

MEMORANDUM OF
SURFACE DAMAGE AND RELEASE AGREEMENT

IN WITNESS WHEREOF, the undersigned parties do hereby state and affirm that, effective the 17th day of November, 2011, Duane G. Scott, Sr., a single man, individually and as Trustee of the Annie J. Scott Marital Trust, with an address of PO Box 528 Rifle, CO 81650 (collectively "Owner") and Bill Barrett Corporation with an address of 1099 18th Street, Suite 2300, Denver, CO 80202 ("BBC" and "Company") did enter into that certain Surface Damage and Release Agreement covering the following lands:

Township 6 South, Range 92 West, 6th P.M.

Section 25: SESW, S2SE, and that part of the NWSE lying south and east of Divide Creek

Section 36: NENW, N2NE, and a tract in the SWNE bounded as follows:
Beginning at the northeast corner of the SENE; thence south 11-½ rods; thence west to the Penny Irrigating Ditch; thence in a northerly direction along said ditch to the north line of said subdivision; thence east to the point of beginning

Township 6 South, Range 91 West, 6th P.M.

Section 30: Lot 4, sometimes referred to as SWSW

Section 31: Lot 1, sometimes referred to as NWNW

WHEREAS, said Surface Damage and Release Agreement provides for, among other things, the right to enter upon and use the Owner's property for the purpose of accessing wellsites and related facilities and the drilling, completing, producing and operating and re-working of wells and the maintenance of said wells and associated facilities located upon the above described lands of Owner and on third party lands in proximity to the above lands (the "Operations"); and,

WHEREAS, said Surface Damage and Release Agreement also provides for the financial settlement of all damages relative to the normal and customary damages from the Operations; and,

WHEREAS, said Surface Damage and Release Agreement further provides for the waiver by Owner of all thirty (30) day notices as required in association with Applications for a Permit to Drill ("APDs") and as may be required under consultation provisions of the COGCC Rule 305 and 306 and State Statute; and,

WHEREAS, said Surface Damage and Release Agreement, with all of its terms, conditions, covenants and other provisions, is referred to and incorporated into this Memorandum for all purposes; provided, however, that in the event of any conflict

between the terms and provisions of the Surface Damage and Release Agreement and the terms and provisions of this Memorandum, the terms and provisions of the Surface Damage and Release Agreement shall control.

NOW THEREFORE, this Memorandum is placed of record for the purpose of giving notice of the existence of said Surface Damage and Release Agreement in the public records of Garfield County, Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of November, 2011.

OWNER(s)

BILL BARRETT CORPORATION

By: Duane G Scott Sr

Duane G. Scott, Sr., Individually

By: _____

Name: Huntington T. Walker

Title: Senior Vice President – Land

By: Duane G Scott Sr

Duane G. Scott, Sr., Trustee of the
Annie J. Scott Marital Trust

ACKNOWLEDGEMENTS

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

On this _____ day of _____ 2011, before me personally appeared Huntington T. Walker, known to me to be the Senior Vice President – Land of BILL BARRETT CORPORATION and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: _____

Notary Public: _____

[illegible]

On this 17th day of November, 2011, before me, the undersigned Notary Public, personally appeared Duane G. Scott, Sr., known to me, and who executed the above and foregoing Surface Damage Agreement as Owner, both individually and in his capacity as Trustee of the Annie J. Scott Marital Trust, and acknowledged that he executed such as his free and voluntary act and deed, for the uses and purposes therein set forth.

My Commission Expires: 3/1/14

Notary Public:

