

**MEMORANDUM OF  
SURFACE USE AGREEMENT**

WHEREAS on the date notarized as referenced below and effective the 25<sup>th</sup> day of May, 2008, **Miller Land & Cattle Company**, ("Owner") entered into a Surface Damage and Release Agreement with **Bill Barrett Corporation**, ("Operator"), covering the below described lands in Garfield County, Colorado ("Surface Use Agreement").

Township 6 South, Range 91 West, 6th P.M.  
Section 31: S2NE, S2NW, W2SW, SE  
Section 32: SW

Township 6 South, Range 92 West, 6th P.M.  
Section 35: SENE, E2SE  
Section 36: S2N2, S2

Township 7 South Range 91 West, 6th P.M.  
Section 5: Lot 4, S/2SW/4  
Section 6: Lots 1,2,4,5, SESW, SWSE

Township 7 South Range 92 West, 6th P.M.  
Section 1: Lot 1, E2E2SE

**WHEREAS** said Surface Use 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, maintaining and operating said well and associated facilities upon the above described lands of Owner, and said Surface Use Agreement sets forth payment of specific amounts to cover damages resulting from the construction, use and maintenance of the well site location(s); and,

**WHEREAS**, Said Surface Use Agreement further provides for the waiver by Owner of all thirty (30) day notices as required by the COGCC for ensuing APDs and as may be required under consultation provisions of the COGCC Rule 305 and 306; and,

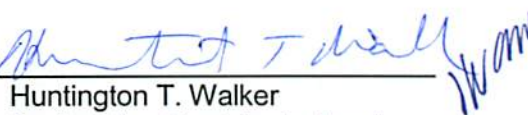
**WHEREAS**, Said Surface Use Agreement, with all of its terms, conditions, covenants and other provisions, is referred to and incorporated into this Memorandum for all purposes; provided, however, that in the event of any conflict between the terms and provisions of the Surface Use Agreement and the terms and provisions of this Memorandum, the terms and provisions of the Surface Use Agreement shall control.

**NOW THEREFORE** this Memorandum is placed of record for the purpose of giving notice of the Surface Damage and Release Agreement.

**Owner:**  
Miller Land & Cattle Company

**Operator:**  
Bill Barrett Corporation

By:   
Ruth Miller

By:   
Huntington T. Walker  
Senior Vice-President – Land

**ACKNOWLEDGEMENTS  
TO  
MEMORANDUM OF SURFACE USE AGREEMENT**

STATE OF COLORADO                     )  
  ) ss.  
COUNTY OF MESA                     )

On this 5th day of June 2008, before me personally appeared Ruth Miller as President of Miller Land & Cattle Company, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she executed the same.

Witness my hand and seal.

02/22/2012  
My Commission Expires

*Sheryl Jack*  
Notary Public



State of Colorado                     )  
  ) ss  
City & County of Denver                     )

On this 20th day of May, 2008, before me personally appeared Huntington T. Walker as Senior Vice-President - Land of Bill Barrett Corporation known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

Witness my hand and seal.

5-10-09  
My Commission Expires

*Shanda Barker*  
Notary Public



My Commission Expires May 20, 2009

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is effective the 25<sup>th</sup> day of May, 2008, between Miller Land & Cattle Company, a Colorado corporation, whose address is 7121 County Road 311, New Castle, Colorado 81647 ("Owner"), and Bill Barrett Corporation, a Delaware corporation, whose address is 1099 18th Street, Suite 2300, Denver, Colorado 80202 ("Operator").

### RECITALS

A. Owner owns the surface of the real property in Garfield County, Colorado (the "Property"), legally described as:

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

Section 31: S2NE, S2NW, W2SW, SE  
Section 32: SW

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

Section 35: SENE, E2SE  
Section 36: S2N2, S2

Township 7 South Range 91 West, 6th P.M.

Section 5: Lot 4, S/2SW/4  
Section 6: Lots 1,2,4,5, SESW, SWSE

Township 7 South Range 92 West, 6th P.M.

Section 1: Lot 1, E2E2SE

B. Operator is the owner/operator of a working interest in oil and gas leases ("Leases") granting Operator certain rights to minerals beneath the surface of the Property and adjacent properties.

C. Operator wishes to construct new surface drilling locations on which it intends to drill multiple Wells on the Property for the extraction of the minerals described in the Lease.

D. Owner and Operator wish to memorialize the terms of their agreement concerning the payment for damages to the surface of the Property in connection with the construction of Well Pads and the drilling, completion, re-completion, reworking, re-entry, production, maintenance and operation of the Wells on such Well Pads, for the construction, maintenance and use of roads and pipelines located on the Property to service such Wells and Well Pads, and for the granting of easements for the construction and use of such roads and pipelines.

## TERMS

THEREFORE, in consideration of the mutual covenants in this Agreement, and Operator's agreement to pay the damages described in this Agreement, the parties agree as follows:

1. Well Pads and Wells. For purposes of this Agreement, the term "Well Pad" shall mean those areas shown on the map attached to this Agreement as Exhibit A, designated by numbers and containing representations of wellheads and surface facilities for Wells. The term "Wells" shall mean a well and the accompanying wellbore (either vertically or directionally drilled from a Well Pad) for the production of oil and gas, and all associated casing and wellhead equipment, each of which is listed and described in the spreadsheet attached to this Agreement as Exhibit B.

1.1. Operator may construct Well Pads for drilling, completion, re-completion, reworking, re-entry, production, maintenance and operation of Wells on the Property at the locations depicted and numbered on Exhibit A. There shall be no more than sixteen (16) Wells on any Well Pad, and no Well Pad shall be greater than seven (7) acres in size; provided, however, that a Well Pad may be increased to a maximum of nine (9) acres by payment of an additional damage consideration to Owner of \$10,000.00 per net acre of increase beyond the base size of seven (7) acres ("Excess Pad Payment"), such payment to be prorated in proportion to any fractional increase over seven (7) acres. For example, if a Well Pad contained twelve (12) Wells and Operator required a Well Pad size of eight and one-half (8½) acres, the damage consideration due Owner would be \$81,000.00 (\$5500.00 x 12 + \$10,000.00 x 1.5). Notwithstanding the Excess Pad Payment option described in this subsection 1.1, in no event shall Well Pad Number 2 be expanded into Owner's cultivated fields.

1.2. Approximately one-half of Well Pad Number 5 shall be located on the Property, with the other half being located on a third-party's lands. Owner and Operator therefore agree that payments due Owner for the Wells drilled from Well Pad Number 5 shall be divided pro rata between Owner and the third-party, based on the proportion of the Well Pad remaining on each party's lands after initial reclamation. For example, if 50% of the Well Pad after initial reclamation is located on the Property and the remaining 50% is located on the third-party's lands, Owner would be paid \$2,750.00 per Well. Operator shall pay Owner for such Wells upon Operator's determination of the final dimensions of the Well Pad after initial reclamation.

1.3. Upon execution of this Agreement, Operator shall pay Owner \$539,000.00, as set forth in Exhibit B, which is calculated by multiplying ninety-eight (98) Wells on Well Pads located entirely on the Property by \$5,500.00 per Well. Operator shall pay Owner for the Wells on Well Pad Number 5 in accordance with subsection 1.2. In the event an Excess Pad Payment becomes due, Operator shall deliver to Owner such Excess Pad Payment upon completion of construction of the Well Pad. Except as otherwise provided in this Agreement, such payment shall constitute payment in full by Operator for all damages to the Property associated with the drilling, construction, completion, re-completion, reworking, reentry, production, operation and maintenance of the Well Pads and Wells.

1.4. For the consideration described in subsection 1.3, Owner grants to Operator, its successors and assigns, an easement to use the Well Pads to drill such of those Wells depicted on Exhibit A as may have bottomhole locations outside of the boundaries of the Property. This easement shall exist as long as this Agreement is in effect. The grant of this easement does not amend the Lease or Leases between Operator and Owner.

1.5. Operator shall provide written notice to Owner two (2) weeks prior to commencing construction of a Well Pad. Operator shall use its best efforts to make all Well Pads as small as operational and safety requirements will allow, and to reduce the size of Well Pads after initial reclamation to the minimum area needed for safe and efficient operation of the producing Wells on each Well Pad, but in no event more than two (2) acres in size (including any cuts and fills) after initial reclamation.

1.6. Operator shall drill the Wells with due diligence, in a prudent and workmanlike manner and in accordance with good oilfield practice.

1.7. The slope of a Well Pad to any ditch, road, fence, or other improvement shall be no greater than 2:1.

1.8. All reasonably available noise reduction and air quality controls shall be utilized during the drilling process and during operations thereafter. Noise levels shall not exceed COGCC regulations, including during the flaring of gas.

1.9. All above-ground, permanent structures on the Well Pads and above-ground pipeline structures shall be painted with appropriate earth-tone colors to blend with the surrounding landscape. Operator shall use best efforts to minimize disturbances to existing trees and vegetation near the Well Pads.

1.10. All drilling fluids and mud shall be handled in accordance with COGCC regulations. No off-site fluids, mud, soil, or other substances shall be deposited on the Property.

1.11. Each Well Pad shall be fenced during construction and at all times thereafter with five-strand barb wire fencing to a height of not less than forty-two (42) inches, unless in Owner's sole discretion Owner's fencing provides the necessary protection during construction and drilling. After initial reclamation Operator shall install fencing around the remaining portion of the Well Pad still utilized by Operator, if requested by Owner.

1.12. Any irrigation or tail water ditch or pipe located within a Well Pad shall be left intact or rerouted to a location approved by Owner so that the delivery of water on the Property is not disrupted. Operator shall be responsible for any repair and/or maintenance of any irrigation ditch or pipe located within a Well Pad.

1.13. No debris, slash, or other materials, except for gas flaring, shall be burned on the Property, nor shall such materials be buried on the Property, without the express written consent of Owner, which consent may be conditioned or denied in Owner's sole discretion.

1.14. No open pit mining shall be permitted on the Property. Well Pads shall be kept safe and in good order, and shall at all times be kept free from litter and debris. Operator shall utilize electronic field monitor devices on all Wells.

1.15. Reserve or drilling pits used on the Property, if any, shall be plastic lined during drilling and completion operations. Excavated material shall be replaced in accordance with COGCC regulations after finalization of completion operations.

1.16. Except during drilling and completion operations, the gates on the roads accessing the Property shall be locked at all times. Even during drilling and completion operations, all gates shall remain closed, unless Operator posts a gate guard to prevent trespass and to prevent cattle from escaping. Operator shall install a gate, an electronic "swipe card" lock, and a cattle guard at the locations depicted on Exhibit A. A "Private Property" sign shall be erected at or on each such gate that lists the use prohibitions set forth in the first sentence of subsection 9.6. Magnesium chloride shall be applied to the roads near hay fields, hay stacks, barns, corrals and residences during drilling and reworking operations when requested by Owner, up to a maximum of four (4) times per year during operations.

1.17. Operator may construct Well Pads and drill Wells in any order, provided, however, that Well Pad Number 9 shall be the last Well Pad constructed. Notwithstanding anything in this Agreement to the contrary, all drilling and completion activities in the Mancos Formation (which lies directly below the Williams Fork Formation) and all shallower formations shall be completed by December 31, 2015.

1.18. Wells listed on Exhibit B will be drilled to, completed in, and produce from intervals in the Mancos Formation or shallower formations from the same wellbore. Operator may recomplete the Wells as needed. If Operator seeks to deepen a Well in the same wellbore, it shall provide notice of such proposed activity to Owner a minimum of thirty (30) days prior to submitting applications to the COGCC for such activity. If Operator seeks to drill new Wells into formations deeper than the Mancos Formation, such drilling shall be done only from the Well Pads, in which case Operator shall provide notice of such activity to Owner a minimum of thirty (30) days prior to submitting applications to the COGCC for such activity. Operator shall pay Owner for each such Well drilled into deeper formations at the rate of \$5,500.00 per Well, which amount shall be increased 1.5% annually beginning in 2009.

## 2. Access and Pipelines.

2.1. Roads. Operator shall use existing roads or may construct new roads across the Property to the Well Pads, at the locations depicted on Exhibit A, for ingress and egress by Operator and its employees, contractors, sub-contractors, agents and business invitees. The roads shall be approximately thirty (30) feet in width, being fifteen (15) feet on each side of the centerline of the roads, as depicted on Exhibit A. As consideration for damages to the surface of the Property caused by installation of the new roads, prior to road construction Operator shall pay Owner a one-time payment of \$3.00 per linear foot of new roadway built on the Property. If

new roads are located in rights-of-way that are also being used for new pipeline rights-of-way, Operator's obligation to pay for rights-of-way shall be satisfied by the payment for either road rights-of-way or pipeline rights-of-way, but the obligation to pay shall not be cumulative.

