

**MEMORANDUM OF
SURFACE DAMAGE AND RELEASE AGREEMENT**

WHEREAS on the 20th day of March, 2013, Centennial Valley Ranch, LLC, whose address is 1331 17th Street, Suite 1000, Denver, Colorado 80202 ("Owner") entered into a Surface Damage and Release Agreement ("Agreement") with **Bill Barrett Corporation**, 1099 18th Street, Suite 2300, Denver, CO 80202 ("Operator"), covering the below described lands in Weld County, Colorado.

Township 5 North, Range 63 West, 6th P.M.
Section 32: N1/2SW1/4


WHEREAS, said Agreement provides for, among other things, the right to enter upon and use the Owner's property described above (the "Property") for the purpose of erecting, maintaining, and reclaiming well site location(s) for one (1) or more wells to be drilled from the Property, including wells that may have bottom-hole locations on lands owned by third parties situated adjacent or diagonal to the Property. Said Agreement sets forth payment and 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.

WHEREAS, said Agreement also provides that 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 and 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.

WHEREAS, said Agreement further provides for the waiver by Owner of all notices as required 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 or waived. Said Agreement further provides for 1) the waiver by Owner of any COGCC setbacks inconsistent with this Agreement, including, but not limited to, setbacks for high density areas and surface lot lines; 2) the waiver by Owner of the limitation of one surface pad on any one governmental quarter-quarter section; 3) the waiver by Owner of all COGCC and statutory requirements for advance notice of operations; and 4) the waiver by Owner of its right to appeal COGCC APDs or conditions of approval for such permits.

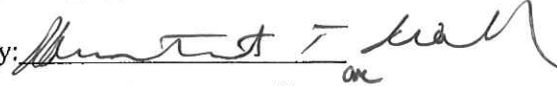
NOW THEREFORE, this Memorandum of Surface Use and Release Agreement is executed for the purpose of recordation in the office of the County Clerk of Weld County in order to give notice of the Agreement. It is not intended by this Memorandum to construe, define, limit or modify said Agreement, but to merely disclose to the public that said Agreement does exist.

Centennial Valley Ranch, LLC



Ned Giles, Manager

BILL BARRETT CORPORATION

By: 

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

ACKNOWLEDGEMENTS

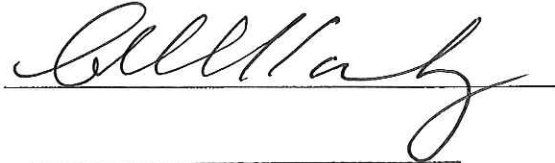
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 25th day of March 2013, 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 said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

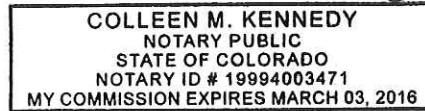
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: March 3, 2016

Notary Public:



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



On this 22nd day of MARCH, 2013, before me, the undersigned Notary Public, personally appeared Ned Giles, known to me to be the Manager of Centennial Valley Ranch, LLC, and who executed the above and foregoing Surface Damage Agreement as Manager, and acknowledged that he executed such as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

My Commission Expires: MAY 17, 2015

Notary Public:

