

SURFACE DAMAGE AND RELEASE AGREEMENT

This Surface Damage and Release Agreement (this "Agreement") is made and entered into this 17th day of November, 2011, by and between 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 ("Owner") and Bill Barrett Corporation with an address of 1099 18th Street, Suite 2300, Denver, CO 80202 ("BBC" and "Company").

Whereas, BBC or an affiliate has the right to drill one or more oil and gas wells (the "Well(s)") on the Lands (the "Subject Lands") in Garfield County, Colorado, described below:

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









10. Owner hereby agrees to waive all thirty (30) day notices as required by statute or by the COGCC for issuing APDs and as may be required under provisions of COGCC Rule 305. Said agreement further provides that the provisions of Rule 306.a. "Consultation with surface owner" have been met and/or waived.

11. Owner acknowledges and agrees that Company has consulted in good faith with Owner as to its proposed Operations, in accordance with COGCC requirements, or hereby waives such requirements. Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement, including, but not limited to, setbacks for high density areas and surface lot lines. Owner hereby waives the pad restriction of COGCC Order Numbers 191-8 and 191-10 and hereby consents to the request for a variance in said COGCC Orders for the purpose of allowing a maximum of two drilling pads (or a portion thereof) to be located in Lot 4 of Section 30, T6S, R91W and in the NENE of Section 36, T6S, R92W. Owner hereby waives any right to appeal COGCC issuance of drilling permits, including COGCC conditions of approval of Company's applications for such permits.





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: Huntington T Walker
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