2.2. Pipelines. To the extent technically feasible, such feasibility to be determined in Operator's reasonable discretion, Operator shall use existing pipelines on the Property for the transportation of oil, gas, petroleum products, water, and any other substances recovered during oil and gas production, whether fluid or solid, any products and derivatives of any of those substances, and any combinations and mixtures of any of those substances. Operator may also construct new pipelines to service the Well Pads at the locations depicted on Exhibit A, and use fifteen (15) feet on each side of the centerline of such pipelines for the installation and maintenance of the pipelines. Operator may lay additional pipelines outside of those shown on Exhibit A if required by operational necessity that arises after the execution of this Agreement. In the event such necessity arises, Operator shall consult with Owner concerning the necessity and location of such additional pipelines. Operator shall obtain the consent of Owner to the construction of any such additional pipelines before undertaking any activity more intrusive than surveying the route of potential new pipelines. On a showing by Operator of operational necessity, such consent shall not be unreasonably withheld. As consideration for damage to the surface of the Property caused by the installation of any new pipelines constructed outside of an existing right-of-way, prior to installation Operator shall pay Owner a one-time payment of \$3.00 per linear foot of such new pipeline right-of-way. If new pipelines are located in rights-of-way that are also being used for new roadway rights-of-way, Operator's obligation to pay for rights-of-way shall be satisfied by the payment for either road rights-of-way or pipeline rights-of-way, but the obligation to pay shall not be cumulative.

2.3. Construction.

2.3.1. Operator shall provide written notice to Owner two (2) weeks prior to any construction under this Section 2.

2.3.2. The roads to be built under this Agreement shall be constructed in accordance with the standards of BLM Resource Roads, as described in "Surface Operating Standards for Oil and Gas Exploration and Development," 3<sup>rd</sup> Edition, Prepared by BLM/FS Rocky Mountain Regional Coordinating Committee, to the extent any such standard does not contradict a specific guideline or specification set forth in this Agreement.

2.3.3. Operator shall bury any pipeline constructed and installed on the Property at a depth not less than forty-two (42) inches where impenetrable rock is not encountered, and as deeply as possible where such rock is encountered, but in no event above the surface of the Property. All pipelines shall be installed so that they can be detected using a commonly available metal detector.

2.3.4. Operator shall immediately notify Owner of any fence on or enclosing the Property that is damaged or temporarily taken down during any construction on or use of

any road or pipeline, and shall repair such fence within twenty-four (24) hours of the time such fence is damaged or taken down. Any fence to be cut shall be H-braced and dead-manned prior to being cut. If Operator fails to repair any fence within twenty-four (24) hours as required by this subsection 2.3.4, Owner may arrange for its repair and may invoice Operator for the actual cost of such repair.

2.3.5. During construction of new roads, culverts shall be installed at ditch and drainage crossings when requested by Owner where roads cross such ditches or drainages, and shall be sized to prevent obstruction to the free flow of the volumes of water being carried, inclusive of flood stages. Except as provided in subsection 2.4.1, Operator has no duty or obligation to improve existing roads, bridges or culverts. Operator shall take reasonable measures to protect all water sources and conveyance structures, including but not limited to the natural flow of creeks, wells and ditches, from all operational activities and shall immediately remedy any diversion, curtailment or blockage of water flows or contamination of water sources.

2.3.6. During construction of the roads and/or any pipelines and at all times thereafter, Operator shall minimize disruption of, or interference with, any ranching, agriculture, or other operations conducted on the Property now or in the future.

2.3.7. Promptly after construction of roads and pipelines, Operator shall restore any affected area to its pre-construction condition and re-vegetate all such areas with site-appropriate native vegetation and grasses. Unless agreed otherwise in writing with Owner, promptly following termination of this Agreement, Operator shall reclaim and restore any area where roads or pipelines were constructed to its pre-construction condition, and re-vegetate the reclaimed area with site-appropriate native vegetation and grasses as more fully provided in Section 5.

2.3.8. As soon as practicable following completion of construction of roads and pipelines, Operator shall, at its sole expense, survey the actual location of completed roads and pipelines and provide Owner with a copy of such survey.

## 2.4. Operation.

2.4.1. The roads used by Operator on the Property shall at all times be properly graded, drained, graveled, and maintained by Operator from commencement of operations through final reclamation of the Well Pads or termination of this Agreement. Further, Operator shall keep roads in good order, at all times free from litter and debris.

2.4.2. Operator shall abide by a 15 m.p.h. speed limit at all times.

2.4.3. Owner shall not, during the term of this Agreement, create or construct, or permit to be created or constructed, any facility, obstruction, pond, or other improvement on or over the roads or pipelines.

2.4.4. Owner shall have the right to relocate roads to accommodate its uses of the Property, provided that such road relocation does not impose an unreasonable burden on Operator. Any relocated road shall be of similar utility, and all costs associated with such relocation, other than routine maintenance, shall be at Owner's expense.

2.4.5. Operator, its agents, designees, assignees and successors-in-interest shall, in connection with the use of the roads and pipelines, comply with all applicable federal, state and local laws, rules and regulations applicable to Operator's use of the roads and pipelines, including, by way of example and not limitation, the common law and all other laws designed to protect the environment and public health or welfare.

2.4.6. The roads and pipelines covered by this Agreement shall be for the private use of Operator, its agents, employees, contractors, and subcontractors only, with no right of use by the public, or for access by the public to other lands. Owner reserves the right to use roads for any purpose that does not unreasonably interfere with Operator's operations.

2.5. Well Pad Numbers 2 and 3 Access Road. Notwithstanding anything in this Agreement to the contrary, including the road and pipeline routes depicted on Exhibit A, the road and pipeline routes along the northern boundary of the Property in Section 36, Township 6 South, Range 92 West, 6<sup>th</sup> P.M., shall be located entirely within the Garfield County road right-of-way until such routes depart almost due south to Well Pad Numbers 2 and 3, respectively. Owner shall not hinder or otherwise oppose Operator in any way in acquiring the right to use such road right-of-way for such purposes and such other permissions as the County may require.

3. Weed Control. Operator shall be responsible for controlling all noxious weeds on the Well Pads, roads and any areas disturbed by the installation or maintenance of the pipelines. Operator shall also be responsible for preventing such noxious weeds from spreading to any lands adjacent to those areas.

