

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

FORM 3
AMENDED REPORT

APPLICATION FOR PERMIT TO DRILL						1. WELL NAME and NUMBER 16X-23D-36 BTR				
2. TYPE OF WORK DRILL NEW WELL <input checked="" type="checkbox"/> REENTER P&A WELL <input type="checkbox"/> DEEPEN WELL <input type="checkbox"/>						3. FIELD OR WILDCAT ALTAMONT				
4. TYPE OF WELL Oil Well Coalbed Methane Well: NO						5. UNIT or COMMUNITIZATION AGREEMENT NAME				
6. NAME OF OPERATOR BILL BARRETT CORP						7. OPERATOR PHONE 303 312-8164				
8. ADDRESS OF OPERATOR 1099 18th Street Ste 2300, Denver, CO, 80202						9. OPERATOR E-MAIL dspencer@billbarrettcorp.com				
10. MINERAL LEASE NUMBER (FEDERAL, INDIAN, OR STATE) 14-20-H62-6156			11. MINERAL OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input checked="" type="checkbox"/> STATE <input type="checkbox"/> FEE <input type="checkbox"/>			12. SURFACE OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input checked="" type="checkbox"/> FEE <input type="checkbox"/>				
13. NAME OF SURFACE OWNER (if box 12 = 'fee')						14. SURFACE OWNER PHONE (if box 12 = 'fee')				
15. ADDRESS OF SURFACE OWNER (if box 12 = 'fee')						16. SURFACE OWNER E-MAIL (if box 12 = 'fee')				
17. INDIAN ALLOTTEE OR TRIBE NAME (if box 12 = 'INDIAN') UTE			18. INTEND TO COMMINGLE PRODUCTION FROM MULTIPLE FORMATIONS YES <input type="checkbox"/> (Submit Commingling Application) NO <input checked="" type="checkbox"/>			19. SLANT VERTICAL <input type="checkbox"/> DIRECTIONAL <input checked="" type="checkbox"/> HORIZONTAL <input type="checkbox"/>				
20. LOCATION OF WELL		FOOTAGES		QTR-QTR	SECTION	TOWNSHIP	RANGE	MERIDIAN		
LOCATION AT SURFACE		782 FSL 814 FEL		SESE	23	3.0 S	6.0 W	U		
Top of Uppermost Producing Zone		661 FSL 660 FEL		SESE	23	3.0 S	6.0 W	U		
At Total Depth		660 FSL 660 FEL		SESE	23	3.0 S	6.0 W	U		
21. COUNTY DUCHESNE			22. DISTANCE TO NEAREST LEASE LINE (Feet) 660			23. NUMBER OF ACRES IN DRILLING UNIT 160				
			25. DISTANCE TO NEAREST WELL IN SAME POOL (Applied For Drilling or Completed) 8250			26. PROPOSED DEPTH MD: 6014 TVD: 6000				
27. ELEVATION - GROUND LEVEL 5878			28. BOND NUMBER LPM 8874725			29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE Duchesne City Culinary Water Dock				
Hole, Casing, and Cement Information										
String	Hole Size	Casing Size	Length	Weight	Grade & Thread	Max Mud Wt.	Cement	Sacks	Yield	Weight
Cond	26	16	0 - 80	65.0	Unknown	8.8	Unknown	0	0.0	0.0
Surf	12.25	9.625	0 - 3000	36.0	J-55 ST&C	8.8	Halliburton Light , Type Unknown	450	3.16	11.0
							Halliburton Premium , Type Unknown	210	1.36	14.8
Prod	8.75	5.5	0 - 6014	17.0	P-110 LT&C	8.8	Unknown	850	1.42	13.5
ATTACHMENTS										
VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES										
<input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER					<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN					
<input checked="" type="checkbox"/> AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)					<input type="checkbox"/> FORM 5. IF OPERATOR IS OTHER THAN THE LEASE OWNER					
<input checked="" type="checkbox"/> DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED)					<input checked="" type="checkbox"/> TOPOGRAPHICAL MAP					
NAME Elaine Winick			TITLE Sr. Permit Analyst			PHONE 303 293-9100				
SIGNATURE			DATE 03/03/2011			EMAIL ewinick@billbarrettcorp.com				
API NUMBER ASSIGNED 43013506230000			APPROVAL  Permit Manager							

BILL BARRETT CORPORATION
DRILLING PLAN
2/28/2011

16X-23D-36 BTR Well Pad

SESE, 782' FSL & 814' FEL, Section 23-T3S-R6W, USB&M (surface hole)
 SESE, 660' FSL & 660' FEL, Section 23-T3S-R6W USB&M (bottom hole)
 Duchesne County, Utah

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

<u>Formation</u>	<u>Depth – MD</u>	<u>Depth - TVD</u>
Green River	3633'	3619'
Mahogany *	4363'	4349'
TGR3 *	5723'	5709'
TD	6014'	6000'

*PROSPECTIVE PAY

The Mahogany and TGR3 are primary objectives for oil/gas.

3. BOP and Pressure Containment Data

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

4. Casing Program

A) Planned Program

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

Bill Barrett Corporation
 Drilling Program
 # 16X-23D-36 BTR
 Duchesne County, Utah

5. Cementing Program

16" Conductor Casing	Grout
9 5/8" Surface Casing	Approximately 450 sx Halliburton Light Premium with additives mixed at 11.0 ppg (yield = 3.16 ft ³ /sx) circulated to surface with 75% excess. Approximately 210 sx Halliburton Premium Plus cement with additives mixed at 14.8 ppg (yield = 1.36 ft ³ /sx), calculated hole volume with 75% excess.
5 1/2" Production Casing	Plan to run 5-1/2" swell packers from 4300 to TD. DVT @ 4250' and cement with approximately 850 sx Halliburton Econocem cement with additives mixed at 13.5 ppg (yield = 1.42 ft ³ /sx). Estimated TOC 2,500'.

6. Mud Program

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

7. Testing, Logging and Core Programs

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

8. Anticipated Abnormal Pressures or Temperatures

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 2746 psi* and maximum anticipated surface pressure equals approximately 1426 psi** (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

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

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

Bill Barrett Corporation
Drilling Program
16X-23D-36 BTR
Duchesne County, Utah

9. **Auxiliary Equipment**

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

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

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

11. **Drilling Schedule**

Location Construction:	Approximately May 1, 2011
Spud:	Approximately May 20, 2011
Duration:	8 days drilling time
	45 days completion time

PRESSURE CONTROL EQUIPMENT – Schematic Attached

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

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

B. Pressure Rating: 5,000 psi

C. Testing Procedure:

Annular Preventer

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

At a minimum the above pressure test will be performed:

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

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

Blow-Out Preventer

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

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

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

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

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

D. Choke Manifold Equipment:

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

E. Accumulator:

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

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

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

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

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

F. Miscellaneous Information:

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

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

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

BILL BARRETT CORPORATION

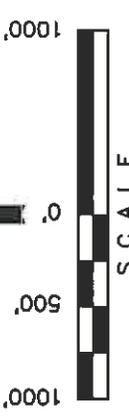
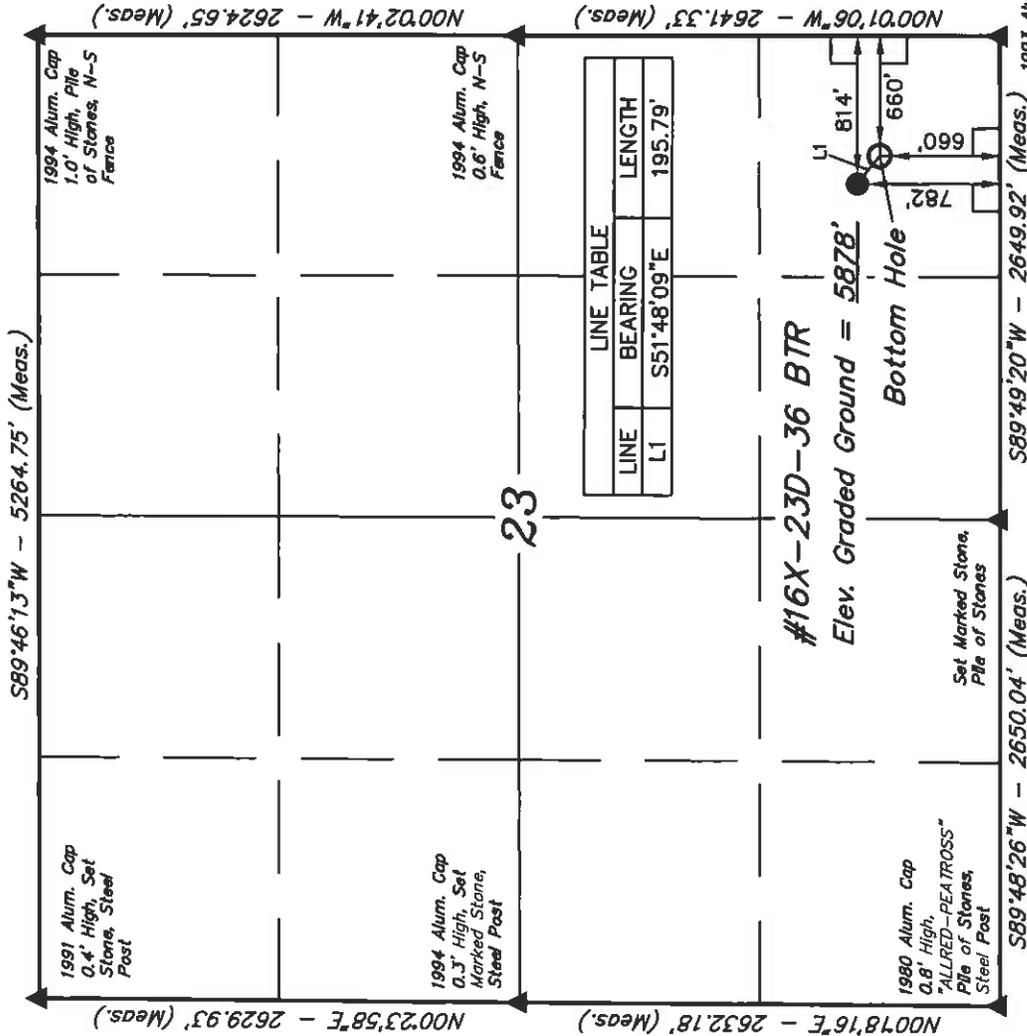
Well location, #16X-23D-36 BTR, located as shown in the SE 1/4 SE 1/4 of Section 23, T3S, R6W, U.S.B.&M., Duchesne County, Utah.

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 BEARINGS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 ROBERT L. KAY
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 161319
 STATE OF UTAH

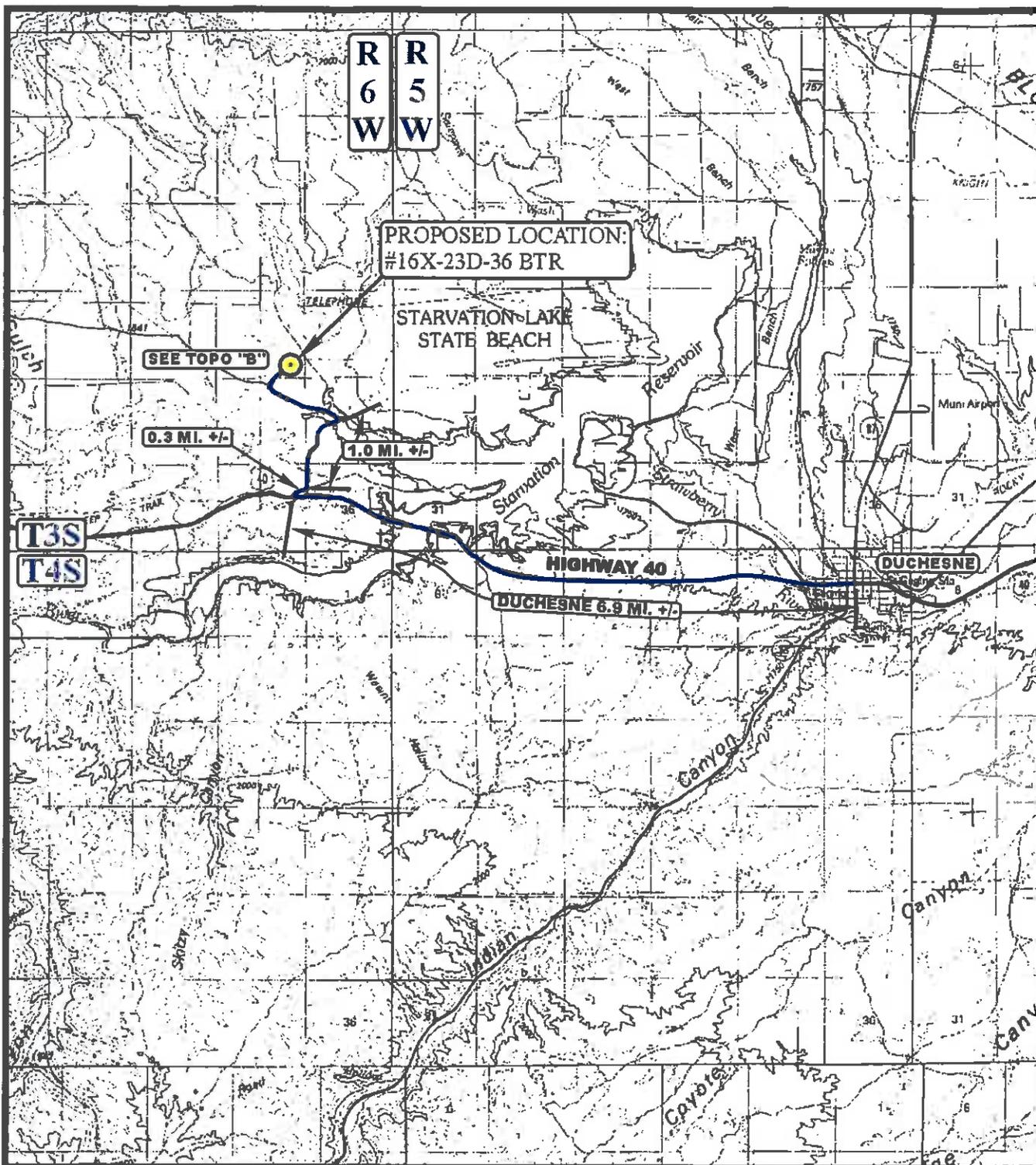
REVISED: 12-02-10

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

SCALE	1" = 1000'	DATE SURVEYED:	04-30-10	DATE DRAWN:	05-11-10
PARTY	D.R. T.A. C.C.	REFERENCES	G.L.O. PLAT		
WEATHER	WARM	FILE	BILL BARRETT CORPORATION		

NAD 83 (TARGET BOTTOM HOLE)	NAD 83 (SURFACE LOCATION)
LATITUDE = 40°12'00.03" (40.200008)	LATITUDE = 40°12'01.22" (40.200339)
LONGITUDE = 110°31'24.15" (110.523375)	LONGITUDE = 110°31'26.14" (110.523928)
NAD 27 (TARGET BOTTOM HOLE)	NAD 27 (SURFACE LOCATION)
LATITUDE = 40°12'00.18" (40.200050)	LATITUDE = 40°12'01.38" (40.200383)
LONGITUDE = 110°31'21.59" (110.522664)	LONGITUDE = 110°31'23.57" (110.523214)
STATE PLANE NAD 27 N: 861406.03 E: 2272892.32	STATE PLANE NAD 27 N: 861526.36 E: 2272837.19

- LEGEND:**
- = 90' SYMBOL
 - = PROPOSED WELL HEAD.
 - ▲ = SECTION CORNERS LOCATED.



LEGEND:

● PROPOSED LOCATION

BILL BARRETT CORPORATION

#16X-23D-36 BTR
SECTION 23, T3S, R6W, U.S.B.&M.
782' FSL 814' FEL



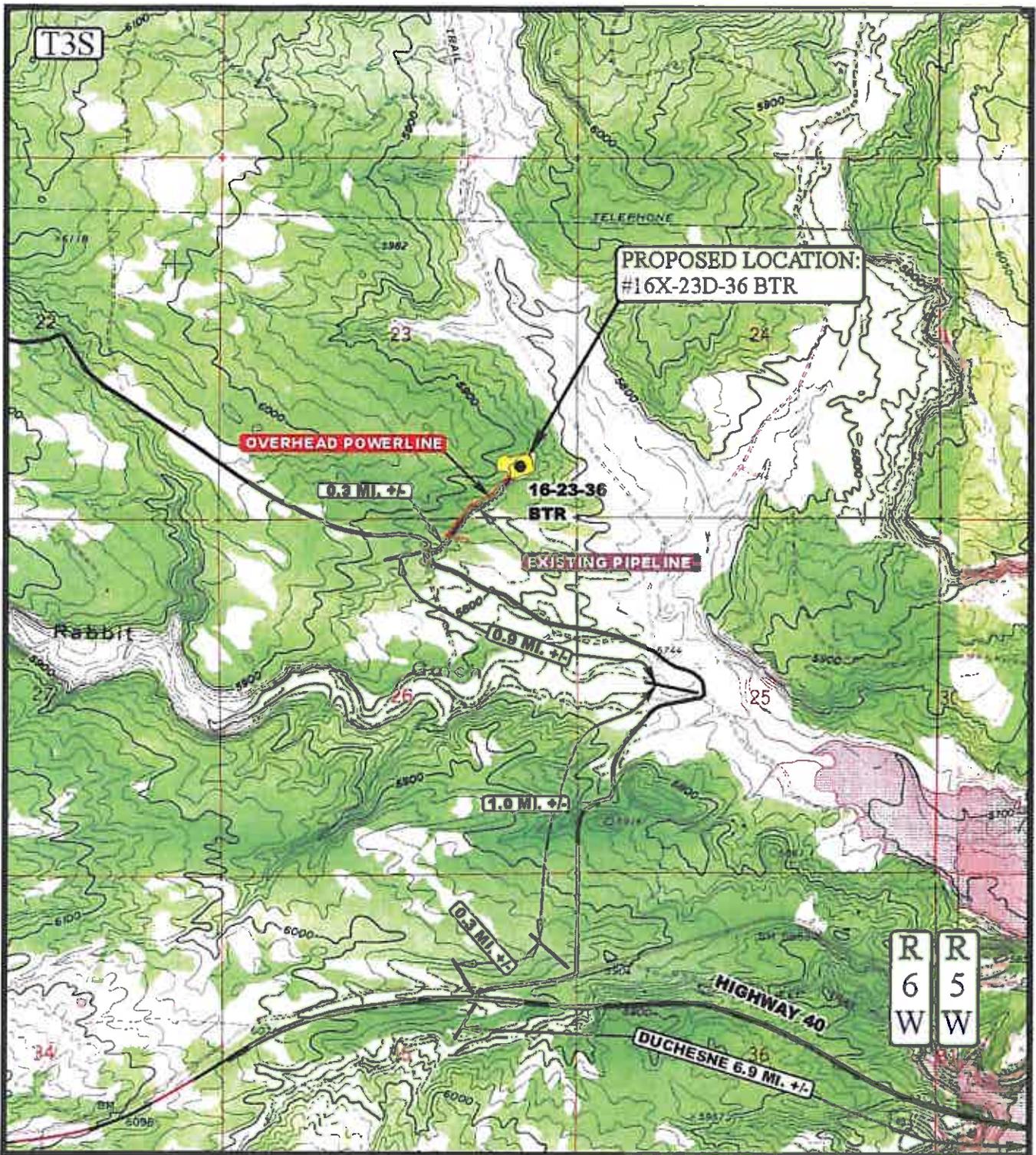
Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 • FAX (435) 789-1813



TOPOGRAPHIC 05 07 10
MAP MONTH DAY YEAR

SCALE: 1:100,000 DRAWN BY: J.H. REV: 12-03-10 J.J.

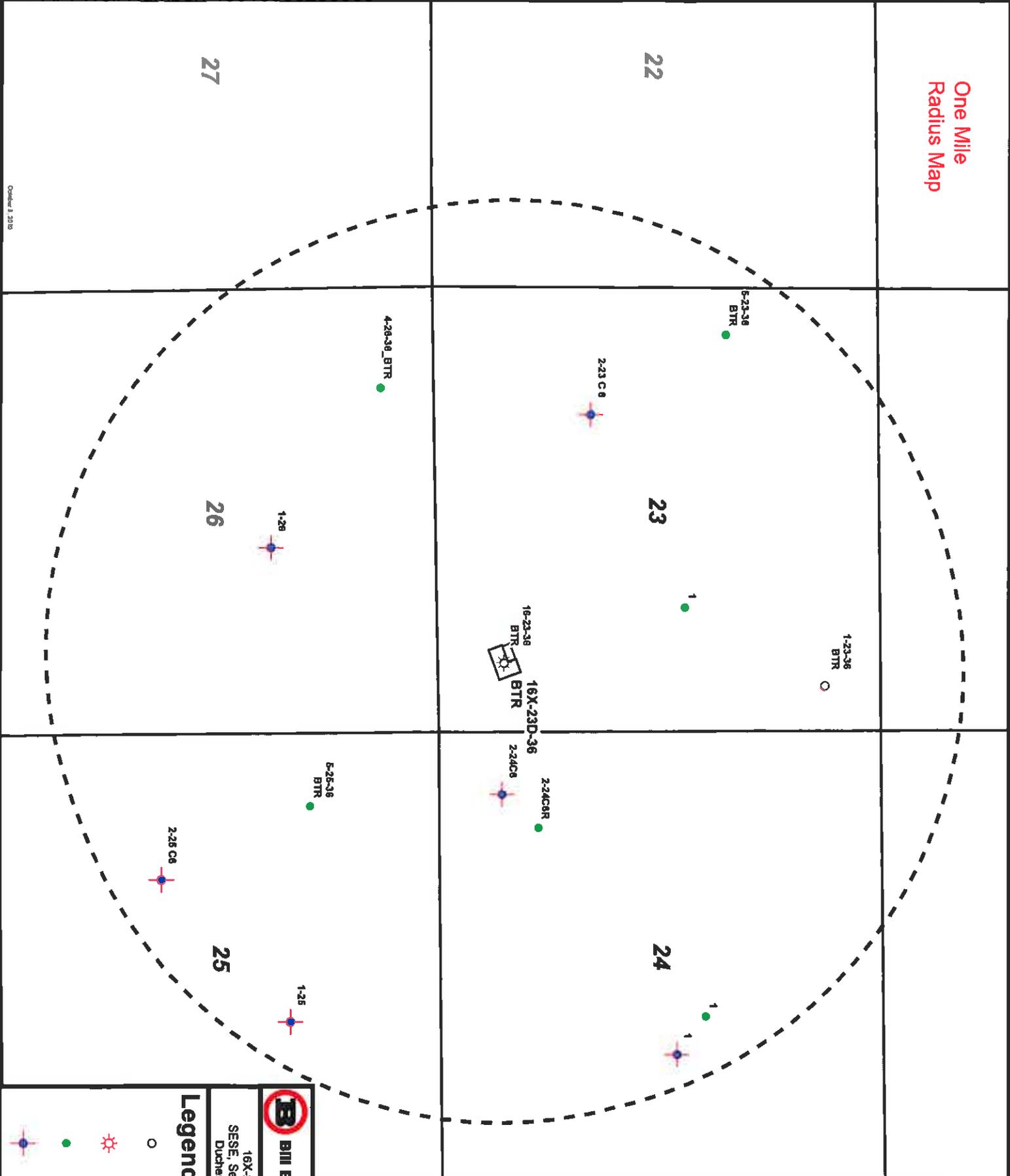




LEGEND:		BILL BARRETT CORPORATION						
— EXISTING ROAD		#16X-23D-36 BTR						
		SECTION 23, T3S, R6W, U.S.B.&M.						
		782' FSL 814' FEL						
Uintah Engineering & Land Surveying 85 South 200 East Vernal, Utah 84078 (435) 789-1017 * FAX (435) 789-1813	N 							
	TOPOGRAPHIC MAP		<table border="1"> <tr> <td>05</td> <td>07</td> <td>10</td> </tr> <tr> <td>MONTH</td> <td>DAY</td> <td>YEAR</td> </tr> </table>	05	07	10	MONTH	DAY
05	07	10						
MONTH	DAY	YEAR						
SCALE: 1" = 2000'		DRAWN BY: J.H. REV: 12-03-10 J.J.						

One Mile
Radius Map

3S/6W



 **Bill Barrett Corporation**

16X-23D-36 BTR Pad
SESE, Section 23, T3S, R6W
Duchesne County, Utah

Legend

-  Drilling - 1 Total
-  Gas - 1 Total
-  Oil - 8 Total
-  P&A - 6 Total

Bill Barrett Corp

Duchesne County, UT (NAD 1927)

Sec. 23-T3S-R6W

16X-23D-36 BTR

Plan A Rev 1

Plan: Plan A Rev 1 Proposal

Sperry Drilling Services

Proposal Report

01 March, 2011

Well Coordinates: 681,525.22 N, 2,272,837.42 E (40° 12' 01.38" N, 110° 31' 23.57" W)

Ground Level: 5,878.00 ft

Local Coordinate Origin:

Viewing Datum:

TVDs to System:

North Reference:

Unit System:

Geodetic Scale Factor Applied

Version: 2003.16 Build: 431

Centered on Well 16X-23D-36 BTR

RKB 16' @ 5894.00ft (Patterson 506)

N

True

API - US Survey Feet - Custom

HALLIBURTON

Plan Report for 16X-23D-36 BTR - Plan A Rev 1 Proposal

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)	Toolface Azimuth (°)
0.00	0.00	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.00	0.00	0.000	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200.00	0.00	0.000	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300.00	0.00	0.000	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
400.00	0.00	0.000	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500.00	0.00	0.000	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600.00	0.00	0.000	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
700.00	0.00	0.000	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800.00	0.00	0.000	800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
900.00	0.00	0.000	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,000.00	0.00	0.000	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,100.00	0.00	0.000	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,200.00	0.00	0.000	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,300.00	0.00	0.000	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,400.00	0.00	0.000	1,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,500.00	0.00	0.000	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,600.00	0.00	0.000	1,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,700.00	0.00	0.000	1,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,800.00	0.00	0.000	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,900.00	0.00	0.000	1,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,000.00	0.00	0.000	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,100.00	0.00	0.000	2,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,200.00	0.00	0.000	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,300.00	0.00	0.000	2,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,304.99	0.00	0.000	2,304.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kickoff at 2304.99ft										
2,400.00	1.90	128.292	2,399.98	-0.98	1.24	1.58	2.00	2.00	0.00	128.29
2,500.00	3.90	128.292	2,499.85	-4.11	5.21	6.64	2.00	2.00	0.00	0.00
2,550.00	4.90	128.292	2,549.70	-6.49	8.22	10.47	2.00	2.00	0.00	0.00
Build Rate = 2.00°/100ft										
2,600.00	5.90	128.292	2,599.48	-9.40	11.91	15.18	2.00	2.00	0.00	0.00
2,700.00	7.90	128.292	2,698.75	-16.85	21.34	27.19	2.00	2.00	0.00	0.00
2,800.00	9.90	128.292	2,797.54	-26.44	33.48	42.66	2.00	2.00	0.00	0.00
2,804.99	10.00	128.292	2,802.46	-26.97	34.16	43.52	2.00	2.00	0.00	0.00
End Build at 2804.99ft										
2,900.00	10.00	128.292	2,896.02	-37.19	47.11	60.02	0.00	0.00	0.00	0.00
3,000.00	10.00	128.292	2,994.50	-47.95	60.74	77.39	0.00	0.00	0.00	0.00
3,075.00	10.00	128.292	3,068.36	-56.02	70.96	90.41	0.00	0.00	0.00	0.00
10.00 Inclination										
3,100.00	10.00	128.292	3,092.98	-58.71	74.37	94.75	0.00	0.00	0.00	0.00
3,200.00	10.00	128.292	3,191.46	-69.47	88.00	112.12	0.00	0.00	0.00	0.00
3,300.00	10.00	128.292	3,289.95	-80.24	101.63	129.48	0.00	0.00	0.00	0.00
3,347.49	10.00	128.292	3,336.71	-85.35	108.10	137.73	0.00	0.00	0.00	0.00
Begin Drop at 3347.49ft										
3,400.00	9.21	128.292	3,388.49	-90.78	114.97	146.49	1.50	-1.50	0.00	180.00
3,500.00	7.71	128.292	3,487.40	-99.89	126.52	161.21	1.50	-1.50	0.00	180.00
3,600.00	6.21	128.292	3,586.66	-107.41	136.04	173.33	1.50	-1.50	0.00	180.00
3,632.52	5.72	128.292	3,619.00	-109.50	138.69	176.71	1.50	-1.50	0.00	-180.00
Green River										
3,700.00	4.71	128.292	3,686.20	-113.30	143.51	182.85	1.50	-1.50	0.00	180.00
Drop Rate = 1.50°/100ft										
3,800.00	3.21	128.292	3,785.96	-117.59	148.93	189.76	1.50	-1.50	0.00	180.00
3,900.00	1.71	128.292	3,885.86	-120.25	152.30	194.05	1.50	-1.50	0.00	180.00
4,000.00	0.21	128.292	3,985.84	-121.29	153.62	195.73	1.50	-1.50	0.00	180.00
4,014.16	0.00	0.000	4,000.00	-121.30	153.64	195.76	1.50	-1.50	-906.27	-179.99
End Drop at 4014.16ft - 16X-23D-36 BTR Plan A Rev 1 Zone Tgt										
4,100.00	0.00	0.000	4,085.84	-121.30	153.64	195.76	0.00	0.00	0.00	180.00
4,200.00	0.00	0.000	4,185.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00



Plan Report for 16X-23D-36 BTR - Plan A Rev 1 Proposal

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)	Toolface Azimuth (°)
4,300.00	0.00	0.000	4,285.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
4,363.16	0.00	0.000	4,349.00	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
Mahogany										
4,400.00	0.00	0.000	4,385.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
4,500.00	0.00	0.000	4,485.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
4,600.00	0.00	0.000	4,585.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
4,700.00	0.00	0.000	4,685.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
4,800.00	0.00	0.000	4,785.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
4,900.00	0.00	0.000	4,885.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,000.00	0.00	0.000	4,985.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,100.00	0.00	0.000	5,085.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,200.00	0.00	0.000	5,185.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,300.00	0.00	0.000	5,285.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,400.00	0.00	0.000	5,385.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,500.00	0.00	0.000	5,485.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,600.00	0.00	0.000	5,585.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,700.00	0.00	0.000	5,685.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,723.16	0.00	0.000	5,709.00	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
TGR3										
5,800.00	0.00	0.000	5,785.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
5,900.00	0.00	0.000	5,885.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
6,000.00	0.00	0.000	5,985.84	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
6,014.16	0.00	0.000	6,000.00	-121.30	153.64	195.76	0.00	0.00	0.00	0.00
16X-23D-36 BTR Plan A Rev 1 BH Tgt										

Plan Annotations

Measured Depth (ft)	Vertical Depth (ft)	Local Coordinates		Comment
		+N/-S (ft)	+E/-W (ft)	
2,304.99	2,304.99	0.00	0.00	Kickoff at 2304.99ft
2,550.00	2,549.70	-6.49	8.22	Build Rate = 2.00°/100ft
2,804.99	2,802.46	-26.97	34.16	End Build at 2804.99ft
3,075.00	3,068.36	-56.02	70.96	10.00 Inclination
3,347.49	3,336.71	-85.35	108.10	Begin Drop at 3347.49ft
3,700.00	3,686.20	-113.30	143.51	Drop Rate = 1.50°/100ft
4,014.16	4,000.00	-121.30	153.64	End Drop at 4014.16ft
6,014.16	6,000.00	-121.30	153.64	Total Depth = 6014.16ft

Vertical Section Information

Angle Type	Target	Azimuth (°)	Origin Type	Origin +N/_S (ft)	Origin +E/-W (ft)	Start TVD (ft)
Target	16X-23D-36 BTR Plan A Rev 1 BH Tgt	128.292	Slot	0.00	0.00	0.00

Survey tool program

From (ft)	To (ft)	Survey/Plan	Survey Tool
0.00	6,014.16	Plan A Rev 1 Proposal	MWD

Plan Report for 16X-23D-36 BTR - Plan A Rev 1 Proposal**Formation Details**

Measured Depth (ft)	Vertical Depth (ft)	Name	Lithology	Dip (°)	Dip Direction (°)
3,632.52	3,619.00	Green River		0.00	
4,363.16	4,349.00	Mahogany		0.00	
5,723.16	5,709.00	TGR3		0.00	

Targets associated with this wellbore

Target Name	TVD (ft)	+N/-S (ft)	+E/-W (ft)	Shape
16X-23D-36 BTR Plan A Rev 0 Zone Tgt	7,299.00	-121.30	153.64	Rectangle
16X-23D-36 BTR Plan A Rev 0 BH Tgt	9,934.00	-121.30	153.64	Point
16X-23D-36 BTR Plan A Rev 1 Zone Tgt	4,000.00	-121.30	153.64	Rectangle
16X-23D-36 BTR Plan A Rev 1 BH Tgt	6,000.00	-121.30	153.64	Point

North Reference Sheet for Sec. 23-T3S-R6W - 16X-23D-36 BTR - Plan A Rev 1

All data is in US Feet unless otherwise stated. Directions and Coordinates are relative to True North Reference.

