

SURFACE USE AGREEMENT

This Surface Use Agreement (“Agreement”) is entered into and made effective this 15th day of January, 2009 (“Effective Date”) by and between Battlement Mesa Partners, LLC a Colorado limited liability company d/b/a Battlement Mesa Company, and Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, , Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC, whose address is 73 G Sippelle Drive, Battlement Mesa Colorado 81635 hereinafter, collectively, called “Owner”, Exxon Mobil Corporation hereinafter called “ExxonMobil”, and Antero Resources Piceance Corporation, 1625 Seventeenth Street, Suite 300, Denver, Colorado 80202, hereinafter called “Operator.” Owner and Operator may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Owner owns portions of the surface of a tract of land described in the attached Exhibit A located in Garfield County, Colorado, identified as a part of Battlement Mesa PUD, hereinafter referred to as the “Property” and currently is in the process of developing the same for residential and commercial uses;

WHEREAS, the Property is subject to a surface use agreement with predecessor of ExxonMobil dated December 12, 1989 (“BMP-ExxonMobil SUA”) which agreement reserved to ExxonMobil the right to use portions of the Property to develop its mineral interest underlying the Property;

WHEREAS, Operator holds valid and subsisting oil and gas leasehold rights underlying portions of the Property from both ExxonMobil, Owner and other parties, and, as such has the right to reasonable use of the surface of the Property to explore for, develop, and produce certain of the oil, gas and other hydrocarbons (“Oil and Gas”) that underlie the Property; and,

WHEREAS, the Parties desire to enter into this Agreement to supersede in part the BMP-ExxonMobil SUA and to set forth their understanding of the rights and obligations of the Parties concerning operations on and development of the Property and to provide for

the coexistence and joint development of the surface estate and the Oil and Gas estate and to delineate the process through which the two estates will be developed; and

WHEREAS, it is the intent of the Parties that all of the existing owners of the surface of the Property be included in this Agreement, and for that purpose and to the best of the Owners' knowledge, all of the entities related to Battlement Mesa Partners LLC that have an ownership interest in the surface estate in the Property are listed in the first attestation paragraph above. To the extent it is later determined that entities that have an ownership interest in the Property and that are related to Battlement Mesa Partners LLC are not parties to this agreement, Owner shall cause those omitted entities to ratify and endorse this Agreement when they are subsequently identified;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Owner hereby grants to Operator a right-of-way and easement on, over, through, under and across the Property for the purpose of drilling, completing, operating and producing gas wells, conducting reservoir fracture stimulation operations, re-completing and monitoring wells therefore, together with the right-of-way and easement on, over, through and across the Property necessary to construct operate, maintain and repair (including but not limited to) access roads, fluid retention reservoirs, well sites, tank batteries, compressors, electrical lines, facilities, pipelines for handling both production produced from the Property, as well as that produced from other lands which Owner may not have an interest, which may be necessary for Operator to have a continuous and efficient pipeline system, pigging facilities, tanks, water discharge, and any other actions deemed necessary by Operator for its operations. Operator shall provide, within ninety (90) days of the execution of this Agreement, legal descriptions of the pipeline easements granted herein as well as envelopes for Wellsite Locations and their access roads. These legal descriptions are to be provided by Schmueser, Gordon, Meyer, or an engineering firm selected by the agreement of Owner and Operator.
2. Conformance with Exhibit B. Operator shall locate and stake the proposed placement of all Wellsite Locations, all access roads, and all gas-gathering lines, as depicted on Exhibit B for inspection by Owner at least 15 calendar days prior to any construction operations for such proposed surface activity. Owner may inspect the staked locations and their boundaries to determine whether they conform to the locations as depicted on Exhibit B. Within 5 calendar days of having been notified of such staking, Owner may object to the staked locations and their boundaries on the grounds that they do not conform to the locations as depicted on Exhibit B. If Owner objects, Operator shall either re-stake the locations if it does not actually conform to the survey, or confirm that it does actually conform with to the locations as depicted on Exhibit B. If Owner does not object within 5 calendar days after having received the initial notice, then it will be deemed to have waived any objection to the staked locations.
3. Wellsite Locations. Exhibit B depicts locations of the planned well sites and central water handling and treatment facilities ("Wellsite Locations") to be used by the

