

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

1a. Type of work: <input checked="" type="checkbox"/> DRILL <input type="checkbox"/> REENTER		5. Lease Serial No. BIA-EDA-20G0005608
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	3b. Phone No. (include area code) (303) 312-8546	8. Lease Name and Well No. # 4-26-36 BTR
4. Location of Well (Report location clearly and in accordance with any State requirements.)* At surface 674' FNL x 1191' FWL, Sec. 26, T3S, R6W At proposed prod. zone 674' FNL x 1191' FWL, Sec. 26, T3S, R6W		9. API Well No. Pending 43-013-3 4139
14. Distance in miles and direction from nearest town or post office* Approximately 9.6 miles northwest of Duchesne, UT		10. Field and Pool, or Exploratory Altamont 55
15. Distance from proposed* location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 674' FNL	16. No. of acres in lease N/A	11. Sec., T. R. M. or Blk. and Survey or Area Sec. 26, T3S, R6W U.S.B.&M. NWNW
18. Distance from proposed location* to nearest well, drilling, completed, applied for, on this lease, ft. 2,300' abandoned oil well	19. Proposed Depth 9,720'	12. County or Parish Duchesne
21. Elevations (Show whether DF, KDB, RT, GL, etc.) 5939' Ungraded Ground	22. Approximate date work will start* 03/01/2009	13. State UT
17. Spacing Unit dedicated to this well 640		
20. BLM/BIA Bond No. on file Nationwide Bond # WYB000040		
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:

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

25. Signature 	Name (Printed/Typed) Reed Haddock	Date 11/14/2008
Title Permit Analyst		
Approved by 	Name (Printed/Typed) BRADLEY G. HILL	Date 05-03-10
Title ENVIRONMENTAL MANAGER		

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

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

(Continued on page 2)

\*(Instructions on page 2)

**Federal Approval of this  
Action is Necessary**

539575X  
44494304  
48.196223  
4110.535049

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

1980 Alum. Cap  
08' High  
"ALLRED-PEATROSS"  
Pile of Stones,  
Steel Post

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

## BILL BARRETT CORPORATION

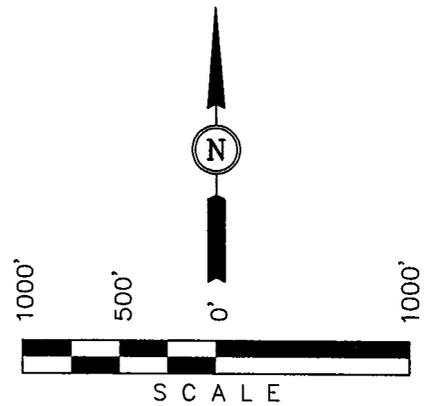
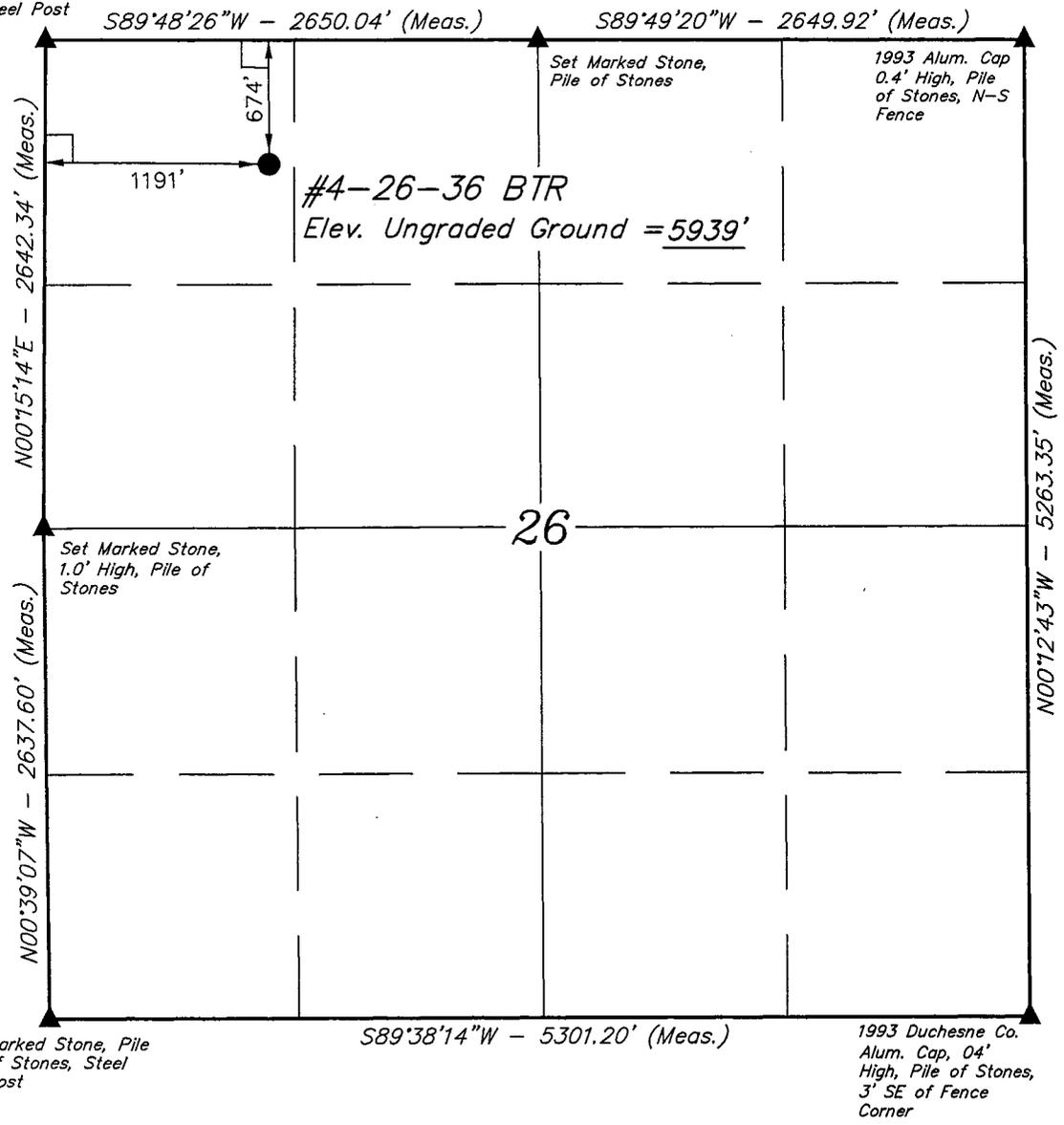
Well location, #4-26-36 BTR, located as shown in the NW 1/4 NW 1/4 of Section 26, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

### BASIS OF ELEVATION

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

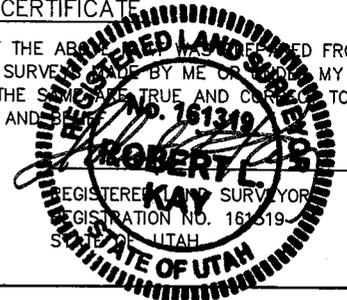
### BASIS OF BEARINGS

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



### CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE WAS OBTAINED FROM FIELD NOTES OF ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO BEST OF MY KNOWLEDGE AND BELIEF.



### LEGEND:

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

(NAD 83)  
LATITUDE = 40°11'46.73" (40.196314)  
LONGITUDE = 110°32'08.62" (110.535728)  
(NAD 27)  
LATITUDE = 40°11'46.89" (40.196358)  
LONGITUDE = 110°32'06.06" (110.535017)

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

SCALE 1" = 1000'	DATE SURVEYED: 09-18-08	DATE DRAWN: 10-21-08
PARTY D.S. E.D. C.H.	REFERENCES G.L.O. PLAT	
WEATHER WARM	FILE BILL BARRETT CORPORATION	

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

UDWR Easement Lease No. DUC-0910EA-055

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

**EXHIBITS**

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

**SECTION 1 GRANT AND LOCATION OF EASEMENT**

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

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

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

## SECTION 2 PURPOSE AND SCOPE OF EASEMENT

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

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

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

### SECTION 3 TERM AND RENEWAL

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

### SECTION 4 RENT/ PAYMENTS

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

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

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

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

## SECTION 5 NOTIFICATION OF ACTIVITIES

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

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

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

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

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

- 6.6 Road Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the road in satisfactory and functional repair.
- (a) BBC herein is responsible for maintaining any roads on Surface Owner's property used in conjunction with this Agreement; however, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective users of said roads. Where one or more authorized party(ies) uses a road, or portion thereof, those parties shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided Surface Owner reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.
- (b) During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
- (1) The appointment of a maintainer, which may be one of the Parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- (2) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.
- 6.7 Road Repair.** BBC shall repair or cause to be repaired at its sole cost and expense that damage to roads used under this Easement in excess of that caused by normal and prudent usage of said roads. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above. BBC may add or replace gravel on road surfaces on the Burdened Property, but shall not pave any portion of the road without Surface Owner's written consent.
- 6.8 Road Restoration.** If BBC fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, BBC shall resurface that portion so affected at its sole cost and expense. Where the Easement crosses existing roads, BBC shall restore roads as near as practicable to their original condition, if any damage occurs to those roads during BBC's use of this Easement.
- 6.9 Road Improvements.** Unless the Parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver.
- 6.10 Road Relocation.** Surface Owner may request the relocation of a road in order to protect wildlife, soil, or vegetation resources or minimize damage thereto, so long as the new location does not unreasonably interfere with BBC's rights herein. The costs of such relocation shall be divided as negotiated and agreed by the Parties.
- 6.11 Resource Damage.** BBC shall take all reasonable precautions to protect Surface Owner-owned crops and trees. BBC shall report to Surface Owner any visible resource damage, illegal dumping, or any other change in condition on the Burdened Property that is observed from BBC's observations of the Easement.

## SECTION 7 INTERFERENCE

## SECTION 8 COMPLIANCE WITH LAWS

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

## SECTION 9 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

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

- (a) BBC shall immediately notify Surface Owner if BBC becomes aware of any of the following:
- (1) A release or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property;
  - (2) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, in the event BBC observes or is notified of such violations;
  - (3) Any lien or action with respect to any of the foregoing; or
  - (4) Any notification from the U.S. Environmental Protection Agency (EPA) or the State of Utah that remediation or removal of Hazardous Substances is or may be required at the Burdened Property.
- (b) BBC shall, at Surface Owner's request, provide Surface Owner with copies of all reports, studies, or audits which pertain to the Burdened Property, and which are or were prepared by or for BBC and submitted to any federal, State, or local authorities as required by any federal, State, or local permit, license, or law. These reports or permits may include, but are not limited to, any National or State Pollution Discharge Elimination System Permit, any Army Corps of Engineers permit, any Hydraulics Project Approval or any Water Quality Certification.

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

- (a) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by BBC, its contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, during the term of this Easement or during any time when BBC occupies or occupied the Property.
- (b) The release or threatened release of any Hazardous Substance in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, which release or threatened release occurs or occurred during the term of this Easement or during any time when BBC occupies or occupied the Burdened Property or any such other property and as a result of:
- (1) Any act or omission of BBC, its contractors, agents, employees, guests, invitees, or affiliates; or
  - (2) Any reasonably foreseeable act or omission of a third party unless BBC exercised the utmost care with respect to the reasonably foreseeable acts or omissions of the third party and the reasonably foreseeable consequences of those acts or omissions.
- (c) A breach of the obligations of Subsection 9.3, above, by BBC, its contractors,

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

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

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

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

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

**9.8 Contamination Investigation.**

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

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

- 9.9 Reservation of Rights.** The Parties have agreed to allocate certain environmental liabilities by the terms of Section 9. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 9.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental liabilities not covered by Subsection 9.5, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property or any other property subject to use by BBC in conjunction with its use of the Burdened Property that either Party may have against the other under federal, state or local laws, including but not limited to, 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 that BBC is in material breach of this Easement and BBC fails to cure that breach within ninety (90) days of Surface Owner's notice, or such longer period as may be required under the circumstances as approved by Surface Owner. If the breaching party fails to correct such breach or fails to diligently undertake efforts to cure such breach within such period, Surface Owner may terminate this Easement without further notice; provided, however, such termination shall not release the breaching party from liability for damage prior to such termination. In addition to terminating this Easement, Surface Owner shall have any other remedy available to it. Surface Owner's failure to exercise its right to terminate at any time shall not waive Surface Owner's right to terminate for any future breach.
- 11.2 Termination for Non-Use.**

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

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

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

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

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

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

## SECTION 12. RECLAMATION

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

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

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

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

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

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

## **SECTION 14 INDEMNITY**

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

## SECTION 15 FINANCIAL SECURITY

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

## SECTION 17 ADVANCES BY SURFACE OWNER

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

## SECTION 18 NOTICE

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

**Surface Owner**

Habitat Section

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

AND

Habitat Section

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

**BBC**

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

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

## SECTION 19 RESERVATIONS

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

## SECTION 20 CULTURAL RESOURCES

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

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

## SECTION 21 ASSIGNMENT

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

## SECTION 22 SUCCESSORS AND ASSIGNS

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

## SECTION 23 TIME IS OF THE ESSENCE

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

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

#### **SECTION 25 APPLICABLE LAW AND VENUE**

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

#### **SECTION 26 MODIFICATION**

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

#### **SECTION 27 SURVIVAL**

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

#### **SECTION 28 WAIVER**

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

#### **SECTION 29 WATER RIGHTS**

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

#### **SECTION 30 INVALIDITY**

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

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

**SURFACE OWNER**

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

**BBC**

**BILL BARRETT CORPORATION**

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

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

Date: 4/4/10

Date: 3/27/2010

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

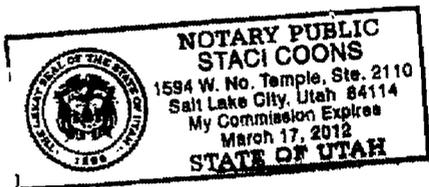
By: *Linda Braithwaite*  
Linda Braithwaite  
Budget Officer  
Date: 3/3/10

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

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

*Acting*

*Alan Clark*



*Staci Coons*  
Notary Public for the State of Utah

Residing at *Salt Lake*

My commission expires *3/17/2012*

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

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

*Cynthia A. Sandell*

**Exhibit A.1**

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

**BASIS OF BEARINGS**

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

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

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

**Legal Description of Access Road**

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

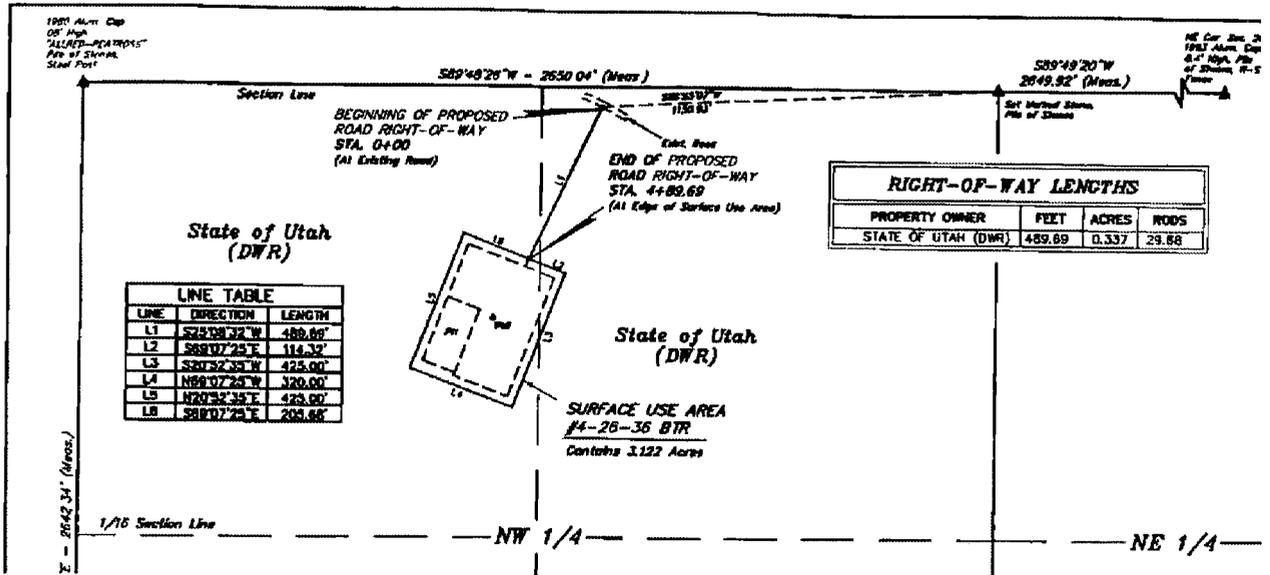
**BEGINNING AT A POINT IN THE NE 1/4 NW 1/4 OF SECTION 26, T3S, R6W, U.S.B.&M. WHICH BEARS S86°55'07"W 1150.93' FROM THE NORTH 1/4 CORNER OF SAID SECTION 26, THENCE S25°08'32"W 489.69' TO A POINT IN THE NW 1/4 NW 1/4 OF SAID SECTION 26 WHICH BEARS S68°59'57"E 1384.69' FROM THE NORTHWEST CORNER OF SAID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

**Legal Description of Pipeline**

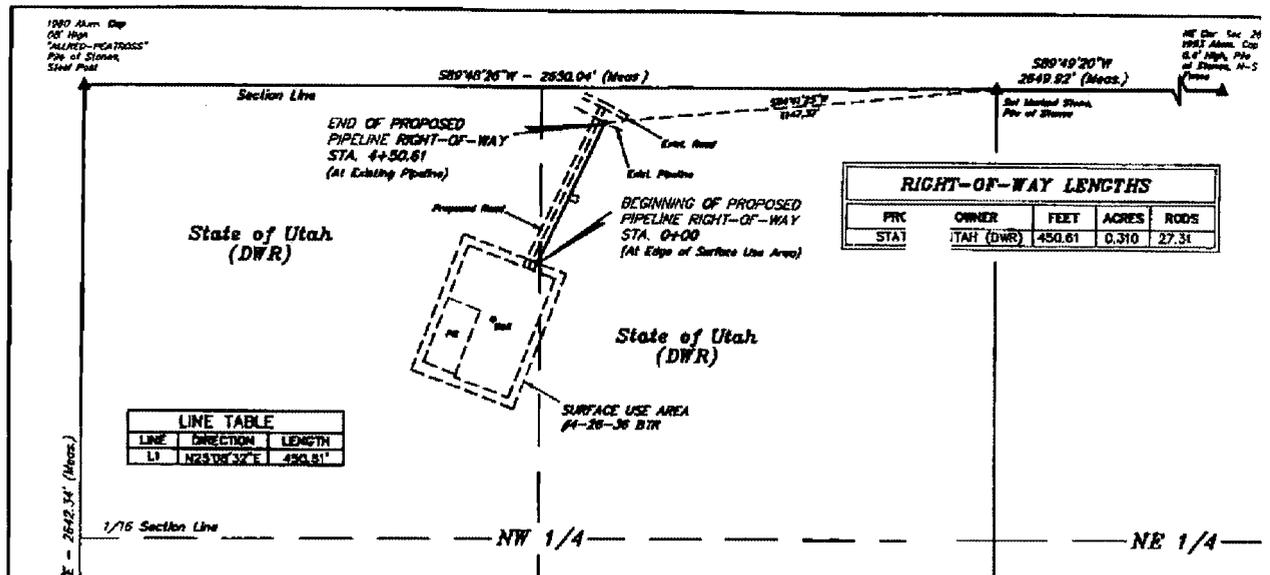
**A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.**

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

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



**Pipeline Depiction**



**Exhibit B.1**

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

**BASIS OF BEARINGS**

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

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

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

**Legal Description of Access Road**

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

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

**Legal Description of Pipeline**

**PIPELINE RIGHT-OF-WAY DESCRIPTION**

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

**Exhibit B.2**

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

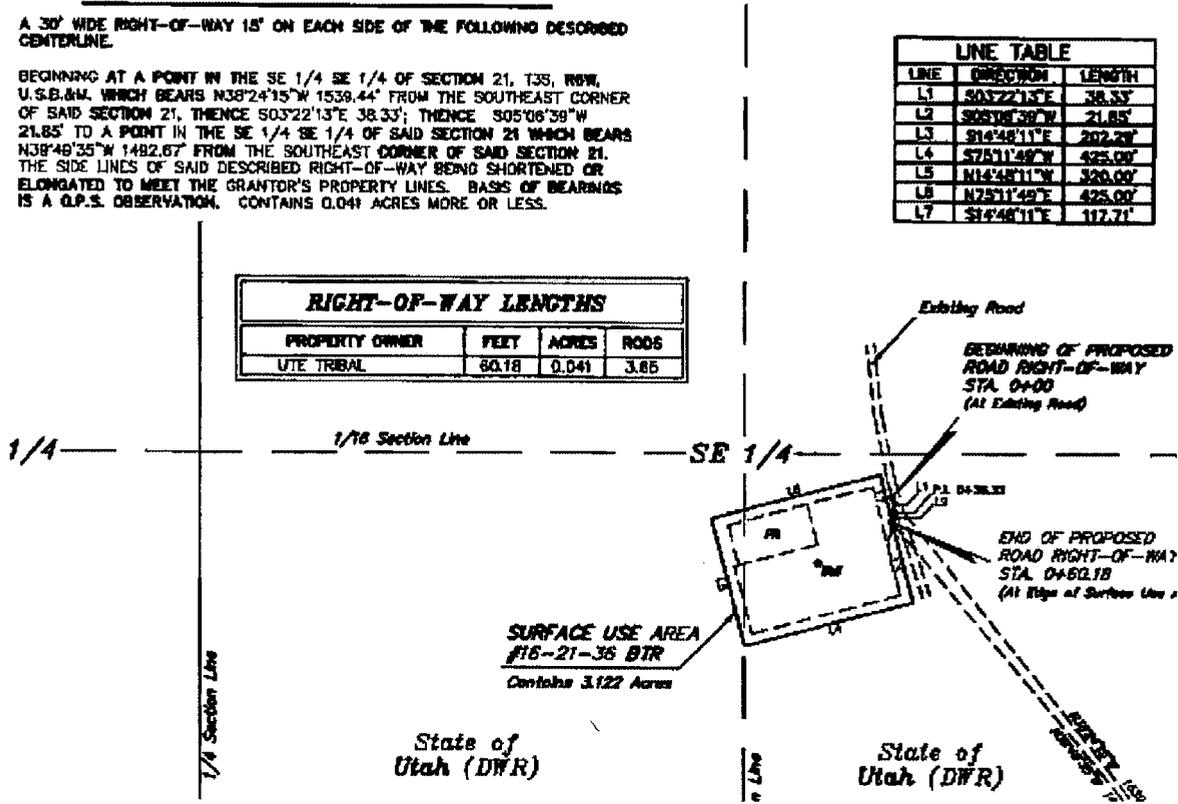
**ROAD RIGHT-OF-WAY DESCRIPTION**

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

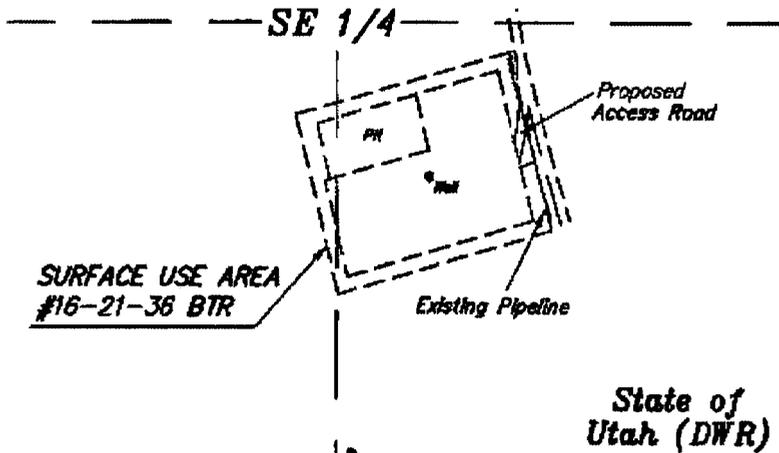
BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 21, T35, R0W, U.S.B.M. WHICH BEARS N38°24'15"W 1539.44' FROM THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE S03°22'13"E 38.33'; THENCE S05°06'39"W 21.85' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 21 WHICH BEARS N38°49'35"W 1482.67' FROM THE SOUTHEAST CORNER OF SAID SECTION 21, THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.041 ACRES MORE OR LESS.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S03°22'13"E	38.33'
L2	S05°06'39"W	21.85'
L3	S14°48'11"E	202.29'
L4	S75°11'49"W	425.00'
L5	N14°48'11"W	320.00'
L6	N75°11'49"E	425.00'
L7	S14°48'11"E	117.71'

