

COMPRESSOR SITE SURFACE USE AGREEMENT AND LEASE

This Agreement is entered into and effective this 15th day of October, 2013, by and between Ronald L. Pappenheim and Betty J. Pappenheim ("Surface Owners") of 20112 WCR 76, Eaton, Colorado 80615 and Bill Barrett Corporation ("Operator") of 1099 18th Street, #2300, Denver, CO 80202, collectively hereinafter referred to as the ("Parties" or individually as "Party").

WITNESSETH, That the Surface Owners, for and in consideration of the covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, have granted, demised, leased and let, and by these presents do grant, demise, lease and let exclusively unto the said Operator, the land hereinafter described, ("Leased Land"), with the exclusive right to use all that certain tract of land situated in the County of Weld, State of Colorado with an access road thereto described and set forth on the attached Exhibit "A" covering approximately 3.1 gross acres, more or less, and located in Section 23, T6N, R62W.

1. Term. This Agreement shall be effective as of the Effective Date stated above and shall have an initial term of ten (10) years. Further, this Agreement may be renewed for a second term of ten (10), and a third term of ten (10) years upon thirty (30) days' notice to the Surface Owners by Operator, such notice being deemed satisfactorily delivered if properly addressed to the Surface Owners using the address provided below and placed in the United States mail, postage prepaid, or a similar commercial provider. Within thirty (30) days after providing Surface Owners notice of the lease extension,

Operator shall have a continuous right to use the Leased Land for the purposes granted in this Agreement. Upon the termination of the initial term, or the second term if this lease is extended pursuant to this provision, the Operator agrees to furnish the Surface Owners with a release of the rights granted by this Agreement.

2. Consideration.

(a) Compressor Site. Prior to actual construction of the compressor site on the Leased Land, the Operator shall pay Surface Owners, as damages, and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary operations as required with the installation of a compressor site.

(b) As part of the consideration for this Agreement, the Operator agrees to hold the Surface Owners harmless from any and all claims, damages, suits, or obligations claimed or asserted against the Surface Owners by reason of the Operator's operation or business on the Leased Land and against any and all parties asserting such claims, and to defend the Surface Owners in any and all suits brought against the Surface Owners by reason of the Operator's operations on the Leased Land, all at the Operator's expense.

Operator shall pay any taxes which may be levied upon or assessed against structures, fixtures, or other equipment which may be built or installed on the Leased Land by Operator.

Except for cases of unreasonable surface use and/or negligence by the Operator, the Surface Owners, for itself and their successors and assigns, do hereby, in consideration of the amount to be paid, release, relinquish and discharge the Operator, its affiliates, successors and assigns from all claims, demands, damages and causes of action that the Surface Owners may have by reason of the construction and maintenance of the compressor site, and all other rights granted pursuant to this Agreement and the Surface Owners accept the consideration to be paid as full compensation therefore.

3. Use of Lands. This is a surface lease only and shall not be construed to limit the Operator's rights as the owner of minerals in and under the Leased Land.

Without restricting or limiting the general and exclusive rights, privileges, powers, purposes, and uses granted to the Operator by the enumeration of the matters set out below, it is specifically agreed that the Leased Land leased pursuant to this Agreement may be used, occupied, and enjoyed by the Operator for the following purposes:

(a) Constructing, erecting, installing, operating, maintaining, inspecting, using, replacing, repairing, moving on, and removing from the Leased Land a compressor station and/or gasoline plant and/or gas purifying, dehydrating, treating and cleaning plant and all buildings, warehouses, garages, storage facilities and structures of whatever kind, together with any machinery, engines, pumps, equipment, appliances, facilities, meters, pipes, regulators, fittings, gate valves, blow off valves, gate boxes, boilers, stills, heaters, drip or cooling towers, pipelines, telephone lines, electric transmission lines, and any other structure or equipment as may be necessary, convenient, or desirable to the Operator in its operations in carrying on its business in which it is now engaged or may later be engaged.

(b) The Operator is granted the right to build roads, lay, repair, and remove lines of pipe for water, gas, or oil over adjacent lands of the Surface Owners, and erect and maintain telephone and electric transmission lines, with the right of ingress and egress for such use and purposes at all times. The Operator shall have the right to do and perform any act on the Surface Owners' adjacent lands as may become necessary to protect the Operator's property.