**Surface Use Agreement
Dated January 15, 2009
Antero – BMP – ExxonMobil**

Pages 3 – 13 REDACTED

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

OWNER: Battlement Mesa Partners, LLC

OWNERS:

Battlement Mesa Land Investments, LLC
Battlement Mesa Land Investments Parcel 1 LLC
Battlement Mesa Land Investments Parcel 2 LLC
Battlement Mesa Land Investments Parcel 3 LLC
Battlement Mesa Land Investments Parcel 6 LLC
Battlement Mesa Land Investments Parcel 7 LLC
Battlement Mesa Land Investments Parcel OHS LLC
Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC
Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC
Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC
Battlement Mesa Land Investments Parcel Fairways LLC
Green Head Investments 1 LLC
Burning Rock B2L2 LLC
MCV2 Church Site LLC
Battlement Mesa Golf Course, LLC
Saddleback Village Convenience Center, LLC
Willow Park Apartments LLC
Battlement Mesa Land Investments Parcel 1-A, LLC
Paradise Valley Minerals LLC
Battlement Mesa Land Investments Town Center 1 LLC
Battlement Mesa Land Investments Town Center 2 LLC
Battlement Mesa Land Investments Town Center 3 LLC
Battlement Mesa Plaza Town Center, LLC
Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC
Battlement Mesa Land Investments OES LLC
Battlement Mesa RV Park LLC
Battlement Mesa RV Storage LLC
Battlement Mesa Office I LLC
Modular Homes LLC
Tamarisk Village Pads, LLC
Willow Ridge at Battlement Mesa LLC

Battlement Mesa Parcel 5 LLC
Battlement Mesa Lot Holdings LLC

Battlement Mesa Partners LLC

Name:
Title:

Eric Schmela
Authorized Agent

3-2-09

OPERATOR: Antero Resources Piceance Corporation

Name: Brian A. Kuhn
Title: Vice President

EXXON MOBIL CORPORATION:
Name: John C. Rothwell
Title: Agent and Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on this 2nd day of March, 2009, by Eric Schmela, Authorized Agent for Battlement Mesa Partners, LLC a Colorado limited liability company d/b/a Battlement Mesa Company, and Battlement Mesa Land Investments, LLC, Battlement Mesa Land Investments Parcel 1 LLC, Battlement Mesa Land Investments Parcel 2 LLC, Battlement Mesa Land Investments Parcel 3 LLC, Battlement Mesa Land Investments Parcel 6 LLC, Battlement Mesa Land Investments Parcel 7 LLC, Battlement Mesa Land Investments Parcel OHS LLC, Battlement Mesa Land Investments Parcel 5-1, TRK3 and 4 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 5 LLC, Battlement Mesa Land Investments Parcel 5-2, TRK 6 LLC, Battlement Mesa Land Investments Parcel Fairways LLC, Green Head Investments 1 LLC, Burning Rock B2L2 LLC, MCV2 Church Site LLC, Battlement Mesa Golf Course, LLC, Saddleback Village Convenience Center, LLC, Willow Park Apartments LLC, Battlement Mesa Land Investments Parcel 1-A, LLC, Paradise Valley Minerals LLC, Battlement Mesa Land Investments Town Center 1 LLC, Battlement Mesa Land Investments Town Center 2 LLC, Battlement Mesa Land Investments Town Center 3 LLC, Battlement Mesa Plaza Town Center, LLC, Battlement Mesa Land Investments Parcel 5-1, TRK 2 LLC, Battlement Mesa Land Investments OES LLC, Battlement Mesa RV Park LLC, Battlement Mesa RV Storage LLC, Battlement Mesa Office I LLC, Modular Homes LLC, Tamarisk Village Pads, LLC, Willow Ridge at Battlement Mesa LLC, , Battlement Mesa Parcel 5 LLC, Battlement Mesa Lot Holdings LLC, on behalf of said entities.

My Commission Expires:

Shelley K. Leo
Notary Public, State of Colorado

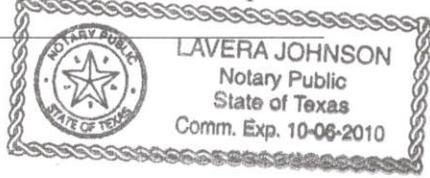


My Commission Expires 09/21/2012

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 17 day of March, 2009, by John C. Rothwell, Agent and Attorney-in-fact for EXXON MOBIL CORPORATION, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:



Lavera Johnson
Notary Public, State of Texas

STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on this 14th day of April, 2009, by Brian A. Kuhn, Vice President, for ANTERO RESOURCES PICEANCE CORPORATION, on behalf of said corporation.