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
UTE TRIBAL	80.18	0.041	3.85



**Pipeline Depiction**  
Pipeline Contained Within Surface Use Area



**Exhibit C.1**

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

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

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

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

**Legal Description of Access Road**

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

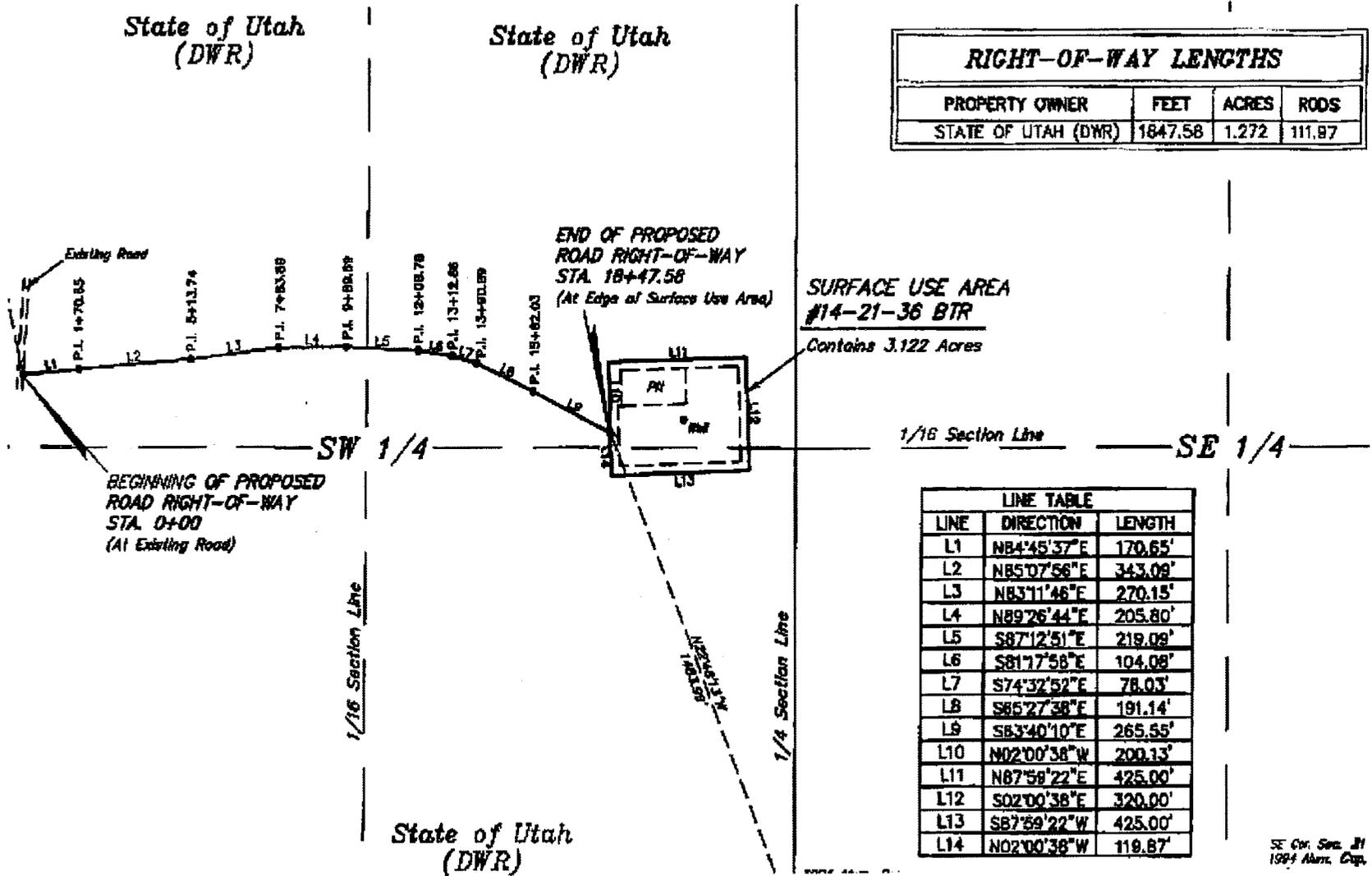
BEGINNING AT A POINT IN THE NW 1/4 SW 1/4 OF SECTION 21, T3S, R6W, U.S.B.&M. WHICH BEARS S13°16'42"E 1149.58' FROM THE WEST 1/4 CORNER OF SAID SECTION 21, THENCE N84°45'37"E 170.85'; THENCE N85°07'58"E 343.09'; THENCE N83°11'46"E 270.15'; THENCE N89°28'44"E 205.80'; THENCE S87°12'51"E 219.09'; THENCE S81°17'58"E 104.08'; THENCE S74°32'52"E 78.03'; THENCE S65°27'38"E 191.14'; THENCE S83°40'10"E 265.55' TO A POINT IN THE NE 1/4 SW 1/4 OF SAID SECTION 21 WHICH BEARS N22°48'13"W 1483.99' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 21. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.272 ACRES MORE OR LESS.

**Legal Description of Pipeline**

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

BEGINNING AT A POINT IN THE NE 1/4 SW 1/4 OF SECTION 21, T3S, R6W, U.S.B.&M. WHICH BEARS N23°11'31"W 1457.38' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 21, THENCE N63°40'10"W 278.64'; THENCE N65°27'38"W 188.76'; THENCE N74°32'52"W 74.57'; THENCE N81°17'58"W 101.32'; THENCE N87°12'51"W 217.07'; THENCE S89°28'44"W 203.71'; THENCE S83°11'46"W 269.21'; THENCE S85°07'56"W 343.43'; THENCE S86°22'10"W 201.28'; THENCE N01°56'36"E 389.88'; THENCE N00°31'21"W 508.87'; THENCE N03°58'08"E 320.43'; THENCE N04°37'44"W 167.77'; THENCE N00°47'44"W 319.95'; THENCE N11°56'37"W 253.41' TO A POINT IN THE SW 1/4 NW 1/4 OF SAID SECTION 21 WHICH BEARS N13°48'46"E 815.73' FROM THE EAST 1/4 CORNER OF SAID SECTION 21. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.630 ACRES MORE OR LESS.

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



**Exhibit C.3**  
 Depiction of Pipeline for Wellsite #14-21-36 BTR

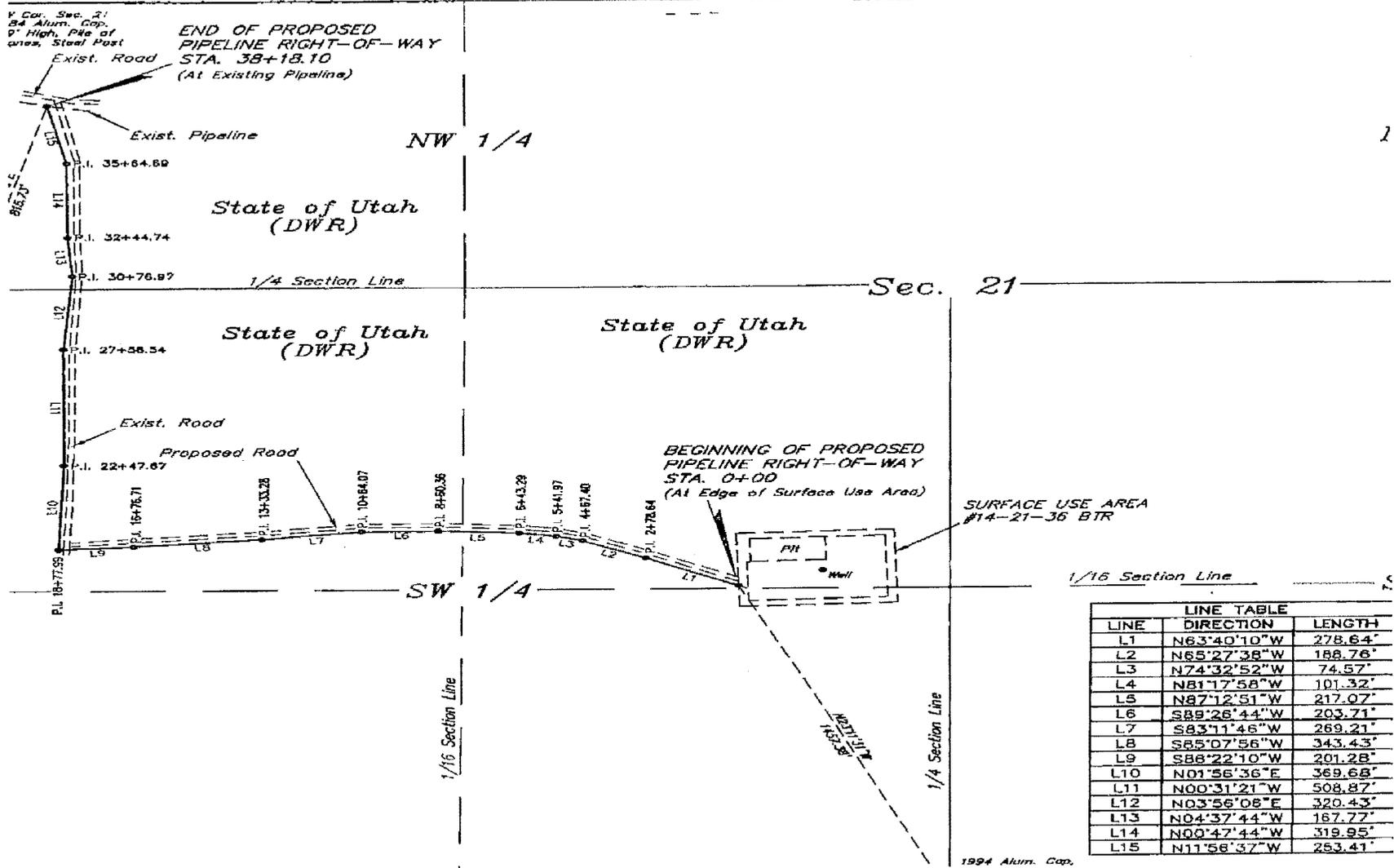


Exhibit D.1

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

BASIS OF BEARINGS

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

DAMAGE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 16, T3S, R8W, U.S.B.&M. WHICH BEARS N62°01'11"W 1651.00' FROM THE EAST 1/4 CORNER OF SAID SECTION 16, THENCE N74°59'25"W 126.01'; THENCE N15°00'35"E 405.00'; THENCE S74°59'25"E 320.00'; THENCE S15°00'35"W 405.00'; THENCE N74°59'25"W 193.99' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.975 ACRES MORE OR LESS.

Legal Description of Access Road

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

BEGINNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 15, T3S, R8W, U.S.B.&M. WHICH BEARS S13°02'24"E 2174.43' FROM THE NORTH 1/4 CORNER OF SAID SECTION 15, THENCE N63°59'43"W 131.77'; THENCE N60°55'09"W 148.58'; THENCE N74°51'43"W 85.12'; THENCE N79°41'40"W 57.26'; THENCE N87°26'28"W 75.84'; THENCE S88°51'24"W 248.65'; THENCE S81°31'32"W 81.45'; THENCE S70°36'02"W 121.26'; THENCE S66°38'50"W 204.48'; THENCE S82°51'18"W 233.68'; THENCE S65°25'59"W 84.15'; THENCE S80°39'33"W 98.80'; THENCE S81°44'15"W 134.92'; THENCE S89°59'28"W 65.42'; THENCE N74°31'16"W 113.70'; THENCE N57°40'59"W 76.48'; THENCE N52°02'46"W 112.00'; THENCE N49°20'14"W 67.70'; THENCE N47°52'32"W 92.04'; THENCE N26°22'41"W 75.65'; THENCE N05°13'51"W 99.31'; THENCE N08°50'07"W 45.15'; THENCE N26°03'13"W 59.33'; THENCE N17°28'33"W 48.04'; THENCE N16°25'01"W 101.97'; THENCE N16°55'17"W 89.09'; THENCE N33°30'05"W 118.53'; THENCE N51°57'29"W 89.12'; THENCE N58°15'44"W 68.05'; THENCE N62°08'02"W 43.78'; THENCE N63°32'27"W 78.21'; THENCE N73°46'19"W 45.18'; THENCE N64°58'08"W 49.42'; THENCE S84°19'04"W 86.50'; THENCE S85°48'52"W 81.28'; THENCE N89°27'09"W 115.94'; THENCE N89°13'50"W 88.91'; THENCE S89°04'28"W 63.22'; THENCE S82°42'26"W 100.33'; THENCE S79°16'48"W 21.96' TO A POINT ON THE WEST LINE OF THE SW 1/4 NW 1/4 OF SAID SECTION 15, WHICH BEARS N00°25'15"E 1298.01' FROM THE WEST 1/4 CORNER OF SAID SECTION 15, THENCE S79°16'48"W 74.85'; THENCE S77°24'56"W 80.28'; THENCE S78°22'17"W 79.97'; THENCE N87°13'53"W 68.80'; THENCE N87°34'38"W 148.08'; THENCE N88°16'04"W 45.65'; THENCE S82°49'07"W 41.77'; THENCE S81°33'10"W 63.14'; THENCE S31°04'50"W 78.11'; THENCE S29°39'01"W 78.43'; THENCE S26°44'07"W 184.84'; THENCE S27°30'48"W 85.45'; THENCE S40°20'46"W 95.98'; THENCE S54°41'59"W 71.74'; THENCE S58°59'28"W 46.13'; THENCE S65°51'44"W 45.58'; THENCE S76°45'50"W 43.64'; THENCE S79°30'44"W 50.00'; THENCE S86°24'19"W 52.57'; THENCE N86°19'21"W 47.02'; THENCE N80°33'11"W 66.85'; THENCE N80°12'11"W 50.57'; THENCE N80°47'45"W 82.92'; THENCE N66°37'19"W 37.99'; THENCE V49°14'09"W 48.04'; THENCE N35°55'27"W 29.99' TO A POINT IN THE SW 1/4 NE 1/4 OF SECTION 16, T3S, R8W, U.S.B.&M. WHICH BEARS N62°01'11"W 1651.00' FROM THE EAST 1/4 CORNER OF SAID SECTION 16. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.840 ACRES MORE OR LESS. ▲=



**Exhibit D.3**  
**Legal Description of Pipeline for Wellsite #7-16-36- BTR**

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

BEGINNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 16, T3S, R6W, U.S.B.&M. WHICH BEARS N61°41'14"W 1610.45' FROM THE EAST 1/4 CORNER OF SAID SECTION 16, THENCE N49°14'09"W 35.90'; THENCE N66°37'19"W 31.06'; THENCE N80°47'45"W 79.95'; THENCE N80°12'11"W 50.62'; THENCE N80°33'11"W 65.51'; THENCE N86°19'21"W 44.17'; THENCE S86°24'19"W 49.47'; THENCE S79°30'44"W 47.90'; THENCE S76°45'50"W 40.66'; THENCE S65°51'44"W 41.69'; THENCE S58°59'28"W 43.70'; THENCE S54°41'59"W 87.65'; THENCE S40°20'46"W 90.02'; THENCE S27°30'48"W 82.47'; THENCE S26°44'07"W 185.30'; THENCE S29°39'01"W 79.38'; THENCE S31°04'50"W 85.23'; THENCE S81°33'10"W 74.64'; THENCE S82°49'07"W 48.41'; THENCE N88°16'04"W 47.75'; THENCE N87°34'38"W 148.30'; THENCE N87°13'53"W 63.07'; THENCE S76°22'17"W 76.59'; THENCE S77°24'56"W 80.89'; THENCE S79°16'48"W 79.98' TO A POINT ON THE EAST LINE OF THE NE 1/4 NE 1/4 OF SAID SECTION 16 WHICH BEARS S00°25'15"W 1298.56' FROM THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S79°16'48"W 17.78'; THENCE S82°42'26"W 102.47'; THENCE S89°04'28"W 64.98'; THENCE N89°13'50"W 89.23'; THENCE N89°27'09"W 114.85'; THENCE S85°46'52"W 89.92'; THENCE S84°19'04"W 88.54'; THENCE N84°56'08"W 54.22'; THENCE N73°46'19"W 49.86'; THENCE N63°32'27"W 78.76'; THENCE N62°08'02"W 45.35'; THENCE N56°15'44"W 70.27'; THENCE N51°57'29"W 74.12'; THENCE N33°30'05"W 126.23'; THENCE N16°55'17"W 92.84'; THENCE N16°25'01"W 101.84'; THENCE N17°28'33"W 45.93'; THENCE N26°03'13"W 61.24'; THENCE N08°50'07"W 49.72'; THENCE N05°13'51"W 95.43'; THENCE N26°22'41"W 66.24'; THENCE N47°52'32"W 86.98'; THENCE N49°20'14"W 66.79'; THENCE N52°02'46"W 110.18'; THENCE N57°40'59"W 71.53'; THENCE N74°31'16"W 106.60'; THENCE S89°59'28"W 60.21'; THENCE S81°44'15"W 132.88'; THENCE S80°39'33"W 95.22'; THENCE S65°25'59"W 90.25'; THENCE S82°51'18"W 233.95'; THENCE S86°38'50"W 206.17'; THENCE S70°36'02"W 124.52'; THENCE S81°31'32"W 85.66'; THENCE S89°51'24"W 251.06'; THENCE N87°26'28"W 78.12'; THENCE N79°41'40"W 60.00'; THENCE N74°51'43"W 69.24'; THENCE N60°04'33"W 210.73'; THENCE N05°09'05"E 51.50'; THENCE N64°33'47"W 71.81'; THENCE S84°12'24"W 138.15'; THENCE S84°42'54"W 71.00'; THENCE N44°42'50"W 52.81' TO A POINT IN THE SW 1/4 NE 1/4 OF SECTION 15, T3S, R6W, U.S.B.&M. WHICH BEARS S18°50'07"E 2292.07' FROM THE NORTH 1/4 CORNER OF SAID SECTION .15. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 4.026 ACRES MORE OR LESS.

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N49°14'09"W	35.90'	L24	S77°24'56"W	80.89'	L47	N47°52'32"W	86.98'
L2	N66°37'19"W	31.06'	L25	S79°16'48"W	79.98'	L48	N49°20'14"W	66.79'
L3	N80°47'45"W	79.95'	L26	S79°16'48"W	17.78'	L49	N52°02'46"W	110.18'
L4	N80°12'11"W	50.62'	L27	S82°42'26"W	102.47'	L50	N57°40'59"W	71.53'
L5	N80°33'11"W	65.51'	L28	S89°04'28"W	64.98'	L51	N74°31'16"W	106.60'
L6	N86°19'21"W	44.17'	L29	N89°13'50"W	89.23'	L52	S89°59'28"W	60.21'
L7	S86°24'19"W	49.47'	L30	N89°27'09"W	114.85'	L53	S81°44'15"W	132.88'
L8	S79°30'44"W	47.90'	L31	S85°46'52"W	89.92'	L54	S80°39'33"W	95.22'
L9	S76°45'50"W	40.66'	L32	S84°19'04"W	88.54'	L55	S65°25'59"W	90.25'
L10	S65°51'44"W	41.69'	L33	N84°56'08"W	54.22'	L56	S62°51'18"W	233.95'
L11	S58°59'28"W	43.70'	L34	N73°46'19"W	49.86'	L57	S66°38'50"W	206.17'
L12	S54°41'59"W	87.65'	L35	N63°32'27"W	78.76'	L58	S70°36'02"W	124.52'
L13	S40°20'46"W	90.02'	L36	N62°08'02"W	45.35'	L59	S81°31'32"W	85.66'
L14	S27°30'48"W	82.47'	L37	N56°15'44"W	70.27'	L60	S89°51'24"W	251.06'
L15	S26°44'07"W	185.30'	L38	N51°57'29"W	74.12'	L61	N87°26'28"W	78.12'
L16	S29°39'01"W	79.38'	L39	N33°30'05"W	126.23'	L62	N79°41'40"W	60.00'
L17	S31°04'50"W	85.23'	L40	N16°55'17"W	92.84'	L63	N74°51'43"W	69.24'
L18	S61°33'10"W	74.64'	L41	N16°25'01"W	101.84'	L64	N60°04'33"W	210.73'
L19	S82°49'07"W	48.41'	L42	N17°28'33"W	45.93'	L65	N05°09'05"E	51.50'
L20	N88°16'04"W	47.75'	L43	N26°03'13"W	61.24'	L66	N64°33'47"W	71.81'
L21	N87°34'38"W	148.30'	L44	N08°50'07"W	49.72'	L67	S84°12'24"W	138.15'
L22	N87°13'53"W	63.07'	L45	N05°13'51"W	95.43'	L68	S84°42'54"W	71.00'
L23	S76°22'17"W	76.59'	L46	N26°22'41"W	66.24'	L69	N44°42'50"W	52.81'



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

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

**Existing Roads:**

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

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

**Planned Access Roads:**

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

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

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

The following guidelines will apply if the well is productive:

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

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

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

**Location and Type of Water Supply**

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

**Source of Construction Materials:**

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

## Exhibit E

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

#### Existing Roads:

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

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

#### Planned Access Roads:

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#### Source of Construction Materials:

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

## Exhibit E

### Methods of Handling Waste Materials:

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

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

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

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

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

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

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

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

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

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

### Ancillary Facilities:

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

### Wellsite Layout:

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

## Exhibit E

### Plans for Restoration of the Surface:

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

Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, materials, trash, and debris not required for production. All reclamation standards will be developed between Bill 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.

## Exhibit E

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

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

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

### Other Information:

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

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

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

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

Travel will be restricted to approved travel routes.

### Bill Barrett Corporation and UDWR Contacts:

#### BBC REPRESENTATIVES:

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

#### UDWR REPRESENTATIVES:

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

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

Bond Number LPM8986618

**Easement Permit Bond**

KNOW ALL MEN BY THESE PRESENTS, That We Bill Barrett Corporation  
of Denver, CO  
hereinafter referred to as the Principal, and Fidelity and Deposit Company of Maryland  
a corporation organized and existing under the laws of the State of Maryland  
and authorized to do business in the State of Utah as Surety, are held and firmly  
bound unto State of Utah, Department of Natural Resources, Division of Wildlife  
Resources, 1594 W. North Temple, Ste 2110, SLC, UT  
herein after referred to as Obligee, in the sum of One Hundred Forty Five Thousand and no/100 Dollars  
~~(\$145,000.00)~~ lawful money of the United States of America  
to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators,  
successors and assigns, firmly by these presents.

