

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is effective the 17<sup>th</sup> day of March, 2010, between Brit C. McLin and Sharon T. McLin, as joint tenants, and Midnight Star Breeders LLC, a Colorado limited liability company (together, "Owner"), whose address is P.O. Box 957, Silt, Colorado 81652, and Antero Resources Piceance Corporation, a Delaware corporation authorized to conduct business in Colorado ("Operator"), whose address is 1625 17<sup>th</sup> Street, Denver, Colorado 80202.

### RECITALS

A. Owner owns the surface of the real property in Garfield County, Colorado (the "Property") legally described in the attached and incorporated Exhibit A.

B. Operator is the lessee in certain oil and gas leases, which have been amended from time to time (collectively, the "Lease"), granting Operator certain rights to minerals underlying the Property.

C. Operator wishes to drill multiple oil and gas wells on the Property ("Wells") for the extraction of the minerals described in the Lease.

D. Owner and Operator wish to memorialize their agreement concerning the payment for damages to the surface of the Property in connection with the drilling, construction, completion, re-completion, reworking, re-entry, production, maintenance and operation of the Well(s), and for the construction, maintenance and use of any roads and pipelines located on the Property.

THEREFORE, in consideration of the mutual covenants in this Agreement, and Operator's agreement to pay the damages described in this Agreement, the parties agree as follows:

### TERMS

#### 1. Wells and Well Pads.

1.1. Operator may construct a maximum of three (3) well site pads for drilling, completion (including use of the surface for equipment relating to fracture stimulation operations), re-completion, reworking, re-entry, production, maintenance and operation of Wells ("Well Pads") on the Property at the locations depicted on the map attached to this Agreement as Exhibit B. No Well Pad shall exceed five (5) acres of disturbed area (including any cuts and fills) during drilling and completion operations, or two (2) acres of disturbed area (including any cuts and fills) after initial reclamation. Operator may drill the maximum number of Wells on the Well Pads permitted by the Colorado Oil and Gas Conservation Commission ("COGCC"). As used in this Agreement, "Well" shall mean a well and the accompanying wellbore (either vertically or directionally drilled from the Well Pad) for the production of oil and gas, and all associated casing and wellhead equipment.



rights hereunder shall not release Operator from liability under this Agreement, unless specifically released by Owner in writing.

8.30. No Recording of Agreement. This Agreement shall not be recorded. The parties agree, however, that a Memorandum of Agreement may be executed on behalf of this Agreement and Operator shall be entitled to record this document.

OWNER:




Brit C. McLin

MIDNIGHT STAR BREEDERS LLC



Sharon T. McLin

MIDNIGHT STAR BREEDERS LLC



Brit C. McLin, Managing Member



Sharon T. McLin, Managing Member

OPERATOR:

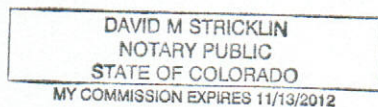
ANTERO RESOURCES PICEANCE CORPORATION

\_\_\_\_\_  
Brian A. Kuhn, Vice President

STATE OF COLORADO                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed and sworn to before me on August 17, 2010, by Brit C. McLin and Sharon T. McLin, both individually and as Managing Members of Midnight Star Breeders LLC.

My commission expires: Nov 13, 2012  
Witness my hand and seal.



Notary Public