
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (date of earliest event reported): **November 10, 2014**

Antero Midstream Partners LP

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

001-36719
(Commission
File Number)

46-4109058
(I.R.S. Employer
Identification No.)

1615 Wynkoop Street
Denver, Colorado 80202
(Address of Principal Executive Offices)
(Zip Code)

Registrant's telephone number, including area code: **(303) 357-7310**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry Into a Material Definitive Agreement.

On November 10, 2014, Antero Midstream Partners LP (the "Partnership") closed its initial public offering (the "Offering") of 46,000,000 common units representing limited partner interests in the Partnership (the "Common Units") including the 6,000,000 Common Units that were issued pursuant to the full exercise of the underwriters' (the "Underwriters") option to purchase additional Common Units, at a price to the public of \$25.00 per Common Unit (\$23.875 net of underwriting discounts and commissions), as described in the Partnership's Registration Statement on Form S-1 (File No. 333-193798), as amended. The material terms of the Offering are described in the prospectus dated November 4, 2014 (the "Prospectus") and filed by the Partnership with the Securities and Exchange Commission on November 5, 2014.

Amended and Restated Contribution Agreement

In October 2013, in connection with the initial public offering of common stock of Antero Resources Corporation ("Antero"), the Partnership entered into a contribution agreement (the "Contribution Agreement") with Antero, pursuant to which Antero agreed to contribute its midstream business to, and enter into operational agreements with, the Partnership. On November 10, 2014, in connection

with the closing of the Offering, the Partnership and Antero amended and restated the Contribution Agreement (as amended and restated, the "A&R Contribution Agreement").

Pursuant to the A&R Contribution Agreement, Antero contributed to the Partnership 100% of the membership interests in an entity that owned Antero's gathering and compression assets. Under the terms of the A&R Contribution Agreement, Antero granted the Partnership an option for two years to purchase Antero's fresh water distribution systems at fair market value, with a right of first offer thereafter. In addition, Antero assigned to the Partnership (i) its option to participate for up to a 20% non-operating equity interest in the 800-mile Energy Transfer LLC Rover Pipeline Project and (ii) its right to participate for up to a 15% non-operating equity interest in an unnamed 50-mile regional gathering pipeline extension.

The foregoing description is qualified in its entirety by reference to the full text of the A&R Contribution Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Gathering Agreement

On November 10, 2014, in connection with the closing of the Offering, Antero Midstream LLC ("Midstream Operating"), a wholly owned subsidiary of the Partnership, entered into a 20-year gas gathering and compression agreement (the "Gathering Agreement") with Antero. Pursuant to the Gathering Agreement, Antero agreed to dedicate all of its current and future acreage in West Virginia, Ohio and Pennsylvania to Midstream Operating, so long as such production is not otherwise subject to a pre-existing dedication to third-party gathering systems. In addition, if Antero acquires any gathering facilities, it is required to offer such gathering facilities to Midstream Operating at Antero's cost.

Under the Gathering Agreement, Midstream Operating will receive a low-pressure gathering fee of \$0.30 per Mcf, a high-pressure gathering fee of \$0.18 per Mcf and a compression fee of \$0.18 per Mcf, in each case subject to price adjustments based on the consumer price index ("CPI"). Midstream Operating's handling and treating of condensate is priced on a cost of services basis. If and to the extent Antero requests that Midstream Operating construct new high-pressure lines and compressor stations requested by Antero, the Gathering Agreement contains minimum volume commitments that require Antero to utilize or pay for 75% and 70%, respectively, of the capacity of such new construction. Additional high-pressure lines and compressor stations installed on Midstream Operating's own initiative are not subject to such volume commitments.

Midstream Operating also has an option to gather and compress natural gas produced by Antero on any acreage it acquires in the future outside of West Virginia, Ohio and Pennsylvania on the same terms and conditions. In the event that Midstream Operating does not exercise this option, Antero will be entitled to obtain gathering and compression services and dedicate production from limited areas to such third-party agreements from third parties.

2

In return for Antero's acreage dedication, Midstream Operating has agreed to gather, compress, dehydrate and redeliver all of Antero's dedicated natural gas on a firm commitment, first-priority basis. Midstream Operating may perform all services under the Gathering Agreement or it may perform such services through third parties. In the event that Midstream Operating does not perform its obligations under the Gathering Agreement, Antero will be entitled to certain rights and procedural remedies thereunder.

Pursuant to the Gathering Agreement, Midstream Operating has also agreed to build to and connect all of Antero's wells producing dedicated natural gas, subject to certain exceptions, upon 180 days' notice by Antero. In the event of late connections, Antero's natural gas will temporarily not be subject to the dedication. Midstream Operating is entitled to compensation under the Gathering Agreement for capital costs incurred if a well does not commence production within 30 days following the target completion date for the well set forth in the notice from Antero.

Midstream Operating has agreed to install compressor stations at Antero's direction, but will not be responsible for inlet pressures or for pressuring natural gas to enter downstream facilities if Antero has not directed us to install sufficient compression. Additionally, Midstream Operating will provide high-pressure gathering pursuant to the Gathering Agreement.

Upon completion of the initial 20-year term, the Gathering Agreement will continue in effect from year to year until such time as the agreement is terminated, effective upon an anniversary of the effective date of the agreement, by either Midstream Operating or Antero on or before the 180th day prior to the anniversary of such effective date.

The foregoing description is qualified in its entirety by reference to the full text of the Gathering Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Right of First Offer Agreement

On November 10, 2014, in connection with the closing of the Offering, Midstream Operating entered into a Right of First Offer Agreement (the "ROFO Agreement") with Antero. Pursuant to the ROFO Agreement, Antero has agreed, subject to certain exceptions, not to procure any gas processing or NGLs fractionation, transportation or marketing services with respect to its production (other than production subject to a pre-existing dedication) without first offering Midstream Operating the right to provide such services.

Antero's request for offer will describe the production that will be dedicated under the resulting agreement and the capacities of the facilities it desires and, if applicable, details of the facility Antero has acquired or proposes to acquire. Antero is permitted concurrently to seek offers from third parties for the same services on the same terms and conditions, but Midstream Operating has a right to match the fees offered by any third-party. Antero will only be permitted to obtain these services from third parties if Midstream Operating either

does not make an offer or does not match a competing third-party offer. The process could result in Antero obtaining certain of the required services from Midstream Operating (for example, gas processing) and certain of such services (for example, NGLs fractionation and related services) from a third-party. Midstream Operating's right of first offer does not apply to production that is subject to a pre-existing dedication. The ROFO Agreement has a 20-year term.

Pursuant to the procedures provided for in the ROFO Agreement, if Midstream Operating's offer prevails, Antero will enter into a gas processing agreement or other appropriate services agreement with Midstream Operating and, if applicable, transfer the acquired facility to Midstream Operating for the price for which Antero acquired it. Relevant production will be dedicated under such agreement. Midstream Operating will provide the relevant services for the offered fees, subject to a CPI-based adjustment, and Antero will be obligated to deliver minimum daily volumes or pay fees for any deficiencies in deliveries. Midstream Operating may perform all services under the gas processing or other services agreement or may perform such services through third parties. In the event that Midstream Operating does not perform its obligations under the agreement, Antero will be entitled to certain rights and procedural remedies thereunder.

If, pursuant to the foregoing procedures, Antero enters into a gas processing agreement with Midstream Operating, Midstream Operating has agreed to construct or cause to be constructed a processing plant to process the dedicated natural gas, except to the extent rendered unnecessary if Antero is transferring an acquired facility to Midstream Operating. If Antero requires additional capacity in the future at the plant at which Midstream Operating

is providing the services, Midstream Operating will have the option to provide such additional capacity on the same terms and conditions. In the event that Midstream Operating does not exercise this option, Antero will be entitled to obtain proposals from third parties to process such production.

The foregoing description is qualified in its entirety by reference to the full text of the ROFO Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

License Agreement

On November 10, 2014, in connection with the closing of the Offering, the Partnership entered into a license agreement (the "License Agreement") with Antero. Pursuant to the License Agreement, Antero agreed to grant the Partnership the right to use certain Antero-related names and trademarks in connection with the Partnership's operation of the gathering and processing assets.

The foregoing description is qualified in its entirety by reference to the full text of the License Agreement, which is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Registration Rights Agreement

On November 10, 2014, in connection with the closing of the Offering, the Partnership entered into a registration rights agreement (the "Registration Rights Agreement") with Antero. Pursuant to the Registration Rights Agreement, the Partnership may be required to register the sale of Antero's (i) Common Units issued (or issuable) to it pursuant to the A&R Contribution Agreement, (ii) subordinated units representing limited partner interests (the "Subordinated Units") and (iii) Common Units issuable upon conversion of Subordinated Units pursuant to the terms of the Partnership Agreement (as defined herein) (together, the "Registrable Securities") in certain circumstances.

Demand Registration Rights

At any time, Antero has the right to require the Partnership by written notice to register the sale of a number of their Registrable Securities in an underwritten offering. The Partnership is required to provide notice of the request within 10 days following the receipt of such demand request to all additional holders of Registrable Securities, if any, who may, in certain circumstances, participate in the registration. The Partnership is not obligated to effect any demand registration in which the anticipated aggregate offering price included in such offering is less than \$50,000,000. Once the Partnership is eligible to effect a registration on Form S-3, any such demand registration may be for a shelf registration statement.

Piggy-back Registration Rights

If, at any time, the Partnership proposes to register an offering of its securities (subject to certain exceptions) for its own account, then the Partnership must allow Antero to include a specified number of Registrable Securities in that registration statement.

Redemptive Offerings

The Partnership may be required pursuant to the Registration Rights Agreement to undertake a future public or private offering and use the proceeds (net of underwriting or placement agency discounts, fees and commissions, as applicable) to redeem an equal number of Common Units from Antero.

Conditions and Limitations; Expenses

The registration rights are subject to certain conditions and limitations, including the right of the underwriters to limit the number of Registrable Securities to be included in a registration and the Partnership's right to delay or withdraw a registration statement under

certain circumstances. The Partnership will generally pay all registration expenses in connection with its obligations under the Registration Rights Agreement, regardless of whether a registration statement is filed or becomes effective. The obligations to register Registrable Securities under the registration rights agreement will terminate when no Registrable Securities remain outstanding. Registrable Securities shall cease to be covered by the Registration Rights Agreement when they have (i) been sold pursuant to

an effective registration statement under the Securities Act of 1933, as amended (the “Securities Act”), (ii) been sold in a transaction exempt from registration under the Securities Act (including transactions pursuant to Rule 144 of the Securities Act), (iii) ceased to be outstanding, (iv) been sold in a private transaction in which Antero’s rights under the Registration Rights Agreement are not assigned to the transferee or (v) become eligible for resale pursuant to Rule 144(b) of the Securities Act (or any similar rule then in effect under the Securities Act).

The foregoing description is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is filed as Exhibit 10.5 to this Form 8-K and is incorporated in this Item 1.01 by reference.

New Revolving Credit Facility

On November 10, 2014, in connection with the closing of the Offering, the Partnership entered into a new revolving credit facility (the “New Revolving Credit Facility”) among the Partnership, certain subsidiaries of the Partnership, certain lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, l/c issuer and swing line lender and the other parties thereto. The New Revolving Credit Facility provides for lender commitments of \$1.0 billion and for a letter of credit sublimit of \$150 million. The credit facility will mature on November 10, 2019.

Principal amounts borrowed are payable on the maturity date with such borrowings bearing interest that is payable quarterly. The Partnership has a choice of borrowing in Eurodollars or at the base rate. Eurodollar loans bear interest at a rate per annum equal to the LIBOR Rate administered by the ICE Benchmark Administration for one, two, three, six or twelve months plus an applicable margin ranging from 150 to 225 basis points, depending on the leverage ratio then in effect. Base rate loans bear interest at a rate per annum equal to the greatest of (i) the agent bank’s reference rate, (ii) the federal funds effective rate plus 50 basis points and (iii) the rate for one month Eurodollar loans plus 100 basis points, plus an applicable margin ranging from 50 to 125 basis points, depending on the leverage ratio then in effect.

The New Revolving Credit Facility is secured by mortgages on substantially all of the Partnership’s properties and guarantees from its restricted subsidiaries. Interest is payable at a variable rate based on LIBOR or the prime rate based on the Partnership’s election at the time of borrowing. The New Revolving Credit Facility contains restrictive covenants that may limit the Partnership’s ability to, among other things:

- incur additional indebtedness;
- sell assets;
- make loans to others;
- make investments;
- enter into mergers;
- make certain restricted payments;
- incur liens; and
- engage in certain other transactions without the prior consent of the lenders.

Borrowings under the New Revolving Credit Facility also require the Partnership to maintain the following financial ratios:

- an interest coverage ratio, which is the ratio of the Partnership’s consolidated EBITDA to its consolidated current interest charges of at least 2.5 to 1.0 at the end of each fiscal quarter; provided that upon obtaining investment grade rating, the borrower may elect not to be subject to such ratio;
- a consolidated total leverage ratio, which is the ratio of consolidated debt to consolidated EBITDA, of not more than 5.0 to 1.0; provided that after electing to issue high yield notes, the consolidated total leverage ratio will not be more than 5.25 to 1.0, or, following the election of the borrower for one fiscal quarter after a material acquisition, 5.50 to 1.0; and

- if the Partnership elects to issue high yield notes, a consolidated senior secured leverage ratio, which is the ratio of consolidated senior secured debt to consolidated EBITDA, of not more than 3.75 to 1.0.

The foregoing description is qualified in its entirety by reference to the full text of the New Revolving Credit Facility, which is filed as Exhibit 10.6 to this Form 8-K and is incorporated in this Item 1.01 by reference.

Services Agreement

On November 10, 2014, in connection with the closing of the Offering, the Partnership entered into a services agreement (the “Services Agreement”) with Antero. Pursuant to the Services Agreement, Antero agreed to provide administrative, management and other services to the Partnership and its subsidiaries in exchange for reimbursement of its direct expenses and an allocation of its indirect expenses attributable to the provision of such services.

The foregoing description is qualified in its entirety by reference to the full text of the Services Agreement, which is filed as Exhibit 10.7 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Indemnification Agreement

On November 10, 2014, in connection with the closing of the Offering, the Partnership and Antero Resources Midstream Management LLC, the general partner of the Partnership (the “General Partner”), entered into indemnification agreements with each of the Partnership’s directors and officers (the “Indemnification Agreements”). These agreements require the General Partner and the Partnership to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to the Partnership, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Indemnification Agreements were entered into with the following directors and officers of the Partnership: Paul Rady, Glen C. Warren, Jr., Richard W. Connor, Peter R. Kagan, W. Howard Keenan, Jr., Christopher R. Manning, David A. Peters, Michael N. Kennedy, Kevin J. Kilstrom, Brian A. Kuhn, Mark D. Mauz, Steven M. Woodward, Troy Roach, Alwyn A. Schopp, Ward D. McNeilly and K. Phil Yoo.

The foregoing description is qualified in its entirety by reference to the full text of the Indemnification Agreements, which are filed as Exhibit 10.8 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets

On November 10, 2014, in connection with the closing of the Offering, the following transactions occurred pursuant to the A&R Contribution Agreement:

- Antero contributed 100% of the membership interests of Midstream Operating, which owned Antero’s gathering and compression assets, to the Partnership;
- the Partnership issued 35,940,957 Common Units and 75,940,957 Subordinated Units to Antero; and
- the Partnership used approximately \$843 million of the proceeds of the Offering to repay assumed indebtedness from Antero and reimburse Antero for certain capital expenditures incurred, including to redeem 6,000,000 Common Units held by Antero.

The foregoing description is qualified in its entirety by reference to the full text of the A&R Contribution Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 2.01 by reference.

Item 3.02. Unregistered Sales of Equity Securities

The description in Item 2.01 above of the issuances by the Partnership on November 10, 2014 in connection with the consummation of the transactions pursuant to the A&R Contribution Agreement is incorporated herein by

reference. The foregoing transactions were undertaken in reliance upon the exemption from the registration requirements in Section 4(2) of the Securities Act. The Partnership believes that exemptions other than the foregoing exemption may exist for these transactions.

Each of the Subordinated Units will convert into one Common Unit and then will participate pro rata with the other Common Units in distributions by the Partnership at the end of the subordination period. The subordination period will end on the first business day after we have earned and paid at least \$0.68 (the minimum quarterly distribution on an annualized basis) on each outstanding Common Unit and Subordinated Unit for each of three consecutive, non-overlapping four-quarter periods ending on or after September 30, 2017 and there are no outstanding arrearages on our Common Units. Notwithstanding the foregoing, the subordination period will end on the first business day after we have earned and paid at least \$1.02 (150.0% of the minimum quarterly distribution on an annualized basis) on each outstanding Common Unit and Subordinated Unit and the related distribution on the incentive distribution rights, for any four-quarter period ending on or after September 30, 2015 and there are no outstanding arrearages on our Common Units. The description of the subordination period contained in the section of the Prospectus entitled “How We Make Distributions to Our Partners—Subordination Period” is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Changes in Fiscal Year.

Limited Partnership Agreement

On November 10, 2014, in connection with the closing of the Offering, the General Partner entered into the Agreement of Limited Partnership of the Partnership (the "Partnership Agreement") with Antero. A description of the Partnership Agreement is contained in the sections of the Prospectus entitled "How We Make Distributions to Our Partners" and "The Partnership Agreement" and is incorporated in this Item 5.03 by reference.

The foregoing description and the description contained in the Prospectus are qualified in their entirety by reference to the full text of the Partnership Agreement, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated in this Item 5.03 by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibits

Exhibit Number	Description
3.1	Agreement of Limited Partnership, dated as of November 10, 2014, by and between Antero Resources Midstream Management LLC, as the General Partner, and Antero Resources Corporation, as the Organizational Limited Partner.
10.1	Amended and Restated Contribution Agreement, dated as of November 10, 2014, by and between Antero Resources Corporation and Antero Midstream Partners LP.
10.2	Gathering and Compression Agreement, dated as of November 10, 2014, by and between Antero Resources Corporation and Antero Midstream LLC.
10.3	Right of First Offer Agreement, dated as of November 10, 2014, by and between Antero Resources Corporation and Antero Midstream LLC.
10.4	License Agreement, dated as of November 10, 2014, by and between Antero Resources Corporation and Antero Midstream Partners LP.
10.5	Registration Rights Agreement, dated as of November 10, 2014, by and among Antero Midstream Partners LP and Antero Resources Corporation.
10.6	Credit Agreement, dated as of November 10, 2014, among Antero Midstream Partners LP and certain of its subsidiaries, certain lenders party thereto, Wells Fargo Bank, National Association, as

7

Exhibit Number	Description
	administrative agent, l/c issuer and swingline lender and the other parties thereto.
10.7	Services Agreement, dated as of November 10, 2014, by and among Antero Midstream Partners LP and Antero Resources Corporation.
10.8	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.12 to Amendment No. 4 to Antero Resources Midstream LLC's Registration Statement on Form S-1, filed on July 11, 2014, File No. 333-193798)

8

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ANTERO MIDSTREAM PARTNERS LP

By: Antero Resources Midstream Management LLC,
its general partner

By: /s/ GLEN C. WARREN, JR.
Name: Glen C. Warren, Jr.
Title: President, Chief Financial Officer and
Secretary

INDEX TO EXHIBITS

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10.2	Gathering and Compression Agreement, dated as of November 10, 2014, by and between Antero Resources Corporation and Antero Midstream LLC.
10.3	Right of First Offer Agreement, dated as of November 10, 2014, by and between Antero Resources Corporation and Antero Midstream LLC.
10.4	License Agreement, dated as of November 10, 2014, by and between Antero Resources Corporation and Antero Midstream Partners LP.
10.5	Registration Rights Agreement, dated as of November 10, 2014, by and among Antero Midstream Partners LP and Antero Resources Corporation.
10.6	Credit Agreement, dated as of November 10, 2014, among Antero Midstream Partners LP and certain of its subsidiaries, certain lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, l/c issuer and swingline lender and the other parties thereto.
10.7	Services Agreement, dated as of November 10, 2014, by and among Antero Midstream Partners LP and Antero Resources Corporation.
10.8	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.12 to Amendment No. 4 to Antero Resources Midstream LLC's Registration Statement on Form S-1, filed on July 11, 2014, File No. 333-193798)

**AGREEMENT OF LIMITED PARTNERSHIP
OF ANTERO MIDSTREAM PARTNERS LP**

Dated November 10, 2014

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 1.1	Definitions	1
Section 1.2	Construction	23

ARTICLE II

ORGANIZATION

Section 2.1	Formation	24
Section 2.2	Name	24
Section 2.3	Registered Office; Registered Agent; Principal Office; Other Offices	24
Section 2.4	Purpose and Business	25
Section 2.5	Powers	25
Section 2.6	Term	25
Section 2.7	Title to Partnership Assets	25

ARTICLE III

RIGHTS OF LIMITED PARTNERS

Section 3.1	Limitation of Liability	26
Section 3.2	Management of Business	26
Section 3.3	Outside Activities of the Limited Partners	26
Section 3.4	Rights of Limited Partners	26

ARTICLE IV

CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS

Section 4.1	Certificates	27
Section 4.2	Mutilated, Destroyed, Lost or Stolen Certificates	28
Section 4.3	Record Holders	29
Section 4.4	Transfer Generally	29
Section 4.5	Registration and Transfer of Limited Partner Interests	29
Section 4.6	Transfer of the General Partner's General Partner Interest	30
Section 4.7	Restrictions on Transfers	31
Section 4.8	Eligibility Certificates; Ineligible Holders	31
Section 4.9	Redemption of Partnership Interests of Ineligible Holders	33

ARTICLE V

CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

Section 5.1	Organizational Transactions; Contributions by the General Partner and its Affiliates	34
Section 5.2	Contributions by Initial Limited Partners	35
Section 5.3	Interest and Withdrawal	35
Section 5.4	Capital Accounts	35
Section 5.5	Issuances of Additional Partnership Interests and Derivative Instruments	39
Section 5.6	Conversion of Subordinated Units	40

Section 5.7	Limited Preemptive Right	40
Section 5.8	Splits and Combinations	40
Section 5.9	Fully Paid and Non-Assessable Nature of Limited Partner Interests	41
Section 5.10	Issuance of Common Units in Connection with Reset of Incentive Distribution Rights	41

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

Section 6.1	Allocations for Capital Account Purposes	43
Section 6.2	Allocations for Tax Purposes	54
Section 6.3	Distributions; Characterization of Distributions; Distributions to Record Holders	55
Section 6.4	Distributions from Operating Surplus	56
Section 6.5	Distributions from Capital Surplus	58
Section 6.6	Adjustment of Target Distribution Levels	58
Section 6.7	Special Provisions Relating to the Holders of Subordinated Units	58
Section 6.8	Special Provisions Relating to the Holders of IDR Reset Common Units	59
Section 6.9	Entity-Level Taxation	59

ARTICLE VII

MANAGEMENT AND OPERATION OF BUSINESS

Section 7.1	Management	60
Section 7.2	Replacement of Fiduciary Duties	62
Section 7.3	Certificate of Limited Partnership	63
Section 7.4	Restrictions on the General Partner's Authority	63
Section 7.5	Reimbursement of the General Partner	63
Section 7.6	Outside Activities	64
Section 7.7	Indemnification	65
Section 7.8	Limitation of Liability of Indemnitees	67
Section 7.9	Resolution of Conflicts of Interest; Standards of Conduct and Modification of Duties	68
Section 7.10	Other Matters Concerning the General Partner	70
Section 7.11	Purchase or Sale of Partnership Interests	70

ii

Section 7.12	Registration Rights of the General Partner and its Affiliates	70
Section 7.13	Reliance by Third Parties	73

ARTICLE VIII

BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1	Records and Accounting	73
Section 8.2	Fiscal Year	74
Section 8.3	Reports	74

ARTICLE IX

TAX MATTERS

Section 9.1	Tax Returns and Information	75
Section 9.2	Tax Elections	75
Section 9.3	Tax Controversies	75
Section 9.4	Withholding; Tax Payments	76

ARTICLE X

ADMISSION OF PARTNERS

Section 10.1	Admission of Limited Partners	76
Section 10.2	Admission of Successor General Partner	77
Section 10.3	Amendment of Agreement and Certificate of Limited Partnership	77

ARTICLE XI

WITHDRAWAL OR REMOVAL OF PARTNERS

Section 11.1	Withdrawal of the General Partner	77
Section 11.2	Removal of the General Partner	79

Section 11.3	Interest of Departing General Partner and Successor General Partner	79
Section 11.4	Withdrawal of Limited Partners	81

ARTICLE XII

DISSOLUTION AND LIQUIDATION

Section 12.1	Dissolution	81
Section 12.2	Continuation of the Business of the Partnership After Dissolution	82
Section 12.3	Liquidator	82
Section 12.4	Liquidation	83
Section 12.5	Cancellation of Certificate of Limited Partnership	84
Section 12.6	Return of Contributions	84
Section 12.7	Waiver of Partition	84
Section 12.8	Capital Account Restoration	84

iii

ARTICLE XIII

AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

Section 13.1	Amendments to be Adopted Solely by the General Partner	84
Section 13.2	Amendment Procedures	86
Section 13.3	Amendment Requirements	86
Section 13.4	Special Meetings	87
Section 13.5	Notice of a Meeting	88
Section 13.6	Record Date	88
Section 13.7	Postponement and Adjournment	88
Section 13.8	Waiver of Notice; Approval of Meeting; Approval of Minutes	89
Section 13.9	Quorum and Voting	89
Section 13.10	Conduct of a Meeting	89
Section 13.11	Action Without a Meeting	90
Section 13.12	Right to Vote and Related Matters	90
Section 13.13	Voting of Incentive Distribution Rights	91

ARTICLE XIV

MERGER OR CONSOLIDATION

Section 14.1	Authority	92
Section 14.2	Procedure for Merger or Consolidation	92
Section 14.3	Approval by Limited Partners	93
Section 14.4	Certificate of Merger	94
Section 14.5	Effect of Merger or Consolidation	95

ARTICLE XV

RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

Section 15.1	Right to Acquire Limited Partner Interests	95
--------------	--	----

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1	Addresses and Notices; Written Communications	96
Section 16.2	Further Action	97
Section 16.3	Binding Effect	97
Section 16.4	Integration	97
Section 16.5	Creditors	98
Section 16.6	Waiver	98
Section 16.7	Third-Party Beneficiaries	98
Section 16.8	Counterparts	98
Section 16.9	Applicable Law; Forum; Venue and Jurisdiction; Waiver of Trial by Jury	98
Section 16.10	Invalidity of Provisions	99
Section 16.11	Consent of Partners	100

iv

**AGREEMENT OF LIMITED PARTNERSHIP
OF ANTERO MIDSTREAM PARTNERS LP**

THIS AGREEMENT OF LIMITED PARTNERSHIP OF ANTERO MIDSTREAM PARTNERS LP dated as of November 10, 2014, is entered into by and between Antero Resources Midstream Management LLC, a Delaware limited liability company, as the General Partner, and Antero Resources Corporation, a Delaware corporation, as the Organizational Limited Partner, together with any other Persons who become Partners in the Partnership or parties hereto as provided herein. In consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 *Definitions.* The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

“*Additional Book Basis*” means, with respect to any Adjusted Property, the portion of the Carrying Value of such Adjusted Property that is attributable to positive adjustments made to such Carrying Value, as determined in accordance with the provisions set forth below in this definition of Additional Book Basis. For purposes of determining the extent to which Carrying Value constitutes Additional Book Basis:

(a) Any negative adjustment made to the Carrying Value of an Adjusted Property as a result of either a Book-Down Event or a Book-Up Event shall first be deemed to offset or decrease that portion of the Carrying Value of such Adjusted Property that is attributable to any prior positive adjustments made thereto pursuant to a Book-Up Event or Book-Down Event.

(b) If Carrying Value that constitutes Additional Book Basis is reduced as a result of a Book-Down Event (an “*Additional Book Basis Reduction*”) and the Carrying Value of other property is increased as a result of such Book-Down Event (a “*Carrying Value Increase*”), then any such Carrying Value Increase shall be treated as Additional Book Basis in an amount equal to the lesser of (i) the amount of such Carrying Value Increase and (ii) the amount determined by proportionately allocating the Carrying Value Increases resulting from such Book-Down Event the lesser of (A) the aggregate Additional Book Basis Reductions resulting from such Book-Down Event and (B) the amount by which the Aggregate Remaining Net Positive Adjustments after such Book-Down Event exceeds the remaining Additional Book Basis attributable to all of the Partnership’s Adjusted Property after such Book-Down Event (determined without regard to the application of this clause (b) to such Book-Down Event).

“*Additional Book Basis Derivative Items*” means any Book Basis Derivative Items that are computed with reference to Additional Book Basis. To the extent that the Additional Book Basis attributable to all of the Partnership’s Adjusted Property as of the beginning of any taxable

period exceeds the Aggregate Remaining Net Positive Adjustments as of the beginning of such period (the “*Excess Additional Book Basis*”), the Additional Book Basis Derivative Items for such period shall be reduced by the amount that bears the same ratio to the amount of Additional Book Basis Derivative Items determined without regard to this sentence as the Excess Additional Book Basis bears to the Additional Book Basis as of the beginning of such period. With respect to a Disposed of Adjusted Property, the Additional Book Basis Derivative Items shall be the amount of Additional Book Basis taken into account in computing gain or loss from the disposition of such Disposed of Adjusted Property; provided that the provisions of the immediately preceding sentence shall apply to the determination of the Additional Book Basis Derivative Items attributable to Disposed of Adjusted Property.

“*Adjusted Capital Account*” means, with respect to any Partner, the balance in such Partner’s Capital Account at the end of each taxable period of the Partnership, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Partner is (x) obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) or (y) deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The “Adjusted Capital Account” of a Partner in respect of any Partnership Interest shall be the amount that such Adjusted Capital Account would be if such Partnership Interest were the only interest in

the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

“*Adjusted Operating Surplus*” means, with respect to any period, (a) Operating Surplus generated with respect to such period; (b) less (i) the amount of any net increase during such period in Working Capital Borrowings (or the Partnership’s proportionate share of any net increase in Working Capital Borrowings in the case of Subsidiaries that are not wholly owned); (ii) the amount of any net decrease during such period in cash reserves (or the Partnership’s proportionate share of any net decrease in cash reserves in the case of Subsidiaries that are not wholly owned) for Operating Expenditures not relating to an Operating Expenditure made during such period; and (iii) the amount of any expenditures during such period using the proceeds of the Initial Offering as described under “Use of Proceeds” in the Registration Statement that would constitute Operating Expenditures in the absence of clause (c)(vi) of the definition thereof; and (c) plus (i) the amount of any net decrease during such period in Working Capital Borrowings (or the Partnership’s proportionate share of any net decrease in Working Capital Borrowings in the case of Subsidiaries that are not wholly owned); (ii) the amount of any net increase during such period in cash reserves (or the Partnership’s proportionate share of any net

increase in cash reserves in the case of Subsidiaries that are not wholly owned) for Operating Expenditures required by any debt instrument for the repayment of principal, interest or premium; and (iii) the amount of any net decrease made in subsequent periods in cash reserves for Operating Expenditures initially established during such period to the extent such decrease results in a reduction in Adjusted Operating Surplus in subsequent periods pursuant to clause (b)(ii) above. Adjusted Operating Surplus does not include that portion of Operating Surplus included in clause (a)(i) of the definition of Operating Surplus. To the extent that disbursements made, cash received or cash reserves established, increased or reduced after the end of a period are included in the determination of Operating Surplus for such period (as contemplated by the proviso in the definition of “Operating Surplus”) such disbursements, cash receipts and changes in cash reserves shall be deemed to have occurred in such period (and not in any future period) for purposes of calculating increases or decreases in Working Capital Borrowings or cash reserves during such period.

“*Adjusted Property*” means any property the Carrying Value of which has been adjusted pursuant to Section 5.4(d).

“*Affiliate*” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“*Aggregate Quantity of IDR Reset Common Units*” is defined in Section 5.10(a).

“*Aggregate Remaining Net Positive Adjustments*” means, as of the end of any taxable period, the sum of the Remaining Net Positive Adjustments of all the Partners.

“*Agreed Allocation*” means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 6.1, including a Curative Allocation (if appropriate to the context in which the term “Agreed Allocation” is used).

“*Agreed Value*” of (a) a Contributed Property means the fair market value of such property at the time of contribution and (b) an Adjusted Property means the fair market value of such Adjusted Property on the date of the Revaluation Event, in each case as determined by the General Partner.

“*Agreement*” means this Agreement of Limited Partnership of Antero Midstream Partners LP, as it may be amended, supplemented or restated from time to time.

“*Associate*” means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer, manager, general partner or managing member or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest; (b) any trust or other estate in which such Person has at

least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

“*Bad Faith*” means, with respect to any determination, action or omission, of any Person, board or committee, that such Person, board or committee reached such determination, or engaged in or failed to engage in such act or omission, with the belief that such determination, action or omission was adverse to the interest of the Partnership.

“*Board of Directors*” means the board of directors of the General Partner.

“*Book Basis Derivative Items*” means any item of income, deduction, gain or loss that is computed with reference to the Carrying Value of an Adjusted Property (e.g., depreciation, depletion, or gain or loss with respect to an Adjusted Property).

“*Book-Down Event*” means a Revaluation Event that gives rise to a Net Termination Loss.

“*Book-Tax Disparity*” means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for U.S. federal income tax purposes as of such date. A Partner’s share of the Partnership’s Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner’s Capital Account balance as maintained pursuant to Section 5.4 and the hypothetical balance of such Partner’s Capital Account computed as if it had been maintained strictly in accordance with U.S. federal income tax accounting principles.

“*Book-Up Event*” means a Revaluation Event that gives rise to Net Termination Gain.

“*Business Day*” means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of Delaware shall not be regarded as a Business Day.

“*Capital Account*” means the capital account maintained for a Partner pursuant to Section 5.4. The “Capital Account” of a Partner in respect of any Partnership Interest shall be the amount that such Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

“*Capital Contribution*” means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership or that is contributed or deemed contributed to the Partnership on behalf of a Partner (including, in the case of an underwritten offering of Units, the amount of any underwriting discounts or commissions).

4

“*Capital Improvement*” means any (a) addition or improvement to the assets owned by any Group Member, (b) acquisition (through an asset acquisition, merger, stock acquisition or other form of investment) of existing, or the construction or development of new, assets by any Group Member, or (c) capital contribution by a Group Member to a Person that is not a Subsidiary of a Group Member, in which a Group Member has, or after such capital contribution will have, an equity interest to fund the Group Member’s pro rata share of the cost of the acquisition of existing, or the construction or development of new or the improvement of existing, assets, in each case if such addition, improvement, acquisition, construction or development is made to increase the long-term capacity or operating income of the Partnership Group from the long-term capacity or operating income of the Partnership Group, in the case of clauses (a) and (b), or such Person, in the case of clause (c), from that existing immediately prior to such addition, improvement, acquisition or construction.

“*Capital Surplus*” means cash and cash equivalents distributed by the Partnership in excess of Operating Surplus, as described in Section 6.3(b).

“*Carrying Value*” means (a) with respect to a Contributed Property or an Adjusted Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and other cost recovery deductions charged to the Partners’ Capital Accounts in respect of such property, and (b) with respect to any other Partnership property, the adjusted basis of such property for U.S. federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Section 5.4(d) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

“*Cause*” means a court of competent jurisdiction has entered a final, non-appealable judgment finding the General Partner is liable to the Partnership or any Limited Partner for actual fraud or willful misconduct in its capacity as a general partner of the Partnership.

“*Certificate*” means a certificate in such form (including in global form if permitted by applicable rules and regulations) as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more Partnership Interests.

“*Certificate of Limited Partnership*” means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 7.3, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

“*Citizenship Eligibility Trigger*” is defined in Section 4.8(a)(ii).

“*claim*” (as used in Section 7.12(c)) is defined in Section 7.12(c).

5

“*Closing Date*” means the first date on which Common Units are issued and delivered by the Partnership to the Underwriters pursuant to the provisions of the Underwriting Agreement.

“*Closing Price*” means, in respect of any class of Limited Partner Interests, as of the date of determination, the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the closing bid and asked prices on such day, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the principal National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading or, if such Limited Partner Interests are not listed or admitted to trading on any National Securities Exchange, the last quoted price on such day or, if not so quoted, the average of the high bid and low asked prices on such day in the over-the-counter market, as reported by the primary

reporting system then in use in relation to such Limited Partner Interests of such class, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of the closing bid and asked prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner, or if on any such day no market maker is making a market in such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner.

“Code” means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

“Combined Interest” is defined in Section 11.3(a).

“Commences Commercial Service” means a Capital Improvement or replacement asset is first put into commercial service by a Group Member (or other Person that is not a Subsidiary of a Group Member, as contemplated in the definition of “Capital Improvement”) following, if applicable, completion of construction, acquisition, development and testing.

“Commission” means the United States Securities and Exchange Commission.

“Common Unit” means a Partnership Interest having the rights and obligations specified with respect to Common Units in this Agreement. The term “Common Unit” does not refer to or include any Subordinated Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

“Common Unit Arrearage” means, with respect to any Common Unit, whenever issued, with respect to any Quarter wholly within the Subordination Period, the excess, if any, of (a) the Minimum Quarterly Distribution with respect to a Common Unit in respect of such Quarter over (b) the sum of all cash and cash equivalents distributed with respect to a Common Unit in respect of such Quarter pursuant to Section 6.4(a)(i).

6

“Conflicts Committee” means a committee of the Board of Directors composed entirely of one or more directors, each of whom (a) is not an officer or employee of the General Partner (b) is not an officer or employee of any Affiliate of the General Partner or a director of any Affiliate of the General Partner (other than any Group Member), (c) is not a holder of any ownership interest in the General Partner or any of its Affiliates, including any Group Member, to an extent that would be likely to have an adverse impact on the ability of such director to act in an independent manner with respect to the matter submitted to the Conflicts Committee, other than Common Units and awards that are granted to such director under the LTIP; and (d) is determined by the Board of Directors to be independent under the independence standards for directors who serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which any class of Partnership Interests is listed or admitted to trading.

“Construction Debt” means debt incurred to fund (a) all or a portion of a Capital Improvement, (b) interest payments (including periodic net payments under related interest rate swap agreements) and related fees on other Construction Debt or (c) distributions paid in respect of Construction Equity, and incremental Incentive Distributions in respect thereof.

“Construction Equity” means equity issued to fund (a) all or a portion of a Capital Improvement, (b) interest payments (including periodic net payments under related interest rate swap agreements) and related fees on Construction Debt or (c) distributions paid in respect of Construction Equity, and incremental Incentive Distributions in respect thereof. Construction Equity does not include equity issued in the Initial Offering.

“Construction Period” means the period beginning on the date that a Group Member (or other Person that is not a Subsidiary of a Group Member, as contemplated in the definition of “Capital Improvement”) enters into a binding obligation to commence a Capital Improvement and ending on the earlier to occur of the date that such Capital Improvement Commences Commercial Service and the date that the Group Member (or other Person that is not a Subsidiary of a Group Member, as contemplated in the definition of “Capital Improvement”) abandons or disposes of such Capital Improvement.

“Contributed Property” means each property, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.4(d), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

“Contribution Agreement” means that certain Contribution Agreement, by and between Antero Resources Corporation and Antero Resources Midstream LLC, dated as of October 16, 2013, together with the additional conveyance documents and instruments contemplated or referenced thereunder, as such may be amended, supplemented or restated from time to time.

7

“Cumulative Common Unit Arrearage” means, with respect to any Common Unit, whenever issued, and as of the end of any Quarter, the excess, if any, of (a) the sum of the Common Unit Arrearages with respect to an Initial Common Unit for each of the Quarters wholly within the Subordination Period ending on or before the last day of such Quarter over (b) the sum of any distributions theretofore made pursuant to Section 6.4(a)(ii) and Section 6.5(b) with respect to an Initial Common Unit (including any distributions to be made in respect of the last of such Quarters).