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

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of this lease according to the  
requirements of the ordinance of said 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 7, 2011 and will continue with a Continuation  
Certificate signed by Principal and Surety.

SIGNED, SEALED and DATED this 7<sup>th</sup> day of January 2010

Bill Barrett Corporation

Principal

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

Fidelity and Deposit Company of Maryland

Surety

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



Exhibit F

Reclamation Bond #LPM8986618 Fidelity and Deposit Company of Maryland

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, designate and appoint Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Desiree E. WESTMORELAND, Kathleen A. SNYDER and Emily R. TERHUNE, all of Wichita, Kansas, as its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver, for, and on its behalf as aforesaid, 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



Handwritten signature of Gregory E. Murray

By: David S. Hewett

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland } ss:
City of Baltimore }

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

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



Handwritten signature of Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

Exhibit G  
**COOPERATIVE AGREEMENT**

between

**BILL BARRETT CORPORATION**

and the

**UTAH DIVISION OF WILDLIFE RESOURCES**

for

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

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

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

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

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

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

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

AGREED TO BY:

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

4/4/10  
Date

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

3/31/10  
Date



November 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

# 4-26-36 BTR  
Utah Division of Wildlife Resource Surface/Tribal Minerals  
NWNW, Section 26-T3S-R6W  
Duchesne County, Utah

Diana Mason, Permitting - Petroleum Technician:

Enclosed please find two copies of Bill Barrett Corporation's (BBC) application for permit to drill the above captioned well. Montgomery Archeological Consultants conducted a Class III archeological survey for this location on October 8th and 9<sup>th</sup>, 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 cursive script 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  
# 4-26-36 BTR  
Duchesne County, Utah

**HAZARDOUS MATERIAL DECLARATION**

WELL NO. # 4-26-36 BTR - LEASE NO. BIA-EDA-2OG0005608

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

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

Bill Barrett Corporation  
 Drilling Program  
 # 4-26-36 BTR  
 Duchesne County, Utah

**DRILLING PLAN**

BILL BARRETT CORPORATION  
 # 4-26-36 BTR  
 SHL: NW/4 NW/4, 674' FNL & 1191' FWL, Section 26-T3S-R6W  
 BHL: NW/4 NW/4, 674' FNL & 1191' FWL, Section 26-T3S-R6W  
 Surface Owner: Utah Division of Wildlife Resources  
 Duchesne County, Utah

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

<u>Formation</u>	<u>Depth – MD</u>
Green River	3,396'
Douglas Creek	6,296'
Black Shale	7,093'
Castle Peak	7,176'
Wasatch	7,917' *
TD	9,720'

\*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 <sup>3</sup> /sx) circulated to surface with 75% excess. Approximately 230 sx Halliburton Premium Plus cement with additives mixed at 15.8 ppg (yield = 1.20 ft <sup>3</sup> /sx).
5 ½" Production Casing	Approximately 350 sx Halliburton Hi-Fill Modified cement with additives mixed at 10.7 ppg (yield = 2.92 ft <sup>3</sup> /sx). Approximately 280 sx Halliburton Tuned Light RS-1 cement with additives mixed at 11.5 ppg (yield = 3.21 ft <sup>3</sup> /sx). Top of cement to be determined by log and sample evaluation; estimated TOC 2,500'.

**6. Mud Program**

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

**7. BOP and Pressure Containment Data**

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

**8. Auxiliary Equipment**

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

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

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

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

**10. Anticipated Abnormal Pressures or Temperatures**

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 4650 psi\* and maximum anticipated surface pressure equals approximately 2512 psi\*\* (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

Bill Barrett Corporation  
Drilling Program  
# 4-26-36 BTR  
Duchesne County, Utah

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

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

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

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

**12. Drilling Schedule**

Location Construction: Approximately February 1, 2009

Spud: Approximately March 1, 2009

Duration: 30 days drilling time

45 days completion time

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

**1. Existing Roads:**

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

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

**2. Planned Access Roads:**

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

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

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

Water wells – None.  
Shut-In wells – NE/4, Section 22, T3S, R6W  
                          NE/4, Section 27, T3S, R6W  
Abandoned wells – NE/4, Section 23, T3S, R6W  
                          SW/4, Section 23, T3S, R6W  
                          SW/4, Section 24, T3S, R6W  
                          NE/4, Section 26, T3S, R6W  
Disposal wells – None.  
Drilling wells – None.  
Producing wells – SW/4, Section 27, T3S, R6W  
                          NW/4, Section 25, 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-DOGMA standards for final well abandonment.

**11. Surface Ownership**

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

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

11/14/2008  
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 # 4-26-36 BTR

### OPERATOR CERTIFICATION

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

Name: Reed Haddock 11/14/08 Reed Haddock  
(Signature) (Date) (Printed)

Position Title Permit Analyst

Address 1099 18<sup>th</sup> Street, Suite 2300, Denver, CO 80202

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

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

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

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

E-mail (optional) mangus@billbarrettcorp.com

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

### LEASE CERTIFICATION

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

### SURFACE OWNERSHIP

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

**4-26-36 BTR Proposed Cementing Program**

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

<u>Job Recommendation</u>	<u>Production Casing</u>
<b>Lead Cement - (6593' - 3000')</b>	
Halliburton Hi-Fill Modified	Fluid Weight: 10.7 lbm/gal
0.2% HR-5	Slurry Yield: 2.92 ft <sup>3</sup> /sk
0.25 lbm/sk Poly-E-Flake	Total Mixing Fluid: 17.26 Gal/sk
5.0 lbm/sk Gilsonite	Top of Fluid: 3,000'
	Calculated Fill: 3,593'
	Volume: 177.80 bbl
	<b>Proposed Sacks: 350 sks</b>
<b>Tail Cement - (9720' - 6593')</b>	
Halliburton Tuned Light RS-1	Fluid Weight: 11.5 lbm/gal
0.2% Super CBL	Slurry Yield: 3.21 ft <sup>3</sup> /sk
0.2% HR-5	Total Mixing Fluid: 18.56 Gal/sk
	Top of Fluid: 6,593'
	Calculated Fill: 3,127'
	Volume: 154.75 bbl
	<b>Proposed Sacks: 280 sks</b>

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

**Design parameters:**

Collapse

Mud weight: 8.90 ppg

Design is based on evacuated pipe.

Burst

Max anticipated surface

pressure: 911 psi

Internal gradient: 0.22 psi/ft

Calculated BHP 1,351 psi

No backup mud specified.

**Minimum design factors:**

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

Tension:

8 Round STC: 1.80 (J)

8 Round LTC: 1.80 (J)

Buttress: 1.80 (J)

Premium: 1.80 (J)

Body yield: 1.80 (B)

Tension is based on buoyed weight.

Neutral point: 1,737 ft

**Environment:**

H2S considered? No

Surface temperature: 70.00 °F

Bottom hole temperature: 94 °F

Temperature gradient: 1.22 °F/100ft

Minimum section length: 1,500 ft

Cement top: Surface

Non-directional string.

**Re subsequent strings:**

Next setting depth: 9,500 ft

Next mud weight: 10.600 ppg

Next setting BHP: 5,231 psi

Fracture mud wt: 13.000 ppg

Fracture depth: 2,000 ft

Injection pressure 1,351 psi

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

Prepared Dominic Spencer  
by: Bill Barrett

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

Date: September 2,2008  
Denver, Colorado

Remarks:

Collapse is based on a vertical depth of 2000 ft, a mud weight of 8.9 ppg. The casing is considered to be evacuated for collapse purposes.

Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

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

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

CULTURAL RESOURCE INVENTORY OF  
BILL BARRETT CORPORATION'S PROPOSED  
#7-16-36 BTR, #16-16-36 BTR, #14-21-36 BTR,  
#16-21-36 BTR, #1-23-36 BTR, #3-23-36 BTR, #1-30-36 BTR,  
#16-30-36 BTR, #4-26-36 BTR AND #16-26-36 BTR  
WELL LOCATIONS, DUCHESNE COUNTY, UTAH

CULTURAL RESOURCE INVENTORY OF  
BILL BARRETT CORPORATION'S PROPOSED  
#7-16-36 BTR, #16-16-36 BTR, #14-21-36 BTR,  
#16-21-36 BTR, #1-23-36 BTR, #3-23-36 BTR, #1-30-36 BTR,  
#16-30-36 BTR, #4-26-36 BTR AND #16-26-36 BTR  
WELL LOCATIONS, DUCHESNE COUNTY, UTAH

By:

Jacki A. Montgomery

Prepared For:

State of Utah  
Division of Wildlife Resources

Prepared Under Contract With:

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

Prepared By:

Montgomery Archaeological Consultants, Inc.  
P.O. Box 219  
Moab, Utah 84532

MOAC Report No. 08-278

November 12, 2008

State of Utah Antiquities Project (Survey)  
Permit No. U-08-MQ-1099s

Public Lands Policy Coordination Office  
Archaeological Survey Permit No. 117

## INTRODUCTION

A cultural resource inventory was conducted by Montgomery Archaeological Consultants, Inc. (MOAC) in October 2008 for Bill Barrett Corporation's (BBC) 10 proposed well locations: #7-16-36 BTR, #16-16-36 BTR, #14-21-36 BTR, #16-21-36 BTR, #1-23-36 BTR, #3-23-36 BTR, #1-30-36 BTR, #16-30-36 BTR, #4-26-36 BTR and #16-26-36 BTR with associated access/pipeline corridors. The project area is located just northwest of the town of Duchesne, Utah. The survey was implemented at the request of Mr. Reed Haddock, Bill Barrett Corporation, Denver, Colorado. The project is situated on Utah Division of Wildlife Resources (DWR) land and private property.

The objective of the inventory was to locate, document, and evaluate any cultural resources within the project area in order to comply with Section 106 of 36 CFR 800, the National Historic Preservation Act of 1966 (as amended). Also, the inventory was implemented to attain compliance with a number of federal and state mandates, including the National Environmental and Policy Act of 1969, the Archaeological and Historic Conservation Act of 1972, the Archaeological Resources Protection Act of 1979, the American Indian Religious Freedom Act of 1978, and the Utah State Antiquities Act of 1973 (amended 1990).

The fieldwork was performed on October 8 and 9, 2008 by Chris Roberts (Field Supervisor) and assisted by Anthony Deleon under the auspices of State of Utah Antiquities Permit (Survey) No. U-08-MQ-1099s and Public Lands Policy Coordination Office Archaeological Survey Permit No. 117 issued to MOAC, Moab, Utah.

A file search for previous archaeological projects and cultural resources was conducted by Marty Thomas at the Division of State History, Salt Lake City, on October 6, 2008. This consultation indicated that several cultural resource inventories have been conducted in the vicinity of the current project area.

Table 1. Previous Cultural Resource Inventories.

Project No.	Company Name	Project Description	Sites in Current Project Area
U-82-NH-0507	Nickens and Associates	Archaeological Sample and Reconnaissance Survey on the Bonanza-UPALCO-Mona Transmission Line.	None
U-83-GC-0630	Grand River Consultants	Archaeological Survey for Koch Exploration's Five Well Locations.	None
U-84-GB-0166	Grand River Institute	CRI of Five Cedar Rim Wells & Related Access	None
U-86-CH-0208	CASA	CRI of Three Wellpads and Associated Access Roads and Pipeline Corridors	None
U-86-CH-0346	CASA	CRI Cedar Rim 12A and 13A Well Pads	None
U-86-SJ-071	Sagebrush Consultants	CRI of Two Well Pads for Santa Fe Energy Near Starvation Reservoir.	None

U-05-MQ-0372	MOAC	CRI of DWR's Rabbit Gulch Project	None
U-06-UQ-0739	UDWR	CRI of Rabbit Gulch Interseeding	None
U-07-MQ-0371	MOAC	CRI of BBC's Three BTR Well Locations	None
U-08-MQ-0305	MOAC	CRI of BBC's Five BTR Well Locations	None

DESCRIPTION OF PROJECT AREA

The project area lies north of US-40 between Rabbit Gulch and Sink Draw, Duchesne County, Utah. The legal description is Township 3 South, Range 6 West, Sections 14, 15, 16, 21, 23, 26 and 30 (Figure 1; Table 2)

Table 2. BBC's Ten Proposed BTR Well Locations.

Well Designation	Legal Location	Access/Pipeline	Cultural Resources
#7-16-36 BTR	T3S, R6W, Section 16 SE/NE	Access: 5452' Pipeline: 5767'	IF-A
#16-16-36 BTR	T3S, R6W, Section 16 SE/SE	Access: 1573' Pipeline: 1644'	None
#14-21-36 BTR	T3S, R6W, Section 21 NE/SW	Access: 1852' Pipeline: 3831'	None
#16-21-36 BTR	T3S, R6W, Section 21 SE/SE	In 10 Acre	None
#1-23-36 BTR	T3S, R6W, Section 23 NE/NE	Access: 1387' Pipeline: 1422'	None
#3-23-36 BTR	T3S, R6W, Section 23 NW/NE	Access: 1924' Pipeline: 2695'	None
#4-26-36 BTR	T3S, R6W, Section 26 NE/NE	Access: 564' Pipeline: 491'	None
#16-26-36 BTR	T3S, R6W, Section 26 SE/SE	Access: 2574' Pipeline: 2442'	None
#1-30-36 BTR	T3S, R6W, Section 30 NE/NE	Access: 2566' Pipeline: 2747'	None
#16-30-36 BTR	T3S, R6W, Section 30 SE/SE	Access: 5031' Pipeline: 520'	None

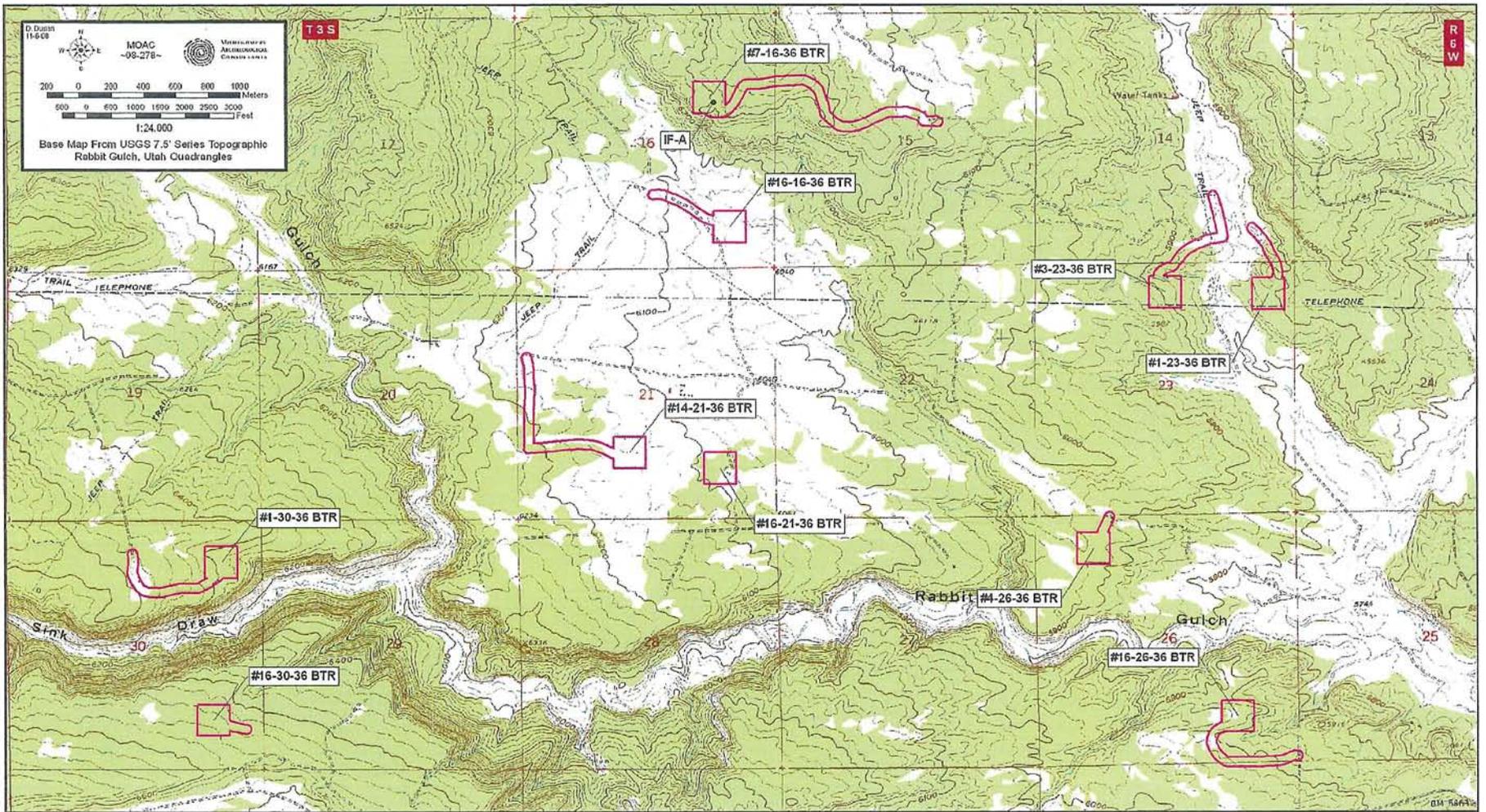


Figure 1. Bill Barrett Corporations 10 Proposed BTR Well Locations in Duchesne County, Utah.

## Environmental Setting

The project area lies within the Uinta Basin physiographic unit, a distinctly bowl-shaped geologic structure (Stokes 1986:231). The Uinta Basin ecosystem is within the Green River drainage, and is the northernmost extension of the Colorado Plateau. Geologically, the area consists of the Tertiary age Uinta formation, which is basically "gravel, sand and silt washed south off the Uinta Mountains" (Chronic 1990:45). The area is characterized by steep-sided narrow ridges and benches dissected by intermittent drainages. Outcrops of the Uinta formation are characterized by a dense dendritic drainage pattern and topographic relief. This Eocene-age formation occurs as fluvial deposited interbedded sandstone and mudstone and is well-known for its fossil vertebrates.

Specifically, the project area lies within a series of heavily dissected ridges north of the Strawberry River and adjacent to Rabbit Gulch. Elevation ranges from 5900 to 6400 ft asl. The project area is in the Upper Sonoran lifezone, and vegetation communities include the pinyon-juniper woodland, sagebrush, rabbitbrush, shadscale, cheatgrass, Indian ricegrass, prickly pear, hedgehog yucca, Indian paintbrush, and barrel cactus. Modern impacts include ranching activities, roads, recreational activities, and oil and gas development.

## SURVEY METHODOLOGY

An intensive pedestrian survey was performed for this project which is considered 100% coverage. At the proposed well locations a 10 acre parcel was identified, centered on the well pad center stake. The location was then surveyed by the archaeologist walking parallel transects spaced no more than 10 m (33 ft) apart. The proposed pipeline/access corridor was surveyed to a width of 61 m (200 ft) employing the same methods. Ground visibility was considered good. A total of 193.6 acres was surveyed for cultural resources of which 190.4 acres occur on DWR land and 3.2 acres is situated on private property.

## INVENTORY RESULTS

The inventory resulted in the documentation of an isolated find (IF-A). Isolated Find A is situated in the NW/SE/NE of Sec. 16, Township 3S, Range 6W (Figure 1). It lies along a rocky ridge within a pinyon-juniper woodland. Cultural materials are limited to four tan siltstone flakes (2 secondary and 2 angular debris) situated within a 12 m by 14 m area.

## MANAGEMENT RECOMMENDATIONS

The inventory of Bill Barrett Corporation's proposed 10 BTR well locations: #7-16-36 BTR, #16-16-36 BTR, #14-21-36 BTR, #16-21-36 BTR, #1-23-36 BTR, #3-23-36 BTR, #1-30-36 BTR, #16-30-36 BTR, #4-26-36 BTR and #16-26-36 BTR with associated access/pipeline corridors resulted in the documentation of a prehistoric isolated find of artifacts (IF-A). Based on the findings, archaeological clearance is recommended for the undertaking.

## REFERENCES CITED

Chronic, H.

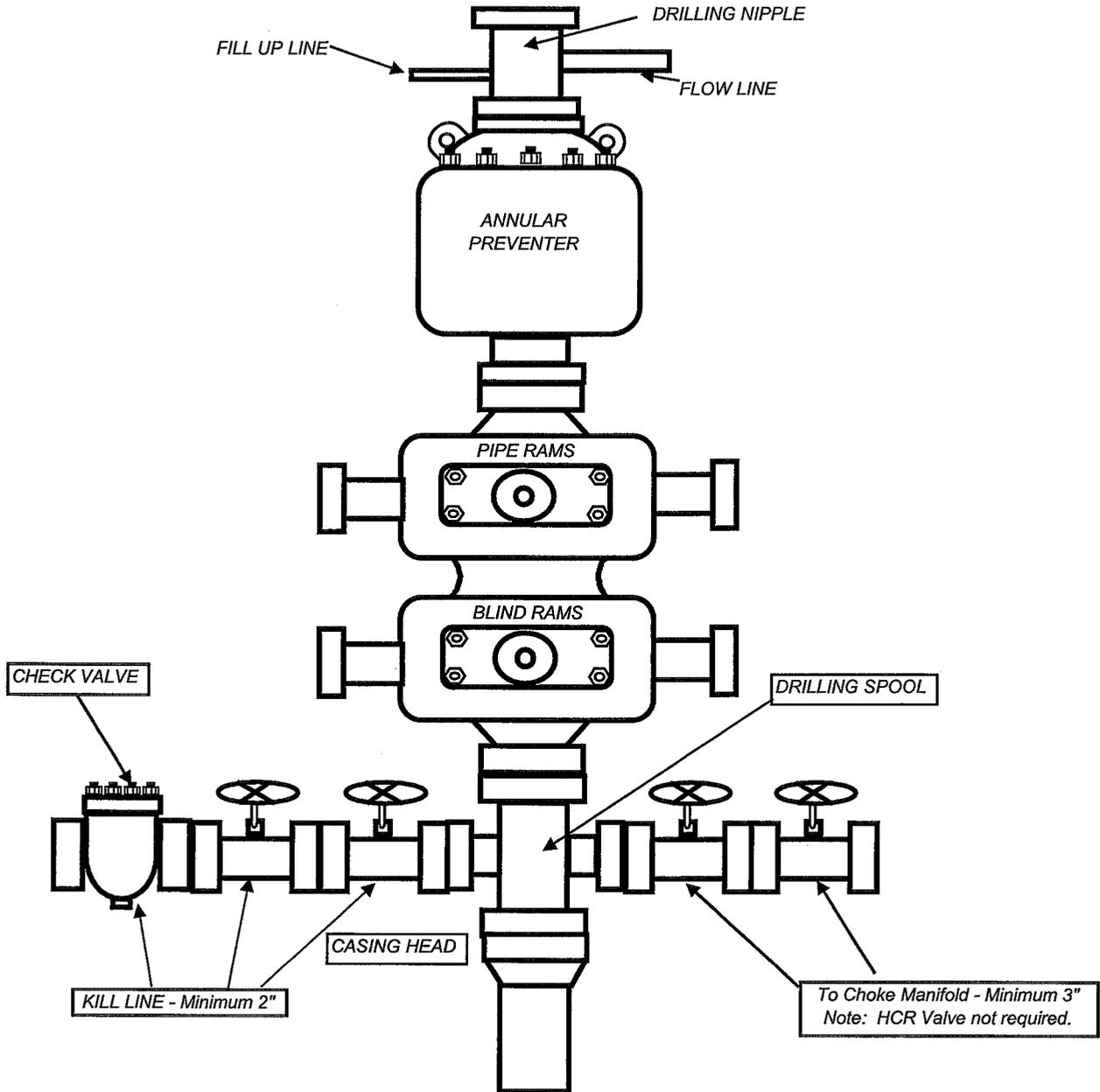
1990        *Roadside Geology of Utah*. Mountain Press, Missoula, Montana.