Vertical Depths are relative to RKB 16' @ 5894.00ft (Patterson 506). Northing and Easting are relative to 16X-23D-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 -111.50°, Longitude Origin:0.000000°, Latitude Origin:40.650000°

False Easting: 2,000,000.00ft, False Northing: 0.00ft, Scale Reduction: 0.99991912

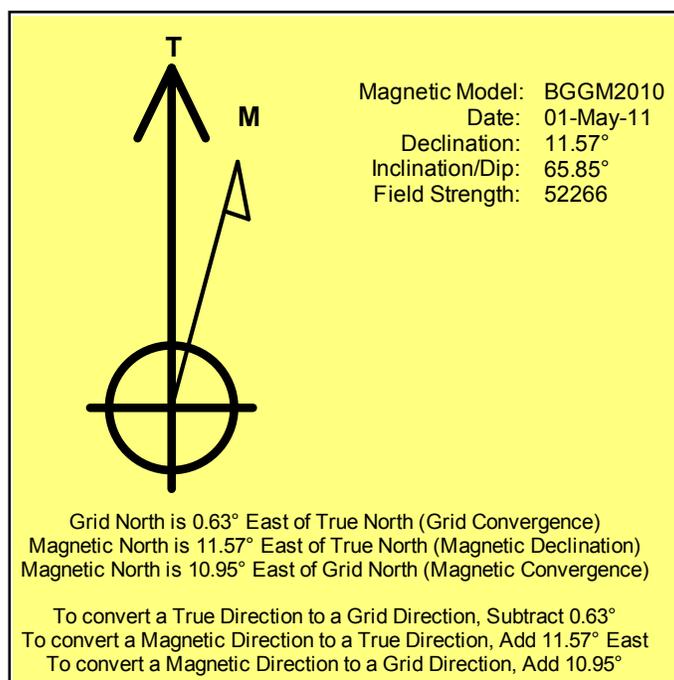
Grid Coordinates of Well: 681,525.22 ft N, 2,272,837.42 ft E

Geographical Coordinates of Well: 40° 12' 01.38" N, 110° 31' 23.57" W

Grid Convergence at Surface is: 0.63°

Based upon Minimum Curvature type calculations, at a Measured Depth of 6,014.16ft
the Bottom Hole Displacement is 195.76ft in the Direction of 128.29° (True).

Magnetic Convergence at surface is: -10.95° (1 May 2011, , BGGM2010)



Project: Duchesne County, UT (NAD 1927)
 Site: Sec. 23-T3S-R6W
 Well: 16X-23D-36 BTR
 Wellbore: Plan A Rev 1
 Plan: Plan A Rev 1 Proposal

Bill Barrett Corp



SECTION DETAILS

Sec	MD	Inc	Azi	TVD	+N/-S	+E/-W	DLeg	TFace	VSec
1	0.00	0.00	0.000	0.00	0.00	0.00	0.00	0.00	0.00
2	2304.99	0.00	0.000	2304.99	0.00	0.00	0.00	0.00	0.00
3	2804.99	10.00	128.292	2802.45	-26.97	34.16	2.00	128.29	43.52
4	3347.49	10.00	128.292	3336.71	-85.35	108.10	0.00	0.00	137.73
5	4014.16	0.00	0.000	4000.00	-121.30	153.64	1.50	180.00	195.76
6	6014.16	0.00	0.000	6000.00	-121.30	153.64	0.00	0.00	195.76

16X-23D-36 BTR Plan A Rev 1 Zone Tgt
 16X-23D-36 BTR Plan A Rev 1 BH Tgt

WELL DETAILS: 16X-23D-36 BTR

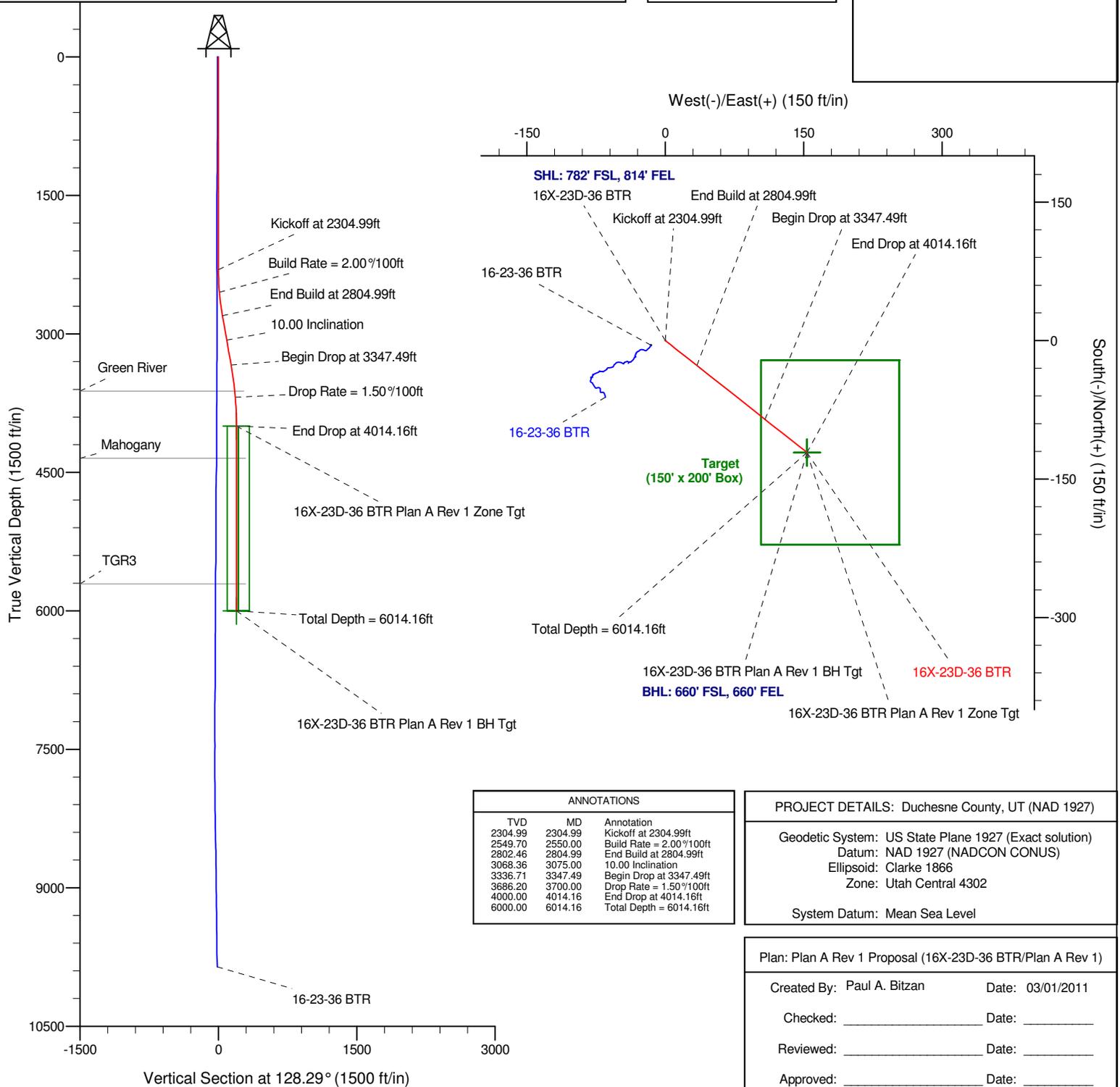
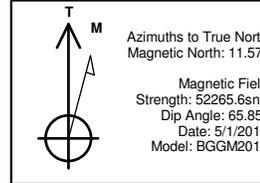
Ground Level:	5878.00
Northing	681525.22
Easting	2272837.42
Latitude	40.200383
Longitude	-110.523214

WELLBORE TARGET DETAILS

Name	TVD	+N/-S	+E/-W	Shape
16X-23D-36 BTR Plan A Rev 1 Zone Tgt	4000.00	-121.30	153.64	Rectangle (Sides: L200.00 W150.00)
16X-23D-36 BTR Plan A Rev 1 BH Tgt	6000.00	-121.30	153.64	

FORMATION TOP DETAILS

TVDPath	MDPath	Formation
3619.00	3632.52	Green River
4349.00	4363.16	Mahogany
5709.00	5723.16	TGR3



ANNOTATIONS

TVD	MD	Annotation
2304.99	2304.99	Kickoff at 2304.99ft
2549.70	2550.00	Build Rate = 2.00%/100ft
2802.46	2804.99	End Build at 2804.99ft
3068.36	3075.00	10.00 Inclination
3336.71	3347.49	Begin Drop at 3347.49ft
3686.20	3700.00	Drop Rate = 1.50%/100ft
4000.00	4014.16	End Drop at 4014.16ft
6000.00	6014.16	Total Depth = 6014.16ft

PROJECT DETAILS: Duchesne County, UT (NAD 1927)

Geodetic System: US State Plane 1927 (Exact solution)
 Datum: NAD 1927 (NADCON CONUS)
 Ellipsoid: Clarke 1866
 Zone: Utah Central 4302
 System Datum: Mean Sea Level

Plan: Plan A Rev 1 Proposal (16X-23D-36 BTR/Plan A Rev 1)

Created By: Paul A. Bitzan Date: 03/01/2011
 Checked: _____ Date: _____
 Reviewed: _____ Date: _____
 Approved: _____ Date: _____

70 1155

**EASEMENT LEASE AGREEMENT
BILL BARRETT CORPORATION**

**FOR WELLSITE #4-30-36 BTR, #5-16-36 BTR, #5-29-36 BTR, #16-23-36 BTR,
#13-26-36 BTR and the Access Roads and Pipelines that will service those wellsites**

TABBY MOUNTAIN WILDLIFE MANAGEMENT AREA

**UDWR Easement Lease No. DUC-0805EA-024
Fed aid grant W-96-L-7**

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**”). BBC 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	Location of Wellsite for #4-30-36 BTR
A.2	Directions to Wellsite #4-30-36 BTR
A.3	Location Layout for #4-30-36 BTR
A.4	Location Surface Use Area & Corridor Right-of-Way for #4-30-36 BTR
A.5	Typical Cross section for #4-30-36 BTR
A.6	Topographic Map of Proposed Location for #4-30-36 BTR
A.7	Topographic Map of Proposed Access Road for #4-30-36 BTR
A.8	Topographic Map of Proposed Pipeline & Access Road for #4-30-36 BTR
B.1	Location of Wellsite for #5-16-36 BTR
B.2	Directions to Wellsite #5-16-36 BTR
A.3	Location Layout for #5-16-36 BTR
B.4	Location Surface Use Area & Corridor Right-of-Way for #5-16-36 BTR
B.5	Typical Cross Section for #5-16-36 BTR
B.6	Topographic Map of Proposed Location for #5-16-36 BTR
B.7	Topographic Map of Proposed Access Road for #5-16-36 BTR
B.8	Topographic Map of Proposed Pipeline & Access Road for #5-16-36 BTR
C.1	Location of Wellsite for #5-29-36 BTR
C.2	Directions to Wellsite #5-29-36 BTR
C.3	Location Layout for #5-29-36 BTR
C.4	Location Surface Use Area & Corridor Right-of-Way for #5-29-36 BTR
C.5	Typical Cross Section for #5-29-36 BTR
C.6	Topographic Map of Proposed Location for #5-29-36 BTR
C.7	Topographic Map of Proposed Pipeline & Access Road for #5-29-36 BTR
C.8	Topographic Map of Proposed Pipeline & Access Road for #5-29-36 BTR
D.1	Location of Wellsite for #16-23-36 BTR
D.2	Directions to Wellsite #16-23-36 BTR
D.3	Location Layout for #16-23-36 BTR
D.4	Location Surface Use Area & Right-of-Way for #16-23-36 BTR
D.5	Pipeline Right-of-Way for #16-23-36 BTR
D.6	Typical Cross Section #16-23-36 BTR
D.7	Topographic Map of Proposed Location for #16-23-36 BTR
D.8	Topographic Map of Proposed Access Road for #16-23-36 BTR
D.9	Topographic Map of Proposed Pipeline & Access Road for #16-23-36 BTR
E.1	Location of Wellsite for #13-26-36 BTR
E.2	Directions to Wellsite #13-26-36 BTR
E.3	Location Layout for #13-26-36 BTR
E.4	Location Surface Use Area & Corridor Right-of-Way for #13-26-36 BTR

E.5	Typical Cross Section #13-26-36 BTR
E.6	Topographic Map of Proposed Location for #13-26-36 BTR
E.7	Topographic Map of Proposed Access Road for #13-26-36 BTR
E.8	Topographic Map of Proposed Pipeline & Access Road for #13-26-36 BTR
F	Surface use Plan for Bill Barrett Corporation's 2007-08 Rabbit Gulch Area of Tabby Mountain WMU
G	Reclamation Bond
H	Cooperative Agreement – Mitigation Related to Tabby Mountain WMA

SECTION 1 GRANT AND LOCATION OF EASEMENT

1.1 Burdened Property. Surface Owner owns certain real property known to Surface Owner as the Rabbit Gulch Unit of the Tabby Mountain Wildlife Management Area (“WMA”). Surface Owner represents that its purposes and uses of owning said WMA is to provide important habitat for wildlife, and to provide wildlife-based recreation for the general public. Surface Owner grants and conveys to BBC a nonexclusive easement lease (“Easement”) for five wellsites (#4-30-36 BTR, #5-16-36 BTR, #5-29-36 BTR, #16-23-36 BTR # 13-26-36 BTR) pipelines and access road corridors. The legal descriptions of the road and pipeline centerlines, of the portions of the WMA to which BBC is hereby granted an Easement are set forth in Exhibits A.1 through E.8, said property hereafter referred to as “Burdened Property” and approximately depicted in Exhibits A.1 through E.8. The easement terms will allow a damage area of 3.122 acres per well pad (4-wells), and 3.171 acres (1-well), an initial 50’ construction width for each pipeline, and an access road width 30’ per access road. After construction, the “permanent” width of the pipeline easements will become 30’ (15 feet on each side of the centerline). A total of 15.659 acres will comprise the five well pads and there will be 961 rods (15,842 feet) of access roads, and 968 rods (15,963 feet) of pipeline. The easement will be for a term of 30 years with an option to renew.

1.2 Right of Third Parties. This Easement is subject to all valid interests of third parties duly recorded in applicable County Records of the State of Utah. Surface Owner claims title in fee simple, but does not warrant to BBC the validity of title to the Burdened Property. BBC shall have no claim for damages or refund against Surface Owner for any claimed failure or deficiency of Surface Owner’s title to said lands, or for interference by any third party.

1.3 Surveys, Maps, and Plans. In executing this Easement, Surface Owner is relying upon the surveys, plats, diagrams, and/or legal descriptions provided by BBC. BBC is not relying upon, and Surface Owner is not making any representations about any surveys, plats, diagrams, and/or legal descriptions provided by Surface Owner.

1.4 Headings. The Headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

SECTION 2 PURPOSE AND SCOPE OF EASEMENT

2.1 Purpose. This Easement is granted for the purpose of ingress and egress for the construction, installation, operation, maintenance, repair, and replacement as necessary of drill pads, pipelines and access roads, subject to and in accordance with the restrictions and conditions set forth herein, in support of BBC’s conventional oil and gas operations on the Burdened Property, and for no other purpose. BBC agrees that it shall not remove from Surface Owner’s property ordinary sand and gravel or wood products of any kind without the appropriate permit or other written authorization from Surface Owner. Any unauthorized use of the Burdened Property shall be considered a material breach of this Easement.

2.2 Number and Kind of Infrastructure. Under this Agreement, BBC shall have the right to construct, maintain and repair a single surface-laid pipeline, not to exceed Twenty-Five (25) inches in diameter, per Wellsite, in the pipeline easement corridors

described in Exhibits A.4, B.4, C.4, D.4, D.5 and E.4.

The Parties agree that production from the wells located on the Burdened Property may require BBC to construct up to two (2) additional pipelines within the same easement corridors for each of the wells. BBC shall make a determination of such requirements within six (6) months after completion of each well drilled on the Burdened Property, and this Agreement shall be amended to include such additional pipelines, upon the payment by BBC for such additional pipelines and the respective administrative costs. At the time of execution of this Agreement, the Parties understand that BBC has not determined the size or type of the individual pipelines that will service the respective Wellsites; nor whether said pipelines will be situated on the surface of the ground, or be buried, which shall be determined as described above.

No other difference in the number, kind, or size of permanent structures to be constructed on the Burdened Property shall be allowed from that set forth in this Agreement, except production facilities, storage tanks, and such equipment deemed necessary by BBC for the production of the wells located on the Burdened Property, said production facilities, storage tanks, and such equipment to be located on the Damage Areas. Paving of any road is expressly prohibited.

2.3 Exclusivity. It is expressly understood and agreed that the right herein granted is non-exclusive. Surface Owner hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the Burdened Property where such uses are appropriate and compatible; or dispose of the property by sale or exchange.

2.4 Permittees. BBC may permit its respective employees, agents, contractors, licensees, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of BBC.

2.5 Seasonal Restrictions.

(a) BBC shall not be allowed to engage in construction activities on the Burdened Property including and between the dates of December 1 to April 15 ("Seasonal Closure"), subject to the Cooperative Agreement set forth in Exhibit H. 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 been reasonably anticipated or could not be reasonable scheduled for dates outside Seasonal Closure.

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

(c) The Parties agree that, except for emergency activities described in Subsection 2.5(b), should activities for major construction or major maintenance or repair projects during Seasonal Closure be desired by BBC, the Parties shall consult in good faith to determine how such activities might be accomplished without undue harm to wildlife.

(d) The Parties agree that should extraordinary circumstances arise, including extraordinarily inclemental weather, during Seasonal Closure wherein activities permitted under this Agreement would result in significant harm or stress to or for wildlife, the Parties shall consult in good faith to determine how that significant harm or stress might be avoided.

(e) The Parties agree that should information pertaining to wildlife or vegetation become known to either one or both the Parties, and which would be useful in preventing harm to wildlife or vegetation, the Parties shall consult in good faith to determine how activities allowed under this Agreement might be modified, to the extent the Parties might agree at that time.

E 7 0 1 1 5 5

(f) As described in Section 5 of this Agreement, BBC shall notify Surface Owner of BBC's activities in some circumstances.

SECTION 3 TERMS AND RENEWAL

3.1 Term Defined. The term of this Easement is thirty (30) years ("Term"), commencing on the date of the last signature affixed to this Agreement, unless earlier terminated, subject to the terms and conditions set forth in this Agreement, and any valid and exiting rights.

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

SECTION 4 RENT/ PAYMENTS

All payments are final. There shall be no pro-rata reimbursement of any payments 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 **Thirty-Nine Thousand, Six-Hundred and Eighty-and Twenty Seven One-Hundredths Dollars (\$39, 680.27)** (\$38,180.27 in Right-of-Way fees, plus \$1,500.00 in Administrative Cost Recovery). Payment is due when BBC returns this Agreement to Surface Owner appropriately signed and notarized. Surface Owner shall be entitled to additional compensation for any additional Use or User outside the scope of this Easement. Use or User shall not be construed to include affiliates or joint venturers of BBC so long as the Use or User remains within the scope of this Easement. For purposes of this Agreement,

(a) "affiliate" means any entity under common control with BBC, or under control of BBC. Control for purposes of this Agreement means 80% or more of the voting interests of the entity being held by the controlling entity.

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

4.2 Administrative Costs. In approving a request to apportion, assign, or transfer an interest in this Easement, Surface Owner shall be entitled to charge for administrative costs for approving the transfer.

4.3 Non-Waiver. Surface Owner's acceptance of a payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

SECTION 5 NOTIFICATIONS OF ACTIVITIES

5.1 All notifications shall reference the Easement number and the location of BBC's activity. Notification of activities covered under this Section shall be deemed sufficient if made solely to Surface Owner's Northeastern Region Habitat Manager or Petroleum

Biologist. The respective time periods required between notification and commencement of activities covered under this Subsection may be waived in writing, which may include email, by Surface Owner's Northeastern Region Supervisor, Habitat Manager or Petroleum Biologist.

5.2 BBC shall notify Surface Owner:

(a) at least Twenty-Four (24) hours prior to any major repair contemplated in Subsection 2.5(a) of BBC's facilities during Seasonal Closure, if such repair requires the use of heavy equipment such as backhoes or other mechanized earth-moving equipment, heavy boom trucks, or cranes.

(b) within five (5) business days after the start of emergency activities during Seasonal Closure, said activities contemplated in Subsection 2.5(b).

5.3 Regardless of Seasonal Closure restrictions, BBC shall notify Surface Owner at least three (3) days prior to excavation of any previously reclaimed site, except in cases where such excavation takes place as a result of emergency activities contemplated in Subsection 2.5(b), in which case notification shall take place within five (5) days after the start of emergency activities.

5.4 Should future conditions be such that Surface Owner determines there is little wildlife-monitoring value facilitated by BBC's prior notification, the Parties may amend this Agreement and terminate the prior notification requirements of this Section, to the extent the Parties may mutually agree in writing at the time.

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

6.1 BBC's Activities. BBC shall conduct its construction, maintenance and repair operations in accordance with the Surface Use Plan attached as Exhibit F; however, should any provisions of the Surface Use Plan conflict with any provision set forth in the body of this Agreement, the provision in the body of this Agreement shall govern. BBC shall promptly repair, at its sole cost, all damages to the Burdened Property, and to any improvements, or natural resources such as soil or vegetation resources, thereon which are caused by BBC's activities. BBC shall take all reasonable precautions to protect the Burdened Property and any improvements thereon. Any damage to natural resources which are excessive or unnecessary shall be paid to Surface Owner at a price or cost determined by bids or estimates of the cost of repair. All work performed by BBC shall be completed in a careful and workman-like manner to Surface Owner's satisfaction, free of any claims or liens. Upon completion of any work performed by BBC, BBC shall remove all debris and restore the Burdened Property, as nearly as practicable, to the condition it was in prior to commencement of the work. BBC shall notify Surface Owner in writing within five (5) days after completion of work, to allow Surface Owner to inspect the work.

6.2 Waste. BBC shall commit no waste on the Burdened Property and will make reasonable efforts to keep the property clean. BBC shall not cause any filling activity on the Burdened Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Burdened Property, except as provided under this Agreement or approved in writing by Surface Owner. Ordinary waste committed by third parties on the Burdened Property shall be removed by BBC, at BBC's cost. If BBC fails to comply with this Subsection, Surface Owner may take any steps reasonably necessary to remedy such failure, subject to the notice and right to cure provisions of Section 11. Upon demand by Surface Owner, BBC shall pay all costs of such remedial action, including, but not limited to the costs of removing and disposing of any material deposited improperly on the Burdened Property. This section shall not in any way limit BBC's liability under Section 9, below.

6.3 Weed Control. BBC shall monitor the Burdened Property for noxious weeds, and shall promptly eradicate, at BBC's own cost, all noxious weeds on the Burdened Property. BBC shall also control at its own cost any infestation that has spread beyond the boundaries of the Burdened Property if such infestation is reasonably deemed by Surface Owner to have originated on, and spread from, the Burdened Property as evidenced by weed colonization on the Burdened Property and patterns of weed colonization local to the Burdened Property. Such weed control shall comply with the Utah Noxious Weed Act, any Administrative Rules promulgated there from, and County noxious weed control programs. BBC shall consult with Surface Owner regarding BBC's control of noxious weeds on the Burdened Property. All methods of chemical weed control shall be approved by Surface Owner prior to beginning such activities. No aerial spraying without prior approval by Surface Owner is permitted. All earth-moving equipment shall be thoroughly cleaned of soil and other materials that may harbor noxious weed seeds prior to being moved onto Surface Owner's property. If BBC fails to take action to control noxious weeds within five (5) days following notice from Surface Owner, Surface Owner may undertake control measures, and BBC shall reimburse Surface Owner upon demand for all costs incurred in implementing such measures. BBC will continue to be responsible for noxious weed control on the Burdened Property after termination of the Easement until Surface Owner is satisfied with the results and has in written notification released BBC from its weed control obligations, which notification shall not be unreasonably withheld.

6.4 Installation Specifications. Where improvements are buried, they shall be buried at a minimum depth of three (3) feet below the surface of the Burdened Property. For installations within roadways, the improvements shall be buried at a minimum depth of three (3) feet below the road surface or three (3) feet below the bottom of the ditch, whichever applies. Surface Owner reserves the right to inspect the open trench during construction to ensure compliance with the installation specifications.

6.5 Pre-construction. Forty-Eight (48) hours prior to commencement of the activities associated with installation of the facilities within the Easement granted herein, BBC shall notify Surface Owner's Appropriate Regional Habitat Manager to advise of the activities that will occur and an estimated time frame for said activities as depicted on the relevant Exhibit describing said construction on the Burdened Property. Thirty (30) days prior to any subsequent construction or reconstruction by BBC on the Burdened Property, BBC shall submit a written plan of construction to Surface Owner's Appropriate Regional Habitat Manager outlining the construction or activity for Surface Owner's approval. During the course of construction operations, or maintenance, BBC shall minimize soil erosion and damage to soil. Equipment will not be operated when conditions are such that excessive soil damage will occur on sites not intended for excavation. BBC will not remove any timber or other valuable materials, including, but not limited to, those materials identified or sold as valuable materials, from the Burdened Property until BBC has received the appropriate permits or other written approval from Surface Owner to remove such valuable materials and has made provisions to compensate Surface Owner for the value of the valuable materials.