“*Curative Allocation*” means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 6.1(d)(xi).

“*Current Market Price*” means, in respect of any class of Limited Partner Interests, as of the date of determination, the average of the daily Closing Prices per Limited Partner Interest of such class for the 20 consecutive Trading Days immediately prior to such date.

“*Delaware Act*” means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. Section 17-101, *et seq.*, as amended, supplemented or restated from time to time, and any successor to such statute.

“*Departing General Partner*” means a former General Partner from and after the effective date of any withdrawal or removal of such former General Partner pursuant to Section 11.1 or 11.2.

“*Derivative Instruments*” means options, rights, warrants, appreciation rights, tracking, profit and phantom interests and other derivative instruments (other than equity interests in the Partnership) relating to, convertible into or exchangeable for Partnership Interests.

“*Disposed of Adjusted Property*” is defined in Section 6.1(d)(xii)(B).

“*Economic Risk of Loss*” has the meaning set forth in Treasury Regulation Section 1.752-2(a).

“*Eligibility Certificate*” is defined in Section 4.8(b).

“*Eligible Holder*” means a Limited Partner whose (a) U.S. federal income tax status would not, in the determination of the General Partner, have the material adverse effect described in Section 4.8(a)(i) or (b) nationality, citizenship or other related status would not, in the determination of the General Partner, create a substantial risk of cancellation or forfeiture as described in Section 4.8(a)(ii).

“*Estimated Incremental Quarterly Tax Amount*” is defined in Section 6.9.

“*Event Issue Value*” means, with respect to any Common Unit as of any date of determination, (i) in the case of a Revaluation Event that includes the issuance of Common Units pursuant to a public offering and solely for cash, the price paid for such Common Units, or (ii) in

the case of any other Revaluation Event, the Closing Price of the Common Units on the date of such Revaluation Event or, if the General Partner determines that a value for the Common Unit other than such Closing Price more accurately reflects the Event Issue Value, the value determined by the General Partner.

“*Event of Withdrawal*” is defined in Section 11.1(a).

“*Excess Additional Book Basis*” is defined in the definition of Additional Book Basis Derivative Items.

“*Excess Distribution*” is defined in Section 6.1(d)(iii)(A).

“*Excess Distribution Unit*” is defined in Section 6.1(d)(iii)(A).

“*Expansion Capital Expenditures*” means cash expenditures (including transaction expenses) for Capital Improvements, and shall not include Maintenance Capital Expenditures or Investment Capital Expenditures. Expansion Capital Expenditures shall include interest payments (including periodic net payments under related interest rate swap agreements) and related fees on Construction Debt and paid in respect of the Construction Period. Where cash expenditures are made in part for Expansion Capital Expenditures and in part for other purposes, the General Partner shall determine the allocation between the amounts paid for each.

“*Final Subordinated Units*” is defined in Section 6.1(d)(x)(A).

“*First Liquidation Target Amount*” is defined in Section 6.1(e)(i)(D).

“*First Target Distribution*” means \$0.1955 per Unit per Quarter (or, with respect to periods of less than a full fiscal quarter, it means the product of such amount multiplied by a fraction of which the numerator is the number of days in such period, and the denominator is the total number of days in such fiscal quarter), subject to adjustment in accordance with Section 5.10, Section 6.6 and Section 6.9.

“*Fully Diluted Weighted Average Basis*” means, when calculating the number of Outstanding Units for any period, the sum of (1) the weighted average number of Outstanding Units during such period plus (2) all Partnership Interests and Derivative Instruments (a) that are convertible into or exercisable or exchangeable for Units or for which Units are issuable, each case that are senior to or pari passu with the Subordinated Units, (b) whose conversion, exercise or exchange price is less than the Current Market Price on the date of such calculation, (c) that may be converted into or exercised or exchanged for such Units prior to or during the Quarter immediately following the end of the period for which the calculation is being made without the satisfaction of any contingency beyond the control of the holder other than the payment of consideration and the compliance with administrative mechanics applicable to such conversion, exercise or exchange and (d) that were not converted into or exercised or exchanged for such Units during the period for which the

calculation is being made; *provided, however*, that for purposes of determining the number of Outstanding Units on a Fully Diluted Weighted Average

Basis when calculating whether the Subordination Period has ended or the Subordinated Units are entitled to convert into Common Units pursuant to Section 5.6, such Partnership Interests and Derivative Instruments shall be deemed to have been Outstanding Units only for the four Quarters that comprise the last four Quarters of the measurement period; *provided, further*, that if consideration will be paid to any Group Member in connection with such conversion, exercise or exchange, the number of Units to be included in such calculation shall be that number equal to the difference between (i) the number of Units issuable upon such conversion, exercise or exchange and (ii) the number of Units that such consideration would purchase at the Current Market Price.

“*General Partner*” means Antero Resources Midstream Management LLC, a Delaware limited liability company, and its successors and permitted assigns that are admitted to the Partnership as general partner of the Partnership, in their capacities as general partner of the Partnership (except as the context otherwise requires).

“*General Partner Interest*” means the management and ownership interest of the General Partner in the Partnership (in its capacity as a general partner and without reference to any Limited Partner Interest held by it) and includes any and all rights, powers and benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement. The General Partner Interest does not include any rights to profits or losses or any rights to receive distributions from operations or upon the liquidation or winding-up of the Partnership.

“*Good Faith*” means, with respect to any determination, action or omission, of any Person, board or committee, that such determination, action or omission was not taken in Bad Faith.

“*Gross Liability Value*” means, with respect to any Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i), the amount of cash that a willing assignor would pay to a willing assignee to assume such Liability in an arm’s-length transaction.

“*Group*” means two or more Persons that with or through any of their respective Affiliates or Associates have any contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more Persons), exercising investment power or disposing of any Partnership Interests with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, Partnership Interests.

“*Group Member*” means a member of the Partnership Group.

“*Group Member Agreement*” means the partnership agreement of any Group Member, other than the Partnership, that is a limited or general partnership, the limited liability company agreement of any Group Member that is a limited liability company, the certificate of

incorporation and bylaws or similar organizational documents of any Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, as such may be amended, supplemented or restated from time to time.

“*Hedge Contract*” means any exchange, swap, forward, cap, floor, collar, option or other similar agreement or arrangement entered into for the purpose of reducing the exposure of the Partnership Group to fluctuations in the price of hydrocarbons, interest rates, basis differentials or currency exchange rates in their operations or financing activities, in each case, other than for speculative purposes.

“*Holder*” as used in Section 7.12, is defined in Section 7.12(a).

“*IDR Reset Common Unit*” is defined in Section 5.10(a).

“*IDR Reset Election*” is defined in Section 5.10(a).

“*Incentive Distribution Right*” means a Limited Partner Interest having the rights and obligations specified with respect to Incentive Distribution Rights in this Agreement.

“*Incentive Distributions*” means any amount of cash distributed to the holders of the Incentive Distribution Rights pursuant to Section 6.4.

“*Incremental Income Taxes*” is defined in Section 6.9.

“*Indemnified Persons*” is defined in Section 7.12(c).

“*Indemnitee*” means (a) any General Partner, (b) any Departing General Partner, (c) any Person who is or was an Affiliate of the General Partner or any Departing General Partner, (d) any Person who is or was a manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of any Group Member, a General Partner, any Departing General Partner or any of their respective Affiliates, (e) any Person who is or was serving at the request of a General Partner, any Departing General Partner or any of their respective Affiliates as an officer, director, manager, managing member, general partner, employee, agent, fiduciary or trustee of another Person owing a fiduciary or similar duty to any Group Member; *provided* that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, (f) any Person who controls a General Partner or Departing General Partner and (g) any Person the General Partner designates as an “Indemnitee” for purposes of this Agreement because such Person’s service, status or relationship exposes such Person to potential claims, demands, actions, suits or proceedings relating to the Partnership Group’s business and affairs.

“*Ineligible Holder*” is defined in Section 4.8(c).

11

“*Initial Common Units*” means the Common Units sold in the Initial Offering.

“*Initial Limited Partners*” means the Organizational Limited Partner (with respect to the Common Units and Subordinated Units received by it as described in Section 5.1), the General Partner (with respect to the Incentive Distribution Rights received by it as described in Section 5.1) and the Underwriters, in each case upon being admitted to the Partnership in accordance with Section 10.1.

“*Initial Offering*” means the initial offering and sale of Common Units to the public, as described in the Registration Statement, including any offer and sale of Common Units pursuant to the exercise of the Over-Allotment Option.

“*Initial Unit Price*” means (a) with respect to the Common Units and the Subordinated Units, the initial public offering price per Common Unit at which the Underwriters first offered the Common Units to the public for sale as set forth on the cover page of the prospectus included as part of the Registration Statement and first issued at or after the time the Registration Statement first became effective or (b) with respect to any other class or series of Units, the price per Unit at which such class or series of Units is initially sold by the Partnership, as determined by the General Partner, in each case adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of Units.

“*Interim Capital Transactions*” means the following transactions if they occur prior to the Liquidation Date: (a) borrowings, refinancings or refundings of indebtedness (other than Working Capital Borrowings and other than for items purchased on open account or for a deferred purchase price in the ordinary course of business) by any Group Member and sales of debt securities of any Group Member; (b) sales of equity interests of any Group Member (including the Common Units sold to the Underwriters pursuant to the Underwriting Agreement) and (c) sales or dispositions of any assets of any Group Member other than (i) sales or other dispositions of inventory, accounts receivable and other assets in the ordinary course of business, and (ii) sales or other dispositions of assets as part of normal retirements or replacements.

“*Investment Capital Expenditures*” means capital expenditures other than Maintenance Capital Expenditures and Expansion Capital Expenditures.

“*Liability*” means any liability or obligation of any nature, whether accrued, contingent or otherwise.

“*Limited Partner*” means, unless the context otherwise requires, each Initial Limited Partner, each additional Person that becomes a Limited Partner pursuant to the terms of this Agreement and any Departing General Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 11.3, in each case, in such Person’s capacity as a limited partner of the Partnership.

12

“*Limited Partner Interest*” means the ownership interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Subordinated Units, Incentive Distribution Rights or other Partnership Interests or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner hereunder.

“*Liquidation Date*” means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (b) of the first sentence of Section 12.2, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made, and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

“*Liquidator*” means one or more Persons selected by the General Partner to perform the functions described in Section 12.4 as liquidating trustee of the Partnership within the meaning of the Delaware Act.

“*LTIP*” means benefit plans, programs and practices adopted by the General Partner pursuant to Section 7.5(c).

“*Maintenance Capital Expenditures*” means cash expenditures (including expenditures for construction or development of new, or the replacement, improvement or expansion of existing, capital assets owned by any Group Member) made to maintain the long-term operating capacity or operating income of the Partnership Group.

“*Merger Agreement*” is defined in Section 14.1.

“*Minimum Quarterly Distribution*” means \$0.1700 per Unit per Quarter (or, with respect to periods of less than a full fiscal quarter, it means the product of such amount multiplied by a fraction of which the numerator is the number of days in such period and the denominator is the total number of days in such fiscal quarter), subject to adjustment in accordance with Section 5.10, Section 6.6 and Section 6.9.

“*National Securities Exchange*” means an exchange registered with the Commission under Section 6(a) of the Securities Exchange Act (or any successor to such Section) and any other securities exchange (whether or not registered with the Commission under Section 6(a) (or successor to such Section) of the Securities Exchange Act) that the General Partner shall designate as a National Securities Exchange for purposes of this Agreement.

“*Net Agreed Value*” means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any Liabilities either assumed by the Partnership upon such contribution or to which such property is subject when contributed and (b) in the case of any property distributed to a Partner by the Partnership, the Partnership’s Carrying Value of such property (as adjusted pursuant to Section 5.4(d)(ii)) at the time such property is distributed,

13

reduced by any Liabilities either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution.

“*Net Income*” means, for any taxable period, the excess, if any, of the Partnership’s items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period over the Partnership’s items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with Section 5.4 but shall not include any items specially allocated under Section 6.1(d); *provided*, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made without regard to any reversal of such items under Section 6.1(d)(xii).

“*Net Loss*” means, for any taxable period, the excess, if any, of the Partnership’s items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period over the Partnership’s items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.4 but shall not include any items specially allocated under Section 6.1(d); *provided*, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made without regard to any reversal of such items under Section 6.1(d)(xii).

“*Net Positive Adjustments*” means, with respect to any Partner, the excess, if any, of the total positive adjustments over the total negative adjustments made to the Capital Account of such Partner pursuant to Book-Up Events and Book-Down Events.

“*Net Termination Gain*” means, for any taxable period, the sum, if positive, of all items of income, gain, loss or deduction (determined in accordance with Section 5.4) that are (a) recognized (i) after the Liquidation Date or (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (excluding any disposition to a member of the Partnership Group), or (b) the excess, if any, of the aggregate amount of Unrealized Gain over the aggregate amount of Unrealized Loss deemed recognized by the Partnership pursuant to Section 5.4(d) on the date of a Revaluation Event; *provided, however*, the items included in the determination of Net Termination Gain shall not include any items of income, gain or loss specially allocated under Section 6.1(d).

“*Net Termination Loss*” means, for any taxable period, the sum, if negative, of all items of income, gain, loss or deduction (determined in accordance with Section 5.4) that are (a) recognized (i) after the Liquidation Date or (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (excluding any disposition to a member of the Partnership Group), or (b) the excess, if any, of the aggregate amount of Unrealized Loss over

14

the aggregate amount of Unrealized Gain deemed recognized by the Partnership pursuant to Section 5.4(d) on the date of a Revaluation Event; *provided, however*, items included in the determination of Net Termination Loss shall not include any items of income, gain or loss specially allocated under Section 6.1(d).

“*Noncompensatory Option*” has the meaning set forth in Treasury Regulation Section 1.721-2(f).

“*Nonrecourse Built-in Gain*” means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 6.2(b) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

“*Nonrecourse Deductions*” means any and all items of loss, deduction or expenditure (including any expenditure described in

Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

“*Nonrecourse Liability*” has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

“*Notice of Election to Purchase*” is defined in Section 15.1(b).

“*Operating Expenditures*” means all Partnership Group cash expenditures (or the Partnership’s proportionate share of expenditures in the case of Subsidiaries that are not wholly owned), including taxes, reimbursements of expenses of the General Partner and its Affiliates, payments made under any Hedge Contracts, officer compensation, repayment of Working Capital Borrowings, interest and principal payments on indebtedness and maintenance capital expenditures, subject to the following:

- (a) repayments of Working Capital Borrowings deducted from Operating Surplus pursuant to clause (b)(iii) of the definition of “Operating Surplus” shall not constitute Operating Expenditures when actually repaid;
- (b) payments (including prepayments and prepayment penalties and the purchase price of indebtedness that is repurchased and cancelled) of principal of and premium on indebtedness other than Working Capital Borrowings shall not constitute Operating Expenditures;
- (c) Operating Expenditures shall not include (i) Expansion Capital Expenditures, (ii) Investment Capital Expenditures, (iii) payment of transaction expenses (including taxes) relating to Interim Capital Transactions, (iv) distributions to Partners, or (v) repurchases of Partnership Interests, other than repurchases of Partnership Interests to satisfy obligations under employee benefit plans, or reimbursements of expenses of the General Partner for such purchases. Where

15

cash expenditures are made in part for Maintenance Capital Expenditures and in part for other purposes, the General Partner shall determine the allocation between the amounts paid for each; and

- (d) (i) payments made in connection with the initial purchase of any Hedge Contract shall be amortized over the life of such Hedge Contract and (ii) payments made in connection with the termination of any Hedge Contract prior to its stipulated settlement or termination date shall be included in equal quarterly installments over what would have been the remaining scheduled term of such Hedge Contract had it not been so terminated.

“*Operating Surplus*” means, with respect to any period ending prior to the Liquidation Date, on a cumulative basis and without duplication,

- (a) the sum of (i) \$75.0 million, (ii) all cash receipts of the Partnership Group (or the Partnership’s proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) for the period beginning on the Closing Date and ending on the last day of such period, but excluding cash receipts from Interim Capital Transactions and provided that cash receipts from the termination of any Hedge Contract prior to its stipulated settlement or termination date shall be included in equal quarterly installments over what would have been the remaining scheduled life of such Hedge Contract had it not been so terminated, and (iii) the amount of cash distributions paid in respect of Construction Equity (and incremental Incentive Distributions in respect thereof) and paid in respect of the Construction Period, less

- (b) the sum of (i) Operating Expenditures for the period beginning on the Closing Date and ending on the last day of such period; (ii) the amount of cash reserves established by the General Partner (or the Partnership’s proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) to provide funds for future Operating Expenditures; (iii) all Working Capital Borrowings not repaid within twelve (12) months after having been incurred or repaid within such twelve (12) month period with the proceeds of additional Working Capital Borrowings; and (iv) any cash loss realized on disposition of an Investment Capital Expenditure;

provided, however, that disbursements made (including contributions to a Group Member or disbursements on behalf of a Group Member), cash received or cash reserves established, increased or reduced after the end of such period but on or before the date on which cash or cash equivalents will be distributed with respect to such period shall be deemed to have been made, received, established, increased or reduced, for purposes of determining Operating Surplus, within such period if the General Partner so determines.

Notwithstanding the foregoing, (x) “*Operating Surplus*” with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero; (y) cash receipts from an Investment Capital Expenditure shall be treated as cash receipts only to the extent they are a return on principal, but in no event shall a return of principal be treated as cash receipts; and (z) cash received from any equity interest in a Person that is not a Subsidiary of a Group Member and for which the Partnership accounts using the equity method shall not exceed the

16

Partnership’s proportionate share of the Person’s Operating Surplus (calculated as if the pertinent definitions hereof applied to such Person from the date the Partnership acquired its interest without any basket similar to clause (a)(i) above).

“*Opinion of Counsel*” means a written opinion of counsel (who may be regular counsel to the Partnership or the General Partner

or any of its Affiliates) acceptable to the General Partner.

“*Option Closing Date*” means the date or dates on which any Common Units are sold by the Partnership to the Underwriters upon exercise of the Over-Allotment Option.

“*Organizational Limited Partner*” means Antero Resources Corporation, in its capacity as the organizational limited partner of the Partnership pursuant to this Agreement.

“*Outstanding*” means, with respect to Partnership Interests, all Partnership Interests that are issued by the Partnership and reflected as outstanding on the Partnership’s books and records as of the date of determination; *provided, however*, that if at any time any Person or Group (other than the General Partner or its Affiliates) beneficially owns 20% or more of the Partnership Interests of any class, none of the Partnership Interests owned by such Person or Group shall be entitled to be voted on any matter or be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement; *provided, further*, that the foregoing limitation shall not apply to (i) any Person or Group who acquired 20% or more of the Partnership Interests of any class directly from the General Partner or its Affiliates (other than the Partnership), (ii) any Person or Group who acquired 20% or more of the Partnership Interests of any class directly or indirectly from a Person or Group described in clause (i) *provided* that the General Partner shall have notified such Person or Group in writing that such limitation shall not apply, or (iii) any Person or Group who acquired 20% or more of any Partnership Interests issued by the Partnership provided that the General Partner shall have notified such Person or Group in writing that such limitation shall not apply.

“*Over-Allotment Option*” means the over-allotment option granted to the Underwriters by the Partnership pursuant to the Underwriting Agreement.

“*Partner Nonrecourse Debt*” has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

“*Partner Nonrecourse Debt Minimum Gain*” has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

“*Partner Nonrecourse Deductions*” means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

“*Partners*” means the General Partner and the Limited Partners.

“*Partnership*” means Antero Midstream Partners LP, a Delaware limited partnership.

“*Partnership Group*” means, collectively, the Partnership and its Subsidiaries.

“*Partnership Interest*” means any class or series of equity interest (or, in the case of the General Partner, management interest) in the Partnership, which shall include any General Partner Interest and Limited Partner Interests but shall exclude all Derivative Instruments.

“*Partnership Minimum Gain*” means that amount determined in accordance with the principles of Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

“*Percentage Interest*” means as of any date of determination and as to any Unitholder with respect to Units, the quotient obtained by dividing (A) the number of Units held by such Unitholder by (B) the total number of Outstanding Units. The Percentage Interest with respect to an Incentive Distribution Right shall at all times be zero. The Percentage Interest with respect to the General Partner Interest shall at all times be zero.

“*Person*” means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

“*Per Unit Capital Amount*” means, as of any date of determination, the Capital Account, stated on a per Unit basis, underlying any class of Units held by a Person other than the General Partner or any Affiliate of the General Partner who holds Units.

“*Privately Placed Units*” means any Common Units issued for cash or property other than pursuant to a public offering.

“*Pro Rata*” means (a) when used with respect to Units or any class thereof, apportioned among all designated Units in accordance with their relative Percentage Interests, (b) when used with respect to Partners or Record Holders, apportioned among all Partners or Record Holders in accordance with their relative Percentage Interests and (c) when used with respect to holders of Incentive Distribution Rights, apportioned among all holders of Incentive Distribution Rights in accordance with the relative number or percentage of Incentive Distribution Rights held by each such holder.

“*Purchase Date*” means the date determined by the General Partner as the date for purchase of all Outstanding Limited Partner Interests of a certain class (other than Limited Partner Interests owned by the General Partner and its Affiliates) pursuant to Article XV.

“*Quarter*” means, unless the context requires otherwise, a fiscal quarter of the Partnership, or, with respect to the fiscal quarter of

the Partnership in which the Closing Date occurs, the portion of such fiscal quarter after the Closing Date.

“*Rate Eligibility Trigger*” is defined in Section 4.8(a)(i).

“*Recapture Income*” means any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

“*Record Date*” means the date established by the General Partner or otherwise in accordance with this Agreement for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Limited Partners or entitled to vote by ballot or give approval of Partnership action in writing without a meeting or entitled to exercise rights in respect of any lawful action of Limited Partners or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

“*Record Holder*” means (a) with respect to any class of Partnership Interests for which a Transfer Agent has been appointed, the Person in whose name a Partnership Interest of such class is registered on the books of the Transfer Agent as of the closing of business on a particular Business Day, or (b) with respect to other classes of Partnership Interests, the Person in whose name any such other Partnership Interest is registered on the books that the General Partner has caused to be kept as of the closing of business on such Business Day.

“*Redeemable Interests*” means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.9.

“*Registration Statement*” means the Registration Statement on Form S-1 (Registration No. 333-193798) as it has been or as it may be amended or supplemented from time to time, filed by Antero Resources Midstream LLC, as predecessor in interest to the Partnership, with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Offering.

“*Remaining Net Positive Adjustments*” means as of the end of any taxable period, (i) with respect to the Unitholders, the excess of (a) the Net Positive Adjustments of the Unitholders as of the end of such period over (b) the sum of those Unitholders’ Share of Additional Book Basis Derivative Items for each prior taxable period and (ii) with respect to the holders of Incentive Distribution Rights, the excess of (a) the Net Positive Adjustments of the holders of Incentive Distribution Rights as of the end of such period over (b) the sum of the Share of Additional Book Basis Derivative Items of the holders of the Incentive Distribution Rights for each prior taxable period.

“*Required Allocations*” means any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(d)(i), Section 6.1(d)(ii), Section 6.1(d)(iv), Section 6.1(d)(v), Section 6.1(d)(vi), Section 6.1(d)(vii) or Section 6.1(d)(ix).

“*Reset MQD*” is defined in Section 5.10(a).

“*Reset Notice*” is defined in Section 5.10(b).

“*Revaluation Event*” means an event that results in adjustment of the Carrying Value of each Partnership property pursuant to Section 5.4(d).

“*Second Liquidation Target Amount*” is defined in Section 6.1(c)(i)(E).

“*Second Target Distribution*” means \$0.2125 per Unit per Quarter (or, with respect to periods of less than a full fiscal quarter, it means the product of such amount multiplied by a fraction of which the numerator is the number of days in such period, and the denominator is the total number of days in such fiscal quarter), subject to adjustment in accordance with Section 5.10, Section 6.6 and Section 6.9.

“*Securities Act*” means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute.

“*Securities Exchange Act*” means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute.

“*Share of Additional Book Basis Derivative Items*” means in connection with any allocation of Additional Book Basis Derivative Items for any taxable period, (i) with respect to the Unitholders, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Unitholders’ Remaining Net Positive Adjustments as of the end of such taxable period bears to the Aggregate Remaining Net Positive Adjustments as of that time and (ii) with respect to the holders of Incentive Distribution Rights, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Remaining Net Positive Adjustments of the holders of the Incentive Distribution Rights as of the end of such period bears to the Aggregate Remaining Net Positive Adjustments as of that time.

“*Special Approval*” means approval by a majority of the members of the Conflicts Committee or, if the Conflicts Committee has only one member, the sole member of the Conflicts Committee.

“*Subordinated Unit*” means a Partnership Interest having the rights and obligations specified with respect to Subordinated Units in this Agreement. The term “Subordinated Unit” does not refer to or include a Common Unit. A Subordinated Unit that is convertible into a Common Unit shall not constitute a Common Unit until such conversion occurs.

“*Subordination Period*” means the period commencing on the Closing Date and ending on the first to occur of the following dates:

(a) the first Business Day following the distribution pursuant to Section 6.3(a) in respect of any Quarter beginning with the Quarter ending September 30, 2017 in respect of

20

which (i) (A) aggregate distributions from Operating Surplus on the Outstanding Common Units and Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case with respect to each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such Business Day equaled or exceeded the sum of the Minimum Quarterly Distribution on all Outstanding Common Units and Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case in respect of such periods and (B) the Adjusted Operating Surplus for each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date equaled or exceeded the sum of the Minimum Quarterly Distribution on all of the Common Units, Subordinated Units and any other Units that are senior or equal in right of distribution to the Subordinated Units, in each case that were Outstanding during such periods on a Fully Diluted Weighted Average Basis, and (ii) there are no Cumulative Common Unit Arrearages;

(b) the first Business Day following the distribution pursuant to Section 6.3(a) in respect of any Quarter in respect of which (i) (A) aggregate distributions from Operating Surplus on the Outstanding Common Units and Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, with respect to the four-Quarter period immediately preceding such Business Day equaled or exceeded 150% of the Minimum Quarterly Distribution on all of the Outstanding Common Units and Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in respect of such period, and (B) the Adjusted Operating Surplus for the four-Quarter period immediately preceding such Business Day equaled or exceeded 150% of the sum of the Minimum Quarterly Distribution on all of the Common Units and Subordinated Units and any other Units that are senior or equal in right of distribution to the Subordinated Units, in each case that were Outstanding during such period on a Fully Diluted Weighted Average Basis and the corresponding Incentive Distributions and (ii) there are no Cumulative Common Unit Arrearages; and

(c) the first date on which there are no longer outstanding any Subordinated Units due to the conversion of Subordinated Units into Common Units pursuant to Section 5.6 or otherwise.

“*Subsidiary*” means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general partner of such partnership, but only if such Person, directly or by one or more Subsidiaries of such Person, or a combination thereof, controls such partnership on the date of determination or (c) any other Person in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) a majority ownership interest or (ii) the

21

power to elect or direct the election of a majority of the directors or other governing body of such Person.

“*Surviving Business Entity*” is defined in Section 14.2(b)(ii).

“*Target Distribution*” means each of the Minimum Quarterly Distribution, the First Target Distribution, Second Target Distribution and Third Target Distribution.

“*Third Target Distribution*” means \$0.2250 per Unit per Quarter (or, with respect to periods of less than a full fiscal quarter, it means the product of such amount multiplied by a fraction of which the numerator is the number of days in such period, and the denominator is the total number of days in such fiscal quarter), subject to adjustment in accordance with Section 5.10, Section 6.6 and Section 6.9.

“*Trading Day*” means a day on which the principal National Securities Exchange on which the referenced Partnership Interests of any class are listed or admitted to trading is open for the transaction of business or, if such Partnership Interests are not listed or admitted to trading on any National Securities Exchange, a day on which banking institutions in New York City generally are open.

“*transfer*” is defined in Section 4.4(a).

“*Transfer Agent*” means such bank, trust company or other Person (including the General Partner or one of its Affiliates) as may be appointed from time to time by the Partnership to act as registrar and transfer agent for any class of Partnership Interests; *provided*, that if no Transfer Agent is specifically designated for any class of Partnership Interests, the General Partner shall act in such capacity.

“*Underwriter*” means each Person named as an underwriter in the Underwriting Agreement who purchases Common Units pursuant thereto.

“*Underwriting Agreement*” means that certain Underwriting Agreement, dated as of November 4, 2014, among the Underwriters, the Partnership, the General Partner and the other parties thereto, providing for the purchase of Common Units by the Underwriters.

“*Unit*” means a Partnership Interest that is designated as a “Unit” and shall include Common Units and Subordinated Units but shall not include (i) the General Partner Interest or (ii) Incentive Distribution Rights.

“*Unitholders*” means the Record Holders of Units.

“*Unit Majority*” means (i) during the Subordination Period, a majority of the Outstanding Common Units (excluding Common Units whose voting power is, with respect to the subject vote, controlled by the General Partner or its Affiliates), voting as a class, and a majority of the

Outstanding Subordinated Units, voting as a class, and (ii) after the end of the Subordination Period, a majority of the Outstanding Common Units.

“*Unpaid MQD*” is defined in Section 6.1(c)(i)(B).

“*Unrealized Gain*” attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the fair market value of such property as of such date (as determined under Section 5.4(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.4(d) as of such date).

“*Unrealized Loss*” attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.4(d) as of such date) over (b) the fair market value of such property as of such date (as determined under Section 5.4(d)).

“*Unrecovered Initial Unit Price*” means at any time, with respect to a Unit, the Initial Unit Price less the sum of all distributions constituting Capital Surplus theretofore made in respect of an Initial Common Unit and any distributions of cash (or the Net Agreed Value of any distributions in kind) in connection with the dissolution and liquidation of the Partnership theretofore made in respect of an Initial Common Unit, adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision, or combination of such Units.

“*Unrestricted Person*” means (a) each Indemnitee, (b) each Partner, (c) each Person who is or was a member, partner, director, officer, employee or agent of any Group Member, a General Partner or any Departing General Partner or any Affiliate of any Group Member, a General Partner or any Departing General Partner and (d) any Person the General Partner designates as an “Unrestricted Person” for purposes of this Agreement.

“*U.S. GAAP*” means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

“*Withdrawal Opinion of Counsel*” is defined in Section 11.1(b).

“*Working Capital Borrowings*” means borrowings used solely for working capital purposes or to pay distributions to Partners, made pursuant to a credit facility, commercial paper facility or other similar financing arrangement; *provided* that when incurred it is the intent of the borrower to repay such borrowings within 12 months from sources other than additional Working Capital Borrowings.

Section 1.2 *Construction.* Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms “include”, “includes”, “including” and words of like import shall be deemed to be followed by the words “without limitation”; and (d) the terms “hereof”, “herein” and “hereunder” refer to this

Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. The General Partner has the power to construe and interpret this Agreement and to act upon any such construction or interpretation. Any construction or interpretation of this Agreement by the General Partner and any action taken pursuant thereto and any determination made by the General Partner in good faith shall, in each case, be conclusive and binding on all Record Holders and all other Persons for all purposes.

ARTICLE II

ORGANIZATION

Section 2.1 *Formation.* The Partnership was formed upon the conversion of Antero Resources Midstream LLC, a

Delaware limited liability company, into a Delaware limited partnership pursuant to the provisions of the Delaware Act. This Agreement shall become effective on the date of this Agreement. Except as expressly provided to the contrary in this Agreement, the rights, duties (including fiduciary duties), liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act.

Section 2.2 *Name.* The name of the Partnership shall be “Antero Midstream Partners LP.” The Partnership’s business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words “Limited Partnership,” “LP,” “Ltd.” or similar words or letters shall be included in the Partnership’s name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be located at 1615 Wynkoop Street, Denver, Colorado 80202, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 1615 Wynkoop Street, Denver, Colorado 80202, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

24

Section 2.4 *Purpose and Business.* The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner, in its sole discretion, and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, and (b) do anything necessary or appropriate to the foregoing, including the making of capital contributions or loans to a Group Member; *provided, however*, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for U.S. federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve, and may, in its sole discretion, decline to propose or approve, the conduct by the Partnership Group of any business.

Section 2.5 *Powers.* The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 *Term.* The term of the Partnership commenced upon the filing of the Certificate Limited Partnership in accordance with the Delaware Act and shall continue in existence until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

Section 2.7 *Title to Partnership Assets.* Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more of its Affiliates or one or more nominees shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; *provided, however*, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership or one or more of the Partnership’s designated Affiliates as soon as reasonably practicable; *provided, further*, that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner

25

satisfactory to the General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III

RIGHTS OF LIMITED PARTNERS

Section 3.1 *Limitation of Liability.* The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

Section 3.2 *Management of Business.* No Limited Partner, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. No action taken by any Affiliate of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall be considered participating in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Act) nor shall any such action affect, impair or eliminate the limitations on the liability of the Limited Partners under this Agreement.

Section 3.3 *Outside Activities of the Limited Partners.* Subject to the provisions of Section 7.6, which shall continue to be applicable to the Persons referred to therein, regardless of whether such Persons shall also be Limited Partners, each Limited Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership Group. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.

Section 3.4 *Rights of Limited Partners.*

(a) Each Limited Partner shall have the right, for a purpose that is reasonably related, as determined by the General Partner, to such Limited Partner's interest as a Limited Partner in the Partnership, upon reasonable written demand stating the purpose of such demand and at such Limited Partner's own expense, to obtain:

(i) true and full information regarding the status of the business and financial condition of the Partnership (provided that the requirements of this Section 3.4(a)(i) shall be satisfied if the Limited Partner is furnished the Partnership's most recent annual report and any subsequent quarterly or periodic reports required to be filed (or which would be required to be filed) with the Commission pursuant to Section 13 of the Exchange Act);

26

(ii) a current list of the name and last known business, residence or mailing address of each Record Holder; and

(iii) a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto, together with copies of the executed copies of all powers of attorney pursuant to which this Agreement, the Certificate of Limited Partnership and all amendments thereto have been executed.

(b) The rights pursuant to Section 3.4(a) replace in their entirety any rights to information provided for in Section 17-305(a) of the Delaware Act and each of the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby agrees to the fullest extent permitted by law that they do not have any rights as Partners to receive any information either pursuant to Sections 17-305(a) of the Delaware Act or otherwise except for the information identified in Section 3.4(a).

(c) The General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner deems reasonable, (i) any information that the General Partner reasonably believes to be in the nature of trade secrets or (ii) other information the disclosure of which the General Partner believes (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or by agreement with any third party to keep confidential.

(d) Notwithstanding any other provision of this Agreement or Section 17-305 of the Delaware Act, each of the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby agrees to the fullest extent permitted by law that they do not have rights to receive information from the Partnership or any Indemnitee for the purpose of determining whether to pursue litigation or assist in pending litigation against the Partnership or any Indemnitee relating to the affairs of the Partnership except pursuant to the applicable rules of discovery relating to litigation commenced by such Person.

ARTICLE IV

CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS

Section 4.1 *Certificates.* Notwithstanding anything to the contrary herein, unless the General Partner shall determine otherwise in respect of some or all of any or all classes of Partnership Interests, Partnership Interests shall not be evidenced by certificates. Any Certificates that are issued shall be executed on behalf of the Partnership by the Chairman of the Board, Chief Executive Officer, President or any Executive Vice President or Vice President and the Chief Financial Officer or the Secretary or any Assistant Secretary of the General Partner. No Certificate for a class of Partnership Interests shall be valid for any purpose until it has been countersigned by the Transfer Agent for such class of Partnership Interests; *provided, however,*

27

that if the General Partner elects to cause the Partnership to issue Partnership Interests of such class in global form, the Certificate shall be

valid upon receipt of a certificate from the Transfer Agent certifying that the Partnership Interests have been duly registered in accordance with the directions of the Partnership. Subject to the requirements of Section 6.7(c), if Common Units are evidenced by Certificates, on or after the date on which Subordinated Units are converted into Common Units, the Record Holders of such Subordinated Units (i) if the Subordinated Units are evidenced by Certificates, may exchange such Certificates for Certificates evidencing Common Units or (ii) if the Subordinated Units are not evidenced by Certificates, shall be issued Certificates evidencing Common Units.

Section 4.2 *Mutilated, Destroyed, Lost or Stolen Certificates.*

(a) If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate officers of the General Partner on behalf of the Partnership shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Interests as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and the Transfer Agent shall countersign, a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate:

- (i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;
- (ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;
- (iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner may direct to indemnify the Partnership, the Partners, the General Partner and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and
- (iv) satisfies any other reasonable requirements imposed by the General Partner or the Transfer Agent.

If a Limited Partner fails to notify the General Partner within a reasonable period of time after such Limited Partner has notice of the loss, destruction or theft of a Certificate, and a transfer of the Limited Partner Interests represented by the Certificate is registered before the Partnership, the General Partner or the Transfer Agent receives such notification, the Limited Partner shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 4.3 *Record Holders.* The Partnership and the General Partner shall be entitled to recognize the Record Holder as the Partner with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such Partnership Interest on the part of any other Person, regardless of whether the Partnership shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Persons on the other, such representative Person shall be (a) the Record Holder of such Partnership Interest and (b) bound by this Agreement and shall have the rights and obligations of a Partner hereunder as, and to the extent, provided herein.

Section 4.4 *Transfer Generally.*

(a) The term "transfer," when used in this Agreement with respect to a Partnership Interest, shall mean a transaction by which the holder of a Partnership Interest assigns its such Partnership Interest to another Person who is or becomes a Partner, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, excluding a pledge, encumbrance, hypothecation or mortgage but including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be, to the fullest extent permitted by law, null and void.

(c) Nothing contained in this Agreement shall be construed to prevent a disposition by any stockholder, member, partner or other owner of any Partner of any or all of the shares of stock, membership interests, partnership interests or other ownership interests in such Partner and the term "transfer" shall not mean any such disposition.

Section 4.5 *Registration and Transfer of Limited Partner Interests.*

(a) The General Partner shall keep or cause to be kept on behalf of the Partnership a register in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 4.5(b), the Partnership will provide for the registration and transfer of Limited Partner Interests.

(b) The Partnership shall not recognize any transfer of Limited Partner Interests evidenced by Certificates until the Certificates evidencing such Limited Partner Interests are surrendered for registration of transfer. No charge shall be imposed by the General Partner for such transfer; *provided*, that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate, and subject to the provisions hereof, the appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Certificates evidencing Limited Partner Interests, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered.

(c) By acceptance of the transfer of any Limited Partner Interests in accordance with this Section 4.5 and except as provided in Section 4.8, each transferee of a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) acknowledges and agrees to the provisions of Section 10.1(a).

(d) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.3, (iii) Section 4.7, (iv) with respect to any class or series of Limited Partner Interests, the provisions of any statement of designations or an amendment to this Agreement establishing such class or series, (v) any contractual provisions binding on any Limited Partner and (vi) provisions of applicable law including the Securities Act, Limited Partner Interests shall be freely transferable.

(e) The General Partner and its Affiliates shall have the right at any time to transfer their Subordinated Units, Common Units and Incentive Distribution Rights to one or more Persons.

Section 4.6 *Transfer of the General Partner's General Partner Interest.*

(a) The General Partner may at its option transfer all or any part of its General Partner Interest without approval from any other Partner.

(b) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement, (ii) the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability under the Delaware Act of any Limited Partner or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed) and (iii) such transferee also agrees to purchase all (or the appropriate portion thereof, if applicable) of the partnership or membership

interest held by the General Partner as the general partner or managing member, if any, of each other Group Member. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may be) shall, subject to compliance with the terms of Section 10.2, be admitted to the Partnership as the General Partner effective immediately prior to the transfer of the General Partner Interest, and the business of the Partnership shall continue without dissolution.

Section 4.7 *Restrictions on Transfers.*

(a) Notwithstanding the other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed).

