

SURFACE USE AND EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2010 ("Effective Date") by and between the B.F. & M.E. Porter LLP, whose address is 2571 County Road 314, New Castle, CO 81647, hereinafter called "Owner", and Antero Resources Piceance Corporation, whose address is 1625 17th Street, Denver, Colorado 80202, hereinafter called "Operator".

WHEREAS, Owner is the owner of all or part of the surface of the lands depicted on Exhibit A attached hereto and made a part hereof further described to wit:

A parcel of land generally located in Sections 6, 7, 8, 9, 18, 17, 16, 19, 20 and 21 of Township 6 South, Range 90 West and Sections 12 of Township 6 South, Range 91 West, Garfield County, Colorado a deed to which is located at Reception #666236 in the Garfield County, Colorado records. Also known as Parcel Number 218317100064 of the Garfield County, Colorado Assessor's Office and for all purposes hereafter referred to as the ("Lands");

WHEREAS, Operator desires to utilize the Lands for the operations hereafter described, and Owner desires to allow such utilization;

WHEREAS, Owner and Operator desire to enter into this Agreement to stipulate the terms and conditions under which Owner will permit use of the Lands by Operator.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Owner and Operator agree as follows:

1. **Surface Ownership.** Operator desires to explore for and produce oil and gas and associated hydrocarbons on property owned by Owner and depicted on Exhibit A attached hereto and made a part hereof for all purpose.
2. **Grant of Easement.** Owner hereby grants to Operator a right-of-way and easement on, over, through and across the

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25. **Assignability and Binding Effect.** This Agreement may not be assigned by Operator without the prior written consent to such assignment by Owner.

In witness whereof, Owner and Operator have executed this Agreement effective the date listed above regardless of the date of execution.

OWNER:

B.F. & M.E., LLLP

OPERATOR:

Antero Resources Piceance Corporation

By: Martha Porter
Martha Porter, General Partner

By: Brian A. Kuhn, Vice President

B.F. & M.E. Porter LLLP
2571 County Road 314
New Castle, CO 81647

ACKNOWLEDGMENTS

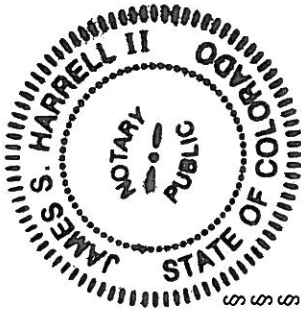
STATE OF COLORADO §
COUNTY OF GARFIELD §

The foregoing instrument is acknowledged before me, a notary public, this 7th day of June, 2010, by Martha Porter, General Partner of B.F. & M.E. Porter LLLP.

Witness my hand and official seal,

My commission expires: 2/29/2012

James S. Harrell II
Notary Public



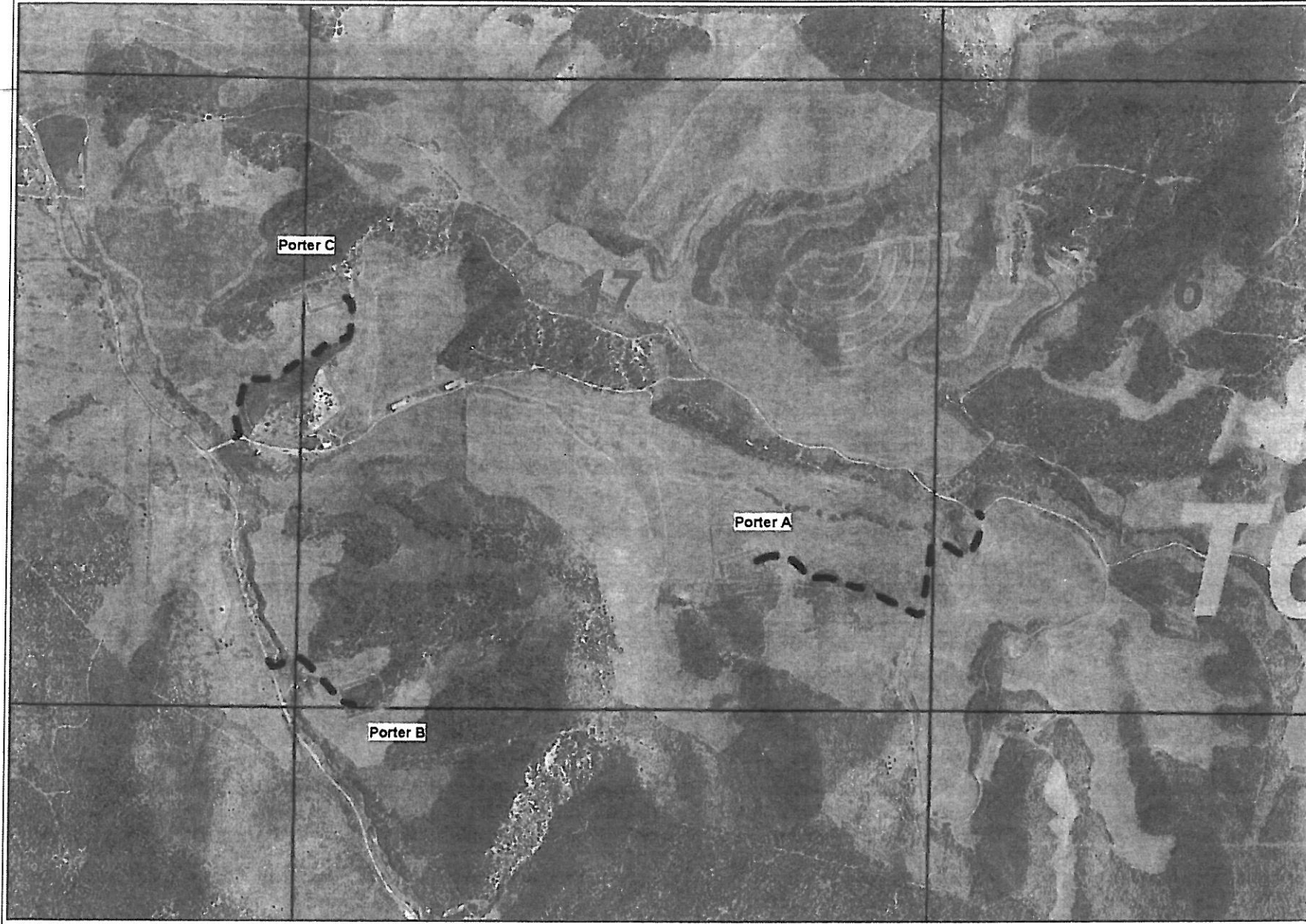
STATE OF COLORADO §
COUNTY OF DENVER §

The foregoing instrument is acknowledged before me, a notary public, this _____ day of _____, 2010, by Brian A. Kuhn as Vice President of Antero Resources Piceance Corporation on behalf of said corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public



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MEP

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