

AMENDMENT OF SURFACE DAMAGE AND RELEASE AGREEMENT

This Amendment of Surface Damage and Release Agreement ("Amendment") is made and entered into this 6th day of December, 2009, by and between **Roger L. Swanson, a single man**, with an address of 4676 County Road 311, New Castle, CO 81647 ("Owner") and **Bill Barrett Corporation** with an address of 1099 18th Street, Suite 2300, Denver, CO 80202 ("Company").

WHEREAS, Owner owns the surface estate of the following described property ("Owner's Property") located in Garfield County, Colorado:

Township 6 South, Range 91 West, 6th P.M.
Section 29: SWNE, NWSE, and N2SW

AND, WHEREAS, Owner and Company previously entered into that certain Surface Damage and Release Agreement, dated the 22nd day of December, 2005 ("the SDRA"), which, among other things, provided for the construction of two new well pads situated wholly on Owner's Property and identified certain wells to be drilled from said pads,

AND, WHEREAS, subsequent to entering into the SDRA, the Company commenced the permitting of said pads and wells as part of a Master Development Plan ("MDP") and in accordance with the requirements of the MDP the Bureau of Land Management ("BLM") has required the relocation of the two pads and the reconfiguration of wells to be drilled from said pads. In this regard, MDP #11 (*north of Owner's house*) has been relocated to pad site situated almost entirely on BLM lands. That is, the access road to the pad is wholly located on BLM lands and 4.526 acres or 88.98% of the pad site is located on BLM lands. The remaining .56 acres or 11.02% of the pad site is situated on Owner's Property (*see MDP # 11 Pad design attached hereto as Exhibit "A"*). Also, MDP #15 (*south of Owner's shop*) has been relocated to the existing GGU 10-29 pad,

AND, WHEREAS, the parties desire to amend the SDRA for the purpose of expressing their mutual understanding and agreement with regard to the payment of surface damages in light of relocation of the MDP # 11 and MDP #15 pad sites and other modifications as specified herein.

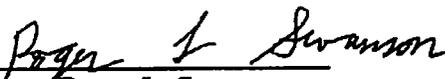
NOW THEREFORE, for and in consideration of the sum of and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do here by enter into this Amendment of SDRA to reflect agreement of the parties to the following terms and conditions:

The parties do hereby amend the SDRA as follows:

1. Any and all references to wells in the SDRA shall be modified to be those approved wells drilled from the relocated pad site approved under the MDP.
2. As a result of relocation of the MDP # 11 access road to BLM lands and the MDP #11 pad site to a location situated 88.98% on BLM Lands and 11.02% on Owner's Property, Company agrees to pay to Owner as full and complete settlement of surface damages a proportionate 11.02% share of the pad fee and well fees specified for under Paragraph Number 1 of the SDRA for this relocated MDP #11 pad. As to the MDP # 15 pad site, Company shall pay as full and complete settlement of surface damages an amount equal to the well fees specified for the GGU 11-29 pad, as set forth in Paragraph Number 1 of the SDRA, plus an additional pad fee of [redacted] Said payments shall be applicable to all wells drilled from each such pad.
3. Numbered paragraph 12.C. of the SDRA is deleted in its entirety due to subsequent settlement of the water issue between Swanson and Daley.
4. The parties acknowledge that the cattle guard described under numbered paragraph 12.A. has been installed.
5. In light of the relocation of pad sites in order to conform with the Bureau of Land Managements Master Development Plan, all provisions and applications of the SDRA shall be limited in their application insofar and only insofar as such provision pertain or relate to that portion of any pad site actually located on Owner's Property and all damage payments shall provided for by the SDRA shall be proportionately reduced as provided by this Amendment.
6. Except as modified herein, the SDRA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

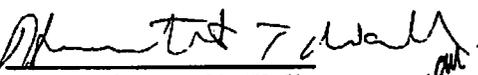
OWNER:



Roger L. Swanson

COMPANY:

BILL BARRETT CORPORATION

By: 

Huntington T. Walker
Sr. Vice-President, Land

ACKNOWLEDGEMENT

State of Colorado)
)ss.
County of Garfield)

The foregoing instrument was acknowledged by Roger L. Swanson before me on this 16th day of December 2009.

My commission expires 2/6/10.



Jeff Fandrich

Notary Public

ACKNOWLEDGEMENT

State of Colorado)
)ss.
County of Denver)

The foregoing instrument was acknowledged before me this 18th day of December, 2009, by Huntington T. Walker, acting in the capacity of Senior Vice President of Land for **Bill Barrett Corporation**.

My commission expires 08/08/2012

Cynthia A. Sandell

Notary Public
1099 18th Street Suite 1300
Denver, CO 80202