9/4/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary

Well Shut in & Secured - 1, Safety Meeting with Contractors on location
 PPE, Drill Out with Foam, Making up of tubing, Communication - 0.5, TIH with tubing
 Spot Power Swivel, Prep to drill plugs with Foam Unit - 3, Drill Kill Plug @ 7550'

TIH Tag @ 7645' Wash 29' of sand Drill CBP @ 7664'
 TIH Tag @ 7780' Wash 62' of sand Drill CBP @ 7842'
 TIH Tag @ 8147' Wash 21' of sand. Drill CBP @ 8168'
 TIH Tag @ 8260' Wash 30' of sand. Drill CBP @ 8290'

Drill all plugs with foam unit due to lost circulation of well.
 Slow drilling due to N2/Foamer - +/- 40 Minutes per Plug - 7, RD Power Swivel - Prep to pull tubing
 POOH with 12 Stands - 240 Jts in hole @ 7561'
 Secure well for night - Stop Flowback - 0.5, Well Shut in & Secured Overnight - 12

#16-16-36 BTR 9/4/2010 06:00 - 9/5/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary

Well secured-800# SICP, 0# SITP, Open to vent, safety mtg with contractors on location. - 1, TIH with tbg to start drilling plug #6 - 1, Start N2 foam unit to get well to circulate. - 1.5, Tag fill @ 8440', wash 30', drill plug @ 8470', Tag fill @ 8691', wash 20' drill plug @ 8710', Tag fill @ 9065', Wash 30' drill plug @ 9095', Tag fill @ 9412', wash 23', drill plug @ 9435'. Rig down power swivel, TOH to 7845', (249 jts in hole) - 7.5, Shut in and secure well for night. - 0.5, Heat open top tanks, move oil to production tanks - 4.5, Well shut in and secured, monitor pressures overnight. - 8

#16-16-36 BTR 9/5/2010 06:00 - 9/6/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary

Well secured, 1000# SICP, 800# SITP, Open to vent, safety mtg with contractors on location. - 1, Equalize BOP, Open well on 24/64 choke, Bleed pressure off tbg, TIH tbg and tag @ 10197'. - 2, POOH L/D tbg to landing depth 236 jts in hole, 93 on ground. - 1.5, Tbg flowed oil, pump 55 bbls 170* water down tbg, Flush BOP with 25 bbl 170* water, Well on vacuum. - 1.5, Land Tubing as Follows

Landed @ 2' above GL (KB-16') 14.00'
 Cameron Hanger .77'
 234 Jts 2-7/8" 6.5# L-80 7366.09'
 1 X - Nipple 2.313" ID 1.20'
 1 Jt 2-7/8" 6.5# L-80 30.82'
 1 XN - Nipple (NG - 2.205") 1.29'
 1 Jt 2-7/8" 6.5# L-80 31.63'
 1 Weatherford Pump Off Sub .95'

X-Nipple @ 7381'
 XN - Nipple @ 7413'
 EOT @ 7447'

Junk in Hole @ 10,197'

Weatherford Pump Off Bit Sub & Bit - 0.5, Rid down tbg equip and rig floor, N/D BOP and N/U tree. Drop ball to shear bit sub. - 1.5, Pump 25 bbls down tbg and shear bit sub @ 1100#, Well on vacuum. - 0.5, Load out BOP etc on JD trk and send to Vernal, Clean oil off of rig, Tbg 0#, casing starting to build pressure. - 3, Monitor pressures. Flow to open top tank if pressure allows. - 1.5, Well started to flow, Open to tank until pressure allows going thru test unit. Flow well overnight. - 11

#16-16-36 BTR 9/6/2010 06:00 - 9/7/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary

Well flowing on 24/64" choke 300/1050 not carrying fluid, open choke to 36/64, began bringing oil. - 1, Continue flowing well, made 541 bbl oil for day, 188 bbl water for day, 1046 total w2ater recovered, 26376 left to recover, 406 mcf gas for day - 23

#16-16-36 BTR 9/7/2010 06:00 - 9/8/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary

270/1325#, 289 bbl water for day, 1327 total recovered, 26095 left to recover, 394 bbls oil for day, 935 total oil, 534 mcf gas. - 24

#16-16-36 BTR 9/8/2010 06:00 - 9/9/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary

Safety mtg, wireline and other operations together, Turn well out of test unit and into production facility. - 1, Rig up Black Warrior and Protechnics, Run Gage ring, tag @ 10202', Run Spectrascan and production profiler. 7300' to 9925. Flush test unit and lines, transfer oil from flowback tanks to production and rig down test equipment. - 8

#16-16-36 BTR 9/22/2010 06:00 - 9/23/2010 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34138	UT	DUCHESNE	Black Tail Ridge	Concept	10,325.0	Drilling/Completion

Time Log Summary

Well Flowing to Sales
 MIRU BWWC to run Gauge Ring
 Safety Meeting with Contractors on location - 1, TIH with 1.75" OD Gauge Ring
 Tag PBTD @ 10,202'
 POOH Prep for Protechnics Memory logging Tools - 1.5, TIH with Protechnics Memory Tools - Production Log
 TIH @ 250 FPM Stop @ 7450'
 Make 60 FPM to 9925', Up Pass to 7450'
 Make 90 FPM - to 9925', Up Pass to 7450'
 Make 120 FPM - to 9925', Up Pass to 7450'
 POOH @ 250 FPM to Surface - 4.5, Well Flowing to Sales
 Check Data on Memory Tools
 Data Good - RDMO - 1.5, Flow to Sales - 15.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

WELL COMPLETION OR RECOMPLETION REPORT AND LOG

5. Lease Serial No.
1420H626263

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

6. If Indian, Allottee or Tribe Name

7. Unit or CA Agreement Name and No.

2. Name of Operator **BILL BARRETT CORPORATION** Contact: TRACEY FALLANG
 E-Mail: tfallang@billbarrettcorp.com

8. Lease Name and Well No.
16-16-36 BTR

3. Address **1099 18TH STREET, SUITE 2300 DENVER, CO 80202** 3a. Phone No. (include area code)
 Ph: 303-312-8134

9. API Well No.
43-013-34138

4. Location of Well (Report location clearly and in accordance with Federal requirements)*
 At surface **SESE 844FSL 905FEL**
 At top prod interval reported below **SESE 844FSL 905FEL**
 At total depth **SESE 844FSL 905FEL**

10. Field and Pool, or Exploratory
ALTAMONT

11. Sec., T., R., M., or Block and Survey
or Area **Sec 16 T3S R6W Mer UBM**

12. County or Parish
DUCHESNE 13. State
UT

14. Date Spudded **07/03/2010** 15. Date T.D. Reached **08/08/2010** 16. Date Completed
 D & A Ready to Prod. **09/02/2010**

17. Elevations (DF, KB, RT, GL)*
6079 KB

18. Total Depth: MD **10327** TVD **10326** 19. Plug Back T.D.: MD **10270** TVD **10269** 20. Depth Bridge Plug Set: MD
 TVD

21. Type Electric & Other Mechanical Logs Run (Submit copy of each)
 TRIPLE COMBO/CBL/GR/CCL, MUD LOG

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	Wt. (#/ft.)	Top (MD)	Bottom (MD)	Stage Cementer Depth	No. of Sk. & Type of Cement	Slurry Vol. (BBL)	Cement Top*	Amount Pulled
26.000	16.000		0	95			0	0	0
12.250	9.625 J-55	36.0	0	3028		620	297	0	0
7.875	5.500 P110	17.0	0	10316		1235	639	310	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	7366							

25. Producing Intervals 26. Perforation Record

Formation	Top	Bottom	Perforated Interval	Size	No. Holes	Perf. Status
A) WASATCH	8412	9663	8412 TO 9663	0.440	180	OPEN
B) GREEN RIVER	7602	8388	7602 TO 8388	0.440	174	OPEN
C)						
D)						

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

Depth Interval	Amount and Type of Material
8412 TO 9663	SEE ATTACHMENT
7602 TO 8388	SEE ATTACHMENT

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
09/05/2010	09/07/2010	24	▶	394.0	535.0	296.0			FLOWES FROM WELL
Choke Size	Tbg. Press. Flwg.	Csg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
38/64	SI	1355.0	▶	394	535	296		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	
	SI		▶						

RECEIVED

SEP 20 2010

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	3836
				TGR3	5999
				DOUGLAS CREEK	6832
				BLACK SHALE	7453
				CASTLE PEAK	7624
				WASATCH	8390
				TD	10327

32. Additional remarks (include plugging procedure):

Copies of logs already submitted. Date of first gas sales was 9/6/2010, first oil sales 9/7/2010.

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 #93004 Verified by the BLM Well Information System.
For BILL BARRETT CORPORATION, sent to the Vernal**

Name (please print) TRACEY FALLANG Title PERMIT ANALYST

Signature _____ (Electronic Submission) Date 09/17/2010

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.

16-16-36 BTR Report Continued

44. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC. (cont.)																
AMOUNT AND TYPE OF MATERIAL																
Stg 1-5	526	bbls HCL 15 w/ Bio	2,710	Bbls 130LGD w/ L	7,378	bbls YF125 LGD	14,480	bbls Water	113,872 #	100 Mesh	2,610	bbls WF 110	1,246	bbls WF 125	790,198 #	20/40 Super LC
Stg 5-8	432	bbls HCL 15 w/ Bio	2,960	Bbls 130LGD w/ L	8,171	bbls YF125 LGD	14,991	bbls Water	124,948 #	100 Mesh	2,433	bbls WF 110	994	bbls WF 125	863,471 #	20/40 Super LC

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

Bill Barrett Corp

Duchesne County, UT (NAD 1927)