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if it determines, with the advice of counsel, that such restrictions are necessary or advisable to (i) avoid a significant risk of the Partnership becoming taxable as a corporation or otherwise becoming taxable as an entity for U.S. federal income tax purposes or (ii) preserve the uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may impose such restrictions by amending this Agreement; *provided, however*, that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests on the principal National Securities Exchange on which such class of Limited Partner Interests is then listed or admitted to trading must be approved, prior to such amendment being effected, by the holders of a majority of the Outstanding Limited Partner Interests of such class.

(c) Nothing contained in this Agreement, other than Section 4.7(a), shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading.

Section 4.8 *Eligibility Certificates; Ineligible Holders.*

(a) If at any time the General Partner determines, with the advice of counsel, that:

(i) the U.S. federal income tax status (or lack of proof of the U.S. federal income tax status) of one or more Limited Partners or their owners has or is reasonably likely to have a material adverse effect on the rates that can be charged to customers by any Group Member with respect to assets that are subject to regulation by the Federal

Energy Regulatory Commission or similar regulatory body (a “*Rate Eligibility Trigger*”); or

(ii) any Group Member is subject to any federal, state or local law or regulation that would create a substantial risk of cancellation or forfeiture of any property in which the Group Member has an interest based on the nationality, citizenship or other related status of a Limited Partner or its owner(s) (a “*Citizenship Eligibility Trigger*”);

then, the General Partner may adopt such amendments to this Agreement as it determines to be necessary or appropriate to (x) in the case of a Rate Eligibility Trigger, obtain such proof of the U.S. federal income tax status of the Limited Partners and, to the extent relevant, their owners, as the General Partner determines to be necessary or appropriate to reduce the risk of occurrence of a material adverse effect on the rates that can be charged to customers by any Group Member or (y) in the case of a Citizenship Eligibility Trigger, obtain such proof of the nationality, citizenship or other related status of the Limited Partners and, to the extent relevant, their owners as the General Partner determines to be necessary or appropriate to eliminate or mitigate the risk of cancellation or forfeiture of any properties or interests therein.

(b) Such amendments may include provisions requiring all Partners to certify as to their (and their owners’) status as Eligible Holders upon demand and on a regular basis, as determined by the General Partner, and may require transferees of Units to so certify prior to being admitted to the Partnership as Partners (any such required certificate, an “*Eligibility Certificate*”).

(c) Such amendments may provide that any Partner who fails to furnish to the General Partner within a reasonable period requested proof of its (and its owners’) status as an Eligible Holder or if upon receipt of such Eligibility Certificate or other requested information the General Partner determines that a Limited Partner (or its owner) is not an Eligible Holder (an “*Ineligible Holder*”), the Partnership Interests owned by such Limited Partner shall be subject to redemption in accordance with the provisions of Section 4.9. In addition, the General Partner shall be substituted and treated as the owner of all Partnership Interests owned by an Ineligible Holder.

(d) The General Partner shall, in exercising voting rights in respect of Partnership Interests held by it on behalf of Ineligible Holders, cast such votes in the same manner and in the same ratios as the votes of Partners (including the General Partner and its Affiliates) in respect of Partnership Interests other than those of Ineligible Holders are cast.

(e) Upon dissolution of the Partnership, an Ineligible Holder shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Ineligible Holder’s share of any distribution in kind. Such payment and assignment shall be treated for

purposes hereof as a purchase by the Partnership from the Ineligible Holder of the portion of his Partnership Interest representing his right to receive his share of such distribution in kind.

(f) At any time after he can and does certify that he has become an Eligible Holder, an Ineligible Holder may, upon application to the General Partner, request that with respect to any Partnership Interests of such Ineligible Holder not redeemed pursuant to Section 4.9, such Ineligible Holder be admitted as a Partner, and upon approval of the General Partner, such Ineligible Holder shall be admitted as a Partner and shall no longer constitute an Ineligible Holder and the General Partner shall cease to be deemed to be the owner in respect of such Ineligible Holder’s Partnership Interests.

Section 4.9 *Redemption of Partnership Interests of Ineligible Holders.*

(a) If at any time a Partner fails to furnish an Eligibility Certificate or other information requested within the period of time specified in amendments adopted pursuant to Section 4.8 or if upon receipt of such Eligibility Certificate, the General Partner determines, with the advice of counsel, that a Partner is an Ineligible Holder, the Partnership may, unless the Partner establishes to the satisfaction of the General Partner that such Partner is an Eligible Holder or has transferred his Limited Partner Interests to a Person who is an Eligible Holder and who furnishes an Eligibility Certificate to the General Partner prior to the date fixed for redemption as provided below, redeem the Partnership Interest of such Partner as follows:

(i) The General Partner shall, not later than the 30th day before the date fixed for redemption, give notice of redemption to the Partner, at his last address designated on the records of the Partnership or the Transfer Agent, as applicable, by registered or certified mail, postage prepaid. The notice shall be deemed to have been given when so mailed. The notice shall specify the Redeemable Interests, the date fixed for redemption, the place of payment, that payment of the redemption price will be made upon redemption of the Redeemable Interests (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender of the Certificate evidencing the Redeemable Interests) and that on and after the date fixed for redemption no further allocations or distributions to which the Partner would otherwise be entitled in respect of the Redeemable Interests will accrue or be made.

(ii) The aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price

(the date of determination of which shall be the date fixed for redemption) of Partnership Interests of the class to be so redeemed multiplied by the number of Partnership Interests of each such class included among the Redeemable Interests. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 5% annually and payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(iii) The Partner or his duly authorized representative shall be entitled to receive the payment for the Redeemable Interests at the place of payment specified in the notice of redemption on the redemption date (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender by or on behalf of the Partner at the place specified in the notice of redemption, of the Certificate evidencing the Redeemable Interests, duly endorsed in blank or accompanied by an assignment duly executed in blank).

(iv) After the redemption date, Redeemable Interests shall no longer constitute issued and Outstanding Limited Partner Interests.

(b) The provisions of this Section 4.9 shall also be applicable to Partnership Interests held by a Partner as nominee of a Person determined to be an Ineligible Holder.

(c) Nothing in this Section 4.9 shall prevent the recipient of a notice of redemption from transferring his Partnership Interest before the redemption date if such transfer is otherwise permitted under this Agreement. Upon receipt of notice of such a transfer, the General Partner shall withdraw the notice of redemption, *provided* the transferee of such Partnership Interest certifies to the satisfaction of the General Partner that he is an Eligible Holder. If the transferee fails to make such certification, such redemption will be effected from the transferee on the original redemption date.

ARTICLE V

CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

Section 5.1 *Organizational Transactions; Contributions by the General Partner and its Affiliates.*

(a) As of the Closing Date and in connection with the conversion of Antero Resources Midstream LLC into a limited partnership (i.e., the Partnership) under the Delaware Act, the General Partner received the general partner interest and Incentive Distribution Rights of the Partnership in exchange for its special interest in Antero Resources Midstream LLC. In connection with the formation of the Partnership under the Delaware Act, the General Partner has been admitted as the General Partner of the Partnership. The Organizational Limited Partner made an initial Capital Contribution to the Partnership in the amount of \$1,000.00 in exchange for a Limited Partner Interest equal to a 100% Percentage Interest and has been admitted as a Limited Partner of the Partnership. As of the Closing Date, and effective with the admission of another Limited Partner to the Partnership, the interests of the Organizational Limited Partner will be redeemed as provided in the Contribution Agreement and the initial Capital Contributions of the Organizational Limited Partner will be refunded. One-hundred percent of any interest or other profit that may have resulted from the investment or other use of such initial Capital Contributions will be allocated and distributed to the Organizational Limited Partner.

(b) On the Closing Date and pursuant to the Contribution Agreement, the Organizational Limited Partner shall contribute to the Partnership, as a Capital Contribution, the Contributed Subsidiary (as defined in the Contribution Agreement) in exchange for 75,940,957 Common Units, 38,440,957 Subordinated Units, and the right to receive all of the net proceeds from the Initial Offering.

Section 5.2 *Contributions by Initial Limited Partners.*

(a) On the Closing Date and pursuant to the Underwriting Agreement, each Underwriter shall contribute cash to the Partnership in exchange for the issuance by the Partnership of Common Units to each Underwriter, all as set forth in the Underwriting Agreement.

(b) Upon the exercise, if any, of the Over-Allotment Option, each Underwriter shall contribute cash to the Partnership in exchange for the issuance by the Partnership of Common Units to each Underwriter, all as set forth in the Underwriting Agreement.

Section 5.3 *Interest and Withdrawal.* No interest shall be paid by the Partnership on Capital Contributions. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon liquidation of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement, no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions.

Section 5.4 *Capital Accounts.*

(a) The Partnership shall maintain for each Partner (or a beneficial owner of Partnership Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or

any other method acceptable to the General Partner) owning a Partnership Interest a separate Capital Account with respect to such Partnership Interest in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made by the Partner with respect to such Partnership Interest and (ii) all items of Partnership income and gain computed in accordance with Section 5.4(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made to the Partner with respect to such Partnership Interest and (y) all items of Partnership deduction and loss computed in accordance with Section 5.4(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction that is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the

35

same as its determination, recognition and classification for U.S. federal income tax purposes (including any method of depreciation, cost recovery or amortization used for that purpose), *provided*, that:

(i) Solely for purposes of this Section 5.4, the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner based upon the provisions of the applicable Group Member Agreement) of all property owned by (x) any other Group Member that is classified as a partnership for U.S. federal income tax purposes and (y) any other partnership, limited liability company, unincorporated business or other entity classified as a partnership for U.S. federal income tax purposes of which a Group Member is, directly or indirectly, a partner, member or other equity holder.

(ii) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 6.1.

(iii) The computation of all items of income, gain, loss and deduction shall be made (x) except as otherwise provided in this Agreement and in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), without regard to any election under Section 754 of the Code that may be made by the Partnership, and (y) as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for U.S. federal income tax purposes.

(iv) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) of the Code (including pursuant to Treasury Regulation Section 1.734-2(b)(1)) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(v) In the event the Carrying Value of Partnership property is adjusted pursuant to Section 5.4(d), any Unrealized Gain resulting from such adjustment shall be treated as an item of gain and any Unrealized Loss resulting from such adjustment shall be treated as an item of loss.

(vi) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the property's Carrying Value as of such date.

36

(vii) Any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property or Adjusted Property shall be determined under the rules prescribed by Treasury Regulation Section 1.704-3(d) as if the adjusted basis of such property were equal to the Carrying Value of such property immediately following such adjustment.

(viii) The Gross Liability Value of each Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i) shall be adjusted at such times as provided in this Agreement for an adjustment to the Carrying Values of Partnership property. The amount of any such adjustment shall be treated for purposes hereof as an item of loss (if the adjustment increases the Carrying Value of such Liability of the Partnership) or an item of gain (if the adjustment decreases the Carrying Value of such Liability of the Partnership).

(c) (i) Except as otherwise provided in this Section 5.4(c), a transferee of a Partnership Interest shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(ii) Subject to Section 6.7(b), immediately prior to the transfer of a Subordinated Unit or of a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.6 by a holder thereof (in each case, other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph 5.4(c)(ii) apply), the Capital Account maintained for such Person with respect to its Subordinated Units or converted Subordinated Units will (A) first, be allocated to the Subordinated Units or converted Subordinated Units to be transferred in an amount equal to the product of (x) the number of such Subordinated Units or converted Subordinated Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) second, any

remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any Subordinated Units or converted Subordinated Units. Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained Subordinated Units or retained converted Subordinated Units, if any, will have a balance equal to the amount allocated under clause (B) above, and the transferee's Capital Account established with respect to the transferred Subordinated Units or transferred converted Subordinated Units will have a balance equal to the amount allocated under clause (A) above.

(iii) Subject to Section 6.8(b), immediately prior to the transfer of an IDR Reset Common Unit by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph 5.4(c)(iii) apply), the Capital Account maintained for such Person with respect to its IDR Reset Common Units will (A) first, be allocated to the IDR Reset Common Units to be transferred in an amount equal to the product of (x) the number of such IDR Reset Common Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has

37

retained any IDR Reset Common Units. Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained IDR Reset Common Units, if any, will have a balance equal to the amount allocated under clause (B) hereinabove, and the transferee's Capital Account established with respect to the transferred IDR Reset Common Units will have a balance equal to the amount allocated under clause (A) above.

(d) (i) Consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(h)(2), on an issuance of additional Partnership Interests for cash or Contributed Property, the issuance of a Noncompensatory Option, the issuance of Partnership Interests as consideration for the provision of services, the issuance of IDR Reset Common Units pursuant to Section 5.10, or the conversion of the Combined Interest to Common Units pursuant to Section 11.3(b), the Carrying Value of each Partnership property immediately prior to such issuance shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property; *provided, however*, that in the event of the issuance of a Partnership Interest pursuant to the exercise of a Noncompensatory Option where the right to share in Partnership capital represented by such Partnership Interest differs from the consideration paid to acquire and exercise such option, the Carrying Value of each Partnership property immediately after the issuance of such Partnership Interest shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property and the Capital Accounts of the Partners shall be adjusted in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(s); *provided further, however*, that in the event of an issuance of Partnership Interests for a de minimis amount of cash or Contributed Property, in the event of an issuance of a Noncompensatory Option to acquire a de minimis Partnership Interest or in the event of an issuance of a de minimis amount of Partnership Interests as consideration for the provision of services, the General Partner may determine that such adjustments are unnecessary for the proper administration of the Partnership. In determining such Unrealized Gain or Unrealized Loss, the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to the issuance of additional Partnership Interests (or, in the case of a Revaluation Event resulting from the exercise of a Noncompensatory Option, immediately after the issuance of the Partnership Interest acquired pursuant to the exercise of such Noncompensatory Option) shall be determined by the General Partner using such method of valuation as it may adopt. In making its determination of the fair market values of individual properties, the General Partner may first determine an aggregate value for the assets of the Partnership that takes into account the current trading price of the Common Units, the fair market value of all other Partnership Interests at such time and the value of Partnership Liabilities. The General Partner may allocate such aggregate value among the individual properties of the Partnership (in such manner as it determines appropriate). Absent a contrary determination by the General Partner, the aggregate fair market value of all Partnership assets (including, without limitation, cash or cash equivalents) immediately prior to a Revaluation Event shall be the value that would result in the Capital Account for each Common Unit that is Outstanding prior to such Revaluation Event being equal to the Event Issue Value.

38

(ii) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), immediately prior to any distribution to a Partner of any Partnership property (other than a distribution of cash that is not in redemption or retirement of a Partnership Interest), the Carrying Value of all Partnership property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property. In determining such Unrealized Gain or Unrealized Loss the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to a distribution shall (A) in the case of a distribution other than one made pursuant to Section 12.4, be determined in the same manner as that provided in Section 5.4(d)(i) or (B) in the case of a liquidating distribution pursuant to Section 12.4, be determined by the Liquidator using such method of valuation as it may adopt.

Section 5.5 *Issuances of Additional Partnership Interests and Derivative Instruments.*

(a) The Partnership may issue additional Partnership Interests and Derivative Instruments for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners.

(b) Each additional Partnership Interest authorized to be issued by the Partnership pursuant to Section 5.5(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of Partnership Interests), as shall be fixed by the General Partner, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution

and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Interest (including sinking fund provisions); (v) whether such Partnership Interest is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Interest will be issued, evidenced by Certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Interest; and (viii) the right, if any, of each such Partnership Interest to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of such Partnership Interest.

(c) The General Partner shall take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Interests and Derivative Instruments pursuant to this Section 5.5, (ii) the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, (iii) the issuance of Common Units pursuant to Section 5.10, (iv) reflecting admission of such additional Limited Partners in the books and records of the Partnership as the Record Holders of such Limited Partner Interests and (v) all additional issuances of Partnership Interests. The General Partner shall determine the relative rights, powers and duties of the holders of the Units or other Partnership Interests being so issued. The General Partner shall do all things necessary to comply with the Delaware Act and is authorized and directed to do all things that it determines to be necessary or appropriate in connection with

any future issuance of Partnership Interests or in connection with the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any National Securities Exchange on which the Units or other Partnership Interests are listed or admitted to trading.

(d) No fractional Units shall be issued by the Partnership.

Section 5.6 *Conversion of Subordinated Units.* All of the Subordinated Units shall convert into Common Units on a one-for-one basis on the first Business Day following the distribution pursuant to Section 6.3(a) in respect of the final full Quarter of the Subordination Period.

Section 5.7 *Limited Preemptive Right.* Except as provided in this Section 5.7 or as otherwise provided in a separate agreement by the Partnership, no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Interest, whether unissued, held in the treasury or hereafter created. The General Partner shall have the right, which it may from time to time assign in whole or in part to any of its Affiliates, to purchase Partnership Interests from the Partnership whenever, and on the same terms that, the Partnership issues Partnership Interests to Persons other than the General Partner and its Affiliates, to the extent necessary to maintain the Percentage Interests of the General Partner and its Affiliates equal to that which existed immediately prior to the issuance of such Partnership Interests. The determination by the General Partner to exercise (or refrain from exercising) its right pursuant to the immediately preceding sentence shall be a determination made in its individual capacity.

Section 5.8 *Splits and Combinations.*

(a) The Partnership may make a distribution of Partnership Interests to all Record Holders or may effect a subdivision or combination of Partnership Interests. Upon any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event (subject to the effect of Section 5.8(d)), and any amounts calculated on a per Unit basis (including any Common Unit Arrearage or Cumulative Common Unit Arrearage) or stated as a number of Units shall be proportionately adjusted retroactive to the beginning of the Partnership.

(b) Whenever such a distribution, subdivision or combination of Partnership Interests is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice.

(c) Promptly following any such distribution, subdivision or combination, the Partnership may issue Certificates to the Record Holders of Partnership Interests as of the applicable Record Date representing the new number of Partnership Interests held by such

Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Interests Outstanding, the Partnership shall require, as a condition to the delivery to a Record Holder of such new Certificate, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(d) The Partnership shall not issue fractional Units upon any distribution, subdivision or combination of Units. If a distribution, subdivision or combination of Units would result in the issuance of fractional Units but for the provisions of Section 5.5(d) and this Section 5.8(d), each fractional Unit shall be rounded to the nearest whole Unit (and a 0.5 Unit shall be rounded to the next higher Unit).

Section 5.9 *Fully Paid and Non-Assessable Nature of Limited Partner Interests.* All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be fully paid and non-assessable Limited Partner Interests in the Partnership, except as such non-assessability may be affected by Section 17-607 or 17-804 of the Delaware Act.

(a) Subject to the provisions of this Section 5.10, the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the holders of Incentive Distribution Rights) shall have the option, at any time when there are no Subordinated Units outstanding and the Partnership has made a distribution pursuant to Section 6.4(a)(vii) or Section 6.4(b)(v) for each of the four most recently completed Quarters, to make an election (the “**IDR Reset Election**”) to cause the Target Distributions to be reset in accordance with the provisions of Section 5.10(e) and, in connection therewith, the holder or holders of the Incentive Distribution Rights will become entitled to receive their Pro Rata share of a number of Common Units (the “**IDR Reset Common Units**”) equal to the result of dividing (i) the amount of cash distributions made by the Partnership for the Quarter immediately preceding the giving of the Reset Notice in respect of the Incentive Distribution Rights by (ii) the cash distribution made by the Partnership in respect of each Common Unit for the Quarter immediately preceding the giving of the Reset Notice (the “**Reset MQD**”) (the number of Common Units determined by such quotient is referred to herein as the “**Aggregate Quantity of IDR Reset Common Units**”). The making of the IDR Reset Election in the manner specified in Section 5.10(b) shall cause the Target Distributions to be reset in accordance with the provisions of Section 5.10(e) and, in connection therewith, the holder or holders of the Incentive Distribution Rights will become entitled to receive Common Units on the basis specified above, without any further approval required by the General Partner or the Unitholders, at the time specified in Section 5.10(c) unless the IDR Reset Election is rescinded pursuant to Section 5.10(d).

41

(b) To exercise the right specified in Section 5.10(a), the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall deliver a written notice (the “**Reset Notice**”) to the Partnership. Within 10 Business Days after the receipt by the Partnership of such Reset Notice, the Partnership shall deliver a written notice to the holder or holders of the Incentive Distribution Rights of the Partnership’s determination of the aggregate number of Common Units that each holder of Incentive Distribution Rights will be entitled to receive.

(c) The holder or holders of the Incentive Distribution Rights will be entitled to receive the Aggregate Quantity of IDR Reset Common Units on the fifteenth Business Day after receipt by the Partnership of the Reset Notice; *provided, however*, that the issuance of Common Units to the holder or holders of the Incentive Distribution Rights shall not occur prior to the approval of the listing or admission for trading of such Common Units by the principal National Securities Exchange upon which the Common Units are then listed or admitted for trading if any such approval is required pursuant to the rules and regulations of such National Securities Exchange.

(d) If the principal National Securities Exchange upon which the Common Units are then traded has not approved the listing or admission for trading of the Common Units to be issued pursuant to this Section 5.10 on or before the 30th calendar day following the Partnership’s receipt of the Reset Notice and such approval is required by the rules and regulations of such National Securities Exchange, then the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall have the right to either rescind the IDR Reset Election or elect to receive other Partnership Interests having such terms as the General Partner may approve that will provide (i) the same economic value, in the aggregate, as the Aggregate Quantity of IDR Reset Common Units would have had at the time of the Partnership’s receipt of the Reset Notice, as determined by the General Partner, and (ii) for the subsequent conversion (on terms acceptable to the National Securities Exchange upon which the Common Units are then traded) of such Partnership Interests into Common Units within not more than 12 months following the Partnership’s receipt of the Reset Notice upon the satisfaction of one or more conditions that are reasonably acceptable to the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights).

(e) The Target Distributions shall be adjusted at the time of the issuance of Common Units or other Partnership Interests pursuant to this Section 5.10 such that (i) the Minimum Quarterly Distribution shall be reset to be equal to the Reset MQD, (ii) the First Target Distribution shall be reset to equal 115% of the Reset MQD, (iii) the Second Target Distribution shall be reset to equal 125% of the Reset MQD and (iv) the Third Target Distribution shall be reset to equal 150% of the Reset MQD.

42

(f) Upon the issuance of IDR Reset Common Units pursuant to Section 5.10(a) (or other Partnership Interests as described in Section 5.10(d)), the Capital Account maintained with respect to the Incentive Distribution Rights shall (A) first, be allocated to IDR Reset Common Units (or other Partnership Interests) in an amount equal to the product of (x) the Aggregate Quantity of IDR Reset Common Units (or other Partnership Interests) and (y) the Per Unit Capital Amount for an Initial Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the holder(s) of the Incentive Distribution Rights. If there is not a sufficient Capital Account associated with the Incentive Distribution Rights to allocate the full Per Unit Capital Amount for an Initial Common Unit to the IDR Reset Common Units in accordance with clause (A) of this Section 5.10(f), the IDR Reset Common Units shall be subject to Sections 6.1(d)(x)(B) and (C).

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 *Allocations for Capital Account Purposes.* For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership’s items of income, gain, loss and deduction (computed in accordance with Section 5.4(b)) for each taxable period shall be allocated among the Partners as provided herein below.

(a) *Net Income.* Net Income for each taxable period (including a pro rata part of each item of income, gain, loss and deduction taken into account in computing Net Income for such taxable period) shall be allocated as follows:

(i) First, to the General Partner until the aggregate amount of Net Income allocated to the General Partner pursuant to this Section 6.1(a)(i) for the current and all previous taxable periods is equal to the aggregate amount of Net Loss allocated to the General Partner pursuant to Section 6.1(b)(ii) for all previous taxable periods; and

(ii) Second, the balance, if any, 100% to the Unitholders, Pro Rata.

(b) *Net Loss.* Net Loss for each taxable period (including a pro rata part of each item of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period) shall be allocated as follows:

(i) First, to the Unitholders, Pro Rata; *provided*, that Net Loss shall not be allocated pursuant to this Section 6.1(b)(i) to the extent that such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit balance in its Adjusted Capital Account); and

(ii) Second, the balance, if any, 100% to the General Partner.

43

(c) *Net Termination Gains and Losses.* Net Termination Gain or Net Termination Loss for each taxable period shall be allocated in the manner set forth in this Section 6.1(c). All allocations under this Section 6.1(c) shall be made after Capital Account balances have been adjusted by all other allocations provided under this Section 6.1 and after all distributions of cash and cash equivalents provided under Section 6.4 and Section 6.5 have been made; *provided, however*, that solely for purposes of this Section 6.1(c), Capital Accounts shall not be adjusted for distributions made pursuant to Section 12.4.

(i) Except as provided in Section 6.1(c)(iv) and subject to the provisions set forth in the last sentence of this Section 6.1(c)(i), Net Termination Gain (including a pro rata part of each item of income, gain, loss, and deduction taken into account in computing Net Termination Gain) shall be allocated in the following order and priority:

(A) First, to each Partner having a deficit balance in its Adjusted Capital Account, in the proportion that such deficit balance bears to the total deficit balances in the Adjusted Capital Accounts of all Partners, until each such Partner has been allocated Net Termination Gain equal to any such deficit balance in its Adjusted Capital Account;

(B) Second, to all Unitholders holding Common Units, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Minimum Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(i) or Section 6.4(b)(i) with respect to such Common Unit for such Quarter (the amount determined pursuant to this clause (2) is hereinafter referred to as the “*Unpaid MQD*”) and (3) any then existing Cumulative Common Unit Arrearage;

(C) Third, if such Net Termination Gain is recognized (or is deemed to be recognized) prior to the conversion of the last Outstanding Subordinated Unit into a Common Unit, to all Unitholders holding Subordinated Units, Pro Rata, until the Capital Account in respect of each Subordinated Unit then Outstanding equals the sum of (1) its Unrecovered Initial Unit Price, determined for the taxable period (or portion thereof) to which this allocation of gain relates, and (2) the Minimum Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(iii) with respect to such Subordinated Unit for such Quarter;

(D) Fourth, to all Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Unpaid MQD, (3) any then existing Cumulative Common Unit Arrearage, and (4) the excess of (aa) the First Target Distribution less the Minimum Quarterly Distribution for each Quarter after the Closing Date or the date of the most recent IDR Reset Election, if any, over

44

(bb) the cumulative per Unit amount of any distributions of cash or cash equivalents that are deemed to be Operating Surplus made pursuant to Section 6.4(a)(iv) and Section 6.4(b)(ii) for such period (the sum of (1), (2), (3) and (4) is hereinafter referred to as the “*First Liquidation Target Amount*”);

(E) Fifth, 15% to the holders of the Incentive Distribution Rights, Pro Rata, and 85.0% to all Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the First Liquidation Target Amount, and (2) the excess of (aa) the Second Target Distribution less the First Target Distribution for each Quarter after the Closing Date or the date of the most recent IDR Reset Election, if any, over (bb) the cumulative per Unit amount of any distributions of cash or cash equivalents that are deemed to be Operating Surplus made pursuant to Section 6.4(a)(v) and Section 6.4(b)(iii) for such period (the sum of (1) and (2) is hereinafter referred to as the “*Second Liquidation Target Amount*”);

(F) Sixth, 25% to the holders of the Incentive Distribution Rights, Pro Rata, and 75% to all Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the Second Liquidation Target Amount, and (2) the excess of (aa) the Third Target Distribution less the Second Target Distribution for each Quarter after the Closing Date or the date of the most recent IDR Reset Election, if any, over (bb) the cumulative per Unit amount of any distributions of cash or cash equivalents that are deemed to be Operating Surplus made pursuant to Section 6.4(a)(vi) and Section 6.4(b)(iv) for such period; and

(G) Finally, 50% to the holders of the Incentive Distribution Rights, Pro Rata, and 50% to all Unitholders, Pro Rata.

Notwithstanding the foregoing provisions in this Section 6.1(c)(i), the General Partner may adjust the amount of any Net Termination Gain arising in connection with a Revaluation Event that is allocated to the holders of Incentive Distribution Rights in a manner that will result (1) in the Capital Account for each Common Unit that is Outstanding prior to such Revaluation Event being equal to the Event Issue Value and (2) to the greatest extent possible, the Capital Account with respect to the Incentive Distribution Rights that are Outstanding prior to such Revaluation Event being equal to the amount of Net Termination Gain that would be allocated to the holders of the Incentive Distribution Rights pursuant to this Section 6.1(c)(i) if the Capital Accounts with respect to all Partnership Interests that were Outstanding immediately prior to such Revaluation Event and the Carrying Value of each Partnership property were equal to zero.

(ii) Except as otherwise provided by Section 6.1(c)(iii) or Section 6.1(c)(iv), Net Termination Loss shall be allocated:

45

(A) First, if Subordinated Units remain Outstanding, to all Unitholders holding Subordinated Units, Pro Rata, until the Adjusted Capital Account in respect of each Subordinated Unit then Outstanding has been reduced to zero;

(B) Second, to all Unitholders holding Common Units, Pro Rata, until the Adjusted Capital Account in respect of each Common Unit then Outstanding has been reduced to zero; and

(C) Third, the balance, if any, 100% to the General Partner.

(iii) Any Net Termination Loss deemed recognized pursuant to clause (b) of the definition of Net Termination Loss as a result of a Revaluation Event prior to the conversion of the last Outstanding Subordinated Unit and prior to the Liquidation Date shall be allocated:

(A) First, to the Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding equals the Event Issue Value; *provided* that Net Termination Loss shall not be allocated pursuant to this Section 6.1(c)(iii)(A) to the extent such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit in its Adjusted Capital Account);

(B) Second, to all Unitholders holding Subordinated Units, Pro Rata; *provided* that Net Termination Loss shall not be allocated pursuant to this Section 6.1(c)(iii)(B) to the extent such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit in its Adjusted Capital Account); and

(C) Third, the balance, if any, to the General Partner.

(iv) If (A) a Net Termination Loss has been allocated pursuant to Section 6.1(c)(iii), (B) a Net Termination Gain or Net Termination Loss subsequently occurs (other than as a result of a Revaluation Event) prior to the conversion of the last Outstanding Subordinated Unit and (C) after tentatively making all allocations of such Net Termination Gain or Net Termination Loss provided for in Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable, the Capital Account in respect of each Common Unit does not equal the amount such Capital Account would have been if Section 6.1(c)(iii) had not been part of this Agreement and all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable, then items of income, gain, loss and deduction included in such Net Termination Gain or Net Termination Loss, as applicable, shall be specially allocated to the General Partner and all Unitholders in a manner that will, to the maximum extent possible, cause the Capital Account in respect of each Common Unit to equal the amount such Capital Account would have been if all allocations of Net Termination Gain and Net

46

Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable.

(d) *Special Allocations.* Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for each taxable period in the following order:

(i) *Partnership Minimum Gain Chargeback.* Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in

Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) with respect to such taxable period (other than an allocation pursuant to Section 6.1(d)(vi) and Section 6.1(d)(vii)). This Section 6.1(d)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) *Chargeback of Partner Nonrecourse Debt Minimum Gain.* Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(d)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d), other than Section 6.1(d)(i) and other than an allocation pursuant to Section 6.1(d)(vi) and Section 6.1(d)(vii), with respect to such taxable period. This Section 6.1(d)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) *Priority Allocations.*

(A) If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) with respect to a Unit for a taxable period exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit for the same taxable period (the amount of the excess, an "**Excess Distribution**") and the Unit

47

with respect to which the greater distribution is paid, an "**Excess Distribution Unit**"), then there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii) (A) for the current taxable period and all previous taxable periods is equal to the amount of the Excess Distribution.

(B) After the application of Section 6.1(d)(iii)(A), the remaining items of Partnership gross income or gain for the taxable period, if any, shall be allocated to the holders of Incentive Distribution Rights, Pro Rata, until the aggregate amount of such items allocated to the holders of Incentive Distribution Rights pursuant to this Section 6.1(d)(iii)(B) for the current taxable period and all previous taxable periods is equal to the cumulative amount of all Incentive Distributions made to the holders of Incentive Distribution Rights from the Closing Date to a date 45 days after the end of the current taxable period.

(iv) *Qualified Income Offset.* In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Adjusted Capital Account after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(d)(iv) were not in this Agreement.

(v) *Gross Income Allocation.* In the event any Partner has a deficit balance in its Capital Account at the end of any taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(v) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account after all other allocations provided for in this Section 6.1 have been tentatively made as if Section 6.1(d)(iv) and this Section 6.1(d)(v) were not in this Agreement.

(vi) *Nonrecourse Deductions.* Nonrecourse Deductions for any taxable period shall be allocated to the Partners Pro Rata. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section

48

704(b) of the Code, the General Partner is authorized to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vii) *Partner Nonrecourse Deductions.* Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner

Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, the Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(viii) *Nonrecourse Liabilities.* For purposes of Treasury Regulation Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Partners Pro Rata.

(ix) *Code Section 754 Adjustments.* To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) of the Code (including pursuant to Treasury Regulation Section 1.734-2(b)(1)) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts as a result of a distribution to a Partner in complete liquidation of such Partner's interest in the Partnership, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) taken into account pursuant to Section 5.4, and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(x) *Economic Uniformity; Changes in Law.*

(A) At the election of the General Partner with respect to any taxable period ending upon, or after, the termination of the Subordination Period, all or a portion of the remaining items of Partnership gross income or gain for such taxable period, after taking into account allocations pursuant to Section 6.1(d)(iii), shall be allocated 100% to each Partner holding Subordinated Units that are Outstanding as of the termination of the Subordination Period ("**Final Subordinated Units**") in the proportion of the number of Final Subordinated Units held by such Partner to the total number of Final Subordinated Units then Outstanding, until each such Partner has been allocated an amount of gross income or gain that increases the Capital Account maintained with respect to such Final Subordinated Units to an amount that after taking into account the other allocations of income, gain, loss and deduction to be made with respect to such taxable period will equal the product of (A) the number of Final Subordinated

49

Units held by such Partner and (B) the Per Unit Capital Amount for a Common Unit. The purpose of this allocation is to establish uniformity between the Capital Accounts underlying Final Subordinated Units and the Capital Accounts underlying Common Units held by Persons other than the General Partner and its Affiliates immediately prior to the conversion of such Final Subordinated Units into Common Units. This allocation method for establishing such economic uniformity will be available to the General Partner only if the method for allocating the Capital Account maintained with respect to the Subordinated Units between the transferred and retained Subordinated Units pursuant to Section 5.4(c) (ii) does not otherwise provide such economic uniformity to the Final Subordinated Units.

(B) With respect to an event triggering an adjustment to the Carrying Value of Partnership property pursuant to Section 5.4(d) during any taxable period of the Partnership ending upon, or after, the issuance of IDR Reset Common Units pursuant to Section 5.10, after the application of Section 6.1(d)(x)(A), any Unrealized Gains and Unrealized Losses shall be allocated among the Partners in a manner that to the nearest extent possible results in the Capital Accounts maintained with respect to such IDR Reset Common Units issued pursuant to Section 5.10 equaling the product of (A) the Aggregate Quantity of IDR Reset Common Units and (B) the Per Unit Capital Amount for an Initial Common Unit.

(C) With respect to any taxable period during which an IDR Reset Common Unit is transferred to any Person who is not an Affiliate of the transferor, all or a portion of the remaining items of Partnership gross income or gain for such taxable period shall be allocated 100% to the transferor Partner of such transferred IDR Reset Common Unit until such transferor Partner has been allocated an amount of gross income or gain that increases the Capital Account maintained with respect to such transferred IDR Reset Common Unit to an amount equal to the Per Unit Capital Amount for an Initial Common Unit.

(D) For the proper administration of the Partnership and for the preservation of uniformity of the Limited Partner Interests (or any class or classes thereof), the General Partner shall (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations of income, gain, loss, deduction, Unrealized Gain or Unrealized Loss; and (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Limited Partner Interests (or any class or classes thereof) that are publicly traded as a single class. The General Partner may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 6.1(d)(x)(D) only if

50

such conventions, allocations or amendments would not have a material adverse effect on the Partners, the holders of any class or classes of Outstanding Limited Partner Interests or the Partnership.

(xi) *Curative Allocation.*

(A) Notwithstanding any other provision of this Section 6.1, other than the Required Allocations, the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of gross income, gain, loss and deduction allocated to each Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 6.1. In exercising its discretion under this Section 6.1(d)(xi)(A), the General Partner may take into account future Required Allocations that, although not yet made, are likely to offset other Required Allocations previously made. Allocations pursuant to this Section 6.1(d)(xi)(A) shall only be made with respect to Required Allocations to the extent the General Partner determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners.

(B) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(d)(xi)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(d)(xi)(A) among the Partners in a manner that is likely to minimize such economic distortions.

(xii) *Equalization of Capital Accounts With Respect to Privately Placed Units.* Net Termination Gain or Net Termination Loss deemed recognized as a result of a Revaluation Event shall first be allocated to the (A) Unitholders holding Privately Placed Units, Pro Rata, or (B) Unitholders holding Common Units, Pro Rata, as applicable, to the extent necessary to cause the Capital Account in respect of each Privately Placed Unit then Outstanding to equal the Capital Account in respect of each Common Unit (other than Privately Placed Units) then Outstanding.

(xiii) *Corrective and Other Allocations.* In the event of any allocation of Additional Book Basis Derivative Items or a Net Termination Loss, the following rules shall apply:

(A) The General Partner shall allocate Additional Book Basis Derivative Items consisting of depreciation, amortization, depletion or any other form of cost recovery (other than Additional Book Basis Derivative Items included in Net Termination Gain or Net Termination Loss) with respect to any Adjusted Property to the Unitholders, Pro Rata, the holders of Incentive

Distribution Rights and the General Partner, all in the same proportion as the Net Termination Gain or Net Termination Loss resulting from the Revaluation Event that gave rise to such Additional Book Basis Derivative Items was allocated to them pursuant to Section 6.1(c).

(B) If a sale or other taxable disposition of an Adjusted Property, including, for this purpose, inventory (“Disposed of Adjusted Property”) occurs other than in connection with an event giving rise to Net Termination Gain or Net Termination Loss, the General Partner shall allocate (1) items of gross income and gain (x) away from the holders of Incentive Distribution Rights and (y) to the Unitholders, or (2) items of deduction and loss (x) away from the Unitholders and (y) to the holders of Incentive Distribution Rights, to the extent that the Additional Book Basis Derivative Items with respect to the Disposed of Adjusted Property (determined in accordance with the last sentence of the definition of Additional Book Basis Derivative Items) treated as having been allocated to the Unitholders pursuant to this Section 6.1(d)(xiii)(B) exceed their Share of Additional Book Basis Derivative Items with respect to such Disposed of Adjusted Property. For purposes of this Section 6.1(d)(xiii)(B), the Unitholders shall be treated as having been allocated Additional Book Basis Derivative Items to the extent that such Additional Book Basis Derivative Items have reduced the amount of income that would otherwise have been allocated to the Unitholders under the Partnership Agreement (e.g., Additional Book Basis Derivative Items taken into account in computing cost of goods sold would reduce the amount of book income otherwise available for allocation among the Partners). Any allocation made pursuant to this Section 6.1(d)(xiii)(B) shall be made after all of the other Agreed Allocations have been made as if this Section 6.1(d)(xii) were not in this Agreement and, to the extent necessary, shall require the reallocation of items that have been allocated pursuant to such other Agreed Allocations.

(C) Net Termination Loss in an amount equal to the lesser of (1) such Net Termination Loss and (2) the Aggregate Remaining Net Positive Adjustments shall be allocated in such manner as is determined by the General Partner that to the extent possible, the Capital Account balances of the Partners will equal the amount they would have had no prior Book-Up Events occurred, and any remaining Net Termination Loss shall be allocated pursuant to Section 6.1(c) hereof. In allocating Net Termination Loss pursuant to this Section 6.1(d)(xiii)(C), the General Partner shall attempt, to the extent possible, to cause the Capital Accounts of the Unitholders, on the one hand, and holders of the Incentive Distribution Rights, on the other hand, to equal the amount they would equal if (i) the Carrying Values of the Partnership’s property had not been previously adjusted in connection with any prior Book-Up Events, (ii) Unrealized Gain and Unrealized Loss (or, in the case of a liquidation, actual gain or loss) with respect to such Partnership Property were determined with respect to such unadjusted Carrying Values, and (iii) any resulting Net Termination Gain had

been allocated pursuant to Section 6.1(c)(i) (including, for the avoidance of doubt, taking into account the provisions set forth in the last sentence of Section 6.1(c)(i)).

