

AMENDED AND RESTATED SURFACE USE AGREEMENT

THIS AMENDED AND RESTATED SURFACE USE AGREEMENT ("Agreement") is entered into by and between Purcell Conservation Group, LLC, whose address is 5638 Ridgeway Drive, Fort Collins, CO 80528, hereinafter referred to as the "Owner" of the surface estate described below, with the consent of the Colorado Cattlemen's Agricultural Land Trust, a Colorado nonprofit corporation, 8833 Ralston Road, Arvada, Colorado 80002 ("CCALT"), and Bill Barrett Corporation ("Operator"), whose address is 1099 18th Street, Suite 2300, Denver, Colorado 80202 (individually a "Party," together "the Parties") with respect to the lands described on the attached Exhibit "A" (the "Property") located in Weld County, State of Colorado.

RECITALS

WHEREAS, the Property is subject to those certain Deeds of Conservation Easement in favor of CCALT and recorded in the Weld County Clerk and Recorder's Office as detailed on the attached Exhibit "B" (the "Conservation Easements").

WHEREAS, the Property is subject to six (6) existing Agreements for Right of Way, Pipeline Easement and Surface Access, dated December 14, 2010 and amended November 5, 2012, by and between Purcell Conservation Group, LLC and EOG Resources, Inc., whose interest is now owned by Bill Barrett Corporation, as detailed on the attached Exhibit "C" (the "Existing SUAs"). The Parties also intend for this Agreement to cover additional lands described on Exhibit A hereto, which additional lands are subject to the Conservation Easements and owned by Owner, but not covered by the Existing SUAs.

WHEREAS, Operator owns the leasehold right to access the Property and use so much of the surface as is reasonably necessary to explore for and produce oil and gas from the leased premises; and, there shall not be an unreasonable use of the surface.

WHEREAS, Operator has drilled wells prior to the effective date hereof and made the payments as required under the appropriate Existing SUA. All such payments are acknowledged by the Parties as being payment in full for those operations.

WHEREAS, Operator and Owner desire to enter into this Agreement as a supplement to, but not in derogation of, Operator's leasehold rights, including the right to construct and drill future pads and wells in addition to any enumerated herein.

NOW, THEREFORE, in consideration of the sum of _____ hand and other good and valuable consideration, including Operator's agreement to pay the sum of _____ per well for each subsequent well drilled from the Pad prior to the spudding of each well ("the Wells"), as well as the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Operator now intends with the grant of this Agreement to amend and restate the Existing SUAs. In the event of a conflict between this Agreement and the Existing SUAs, this Agreement shall prevail.

RELEASE & CONVEYANCE

Except as provided below in Additional Covenants 2, 3, and 7, Owner hereby releases and discharges Operator, its agents, employees, contractors and licensees from and against any and all claims by Owner for damages of whatsoever nature and character, including to Property, loss of and damage to crops, and use of Property hereafter arising as a result of Operator's drilling and operations on said Property, except such damages or losses which are caused by the gross negligence of Operator, its agents and employees.

Operator shall have the right to construct, drill, complete, recomple, and operate the Wells, production facilities primarily serving the Wells, and to conduct its Operations from locations approved by the COGCC on the Property shown on Exhibit A, attached hereto and incorporated herein, including directional and horizontal wells that produce from and drain lands other than the Property, provided such lands are validly pooled with all or any portion of the lands included in Operator's oil and gas lease covering the Property. All operations described in this paragraph, together with such additional operations, installations and other facilities deemed necessary by Operator, are hereinafter referred to as the "Operations." The Operator agrees to consult with Owner and CCALT regarding the requirement that all Operations be located, to the extent possible, in a manner which is limited and localized and not irretrievably destructive of the conservation values of the Property as defined in the Conservation Easements.

ADDITIONAL COVENANTS

The Parties agree that the Recitals above are integral to this Agreement and are expressly incorporated in these Covenants by reference as if fully set forth herein.