Sec. 16-T3S-R6W

#16-16-36 BTR

Plan #1

Design: Sperry MWD Survey

Sperry Drilling Services Standard Report

17 August, 2010

Well Coordinates: 686,674.27 N, 2,262,110.26 E (40° 12' 53.40" N, 110° 33' 41.12" W)

Ground Level: 6,063.00 ft

Local Coordinate Origin:

Centered on Well #16-16-36 BTR

Viewing Datum:

KB @ 6079.00ft (Patterson 506)

TVDs to System:

N

North Reference:

True

Unit System:

API - US Survey Feet - Custom

Geodetic Scale Factor Applied

Version: 2003.16 Build: 431

HALLIBURTON

Design Report for #16-16-36 BTR - Sperry MWD Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N-S (ft)	+E-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
138.00	0.18	30.45	138.00	0.18	0.11	-0.21	0.13
First Sperry MWD Survey							
200.00	0.23	313.89	200.00	0.36	0.07	-0.36	0.41
261.00	0.30	314.26	261.00	0.55	-0.13	-0.49	0.11
323.00	0.24	305.56	323.00	0.74	-0.35	-0.60	0.12
382.00	0.33	298.50	382.00	0.90	-0.60	-0.67	0.16
443.00	0.27	281.10	443.00	1.01	-0.90	-0.68	0.18
504.00	0.31	274.06	504.00	1.05	-1.21	-0.63	0.09
565.00	0.35	267.36	564.99	1.05	-1.56	-0.52	0.09
626.00	0.15	111.10	625.99	1.01	-1.67	-0.45	0.80
686.00	0.45	84.24	685.99	0.97	-1.36	-0.50	0.52
747.00	0.44	118.12	746.99	0.85	-0.91	-0.53	0.28
808.00	0.45	127.68	807.99	0.60	-0.51	-0.41	0.15
870.00	0.41	141.49	869.99	0.27	-0.18	-0.20	0.18
933.00	0.27	158.57	932.99	-0.04	0.01	0.03	0.27
996.00	0.41	181.46	995.99	-0.40	0.06	0.37	0.31
1,060.00	0.51	171.34	1,059.98	-0.92	0.10	0.84	0.20
1,123.00	0.38	104.04	1,122.98	-1.24	0.34	1.08	0.80
1,187.00	0.88	47.05	1,186.98	-0.96	0.91	0.63	1.16
1,250.00	0.74	38.95	1,249.97	-0.31	1.52	-0.17	0.29
1,314.00	0.79	39.19	1,313.97	0.35	2.06	-0.96	0.08
1,377.00	0.91	32.20	1,376.96	1.11	2.80	-1.85	0.25
1,441.00	0.61	31.82	1,440.95	1.83	3.05	-2.68	0.47
1,504.00	0.44	27.98	1,503.95	2.33	3.34	-3.24	0.27
1,568.00	0.84	50.75	1,567.95	2.84	3.82	-3.88	0.73
1,631.00	0.63	54.72	1,630.94	3.34	4.46	-4.54	0.34
1,695.00	0.41	33.43	1,694.94	3.73	4.87	-5.04	0.45
1,759.00	0.38	58.13	1,758.94	4.03	5.18	-5.43	0.27
1,822.00	0.27	103.24	1,821.94	4.11	5.50	-5.60	0.43
1,886.00	0.67	183.91	1,885.94	3.70	5.62	-5.25	1.06
1,949.00	0.91	190.33	1,948.93	2.84	5.51	-4.39	0.41
2,013.00	0.74	186.21	2,012.92	1.93	5.37	-3.48	0.28
2,076.00	0.74	239.01	2,075.92	1.32	4.98	-2.78	1.04
2,139.00	0.81	250.18	2,138.91	0.96	4.21	-2.20	0.26
2,203.00	0.51	276.03	2,202.91	0.83	3.50	-1.87	0.65
2,267.00	0.31	291.31	2,266.91	0.93	3.06	-1.82	0.35
2,330.00	0.41	240.56	2,329.91	0.88	2.70	-1.66	0.51
2,394.00	0.53	198.87	2,393.90	0.48	2.41	-1.20	0.55
2,457.00	0.58	185.84	2,456.90	-0.11	2.28	-0.60	0.21
2,521.00	0.67	191.84	2,520.90	-0.80	2.17	0.09	0.17
2,584.00	0.17	201.26	2,583.89	-1.25	2.06	0.55	0.80
2,648.00	0.15	305.34	2,647.89	-1.29	1.96	0.62	0.39
2,712.00	0.20	267.89	2,711.89	-1.24	1.78	0.64	0.19
2,775.00	0.42	6.37	2,774.89	-1.02	1.69	0.45	0.78
2,839.00	0.35	107.43	2,838.89	-0.84	1.91	0.22	0.93
2,903.00	0.23	0.53	2,902.89	-0.77	2.09	0.09	0.74
2,967.00	1.18	343.71	2,966.89	-0.01	1.91	-0.58	1.50
3,058.00	1.42	337.59	3,057.86	1.93	1.22	-2.21	0.30
3,122.00	1.11	311.73	3,121.85	3.08	0.45	-3.07	1.00