(D) In making the allocations required under this Section 6.1(d)(xiv)(D), the General Partner may apply whatever conventions or other methodology it determines will satisfy the purpose of this Section 6.1(d)(xiv)(D). Without limiting the foregoing, if an Adjusted Property is contributed by the Partnership to another entity classified as a partnership for U.S. federal income tax purposes (the “lower tier partnership”), the General Partner may make allocations similar to those described in Section 6.1(d)(xiii)(A), (B) and (C) to the extent the General Partner determines such allocations are necessary to account for the Partnership’s allocable share of income, gain, loss and deduction of the lower tier partnership that relate to the contributed Adjusted Property in a manner that is consistent with the purpose of this Section 6.1(d)(xiv)(D).

(xiv) *Special Curative Allocation in Event of Liquidation Prior to Conversion of the Last Outstanding Subordinated Unit.* Notwithstanding any other provision of this Section 6.1 (other than the Required Allocations), if (A) the Liquidation Date occurs prior to the conversion of the last Outstanding Subordinated Unit and (B) after having made all other allocations provided for in this Section 6.1 for the taxable period in which the Liquidation Date occurs, the Capital Account in respect of each Common Unit does not equal the amount such Capital Account would have been if Section 6.1(c)(iii) and Section 6.1(c)(iv) had not been part of this Agreement and all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable, then items of income, gain, loss and deduction for such taxable period shall be reallocated among all Unitholders in a manner determined appropriate by the General Partner so as to cause, to the maximum extent possible, the Capital Account in respect of each Common Unit to equal the amount such Capital Account would have been if all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable. For the avoidance of doubt, the reallocation of items set forth in the immediately preceding sentence provides that, to the extent necessary to achieve the Capital Account balances described above, (x) items of income and gain that would otherwise be included in Net Income or Net Loss, as the case may be, for the taxable period in which the Liquidation Date occurs shall be reallocated from the Unitholders holding Subordinated Units to Unitholders holding Common Units and (y) items of deduction and loss that would otherwise be included in Net Income or Net Loss, as the case may be, for the taxable period in which the Liquidation Date occurs shall be reallocated from Unitholders holding Common Units to the Unitholders holding Subordinated Units. In the event that (1) the Liquidation Date occurs on or before the date (not including any extension of time prescribed by law) for the filing of the Partnership’s federal income tax return for the taxable period immediately prior to the taxable period in which the Liquidation Date occurs and (2) the reallocation of items for

the taxable period in which the Liquidation Date occurs as set forth above in this Section 6.1(d)(xiv) fails to achieve the Capital Account balances described above, items of income, gain, loss and deduction that would otherwise be included in the Net Income or Net Loss, as the case may be, for such prior taxable period shall be reallocated among all Unitholders in a manner that will, to the maximum extent possible and after taking into account all other allocations made pursuant to this Section 6.1(d)(xiv), cause the Capital Account in respect of each Common Unit to equal the amount such Capital Account would have been if all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable.

Section 6.2 *Allocations for Tax Purposes.*

(a) Except as otherwise provided herein, for U.S. federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item of “book” income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for U.S. federal income tax purposes among the Partners in the manner provided under Section 704(c) of the Code, and the Treasury Regulations promulgated under Section 704(b) and 704(c) of the Code, as determined appropriate by the General Partner (taking into account the General Partner’s discretion under Section 6.1(d)(x)(D)); *provided*, that in all events, the General Partner shall apply the “remedial allocation method” in accordance with the principles of Treasury Regulation Section 1.704-3(d).

(c) The General Partner may determine to depreciate or amortize the portion of an adjustment under Section 743(b) of the Code attributable to unrealized appreciation in any Adjusted Property (to the extent of the unamortized Book-Tax Disparity) using a predetermined rate derived from the depreciation or amortization method and useful life applied to the unamortized Book-Tax Disparity of such property, despite any inconsistency of such approach with Treasury Regulation Section 1.167(c)-1(a)(6) or any successor regulations thereto. If the General Partner determines that such reporting position cannot reasonably be taken, the General Partner may adopt depreciation and amortization conventions under which all purchasers acquiring Limited Partner Interests in the same month would receive depreciation and amortization deductions, based upon the same applicable rate as if they had purchased a direct interest in the Partnership’s property. If the General Partner chooses not to utilize such aggregate method, the General Partner may use any other depreciation and amortization conventions to preserve the uniformity of the intrinsic tax characteristics of any Limited Partner Interests, so long as such conventions would not have a material adverse effect on the Limited Partners or the Record Holders of any class or classes of Limited Partner Interests.

(d) In accordance with Treasury Regulation Sections 1.1245-1(e) and 1.1250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership

asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 6.2, be characterized as Recapture Income in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(e) All items of income, gain, loss, deduction and credit recognized by the Partnership for U.S. federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; *provided, however*, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(f) Each item of Partnership income, gain, loss and deduction shall, for U.S. federal income tax purposes, be determined for each taxable period and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the National Securities Exchange on which Partnership Interests are listed or admitted to trading on the first Business Day of each month; *provided, however*, such items for the period beginning on the Closing Date and ending on the last day of the month in which the Over-Allotment Option is exercised in full or the expiration of the Over-Allotment Option occurs shall be allocated to the Partners as of the opening of the National Securities Exchange on which Partnership Interests are listed or admitted to trading on the first Business Day of the next succeeding month; and *provided, further*, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income, gain, loss or deduction as determined by the General Partner, shall be allocated to the Partners as of the opening of the National Securities Exchange on which Partnership Interests are listed or admitted to trading on the first Business Day of the month in which such item is recognized for federal income tax purposes. The General Partner may revise, alter or otherwise modify such methods of allocation to the extent permitted or required by Section 706 of the Code and the regulations or rulings promulgated thereunder.

(g) Allocations that would otherwise be made to a Limited Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Limited Partner Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method determined by the General Partner.

Section 6.3 *Distributions; Characterization of Distributions; Distributions to Record Holders.*

(a) The General Partner may adopt a cash distribution policy, which it may change from time to time without amendment to this Agreement. Distributions will be made as and when declared by the General Partner.

(b) All amounts of cash and cash equivalents distributed by the Partnership on any date from any source shall be deemed to be Operating Surplus until the sum of all amounts of

cash and cash equivalents theretofore distributed by the Partnership to the Partners pursuant to Section 6.4 equals the Operating Surplus from the Closing Date through the close of the immediately preceding Quarter. Any remaining amounts of cash and cash equivalents distributed by the Partnership on such date shall, except as otherwise provided in Section 6.5, be deemed to be "*Capital Surplus*." All distributions required to be made under this Agreement or otherwise made by the Partnership shall be made subject to Sections 17-607 and 17-804 of the Delaware Act.

(c) Notwithstanding Section 6.3(b), in the event of the dissolution and liquidation of the Partnership, all Partnership assets shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 12.4.

(d) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through any Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

Section 6.4 *Distributions from Operating Surplus.*

(a) *During Subordination Period.* Cash and cash equivalents distributed in respect of any Quarter wholly within the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or 6.5 shall be distributed as follows:

(i) First, to all Unitholders holding Common Units, Pro Rata, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, to all Unitholders holding Common Units, Pro Rata, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage existing with respect to such Quarter;

(iii) Third, to all Unitholders holding Subordinated Units, Pro Rata, until there has been distributed in respect of each Subordinated Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(iv) Fourth, to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(v) Fifth, (A) 15% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 85% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

56

(vi) Sixth, (A) 25% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 75% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(vii) Thereafter, 50% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 50% to all Unitholders, Pro Rata;

provided, however, if the Target Distributions have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of cash and cash equivalents that are deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(a)(vii).

(b) *After Subordination Period.* Cash and cash equivalents distributed in respect of any Quarter ending after the Subordination Period has ended that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or Section 6.5 shall be distributed as follows:

(i) First, to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(iii) Third, (A) 15% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 85% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(iv) Fourth, (A) 25% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 75% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(v) Thereafter, (A) 50% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 50% to all Unitholders, Pro Rata;

provided, however, if the Target Distributions have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of cash or cash equivalents that are deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(b)(v).

57

Section 6.5 *Distributions from Capital Surplus.* Cash and cash equivalents that are distributed and deemed to be Capital Surplus pursuant to the provisions of Section 6.3(a) shall be distributed, unless the provisions of Section 6.3 require otherwise:

(a) First, 100% to the Unitholders, Pro Rata, until the Minimum Quarterly Distribution has been reduced to zero pursuant to the second sentence of Section 6.6(a);

(b) Second, 100% to all Unitholders holding Common Units, Pro Rata, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage; and

(c) Thereafter, all cash and cash equivalents that are distributed shall be distributed as if it were Operating Surplus and shall be distributed in accordance with Section 6.4.

Section 6.6 *Adjustment of Target Distribution Levels.*

(a) The Target Distributions, Common Unit Arrearages and Cumulative Common Unit Arrearages shall be proportionately adjusted in the event of any distribution, combination or subdivision (whether effected by a distribution payable in Units or otherwise) of Units or other Partnership Interests. In the event of a distribution of cash or cash equivalents that is deemed to be from Capital Surplus, the then applicable Target Distributions shall be reduced in the same proportion that the distribution had to the fair market value of the Common Units immediately prior to the announcement of the distribution. If the Common Units are publicly traded on a National Securities Exchange, the fair market value will be the Current Market Price before the ex-dividend date. If the Common Units are not

publicly traded, the fair market value will be determined by the Board of Directors.

- (b) The Target Distributions shall also be subject to adjustment pursuant to Section 5.10 and Section 6.9.

Section 6.7 *Special Provisions Relating to the Holders of Subordinated Units.*

(a) Except with respect to the right to vote on or approve matters requiring the vote or approval of a percentage of the holders of Outstanding Common Units and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units, the holder of a Subordinated Unit shall have all of the rights and obligations of a Unitholder holding Common Units hereunder; *provided, however*, that immediately upon the conversion of Subordinated Units into Common Units pursuant to Section 5.6, the Unitholder holding Subordinated Units shall possess all of the rights and obligations of a Unitholder holding Common Units hereunder with respect to such converted Subordinated Units, including the right to vote as a Common Unitholder and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units; *provided, however*, that such converted Subordinated Units shall remain subject to the provisions of Section 5.4(c)(ii), Section 6.1(d)(x), and Section 6.7(b) and (c).

58

(b) A Unitholder shall not be permitted to transfer a Subordinated Unit or a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.6 (other than a transfer to an Affiliate) if the remaining balance in the transferring Unitholder's Capital Account with respect to the retained Subordinated Units or retained converted Subordinated Units would be negative after giving effect to the allocation under Section 5.4(c)(ii)(B).

(c) The Unitholder holding a Common Unit that has resulted from the conversion of a Subordinated Unit pursuant to Section 5.6 shall not be permitted to transfer such Common Unit to a Person that is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that each such Common Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics, in all material respects, to the intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.7(c), the General Partner may take whatever steps are required to provide economic uniformity to such Common Units in preparation for a transfer of such Common Units, including the application of Sections 5.4(c)(ii) and 6.1(d)(x); *provided, however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units.

Section 6.8 *Special Provisions Relating to the Holders of IDR Reset Common Units.*

(a) A Unitholder shall not be permitted to transfer an IDR Reset Common Unit (other than a transfer to an Affiliate) if the remaining balance in the transferring Unitholder's Capital Account with respect to the retained IDR Reset Common Units would be negative after giving effect to the allocation under Section 5.4(c)(iii).

(b) A Unitholder holding an IDR Reset Common Unit shall not be permitted to transfer such Common Unit to a Person that is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that upon transfer each such Common Unit should have, as a substantive matter, like intrinsic economic and U.S. federal income tax characteristics to the transferee, in all material respects, to the intrinsic economic and U.S. federal income tax characteristics of an Initial Common Unit to such transferee. In connection with the condition imposed by this Section 6.8(b), the General Partner may apply Sections 5.4(c)(iii), 6.1(d)(x) and 6.8(a) or, to the extent not resulting in a material adverse effect on the Unitholders holding Common Units, take whatever steps are required to provide economic uniformity to such Common Units in preparation for a transfer of such IDR Reset Common Units.

Section 6.9 *Entity-Level Taxation.* If legislation is enacted or the official interpretation of existing legislation is modified by a governmental authority, which after giving effect to such enactment or modification, results in a Group Member becoming subject to federal, state or local or non-U.S. income or withholding taxes in excess of the amount of such taxes due from the Group Member prior to such enactment or modification (including, for the avoidance of doubt, any increase in the rate of such taxation applicable to the Group Member), then the General Partner may, in its sole discretion, reduce the Target Distributions by the

59

amount of income or withholding taxes that are payable by reason of any such new legislation or interpretation (the "**Incremental Income Taxes**"), or any portion thereof selected by the General Partner, in the manner provided in this Section 6.9. If the General Partner elects to reduce the Target Distributions for any Quarter with respect to all or a portion of any Incremental Income Taxes, the General Partner shall estimate for such Quarter the Partnership Group's aggregate liability (the "**Estimated Incremental Quarterly Tax Amount**") for all (or the relevant portion of) such Incremental Income Taxes; *provided* that any difference between such estimate and the actual liability for Incremental Income Taxes (or the relevant portion thereof) for such Quarter may, to the extent determined by the General Partner, be taken into account in determining the Estimated Incremental Quarterly Tax Amount with respect to each Quarter in which any such difference can be determined. For each such Quarter, the Target Distributions, shall be the product obtained by multiplying (a) the amounts therefor that are set out herein prior to the application of this Section 6.9 times (b) the quotient obtained by dividing (i) cash and cash equivalents with respect to such Quarter by (ii) the sum of cash and cash equivalents with respect to such Quarter and the Estimated Incremental Quarterly Tax Amount for such Quarter, as determined by the General Partner. For purposes of the foregoing, cash and cash equivalents with respect to a Quarter will be deemed reduced by the Estimated Incremental Quarterly Tax Amount for that Quarter.

MANAGEMENT AND OPERATION OF BUSINESS

Section 7.1 *Management.*

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, but without limitation on the ability of the General Partner to delegate its rights and power to other Persons, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no other Partner shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 7.4, shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible or exchangeable into Partnership Interests, and the incurring of any other obligations;

60

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or other combination of the Partnership with or into another Person (the matters described in this clause (iii) being subject, however, to any prior approval that may be required by Section 7.4 or Article XIV);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group; the lending of funds to other Persons (including other Group Members); the repayment or guarantee of obligations of any Group Member; and the making of capital contributions to any Group Member;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than its interest in the Partnership, even if the same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of cash or cash equivalents by the Partnership;

(vii) the selection, employment, retention and dismissal of employees (including employees having titles such as "president," "vice president," "secretary" and "treasurer") and agents, outside attorneys, accountants, consultants and contractors of the General Partner or the Partnership Group and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any limited or general partnerships, joint ventures, corporations, limited liability companies or other Persons (including the acquisition of interests in, and the contributions of property to, any Group Member from time to time);

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;

61

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entrance into listing agreements with any National Securities Exchange and the delisting of some or all of the Limited Partner Interests from, or requesting that trading be suspended on, any such exchange;

(xiii) the purchase, sale or other acquisition or disposition of Partnership Interests, or the issuance of Derivative Instruments;

(xiv) the undertaking of any action in connection with the Partnership's participation in the management of any Group Member; and

(xv) the entrance into agreements with any of its Affiliates, including agreements to render services to a Group Member or to itself in the discharge of its duties as General Partner of the Partnership.

(b) Notwithstanding any other provision of this Agreement, any Group Member Agreement, the Delaware Act or any applicable law, rule or regulation, each of the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby (i) approves, ratifies and confirms the execution, delivery and performance by the parties thereto of this Agreement, the Underwriting Agreement, the Contribution Agreement and the other agreements described in or filed as exhibits to the Registration Statement that are related to the transactions contemplated by the Registration Statement (in the case of each agreement other than this Agreement, without giving effect to any amendments, supplements or restatements after the date hereof); (ii) agrees that the General Partner (on its own behalf or on behalf of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the Registration Statement on behalf of the Partnership without any further act, approval or vote of the Partners, the other Persons who may acquire an interest in Partnership Interests or are otherwise bound by this Agreement; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them of this Agreement or any agreement authorized or permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded pursuant to Article XV) shall not constitute a breach by the General Partner of any duty that the General Partner may owe the Partnership or the Partners or any other Persons under this Agreement (or any other agreements) or of any duty existing at law, in equity or otherwise.

Section 7.2 *Replacement of Fiduciary Duties.* Notwithstanding any other provision of this Agreement, to the extent that, at law or in equity, the General Partner or any other Indemnitee would have duties (including fiduciary duties) to the Partnership, to another Partner, to any Person who acquires an interest in a Partnership Interest or to any other Person bound by this Agreement, all such duties (including fiduciary duties) are hereby eliminated, to the fullest

62

extent permitted by law, and replaced with the duties expressly set forth herein. The elimination of duties (including fiduciary duties) and replacement thereof with the duties expressly set forth herein are approved by the Partnership, each of the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement.

Section 7.3 *Certificate of Limited Partnership.* The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.4(a), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Partner.

Section 7.4 *Restrictions on the General Partner's Authority.* Except as provided in Article XII and Article XIV, the General Partner may not sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions without the approval of a Unit Majority; *provided, however*, that this provision shall not preclude or limit the General Partner's ability to mortgage, pledge, hypothecate or grant a security interest in all or substantially all of the assets of the Partnership Group and shall not apply to any sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance.

Section 7.5 *Reimbursement of the General Partner.*

(a) The General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine, for (i) all direct and indirect expenses it incurs or payments it makes on behalf of the Partnership Group (including salary, bonus, incentive compensation and other amounts paid to any Person (including Affiliates of the General Partner) to perform services for the Partnership Group or for the General Partner in the discharge of its duties to the Partnership Group), and (ii) all other expenses allocable to the Partnership Group or otherwise incurred by the General Partner in connection with operating the Partnership Group's business (including expenses allocated to the General Partner by its Affiliates). The General Partner shall determine the expenses that are allocable to the Partnership Group. Reimbursements pursuant to this Section 7.5 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.7.

63

(b) The General Partner and its Affiliates may charge any member of the Partnership Group a management fee to the extent necessary to allow the Partnership Group to reduce the amount of any state franchise or income tax or any tax based upon the revenues or gross margin of any member of the Partnership Group if the tax benefit produced by the payment for such management fee of such management fee or fees exceeds the amount of such fee or fees.

(c) The General Partner, without the approval of the Limited Partners (who shall have no right to vote in respect thereof),

may propose and adopt on behalf of the Partnership benefit plans, programs and practices (including plans, programs and practices involving the issuance of Partnership Interests), or cause the Partnership to issue Partnership Interests in connection with, or pursuant to, any benefit plan, program or practice maintained or sponsored by the General Partner or any of its Affiliates, any Group Member or their Affiliates, or any of them, in each case for the benefit of employees, officers, consultants and directors of the General Partner or its Affiliates, in respect of services performed, directly or indirectly, for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Interests that the General Partner or such Affiliates are obligated to provide to any employees, officers, consultants and directors pursuant to any such benefit plans, programs or practices. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Interests purchased by the General Partner or such Affiliates, from the Partnership or otherwise, to fulfill awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.5(a). Any and all obligations of the General Partner under any benefit plans, programs or practices adopted by the General Partner as permitted by this Section 7.5(c) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner's General Partner Interest pursuant to Section 4.6.

Section 7.6 *Outside Activities.*

(a) The General Partner, for so long as it is the General Partner of the Partnership, shall not engage in any business or activity or incur any debts or liabilities except in connection with or incidental to (i) its performance as general partner or managing member, if any, of one or more Group Members or as described in or contemplated by the Registration Statement, (ii) the acquiring, owning or disposing of debt securities or equity interests in any Group Member or (iii) the direct or indirect provision of management, advisory, and administrative services to its Affiliates or to other Persons.

(b) Each Unrestricted Person (other than the General Partner) shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member. No such business interest or activity shall constitute a breach of this Agreement, any fiduciary or other duty existing at law, in equity or otherwise, or

obligation of any type whatsoever to the Partnership or other Group Member, to another Partner, to any Person who acquires an interest in a Partnership Interest or to any other Person bound by this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Unrestricted Person (including the General Partner). No Unrestricted Person (including the General Partner) who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Partnership, shall have any duty to communicate or offer such opportunity to any Group Member, and such Unrestricted Person (including the General Partner) shall not be liable to the Partnership or other Group Member, to another Partner, to any Person who acquires an interest in a Partnership Interest or to any other Person bound by this Agreement for breach of any fiduciary or other duty existing at law, in equity or otherwise by reason of the fact that such Unrestricted Person (including the General Partner) pursues or acquires such opportunity for itself, directs such opportunity to another Person or does not communicate such opportunity or information to any Group Member.

(d) The General Partner and each of its Affiliates may acquire Units or other Partnership Interests in addition to those acquired on the Closing Date and, except as otherwise expressly provided in Section 7.11, shall be entitled to exercise, at their option, all rights relating to all Units or other Partnership Interests acquired by them.

Section 7.7 *Indemnification.*

(a) To the fullest extent permitted by law, all Indemnitees shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities (joint or several), expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity; *provided*, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in Bad Faith or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Section 7.7 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.7(a) in appearing at, participating in or defending any claim, demand, action, suit or proceeding shall, from time to

time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.7.

(c) The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, pursuant to any vote of the holders of Outstanding Limited Partner Interests, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner, its Affiliates, the Indemnitees and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Partnership's activities or such Person's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.7, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.7(a); and action taken or omitted by an Indemnitee with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.7 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.8 *Limitation of Liability of Indemnitees.*

(a) Notwithstanding anything to the contrary set forth in this Agreement, any Group Member Agreement, or under the Delaware Act or any other law, rule or regulation or at equity, no Indemnitee shall be liable for monetary damages or otherwise to the Partnership, to another Partner, to any other Person who acquires an interest in a Partnership Interest or to any other Person bound by this Agreement, for losses sustained or liabilities incurred, of any kind or character, as a result of its or any of any other Indemnitee's determinations, act(s) or omission(s) in their capacities as Indemnitees; provided however, that an Indemnitee shall be liable for losses or liabilities sustained or incurred by the Partnership, the other Partners, any other Persons who acquire an interest in a Partnership Interest or any other Person bound by this Agreement, if it is determined by a final and non-appealable judgment entered by a court of competent jurisdiction that such losses or liabilities were the result of the conduct of that Indemnitee engaged in by it in Bad Faith or with respect to any criminal conduct, with the knowledge that its conduct was unlawful.

(b) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner if such appointment was not made in Bad Faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, to the Partners, to any Person who acquires an interest in a Partnership Interest or to any other Person bound by this Agreement, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable to the Partnership, to any Partner, to any Person who acquires an interest in a Partnership Interest or to any other Person bound by this Agreement for its reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.9 *Resolution of Conflicts of Interest; Standards of Conduct and Modification of Duties.*

(a) Whenever the General Partner, acting in its capacity as the general partner of the Partnership, or the Board of Directors or any committee of the Board of Directors (including the Conflicts Committee) or any Affiliates of the General Partner cause the General Partner to make a determination or take or omit to take any action in such capacity, whether or not under this Agreement, any Group Member Agreement or any other agreement contemplated hereby, then, unless another lesser standard is provided for in this Agreement, the General Partner, the Board of Directors, such committee or such Affiliates, shall not make such determination, or take or omit to take such action, in Bad Faith. The foregoing and other lesser standards provided for in this Agreement are the sole and exclusive standards governing any such determinations, actions and omissions of the General Partner, the Board of Directors, any committee of the Board of Directors (including the Conflicts Committee) and any Affiliate of the General Partner and no such Person shall be subject to any fiduciary duty or other duty or obligation, or any other, different or higher standard (all of which duties, obligations and standards are hereby waived and disclaimed), under this Agreement any Group Member Agreement or any other agreement contemplated hereby, or under the Delaware Act or any other law, rule or regulation or at equity. Any such determination, action or omission by the General Partner, the Board of Directors of the General Partner or any committee thereof (including the Conflicts Committee) or of any Affiliates of the General Partner, will for all purposes be presumed to have been in Good Faith. In any proceeding brought by or on behalf of the Partnership, any Limited Partner, or any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement, challenging such determination, act or omission, the Person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or omission was not in Good Faith.

(b) Whenever the General Partner makes a determination or takes or omits to take any action, or any of its Affiliates causes it to do so, not acting in its capacity as the general partner of the Partnership, whether or not under this Agreement, any Group Member Agreement or any other agreement contemplated hereby, then the General Partner, or such Affiliates causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or omit to take such action free of any fiduciary duty or duty of Good Faith, or other duty or obligation existing at law, in equity or otherwise whatsoever to the Partnership, to another Partner, to any Person who acquires an interest in a Partnership Interest or to any other Person bound by this Agreement, and the General Partner, or such Affiliates causing it to do so, shall not, to the fullest extent permitted by law, be required to act in Good Faith or pursuant to any fiduciary or other duty or standard imposed by this Agreement, any Group Member Agreement or any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity.

(c) For purposes of Sections 7.9(a) and (b) of this Agreement, “acting in its capacity as the general partner of the Partnership” means and is solely limited to, the General Partner exercising its authority as a general partner under this Agreement, other than when it is “acting in

its individual capacity.” For purposes of this Agreement, “acting in its individual capacity” means: (A) any action by the General Partner or its Affiliates other than through the exercise of the General Partner of its authority as a general partner under this Agreement; and (B) any action or inaction by the General Partner by the exercise (or failure to exercise) of its rights, powers or authority under this Agreement that are modified by: (i) the phrase “at the option of the General Partner,” (ii) the phrase “in its sole discretion” or “in its discretion” or (iii) some variation of the phrases set forth in clauses (i) and (ii). For the avoidance of doubt, whenever the General Partner votes, acquires Partnership Interests or transfers its Partnership Interests, or refrains from voting or transferring its Partnership Interests, it shall be and be deemed to be “acting in its individual capacity.”

(d) Whenever a potential conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Group Member or any Partner, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement on the other hand, the General Partner may in its discretion submit any resolution, course of action with respect to or causing such conflict of interest or transaction (i) for Special Approval or (ii) for approval by the vote of a majority of the Common Units (excluding Common Units owned by the General Partner or its Affiliates). If any resolution, course of action or transaction: (i) receives Special Approval; or (ii) receives approval of a majority of the Common Units (excluding Common Units owned by the General Partner or its Affiliates), then such resolution, course of action or transaction shall be conclusively deemed to be approved by the Partnership, all the Partners, each Person who acquires an interest in a Partnership Interest and each other Person who is bound by this Agreement, and shall not constitute a breach of this Agreement, of any Group Member Agreement, of any agreement contemplated herein or therein, or of any fiduciary or other duty or obligation existing at law, in equity or otherwise or obligation of any type whatsoever.

(e) Notwithstanding anything to the contrary in this Agreement, the General Partner and its Affiliates or any other Indemnitee shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership Group or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts or transactions shall be in its sole discretion.

(f) The Partners, and each Person who acquires an interest in a Partnership Interest or is otherwise bound by this Agreement hereby authorize the General Partner, on behalf of the Partnership as a partner or member of a Group Member, to approve actions by the general partner or managing member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.9.

(g) For the avoidance of doubt, whenever the Board of Directors, any committee of the Board of Directors (including the Conflicts Committee), the officers of the General Partner or any Affiliates of the General Partner make a determination on behalf of the General Partner, or

cause the General Partner to take or omit to take any action, whether in the General Partner's capacity as the General Partner or in its individual capacity, the standards of care applicable to the General Partner shall apply to such Persons, and such Persons shall be entitled to all benefits and rights of the General Partner hereunder, including waivers and modifications of duties, protections and presumptions, as if such Persons were the General Partner hereunder.

Section 7.10 *Other Matters Concerning the General Partner.*

(a) The General Partner may rely, and shall be protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted to be taken in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in Good Faith and in accordance with such advice or opinion.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its or the Partnership's duly authorized officers, a duly appointed attorney or attorneys-in-fact.

Section 7.11 *Purchase or Sale of Partnership Interests.* The General Partner may cause the Partnership to purchase or otherwise acquire Partnership Interests. As long as any Partnership Interests are held by any Group Member, such Partnership Interests shall not be entitled to any vote and shall not be considered to be Outstanding.

Section 7.12 *Registration Rights of the General Partner and its Affiliates.*

(a) If (i) the General Partner or any of its Affiliates (including for purposes of this Section 7.12, any Person that is an Affiliate of the General Partner at the date hereof notwithstanding that it may later cease to be an Affiliate of the General Partner) holds Partnership Interests that it desires to sell and (ii) Rule 144 of the Securities Act (or any successor rule or regulation to Rule 144) or another exemption from registration is not available to enable such holder of Partnership Interests (the "**Holder**") to dispose of the number of Partnership Interests it desires to sell at the time it desires to do so without registration under the Securities Act, then at the option and upon the request of the Holder, the Partnership shall file with the Commission as promptly as practicable after receiving such request, and use all commercially reasonable efforts to cause to become effective and remain effective for a period of not less than six months following its effective date or such shorter period as shall terminate when all Partnership Interests covered by such registration statement have been sold, a registration statement under the Securities Act registering the offering and sale of the number of

Partnership Interests specified by the Holder; *provided, however*, that the Partnership shall not be required to effect more than two registrations pursuant to this Section 7.12(a) in any twelve-month period; and *provided further, however*, that if the General Partner determines that a postponement of the requested registration would be in the best interests of the Partnership and its Partners due to a pending transaction, investigation or other event, the filing of such registration statement or the effectiveness thereof may be deferred for up to six months, but not thereafter. In connection with any registration pursuant to the immediately preceding sentence, the Partnership shall (i) promptly prepare and file (A) such documents as may be necessary to register or qualify the securities subject to such registration under the securities laws of such states as the Holder shall reasonably request; *provided, however*, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business as a foreign corporation or partnership doing business in such jurisdiction solely as a result of such registration, and (B) such documents as may be necessary to apply for listing or to list the Partnership Interests subject to such registration on such National Securities Exchange as the Holder shall reasonably request, and (ii) do any and all other acts and things that may be necessary or appropriate to enable the Holder to consummate a public sale of such Partnership Interests in such states. Except as set forth in Section 7.12(c), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(b) If the Partnership shall at any time propose to file a registration statement under the Securities Act for an offering of Partnership Interests for cash (other than an offering relating solely to a benefit plan), the Partnership shall use all commercially reasonable efforts to include such number or amount of Partnership Interests held by any Holder in such registration statement as the Holder shall request; *provided*, that the Partnership is not required to make any effort or take any action to so include the Partnership Interests of the Holder once the registration statement becomes or is declared effective by the Commission, including any registration statement providing for the offering from time to time of Partnership Interests pursuant to Rule 415 of the Securities Act. If the proposed offering pursuant to this Section 7.12(b) shall be an underwritten offering, then, in the event that the managing underwriter or managing underwriters of such offering advise the Partnership and the Holder that in their opinion the inclusion of all or some of the Holder's

Partnership Interests would adversely and materially affect the timing or success of the offering, the Partnership shall include in such offering only that number or amount, if any, of Partnership Interests held by the Holder that, in the opinion of the managing underwriter or managing underwriters, will not so adversely and materially affect the offering. Except as set forth in Section 7.12(c), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(c) If underwriters are engaged in connection with any registration referred to in this Section 7.12, the Partnership shall provide indemnification, representations, covenants, opinions and other assurance to the underwriters in form and substance reasonably satisfactory to such underwriters. Further, in addition to and not in limitation of the Partnership's obligation under

71

Section 7.7, the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless the Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "**Indemnified Persons**") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (hereinafter referred to in this Section 7.12(c) as a "claim" and in the plural as "claims") based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which any Partnership Interests were registered under the Securities Act or any state securities or Blue Sky laws, in any preliminary prospectus (if used prior to the effective date of such registration statement), or in any summary or final prospectus or issuer free writing prospectus or in any amendment or supplement thereto (if used during the period the Partnership is required to keep the registration statement current), or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein not misleading; *provided, however*, that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, such preliminary, summary or final prospectus or free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(d) The provisions of Section 7.12(a) and Section 7.12(b) shall continue to be applicable with respect to the General Partner (and any of the General Partner's Affiliates) after it ceases to be a general partner of the Partnership, during a period of two years subsequent to the effective date of such cessation and for so long thereafter as is required for the Holder to sell all of the Partnership Interests with respect to which it has requested during such two-year period inclusion in a registration statement otherwise filed or that a registration statement be filed; *provided, however*, that the Partnership shall not be required to file successive registration statements covering the same Partnership Interests for which registration was demanded during such two-year period. The provisions of Section 7.12(c) shall continue in effect thereafter.

(e) The rights to cause the Partnership to register Partnership Interests pursuant to this Section 7.12 may be assigned (but only with all related obligations) by a Holder to a transferee or assignee of such Partnership Interests, *provided* (i) the Partnership is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the Partnership Interests with respect to which such registration rights are being assigned; and (ii) such transferee or assignee agrees in writing to be bound by and subject to the terms set forth in this Section 7.12.

72

(f) Any request to register Partnership Interests pursuant to this Section 7.12 shall (i) specify the Partnership Interests intended to be offered and sold by the Person making the request, (ii) express such Person's present intent to offer such Partnership Interests for distribution, (iii) describe the nature or method of the proposed offer and sale of Partnership Interests, and (iv) contain the undertaking of such Person to provide all such information and materials and take all action as may be required in order to permit the Partnership to comply with all applicable requirements in connection with the registration of such Partnership Interests.

Section 7.13 *Reliance by Third Parties.* Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner and any officer of the General Partner authorized by the General Partner to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner or any such officer as if it were the Partnership's sole party in interest, both legally and beneficially. Each Limited Partner, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available to such Person or Partner to contest, negate or disaffirm any action of the General Partner or any such officer in connection with any such dealing. In no event shall any Person dealing with the General Partner or any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

ARTICLE VIII

BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1 *Records and Accounting.* The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including all books and records necessary to provide to the Limited Partners any information required to be provided pursuant to Section 3.4(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including the record of the Record Holders of Units or other Partnership Interests, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, magnetic tape, photographs, micrographics or any other information storage

73

device; *provided*, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP. The Partnership shall not be required to keep books maintained on a cash basis and the General Partner shall be permitted to calculate cash-based measures, including Operating Surplus and Adjusted Operating Surplus, by making such adjustments to its accrual basis books to account for non-cash items and other adjustments as the General Partner determines to be necessary or appropriate.

Section 8.2 *Fiscal Year.* The fiscal year of the Partnership shall be a fiscal year ending December 31.

Section 8.3 *Reports.*

(a) As soon as practicable, but in no event later than 105 days after the close of each fiscal year of the Partnership, the General Partner shall cause to be mailed or made available, by any reasonable means, to each Record Holder of a Unit or other Partnership Interest as of a date selected by the General Partner, an annual report containing financial statements of the Partnership for such fiscal year of the Partnership, presented in accordance with U.S. GAAP, including a balance sheet and statements of operations, Partnership equity and cash flows, such statements to be audited by a firm of independent public accountants selected by the General Partner, and such other information as may be required by applicable law, regulation or rule of any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

(b) As soon as practicable, but in no event later than 50 days after the close of each Quarter except the last Quarter of each fiscal year, the General Partner shall cause to be mailed or made available, by any reasonable means to each Record Holder of a Unit or other Partnership Interest, as of a date selected by the General Partner, a report containing unaudited financial statements of the Partnership and such other information as may be required by applicable law, regulation or rule of any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

(c) The General Partner shall be deemed to have made a report available to each Record Holder as required by this Section 8.3 if it has either (i) filed such report with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such report is publicly available on such system or (ii) made such report available on any publicly available website maintained by the Partnership.

74

ARTICLE IX

TAX MATTERS

Section 9.1 *Tax Returns and Information.* The Partnership shall timely file all returns of the Partnership that are required for federal, state and local income tax purposes on the basis of the accrual method and the taxable period or year that it is required by law to adopt, from time to time, as determined by the General Partner. If the Partnership is required to use a taxable period other than a year ending on December 31, the General Partner shall use reasonable efforts to change the taxable period of the Partnership to a year ending on December 31. The tax information reasonably required by Record Holders for federal, state and local income tax reporting purposes with respect to a taxable period shall be furnished to them within 90 days of the close of the calendar year in which the Partnership's taxable period ends. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for U.S. federal income tax purposes.

Section 9.2 *Tax Elections.*

(a) The Partnership shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Limited Partners. Notwithstanding any other provision herein contained, for the purposes of computing the adjustments under Section 743(b) of the Code, the General Partner shall be authorized (but not required) to adopt a convention whereby the price paid by a transferee of a Limited Partner Interest will be deemed to be the lowest Closing Price of the Limited Partner Interests on any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading during the calendar month in which such transfer is deemed to occur pursuant to Section 6.2(f) without regard to the actual price paid by such transferee.

(b) Except as otherwise provided herein, the General Partner shall determine whether the Partnership should make any other elections permitted by the Code.

Section 9.3 *Tax Controversies.* Subject to the provisions hereof, the General Partner is designated as the Tax Matters Partner (as defined in the Code) and is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Partner and to do or refrain from doing any or all things reasonably required by the General Partner to conduct such proceedings.

75

Section 9.4 *Withholding; Tax Payments.*

(a) The General Partner may treat taxes paid by the Partnership on behalf of, all or less than all of the Partners, either as a distribution of cash to such Partners or as a general expense of the Partnership, as determined appropriate under the circumstances by the General Partner.

(b) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income or from a distribution to any Partner (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 6.3 in the amount of such withholding from such Partner.

ARTICLE X

ADMISSION OF PARTNERS

Section 10.1 *Admission of Limited Partners.*

(a) By acceptance of the transfer of any Limited Partner Interests in accordance with Article IV or the acceptance of any Limited Partner Interests issued pursuant to Article V or pursuant to a merger or consolidation or conversion pursuant to Article XIV, and except as provided in Section 4.8, each transferee of, or other such Person acquiring, a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred or issued to such Person when any such transfer or issuance is reflected in the books and records of the Partnership and such Limited Partner becomes the Record Holder of the Limited Partner Interests so transferred or issued, (ii) shall become bound, and shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) represents that the transferee or other recipient has the capacity, power and authority to enter into this Agreement and (iv) makes the consents, acknowledgements and waivers contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement. A Person may become a Limited Partner or Record Holder of a Limited Partner Interest without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest and until such Person is reflected in the books and records of the Partnership as the Record Holder of such Limited Partner Interest. The rights and obligations of a Person who is an Ineligible Holder shall be determined in accordance with Section 4.8.

76

(b) The name and mailing address of each Record Holder shall be listed on the books and records of the Partnership maintained for such purpose by the Partnership or the Transfer Agent. The General Partner shall update the books and records of the Partnership from time to time as necessary to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable).

(c) Any transfer of a Limited Partner Interest shall not entitle the transferee to share in the profits and losses, to receive distributions, to receive allocations of income, gain, loss, deduction or credit or any similar item or to any other rights to which the transferor was entitled until the transferee becomes a Limited Partner pursuant to Section 10.1(a).

Section 10.2 *Admission of Successor General Partner.* A successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner Interest pursuant to Section 4.6 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective immediately prior to the withdrawal or removal of the predecessor or transferring General Partner, pursuant to Section 11.1 or 11.2 or the transfer of the General Partner Interest pursuant to Section 4.6, *provided, however*, that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.6 has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor shall, subject to the terms hereof, carry on the business of the members of the Partnership Group without dissolution.