3.1. Adjacent Areas. In the event noxious weeds spread to areas adjacent to any of the Well Pads, roads or areas disturbed by the installation or maintenance of the pipelines, Operator shall be responsible for controlling the noxious weeds on those lands as well, provided that such adjacent areas were free of such noxious weeds prior to the construction or expansion of the Well Pads, roads or pipelines, as the case may be. If the adjacent areas of the Property were not free of such noxious weeds prior to such construction or expansion, Operator's responsibility shall be limited to reasonable control of such noxious weeds only on the lands that comprise the Well Pads, roads and areas disturbed by the installation or maintenance of the pipelines.

3.2. Notification. If Operator locates, or Owner notifies Operator in writing of the location of, noxious weeds on any area subject to this Section 3, Operator shall implement control procedures before the noxious weeds go to seed.

3.3. Term of Responsibility. Operator's responsibility for noxious weed control under this Section 3 shall be ongoing and shall continue even after final reclamation, until the first to

occur of (i) Owner providing Operator with a written release of Operator's further obligation to control noxious weeds on the Property, or (ii) one (1) year has passed since either the last Well was plugged and abandoned or the termination of this Agreement, as the case may be.

4. Erosion Control. Operator shall be responsible for controlling all erosion of soils at the Well Pads, roads and pipelines, and on areas adjacent to the Property that is caused by the activities of Operator or its employees, contractors, sub-contractors, agents or business invitees. Such erosion control shall include, without limitation, recontouring, reseeding and re-vegetating such lands and restoring any reservoirs or waterways to their previous quality and capacity. Operator's responsibility for erosion control pursuant to this Section 4 shall be ongoing and shall continue even after termination of Operator's use of a Well Pad, road or pipeline, until (i) such time as Owner provides Operator with a written release of Operator's further obligation to control erosion on the Property (which written release shall not be unreasonably withheld), or (ii) one (1) year has passed since either the last Well was plugged and abandoned or the termination of this Agreement, as the case may be.

5. Reclamation.

5.1. Initial Reclamation. Within three (3) months after the last Well is completed on a Well Pad, weather and growing season permitting, but in no event more than two (2) years after initial disturbance to a Well Pad, road, or pipeline, except for areas required for current operations such as roads, the wellheads, permanent facilities, and room for future workover operations, Operator shall begin interim reclamation activities intended to restore all areas disturbed in connection with that Well Pad, road or pipeline, in accordance with this subsection 5.1. Such restoration shall commence as soon as practicable and, weather permitting, following completion of the Wells and establishment of equipment on such Well Pad, or completion of a road or pipeline, as the case may be.

5.1.1. Operator shall submit copies of a site-specific reclamation plan along with copies of each approved Application for Permit-to-Drill (Form 2), including any conditions of approval for all Wells on any Well Pad, prior to commencement of construction operations with heavy equipment on such Well Pad. All interim and final reclamation goals for such Well Pad shall be included in the reclamation plan and shall include: (i) cut and fill diagrams for the construction/expansion of the Well Pad, including cross sections and plan views with topographic contours; (ii) a site map showing the location of wellbores, drilling and completion pits, access roads, soil stockpiles, and the layout of drilling and completion equipment; (iii) interim reclamation diagrams showing the Well Pad layout for the life of the Wells, including fencing, reclaimed and unreclaimed areas, and the layout of production facilities, and (iv) final reclamation diagrams showing the former Well Pad after plugging and abandonment of the Wells, including cross sections and plan views.

5.1.2. All disturbed areas not reasonably needed for production operations (subject to the size restrictions for Well Pads, roads and pipelines) shall be recontoured by placing fill material back into cut areas to approximate original contours. Slopes shall

be recontoured to minimize areas that exceed a 3:1 slope. Any areas exceeding the 3:1 slope criteria or high walls shall be reclaimed using enhanced stabilization and erosion prevention methods. Areas recontoured during interim reclamation shall be reseeded with the intent of establishing native vegetation suitable for final reclamation.

5.1.3. Operator shall remove all construction and drilling waste materials, in-fill pits and holes no longer necessary for the operation of the Wells on each Well Pad, and remove compaction from the soil in areas no longer necessary for the operation of such Wells. Operational Well Pads shall be returned to their approximate original topography and seeded with appropriate native vegetation for ground cover and erosion control. Subsidence in any reclaimed area shall be corrected by adding additional topsoil. Crop lands shall be returned to grass or alfalfa, and sagebrush areas shall be planted with native grasses and vegetation that existed prior to disturbance.

5.1.4. Well Pads and areas disturbed by the installation or maintenance of a pipeline shall be mulched immediately after seeding with weed-free straw or other type of weed-free mulch.

5.1.5. Operator shall fence the entire reclaimed area of each Well Pad with animal-tight fencing. Such fencing shall remain in place for three (3) years following reclamation to protect re-plantings.

5.1.6. Any rocks excavated by Operator that are too large (8" or greater) to be incorporated into fill shall be buried or removed. Any usable timber, fence posts, and firewood shall be stockpiled at mutually agreed locations. All slash shall be incorporated in fill or removed.

5.1.7. Reserve or drilling pits on the Property, if any, shall be reclaimed after drilling operations and pit processing has occurred by thoroughly mixing pit contents with subsoil and covering processed pit materials with at least three (3) feet of subsoil material and a final layer of topsoil. Reserve and/or evaporation pit liners, if any, shall be removed, unless Owner consents in writing to their being cut below plow depth, perforated, and buried.

5.1.8. Additional disturbance of native or previously reclaimed areas shall be minimized. Recontouring shall not be required in areas that have been successfully reclaimed. If any subsequent disturbances of surface areas are undertaken at any time, the same reclamation and re-vegetation obligations shall apply.

5.2. Final Reclamation. Final reclamation shall return the entire area of each Well Pad to its original topography and vegetation to the extent reasonably practicable, and shall be complete and successful within three (3) years after the last Well on such Well Pad is plugged and abandoned. However, if at the end of the three (3) year period Operator has not completed a successful reclamation because of events beyond its control, Owner agrees to grant Operator in writing a reasonable extension of time to achieve a successful reclamation. Upon final

termination of operations on the Property, Owner may request roads, culverts and/or fencing to be left in place, in which case they shall thereafter belong to Owner.