Design Report for #16-16-36 BTR - Sperry MWD Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
3,185.00	1.22	285.68	3,184.84	3.66	-0.65	-3.29	0.85
3,249.00	1.38	289.84	3,248.82	3.85	-2.08	-3.02	0.61
3,312.00	1.23	281.03	3,311.80	3.97	-3.50	-2.71	0.47
3,375.00	1.59	321.21	3,374.79	4.78	-4.71	-3.11	1.63
3,439.00	1.50	8.62	3,438.76	6.30	-5.14	-4.42	1.95
3,502.00	1.22	14.11	3,501.75	7.77	-4.85	-5.91	0.49
3,566.00	0.59	339.88	3,565.74	8.74	-4.80	-6.85	1.26
3,629.00	0.53	8.00	3,628.74	9.33	-4.87	-7.39	0.44
3,693.00	0.93	21.39	3,692.73	10.11	-4.84	-8.20	0.68
3,756.00	0.70	4.88	3,755.72	10.97	-4.42	-9.09	0.52
3,820.00	0.46	320.43	3,819.72	11.56	-4.55	-9.60	0.77
3,883.00	0.74	345.43	3,882.72	12.15	-4.82	-10.08	0.60
3,947.00	0.51	349.87	3,946.71	12.83	-4.97	-10.68	0.37
4,010.00	1.32	33.82	4,009.71	13.71	-4.61	-11.63	1.61
4,074.00	1.10	41.40	4,073.69	14.78	-3.80	-12.90	0.42
4,138.00	0.35	49.33	4,137.69	15.37	-3.24	-13.63	1.18
4,201.00	0.34	180.76	4,200.69	15.31	-3.10	-13.62	1.00
4,265.00	0.51	200.44	4,264.68	14.85	-3.20	-13.15	0.35
4,328.00	0.88	111.71	4,327.68	14.45	-2.95	-12.85	1.33
4,392.00	0.85	68.46	4,391.68	14.48	-2.16	-13.12	0.91
4,455.00	0.45	94.39	4,454.67	14.63	-1.48	-13.48	0.77
4,519.00	0.33	189.75	4,518.67	14.43	-1.26	-13.35	0.91
4,582.00	0.88	313.51	4,581.67	14.59	-1.84	-13.38	1.74
4,646.00	0.99	313.81	4,645.66	15.31	-2.39	-13.84	0.17
4,709.00	0.81	322.95	4,708.65	16.04	-3.06	-14.33	0.36
4,773.00	0.54	24.79	4,772.65	16.87	-3.21	-14.88	1.15
4,837.00	0.28	83.98	4,836.65	16.96	-2.93	-15.24	0.72
4,900.00	0.67	91.76	4,899.65	16.98	-2.41	-15.41	0.63
4,964.00	1.02	112.53	4,963.64	16.74	-1.51	-15.47	0.72
5,027.00	1.02	145.21	5,026.63	16.06	-0.87	-15.08	0.91
5,091.00	0.59	136.85	5,090.62	15.35	-0.12	-14.58	0.70
5,154.00	0.87	46.80	5,153.62	15.44	0.45	-14.84	1.67
5,218.00	1.01	34.99	5,217.61	16.24	1.13	-15.80	0.37
5,281.00	0.64	30.80	5,280.60	17.00	1.63	-16.68	0.59
5,345.00	0.41	42.83	5,344.60	17.47	1.97	-17.23	0.40
5,409.00	0.10	97.40	5,408.60	17.83	2.18	-17.45	0.56
5,472.00	0.93	54.52	5,471.60	17.92	2.85	-17.87	1.36
5,536.00	1.01	74.12	5,535.59	18.38	3.62	-18.60	0.53
5,599.00	0.81	99.74	5,598.58	18.45	4.59	-18.97	0.71
5,663.00	0.81	134.60	5,662.57	18.06	5.36	-18.83	0.76
5,726.00	0.36	97.81	5,725.57	17.72	5.87	-18.67	0.90
5,790.00	0.36	166.47	5,789.57	17.50	6.12	-18.53	0.63
5,853.00	0.79	189.35	5,852.57	16.88	6.09	-17.93	0.76
5,917.00	0.54	223.98	5,916.56	16.22	5.81	-17.22	0.71
5,981.00	0.70	223.80	5,980.56	15.72	5.34	-16.60	0.25
6,044.00	0.03	47.98	6,043.56	15.45	5.08	-16.27	1.16
6,108.00	0.47	124.22	6,107.56	15.32	5.31	-16.21	0.73
6,172.00	0.71	178.43	6,171.55	14.77	5.54	-15.76	0.90
6,235.00	0.26	249.98	6,234.55	14.33	5.42	-15.30	1.07
6,299.00	0.45	230.72	6,298.55	14.12	5.09	-15.00	0.34
6,362.00	1.19	212.65	6,361.54	13.41	4.54	-14.16	1.23