Stokes, W. L.

1986        *Geology of Utah*. Utah Museum of Natural History and Utah Geological and Mineral Survey. Salt Lake City.

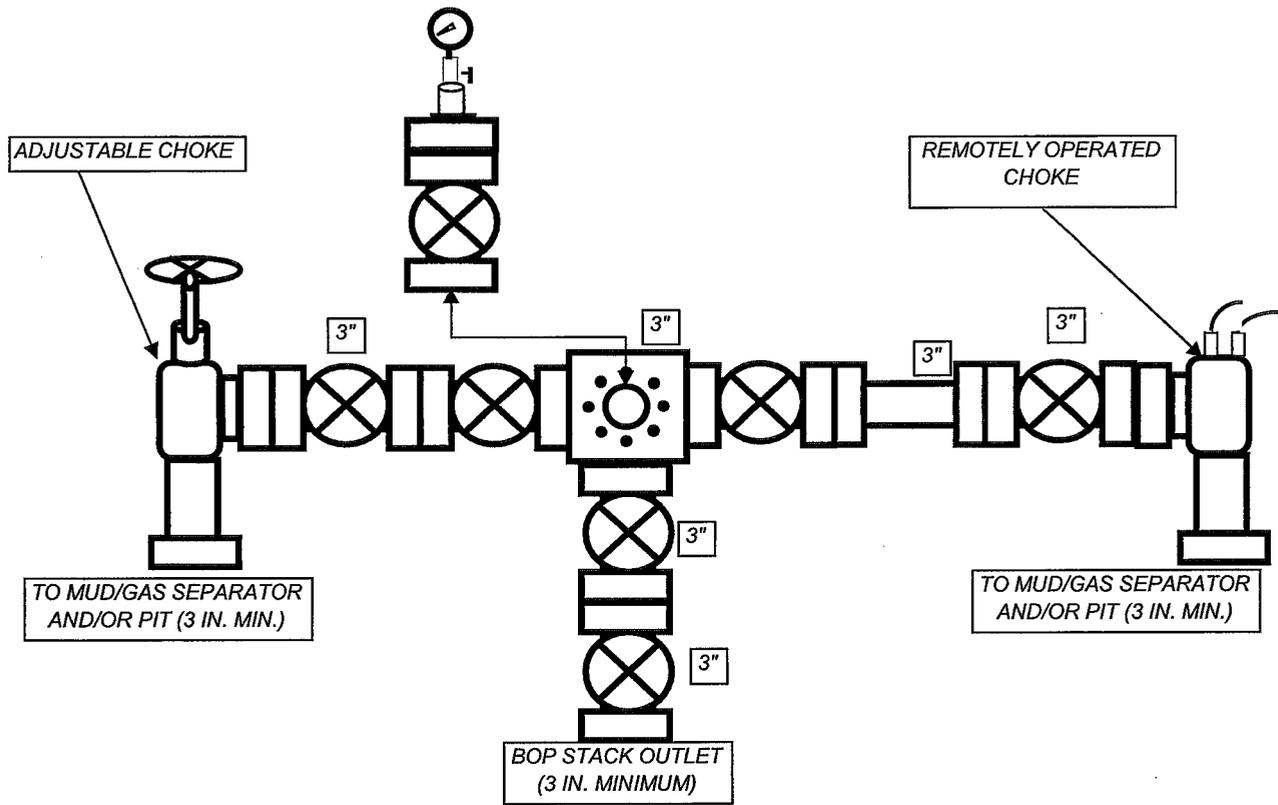
# BILL BARRETT CORPORATION

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



# BILL BARRETT CORPORATION

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



BILL BARRETT CORPORATION  
#4-26-36 BTR  
SECTION 26, T3S, R6W, U.S.B.&M.

PROCEED IN A WESTERLY DIRECTION FROM DUCHESNE, UTAH ALONG U.S. HIGHWAY 40 APPROXIMATELY 6.9 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTHEAST; TURN RIGHT AND PROCEED IN A NORTHEASTELY DIRECTION APPROXIMATELY 0.3 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTH; TURN LEFT AND PROCEED IN A NORTHERLY DIRECTION APPROXIMATELY 1.0 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISITING ROAD TO THE NORTHWEST; TURN LEFT AND PROCEED IN A NORTHWESTERLY DIRECTION APPROXIMATELY 1.3 MILES TO THE BEGINNING OF THE PROPOSED ACCESS TO THE SOUTHWEST; FOLLOW ROAD FLAGS IN A SOUTHWESTERLY DIRECTION APPROXIMATELY 0.1 MILES TO THE PROPOSED WELL LOCATION.

TOTAL DISTANCE FROM DUCHESNE, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 9.6 MILES.

**BILL BARRETT CORPORATION**

LOCATION LAYOUT FOR

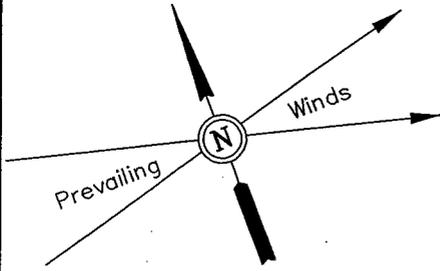
#4-26-36 BTR  
SECTION 26, T3S, R6W, U.S.B.&M.  
674' FNL 1191' FWL

**FIGURE #1**

SCALE: 1" = 60'

DATE: 10-21-08

DRAWN BY: C.H.



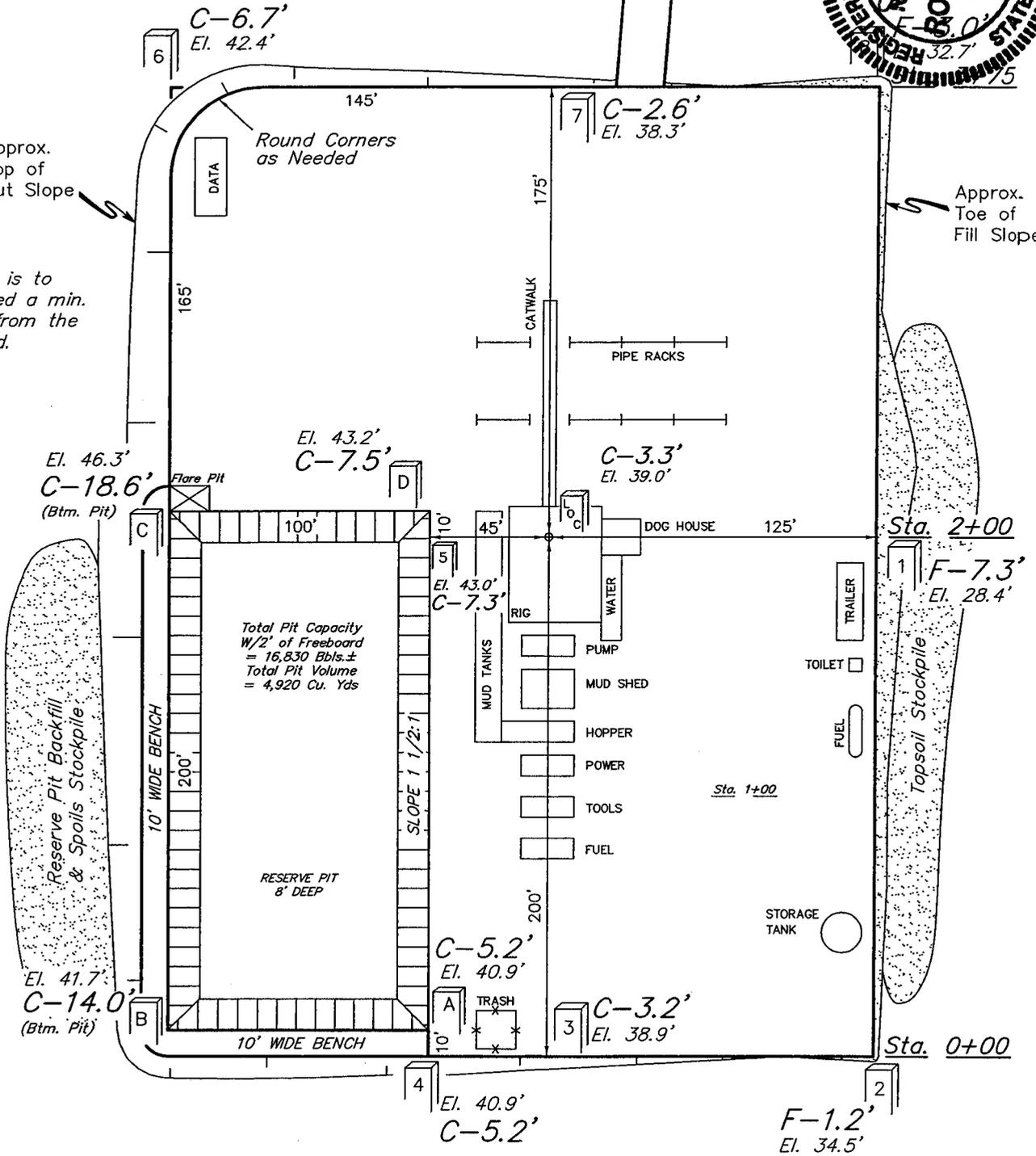
Proposed Access Road

Approx. Top of Cut Slope

Approx. Toe of Fill Slope

NOTE:

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



Elev. Ungraded Ground at Location Stake = 5939.0'

Elev. Graded Ground at Location Stake = 5935.7'

# BILL BARRETT CORPORATION

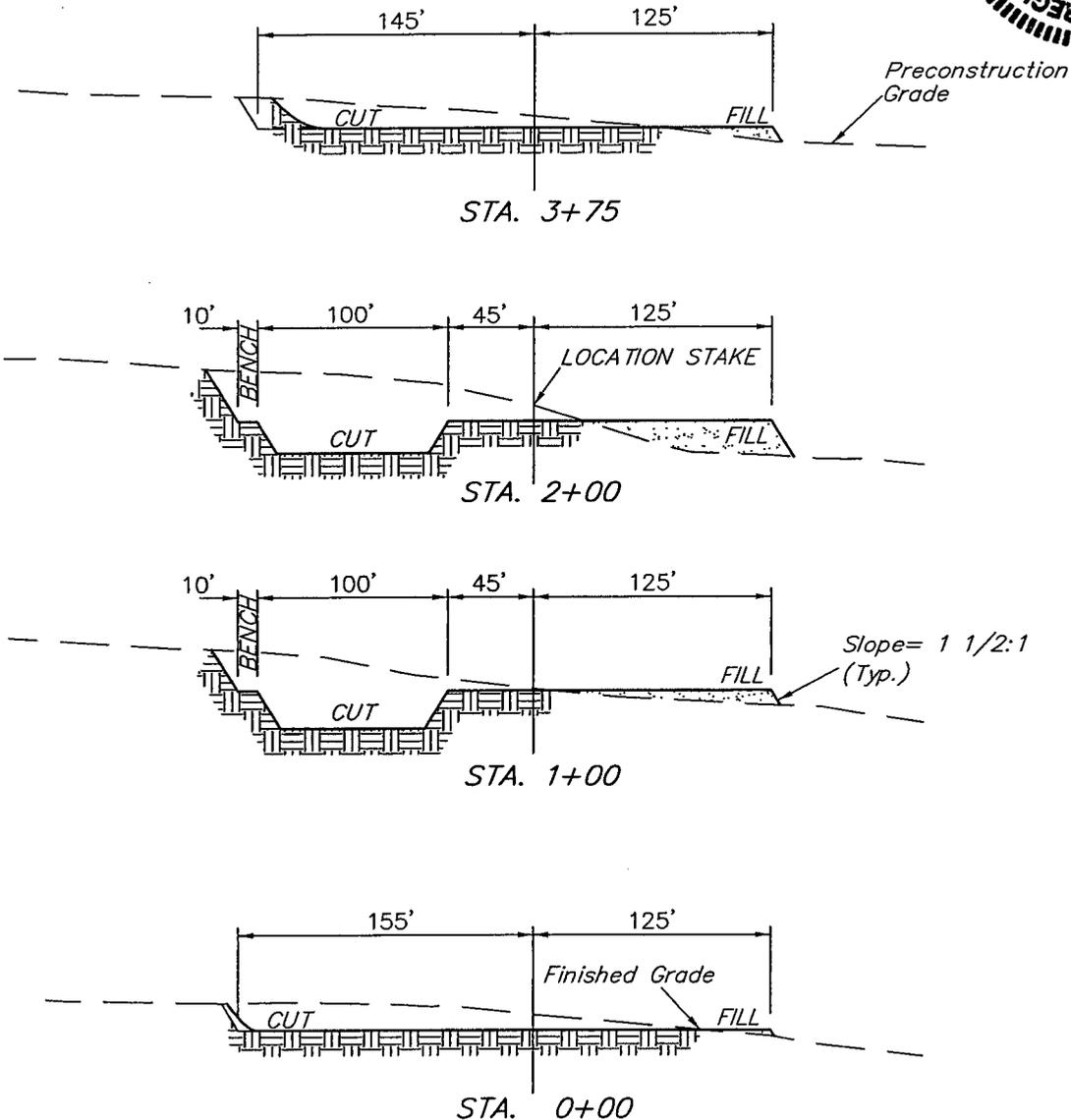
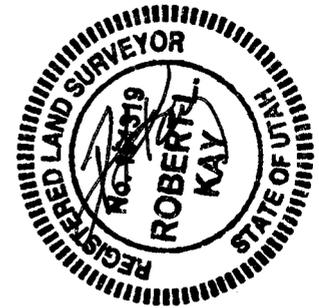
## TYPICAL CROSS SECTIONS FOR

#4-26-36 BTR  
SECTION 26, T3S, R6W, U.S.B.&M.  
674' FNL 1191' FWL

FIGURE #2

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

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



**NOTE:**

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

APPROXIMATE ACREAGES

WELL SITE DISTURBANCE = ±3.122 ACRES  
ACCESS ROAD DISTURBANCE = ±0.337 ACRES  
PIPELINE DISTURBANCE = ±0.310 ACRES

TOTAL = ±3.769 ACRES

**\* NOTE:**

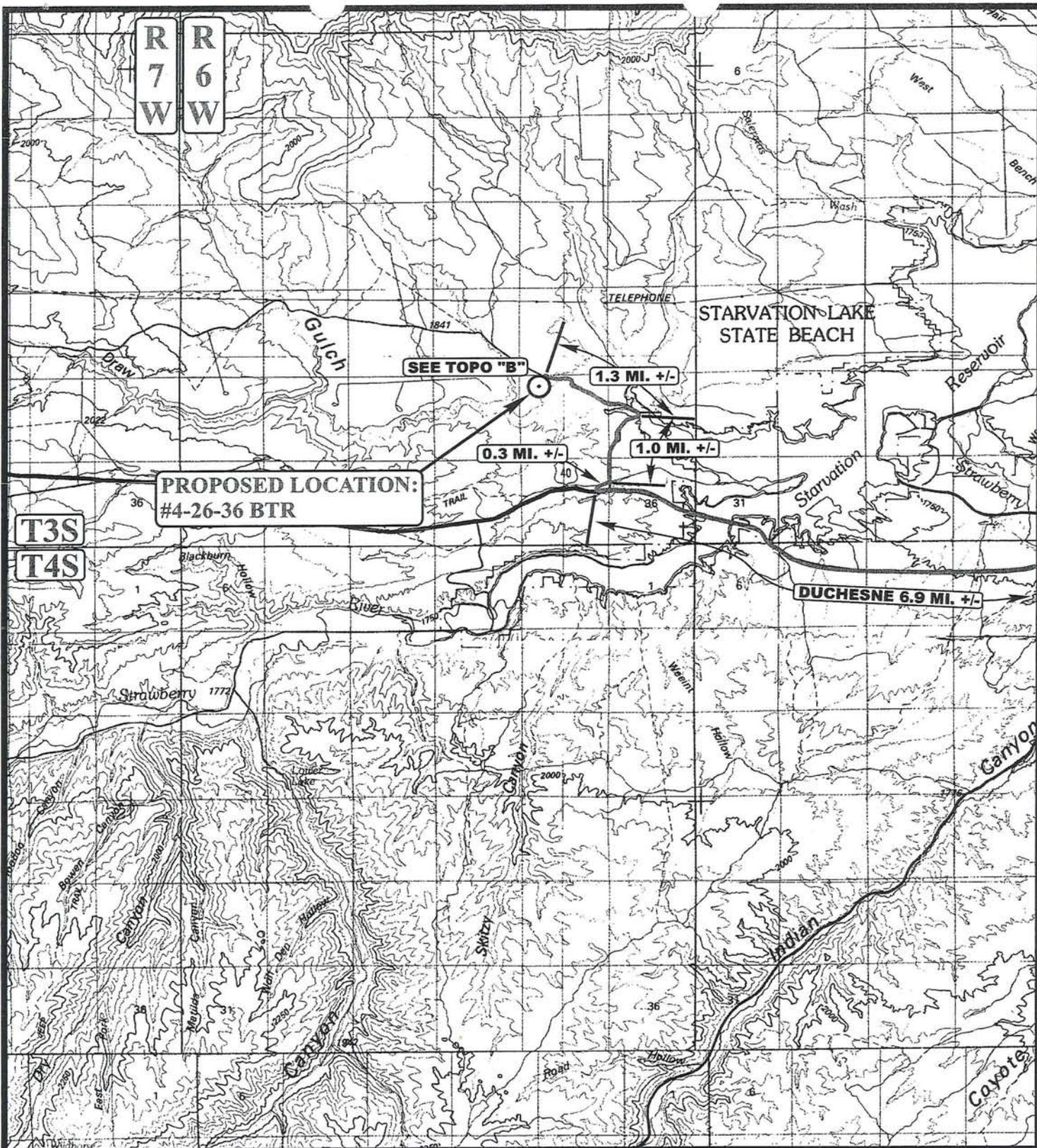
FILL QUANTITY INCLUDES 5% FOR COMPACTION

APPROXIMATE YARDAGES

CUT	
(6") Topsoil Stripping	= 2,160 Cu. Yds.
Remaining Location	= 17,940 Cu. Yds.
<b>TOTAL CUT</b>	<b>= 20,100 CU.YDS.</b>
<b>FILL</b>	<b>= 3,990 CU.YDS.</b>

EXCESS MATERIAL	= 16,110 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.)	= 4,620 Cu. Yds.
EXCESS UNBALANCE (After Interim Rehabilitation)	= 11,490 Cu. Yds.

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



**LEGEND:**

○ PROPOSED LOCATION

**BILL BARRETT CORPORATION**

#4-26-36 BTR

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

674' FNL 1191' FWL



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



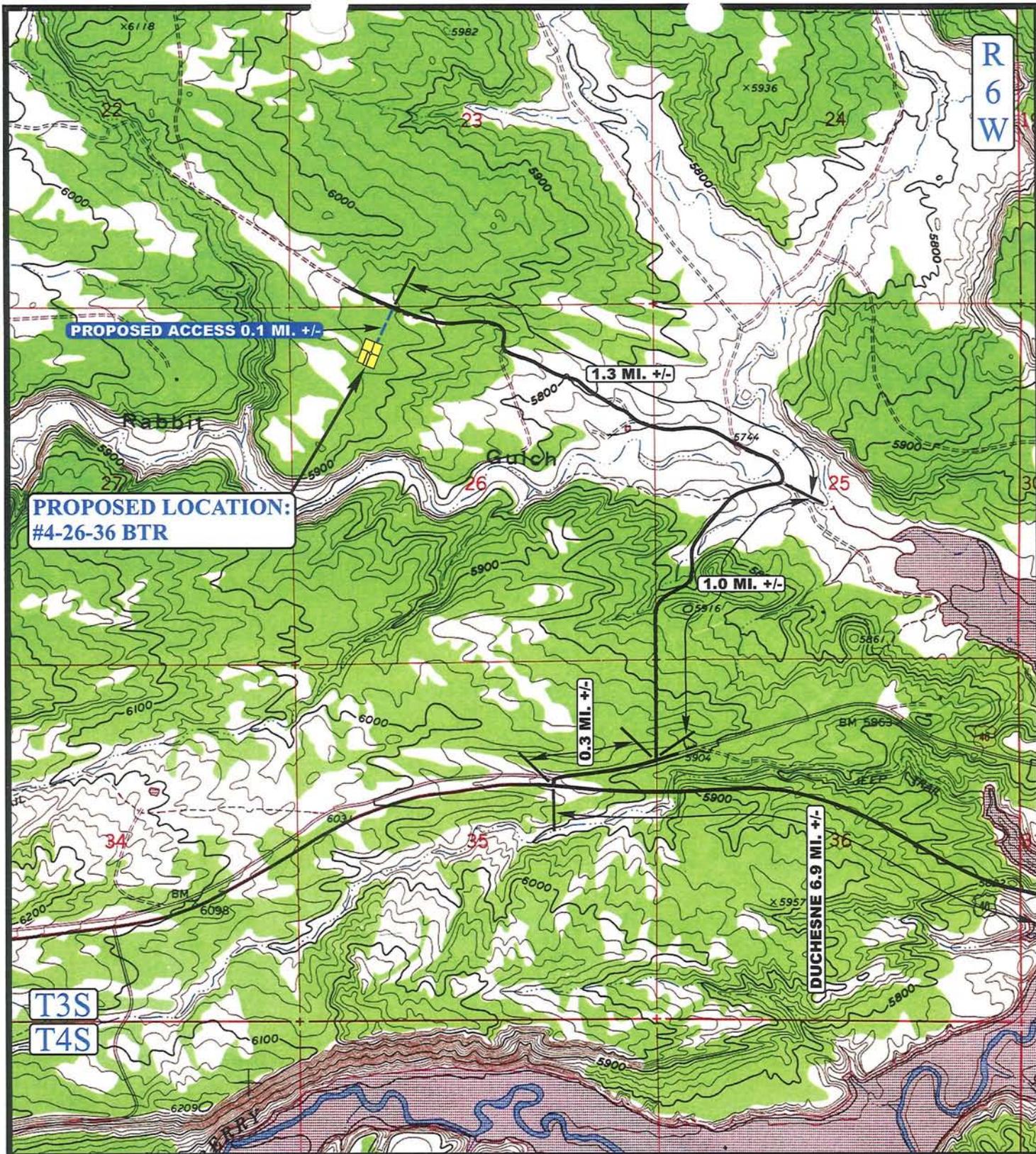
TOPOGRAPHIC  
MAP

10 | 14 | 08  
MONTH | DAY | YEAR

SCALE: 1:100,000 DRAWN BY: Z.L.