6. Water. This Agreement does not give Operator any right to use any water or water rights of Owner, except as otherwise expressly agreed in writing by Owner. Operator shall take all reasonable steps to prevent its operations from polluting any water well, water spring, irrigation ditch, or other water source (collectively, "Water") located on the Property. If any Water is located on the Property, Operator shall hire a third-party expert, mutually agreed upon by the parties, to test the amount and quality of such Water both (i) prior to Operator conducting drilling operations and (ii) upon completion of a Well as a producer or dry hole. In the event such test results confirm (in the sole opinion of the third-party expert), that the Water was contaminated or damaged by Operator's operations, Operator agrees to immediately correct the problem causing the contamination or damage at its expense, or if that is not possible, to provide Owner a replacement water source in a like volume to the contaminated or damaged Water at a mutually agreed location within sixty (60) days of receipt of the expert's report of contamination or damage. Operator shall provide potable water by truck or other means to Owner in an amount sufficient for normal household uses until the permanent replacement source is completed.

7. Termination. This Agreement shall terminate either upon the termination of the Lease or upon completion of final reclamation, whichever is later. No termination of this Agreement by Owner or Operator shall relieve Owner or Operator of any obligation under this Agreement incurred or occurring prior to and through the date of termination, including Operator's liability for or obligation to perform any maintenance, reclamation, mitigation, corrective action, or expenditures required under this Agreement or pursuant to common law or any federal, state or local statute, regulation, rule or ordinance. Upon termination of this Agreement, Operator shall execute and deliver to Owner, within sixty (60) days of written demand therefor, an acknowledgment that this Agreement has been terminated or an explanation why Operator believes the Agreement is still in effect. If Operator fails to respond to two (2) such demands made sixty (60) days apart and sent to the address for notice shown in this Agreement or subsequent modifications thereof, Owner may file a written notice reciting such failure and that this Agreement is terminated in the real property records of Garfield County, Colorado, which shall be conclusive evidence of the termination of this Agreement.

8. Default. If either Operator or Owner defaults under this Agreement, the non-defaulting party shall notify the defaulting party in writing of the facts relied upon as constituting a breach thereof, and that party shall, within thirty (30) days after receipt of such notice, commence to comply with the obligations imposed under this Agreement or explain in writing why it feels it is not in default. In the event the defaulting party does not commence such compliance within this thirty (30) day period, the non-defaulting party shall have the right to take such action as will cure the default and invoice the defaulting party for the reasonable costs incurred in curing the default, and/or require specific performance of the defaulting party's obligations under this Agreement.

9. General Provisions.

9.1. Consultation and Notice of Changes. Operator shall consult with Owner regarding all significant operations involving Operator's use of the Property. Operator shall provide written notice to Owner two (2) weeks prior to any significant change from the schedule in any notice previously provided to Owner pursuant to subsections 1.5 and 2.3.1.

9.2. Surveys, Plans and As-Built. Operator shall provide Owner with all COGCC Well permit applications for all Wells to be drilled from the Well Pads at the time application is made, together with surveys and plans of the Well Pad, roads, pipelines and equipment associated with each Well. Operator shall provide Owner with "as-built" surveys of such improvements after construction. Not less than two (2) months prior to construction of Well Pad Number 9, Operator shall provide notice to Owner of the date on which it expects to commence construction.

9.3. Acknowledgement of Compliance with Statutory Accommodation Requirements. Owner expressly acknowledges that this Agreement satisfies Operator's obligation under COGCC rules to consult in good faith with Owner regarding the proposed oil and gas operations. Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of Operator to accommodate Owner's use of the surface of the Property, existing or future. By executing this Agreement, Owner acknowledges that Operator has complied with applicable statutory law concerning the duty of accommodation in siting of Wells, flowlines and gathering lines.

9.4. Liability of Operator. Operator shall be liable for any injury to persons, property, or livestock caused by the operations of Operator, its agents, employees, contractors, or subcontractors on the Property, or any extraordinary damages due to spills of materials, explosions, or any other harmful activity of Operator. Operator shall indemnify and hold harmless Owner from and against any liability, damages, costs, expenses, fines, penalties and fees (including without limitation reasonable attorney and consultant fees) incurred by or asserted against Owner arising from or regarding or relating to the use of the Wells, Well Pads, roads or pipelines, or Operator's operations under this Agreement. Such indemnification shall extend to and encompass, but shall not be limited to, all claims, demands, actions or other matters that arise under the common law or other laws designed to protect the environment and public health or welfare. Operator shall, at Owner's option, defend Owner or reimburse Owner as reasonable expenses are incurred for Owner's defense against any claims, demands, actions or other matters, whether brought or asserted by federal, state or local governmental bodies or officials, or by private persons, that are asserted pursuant to or brought under any such laws. All of Operator's obligations stated in this subsection 9.4 shall survive termination of this Agreement.

9.5. Regulations. No part of this Agreement shall be construed to relieve Operator from any or all COGCC regulations, present and future.

9.6. Prohibited Items. Operator shall not be permitted to have, or allow, firearms, crossbows, pets, alcohol, or illegal drugs on the Property. Operator may place such trailers on Well Pads as are customarily used in the industry during drilling, completion, fracturing, and

flowback operations for the use of engineering, geological, and supervisory personnel (who may be employed directly by Operator or may be contractors providing services to the Well(s) being drilled, completed, fractured or flowed back) during the actual performance of their onsite technical or supervisory duties. Except for such engineering, geological and supervisory personnel using such trailers for the performance of their duties, no persons may reside overnight on the Property without Owner's express written consent. Notwithstanding the foregoing, no "man camps" or other housing for ordinary workers shall be allowed on the Property. Personal and/or leisure activities are prohibited.

9.7. Liquidated Damages. In addition to and not in lieu of all other rights and remedies exercisable by Owner under this Agreement and at law or in equity, in the event of an alleged violation of any of the obligations or covenants contained in any of subsections 1.8, 1.10, 1.16, 2.3.4, 2.4.2, 3.2, or 9.1 by Operator or its employees, contractors, sub-contractors, agents or business invitees, Owner shall notify Operator of such alleged violation within thirty (30) days after it is discovered. Operator shall respond to such notice within fifteen (15) days, either disputing the alleged violation or acknowledging it. In the event Operator disputes the allegation, Owner's and Operator's representatives shall consult within fifteen (15) days after Operator has responded to negotiate a resolution of the allegation. If the parties are unable to reach a resolution, either party may submit the matter to mediation under subsection 9.25. If the parties are unable to resolve the matter in mediation, either party may file an action in the Garfield County District Court requesting a judicial determination. If Operator acknowledges violating, or is found by the court to have violated, the provision of this Agreement that is the subject of the dispute, it shall pay liquidated damages in the amount of \$200.00 for each violation, and if, after written notice from Owner to Operator, the violation continued, Operator shall pay additional liquidated damages in the amount of \$200.00 per day for such ongoing violation, accruing from the date of delivery of the notice, with damages capped at a maximum of \$1,000.00. In any such action, the prevailing party, as determined by the court, shall be awarded its costs and reasonable attorney fees.

