

**FOURTH AMENDMENT TO
SURFACE USE AND DEVELOPMENT AGREEMENT**

This Fourth Amendment to Surface Use and Development Agreement ("Fourth Amendment") is entered into and made effective this 12th day of October, 2011 ("Effective Date") by and between the Dixon Water Foundation, a Texas nonprofit corporation ("Dixon Water Foundation") whose address is 6060 North Central Expressway, Suite 305, Dallas, Texas 75206, the Discovery Foundation, a Texas nonprofit corporation ("Discovery Foundation") whose address is 6060 North Central Expressway, Suite 305, Dallas, Texas 75206 collectively hereinafter called "Owner", and Antero Resources Piceance Corporation, a Delaware corporation (successor in interest to Antero Resources II Corporation) whose address is 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 Owners' predecessor-in-interest, Valley Farms, Inc. (as "Lessor") and Operator (as "Lessee") are Parties to that certain Oil and Gas Lease dated August 23, 2004 covering certain lands in Garfield County, Colorado (the "Lease"), a memorandum of which is recorded in the real property records of Garfield County, Colorado at Book 1635, Page 630, Reception Number 662681;

WHEREAS, by a CONVEYANCE AND ASSIGNMENT WITH RESERVATION OF 2.1305% INTEREST recorded as Reception Number 741915 in Garfield County, Colorado, Valley Farms, Inc. conveyed all of its interest in the minerals covered by the Lease to the Dixon Water Foundation and the Discovery Foundation and also assigned all Executive Rights under the Lease to the Dixon Water Foundation;

WHEREAS, the Dixon Water Foundation or the Discovery Foundation own the surface for a tract of land located in Sections 9, 10, 11, 12, 13, 14, 15 and 16, Township 6 South, Range 92 West, located in Garfield County, Colorado, which is referred to hereinafter as the "Property";

WHEREAS, Valley Farms, Inc. and Operator entered into a Surface Use and Development Agreement ("Original Agreement") dated July 13, 2005, as amended by the First Amendment to Surface Use and Development Agreement ("First Amendment") dated July 10, 2007 and as amended by the Second Amendment to Surface Use and Development Agreement ("Second Amendment") dated January 27, 2010, and as amended by the Third Amendment to Surface Use and Development Agreement ("Third Amendment") dated June 16, 2010, which agreements set forth the mutual understanding of the relative rights and obligations concerning oil and gas operations on the Property, the development of the Property as a planned unit development, terms and conditions for the coexistence and joint development of the surface estate and the oil and gas estate, and the development process for the two estates;

WHEREAS, Valley Farms, Inc. has conveyed all of its interest in the Property referenced in the Original Agreement, the First Amendment and the Second Amendment to the Dixon Water Foundation and/or the Discovery Foundation ("Owner");

WHEREAS, Parties have now operated under the terms of the Original Agreement, the First Amendment, Second Amendment and the Third Amendment for several years, and changed circumstances require certain minor amendments to the terms, conditions, and descriptions described therein; and,

WHEREAS, the Parties desire to set forth their agreement concerning further amendments to the Original Agreement.

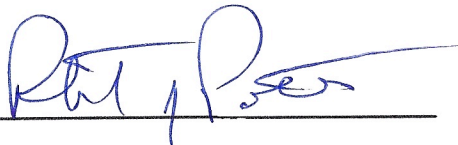
NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Original Agreement, the First Amendment, Second Amendment and the Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Operator agree as follows:

1. Exhibit A Amendment. Exhibit A to the Original Agreement, as amended by the First, Second and Third Amendments, which depicts the general positions of the Wellsite Locations to be used by the Operator to develop the oil and gas estate, together with road rights-of-way and pipeline rights-of-way necessary to provide access, is hereby amended and replaced by the new Exhibit A attached hereto and incorporated herein by this reference as "Exhibit A".
2. Enlarged I Pad Wellsite Location. The I Pad shown on the attached Exhibit A shall be enlarged to a working area of an approximate size of 300' x 400' or the equivalent square footage, but in either event shall not exceed 3 acres in size.
3. Grant of Additional Easements. Owner hereby grants to Operator a right-of-way and easement on, over, through and across the lands as depicted on Exhibit A for the purpose necessary to construct operate, maintain and repair (including but not limited to) a additional gas pipeline, for both conducting operations and handling production from the lands covered by the Lease, as well as from other lands which Owner may not have an interest, which may be necessary for Operator to have a continuous and efficient pipeline system. This right-of-way and easement is generally depicted on Exhibit A as commencing near the F Pad and ending near the C pad and beginning at the B Pad and continuing to the southern property line. Such right-of-way and easement shall not to exceed fifty feet (50') plus the additional temporary work area shown on Exhibit A during the construction phase, and shall not exceed thirty-five feet (35') after the completion of construction.
4. Mineota Estates Road. The parties acknowledge that they entered into an "AMENDMENT TO ROAD USE AGREEMENT AMONG ANTERO RESOURCES CORPORATION, ANTERO RESOURCES PICEANCE CORPORATION, MINEOTA ESTATES HOMEOWNERS ASSOCIATION, THE DIXON WATER FOUNDATION, AND THE DISCOVERY FOUNDATION" related to the use of the Mineota Estates Road for oil and gas activities. All requirements under the Road Use Agreement and the Amendment have been completed by all parties.
5. Indemnification. Operator agrees to protect, defend, indemnify and hold Owner harmless from and against any and all losses, claims, spills, causes of action, liabilities, demands, injuries, damages, costs, and expenses of any kind, including without limitation reasonable attorney fees and costs arising from or incidental to Operator's activities on Owner's Property.
6. Future Amendments. Future amendments of the Original Agreement (as subsequently amended) that only affect the property or interests of one of the owners (either the Dixon Water Foundation or the Discovery Foundation) do not need the signature of the non-affected owner. A copy of an amendment affecting only one owner shall be sent to the non-affected owner within thirty days of execution.
7. Recording. The Parties agree that this Fourth Amendment thereto shall be recorded in the real property records of Garfield County, Colorado.
8. Ratification. Except as expressly modified herein, all terms and conditions of the Original Agreement, the First Amendment, Second Amendment and the Third Amendment between the Parties shall remain in full force and effect.
9. Counterpart Signatures Operator and Owner may execute this Fourth Amendment in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

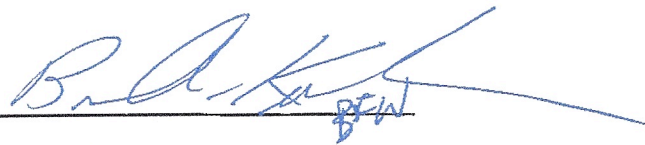
IN WITNESS WHEREOF, this Fourth Amendment is executed as of the date first above written.

OWNER:
Dixon Water Foundation

By: 

Title: Robert Potts, President

OPERATOR
Antero Resources Piceance Corporation

By: 

Title: Brian A. Kuhn, Vice President

OWNER:
Discovery Foundation

By: _____

Title: David Winter, President

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) §
COUNTY OF DENVER)

On this 12th day of October, 2011, before me personally appeared Brian A. Kuhn, known to me to be the Vice President of Antero Resources Piceance Corporation and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 07/20/2014



[Signature]
Notary Public

STATE OF TEXAS)
) §
COUNTY OF DALLAS)

On this ____ day of _____, 2011, before me personally appeared Clint Josey, known to me to be the Chairman of the Board of the Discovery Foundation and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: _____

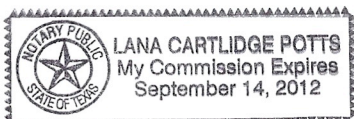
Notary Public

STATE OF TEXAS)
) §
COUNTY OF JEFF DAVIS)

On this 14th day of October, 2011, before me personally appeared Robert Potts, known to me to be the President of the Dixon Water Foundation and that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 9/14/2012



[Signature]
Notary Public