Design Report for #16-16-36 BTR - Sperry MWD Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N-S (ft)	+E-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
6,426.00	0.35	251.99	6,425.54	12.79	4.00	-13.40	1.48
6,489.00	0.91	354.29	6,488.54	13.23	3.76	-13.75	1.85
6,553.00	0.65	335.52	6,552.53	14.07	3.56	-14.48	0.56
6,616.00	0.47	263.71	6,615.53	14.37	3.16	-14.64	1.07
6,680.00	0.65	224.98	6,679.52	14.08	2.64	-14.21	0.64
6,743.00	0.43	6.07	6,742.52	14.08	2.41	-14.13	1.62
6,807.00	0.36	48.62	6,806.52	14.44	2.58	-14.54	0.44
6,870.00	0.27	143.26	6,869.52	14.48	2.82	-14.62	0.75
6,934.00	0.65	158.72	6,933.52	14.00	3.05	-14.26	0.61
6,997.00	0.88	178.47	6,996.51	13.19	3.21	-13.54	0.58
7,060.00	0.78	202.13	7,059.51	12.31	3.06	-12.65	0.56
7,124.00	0.69	310.84	7,123.50	12.16	2.80	-12.37	1.87
7,188.00	0.65	313.77	7,187.50	12.66	2.05	-12.68	0.08
7,251.00	0.20	113.12	7,250.50	12.87	1.89	-12.83	1.33
7,314.00	0.66	150.71	7,313.50	12.51	2.17	-12.57	0.82
7,378.00	0.54	228.37	7,377.49	11.98	2.12	-12.08	1.18
7,441.00	0.78	234.84	7,440.49	11.54	1.55	-11.46	0.40
7,505.00	0.73	220.37	7,504.48	10.98	0.93	-10.73	0.30
7,568.00	0.64	221.80	7,567.48	10.41	0.44	-10.04	0.14
7,631.00	0.34	189.11	7,630.48	9.96	0.18	-9.53	0.63
7,695.00	0.44	180.92	7,694.48	9.53	0.14	-9.11	0.18
7,759.00	0.78	178.02	7,758.47	8.85	0.17	-8.47	0.54
7,823.00	0.88	152.99	7,822.47	7.97	0.42	-7.72	0.54
7,886.00	0.83	51.80	7,885.46	7.83	1.00	-7.75	2.10
7,950.00	1.14	35.31	7,949.45	8.63	1.73	-8.76	0.65
8,013.00	1.05	52.20	8,012.44	9.50	2.55	-9.82	0.53
8,076.00	0.76	60.01	8,075.43	10.06	3.37	-10.81	0.50
8,140.00	0.81	70.09	8,139.43	10.43	4.16	-11.20	0.23
8,203.00	0.57	20.44	8,202.42	10.87	4.69	-11.79	0.98
8,267.00	0.68	349.99	8,266.42	11.54	4.73	-12.44	0.54
8,330.00	0.40	290.88	8,329.42	11.99	4.48	-12.78	0.93
8,394.00	0.56	238.45	8,393.41	11.91	3.99	-12.56	0.70
8,458.00	0.68	255.11	8,457.41	11.65	3.36	-12.12	0.32
8,521.00	0.56	263.29	8,520.41	11.52	2.71	-11.80	0.21
8,585.00	0.53	304.20	8,584.40	11.65	2.15	-11.75	0.60
8,648.00	0.91	335.34	8,647.40	12.27	1.70	-12.20	0.84
8,712.00	0.59	344.34	8,711.39	13.05	1.40	-12.85	0.53
8,775.00	0.36	344.28	8,774.39	13.55	1.26	-13.28	0.37
8,838.00	0.21	255.68	8,837.39	13.71	1.10	-13.39	0.65
8,902.00	0.21	178.01	8,901.39	13.57	0.99	-13.21	0.41
8,965.00	0.67	197.17	8,964.39	13.10	0.88	-12.74	0.76
9,029.00	1.10	181.18	9,028.38	12.13	0.76	-11.77	0.77
9,092.00	0.83	200.57	9,091.37	11.09	0.59	-10.74	0.67
9,156.00	1.07	224.39	9,155.36	10.23	0.00	-9.74	0.71
9,219.00	0.96	186.33	9,218.36	9.29	-0.47	-8.70	1.06
9,283.00	0.68	181.23	9,282.35	8.38	-0.53	-7.81	0.45
9,347.00	0.83	187.93	9,346.34	7.54	-0.60	-6.99	0.27
9,410.00	1.27	173.88	9,409.33	6.39	-0.59	-5.90	0.80
9,474.00	1.52	166.94	9,473.31	4.86	-0.33	-4.53	0.47
9,537.00	1.57	174.16	9,536.29	3.19	-0.05	-3.02	0.32

