

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

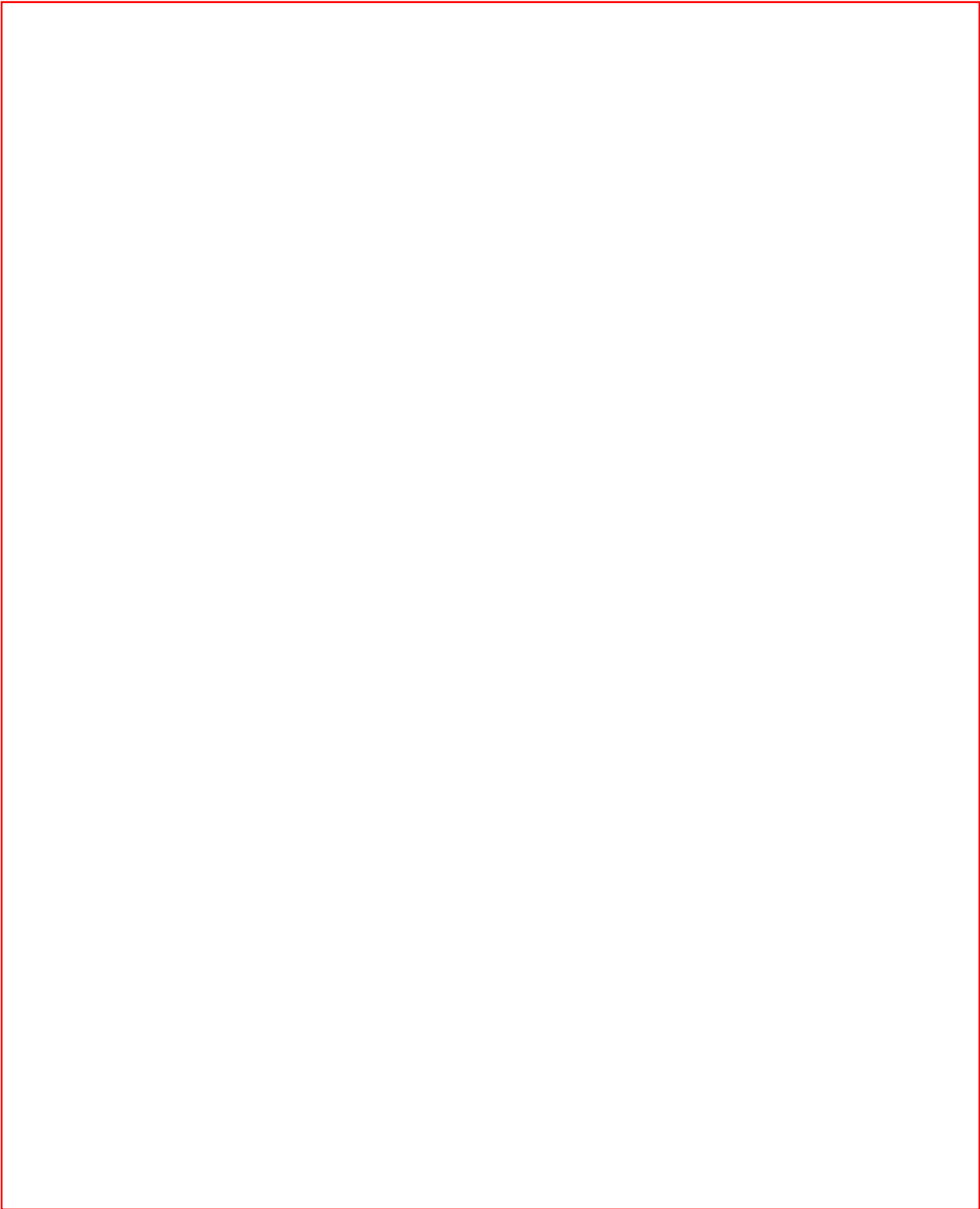
Section 36: NENW, N2NE, and a tract in the SWNE bounded as follows:

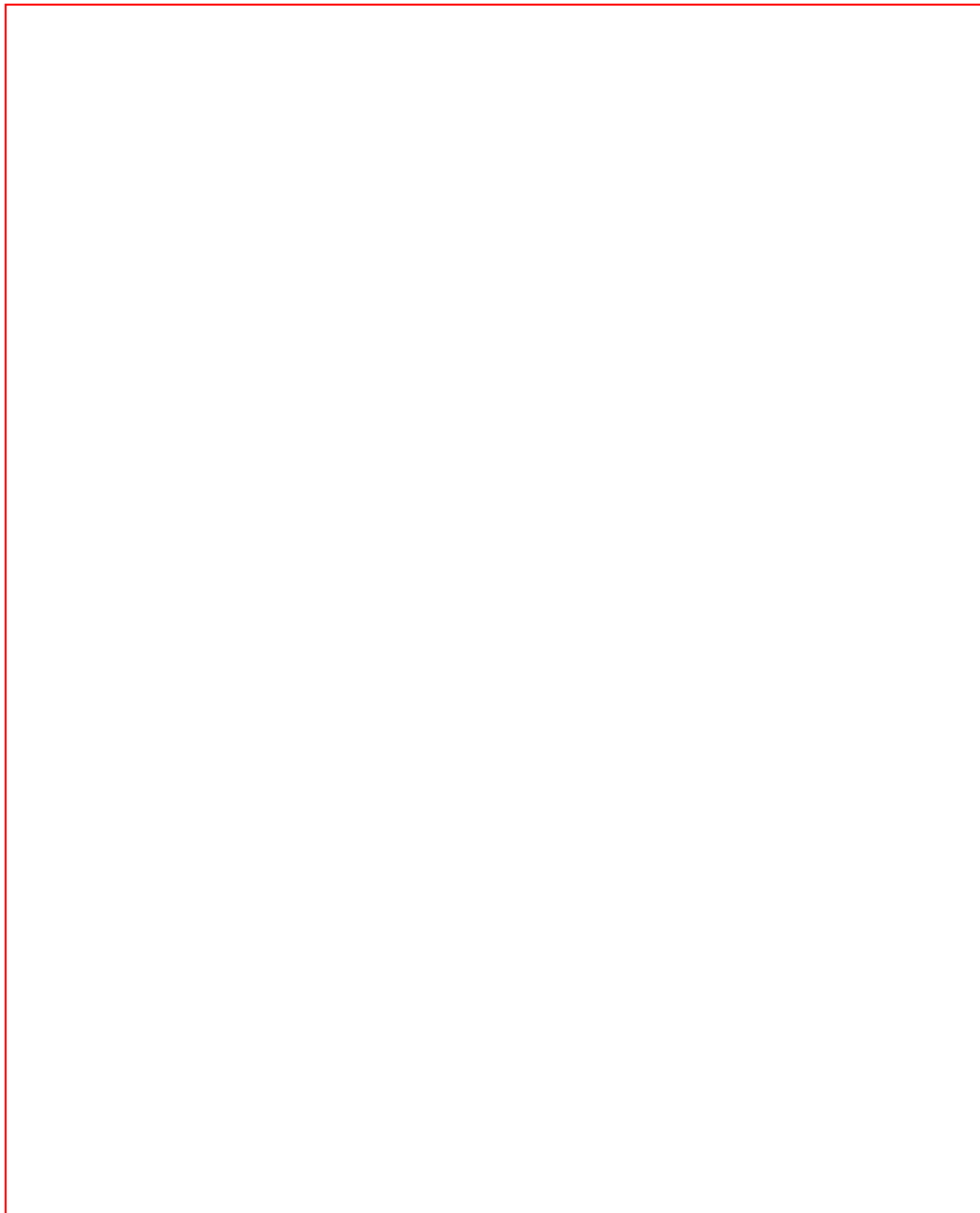
Beginning at the northeast corner of the SENE; thence south 11-½ rods; thence west to the Penny Irrigating Ditch; thence in a northerly direction along said ditch to the north line of said subdivision; thence east to the point of beginning

