





1020434

**IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW**

*Plat of acreage attributable to a well in a prorated or spaced field*

**If the intended well is in a prorated or spaced field, please fully complete this side of the form.** If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15 - \_\_\_\_\_

Operator: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

Is Section:  Regular or  Irregular

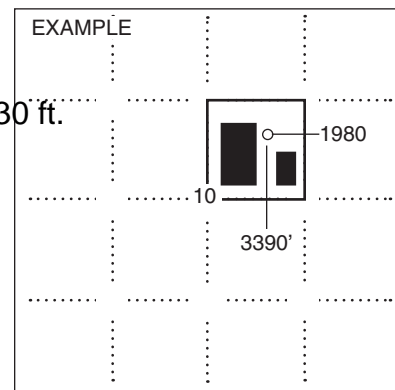
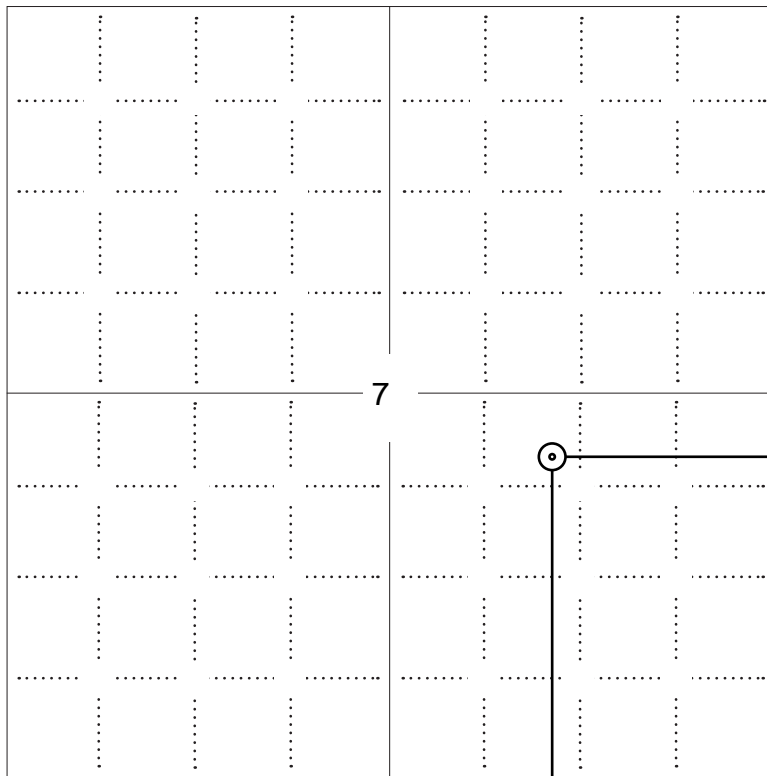
**If Section is Irregular, locate well from nearest corner boundary.**

Section corner used:  NE  NW  SE  SW

**PLAT**

*(Show location of the well and shade attributable acreage for prorated or spaced wells.)*

*(Show footage to the nearest lease or unit boundary line.)*



**NOTE: In all cases locate the spot of the proposed drilling locaton.**

2200 ft.

**In plotting the proposed location of the well, you must show:**

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).



