

## **SURFACE USE AGREEMENT**

THIS SURFACE USE AGREEMENT ("Agreement") is entered into by and between David F. Kunsemiller and DAAP Futures, LLC ("Owner"), whose address is 3773 E. Cherry Hills North Drive, Suite #575 Denver, Colorado 80209, and Bill Barrett Corporation ("Operator"), whose address is 1099 18<sup>th</sup> Street, Suite 2300, Denver, Colorado 80202. Owner and Operator are sometimes collectively referred to as the "Parties" and individually as a "Party".

### **RECITALS**

WHEREAS, Owner is the surface owner and in possession of an interest in part or all of the surface and mineral estate for the following described lands in Weld County, Colorado, to wit:

Township 5 North, Range 61 West  
Section 21: NW1/4  
(The Property);

Operator desires to drill certain oil and gas wells from a surface location or locations on the Property;

WHEREAS, Operator acknowledges existing rights-of-way and easements of record currently on the property.

WHEREAS, Owner and operator acknowledge Owner is in possession of an Oil and Gas lease dated July 10, 2010 and referenced in the Weld County Clerk and Recorder's Office at Reception number 3719175, and recorded September 17, 2010, which Lease covers minerals separate and independent from the minerals that Operator intends to develop herein.

WHEREAS, the purpose of this Agreement is to memorialize the agreement between Owner and Operator regarding Operator's oil and gas operations on the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Operator shall have the right to construct, drill, complete, recomplete and operate four (4) oil and gas wells into Sections 19 and 20, Township 5 North, Range 61 West, 6<sup>th</sup> P.M. from locations on the Oil and Gas Operations Area depicted on Exhibit A attached hereto at legal locations or at such exception locations as are approved by the Colorado Oil and Gas Conservation Commission ("COGCC")(the "Wells"), and to install or use, occupy and operate the associated access road, production facilities and pipelines, and to conduct its Operations anywhere within the Oil and Gas Operations Area and easements shown on Exhibit A, attached hereto and incorporated herein (the "OGOA"), which area may be revised in the future by written mutual agreement of the Parties, and Exhibit A will be revised and supplemented to reflect such revisions. Additional wells may be allowed after consultation with Owner and subject to the terms and provisions herein.

26. This Agreement shall extend to, bind and inure to the benefit of Owner and Operator and their respective heirs, personal representatives, successors and assigns. The rights and obligations contained herein, including the grant of subsurface easement, shall constitute covenants running with the Property.

27. This Agreement shall become effective upon execution, which may be by counterparts, each of which shall constitute one and the same document, and shall terminate when production ceases from the OGOA for a period of one year or more or operator has plugged and abandoned the four Wells and conducted reclamation in accordance with applicable COGCC rules and regulations, whichever is earlier. Notwithstanding any language to the contrary above, Operator shall have a period of six months after the above cessation of production to plug and abandon the wells and complete reclamation, and any release, discharge, or indemnity from and against liability contained herein shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 19<sup>th</sup> day of December, 2016.

OWNER:

OPERATOR:

David F. Kunsemiller, a married man  
dealing in his sole and separate property

BILL BARRETT CORPORATION



By:   
Name: Kenneth A. Wonstolen  
Title: SVP & General Counsel

DAAP FUTURES, LLC

  
By: David F. Kunsemiller as Managing  
Member of DAAP Futures, LLC

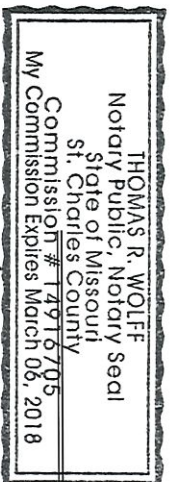
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ACKNOWLEDGMENTS

STATE OF Missouri )  
 ) ss.  
COUNTY OF St. Louis )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2016 by David F. Kunsenmiller, a married man dealing in his sole and separate property.

My commission expires 3/4/2018

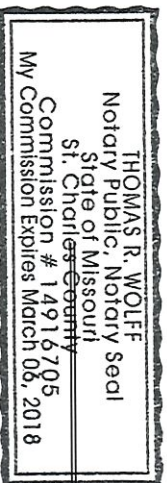


Thomas R. Wolfe  
Notary Public

STATE OF Missouri )  
 ) ss.  
COUNTY OF St. Louis )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2016 by David F. Kunsenmiller, Managing Member of DAAP Futures, LLC, a Colorado limited liability company, on behalf of the company.

My commission expires 3/6/2018

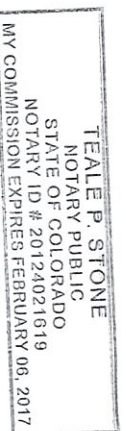


Thomas R. Wolfe  
Notary Public

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

The foregoing instrument was acknowledged before me this 20 day of December, 2016 by Kenneth A. Wonstolen, Senior Vice President & General Counsel of Bill Barrett Corporation, a Delaware corporation, on behalf of the corporation.

My commission expires 2-6-17



Teale P. Stone  
Notary Public