

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

This Second Amendment to Surface Use and Development Agreement ("Second Amendment") is entered into and made effective this 27th day of January, 2010 ("Effective Date") by and between the Dixon Water Foundation, a Texas nonprofit corporation 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, 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 and the First Amendment to the Dixon Water Foundation and/or the Discovery Foundation ("Owner");

WHEREAS, the land use approvals for the Stillwater Planned Unit Development which was contemplated in the Original Agreement and the First Amendment have been revoked and the property has been de-annexed from the Town of Silt;

WHEREAS, Parties have now operated under the terms of the Original Agreement and the First Amendment for four 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 and the First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Operator agree as follows:

1. Acknowledgement of Assignment. Operator acknowledges that rights and interests of Valley Farms, Inc. under the Original Agreement and the First Amendment have been assigned to the Dixon Water Foundation and the Discovery Foundation.
2. Exhibit A Amendment. Exhibit A to the Original Agreement, as amended by the First Amendment, 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".
3. Access Roads. Wellsite Access Roads as used in the Original Agreement may be used by Owner, or Owner's lessee, as part of the agricultural operation of the Property.
4. Operator's Sole Risk; Visual Impact Mitigation; Insurance. Paragraph 8.b. of the Original Agreement, as amended by the First Amendment will remain applicable in all respects to the C, D, E, F, G and H Wellsite Locations. With respect to the A, B, I, J, K, L, M, N, and O Wellsite Locations, the Parties agree that Paragraph 8.b. of the Original Agreement, as amended by the First Amendment does not apply, however, Operator will remain responsible for surface damage under the terms of the lease, including the per well consideration provided therein.
5. Reclamation. Operator shall comply with the interim and permanent reclamation requirements contained in 1000 Series of the Rules and Regulations of the Colorado Oil and Gas Commission. The interim reclamation requirements shall be triggered for any Wellsite Location where Operator has not drilled or fractured a well in the last twelve (12) months. Owner may grant Operator a six (6) month extension upon operator demonstrating that drilling or fracturing operations will occur on the Wellsite Location within the next six (6) month time period.
6. Recording. The Parties agree that this Second Amendment thereto shall be recorded in the real property records of Garfield County, Colorado.
7. Ratification. Except as expressly modified herein, all terms and conditions of the Original Agreement and the First Amendment between the Parties shall remain in full force and effect.
8. Counterpart Signatures Operator and Owner may execute this Second 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.

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

OWNER:
Dixon Water Foundation

By: 

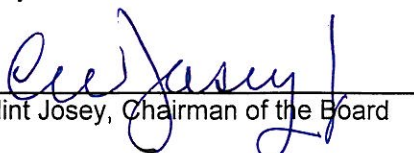
Title: Robert Potts, President

OPERATOR
Antero Resources Piceance Corporation

By: 

Title: Brian A. Kuhn, Vice President

OWNER:
Discovery Foundation

By: 

Title: Clint Josey, Chairman of the Board

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) §
COUNTY OF DENVER)

On this 2 day of January, 2010, 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: 8/3/11



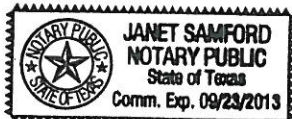
Kelly Huffman
Notary Public

STATE OF TEXAS)
) §
COUNTY OF DALLAS)

On this 27th day of January, 2010, 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: 9/23/2013



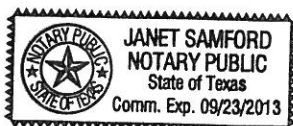
Janet Samford
Notary Public

STATE OF TEXAS)
) §
COUNTY OF DALLAS)

On this 27th day of January, 2010, 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: 9/23/2013



Janet Samford
Notary Public

Valley Farms Property Boundary

Legend

- existing well pad
- proposed well pad
- existing gas pipeline
- proposed gas pipeline
- existing water pipeline
- proposed water pipeline
- proposed access route
- existing gas pipeline
- existing water pipeline

Scale

0 1,000
FEET

ANTERO RESOURCES
Antero Resources Piceance Corporation
Piceance Basin
Garfield County, CO
Valley Farms - Exhibit A
Second Amendment
January 13, 2010

PETRA 5/13/2010 4:38:26 PM