KANSAS CORPORATION COMMISSION 1020434  
OIL & GAS CONSERVATION DIVISION

Form CDP-1  
April 2004  
Form must be Typed

**APPLICATION FOR SURFACE PIT**

*Submit in Duplicate*

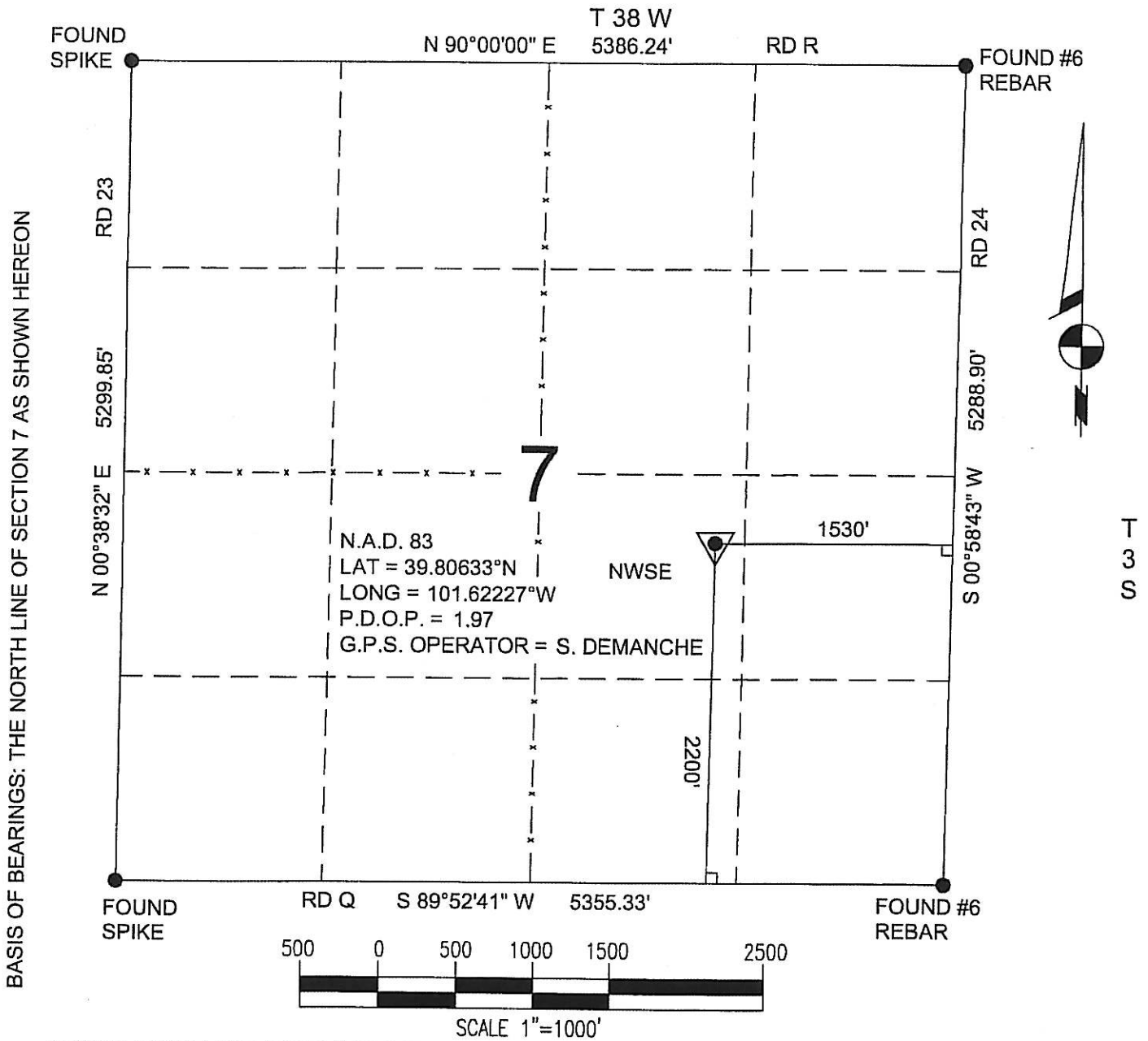
Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____ - _____ - _____ - _____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet)    _____ Width (feet)    _____ N/A: Steel Pits Depth from ground level to deepest point: _____ (feet)    _____ No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: _____ measured    _____ well owner    _____ electric log    _____ KDWR	
<b>Emergency, Settling and Burn Pits ONLY:</b> Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

<b>KCC OFFICE USE ONLY</b>	Steel Pit	RFAC	RFAS
Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No			









POWER SURVEYING COMPANY, INC. OF FREDERICK, COLORADO HAS IN ACCORDANCE WITH A REQUEST FROM DAN CASPER OF NOBLE ENERGY INC. DETERMINED THE LOCATION OF BEESON 33-7 TO BE 2200' FSL & 1530' FEL OF SECTION 7 TOWNSHIP 3 SOUTH, RANGE 38 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF CHEYENNE, STATE OF KANSAS

**LOCATION NOTES:**

LOCATION FALLS IN: GRASS LAND  
IMPROVEMENTS: NONE WITHIN 200' OF LOCATION

ELEVATION DETERMINED FROM NAVD 1988  
DATUM. GROUND ELEVATION = 3445'

DISTANCES AND BEARINGS ARE FIELD  
MEASURED UNLESS NOTED OTHERWISE.