Section 10.3 *Amendment of Agreement and Certificate of Limited Partnership.* To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary or appropriate under the Delaware Act to amend the records of the

Partnership to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership.

ARTICLE XI

WITHDRAWAL OR REMOVAL OF PARTNERS

Section 11.1 *Withdrawal of the General Partner.*

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an “*Event of Withdrawal*”);

(i) The General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

77

(ii) The General Partner transfers all of its General Partner Interest pursuant to Section 4.6;

(iii) The General Partner is removed pursuant to Section 11.2;

(iv) The General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A)-(C) of this Section 11.1(a)(iv); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(v) A final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(vi) (A) if the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) if the General Partner is a partnership or a limited liability company, the dissolution and commencement of winding up of the General Partner; (C) if the General Partner is acting in such capacity by virtue of being a trustee of a trust, the termination of the trust; (D) if the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise upon the termination of the General Partner.

If an Event of Withdrawal specified in Section 11.1(a)(iv), (v) or (vi)(A), (B), (C) or (E) occurs, the withdrawing General Partner shall give notice to the Limited Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the following circumstances: (i) at any time, the General Partner voluntarily withdraws by giving at least 90 days’ advance notice of its intention to withdraw to the Limited Partners, such withdrawal to take effect on the date specified in such notice or (ii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii) or is removed pursuant to Section 11.2. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner or managing member, if any, to the extent applicable, of the other Group Members. If the General Partner gives a notice of withdrawal pursuant to Section 11.1(a)(i), a Unit Majority may, prior to

78

the effective date of such withdrawal, elect a successor General Partner. The Person so elected as successor General Partner shall automatically become the successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member, and is hereby authorized to, and shall, continue the business of the Partnership, and, to the extent applicable, the other Group Members, without dissolution. If, prior to the effective date of the General Partner’s withdrawal pursuant to Section 11.1(a)(i), a successor is not selected by the Unitholders as provided herein or the Partnership does not receive an Opinion of Counsel (“*Withdrawal Opinion of Counsel*”) that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed), the Partnership shall be dissolved in accordance with Section 12.1 unless the business of the Partnership is continued pursuant to Section 12.2. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.2.

Section 11.2 *Removal of the General Partner.* The General Partner may not be removed unless the removal is for Cause and such removal is approved by the Unitholders holding at least 66 2/3% of the Outstanding Units (including Units held by the General Partner and its Affiliates) voting as a single class. Any such action by such holders for removal of the General Partner must also provide for the election of a successor General Partner by the Unitholders holding a majority of the Outstanding Common Units, voting as a class,

and a majority of the Outstanding Subordinated Units, voting as a class (including, in each case, Units held by the General Partner and its Affiliates). Such removal shall be effective immediately following the admission of a successor General Partner pursuant to Section 10.2. The removal of the General Partner shall also automatically constitute the removal of the General Partner as general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If a Person is elected as a successor General Partner in accordance with the terms of this Section 11.2, such Person shall, upon admission pursuant to Section 10.2, automatically become a successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. The right of the holders of Outstanding Units to remove the General Partner shall not exist or be exercised unless the Partnership has received an opinion opining as to the matters covered by a Withdrawal Opinion of Counsel. Any successor General Partner elected in accordance with the terms of this Section 11.2 shall be subject to the provisions of Section 10.2.

Section 11.3 *Interest of Departing General Partner and Successor General Partner.*

(a) In the event of the removal or withdrawal of the General Partner under circumstances where such withdrawal does not violate this Agreement, if the successor General Partner is elected in accordance with the terms of Section 11.1, the Departing General Partner shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner, to require its successor to purchase its General Partner Interest and its

79

or its Affiliates' general partner interest (or equivalent interest), if any, in the other Group Members and all of its or its Affiliates' Incentive Distribution Rights (collectively, the "**Combined Interest**") in exchange for an amount in cash equal to the fair market value of such Combined Interest, such amount to be determined and payable as of the effective date of its withdrawal or removal. If the General Partner is removed by the Unitholders or if the General Partner withdraws under circumstances where such withdrawal violates this Agreement, and if a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner), such successor shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner (or, in the event the business of the Partnership is continued, prior to the date the business of the Partnership is continued), to purchase the Combined Interest for such fair market value of such Combined Interest. In either event, the Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant to Section 7.5, including any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (other than any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of the Combined Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's withdrawal or removal, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such withdrawal or removal, then the Departing General Partner shall designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the Combined Interest. In making its determination, such third independent investment banking firm or other independent expert may consider the value of the Units, including the then current trading price of Units on any National Securities Exchange on which Units are then listed or admitted to trading, the value of the Partnership's assets, the rights and obligations of the Departing General Partner, the value of the Incentive Distribution Rights and the General Partner Interest and other factors it may deem relevant.

(b) If the Combined Interest is not purchased in the manner set forth in Section 11.3(a), the Departing General Partner (and its Affiliates, if applicable) shall become a Limited Partner and the Combined Interest shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a), without reduction in such Partnership Interest (but subject to proportionate dilution by

80

reason of the admission of its successor). Any successor General Partner shall indemnify the Departing General Partner as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner becomes a Limited Partner. For purposes of this Agreement, conversion of the Combined Interest to Common Units will be characterized as if the Departing General Partner (and its Affiliates, if applicable) contributed the Combined Interest to the Partnership in exchange for the newly issued Common Units.

(c) If a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner) and the option described in Section 11.3(a) is not exercised by the party entitled to do so, the successor General Partner shall, at the effective date of its admission to the Partnership, contribute to the Partnership cash in the amount equal to the product of (x) the quotient obtained by dividing (A) the Percentage Interest of the General Partner Interest of the Departing General Partner by (B) a percentage equal to 100% less the Percentage Interest of the General Partner Interest of the Departing General Partner and (y) the Net Agreed Value of the Partnership's assets on such date. In such event, such successor General Partner shall, subject to the following sentence, be entitled to its Percentage Interest of all Partnership allocations and distributions to which the Departing General Partner was entitled. In addition, the

successor General Partner shall cause this Agreement to be amended to reflect that, from and after the date of such successor General Partner's admission, the successor General Partner's interest in all Partnership distributions and allocations shall be its Percentage Interest.

Section 11.4 *Withdrawal of Limited Partners.* No Limited Partner shall have any right to withdraw from the Partnership; *provided, however,* that when a transferee of a Limited Partner's Limited Partner Interest becomes a Record Holder of the Limited Partner Interest so transferred, such transferring Limited Partner shall cease to be a Limited Partner with respect to the Limited Partner Interest so transferred.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

Section 12.1 *Dissolution.* The Partnership shall not be dissolved by the admission of additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the removal or withdrawal of the General Partner, if a successor General Partner is elected pursuant to Section 11.1, Section 11.2 or Section 12.2, the Partnership shall not be dissolved and such successor General Partner is hereby authorized to, and shall, continue the business of the Partnership. Subject to Section 12.2, the Partnership shall dissolve, and its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and such successor is admitted to the Partnership pursuant to this Agreement;

81

(b) an election to dissolve the Partnership by the General Partner that is approved by a Unit Majority;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Act.

Section 12.2 *Continuation of the Business of the Partnership After Dissolution.* Upon (a) an Event of Withdrawal caused by the withdrawal or removal of the General Partner as provided in Section 11.1(a)(i) or (iii) and the failure of the Partners to select a successor to such Departing General Partner pursuant to Section 11.1 or Section 11.2, then within 90 days thereafter, or (b) an event constituting an Event of Withdrawal as defined in Section 11.1(a)(iv), (v) or (vi), then, to the maximum extent permitted by law, within 180 days thereafter, a Unit Majority may elect to continue the business of the Partnership on the same terms and conditions set forth in this Agreement by appointing as a successor General Partner a Person approved by a Unit Majority. Unless such an election is made within the applicable time period as set forth above, the Partnership shall conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless earlier dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement;

provided, that the right of a Unit Majority to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel that (x) the exercise of the right would not result in the loss of limited liability under the Delaware Act of any Limited Partner and (y) neither the Partnership nor any Group Member would be treated as an association taxable as a corporation or otherwise be taxable as an entity for U.S. federal income tax purposes upon the exercise of such right to continue (to the extent not already so treated or taxed).

Section 12.3 *Liquidator.* Upon dissolution of the Partnership, unless the business of the Partnership is continued pursuant to Section 12.2, the General Partner shall select one or more Persons to act as Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of a majority of the

82

Outstanding Common Units and Subordinated Units, voting as a single class. The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of a majority of the Outstanding Common Units and Subordinated Units, voting as a single class. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by holders of a majority of the Outstanding Common Units and Subordinated Units, voting as a single class. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article XII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this

Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitation on sale set forth in Section 7.4) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 12.4 *Liquidation.* The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Delaware Act and the following:

(a) The assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 12.4(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VI. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be distributed as additional liquidation proceeds.

(c) All property and all cash in excess of that required to discharge liabilities as provided in Section 12.4(b) shall be distributed to the Partners in accordance with, and to the

83

extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 12.4(c)) for the taxable period of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(g)), and such distribution shall be made by the end of such taxable period (or, if later, within 90 days after said date of such occurrence).

Section 12.5 *Cancellation of Certificate of Limited Partnership.* Upon the completion of the distribution of Partnership cash and property as provided in Section 12.4 in connection with the liquidation of the Partnership, the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 12.6 *Return of Contributions.* The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, the return of the Capital Contributions of the Limited Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

Section 12.7 *Waiver of Partition.* To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

Section 12.8 *Capital Account Restoration.* No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership. The General Partner shall be obligated to restore any negative balance in its Capital Account upon liquidation of its interest in the Partnership by the end of the taxable period of the Partnership during which such liquidation occurs, or, if later, within 90 days after the date of such liquidation.

ARTICLE XIII

AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

Section 13.1 *Amendments to be Adopted Solely by the General Partner.* Each Partner agrees that the General Partner, without the approval of any Partner, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

84

(b) admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines to be necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or

to ensure that the Group Members will not be treated as associations taxable as corporations or otherwise taxed as entities for U.S. federal income tax purposes;

(d) a change that the General Partner determines (i) does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect, (ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act) or (B) facilitate the trading of the Units (including the division of any class or classes of Outstanding Units into different classes to facilitate uniformity of tax consequences within such classes of Units) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are or will be listed or admitted to trading, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.8 or (iv) is required to effect the intent expressed in the Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(e) a change in the fiscal year or taxable period of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change in the fiscal year or taxable period of the Partnership including, if the General Partner shall so determine, a change in the definition of "Quarter" and the dates on which distributions are to be made by the Partnership;

(f) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or its directors, officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(g) an amendment that the General Partner determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Interests and Derivative Instruments pursuant to Section 5.5;

(h) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

85

(i) an amendment effected, necessitated or contemplated by a Merger Agreement approved in accordance with Section 14.3;

(j) an amendment that the General Partner determines to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4 or Section 7.1(a);

(k) a merger, conveyance or conversion pursuant to Section 14.3(d); or

(l) any other amendments substantially similar to the foregoing.

Section 13.2 *Amendment Procedures.* Amendments to this Agreement may be proposed only by the General Partner. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve any amendment to this Agreement and may decline to do so in its sole discretion. An amendment shall be effective upon its approval by the General Partner and, except as otherwise provided by Section 13.1 or 13.3, a Unit Majority, unless a greater or different percentage is required under this Agreement or by Delaware law. Each proposed amendment that requires the approval of the holders of a specified percentage of Outstanding Units shall be set forth in a writing that contains the text of the proposed amendment. If such an amendment is proposed, the General Partner shall seek the written approval of the requisite percentage of Outstanding Units or call a meeting of the Unitholders to consider and vote on such proposed amendment. The General Partner shall notify all Record Holders upon final adoption of any amendments. The General Partner shall be deemed to have notified all Record Holders as required by this Section 13.2 if it has either (a) filed such amendment with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such amendment is publicly available on such system or (b) made such amendment available on any publicly available website maintained by the Partnership.

Section 13.3 *Amendment Requirements.*

(a) Notwithstanding the provisions of Section 13.1 (other than Section 13.1(d)(iv)) and Section 13.2, no provision of this Agreement (other than Section 11.2 or Section 13.4) that establishes a percentage of Outstanding Units (including Units deemed owned by the General Partner) or requires a vote or approval of Partners (or a subset of Partners) holding a specified Percentage Interest to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of reducing or increasing such percentage, unless such amendment is approved by the written consent or the affirmative vote of holders of Outstanding Units whose aggregate Outstanding Units constitute not less than the voting requirement sought to be reduced or increased, as applicable, or the affirmative vote of Partners whose aggregate Percentage Interests constitute not less than the voting requirement sought to be reduced or increased, as applicable.

86

(b) Notwithstanding the provisions of Section 13.1 (other than Section 13.1(d)(iv)) and Section 13.2, no amendment to this

Agreement may (i) enlarge the obligations of (including requiring any holder of a class of Partnership Interests to make additional Capital Contributions to the Partnership) any Limited Partner without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c), or (ii) enlarge the obligations of, restrict, change or modify in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the General Partner or any of its Affiliates without its consent, which consent may be given or withheld at its option.

(c) Except as provided in Section 14.3 or Section 13.1, any amendment that would have a material adverse effect on the rights or preferences of any class of Partnership Interests in relation to other classes of Partnership Interests must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class affected. If the General Partner determines an amendment does not satisfy the requirements of Section 13.1(d)(i) because it adversely affects one or more classes of Partnership Interests, as compared to other classes of Partnership Interests, in any material respect, such amendment shall only be required to be approved by the adversely affected class or classes.

(d) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Section 14.3(b), no amendments shall become effective without the approval of the holders of at least 90% of the Percentage Interests of all Limited Partners voting as a single class unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under applicable partnership law of the state under whose laws the Partnership is organized.

(e) Except as provided in Section 13.1, this Section 13.3 shall only be amended with the approval of Partners (including the General Partner and its Affiliates) holding at least 90% of the Percentage Interests of all Limited Partners.

Section 13.4 *Special Meetings.* All acts of Limited Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Limited Partners may be called by the General Partner or by Limited Partners owning 20% or more of the Outstanding Units of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in writing stating that the signing Limited Partners wish to call a special meeting and indicating the specific purposes for which the special meeting is to be called and the class or classes of Units for which the meeting is proposed. No business may be brought by any Limited Partner before such special meeting except the business listed in the related request. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Limited Partners either directly or indirectly through the Transfer Agent. A meeting shall be held at a time and

87

place determined by the General Partner on a date not less than 10 days nor more than 60 days after the time notice of the meeting is given as provided in Section 16.1. Limited Partners shall not vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business.

Section 13.5 *Notice of a Meeting.* Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Units for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 16.1. The notice shall be deemed to have been given at the time when deposited in the mail or sent by other means of written communication.

Section 13.6 *Record Date.* For purposes of determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 13.11 the General Partner may set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading or U.S. federal securities laws, in which case the rule, regulation, guideline or requirement of such National Securities Exchange or U.S. federal securities laws shall govern) or (b) in the event that approvals are sought without a meeting, the date by which Limited Partners are requested in writing by the General Partner to give such approvals. If the General Partner does not set a Record Date, then (a) the Record Date for determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners shall be the close of business on the day next preceding the day on which notice is given, and (b) the Record Date for determining the Limited Partners entitled to give approvals without a meeting shall be the date the first written approval is deposited with the Partnership in care of the General Partner in accordance with Section 13.11.

Section 13.7 *Postponement and Adjournment.* Prior to the date upon which any meeting of Limited Partners is to be held, the General Partner may postpone such meeting one or more times for any reason by giving notice to each Limited Partner entitled to vote at the meeting so postponed of the place, date and hour at which such meeting would be held. Such notice shall be given not fewer than two days before the date of such meeting and otherwise in accordance with this Article XIII. When a meeting is postponed, a new Record Date need not be fixed unless such postponement shall be for more than 45 days. Any meeting of Limited Partners may be adjourned by the General Partner one or more times for any reason, including the failure of a quorum to be present at the meeting with respect to any proposal or the failure of any proposal to receive sufficient votes for approval. No Limited Partner vote shall be required for any adjournment. A meeting of Limited Partners may be adjourned by the General Partner as to one or more proposals regardless of whether action has been taken on other matters. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45

88

days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

Section 13.8 *Waiver of Notice; Approval of Meeting; Approval of Minutes.* The transaction of business at any meeting of Limited Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except when the Limited Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is not a waiver of any right to disapprove the consideration of matters required to be included in the notice of the meeting, but not so included, if the disapproval is expressly made at the meeting.

Section 13.9 *Quorum and Voting.* The holders of a majority, by Percentage Interest, of Partnership Interests of the class or classes for which a meeting has been called (including Partnership Interests deemed owned by the General Partner) represented in person or by proxy shall constitute a quorum at a meeting of Partners of such class or classes unless any such action by the Partners requires approval by holders of a greater Percentage Interest, in which case the quorum shall be such greater Percentage Interest. At any meeting of the Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Partners holding Partnership Interests that, in the aggregate, represent a majority of the Percentage Interest of those present in person or by proxy at such meeting shall be deemed to constitute the act of all Partners, unless a greater or different percentage is required with respect to such action under the provisions of this Agreement, in which case the act of the Partners holding Partnership Interests that in the aggregate represent at least such greater or different percentage shall be required; *provided, however*, that if, as a matter of law or provision of this Agreement, approval by plurality vote of Partners (or any class thereof) is required to approve any action, no minimum quorum shall be required. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by Partners holding the required Percentage Interest specified in this Agreement.

Section 13.10 *Conduct of a Meeting.* The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership

maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the revocation of approvals in writing.

Section 13.11 *Action Without a Meeting.* If authorized by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting, without a vote and without prior notice, if an approval in writing setting forth the action so taken is signed by Limited Partners owning not less than the minimum percentage, by Percentage Interest, of the Partnership Interests of the class or classes for which a meeting has been called (including Partnership Interests deemed owned by the General Partner), as the case may be, that would be necessary to authorize or take such action at a meeting at which all the Limited Partners entitled to vote at such meeting were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not approved in writing. The General Partner may specify that any written ballot submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner. If a ballot returned to the Partnership does not vote all of the Units held by the Limited Partners, the Partnership shall be deemed to have failed to receive a ballot for the Units that were not voted. If approval of the taking of any action by the Limited Partners is solicited by any Person other than by or on behalf of the General Partner, the written approvals shall have no force and effect unless and until (a) they are deposited with the Partnership in care of the General Partner and (b) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners. Nothing contained in this Section 13.11 shall be deemed to require the General Partner to solicit all Limited Partners in connection with a matter approved by the holders of the requisite percentage of Units acting by written consent without a meeting.

Section 13.12 *Right to Vote and Related Matters.*

(a) Only those Record Holders of the Outstanding Units on the Record Date set pursuant to Section 13.6 shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the Outstanding Units have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Outstanding Units shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Units.

(b) With respect to Units that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Units are registered, such other Person shall, in exercising the voting rights in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, vote such Units in favor of, and at the direction of, the Person who is the beneficial owner, and the Partnership shall be entitled to assume it is so acting without further inquiry. The provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

Section 13.13 *Voting of Incentive Distribution Rights.*

(a) For so long as a majority of the Incentive Distribution Rights are held by the General Partner and its Affiliates, the holders of the Incentive Distribution Rights shall not be entitled to vote such Incentive Distribution Rights on any Partnership matter except as may otherwise be required by law and the holders of the Incentive Distribution Rights, in their capacity as such, shall be deemed to have approved any matter approved by the General Partner.

(b) If less than a majority of the Incentive Distribution Rights are held by the General Partner and its Affiliates, the Incentive Distribution Rights will be entitled to vote on all matters submitted to a vote of Unitholders, other than amendments and other matters that the General Partner determines do not adversely affect the holders of the Incentive Distribution Rights as a whole in any material respect. On any matter in which the holders of Incentive Distribution Rights are entitled to vote, such holders will vote together with the Subordinated Units, prior to the end of the Subordination Period, or together with the Common Units, thereafter, in either case as a single class except as otherwise required by Section 13.3(c), and such Incentive Distribution Rights shall be treated in all respects as Subordinated Units or Common Units, as applicable, when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement. The relative voting power of the Incentive Distribution Rights and the Subordinated Units or Common Units, as applicable, will be set in the same proportion as cumulative cash distributions, if any, in respect of the Incentive Distribution Rights for the four consecutive Quarters prior to the record date for the vote bears to the cumulative cash distributions in respect of such class of Units for such four Quarters.

(c) In connection with any equity financing, or anticipated equity financing, by the Partnership of an Expansion Capital Expenditure, the General Partner may, without the approval of the holders of the Incentive Distribution Rights, temporarily or permanently reduce the amount of Incentive Distributions that would otherwise be distributed to such holders, *provided* that in the judgment of the General Partner, such reduction will be in the long-term best interest of such holders.

ARTICLE XIV

MERGER OR CONSOLIDATION

Section 14.1 *Authority.* The Partnership may merge or consolidate with or into one or more corporations, limited liability companies, statutory trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including a partnership (whether general or limited (including a limited liability partnership)) or convert into any such entity, whether such entity is formed under the laws of the State of Delaware or any other state of the United States of America, pursuant to a written plan of merger or consolidation ("**Merger Agreement**") in accordance with this Article XIV.

Section 14.2 *Procedure for Merger or Consolidation.*

(a) Merger or consolidation of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner, *provided, however*, that, to the fullest extent permitted by law, the General Partner, in declining to consent to a merger or consolidation, may act in its sole discretion.

(b) If the General Partner shall determine to consent to the merger or consolidation, the General Partner shall approve the Merger Agreement, which shall set forth:

- (i) the name and jurisdiction of formation or organization of each of the business entities proposing to merge or consolidate;
- (ii) the name and jurisdiction of formation or organization of the business entity that is to survive the proposed merger or consolidation (the "**Surviving Business Entity**");
- (iii) the terms and conditions of the proposed merger or consolidation;
- (iv) the manner and basis of exchanging or converting the equity interests of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity; and (A) if any interests, securities or rights of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity, then the cash, property or interests, rights, securities or

obligations of any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity) which the holders of such interests, securities or rights are to receive in exchange for, or upon conversion of their interests, securities or rights, and (B) in the case of equity interests represented by certificates, upon the surrender of such certificates, which cash, property or interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, corporation, trust, limited liability company,

unincorporated business or other entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership, certificate of formation or limited liability company agreement or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger, which may be the date of the filing of the certificate of merger pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (*provided*, that if the effective time of the merger is to be later than the date of the filing of such certificate of merger, the effective time shall be fixed at a date or time certain and stated in the certificate of merger); and

(vii) such other provisions with respect to the proposed merger or consolidation that the General Partner determines to be necessary or appropriate.

Section 14.3 *Approval by Limited Partners.*

(a) Except as provided in Section 14.3(d), the General Partner, upon its approval of the Merger Agreement shall direct that the Merger Agreement and the merger or consolidation contemplated thereby, as applicable, be submitted to a vote of Limited Partners, whether at a special meeting or by written consent, in either case in accordance with the requirements of Article XIII. A copy or a summary of the Merger Agreement, as the case may be, shall be included in or enclosed with the notice of a special meeting or the written consent.

(b) Except as provided in Sections 14.3(d) and 14.3(e), the Merger Agreement shall be approved upon receiving the affirmative vote or consent of the holders of a Unit Majority unless the Merger Agreement contains any provision that, if contained in an amendment to this Agreement, the provisions of this Agreement or the Delaware Act would require for its approval the vote or consent of a greater percentage of the Outstanding Units or of any class of Limited Partners, in which case such greater percentage vote or consent shall be required for approval of the Merger Agreement.

(c) Except as provided in Sections 14.3(d) and 14.3(e), after such approval by vote or consent of the Limited Partners, and at any time prior to the filing of the certificate of merger pursuant to Section 14.4, the merger or consolidation may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement.

(d) Notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to convert the Partnership or any Group Member into a new limited liability entity, to merge the Partnership or any Group

Member into, or convey all of the Partnership's assets to, another limited liability entity that shall be newly formed and shall have no assets, liabilities or operations at the time of such merger or conveyance other than those it receives from the Partnership or other Group Member if (i) the General Partner has received an Opinion of Counsel that the merger or conveyance, as the case may be, would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause the Partnership or any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already treated as such), (ii) the sole purpose of such merger, or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (iii) the governing instruments of the new entity provide the Limited Partners and the General Partner with substantially the same rights and obligations as are herein contained.

(e) Additionally, notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to merge or consolidate the Partnership with or into another entity if (i) the General Partner has received an Opinion of Counsel that the merger or consolidation, as the case may be, would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause the Partnership or any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already treated as such), (ii) the merger or consolidation would not result in an amendment to this Agreement, other than any amendments that could be adopted pursuant to Section 13.1, (iii) the Partnership is the Surviving Business Entity in such merger or consolidation, (iv) each Partnership Interest outstanding immediately prior to the effective date of the merger or consolidation is to be an identical Partnership Interest of the Partnership after the effective date of the merger or consolidation, and (v) the number of Partnership Interests to be issued by the Partnership in such merger or consolidation does not exceed 20% of the Partnership Interests (other than Incentive Distribution Rights) Outstanding immediately prior to the effective date of such merger or consolidation.

(f) Pursuant to Section 17-211(g) of the Delaware Act, an agreement of merger or consolidation approved in accordance with this Article XIV may (i) effect any amendment to this Agreement or (ii) effect the adoption of a new partnership agreement for the Partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.3 shall be effective at the effective time or date of the merger or consolidation.

Section 14.4 *Certificate of Merger.* Upon the required approval by the General Partner and the Unitholders of a Merger Agreement, a certificate of merger shall be executed and filed with the Secretary of State of the State of Delaware in conformity with the requirements of the Delaware Act.

94

Section 14.5 *Effect of Merger or Consolidation.*

(a) At the effective time of the certificate of merger:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

ARTICLE XV

RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

Section 15.1 *Right to Acquire Limited Partner Interests.*

(a) Notwithstanding any other provision of this Agreement, if at any time the General Partner and its Affiliates (including Antero Resources Corporation) hold more than 80% of the total Limited Partner Interests of any class then Outstanding, the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership or any Affiliate of the General Partner, exercisable in its sole discretion, to purchase all, but not less than all, of such Limited Partner Interests of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three days prior to the date that the notice described in Section 15.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 15.1(b) is mailed.

(b) If the General Partner, any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 15.1(a), the General Partner shall deliver to the Transfer Agent notice of such election to purchase (the "**Notice of Election to Purchase**") and shall cause the Transfer Agent to mail a copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class (as of a Record Date selected by the General Partner) at least 10, but not more than 60, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be filed and distributed as may be required by the Commission or any National Securities Exchange on which

95

such Limited Partner Interests are listed. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 15.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner Interests, upon surrender of Certificates representing such Limited Partner Interests in the case of Limited Partner Interests evidenced by Certificates, in exchange for payment, at such office or offices of the Transfer Agent as the Transfer Agent may specify, or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at his address as reflected in the records of the Transfer Agent shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 15.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate shall not have been surrendered for purchase, all rights of the holders of such Limited Partner Interests shall thereupon cease, except the right to receive the purchase price (determined in accordance with Section 15.1(a)) for Limited Partner Interests therefor, without interest, upon surrender to the Transfer Agent of the Certificates

representing such Limited Partner Interests in the case of Limited Partner Interests evidenced by Certificates, and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, on the record books of the Transfer Agent and the Partnership, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the owner of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the owner of such Limited Partner Interests.

(c) In the case of Limited Partner Interests evidenced by Certificates, at any time from and after the Purchase Date, a holder of an Outstanding Limited Partner Interest subject to purchase as provided in this Section 15.1 may surrender his Certificate evidencing such Limited Partner Interest to the Transfer Agent in exchange for payment of the amount described in Section 15.1(a), therefor, without interest thereon.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 *Addresses and Notices; Written Communications.*

(a) Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means

96

of written communication to the Partner at the address described below. Any notice, payment or report to be given or made to a Partner hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Partnership Interests at his address as shown on the records of the Transfer Agent or as otherwise shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in such Partnership Interests by reason of any assignment or otherwise. Notwithstanding the foregoing, if (i) a Partner shall consent to receiving notices, demands, requests, reports or proxy materials via electronic mail or by the Internet or (ii) the rules of the Commission shall permit any report or proxy materials to be delivered electronically or made available via the Internet, any such notice, demand, request, report or proxy materials shall be deemed given or made when delivered or made available via such mode of delivery. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 16.1 executed by the General Partner, the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report given or made in accordance with the provisions of this Section 16.1 is returned marked to indicate that such notice, payment or report was unable to be delivered, such notice, payment or report and, in the case of notices, payments or reports returned by the United States Postal Service (or other physical mail delivery mail service outside the United States of America), any subsequent notices, payments and reports shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in his address) or other delivery if they are available for the Partner at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, payment or report to the other Partners. Any notice to the Partnership shall be deemed given if received by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by it to be genuine.

(b) The terms "in writing", "written communications," "written notice" and words of similar import shall be deemed satisfied under this Agreement by use of e-mail and other forms of electronic communication.

Section 16.2 *Further Action.* The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 16.3 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 16.4 *Integration.* This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

97

Section 16.5 *Creditors.* None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 16.6 *Waiver.* No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 16.7 *Third-Party Beneficiaries.* Each Partner agrees that (a) any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee and (b) any Unrestricted Person shall be entitled to assert rights and remedies hereunder as a third-party

beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Unrestricted Person.

Section 16.8 *Counterparts.* This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Limited Partner Interest, pursuant to Section 10.1(a) without execution hereof.

Section 16.9 *Applicable Law; Forum; Venue and Jurisdiction; Waiver of Trial by Jury.* This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

(a) Each of the Partners and each Person holding any beneficial interest in the Partnership (whether through a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing or otherwise):

(i) irrevocably agrees that any claims, suits, actions or proceedings (A) arising out of or relating in any way to this Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of this Agreement or the duties, obligations or liabilities among Partners or of Partners to the Partnership, or the rights or powers of, or restrictions on, the Partners or the Partnership), (B) brought in a derivative manner on behalf of the Partnership, (C) asserting a claim of breach of a fiduciary or other duty owed by any director, officer, or other employee of the Partnership or the General Partner, or owed by the General Partner, to the Partnership or the Partners, (D) asserting a claim arising pursuant to any provision of the Delaware Act or (E) asserting a claim governed by the internal affairs doctrine shall be exclusively brought in the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction), in each case regardless of whether such claims, suits, actions or proceedings

98

sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims;

(ii) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction) in connection with any such claim, suit, action or proceeding;

(iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of the Court of Chancery of the State of Delaware or of any other court to which proceedings in the Court of Chancery of the State of Delaware may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper;

(iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding;

(v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; *provided*, nothing in this clause (v) shall affect or limit any right to serve process in any other manner permitted by law;

(vi) IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING; and

(vii) agrees that if such Partner or Person does not obtain a judgment on the merits that substantially achieves, in substance and amount, the full remedy sought in any such claim, suit, action or proceeding, then such Partner or Person shall be obligated to reimburse the Partnership and its Affiliates for all fees, costs and expenses of every kind and description, including but not limited to all reasonable attorneys' fees and other litigation expenses, that the parties may incur in connection with such claim, suit, action or proceeding.

Section 16.10 *Invalidity of Provisions.* If any provision or part of a provision of this Agreement is or becomes for any reason, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and/or parts thereof contained herein shall not be affected thereby and this Agreement shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

99

Section 16.11 *Consent of Partners.* Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

Section 16.12 *Facsimile Signatures.* The use of facsimile signatures affixed in the name and on behalf of the transfer agent and registrar of the Partnership on Certificates representing Units is expressly permitted by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GENERAL PARTNER:

ANTERO RESOURCES MIDSTREAM MANAGEMENT LLC

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

ORGANIZATIONAL LIMITED PARTNER:

ANTERO RESOURCES CORPORATION

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

SIGNATURE PAGE

AMENDED AND RESTATED
CONTRIBUTION AGREEMENT
by and between
ANTERO RESOURCES CORPORATION
and
ANTERO MIDSTREAM PARTNERS LP

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	1
Section 1.1	Definitions	1
ARTICLE II	CONTRIBUTION	13
Section 2.1	Contribution	13
Section 2.2	Consideration	13
Section 2.3	Closing	13
Section 2.4	Revenues and Expenses	14
ARTICLE III	CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES	14
Section 3.1	Organization and Good Standing	14
Section 3.2	Authority; Authorization of Agreement	15
Section 3.3	No Violations	15
Section 3.4	Title; No Liens	16
ARTICLE IV	ANTERO MIDSTREAM'S REPRESENTATIONS AND WARRANTIES	16
Section 4.1	Organization and Good Standing	16
Section 4.2	Authority; Authorization of Agreement	16
Section 4.3	No Violations	16
ARTICLE V	COVENANTS	17
Section 5.1	Asset Transfer; Conduct of Business	17
Section 5.2	Records	17
Section 5.3	Bonds	17
Section 5.4	Required Consents; Carved-Out Assets	17
Section 5.5	Customary Post-Closing Consents	18
ARTICLE VI	TAX MATTERS	19
Section 6.1	Tax Matters	19
ARTICLE VII	ASSUMPTION; DISCLAIMER	19
Section 7.1	Assumption by NewCo	19
Section 7.2	Disclaimer	20
ARTICLE VIII	WATER OPTION; PIPELINE PARTICIPATION	21
Section 8.1	Option in Favor of Antero Midstream	21
Section 8.2	Right of First Offer	22
Section 8.3	Pipeline Participation	23
ARTICLE IX	MISCELLANEOUS PROVISIONS	23
Section 9.1	Notices	23
Section 9.2	Assignment; Successors in Interest	23
Section 9.3	Governing Law	23
Section 9.4	Consent to Jurisdiction, Etc.; Waiver of Jury Trial	24
Section 9.5	Severability	24
Section 9.6	Counterparts	24
Section 9.7	No Third-Party Beneficiaries	24
Section 9.8	Amendment; Waiver	24
Section 9.9	Entire Agreement	24
Section 9.10	Further Cooperation	25
Section 9.11	Transaction Costs	25
Section 9.12	Construction	25

EXHIBITS

Exhibit A-1	Gathering and Compression Assets: Systems Gathering and Compression Easements Gathering and Compression Lands and Gathering and Compression Leases Compressor Stations Gathering and Compression Equipment Gathering and Compression Related Contracts Gathering and Compression Permits Gathering and Compression Conveyed IP
Exhibit A-2	Water Assets: Non-Hydrocarbon Systems Water Easements Water Lands and Water Leases Water Equipment Water Related Contracts Water Permits Water Conveyed IP
Exhibit B-1	Excluded Assets
Exhibit B-2	Retained Liabilities
Exhibit B-3	Retained third party midstream agreements
Exhibit C	Form of Gathering Agreement
Exhibit D	Form of ROFO Agreement
Exhibit E	Form of Water Services Agreement
Exhibit F	Form of License Agreement
Exhibit G	Required Consents
Exhibit H	Excluded Wells

AMENDED AND RESTATED CONTRIBUTION AGREEMENT

THIS AMENDED AND RESTATED CONTRIBUTION AGREEMENT (this "Agreement") is dated the 10th day of November, 2014, by and between Antero Resources Corporation, a Delaware corporation ("Contributor"), and Antero Midstream Partners LP, a Delaware limited liability company and successor by conversion to Antero Resources Midstream LLC ("Antero Midstream"). Contributor and Antero Midstream are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into a Contribution Agreement dated October 16, 2013, and the Parties intend to amend and restate such Contribution Agreement in its entirety as set forth herein;

WHEREAS, Contributor owns 100% of the common economic interests in Antero Midstream (which excludes the special membership interest, which is owned by Antero Resources Midstream Management LLC) and 100% of the membership interests (the "Membership Interests") in Antero Midstream LLC, a Delaware limited liability company ("NewCo");

WHEREAS, NewCo shall acquire all of the Gathering and Compression Assets (as defined below) and shall assume certain Liabilities (as defined below) pursuant to an assignment and assumption of the Gathering and Compression Assets and Liabilities by Contributor to NewCo that is anticipated to take place following the date of this Agreement and before Closing, and to be deemed effective as of the Effective Time (as defined below) (the "Asset Transfer");

WHEREAS, Contributor intends to contribute to Antero Midstream the Membership Interests, and Antero Midstream intends to accept the Membership Interests in accordance with this Agreement; and

WHEREAS, Contributor intends to grant to Antero Midstream an option to acquire and a right of first offer with respect to the Water Assets (as defined below).

NOW, THEREFORE, based on the mutual covenants and agreements herein, the Parties agree that the above-described Contribution Agreement shall hereby be amended and restated in its entirety as follows:

ARTICLE I DEFINITIONS

Section 1.1 *Definitions*. In this Agreement, capitalized terms have the meanings provided in this Section 1.1. All references to Sections refer to Sections in this Agreement and all references to Exhibits refer to Exhibits attached to this Agreement, each of which is made a part hereof.

"Affiliate" means, with respect to any Person, another Person that, directly or indirectly, through one or more intermediaries, controls or is

controlled by, or is under common control with, such first Person. The term “control” and its derivatives with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other voting interests, by contract or otherwise. Notwithstanding the foregoing, Antero Midstream, Contributor and NewCo shall not be deemed to be Affiliates of each other.

“Agreement” has the meaning set forth in the introductory paragraph.

“Antero Midstream” has the meaning set forth in the introductory paragraph.

“Asset Taxes” means sales, use, ad valorem, property, excise or similar Taxes based upon the operation or ownership of the Gathering and Compression Assets but excluding, for the avoidance of doubt, (a) Income Taxes and (b) Transfer Taxes.

“Asset Transfer” has the meaning set forth in the introductory paragraph.

“Asset Transfer Date” means the date on which the Asset Transfer closes (notwithstanding which, it is acknowledged that the Asset Transfer shall be deemed effective as of the Effective Time).

“Assignment” has the meaning set forth in Section 2.3(a)(i).

“Bonds” has the meaning set forth in the definition of Excluded Assets.

“Business Day” means any day except Saturday, Sunday or any day on which banks in the United States are required to be or are customarily closed.

“Carved-Out Asset” has the meaning set forth in Section 5.4(a).

“Closing” means the consummation of the contribution of the Membership Interests contemplated by this Agreement.

“Closing Date” means the date on which Closing occurs.

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Units” means common units representing limited partner interests in Antero Midstream (following its conversion to a limited partnership).

“Compressor Stations” has the meaning set forth in the definition of Gathering and Compression Assets.

“Contributor” has the meaning set forth in the introductory paragraph.

“Customary Post-Closing Consents” means (a) consents, notices, approvals, waivers, authorizations and filings from or to (as applicable) Governmental Authorities that are customarily obtained or made (as applicable) after closing in connection with transactions similar to the Asset Transfer and (b) any consents, approvals, waivers and authorizations of Governmental Authorities or other third parties that cannot be unreasonably withheld by the relevant Person.

“Effective Time” means 00:01 a.m. (Central Time) on December 1, 2013.

“Environmental Laws” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; and all similar Laws of any Governmental Authority having jurisdiction over the Gathering and Compression Assets in question addressing pollution or protection of human health, safety, natural resources or the environment, Releases or threatened Releases of, or exposure to, Hazardous Materials, or

otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, handling, transport or disposal of Hazardous Materials and all amendments to such Laws.