4. The Operator's Obligations. The Operator covenants and agrees that it will comply with any and all laws, ordinances, orders, rules, regulations, standards, and licensing requirements of any state, federal, municipal, or local authority or agency, now in force and effect or which may be passed, enacted, issued, revised, required, or later promulgated, incident to or arising out of or in any way connected with the Operator's utilization of the Leased Land or any activity conducted under, pursuant to or by virtue of this Agreement. The Surface Owners' Obligations. The Surface Owners covenant and agree that they will comply with any and all laws, ordinances, orders, rules, regulations, standards, and licensing requirements of any state, federal, municipal, or local authority or agency, now in force and effect or which may be passed, enacted, issued, revised, required, or later promulgated, incident to or arising out of or in any way connected with the Surface Owners' utilization of the Leased Land. Surface Owners agree not to engage in any activity of use of the Leased Lands that will materially interfere with or interrupt Operator's use of the Leased Land pursuant to this Agreement. Surface Owners agree to retain and pay, perform, fulfill and discharge Operator from all losses, costs, expenses (including court costs, reasonable fees and expenses of attorneys, technical experts and expert witnesses and the costs of investigation), liabilities, damages, demands, suits, claims, sanctions of every kind and character (including civil fines) and obligations accruing, attributable to and relating to Surface Owners' activities in, on, or under the Leased Land. Surface Owners shall specifically defend and indemnify Operator, without limitation for the following: (i) mechanic's liens, or other liens that may be placed upon the Leased Land resulting from any operations or work undertaken upon the Leased Land by or at the direction of Surface Owners and (ii) any claims, costs, expenses, liabilities and obligations accruing or relating to Surface Owners' activities in, on or under the Leased Lands.

5. Notice and Cure. In the event that either the Operator or the Surface Owners default under this Agreement, the defaulting party shall be notified in writing of the facts relied upon as constituting a breach thereof, and that party, if in default, shall within sixty (60) days after receipt of such notice, commence the compliance with the obligations imposed by virtue of this Agreement. In the event the defaulting party does not commence compliance with the obligations imposed by virtue of this Agreement within said sixty (60) 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 may require specific performance of the defaulting party's obligations under this Agreement. The defaulting party agrees to pay any and all reasonable attorney's fees of the other party incurred as a result of a breach of this Agreement. All Notices required by this agreement shall be addressed to the following:

If to Surface Owners
Ronald L. Pappenheim and Betty J. Pappenheim
20112 Weld County Road 76
Eaton, Colorado 80615

If to Bill Barrett Corporation:

Bill Barrett Corporation
1099 18th Street, Suite 2300
Denver, CO 80202
Attention: Mitchell Reneau, ~~Senior~~ Vice President-Land
Phone: (303) 293-8102
Fax: (303) 291-0420

With a copy, which shall not constitute notice to:

Bill Barrett Corporation
1099 18th Street, Suite 2300
Denver, CO 80202
Attention: Francis B. Barron, Executive Vice President-General Counsel
Phone: (303) 293-9100
Fax: (303) 291-0420

Any Party may change an address to which notice is to be given by delivering notice to the other Party. Until a change of address is provided to the other Party, the address provided herein shall be deemed to be correct for any notices provided in this Agreement.

6. Confidentiality. The parties hereto agree that the specific terms and conditions of this agreement are strictly confidential and shall not be disclosed except per court order, tax purposes or as necessary to effectuate the provisions herein. The parties shall execute a Memorandum of Compressor Site Surface Use Agreement and the Operator shall place same of record in Weld County, Colorado to provide notice to of the existence of this Agreement to subsequent purchasers of any portion of the property.

7. Binding Agreement. This Agreement, and any extension thereof, is intended to run with the land and shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors, agents, and assigns.

8. Arms-Length Transaction. The parties hereto agree that the terms and conditions of this agreement have been negotiated and entered into in good faith and at arms length. No term or condition is the result of either Parties' knowledge or relationship with the other.

9. Amendment. This Agreement may be amended or modified only by an agreement in writing signed by both Parties and expressly identified as an amendment or modification.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Complete Agreement. This Agreement constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

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

Surface Owners:

By: Ronald L. Pappenheim
Name: Ronald L Pappenheim

By: Betty J. Pappenheim
Name: Betty J. Pappenheim

Operator:

Bill Barrett Corporation

By: Mitchell Reneau
Name: Mitchell Reneau
Title: Vice-President Land

ACKNOWLEDGEMENT

STATE OF COLORADO }
 }SS
COUNTY OF WELD }

BEFORE me, the undersigned, a Notary Public in and fore said County and State, on this 15th day of OCTOBER, 2013, personally appeared Ronald L. Pappenheim and Betty J. Pappenheim, known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as a free and voluntary act and deed, for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

MICHAEL A. RUTHERFORD
Michael A. Rutherford
Notary Public

My Commission Expires 7-7-2016



ACKNOWLEDGEMENT

STATE OF COLORADO)
)SS
COUNTY OF)

On the 24th day of OCTOBER, 2013, before me the undersigned authority, appeared Mitchell Reneau, to me personally known, who, being sworn, did say that he is the ~~Senior~~ Vice-President Land for Bill Barrett Corporation, a Delaware corporation, and that the foregoing instrument was signed in behalf of said corporation and appeared acknowledged to me that said instrument to be the free act and deed of the corporation.

[Signature]
Notary Public

My Commission Expires 10-6-2015