**LEGEND:**

- SECTION CORNER (AS NOTED)
- ▽ PROPOSED WELL LOCATION



7800 MILLER DRIVE, UNIT C  
FREDERICK, CO 80504  
(303) 702-1617, FAX (303) 702-1488

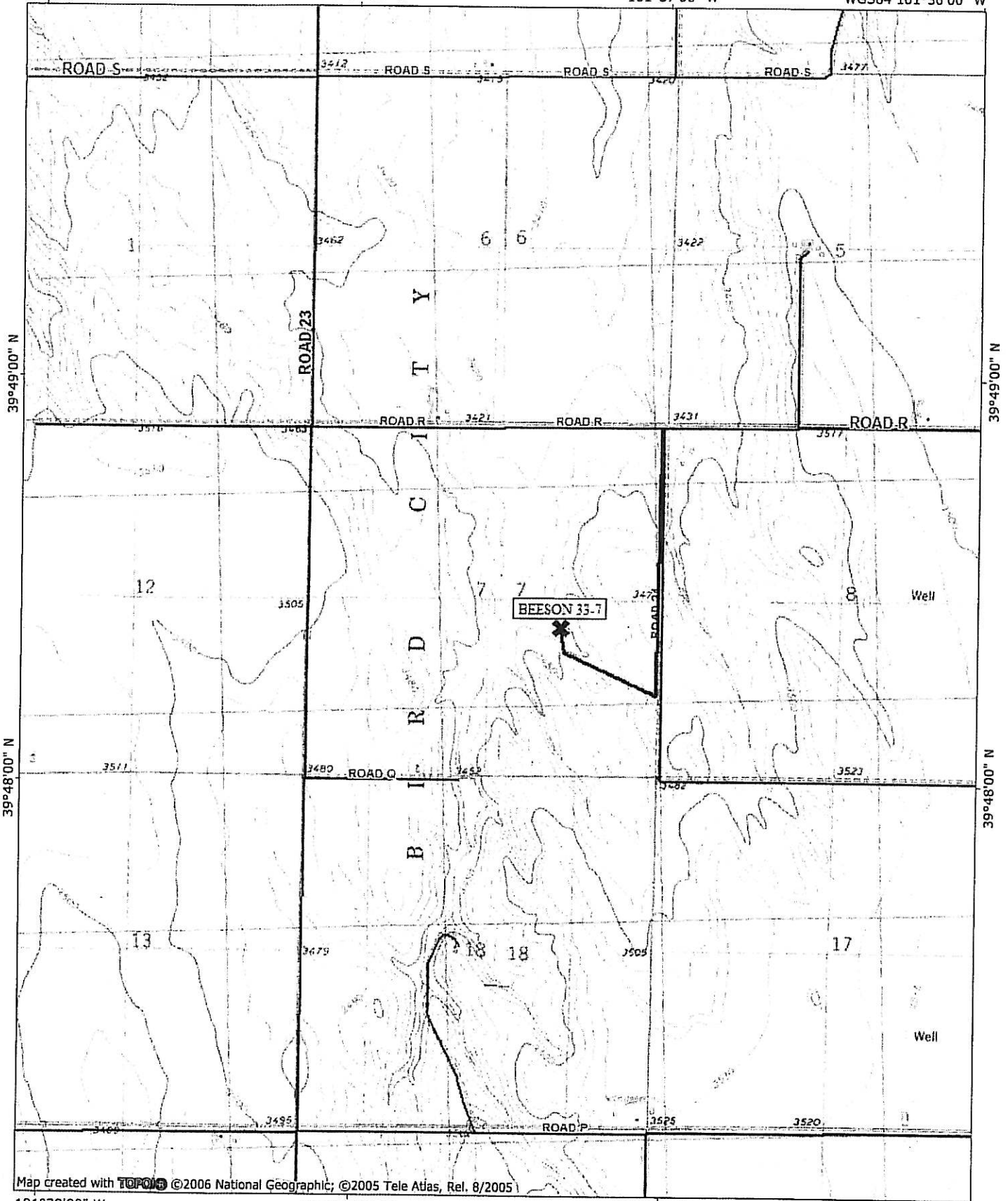
WORK ORDER # 501-08-473  
FIELD DATE: 7-9-08  
DATE OF COMPLETION: 7-10-08