9.8. Insurance. Operator shall keep its operations insured, or comply with applicable self-insurance laws and regulations, for automobile, liability, and worker's compensation insurance, and for any damages incurred on the Property.

9.9. Taxes. Operator shall pay any additional taxes assessed against the Property as a result of any improvements placed on the Property by Operator.

9.10. Operator Liens. Operator shall, at its sole expense, keep the Property free and clear of all liens and encumbrances resulting from Operator's and its agents' activities on the Property, and shall indemnify and hold harmless Owner from and against any and all liens, claims, demands, costs, and expenses, including, without limitation, attorney fees and court costs, in connection with or arising out of any work done, labor performed, or materials furnished.

9.11. Title. This Agreement is made subject to any and all existing easements, rights-of-way, liens, agreements, burdens, encumbrances, restrictions, and defects in title affecting the

Property. Owner specially warrants that there are no third parties claiming any rights by, through or under any grant or action by Owner that would negate or restrict this Agreement.

9.12. Subrogation of Rights. Operator shall have the right to discharge or redeem for Owner, in whole or in part, any mortgage, tax, or other lien on the Property that could jeopardize Operator's rights under this Agreement, in which case Operator shall be subrogated to that lien and incident rights.

9.13. Waiver of rights to condemn. Operator waives any rights it may have to condemn additional easements, rights-of-way, Wells, well pads, or anything else, on, over, across or through the Property.

9.14. Other Rights. All rights and obligations of the parties under this Agreement are limited to the specific terms described in this Agreement. Except as may be specifically provided elsewhere in this Agreement, this Agreement does not, in any way, convey any water rights or the right to use water, nor does it convey any rights to construct a processing plant, compressor or related facilities, or to mine, drill, remove, process, treat or produce, in any way, oil shale or other minerals not specifically provided for in the Lease, this Agreement or other law. This Agreement specifies and limits the manner in which certain lease rights may be exercised but it does not abrogate or amend the Lease.

9.15. Notice. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, such notice shall be given by: (i) personal delivery, or (ii) United States first class mail, postage prepaid, addressed to the party entitled to receive the same at the address stated in the introductory paragraph; provided, however, that each party may change that party's mailing address by giving to all other parties written notice of change of such address in the manner provided in this subsection 9.15. Mail shall be deemed to have been given, served and delivered upon the third delivery day following the date of the mailing; personal delivery shall be deemed to have been given, served and delivered upon receipt.

9.16. Contact People. The following natural persons shall be the initial contact people for all matters arising under or related to this Agreement not requiring written notice:

Owner: Marty Miller, Company Representative  
(970) 309-3490 (cell)

Operator: Monty Shed, Area Superintendent  
(970) 987-3826 (cell)  
(970) 876-1959 x 17 (office)

9.17. COGCC Notices.

9.17.1. Owner shall be provided with a copy of any "Change of Operator" notice filed with the COGCC pursuant to Rule 312.

9.17.2. A copy of any notice filed with the COGCC regarding public health, safety, or emergency matters shall be delivered to Owner simultaneously with the COGCC notice. In the event of a spill of E&P waste or any substance, Operator shall immediately notify Owner, verbally or by telephone if possible, and identify the quantity, location, and type of substance released. In the event of a surface or subsurface loss of well control, Operator shall notify Owner, verbally or by telephone if possible, as soon as possible. Any verbal or telephonic notification under this subsection 9.17.2 shall be documented in writing and provided to Owner in accordance with subsection 9.15.

9.17.3. Copies of all forms, notices, plans, tests, or other documentation regarding spills or blow-outs shall be provided to Owner at the same time as filing with the COGCC, local government representative, or any other regulatory agency.

9.17.4. A copy of any Operator requests for variance from surface use or reclamation regulations, not requiring a petition and notice to Surface Owner, shall be delivered to Surface Owner at the same time as delivery to the COGCC.

9.17.5. Owner acknowledges that Operator's compliance with subsections 9.1 and 9.2 will satisfy the COGCC regulatory requirement for notice and consultation, and waives any claim to further thirty (30) day notices for issuing APDs under COGCC Rules 305 or 306; provided, however, that such waiver shall in no way waive or limit any other obligations of Operator under Rules 305 or 306, or any notice requirements described elsewhere in this Agreement.

9.18. Authority. Both Owner and Operator represent that they have full authority to commit to and enter into this Agreement. At Owners request Operator shall provide Owner with a copy of all leases, including pooling or communitization agreements, and spacing orders under which it is operating on the Property.

9.19. Survival of Obligations. Unless otherwise provided herein, all obligations, indemnifications, duties, and liabilities undertaken by both Owner and Operator under this Agreement shall survive the termination of this Agreement.

9.20. Merger of Prior Agreements. This Agreement contains the sole and entire agreement and understanding of the parties with respect to its entire subject matter. All prior discussions, negotiations, commitments and understandings relating to the subjects of this Agreement are merged into it; provided, however, that the parties acknowledge and agree that a portion of the Property, Wells and/or other facilities covered by this agreement may have been governed by a prior surface use agreement between Owner and Operator. In this regard, the parties agree that this Agreement shall govern all future operations and that any such prior surface use agreement shall remain applicable as to such prior operations.

9.21. Amendments. This Agreement may only be amended by the written agreement of both parties. This Agreement cannot be amended or terminated orally.

9.22. Headings. Section headings or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision.

9.23. Construction. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa; and the masculine gender shall include the feminine and neuter genders, and vice versa. The provisions of this Agreement have been independently, separately and freely negotiated by the parties as if drafted by both of them. The parties waive any statutory or common law presumption that would serve to have this Agreement construed in favor of or against either party.

9.24. Confidentiality. The parties agree that the specific terms and conditions of this Agreement are strictly confidential and shall not be disclosed except per court order, for tax and/or legal purposes, or as necessary to effectuate the provisions herein. The parties shall execute a Memorandum of Surface Use Agreement which Operator shall place of record in Garfield County, Colorado to provide notice of the existence of this Agreement to subsequent purchasers of any portion of the Property.