REVISED: 00-00-00





**LEGEND:**

- EXISTING ROAD
- PROPOSED ACCESS ROAD



**BILL BARRETT CORPORATION**

#4-26-36 BTR  
 SECTION 26, T3S, R6W, U.S.B.&M.  
 674' FNL 1191' FWL



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

**TOPOGRAPHIC  
 MAP**

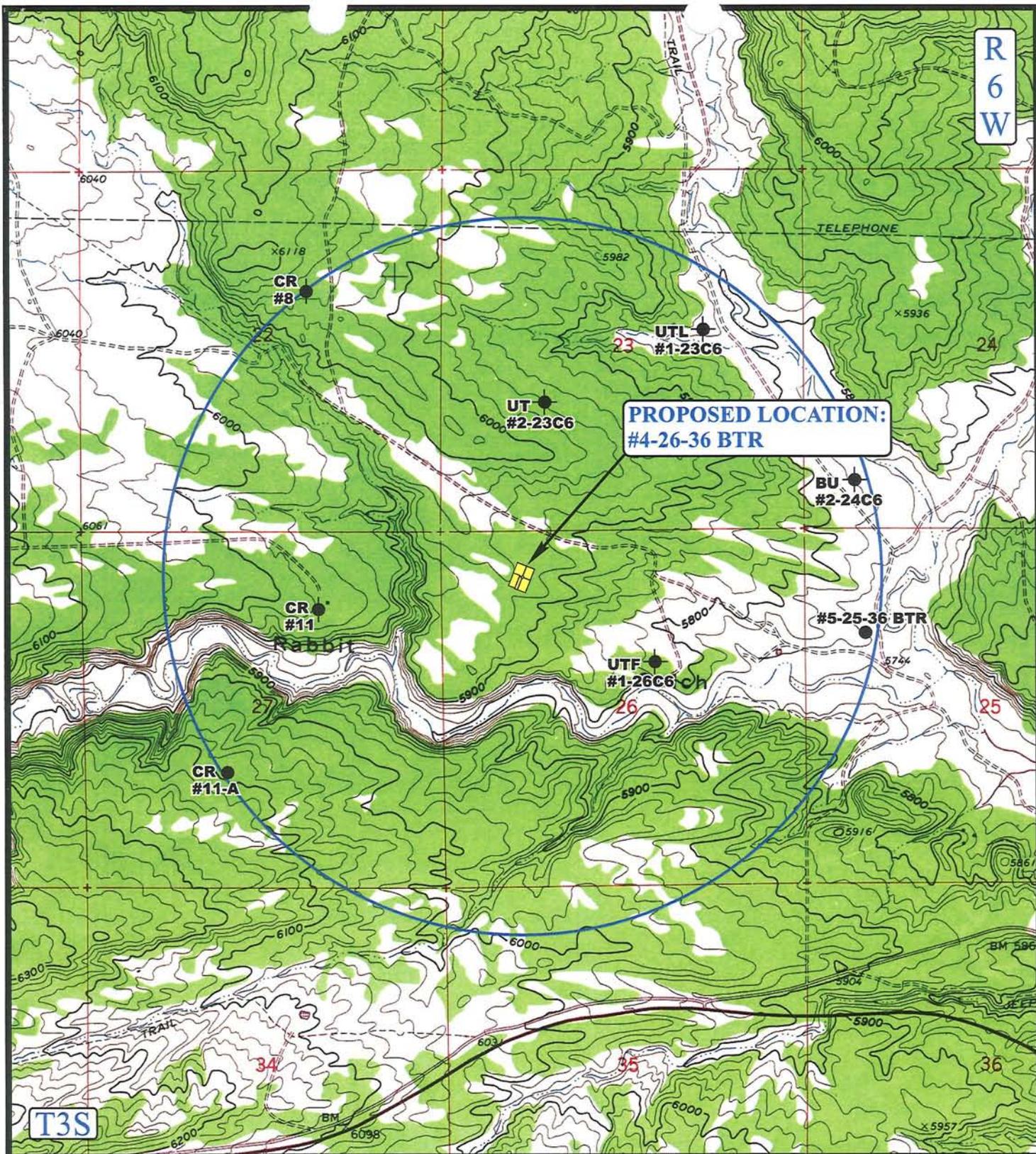
**10 14 08**  
 MONTH DAY YEAR

SCALE: 1" = 2000'

DRAWN BY: Z.L.

REVISED: 00-00-00





**LEGEND:**

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

**BILL BARRETT CORPORATION**

**#4-26-36 BTR**  
**SECTION 26, T3S, R6W, U.S.B.&M.**  
**674' FNL 1191' FWL**



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



**TOPOGRAPHIC**  
**MAP**

**10 14 08**  
 MONTH DAY YEAR

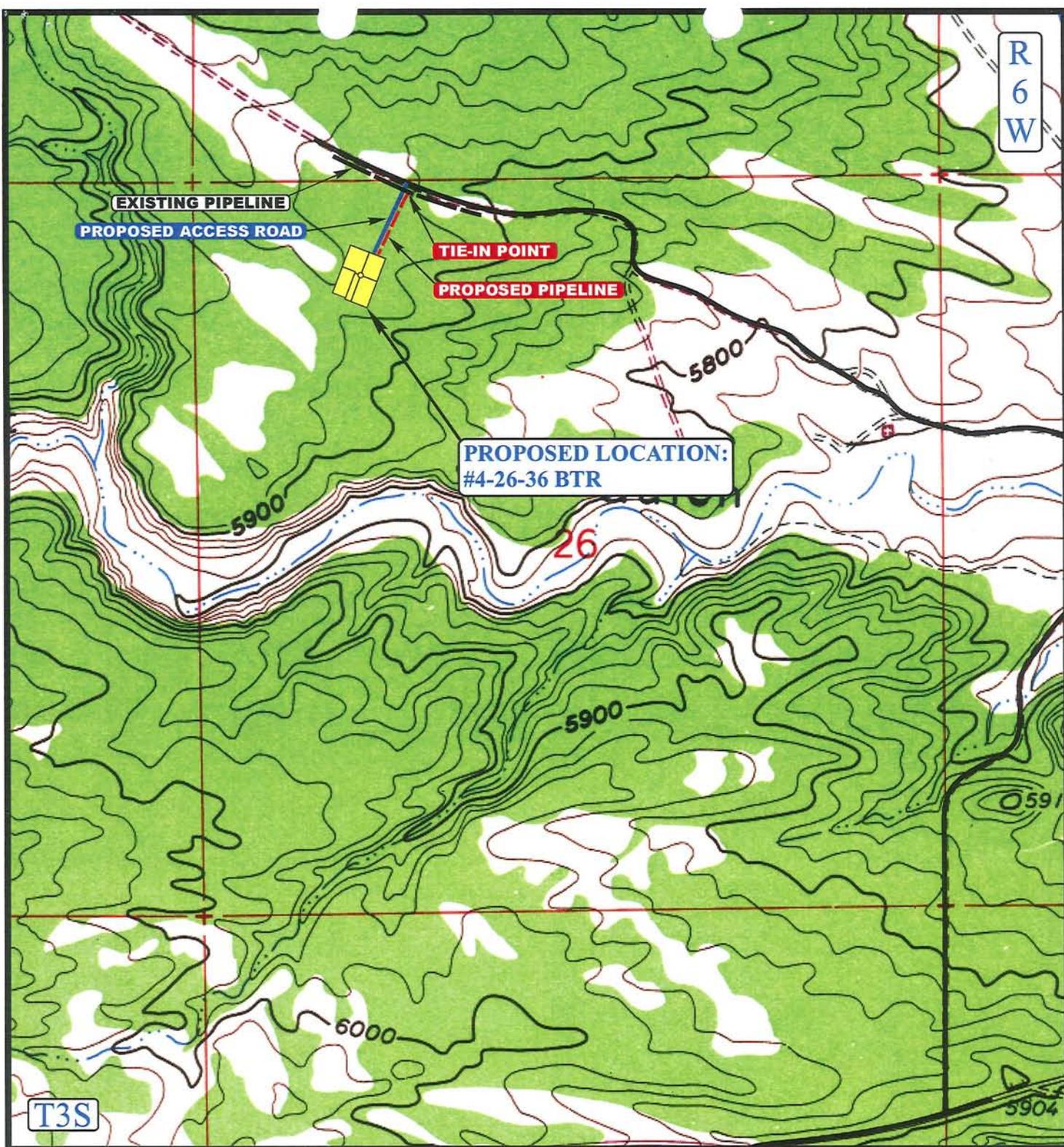
SCALE: 1" = 2000'

DRAWN BY: Z.L.

REVISED: 00-00-00



R  
6  
W



**APPROXIMATE TOTAL PIPELINE DISTANCE = 451' +/-**

**LEGEND:**

-  EXISTING PIPELINE
-  PROPOSED PIPELINE
-  PROPOSED ACCESS



**BILL BARRETT CORPORATION**

#4-26-36 BTR  
 SECTION 26, T3S, R6W, U.S.B.&M.  
 674' FNL 1191' FWL



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

**TOPOGRAPHIC  
 MAP**

**10 14 08**  
 MONTH DAY YEAR

SCALE: 1" = 1000'

DRAWN BY: Z.L.

REVISED: 00-00-00



# BILL BARRETT CORPORATION

#4-26-36 BTR

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



PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKE

CAMERA ANGLE: SOUTHEASTERLY

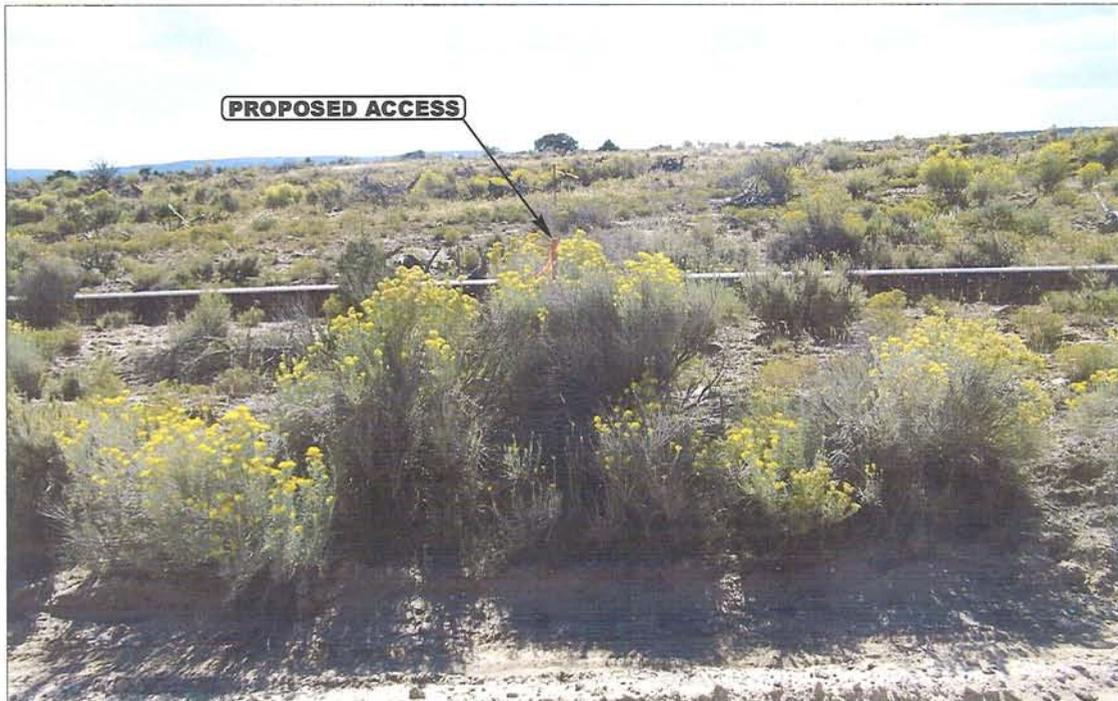


PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS

CAMERA ANGLE: SOUTHWESTERLY



- Since 1964 -

U  
E  
L  
S  
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

**WORKSHEET  
APPLICATION FOR PERMIT TO DRILL**

APD RECEIVED: 11/18/2008

API NO. ASSIGNED: 43-013-34139

WELL NAME: 4-26-36 BTR  
 OPERATOR: BILL BARRETT CORP ( N2165 )  
 CONTACT: REED HADDOCK

PHONE NUMBER: 303-312-8546

PROPOSED LOCATION:

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

NWNW 26 030S 060W  
 SURFACE: 0674 FNL 1191 FWL  
 BOTTOM: 0674 FNL 1191 FWL  
 COUNTY: DUCHESNE  
 LATITUDE: 40.19622 LONGITUDE: -110.5351  
 UTM SURF EASTINGS: 539575 NORTHINGS: 4449430  
 FIELD NAME: ALTAMONT ( 55 )

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

PROPOSED FORMATION: WSTC  
 COALBED METHANE WELL? NO

RECEIVED AND/OR REVIEWED:

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

LOCATION AND SITING:

- R649-2-3.
- Unit: \_\_\_\_\_
- R649-3-2. General  
Siting: 460' From Qtr/Qtr & 920' Between Wells
- R649-3-3. Exception
- Drilling Unit  
Board Cause No: 13477  
Eff Date: 6-18-2007  
Siting: 1660' fr uwbng - 1320' fr other wells
- R649-3-11. Directional Drill

COMMENTS: Needs Permit (11-26-08)

STIPULATIONS: 1- Fed/Approved  
2- STATEMENT OF BASIS

**WORKSHEET  
APPLICATION FOR PERMIT TO DRILL**

APD RECEIVED: 11/18/2008

API NO. ASSIGNED: 43-013-34139

WELL NAME: 4-26-36 BTR  
 OPERATOR: BILL BARRETT CORP ( N2165 )  
 CONTACT: REED HADDOCK

PHONE NUMBER: 303-312-8546

PROPOSED LOCATION:

NWNW 26 030S 060W  
 SURFACE: 0674 FNL 1191 FWL  
 BOTTOM: 0674 FNL 1191 FWL  
 COUNTY: DUCHESNE  
 LATITUDE: 40.19622 LONGITUDE: -110.53505  
 UTM SURF EASTINGS: 539575 NORTHINGS: 4449430  
 FIELD NAME: ALTAMONT ( 55 )

INSPECT LOCATN BY: / /		
Tech Review	Initials	Date
Engineering	Duo	6/9/10
Geology		
Surface		

LEASE TYPE: 4 - Fee  
 LEASE NUMBER: FEE  
 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: 13477  
Eff Date: 6-18-2007  
Siting: 640' by 1140' by 1320' by other wells.
- R649-3-11. Directional Drill

COMMENTS: Drill was done on 11-26-2008

STIPULATIONS: 1- Statement of Basis  
2- Diesel cannot be placed in mud before setting surface casing

API Number: 4301334139

Well Name: 4-26-36 BTR

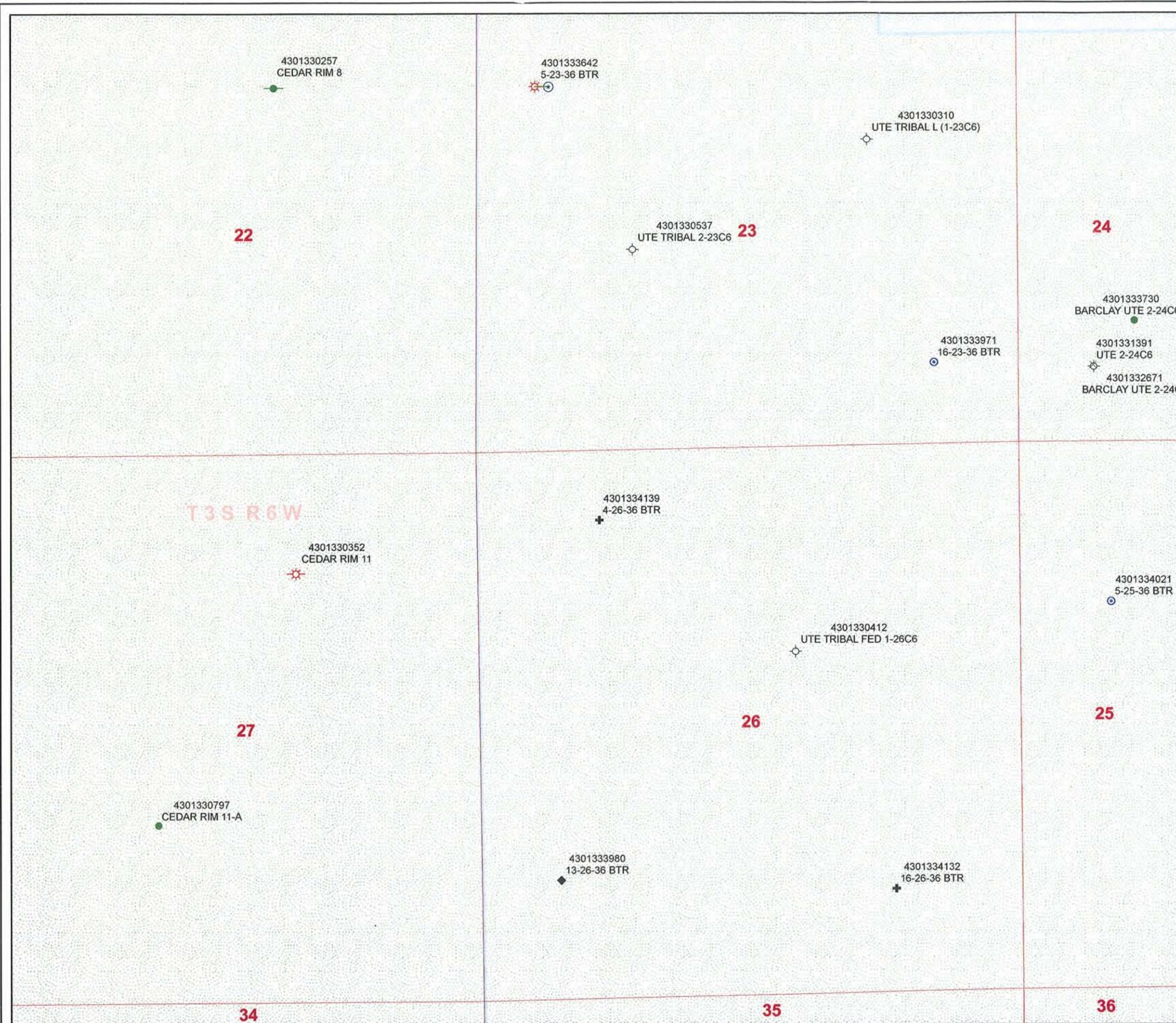
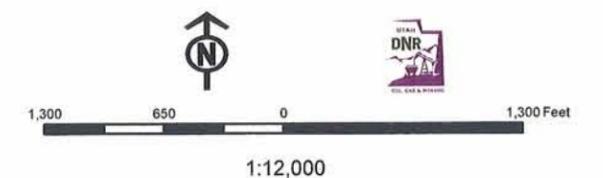
Township 03.0 S Range 06.0 W Section 26

Meridian: UBM

Operator: BILL BARRETT CORP

Map Prepared:  
Map Produced by Diana Mason

Units	Wells Query Events
<b>STATUS</b>	<all other values>
ACTIVE	<b>GIS_STAT_TYPE</b>
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
<b>Fields</b>	POW
<b>STATUS</b>	RET
ACTIVE	SGW
COMBINED	SOW
Sections	TA
Township	TW
	WD
	WI
	WS



# Application for Permit to Drill

## Statement of Basis

12/23/2008

Utah Division of Oil, Gas and Mining

Page 1

<b>APD No</b>	<b>API WellNo</b>	<b>Status</b>	<b>Well Type</b>	<b>Surf Ownr</b>	<b>CBM</b>
1182	43-013-34139-00-00		OW	P	No
<b>Operator</b>	BILL BARRETT CORP	<b>Surface Owner-APD</b>			
<b>Well Name</b>	4-26-36 BTR	<b>Unit</b>			
<b>Field</b>	UNDESIGNATED	<b>Type of Work</b>			
<b>Location</b>	NWNW 26 3S 6W U 674 FNL 1191 FWL GPS Coord (UTM) 539575E 4449430N				

### 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** 4-26-36 BTR  
**API Number** 43-013-34139-0      **APD No** 1182      **Field/Unit** UNDESIGNATED  
**Location:** 1/4,1/4 NWNW      **Sec** 26      **Tw** 3S      **Rng** 6W      674 FNL 1191 FWL  
**GPS Coord (UTM)** 539581      4449446      **Surface Owner**

### Participants

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

### Regional/Local Setting & Topography

This location is set on a large ridge which slopes gently to the south and east where it drops into Rabbit gulch about 1/2 mile down slope. 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
0.1	Width 270	Length 375	Onsite

**Ancillary Facilities** N

### Waste Management Plan Adequate? Y

### Environmental Parameters

**Affected Floodplains and/or Wetland** N

#### **Flora / Fauna**

Flora: Indian rice grass, galletta grass, sparse pinyon juniper, sagebrush, prickly pear

Fauna: Deer, elk, coyote, bobcat, black bear, cougar, raptors, rabbit

#### **Soil Type and Characteristics**

Sandy clay with exposed ledge rock

**Erosion Issues** N

**Sedimentation Issues** N

**Site Stability Issues** N

**Drainage Diversion Required** N

**Berm Required?** N

**Erosion Sedimentation Control Required?** N

Paleo Survey Run?

Paleo Potential Observed? N

Cultural Survey Run? Y

Cultural Resources?

Reserve Pit

**Site-Specific Factors**

**Site Ranking**

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

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

**Characteristics / Requirements**

Reserve pit is 100' by 200' by 8' deep. A 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

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: 4-26-36 BTR Well, 674' FNL, 1191' FWL, NW NW, Sec. 26, T. 3 South, R. 6 West,  
Duchesne County, Utah

Ladies and Gentlemen:

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

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date. The API identification number assigned to this well is 43-013-34139.

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** 4-26-36 BTR

**API Number:** 43-013-34139

**Lease:** 2OG0005608

**Location:** NW NW Sec. 26      T. 3 South      R. 6 West

### Conditions of Approval

#### 1. General

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

#### 2. Notification Requirements

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

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

OR

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

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

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

#### 3. Reporting Requirements

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

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

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

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



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

Amended June 9, 2010

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

Subject: 4-26-36 BTR Well, 674' FNL, 1191' FWL, NW NW, Sec. 26, T. 3 S, 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 43-013-34139.