101°39'00" W

101°38'00" W

101°37'00" W

WGS84 101°36'00" W



39°49'00" N

39°49'00" N

39°48'00" N

39°48'00" N

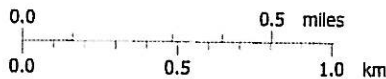
Map created with TOPO! ©2006 National Geographic; ©2005 Tele Atlas, Rel. 8/2005

101°39'00" W

101°38'00" W

101°37'00" W

WGS84 101°36'00" W



TN MN

7½°

07/10/08



# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30th day of January, 2006, by and between

Sammy L. Beeson, Trustee of the Lee E. Beeson and the Betty R. Beeson Revocable Trusts dated September 17, 1998 , whose post office address is P.O. Box 532, Bird City, KS 67731 , hereinafter called Lessor (whether one or more) and Bill Barrett Corporation whose address is 1099 18th St., Ste. 2300, Denver, CO 80202 , hereinafter called Lessee:

WITNESSETH, that the Lessor, for and in consideration of Ten and More DOLLARS (\$10.00 & More) cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, as hereinafter provided, and erection of structures thereon to produce, save and take care of said products produced from the leased premises or lands pooled therewith, all that certain tract of land situated in the County of Cheyenne , State of Kansas , described as:

TOWNSHIP 3 SOUTH, RANGE 38 WEST, 6TH P.M.  
Section 7: SE/4



STATE OF KANSAS, CHEYENNE COUNTY  
This instrument was filed for record on the  
at 11:30 day of March, 2006  
at 10:00 o'clock P.M. and recorded  
in Book 145 Page 445-448  
Fee: \$0.00 Register of Deeds  
R. D. Olds

See Exhibit "A" attached hereto and made a part hereof.

and containing 160.00 acres, more or less. This lease covers all the land described above including any strips or small tracts all-lands now or hereafter owned or claimed by Lessor, adjacent, contiguous or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation or otherwise, or are fenced or unfenced, or whether such lands are inside or outside of the description set forth above. It is the intent of this provision to include only such lands as may actually be a part of the property described above, but may not be adequately described due to surveying errors, adverse possession or other matters which could result in the above property description not adequately covering the lands intended to be covered by this lease.

1. It is agreed that this lease shall remain in force for a term of Five (5) years and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole, provided, however, that any drilling or reworking operations commenced under this provision shall continue, without cessation of more than sixty (60) consecutive days, until such drilling or reworking operations are completed. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith. The provisions of this paragraph pertaining to pooling shall be subject to the provisions of Paragraph 12.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:  
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the net proceeds derived from such sale, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth (1/8) of such gas and casinghead gas. Lessee's interest in either case to bear one-eighth of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and one-eighth of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale or use.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.  
4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners Three Dollars (\$3.00) per year per net royalty acre retained hereunder; such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the Lessor's wells and/or ponds, now or hereafter existing.

7. When requested by Lessee, Lessee shall bury Lessee's pipe lines below plow-depth thirty six (36) inches unless a lesser depth is agreed upon in writing by Lessor and Lessee.  
8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor. Unless waived in writing by Lessor, Lessee shall construct fences to keep livestock away from drill sites or well sites. This will include fencing around open pits until such are filled and reclaimed.

9. Lessee shall pay for damages caused by Lessee's operations to land, growing crops, grasses, fences, livestock and for damages to other personal property, on said hands.  
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to drive and remove casing.  
11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is granted the right and power to voluntarily pool, unitize, or combine all or any portion of the lands described herein as to oil and/or gas, with any other adjacent lands, or leases, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate this lease, or to obtain the maximum production allowable for any well. Unless larger units are permitted, pooling may be in units not exceeding forty (40) acres for an oil well plus a tolerance of 10%, and six hundred forty (640) acres for a gas well plus a tolerance of 10%. Larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities. Lessee or Lessee's agent, shall record in the county where the above described lands are located an instrument identifying the unit and describing the pooled acreage. All acreage pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease. Drilling and reworking operations, production of oil, gas, or other hydrocarbons, or the completion of a well as a shut-in gas well shall be considered for all purposes, except the payment of royalties, as covered by this lease. In lieu of the royalty provided in this lease, including shut-in royalties, Lessor shall receive from a unit only that portion of the royalty provided for in this lease, as that portion of the above described lands placed in the unit, bears to the total amount of acreage included in a unit.