My Commission Expires:
8/3/11

Kelly Huffman
Notary Public, State of Colorado

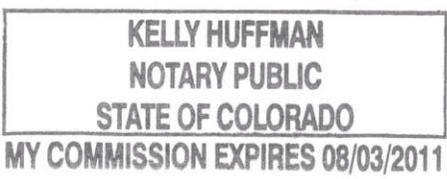


Exhibit A

Description of Battlement Mesa PUD

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in Sections 5, 6, 7, 8, 9, 10, 16, 17, 18, and 19, Township 7 South, Range 95 West and Sections 13 and 24, Township 7 South, Range 96 West, of the Sixth Principal Meridian, County of Garfield, State of Colorado, more particularly described as follows:

Beginning at the East 1/4 Corner of Section 5, Township 7 South, Range 95 West;
Thence along the East line of Section 5 South 00°15'43" West a distance of 1628.34 feet, to the Southeast Corner of the N1/2 NE1/4 SE1/4 SE1/4 of said Section 5;
Thence along the South line of the N1/2 NE1/4 SE1/4 SE1/4 North 87°19'30" West a distance of 664.56 feet, to the Southwest Corner of said N1/2 NE1/4 SE1/4 SE1/4;
Thence along the West line of the N1/2 NE1/4 SE1/4 SE1/4 of Section 5, North 00°23'16" East a distance of 324.34 feet to the Northwest Corner of said NE1/4 SE1/4 SE1/4;
Thence along the North line of the SE1/4 SE1/4 of said Section 5, North 87°26'14" West a distance of 663.79 feet, to the Northwest Corner of said SE1/4 SE1/4;
Thence along the West line of SE1/4 SE1/4 of said Section 5, South 00°30'52" West a distance of 1292.05 feet to the Southwest Corner of said SE1/4 SE1/4;
Thence along the South line of said Section 5, South 86°59'25" East a distance of 1033.74 feet to the Southeast Corner of said Section 5;
Thence along the North line of Section 9, Township 7 South, Range 95 West, South 87°59'43" East a distance of 1326.37 feet, to the Northeast Corner of the NW1/4 NW1/4 of said Section 9;
Thence along the East line of the NW1/4 NW1/4 of said Section 9, South 01°02'26" West a distance of 1301.45 feet to the Southeast Corner of said NW1/4 NW1/4;
Thence along the North line of the SE1/4 NW1/4 of said Section 9, South 88°02'23" East a distance of 1324.35 feet to the Northeast Corner of said SE1/4 NW1/4;
Thence along the North line of the SW1/4 NE1/4 of said Section 9, South 88°35'51" East a distance of 1275.60 feet, to the Northeast Corner of said SW1/4 NE1/4;
Thence along the West line of the NE1/4 NE1/4 of said Section 9, North 01°04'15" East a distance of 1311.84 feet to the Northwest Corner of said NE1/4 NE1/4;
Thence along the North line of said Section 9, South

89°06'43" East a distance of 1174.26 feet to the Northeast Corner of said Section 9;

Thence along the East line of said Section 9, South 01°00'49" West a distance of 1323.29 feet, to the

Southeast Corner of the NE1/4 NE1/4 of said Section 9;

Thence along the North line of the SW1/4 NW1/4 of Section 10, Township 7 South, Range 95 West, South 88°46'55" East a distance of 631.29 feet to a point on the North line of the said SW1/4 NW1/4, 687 feet West of the Northeast

Corner of said SW1/4 NW1/4, said point being the Northwest Corner of that parcel of land described in Document Number 198564 as recorded in Book 302 at Page 200 of the records of the Clerk and Recorder of Garfield County;

Thence along the boundary of said parcel the following five (5) courses:

- (1) South 00°49'34" West a distance of 221.67 feet;
- (2) South 48°09'56" East a distance of 361.92 feet to a point 456.00 feet, as measured at right angles, southerly from the North line of the SW1/4 NW1/4 of said Section 10;
- (3) South 89°17'47" East a distance of 166.55 feet;
- (4) South 00°49'34" West a distance of 201.43 feet;
- (5) South 89°17'47" East a distance of 246.37 feet;

to a point on the East line of said SW1/4 NW1/4 655 feet South of the Northeast Corner of said SW1/4 NW1/4;