Sincerely,

Brad Hill  
Acting Associate Director

BGH/js  
Enclosures

cc: Duchesne County Assessor



**Operator:** Bill Barrett Corp.

**Well Name & Number** 4-26-36 BTR

**API Number:** 43-013-34139

**Lease:** Fee

**Location:** NW NW Sec. 26 T. 3 S 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  
OR  
Submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website at <https://oilgas.ogm.utah.gov>
- 24 hours prior to testing blowout prevention equipment – contact Dan Jarvis
- 24 hours prior to cementing or testing casing – contact Dan Jarvis
- Within 24 hours of making any emergency changes made to the approved drilling program – contact Dustin Doucet
- 24 hours prior to commencing operations to plug and abandon the well – contact Dan Jarvis

The operator is required to get approval from the Division of Oil, Gas and Mining before performing any of the following actions during the drilling of this well:

- Any changes to the approved drilling plan – contact Dustin Doucet
- Significant plug back of the well – contact Dustin Doucet
- Plug and abandonment of the well – contact Dustin Doucet

The following are Division of Oil, Gas and Mining contacts and their telephone numbers (please leave a voice mail message if the person is not available to take the call):

- Carol Daniels (801) 538-5284 office
- Dustin Doucet (801) 538-5281 office  
(801) 733-0983 after office hours
- Dan Jarvis at: (801) 538-5338 office  
(801) 942-0871 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 Division of Oil, Gas and Mining, including but not limited to:

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

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

5. Diesel cannot be placed in mud before setting surface casing.

**DIVISION OF OIL, GAS AND MINING**

**SPUDDING INFORMATION**

Name of Company: BILL BARRETT CORPORATION

Well Name: 4-26-36 BTR

Api No: 43-013-34139 Lease Type: INDIAN – FEE SURFACE

Section 26 Township 03S Range 06W County DUCHESNE

Drilling Contractor CRAIG'S ROUSTABOUT SERV RIG # 3

**SPUDDED:**

Date 05/20/2010

Time 8:00 AM

How DRY

**Drilling will Commence:** \_\_\_\_\_

Reported by TRACEY FALLANG

Telephone # (303) 312-8546

Date 05/20/2010 Signed CHD

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>  <b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE  <b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 4-26-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341390000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0674 FNL 1191 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: NWNW Section: 26 Township: 03.0S Range: 06.0W Meridian: U	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT  <b>COUNTY:</b> DUCHESNE  <b>STATE:</b> UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: 5/27/2010  <input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:  <input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:  <input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:	<input type="checkbox"/> ACIDIZE <input checked="" type="checkbox"/> <b>CHANGE TO PREVIOUS PLANS</b> <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.

Bill Barrett Corporation (BBC) is proposing to set 3,000 ft of surface casing in this wellbore to mitigate the potential for large volume lost circulation while drilling the production hole interval. The base of moderately saline water in the area appears to be around 1100 – 1500 ft. BBC has recently drilled two wells in the nearby area (16-23-36 BTR: SESE, Sec. 23, T3S-R6W and 13-26-36 BTR: SWSW, Sec. 26, T3S-R6W). Both wells had surface casing set to a depth of +/- 3,000 ft as well. Neither well encountered lost circulation, water flows, or fresh or saline/trona during drilling of the surface holes and there was no evidence of any hydrocarbons encountered. A revised drilling plan is attached. For any questions, please contact Dominic Spencer at 303-312-8164.

**Accepted by the**  
**Utah Division of**  
**Oil, Gas and Mining**  
**FOR RECORD ONLY**  
 May 25, 2010

<b>NAME (PLEASE PRINT)</b> Tracey Fallang	<b>PHONE NUMBER</b> 303 312-8134	<b>TITLE</b> Regulatory Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 5/20/2010	

## DRILLING PLAN

BILL BARRETT CORPORATION

# 4-26-36 BTR

SHL: NWNW, 674' FNL & 1191' FWL, Section 26-T3S-R6W (UDWR)

BHL: NWNW, 674' FNL & 1191' FWL, Section 26-T3S-R6W (fee)

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>
Duchesne River/Uinta	Surface
Green River	3,396'
Douglas Creek	6,296'
Black Shale	7,093'
Castle Peak	7,176'
Wasatch	7,540' *
TD	9,701'

\*PROSPECTIVE PAY

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

**4. Casing Program**

<u>Hole Size</u>	<u>SETTING DEPTH</u>		<u>Casing Size</u>	<u>Casing Weight</u>	<u>Casing Grade</u>	<u>Thread</u>	<u>Condition</u>
	<u>(FROM)</u>	<u>(TO)</u>					
26"	Surface	90'	16"	65.0#			
12 1/4"	Surface	3,000'	9 5/8"	36.0#	J or K 55	ST&C	New
8 3/4"	Surface	TD	5 1/2"	17.0#	P-110	LT&C	New

**5. Cementing Program**

**A) Planned Program**

Conductor	Grout cement to surface (approximately 80 sx).
9 5/8" Surface Casing	Lead with approximately 450 sx Halliburton Light Premium cement with additives mixed at 11.0 ppg (yield = 3.16 ft <sup>3</sup> /sx) circulated to surface with 75% excess. Tail with approximately 210 sx Halliburton Premium cement with additives mixed at 14.8 ppg (yield = 1.36 ft <sup>3</sup> /sx).
5 1/2" Production Casing	Lead with approximately 1270 sx Halliburton Tuned Light cement with additives mixed at 11.0 ppg (yield = 2.31 ft <sup>3</sup> /sx). Tail with approximately 540 sx Halliburton Econocem cement with additives mixed at 13.5 ppg (yield = 1.42 ft <sup>3</sup> /sx). Top of cement to be determined by log and sample evaluation; estimated TOC = surface.

**6. Mud Program**

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss (API filtrate)</u>	<u>Remarks</u>
90' – 3,000'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
3,000' – TD	8.6 – 10.6	42-52	20 cc or less	DAP Polymer Fluid System
Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain “kicks” will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.				

**7. 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 5,000#. 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.
Note: If BBC pursues the “Alternate” program, a suite of the above logs will be run on both the intermediate and production hole sections.	

Bill Barrett Corporation  
Drilling Program  
# 14-5-46 BTR  
Duchesne County, Utah

**10. Anticipated Abnormal Pressures or Temperatures**

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 5,342 psi\* and maximum anticipated surface pressure equals approximately 3,207 psi\*\* (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

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

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

**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 June 1, 2010  
Spud: Approximately June 15, 2010  
Duration: 30 days drilling time  
45 days completion time

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
4301334139	4-26-36 BTR		NWNW	26	3S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
A	99999	17620	5/20/2010			6/7/10	
Comments: <u>WSTC</u> Spudding Operations conducted by Craig's Roustabout #3 at 8:00 a.m.							

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)

Tracey Fallang  
 Name (Please Print)  
 Tracey Fallang  
Digitally signed by Tracey Fallang  
 DN: cn=Tracey Fallang, o=Bill Barrett Corporation, ou, email=fallang@barrettcorp.com, c=US  
 Signature  
 Regulatory Analyst  
 Title  
 Date  
 5/24/2010

RECEIVED  
MAY 24 2010

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 20G0005608
	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b> UTE
	<b>7. UNIT or CA AGREEMENT NAME:</b> _____
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 4-26-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341390000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0674 FNL 1191 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: NWNW Section: 26 Township: 03.0S Range: 06.0W Meridian: U	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT  <b>COUNTY:</b> DUCHESNE  <b>STATE:</b> UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input 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: 5/26/2010	<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: APD Lease Correction

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 number/mineral ownership submitted initially for this APD was incorrect. The NWNW of Sec. 26, 3S-6W is fee mineral ownership.

<b>NAME (PLEASE PRINT)</b> Tracey Fallang	<b>PHONE NUMBER</b> 303 312-8134	<b>TITLE</b> Regulatory Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 5/25/2010	

# Application for Permit to Drill

## Statement of Basis

### Utah Division of Oil, Gas and Mining

6/9/2010

Page 1

<b>APD No</b>	<b>API WellNo</b>	<b>Status</b>	<b>Well Type</b>	<b>Surf Ownr</b>	<b>CBM</b>
1182	43-013-34139-00-00		OW	P	No
<b>Operator</b>	BILL BARRETT CORP	<b>Surface Owner-APD</b>			
<b>Well Name</b>	4-26-36 BTR	<b>Unit</b>			
<b>Field</b>	UNDESIGNATED	<b>Type of Work</b>			
<b>Location</b>	NWNW 26 3S 6W U 674 FNL 1191 FWL GPS Coord (UTM) 539575E 4449430N				

**Geologic Statement of Basis**

Bill Barrett proposes to set 3,000 feet of surface casing which will be cemented to surface. The surface hole will be drilled utilizing fresh water mud. The estimated depth to the base of moderately saline ground water is 1,200 feet. A search of Division of Water Rights records indicates that there are 25 water wells within a 10,000 foot radius of the center of Section 26. The nearest water well is approximately .5 miles from the proposed site and produces water from an unknown depth. Most of these wells produce water from the Uinta-Green River Formation and average around 400 feet deep but range from 160 to 500 feet deep. The surface casing should probably be set to a more shallow depth to protect the fresh waters uphole from more saline waters which may be encountered while drilling.

Brad Hill  
APD Evaluator

6/2/2010  
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.

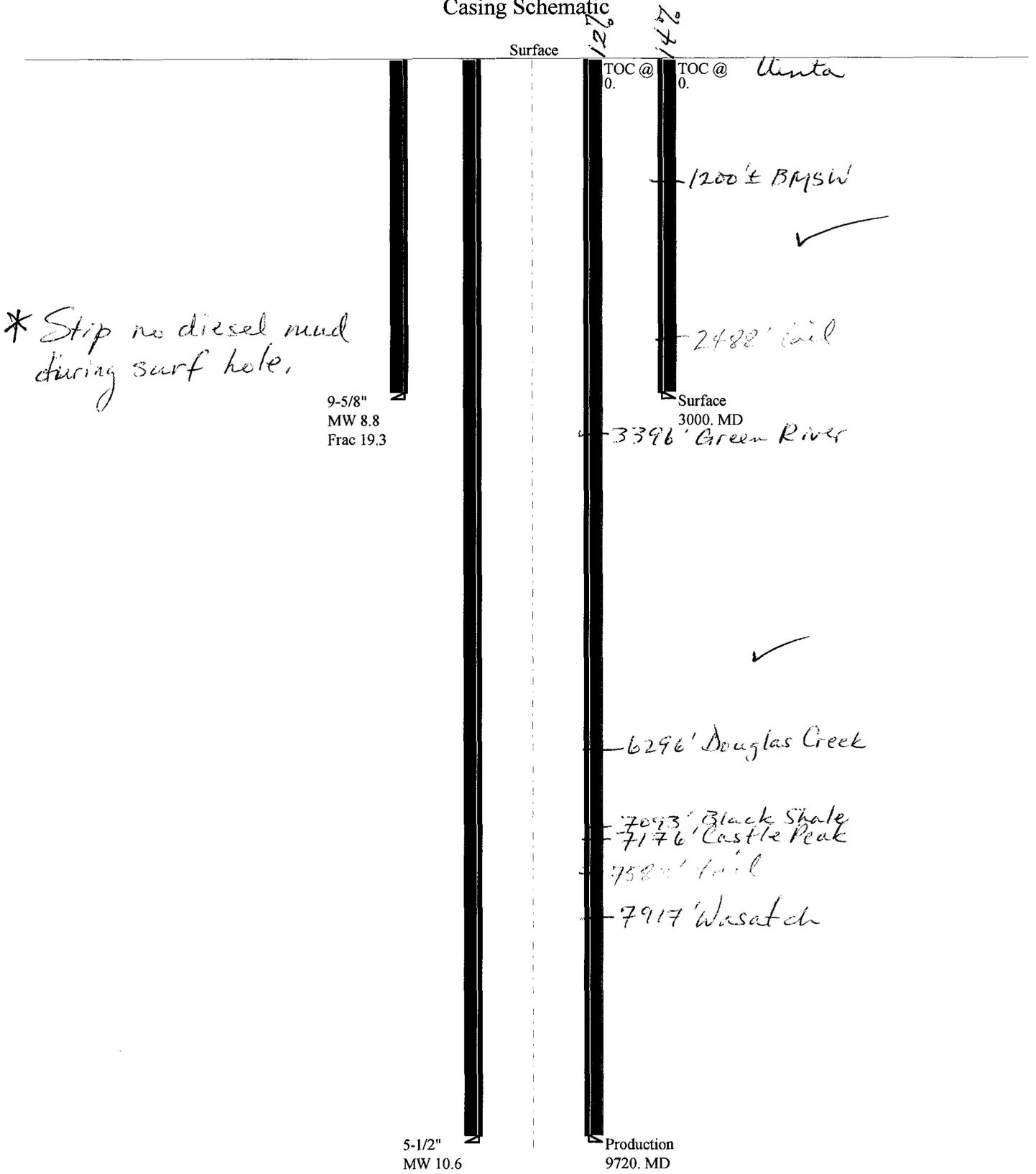
Richard Powell  
Onsite Evaluator

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 shall be properly installed and maintained in the reserve pit.
Surface	The reserve pit shall be fenced upon completion of drilling operations.
Surface	The well site shall be bermed to prevent fluids from leaving the pad.

Casing Schematic



Well name:	<b>43013341390000 4-26-36 BTR</b>	
Operator:	<b>Bill Barrett Corporation</b>	
String type:	Surface	Project ID: 43-013-34139-0000
Location:	Duchesne County	

**Design parameters:**

**Collapse**

Mud weight: 8.800 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: 65 °F  
Bottom hole temperature: 107 °F  
Temperature gradient: 1.40 °F/100ft  
Minimum section length: 185 ft

Cement top: Surface

**Burst**

Max anticipated surface pressure: 2,340 psi  
Internal gradient: 0.220 psi/ft  
Calculated BHP 3,000 psi

No backup mud specified.

**Tension:**

8 Round STC: 1.80 (J)  
8 Round LTC: 1.80 (J)  
Buttress: 1.60 (J)  
Premium: 1.50 (J)  
Body yield: 1.50 (B)

Tension is based on air weight.  
Neutral point: 2,609 ft

**Non-directional string.**

**Re subsequent strings:**

Next setting depth: 9,720 ft  
Next mud weight: 10.600 ppg  
Next setting BHP: 5,352 psi  
Fracture mud wt: 19.250 ppg  
Fracture depth: 3,000 ft  
Injection pressure: 3,000 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	3000	9.625	36.00	J-55	ST&C	3000	3000	8.796	1302.1
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	1371	2020	1.473	3000	3520	1.17	108	394	3.65 J

Prepared by: Helen Sadik-Macdonald  
Div of Oil, Gas & Mining

Phone: 810-538-5357  
FAX: 801-359-3940

Date: June 9, 2010  
Salt Lake City, Utah

**ENGINEERING STIPULATIONS: NONE**

Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Collapse is based on a vertical depth of 3000 ft, a mud weight of 8.8 ppg. The casing is considered to be evacuated for collapse purposes.

Burst strength is not adjusted for tension.

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

Well name:	<b>43013341390000 4-26-36 BTR</b>		
Operator:	<b>Bill Barrett Corporation</b>		
String type:	Production	Project ID:	43-013-34139-0000
Location:	Duchesne County		

**Design parameters:**

**Collapse**

Mud weight: 10.600 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: 65 °F  
 Bottom hole temperature: 201 °F  
 Temperature gradient: 1.40 °F/100ft  
 Minimum section length: 368 ft

Cement top: Surface

**Burst**

Max anticipated surface pressure: 3,214 psi  
 Internal gradient: 0.220 psi/ft  
 Calculated BHP 5,352 psi

No backup mud specified.

**Tension:**

8 Round STC: 1.80 (J)  
 8 Round LTC: 1.80 (J)  
 Buttress: 1.60 (J)  
 Premium: 1.50 (J)  
 Body yield: 1.50 (B)

**Non-directional string.**

Tension is based on buoyed weight.  
 Neutral point: 8,158 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	9720	5.5	17.00	P-110	LT&C	9720	9720	4.767	1268.7
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	5352	7480	1.398	5352	10640	1.99	139	445	3.21 J

Prepared by: Helen Sadik-Macdonald  
 Div of Oil, Gas & Mining

Phone: 810-538-5357  
 FAX: 801-359-3940

Date: June 9, 2010  
 Salt Lake City, Utah

**ENGINEERING STIPULATIONS: NONE**

Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Collapse is based on a vertical depth of 9720 ft, a mud weight of 10.6 ppg. The casing is considered to be evacuated for collapse purposes.

Burst strength is not adjusted for tension.

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

**BOPE REVIEW**

**Bill Barrett 4-26-36 BTR**

**API 43-013-34139-0000**

**INPUT**

Well Name

Bill Barrett 4-26-36 BTR		API 43-013-34139-0000	
String 1	String 2		
Casing Size (")	9 5/8	5 1/2	
Setting Depth (TVD)	3000	9720	
Previous Shoe Setting Depth (TVD)	0	3000	
Max Mud Weight (ppg)	8.8	10.6	
BOPE Proposed (psi)	0	5000	
Casing Internal Yield (psi)	3520	10840	
Operators Max Anticipated Pressure (psi)	5342	10.6 ppg	

**Calculations**

**String 1 9 5/8 "**

Max BHP [psi]	.052*Setting Depth*MW =	1373	
			<b>BOPE Adequate For Drilling And Setting Casing at Depth?</b>
MASP (Gas) [psi]	Max BHP-(0.12*Setting Depth) =	1013	NO
MASP (Gas/Mud) [psi]	Max BHP-(0.22*Setting Depth) =	713	NO
			<b>*Can Full Expected Pressure Be Held At Previous Shoe?</b>
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth) =	713	NO <i>OK. - No pressure/water encountered on well site area</i>
<b>Required Casing/BOPE Test Pressure</b>		2464	psi
<b>*Max Pressure Allowed @ Previous Casing Shoe =</b>		0	psi <i>*Assumes 1psi/ft frac gradient</i>

**Calculations**

**String 2 5 1/2 "**

Max BHP [psi]	.052*Setting Depth*MW =	5358	
			<b>BOPE Adequate For Drilling And Setting Casing at Depth?</b>
MASP (Gas) [psi]	Max BHP-(0.12*Setting Depth) =	4191	YES fresh water spud mud, with minor amts of diesel to reduce torque and drag
MASP (Gas/Mud) [psi]	Max BHP-(0.22*Setting Depth) =	3219	YES <i>OK</i>
			<b>*Can Full Expected Pressure Be Held At Previous Shoe?</b>
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth) =	3879	NO <i>OK.</i>
<b>Required Casing/BOPE Test Pressure</b>		5000	psi
<b>*Max Pressure Allowed @ Previous Casing Shoe =</b>		3000	psi <i>*Assumes 1psi/ft frac gradient</i>

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>  <b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>  <b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 4-26-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341390000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0674 FNL 1191 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: NWNW Section: 26 Township: 03.0S Range: 06.0W Meridian: U	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT  <b>COUNTY:</b> DUCHESNE  <b>STATE:</b> UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input checked="" type="checkbox"/> <b>DRILLING REPORT</b> Report Date: 7/14/2010	<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"/> <b>PRODUCTION START OR RESUME</b>	<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:

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

This sundry is being submitted as notification that this well had first gas sales on 7/14/10.

**Accepted by the**  
**Utah Division of**  
**Oil, Gas and Mining**  
**FOR RECORD ONLY**  
 July 20, 2010

<b>NAME (PLEASE PRINT)</b> Tracey Fallang	<b>PHONE NUMBER</b> 303 312-8134	<b>TITLE</b> Regulatory Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 7/16/2010	

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>  <b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
---	--

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

<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 4-26-36 BTR
------------------------------------	--

<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341390000
--	---

<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT
---	--	--

<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0674 FNL 1191 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: NWNW Section: 26 Township: 03.0S Range: 06.0W Meridian: U	<b>COUNTY:</b> DUCHESNE  <b>STATE:</b> 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 type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input checked="" type="checkbox"/> <b>DRILLING REPORT</b> 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 18, 2010

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

**#4-26-36 BTR 5/24/2010 06:00 - 5/25/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary RIG DN, MOVE TRAILER, BACK YARD, LOAD OUT MUD, INSPECT BHA & KELLY - 12						

**#4-26-36 BTR 5/25/2010 06:00 - 5/26/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary RIG DN, SET SUB, AND PITS, PUT DRAWTOOL ON FLOOR. 14 HANDS 2 TOOL PUSHERS - 12						

**#4-26-36 BTR 5/26/2010 06:00 - 5/27/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary RIG UP, TRUCKS DONE @ NOON. - 16, NIPPLE UP DIVERTER - 2, PICK UP BHA - 1.5, DRLG F/ 95' TO 125' @ 30 FPH. MM SPERRY DRILL 8" 6/7 4.0 .17 GPR 1.5DEBEND 5.84 BTB. - 1, INSTALL MWD AND ORIENTATE. - 0.5, DRLG F/ 125' TO 228' ( 103' IN 3 HR = 34.3 FPH) SLIDE 12' IN .5 HR 24 FPH, ROTATE: 91 ' IN 2.5 HR 36.4 FPH. LAST MUD CHECK 30 8.5 - 3						

**#4-26-36 BTR 5/27/2010 06:00 - 5/28/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary DRLG F/ 228' TO 625: 397 ft = 88.2 ft/hr - 4.5, Rig service - 0.5, Drill F/625 to 721: 96 ft = 96 ft/hr - 1, Safety stand down, discuss recent accidents - 0.5, Drill: 721 to 1469: 748 ft = 42.7 ft/hr. Some minor slides - 17.5						

**#4-26-36 BTR 5/28/2010 06:00 - 5/29/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary Drill: 1469 to 1882: 413 ft = 41.3 ft/hr; rotate 371 ft, slide 42 ft (4 slides) - 10, Rig service - 0.5, Drill: 1882 to 1907: 25 ft = 16.7 ft/hr; rotate 13 ft, slide 12 ft. - 1.5, Trip for bit. Change bit, orient tools. - 4.5, Drill: 1907 to 2263, 356 ft = 47.5 ft/hr., rotate 348 ft. slide 8 ft - 7.5						

**#4-26-36 BTR 5/29/2010 06:00 - 5/30/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary Drill: 2263 to 2804; 541 ft = 54.1 ft/hr, rotate 402 ft, slide 139 ft (9 slides) - 10, Rig service - 0.5, Drill: 2804 to 3015; 211 ft = 38.4 ft/hr, rotate 185 ft, slide 26 ft(2 slides) - 5.5, Circ hi vis lcm sweep around - 0.5, Short trip 12 stds - 1.5, Circ, pump slug - 0.5, Trip out, down 8" tools - 3, Safety mtg, rig up and run surface casing - 2.5						

**#4-26-36 BTR 5/30/2010 06:00 - 5/31/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary Run surface casing - 1, Wait on Halliburton, Touch screen on pump truck not working. Chg out same - 4, Cement surface casing - 2, WOC, Get ready to nipp dn diverter. - 4, Nipple down diverter, cut off casing, weld on head & nipple up BOPE - 11, Tfest BOP equipment - 2						

**#4-26-36 BTR 5/31/2010 06:00 - 6/1/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary Test annular to 2500 psi, all other equipment to 5000 psi. All BOPE held OK. function tested accumulator. OK. Installed wear sleeve in wellhead. - 1.5, Pick up directional tools and orient. Trip in hole to cement. - 4, Drill cmt, plug and shoe, tagged at 2956 ft. Shoe at 3008 - 1.5, EMW test to 10.5 ppg. Bled back to 10.3 ppg in 20 min. - 0.5, Drill 3015 to 3213; 198 ft = 99 ft/hr; rotate 188 ft. slide 10 ft(1 slide) - 2, Rig service - 0.5, Drill: 3213 to 4356; 1143 ft = 81.6 ft/hr. Rotate: 1026 ft. Slide: 117 ft(11 slides) - 14						

**#4-26-36 BTR 6/1/2010 06:00 - 6/2/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion
Time Log Summary Drill: 4356 to 5182; 826 ft = 82.6 ft/hr. Rotate 756 ft; Slide 70 ft(6 slides) - 10, Rig service - 0.5, Drill: 5182 to 5944; 762 ft = 56.4 ft/hr. Rotate 733 ft; Slide 29 ft(2 slides) - 13.5						

**#4-26-36 BTR 6/2/2010 06:00 - 6/3/2010 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	228.0	Drilling/Completion

## Time Log Summary

Drill: 5944 to 6484; 540 ft = 60 ft/hr; Rotate 461 ft; Slide 79 ft ( 5 slides ) - 9, Rig service - 0.5, Drill: 6484 to 7114, 630 ft = 43.4 ft/hr; Rotate 516 ft; Slide 114 ft ( 8 slides ) - 14.5

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

AMENDED REPORT  FORM 8  
(highlight changes)

**WELL COMPLETION OR RECOMPLETION REPORT AND LOG**

1a. TYPE OF WELL: OIL WELL  GAS WELL  DRY  OTHER \_\_\_\_\_  
 b. TYPE OF WORK: NEW WELL  HORIZ. LATS.  DEEP-EN  RE-ENTRY  DIFF. RESVRL  OTHER \_\_\_\_\_

5. LEASE DESIGNATION AND SERIAL NUMBER:  
20G0005608  
 6. IF INDIAN, ALLOTTEE OR TRIBE NAME:  
Ute Indian  
 7. UNIT or CA AGREEMENT NAME:  
N/A  
 8. WELL NAME and NUMBER:  
4-26-36 BTR  
 9. API NUMBER:  
4301334139  
 10. FIELD AND POOL, OR WILDCAT:  
Altamont  
 11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:  
NWNW 26 3S 6W  
 12. COUNTY:  
Duchesne  
 13. STATE:  
UTAH

2. NAME OF OPERATOR:  
Bill Barrett Corporation  
 3. ADDRESS OF OPERATOR:  
1099 18th St., Suite 2300 City Denver STATE CO ZIP 80202  
 PHONE NUMBER:  
(303) 312-8134

4. LOCATION OF WELL (FOOTAGES)  
 AT SURFACE: 674' FNL, 1191' FWL  
 AT TOP PRODUCING INTERVAL REPORTED BELOW: 666' FNL, 1181' FWL  
 AT TOTAL DEPTH: 675' FNL, 1164' FWL

14. DATE SPUDDED: 5/20/2010  
 15. DATE T.D. REACHED: 6/7/2010  
 16. DATE COMPLETED: 7/11/2010  
 ABANDONED  READY TO PRODUCE   
 17. ELEVATIONS (DF, RKB, RT, GL):  
5955' RKB  
 18. TOTAL DEPTH: MD 9,735 TVD 9,734  
 19. PLUG BACK T.D.: MD 9,677 TVD 9,676  
 20. IF MULTIPLE COMPLETIONS, HOW MANY? \_\_\_\_\_  
 21. DEPTH BRIDGE MD PLUG SET: TVD

22. TYPE ELECTRIC AND OTHER MECHANICAL LOGS RUN (Submit copy of each)  
 Schlumberger-Triple Combo, Sonic, Black Warrior Cement Evaluation, Precision Consulting-Mud Log  
 23. WAS WELL CORED? NO  YES  (Submit analysis)  
 WAS DST RUN? NO  YES  (Submit report)  
 DIRECTIONAL SURVEY? NO  YES  (Submit copy)

24. CASING AND LINER RECORD (Report all strings set in well)

HOLE SIZE	SIZE/GRADE	WEIGHT (#/L)	TOP (MD)	BOTTOM (MD)	STAGE CEMENTER DEPTH	CEMENT TYPE & NO. OF SACKS	SLURRY VOLUME (BBL)	CEMENT TOP **	AMOUNT PULLED
26"	16 J-55	80#	0	96		grout		Surface	0 lbs
12 1/4"	9 5/8 J-55	36#	0	3,010		Prem 715	296	Surface (Calc)	0 lbs
8 3/4"	5 1/2 P110	17#	0	9,722		Elast 1,740	638	3000' (CBL)	15,000 lbs

25. TUBING RECORD

SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)
2 7/8"	7,029							

26. PRODUCING INTERVALS

FORMATION NAME	TOP (MD)	BOTTOM (MD)	TOP (TVD)	BOTTOM (TVD)	INTERVAL (Top/Bot - MD)	SIZE	NO. HOLES	PERFORATION STATUS
(A) Wasatch	8,091	9,616			8,091 9,616	0.44	258	Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>
(B) Green River	7,197	7,867			7,197 7,867	0.44	174	Open <input checked="" type="checkbox"/> Squeezed <input checked="" type="checkbox"/>
(C)								Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>
(D)								Open <input checked="" type="checkbox"/> Squeezed <input type="checkbox"/>

28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC.

DEPTH INTERVAL	AMOUNT AND TYPE OF MATERIAL
8091' - 9616'	See Attachment
7197' - 7867'	See Attachment

29. ENCLOSED ATTACHMENTS: RECEIVED  
 ELECTRICAL/MECHANICAL LOGS  
 SUNDRY NOTICE FOR PLUGGING AND CEMENT VERIFICATION  
 GEOLOGIC REPORT  
 CORE ANALYSIS  
 DST REPORT  
 OTHER: \_\_\_\_\_  
 DIRECTIONAL SURVEY  
 30. WELL STATUS:  
Producing

31. INITIAL PRODUCTION

INTERVAL A (As shown in Item #26)

DATE FIRST PRODUCED: 7/14/2010		TEST DATE: 7/16/2010		HOURS TESTED: 24		TEST PRODUCTION RATES: →		OIL - BBL: 262	GAS - MCF: 668	WATER - BBL: 386	PROD. METHOD: Flowing
CHOKE SIZE: 20/64	TBG. PRESS.	CSG. PRESS. 2,100	API GRAVITY	BTU - GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL - BBL: 262	GAS - MCF: 668	WATER - BBL: 386	INTERVAL STATUS: Open	

INTERVAL B (As shown in Item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →		OIL - BBL:	GAS - MCF:	WATER - BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU - GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL - BBL:	GAS - MCF:	WATER - BBL:	INTERVAL STATUS:	

INTERVAL C (As shown in Item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →		OIL - BBL:	GAS - MCF:	WATER - BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU - GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL - BBL:	GAS - MCF:	WATER - BBL:	INTERVAL STATUS:	

INTERVAL D (As shown in Item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →		OIL - BBL:	GAS - MCF:	WATER - BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU - GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL - BBL:	GAS - MCF:	WATER - BBL:	INTERVAL STATUS:	

32. DISPOSITION OF GAS (Sold, Used for Fuel, Vented, Etc.)

Sold

33. 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 lost open, flowing and shut-in pressures and recoveries.

34. FORMATION (Log) MARKERS:

Formation	Top (MD)	Bottom (MD)	Descriptions, Contents, etc.	Name	Top (Measured Depth)
				Green River	3,397
				TGR3	5,478
				Douglas Creek	6,312
				Black Shale	7,089
				Castle Peak	7,213
				Wasatch	7,922
				TD	9,735

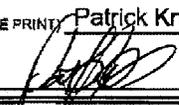
35. ADDITIONAL REMARKS (Include plugging procedure)

Copies of logs already submitted. 8 3/4" hole started at 3,015'. Date of first sales to pipeline was 7/15/2010.

38. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records.

NAME (PLEASE PRINT) Patrick Knoll

TITLE Permit Analyst

SIGNATURE 

DATE 8/23/2010

This report must be submitted within 30 days of

- completing or plugging a new well
- drilling horizontal laterals from an existing well bore
- recompleting to a different producing formation
- reentering a previously plugged and abandoned well
- significantly deepening an existing well bore below the previous bottom-hole depth
- drilling hydrocarbon exploratory holes, such as core samples and stratigraphic tests

\* ITEM 20: Show the number of completions if production is measured separately from two or more formations.

\*\* ITEM 24: Cement Top - Show how reported top(s) of cement were determined (circulated (CIR), calculated (CAL), cement bond log (CBL), temperature survey (TS)).

Send to: Utah Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801

Phone: 801-538-5340  
Fax: 801-359-3940

4-26-36 BTR Report Continued

28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC. (cont.)																
AMOUNT AND TYPE OF MATERIAL																
Stg 1-5	3,906	bbls WF 120	614	bbls HCL 15 w/ Bio	7,519	bbls YF125 L GD	3,062	bbls YF130 L GD w/L	124,500 #	100 Mesh	608,920 #	20/40 Jordan- Unimin	135,980 #	20/40 SLC	15,101	Bbls Water
Stg 6-8	2,425	bbls WF 120	414	bbls HCL 15 w/ Bio	6,485	bbls YF125 L GD	2,386	bbls YF130 L GD w/L	100,320 #	100 Mesh	705,400 #	20/40 Jordan- Unimin	11,710	Bbls Water		

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

# **Bill Barrett Corp**

Duchesne County, UT (NAD 1927)

Sec. 26-T3S-R6W

#4-26-36 BTR

Plan #1

Design: Sperry MWD Survey

## **Sperry Drilling Services Standard Report**

16 June, 2010

Well Coordinates: 680,023.36 N, 2,269,556.53 E (40° 11' 46.89" N, 110° 32' 06.06" W)  
Ground Level: 5,936.00 ft

Local Coordinate Origin:	Centered on Well #4-26-36 BTR
Viewing Datum:	KB @ 5952.00ft (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 #4-26-36 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
134.00	1.19	288.98	133.99	0.45	-1.32	1.29	0.69
<b>First Sperry MWD Survey</b>							
199.00	1.05	303.09	198.98	1.00	-2.45	2.40	0.47
261.00	0.49	353.19	260.97	1.57	-2.96	2.88	1.33
324.00	0.50	29.53	323.97	2.08	-2.86	2.75	0.49
386.00	0.64	35.82	385.97	2.59	-2.52	2.39	0.25
448.00	0.37	47.50	447.97	3.01	-2.17	2.02	0.46
507.00	0.27	151.11	506.96	3.02	-1.96	1.81	0.86
567.00	0.07	224.20	566.96	2.87	-1.92	1.78	0.43
628.00	0.08	77.71	627.96	2.85	-1.90	1.76	0.24
689.00	0.24	241.96	688.96	2.80	-1.98	1.84	0.52
749.00	0.48	243.76	748.96	2.63	-2.31	2.18	0.40
809.00	0.54	234.40	808.98	2.35	-2.77	2.65	0.17
870.00	0.60	244.26	869.96	2.05	-3.29	3.19	0.19
929.00	0.52	227.55	928.95	1.73	-3.76	3.68	0.31
993.00	0.23	144.07	992.95	1.43	-3.90	3.83	0.85
1,056.00	0.36	89.01	1,055.95	1.33	-3.63	3.56	0.47
1,120.00	0.42	23.95	1,119.95	1.55	-3.34	3.26	0.66
1,183.00	0.34	322.22	1,182.95	1.91	-3.36	3.26	0.63
1,247.00	0.48	331.83	1,246.95	2.29	-3.60	3.48	0.24
1,310.00	0.29	333.17	1,309.95	2.67	-3.80	3.66	0.30
1,374.00	0.38	358.96	1,373.95	3.03	-3.87	3.72	0.27
1,437.00	0.47	239.06	1,436.95	3.10	-4.10	3.94	1.17
1,501.00	0.87	239.68	1,500.94	2.72	-4.74	4.61	0.63
1,565.00	0.96	204.78	1,564.93	1.99	-5.39	5.28	0.87
1,628.00	0.83	215.00	1,627.93	1.14	-5.87	5.81	0.33
1,692.00	0.77	211.58	1,691.92	0.39	-6.36	6.33	0.12
1,755.00	0.82	159.00	1,754.91	-0.39	-6.42	6.43	1.12
1,819.00	1.03	132.54	1,818.91	-1.21	-5.83	5.88	0.73
1,883.00	0.99	129.28	1,882.90	-1.95	-4.98	5.07	0.11
1,946.00	1.13	135.91	1,945.89	-2.74	-4.13	4.26	0.30
2,010.00	1.12	148.93	2,009.87	-3.73	-3.37	3.54	0.40
2,073.00	0.90	153.83	2,072.86	-4.70	-2.83	3.05	0.37
2,137.00	0.64	170.85	2,136.86	-5.50	-2.55	2.81	0.54
2,200.00	0.70	171.24	2,199.85	-6.23	-2.44	2.74	0.10
2,264.00	0.75	152.32	2,263.85	-6.99	-2.18	2.52	0.38
2,327.00	0.60	152.57	2,326.84	-7.64	-1.84	2.21	0.24
2,391.00	0.46	114.40	2,390.84	-8.05	-1.45	1.84	0.58
2,454.00	0.32	73.80	2,453.84	-8.10	-1.05	1.44	0.48
2,518.00	0.41	40.35	2,517.84	-7.88	-0.73	1.11	0.35
2,582.00	0.23	26.36	2,581.84	-7.59	-0.53	0.89	0.30
2,645.00	0.39	19.71	2,644.84	-7.27	-0.40	0.75	0.26
2,709.00	0.40	59.99	2,708.84	-6.96	-0.13	0.47	0.43
2,772.00	0.50	65.71	2,771.83	-6.73	0.31	0.02	0.17
2,836.00	0.68	66.82	2,835.83	-6.46	0.91	-0.60	0.28
2,899.00	0.97	68.87	2,898.82	-6.12	1.75	-1.45	0.47
2,952.00	0.81	70.28	2,951.82	-5.83	2.52	-2.24	0.30
3,060.00	0.93	81.64	3,059.80	-5.44	4.11	-3.84	0.19
3,124.00	0.48	49.03	3,123.80	-5.19	4.82	-4.57	0.92

**Design Report for #4-26-36 BTR - Sperry MWD Survey**

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
3,167.00	0.47	321.33	3,186.60	-4.82	4.86	-4.62	1.04
3,251.00	0.70	251.15	3,250.80	-4.74	4.33	-4.09	1.09
3,315.00	0.74	263.63	3,314.79	-4.91	3.55	-3.30	0.25
3,378.00	0.74	312.95	3,377.79	-4.88	2.84	-2.61	0.98
3,441.00	1.31	346.16	3,440.78	-3.70	2.37	-2.19	1.27
3,505.00	1.61	349.19	3,504.76	-2.11	2.03	-1.93	0.48
3,569.00	1.18	320.90	3,568.74	-0.72	1.45	-1.41	1.25
3,632.00	1.10	293.91	3,631.72	0.03	0.48	-0.48	0.85
3,695.00	1.02	295.95	3,694.71	0.52	-0.57	0.55	0.14
3,759.00	0.95	328.91	3,758.71	1.23	-1.36	1.30	0.88
3,822.00	0.86	358.67	3,821.70	2.15	-1.64	1.53	0.75
3,886.00	0.72	353.88	3,885.69	3.03	-1.69	1.55	0.24
3,949.00	0.48	293.87	3,948.69	3.53	-1.98	1.80	1.01
4,013.00	0.56	280.60	4,012.69	3.69	-2.53	2.35	0.23
4,076.00	0.54	322.21	4,075.68	3.98	-3.01	2.82	0.62
4,139.00	0.76	354.45	4,138.68	4.63	-3.24	3.01	0.66
4,203.00	1.03	1.05	4,202.67	5.63	-3.27	2.99	0.45
4,267.00	0.98	6.70	4,266.66	6.75	-3.19	2.86	0.17
4,330.00	0.86	18.03	4,329.66	7.63	-3.02	2.64	0.57
4,394.00	0.38	281.35	4,393.65	8.02	-3.11	2.72	1.25
4,457.00	0.71	293.15	4,456.65	8.22	-3.66	3.27	0.55
4,521.00	1.00	322.58	4,520.64	8.82	-4.38	3.95	0.81
4,584.00	1.01	344.83	4,583.63	9.79	-4.86	4.38	0.62
4,648.00	0.67	356.27	4,647.63	10.71	-5.03	4.51	0.59
4,711.00	0.54	325.58	4,710.62	11.32	-5.22	4.67	0.55
4,775.00	0.54	311.19	4,774.62	11.77	-5.62	5.04	0.21
4,838.00	0.53	288.36	4,837.62	12.06	-6.12	5.53	0.34
4,902.00	0.51	292.57	4,901.62	12.26	-6.66	6.06	0.07
4,965.00	0.31	315.88	4,964.61	12.49	-7.04	6.43	0.41
5,029.00	0.44	330.89	5,028.61	12.83	-7.28	6.65	0.25
5,092.00	0.78	8.80	5,091.61	13.46	-7.33	6.67	0.81
5,155.00	0.88	33.54	5,154.60	14.29	-7.00	6.30	0.59
5,219.00	0.45	29.02	5,218.60	14.92	-6.61	5.88	0.68
5,282.00	0.08	231.56	5,281.60	15.11	-6.52	5.78	0.83
5,346.00	0.35	222.56	5,345.60	14.94	-6.69	5.96	0.42
5,409.00	0.48	216.56	5,408.60	14.58	-6.98	6.26	0.22
5,473.00	0.81	217.49	5,472.59	14.01	-7.41	6.72	0.52
5,536.00	1.08	212.38	5,535.58	13.15	-8.00	7.35	0.45
5,600.00	0.98	208.77	5,599.57	12.16	-8.59	7.99	0.19
5,663.00	0.24	173.37	5,662.57	11.56	-8.83	8.26	1.26
5,727.00	0.15	80.46	5,726.57	11.44	-8.73	8.17	0.45
5,790.00	0.41	202.11	5,789.57	11.25	-8.74	8.18	0.80
5,854.00	0.89	208.61	5,853.56	10.60	-9.06	8.54	0.76
5,918.00	0.75	222.78	5,917.56	9.85	-9.58	9.09	0.38
5,981.00	0.71	316.45	5,980.55	9.83	-10.13	9.64	1.69
6,045.00	1.19	311.34	6,044.54	10.56	-10.90	10.38	0.76
6,108.00	0.80	281.12	6,107.54	11.08	-11.83	11.28	1.02
6,172.00	0.41	273.80	6,171.53	11.18	-12.49	11.94	0.62
6,236.00	0.52	340.40	6,235.53	11.47	-12.82	12.25	0.81
6,299.00	0.63	12.28	6,298.53	12.07	-12.84	12.24	0.53
6,363.00	0.51	69.76	6,362.52	12.52	-12.50	11.88	0.87

**HALLIBURTON****Design Report for #4-26-36 BTR - Sperry MWD Survey**

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N-S (ft)	+E-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100m)
6,426.00	0.63	106.81	6,425.52	12.51	-11.91	11.29	0.60
6,490.00	0.47	70.39	6,489.52	12.50	-11.32	10.70	0.59
6,553.00	0.82	49.07	6,552.51	12.88	-10.74	10.10	0.66
6,617.00	0.95	43.19	6,616.51	13.57	-10.03	9.36	0.25
6,681.00	0.48	57.08	6,680.50	14.10	-9.44	8.75	0.78
6,744.00	0.42	187.39	6,743.50	14.02	-9.25	8.56	1.30
6,808.00	0.94	176.30	6,807.50	13.26	-9.24	8.59	0.83
6,871.00	1.19	153.23	6,870.49	12.16	-8.92	8.32	0.78
6,934.00	1.39	156.88	6,933.47	10.87	-8.32	7.79	0.34
6,998.00	1.50	170.44	6,997.45	9.33	-7.88	7.42	0.56
7,061.00	1.53	197.46	7,060.43	7.72	-7.99	7.61	1.12
7,125.00	1.46	280.27	7,124.41	7.05	-9.05	8.70	3.09
7,189.00	1.68	321.34	7,188.39	7.93	-10.44	10.04	1.75
7,252.00	2.06	5.10	7,251.36	9.78	-10.92	10.43	2.28
7,316.00	2.53	21.67	7,315.31	12.23	-10.29	9.69	1.26
7,379.00	2.24	19.37	7,378.25	14.69	-9.37	8.65	0.48
7,443.00	1.96	21.71	7,442.21	16.88	-8.55	7.72	0.46
7,506.00	1.74	27.54	7,505.18	18.73	-7.71	6.79	0.46
7,570.00	1.25	32.14	7,569.16	20.19	-6.89	5.90	0.79
7,633.00	0.70	31.36	7,632.15	21.10	-6.32	5.30	0.87
7,697.00	0.50	62.22	7,696.14	21.56	-5.87	4.82	0.58
7,761.00	0.14	111.54	7,760.14	21.66	-5.55	4.50	0.66
7,824.00	0.45	220.30	7,823.14	21.44	-5.64	4.60	0.81
7,888.00	0.93	208.03	7,887.14	20.79	-6.05	5.03	0.78
7,951.00	0.77	226.68	7,950.13	20.05	-6.60	5.62	0.50
8,015.00	0.64	256.24	8,014.13	19.67	-7.26	6.30	0.60
8,078.00	0.63	245.05	8,077.12	19.40	-6.01	7.06	0.38
8,142.00	1.13	227.38	8,141.11	18.77	-8.90	7.98	0.66
8,205.00	1.21	243.42	8,204.10	18.06	-9.95	8.06	0.53
8,269.00	1.05	245.78	8,268.09	17.51	-11.09	10.23	0.26
8,332.00	1.19	238.91	8,331.07	16.94	-12.17	11.34	0.31
8,396.00	1.13	220.78	8,395.06	16.12	-13.16	12.36	0.58
8,459.00	1.16	205.40	8,458.05	15.07	-13.84	13.09	0.49
8,523.00	1.17	205.23	8,522.04	13.89	-14.39	13.70	0.02
8,586.00	1.22	207.16	8,585.02	12.72	-14.97	14.34	0.10
8,650.00	1.47	199.17	8,649.00	11.33	-15.55	14.99	0.49
8,713.00	1.48	202.09	8,711.98	9.82	-16.12	15.63	0.12
8,777.00	1.51	204.34	8,775.96	8.28	-16.78	16.36	0.10
8,840.00	1.19	215.80	8,838.94	7.00	-17.51	17.15	0.66
8,904.00	0.78	220.57	8,902.93	6.13	-18.18	17.86	0.65
8,967.00	1.60	208.42	8,965.92	5.03	-18.88	18.61	1.35
9,031.00	1.23	218.36	9,029.90	3.70	-19.73	19.53	0.69
9,094.00	0.40	281.13	9,092.90	3.21	-20.36	20.18	1.76
9,157.00	0.77	253.49	9,155.89	3.14	-20.99	20.81	0.72
9,221.00	0.92	249.75	9,219.89	2.84	-21.88	21.72	0.25
9,285.00	1.19	226.34	9,283.87	2.20	-22.84	22.71	0.79
9,348.00	0.62	247.73	9,346.87	1.62	-23.63	23.53	1.04
9,412.00	0.24	346.08	9,410.87	1.62	-23.98	23.88	1.09
9,475.00	0.34	267.15	9,473.86	1.74	-24.20	24.09	0.60
9,539.00	0.66	224.96	9,537.86	1.47	-24.65	24.55	0.73

**Design Report for #4-26-36 BTR - Sperry MWD Survey**

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N-S (ft)	+E-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
9,602.00	0.74	219.24	9,600.86	0.89	-25.17	25.09	0.17
9,677.00	1.26	210.68	9,675.85	-0.19	-25.89	25.87	0.72
<b>Final Sperry MWD Survey</b>							
9,735.00	1.26	210.68	9,733.83	-1.29	-26.54	26.58	0.00
<b>Straight Line Projection to TD</b>							