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

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

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

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

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

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

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

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

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

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

SECTION 7 INTERFERENCE

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

SECTION 8 COMPLIANCE WITH LAWS

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

SECTION 9 ENVIRONMENTAL LIABILITY/RISK ALLOCATIONS

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9.1 Definition. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, State, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq.

9.2 Use of Hazardous Substances. BBC covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Burdened Property, except in accordance with all applicable Local, State, and Federal laws.

9.3 Current Conditions, Duty of Utmost Care, and Duty to Investigate.

(a) Surface Owner makes no representation about the condition of the Burdened Property. Hazardous Substances may exist in, on, under, or above the Burdened Property.

(b) BBC shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Burdened Property, and any Hazardous Substances that come to be located in, on, under or above the Burdened Property during the Term of this agreement, along with the reasonably foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the reasonably foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this Subsection 9.3 includes, but is not limited to, the following requirements:

(1) BBC shall not undertake activities that will cause, contribute to, or exacerbate contamination of the Burdened Property;

(2) BBC shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Burdened Property;

(3) BBC shall not undertake any activities that result in the mechanical or chemical disturbance of Burdened Property habitat mitigation, except as reasonably necessary for BBC's use and occupancy of the Burdened Property, and in such instances will notify Surface Owner prior to undertaking such activities; and

(4) BBC shall allow access to the Burdened Property by employees and authorized agents of the Environmental Protection Agency, the State of Utah or other similar environmental agencies.

(c) It shall be BBC's obligation to gather sufficient information to its satisfaction concerning the Burdened Property and the existence, scope and location of any Hazardous Substances on the Burdened Property, or on adjoining property (to the extent reasonably discoverable or ascertainable), as required for BBC to effectively meet its obligations to comply with all applicable laws regarding such Hazardous Substances.

9.4 Notifications and Reporting. BBC shall immediately notify Surface Owner if BBC becomes aware of any of the following:

(a) 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;

(b) 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;

(c) Any lien or action with respect to any of the foregoing; or,

(d) 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.

(e) 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 sub-BBCs, contractors, agents, employees, guests, invitees, or affiliates; or,

(2) Any reasonably foreseeable act or omission of a third party unless BBC exercised the utmost care with respect to the reasonably foreseeable acts or omissions of the third party and the reasonably foreseeable consequences of those acts or omissions: or

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

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

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

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

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

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

9.8 Contamination Investigation.

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

(b) Prior to undertaking the Closeout Assessment, BBC shall submit a proposed plan in writing for Surface Owner's approval. The plan shall be provided to Surface Owner within thirty (30) days of Surface Owner's notice requiring the Closeout Assessment. If Surface Owner fails to respond in writing, either approving or disapproving of the proposed plan, within thirty (30) days of its receipt, the proposed plan shall be deemed approved. BBC shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.

9.9 Reservation of Rights. The Parties have agreed to allocate certain environmental liabilities by the terms of Section 9. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 9.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental liabilities not covered by Subsection 9.5, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property or any other property subject to use by BBC in conjunction with its use of the Burdened Property that either Party may have against the other under federal, State or local laws, including but not limited to, 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

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allocations of risks, liabilities, and responsibilities set forth above do not release BBC from or affect BBC's liability for claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

9.10 Impacts to Wildlife. BBC, its employees, contractors, successors and assigns shall make reasonable and good faith efforts to protect any legally protected wildlife to the best of their knowledge and ability. BBC shall report to Surface Owner any harm, threats to harm or harass any legally protected wildlife should BBC become aware of such harm or threats to harm or harass legally protected wildlife in the ordinary course of its operations on the Burdened Property.

SECTION 10 PRESERVATION OF SURVEY CORNERS

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

SECTION 11 TERMINATION OF EASEMENT

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

11.2 Termination for Non-Use.

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

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

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

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

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

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

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

SECTION 12. RECLAMATION

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

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

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

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

12.5 Failure to Reclaim. Surface Owner shall have the right, subject to at least sixty (60) days prior notice and a right to cure, to use funds from BBC's surety bond to complete reclamation or restoration if BBC fails to do so.

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

13.1 Improvements. No BBC-Owned improvements, other than appurtenances for the rights herein granted, shall be placed on the Burdened Property without Surface Owner's prior written consent.

13.2 Ownership of Improvements and Trade Fixtures. Except as provided herein, BBC shall retain ownership of all improvements and trade fixtures it may place on the Burdened Property (collectively "BBC Owned Improvements"). BBC-Owned

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Improvements shall not include any construction, reconstruction, alteration, or addition to any Unauthorized Improvements as defined in Subsection 13.5 below.

13.3 Construction. Issuance of this Easement shall constitute authorization to undertake the initial construction work specified in that agreement without the need for further notice. Subsequent alterations, significant repairs, or new construction shall require advance notice to Surface Owner as contemplated in Section 5.

13.4 Removal. BBC-Owned improvements and trade fixtures that have been installed above or below ground shall be removed by BBC by the Termination Date unless Surface Owner notifies BBC in writing that such may remain. If Surface Owner elects to have such above ground improvements remain on the Burdened Property after the Termination Date, they shall become the property of Surface Owner without payment by Surface Owner. If BBC wishes to leave improvements on the Burdened Property upon expiration of the Easement, BBC shall notify Surface Owner of such intent at least one hundred eighty (180) days before the Termination Date. Surface Owner shall then have ninety (90) days in which to notify BBC whether Surface Owner elects to have the improvements removed or to have them remain. Failure to notify BBC shall be deemed an election by Surface Owner for the improvements to be removed from the Burdened Property. If the improvements remain on the Burdened Property after the Termination Date without Surface Owner's actual or deemed consent, Surface Owner may remove them at BBC's expense. Surface Owner may require BBC to abandon improvements and/or trade fixtures, rather than remove them. Such abandonment shall be undertaken in accordance with a plan approved by Surface Owner. Abandonment of buried facilities should be performed in accordance with the appropriate regulations and any applicable permits. Should Surface Owner elect to allow any part of BBC's improvements or trade fixtures to remain affixed to the Burdened Property, BBC shall make a diligent and good-faith effort to clean the improvements or trade fixtures using the best industry practices and technologies available at the time, as directed by Surface Owner, in order to minimize as much as reasonably practical, environmental contaminants left on or in the Burdened Property.

13.5 Unauthorized Improvements. Improvements made on the Burdened Property without Surface Owner's prior written consent are not authorized ("Unauthorized Improvements"). Surface Owner may, at its option, require BBC to sever, remove, and dispose of them or allow them to remain upon amendment of this Agreement, at which time all provisions of this Agreement shall apply to the Unauthorized Improvements unless otherwise explicitly stated in the amendment. If BBC fails to remove an Unauthorized Improvement within sixty (60) days of notification by Surface Owner, Surface Owner may remove the Unauthorized Improvements and charge BBC for the cost of removal and disposal.

SECTION 14 INDEMNITY

BBC agrees to protect, indemnify, save and hold harmless Surface Owner, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of BBC under this Agreement, except where such injury, death, or damage has resulted from the sole negligence of Surface Owner without negligence or willful act on the part of BBC, its agents, employees, or subcontractors. BBC shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but Surface Owner shall have the right, at its option, to participate in the defense incidental thereto without relieving BBC of any obligation hereunder. BBC's liability to Surface Owner for hazardous substances, and its obligation to indemnify, defend, and hold Surface Owner harmless for hazardous substances, shall be governed exclusively by Section 9.

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SECTION 15 FINANCIAL SECURITY

15.1 Bonding. At its own expense, BBC shall procure and maintain a corporate surety bond or provide other financial security satisfactory to Surface Owner (the "Bond") in an amount equal to One Hundred Thousand Dollars (\$100,000), 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 or assignee. 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 LPM8926785 (see Exhibit G).

15.2 Bond Increase. BBC agrees that, for the causes stipulated below, at any time during the term of this Easement, Surface Owner may require that the amount of an existing Bond be increased in a sum described below, said Bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto.

(a) **Inflation.** Surface Owner has the option of requiring the value of the Bond to be adjusted to compensate for inflationary pressures on the dollar. The amount of adjustment shall be determined through the use of the Bureau of Labor Statistics Western Region Urban Consumer Price Index ("Western Region CPI-U"). Said adjustments shall reference the year 2007 Western Region CPI-U, and shall be directly proportional to the percent change in Western Region CPI-U between the year 2007 and the year preceding the date of adjustment.

(b) **Additional Improvements.** Surface Owner has the option of requiring increases in the Bond value for additional improvements authorized under amendments to this Agreement, the increases to be in an amount equivalent to 150% of the estimated costs of construction of said improvements, less materials.

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

SECTION 16 TAXES AND ASSESSMENTS

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

SECTION 17 ADVANCES BY SURFACE OWNER

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

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SECTION 18 NOTICE

Any notices required or permitted under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

Surface Owner

Habitat Section
Utah Division of Wildlife Resources
1594 West North Temple, Suite 2110
Salt Lake City, Utah 84114-6301
Stan Bailey
801-538-4712
stanbailey@utah.gov
AND

Habitat Section
Utah Division of Wildlife Resources
152 East 100 North, Suite 9
Vernal, Utah 84078
Ben Williams
435-781-5357

BBC

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

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

SECTION 19 RESERVATIONS

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

SECTION 20 CULTURAL RESOURCES

It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Burdened Property or adjacent lands belonging to Surface Owner are and shall remain the property of Surface Owner. BBC agrees that all costs associated with archeological and paleontological investigations on the Burdened Property that may be required by Surface Owner will be borne by BBC. BBC further agrees to cease all activity on the subject lands and immediately notify Surface Owner if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Burdened Property, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Surface Owner.

SECTION 21 ASSIGNMENTS

21.1 Consent of Surface Owner. BBC shall not hypothecate, mortgage, assign, transfer or otherwise alienate this Easement, or any interest therein, without the prior written consent of Surface Owner, which shall not be unreasonably withheld. In no case shall such consent operate to relieve BBC of the responsibilities or liabilities assumed by BBC hereunder, or be given unless such party is acceptable to Surface Owner and assumes in writing all of the obligations of BBC under the terms of this Easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to conditions such as Surface Owner deems necessary. A sublease, conveyance, or assignment must be a sufficient legal instrument, properly executed and acknowledged, and should clearly set forth the easement lease contract number, lands involved, and the name and address of the assignee, and shall include any agreement which transfers control of the Easement to a third party. A copy of the documents subleasing, conveying, or assigning the interest shall be given to Surface Owner prior to Surface Owner's approval or denial of the assignment.

21.2 Assignee. Any assignment shall be in keeping with the purposes of this Easement and may only be made to a party qualified to do business in the State of Utah, and which has authority to operate the said facilities, and which is not in default under the laws of the State of Utah relative to qualification to do business within the State, and is not in default on any previous obligation to Surface Owner.

21.3 Costs of Assignment. A sublease, conveyance, or assignment may not be approved without reimbursement of Surface Owner's administrative costs associated with said sublease, conveyance, or assignment; and payment of the difference between what was originally paid for the permit, lease, or contract and what the division would charge for the permit, lease, or contract at the time the application for sublease, conveyance, or assignment is submitted.

21.4 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 Easement. The acceptance by Surface Owner of the payment of rent following an assignment shall not constitute consent to any assignment and Surface Owner's consent shall be evidenced only in writing.

SECTION 22 SUCCESSORS AND ASSIGNS

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

SECTION 23 TIME IS OF THE ESSENCE

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

SECTION 24 RECORDATION

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

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

SECTION 26 MODIFICATIONS

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

SECTION 27 SURVIVAL

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

SECTION 28 WAIVERS

No Waiver of Conditions by Surface Owner of any default of BBC or failure of Surface Owner to timely enforce any provision of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement 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 Easement proves to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Easement.

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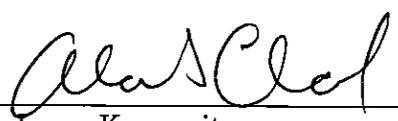
IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date of the last signature below.

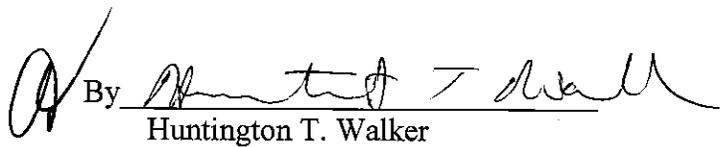
SURFACE OWNER

BBC

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

BILL BARRETT CORPORATION

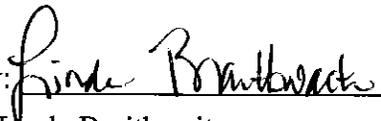
By: 
James Karpowitz
Director of Wildlife Resources
ACTING DIRECTOR

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

Date: 8/18/08

Date: 7-24-2008

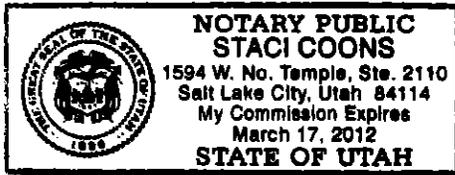
**Funding Approvals:
Division of Wildlife Resources Fiscal
Management**

By:  8/18/08
Linda Braithwaite
Budget Officer

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

On this 18th day of August, 2008 personally appeared before me James Karpowitz, who being first duly sworn said that he is the Director of the Division of Wildlife Resources for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resource Code of Utah (23-21-1), and he acknowledged to me that he executed the same.



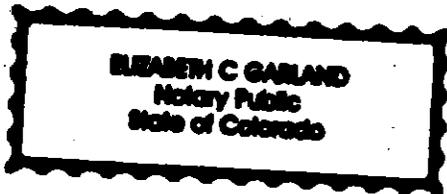
Staci Coons
Notary Public for the State of Utah

Residing at Salt Lake

My commission expires March 17, 2012

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

On this 24th day of July, 2008, 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.



Elizabeth C. Garland

Notary Public for the State of Colorado

Residing at Greenwood Village, CO

My commission expires 2/15/2010

BILL BARRETT CORPORATION
SURFACE USE PLAN

16X-23D-36 BTR Well Pad

SESE, 782' FSL & 814' FEL, Section 23-T3S-R6W, USB&M (surface hole)

SESE, 660' FSL & 660' FEL, Section 23-T3S-R6W USB&M (bottom hole)

Duchesne County, Utah

This is an existing well pad with an existing pipeline and road. The Ute Tribal onsite for the original location took place on September 9, 2008. Representatives from UDWR, BLM and UT DOGM have all declined another onsite as this is an existing location and no new disturbance is being proposed.

The excavation contractor would be provided with an approved copy of the surface use plan of operations before initiating construction.

1. Existing Roads:
 - a. The proposed well site is located approximately 9.4 miles northwest of Duchesne, Utah. Maps and directions reflecting the route to the proposed well site are included (see Topographic maps A and B).
 - b. The existing access, approximately 1500-ft in length, was approved under UDWR Easement Lease No. DUC-0805EA-024 for the 16-23-36 BTR. No additional road is required.
 - c. Project roads would require routine year-round maintenance to provide year-round access. Maintenance would include inspections, reduction of ruts and holes, maintenance to keep water off the road, replacement of surfacing materials, and clearing of sediment blocking ditches and culverts. Should snow removal become necessary, roads would be cleared with a motor grader and snow would be stored along the down gradient side to prohibit runoff onto the road. Aggregate would be used as necessary to maintain a solid running surface and minimize dust generation.
 - d. Vehicle operators would obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions. Travel would be limited to the existing access roads and proposed access road.
 - e. The use of roads under State and Duchesne County Road Department maintenance are necessary to access the project area with no improvements proposed. No encroachment or pipeline crossing permit are required.
 - f. All existing roads would be maintained and kept in good repair during all phases of operation.

Bill Barrett Corporation
Surface Use Plan
16X-23D-36 BTR
Duchesne County, UT

2. Planned Access Road:

- a. No new access road is required (see 1.b above and Topographic Map B).

3. Location of Existing Wells (see One-Mile Radius Map):

- a. Following is a list of wells with surface hole locations within a one-mile radius of the proposed pad:

i. water wells	none
ii. injection wells	none
iii. disposal wells	none
iv. drilling wells	one
v. temp shut-in wells	none
vi. producing wells	nine
vii. abandoned wells	six

4. Location of Production Facilities

- a. Surface facilities consist of a wellhead, separator, gas meter, (1) 500 gal methanol tank, (1) 500 glycol tank, (3) 500 bbl oil tanks, (1) 500 bbl water tank, (1) 500 bbl test tank, (1) 1000 gal propane tank, a pumping unit with natural gas fired motor, solar panels, solar chemical and methanol pumps and one trace pump. See attached existing facility diagram. BBC intends on adding one additional oil tank to the existing layout as shown on the diagram.
- b. Most wells would be fitted with a pump jack to assist liquid production if liquid volumes and/or low formation pressures require it. Plunger lift systems do not require any outside source of energy. The prime mover for pump jacks would be small (75 horsepower or less), natural gas-fired internal combustion engines.
- c. The tank battery is surrounded by a secondary containment berm of sufficient capacity to contain 1.1 times the entire capacity of the largest single tank and sufficient freeboard to contain precipitation. All loading lines and valves are placed inside the berm surrounding the tank battery or would utilize catchment basins to contain spills. All liquid hydrocarbon production and measurement shall conform to the provisions of 43 CFR 3162.7-2 and Onshore Oil and Gas Order No. 4 for the measurement of oil.
- d. Gas meter run(s) would be constructed and located on lease within 500 feet of the wellheads. Meter runs would be housed and/or fenced. As practicably feasible, meters would be equipped with remote telemetry monitoring systems. All gas production and measurement shall comply with the provisions of 43 CFR 3162.7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.

Bill Barrett Corporation
 Surface Use Plan
 16X-23D-36 BTR
 Duchesne County, UT

- e. A combustor may be installed at this location for control of associated condensate tank emissions. A combustor ranges from 24 inches to 48 inches wide and is approximately 27 ft tall. Combustor placement would be on existing disturbance.
- f. A 4-inch gas pipeline, a 3-inch fiberspar water and a 2-inch residue line, all buried and approximately 1500-ft in length, exists to this pad. No new pipeline is being requested.
- g. All permanent above-ground structures would be painted a flat, non-reflective color, such as Beetle, to match the standard environmental colors. All facilities would be painted the designated color at the time of installation. Facilities required to comply with the Occupational Safety and Health Act (OSHA) may be excluded.
- h. Site security guidelines identified in 43 CFR 3162.7-5 and Onshore Oil and Gas Order No. 3 would be adhered to. Any modifications to proposed facilities would be reflected in the site security diagram submitted.
- i. The site would require periodic maintenance to ensure that drainages are kept open and free of debris, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.

5. Location and Type of Water Supply:

- a. Water for the drilling and completion would be trucked from any of the following locations:

Water Right No. and Application or Change No.	Applicant	Point of Diversion	Source
43-180	Duchesne City Water Service District	Knight Diversion Dam	Duchesne River
43-1202, Change a13837	Myton City	Knight Diversion Dam	Duchesne River
43-10444, Appln A57477	Duchesne County Upper Country Water	Ditch at Source	Cow Canyon Spring
43-10446, Appln F57432	Duchesne County Upper Country Water	Ditch at Source	Cow Canyon Spring
43-1273, Appln A17462	J.J.N.P. Company	Strawberry River	Strawberry River
43-1273, Appln t36590	J.J.N.P. Company	Strawberry River	Strawberry River

- b. No new water well is proposed with this application.

Bill Barrett Corporation
Surface Use Plan
16X-23D-36 BTR
Duchesne County, UT

- c. Should additional water sources be pursued they would be properly permitted through the State of Utah – Division of Water Rights. Additionally, the Ute Tribe would be notified of any changes in water supply.
 - d. Water use would vary in accordance with the formations to be drilled but would be up to approximately 5.41 acre feet for drilling and completion operations.
6. Source of Construction Material:
- a. The use of materials would conform to 43 CFR 3610.2-3.
 - b. No construction materials would be removed from the lease or EDA area.
 - c. If any additional gravel is required, it would be obtained from a local supplier having a permitted source of materials within the general area.
7. Methods of Handling Waste Disposal:
- a. All wastes associated with this application would be contained and disposed of utilizing approved facilities.
 - b. The reserve pit for the initial well (the 16-23-36 BTR) was closed and backfilled. A new pit would be constructed so as not to leak, break or allow any discharge in the same location as the closed pit.
 - c. The reserve would be lined with 12 mil (minimum) thickness polyethylene nylon reinforced liner material. The liner(s) would overlay straw, dirt and/or bentonite if rock is encountered during excavation. The liner would overlap the pit walls and be covered with dirt and/or rocks to hold them in place. No trash, scrap pipe, or other materials that could puncture the liner would be discarded in the pit. A minimum of two feet of free board would be maintained between the maximum fluid level and the top of the reserve pit at all times.
 - d. To deter livestock from entering the pit, the three sides exterior to the location would be fenced before drilling starts. Following the conclusion of drilling and completion activities, the fourth side would also be fenced.
 - e. Drill cuttings would be contained in the pit and buried on-site for a period not to exceed six months, weather permitting.

Bill Barrett Corporation
 Surface Use Plan
 16X-23D-36 BTR
 Duchesne County, UT

- f. Produced fluids from the well other than water would be decanted into steel test tank(s) until such time as construction of production facilities is completed. Any oil that may be accumulated would be transferred to a permanent production tank. Produced water may be used in further drilling and completion activities, evaporated in the pit, or would be hauled to one of the state-approved disposal facilities below:

Disposal Facilities
1. RNI Industries, Inc. – Pleasant Valley Disposal Pits, Sec. 25, 26, 35 & 36, T4S-R3W
2. Pro Water LLC – Blue Bench 13-1 Disposal Well (43-013-30971) NENE, Sec. 13, T3S-R5W
3. RN Industries, Inc. – Bluebell Disposal Ponds, Sec. 2, 4 & 9, T2S-R2W
4. Water Disposal, Inc. – Harmston 1-32-A1 Disposal Well (43-013-30224), UTR #00707, Sec. 32, T1S-R1W
5. Unified Water Pits – Sec. 31, T2S-R4W
6. Iowa Tank Line Pits – 8500 BLM Fence Road, Pleasant Valley

- g. Any salts and/or chemicals, which are an integral part of the drilling system, would be disposed of in the same manner as the drilling fluid.
- h. Any spills of oil, condensate, produced or frac water, drilling fluids, or other potentially deleterious substances would be recovered and either returned to its origin or disposed of at an approved disposal site, most likely in Duchesne, Utah.
- i. Chemicals on the EPA’s Consolidated List of Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) may be used or stored in quantities over reportable quantities. In the course of drilling, BBC could potentially store and use diesel fuel, sand (silica), hydrochloric acid, and CO₂ gas, all described as hazardous substances in 40 CFR Part 302, Section 302.4, in quantities exceeding 10,000 pounds. In addition, natural gas condensate and crude oil and methanol may be stored or used in reportable quantities. Small quantities of retail products (paint/spray paints, solvents {e.g., WD-40}, and lubrication oil) containing non-reportable volumes of hazardous substances may be stored and used on site at any time. No extremely hazardous substances, as defined in 40 CFR 355, would be used, produced, stored, transported or disposed of in association with the drilling, testing or completion of the wells.
- j. Portable toilets and trash containers would be located onsite during drilling and completion operations. A commercial supplier would install and maintain portable toilets and equipment and would be responsible for removing sanitary waste. Sanitary waste facilities (i.e. toilet holding tanks) would be regularly pumped and their contents disposed of at approved sewage disposal facilities in Duchesne, and/or Uintah Counties, in accordance with applicable rules and regulations regarding sewage treatment and disposal. Accumulated trash and nonflammable waste materials would be hauled to an approved landfill once a

Bill Barrett Corporation
Surface Use Plan
16X-23D-36 BTR
Duchesne County, UT

week or as often as necessary. All debris and waste materials not contained in the trash containers would be cleaned up, removed from the construction ROW, well pad, or worker housing location, and disposed of at an approved landfill. Trash would be cleaned up everyday.

- k. Sanitary waste equipment and trash bins would be removed from the Project Area upon completion of access road or pipeline construction; following drilling and completion operations at an individual well pad; when worker housing is no longer needed; or as required.
- l. A flare pit may be constructed a minimum of 110' from the wellhead(s) and may be used during completion work. In the event a flare pit proves to be unworkable, a temporary flare stack or open top tank would be installed. BBC would flow back as much fluid and gas as possible into pressurized vessels, separating the fluids from the gas. In some instances, due to the completion fluids utilized within the Project Area, it is not feasible to direct the flow stream from the wellbore through pressurized vessels. In such instances BBC proposes to direct the flow to the open top tanks until flow through the pressurized vessels is feasible. At which point the fluid would either be returned to the reserve pit or placed into a tank(s). The gas would be directed to the flare pit, flare stack (each with a constant source of ignition), or may be directed into the sales pipeline.
- m. Hydrocarbons would be removed from the reserve pit would as soon as practical. In the event immediate removal is not practical, the reserve pit would be flagged overhead or covered with wire or plastic mesh to protect migrating birds.

8. Ancillary Facilities:

- a. Garbage containers and portable toilets would be located on the well pad.
- b. On well pads where active drilling and completion is occurring, temporary housing would be provided on location for the well pad supervisor, geologist, tool pusher, and others that are required to be on location at all times. The well pad could include up to five single wide mobile homes or fifth wheel campers/trailers..

9. Well Site Layout:

- a. The well would be properly identified in accordance with 43 CFR 3162.6. The new well would be located 16 feet from the existing well.
- b. The pad layout, cross section diagrams and rig layout are enclosed (see Figure 1.)
- c. The pad and road designs are consistent with UDWR specifications.
- d. The pad is existing; the pit would need to be re-dug.

Bill Barrett Corporation
Surface Use Plan
16X-23D-36 BTR
Duchesne County, UT

- e. Within the approved well pad location, a crawler tractor would strip whatever topsoil is present and stockpile it along the edge of the well pad for use during reclamation. Vegetation would be distributed along the sides of the well pad.
- f. Fill from pit excavation would be stockpiled along the edge of the pit and the adjacent edge of the well pad.
- g. Use of erosion control measures, including proper grading to minimize slopes, diversion terraces and ditches, mulching, terracing, riprap, fiber matting, temporary sediment traps, and broad-based drainage dips or low water crossings would be employed by BBC as necessary and appropriate to minimize erosion and surface runoff during well pad construction and operation. Cut and fill slopes would be constructed such that stability would be maintained for the life of the activity.
- h. All cut and fill slopes would be such that stability can be maintained for the life of the activity.
- i. Diversion ditches would be constructed, if necessary, around the well site to prevent surface waters from entering the well site area.
- j. Water application may be implemented if necessary to minimize the amount of fugitive dust.
- k. All surface disturbing activities would be supervised by a qualified, responsible company representative who is aware of the terms and conditions of the APD and specifications in the approved plans.

10. Plan for Restoration of the Surface:

- a. Site reclamation would be accomplished, according to the UDWR Easement Lease Agreement.
- b. The operator would control noxious weeds along access road use authorizations and well site by spraying or mechanical removal. A list of noxious weeds may be obtained from the UDWR, BLM or the appropriate county extension office. On Ute Tribe administered land it is required that a Pesticide Use Proposal be submitted and approved prior to the application of herbicides, pesticides or possibly hazardous chemicals.
- c. Rat and mouse holes would be filled and compacted from bottom to top immediately upon release of the drilling rig from location. Upon well completion, any hydrocarbons in the pit shall be removed in accordance with 43 CFR 3162.7-1. The reserve pit would be allowed to dry prior to the commencement of backfilling work. No attempts would be made to backfill the

Bill Barrett Corporation
Surface Use Plan
16X-23D-36 BTR
Duchesne County, UT

reserve pit until it is free of standing water. Once dry, the liner would be torn and perforated before backfilling.

- d. The reserve pit and that portion of the location not needed for production facilities/operations would be recontoured to the approximate natural contours. Areas not used for production purposes would be backfilled and blended into the surrounding terrain, reseeded and erosion control measures installed. Mulching, erosion control measures and fertilization may be required to achieve acceptable stabilization. Back slopes and fore slopes would be reduced as practical and scarified with the contour. The reserved topsoil would be evenly distributed over the slopes and scarified along the contour. Slopes would be seeded with the Ute Tribe specified seed mix.
- e. Topsoil salvaged from the drill site and stored for more than one year would be placed at the location indicated on the well site layout drawing and graded to a depth optimum to maintain topsoil viability, seeded with the UDWR prescribed seed mixture and covered with mulch for protection from wind and water erosion and to discourage the invasion of weeds.

11. Surface and Mineral Ownership:

- a. Mineral ownership – Ute Indian Tribe - 988 South 7500 East (Annex Building); Ft. Duchesne, Utah 84026; 435-725-4950.
- b. Surface ownership – UDWR

12. Other Information:

- a. Montgomery Archaeological Consultants has conducted a Class III archeological survey. A copy of the report has been submitted under separate cover to the appropriate agencies by Montgomery as MOAC Report No. 08-094, dated May 1, 2008.
- b. BBC would require that their personnel, contractors, and subcontractors to comply with Federal regulations intended to protect archeological and cultural resources.
- c. There is an existing well on this pad the 16-23-36 BTR that is currently shut in. The 16-23-36 BTR is 16 ft from the surface of the proposed 16X-23-36 BTR. The proposed bottomhole is 90 ft from the existing 16-23-36 BTR well. Due to downhole problems the 16-23-36 is not capable of producing from the Lower Green River or Wasatch formations. We are considering turning the original 16-23-36 BTR into a Salt Water Disposal well.

Bill Barrett Corporation
Surface Use Plan
16X-23D-36 BTR
Duchesne County, UT

- d. Project personnel and contractors would be educated on and subject to the following requirements:
- No dogs or firearms within the Project Area;
 - No littering within the Project Area;
 - Smoking within the Project Area would only be allowed in off-operator active locations or in specifically designated smoking areas. All cigarette butts would be placed in appropriate containers and not thrown on the ground or out windows of vehicles; personnel and contractors would abide by all fire restriction orders;
 - Campfires or uncontained fires of any kind would be prohibited.
 - Portable generators used in the Project Area would have spark arrestors
- e. Disturbance estimates: All disturbance is existing.

OPERATOR CERTIFICATION

Certification:

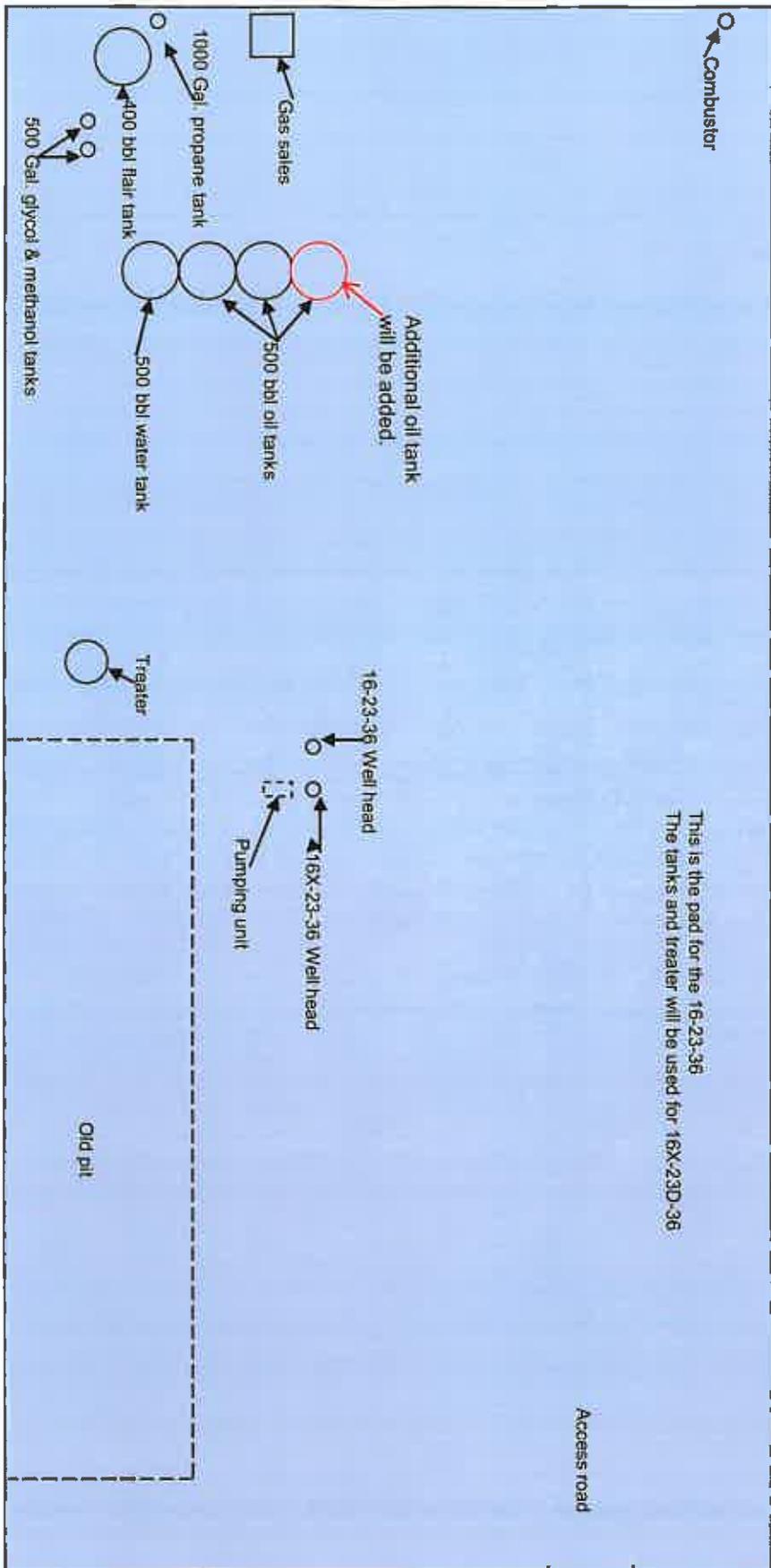
I hereby certify that I, or someone under my direction supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exist; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein would be performed in conformity with this 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 and that bond coverage is provided under Bill Barrett Corporations federal nationwide bond. These statements are subject to the provisions of 18 U.S.C. 1001 for the filings of false statements.

Executed this 3 day of March 2011
Name: Elaine Winick
Position Title: Senior Permit Analyst
Address: 1099 18th Street, Suite 2300, Denver, CO 80202
Telephone: 303-312-8168
E-mail: ewinick@billbarrettcorp.com
Field Representative Kary Eldredge / Bill Barrett Corporation
Address: 1820 W. Highway 40, Roosevelt, UT 84066
Telephone: 435-725-3515 (office); 435-724-6789 (mobile)
E-mail: keldredge@billbarrettcorp.com



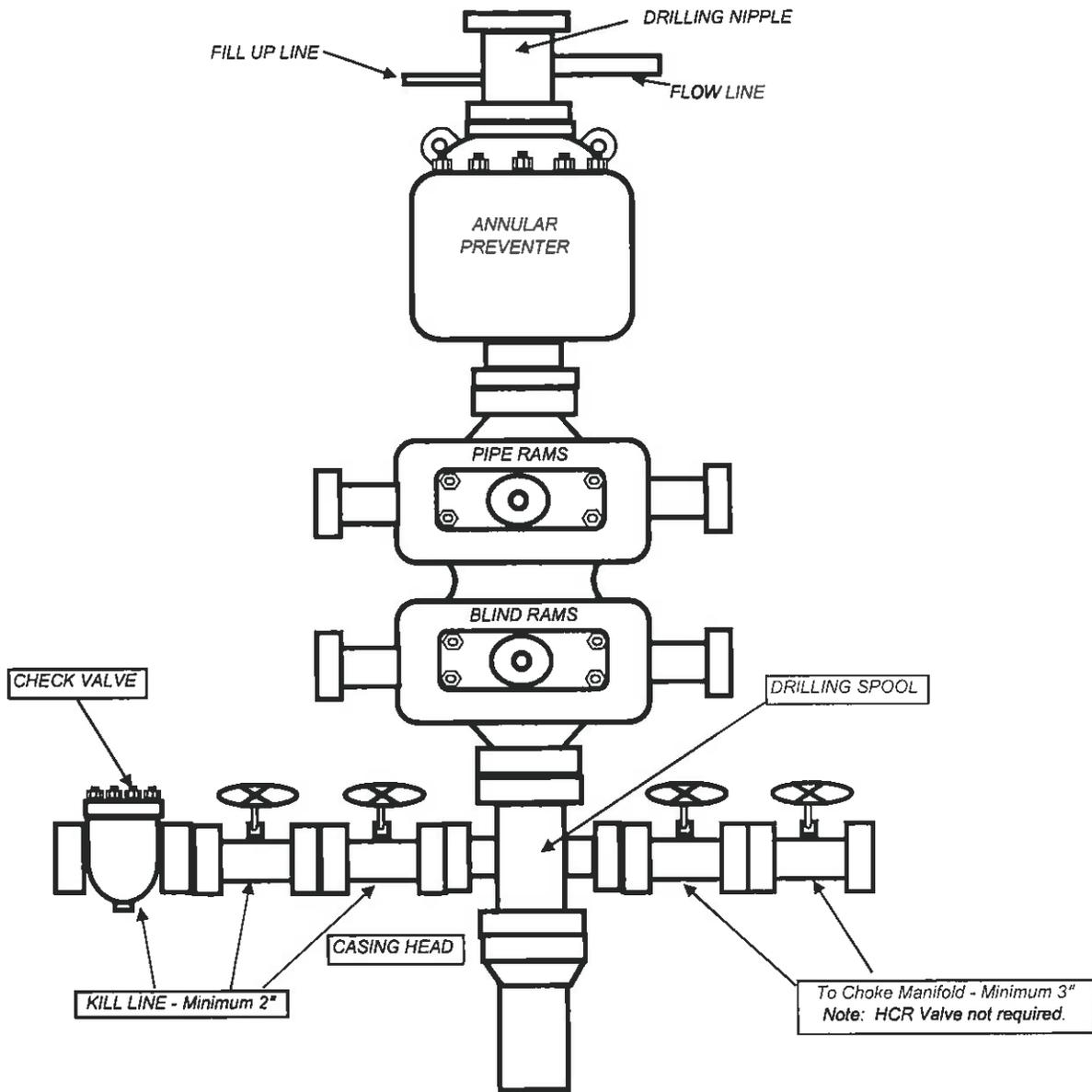
Elaine Winick, Senior Permit Analyst

16X-23D-36 BTR Facility Diagram
1/25/2011



BILL BARRETT CORPORATION

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





March 3, 2011

Ms. Diana Mason – Petroleum Technician
State of Utah Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
P. O. Box 145801
Salt Lake City, Utah 84114-5801

Re: Directional Drilling R649-3-11
Blacktail Ridge Area #16X-23D-36 BTR Well
Surface: 782' FSL & 814' FEL, SESE, 23-T3S-R6W, USM
Bottom Hole: 660' FSL & 660' FEL, SESE, 23-T3S-R6W, USM
Duchesne County, Utah

Dear Ms. Mason,

Pursuant to the filing of Bill Barrett Corporation's ("BBC") Application for Permit to Drill the above referenced well, we hereby submit this letter in accordance with Oil & Gas Conservation Rules R649-2, R649-3, R649-10 and R649-11, pertaining to the Location and Siting of Wells.

- The proposed location is within our Blacktail Ridge Area.
- BBC is permitting this well as a directional well in order to minimize surface disturbance. By locating the well at the surface location and directionally drilling from this location, BBC will be able to utilize the existing road and pipelines in the area.
- The well will be drilled under an Exploration and Development Agreement between the Ute Indian Tribe and Ute Distribution Corporation. Ute Energy, LLC owns a right to participate in this well.
- BBC certifies that it is the working interest owner of all lands within 460 feet of the proposed well location, and together with Ute Energy, LLC, we own 100% of the working interest in these lands.

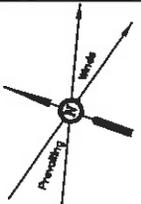
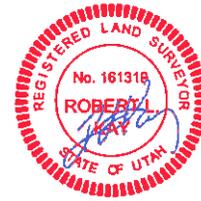
Based on the information provided, BBC requests that the permit be granted pursuant to R649-3-11. Should you have any questions or need further information, please contact me at 303-312-8544.

Sincerely,

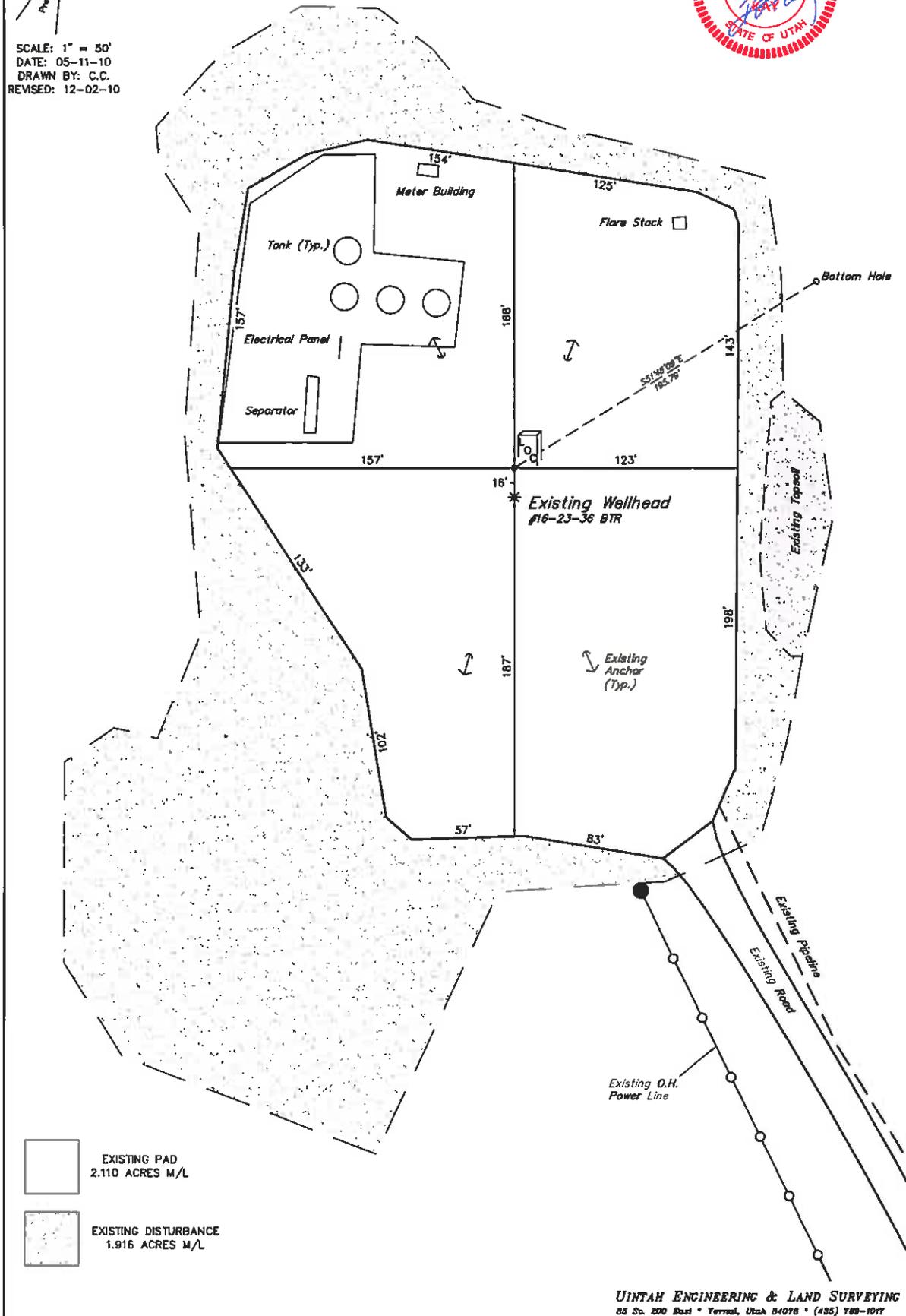
David Watts
David Watts
Landman

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

BILL BARRETT CORPORATION
SITE PLAN FOR
#16X-23D-36 BTR
SECTION 23, T3S, R6W, U.S.B.&M.
782' FSL 814' FEL



SCALE: 1" = 50'
DATE: 05-11-10
DRAWN BY: C.C.
REVISED: 12-02-10



UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Verona, Utah 84078 • (435) 788-1017

BILL BARRETT CORPORATION

#16X-23D-36 BTR

LOCATED IN DUCHESNE COUNTY, UTAH
SECTION 23, T3S, R6W, U.S.B.&M.



PHOTO: VIEW OF LOCATION STAKE

CAMERA ANGLE: SOUTHERLY



PHOTO: VIEW OF EXISTING ACCESS

CAMERA ANGLE: NOTHEASTERLY



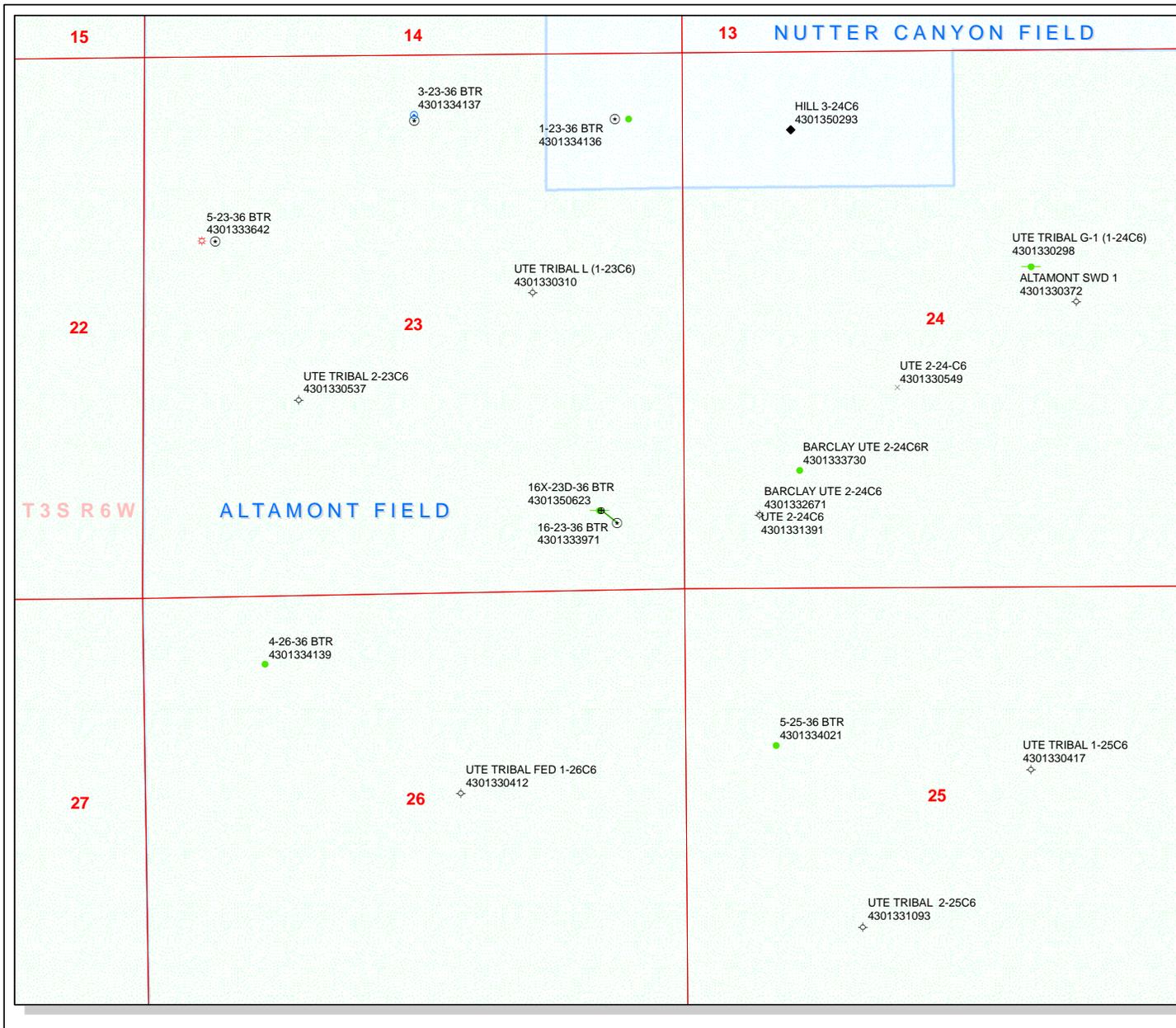
Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

LOCATION PHOTOS			05	07	10	PHOTO
			MONTH	DAY	YEAR	
TAKEN BY: D.R.	DRAWN BY: J.H.	REV: 12-03-10 J.J.				

BILL BARRETT CORPORATION
#16X-23D-36 BTR
SECTION 23, 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 EXISTING ROAD TO THE NORTHWEST; TURN LEFT AND PROCEED IN A NORTHWESTERLY DIRECTION APPROXIMATELY 0.9 MILES TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE NORTHEAST; TURN RIGHT AND PROCEED IN A NORTHEASTERLY DIRECTION APPROXIMATELY 0.3 MILES TO THE PROPOSED WELL LOCATION.

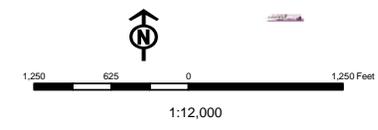
TOTAL DISTANCE FROM DUCHESNE, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 9.4 MILES.



API Number: 4301350623
Well Name: 16X-23D-36 BTR
Township T0.3 . Range R0.6 . Section 23
Meridian: UBM
Operator: BILL BARRETT CORP

Map Prepared:
 Map Produced by Diana Mason

- | | |
|---------------|------------------------------------|
| Units | Wells Query |
| STATUS | Status |
| ACTIVE | APD - Approved Permit |
| EXPLORATORY | DRL - Spudded (Drilling Commenced) |
| GAS STORAGE | GIW - Gas Injection |
| NF PP OIL | GS - Gas Storage |
| NF SECONDARY | LA - Location Abandoned |
| PI OIL | LOC - New Location |
| PP GAS | OPS - Operation Suspended |
| PP GEOTHERML | PA - Plugged Abandoned |
| PP OIL | PGW - Producing Gas Well |
| SECONDARY | POW - Producing Oil Well |
| TERMINATED | RET - Returned APD |
| STATUS | SGW - Shut-in Gas Well |
| Unknown | SOW - Shut-in Oil Well |
| ABANDONED | TA - Temp. Abandoned |
| ACTIVE | TW - Test Well |
| COMBINED | WDW - Water Disposal |
| INACTIVE | WIW - Water Injection Well |
| STORAGE | WSW - Water Supply Well |
| TERMINATED | |
| Sections | |
| Township | |



ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

Operator BILL BARRETT CORP
Well Name 16X-23D-36 BTR
API Number 43013506230000 **APD No** 3431 **Field/Unit** ALTAMONT
Location: 1/4,1/4 SESE **Sec** 23 **Tw** 3.0S **Rng** 6.0W 782 FSL 814 FEL
GPS Coord (UTM) 540579 4449891 **Surface Owner**

Participants

Richard Powell (DOGM), Kary Eldredge (Bill Barrett Corp.)

Regional/Local Setting & Topography

This location is shared with an existing well. Please see onsite evaluation for API#43-013-33971
 No new disturbance is proposed for this location.

Surface Use Plan

Current Surface Use
 Existing Well Pad

New Road Miles	Well Pad	Src Const Material	Surface Formation
0	Width 280 Length 355	Onsite	UNTA

Ancillary Facilities Y

Up to 5 trailers to provide housing to critical staff during drilling operations will be placed on location.

Waste Management Plan Adequate? Y

Environmental Parameters

Affected Floodplains and/or Wetlands N

Flora / Fauna

Soil Type and Characteristics

Erosion Issues N

Sedimentation Issues N

Site Stability Issues N

Drainage Diversion Required? N

Berm Required? Y

Erosion Sedimentation Control Required? N

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

Reserve Pit

Site-Specific Factors

Site Ranking

Distance to Groundwater (feet)	>200	0	
Distance to Surface Water (feet)	>1000	0	
Dist. Nearest Municipal Well (ft)	>5280	0	
Distance to Other Wells (feet)	>1320	0	
Native Soil Type	Mod permeability	10	
Fluid Type	Fresh Water	5	
Drill Cuttings	Normal Rock	0	
Annual Precipitation (inches)	10 to 20	5	
Affected Populations			
Presence Nearby Utility Conduits	Unknown	10	
	Final Score	30	1 Sensitivity Level

Characteristics / Requirements

Reserve pit to be re-dug in approximately same site as previously dug. A minimum 12 mil liner is proposed.

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

Other Observations / Comments

Richard Powell
Evaluator

3/22/2011
Date / Time

Application for Permit to Drill Statement of Basis

4/4/2011

Utah Division of Oil, Gas and Mining

Page 1

APD No	API WellNo	Status	Well Type	Surf Owner	CBM
3431	43013506230000	LOCKED	OW	S	No
Operator	BILL BARRETT CORP		Surface Owner-APD		
Well Name	16X-23D-36 BTR		Unit		
Field	ALTAMONT		Type of Work		DRILL
Location	SESE 23 3S 6W U 782 FSL 814 FEL GPS Coord (UTM) 540579E 4449891N				

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

4/4/2011
Date / Time

Surface Statement of Basis

The proposed 16X-23D-36 is an oil well to be drilled on the same as pad as the existing well 16-23-36 BTR. The casing inside the original well was damaged during completion work which rendered the well unusable for production. . Bill Barrett Corporation hopes to turn the existing well into a salt water disposal well. The new well head is 16 feet from the existing shut in well. No new surface disturbance is proposed, but the reserve pit will be re-dug in the same spot it was previously located. DWR is the surface owner of this location. During the previous on-site DWR requested that from November 15 to April 15 no drilling or construction take place but did allow for a waiver of this stipulation in lieu of payment. DWR made no additional requests concerning this well and Bill Barrett should comply with the original closure request for this location.

Richard Powell
Onsite Evaluator

3/22/2011
Date / Time

Conditions of Approval / Application for Permit to Drill

Category	Condition
Pits	A synthetic liner with a minimum thickness of 16 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.
Surface	The well site shall be bermed to prevent fluids from leaving the pad.

WORKSHEET APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 3/3/2011

API NO. ASSIGNED: 43013506230000

WELL NAME: 16X-23D-36 BTR

OPERATOR: BILL BARRETT CORP (N2165)

PHONE NUMBER: 303 293-9100

CONTACT: Elaine Winick

PROPOSED LOCATION: SESE 23 030S 060W

Permit Tech Review:

SURFACE: 0782 FSL 0814 FEL

Engineering Review:

BOTTOM: 0660 FSL 0660 FEL

Geology Review:

COUNTY: DUCHESNE

LATITUDE: 40.20033

LONGITUDE: -110.52323

UTM SURF EASTINGS: 540579.00

NORTHINGS: 4449891.00

FIELD NAME: ALTAMONT

LEASE TYPE: 2 - Indian

LEASE NUMBER: 14-20-H62-6156

PROPOSED PRODUCING FORMATION(S): GREEN RIVER

SURFACE OWNER: 3 - State

COALBED METHANE: NO

RECEIVED AND/OR REVIEWED:

- PLAT
- Bond: INDIAN - LPM 8874725
- Potash
- Oil Shale 190-5
- Oil Shale 190-3
- Oil Shale 190-13
- Water Permit: Duchesne City Culinary Water Dock
- RDCC Review:
- Fee Surface Agreement
- Intent to Commingle

Commingling Approved

LOCATION AND SITING:

- R649-2-3.
- Unit:**
- R649-3-2. General
- R649-3-3. Exception
- Drilling Unit
- Board Cause No:** Cause 139-84
- Effective Date:** 12/31/2008
- Siting:** 4 Prod LGGRV-WSTC Wells in Drilling Units
- R649-3-11. Directional Drill

Comments: Presite Completed
SURF OWNER DWR:

Stipulations: 4 - Federal Approval - dmason
5 - Statement of Basis - bhll
15 - Directional - dmason



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

Permit To Drill

Well Name: 16X-23D-36 BTR
API Well Number: 43013506230000
Lease Number: 14-20-H62-6156
Surface Owner: STATE
Approval Date: 4/4/2011

Issued to:

BILL BARRETT CORP, 1099 18th Street Ste 2300, Denver, CO 80202

Authority:

Pursuant to Utah Code Ann. §40-6-1 et seq., and Utah Administrative Code R649-3-1 et seq., the Utah Division of Oil, Gas and Mining issues conditions of approval, and permit to drill the listed well. This permit is issued in accordance with the requirements of Cause 139-84. The expected producing formation or pool is the GREEN RIVER Formation(s), completion into any other zones will require filing a Sundry Notice (Form 9). Completion and commingling of more than one pool will require approval in accordance with R649-3-22.

Duration:

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

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.

Conditions of Approval:

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

In accordance with Utah Admin. R.649-3-11, Directional Drilling, the operator shall submit a complete angular deviation and directional survey report to the Division within 30 days following completion of the well.

Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis (copy attached).

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 leave 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>

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 to:

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

Approved By:

A handwritten signature in black ink, appearing to read "John Rogers", written in a cursive style.

For John Rogers
Associate Director, Oil & Gas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED

FORM APPROVED
OMB No. 1004-0136
Expires July 31, 2010

MAR 03 2011

APPLICATION FOR PERMIT TO DRILL OR REENTER

BLM

1a. Type of Work: <input checked="" type="checkbox"/> DRILL <input type="checkbox"/> REENTER		5. Lease Serial No. 1420H626156
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
2. Name of Operator BILL BARRETT CORPORATION Contact: ELAINE WINICK E-Mail: ewinick@billbarrettcorp.com		7. If Unit or CA Agreement, Name and No.
3a. Address 1099 18TH STREET SUITE 2300 DENVER, CO 80202		8. Lease Name and Well No. 16X-23D-36 BTR
3b. Phone No. (include area code) Ph: 303-312-8168 Fx: 303-291-0420		9. API Well No. 43-013-50623
4. Location of Well (Report location clearly and in accordance with any State requirements. *) At surface SESE 782FSL 814FEL At proposed prod. zone SESE 660FSL 660FEL		10. Field and Pool, or Exploratory ALTAMONT/MAHOGANY
14. Distance in miles and direction from nearest town or post office* 9.4 MILES NW OF DUCHESNE, UT		11. Sec., T., R., M., or Blk. and Survey or Area Sec 23 T3S R6W Mer UBM
15. Distance from proposed location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 660	16. No. of Acres in Lease 640.00	12. County or Parish DUCHESNE
17. Spacing Unit dedicated to this well 160.00	13. State UT	18. Distance from proposed location to nearest well, drilling, completed, applied for, on this lease, ft. 90
19. Proposed Depth 6014 MD 6000 TVD	20. BLM/BIA Bond No. on file LPM8874725	21. Elevations (Show whether DF, KB, RT, GL, etc.) 5878 GL
22. Approximate date work will start 05/01/2011	23. Estimated duration 53 DAYS (D&C)	

24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No. 1, shall 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 shall 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 authorized officer.