Design Report for #16-16-36 BTR - Sperry MWD Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
9,601.00	1.05	199.12	9,600.27	1.76	-0.15	-1.63	1.19
9,664.00	1.01	210.08	9,663.26	0.73	-0.62	-0.51	0.32
9,727.00	1.32	194.23	9,726.25	-0.45	-1.08	0.76	0.71
9,791.00	0.93	213.04	9,790.24	-1.80	-1.54	1.99	0.83
9,854.00	0.94	222.24	9,853.23	-2.41	-2.17	2.96	0.24
9,918.00	1.33	210.64	9,917.22	-3.44	-2.90	4.16	0.70
9,981.00	0.84	218.21	9,980.21	-4.44	-3.54	5.31	0.79
10,045.00	0.74	192.93	10,044.20	-5.22	-3.91	6.17	0.52
10,108.00	1.00	200.76	10,107.19	-6.13	-4.20	7.12	0.45
10,172.00	0.72	168.55	10,171.19	-7.05	-4.32	8.03	0.66
10,235.00	1.11	148.72	10,234.18	-7.96	-3.92	8.78	0.79
10,273.00	1.13	151.47	10,272.17	-8.60	-3.55	9.28	0.15
Final Sperry MWD Survey							
10,325.00	1.13	151.47	10,324.16	-9.50	-3.06	9.98	0.00
Straight Line Projection to TD							

Design Annotations

Measured Depth (ft)	Vertical Depth (ft)	Local Coordinates		Comment
		+N/-S (ft)	+E/-W (ft)	
138.00	138.00	0.19	0.11	First Sperry MWD Survey
10,273.00	10,272.17	-8.60	-3.55	Final Sperry MWD Survey
10,325.00	10,324.16	-9.50	-3.06	Straight Line Projection to TD

Vertical Section Information

Angle Type	Target	Azimuth (°)	Origin Type	Origin		Start TVD (ft)
				+N/-S (ft)	+E/-W (ft)	
TD	No Target (Freehand)	197.66	Slot	0.00	0.00	0.00

Survey tool program

From (ft)	To (ft)	Survey/Plan	Survey Tool
138.00	10,325.00	Sperry MWD Surveys	MWD

Targets

Target Name	Dip Angle (°)	Dip Dir. (°)	TVD (ft)	+N/-S (ft)	+E/-W (ft)	Northing (ft)	Easting (ft)	Latitude	Longitude
16-16-36 BTR_BHL	0.00	0.00	10,279.00	0.00	0.00	686,674.27	2,262,110.26	40° 12' 53.399 N	110° 33' 41.119 W
- hit/miss target									
- Shape									
- actual wellpath misses target center by 11.54ft at 10273.00ft MD (10272.17 TVD, -8.60 N, -3.55 E)									
- Circle (radius 200.00)									

North Reference Sheet for Sec. 16-T3S-R6W - #16-16-36 BTR - Plan #1

All data is in US Feet unless otherwise stated. Directions and Coordinates are relative to True North Reference.
Vertical Depths are relative to KB @ 6079.00ft (Patterson 506). Northing and Easting are relative to #16-16-36 BTR
Coordinate System is US State Plane 1927 (Exact solution), Ulah Central 4302 using datum NAD 1927 (NADCON CONUS), ellipsoid Clarke 1866
Projection method is Lambert Conformal Conic (2 parallel)
Central Meridian is 111° 30' 0.000 W°, Longitude Origin:0° 0' 0.000 E°, Latitude Origin:40° 39' 0.000 N°
False Easting: 2,000,000.00ft, False Northing: 0.00ft, Scale Reduction: 0.99992075

Grid Coordinates of Well: 686,674.27 ft N, 2,262,110.26 ft E
Geographical Coordinates of Well: 40° 12' 53.40" N, 110° 33' 41.12" W
Grid Convergence at Surface is: 0.60°

Based upon Minimum Curvature type calculations, at a Measured Depth of 10,325.00ft
the Bottom Hole Displacement is 9.98ft in the Direction of 197.86° (True).

Magnetic Convergence at surface is: -11.09° (25 July 2010, , BGGM2010)