13. For the same consideration recited in the first paragraph above, the Lessor hereby grants unto the Lessee, its successors and assigns, rights of way over, across, and through the land hereinabove described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more pipelines for the collection, gathering, and/or transmission of oil, gas, brines or other substances, together with the rights of way for ingress, egress, and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation and product transmission activities upon said lands, or upon lands adjacent thereto or in the vicinity thereof. The rights of way hereby granted are severable from, and independent of, the oil and gas lease rights herein granted and such rights of way shall continue in existence so long as the same are utilized by the Lessee, its successors or assigns, even though oil and gas lease rights may sooner terminate. The Lessee (or the then holder of the rights of way) shall pay for all damages, including growing crops, improvements, lands and/or livestock caused by its utilization of the rights of way hereby granted. Easements or rights of way for construction and maintenance of pipelines for the delivery of gas or the installation of electric lines are expressly excluded from this lease, except for electric lines or pipelines necessary for production of wells located on the subject premises or lands pooled therewith. Any additional easements for electric lines or pipelines shall be separately negotiated under the terms and for the consideration agreed upon.

14. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.



15. Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

16. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

17. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee, and this lease shall cover and bind all interest of the Lessor which may be acquired subsequent to the date of this lease which Lessor may hereafter acquire by way of reversion or otherwise.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

*Sammy & Beeson Trustees*  
Sammy L. Beeson, Trustee of the Lee E. Beeson and the  
Betty R. Beeson Revocable Trusts dated September 17, 1998

STATE OF KANSAS

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,

COUNTY OF CHEYENNE

} ss.

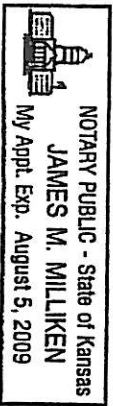
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT--INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9<sup>th</sup> day of February, 2006, personally appeared Sammy L. Beeson, Trustee of the Lee E. Beeson and the Betty R. Beeson Revocable Trusts dated September 17, 1998 to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he        duly executed the same as his        free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written  
My Commission Expires 8-5-2009

*James M. Milliken*  
Notary Public.  
Address: 191 W. Washington  
St. Francis, KS 67252



STATE OF \_\_\_\_\_

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_ } ss.

(For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that \_\_\_\_\_ he is the \_\_\_\_\_ of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
My Commission Expires \_\_\_\_\_ Notary Public.

Address: \_\_\_\_\_

After Recording Return To:  
David V. B. Olds  
6615 W. Rowland Ave.  
Littleton, CO 80128



EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated January 30, 2006, by and between, Sammy L. Beeson, Trustee of the Lee E. Beeson and the Betty R. Beeson Revocable Trusts dated September 17, 1998, as Lessor, and Bill Barrett Corporation, as Lessee.