25. Signature (Electronic Submission)	Name (Printed/Typed) BRENT MURPHY Ph: 303-312-8144	Date 03/03/2011
Title SENIOR DRILLING ENGINEER		
Approved by (Signature)	Name (Printed/Typed) Jerry Kenczka	Date APR 08 2011
Title Assistant Field Manager Lands & Mineral Resources		
Office VERNAL FIELD OFFICE		

Application approval does not warrant or certify 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.

Additional Operator Remarks (see next page)

Electronic Submission #103635 verified by the BLM Well Information System
For BILL BARRETT CORPORATION, sent to the Vernal
Committed to AFMSS for processing by ROBIN R. HANSEN on 03/07/2011 ()

RECEIVED

APR 14 2011

DIV. OF OIL, GAS & MINING

CONDITIONS OF APPROVAL ATTACHED

UDOGM

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

NOTICE OF APPROVAL

11RRH0807AE

NO NOS



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

170 South 500 East

VERNAL, UT 84078

(435) 781-4400



CONDITIONS OF APPROVAL FOR APPLICATION FOR PERMIT TO DRILL

Company: Bill Barrett Corporation
Well No: 16X-23D-36 BTR
API No: 43-013-50623

Location: SESE, Sec. 23, T3S,R6W
Lease No: 14-20-H62-6156
Agreement: N/A

OFFICE NUMBER: (435) 781-4400

OFFICE FAX NUMBER: (435) 781-3420

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

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

NOTIFICATION REQUIREMENTS

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

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

SITE SPECIFIC CONDITIONS OF APPROVAL:

- The operator will strictly adhere to all Stipulations and Conditions of Approval associated with the Utah Division of Wildlife Resources (UDWR) Site-Specific Environmental Assessment DUC-0805EA-024.
- Any deviation of submitted APD's and ROW applications the operator will notify the UDWR in writing and will receive written authorization of any such change with appropriate authorization.
- The operator will implement "Safety and Emergency Plan." The operator's safety director will ensure its compliance.
- All operator employees and/or authorized personnel (sub-contractors) in the field will have approved applicable APD's and ROW permits/authorizations on their person(s) during all phases of construction.
- All vehicular traffic, personnel movement, construction/restoration operations should be confined to the area examined and approved, and to the existing roadways and/or evaluated access routes.
- All personnel should refrain from collecting artifacts, any paleontological fossils, and from disturbing any significant cultural resources in the area.
- The personnel from the UDWR should be notified should cultural remains from subsurface deposits be exposed or identified during construction. All construction will cease.
- All production facilities are to be painted Juniper Green to match to the surrounding landscape.
- All pipelines need to be buried to adhere to DWR wildlife guidelines on mitigation in crucial winter range for deer and elk.

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

SITE SPECIFIC DOWNHOLE COAs:

- Production casing cement shall be brought up and into the surface.
All provisions outlined in Onshore Oil & Gas Order #2 Drilling Operations shall be strictly adhered to. The following items are emphasized:

DRILLING/COMPLETION/PRODUCING OPERATING STANDARDS

- The spud date and time shall be reported orally to Vernal Field Office within 24 hours of spudding.
- Notify Vernal Field Office Supervisory Petroleum Engineering Technician at least 24 hours in advance of casing cementing operations and BOPE & casing pressure tests.
- All requirements listed in Onshore Order #2 III. E. Special Drilling Operations are applicable for air drilling of surface hole.
- Blowout prevention equipment (BOPE) shall remain in use until the well is completed or abandoned. Closing unit controls shall remain unobstructed and readily accessible at all times. Choke manifolds shall be located outside of the rig substructure.
- All BOPE components shall be inspected daily and those inspections shall be recorded in the daily drilling report. Components shall be operated and tested as required by Onshore Oil & Gas Order No. 2 to insure good mechanical working order. All BOPE pressure tests shall be performed by a test pump with a chart recorder and **NOT** by the rig pumps. Test shall be reported in the driller's log.
- BOP drills shall be initially conducted by each drilling crew within 24 hours of drilling out from under the surface casing and weekly thereafter as specified in Onshore Oil & Gas Order No. 2.
- Casing pressure tests are required before drilling out from under all casing strings set and cemented in place.
- No aggressive/fresh hard-banded drill pipe shall be used within casing.
- **Cement baskets shall not be run on surface casing.**
- The operator must report all shows of water or water-bearing sands to the BLM. If flowing water is encountered it must be sampled, analyzed, and a copy of the analyses submitted to the BLM Vernal Field Office.
- The operator must report encounters of all non oil & gas mineral resources (such as Gilsonite, tar sands, oil shale, trona, etc.) to the Vernal Field Office, in writing, within 5 working days of each encounter. Each report shall include the well name/number, well location, date and depth (from KB or GL) of encounter, vertical footage of the encounter and, the name of the person making the report (along with a telephone number) should the BLM need to obtain additional information.

- A complete set of angular deviation and directional surveys of a directional well will be submitted to the Vernal BLM office engineer within 30 days of the completion of the well.
- While actively drilling, chronologic drilling progress reports shall be filed directly with the BLM, Vernal Field Office on a weekly basis in sundry, letter format or e-mail to the Petroleum Engineers until the well is completed.
- A cement bond log (CBL) will be run from the production casing shoe to the top of cement and shall be utilized to determine the bond quality for the production casing. Submit a field copy of the CBL to this office.
- **Please submit an electronic copy of all other logs run on this well in LAS format to UT_VN_Welllogs@BLM.gov. This submission will supersede the requirement for submittal of paper logs to the BLM.**
- There shall be no deviation from the proposed drilling, completion, and/or workover program as approved. Safe drilling and operating practices must be observed. Any changes in operation must have prior approval from the BLM Vernal Field Office.

OPERATING REQUIREMENT REMINDERS:

- All wells, whether drilling, producing, suspended, or abandoned, shall be identified in accordance with 43 CFR 3162.6. There shall be a sign or marker with the name of the operator, lease serial number, well number, and surveyed description of the well.
- In accordance with 43 CFR 3162.4-3, this well shall be reported on the "Monthly Report of Operations" (Oil and Gas Operations Report ((OGOR)) starting with the month in which operations commence and continue each month until the well is physically plugged and abandoned. This report shall be filed in duplicate, directly with the Minerals Management Service, P.O. Box 17110, Denver, Colorado 80217-0110, or call 1-800-525-7922 (303) 231-3650 for reporting information.
- Should the well be successfully completed for production, the BLM Vernal Field office must be notified when it is placed in a producing status. Such notification will be by written communication and must be received in this office by not later than the fifth business day following the date on which the well is placed on production. The notification shall provide, as a minimum, the following informational items:
 - Operator name, address, and telephone number.
 - Well name and number.
 - Well location (¼¼, Sec., Twn, Rng, and P.M.).
 - Date well was placed in a producing status (date of first production for which royalty will be paid).
 - The nature of the well's production, (i.e., crude oil, or crude oil and casing head gas, or natural gas and entrained liquid hydrocarbons).
 - The Federal or Indian lease prefix and number on which the well is located; otherwise the non-Federal or non-Indian land category, i.e., State or private.
 - Unit agreement and/or participating area name and number, if applicable.
 - Communitization agreement number, if applicable.
- Any venting or flaring of gas shall be done in accordance with Notice to Lessees (NTL) 4A and needs prior approval from the BLM Vernal Field Office.
- All undesirable events (fires, accidents, blowouts, spills, discharges) as specified in NTL 3A will be reported to the BLM, Vernal Field Office. Major events, as defined in NTL3A, shall be reported verbally within 24 hours, followed by a written report within 15 days. "Other than Major Events" will be reported in writing within 15 days. "Minor Events" will be reported on the Monthly Report of Operations and Production.
- Whether the well is completed as a dry hole or as a producer, "Well Completion and Recompletion Report and Log" (BLM Form 3160-4) shall be submitted not later than 30 days after completion of the well or after completion of operations being performed, in accordance with 43 CFR 3162.4-1. Two copies of all logs run, core descriptions, and all other surveys or

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

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

DIVISION OF OIL, GAS AND MINING

SPUDDING INFORMATION

Name of Company: BILL BARRETT CORPORATION

Well Name: 16X-23D-36 BTR

Api No: 43-013-50623 Lease Type INDIAN – SURFACE FEE

Section 23 Township 03S Range 06W County DUCHESNE

Drilling Contractor TRIPLE A DRILLING RIG #

SPUDDED:

Date 04/16/2011

Time

How DRY

Drilling will Commence:

Reported by BRADY RILEY

Telephone # (303) 312-8115

Date 04/18/2011 Signed CHD

ENTITY ACTION FORM

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

Well 1

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301350623	16X-23D-36 BTR		SESE	23	3S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
A	99999	18007	4/19/2011		4/25/11		
Comments: Spudding Operation was conducted by Triple A Drilling @ 1:00 pm. <i>GR-WS</i> <i>BHL=SESE</i>							

Well 2

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

Well 3

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

ACTION CODES:

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

Brady Riley
 Name (Please Print)
Brady Riley
 Signature
 Permit Analyst
 Title

4/19/2011
 Date

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 APR 19 2011

**#16X-23D-36 BTR 5/20/2011 12:00 - 5/21/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary RIG DN GET READY F/ TRUCKS - 12						

#16X-23D-36 BTR 5/21/2011 06:00 - 5/22/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary RIG DN AND MOVE, GOT MATTING BORDS PICKED UP AND MOVE CRANES. - 12						

#16X-23D-36 BTR 5/22/2011 06:00 - 5/23/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary RIG UP, RIG ALL SET IN. WILL RAISE DERRICK IN MORNING. - 12						

#16X-23D-36 BTR 5/23/2011 06:00 - 5/24/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary RAISE DERRICK, RIG UP, MOVE CAMPS, LOC VERY SMALL HARD TIME FITTING CAMPS ON LOC. HAD FLIP FLOW BECAUSE WE HAD TO SET MUD TANKS BACK TO FIT LOCATION. - 15.5, WELD ON AND NIPPLE UP CONDUCTOR - 3, STAP BHA, HSM, P/U BHA SHORT HANDED. - 4.5, RIG SERVICE - 0.5, WORK ON PIPE SPINNERS - 0.5						

#16X-23D-36 BTR 5/24/2011 06:00 - 5/25/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary SPUD DRLG 12 1/4" F/ 104' TO 972' (868' IN 11.5 HR = 75.5 FPH) SLIDE: 27' IN .5 HR = 54 FPH, ROTATE: 841' IN 11 HR = 76.5 FPH. MM HUNTING 8" 4/5 LOBE 6.0 .25 GPR 1.5 ADJUSTABLE. - 11.5, RIG SERVICE - 0.5, DRLG F/ 868' TO 1445' (577' IN 12 HR = 48 FPH) SLIDE: 33' IN 1 HR = 33 FPH, ROTATE: 544' IN 11 HR = 49.5 FPH). DRILLING W/ 1 PUMP F/ LAST 4 HRS LINER OUT ON #2 PUMP. - 12						

#16X-23D-36 BTR 5/25/2011 06:00 - 5/26/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary DRLG F/ 1445' TO 1581' (136' IN 5 HR = 27.2 FPH) SLIDE: 10' IN 1 HR = 10 FPH, ROTATE: 126' IN 4 HR = 31.5 FPH. MM HUNTING 8" 4/5 LOBE 6.0 .25 GPR 1.5 ADJUSTABLE. MM LOCKED UP. - 5, TOO H, X/O MM & BIT, TIH - 4, DRLG F/ 1581' TO 1734' (153' IN 2.5 HR = 61.2 FPH) SLIDE: 21' IN 1.5 HR = 14 FPH, ROTATE: 132' IN 1 HR = 132 FPH. MM SPERRY DRILL 8" 5/6 LOBE 5.2 STAGE ADJ 1.5 DEG BEND BTB 6.85. - 2.5, RIG SERVICE - 0.5, DRLG F/ 1734' TO 2338' (604' IN 12 HR = 50.3 FPH) SLIDE: 135' IN 4 HR = 33.75 FPH, ROTATE: 469' IN 8 HR = 58.6 FPH. DRLG W/ 1 PUMP F/ THE LAST 2 HRS. - 12						

#16X-23D-36 BTR 5/26/2011 06:00 - 5/27/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary DRLG F/ 2338' TO 2506' (168' IN 8 HR = 21 FPH) SLIDE: 101' IN 6.75 HR = 14.9 FPH, ROTATE: 67' IN 1.5 HR = 44.7 FPH. MM SPERRY DRILL 8" 5/6 LOBE 5.2 STAGE ADJ 1.5 DEG BEND BTB 6.85. DRILG W/ 1 PUMP, 500 GPM. - 8, RIG SERVICE - 0.5, TOO H, X/O BIT, SET MOTOR UP 1.83 DEG, CHECK MWD, ORENTATE, TIH - 4, DRLG F/ 2506' TO 2714' (208' IN 5 HR = 41.6 FPH) SLIDE: 115' IN 3.5 HR = 32.9 FPH, ROTATE: 93' IN 1.5 HR = 62 FPH. - 5, TROUBLE SHOOT EM TOOL. ALL SURVEYS LESS THAN 1 DEGREE. - 1, TRIP F/ EM TOOL. X/O ORENTATE, TIH - 5.5						

#16X-23D-36 BTR 5/27/2011 06:00 - 5/28/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary DRLG F/ 2714' TO 3035' (321' IN 6.5 HR = 49.4 FPH) SLIDE: 216' IN 4 HR = 54 FPH, 105' IN 2.5 HR = 42 FPH. MM SPERRY DRILL 8" 5/6 LOBE 5.2 STAGE ADJ 1.83 DEG BEND BTB 6.85. - 6.5, CIRC. SWEEP W/ 20 SKS SAWDUST - 0.75, TOO H F/ CASING. L/D ALL 8" TOOLS - 3.25, HSM, RIG UP CRT, WEATHERFORD L/D TRUCK, RUN CASING. FS (1.00), SHOE JT(43.64), FC (1.00), 68 JTS 9 5/8" 36# J55 ST&C CASING (2988.07). MADE UP W/ BESTOLIFE DOPE TO 3940 FT/LB. LANDED @ 3030'. - 5.5, RIG SERVICE - 0.5, CIRC. RIG DN L/D TRUCK. RIG UP HES, LOC TO SMALL TO GET ON LOC WHILE RUNNING CASING. PUMP TRUCK BROKE DN WO ANOTHER TRUCK. - 4.5, CEMENT 20 BLS H2O, 40 BLS SUPER FLUSH, 20 BLS H2O, 500 BLS HLC PREMIUM 11# 3.16 YEILD W/ 5 LB SILACATE, .125 LB POLY-E-FLAKE, .25 LBM KWIK SEAL. TAILED W/ 250 SKS PREMIUM PLUS 14.8# 1.33 YIELD W/ .5% CACL, .125 LBM POLY-E-FLAKE. DISPLACED W/ 230 BLS H2O. BUMP PLUG. FLOATS HELD. 118 BLS CEMENT TO SURFACE. FELL TO GROUND LEVEL IN 30 MINS. - 2.5, TEST CASING 1500# F/ 30 MINS. - 0.5						

**#16X-23D-36 BTR 5/28/2011 06:00 - 5/29/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary						
WOC - 3.5, CUT OFF WELD ON WELL HEAD. TEST TO 1000# F/ 10 MINS. - 3.5, NIPPLE UP BOPS. - 2.5, TEST BOPS, TEST ALL RAMS AND VALVES TO 5000# F/ 10 MINS. ANNULAR WOULD NOT TEST. X/O ON RUBBER ON MOVE. - 5.5, WO ANNULAR. - 9						

#16X-23D-36 BTR 5/29/2011 06:00 - 5/30/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		4,640.0	Drilling & Completion
Time Log Summary						
WO ANNULER, NIPPLE UP, TEST ANNULAR 2500# F/ 10 MINS. NIPLEUP ROTATING HEAD AND FLOWLINE. - 5, RIG SERVICE - 0.5, INSTALL WEAR RING - 0.5, P/U BHA AND OREINTATE - 1.5, TIH - 1, DRILL OUT SHOE TRACK - 1.5, CIRC. EMW TEST 490 PSI 3050' 8.4 MW. - 0.5, TROUBLE SHOOT EM TOOLS. - 1, DRLG F/ 3035' TO 3876' (845' IN 12 HR = 70.5 FPH) SLIDE:204 IN 5 HR = 40.8 FPH, ROTATE: 641' IN 7 HR = 91.6 FPH. LAST MUD CHECK 37 VIS 8.9 WT. MM SPERY DRILL 6.75" 7/8 LOBE 3.5 STAGE .17 GPR 1.5 FIXED 4.90 BTB - 12, CIRC. F/ CORE - 0.5						

BLM - Vernal Field Office - Notification Form

Operator Bill Barrett Corporation Rig Name/# H&P
Submitted By JET LORENZEN Phone Number 970-623-7078
Well Name/Number #16X-23D-36 BTR
Qtr/Qtr SE/SE Section 23 Township 3S Range 6W
Lease Serial Number 1420H626156
API Number 43-013-50623-00-X1

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

Date/Time _____ AM PM

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

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

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MAY 31 2011

DIV. OF OIL, GAS & MINING

Date/Time 05/27/2011 8:00 AM PM

BOPE

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

Date/Time 05/28/2011 1:00 AM PM

Remarks _____

T03S R06W S-23 43-013-50623

From: HP 319 <hp319@bbccontractors.com>
To: "caroldaniels@utah.gov" <caroldaniels@utah.gov>, "dennisingram@utah.gov" ...
Date: 6/4/2011 8:32 AM
Subject: Notice for Running/Cementing 5 1/2 Production Casing

CC: Tracey Fallang <tfallang@billbarrettcorp.com>, "briley@billbarrett.com" ...
Ladies & Gentlemen:

Please be advised that H&P 319 for Bill Barrett Corp will be running & cementing a 5 1/2 long string in the well 16X-23D-36 BTR on 6/5/11 beginning approximately 03:00 hrs 6/5/11.

Following that the rig will commence moving to 16-12D-46 BTR.

Regards,
Glenn Randel
BBC Rep
H&P 319

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JUN 06 2011

DIV. OF OIL, GAS & MINING

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6156
SUNDRY NOTICES AND REPORTS ON WELLS		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well		8. WELL NAME and NUMBER: 16X-23D-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP		9. API NUMBER: 43013506230000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: ALMAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0782 FSL 0814 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 23 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
		STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 6/4/2011 <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input checked="" type="checkbox"/> OTHER	
		<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input type="text" value="Confidential Status"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
This sundry is being submitted to request confidential status for the subject well location. <div style="text-align: right; margin-top: 20px;"> <p>Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY</p> </div>		
NAME (PLEASE PRINT) Venessa Langmacher	PHONE NUMBER 303 312-8172	TITLE Senior Permit Analyst
SIGNATURE N/A		DATE 6/14/2011

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6156
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
		7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 16X-23D-36 BTR	
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013506230000	
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: ALMAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0782 FSL 0814 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 23 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
		STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start: <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input checked="" type="checkbox"/> DRILLING REPORT Report Date: 6/30/2011	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	
	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>	
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
June 2011 Monthly Drilling Activity Report attached.		
Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY		
NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A	DATE 7/1/2011	



#16X-23D-36 BTR 6/1/2011 06:00 - 6/2/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

CORE#4 4640 TO 4643' - 0.25, POH W/CORE #4. PULL ROTATING RUBBER. - 2.25, LAY DOWN CORE. INSTALL NEW INNER BARREL & STAND BACK CORE BARREL. - 1.5, MAKE UP BHA #8, SCRIBE & ORIENT MOTOR TO MWD & PICK UP 2 X 3 PT ROLLER REAMERS. - 0.5, RIH W/BIT #8 (STC Mi616, RERUN) TO 4583' & ENCOUNTERED TIGHT SPOT. INSTALL ROTATING RUBBER & FILL STRING @ 2500'. - 2, MAKE UP TOP DRIVE & LIGHT WASH/REAM THRU TIGHT SPOT 4583-4590'. - 0.25, RIH TO 4330'. - 0.5, PRECAUTIONARY WASH/REAM 4333-TD. - 0.75, SLIDE DRILL 8 3/4 HOLE 4643-4655'. - 0.75, ROTATE DRILL 8 3/4 HOLE 4655-4669'. - 0.25, SLIDE DRILL 8 3/4 HOLE 4669-4681'. - 0.5, ROTATE DRILL 8 3/4 HOLE 4681-4715'. - 0.25, ROUTINE RIG SERVICE. - 0.5, SLIDE DRILL 8 3/4 HOLE 4715-4728'. - 0.75, ROTATE DRILL 8 3/4 HOLE 4728-4764'. - 0.25, SLIDE DRILL 8 3/4 HOLE 4764-4776'. - 0.75, ROTATE DRILL 8 3/4 HOLE 4776-4811'. - 0.25, SLIDE DRILL 8 3/4 HOLE 4811-4823'. - 0.75, ROTATE DRILL 8 3/4 HOLE 4823-4858'. - 0.5, SLIDE DRILL 8 3/4 HOLE 4858-4870'. - 0.75, ROTATE DRILL 8 3/4 HOLE 4870-4906'. - 0.5, SLIDE DRILL 8 3/4 HOLE 4906-4911'. - 0.5, ROTATE DRILL 8 3/4 HOLE 4911-5000'. - 1.25, SLIDE DRILL 8 3/4 HOLE 5000-5010'. - 0.5, ROTATE DRILL 8 3/4 HOLE 5010-5110'. - 1.5, CIRCULATE BOTTOMS UP, PUMP SLUG. - 0.5, POH. PULL ROTATING RUBBER, LAY DOWN ROLLER REAMERS & STAND BACK DIRECTIONAL BHA. - 2, HELD PJSM W/QUEST CORING & MAKE UP CORE BARREL. RIH, FILL STRING @ SHOE & RIH TO 4942'. - 2, PRECAUTIONARY WASH/REAM 4942-TD. - 0.5, CORE 8 3/4 HOLE 5110-5116'. - 0.5

#16X-23D-36 BTR 6/2/2011 06:00 - 6/3/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

CUT CORE #5 5110-5129'. BARREL JAMMED. - 2, PUMP SLUG, POH, PULL ROTATING RUBBER. - 3, PULL INNER BARREL & LAY DOWN CORE #5. - 1, INSTALL NEW INNER BARREL & RIH. INSTALL ROTATING RUBBER. FILL STRING @ SHOE. - 2.5, CUT CORE #6 5129-5156'. BARREL JAMMED. - 3.5, PUMP SLUG & POH. REMOVE ROTATING RUBBER. - 2, HELD PJSM W/QUEST & LAY DOWN CORE & CORE BARREL. - 2.75, SCRIBE MOTOR TO MWD & PICK UP 2 X 8 5/8 ROLLER REAMERS. - 0.25, ROUTINE RIG SERVICE. - 0.5, RIH TO 5110'. INSTALL ROTATING RUBBER & FILL STRING @ SHOE. - 2, PRECAUTIONARY WASH/REAM TO BOTTOM. - 0.25, ROTATE DRILL 8 3/4 HOLE 5156-5188'. - 0.5, SLIDE DRILL 8 3/4 HOLE 5188-5196'. - 0.75, ROTATE DRILL 8 3/4 HOLE 5196-5236'. - 0.25, SLIDE DRILL 8 3/4 HOLE 5236-5244'. - 0.5, ROTATE DRILL 8 3/4 HOLE 5244-5282'. - 0.5, SLIDE DRILL 8 3/4 HOLE 5282-5295'. - 0.75, ROTATE DRILL 8 3/4 HOLE 5295-5329'. - 0.5, SLIDE DRILL 8 3/4 HOLE 5329-5341'. - 0.5

#16X-23D-36 BTR 6/3/2011 06:00 - 6/4/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

ROTATE DRILL 8 3/4 HOLE 5341-5377'. - 0.5, SLIDE DRILL 8 3/4 HOLE 5377-5389' (TD). - 0.5, ROTATE DRILL 8 3/4 HOLE 5389-5471'. - 1.25, SLIDE DRILL 8 3/4 HOLE 5471-5483'. - 0.5, ROTATE DRILL 8 3/4 HOLE 5483-5519'. - 0.5, SLIDE DRILL 8 3/4 HOLE 5518-5528'. - 0.5, ROTATE DRILL 8 3/4 HOLE 5528-5650' (TD). - 1.75, PUMP SUPER SWEEP PILL & CIRCULATE BOTTOMS UP. - 0.5, PUMP SLUG & POH TO SHOE. - 1, RIH TO 5555' & PRECAUTIONARY WASH/REAM TO TD. NO FILL, NO HOLE TROUBLE. - 1, CIRCULATE BOTTOMS UP + 15%. PUMP SLUG. - 0.75, POH. LAY DOWN SPERRY TOOLS. - 3.25, HELD JSA W/LOGGERS. RIG UP TO RUN E-LOGS. LOGGERS SHORTHANDED WHILE RIGGING UP DUE TO AN INJURY TO ONE OF THEM. - 4.5, LOGGING. RAN TRIPLE COMBO W/CSNG/GEM/GR FROM 5650 TO SHOE. LOGGER'S TD 5650'. NO HOLE TROUBLE. - 6.5, RIG DOWN TRIPLE COMBO & RIG UP IMAGING TOOL W/DIPOLE SONIC. - 1

#16X-23D-36 BTR 6/4/2011 06:00 - 6/5/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

MAKE UP IMAGING TOOL W/DIPOLE SONIC/GR. - 1, RIH & LOG W/IMAGING TOOL W/DIPOLE SONIC/GR 5650 TO SHOE, GR TO SURFACE. - 4.5, LAY DOWN IMAGING TOOL & PICK UP HFDT/GR. - 2.5, RIH & LOG WITH HFDT/GR 5650 TO SHOE. - 3, LAY DOWN HFDT/GR & PICK UP MRIL/GR. - 1.5, RIH & RUN MRIL/GR LOG SHOE-5650'. - 10.75, POH W/MRIL/GR LOG. - 0.75

#16X-23D-36 BTR 6/5/2011 06:00 - 6/6/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

CONTINUE TO POH W/MRIL/GR LOG. RIG DOWN LOGGERS. - 2.25, PICK UP & MAKE UP REAMING BHA. INSTALL ROTATING RUBBER. RIH TO SHOE. - 2.25, REAM OPEN HOLE FROM SHOE TO 5650 W/BULLNOSE, 8 5/8 WATERMELON REAMER, 4 1/2 DP PUP JT, 8 5/8 WATERMELON REAMER, FLOAT SUB, 3 X 6 1/2 DC, 15 JTS 4 1/2 HWDP, 4 1/2 DP TO SURFACE. - 4.25, CIRCULATE HOLE CLEAN WHILE RIGGING UP WEATHERFORD LAY DOWN TRUCK. PUMP SLUG. - 1, POH LAYING DOWN DRILL STRING. REMOVE ROTATING RUBBER. - 3.75, PULL WEAR BUSHING. - 0.5, HELD PJSM W/WEATHERFORD CREWS, HP CREW & BBC PERSONNEL. RIG UP CASING TOOLS. - 1.5, RUN 132 JTS 5 1/2, 17#, P110, LTC, R3 CASING W/8 SWELL PACKERS, ECP & DV COLLAR. PUMPED THRU SHOE TRACK. CIRCULATE 15 MIN @ SHOE. FILL STRING EVERY 5 JTS. LAND CASING @ 5649', BALL SEAT @ 5604'. DV COLLAR @ 3555'. SWELL PACKER #1 @ 5345', #2 @ 5112', #3 @ 4901', #4 @ 4695', #5 @ 4419', #6 @ 4242', #7 @ 4083' & #8 @ 3830'. WASH DOWN LAST JT & TAG BOTTOM. PICK UP 1'. PICK UP 118K, SLACK OFF 90K. - 6.5, CIRCULATE 1.5 BOTTOMS UP WHILE RIG DOWN WEATHERFORD LAY DOWN TRUCK & CASING TOOLS. MAX GAS 8855 U. MOVE OUTSIDE SECTION OF CATWALK & PIPE RACKS, MOVE IN/SPOT HOWCO CEMENTERS. COMMENCE RIG UP CEMENTING LINES. COULD NOT MOVE IN HOWCO UNTIL LAY DOWN TRUCK MOVED OUT. SPOT 92 BBL 9.2 PPG 20% DIESEL MUD IN OPEN HOLE UP TO 3605'. - 2

**#16X-23D-36 BTR 6/6/2011 06:00 - 6/6/2011 14:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

DROP SEALING BALL & WAIT FOR BALL TO SEAT WHILE FINISH RIGGING UP HOWCO. HELD PJSM W/HOWCO, H&P & BBC PERSONNEL. TEST CEMENT LINE TO 5000 PSI. - 1.25, INFLATE ECP W/2300 PSI, HELD 5 MIN. BLED OFF PRESSURE, DROP DV OPENING BOMB & LOAD CLOSING PLUG. WAIT FOR BOMB TO LAND. OPEN DV W/400 PSI & CIRCULATE. - 0.5, HALLIBURTON PUMPED 10 BBL WATER, 40 BBL SUPERFLUSH 101 @ 10 PPG, 10 BBL WATER FOLLOWED BY 240 SX (99 BBL) TUNED LIGHT @ 11 PPG W/0.125 PPS POLY-E-FLAKE & 360 SX (92 BBL) ECONOCEM @ 13.5 PPG W/0.125 PPS POLY-E FLAKE. DROPPED CLOSING PLUG & DISPLACED W/82 BBL WATER. BUMPED CLOSING PLUG W/2000 PSI OVER FDP & HELD 10 MIN. BLED OFF 1 BBL & DV COLLAR HELD. CIP @ 08:56. OBSERVED ALL SPACERS & 10 BBL CEMENT BACK TO SURFACE. FULL RETURNS THROUGHOUT JOB. - 1.25, WASH OUT WELLHEAD & ALL FLOWLINES W/SUGAR WATER WHILE RIGGING DOWN CEMENTING EQUIPMENT. - 0.5, NIPPLE DOWN BOP FROM WELLHEAD, LIFT STACK. SET 5 1/2 CASING SLIPS W/130K. CUT CASING & LAY DOWN CUTOFF. SET BOP BACK ON WH & ND BOP FROM RISER & LAY DOWN RISER. SET BACK & SECURE BOP ON STUMP. FINAL CUT CASING & INSTALL NIGHT CAP. WASH/CLEAN MUD TANKS.