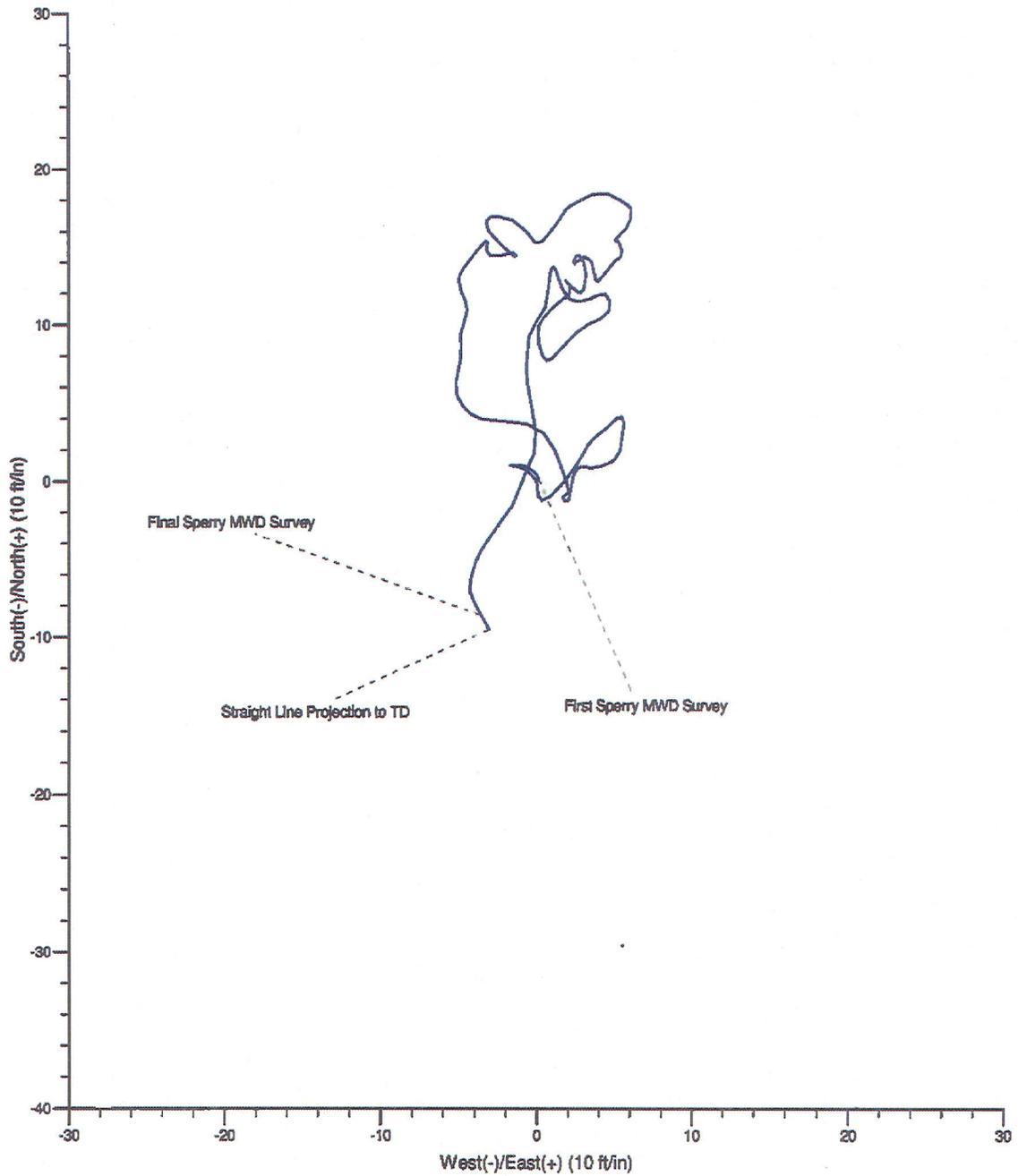
Magnetic Model: BGGM2010
Date: 25-Jul-10
Declination: 11.70°
Inclination/Dip: 65.87°
Field Strength: 52350

Grid North is 0.60° East of True North (Grid Convergence)
Magnetic North is 11.70° East of True North (Magnetic Declination)
Magnetic North is 11.09° East of Grid North (Magnetic Convergence)

To convert a True Direction to a Grid Direction, Subtract 0.60°
To convert a Magnetic Direction to a True Direction, Add 11.70° East
To convert a Magnetic Direction to a Grid Direction, Add 11.09°