**Design Annotations**

Measured Depth (ft)	Vertical Depth (ft)	Local Coordinates		Comment
		+N-S (ft)	+E-W (ft)	
134.00	133.99	0.45	-1.32	First Sperry MWD Survey
9,677.00	9,675.85	-0.19	-25.89	Final Sperry MWD Survey
9,735.00	9,733.83	-1.29	-26.54	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)	267.23	Slot	0.00	0.00	0.00

**Survey tool program**

From (ft)	To (ft)	Survey/Plan	Survey Tool
0.00	9,735.00	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
#4-26-36 BTR_BHL	0.00	0.00	9,701.00	0.00	0.00	680,023.36	2,269,556.53	40° 11' 46.889 N	110° 32' 6.061 W
- actual wellpath misses target center by 36.10ft at 9677.00ft MD (9675.85 TVD, -0.19 N, -25.89 E)									
- Circle (radius 200.00)									

**North Reference Sheet for Sec. 26-T3S-R6W - #4-26-36 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 @ 5952.00ft (Patterson 506). Northing and Easting are relative to #4-26-36 BTR  
Coordinate System is US State Plane 1927 (Exact solution), Utah 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: 0.99991867

Grid Coordinates of Well: 680,023.36 ft N, 2,269,556.53 ft E  
Geographical Coordinates of Well: 40° 11' 46.89" N, 110° 32' 06.06" W  
Grid Convergence at Surface is: 0.62°

Based upon Minimum Curvature type calculations, at a Measured Depth of 9,735.00ft  
the Bottom Hole Displacement is 26.58ft in the Direction of 267.23° (True).  
Magnetic Convergence at surface is: -11.07° (27 May 2010, , BGGM2009)

Magnetic Model: BGGM2009  
Date: 27-May-10  
Declination: 11.69°  
Inclination/Dip: 65.87°  
Field Strength: 52394

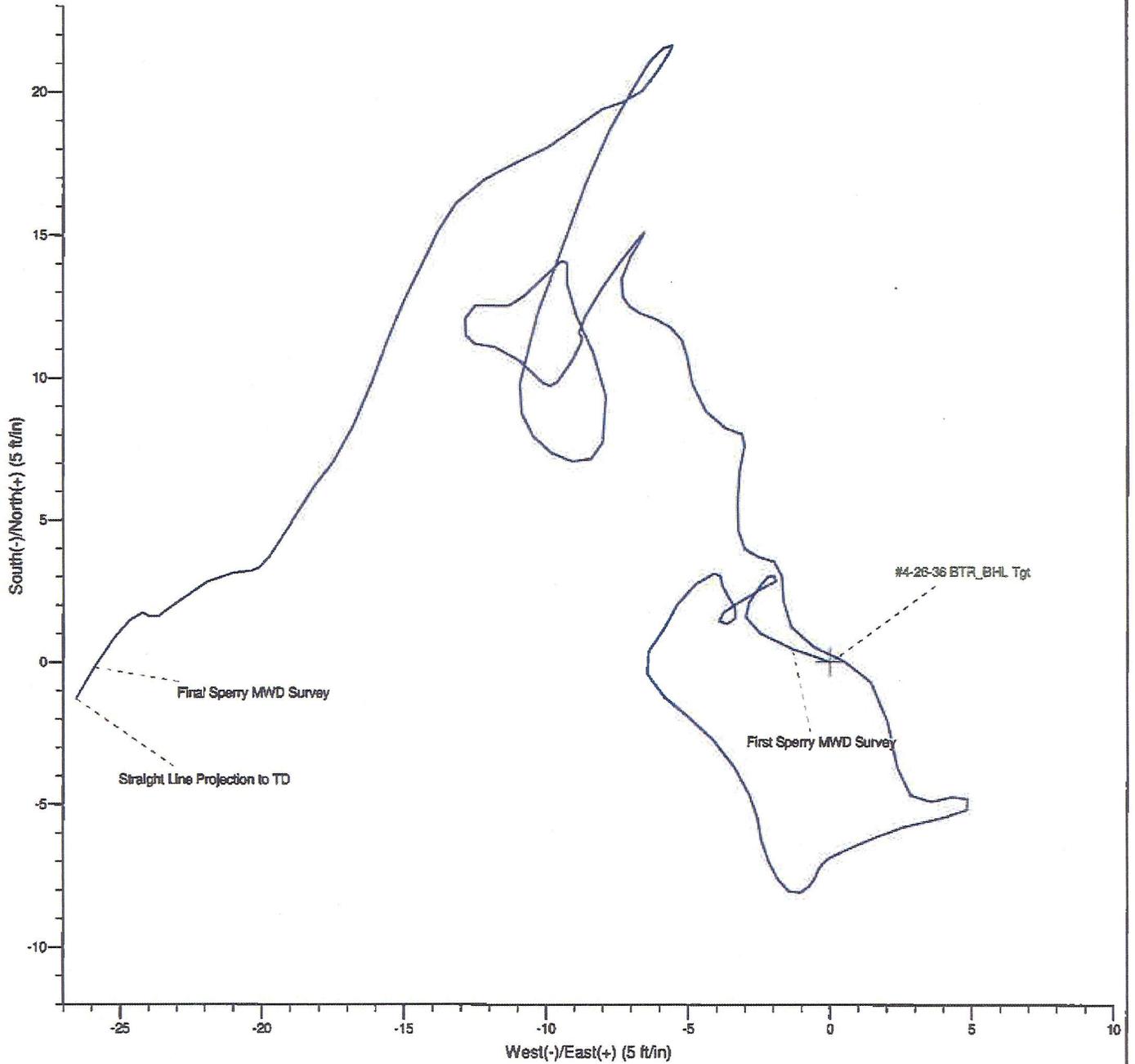
Grid North is 0.62° East of True North (Grid Convergence)  
Magnetic North is 11.69° East of True North (Magnetic Declination)  
Magnetic North is 11.07° East of Grid North (Magnetic Convergence)

To convert a True Direction to a Grid Direction, Subtract 0.62°  
To convert a Magnetic Direction to a True Direction, Add 11.69° East  
To convert a Magnetic Direction to a Grid Direction, Add 11.07°

Project: Duchesne County, UT (NAD 1927)  
Site: Sec. 26-T3S-R6W  
Well: #4-26-36 BTR

# Bill Barrett Corp

**HALLIBURTON**  
Sperry Drilling



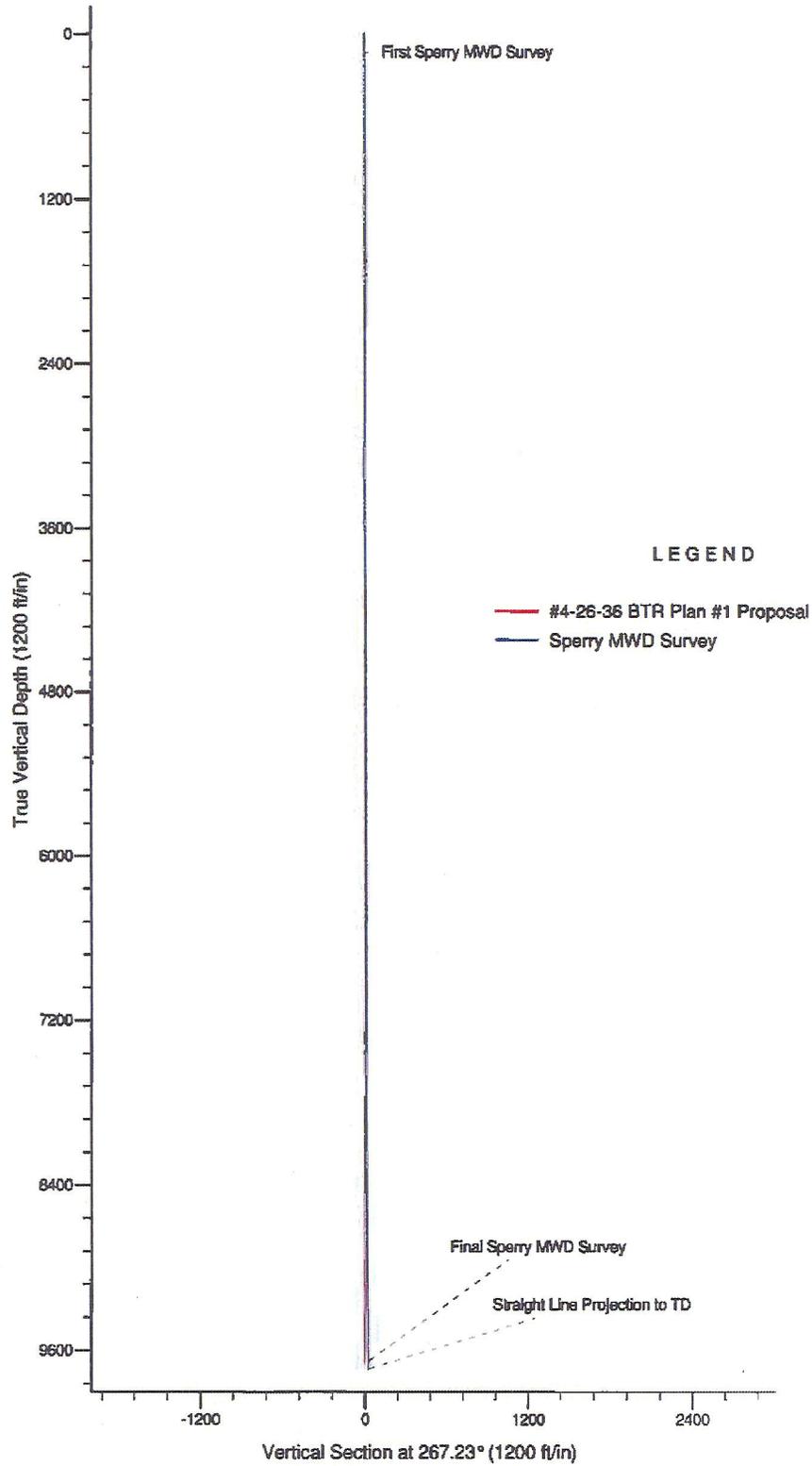
### LEGEND

- #4-26-36 BTR Plan #1 Proposal
- - - Sperry MWD Survey

Project: Duchesne County, UT (NAD 1927)  
Site: Sec. 26-T3S-R6W  
Well: #4-26-36 BTR

# Bill Barrett Corp

**HALLIBURTON**  
Sperry Drilling



<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> FEE
	<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
	<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> 4-26-36 BTR
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013341390000
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8164 Ext
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0674 FNL 1191 FWL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: NWNW Section: 26 Township: 03.0S Range: 06.0W Meridian: U	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT
	<b>COUNTY:</b> DUCHESNE
	<b>STATE:</b> UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input checked="" type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion: 2/23/2011	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input checked="" type="checkbox"/> OTHER	OTHER: <input type="text" value="gas lift installation proced"/>

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

Attached please find the procedures on the gas lift system BBC installed on this well 2/22-23/2011. Please contact Brady Riley at 303-312-8115 with any questions.

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

<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 3/14/2011	

**BTR 4-26-36**  
**Gas Lift Installation Procedure "Change of lift system"**  
**2/22/2011**

**5.5" 17ppf P-110 csg 9722'**  
**7,197'-9,616'**

- 1.) MIRU PU & bleed casing off to facilities
- 2.) NU BOP's
- 3.) TOO H w/ 2-7/8" tbg
- 4.) MUPU 2-7/8" tbg & bit & TIH to 8,550' (PBTD Estimated @ 8,732').
- 5.) TOO H w/ 2-7/8" tbg & bit
- 6.) PUMU 2-7/8" tbg, GL valves & pkr per design.
  - a. EOT estimated at 8,480' +/-
- 7.) Set Pkr @ 7188'
- 8.) Landed tubing @ 9539'
- 9.) RDMOL flowing well up tbg to sales till wellhead compression is set

**#4-26-36 BTR 2/18/2011 06:00 - 2/19/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	3,015.0	Drilling/Completion

## Time Log Summary

MOVE IN R/U  
DOWN TILL TUESDAY - 5, TUBING LEFT OPEN TO TREATER - 19

**#4-26-36 BTR 2/22/2011 06:00 - 2/23/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43-013-34139	UT	DUCHESNE	Black Tail Ridge	Concept	3,015.0	Drilling/Completion

## Time Log Summary

TRAVEL  
PUMP 130 BBLS DOWN CASING  
40 BBLS DOWN TUBING - 2, N/D WELL HEAD N/U BOP  
START OUT OF HOLE - 1, POOH W/ 220 JTS  
HAD TO KEEP SHUTING DOWN & FLUSH TUBING - 4, RIH AS FOLLOVES  
56 JTS  
MANDREL  
40 JTS  
MANDREL  
30 JTS  
MANDREL  
20 JTS  
MANDREL  
19 JTS  
MANDREL  
19 JTS  
MANDREL  
18 JTS  
MANDREL  
19 JTS  
MANDREL  
2 JTS  
SEAT NIPPLE  
1 JT  
X-FLOW ASS.  
PACKER  
PORTED SUB  
1 JT  
SHEAR SUB  
15 JTS  
MANDREL  
18 JTS  
MANDREL  
19 JTS  
MANDREL  
19  
MANDREL  
1 JT  
BULL PLUG - 4, SET ANCHOR SET 13,000#  
N/D BOP  
N/U WELL HEAD - 1, WAIT ON COMPRESSOR - 12

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

**AMENDED REPORT**   
(highlight changes)

FORM 8

**WELL COMPLETION OR RECOMPLETION REPORT AND LOG**

<p>1a. TYPE OF WELL:      OIL WELL <input type="checkbox"/>      GAS WELL <input type="checkbox"/>      DRY <input type="checkbox"/>      OTHER _____</p> <p>b. TYPE OF WORK: NEW WELL <input type="checkbox"/>      HORIZ. LATS. <input type="checkbox"/>      DEEP-EN <input type="checkbox"/>      RE-ENTRY <input type="checkbox"/>      DIFF. RESVR. <input type="checkbox"/>      OTHER _____</p> <p>2. NAME OF OPERATOR: _____</p> <p>3. ADDRESS OF OPERATOR:      CITY _____      STATE _____      ZIP _____      PHONE NUMBER: _____</p> <p>4. LOCATION OF WELL (FOOTAGES) AT SURFACE: _____  AT TOP PRODUCING INTERVAL REPORTED BELOW: _____  AT TOTAL DEPTH: _____</p>	<p>5. LEASE DESIGNATION AND SERIAL NUMBER: _____</p> <p>6. IF INDIAN, ALLOTTEE OR TRIBE NAME _____</p> <p>7. UNIT or CA AGREEMENT NAME _____</p> <p>8. WELL NAME and NUMBER: _____</p> <p>9. API NUMBER: _____</p> <p>10 FIELD AND POOL, OR WILDCAT _____</p> <p>11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: _____</p> <p>12. COUNTY _____      13. STATE <b>UTAH</b></p>
---	--

14. DATE SPUDDED: _____	15. DATE T.D. REACHED: _____	16. DATE COMPLETED: _____	ABANDONED <input type="checkbox"/> READY TO PRODUCE <input type="checkbox"/>	17. ELEVATIONS (DF, RKB, RT, GL): _____
18. TOTAL DEPTH: MD _____ TVD _____	19. PLUG BACK T.D.: MD _____ TVD _____	20. IF MULTIPLE COMPLETIONS, HOW MANY? *		21. DEPTH BRIDGE MD _____ PLUG SET: TVD _____
22. TYPE ELECTRIC AND OTHER MECHANICAL LOGS RUN (Submit copy of each)			23. WAS WELL CORED?      NO <input type="checkbox"/> YES <input type="checkbox"/> (Submit analysis) WAS DST RUN?      NO <input type="checkbox"/> YES <input type="checkbox"/> (Submit report) DIRECTIONAL SURVEY?      NO <input type="checkbox"/> YES <input type="checkbox"/> (Submit copy)	

**24. CASING AND LINER RECORD (Report all strings set in well)**

HOLE SIZE	SIZE/GRADE	WEIGHT (#/ft.)	TOP (MD)	BOTTOM (MD)	STAGE CEMENTER DEPTH	CEMENT TYPE & NO. OF SACKS	SLURRY VOLUME (BBL)	CEMENT TOP **	AMOUNT PULLED

**25. TUBING RECORD**

SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)	SIZE	DEPTH SET (MD)	PACKER SET (MD)

**26. PRODUCING INTERVALS**

FORMATION NAME	TOP (MD)	BOTTOM (MD)	TOP (TVD)	BOTTOM (TVD)
(A)				
(B)				
(C)				
(D)				

**27. PERFORATION RECORD**

INTERVAL (Top/Bot - MD)	SIZE	NO. HOLES	PERFORATION STATUS
			Open <input type="checkbox"/> Squeezed <input type="checkbox"/>
			Open <input type="checkbox"/> <b>Squeezed</b> <input type="checkbox"/>
			Open <input type="checkbox"/> Squeezed <input type="checkbox"/>
			Open <input type="checkbox"/> Squeezed <input type="checkbox"/>

**28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC.**

DEPTH INTERVAL	AMOUNT AND TYPE OF MATERIAL

**29. ENCLOSED ATTACHMENTS:**

- |   |  |                                       |   |
|---|--|---------------------------------------|---|
| <input type="checkbox"/> ELECTRICAL/MECHANICAL LOGS                         | <input type="checkbox"/> GEOLOGIC REPORT | <input type="checkbox"/> DST REPORT   | <input type="checkbox"/> DIRECTIONAL SURVEY |
| <input type="checkbox"/> SUNDRY NOTICE FOR PLUGGING AND CEMENT VERIFICATION | <input type="checkbox"/> CORE ANALYSIS   | <input type="checkbox"/> OTHER: _____ |   |

**30. WELL STATUS:**

**31. INITIAL PRODUCTION**

**INTERVAL A (As shown in item #26)**

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

**INTERVAL B (As shown in item #26)**

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

**INTERVAL C (As shown in item #26)**

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

**INTERVAL D (As shown in item #26)**

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU – GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL – BBL:	GAS – MCF:	WATER – BBL:	INTERVAL STATUS:

**32. DISPOSITION OF GAS (Sold, Used for Fuel, Vented, Etc.)**

**33. 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.

**34. FORMATION (Log) MARKERS:**

Formation	Top (MD)	Bottom (MD)	Descriptions, Contents, etc.	Name	Top (Measured Depth)

**35. ADDITIONAL REMARKS (Include plugging procedure)**

**36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records.**

NAME (PLEASE PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_  
 SIGNATURE *Venessa Lagumacher* \_\_\_\_\_ DATE \_\_\_\_\_

This report must be submitted within 30 days of

- completing or plugging a new well
- drilling horizontal laterals from an existing well bore
- recompleting to a different producing formation
- reentering a previously plugged and abandoned well
- significantly deepening an existing well bore below the previous bottom-hole depth
- drilling hydrocarbon exploratory holes, such as core samples and stratigraphic tests

\* ITEM 20: Show the number of completions if production is measured separately from two or more formations.

\*\* ITEM 24: Cement Top – Show how reported top(s) of cement were determined (circulated (CIR), calculated (CAL), cement bond log (CBL), temperature survey (TS)).

Send to: Utah Division of Oil, Gas and Mining  
 1594 West North Temple, Suite 1210  
 Box 145801  
 Salt Lake City, Utah 84114-5801

Phone: 801-538-5340

Fax: 801-359-3940

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>	5. LEASE DESIGNATION AND SERIAL NUMBER: FEE
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:
	7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 4-26-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013341390000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8134 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0674 FNL 1191 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NWNW Section: 26 Township: 03.0S Range: 06.0W Meridian: U	9. FIELD and POOL or WILDCAT: ALTAMONT
	COUNTY: DUCHESNE
	STATE: UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 4/15/2015	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input checked="" type="checkbox"/> OTHER	OTHER: <input type="text" value="CA number"/>

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

The Tribal CA has been earned for this well. The CA number UTU88959

**Accepted by the  
 Utah Division of  
 Oil, Gas and Mining  
 FOR RECORD ONLY  
 April 15, 2015**

NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A	DATE 4/15/2015	

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9  5. LEASE DESIGNATION AND SERIAL NUMBER: FEE
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
1. TYPE OF WELL Oil Well		7. UNIT or CA AGREEMENT NAME:
2. NAME OF OPERATOR: BILL BARRETT CORP		8. WELL NAME and NUMBER: 4-26-36 BTR
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		9. API NUMBER: 43013341390000
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0674 FNL 1191 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: NWNW Section: 26 Township: 03.0S Range: 06.0W Meridian: U		9. FIELD and POOL or WILDCAT: ALTAMONT
		COUNTY: DUCHESNE
		STATE: UTAH

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 5/9/2017	<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 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 checked="" 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.

Well was shut in on 5/10/15 due to low production & low commodity prices. On 5/9/16 well will be shut in for 1 year. Current economics do not justify returning well to production. For this reason BBC is requesting an additional 1 year shut in, before a MIT is required, until 5/9/2017. Well currently has 15 psi tubing, 1300 psi casing, 0 psi Braden Head. With minimal to zero Braden Head pressure & 1300 psi casing pressure, it is evident that the 5-1/2" production casing has full integrity & all formations are protected. Fluid level was found at 7,100 ft. from surface with TOC at 336 ft. Well is shut in at the wellhead & all surface equipment has been drained/winterized. Well is still on an active lease operator route & is checked frequently for any surface & potential down hole issues. Well would be RTP if economics are justified at higher commodity price before 5/9/17.

Approved by the  
 May 04, 2016  
 Oil, Gas and Mining

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

By: DeKQ

NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A	DATE 4/7/2016	

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

Effective Date: 11/1/2016

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

**WELL INFORMATION:**

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

**OPERATOR CHANGES DOCUMENTATION:**

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

**REVIEW:**

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

**NEW OPERATOR BOND VERIFICATION:**

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

**DATA ENTRY:**

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

**COMMENTS:**

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From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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



October 20, 2016

Re: Bill Barrett Corporation Transfer to New Operator

Dear Ms. Medina:

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

**New Operator Contact information:**

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

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

Sincerely,

Bill Barrett Corporation

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

Brady Riley  
Permit Analyst

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

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

FORM 9

**SUNDRY NOTICES AND REPORTS ON WELLS**

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

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

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

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> (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"/> <b>SUBSEQUENT REPORT</b> (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**

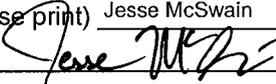
(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

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

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

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

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

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

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

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

UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

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

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

Company: <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&amp;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

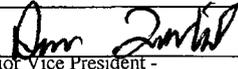
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

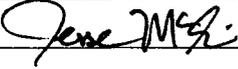
Well Name and Number 16-6D-46 BTR SWD	API Number 4301350781
Location of Well Footage : 0200 FSL 0099 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 6 4S 6W State : UTAH	Field or Unit Name ALTAMONT Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

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

**NEW OPERATOR**

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

(This space for State use only)

Transfer approved by:   
Title: VIC

Approval Date: 11/3/16

Comments:

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

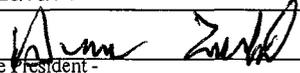
UIC FORM 5

**TRANSFER OF AUTHORITY TO INJECT**

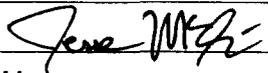
Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well Footage : 0539 FSL 0704 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 9 3S 6W State : UTAH	Field or Unit Name CEDAR RIM Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

**CURRENT OPERATOR**

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

**NEW OPERATOR**

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

(This space for State use only)

Transfer approved by: \_\_\_\_\_ Approval Date: \_\_\_\_\_

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

Comments:

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