“Excluded Assets” means all right, title and interest of Contributor and its Affiliates in and to any assets, properties, agreements and interests not included in the definitions of Gathering and Compression Assets or Water Assets, including:

- (a) the Upstream Assets;
- (b) all systems primarily used or intended for the gathering or transportation of Hydrocarbons produced from the Excluded Wells;
- (c) all of Contributor’s (and its Affiliates’) corporate minute books, financial records and other business records to the extent such books and records are related to Contributor’s (or any of its Affiliates’) business generally or are otherwise not directly related to the Gathering and Compression Assets or Water Assets;
- (d) all claims for refunds, credits, loss carryforwards and similar Tax assets with respect to (i) Asset Taxes allocated to Contributor pursuant to Section 6.1(b), (ii) Income Taxes of Contributor or any of its Affiliates or (iii) any Taxes attributable to any of the assets or properties described in this definition;
- (e) all personal computers and associated peripherals and all radio and telephone equipment (and licenses related thereto);

- (f) all of Contributor's (and its Affiliates') computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property (except the Gathering and Compression Conveyed IP or Water Conveyed IP), and all interests of the Contributor in and to the License Agreement;
- (g) all documents and instruments of Contributor (or any of its Affiliates) that may be protected by an attorney-client privilege (other than title opinions and reports on status of title, in each case, with respect to title to any of the Gathering and Compression Assets or Water Assets);
- (h) all offices of Contributor and all personal property located therein;
- (i) all of the bonds, letters of credit, guarantees, deposits and other pre-payments posted by Contributor or any of its Affiliates with any Governmental Authorities or any other third parties ("Bonds");
- (j) all trade credits, receivables and all other proceeds, income or revenues attributable to the Gathering and Compression Assets or Water Assets with respect to any period of time prior to the Effective Time, or attributable to any of the assets and properties described in this definition with respect to any period of time;
- (k) all accounts (including bank accounts) and all cash on hand;
- (l) any policy or agreement of insurance or indemnity agreement and any proceeds or awards therefrom;

3

- (m) all assets of Antero Resources Midstream Management LLC and all assets of any Person that directly or indirectly holds any interest in Antero Resources Midstream Management LLC; and
- (n) any assets that relate to both the fresh water distribution and upstream businesses of Contributor, including, but not limited to, any of such assets set forth on Exhibit B-1.
- (o) all assets described on Exhibit B-1.

"Excluded Wells" means the wells specified on Exhibit H.

"Gathering Agreement" means a natural gas gathering agreement between Contributor and NewCo, effective as of the Effective Time, in substantially the form set forth in Exhibit C.

"Gathering and Compression Assets" means all assets in respect of the gathering and compression business of Contributor on the Asset Transfer Date, including the following:

- (a) all systems held by Contributor or an Affiliate of Contributor on the Asset Transfer Date for the gathering or transportation of Hydrocarbons, including the systems described on Exhibit A-1 (the foregoing, collectively, the "Systems");
- (b) all easements, surface use agreements, servitudes, third party permits, licenses, surface leases, sub-surface leases, rights-of-way, grazing rights, logging rights and other similar interests relating to surface operations or for use or occupancy of the surface or the subsurface applicable to the Systems or the Compressor Stations, including the instruments and agreements described on Exhibit A-1 (the foregoing, collectively, the "Gathering and Compression Easements"), to the extent reasonably determined by NewCo to be assignable;
- (c) all fee and leasehold interests in real property that relate primarily to the ownership or operation of the assets described in the other clauses of this definition, including the fee and leasehold interests described on Exhibit A-1 (the Gathering and Compression Easements and the interests described in this clause (c), collectively, the "Gathering and Compression Lands"), and the leases under which the leasehold interests described in this clause (c) are, collectively, the "Gathering and Compression Leases");
- (d) all owned compressor stations used on the Systems, including the compressor stations described on Exhibit A-1, and physical possession of any leased compressor stations, including pursuant to any Gathering and Compression Related Contract (the foregoing, collectively, the "Compressor Stations");
- (e) all owned Gathering and Compression Personal Property, including the facilities and equipment described on Exhibit A-1, and physical possession of any leased Gathering and Compression Personal Property, including pursuant to a Gathering and Compression Related Contract (the foregoing, collectively, the "Gathering and Compression Equipment");
- (f) all Gathering and Compression Related Contracts, to the extent reasonably determined by NewCo to be assignable (which shall specifically include all of Contributor's and its Affiliates rights and claims under that certain Option to

4

Purchase Equity Interest in Rover Pipeline LLC dated as of June 20, 2014 by and between Contributor and Energy Transfer Partners, L.P. and that certain Participation Agreement dated as of June 20, 2014 by and between Contributor and Series B of M3 Appalachia Operating, LLC, as amended (collectively, the "Pipeline Projects");

- (g) all Hydrocarbons comprising line pack or line fill in any part of the Systems at the Effective Time;
- (h) all Permits issued to or held by Contributor or any of its Affiliates in connection with Contributor's or its Affiliates' ownership or operation of the other assets described in this definition, including those Permits described on Exhibit A-1 (the foregoing,

collectively, the “Gathering and Compression Permits”), to the extent reasonably determined by NewCo to be assignable;

- (i) all of Contributor’s and its Affiliates rights, claims and causes of action (including warranty and similar claims that may be made against a third party vendor under a master service agreement or any other Gathering and Compression Related Contract) to the extent, and only to the extent, that such rights, claims or causes of action (i) are associated with the Gathering and Compression Assets and relate to the period of time from and after the Effective Time or (ii) relate to the liabilities to be assumed by NewCo pursuant to the Asset Transfer (excluding any such rights, claims and causes of action that arise from or are related to the ownership by Contributor or its Affiliates of, or the rights of Contributor or its Affiliates in respect of, the Excluded Assets) (the foregoing, collectively, the “Gathering and Compression Claims”), to the extent reasonably determined by NewCo to be assignable;
- (j) all prepaid expenses (other than Taxes) attributable to the Gathering and Compression Assets that are paid by or on behalf of Contributor or its Affiliates and are attributable to the periods of time on and after the Effective Time, including prepaid utility charges;
- (k) the Gathering and Compression Conveyed IP; and
- (l) all of Contributor’s and its Affiliates’ files, records and data directly and primarily relating to the items described in the preceding clauses above on the Asset Transfer Date, including title records (including title opinions and curative documents), surveys, maps and drawings, operating data and records, maintenance records, and correspondence, including any Intellectual Property (other than Trademarks) held by Contributor therein, except (i) to the extent the transfer, delivery or copying of such records may be restricted by contract with a third party or subject to a fee; (ii) all documents and instruments of Contributor that may be protected by the attorney-client privilege; and (iii) all accounting and Tax files, books, records, Tax Returns and Tax work papers related to such items (the foregoing, collectively, the “Gathering and Compression Records”).

Notwithstanding the foregoing, “Gathering and Compression Assets” shall not include any Excluded Assets or any Water Assets.

“Gathering and Compression Claims” has the meaning set forth in the definition of Gathering and Compression Assets.

“Gathering and Compression Conveyed IP” means the Intellectual Property described in Exhibit A-1, including all rights, claims and causes of action for past, present and future infringement and misappropriation of the Gathering and Compression Conveyed IP, including the right to seek injunctive relief and damages, and to collect and retain same.

“Gathering and Compression Easements” has the meaning set forth in the definition of Gathering and Compression Assets.

“Gathering and Compression Equipment” has the meaning set forth in the definition of Gathering and Compression Assets.

“Gathering and Compression Lands” has the meaning set forth in the definition of Gathering and Compression Assets.

“Gathering and Compression Leases” has the meaning set forth in the definition of Gathering and Compression Assets.

“Gathering and Compression Permits” has the meaning set forth in the definition of Gathering and Compression Assets.

“Gathering and Compression Personal Property” means the equipment, structures, fixtures, improvements, equipment, storage tanks, pipelines, manifolds, casing, tubing, pumps, motors, machinery, compression equipment, flow lines, processing and separation facilities and other items of every kind and nature located at or on the Compressor Stations or the Gathering and Compression Lands or primarily used or held for use in connection with the Gathering and Compression Assets at the Asset Transfer Date.

“Gathering and Compression Records” has the meaning set forth in the definition of Gathering and Compression Assets.

“Gathering and Compression Related Contracts” means those gathering, transportation and marketing agreements, hydrocarbon storage agreements, operating agreements, balancing agreements, facilities or equipment leases, interconnection agreements, service and parts agreements and all other contracts to which Contributor or an Affiliate of Contributor is a party on the Asset Transfer Date, that relate primarily to the ownership or operation of the Gathering and Compression Assets and that will be binding on NewCo or any of the Assets after the Asset Transfer Date, including the contracts set forth on Exhibit A-1, but excluding any contract that is an Excluded Asset.

“Governmental Authority” means any federal, state, local, municipal or other governments; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

“Hazardous Materials” means any substance that, by its nature or its use, is regulated or as to which liability might arise under any Environmental Law including any: (a) chemical, product, material, substance or waste defined as or included in the definition of “hazardous substance,” “hazardous material,” “hazardous waste,” “restricted hazardous waste,” “extremely hazardous waste,” “solid waste,” “toxic waste,” “extremely hazardous substance,” “toxic substance,” “toxic pollutant,” “contaminant,” “pollutant,” or words of similar meaning or import found in any Environmental Law; (b) Hydrocarbons, petroleum products, petroleum substances, natural gas, condensate, crude oil or any components, fractions, or derivatives thereof or oil and gas exploration and production waste; and (c) asbestos containing materials, polychlorinated biphenyls, radioactive materials, urea formaldehyde foam insulation, or radon gas.

“Hydrocarbons” means oil and gas and other hydrocarbons produced in association therewith (whether in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

“Income Taxes” means any federal, state, local or foreign Taxes measured by or imposed on net income, gross revenue or receipts, including

franchise or similar Taxes.

“Intellectual Property” means (a) patents and patent applications; (b) trade secrets and confidential information, (c) copyrights, registered and unregistered; and (d) trademarks, service marks, trade names, trade dress, and domain names (“Trademarks”).

“Investment Bank” has the meaning set forth in Section 8.1(b)(ii).

“Laws” means any and all applicable laws, statutes, ordinances, Permits, decrees, writs, injunctions, orders, codes, judgments, principles of common law, rules or regulations that are promulgated, issued or enacted by a Governmental Authority having jurisdiction, and includes Environmental Laws.

“Liabilities” means any and all claims, causes of action, payments, charges, judgments, assessments, liabilities, obligations, losses, damages, penalties, fines and other costs and expenses (including reasonable attorneys’ fees and other legal costs and expenses), including any of the foregoing arising out of or otherwise attributable to personal injury or death, property damage, environmental damage or remediation, or violation of Environmental Law.

“License Agreement” means a license agreement in respect of certain intellectual property rights of Contributor, between Contributor and NewCo, effective as of the Effective Time, in substantially the form set forth in Exhibit E.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest, defect, restriction or other encumbrance in respect of such asset.

“Material Adverse Effect” means any change, inaccuracy, effect, event, result, occurrence, condition or fact (for the purposes of this definition, each, an “event”) (whether foreseeable or not and whether covered by insurance or not) that has had or would be reasonably likely to have, individually or in the aggregate with any other event or events, a material adverse effect on the business of NewCo or the Gathering and Compression Assets; *provided, however*, that a Material Adverse Effect shall not include such material adverse effects resulting from (a) general changes in Hydrocarbon prices; (b) general changes in industry, economic, financial or political conditions or markets; (c) changes in conditions or developments generally applicable to the oil and gas industry, in any area or areas where the Gathering and Compression Assets are located; (d) acts of God, including hurricanes, storms and other natural disasters; (e) acts or failures to act of Governmental Authorities; or (f) civil unrest or similar disorder, terrorist acts, any outbreak of hostilities of war.

“Membership Interests” has the meaning set forth in the introductory paragraph.

“NewCo” has the meaning set forth in the introductory paragraph.

“Non-Hydrocarbon Systems” has the meaning set forth in the definition of Water Assets.

“Operating Expenses” means all operating expenses (including costs of insurance but excluding Asset Taxes) and capital expenditures incurred in the ownership and operation of the Gathering and Compression Assets.

“Party” and “Parties” have the meanings set forth in the introductory paragraph.

“Permit” means any permit, license, certificate, consent, approval, waiver, exemption, variance, authorization, registration and any similar item required under any Law or issued by any Governmental Authority.

“Permitted Liens” means, with respect to any Gathering and Compression Asset:

- (a) any Governmental Authority or other third party consent, notice, approval, waiver, authorization or filing required in respect of such Gathering and Compression Asset in connection with the Asset Transfer, including the Required Consents in respect of any Carved-Out Asset and the Customary Post-Closing Consents;
- (b) the dedications and any other Liens under the Gathering Agreement, the ROFO Agreement and the Shared Use Agreements;
- (c) rights reserved to or vested in a Governmental Authority having jurisdiction to control or regulate such Gathering and Compression Asset in any manner whatsoever and all Laws of such Governmental Authorities;
- (d) Liens for Taxes, assessments and similar charges that are (i) not yet due or (ii) being contested in good faith by appropriate proceedings;
- (e) mechanic’s, materialman’s, carrier’s, repairer’s and other similar Liens arising or incurred in the ordinary course of business that are not yet due and payable;
- (f) Easements, Leases and Permits affecting such Asset, and ponds, lakes, waterways, canals, ditches, reservoirs, equipment, pipelines, utility lines, railways, streets, roads and structures on, over or through such Asset, in each case, to the extent the same do not materially affect or impair the ownership, operation or use of such Asset (either as owned, operated or used immediately before the Asset Transfer Date, or as contemplated to be built out and owned, operated and used by NewCo following the Asset Transfer Date);
- (g) any undetermined or inchoate liens or charges constituting or securing the payment of expenses that were incurred incidental to operation or use of such Asset;
- (h) the terms and conditions of the instruments creating the Asset, if applicable; and
- (i) Liens created by any third party owner of the Lands.

“Person” means an individual, partnership, corporation, limited liability company, trust, Governmental Authority or other entity.

“Pipeline Projects” has the meaning set forth in the definition of Gathering and Compression Assets.

“Primary Offering” has the meaning set forth in the Registration Rights Agreement between Contributor and Antero Midstream entered into on the date hereof.

8

“Proposed Transaction” has the meaning set forth in Section 8.2(b).

“Release” means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing.

“Required Consents” means (a) the consents, notices, approvals, waivers, authorizations and filings set forth on Exhibit G and (b) any Governmental Authority or other third party consent, notice, approval, waiver, authorization or filing that is material to the consummation of the Asset Transfer.

“Retained Liabilities” means (a) any and all Income Taxes imposed on Contributor or any of its Affiliates; the Asset Taxes allocable to Contributor pursuant to Section 6.1(b); any Taxes imposed on or with respect to the Excluded Assets; and any and all other Taxes imposed on or with respect to the Gathering and Compression Assets for any taxable period (or portion thereof) ending before the Effective Time; and (b) the Liabilities described on Exhibit B-2.

“Right of First Offer” has the meaning set forth in Section 8.2(a).

“ROFO Agreement” means a right of first offer agreement relating to natural gas processing and certain other services between Contributor and NewCo, effective as of the Effective Time, in substantially the form set forth in Exhibit D.

“ROFO Notice” has the meaning set forth in Section 8.2(b).

“ROFO Response” has the meaning set forth in Section 8.2(b).

“Shared Use Agreements” has the meaning set forth in Section 2.3(b)(iv).

“Straddle Period” means any Tax period beginning before and ending at or after the Effective Time.

“Systems” has the meaning set forth in the definition of Gathering and Compression Assets.

“Tax” and “Taxes” means (a) all taxes, assessments, fees, unclaimed property and escheat obligations, and other charges of any kind whatsoever imposed by any Governmental Authority, including any federal, state, local and/or foreign income tax, surtax, remittance tax, presumptive tax, net worth tax, special contribution tax, production tax, value added tax, withholding tax, gross receipts tax, windfall profits tax, profits tax, ad valorem tax, personal property tax, real property tax, sales tax, goods and services tax, service tax, transfer tax, use tax, excise tax, premium tax, stamp tax, motor vehicle tax, entertainment tax, insurance tax, capital stock tax, franchise tax, occupation tax, payroll tax, employment tax, unemployment tax, disability tax, alternative or add-on minimum tax and estimated tax, (b) any interest, fine, penalty or additions to tax imposed by a Governmental Authority in connection with any item described in clause (a), and (c) any liability in respect of any item described in clauses (a) or (b) above, that arises by reason of a contract, assumption, transferee or successor liability, operation of Law (including by reason of participation in a consolidated, combined or unitary Tax Return) or otherwise.

“Tax Return” means any report, return, information statement, election, document, estimated tax filing, declaration or other filing provided to any Governmental Authority in respect of Taxes including any attachments thereto and amendments thereof.

“Trademarks” has the meaning set forth in the definition of Intellectual Property.

“Transfer” means to, directly or indirectly, sell, assign, lease, convey, transfer or otherwise dispose of, whether in one or a series of transactions.

9

“Transfer Taxes” has the meaning set forth in Section 6.1(a).

“Upstream Assets” means all assets held by Contributor or an Affiliate of Contributor at any time in respect of the upstream business of Contributor and its Affiliates, including all interests of Contributor or its Affiliates:

- (a) in and to any oil and gas wells and leases, including all mineral interests, royalty interests, overriding royalty interests, production payments, other payments out of or measured by the value of oil and gas production, net profits interests, carried interests, farmout or farmin rights, options, subleases, and all other rights and interests that Contributor or its Affiliates have in and to any oil and gas leases, any lands pooled or unitized therewith and any oil and gas wells;
- (b) in and to (i) any Hydrocarbons, carbon dioxide or water or other non-Hydrocarbons in and under, or which may be produced and saved from or attributable to, the leases or lands referred to in clause (a), or any interests pooled or unitized therewith; and (ii) any water the subject of any water rights agreement between Contributor and any third party;
- (c) other than any line fill and line pack that is expressly included in the Gathering and Compression Assets or Water Assets, all Hydrocarbons in storage or existing in stock tanks, pipelines and/or plants (including inventory) on the Systems and all carbon dioxide, water and other non-Hydrocarbons in storage or existing in stock tanks, pipelines and/or plants (including inventory) on the Non-Hydrocarbon Systems;
- (d) with respect to the use and occupancy of the surface of and the subsurface depths under the lands and leases referred to in

clause (a), and rights of ingress and egress and similar rights and interests pertaining to, situated on or used in connection with such lands and leases, except, in the case of surface and access rights, to the extent such surface rights comprise a part of the Gathering and Compression Lands and Water Lands;

- (e) in and to any oil, gas or mineral unitization, pooling, operating and communitization agreements, joint venture agreements, farmin and farmout agreements, exploration agreements, exchange agreements, declarations, orders, rules, regulations or other official acts of any Governmental Authority and the units created thereby, including all units voluntarily formed or formed under orders, regulations, rules or other official acts of any Governmental Authority having jurisdiction;
- (f) in and to all surface and subsurface personal property, equipment, machinery, fixtures, movable and immovable property and improvements on or appurtenant to the leases, lands or wells described in clause (a), or used or obtained in connection with the exploration, development or operation of such leases, lands or wells, including any trucks and cars, drilling/workover rigs and rolling stock and all equipment, pipe and inventory that is not currently being used or currently designated for use in connection with the ownership or operation of the Gathering and Compression Assets or Water Assets (whether located on or off the Gathering and Compression Assets or Water Assets); and

10

- (g) in and to (i) the Gathering Agreement and the ROFO Agreement, and (ii) all agreements with third parties for midstream services, including the agreements set forth on Exhibit B-3.

“Water Assets” means all assets in respect of the fresh water distribution business of Contributor, including the following:

- (a) all assets and systems held by Contributor or an Affiliate of Contributor for the gathering or transportation of water, carbon dioxide or other non-Hydrocarbons, or the treatment, transportation, handling or disposal of waste water or other fluid waste, including the systems described on Exhibit A-2 (the foregoing, collectively, the “Non-Hydrocarbon Systems”);
- (b) all easements, surface use agreements, servitudes, third party permits, licenses, surface leases, sub-surface leases, rights-of-way, grazing rights, logging rights and other similar interests relating to surface operations or for use or occupancy of the surface or the subsurface applicable to the Non-Hydrocarbon Systems, including the instruments and agreements described on Exhibit A-2 (the foregoing, collectively, the “Water Easements”), to the extent reasonably determined by Contributor to be assignable;
- (c) all fee and leasehold interests in real property that relate primarily to the ownership or operation of the assets described in the other clauses of this definition, including the fee and leasehold interests described on Exhibit A-2 (the Water Easements and the interests described in this clause (c), collectively, the “Water Lands”), and the leases under which the leasehold interests described in this clause (c) are, collectively, the “Water Leases”);
- (d) all of the Water Personal Property, including the facilities and equipment described on Exhibit A-2 (the foregoing, collectively, the “Water Equipment”);
- (e) all Water Related Contracts, to the extent reasonably determined by Contributor to be assignable;
- (f) all Permits issued to or held by Contributor or any of its Affiliates in connection with Contributor’s or its Affiliates’ ownership or operation of the other assets described in this definition, including those Permits described on Exhibit A-2 (the foregoing, collectively, the “Water Permits”), to the extent reasonably determined by Contributor to be assignable;
- (g) all of Contributor’s and its Affiliates rights, claims and causes of action (including warranty and similar claims that may be made against a third party vendor under a master service agreement or any other Water Related Contract) to the extent, and only to the extent, that such rights, claims or causes of action (i) are associated with the Water Assets and relate to the period of time from and after the acquisition of the Water Assets by Antero Midstream or (ii) relate to the liabilities to be assumed by Antero Midstream pursuant to any purchase of the Water Assets (excluding any such rights, claims and causes of action that arise from or are related to the ownership by Contributor or its Affiliates of, or the rights of Contributor or its Affiliates in respect of, the Excluded Assets) (the foregoing, collectively, the “Water Claims”), to the extent reasonably determined by Contributor to be assignable;

11

- (h) all prepaid expenses (other than Taxes) attributable to the Water Assets that are paid by or on behalf of Contributor or its Affiliates and are attributable to the periods of time on and after the acquisition of the Water Assets by Antero Midstream, including prepaid utility charges;
- (i) the Water Conveyed IP; and
- (j) all of Contributor’s and its Affiliates’ files, records and data directly and primarily relating to the items described in the preceding clauses above, including title records (including title opinions and curative documents), surveys, maps and drawings, operating data and records, maintenance records, and correspondence, including any Intellectual Property (other than Trademarks) held by Contributor therein, except (i) to the extent the transfer, delivery or copying of such records may be restricted by contract with a third party or subject to a fee; (ii) all documents and instruments of Contributor that may be protected by the attorney-client privilege; and (iii) all accounting and Tax files, books, records, Tax Returns and Tax work papers related to such items (the foregoing, collectively, the “Water Records”).

Notwithstanding the foregoing, “Water Assets” shall not include any Excluded Assets or any Gathering and Compression Assets.

“Water Claims” has the meaning set forth in the definition of Water Assets.

“Water Conveyed IP” means (a) all Intellectual Property (other than Trademarks) owned by Contributor primarily relating to the operation of the Non-Hydrocarbon Systems and (b) the Intellectual Property described in Exhibit A-2, including all rights, claims and causes of action for past, present and future infringement and misappropriation of the Water Conveyed IP, including the right to seek injunctive relief and damages, and to collect and retain same.

“Water Easements” has the meaning set forth in the definition of Water Assets.

“Water Equipment” has the meaning set forth in the definition of Water Assets.

“Water Lands” has the meaning set forth in the definition of Water Assets.

“Water Leases” has the meaning set forth in the definition of Water Assets.

“Water Option” has the meaning set forth in Section 8.1(a).

“Water Permits” has the meaning set forth in the definition of Water Assets.

“Water Personal Property” means the equipment, structures, fixtures, improvements, equipment, storage tanks, pipelines, manifolds, casing, tubing, pumps, motors, machinery, flow lines and other items of every kind and nature located at or on the Water Lands or primarily used or held for use in connection with the Water Assets.

“Water Records” has the meaning set forth in the definition of Water Assets.

“Water Related Contracts” means those transportation agreements, operating agreements, balancing agreements, facilities or equipment leases, interconnection agreements, service and parts agreements and all other contracts to which Contributor or an Affiliate of Contributor is a party, that relate primarily to the ownership or operation of the Water Assets and that will be binding on Antero

Midstream or any of the Water Assets after the acquisition by Antero Midstream, including the contracts set forth on Exhibit A-2, but excluding any contract that is an Excluded Asset.

“Water Services Agreement” means a water services agreement between Contributor and NewCo in substantially the form set forth in Exhibit E.

ARTICLE II CONTRIBUTION

Section 2.1 *Contribution.* Subject to the terms and conditions of this Agreement, Contributor shall contribute and Antero Midstream shall accept, the Membership Interests, free and clear of all Liens.

Section 2.2 *Consideration.* In consideration of the contribution of the Membership Interests under this Agreement, upon the completion of any Qualified Public Offering (as such term is defined in the Limited Liability Company Agreement of Antero Midstream) or any Primary Offering, Contributor shall be entitled to receive, including pursuant to a distribution in redemption of Common Units, all or a portion of the proceeds of such Qualified Public Offering or Primary Offering, as applicable, as reimbursement for the capital expenditures (a) incurred by Contributor with respect to the Gathering and Compression Assets prior to the Asset Transfer Date or (b) (i) incurred by Contributor or (ii), if incurred by NewCo, deemed to be incurred by Contributor for U.S. federal income tax purposes, with respect to the Gathering and Compression Assets after the Asset Transfer Date and before the Closing, but in each case only to the extent that the proceeds of such Qualified Public Offering or Primary Offering, as applicable, exceed the amount of capital needed by Antero Midstream as reasonably determined by Antero Resources Midstream Management LLC.

Section 2.3 *Closing.* The Closing shall take place at the offices of Vinson & Elkins LLP, 1001 Fannin, Suite 2500, Houston, TX 77002 at 9:00 a.m. (Central Time) on the date on which Antero Midstream elects that Closing shall occur. At the Closing:

(a) Antero Midstream shall deliver the following to Contributor:

(i) an original executed counterpart of an assignment of membership interests (the “Assignment”) to effect the contribution of the Membership Interests as contemplated by this Agreement; and

(ii) any other items that are required by this Agreement to be executed and/or delivered by Antero Midstream on the Closing Date or are reasonably necessary or desirable to effect the consummation of the contribution of the Membership Interests to Antero Midstream.

(b) Contributor shall deliver the following to Antero Midstream:

(i) an original executed copy of the Assignment;

(ii) an executed certificate of non-foreign status described in Treasury Regulation §1.1445-2(b)(2);

(iii) original executed counterparts of the Gathering Agreement, the ROFO Agreement, and the License Agreement duly executed by Contributor and NewCo and effective as of the Effective Date;

(iv) original executed counterparts of such shared use agreements and other instruments relating to the Contributor and Antero Midstream’s continued access to, and use of,

respectively, the Gathering and Compression Assets and the retained assets of Contributor (including the Water Assets) (collectively, the “Shared Use Agreements”), as may be reasonably required by Antero Midstream in order for Antero Midstream to develop, construct, own and operate the Gathering

and Compression Assets and the related business going forward, and for Contributor to continue to own and operate its retained business; and

(v) any other items that are required by this Agreement to be executed and/or delivered by Contributor on the Closing Date or are reasonably necessary or desirable to effect the consummation of the transactions contemplated hereby.

Section 2.4 *Revenues and Expenses.*

(a) Except as expressly provided otherwise in Section 7.1 or otherwise in this Agreement, Contributor or its applicable Affiliate shall remain entitled to all of the rights of ownership (including the right to all proceeds) and shall remain responsible for all Operating Expenses, in each case attributable to the Gathering and Compression Assets for the period of time prior to the Effective Time. Except as expressly provided otherwise in Section 7.1, NewCo shall be entitled to all of the rights of ownership (including the right to all proceeds), and shall be responsible for all Operating Expenses, in each case attributable to the Gathering and Compression Assets from and after the Effective Time.

(b) If any Party (or NewCo) receives monies that, in accordance with the principles set forth in Section 2.4(a), belong to the other Party (or NewCo), then the receiving party shall, within 30 days after the end of the month in which such amounts were received, pay such amounts to the proper party. If any Party (or NewCo) pays monies for Operating Expenses which are the obligation of the other Party (or NewCo), then such other Party (or NewCo, as applicable) shall, within 30 days after the end of the month in which the applicable invoice and proof of payment of such invoice were received, reimburse the party that paid such Operating Expenses. If a Party (or NewCo) receives an invoice of an expense or obligation which is owed by the other Party (or NewCo), such party receiving the invoice shall promptly forward such invoice to the party obligated to pay the same. If an invoice or other evidence of an obligation is received by a Party (or NewCo), which is partially an obligation of both Contributor and NewCo, then the Parties and NewCo shall consult among themselves, and each shall promptly pay its portion of such obligation to the obligee.

(c) Each of Contributor, Antero Midstream and NewCo shall be permitted to offset any Operating Expenses owed by such party to any other party pursuant to this Section 2.4 against revenues owing by that party to the first party pursuant to this Section 2.4, but not otherwise.

**ARTICLE III
CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES**

Contributor represents and warrants to Antero Midstream the following as of the date of this Agreement, as of the Asset Transfer Date and as of Closing (except to the extent that a specific date is referred to, in which case Contributor represents and warrants to Antero Midstream that such statement is correct as of such specific date):

Section 3.1 *Organization and Good Standing.* Contributor is a corporation, duly organized and validly existing under the Laws of the State of Delaware. NewCo is a limited liability company, duly formed and validly existing under the Laws of the State of Delaware. Each of Contributor and NewCo is duly licensed or qualified to do business as a foreign corporation, and is in good standing, in all jurisdictions in which such qualification is required by Law, except where the failure to qualify would not have a Material Adverse Effect.

14

Section 3.2 *Authority; Authorization of Agreement.* Contributor has all requisite power and authority to consummate the Asset Transfer on the Asset Transfer Date and has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby to be executed and delivered by Contributor, to consummate the transactions contemplated by this Agreement and such documents and to perform all of its obligations herein and therein. This Agreement constitutes, and such documents, when executed and delivered by Contributor, shall constitute, and all documents effecting the Asset Transfer will constitute, the valid and binding obligation of Contributor, enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency or other Laws relating to or affecting the enforcement of creditors' rights and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

Section 3.3 *No Violations.*

(a) Except for (x) any Customary Post-Closing Consents and (y) any Required Consents in respect of any Carved-Out Assets: (a) there are no consents, notices, approvals, waivers, authorizations and filings or other prohibitions on assignment that are applicable to the Asset Transfer; and (b) Contributor's execution and delivery of any documents relating to the Asset Transfer, and the consummation of the Asset Transfer, shall not (as of the Asset Transfer Date):

(i) conflict with or require the consent, approval, waiver or authorization of, or the notice or filing to, any Person under any of the terms, conditions or provisions of the organizational documents of Contributor or NewCo;

(ii) violate any provision of, or require any consents, notices, approvals, waivers, authorizations and filings under, any Laws (excluding Environmental Laws) applicable to Contributor or NewCo except (in each case) where such violation or the failure to make or obtain such consents, notices, approvals, waivers, authorizations and filings would not have a Material Adverse Effect;

(iii) conflict with, result in a breach of, constitute a default under or constitute an event that with notice or lapse of time, or both, would constitute a default under, accelerate or permit the acceleration of the performance required by, or require any consents, notices, approvals, waivers, authorizations and filings under any Related Contract, except where such conflict, breach or default would not have a Material Adverse Effect; or

(iv) result in the creation or imposition of any Lien upon one or more of the Gathering and Compression Assets except where such Lien would not have a Material Adverse Effect.

(b) In respect of the contribution of the Membership Interests (a) there are no consents, notices, approvals, waivers, authorizations and filings or other prohibitions on transfer that are applicable to the contribution of the Membership Interests by Contributor to Antero Midstream as contemplated by this Agreement; and (b) Contributor's execution and delivery of any documents relating to the contribution of the Membership Interests, and the consummation of the contribution of the Membership Interests, shall not:

(i) conflict with or require the consent, approval, waiver or authorization of, or the notice or filing to, any Person under any of the terms, conditions or provisions of the organizational documents of Contributor or NewCo;

(ii) violate any provision of, or require any consents, notices, approvals, waivers, authorizations and filings under, any

Contributor or NewCo except (in each case) where such violation or the failure to make or obtain such consents, notices, approvals, waivers, authorizations and filings would not have a Material Adverse Effect;

(iii) conflict with, result in a breach of, constitute a default under or constitute an event that with notice or lapse of time, or both, would constitute a default under, accelerate or permit the acceleration of the performance required by, or require any consents, notices, approvals, waivers, authorizations and filings under any Related Contract, except where such conflict, breach or default would not have a Material Adverse Effect; or

(iv) result in the creation or imposition of any Lien upon the Membership Interests except where such Lien would not have a Material Adverse Effect.

Section 3.4 *Title; No Liens.* Contributor is the sole legal and beneficial owner of the Membership Interests. Except for Permitted Liens and Liens that will be released at Closing, there are no Liens upon all or any part of the Membership Interests or upon any of the Gathering and Compression Assets.

ARTICLE IV ANTERO MIDSTREAM'S REPRESENTATIONS AND WARRANTIES

Antero Midstream represents and warrants to Contributor the following as of the date of this Agreement and as of Closing (except to the extent that a specific date is referred to, in which case Antero Midstream represents and warrants to Contributor that such statement is correct as of such specific date):

Section 4.1 *Organization and Good Standing.* Antero Midstream is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Antero Midstream is duly licensed or qualified to do business as a foreign entity and is in good standing in all jurisdictions in which it is required by Law except where the failure to qualify would not have a material adverse effect on the business, financial condition or results in operations of Antero Midstream or any of its subsidiaries taken as a whole or have a material adverse effect on Antero Midstream's ability to consummate the transactions contemplated by, or to perform its obligations under, this Agreement.

Section 4.2 *Authority; Authorization of Agreement.* Antero Midstream has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby to be executed and delivered by Antero Midstream, to consummate the transactions contemplated by this Agreement and such documents and to perform all of its obligations herein and therein. This Agreement constitutes, and such documents, when executed and delivered by Antero Midstream, shall constitute, the valid and binding obligation of Antero Midstream, enforceable against Antero Midstream in accordance with its and their terms, except as such enforceability may be limited by bankruptcy, insolvency or other Laws relating to or affecting the enforcement of creditors' rights and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

Section 4.3 *No Violations.* Antero Midstream's execution and delivery of this Agreement and the documents contemplated hereby to be executed and delivered by Antero Midstream, and the consummation of the transactions contemplated by this Agreement and such documents do not:

(a) conflict with or require the consent, approval, waiver or authorization of, or the notice or filing to, any Person under any of the terms, conditions or provisions of the organizational documents of Antero Midstream;

(b) violate any provision of, or require any consents, notices, approvals, waivers, authorizations and filings under any Laws (excluding Environmental Laws) applicable to Antero Midstream; or

(c) conflict with, result in a breach of, constitute a default under or constitute an event that, with notice or lapse of time, or both, would constitute a default under, accelerate or permit the acceleration of the performance required by, or require any consents, notices, approvals, waivers, authorizations and filings under: (i) any material agreement or any mortgage, indenture, loan, credit agreement or other agreement evidencing indebtedness for borrowed money to which Antero Midstream is a party or by which Antero Midstream (or any of its assets) is bound, except (in each case) where such conflict, breach or default would not materially affect Antero Midstream's ability to consummate the transactions contemplated hereby or thereby or (ii) any order, judgment or decree of any Governmental Authority.

ARTICLE V COVENANTS

Section 5.1 *Asset Transfer; Conduct of Business.* As soon as reasonably practicable after the date of this Agreement and before Closing, Contributor shall cause the Asset Transfer to be completed (with a deemed effective time as of the Effective Time). In addition, from the date of this Agreement until the Closing:

(a) Contributor shall, and shall cause NewCo to, operate its business (solely as it relates to the Gathering and Compression Assets) in the ordinary course, except in respect of (i) operations necessary to respond to or alleviate the imminent or immediate endangerment of the health or safety of any individual or the environment or the safety or operational condition of any of the Gathering and Compression Assets, (ii) actions and operations necessary to develop, construct and hookup any midstream assets of NewCo, Contributor or their respective Affiliates that are under development or construction as of the date of this Agreement, or that become under development or construction between the date of this Agreement and Closing, or (iii) any actions expressly consented to in writing by Antero Midstream; and

(b) Contributor shall not, and shall cause its Affiliates not to, assign or otherwise dispose of, or agree to assign or otherwise dispose of, all or any part of the Membership Interests, or create any Lien on all or any part of the Membership Interests.

Section 5.2 *Records.* Contributor shall use commercially reasonable efforts to make available or deliver to Antero Midstream or NewCo

all of the Gathering and Compression Records as soon as practicable after the Closing Date, to the extent not so delivered in connection with the Asset Transfer. Contributor shall have no obligation to deliver any Gathering and Compression Records to Antero Midstream or NewCo that include information relating to Excluded Assets. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, Contributor may retain a copy of any or all of the Gathering and Compression Records.

Section 5.3 *Bonds.* Contributor will cause NewCo to put into place a replacement for each Bond relating to the Gathering and Compression Assets directly with the relevant Governmental Authority or other third party, as of the Asset Transfer Date.

Section 5.4 *Required Consents; Carved-Out Assets.*

(a) In respect of any Asset that is not assigned to NewCo on the Asset Transfer Date, including any Gathering and Compression Asset to which a Required Consent applies and for which such

17

Required Consent is not obtained before the Asset Transfer Date (each such Gathering and Compression Asset, a “Carved-Out Asset”):

(i) Contributor shall, on the Asset Transfer Date, deliver to NewCo such documents and take such actions as Antero Midstream, acting reasonably, determines necessary or desirable to give to NewCo the benefit of the Carved-Out Asset and to cause NewCo to be responsible for all of the liabilities associated therewith (which may include Contributor holding title to such Carved-Out Asset in trust for NewCo, Contributor sub-leasing, sub-contracting or licensing such Carved-Out Gathering and Compression Asset to NewCo, NewCo assuming the pre-Effective Time Liabilities of Contributor under the Gathering and Compression Related Contracts to the extent required for an assignment of such Gathering and Compression Related Contracts to be effective, or any other arrangement);

(ii) unless and until such Carved-Out Asset is contributed pursuant to paragraph (iii) or (iv) below or otherwise by mutual agreement of the Parties, from and after the Asset Transfer Date:

(A) Contributor shall (up to Closing) and Antero Midstream shall (after Closing) cause NewCo to perform all obligations of Contributor under such Carved-Out Asset; and

(B) if such Carved-Out Asset is a Gathering and Compression Claim, Gathering and Compression Easement, Gathering and Compression Lease, Gathering and Compression Related Contract or Gathering and Compression Permit, Contributor shall take no action (and shall make no omission) the taking (or omission, as applicable) of which would be reasonably likely to (1) comprise or cause a breach, violation or default of or under such Gathering and Compression Claim, Gathering and Compression Easement, Gathering and Compression Lease, Gathering and Compression Related Contract or Gathering and Compression Permit or (2) in respect of a Gathering and Compression Permit, cause its revocation, cancellation, suspension or adverse modification;

(iii) if such Carved-Out Asset requires a Required Consent, from and after the Asset Transfer Date, each Party shall, and Contributor shall (up to Closing) and Antero Midstream shall (after Closing) cause NewCo to use its commercially reasonable endeavors to cooperate with the other Party and NewCo in seeking to obtain such Required Consent and, in the event that such Required Consent is obtained, then, as soon as reasonably practicable (and no later than the tenth Business Day) after such Required Consent is obtained, Contributor shall contribute such Carved-Out Asset to NewCo for no additional consideration; and

(iv) from and after the Asset Transfer Date, each Party shall, and Contributor shall (up to Closing) and Antero Midstream shall (after Closing) cause NewCo to use its commercially reasonable endeavors to cooperate with the other Party and NewCo in taking all other actions as may be reasonably required by either Party to cause such Carved-Out Asset to become assignable, if possible, and, in the event that such Carved-Out Asset becomes assignable, then, as soon as reasonably practicable (and no later than the tenth Business Day) thereafter (assuming prior receipt of Required Consents), Contributor shall contribute such Carved-Out Asset to NewCo for no additional consideration.