1. Lessee or its assigns and successors (hereinafter referred to as "Lessee") agree to pay Lessor a surface damage payment of \$1,000.00 prior to the drilling of each well located on the leased lands. In the event that any drillsite exceeds two acres, including roads, Lessee shall pay as additional surface damages, the sum of \$500.00 for each acre or fraction thereof in excess of two acres.
2. Lessee shall not conduct drilling operations on leased lands which are actively under irrigation from April 1 through November 15 of each year without the prior written consent of Lessor. The intent is for the Lessee to avoid interference with Lessor's actual irrigation of the leased lands. In the event Lessee wishes to commence drilling operations on said lands during the said April 1 through November 15 period and Lessor refuses to consent to said operations, and if operations are necessary to maintain or extend the term of said lease, then the Lessor agrees to allow Lessee a period of 60 additional days from November 15 to commence drilling operations. In the event Lessee enters onto leased lands and the then current crop or crops have not been harvested, Lessee shall pay Lessor additional compensation for crop loss caused by Lessee's operations based upon Lessor's reasonable estimate of yield and the local market price for said crop or crops.
3. Lessee agrees to consult with Lessor as to the placement of access roads prior to any drilling operation in order to minimize, without undue hardship to Lessee, disturbance of the ground surface or the disruption of Lessor's farming and/or ranching operations. Lessee agrees to use best efforts to avoid interference with Lessor's irrigation operations in the placement and construction of such roads. Lessee will provide Lessor with a written agreement covering the placement of access roads prior to the commencement of road construction on the leased premises. Lessee agrees that such roads will not be graveled or paved without the prior written consent of Lessor.
4. Lessee agrees that while performing all excavations on the leased lands, it will segregate the topsoil horizon from lower soil horizon and stockpile these soils separately. Upon restoration, Lessee agrees to place all soils to their original position and contour as nearly as practicable and reasonable.
5. In the event an existing center pivot irrigation system is located on the leased lands before a producing well is drilled on said lands, Lessee agrees to use "low profile" production equipment; or to construct ramps for the center pivot; or to set well(s), pump(s), and production equipment off the irrigated portion of said lands provided the application is practicable in Lessee's judgment to avoid interference with said center pivot irrigation.
6. Lessee agrees to reimburse Lessor for any costs, expenses, losses or penalties to Lessor resulting from Lessee's operations on any portion of the leased lands which are covered by a Conservation Reserve Program contract, including any reseedng expenses.
7. Lessee agrees at all times to use best efforts in conducting operations on leased premises so as to protect the rights and property of the Lessor. All land which may be disturbed for Lessee's operations shall be treated so as to prevent erosion. Any equipment discarded by drilling contractor during the process of exploring for and/or producing oil or gas shall not be buried on said land, but shall be removed from the premises. Any fences cut by Lessee shall be repaired or replaced by Lessee so that such section equals or exceeds its original condition, and upon Lessor's request, all pits and equipment will be fenced in order to adequately hold livestock. Any oil and/or paraffin resulting from Lessee's operations shall be contained in pit(s) and removed from leased lands as soon as practical. Any and all salt water discovered on leased premises will be disposed of properly. No salt water shall be disposed of by dumping or otherwise releasing it on the land surface.
8. After a well is drilled, all areas which were disturbed by drilling and/or completion operations, and which are not needed for production operations, are to be reclaimed as close to their original condition, as nearly as is practicable and reasonable, no later than six months after completion of such operations, unless agreed to by Lessor. Any pits used for Lessee's drilling and/or reworking operations shall be filled and leveled as soon as conditions reasonably permit and the surface shall be returned as nearly as is practicable and reasonable to its original condition and contour following the completion of Lessee's operations.
9. Final reclamation is to be completed within six months after the plugging and abandonment of a well and Lessee shall be required to remove all production equipment, close access roads, re-grade and re-contour the wellsite and access roads, and re-seed any non-crop land with native grass.
10. The shut-in gas clause appearing in Paragraph 4 of this lease shall not operate to maintain this lease for periods in excess of three (3) consecutive years after the expiration of the primary term.
11. Should Lessee's negligence on the leased lands result in death or injury to livestock, the stock owner will be reimbursed at a fair market value agreed upon by said owner and lessee. If a fair market value cannot be negotiated, a neutral arbitrator will be chosen by both parties and the owner will be reimbursed at one hundred percent (100%) of the value the arbitrator determines.

EXHIBIT "A" (Continued)

Attached to and made a part of that certain Oil and Gas Lease dated January 30, 2006, by and between, Sammy I. Beeson, Trustee of the Lee E. Beeson and the Betty R. Beeson Revocable Trusts dated September 17, 1998, as Lessor, and Bill Barrett Corporation, as Lessee.

12. No well drilled on said leased premises will be used as a salt water disposal well except for the disposal of salt water from the leased premises. In the event lessee desires to use a non-producing well as a salt water disposal well on the leased lands, for salt water from land not owned by Lessor, then Lessor and Lessee shall enter into a separate written agreement for the same setting forth the terms and compensation agreed upon.
13. Nothing contained in this oil and gas lease shall prohibit the Lessor from leasing the leased premises or otherwise making arrangements for power production through wind generation equipment and facilities. It is agreed, however, that any such lease or other arrangement for wind generation shall be subordinate to this oil and gas lease and that Lessee shall be notified prior to the construction or installation of such wind generation equipment or facilities.
14. In the event this lease expires without production, Lessee shall file a release of this lease with the Register of Deeds of Cheyenne County, Kansas.
15. Lessee, it's assigns, contractors and employees will not hunt on the leased lands without the consent of Lessor.