Thence departing said parcel boundary along the East line of the SW1/4 NW1/4 of said Section 10, South 00°54'36" West a distance of 667.20 feet to the Southeast Corner of said SW1/4 NW1/4;

Thence along the East line of the NW1/4 SW1/4 of said Section 10, South 00°54'38" West a distance of 1315.11 feet to the Southeast Corner of said NW1/4 SW1/4;

Thence along the South line of the NW1/4 SW1/4 of said Section 10, North 89°11'04" West a distance of 1323.06 feet to the Southwest Corner of said NW1/4 SW1/4;

Thence along the South line of the N1/2 SE1/4 of Section 9, Township 7 South, Range 95 West, North 87°19'11" West a distance of 2557.45 feet to the Southwest Corner of said N1/2 SE1/4;

Thence along the South line of the N1/2 SW1/4 of Section 9, North 88°38'08" West a distance of 2654.44 feet to the Southwest Corner of said N1/2 SW1/4;

Thence along the South line of the NE1/4 SE1/4 of Section 8, Township 7 South, Range 95 West, North 88°43'49" West a distance of 1331.33 feet to the Southwest Corner of said NE1/4 SE1/4 of Section 8;

Thence along the West line of the SE1/4 SE1/4 of Section 8, South 01°20'14" West a distance of 1316.23 feet to the

Southwest Corner of said SE1/4 SE1/4 of Section 8;
 Thence along the East line of the W1/2 NE1/4 of Section
 17, South 01'00'57" West a distance of 2639.16 feet to the
 Southeast Corner of said W1/2 NE1/4 of Section 17;
 Thence along the North line of the NE1/4 SE1/4 of Section
 17, South 88'46'04" East a distance of 1324.13 feet to the
 E1/4 Corner of Section 17;
 Thence along the Easterly line of the NE1/4 SE1/4 of
 Section 17, South 01'01'24" West a distance of 1320.50
 feet to the Southeast Corner of the NE1/4 SE1/4 of Section
 17;
 Thence along the North line of the SW1/4 SW1/4 of Section
 16, Township 7 South, Range 95 West, South 87'41'13" East
 a distance of 1330.94 feet to the Northeast Corner of said
 SW1/4 SW1/4;
 Thence along the East line of the SW1/4 SW1/4 of Section
 16, South 01'03'30" West a distance of 1322.00 feet to the
 Southeast Corner of said SW1/4 SW1/4;
 Thence along the South line of said Section 16 North
 87'37'18" West a distance of 1330.20 feet to the Southwest
 Corner of said Section 16;
 Thence along the South line of Section 17, Township 7
 South, Range 95 West, North 88'44'01" West a distance of
 1984.49 feet to the Southwest Corner of the E1/2 SW1/4
 SE1/4;
 Thence along the West line of the E1/2 SW1/4 SE1/4, North
 00'59'11" East, a distance of 1319.91 feet to the
 Northwest Corner of said E1/2 SW1/4 SE1/4;
 Thence along the South line of the NW1/4 SE1/4 of said
 Section 17, North 88'45'02" West a distance of 661.78 feet
 to the Southwest Corner of said NW1/4 SE1/4;
 Thence along the South line of the NE1/4 SW1/4, North
 88'45'02" West a distance of 1158.58 feet to a point 10
 rods East of the Southwest Corner of said NE1/4 SW1/4;
 Thence North 01'03'04" East a distance of 131.93 feet;
 Thence North 88'43'44" West a distance of 165.63 feet;
 Thence North 00'55'58" East a distance of 527.66 feet,
 along the West line of the NE1/4 SW1/4 to the Northeast
 Corner of the S1/2 NW1/4 SW1/4;
 Thence North 88'45'33" West 1324.42 feet to the Northeast
 Corner of the E1/2 SE1/4, NE1/4 SE1/4 of Section 18,
 Township 7 South, Range 95 West;
 Thence along the North line of the E1/2 SE1/4 NE1/4 SE1/4
 of said Section 18, North 88'24'33" West a distance of
 329.86 feet to the Northwest Corner of said E1/2 SE1/4
 NE1/4 SE1/4;
 Thence along the West line of the E1/2 SE1/4 NE1/4 SE1/4
 of said Section 18, South 00'53'57" West a distance of
 659.61 feet to the Southwest Corner of said E1/2 SE1/4
 NE1/4 SE1/4;

Thence along the South line of the NE1/4 SE1/4 of said Section 18, North 88°26'07" West a distance of 989.84 feet to the Southwest Corner of said NE1/4 SE1/4;
 Thence along the East line of the SW1/4 SE1/4 of said Section 18, South 00°55'21" West a distance of 1320.46 feet to the Southeast Corner of said SW1/4 SE1/4;
 Thence along the East line of the W1/2 NE1/4 of Section 19, Township 7 South, Range 95 West, South 01°06'34" West a distance of 2642.08 feet to the Southeast Corner of said W1/2 NE1/4;
 Thence along the South line of the NE1/4 of Section 19, North 88°41'12" West a distance of 1329.89 feet to the Southwest Corner of said NE1/4;
 Thence continuing Westerly along the South line of the NW1/4 of said Section 19, North 88°41'12" West 2570.38 feet to the Southwest Corner of said NW1/4 of Section 19;
 Thence continuing Westerly along the South line of the NE1/4 of Section 24, Township 7 South, Range 96 West, North 89°32'43" West a distance of 2673.12 feet to the Southwest Corner of said NE1/4;
 Thence along the West line of said NE1/4, North 00°23'55" West 1023.06 feet;
 Thence North 01°25'42" East 229.68 feet;
 Thence North 66°11'04" West 236.83 feet;
 Thence North 34°29'42" East 1613.03 feet;
 Thence North 88°52'30" West 202.82 feet;
 Thence North 00°00'00" East 461.13 feet;
 Thence North 81°10'00" West 955.94 feet to the centerline of the Colorado River;
 Thence along said center the following courses and distances;

North 26°28'25" East 232.98 feet;
 North 30°21'25" East 206.15 feet;
 North 35°25'25" East 644.58 feet;
 North 29°17'25" East 829.38 feet;
 North 40°24'25" East 99.86 feet;
 North 36°27'25" East 150.05 feet;
 North 34°54'25" East 163.27 feet;
 North 31°12'21" East 266.75 feet;
 North 50°36'25" East 686.79 feet;
 North 72°23'50" East 390.96 feet;
 North 76°17'12" East 151.22 feet;
 North 77°41'27" East 463.54 feet;
 North 79°53'07" East 281.99 feet;
 North 79°01'50" East 87.91 feet;
 North 62°57'39" East 257.89 feet;
 North 27°17'27" East 312.44 feet;
 North 40°46'59" East 126.43 feet;
 North 24°17'40" East 197.27 feet;