9.25. Mediation. If a dispute arises relating to this Agreement that the parties are unable to resolve, the parties shall first proceed in good faith to submit the matter to mediation. The mediator cannot impose a binding decision. The parties to the dispute must agree before any settlement is binding. Within fourteen (14) days after one party notifies the other of a dispute, the parties will jointly appoint an acceptable professional mediator. If the parties cannot agree on a mediator, each party shall select a professional mediator whose sole purpose shall be to select a third professional mediator who shall mediate the dispute. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty (30) days after the date the mediator is selected. If the dispute is settled through the mediator, the parties shall share equally in the mediation costs and shall pay their own attorney fees, if any. If the dispute is not settled by mediation and proceeds to litigation, mediation costs shall be deemed to be "costs" and shall be allocated in accordance with subsection 9.26.

9.26. Applicable Law and Attorney Fees. The rights of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Colorado. The non-breaching party, as determined by a court, shall be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual damages, if any, from a party who is found by a court to have breached this Agreement.

9.27. Heirs, Successors and Assigns. This Agreement is fully assignable and all rights and obligations of the parties shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

OWNER:

MILLER LAND & CATTLE COMPANY

Ruth Miller  
Ruth Miller, President

OPERATOR:

BILL BARRETT CORPORATION

Huntington T. Walker  
Huntington T. Walker,  
Sr. Vice President-Land

STATE OF COLORADO     )  
                                  MESA     ) ss  
COUNTY OF ~~GARFIELD~~     )

The foregoing instrument was subscribed and sworn to before me on the 5th day of June, 2008, by Ruth Miller, President of Miller Land & Cattle Company.

My commission expires: 02/22/2012

Witness my hand and seal.

Sheryl Jack  
Notary Public



STATE OF COLORADO     )  
                                  ) ss  
COUNTY OF DENVER     )

The foregoing instrument was subscribed and sworn to before me on the 26th day of May, 2008, by Huntington T. Walker, Sr. Vice President-Land, of Bill Barrett Corporation.

My commission expires: 5-20-09

Witness my hand and seal.

Shanda Barker  
Notary Public



# EXHIBIT "B"

To  
Surface Use Agreement dated May 25, 2008 between  
Miller Land Cattle Company and Bill Barrett Corporation

Locations to be drilled under the Subject Agreement (Pre-existing wells not listed)											
Pad #	Number Wells on Pad	Well name	Well Spot	Section	Twp	Rng	SHL Footage	FNL/FSL	SHL footage	Surface payments	Total # of Net Wells
1		MILLER	11A-36-692	36	6S	92W	1923	FNL	711		1
1		MILLER	11B-36-692	36	6S	92W	1923	FNL	711		2
1		MILLER	11D-36-692	36	6S	92W	1923	FNL	711		3
1		MILLER	12A-36-692	36	6S	92W	1923	FNL	711		4
1		MILLER	12C-36-692	36	6S	92W	1923	FNL	711		5
1		MILLER	12D-36-692	36	6S	92W	1923	FNL	711		6
1		MILLER	13C-36-692	36	6S	92W	1923	FNL	711		7
1		MILLER	13D-36-692	36	6S	92W	1923	FNL	711		8
1		MILLER	22A-36-692	36	6S	92W	1923	FNL	711		9
1		MILLER	23C-36-692	36	6S	92W	1923	FNL	711		10
1	11	MILLER	23D-36-692	36	6S	92W	1923	FNL	711		11
2		MILLER	32A-36-692	36	6S	92W	1015	FNL	1040		12
2		MILLER	33B-36-692	36	6S	92W	1015	FNL	1040		13
2		MILLER	33C-36-692	36	6S	92W	1015	FNL	1040		14
2		MILLER	33D-36-692	36	6S	92W	1015	FNL	1040		15
2		MILLER	42A-36-692	36	6S	92W	1015	FNL	1040		16
2		MILLER	43A-36-692	36	6S	92W	470	FSL	1850		17
2		MILLER	43B-36-692	36	6S	92W	1015	FNL	1040		18
2		MILLER	43C-36-692	36	6S	92W	1015	FNL	1040		19
2		MILLER	43D-36-692	36	6S	92W	1015	FNL	1040		20
2	10	MILLER	44D-36-692	36	6S	92W	470	FSL	1850		21
3		MILLER	33A-36-692	36	6S	92W	470	FSL	1850		22
3		MILLER	34A-36-692	36	6S	92W	TBD	FSL	TBD		23
3		MILLER	34B-36-692	36	6S	92W	470	FSL	1850		24
3		MILLER	34C-36-692	36	6S	92W	470	FSL	1850		25
3	5	MILLER	34D-36-692	36	6S	92W	470	FSL	1850		26
4		MILLER	32A-31-691	31	6S	91W	219	FNL	1100		27
4		MILLER	32B-31-691	31	6S	91W	219	FNL	1100		28
4		MILLER	32D-31-691	31	6S	91W	219	FNL	1100		29
4	4	MILLER	33D-31-691	31	6S	91W	219	FNL	1100		30
6		GGU MILLER	33A-31-691	31	6S	91W	730	FSL	2440		1
6		MILLER	33B-31-691	31	6S	91W	730	FSL	2440		2
6		MILLER	33C-31-691	31	6S	91W	730	FSL	2440		3
6		GGU MILLER	34A-31-691	31	6S	91W	730	FSL	2440		4
6		GGU MILLER	34B-31-691	31	6S	91W	730	FSL	2440		5
6		GGU MILLER	34C-31-691	31	6S	91W	730	FSL	2440		6
6	7	GGU MILLER	34D-31-691	31	6S	91W	730	FSL	2440		7
7		MILLER	14A-32-691	31	6S	91W	250	FSL	190		8
7		MILLER	14B-32-691	31	6S	91W	250	FSL	190		9
7		MILLER	14C-32-691	31	6S	91W	250	FSL	190		10
7		MILLER	14D-32-691	31	6S	91W	250	FSL	190		11
7		MILLER	43A-31-691	31	6S	91W	250	FSL	190		12
7		MILLER	43A-6-791	31	7S	91W	250	FSL	190		13
7		MILLER	43B-6-791	31	7S	91W	250	FSL	190		14
7		MILLER	43C-6-791	31	7S	91W	250	FSL	190		15
7		MILLER	43D-6-791	31	7S	91W	250	FSL	190		16
7		GGU MILLER	44A-31-691	31	6S	91W	250	FSL	190		17
7		GGU MILLER	44C-31-691	31	6S	91W	250	FSL	190		18
7	12	GGU MILLER	44D-31-691	31	6S	91W	250	FSL	190		19
8		GGU MILLER	23B-32-691	32	6S	91W	1015	FSL	2440		20
8		GGU MILLER	23C-32-691	32	6S	91W	1015	FSL	2440		21
8		GGU MILLER	24A-32-691	32	6S	91W	1015	FSL	2440		22
8		GGU MILLER	24B-32-691	32	6S	91W	1015	FSL	2440		23
8		GGU MILLER	24C-32-691	32	6S	91W	1015	FSL	2440		24
8		GGU MILLER	24D-32-691	32	6S	91W	1015	FSL	2440		25
8		GGU MILLER	33A-32-691	32	6S	91W	1015	FSL	2440		26
8		GGU MILLER	33B-32-691	32	6S	91W	1015	FSL	2440		27
8		GGU MILLER	33C-32-691	32	6S	91W	1015	FSL	2440		28
8		GGU MILLER	34A-32-691	32	6S	91W	1015	FSL	2440		29