LEGEND

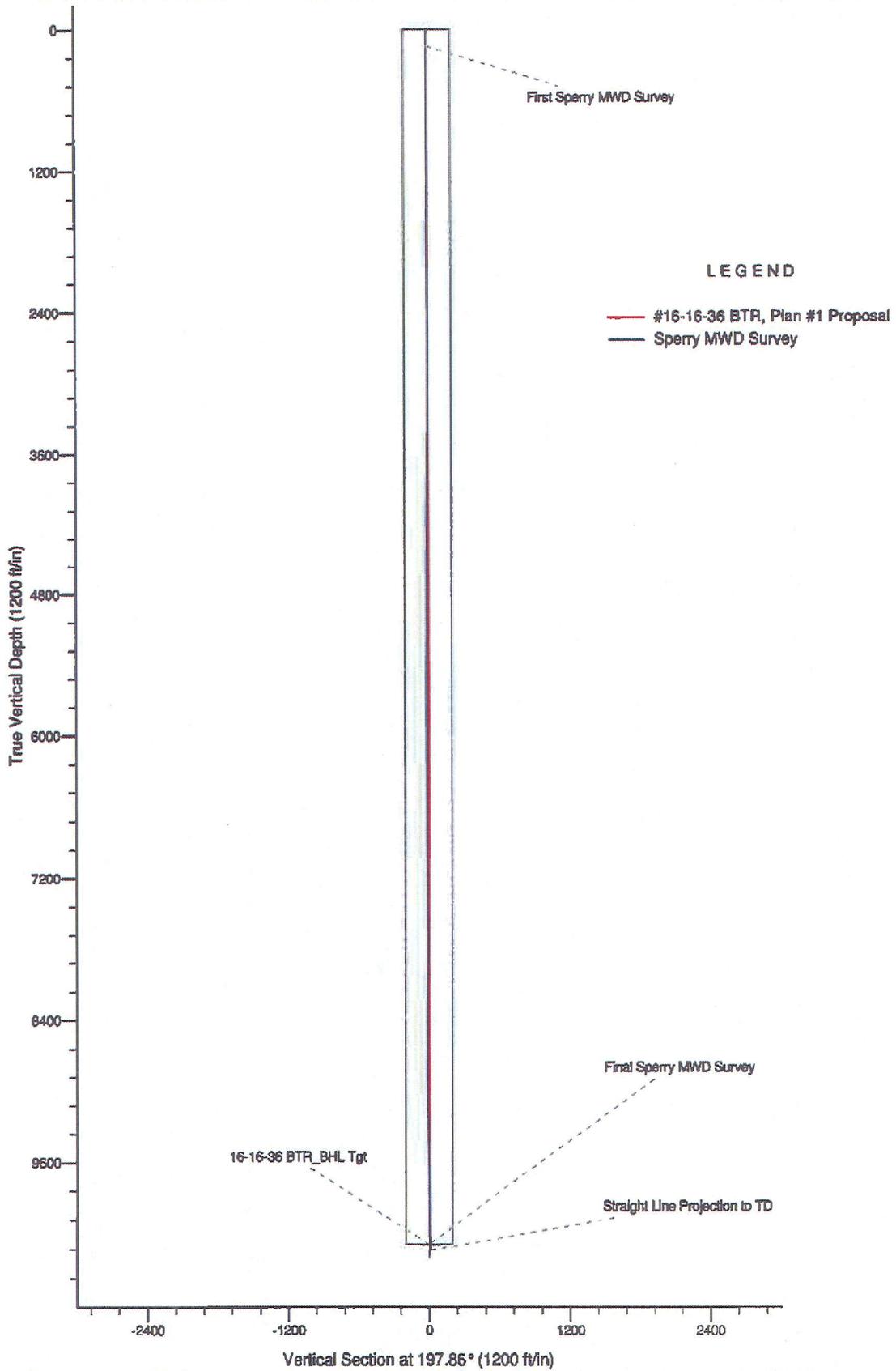
- #16-16-36 BTR, Plan #1 Proposal
- Sperry MWD Survey



Project: Duchesne County, UT (NAD 1927)
Site: Sec. 16-T3S-R6W
Well: #16-16-36 BTR

Bill Barrett Corp

HALLIBURTON
Sperry Drilling



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

Effective Date: 11/1/2016

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

WELL INFORMATION:

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

OPERATOR CHANGES DOCUMENTATION:

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

REVIEW:

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

NEW OPERATOR BOND VERIFICATION:

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

DATA ENTRY:

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

COMMENTS:

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

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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

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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

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

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

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

From: Bill Barrett Corporation

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

From: Bill Barrett Corporation

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"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion:	<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

DIV. OIL GAS & MINING
BY: Rachael Medina

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

Request to Transfer Application or Permit to Drill

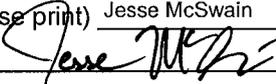
(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

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

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

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

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

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

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

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

UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

Well Name and Number 6-32-36 BTR SWD		API Number 4301350921
Location of Well Footage : 1628 FNL 1553 FWL County : DUCHENSE		Field or Unit Name CEDAR RIM
QQ, Section, Township, Range: SENW 32 3S 6W State : UTAH		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><i>[Signature]</i></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Title: <u>EH&S, Government and Regulatory Affairs</u>
Comments:	Date: <u>10/20/16</u>

NEW OPERATOR

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u><i>[Signature]</i></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: *[Signature]*
 Title: VIC Geologist

Approval Date: 11/3/16

Comments:

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

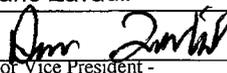
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

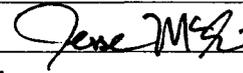
Well Name and Number 16-6D-46 BTR SWD	API Number 4301350781
Location of Well Footage : 0200 FSL 0099 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 6 4S 6W State : UTAH	Field or Unit Name ALTAMONT Lease Designation and Number 2OG0005608

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

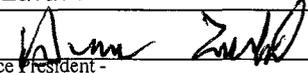
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

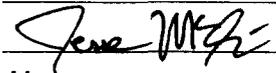
Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well Footage : 0539 FSL 0704 FEL County : DUCHESNE	Field or Unit Name CEDAR RIM
QQ, Section, Township, Range: SESE 9 3S 6W State : UTAH	Lease Designation and Number 2OG0005608

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&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.*