RELEASED RIG TO COMMENCE RIGGING DOWN & MOVE TO 16-12D-46 BTR AT 14:00 HRS, 6/6/11.. - 4.5

#16X-23D-36 BTR 6/12/2011 06:00 - 6/13/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

Well Secured with Night Cap - 8, Fill cellar ring to bottom of surface head with gravel.
 ND 11-1/16 5M night cap. SISC- 0# Vaccum
 ND 2-1/16 5M gate valves, and NU companion flanges w/ ball valve.
 NU Cameron 11-1/16 5M x 7-1/16 5M tubing head, with 2-1/16 5M gate valves.
 Test to 5000#. NU 7-1/16 5M night cap. - 3, WSI. - 13

#16X-23D-36 BTR 6/13/2011 06:00 - 6/14/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

Well Secured with Night Cap, Spot frac tanks, prep for frac. - 24

#16X-23D-36 BTR 6/14/2011 06:00 - 6/15/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

Well Secured with Night Cap, prep for frac. - 24

#16X-23D-36 BTR 6/14/2011 06:00 - 6/15/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

Well Secured with Night Cap, Spot frac tanks, prep for frac. - 24

#16X-23D-36 BTR 6/15/2011 06:00 - 6/16/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

Well Secured with Night Cap, prep for frac. Construction crew a running flow line to well head. - 24

#16X-23D-36 BTR 6/16/2011 06:00 - 6/17/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

Well Secured with Night Cap, prep for frac. - 24

#16X-23D-36 BTR 6/17/2011 06:00 - 6/18/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

No construction activity, set frac tanks on location. - 24

#16X-23D-36 BTR 6/18/2011 06:00 - 6/19/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

No construction activity, set frac tanks on location. - 24

**#16X-23D-36 BTR 6/19/2011 06:00 - 6/20/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary No construction activity. - 24						

#16X-23D-36 BTR 6/21/2011 06:00 - 6/22/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary WSI. - 1, JSA Safety Meeting - 0.5, MIRU w/o Rig. - 0.5, ND Night cap, NU BOP & washington head. - 0.5, RU workfloor & Tbg. equip. - 0.5, Unload Tbg. (Had an accident w/ equip. Back hoe & John Bunning Tracter trailer Collided Damage to the fuel tank on truck, no injuries, Accident investigation was done and proper personel was notified. - 7, PU 4 5/8" Chomp Mill, Bit sub., 1 Jt., XN nipple, Cont. PU tbg. Tag @ 3582' - 2, RU Power swivel - 0.5, Secure well SDFN - 11.5						

#16X-23D-36 BTR 6/22/2011 06:00 - 6/23/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary WSI. - 1, JSA Safety Meeting - 0.5, Establish Circulation, Drill out 15' of Cement & DV Collar. Circ. Bottoms Up. - 3, RD Swivel - 0.5, Cont. PU tbg. Tag bottom @ 5602' - 3, TOOH, PU String Mill run thru DV Collar, Circulate clean. - 4, RD Swivel, Lay down Tbg. - 0.5, Secure well SDFN - 11.5						

#16X-23D-36 BTR 6/23/2011 06:00 - 6/24/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary Well shut in and secured. - 1, Safety meeting with rig crew, check pressure on well, 0 psi, open rams and POOH with 107 jts of 2 7/8" tbg. - 2.5, R/D tbg equipment and rig floor, N/D BOP's, N/U Night cap. Secured well head. R/D Service unit. Moved rig and equipment off locations. - 2, Well head lock and secured. - 18.5						

#16X-23D-36 BTR 6/24/2011 06:00 - 6/25/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary Well shut in and Secured. - 2, Safety Meeting with SLB, check pressure on well. 0 psi. R/U E-line unit, Removed night cap. R/U e-line flange. P/up 4.625" Gauge Ring & Junk Basket . RIH to 3575' +/- Wire line depth. Tagged DV Tool @ 3575' had to work through DV tool section. Continued to RIH W/ G/R, Tagged Tight Spot @ 5139' E-line depth, work through tight spot, tagged again 5201', P/up on G/R, Tools were stuck, had to work Gauge ring free. Tools were 402' from reaching PBTD @ 5603'. Called Denver, the decision was made to postpone logging operations. POOH w/ G/R & junk basket, L/D Junk basket, found drilling mud, casing thread material and several piece's of rubber in junk basket. Installed Night cap. Secured wellhead. R/D SLB. move off location. - 2, Continue to clean frac tanks on location. - 8, WSI & Secured. - 12						

#16X-23D-36 BTR 6/25/2011 06:00 - 6/26/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary Well shut in and secured, Cleaned Frac tanks. - 24						

#16X-23D-36 BTR 6/26/2011 06:00 - 6/27/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary Well shut in and secured, Cleaned Frac tanks. - 24						

#16X-23D-36 BTR 6/27/2011 06:00 - 6/28/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary MI, and spot Nabors #1444, rig, and equipment. Cleaning frac tanks for 7-10-36, off 16-26-36. - 24						

#16X-23D-36 BTR 6/28/2011 06:00 - 6/29/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion
Time Log Summary WSI. - 1, JSA Safety Meeting, Nabors had a safety stand down, @ Rosevelt Yard - 2, RU w/o Rig, Unload Tbg. Of 2 7/8" L80 eue 6.5# on location. - 2.5, ND Night cap, NU BOP & Test - 1, PU 4 5/8 Chomp mill, Bit sub, X over, 1 Jt., Xover, 4.76" String mill, X over. Cont. PU tbg. - 4, Tag @ 5602' Reverse circulate 3% KCL. around. - 2, Laydown 20 Jts. Secure well, SDFN - 0.5, WSI. - 11						

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6156
SUNDRY NOTICES AND REPORTS ON WELLS		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well		8. WELL NAME and NUMBER: 16X-23D-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP		9. API NUMBER: 43013506230000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: ALTAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0782 FSL 0814 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 23 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
		STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 5/26/2011 <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input checked="" type="checkbox"/> WILDCAT WELL DETERMINATION <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	
		<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input type="text" value="Wildcat Well Determina"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
<p>This sundry is being submitted to request that this well be designated as a wildcat well under the provisions of R649-3-35. This well is not located within a federal unit and is under statewide spacing. The well was spud on 05/24/2011 but has not yet been completed. BBC requests a tentative determination of wildcat designation. Additional information will be provided upon well completion.</p>		
		<p>Approved by the Utah Division of Oil, Gas and Mining</p> <p>Date: <u>07/18/2011</u></p> <p>By: <u><i>Derek Duff</i></u></p>
NAME (PLEASE PRINT) Venessa Langmacher	PHONE NUMBER 303 312-8172	TITLE Senior Permit Analyst
SIGNATURE N/A		DATE 5/26/2011

Please Review Attached Conditions of Approval

RECEIVED May. 26, 2011



The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Sundry Conditions of Approval Well Number 43013506230000

See Attached Statement of Basis.

DIVISION OF OIL, GAS AND MINING
**Preliminary Wildcat Well Determination
STATEMENT OF BASIS**

Applicant: BILL BARRETT CORPORTATION

Location: SESE Sec 23 T03S, R06W Duchesne County, Utah

WELL NAME: 16X-23D-36 BTR **API #:** 43-013-50623

FINDINGS

1. This well is currently being drilled.
2. This well is > 1 mile from known production out of the Upper Green River formation (Attachment A).
3. Cause 139-77 defines the Lower Green River-Wasatch formation as the interval from the TGR3 marker to the top of the Cretaceous.
4. This well is proposed to produce out of the Upper Green River and Mahogany formation, both of which are not part of the Lower Green River-Wasatch formation.
5. Several wells within the 1 mile area of review that have produced out of the Lower Green River formation have now been plugged (Attachment A).

CONCLUSIONS

Based on the findings above the Division has determined the 16X-23D-36 BTR well is planned to be drilled into an unknown area for the Upper Green River and Mahogany formations. Therefore, the Division finds that this well would qualify for the severance tax exemption under Section 59-5-102(2)(d) for wildcat wells. Upon final completion, the operator should apply to the division for a final determination. This preliminary determination was made in accordance with Oil and Gas General Conservation Rule R649-3-35.

Reviewer(s): Dustin K. Doucet 

Date: 7/18/2011

Joshua J. Payne 

Date: July 13, 2011

ATTACHMENT A
1 Mile Area of Review

API	WELL NAME	Well Status	DTR	Sect	Town	Range	Cum Oil	Cum Gas	Field Type	Dx From Well(ft)	Rotar Stud	Date TD Reached	Date First Produced	Producing Formation	Depth TD
4301350623	16X-23D-36 BTR	DRL	SESE	23	0305	060W 0	0	0	D	0	5/27/2011			GREEN RIVER (PROPOSED)	6000' (pro)
4301350293	HILL 3-24C6	DRL	NW/NW	24	0305	060W 0	0	0	D	3810				GREEN RIVER - WASATCH (APD)	
4301334139	4-26-36 BTR	POW	NW/NW	26	0305	060W 27673	55783	55783	D	3314	5/26/2010	6/7/2010	7/14/2010	GREEN RIVER - WASATCH (APD)	
4301334137	3-23-36 BTR	POW	NW/NW	23	0305	060W 1011	1001	1001	D	3923	12/14/2010	12/31/2010	2/22/2011	GREEN RIVER - WASATCH	10265'
4301334136	1-23-36 BTR	POW	MENE	23	0305	060W 11432	54634	54634	D	3519	8/30/2010	9/26/2010	11/23/2010	GREEN RIVER - WASATCH	10241'
4301334132	16-26-36 BTR	DRL	SESE	26	0305	060W 0	0	0	D	4637	5/22/2011			WASATCH (APD)	
4301334021	5-25-36 BTR	POW	SW/NW	25	0305	060W 98589	179648	179648	D	2626	10/16/2008	10/26/2008	12/12/2008	GREEN RIVER - WASATCH	9650'
4301333971	16-23-36 BTR	SOW	SESE	23	0305	060W 0	657	657	D	16	11/1/2008			GREEN RIVER LOWER	7202'
4301333730	BARCLAY UTE 2-24C6R	POW	SWSW	24	0305	060W 444377	1028296	1028296	D	1815		10/13/2007	11/10/2007	WASATCH	
4301333642	5-23-36 BTR	POW	SWSW	23	0305	060W 95320	169088	169088	D	4318	5/25/2008	6/15/2008	7/29/2008	WASATCH	
4301332671	BARCLAY UTE 2-24C6	PA	SWSW	24	0305	060W 0	0	0	D	1420	11/14/2006			NA	
4301331391	UTE 2-24C6	LA	SWSW	24	0305	060W 0	0	0	D	1410				NA	
4301331093	UTE TRIBAL 2-25C6	PA	NESW	25	0305	060W 210423	1049129	1049129	D	4413		10/17/1985	11/18/1985	GREEN RIVER - WASATCH	9910'
4301330549	UTE 2-24-C6	LA	NESW	24	0305	060W 0	0	0	D	2874				NA	
4301330537	UTE TRIBAL 2-23C6	PA	NESW	23	0305	060W 209269	917424	917424	D	2886		3/6/1981	4/1/1981	GREEN RIVER - WASATCH	9425'
4301330417	UTE TRIBAL 1-25C6	PA	SWNE	25	0305	060W 211883	925313	925313	D	4499		3/21/1977	3/23/1977	GREEN RIVER - WASATCH	10170'
4301330412	UTE TRIBAL FED 1-26C6	PA	SWNE	26	0305	060W 387748	1362962	1362962	D	2835		1/24/1977	3/15/1977	GREEN RIVER - WASATCH	9685'
4301330372	ALTAMONT SWD 1	PA	SWNE	24	0305	060W 0	0	0	D	4652		6/22/1975		NA	
4301330310	UTE TRIBAL L(1-23C6)	PA	SWNE	23	0305	060W 243971	637455	637455	D	2044		8/27/1974	10/12/1974	GREEN RIVER - WASATCH	9910'
4301330298	UTE TRIBAL G-1(1-24C6)	SOW	SWNE	24	0305	060W 354791	1879919	1879919	D	4431		8/31/1974	11/8/1974	GREEN RIVER - WASATCH	10230'

1.2.1

There are no wells producing from the Upper Green River within a one mile radius.

1.2.2

The 16X-23D-36 will be completed in the Upper Green River. The Upper Green River interval is from the top of the Green River to the top of the Lower Green River (TGR3). This interval was deposited in the Tertiary during low and high stands of Lake Uinta. During this time, many transgressive and regressive sequences occurred depositing lacustrine and shoreline facies. This interval is comprised of many different lithologies, of which, sandstones, shales and carbonates are the main facies. Within the Upper Green River exists one of the most organic rich source rocks in the Uinta Basin known as the Mahogany bed. The Mahogany bed stretches across the entire basin but is thermally immature in most areas. While drilling through the Upper Green River in Cedar Rim/Blacktail Ridge, persistent oil and gas shows are seen consistently throughout the field.

Currently, the 16X-23D-36 is located within the 139-84 spacing order which calls for 4 producing wells in a section and is spaced from the TGR3 to the top of the Cretaceous. The Upper Green River is not currently spaced and falls within the state wide citing of 40 acres. Only a few wells have been completed in the Upper Green River in Cedar Rim/Blacktail Ridge. Duchesne Field, located in T4S-R4W to the west of Cedar Rim/Blacktail Ridge, is the only field in the Uinta Basin where the Upper Green River was the main target for hydrocarbon extraction. In Cedar Rim/Blacktail Ridge, there are only two wells that have economic production, the Ute Tribal 2-2C6 and the Cedar Rim 14 (Table 1).

Table 1. Key Upper Green River well in Cedar Rim/Blacktail Ridge

Well	API	Current Status	Distance to the 16X-23D-36	Completion Date	Perf Intervals	Completion Information
Ute Tribal 2-2C6	43-013-30531	P&A	16,604'	5/1985	5072'-5146	Cased and Fraced
Cedar Rim 14	43-013-30345	P&A	13,918'	8/1976	4718'-4758'	Acid

1.2.4

The Altamont-Bluebell trend is considered as part of the USGS deep overpressured continuous oil play with little structural and minimal stratigraphic trapping. In Cedar Rim/Blacktail Ridge, there are no known geologic structures that would assist in the trapping of oil and gas. Overpressuring occurs below the TGR3 in most of the field so the Upper Green River is considered to be at hydrostatic pressure.

1.2.5

N/A

1.2.6

Included in 1.2.2

15

14

13

18

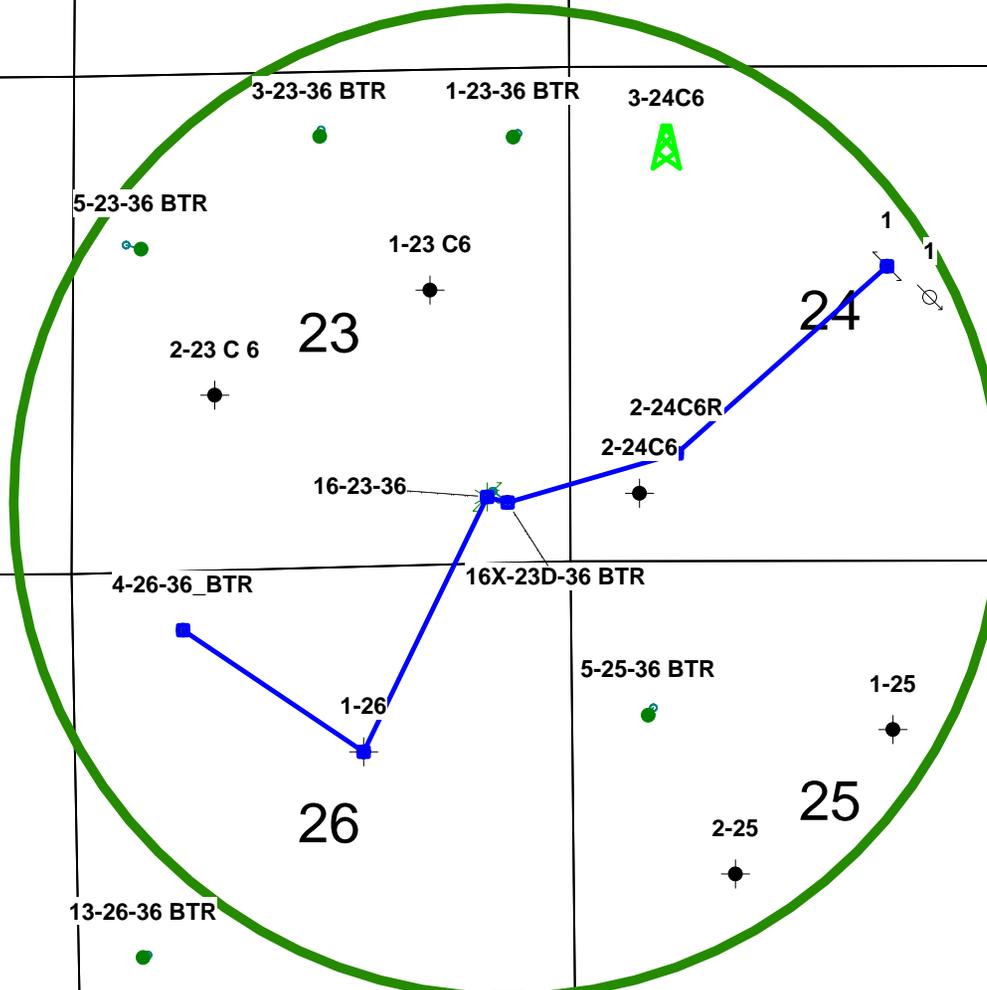
R6W

22

23

24

19



Legend

- One Mile Radius
- x-section

Bill Barrett Corporation

Uinta Basin

16X-23D-36
Wildcat Exemptions

0 2,041
FEET

POSTED WELL DATA
Well Number

WELL SYMBOLS

- ▲ Drilling Oil Well
- ▲ Junked Oil and Gas
- Location
- Oil Well
- Plugged & Abandoned Oil Well
- Shut In Oil Well
- ⊘ Salt Water Disposal

By: JA

RECEIVED May 26, 2011

4-26-36_BTR
4-26-36_BTR

5/26/2010 T3S R6W S26 <2,328FT>

BURTON HAWKS-TRIBAL
1-26

12/3/1976 T3S R6W S26 <3,024FT>

16-23-36

10/29/2008 T3S R6W S23 <227FT>

16X-23D-36 BTR

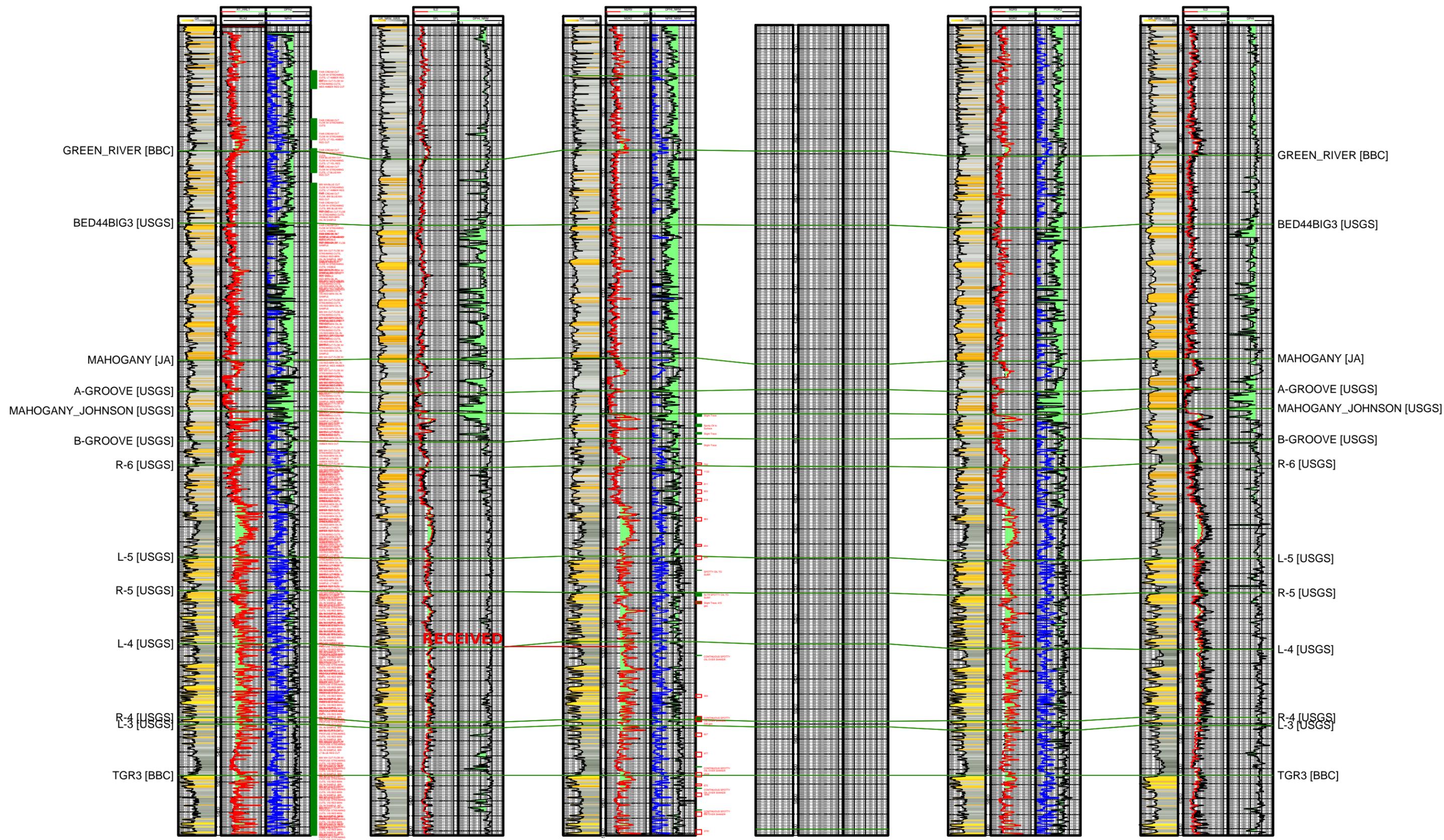
5/16/2011 T3S R6W S23 <1,882FT>

BARCLAY UTE
2-24C6R

9/17/2007 T3S R6W S24 <3,009FT>

UTE TRIBE G
1

7/13/1974 T3S R6W S24



STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6156
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
		7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well		8. WELL NAME and NUMBER: 16X-23D-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP		9. API NUMBER: 43013506230000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: ALAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0782 FSL 0814 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 23 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
		STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 7/1/2011	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER: <input type="text"/>
		<input type="checkbox"/> CASING REPAIR
		<input type="checkbox"/> CHANGE WELL NAME
		<input type="checkbox"/> CONVERT WELL TYPE
		<input type="checkbox"/> NEW CONSTRUCTION
		<input type="checkbox"/> PLUG BACK
		<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
		<input type="checkbox"/> TEMPORARY ABANDON
		<input type="checkbox"/> WATER DISPOSAL
		<input type="checkbox"/> APD EXTENSION
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.		
July 2011 Monthly Drilling Activity Report attached.		
Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY		
NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A		DATE 8/3/2011

**#16X-23D-36 BTR 7/1/2011 06:00 - 7/2/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

WSI & Secured. - 1, Safety Meeting with Cameron and Rig up truck driver, reviewed JSA discuss hazards around lifting and working with suspended loads, Check pressure on 5.5' casing, 0 psi, Removed night cap, P/up 5" 10k frac mandrel, installed Frac mandrel, N/U 5" full opening 10k Frac tree. R/U test pump to 5k frac mandrel sleeve, pressure test frac mandrel to 5k, verified test. good test. bled off pressure, left 2 1/16" gate valve open, R/U pressure test unit to frac tree. filled hole, pressure test to 500 psi low test, good head no visible, increase pressure to 5000 psi, watched pressure for a minute increase pressure to 7200 psi. held test on a chart recorded for 30 minutes. Good Test. R/D well head crew. secured wellhead. R/U flow back iron from frac tree to flow back tanks. - 3, Placed light plants, clear and cleaned location, continued with frac prep. - 1, Continued to fill frac tanks with 3% KCL. Secured location. - 19

#16X-23D-36 BTR 7/2/2011 06:00 - 7/3/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

Filling Frac tanks, No location Prep. - 24

#16X-23D-36 BTR 7/3/2011 06:00 - 7/4/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

No prep activity today. - 24

#16X-23D-36 BTR 7/4/2011 06:00 - 7/5/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

No prep activity today. - 24

#16X-23D-36 BTR 7/5/2011 06:00 - 7/6/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

WSI & Secured, R/U D&M hot oil services, Heated 3 % KCL to 95*. R/U Western Pump & dredge water transfer line. - 24

#16X-23D-36 BTR 7/6/2011 06:00 - 7/7/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

WSI & Secured. - 2, MI SLB, safety meeting with E-line crew. Spotted in E-line equipment, R/U Crane, P/up E-line bop's and lubricator, place pressure control equipment on wellhead, R/U pressure test unit, Pressure tested e-line bop's and lubricator to 4500 psi, held pressure test for 5 minutes. good test. Disconnect lub and P/up 1st stg perf guns. re-connected lub, open well, RIH to 3558' located DV-tool. made depth correction to CCL, (Reference log on 6/30/11 CBL/CCL/GR) Drop down to tie in collar, verified depth correction, pulled up and shot stg #1 interval. from 5370' to 5550'. POOH with spent guns. L/D spent guns, All shots fired as to design, secured well head and SLB equipment. - 3, Set water manifold for Frac crew. Sand trucks still off loading sand, MIRU HES. - 5, WSI & Secured. - 14

**#16X-23D-36 BTR 7/7/2011 06:00 - 7/8/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

HES shut down waiting on BC -140. Had contractor safety meeting with all the crews on location. Discussed hazards working around pressurized equipment, explosive on location and working around suspended loads. Primed trucks and pressure tested treating iron to 8500 psi. Check pressure at the well head 80 psi on the well. BC-140 Arrived on location, ran QA/QC fluid checks. ready to go down hole. - 4, Pressure tested treating iron @ 8500 psi. Stg # 1 of 8, Zone Stg L-4 Water Temp @ 81*

Open Well @ 09:58 Hrs, @ 80 psi, 101 Surface and Frac Mandrel, 0 psi, Formation Break Down @ 4.6 bpm, 849 psi. Started on 15%HCL @ 10 bpm 610 psi. Total Bbls of 15% HCL Pump 23 bbls Started on 3% KCL @ 30 bpm, 870 psi. Displaced 15% HCL to top perf, shut down for 10 minutes. Started on FR- pad @ 70 bpm @ 2714 psi, Issues with several pump truck lining out. Shut down for ISIP=738 psi, .58 Frac Gradient, Started on X-link pad @ 70 bpm, 2790 psi, Start 1#/ Gal 100 mesh sand, 66.2 bpm, 2900 psi

2# 71.1 bpm, 3157 psi 2# On perfs bpm 69.8, psi @ 3157 psi.

3# 71.1 bpm, 2935 psi 3# On perfs bpm 71.1, @ 2612 psi

3.5# 71.2 bpm, 2443 psi 3.5# On perfs bpm 71.8 @ 2612 psi

4# 71.1 bpm, 2436 psi 4# On perfs bpm 71.1 @ 4230 psi

On Flush @, 71.4 bpm, 2270 psi

Final Injection, 71.1 bpm, 2410 psi

ISIP, 1141 psi, 0.65 Frac Gradient.

Max Rate 72.5 bpm, Max Pressure 3326 psi.