# EXHIBIT "B"

To  
Surface Use Agreement dated May 25, 2008 between  
Miller Land Cattle Company and Bill Barrett Corporation

Pad #	Number Wells on Pad	Well name	Well Spot	Section	Twp	Rng	SHL Footage	FNL/FSL	SHL footage	Total # of Net Wells	
8		GGU MILLER	34B-32-691	32	6S	91W	1015	FSL	2440	30	
8		GGU MILLER	34C-32-691	32	6S	91W	1015	FSL	2440	31	
8	13	GGU MILLER	34D-32-691	32	6S	91W	1015	FSL	2440	32	
9		MILLER	12A-6-791	6	7S	91W	470	FNL	275	33	
9		MILLER	13A-6-791	6	7S	91W	470	FNL	275	34	
9		MILLER	13B-6-791	6	7S	91W	470	FNL	275	35	
9		MILLER	13C-6-791	6	7S	91W	470	FNL	275	36	
9		MILLER	13D-6-791	6	7S	91W	470	FNL	275	37	
9		MILLER	44A-36-692	36	6S	92W	TBD	FSL	TBD	38	
9		MILLER	44B-36-692	36	6S	92W	470	FSL	1850	39	
9	8	MILLER	44C-36-692	36	6S	92W	470	FSL	1850	40	
10		MILLER	23B-6-791	6	7S	91W	96	FNL	2251	41	
10		MILLER	23C-6-791	6	7S	91W	96	FNL	2251	42	
10		MILLER	23D-6-791	6	7S	91W	96	FNL	2251	43	
10		MILLER	24A-31-691	6	6S	91W	96	FNL	2251	44	
10		MILLER	24B-31-691	6	6S	91W	96	FNL	2251	45	
10		MILLER	24C-31-691	6	6S	91W	96	FNL	2251	46	
10		MILLER	24D-31-691	6	6S	91W	96	FNL	2251	47	
10		MILLER	33A-6-791	6	7S	91W	96	FNL	2251	48	
10		MILLER	33B-6-791	6	7S	91W	96	FNL	2251	49	
10		MILLER	33C-6-791	6	7S	91W	96	FNL	2251	50	
10	11	MILLER	33D-6-791	6	7S	91W	96	FNL	2251	51	
11	Paid	MILLER	24A-6-791	6	7S	91W	450	FSL	1800	Total payment payment paid under prior footnote)	
11	Paid	MILLER	24B-6-791	6	7S	91W	450	FSL	1800		
11	Paid	MILLER	24C-6-791	6	7S	91W	450	FSL	1800		
11	Paid	MILLER	24D-6-791	6	7S	91W	450	FSL	1800		
11		MILLER	34A-6-791	6	7S	91W	450	FSL	1800		52
11		MILLER	34B-6-791	6	7S	91W	450	FSL	1800		53
11		MILLER	34C-6-791	6	7S	91W	450	FSL	1800		54
11		MILLER	34D-6-791	6	7S	91W	450	FSL	1800		55
11	5	MILLER	23A-6-791	6	7S	91W	96	FNL	2251		56
12		MILLER	13A-5-791	5	7S	91W	1550	FNL	1200		57
12		MILLER	13B-5-791	5	7S	91W	1550	FNL	1200		58
12		MILLER	13C-5-791	5	7S	91W	1550	FNL	1200		59
12		MILLER	14A-5-791	5	7S	91W	1550	FNL	1200		60
12		MILLER	14B-5-791	5	7S	91W	1550	FNL	1200		61
12		MILLER	14C-5-791	5	7S	91W	1550	FNL	1200		62
12		MILLER	14D-5-791	5	7S	91W	1550	FNL	1200		63
12		MILLER	24A-5-791	5	7S	91W	1550	FNL	1200		64
12		MILLER	24B-5-791	5	7S	91W	1550	FNL	1200		65
12		MILLER	24C-5-791	5	7S	91W	1550	FNL	1200		66
12		MILLER	24D-5-791	5	7S	91W	1550	FNL	1200		67
12	12	MILLER	13D-5-791	31	7S	91W	250	FSL	190	68	Net wells Payable
Totals	98	Gross Wells payable (Excluding Pad No. 5)					Net Well obligation payable				
Payment Requirements As To Pad Number 5:											
5		MILLER	13A-31-691	31	6S	91W	1585	FSL	1400	This pad straddles land owned by Linkenhoker and Miller Land & Cattle. Payment due is calculated pursuant to Article No. 1.2 of the Surface Use Agreement to which this Exhibit "B" is attached.	
5		MILLER	14A-31-691	31	6S	91W	470	FNL	275		
5		MILLER	14B-31-691	31	6S	91W	1585	FSL	1400		
5		MILLER	14C-31-691	31	6S	91W	1585	FSL	1400		
5		MILLER	14D-31-691	31	6S	91W	1585	FSL	1400		
5	6	MILLER	23A-31-691	31	6S	91W	1585	FSL	1400		
* Per special verbal agreement, BBC paid an augmented payment on these wells in May 2008 in order to that total payment on these wells would be \$5,500 per well (i.e. to equalize payment on these wells with other wells paid under the SUA to which this Exhibit "B" is attached.											

EXHIBIT "A"  
To surface use agreement between  
Miller Land and Cattle Co.  
and  
Bill Barrett Corp.  
May 15, 2008

MILLER SURFACE BOUNDARY

MILLER SURFACE BOUNDARY

**Miller Well Proposal**

- Miller wells From Miller SHL
- Existing Miller wells
- Proposed Road
- Proposed Pipe Line
- Existing Pipe Line

- Miller Deal Wells
- Miller SHL existing