Section 5.5 *Customary Post-Closing Consents.* From and after the Asset Transfer Date, each Party shall, and Contributor shall (up to Closing) and Antero Midstream shall (after Closing), cause NewCo to use its commercially reasonable endeavors to cooperate with the other Party in seeking to obtain each Customary Post-Closing Consent in connection with the Asset Transfer to the extent not previously obtained.

18

ARTICLE VI TAX MATTERS

Section 6.1 *Tax Matters.*

(a) *Transfer Taxes.* To the extent that any transfer, sales, purchase, use, stamp, registration or other similar Taxes (collectively, “Transfer Taxes”) are payable as a result of the transactions contemplated by this Agreement or the Asset Transfer, such Transfer Taxes shall be borne and timely paid by Contributor. Contributor and Antero Midstream, as appropriate, shall, and Contributor shall (up to Closing) and Antero Midstream shall (after Closing) cause NewCo to, at the expense of Contributor, file, to the extent required by applicable Laws, all necessary Tax Returns and other documentation with respect to such Taxes, and, if required by applicable Laws, Contributor, NewCo and Antero Midstream, as appropriate, will join in the execution of any such Tax Return or other documentation of the other.

(b) *Asset Taxes.* Contributor shall bear all Asset Taxes attributable to (A) any Tax period ending prior to the Effective Time and (B) the portion of any Straddle Period ending immediately prior to the Effective Time. Antero Midstream shall bear all Asset Taxes attributable to (A) any Tax period beginning at or after the Effective Time and (B) the portion of any Straddle Period beginning at the Effective Time. For purposes of determining the allocation of Asset Taxes for Straddle Periods, (i) Asset Taxes that are imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible) shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning at the Effective Time based on the portion of the Straddle Period in which the transaction giving rise to such Asset Taxes occurred, and (ii) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time and the portion of such Straddle Period beginning at the Effective Time by prorating each such Asset Tax based on the number of days in the applicable Straddle

Period that occur before the Effective Time, on the one hand, and the number of days in such Straddle Period that occur at or after the Effective Time, on the other hand.

(c) *Tax Cooperation.* The Parties shall cooperate fully, and Contributor (before Closing) and Antero Midstream (after Closing) shall cause NewCo to cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes relating to the Gathering and Compression Assets. Such cooperation shall include the retention and (upon another Party's request) the provision of records and information that are relevant to any such Tax Return or audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided under this Agreement. The Parties agree to retain all books and records with respect to Tax matters pertinent to the Gathering and Compression Assets relating to any taxable period beginning at the Effective Time until the expiration of the statute of limitations of the respective taxable periods and to abide by all record retention agreements entered into with any Governmental Authority.

ARTICLE VII ASSUMPTION; DISCLAIMER

Section 7.1 *Assumption by NewCo.* The Parties acknowledge that, in connection with the Asset Transfer, NewCo is expected to assume and agree to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all Liabilities, known or unknown, with respect to the Gathering and Compression Assets to the extent arising on or after the Effective Time; *provided that the*

19

Parties acknowledge that NewCo shall not assume any Liabilities of Contributor resulting from, relating to or arising out of the Retained Liabilities or, for the avoidance of doubt, relating to or arising out of the Excluded Assets. From and after Closing, Contributor shall indemnify Antero Midstream and NewCo in respect of all Retained Liabilities and all Liabilities relating to or arising out of the Excluded Assets.

Section 7.2 *Disclaimer.*

(a) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE III AND IN THE ASSIGNMENT, (I) CONTRIBUTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED AND (II) CONTRIBUTOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ANTERO MIDSTREAM OR ITS EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANTERO MIDSTREAM BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF CONTRIBUTOR).**

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE III AND IN THE ASSIGNMENT, CONTRIBUTOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE GATHERING AND COMPRESSION ASSETS OR THE MEMBERSHIP INTERESTS, (II) ANY ESTIMATES OF THE VALUE OF THE GATHERING AND COMPRESSION ASSETS OR THE MEMBERSHIP INTERESTS OR FUTURE REVENUES GENERATED BY THE GATHERING AND COMPRESSION ASSETS, (III) THE CONDITION, QUALITY, SUITABILITY OR MARKETABILITY OF THE GATHERING AND COMPRESSION ASSETS, (IV) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY CONTRIBUTOR OR THIRD PARTIES WITH RESPECT TO THE GATHERING AND COMPRESSION ASSETS, AND (V) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ANTERO MIDSTREAM OR ITS EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE ASSET TRANSFER OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO. EXCEPT AS AND TO THE EXTENT EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE III AND IN THE ASSIGNMENT, CONTRIBUTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, IT BEING ACKNOWLEDGED BY THE PARTIES THAT, EXCEPT AS AND TO THE EXTENT OTHERWISE PROVIDED IN ARTICLE III OR IN THE ASSIGNMENT, NEWCO SHALL BE DEEMED TO HAVE OBTAINED THE GATHERING AND COMPRESSION ASSETS PURSUANT TO THE ASSET TRANSFER IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE) AND THAT ANTERO MIDSTREAM HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS OF THE GATHERING AND COMPRESSION ASSETS AS ANTERO MIDSTREAM DEEMS APPROPRIATE.

20

(c) Environmental Matters.

(i) CONTRIBUTOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY TO ANTERO MIDSTREAM, AND THE PARTIES ACKNOWLEDGE THAT CONTRIBUTOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY TO NEWCO, REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL PERMITS, THE RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT, EXPOSURE TO HAZARDOUS MATERIALS, OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE GATHERING AND COMPRESSION ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY.

(ii) Notwithstanding Section 7.2(c)(i):

(A) With effect from Closing, Contributor shall indemnify and hold harmless Antero Midstream from and against all Liabilities arising under Environmental Law to the extent resulting from Contributor's operation or ownership of the Gathering and Compression Assets and occurring before the Effective Time;

(B) With effect from Closing, Antero Midstream shall cause NewCo to indemnify and hold harmless Contributor from and against all Liabilities arising under Environmental Law in respect of the Gathering and Compression Assets to the extent arising on

or after the Effective Time.

(d) THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 7.2 ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSE OF SUCH APPLICABLE LAW.

ARTICLE VIII WATER OPTION; PIPELINE PARTICIPATION

Section 8.1 *Option in Favor of Antero Midstream.*

(a) Antero Midstream shall have the option (the “Water Option”), for a period of two years following the date of this Agreement, to purchase, in its sole discretion, the Water Assets at fair market value.

(b) *Consideration and Procedures.*

(i) If Antero Midstream exercises the Water Option by means of delivering a written exercise notice to Contributor, within 30 days following the delivery of such notice to Contributor, Contributor must propose to Antero Midstream, in writing, a purchase price for the Water Assets, which Antero Midstream may accept or reject in its sole discretion. If Antero Midstream rejects such purchase price, Antero Midstream and Contributor shall engage in good faith negotiations to decide upon a mutually agreeable purchase price for the Water Assets.

(ii) If Antero Midstream is unable to agree with Contributor on a mutually acceptable purchase price after good faith negotiations by both Parties pursuant to Section 8.1(b)(i), Contributor will nominate three independent investment banking firms and Antero Midstream will select one of those firms (the “Investment Bank”) to determine the fair market value of the Water Assets. Once

21

the Investment Bank submits its valuation, Antero Midstream will have the right, but not the obligation, to purchase the Water Assets at the price determined by the Investment Bank.

(iii) Antero Midstream may pay the purchase price for the Water Assets in cash or in Common Units. If Antero Midstream elects to pay the purchase price in Common Units, the Common Units will be valued at a 5% discount to the volume-weighted average price of the Common Units during the ten trading days prior to the date of the agreement pursuant to which Antero Midstream is to acquire the Water Assets.

(c) Until the expiration of the Water Option, Contributor may not Transfer any Water Asset without Antero Midstream’s prior written consent (other than to an Affiliate of Contributor who agrees in writing that such Water Asset remains subject to the provisions of this Section 8.1 and assumes the obligations under this Section 8.1 with respect to such Water Asset).

(d) If Antero Midstream exercises the Water Option and purchases the Water Assets, Contributor and NewCo shall enter into the Water Services Agreement and shall negotiate, in good faith, to make such revisions as necessary to the Services Agreement between the Parties, dated of even date herewith, to provide for Contributor to provide services thereunder with respect to the Water Assets.

Section 8.2 *Right of First Offer.*

(a) Contributor hereby grants to Antero Midstream a right of first offer (the “Right of First Offer”) beginning two years following the date of this Agreement on the Water Assets to the extent that Antero Midstream has not previously exercised the Water Option and Contributor proposes to Transfer any Water Asset (other than to an Affiliate of Contributor who agrees in writing that such Water Asset remains subject to the provisions of this Section 8.2 and assumes the obligations under this Section 8.2 with respect to such Water Asset).

(b) *Procedures.*

(i) If Contributor proposes to Transfer any Water Asset (other than to an Affiliate as described in Section 8.2(a)) (a “Proposed Transaction”), Contributor shall, prior to entering into any such Proposed Transaction, first give notice in writing to Antero Midstream (the “ROFO Notice”) of its intention to enter into such Proposed Transaction. The ROFO Notice shall include any material terms, conditions and other details as would be reasonably necessary for Antero Midstream to make a responsive offer to enter into the Proposed Transaction with Contributor, which terms, conditions and details shall include any material terms, condition or other details Contributor would propose to provide to non-Affiliates in connection with the Proposed Transaction. Antero Midstream shall have 15 days following receipt of the ROFO Notice to propose an offer to enter into the Proposed Transaction with Contributor (the “ROFO Response”). The ROFO Response shall set forth the terms and conditions (including the purchase price Antero Midstream proposes to pay for the Water Asset and the other terms of the purchase) pursuant to which Antero Midstream would be willing to enter into a binding agreement for the Proposed Transaction. If no ROFO Response is delivered by Antero Midstream within such 15-day period, then Antero Midstream shall be deemed to have waived its Right of First Offer with respect to such Water Asset, and Contributor shall be free to enter into a Proposed Transaction with any third person on terms and conditions determined in the sole discretion of Contributor.

(ii) If Antero Midstream submits a ROFO Response, Antero Midstream and Contributor shall negotiate, in good faith, the terms of the purchase and sale of the ROFO Asset for 10 days following the receipt of the ROFO Response by Contributor. If Contributor and Antero Midstream

22

are unable to agree on such terms during such 10-day period, Contributor may Transfer the ROFO Asset to any third person on terms and conditions determined in the sole discretion of Contributor.

(c) If Antero Midstream purchases the Water Assets pursuant to the Right of First Offer, Contributor and NewCo shall enter into the Water Services Agreement and shall negotiate, in good faith, to make such revisions as necessary to the Services Agreement between the Parties, dated of even date herewith, to provide for Contributor to provide services thereunder with respect to the Water Assets; *provided, however*, that if Antero Midstream purchases less than all of the Water Assets, the Parties shall negotiate, in good faith, appropriate modifications to the Water Services

Agreement.

Section 8.3 *Pipeline Participation.* If Contributor intends to, has the option to or otherwise proposes to enter into any arrangements to become an equity owner in a regional pipeline project (including projects similar to the Pipeline Projects), Contributor shall, in lieu of entering into any such transaction, direct the ability to participate in any such transaction to Antero Midstream.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 *Notices.* All notices, communications and deliveries under this Agreement will be made in writing signed by or on behalf of the Party making the same, will specify the Section of this Agreement pursuant to which it is given or being made, and will be delivered personally or by facsimile transmission or sent by registered or certified mail (return receipt requested) or by nationally recognized overnight courier (with evidence of delivery and postage and other fees prepaid) as follows:

If to Antero Midstream:	Antero Resources Midstream LLC 1615 Wynkoop Street Denver, Colorado 80202 Attn: Chief Financial Officer Facsimile: (303) 357-7315
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If to Contributor:	Antero Resources Corporation 1615 Wynkoop Street Denver, Colorado 80202 Attn: Chief Financial Officer Facsimile: (303) 357-7315
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or to such other representative or at such other address or facsimile number of a Party as such Party may furnish to the other Parties in writing. Any such notice, communication or delivery will be deemed given or made upon the date of receipt by the applicable Party.

Section 9.2 *Assignment; Successors in Interest.* No assignment or transfer by any Party of its rights and obligations under this Agreement will be made except with the prior written consent of the other Party. This Agreement will be binding upon and will inure to the benefit of the Parties and their successors and permitted assigns, and any reference to a Party will also be a reference to a successor or permitted assign. For the avoidance of doubt, the conversion of a Party to a different legal form or the merger of a Party with a newly-formed entity for the principal purpose of converting such Party to a different legal form shall not be deemed an assignment of any rights or obligations under this Agreement.

Section 9.3 *Governing Law.* This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Colorado, excluding any choice of Law rules which may direct the application of the Laws of another jurisdiction.

23

Section 9.4 *Consent to Jurisdiction, Etc.; Waiver of Jury Trial.* Each of the Parties hereby irrevocably consents and agrees that any dispute arising out of or relating to this Agreement or any related document shall exclusively be brought in the courts of the State of Colorado, in Arapahoe County or the federal courts located in the District of Colorado. The Parties agree that, after such a dispute is before a court as specified in this [Section 9.4](#) and during the pendency of such dispute before such court, all actions with respect to such dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each of the Parties hereby waives, and agrees not to assert, as a defense in any legal dispute, that it is not subject thereto or that such dispute may not be brought or is not maintainable in such court or that its property is exempt or immune from execution, that the dispute is brought in an inconvenient forum or that the venue of the dispute is improper. Each Party agrees that a final judgment in any dispute described in this [Section 9.4](#) after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Laws. **THE PARTIES HEREBY WAIVE IRREVOCABLY ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY DOCUMENT CONTEMPLATED HEREIN OR OTHERWISE RELATED HERETO.**

Section 9.5 *Severability.* Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Law, the Parties waive any provision of Law which renders any such provision prohibited or unenforceable in any respect.

Section 9.6 *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or scanned and emailed transmission of any signed original document or retransmission of any signed facsimile or scanned and emailed transmission will be deemed the same as delivery of an original.

Section 9.7 *No Third-Party Beneficiaries.* Nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such Person being deemed a third party beneficiary of this Agreement, except that, from and after Closing, NewCo shall be deemed a third party beneficiary of this Agreement solely for the purpose of enforcing [Section 2.4](#) and the indemnitees that are expressed to be in its favor.

Section 9.8 *Amendment; Waiver.*

(a) Any amendment, extension or waiver of any provision of this Agreement will be valid only if set forth in an instrument in writing signed by both Contributor and Antero Midstream.

(b) A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

Section 9.9 *Entire Agreement.* This Agreement and the documents executed pursuant to this Agreement supersede all negotiations,

agreements and understandings between the Parties with respect to the subject matter of this Agreement and constitute the entire agreement between the Parties.

Section 9.10 *Further Cooperation.* From and after the Closing Date, each of the Parties shall deliver to the others such further information and documents and shall execute and deliver to the others such further instruments and agreements as the other Party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement.

Section 9.11 *Transaction Costs.* Except as otherwise provided herein, each Party will be responsible for its own legal fees and other expenses incurred in connection with the negotiation, preparation, execution or performance of this Agreement.

Section 9.12 *Construction.*

(a) This Agreement has been freely and fairly negotiated between the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any Law will be deemed also to refer to such Law as amended, modified, succeeded or supplemented from time to time and in effect at any given time, and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" do not limit the preceding terms or words and shall be deemed to be followed by "without limitation." Pronouns in masculine, feminine and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. Unless the context otherwise requires, the terms "day" and "days" mean and refer to calendar day(s). The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

(b) The titles, captions and table of contents contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first set forth above.

ANTERO RESOURCES CORPORATION

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

ANTERO MIDSTREAM PARTNERS LP

By: Antero Resources Midstream Management LLC, its general partner

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

SIGNATURE PAGE TO
AMENDED AND RESTATED CONTRIBUTION AGREEMENT

EXHIBIT A-1

GATHERING AND COMPRESSION ASSETS

Systems

Any low pressure and high pressure pipeline gathering systems gathering natural gas from Contributor in the following counties and states:

Washington, PA;

Doddridge, WV;

Harrison, WV;

Tyler, WV;

Ritchie, WV;

Noble, OH;

Monroe, OH;

Guernsey, OH; and

Belmont, OH,

excluding facilities owned by Summit, Crestwood, E2 Energy Services, ETC, M3, EQT, and MarkWest.

EXHIBIT A-1

1

Gathering and Compression Easements

<u>Instrument Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Execution Date</u>	<u>Tax ID / Parcel ID</u>	<u>Recording Date</u>	<u>Book/Page/ Film No.</u>	<u>County</u>
WEST VIRGINIA							
Clarksburg Station							
Memorandum of Surface Use Agreement	Kimberly A. Male	Antero Resources Appalachian Corporation	1/23/2009	7-285-51	2/18/2009	1427/937	Harrison
Amendment and Ratification of Surface Use Agreement	Kimberly A. Male	Antero Resources Appalachian Corporation	7/20/2011	07-285-51	7/27/2011	1473/1335	Harrison
Amendment and Ratification of Surface Use Agreement	Kimberly A. Male	Antero Resources Appalachian Corporation	4/11/2012	07-285-51	5/2/2012	1489/927	Harrison
Ike & Mike Station							
Memorandum of Surface Facility Easement	Mike Ross, Inc. & I. L. Morris	Antero Resources Appalachian Corporation	2/5/2010	7-285-16	2/19/2010	1442/686	Harrison
Pike Fork Station							
Memorandum of Amended and Restated Surface Use Lease and Appurtenant Rights of Way	Rendal J. Dotson & Sandra G. Dotson	Antero Resources Bluestone LLC	7/22/2011	20-9 & 16	12/19/2011	295/169	Doddridge
Salem Station							
Memorandum of Surface Facility Easement	Willis Lee Matthey & Forest Warner Matthey	Antero Resources Appalachian Corporation	5/1/2010	18-262-1	11/13/2012	1501/28	Harrison
Jarvisville Station							
Surface Facility Easement	Clarence E. Sperry, L. Diane Sperry, Janet L. Sperry	Antero Resources Appalachian Corporation	5/30/2010	20-324-1, 20-344-1	6/27/2011	1472/1124	Harrison
Tichenal Station							
Memorandum of Compressor Facility Easement	Bernard W. Hurst, Clara Mae Hurst, Peggy L. Hurst	Antero Resources Appalachian Corporation	5/10/2009	20-403-4	6/24/2009	1433/1198	Harrison
Amendment and Ratification of Compressor Facility Easement	Bernard W. Hurst, Clara Mae Hurst, Peggy L. Hurst	Antero Resources Appalachian Corporation	5/7/2011	20-403-4	3/23/2011	1465/268	Harrison

2

<u>Instrument Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Execution Date</u>	<u>Tax ID / Parcel ID</u>	<u>Recording Date</u>	<u>Book/Page/ Film No.</u>	<u>County</u>
BlueStone Station							
Lease Agreement	Neva A. Ritter, Debra Kay Cantrell, Mark Cantrell, Judy Rose Gardner, Lionel Gardner	Bluestone Energy Partners	5/1/2008	18-280-2	12/30/2008	1426/338	Harrison
Male Station							
Surface Use Agreement	Kimberly A. Male	Antero Resources Appalachian Corporation	1/23/2009	7-285-51	N/A	N/A	Harrison
Amendment and Ratification of Surface Use Agreement	Kimberly A. Male	Antero Resources Appalachian Corporation	7/20/2011	7-285-51	7/27/2011	1473/1335	Harrison
Victoria Station							
Lease Agreement	Norman I. Sines and Victoria D. Sines	Antero Resources Corporation	8/1/2013	Grant Dist., Doddridge Co., WV; TM/P: 10/2	N/A	N/A	Doddridge
Memorandum of Lease	Norman I. Sines and Victoria D. Sines	Antero Resources Corporation	8/1/2013	Grant Dist., Doddridge Co., WV; TM/P: 10/2	8/2/2013	311/545	Doddridge
Barnes Property							
Ground Lease	Ronald G. Barnes	Antero Resources Appalachian Corporation	6/4/2013	New Milton Dist., Doddridge Co., WV; TM/P: 1/10.3	N/A	N/A	Doddridge
Memorandum of Ground Lease Agreement	Ronald G. Barnes	Antero Resources Appalachian Corporation	6/4/2013	New Milton Dist., Doddridge Co., WV; TM/P: 1/10.3	10/15/2013	315/384	Doddridge

3

<u>Instrument Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Execution Date</u>	<u>Tax ID / Parcel ID</u>	<u>Recording Date</u>	<u>Book/Page/ Film No.</u>	<u>County</u>
West Union Lateral							
	Doris J. Bee and Debbie Hileman, as Second Successor						

Permanent Easement Agreement (Pipelines)	trustees of The Lawrence L. James Living Trust Dated July 18, 1996; and William Patrick James	Antero Resources Appalachian Corporation	12/5/2012	Central District, Doddridge Co., WV; TM/P: 6/6	12/6/2012	304/242	Doddridge
Permanent Easement Agreement (Electrical-Communication Lines)	Doris J. Bee and Debbie Hileman, as Second Successor trustees of The Lawrence L. James Living Trust Dated July 18, 1996; and William Patrick James	Antero Resources Appalachian Corporation	12/5/2012	Central District, Doddridge Co., WV; TM/P: 6/6	12/6/2012	304/249	Doddridge
Permanent Easement Agreement Pennington North Station	William Patrick James	Antero Resources Appalachian Corporation	7/27/2012	Central District, Doddridge Co., WV; TM/P: 6/6	9/11/2013	312/431	Doddridge
Permanent Easement Agreement [Gas-Water Pipeline(s)] North Canton Station	Dean R. Pennington and Martha A. Pennington	Antero Resources Corporation	8/15/2013	Grant Dist., Doddridge County, WV; TM/P: 16/21	8/15/2013	311/124	Doddridge
Permanent Easement Agreement	Shawn A. Glaspell	Antero Resources Corporation	10/14/2013	McClellan Dist., Doddridge Co., WV; TM/P: 11/34	10/17/2013	315/501	Doddridge
Agreement	John H. McClain	Antero Resources Corporation	10/17/2013	McClellan Dist., Doddridge Co., WV; TM/P: 11/25, 26, and 26.1	N/A	N/A	Doddridge

4

Instrument Date	Grantor	Grantee	Execution Date	Tax ID / Parcel ID	Recording Date	Book/Page/ Film No.	County
New Milton Compressor Station							
Road Easement Agreement	John H. McClain, Roger A. McClain, II, Roger A. McClain, by Bryan E Ash, his attorney-in-fact, and Stacy L. McClain, II	Antero Resources Corporation	7/19/2013	New Milton Dist., Doddridge Co., WV; TM/P: 8/40	7/19/2013	310/263	Doddridge
White Oak Station							
Easement Agreement	Mary Frances Harms, Nancy Louise Antill, Timothy R. O'Neill, Kathleen R. Hooven, Sharon S. O'Neill (formerly known as Sharon S. O'Neill Stainken), Karah Leigh Loftin, Kelcie Janeen Loftin, Daniel J. O'Neill, Romarlo, LLC, a Georgia limited liability company, Sean T. O'Neill and The O'Neill Family Trust, by Betty O'Neill Newsom and Daniel J. O'Neill, its Trustees; c/o Daniel J. O'Neill	Antero Resources Appalachian Corporation	5/23/2012	Union Dist., Ritchie Co., WV; TM/P: 14/10; 14/13.1; 14/3	6/28/2012	316/981	Ritchie
Mountain Station							

5

Instrument Date	Grantor	Grantee	Execution Date	Tax ID / Parcel ID	Recording Date	Book/Page/ Film No.	County
Permanent Easement Agreement	Hattie Markle Jones	Antero Resources Appalachian Corporation	12/6/2012	Meade Dist., Tyler Co., WV; TM/P: 15/5	8/19/2013	423/723	Tyler
OHIO							
Lease Agreement	W. Richard Robertson and L. Sue Robertson	Antero Resources Corporation	8/1/2013	36-0021031.000	N/A	N/A	Noble
Option and Permanent Easement Agreement	W. Richard Robertson and L. Sue Robertson	Antero Resources Appalachian Corporation	6/18/2013	36-0021031.000	9/23/2013	231/679	Noble
Memorandum of Lease Agreement	W. Richard Robertson and L. Sue Robertson	Antero Resources Corporation	8/1/2013	36-0021031.000	9/23/2013	231/674	Noble
Lease Agreement	J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	8/1/2013	36-0021039.000 and 36-0021042.000	N/A	N/A	Noble
Permanent Easement Agreement (Pipelines)	J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	8/1/2013	36-0021039.000 and 36-0021042.000	9/23/2013	231/696	Noble
Permanent Easement Agreement (Access)	J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	8/1/2013	36-0021039.000 and 36-0021042.000 and 36-0021039.000 and 36-	9/23/2013	231/712	Noble

Permanent Easement Agreement (Utilities)	J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	8/1/2013	0021042.000 36- 0021039.000 and 36-	9/23/2013	231/704	Noble
Memorandum of Lease Agreement	J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	8/1/2013	0021042.000	9/23/2013	231/690	Noble
Crum Compressor Station							
Option Agreement and Permanent Easement Agreement	Carla Jean Crum, Debra Ann Foraker, Gary Brett Baker and Terry Quaye Hague	Antero Resources Appalachian Corporation	6/1/2013	31-0021106 & 31-0051218	1/29/2014	239/729	Noble

6

Instrument Date	Grantor	Grantee	Execution Date	Tax ID / Parcel ID	Recording Date	Book/Page/ Film No.	County
Upper Hill Compressor Station							
Lease Agreement	Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	2/12/2013	37- 0011295.000 and 37- 0021294.000	N/A	N/A	Noble
Permanent Easement Agreement (Pipelines)	Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	2/12/2013	37- 0011295.000 and 37- 0021294.000	3/5/2013	219/726	Noble
Permanent Easement Agreement (Access)	Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	2/12/2013	37- 0011295.000 and 37- 0021294.000	3/5/2013	219/734	Noble
Permanent Easement Agreement (Utilities)	Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	2/12/2013	37- 0011295.000 and 37- 0021294.000	3/5/2013	219/742	Noble

7

Instrument Date	Grantor	Grantee	Execution Date	Tax ID / Parcel ID	Recording Date	Book/Page/ Film No.	County
Memorandum of Lease Agreement	Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	2/12/2013	37- 0011295.000 and 37- 0021294.000	3/5/2013	219/719	Noble

8

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	CLINE	FLUHARTY, MICHAEL D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	6/14/2013	6-15-1	8/19/2013	311/188 #181734	NOT REQUIRED	DODDRIDGE
WV	COASTAL HILLTOP	NICHOLSON, MILTON DEAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/29/2011	6-12-30	10/24/2012	303/572 #167994	NOT REQUIRED	DODDRIDGE
WV	COASTAL HILLTOP	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PIPELINE RIGHT OF WAY AGREEMENT	7/2/2012	6-12-17	10/5/2012	303/302 #167312	GRANTOR'S PRIOR WRITTEN CONSENT REQUIRED	DODDRIDGE
WV	ERWIN VALLEY	HINTERER, DOLORES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/26/2012	6-19-2	10/3/2012	303/234 #167162	NOT REQUIRED	DODDRIDGE
WV	ERWIN VALLEY	BURTON, VIVIAN E. & DELANEY, LORETTA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/28/2011	6-15-12	4/10/2012	298/687 #161754	NOT REQUIRED	DODDRIDGE
WV	ERWIN VALLEY	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/19/2012	6-19-12 6-19-11 6-19-1	11/20/2012	304/103 #168828	NOT REQUIRED	DODDRIDGE
WV	ERWIN VALLEY	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT AGREEMENT	9/14/2012	6-19-12 6-19-11 6-19-1	11/27/2012	304/115 #168875	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	HWY 50 XING CANTON WATER	KEY OIL COMPANY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	4/19/2013	8-12-50	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING CANTON WATER	KEY OIL COMPANY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	4/19/2013	8-12-51	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XINGCANTON WATER	BIG "D" ENTERPRISES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/24/2013	8-12-798-12-808-13-148-13-16	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	IKE	JETT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	5/28/2013	6-11-1	12/6/2013	318/549 #188590	NOT REQUIRED	DODDRIDGE
WV	IKE	YEAGER, CHARLES, III	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/17/2013	6-11-4	9/9/2013	312/314 #182763	NOT REQUIRED	DODDRIDGE
WV	KRAMER	KRAMER, CELEITA A.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	9/19/2012	8-9-4	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	KRAMER	MOORE, DWIGHT E. & TINA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	9/19/2012	3-13-17	N/A	N/A	NOT REQUIRED	DODDRIDGE

10

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	KRAMER	MOORE, DWIGHT E. & TINA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/19/2012	3-13-17	3/5/2014	321/443 #194713	NOT REQUIRED	DODDRIDGE
WV	KRAMER	MOORE, DWIGHT E. & TINA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	9/19/2012	3-13-17	9/19/2013	313/233 #183425	NOT REQUIRED	DODDRIDGE
WV	LEMLEY	MOUNT SALEM REVIVALGROUNDS, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	4/12/2013	3-13-10.1	N/A	N/A	NO REQUIRED	DODDRIDGE
WV	LEMLEY	MOUNT SALEM REVIVAL GROUNDS, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION AND PERMANENT EASEMENT AGREEMENT	4/12/2013	3-13-10.1	PENDING	PENDING	NO REQUIRED	DODDRIDGE
WV	LOWTHER	MCCLAIN, ROGER A., ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	6-8-40	9/12/2013	312/501 #183037	NOT REQUIRED	DODDRIDGE
WV	LOWTHER	LOWTHER, KENNETH, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/23/2013	6-8-4	12/6/2013	318/528 #188586	NOT REQUIRED	DODDRIDGE
WV	LOWTHER	BOWYER, NOMA SUE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/9/2013	6-8-5	12/6/2013	318/521 #188585	NOT REQUIRED	DODDRIDGE

11

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	LOWTHER	KEPLINGER, DALE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/11/2013	6-8-17	12/6/2013	318/514 #188584	NOT REQUIRED	DODDRIDGE
WV	MCGILL	CLARK, TERESA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	5/28/2013	1-10-19	9/4/2013	312/204 #182515	NOT REQUIRED	DODDRIDGE
WV	MELODY	LEMASTERS, BARBARA KAY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-2-16	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	MELODY	ROBERTS, MABELKIMBALL, BOREMANKIMBALL, MARVINGRIFFIN, VIRGINIALEMASTERS, BARBARAKIMBALL, CHARLESKIMBALL, JOSEPHKIMBALL, MICHAEL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-2-16	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	MELODY	GRIFFIN, VIRGINIA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIMBALL, BOREMAN R.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIMBALL, JOSEPH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE

12

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	MELODY	KIMBALL, MARVIN G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIMBALL, MICHAEL S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	GRAY, FREDERICK AND ALLISON	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	3/9/2012	3-16-2.1	3/28/2012	297/586 #161378	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	MEANS, KEVIN M. AND CINDY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/18/2013	6-8-36	4/18/2013	312/456 #182973	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	COMSTOCK IRREVOCABLE TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	7/16/2013	6-8-39	9/11/2013	312/446 #182971	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	MCCLAIN, ROGER A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	6-8-40	9/12/2013	312/501 #183037	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	LUOTTO, JOHN A	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/18/2013	6-11-2	9/19/2013	313/215 #1836421	NOT REQUIRED	DODDRIDGE

13

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
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WV	NEW MILTON	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	METER & VALVE SITE RIGHT OF WAY AGREEMENT	6/28/2013	6-8-35 6-12-1	1/9/2014	319/623 #190624	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD RIGHT OF WAY AGREEMENT	6/28/2013	6-8-35 6-12-1	1/9/2014	319/623 #190624	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PIPELINE AGREEMENT	8/28/2013	6-8-35 6-12-1	1/9/2014	319/623 #190624	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	COMSTOCK IRREVOCABLE TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/7/2013	6-8-39	1/9/2014	319/47 #190609	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	10/2/2012	5-17-12	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY	12/8/2012	5-17-12	9/16/2013	426/270 #77765	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	4/24/2014	5-17-12	PENDING	PENDING	NOT REQUIRED	DODDRIDGE

14

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/2/2012	5-17-12	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	PENNINGTON NO.	MORRIS, IKE (I L)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/10/2013	6-7-1	1/9/2014	319/608 #190621	NOT REQUIRED	DODDRIDGE
WV	PENNINGTON NO.	JETT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/28/2013	6-11-1	12/6/2013	318/549 #188590	NOT REQUIRED	DODDRIDGE
WV	PRATT LAT	JACKSON, VANCE	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMAMENT EASEMENT	11/8/2012	3-8-3	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	PRATT LAT	HIGGINBOTHAM, PAMELA ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	EXTENSION OF OPTION	11/6/2012	3-8-6	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	PRATT LAT	PRATT, CLARENCE O. AND JUANITA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMAMENT EASEMENT	5/23/2012	3-8-11	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	PRATT LAT	PRATT, CLARENCE O. AND JUANITA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	EXTENSION OF OPTION	11/8/2012	3-8-11	N/A	N/A	NOT REQUIRED	DODDRIDGE

15

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	REVIVAL	WILLIAMS, JERRY L. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/24/2012	3-13-9	PENDING	PENDING	NOT REQUIRED	DODDRIDGE

WV	REVIVAL	MOUNT SALEM REVIVAL GROUNDS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	12/17/2012	3-13-15.1	3/15/2014	321/436 #194712	NOT REQUIRED	DODDRIDGE
WV	REVIVAL	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	10/10/2012	3-13-17 3-13-21 3-13-22	11/5/2013	316/616 #186375	NOT REQUIRED	DODDRIDGE
WV	REVIVAL	WILLIAMS, LARRY G. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	12/15/2012	3-13-9.1	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	RJ SMITH	CHESTNUT GROVE CHRISTIAN CHURCH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/21/2013	3-5-30.1			NONE REQUIRED	DODDRIDGE
WV	ROBERT WILLIAMS	WILLIAMS, ROBERT C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/25/2013	1-15-6.4	1/9/2014	319/525 #190606	NONE REQUIRED	DODDRIDGE
WV	ROY	WRIGHT, JAMES N. & TAMMY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/15/2012	5-11-20	OPTION ONLY	OPTION ONLY	NOT REQUIRED	DODDRIDGE

16

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	ROY	LEMASTERS, HAZEL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY	10/15/2012	5-11-5.2	1/9/2014	319/582 #190615	NOT REQUIRED	DODDRIDGE
WV	ROY	LEMASTERS, HAZEL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/5/2012	5-11-5; 5-11-5.2; 5-11-5.3	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	ROY	FERREBEE, DAVID & BETTY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY	10/11/2012	5-5-5 5-5-12	9/11/2013	312/416 #182964	NOT REQUIRED	DODDRIDGE
WV	ROY	FERREBEE, DAVID & BETTY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/11/2012	5-5-5; 5-5-12	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	RUDDY	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	RELEASE AND AGREEMENT TO CHANGE LOCATION OF EASEMENT	1/15/2013	6-19-11 6-19-12	3/5/2014	321/411 #194706	NOT REQUIRED	DODDRIDGE
WV	RUDDY	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	3/19/2012	6-19-11 6-19-12 6-19-1	11/20/2012	304/103 #168828	NOT REQUIRED	DODDRIDGE
WV	RUDDY	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	3/19/2012	6-19-11 6-19-12 6-19-1	11/20/2012	304/103 #168828	NOT REQUIRED	DODDRIDGE

17

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	SUA	MANCUSO, ANTHONY	ANTERO RESOURCES APPALACHIAN CORPORATION	GROUND LEASE	10/6/2011	1-10-3			NOT REQUIRED	DODDRIDGE
WV	SUA	BARNES, RONALD G	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT (PIPEYARD)	6/9/2012	6-1-10.03	10/15/2013	315/384 #184756	NOT REQUIRED	DODDRIDGE
ANTERO										

WV	VOGT	JOELYNN FAMILY PRESERVATION	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/20/2012	1-9-7	2/22/2013	305/289 #172463	NONE REQUIRED	DODDRIDGE
WV	WHITEHAIR	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/2/2012	6-12-17	10/5/2012	303/302 #167312	REQUIRED WITH WRITTEN CONSENT	DODDRIDGE
WV	WILLARD	MCCLAIN, ROGER A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	6-4-31 6-4-31.1	9/12/2013	312/501 #183037	NOT REQUIRED	DODDRIDGE
WV	WVCS	NICHOLSON, RICHARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	3/15/2013	6-12-33	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT	2/14/2012	6-12-34	3/2/2012	297/273	NOT REQUIRED	DODDRIDGE

18

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	WVCS	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TANKER PIPELINE AREA AGREEMENT	6/28/2012	6-12-34	9/9/2013	312/286	NOT REQUIRED	DODDRIDGE
WV	WVCS	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	DEED AND EASEMENT AGREEMENT	1/24/2012	6-12-34	3/2/2012	297/256	NOT REQUIRED	DODDRIDGE
WV	WVCS	MCCLAIN, ROGER ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	6/19/2013	6-8-40	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	2/15/2013	7-11-1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	HAYES, SHIRLEY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	4/26/2013	5-12-3	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	MOORE, EMMA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	4/24/2013	5-18-4	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	3/7/2013	8-19-25	N/A	N/A	NOT REQUIRED	DODDRIDGE

19

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	WVCS	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	5/9/2013	2-1-10.1; 2-1-11	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	PENNINGTON, DEAN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	3/20/2013	3-16-21 3-17-28	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	GLASPELL, SHAWN	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	4/20/2013	5-11-34; 5-11-34.2	N/A	N/A	NOT REQUIRED	DODDRIDGE
		SPERRY	ANTERO RESOURCES APPALACHIAN	GROUND					NOT	

WV	SUA	HARDWOODS, INC.	CORPORATION	LEASE	6/6/2012	18-282-62			REQUIRED	HARRISON
WV	SUA	SPERRY HARDWOODS, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	GROUND LEASE	6/6/2012	18-282-62			NOT REQUIRED	HARRISON
WV	WVCS	MATHEY, WILLIS LEE, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	5/1/2010	18-262-1	11/13/2011	1501/28	NOT REQUIRED	HARRISON
WV	WVCS	CORDER, GERALD WAYNE, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	LEASE	10/13/2011	20-361-10	40856	1479/616 #201100055303	NOT REQUIRED	HARRISON

20

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	WVCS	CORDER, GERALD WAYNE, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	LEASE	10/13/2011	20-361-10	40856	1479/616 #201100055303		HARRISON
WV	WVCS	CORDER, GERALD WAYNE, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	12/16/2011	20-361-11	4/2/2012	1486/976 #201200015178	NOT REQUIRED	HARRISON
WV	WVCS	CORDER, GERALD WAYNE, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT (ROAD)	3/16/2012	20-361-11	41001	1486/981 #201200015181	NOT REQUIRED	HARRISON
WV	WVCS	HURST, CLARA MAE	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	3/10/2009	20-403-4	6/24/2009	1433/1196 #200900020750	NOT REQUIRED	HARRISON
WV	WVCS	ROSS, MIKE AND IKE MORRIS	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	2/5/2010	7-285-16	2/19/2011	1442/686	NOT REQUIRED	HARRISON
WV	WVCS	MALE, KIMBERLY A	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	1/24/2009	7-285-51	2/18/2009	1427/937	NOT REQUIRED	HARRISON
OH	MONROE LATERAL	MONROE FAMILY FARM, LTD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/2/2013	21-008020.000	3/6/2014	267/340-346 #201400073986	CONSENT TO ASSIGN NOT REQUIRED	MONROE