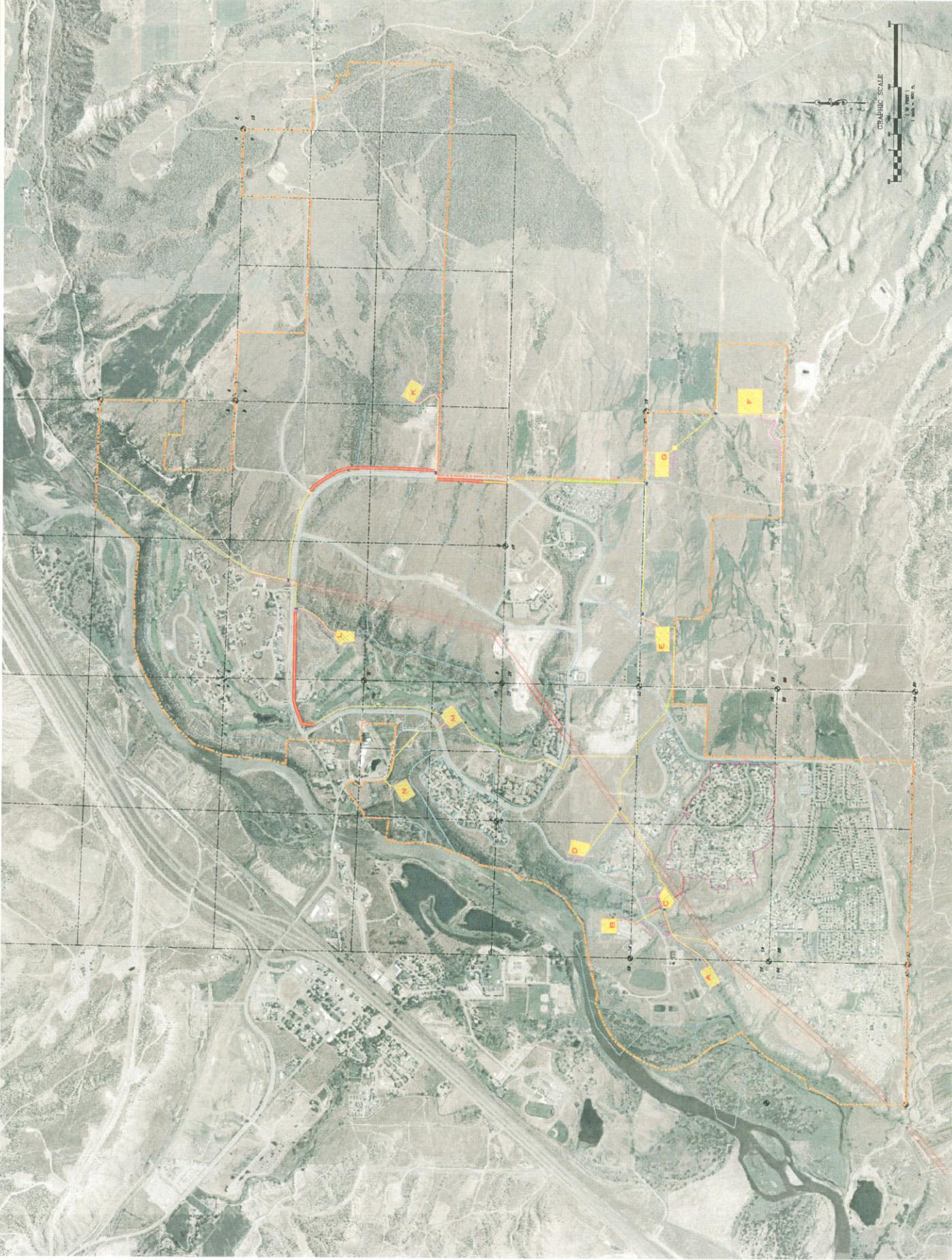
North 32°26'39" East 124.13 feet;
North 60°01'18" East 109.42 feet;
North 74°02'49" East 226.07 feet;
North 78°19'08" East 154.17 feet;
North 53°40'20" East 444.46 feet;
North 35°52'21" East 149.32 feet;
North 26°41'02" East 150.34 feet;
North 14°13'25" East 511.69 feet;
North 24°54'48" East 241.07 feet;
North 14°40'02" East 996.76 feet;
North 04°23'25" West 274.60 feet;
North 08°35'04" East 215.19 feet;
North 10°08'11" East 79.88 feet;
North 32°27'48" East 71.69 feet;

Thence leaving said Colorado River centerline South
81°08'11" East 526.15 feet;
Thence North 01°04'10" East a distance of 485.22 feet;
Thence South 88°24'36" East a distance of 83.00 feet;
Thence North 53°18'25" East a distance of 635.50 feet to
the southerly Right-Of-Way of the existing County
Road;
Thence along said Right-Of-Way South 43°14'11" East a
distance of 55.74 feet;
Thence continuing along said Right-Of-Way South 34°04'07"
East 107.02 feet;
Thence continuing along said Right-Of-Way South 15°35'44"
East 66.56 feet;
Thence North 72°19'16" West a distance of 13.56 feet;
Thence South 79°47'18" West a distance of 24.89 feet;
Thence South 37°23'26" West a distance of 100.52 feet;
Thence South 06°07'27" West a distance of 83.52 feet;
Thence North 88°48'43" East a distance of 85.28 feet to
the westerly Right-Of-Way of the existing County
Road;
Thence along said Right-Of-Way the following courses and
distances: South 10°11'10" East a distance of 50.84
feet;
Thence 244.26 feet along the arc of a curve to the left
having a radius of 1611.94 feet, the chord of said
curve bears South 02°50'01" East a distance of 244.03
feet;
Thence 331.22 feet along the arc of a curve to the left
having a radius of 270.10 feet the chord of said
curve bears South 42°18'20" East 310.85 feet;
Thence South 77°25'36" East a distance of 249.91 feet;
Thence South 82°00'16" East 142.25 feet;
Thence leaving said County Road Right-Of-Way North
13°52'58" East a distance of 60.00 feet;
Thence South 76°07'01" East a distance of 196.00 feet;