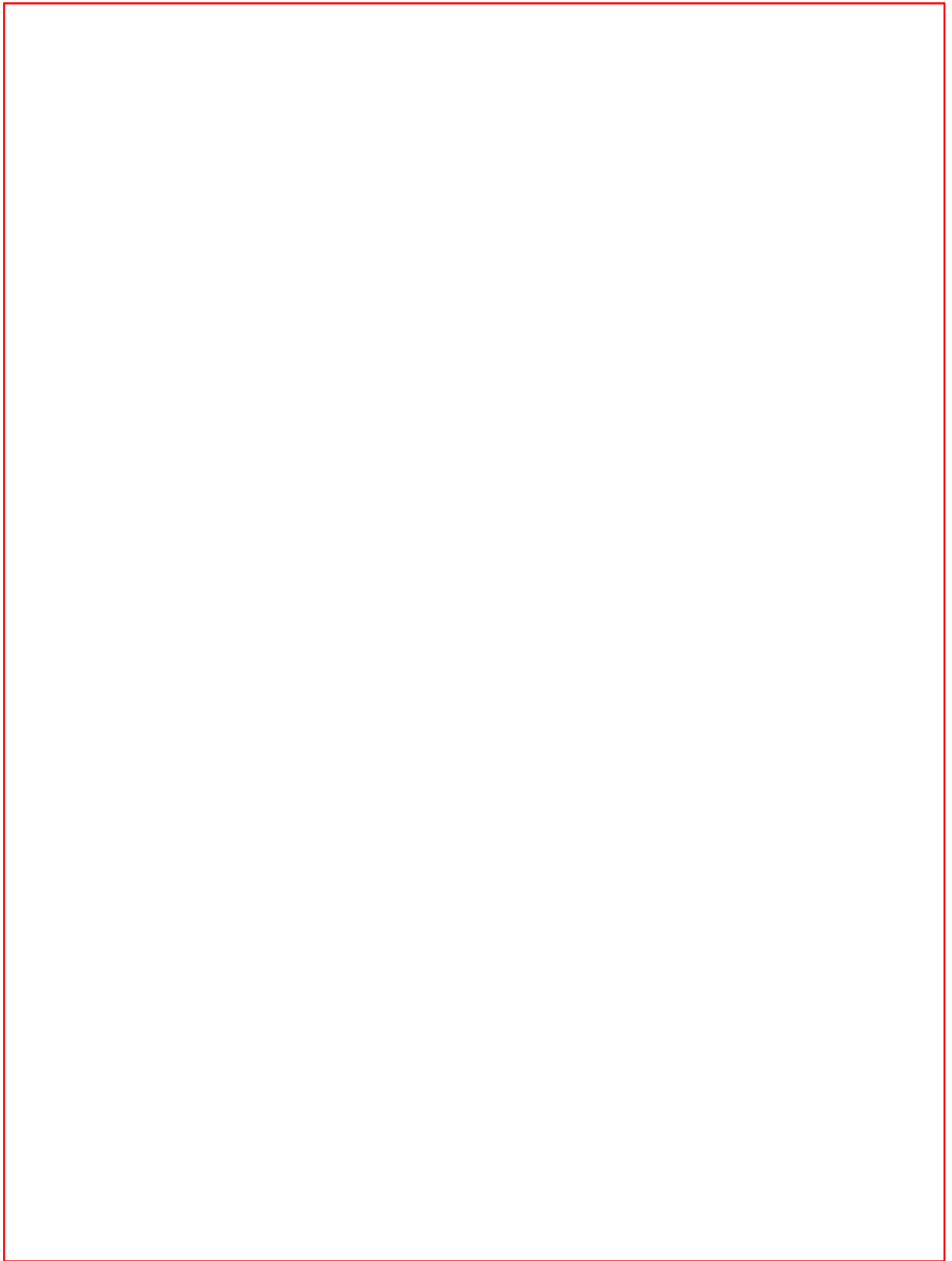
Township 6 South, Range 91 West, 6th P.M.


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)

By: Duane G Scott SR
Duane G. Scott, Sr., Individually

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

BILL BARRETT CORPORATION

By: Huntington T Walker
Name: Huntington T. Walker
Title: Senior Vice President – Land

ACKNOWLEDGEMENTS

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

On this 5th day of December 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: 8-11-2014



My Commission Expires 08/11/2014

Notary Public: *Matthew Mulverhill*

Address: Denver, CO

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

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: *Jeff Fandrich*