1. Operator may exercise its rights hereunder for all purposes convenient for Operator to perform the Operations, including the right of unimpeded ingress and egress on the designated rights-of-way to access the well pads and easements and to install associated equipment and facilities within the boundaries of the well pads and easements and to install and operate temporary (during the life of such Well) gathering and flow lines to connect the Wells to a gas or liquids gathering system. Operator may assign or delegate to a third party the right to install and operate temporary pipelines in order to supply water for the Operations. The access and pipeline easements shall be non-exclusive and capable of use by Owner, so long as such use does not interfere with or impair the Operations, and with the permission of Operator, which permission shall not be unreasonably withheld. Permanent pipeline easements (pass-through lines) are granted and covered under a separate EASEMENT AND PIPELINE RIGHT-OF-WAY AGREEMENT, dated of even date herewith and signed by the Parties (the "Easement Agreement").
2. Operator shall promptly repair, replace, or compensate Owner for damage to personal property or to improvements on the Property, such as damage to buildings, fences, gates and culverts, or loss of livestock, as well as any other such extraordinary losses or damages caused by Operator. Any failure to reach mutual agreement with respect to such repair, replacement or compensation shall not, however, be deemed to constitute a breach or abrogation of this Agreement, nor to terminate or diminish the grants, conveyances, rights and obligations contained herein.
3. Operator hereby agrees to release, discharge, indemnify and hold Owner and CCALT harmless from and against any and all third party claims, losses, liability, damages, and causes of action for personal injury or property damage arising out of Operator's Operations, unless and to the extent that Owner's or CCALT's negligence causes or contributes to such third party claims. This indemnification extends to any action by a government agency with jurisdiction over the Operations under an environmental law or regulation.
4. Owner has requested that all consultation be conducted directly with Owner and CCALT. Accordingly, Owner shall have the responsibility of notifying any affected tenant, lessee or other party who may own or have an interest in any crops or surface improvements which could be affected by the Operations. Owner agrees that all damages claimed by a surface tenant, lessee or other such party resulting from the Operations shall be settled by Owner, and Owner hereby agrees to release, discharge, indemnify and hold Operator harmless from and against any such claims.
5. Operator agrees to perform all reclamation in accordance with the rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC"), unless a variance is granted by the COGCC upon the request of Owner with CCALT's written acknowledgement. Operator shall endeavor

to keep the well pads and the pipeline and access easements free of weeds and debris and to control erosion.

6. Commencement of the Operations with heavy equipment is estimated to begin in early 2015. Owner and CCALT acknowledge that this notice complies with, or hereby waives, all COGCC requirements that it be given advance notice by Operator of the proposed Operations. Owner acknowledges receiving from Operator a brochure prepared by the COGCC which describes the rights and responsibilities of Owner as a surface owner.

7. Operator shall confine its Operations to the pads and easements, except in the event of an emergency, or for reasonable incidental and temporary activities, and Operator shall be responsible for any physical damage to the Property that may be caused by such emergency or temporary activities. Any depiction of the configuration of drilling rig operations or production facilities shown are for illustrative purposes only and shall not bind Operator with respect to the location or scope of its Operations within the well pads and easements.

8. Well Density. Owner and CCALT are aware that the Said Land is, as of the Effective Date, subject to state wide spacing rules as prescribed by the Rules and Regulations of the COGCC for all formations other than the Niobrara and Codell formations. It is, therefore, difficult for Operator to predict the future well spacing and well density on the Property that will properly develop the oil and gas leasehold estate. Operator agrees to work cooperatively with Owner and CCALT through onsite consultation to locate wells in a manner that is consistent with the conditions set forth in the Conservation Easements. Operator agrees that no well shall be located within a one-quarter (¼) mile radius of any residential dwelling located on Said Land without the express written consent of Owner. Operator will not construct more than the following number of pads on the below referenced Parcels, described in Exhibit A to the Amended Surface Use Agreement:

- (a) Parcel 1: Operator will not construct more than one (1) pad.
- (b) Parcel 2: Operator will not construct more than one (1) pad, which pad is already existing but may be relocated in consultation with Owner and CCALT if the existing pad is restored.
- (c) Parcel 3: Operator will not construct more than one (1) pad.
- (d) Parcel 4: Operator will not construct more than one (1) pad.
- (e) Parcel 5: Operator will not construct more than four (4) pads, which pads are already existing but may be relocated in consultation with Owner and CCALT if the existing pad is restored.

The location of the pads shall be agreed upon in writing by the Parties before construction may occur. The disturbed area for each of the well pads may not exceed ten (10) acres in size during construction and thereafter, following interim reclamation, may not exceed three (3) acres in size.

9. Right-of-Way. In order for Operator to enter, drill, complete, produce, and operate oil and/or gas well(s) on Said Land and on lands owned by third parties that are pooled or spaced with Said Lands ("Pooled Lands") as provided for under the pertinent oil and gas lease(s) in a manner that is consistent with the conditions set forth in Paragraph 8 of the Deed, it is necessary that it cross and use certain property of Owner. The Parties do hereby agree as to the damages, the right of entry, and surface use thereof. For and in consideration of the hereinafter specified amounts, Owner hereby grants to Operator the exclusive right for it, its agents, employees, and contractors, and their agents and employees, to enter upon the surface of Said Land for the purpose of conducting oil and gas exploration, drilling, and production activities and the right of ingress and egress between Said Lands and lands pooled therewith.

10. Termination of Rights. This Agreement shall remain in full force and effect from the date hereof and for so long thereafter as any of Operator's oil and gas leases covering the Property or lands validly pooled therewith are in effect, and Operator has plugged and abandoned the wells and conducted reclamation in accordance with applicable COGCC rules and regulations.

11. Production Facilities. Operator agrees that the location of any facilities relating to the completion, production, or marketing of oil and gas shall be reviewed and agreed upon in writing by Owner, Operator, and CCALT. Such facility location selection shall be based upon scenic and open space regulations as required by the Treasury Regulations which require facilities to be "limited, localized, and concealed by existing topography." It is agreed that in some cases this may require the installation of pipelines necessary for the transportation of oil and gas produced on Said Land to completion, production, or marketing facilities located off Said Land, and nothing in this paragraph shall be construed as preventing the Operator from installing any required connections to pipelines. In order to minimize surface disturbance, Lessee shall not construct any processing, treatment, or other such facilities or infrastructure on the leased premises subject to a conservation easement that are not directly necessary to the extraction of oil or gas.

12. Access Roads. Whenever possible, Operator agrees to use existing roads for access to any new location utilized in connection with Operator's activities allowed hereunder on the Property.

Said roads shall not exceed forty feet (40') in width. Any new roads shall be limited to twenty-two feet in width for the actually traveled roadbed.

13. Pipelines and Powerlines. Permanent, pass-through pipeline and/or power line easements and rights-of-ways are not covered in this Agreement and shall be governed by the terms of the Easement Agreement or negotiated in a separate agreement signed by the Parties. With respect to temporary (during the life of such Well) gathering and flow lines to connect the Wells to a gas or liquids gathering system, the following provisions shall apply. Operator agrees that, whenever possible,

Operator shall back fill, compact, reseed, and re-contour the area disturbed by Operator's construction, installation, repair, or removal of any power line or pipeline. All reclamation activities must comply with the terms of Paragraph 14 (Reclamation). Upon termination of this Agreement, as set out in Paragraph 10 (Termination of Rights), Operator shall remove all temporary power line facilities and abandon-in-place any temporary pipelines and permanently cap said pipelines at each end in accordance with applicable regulations. To the extent that it does not unreasonably interfere with Operator's operations, Operator shall allow Owner to have reasonable access to and use any power lines installed upon Owner's property. Upon cessation of operations by Operator, Owner may at its election keep said power lines in place. The Owner shall enter into an agreement with the respective power company that supplies power to said power lines for the purchase of power, if Owner elects to keep said power lines in place following the cessation of operations by Operator.

14. Reclamation. The provisions of Paragraph 11 (Reclamation) of the Existing SUAs are incorporated herein by reference as if fully set forth in this Agreement.

15. Notification. Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail, addressed to the party to which it is intended at the address set forth below for such party:

Owner: Purcell Conservation Group, LLC

Operator: Bill Barrett Corporation

Attention: Mr. Mark Kross
5638 Ridgeway Drive
Fort Collins, Colorado 80528

Person to Contact: DJ Basin Land
Manager (Colleen Kennedy)
1099 18th Street, Suite 2300
Denver, Colorado 80202
Phone: 303-293-9100
Email: ckennedy@billbarrettcorp.com

24-Hour Emergency Phone Number:
800-880-6359

CCALT:

8833 Ralston Road
Arvada, Colorado 80002

16. Incorporation of Terms of Existing SUAs. The provisions of Paragraphs 9, 10, 12, 13, 14, 15, 17, 18, 19, 20, 21 and 25 of the Existing SUAs are incorporated herein by reference as if fully set forth in this Agreement.

17. Entire Agreement. This Agreement sets forth the entire understanding among the Parties and CCALT hereto regarding the matters addressed herein, and supersedes any previous communications, representations or agreements, whether oral or written. This Agreement shall not be amended, except by written document signed by the Parties and consented to by CCALT.

18. Owner acknowledges and agrees that Operator has consulted in good faith with Owner as to its proposed Operations, in accordance with COGCC requirements, or hereby waives such requirements. Owner expressly waives the application of any COGCC setbacks inconsistent with this Agreement. Owner further agrees that it will not locate any lot lines or building units (as defined in the 100 Series of the COGCC Rules) any closer than 200 feet to the outer boundary of a well pad.

(a) Operator will provide Owner with the COGCC Form 2A ("Oil and Gas Location Assessment") for the well pad when submitted to the COGCC, and Operator undertakes to ensure that said Form 2A accurately reflects the provisions of this Agreement.

(b) Owner agrees not to object to the Form 2A, so long as it is consistent with this Agreement, and hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, or to appeal the approval and issuance of the Form 2A, and any related Form 2 ("Application for Permit to Drill").

(c) Owner shall not oppose Operator in any COGCC or other governmental proceedings related to Operator's Operations, including, but not limited to, permitting, formation of drilling units, well spacing, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator's position in such proceedings is consistent with this Agreement.

19. Owner expressly acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligation of Operator to reasonably accommodate Owner's use of

the surface of the Property, existing or future, and waives any statutory or common law claim to the contrary.

20. Owner agrees to include a note on any annexation, subdivision plat, planned unit development or other land use designation for which Owner may apply to put successors or assigns on notice that the Property is subject to this Agreement. Owner agrees that Operator may also record this Agreement, redacted as to any compensation amount or a Memorandum of this agreement. In all other respects, however, the Parties shall hold the provisions of the Agreement in confidence. Owner must disclose to trust beneficiaries and is not liable for the beneficiary's conduct.

21. This Agreement shall be subject to, and construed under, the laws of the State of Colorado, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Colorado.

22. Each of the undersigned principals of the Parties represents and warrants that such person has the requisite corporate or legal authority to bind the respective Parties to this Agreement.

23. 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 shall constitute covenants running with the Property.

24. This Agreement shall become effective upon execution, which may be by counterparts, each of which shall constitute one and the same document. Any release, discharge or indemnity from and against liability contained herein shall survive the expiration of this Agreement. An electronic copy of a Party's original signature shall be considered valid, binding and enforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement this 24th day of June, 2015.

OWNER:

PURCELL CONSERVATION GROUP, LLC

Mark
By: Mark Kross, Manager

OPERATOR:

BILL BARRETT CORPORATION

Mitchell J. Reneau
By: Mitchell J. Reneau
Vice President-Land A.A.

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 17 day of June, 2015 by Mark Kross as Manager of Purcell Conservation Group, LLC.

My commission expires _____

Jennifer Czapski
Notary Public

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

JENNIFER CZAPLEWSKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074015356
MY COMMISSION EXPIRES APR 16, 2019

The foregoing instrument was acknowledged before me this 24th day of June, 2015 by Mitchell J. Reneau, Vice-President-Land of Bill Barrett Corporation, a Delaware corporation, on behalf of the corporation.

My commission expires 10-6-2015

Leslie Croft
Notary Public

LESLIE CROFT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20114064505
MY COMMISSION EXPIRES OCTOBER 06, 2015

CONSENT:

COLORADO CATTLEMEN'S AGRICULTURAL LAND TRUST

By: Erik L. Glenn
Erik Glenn, Interim Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of June, 2015, by Erik Glenn as Interim Executive Director of Colorado Cattlemen's Agricultural Land Trust, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 10/26/18

[Signature]
Notary Public

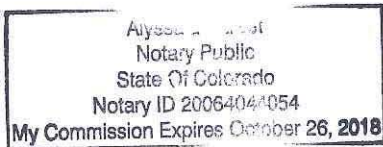


Exhibit "A"

Attached to and made a part of that certain Amended and Restated Surface Use Agreement, dated June 24, 2015 by and between Purcell Conservation Group, LLC and Bill Barrett Corporation

Parcel 1:

Township 6 North, Range 61 West of the 6th P.M.

Section 4: W/2 and SE/4

Parcel 2:

Township 6 North, Range 61 West of the 6th P.M.

Section 17: W/2 NW/4 and the NW/4 SW/4

Section 18: E/2 NE/4 and the NE/4 SE/4

Parcel 3:

Township 6 North, Range 62 West of the 6th P.M.

Section 13: Lots A, B, C, and D of Recorded Exemption No. 0797-13-1 RE-4727, recorded December 26, 2007 at Reception No. 3525616 and being the NE/4 of said Section 13

Parcel 4:

Township 6 North, Range 62 West of the 6th P.M.

Section 13: Lots A, B, C, and D of Recorded Exemption No. 0797-13-4 RE-4720, recorded December 11, 2007 at Reception No. 3522885 and being the SE/4 of said Section 13

Parcel 5:

Township 6 North, Range 62 West of the 6th P.M.

Section 23: A tract of land consisting of a portion of the E/2, said tract being described by metes and bounds in that certain Correction Warranty Deed, dated December 14, 2007, by and between Paul W. Walter, The Donna F. Walter Trust, and The R. Wayne Walter Trust, Grantor, and Purcell Conservation Group, LLC, Grantee, recorded at Reception No. 3541975

Section 25: W/2

Section 26: A tract of land consisting of a portion of the E/2 and a portion of the E/2 W/2, said tract being described by metes and bounds in that certain Correction Warranty Deed, dated December 14, 2007, by and between Paul W. Walter, The Donna F. Walter Trust, and The R. Wayne Walter Trust, Grantor, and Purcell Conservation Group, LLC, Grantee, recorded at Reception No. 3541975

Section 34: N/2 NE/4

Section 35: NW/4 NW/4 and NE/4 NE/4

Exhibit "B"

Attached to and made a part of that certain Amended and Restated Surface Use Agreement, dated June 24, 2015 by and between Purcell Conservation Group, LLC and Bill Barrett Corporation

1. Deed of Conservation Easement for the Purcell Conservation Barnesville East Ranch, dated effective December 26, 2007, by and between Purcell Conservation Group, LLC and Colorado Cattlemen's Agricultural Land Trust, recorded at Reception No. 3525756, covering the following lands in Weld County, Colorado:

Township 6 North, Range 62 West of the 6th P.M.

- Section 23: A tract of land consisting of a portion of the E/2, said tract being described by metes and bounds in that certain Correction Warranty Deed, dated December 14, 2007, by and between Paul W. Walter, The Donna F. Walter Trust, and The R. Wayne Walter Trust, Grantor, and Purcell Conservation Group, LLC, Grantee, recorded at Reception No. 3541975
- Section 25: W/2
- Section 26: A tract of land consisting of a portion of the E/2 and a portion of the E/2 W/2, said tract being described by metes and bounds in that certain Correction Warranty Deed, dated December 14, 2007, by and between Paul W. Walter, The Donna F. Walter Trust, and The R. Wayne Walter Trust, Grantor, and Purcell Conservation Group, LLC, Grantee, recorded at Reception No. 3541975
- Section 34: N/2 NE/4
- Section 35: NW/4 NW/4 and NE/4 NE/4

2. Deed of Conservation Easement for the Tara Bunch Barnesville East Ranch, dated effective December 29, 2007, by and between Tara Bunch and Colorado Cattlemen's Agricultural Land Trust, recorded at Reception No. 3526520, covering the following lands in Weld County, Colorado:

Township 6 North, Range 61 West of the 6th P.M.

- Section 4: W/2 and SE/4

Township 6 North, Range 62 West of the 6th P.M.

- Section 13: Lots A, B, C, and D of Recorded Exemption No. 0797-13-1 RE-4727, recorded December 26, 2007 at Reception No. 3525616 and being the NE/4 of said Section 13

3. Deed of Conservation Easement for the Balboa Barnesville East Ranch, dated effective December 31, 2007, by and between Balboa Investments LLC and Colorado Cattlemen's Agricultural Land Trust, recorded at Reception No. 3526521, covering the following lands in Weld County, Colorado:

Township 6 North, Range 61 West of the 6th P.M.

- Section 17: W/2 NW/4 and the NW/4 SW/4
- Section 18: E/2 NE/4 and the NE/4 SE/4

Township 6 North, Range 62 West of the 6th P.M.

- Section 13: Lots A, B, C, and D of Recorded Exemption No. 0797-13-4 RE-4720, recorded December 11, 2007 at Reception No. 3522885 and being the SE/4 of said Section 13

Exhibit "C"

Attached to and made a part of that certain Amended and Restated Surface Use Agreement, dated June 24, 2015 by and between Purcell Conservation Group, LLC and Bill Barrett Corporation

1. Agreement for Right of Way, Pipeline Easement and Surface Access dated December 14, 2010 by and between Purcell Conservation Group, LLC and EOG Resources, Inc. covering portions of Parcel 5, including the E2W2NE4, E2W2SE4, E2SE4, SE4NE4, S4NE4NE4, All east of County Rd. in SW4SE4, Section 23-Township 6 North, Range 62 West of the 6th PM, Weld County, Colorado.
2. Agreement for Right of Way, Pipeline Easement and Surface Access dated December 14, 2010 by and between Purcell Conservation Group, LLC and EOG Resources, Inc. covering portions of Parcel 5, including the E2, Section 26-Township 6 North, Range 62 West of the 6th PM, Weld County, Colorado.
3. Agreement for Right of Way, Pipeline Easement and Surface Access dated December 14, 2010 by and between Purcell Conservation Group, LLC and EOG Resources, Inc. covering Parcel 1, the W2, SE4 Section 4-Township 6 North, Range 61 West of the 6th PM, Weld County, Colorado and amended to include Parcel 3 as described on Exhibit "A" attached hereto.
4. Agreement for Right of Way, Pipeline Easement and Surface Access dated December 14, 2010 by and between Purcell Conservation Group, LLC and EOG Resources, Inc. covering portions of Parcel 5, including the W2, Section 25-Township 6 North, Range 62 West of the 6th PM, Weld County, Colorado.
5. Agreement for Right of Way, Pipeline Easement and Surface Access dated December 14, 2010 by and between Purcell Conservation Group, LLC and EOG Resources, Inc. covering portions of Parcel 5, including the N2N2, Section 35-Township 6 North, Range 62 West of the 6th PM, Weld County, Colorado.
6. Agreement for Right of Way, Pipeline Easement and Surface Access dated December 14, 2010 by and between Purcell Conservation Group, LLC and EOG Resources, Inc. covering portions of Parcel 2, including the W2NW4, NW4SW4, Section 17-Township 6 North, Range 61 West of the 6th PM, Weld County, Colorado and amended to include the remainder of Parcel 2 as well as all of Parcel 4 as described on Exhibit "A" attached hereto.