Avg Rate 70.5 bpm, Avg Pressure 2697 psi

Total X-link fluids pumped: 1627 bbls

Total 3 % KCL clean volume, 1316 bbls

Total fluid in bbls pumped 2965 bbls

Total 20/40 white sand pumped = 150,000 #

Total 100 Mesh 19,600#. - 1.5, R/U E-line, P/up stg #2, 4.30", Obsidian CBP and Perf guns. Pressure tested lub, RIH to liner top @ 3558', ran correlation strip. (CBL/CCL/GR log reference on 6/30/11.) Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 5320', with 85 psi on the well, had Halliburton increase casing pressure to 1000 psi, Pulled up to target depth, shot stg #2 perf from 5133' to 5278'. POOH w/ E-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg#2. - 1.5, Pressure tested treating iron @ 8200 psi. Stg # 2 of 8, Zone Stg R-5, Water Temp @ 80 *

Open Well @ 12:26 Hrs, @ 80 psi, 113 Surface and Frac Mandrel, 0 psi. Formation Break Down @ 10.3 bpm, 323 psi. Started on 15%HCL @ 10 bpm 613 psi. Displaced 15% to Bottom +10, shut down for 10 minute. ISIP= 316 psi, 0.50 Frac Gradient. Total Bbls of 15% HCL Pump 23, Started on 3% KCL Water pad @ 70.9 bpm, 2026 psi. Started on X-link pad @ 70.7 bpm, 2173 psi

Start 1#/ Gal 100 mesh 70.5 bpm, 2508 psi. 100 mesh on perfs bpm 70.5 @ 2527 psi

2# 70.6 bpm, 2530 psi 2# on perfs bpm 70.5 @ 2376 psi

3# 71.3 bpm, 2377 psi 3# on perfs bpm 70.8 @ 2208 psi

3.5# 713 bpm, 2268 psi 3.5# On perfs bpm 70.8 @ 2234 psi

4# 70.4 bpm, 2256 psi 4# on perfs bpm 70.6 @ 2247 psi

On Flush @, 72.5 bpm, 2360 psi

Final Injection, 72.6 bpm, 2363 psi

ISIP, 1063 psi, 0.65 Frac Gradient.

Max Rate 72.6 bpm, Max Pressure 2583 psi.

Avg Rate 70.6 bpm, Avg Pressure 2241 psi

Total X-link fluids pumped: 1319 bbls.

Total Clean 3% water pumped: 1652 bbls

Total fluid in bbls pumped 3007

Total Sand pumped 20/40= 152,400#

Total 100 mesh, 18,700#

Pumped R/A Material throughout the whole job. - 1.5, R/U E-line, P/up stg # 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/30/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 5095', with 80 psi, pulled up and perforated stg # 3 intervals from 4934' to 5064'. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg# 3. Secured frac tree for the night. - 1, Flow test crew watch and monitored well throughout the night. - 15.5

**#16X-23D-36 BTR 7/8/2011 06:00 - 7/9/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

HES Crew arrived @ 05:30, started frac equipment, Check pressure at the well head. 60 psi on the well. Ran QA/QC fluid check, Safety meeting with all contractor on location. reviewed yesterday pump issues and hazards. - 1, Pressure tested treating iron @ 8500 psi. Stg # 3 of 8, Zone Stg R-6 & L-5, Water Temp @ 73 *

Open Well @ 06:55 Hrs, @ 12 psi, 104 Surface and Frac Mandrel, 0 psi. Formation Break Down @ 10.4 bpm, 130 psi. Started on 15%HCL @ 10.3 bpm 280 psi. Total Bbls of 15% HCL Pump 23 bbls ISIP= 279 psi, .50 Frac Gradient. Started on 3% KCL @ 69.4 bpm, 2242 psi. Started on X-link/100 mesh pad @ 70.4 bpm, 2725 psi. Start 2#/ Gal 20/40 Prem White sand, 70.5 bpm, 2725 psi

2# 69.8 bpm, 2715 psi 2# On perfs bpm 70.4 @ 2431 psi

3# 68.3 bpm, 2440 psi 3# On perfs bpm 70.0 @ 2422 psi

3.5# 70.3 bpm, 2331 psi 3.5# On perfs bpm 70.1 @ 2243 psi

4# 70.1 bpm, 2320 psi 4# On perfs bpm 70.2 @ 2215 psi

On Flush @, 69.6 bpm, 2154 psi. Final Injection, 39.3 bpm, 1554 psi, ISIP, 1112 psi, 0.66 Frac Gradient. Max Rate 70.8 bpm, Max Pressure 2860 psi. Avg Rate

70.2 bpm, Avg Pressure 2427 psi

Total X-link fluids pumped: 1528 bbls

Total 3 % KCL pumped:1310 bbls

Total fluid in bbls pumped: 2863 bbls

Total Sand pumped, 20/40= 140,400#

Total 100 Mesh Pumped= 17,200

No R/A Material pumped on stg #3. - 1, R/U E-line, P/up stg #4 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/30/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 4900', with 80 psi, pulled up and perforated stg #4 intervals from 4732' to 4866'. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg#4. - 1.5, Pressure tested treating iron @ 8502 psi., Stg #4 of 8, Zone Stg A-GROOVE, Mahogany Johnson, B-Groove. Water Temp @ 80 *, Open Well @ 60 psi, 109 Surface and Frac Mandrel, 104 psi

Formation Break Down @ 10.2 bpm, 305 psi. Started on 15%HCL @ 10.3 bpm 305 psi,

Total Bbls of 15% HCL Pump 23 bbls, ISIP= 435 psi, .53 Frac Gradient. Started on 3% KCL @ 69.9 bpm, 1920 psi. Started on X-link/100 Mesh pad @ 69.9 bpm, 1938 psi, Start 2#/ Gal 20/40 Prem White sand, 69.6 bpm, 2057 psi

1# 100 mesh, 69.6 bpm, 2058 psi 1# On perfs bpm 69.6 @ 1915 psi

2# 69.6 bpm, 1898 psi 2# On perfs bpm 69.6 @ 1908 psi

3# 69.3 bpm, 1905 psi 3# On perfs bpm 69.2 @ 1954 psi

3.5# 69.3 bpm, 1952 psi 3.5# On perfs bpm 69.2 @ 1964 psi

4# 69.2 bpm, 1965 psi 4# On perfs bpm 69.2 @ 1964 psi

On Flush @, 69.7 bpm, 1999 psi. Final Injection, 71.1 bpm, 1887 psi, ISIP, 1277 psi, 0.71 Frac Gradient. Max Rate 69.9 bpm, Max Pressure 1999 psi. Avg Rate

69.5 bpm, Avg Pressure 1889 psi

Total X-link fluids pumped: 1642 bbls

Total 3% KCL pumped:1304 bbls

Total fluid in bbls pumped: 2970 bbls

Total Sand pumped, 20/40= 152,300#

Total 100 mesh pumped: 18,300#

Pumped R/A Material on this stage - 1.5, R/U E-line, P/up stg #5 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/30/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 4690', with 250 psi, pulled up and perforated stg #5 intervals from 4464' to 4656'. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg#5. - 1, Pressure tested treating iron @ 8430 psi. Stg# 5 of 8, Zone Stg, A-Groover, Mahogany Johnson, B-Groove. Water Temp @ 78 *. Open Well @ 11:30 Hrs. @ 250 psi, 107 Surface and Frac Mandrel, 0 psi, Formation Break Down @ 9.6 bpm, 360 psi. Started on 15%HCL @ 10.3 bpm 689 psi. Total Bbls of 15% HCL Pump 23 bbls. ISIP = 866 psi, .63 Frac Gradient. Started on 3% KCL @ 70.0 bpm @ 2617 psi. Started on X-link / 1# 100-mesh stg @ 70.4 bpm, 2445 psi. Start 1#/ Gal 20/40 Prem White sand, 70.4 bpm, 2748 psi

1# 100 mesh, 70.4 bpm, 2424 psi 1# On perfs bpm 70.4 @ 2261 psi. Seen a 450# pressure drop.

2# 70.4 bpm, 2445 psi 2# On perfs bpm 70.2 @ 2261 psi

3# 70.0 bpm, 2208 psi 3# On perfs bpm 69.9 @ 2190 psi

3.5# 69.9 bpm, 2170 psi 3.5# On perfs bpm 69.0 @ 2174 psi

4# 69.8 bpm, 2170 psi 4# On perfs bpm 69.9 @ 2180 psi

On Flush @, 69.8 bpm, 2119 psi. Final Injection, 72.0 bpm, 2280 psi. ISIP, 1458 psi, 0.76 Frac Gradient. Max Rate 70.8 bpm, Max Pressure 2914 psi. Avg Rate

70.3 bpm, Avg Pressure 2374 psi

Total X-link fluids pumped: 1797 bbls

Total 3% KCL water pumped: 1300 bbls

Total fluid in bbls pumped: 3122 bbls

Total Sand pumped, 20/40 = 164,800#.

Total 100 Mesh 20,200#.

Did not pump any R/A Material on this stage. - 1, R/U E-line, P/up stg #6 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/11/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 4440', with 250 psi, pulled up and perforated stg # 6 intervals from 4254' to 4410'. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg# 6. Shut in Frac tree for the night. - 1.5, Turned well over to flow test crew to watch and monitor well throughout the night. Continued to haul in 3 % KCL and frac sand. Frac tree secured. - 15.5

**#16X-23D-36 BTR 7/9/2011 06:00 - 7/10/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

HES crew arrive @ 05:30. started frac equipment, mix hydro tank, ran QA/QC fluid checks. Safety meeting with frac crew. reviewed yesterday job and issues and discuss today goals and hazards. - 1, Pressure tested treating iron @ 8502 psi. Stg # 6 of 8, Zone Stg, Bed -44 & Mahogany, Water Temp @ 72 * .Open Well @ 07:37 Hrs, @ 80 psi, 113 Surface and Frac Mandrel, 0 psi. Formation Break Down @ 10.0 bpm, 1150 psi. Started on 15%HCL @ 10.0 bpm 1424 psi. Total Bbls of 15% HCL Pump 23 bbls, ISIP = 1173 psi, .71 Frac Gradient. Started on 3% KCL pad @ 69.9 bpm, 2323 psi. Started on X-link / 100 Mesh pad @ 69.9 bpm, 2581 psi. Start 2#/ Gal 20/40 Prem White sand, 69.9 bpm, 2581 psi
 2# 69.9 bpm, 2539 psi 2# On perfs bpm 70.9 @ 2352 psi
 3# 70.9 bpm, 2275 psi 3# On perfs bpm 70.9 @ 2264 psi
 3.5# 70.9 bpm, 2193 psi 3.5# On perfs bpm 70.9 @ 2143 psi
 4# 70.9 bpm, 2133 psi 4# On perfs bpm 70.9 @ 2119 psi
 On Flush @, 73 bpm, 2204 psi. Final Injection, 72.2 bpm, 2278 psi. ISIP, 1428 psi, 0.77 Frac Gradient. Max Rate 71.1 bpm, Max Pressure 2581 psi. Avg Rate 70.1 bpm, Avg Pressure 2324 psi
 Total X-link fluids pumped: 1799 bbls
 Total 3 % KCL water pumped: 1275 bbls
 Total fluid in bbls pumped: 3100 bbls
 Total Sand pumped, 20/40 = 164,900# of Prime White.
 Total 100 Mesh / 20,900#
 R/A material was pumped on this stg. - 1.5, R/U E-line, P/up stg #7 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/30/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 4248', with 850 psi, pulled up and perforated stg # 7 intervals from 4098' to 4226'. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg#7. - 1.5, Pressure tested treating iron @ 8502 psi. Stg # 7 of 8, Zone Stg Bed 44, Water Temp @ 77 *
 Open Well @ 09:54 Hrs, @ 850 psi, 103 Surface and Frac Mandrel, 0 psi. Formation Break Down @ 10 bpm, 988 psi. Started on 15%HCL @ 30 bpm 1570 psi. Total Bbls of 15% HCL Pump 23 bbls.
 ISIP = 1282 psi, .75 Frac Gradient. Started on 3% KCL S/W- pad @ 69.8 bpm, 2290 psi
 Started on X-link /1# 100 mesh pad @ 69.9 bpm, 2399 psi
 2# 70.1 bpm, 2477 psi 2# On perfs bpm 70.0 @ 2537 psi
 3# 70.1 bpm, 2443 psi 3# On perfs bpm 70.0 @ 2240 psi
 3.5# 70.1 bpm, 2236 psi 3.5# On perfs bpm 70.0 @ 2222 psi
 4# 70.0 bpm, 2214 psi 4# On perfs bpm 70.0 @ 2210 psi
 On Flush @, 65 bpm, 2151 psi, Final Injection, 68.8 bpm, 2180 psi, ISIP, 1458 psi, 0.79 Frac Gradient. Max Rate 70.2 bpm, Max Pressure 2557 psi. Avg Rate 69.9 bpm, Avg Pressure 2341 psi
 Total X-link fluids pumped: 1117 bbls
 Total produce water pumped: 1267 bbls
 Total fluid in bbls pumped: 2408 bbls
 Total Sand pumped, 20/40= 101,200# Prem White.
 Total 100 Mesh, 11,500#
 Did not pump any R/A Material on the stg. - 1.5, R/U E-line, P/up stg #8 4.625" Obsidian 9K CBP and Perf guns. Pressure tested lub, RIH to target depth, ran correlation strip from CBL/CCL/GR log reference on 6/30/11. Made depth correction to CCL, drop down to tie in collar, verified CCL was still on depth. Set CBP plug @ 4060', with 1140 psi, pulled up and perforated stg # 8 intervals from 3852' to 4026'. POOH w/ e-line, L/D Spent guns, All shots fired as design. Turned Well over to HES to Frac stg# 8. - 1, Pressure tested treating iron @ 8620 psi. Stg # 8 of 8, Zone Stg Bed, Water Temp @ 77 *
 Open Well @ 12:16 Hrs, @ 1178 psi, 113 Surface and Frac Mandrel, 0 psi. Formation Break Down @ 4.8 bpm, 1177 psi. Started on 15%HCL @ 10 bpm 1197 psi. ISIP = 1140 psi, .74 Frac Gradient
 Total Bbls of 15% HCL Pump 23 bbls. Started on 3% KCL S/W pad @ 70.6 bpm, 2104 psi.
 Started on X-link / 1# 100 Mesh Pad @ 70.1 bpm, 2270 psi
 Start 2#/ Gal 20/40 Prem White sand, 70.0 bpm, 2280 psi
 2# 70.0 bpm, 2218 psi 2# On perfs bpm 70.0 @ 2013 psi
 3# 70.2 bpm, 2214 psi 3# On perfs bpm 70.2 @ 2010 psi
 3.5# 70.2 bpm, 1889 psi 3.5# On perfs bpm 70.2 @ 1870 psi
 4# 70.1 bpm, 1922 psi 4# On perfs bpm 70.2 @ 1935 psi
 On Flush @, 69.6 bpm, 1976 psi. Final Injection, 69.6 bpm, 1998 psi. ISIP, 1205 psi, 0.76 Frac Gradient. Max Rate 70.6 bpm, Max Pressure 2347 psi.. Avg Rate 70.3 bpm, Avg Pressure 2094 psi
 Total X-link fluids pumped: 1331 bbls
 Total 3% KCL water pumped: 1296 bbls
 Total fluid in bbls pumped: 2652 bbls
 Total Sand pumped, 20/40 = 120,340#,
 Total 100 Mesh pumped 13,160.
 R/A was pumped on this stg. - 1.5, Shut in well, post rigged down safety meeting with frac crew. R/D Frac equipment. Water manifold, and water transfer lines. Turned well over to flow back crew. - 3, Open Well with 1020 psi, on a 24/64" Choke, within the first hour the well flowed back 100 bbl, Continued to flow well throughout the night and monitoring pressure each hour.
 As 05:30 flow back 776 bbls of Water and well pressure down to 200 psi. - 13

**#16X-23D-36 BTR 7/10/2011 06:00 - 7/11/2011 06:00**

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

Continued to flow well back to flow back tanks. Well had 200 psi on the casing, Shut in well, R/U hot oiler. Flushed flow back lines and casing with 60 bbl of 120* 3% KCL. - 1, R/U SLB E-line unit, RIH with gauge ring to target depth 3830', POOH G/R, P/up 9k obsidian CBP, Correlated to target depth, drop down and set CBP @ 3820'. Bled off pressure to 0 psi, verified that CBP holding static. POOH with E-line and setting tool, plug held static test. L/D setting tools and R/D SLB and secured frac tree. Continued with prepping location for rig. - 3.5, Moved Frac tanks off location, MIRU Grey Wolf flow back equipment, Set pipe racks and pipe handler. spotted in pump and tanks. - 6, Secured frac tree for the night. - 13.5

#16X-23D-36 BTR 7/11/2011 06:00 - 7/12/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

TRAVEL - 1, MOVR IN R/U
SPOT EQ.
R/U FLOW BACK CREW - 2, N/D FRAC VALVES
N/U BOP & HYDRILL
R/U TUBING EQ.
UNLOAD TUBING & TALLEY - 2, RIH PCKING UP TUBI NG
BIT BIT SUB 1 JT XN NIPPLE 1 JT X NIPPLE

TAG SUB @ 3820
LAY DOWN JT R/U SWIVEL - 3, DRILL KILL PLUG
CONTINUE IN HOLE DRILL PLUGS
KEEP PLUGGING OFF IN FLOW BACK LINES SEEMS TO BE PLUG PART FROM ANITHER WELL
DRILL ALL 8 PLUG AND TO 5340'
CIRCL CLEAN
POOH W/ 10 STAND
SHUT WELL IN
TURN OVER TO FLOW BACK CREW FLOWING BACK 2 BBLS MIN 100 PSI - 7.5, FLOWING BACK - 8.5

#16X-23D-36 BTR 7/12/2011 06:00 - 7/13/2011 06:00

API/UWI	State/Province	County	Field Name	Well Status	Total Depth (ftKB)	Primary Job Type
43013506230000			Black Tail Ridge		5,650.0	Drilling & Completion

Time Log Summary

TRAVEL - 1, RIH W/ 10 STANDS
SWIVEL UP - 1, START CIRC CLEAN OUT TO PBTD
DRILL 20' OF CEMENT - 2, CIRC.WELL FOR 40 MINUTES - 1, R/D SWIVEL
POOH TO XN-PLUG LAY DOWN
DROP BALL
RIH 15' OFF BOTTOM
PUMP BIT OFF @ 1500 PSI - 3, RIH W/ XN PLUG UNABLE TO GET THRU X NIPPLE
POOH RUN BRUSH POOH
RIH W/ PLUG STILL CANT GET THRU X NIPPLE SET PLUG IN X NIPPLE
POOH R/D - 3, POOH W/ 26 JTS PLUG LEAKING TO MUCH TO CONTINUE
SHUT WELL IN FOR NIGHT - 1, TURN OVER TO GREY WOLF - 12

CONFIDENTIAL

Form 3160-4
(August 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

WELL COMPLETION OR RECOMPLETION REPORT AND LOG

5. Lease Serial No.
1420H626156

1a. Type of Well Oil Well Gas Well Dry Other

b. Type of Completion New Well Work Over Deepen Plug Back Diff. Resvr.
Other _____

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

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

4. Location of Well (Report location clearly and in accordance with Federal requirements)*
At surface **SESE 782FSL 814FEL**
At top prod interval reported below **SESE 675FSL 661FEL**
At total depth **SESE 645FSL 634FEL** *OK (Eng. Tech)*

6. If Indian, Allottee or Tribe Name _____

7. Unit or CA Agreement Name and No. _____

8. Lease Name and Well No. **16X-23D-36 BTR**

9. API Well No. **43-013-50623**

10. Field and Pool, or Exploratory **ALTAMONT**

11. Sec., T., R., M., or Block and Survey or Area **Sec 23 T3S R6W Mer UTE**

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

14. Date Spudded **04/19/2011** 15. Date T.D. Reached **06/03/2011** 16. Date Completed **07/15/2011**
 D & A Ready to Prod.

17. Elevations (DF, KB, RT, GL)* **5878 GL**

18. Total Depth: MD **5650** TVD **5639** 19. Plug Back T.D.: MD **5603** TVD **5592** 20. Depth Bridge Plug Set: MD **5603** TVD **5592**

21. Type Electric & Other Mechanical Logs Run (Submit copy of each) **CSNG CBL MD/TEMPERATURE GAMMA RAY SDI/ASN/OL/MSF WITH FREQUENCY PLW ELECTRIC TOOL**

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

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

Hole Size	Size/Grade	Wt. (#/ft.)	Top (MD)	Bottom (MD)	Stage Cementer Depth	No. of Sk. & Type of Cement	Slurry Vol. (BBL)	Cement Top*	Amount Pulled
26.000	16.000 COND	65.0	0	60	60			0	
12.250	9.625 J-55	36.0	0	3035	3030	750	340	0	
8.750	5.500 P-110	17.0	0	5650	5649	600	191	1108	15000

24. Tubing Record

Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)
2.875	3801							

25. Producing Intervals

Formation	Top	Bottom	Perforated Interval	Size	No. Holes	Perf. Status
A) GREEN RIVER	3841	5539	3841 TO 5539	0.440	276	OPEN
B)						
C)						
D)						

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

Depth Interval	Amount and Type of Material
3841 TO 5539	GREEN RIVER

28. Production - Interval A

Date First Produced	Test Date	Hours Tested	Test Production	(%) BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
07/15/2011	07/15/2011	24	→	47.0	43.0	2229.0	52.0		FLOWS FROM WELL
Choke Size	Tbg Press Fwpg	Csg Press	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
38/64	SI	1202.0	→	47	43	2229	915	POW	

28a. Production - Interval B

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

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AUG 30 2011

DIV. OF OIL, GAS & MINING

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

ELECTRONIC SUBMISSION #116527 VERIFIED BY THE BLM WELL INFORMATION SYSTEM

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

28b. Production - Interval C

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

28c. Production - Interval D

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

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

30. Summary of Porous Zones (Include Aquifers):

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

31. Formation (Log) Markers

Formation	Top	Bottom	Descriptions, Contents, etc.	Name	Top
					Meas. Depth
				GREEN RIVER	3653
				MAHOGANY	4347
				R-4	5110
				MAHOGANY- JOHNSON	4525
				B-GROOVE	4607
				L-4	5283
				L-3	5562
				TD	5650

32. Additional remarks (include plugging procedure):

TOC was calculated by CBL. CBL and logs mailed due to file size. First gas sales was on 7/15/2011. Conductor was set with groul.

33. Circle enclosed attachments:

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

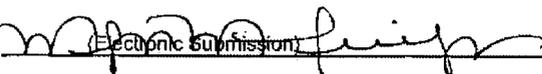
34. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records (see attached instructions):

Electronic Submission #116527 Verified by the BLM Well Information System.
For BILL BARRETT CORPORATION, sent to the Vernal

Name (please print) MEGAN FINNEGAN

Title PERMIT ANALYST

Signature



(Electronic Submission)

Date 08/30/2011

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

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

16X-23D-36 BTR Report Continued*

44. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC. (cont.)			
AMOUNT AND TYPE OF MATERIAL			
<u>Stage</u>	<u>Bbls Slurry</u>	<u>20/40 lbs White Sand</u>	<u>100 Mesh lbs Common White Sand</u>
1	3,148	150,000	19,600
2	3,192	152,400	18,700
3	3,033	140,400	17,200
4	3,155	152,300	18,300
5	3,322	164,800	20,200
6	3,299	164,900	20,900
7	2,530	101,200	11,500
8	2,796	120,340	13,160

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

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DIV. OF OIL, GAS & MINING

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Bill Barrett Corp
Duchesne County, UT (NAD 1927)
Sec. 23-T3S-R6W
16X-23D-36 BTR

Plan A Rev 2

Survey: Sperry MWD Surveys

Sperry Drilling Services Standard Report

23 August, 2011

Well Coordinates: 681,525.21 N, 2,272,837.42 E (40° 12' 01.38" N, 110° 31' 23.57" W)
Ground Level: 5,878.00 ft

Local Coordinate Origin:	Centered on Well 16X-23D-36 BTR
Viewing Datum:	RKB 24' @ 5902.00ft (H&P 319)
TVDs to System:	N
North Reference:	True
Unit System:	API - US Survey Feet - Custom

Geodetic Scale Factor Applied
Version: 2003.16 Build: 431

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AUG 29 2011

DRILLING

HALLIBURTON

HALLIBURTON

Survey Report for 16X-23D-36 BTR - Sperry MWD Surveys

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
0.00	0.000	0.00	0.00	0.00	0.00	0.00	0.00
124.00	0.280	137.49	124.00	-0.22	0.20	0.30	0.23
First Sperry MWD Survey at 124.00 ft							
158.00	0.360	134.56	158.00	-0.36	0.34	0.49	0.24
190.00	0.400	140.09	190.00	-0.52	0.48	0.70	0.17
221.00	0.470	132.84	221.00	-0.69	0.64	0.93	0.29
252.00	0.710	124.46	252.00	-0.88	0.89	1.25	0.82
299.00	1.050	111.56	298.99	-1.20	1.54	1.95	0.83
343.00	1.190	116.53	342.98	-1.56	2.32	2.78	0.39
390.00	1.100	121.81	389.97	-2.01	3.14	3.71	0.29
436.00	1.130	127.52	435.96	-2.52	3.87	4.60	0.25
483.00	1.040	131.90	482.96	-3.09	4.56	5.49	0.26
527.00	1.050	133.41	526.95	-3.63	5.15	6.29	0.07
574.00	1.500	121.89	573.94	-4.25	5.98	7.33	1.10
618.00	1.740	117.79	617.92	-4.87	7.06	8.56	0.61
665.00	1.770	125.65	664.90	-5.62	8.29	9.99	0.52
710.00	1.600	132.84	709.88	-6.46	9.31	11.31	0.60
757.00	1.580	135.99	756.86	-7.37	10.24	12.60	0.19
804.00	1.710	132.07	803.84	-8.30	11.21	13.95	0.37
851.00	1.520	129.81	850.82	-9.17	12.21	15.27	0.43
898.00	1.400	124.95	897.81	-9.90	13.16	16.47	0.37
945.00	1.230	120.37	944.79	-10.48	14.07	17.54	0.42
993.00	1.100	105.09	992.78	-10.87	14.96	18.47	0.70
1,040.00	1.240	99.14	1,039.77	-11.06	15.89	19.33	0.39
1,087.00	1.020	113.67	1,086.76	-11.31	16.78	20.18	0.77
1,134.00	1.310	108.75	1,133.76	-11.65	17.67	21.09	0.65
1,181.00	1.640	105.72	1,180.74	-12.01	18.83	22.22	0.72
1,228.00	2.070	111.48	1,227.71	-12.50	20.26	23.65	1.00
1,276.00	2.320	122.75	1,275.68	-13.34	21.89	25.45	1.04
1,323.00	2.370	132.47	1,322.64	-14.51	23.41	27.36	0.85
1,370.00	2.140	140.91	1,369.60	-15.85	24.68	29.19	0.86
1,417.00	1.950	142.98	1,416.57	-17.17	25.71	30.82	0.43
1,464.00	1.960	145.43	1,463.55	-18.47	26.65	32.36	0.18
1,511.00	2.050	152.83	1,510.52	-19.88	27.49	33.89	0.58
1,558.00	2.130	158.31	1,557.49	-21.44	28.19	35.42	0.46
1,605.00	2.060	163.37	1,604.46	-23.06	28.76	36.86	0.42
1,652.00	1.870	171.35	1,651.43	-24.63	29.12	38.11	0.71
1,699.00	1.730	186.06	1,698.41	-26.09	29.16	39.05	1.02
1,746.00	1.390	205.17	1,745.39	-27.31	28.84	39.56	1.31
1,778.00	1.250	214.70	1,777.38	-27.95	28.48	39.67	0.81
1,809.00	1.040	220.43	1,808.37	-28.44	28.10	39.68	0.77
1,841.00	0.910	226.63	1,840.37	-28.84	27.73	39.63	0.52
1,872.00	0.570	226.23	1,871.37	-29.12	27.44	39.58	1.10
1,903.00	0.200	205.42	1,902.37	-29.27	27.30	39.57	1.26
1,935.00	0.450	97.00	1,934.36	-29.34	27.40	39.69	1.71
1,966.00	0.970	93.06	1,965.36	-29.37	27.79	40.01	1.68
1,998.00	1.580	86.54	1,997.35	-29.35	28.50	40.56	1.96
2,029.00	1.980	89.59	2,028.34	-29.32	29.46	41.29	1.33
2,060.00	1.830	90.60	2,059.32	-29.33	30.49	42.10	0.50
2,092.00	1.750	92.55	2,091.31	-29.35	31.49	42.90	0.31