Exhibit B

Map Depicting General Location of
Wellsite Locations, Access Roads and Pipeline Easements

(Plat follows)



LEGEND

- Boundary
- Water
- Channel
- Flow Line
- Power Line
- Well Pad
- Pipeline
- Other



SCHLIESER | GORDON | METER
 SCHLIESER & ASSOCIATES
 SCHLIESER GORDON METER
 114 W. 3RD STREET, SUITE 200
 ASPEN, COLORADO 81713
 (970) 925-1000 FAX (970) 925-3448
 (970) 925-1000 FAX (970) 925-0227
 CRESTED BUTTE, CO 81702 348-5385

Battlement Mesa PUD
Well Pads & Pipelines

DATE	BY	REVISION

Exhibit B to
Surface Use
Agreement

DATE	1/20/09	OF	1
PROJECT			
DRAWN BY			
CHECKED BY			
DATE			



Exhibit C

Specific Operational Requirements
For
Wellsite Locations, Access Roads and Pipeline Easements

Surface Use Agreement

Dated January 15, 2009

Antero-BMP-ExxonMobil

Exhibit C Pages: 24-25, 26-27 & 30-38 - REDACTED

Wellsite Location B
Specific Operational Requirements

1.

2.

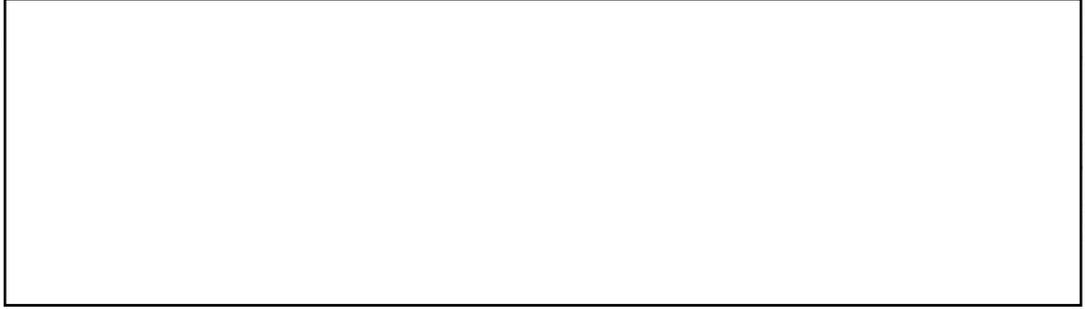
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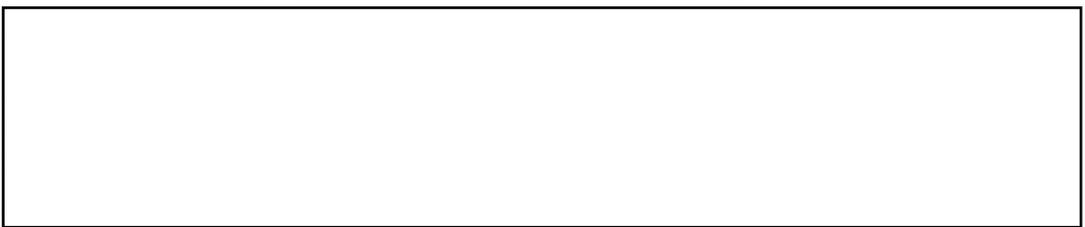
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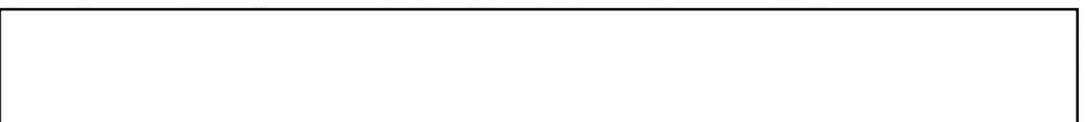
Wellsite Location D
Specific Operational Requirements

1. 

2. 

3. 

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6.

7.

8.

9.

Surface Use Agreement
Dated January 15, 2009
Antero-BMP-ExxonMobil

Exhibit D - REDACTED