

**MEMORANDUM OF
SURFACE DAMAGE AND RELEASE AGREEMENT**

WHEREAS on the 25 day of SEPTEMBER, 2009, Mark W. Linkenhoker, ("Owner") entered into a Surface Damage and Release Agreement with **Bill Barrett Corporation**, ("Operator"), covering the below described lands in Garfield County, Colorado.

Township 6 South, Range 91 West, 6th P.M.
Section 31: NE/4SW/4

Said wells are to be drilled from a single pad location located in the above described lands and will be known as the Miller #5 well pad (the "Well Pad"). Said additional wells to be drilled are the following:

- | | | |
|----------------------------|-------------------|-----------------------|
| GGU Linkenhoker 23A-31-691 | Miller 14B-31-691 | Miller 14D-31-691 |
| Miller 14A-31-691 | Miller 14C-31-691 | GGU Miller 13A-31-691 |

and any additional wells or replacement wells necessary for proper development under Orders and Regulations issued by the Colorado Oil and Gas Conservation Commission.

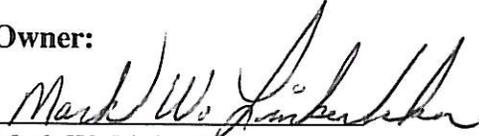
WHEREAS said agreement provides for, among other things, the right to enter upon and use the Owners' property for the purpose of erecting and maintaining well site location(s) for one (1) or more wells on Owners' land to maintain the well site location. Said agreement sets forth payment of specific amounts to cover damages resulting from the construction, use and maintenance of the well site location(s). Said agreement, with all of its terms, conditions, covenants and other provisions, is referred to and incorporated into this Memorandum for all purposes.

Owner expressly acknowledges that this Agreement satisfies BBC's obligation under COGCC rules to consult in good faith with the surface 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 BBC to accommodate Owner's use of the surface of the described lands, existing or future, and waives any statutory or common law claims to the contrary.

Owner expressly agrees to waive all thirty (30) day notices as required by the COGCC for issuing APDs or as may be required under consultation provisions of COGCC Rule 305 or 306. Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement, including, but not limited to, setbacks for surface lot lines.

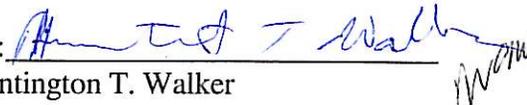
NOW THEREFORE this Memorandum is placed of record for the purpose of giving notice of the Surface Damage and Release Agreement.

Owner:


Mark W. Linkenhoker

Operator:

Bill Barrett Corporation

By: 
Huntington T. Walker
Sr. Vice-President - Land

ACKNOWLEDGEMENTS

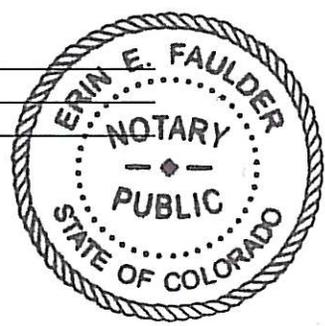
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 15th day of October 2009, 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: 9/10/2012

Notary Public: Erin Faulder
Address: 494 W Acoma Dr
Littleton, CO, 80120



STATE OF Virginia)
City) ss.
COUNTY OF Newport News)

My Commission Expires 09/10/2012

The foregoing instrument was acknowledged by Mark W. Linkenhoker before me on this 25th day of September 2009.

My Commission Expires: 10/31/2010
I.D. # 260692

Notary Public: Pata Waruigat
Address: 2400 Washington Ave.
Newport News, VA 23607