HALLIBURTON**Survey Report for 16X-23D-36 BTR - Sperry MWD Surveys**

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
2,123.00	1.670	94.97	2,122.29	-29.41	32.41	43.66	0.35
2,155.00	1.690	95.09	2,154.28	-29.50	33.35	44.45	0.06
2,186.00	1.760	91.90	2,185.26	-29.55	34.28	45.22	0.38
2,218.00	1.850	86.60	2,217.25	-29.54	35.28	46.00	0.59
2,249.00	1.880	91.20	2,248.23	-29.52	36.29	46.78	0.49
2,312.00	1.540	90.80	2,311.20	-29.55	38.17	48.27	0.54
2,359.00	1.350	101.28	2,358.19	-29.67	39.35	49.27	0.69
2,406.00	1.120	138.14	2,405.18	-30.12	40.20	50.21	1.72
2,437.00	0.810	163.42	2,436.18	-30.55	40.46	50.69	1.68
2,469.00	0.670	167.37	2,468.17	-30.95	40.57	51.02	0.47
2,500.00	0.690	162.81	2,499.17	-31.31	40.66	51.31	0.19
2,532.00	0.750	185.94	2,531.17	-31.70	40.70	51.59	0.92
2,563.00	0.710	226.69	2,562.17	-32.04	40.54	51.67	1.64
2,595.00	0.620	249.77	2,594.16	-32.23	40.23	51.55	0.88
2,626.00	0.720	281.81	2,625.16	-32.25	39.88	51.28	1.23
2,658.00	1.000	307.48	2,657.16	-32.04	39.46	50.83	1.47
2,689.00	1.280	313.69	2,688.15	-31.63	39.00	50.21	0.99
2,720.00	1.140	315.89	2,719.14	-31.17	38.53	49.56	0.48
2,752.00	0.320	330.53	2,751.14	-30.87	38.27	49.16	2.61
2,783.00	0.680	121.83	2,782.14	-30.89	38.38	49.26	3.14
2,815.00	1.790	127.05	2,814.13	-31.29	38.94	49.95	3.48
2,846.00	2.620	125.67	2,845.11	-32.00	39.90	51.14	2.68
2,877.00	3.120	121.75	2,876.07	-32.85	41.20	52.69	1.73
2,909.00	3.560	119.20	2,908.02	-33.80	42.80	54.54	1.45
2,940.00	4.050	116.68	2,938.95	-34.76	44.62	56.56	1.67
2,966.00	4.460	117.69	2,964.88	-35.64	46.34	58.45	1.60
3,045.00	5.810	121.00	3,043.56	-39.13	52.48	65.44	1.75
3,093.00	7.220	122.31	3,091.25	-41.99	57.12	70.85	2.95
3,125.00	8.190	123.59	3,122.96	-44.32	60.71	75.12	3.08
3,156.00	8.810	125.43	3,153.62	-46.92	64.49	79.69	2.18
3,188.00	8.920	126.49	3,185.23	-49.82	68.48	84.62	0.62
3,219.00	9.240	128.83	3,215.85	-52.81	72.35	89.51	1.58
3,250.00	9.500	128.94	3,246.43	-55.98	76.28	94.56	0.84
3,282.00	9.820	128.59	3,277.98	-59.34	80.47	99.93	1.02
3,313.00	10.360	125.56	3,308.50	-62.61	84.80	105.35	2.44
3,344.00	10.720	121.90	3,338.98	-65.75	89.52	111.00	2.45
3,376.00	10.470	120.96	3,370.43	-68.82	94.54	116.84	0.95
3,407.00	9.840	122.91	3,400.95	-71.71	99.18	122.28	2.31
3,439.00	9.180	125.94	3,432.51	-74.69	103.54	127.55	2.59
3,470.00	8.780	126.65	3,463.13	-77.56	107.44	132.38	1.34
3,502.00	8.960	126.03	3,494.74	-80.48	111.41	137.32	0.64
3,533.00	8.930	124.36	3,525.37	-83.26	115.35	142.13	0.84
3,565.00	8.970	122.28	3,556.98	-85.99	119.51	147.09	1.02
3,596.00	9.020	121.57	3,587.60	-88.56	123.62	151.90	0.39
3,628.00	8.900	120.53	3,619.20	-91.13	127.89	156.85	0.63
3,659.00	8.420	119.85	3,649.85	-93.47	131.93	161.47	1.58
3,691.00	7.800	121.22	3,681.53	-95.77	135.82	165.94	2.03
3,722.00	6.960	122.80	3,712.27	-97.87	139.19	169.90	2.79
3,754.00	6.320	124.05	3,744.06	-99.91	142.28	173.58	2.05
3,785.00	6.010	121.50	3,774.88	-101.71	145.08	176.90	1.33
3,828.00	5.340	120.88	3,817.67	-103.92	148.72	181.12	1.56

HALLIBURTON**Survey Report for 16X-23D-36 BTR - Sperry MWD Surveys**

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
3,888.00	4.600	126.93	3,877.44	-106.80	153.04	186.29	1.51
3,911.00	4.480	128.85	3,900.37	-107.91	154.47	188.11	0.84
3,958.00	4.050	131.78	3,947.24	-110.17	157.14	191.60	1.03
4,005.00	3.470	129.23	3,994.14	-112.18	159.48	194.68	1.28
4,052.00	2.790	123.59	4,041.07	-113.71	161.54	197.25	1.59
4,099.00	2.180	127.52	4,088.03	-114.89	163.20	199.28	1.35
4,146.00	1.900	132.29	4,135.00	-115.95	164.48	200.95	0.70
4,193.00	1.600	128.98	4,181.97	-116.89	165.57	202.38	0.67
4,240.00	1.200	142.92	4,228.96	-117.70	166.38	203.52	1.11
4,288.00	1.020	162.16	4,276.95	-118.50	166.81	204.36	0.86
4,335.00	0.890	168.54	4,323.94	-119.26	167.01	204.98	0.36
4,382.00	1.030	183.86	4,370.94	-120.04	167.05	205.50	0.62
4,446.00	1.010	178.58	4,434.93	-121.18	167.03	206.19	0.15
4,592.00	1.640	189.78	4,580.89	-124.52	166.71	208.01	0.46
4,617.00	1.630	188.87	4,605.88	-125.23	166.59	208.35	0.11
4,665.00	1.690	173.71	4,653.86	-126.60	166.56	209.18	0.92
4,712.00	1.840	160.04	4,700.84	-128.00	166.90	210.31	0.95
4,759.00	1.980	153.60	4,747.81	-129.44	167.52	211.69	0.54
4,806.00	1.740	145.59	4,794.78	-130.76	168.28	213.10	0.75
4,853.00	1.480	122.16	4,841.77	-131.67	169.20	214.39	1.49
4,900.00	1.530	95.75	4,888.75	-132.05	170.33	215.52	1.47
4,948.00	1.450	102.89	4,936.73	-132.25	171.56	216.61	0.42
4,995.00	1.250	109.39	4,983.72	-132.56	172.63	217.63	0.54
5,042.00	1.450	102.57	5,030.71	-132.86	173.69	218.65	0.55
5,058.00	1.390	97.23	5,046.70	-132.92	174.08	219.00	0.91
5,108.00	1.320	114.29	5,096.69	-133.24	175.21	220.08	0.82
5,136.00	1.170	117.88	5,124.68	-133.50	175.76	220.67	0.60
5,183.00	1.020	127.52	5,171.68	-133.98	176.51	221.56	0.50
5,230.00	0.780	140.02	5,218.67	-134.48	177.05	222.29	0.66
5,277.00	0.600	153.44	5,265.67	-134.95	177.36	222.83	0.51
5,325.00	0.410	133.81	5,313.66	-135.29	177.60	223.23	0.53
5,372.00	0.600	104.48	5,360.66	-135.47	177.96	223.62	0.67
5,419.00	0.640	119.95	5,407.66	-135.66	178.43	224.11	0.36
5,466.00	0.620	141.52	5,454.66	-135.99	178.81	224.61	0.50
5,513.00	0.670	102.11	5,501.65	-136.25	179.24	225.11	0.93
5,598.00	0.610	153.35	5,586.65	-136.76	179.93	225.96	0.65
Final Sperry MWD Survey at 5598.00 ft							
5,650.00	0.610	153.35	5,638.65	-137.25	180.18	226.46	0.00
Straight Line Projection to TD at 5650.00 ft							

Survey Annotations

Measured Depth (ft)	Vertical Depth (ft)	Local Coordinates		Comment
		+N/-S (ft)	+E/-W (ft)	
124.00	124.00	-0.22	0.20	First Sperry MWD Survey at 124.00 ft
5,598.00	5,586.65	-136.76	179.93	Final Sperry MWD Survey at 5598.00 ft
5,650.00	5,638.65	-137.25	180.18	Straight Line Projection to TD at 5650.00 ft

HALLIBURTON

Survey Report for 16X-23D-36 BTR - Sperry MWD Surveys

Vertical Section Information

Angle Type	Target	Azimuth (°)	Origin Type	Origin +N/_S (ft)	Origin +E/-W (ft)	Start TVD (ft)
Target	16X-23D-36 BTR Plan A Rev 2 BH Tgt	128.29	Slot	0.00	0.00	0.00

Survey tool program

From (ft)	To (ft)	Survey/Plan	Survey Tool
124.00	5,650.00	Sperry MWD Surveys	MWD

Targets

Target Name - hit/miss target - Shape	Dip Angle (°)	Dip Dir. (°)	TVD (ft)	+N/-S (ft)	+E/-W (ft)	Northing (ft)	Easting (ft)	Latitude	Longitude
16X-23D-36 BTR Pl:	0.00	-0.63	4,008.00	-121.30	153.64	681,405.61	2,272,992.36	40° 12' 0.180 N	110° 31' 21.590 W
- survey misses target center by 10.77ft at 4018.88ft MD (4008.00 TVD, -112.68 N, 160.12 E) - Rectangle (sides W200.00 H150.00 D2,000.00)									
16X-23D-36 BTR Pl:	0.00	-0.63	6,008.00	-121.30	153.64	681,405.61	2,272,992.36	40° 12' 0.180 N	110° 31' 21.590 W
- survey misses target center by 370.65ft at 5650.00ft MD (5638.65 TVD, -137.25 N, 180.18 E) - Point									

North Reference Sheet for Sec. 23-T3S-R6W - 16X-23D-36 BTR - Plan A Rev 2

All data is in US Feet unless otherwise stated. Directions and Coordinates are relative to True North Reference.

Vertical Depths are relative to RKB 24' @ 5902.00ft (H&P 319). Northing and Easting are relative to 16X-23D-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: 0.99991912

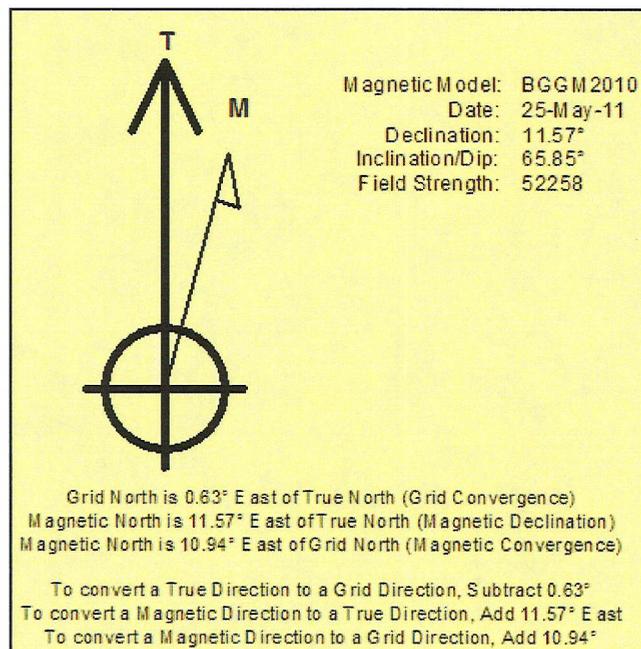
Grid Coordinates of Well: 681,525.21 ft N, 2,272,837.42 ft E

Geographical Coordinates of Well: 40° 12' 01.38" N, 110° 31' 23.57" W

Grid Convergence at Surface is: 0.63°

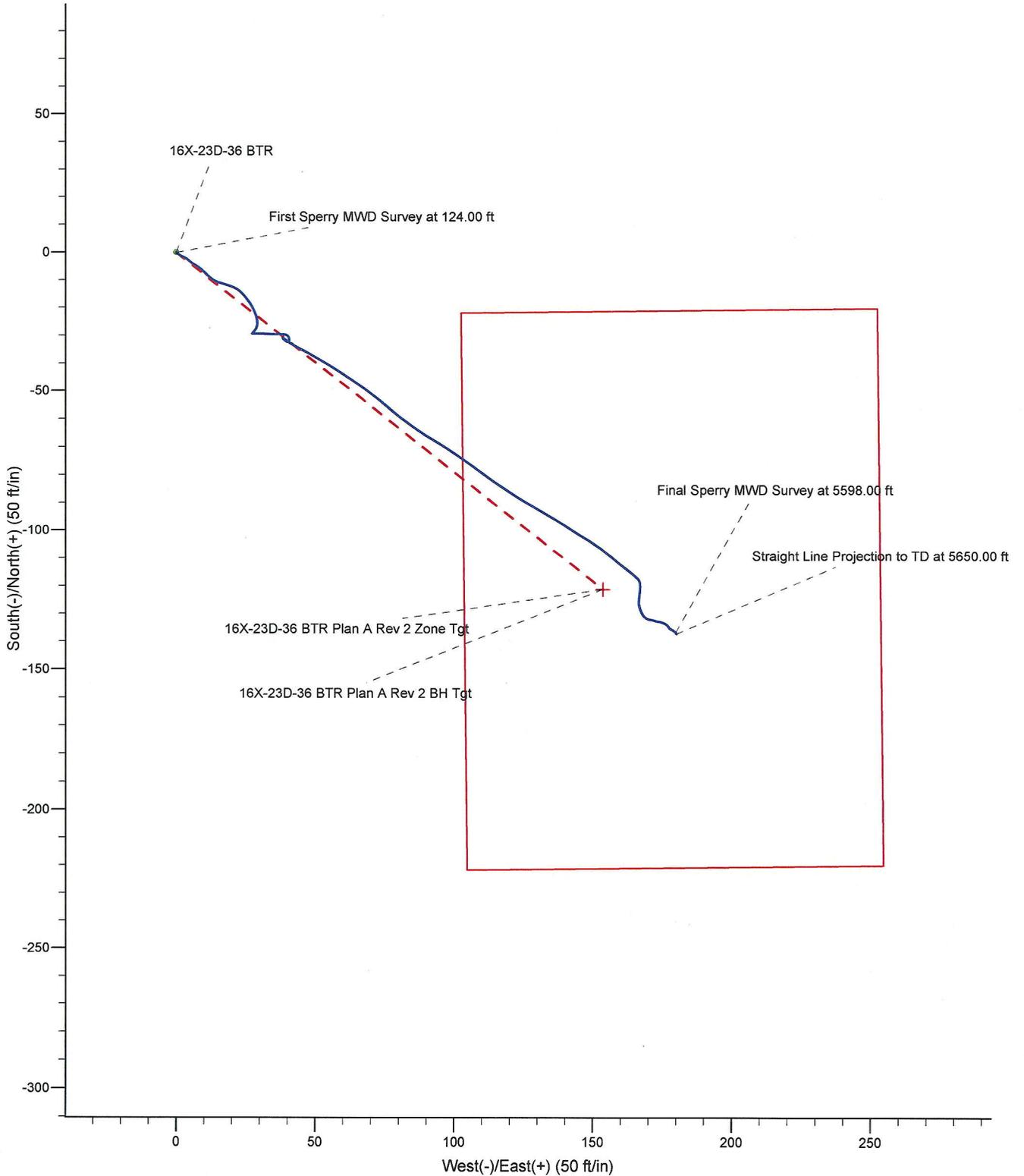
Based upon Minimum Curvature type calculations, at a Measured Depth of 5,650.00ft the Bottom Hole Displacement is 226.50ft in the Direction of 127.30° (True).

Magnetic Convergence at surface is: -10.94° (25 May 2011, , BGGM2010)



LEGEND

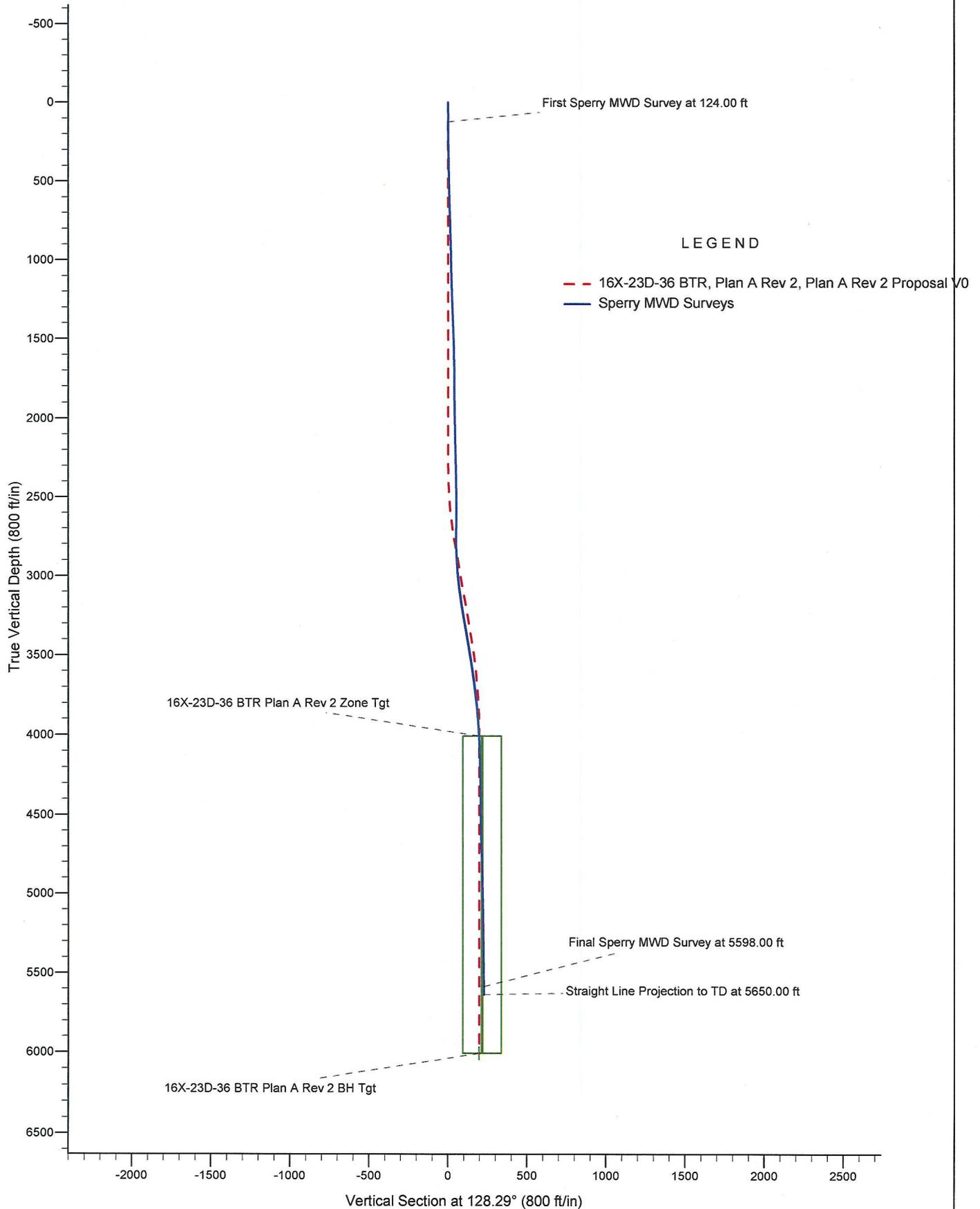
- - - 16X-23D-36 BTR, Plan A Rev 2, Plan A Rev 2 Proposal V0
- Sperry MWD Surveys



Project: Duchesne County, UT (NAD 1927)
Site: Sec. 23-T3S-R6W
Well: 16X-23D-36 BTR

Bill Barrett Corp

HALLIBURTON
Sperry Drilling



STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9	
		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6156	
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE	
		7. UNIT or CA AGREEMENT NAME:	
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: 16X-23D-36 BTR		
2. NAME OF OPERATOR: BILL BARRETT CORP	9. API NUMBER: 43013506230000		
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202	PHONE NUMBER: 303 312-8164 Ext	9. FIELD and POOL or WILDCAT: ALTAMONT	
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0782 FSL 0814 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 23 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE	
		STATE: UTAH	
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA			
TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start: <input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 1/15/2012 <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input checked="" type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. This well had first oil sales on 1/15/2012.			
Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY January 19, 2012			
NAME (PLEASE PRINT) Venessa Langmacher	PHONE NUMBER 303 312-8172	TITLE Senior Permit Analyst	
SIGNATURE N/A		DATE 1/19/2012	

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.		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6156
		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
		7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well		8. WELL NAME and NUMBER: 16X-23D-36 BTR
2. NAME OF OPERATOR: BILL BARRETT CORP		9. API NUMBER: 43013506230000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		9. FIELD and POOL or WILDCAT: ALTAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 0782 FSL 0814 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SESE Section: 23 Township: 03.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
		STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> DEEPEN <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> OPERATOR CHANGE <input checked="" 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"/> WILDCAT WELL DETERMINATION <input type="checkbox"/> OTHER	
<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 7/16/2014		
<input type="checkbox"/> SPUD REPORT Date of Spud:		
<input type="checkbox"/> DRILLING REPORT Report Date:		
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. ATTACHED PLEASE FIND THE PROCEDURES AND CEMENT TICKETS FOR THE PLUGGING OF THIS WELL THAT TOOK PLACE 7/16/14. RESEEDING WILL TAKE PLACE IN THE FALL AND THE EQUIPMENT/FLOWLINES HAVE BEEN REMOVED.		
		Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY July 28, 2014
NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A	DATE 7/23/2014	



PERFORMANCE PROFESSIONALS™

P.O. Box 827 • Vernal, UT 84078
Phone: (435) 789-1735

7492

JOB SUMMARY REPORT

Customer <i>Barrett</i>		Date <i>7-21-14</i>	Ticket Number		
Lease & Well Name <i>16X-73d-36</i>		Sec.	Twp.	Range	County <i>Duchesne</i>

Job Type <i>Plus</i>			Drilling Contractor		
Surface CSG Size	Wt./Grade	Thread	Depth From	To	
Inter CSG Size	Wt./Grade	Thread	Depth From	To	
Prod. CSG Size <i>5 1/2</i>	Wt./Grade	Thread	Depth From <i>0</i>	To <i>25'</i>	
Liner CSG Size	Wt./Grade	Thread	Depth From	To	
TBG or D.P. Size	Wt./Grade	Thread	Depth From	To	

SKS	Materials Furnished	Slurry Wt. P.P.G.	Slurry Yield FT ³	Water Gal./Sk.
<i>20</i>	<i>neat 6" cmt</i>	<i>19.8</i>	<i>1.15</i>	<i>5</i>

Float Equipment

Equipment & Personnel
Pat #121, Jared #69, Wade #8

Notes
mix & pump 20 SKS down 1" pipe cmt to surface started



PERFORMANCE PROFESSIONALS™

P.O. Box 827 • Vernal, UT 84078
Phone: (435) 789-1735

N 7489

Date 7-16-14, 20For BurckLease 16X-730-26

Rig No.

JOB LOG

TIME	DESCRIPTION	RATE	PSI	VOLUME
11:00	on location, safety meeting, rig up			
	test pump & lines			
17:17	Start H ₂ O			
	End	2.4	0	5
12:27	start cont 100 sks @ 15.8 gal			
	End	2.4	0	20.4
12:30	start displacement			
12:36	stop	2.4	0	15
	string out of retainer			
12:36	start displacement			
12:39	End	2.4	0	4
	ROOM			
13:03	start circulation with produced H ₂ O	4	400	
13:25	End	4	350	90
13:25	pressure lost	-	500	-
13:30	End	-	500	-
	ROOM			
13:46	start H ₂ O			
	End	3.5	0	5
13:48	start cont 35 sks @ 15.8 gal			
	End	3.5	0	7.1
13:51	start displacement			
13:55	End	3.5	0	15
	ROOM			
15:30	re-fill hole for perf	3	-	3

Operator [Signature]

Accepted and approved by



PERFORMANCE PROFESSIONALS™

P.O. Box 827 • Vernal, UT 84078
Phone: (435) 789-1735

1-A PI-1 7489

plug - 21

01

JOB SUMMARY REPORT

Customer Barrett		Date 7-16-14	Ticket Number	
Lease & Well Name 16X-23D-26		Sec.	Twp.	Range
Job Type Plug		Drilling Contractor Duchess		

Surface CSG Size	Wt./Grade	Thread	Depth From	To
Inter CSG Size	Wt./Grade	Thread	Depth From	To
Prod. CSG Size	Wt./Grade	Thread	Depth From	To
Liner CSG Size	Wt./Grade	Thread	Depth From	To
TBG or D.P. Size 2 7/8	Wt./Grade	Thread	Depth From 0	To 3500

SKS	Materials Furnished	Slurry Wt. P.P.G.	Slurry Yield FT ³	Water Gal./Sk.
1 st	neat "6" cmt	15.8	1.15	5
2 nd	neat "6" cmt	15.8	1.15	5
3 rd	neat "6" cmt	15.8	1.15	5

Float Equipment

Equipment & Personnel
Pat # 121, Jared # 62, Nate # 2200

Notes
 1st plug set @ 3900'
 2nd plug set @ 3130'
 3rd plug @ surface

001

**16X-23D-36 BTR 7/16/2014 06:00 - 7/17/2014 06:00**

API 43-013-50623	State/Province Utah	County Duchesne	Field Name Black Tail Ridge	Well Status SHUT IN	Total Depth (ftKB) 5,650.0	Primary Job Type Abandon Well
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Time Log

Start Time	Dur (hr)	End Time	Code	Category	Com
06:00	1.00	07:00	GOP	General Operations	TRAVEL STARTED HOTOILING WELL @ 3:00 A.M. PUMP 100 BBLS OF BRINE BY SEVEN
07:00	2.00	09:00	GOP	General Operations	R/U SET LAY DOWN EQ. N/U BOP
09:00	1.00	10:00	PULT	Pull Tubing	POOH W/ 124 JTS
10:00	2.00	12:00	RUTB	Run Tubing	RIH W/ CEMENT RETAINER AND 120 JTS
12:00	1.00	13:00	CEMT	Cement Squeeze	PUMP 70 SACKS OF G 15.8 CEMENT THRU RETAINER STING OUT SPOT 30 SACKS ON TOP OF RETAINER
13:00	1.00	14:00	PULT	Pull Tubing	POOH LAYING DOWN 13 JTS ROLL HOLE IN INHIB. FLUID TEST CASING TO 500 PSI LAY DOWN 9 JTS SPOT 35 SACKS OF CEMENT @ 3126'
14:00	3.00	17:00	PULT	Pull Tubing	POOH LAYING DOWN REST OF TUBING
17:00	1.00	18:00	CTUW	W/L Operation	R/U WIRELINE RIH TO 100' FILL HOLE SHOOT 4 HOLES POOH R/D WIRELINE
18:00	1.00	19:00	CEMT	Cement Squeeze	R/U CEMENTERS PUMP 30 BBLS DOWN CASING @ 1500 PSI 1.9 BBL RATE UNABLE TO GET CIRC. BLM CALLED OFFICE PUMPED 50 SACKS OF CEMENT 1200 PSI SHUT DOWN PRESSURE SHUT WELL IN
19:00	1.00	20:00	GOP	General Operations	R/D EQ, N/D BOP R/D RIG
20:00	10.00	06:00	GOP	General Operations	DOWN TIL MORNING

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

Effective Date: 11/1/2016

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

WELL INFORMATION:

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

OPERATOR CHANGES DOCUMENTATION:

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

REVIEW:

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

NEW OPERATOR BOND VERIFICATION:

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

DATA ENTRY:

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

COMMENTS:

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

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

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

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

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

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

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

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



October 20, 2016

Re: Bill Barrett Corporation Transfer to New Operator

Dear Ms. Medina:

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

New Operator Contact information:

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

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

Sincerely,

Bill Barrett Corporation

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

Brady Riley
Permit Analyst

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

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

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

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

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

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

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

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

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

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

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

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

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

(This space for State use only)

APPROVED

NOV 07 2016

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

Request to Transfer Application or Permit to Drill

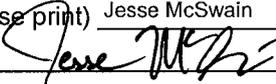
(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

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

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

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

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

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

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

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

UIC FORM 5

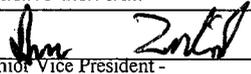
TRANSFER OF AUTHORITY TO INJECT

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

EFFECTIVE DATE OF TRANSFER: 11/1/2016

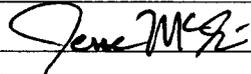
CURRENT OPERATOR

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

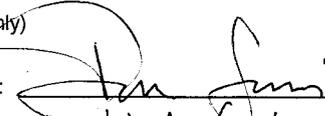
Name: Duane Zavadil
Signature: 
Senior Vice President -
Title: EH&S, Government and Regulatory Affairs
Date: 10/20/16

NEW OPERATOR

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

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

(This space for State use only)

Transfer approved by: 
Title: UIC Geologist

Approval Date: 11/3/16

Comments:

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

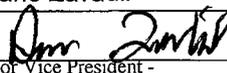
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

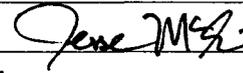
Well Name and Number 16-6D-46 BTR SWD	API Number 4301350781
Location of Well Footage : 0200 FSL 0099 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 6 4S 6W State : UTAH	Field or Unit Name ALTAMONT Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

CURRENT OPERATOR

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

NEW OPERATOR

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

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Transfer approved by: 
Title: VIC

Approval Date: 11/3/16

Comments:

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

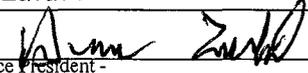
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

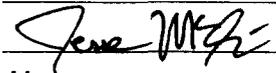
Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well Footage : 0539 FSL 0704 FEL County : DUCHESNE	Field or Unit Name CEDAR RIM
QQ, Section, Township, Range: SESE 9 3S 6W State : UTAH	Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

CURRENT OPERATOR

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

NEW OPERATOR

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

(This space for State use only)

Transfer approved by: _____ Approval Date: _____

Title: _____

Comments:

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