21

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	MONROE LATERAL	MCDUGAL, RICK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT	10/17/2012 OPT EXT. 5/4/13	21-009025.0000			GRANTEE SHALL NOTIFY GRANTOR WITHIN 90 DAYS, IF AND WHEN ANY ASSIGNMENT TO A NON-AFFILIATE OR NONSUBSIDIARY TO GRANTEE; FAILURE SHALL NOT AFFECT TRANSFERABILITY OF VALIDITY OF EASEMENT	MONROE
OH	MONROE LATERAL	BRIGGS, BOBBY & CANDY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/18/2012 OPT EXT. 5/4/13	21-009003.0000	3/6/2014	267/306-313 #201400073988	CONSENT TO ASSIGN NOT REQUIRED	MONROE
									GRANTEE SHALL NOTIFY GRANTOR WITHIN 90 DAYS, IF AND	

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	MONROE LATERAL	MCDUGAL, RICK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/17/2012 OPT EXT. 5/4/13	21-009025.0000 21-008013.0000	3/6/2014	267/332-339 #201400073989	WHEN ANY ASSIGNMENT TO A NON-AFFILIATE OR NONSUBSIDIARY TO GRANTEE; FAILURE SHALL NOT AFFECT TRANSFERABILITY OF VALIDITY OF EASEMENT	MONROE

OH	MONROE LATERAL	KLINKENBERG, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/21/2013	21-008014.0000	3/11/2014	267/306-312 201400073986	CONSENT TO ASSIGN NOT REQUIRED	MONROE
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22

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	MONROE LATERAL	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/9/2013	21-009008.00021-009007.0000	3/6/2014	267/314-322 #201400073987	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	OHIO-COMP SITE	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO PURCHASE AGREEMENT	10/4/2013 OPT ETX SIGNED 9/20/13	21-018007.0000			CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	OHIO-COMP SITE	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO PURCHASE AGREEMENT	9/13/2013 OPT EXT SIGNED	21-0100060.0000 21-0100070.0000 20-0100030.0000 20-0100040.0000 20-0100020.0000 21-0100080.0000 21-0100050.0000			CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	WILLS, SHELBA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2012	20-010001.0000 21-011006.0000	6/12/2013	244/541-548 #201300068539	NOT REQUIRED	MONROE
OH	REUSSER	RUBEL, JEFFERY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/10/2012	20-0100160.0000 20-010010.0000 20-0110020.0000	6/12/2013	244/576-583 #201300068542	NOT REQUIRED	MONROE
OH	REUSSER	RUBEL, JEFFERY	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT AGREEMENT	3/19/2013	20-0100160.0000 20-010010.0000 20-0110020.0000	6/12/2013	244/584-592 #201300068543	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	WILLS, SHELBA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	5/21/2013	20-010001.0000 20-017001.0000			CONSENT TO ASSIGN IS NOT REQUIRED	MONROE

23

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
		DAVIDSON,	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT				244/553-575	GRANTEE SHALL NOTIFY GRANTOR WITHIN 90 DAYS IF, AS AND WHEN ANY ASSIGNMENT OF THE PIPELINE EASEMENT OCCURS TO ANY NON-AFFILIATE OR NON-SUBSIDIARY OF GRANTEE. HOWEVER, FAILURE TO PROVIDE GRANTOR SUCH NOTICES SHALL NOT AFFECT THE TRANSFERABILITY OR VALIDITY OR ENFORCEMENT OF	

OH	REUSSER	CARRIE ET ALL	CORPORATION	AGREEMENT	5/11/2013	20-011001.000	6/12/2013	#201300068451	THIS EASEMENT	MONROE
OH	REUSSER	ESCHLIMAN, MARY M. & JOHN D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/1/2013	20-014005.0000 20-014011.0000	9/19/2013	252/682-689 #201300070487	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	SCOTT, MARY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/31/2012	20-015010.000 20-016010.000	6/12/2013	244/602-610 #201300068546	NOT REQUIRED	MONROE
OH	REUSSER	BIEDENBACH, ARTHUR	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/2/2013	20-0150160.000	6/12/2013	244/621-630 #201300068548	NOT REQUIRED	MONROE

24

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	REUSSER	OLIVER, JOHN N., SR.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/19/2013	20-015005.000	6/12/2013	244/657-664 #201300068552	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BIEDENBACH, DENNIS & ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/31/2012	20-0150120.000	6/12/2013	244/689-696 #201300068556	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BIEDENBACH, DENNIS & ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	6/2/2013	20-0150120.000	6/12/2013	244/697-700 #201300068557	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BIEDENBACH, DENNIS & ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	6/5/2013	20-015012.000	9/19/2013	252/690-694 #201300070488	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	KUHN JOSEPH ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	3/29/2013	20-016005.1 20-016005 20-017006 21-011010	9/19/2013	252/668-678 201300070485	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	REUSSER	HEFT, JR., URBAN LEWIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/26/2013	21-011012.000	6/12/2013	244/673-680 #201300068552	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BLACKSTONE, DAVID & NICOLYN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/31/2012	21-016008.000 20-016004.000	6/12/2013	244/681-688 #20130006855	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE

25

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	REUSSER	BLACKSTONE, DAVID & NICOLYN	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	4/18/2013	20-016008.000	NOT RECORDED		CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	DICK, CORNELIUS & CAROLYN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/20/2013	22-001002 20-015003 20-015003.1	6/12/2013	244/649-656 #201300068551	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	HILL, LINDA K. & SCHWABEN, KATHY J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/12/2013	22-002009.000	6/12/2013	244/593-601 #201300068545	NOT REQUIRED	MONROE
OH	REUSSER	BETTS FAMILY TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/7/2013	22-0020040.000 20-0140080.000	6/12/2013	244/611-620 #201300068547	NOT REQUIRED	MONROE
OH	REUSSER	DICK, JOSEPH A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/30/2012	22-002010.000 22-002001.0000	6/12/2013	244/641-648 #201300068550	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE

OH	REUSSER	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/17/2013	20-0100040000; 20-0100020000; 20-0100030000; 21-0100050000; 21-0100060000; 21-0100070000; 21-0100080000	6/12/2013	244/701-708 #201300068558	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
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OH	REUSSER	BURKHART, LEONARD E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/12/2013	200150070000 220010040000	6/12/2013	244/631-640 #201300068549	NOT REQUIRED	MONROE
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26

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	REUSSER	KUHN JOSEPH ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	5/14/2013	200160050000 210160051000 210110100000	9/19/2013	252/663-667 #20130007084	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	HILL CS LAT	DRAKE, JEFF & GREGG	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/23/2012	05-0021098.000	10/9/2012	211/779-788 #201200056315	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	WILLIAMSON, NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/19/2012	05-0021101.000	10/9/2012	211/771-778 #201200056314	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	HILL, SCOTT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	7/27/2012	05-0021106.000	10/12/2012	212/107-116 #201200056431	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	HILL, SCOTT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/13/2012	05-0021106.000 05-0050836.000	10/9/2012	211/762-770 #201200056313	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COOPER, SAMMY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/25/2012	05-0021179.000	10/9/2012	211/789-796 #201200056316	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COOPER, SAMMY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	6/25/2012	05-21179.000	10/12/2012	212/101-106 #20120005630	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

27

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	HILL CS LAT	SCHEETZ, JON & MELANIE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	5/16/2013	31-0021267.000	7/26/2013	227/1125-1128 #201300060466	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	SCHEETZ, JON & MELANIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/16/2012	31-0021267.000 31-0021268.000	7/26/2013	227/1112-1124 #201300060467	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	SCHEETZ, JON & MELANIE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	2/15/2013	31-0021267.000 31-0021268.000	7/26/2013	227/1121-1124 #201300060465	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	REEVES, RODNEY & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/13/2012	31-0021267.001	7/26/2013	227/1129-1136 #201300060467	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	REEVES, RODNEY & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	2/19/2013	31-0021267.001	7/26/2013	227/1137-1140 #210300060468	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, KIEL & SHIRLEY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/20/2013	31-0021269.003	7/26/2013	227/1098-1105 #201300060462	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	HILL CS LAT	MILEY, KIEL & SHIRLEY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	1/20/2013	31-0021269.003	7/26/2013	227/1106-1111 #201300060463	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
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28

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	HILL CS LAT	MILEY, KIEL & SHIRLEY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	1/20/2013	31-0021269.007	7/26/2013	227/1106-1111 #201300060463	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	JUSTICE, TIMOTHY L	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	6/21/2013	31-0021274.000	7/26/2013	227/1088-1092 #201300060460	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	JUSTICE, TIMOTHY L	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT -	6/21/2013	31-0021274.000	7/26/2013	227/1093-1097 #201300060461	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	JUSTICE, TIMOTHY L	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/19/2013	31-0021275.000	7/26/2013	227/1080-1087 #201300060459	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	BLAKNEY, MATTHEW	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/25/2012	31-0021276.000	7/26/2013	227/1077-1079 #201300060458	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	NEUHART, JOHN PAUL JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/8/2012	31-0021331.000 32-21311.000	7/26/2013	227/951-960 #201300060436	NOT REQUIRED	NOBLE
OH	HILL CS LAT	TRAILWAY INVESTMENTS, LLC - PAUL MILLER	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	2/5/2013	31-0051214.001	4/23/2013	222/493-498 #201300059911	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

29

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	HILL CS LAT	TRAILWAY INVESTMENTS, LLC - PAUL MILLER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/5/2013	31-0051214.001	4/23/2013	227/897-904 #201300060429	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	TRAILWAY INVESTMENTS, LLC - PAUL MILLER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/10/2013	31-0051214.001	7/26/2013	227/905-911 #201300059110	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/13/2013	31-0051214.002	7/26/2013	227/1168-1173 #201300060473	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	6/19/2013	31-0051214.002	7/26/2013	227/1174-1177 #201300060473	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/9/2012	31-0051214.002 31-0021267.003	7/26/2013	227/1147-1155 #201300060470	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/6/2013	31-0051214.002 31-0021267.003	7/26/2013	227/1160-1167 #201300060472	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	2/19/2013	31-0051214.002 31-0021267.003	7/26/2013	227/1156-1159 #201300060471	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

30

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	HILL CS LAT	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	2/13/2013	31-0051214.005	4/23/2013	222/480-484 #201300059107	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/13/2013	31-0051214.005	9/19/2013	231/267-274 #201300061253	NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/1/2013	31-0051214.005	9/19/2013	231/285-292 #201300061256	NOT REQUIRED	NOBLE
OH	HILL CS LAT	NEUHART, GENE BRENT	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/8/2012	32-0021311.003	7/26/2013	227/943-950 #201300060453	NOT REQUIRED	NOBLE
OH	HILL CS LAT	RICH, CARL & JANE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/11/2013	32-0021313.000	7/26/2013	227/935-942 #201300060434	NOT REQUIRED; GRANTOR NOTIFY GRANTEE OF ASSIGNMENT AND CONTACT INFORMATION WITHIN 90 DAYS, IF AND WHEN ASSIGNMENT DOES OCCUR WITH OR NONSUBSIDIARY OR NON- AFFILIATE OF GRANTEE,	NOBLE
OH	HILL CS LAT	DETTRA, TODD & TABITHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/9/2013	32-0021315.000	7/26/2013	227/1030-1037 #201300060451	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

31

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	HILL CS LAT	DETTRA, LANNY & SUSAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/21/2012	32-0021315.002	7/26/2013	227/1056-1063 #201300060455	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	LEACH, LARRY T. JR. & TRUDI	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/9/2013	32-0021315.007	7/26/2013	227/1043-1050 #201300060453	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	HILL, JEFFREY SCOTT & TAMMY Y., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/2/2013	32-0021323.000 37-0011332.000	7/26/2013	227/912-919 #201300060431	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	HILL, JEFFREY S., TRUSTEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/11/2013	37-0011330.000 37-0011332.000	7/26/2013	227/920-927 #201300060432	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/25/2012	31-0021340.000	4/23/2013	222/713-720 #201300059143	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/7/2012	31-0021340.000	4/23/2013	222/721-725 #201300059144	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	2/2/2013	31-0021340.000	4/23/2013	222/726-731 #201300059145	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

32

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	MILEY	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/25/2012	31-0021356.000	4/23/2013	222/732-738 #201300059146	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASMENT	11/9/2012	31-0021356.000	4/23/2013	222/739-743 #201300059147	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/4/2012	31-0021357.000	4/23/2013	222/744-751 #201300059148	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	10/25/2012	31-0021357.000	4/23/2013	222/752-745 #201300059149	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/22/2012	31-0021358.000	4/23/2013	222/755-763 #201300059150	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	10/27/2012	31-0021358.000	4/23/2013	222/764-765 #201300059151	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/30/2013	31-0021233.000	10/8/2013	233/97-105 #201300061693	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/30/2013	31-0021235.000	10/8/2013	233/97-105 #201300061693	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0021235.000	10/8/2013	233/106-109 #201300061694	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0021235.000 31-0051215.000 31-0021233.000	10/8/2013	233/106-109 #201300061694	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	FRAKES, I. ROLFE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	5/30/2013	31-0021237.000 31-21236.000 31-21230.000	3/7/2014	242/609	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	FRAKES, I. ROLFE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/16/2012	31-0021237.000 31-21236.000 31-21230.000	5/30/2014	241/335-343 #201400063676	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	5/30/2013	31-0021240.000	10/8/2013	233/78-82 #201300061689	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/16/2012	31-0021240.000	10/8/2013	233/66-77 #201300061688	NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
			ANTERO							

OH	MYRON	LAW, MYRON & CYNTHIA	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	5/30/2013	31-0021240.000	10/8/2013	233/78-82 #201300061689	NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN L. & BATES, TIMOTHY S., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/23/2013	31-0021262.000	10/8/2013	233/49-53 #201300061685	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN L. & BATES, TIMOTHY S., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/23/2012	31-0021262.000	10/8/2013	233/40-48 #201300061684	NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN L. & BATES, TIMOTHY S., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	6/10/2013	31-0021262.000	10/8/2013	233/49-53 #201300061685	NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN L. & BATES, TIMOTHY S., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	7/18/2013	31-0021262.000	10/8/2013	233/54-56 #201300061686	NOT REQUIRED	NOBLE
OH	MYRON	REEVES, RODNEY & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	5/30/2013	31-0021267.001	7/26/2013	227/1141-1146 #201300060469	NOT REQUIRED	NOBLE
OH	MYRON	REEVES, RODNEY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT (EXHIBIT)	9/13/2013	31-0021267.001	10/8/2013	233/28-31 #201300061682	NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	MYRON	REEVES, RODNEY & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/26/2013	31-0021267.001	10/8/2013	233/32-39 #201300061683	NOT REQUIRED	NOBLE
OH	MYRON	MILLER, LOIS JANE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	31-0021270	12/3/2013	236/330 #201300062509	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	MILLER, LOIS JANE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	31-0021270	12/3/2013	236/330 #201300062509	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0051215.000	10/8/2013	233/106-109 #201300061694	NOT REQUIRED	NOBLE
OH	MYRON	ADAMIK, THOMAS & JACQUELINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/22/2012	31-0051216.000	10/8/2013	233/124-131 #201300061698	NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO PURCHASE AGREEMENT	9/13/2013 OPT EXT SIGNED	23-0021137.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO LEASE AGREEMENT	EXTENDED THROUGH 9/29/2015	31-0021340.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	OHIO-COMP SITE	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO LEASE AGREEMENT	EXTENSION THROUGH 10/5/2015	31-0021356.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
	OHIO-		ANTERO RESOURCES	OPTION TO					CONSENT TO ASSIGN IS	

OH	COMP SITE	J. J. DETWEILER ENTERPRISES, INC	APPALACHIAN CORPORATION	LEASE AGREEMENT	4/15/2013	36-0021039.000			NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	HILL, JEFFREY SCOTT & TAMMY Y., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO LEASE AGREEMENT	12/19/2012	37-0021195.000 37-0021194.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	RICH	RICH, LOUISE ANNETTE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/30/2013	31-0021366.000	4/23/2013	222/526-536 #201300059115	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	RICH	MILEY, JACK R., TRUSTEE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/28/2013	31-0021369.000	4/23/2013	222/512-519 #201300059113	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	RICH	MILEY, JACK R., TRUSTEE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	11/12/2012	31-0021369.000	4/23/2013	222/520-525 #201300021253	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, ARDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	31-0021353.000	12/3/2013	236/426-433 #201300062524	NOT REQUIRED	NOBLE

37

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
OH	ROBERT	MILEY, ARDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	8/6/2013	31-0021353.000	12/3/2013	236/434-438 201300062525	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, ROBERT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	31-0021354.000 31-0021355.000	12/3/2013	236/414-421 #201300062522	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, ROBERT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	6/29/2013	31-0021355.000	12/3/2013	236/422-425 #201300062523	NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, JACK, TRUSTEE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	7/1/2013	31-0021359.000	12/3/2013	236/439-446 #201300062526	NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, JACK, TRUSTEE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/1/2013	31-0021359.000	12/3/2013	236/439-446 #201300062526	NOT REQUIRED	NOBLE
OH	ROE	ROE, RUBY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	01-0021352.000	4/1/2014	244/548 201400064351	NOT REQUIRED	NOBLE
OH	ROE	ROE, RUBY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	8/2/2013	01-0021352.000	4/1/2014	244/557 201400064352	NOT REQUIRED	NOBLE

38

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
OH	ROE	CARPENTER, SAHWN Q. & HERBERT	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/23/2013	01-0021355.000	4/1/2014	244/537 201400064349	NOT REQUIRED	NOBLE
OH	ROE	CARPENTER, MAX ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/30/2013	01-0050092.000	4/1/2014	244/563 201400064353	NOT REQUIRED	NOBLE
OH	ROE	CARPENTER, MAX ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/30/2013	01-0050092.000	4/1/2014	244/563 201400064353	NOT REQUIRED	NOBLE

OH	ROE	DOLLSION, RICHARD & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/26/2013	01-21324.000	4/1/2014	244/530 201400064348	NOT REQUIRED	NOBLE
OH	SCHROEDER	ZALEHA, ANDY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/22/2013	07-0021147.000	4/23/2013	222/699-706 #201300059141	NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/3/2012	07-0021148.000	4/23/2013	222/791-798 #201300059155	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/3/2012	07-0021148.000 07-0021148.000 31-0051154.000	4/23/2013	222/791-798 #201300059155	NOT REQUIRED	NOBLE

39

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
OH	SCHROEDER	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	3/4/2013	31-0021358.000	4/23/2013	222/812-815 #201300059158	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	6/26/2013	31-0021358.000	7/26/2013	227/990-993 #201300060443	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/4/2012	31-0021370.000 31-0021358.000	4/23/2013	222/803-811 #201300059157	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/3/2012	31-0051154.000	4/23/2013	222/791-798 #201300059155	NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	2/27/2013	31-0051154.000	4/23/2013	222/799-802 #201300059156	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WAYNE	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	2/1/2013	31-0021264.000	4/23/2013	222/457-463 #201300059104	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WAYNE	TRAILWAY INVESTMENTS, LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/25/2012	31-0051214.001	4/23/2013	222/485-492 #201300059109	NOT REQUIRED	NOBLE

40

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
OH	WAYNE	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2012	31-0051214.005	4/23/2013	222/447-456 #201300059103	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WAYNE	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	2/1/2013	31-0051214.005	4/23/2013	222/457-463 #201300059104	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WAYNE	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	10/29/2012	31-0051214.005	4/23/2013	222/464-469 #201300059105	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
WV	CAMPBELL	ANTILL - O'NEIL HEIRS	ANTERO RESOURCES APPALACHIAN CORPORATION	DEED AND EASEMENT	5/23/2012	10-14-3.1 10-14-10	6/28/2012	322/41	NOT REQUIRED	RITCHIE

ANTERO

WV	CHARLENE	ROBINSON, LISA D.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/13/2012	3-13-24	1/30/2014	324/416 #20140000499	NOT REQUIRED	RITCHIE
WV	CHARLENE	WAGGONER, EDDY D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY	11/3/2012	3-13-20; 3-13-19; 3-13-21	1/30/2014	324/294 #20140000482	NOT REQUIRED	RITCHIE
WV	CHARLENE	WAGGONER, EDDY D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/12/2012	3-13-20; 3-13-19; 3-13-21	1/30/2014	324/484 #20140000509	NOT REQUIRED	RITCHIE

41

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	CHARLENE	JACKSON, KENNETH H. JR. & NANCY SUE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/23/2012	3-19-9.1	1/30/2014	324/304 #20140000484	NOT REQUIRED	RITCHIE
WV	IRELAND	ANTILL/O'NEILL	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT	5/23/2012	10-14-10 10-14-3.1 10-14.3	6/28/2012	316/987 #201200002133	NOT REQUIRED	RITCHIE
WV	RICHARDS	MCKINNEY, FRED & SHARON J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/18/2012	10-8-5	9/11/2013	322/992 #201300004220	NOT REQUIRED	RITCHIE
WV	RICHARDS	MCKINNEY, FRED & SHARON J.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT (ADDITIONAL LINE)	11/20/2012	10-8-5	9/11/2013	322/992 #201300004220	NOT REQUIRED	RITCHIE
WV	RICHARDS	MCKINNEY, FRED & SHARON J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/18/2012	10-8-5	9/11/2013	322/1006 #201300004222	NOT REQUIRED	RITCHIE
WV	RICHARDS	LANGFORD, JACK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2012	10-8-6	10/2/2012	318/642 #201200004721	NOT REQUIRED	RITCHIE
WV	RICHARDS	LANGFORD, JACK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/3/2012	10-8-6	8/21/2013	322/699 #201300003939	NOT REQUIRED	RITCHIE

42

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	RICHARDS	RICHARDS, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2012	10-8-7	9/24/2013	323/10 #201300004412	NOT REQUIRED	RITCHIE
WV	RICHARDS	RICHARDS, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	11/29/2012	10-8-7	5/28/2013	321/742 #2013000002519	NOT REQUIRED	RITCHIE
WV	RICHARDS	RICHARDS, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	11/29/2012	10-8-7	5/28/2013	321/742 #2013000002519	NOT REQUIRED	RITCHIE
WV	RICHARDS	BERKLEY, JUNE C. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/3/2012	10-9-110-9-1.110-9-1.2	PENDING	PENDING	NOT REQUIRED	RITCHIE
		BERKLEY, JUNE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT				318/651	NOT	

WV	RICHARDS	C. ET AL	CORPORATION	AGREEMENT	5/21/2012	10-9-1.1	12/2/2012	#201200004723	REQUIRED	RITCHIE
WV	RICHARDS	BERKLEY, JUNE C. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	1/18/2012	10-9-1.1	1/30/2014	324/299 #201400000483	NOT REQUIRED	RITCHIE
WV	RICHARDS	CAMPBELL, JOHN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/30/2012	10-9-10.1	9/11/2013	322/1006 #201300004222	NOT REQUIRED	RITCHIE

43

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	RICHARDS	CAMPBELL, JOHN, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT (ADDITIONAL LINE)	11/15/2012	10-9-10.1	PENDING	PENDING	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	JACKSON, CRAIG ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/23/2013	3-20-1	1/31/2014	324/559 #201400000549	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	SHAHAN, RICHARD A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/28/2013	3-20-4	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	MCCULLOUGH, ELSIE L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/2/2012	39527	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	HURST, JEFFERY & BRENDA K.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/2/2013	3-14-11	1/30/2014	324/435 #201400000502	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	VAUGHAN, STEVEN EUGENE & MARY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/25/2012	3-13-12; 3-13-13	2/24/2014	326/91 #2014942	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	WELLS, ROGER D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	12/29/2012	3-13-18.1	PENDING	PENDING	NOT REQUIRED	RITCHIE

44

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	WALNUT WEST	WAGGONER, EDDY D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/12/2012	3-13-19; 3-13-20; 3-13-21	1/30/2014	324/484 #201400000509	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	BLANKENSHIP, DENNIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/4/2012 EXTENSION 12/4/2013	3-13-8; 3-13-8.1; 3-13-8.2	8/21/2013	322/703 #201300003940	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	BUTCHER, FLOYD T. III	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/1/2013	3-14-11.10	1/30/2014	324/449 #201400000504	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	JACKSON, STEVEN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/18/2013	3-14-22 3-14-9	1/30/2014	324/409 #201400000498	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	CUNNINGHAM, S.A.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	11/21/2012	3-20-5 3-20-5.1 3-20-5.2	N/A	N/A	NOT REQUIRED	RITCHIE
			ANTERO RESOURCES	OPTION FOR PERMANENT						

WV	WALNUT WEST	CUNNINGHAM, S.A.	APPALACHIAN CORPORATION	EASEMENT AGREEMENT	4/3/2013	3-20-5; 3-20-5.1; 3-20-5; 3-20-6	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WVCS	JACKSON, NORMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	5/14/2013	3-4-33	N/A	N/A	NOT REQUIRED	RITCHIE

45

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	WVCS	JACKSON, STEVEN	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	5/20/2013	3-14-9	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WVCS	WILLIAMSON, ANDREW, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE ACCESS ROAD	1/14/2012	10-14-3.2	9/4/2014	330/877 #20144967	NOT REQUIRED	RITCHIE
WV	WVCS	KNIGHT, TRACY C., ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	1/13/2012	10-14-3.3 10-9-21	1/30/2014	324/311 #201400000485	NOT REQUIRED	RITCHIE
WV	WVCS	KLEIN, BENITA	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	6/11/2013	3-8-1.1	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WVCS	KLEIN, BENITA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	2/27/2014	3-8-1.1			NOT REQUIRED	RITCHIE
WV	YOLANDA	WILLIAMSON, ANDREW & YOLANDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	1/14/2012	10-14-3.2	2/7/2013	318/951 #201300000530	NOT REQUIRED	RITCHIE
WV	YOLANDA	WILLIAMSON, ANDREW & YOLANDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	1/3/2013	10-14-3.2	2/7/2013	318/960 #201300000532	NOT REQUIRED	RITCHIE

46

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	ZINN	ZINN, ERNEST E. III	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/19/2013	3-14-20 3-14-20.2 3-14-20.1	4/15/2013	319/460 #201300001717	NOT REQUIRED	RITCHIE
WV	COASTAL	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PIPELINE RIGHT OF WAY AGREEMENT	7/18/2012	3-2-4.2 5-17-03	9/5/2013	425/167 #77237	GRANTOR'S PRIOR WRITTEN CONSENT REQUIRED	TYLER
WV	PIERPOINT	HOSKINS, L. GENE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/11/2012	1-14-1; 1-14-2 1-14-2.1; 1-14-3 1-11-23 1-11-24	3/20/2014	439/617 #84752	NOT REQUIRED	TYLER
WV	PIERPOINT	PIERCE, LEWIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/20/2012	3-9-23.1	9/4/2014	330/870 #20144966	NOT REQUIRED	TYLER
WV	SNIDER	SNIDER, TERRY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/17/2012	6-13-19	8/19/2013	423/774 #76558	NOT REQUIRED	TYLER
WV	SNIDER	RITCHIE PETROLEUM CORPORATION, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/16/2012	6-13-22	8/19/2013	423/744 #76554	NOT REQUIRED	TYLER
		RITCHIE PETROLEUM	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT					NOT	

WV	SNIDER	CORPORATION, INC.	CORPORATION	AGREEMENT	3/1/2013	6-13-22	9/16/2013	426/255 #77763	REQUIRED	TYLER
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47

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	SNIDER	HARPER, MATTHEW & SHAUNA	ANTERO RESOURCES APPALACHIAN CORPORATION	VALVE SITE	11/15/2012	6-13-14 6-13-15 6-13-16 6-13-17 6-13-18	8/21/2013	424/43 #76613	NOT REQUIRED	TYLER
WV	SNIDER	HARPER, MATTHEW & SHAUNA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/12/2013	6-13-15; 6-13-16; 6-13-17; 6-13-18	8/21/2013	424/50 #76614	NOT REQUIRED	TYLER
WV	SNIDER	RITCHIE PETROLEUM CORPORATION, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/8/2013	6-13-40 6-13-22	8/19/2013	423/763 #76556	NOT REQUIRED	TYLER
WV	WVCS	WOLFE, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	4/2/2013	6-12-40	N/A	N/A	NOT REQUIRED	TYLER
WV	WVCS	JONES, HATTIE M.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	6/20/2013	6-15-5	N/A	N/A	NOT REQUIRED	TYLER

48

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	SUA - GROUND LEASE	KIRK K. MILLER PROPERTIES LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT - PIPEYARD LEASE	10/1/2012	23-0085347.001, 23-0085343.002, 23-0085343.001, 23-0085345.001, 23-0079320.001, 23-0079308.001	NOT RECORDED		LESSEE SHALL NOT ASSIGN ITS INTEREST IN THIS LEASE OR SUBLEASE THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.	WASHINGTON
PA	ROBINSON	ROBISON, ROBERT C. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT	11/6/2012	700-001-00-00-0024-00			NOT REQUIRED	WASHINGTON
PA	ROBINSON	KELLER, JACK W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT	3/24/2012	700-001-00-00-0028-02	PENDING	PENDING	NOT REQUIRED	WASHINGTON
PA	ROBINSON	ROSS, DALE T. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT	3/9/2012	700-004-00-00-0009-00 700-004-00-00-0011-00	PENDING	PENDING	NOT REQUIRED	WASHINGTON
WV	WVCS	DOTSON, RENDAL, ET UX	ANTERO RESOURCES BLUESTONE CORPORATION	COMPRESSOR SITE AGREEMENT	7/22/2011	20-920-16	12/19/2011	295/169		DODDRIDGE
WV	BOBCAT TO EQT	SAMER, MATTHEW UNDERWOOD, DUSTIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/21/2013	5-29-33	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

49

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
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WV	BOBCAT TO EQT	BARKER, LAWRENCE, ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/26/2013	5-28-35	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	FRANKLIN, JEAN FRANKLIN, THOMAS FRANKLIN, RANDALL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/3/2013	5-29-2	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	CAYTON, PAUL D., TRUSTEE OF THE OAKS LAND TRUST	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/8/2013	5-30-2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	SWIGER, HOWARD LEE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/17/2013	5-30-7	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	JAMES, RUSSELL F. & LAURIE A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/11/2013	5-30-22			NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	PENNINGTON, DEAN R.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/30/2013	5-25-43 5-25-43.1 5-25-43.2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	HAYES, KENNETH, ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/23/2013	5-28-34.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

50

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	BOBCAT TO EQT	PRATT, RONALD L. AND ROSETTA M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/23/2013	5-29-23 5-29-23.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, ROBERT E, ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	5-29-23.3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, ROBERT E, ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/14/2013	5-29-23.3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, ROBERT E, ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/14/2013	5-29-23.3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, MARGARET K., ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	5-29-23.4	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, MARGARET K., ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/14/2013	5-29-23.4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	JAMES, FRANK & ARETTA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/15/2014	5-30-21 5-30-22.3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

51

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	BOBCAT TO EQT	MINNICK, TINA MARIE DAVIS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/11/2013	5-30-4 5-30-5.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	UNDERWOOD, RODNEY O. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	5-30-65-30-6.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
				PERMANENT ROAD ACCESS						

WV	CANTON EAST	SCHAFFER, MARY JANE, ET VIR	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT AND CONFIDENTIALITY AGREEMENT	10/4/2013	3-10-33	8/1/2014	332/187 #206508	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	SINES, NORMAN I., ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	10/6/2013	3-10-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	HILL, JAMES A	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/22/2011	3-10-15 3-10-9	12/22/2011	295/263 #158687	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	CURRAN, LYND A	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT AND CONFIDENTIALITY AGREEMENT	10/4/2013	3-10-23.2 3-10-33.2	8/1/2014	332/182 #206506	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	HILL, JAMES	ANTERO RESOURCES CORPORATION	TEMPORARY EASEMENT AGREEMENT	11/22/2011	3-10-8 3-10-9 3-10-14 3-10-15 3-10-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

52

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	CANTON EAST	MCMILLAN, RICHARD C	ANTERO RESOURCES CORPORATION	TEMPORARY EASEMENT AGREEMENT	9/12/2013	3-6-26.3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, NOLA SUE	ANTERO RESOURCES CORPORATION	TEMPORARY EASEMENT AGREEMENT	9/13/2013	3-6-26.4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, JOHN A.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	11/15/2013	3-9-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, JOHN A.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	11/15/2013	3-9-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, JOHN A.	ANTERO RESOURCES CORPORATION	PERMANENT ACCESS EASEMENT AGREEMENT	11/29/2013	3-9-2.1	8/1/2014	332/192 #206509	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON NORTH	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/17/2013	5-23-1	10/17/2013	315/501 #184947	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON NORTH COMPRESSOR SITE	FLEECE, SAMUEL J. ET UX	ANTERO RESOURCES CORPORATION	COMPRESSOR SITE AGREEMENT	9/4/2013	5-20-21	N/A	N/A	CONSENT REQUIRED CONSENT SIGNED 11/15/2013	DODDRIDGE

53

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	COMPRESSOR	GLASPELL, MARY L	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/12/2013	5-19-3 5-19-3.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	COMPRESSOR SITE	PENNINGTON, DEAN	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT FOR COMPRESSOR SITE	10/4/2013	5-25-43.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CRISLIP TO MCCLAIN	DEVOL, NORMAN G	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	8/27/2013	6-8-41	1/9/2014	319/613 #190622	NO CONSENT REQUIRED	DODDRIDGE
WV	CRISLIP TO MCCLAIN	BOW, CHARLES T	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/26/2013	6-12-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	CRISLIP TO MCCLAIN	COMSTOCK & SILVESTRE TRUSTS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	9/7/2013	6-12-2	1/9/2014	319/547 #190609	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	SMITH, ANTHONY R. & TABITHA J.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	#####	1-9-32	10/3/2014	336/140 #212358		DODDRIDGE
WV	DOTSON HOLLAND	PIERCE, DALE ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	1-8-39	10/3/2014	336/156 #212360	NOT REQUIRED	DODDRIDGE

54

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	DOTSON HOLLAND	FRAME, MARY H.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/13/2013	1-8-41	10/3/2014	336/198 #212367	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	FRAME, MARY H.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/13/2013	1-8-41	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	THOMPSON, HENRY L. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/1/2013	1-11-7	10/3/2014	336/189 #212366	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	PHILLIPS, ROBERT E. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/26/2013	1-12-7	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	DOTSON, ALLEN ET AL	ANTERO RESOURCES CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	7/29/2013	1-9-23	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	HEARTWOOD FOREST FUND IV LIMITED PARTNERSHIP	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/3/2013	1-11-4 1-11-6	10/3/2014	336/133 #212357	WRITTEN CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	BRITTON, ROBERT L. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/27/2013	1-11-9; 1-11-9.2	10/3/2014	336/173 #212362	NOT REQUIRED	DODDRIDGE

55

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	DOTSON HOLLAND	SHEETS, ERIC D. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/5/2013	1-12-8; 1-12-9; 1-9-52			NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	MCCLOY, ALVADORE ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/7/2013 EXTENSION 12/14/2013	1-8-31; 1-9-22	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	HOLLAND, KIMBERLEE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/3/2013	1-9-24; 1-9-24.1; 1-9-25.1	9/30/2013	336/164 #212361		DODDRIDGE
WV	DOTSON HOLLAND	ANKENEY, JOHN D. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	5/15/2013	1-9-32.1	10/3/2014	336/181 #212363	NOT REQUIRED	DODDRIDGE
WV	FRITZ	DOTSON, LARRY	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/27/2013	8-22-4	OPTION ONLY	OPTION ONLY	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	HORTON, JUDY A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/8/2013	1-15-20	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	HORTON, JUDY A.	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	3/29/2014	1-15-20	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

56

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	FRITZ	MUMMA, CARROLL W., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/22/2013	8-22-5.6	OPTION ONLY	OPTION ONLY	NOT REQUIRED	DODDRIDGE
WV	JON DAVIS	COTTRILL, BRENT SCOTT & LAURA MARIE	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	8/28/2012	1-7-20 (1-6-43)	2/8/2013	305/118 #171727	NOT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	BURR, GLENN E. AND NAOMI L.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/9/2013	3-18-37	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	LACKEY, ROY A. AND IWANA J.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/11/2013	3-18-39	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	LACKEY, ROY A. AND IWANA J.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/11/2013	3-18-39	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	VAN SCOY, NORMA YEATER	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/6/2013	3-18-43	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	HARPER, DANNY R.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/14/2014	3-18-49	N/A	N/A	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/19/2013	3-21-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	12/19/2013	3-21-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/19/2013	3-21-3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/19/2013	3-21-3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	12/19/2013	3-21-3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	ASH, LESTER	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/6/2014	3-14-22.1	N/A	N/A	NOT REQUIRED	DODDRIDGE

WV	MARKWEST TO BOBCAT	WEBB, TERESA M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2013	3-15-14 3-18-8	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
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58

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	MARKWEST TO BOBCAT	FORD, JEFFREY AND SHELBY	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/11/2013	3-18-14 3-18-14.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	FORD, JEFFREY AND SHELBY	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/11/2013	3-18-14 3-18-14.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	FORD, JEFFREY AND SHELBY	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/11/2013	3-18-14 3-18-14.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	PERKINS OIL & GAS INC.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/11/2013	3-18-4 3-18-27 3-18-28	3/25/2014	327/96 #201400001557	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2013	3-18-4.1 3-18-24	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/10/2013	3-18-4.1 3-18-24	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/10/2013	3-18-4.1 3-18-24	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

59

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	12/10/2013	3-18-4.1 3-18-24	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MILLER, JOHN H.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/10/2013	3-18-4.6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MILLER, JOHN H.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/10/2013	3-18-4.6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MILLER, JOHN H.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/10/2013	3-18-4.6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	LAMBERNEDIS, DAVID N. & JENNIFER A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/16/2013	3-18-7.5	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	DAVIS, RONALD L. & CINDY	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/4/2013	3-21-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MELODY	LORKOVICH, LEONA, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/28/2013	3-5-2	10/2/2014	336/117 #212308	NOT REQUIRED	DODDRIDGE

60

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
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WV	MELODY	LORKOVICH, LEONA W. BANASZAK, SHIRLEY WEEKLY, ANCIL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/28/2013	3-5-2	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	MELODY	WEEKLY, ANCIL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT PERMANENT EASEMENT AGREEMENT	6/28/2013	3/5/2002	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MELODY	COSTILOW, CHARLES N.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	3-5-6	10/2/2014	336/109 #212307	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIRKPATRICK, LOIS JANE	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/9/2013	3-5-12	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MELODY	SPENCER,CARLAS ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/10/2013	3-5-27	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MIDCANTON CS	SMITH,TAMELA	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT FOR COMPRESSOR SITE	7/1/2014	1-2-6				DODDRIDGE
WV	MISERY	LORKOVICH, LEONA W. BANASZAK, SHIRLEY WEEKLY, ANCIL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/28/2013	3-5-2	10/2/2014	336/117 #212308	NOT REQUIRED	DODDRIDGE

61

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	MISERY	COSTILOW, CHARLES N.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	3-5-6	10/2/2014	336/109 #212307	NOT REQUIRED	DODDRIDGE
WV	MISERY	JORDAN FAMILY PARTNERSHIP	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/30/2013	3-5-7 3-5-8 3-5-15	PENIDNG	PENDING	NOT REQUIRED	DODDRIDGE
WV	NASH	HAUG, ROBERT M., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	8-9-2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NASH	MILLER, DOUG ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/18/2013	8-9-3 8-9-1	12/6/2013	318/564 #188593	NO CONSENT REQUIRED	DODDRIDGE
WV	NEW MILTON	PHILLIPS, RAMONETTA ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	4/26/2013	6-8-37 6-8-37.1	9/17/2013	313/64 #183246	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	PHILLIPS, RAMONETTA ET AL	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	7/13/2013	6-8-37 6-8-37.1	9/17/2013	313/292 #183435	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO CRISLIP	COX, DENVER W., JR., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/27/2013	6-8-38 & 6-12-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

62

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	NEW MILTON TO MDPT	BARR, JR., JAMES T. AND BERNICE	ANTERO RESOURCES CORPORATION	TEMPOARY WORKSPACE AGREEMENT	12/11/2013	6-12-10	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MDPT	BARR, JR., JAMES T. AND BERNICE	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/11/2013	6-12-10	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	NEW MILTON TO MIDPT	MCCLAIN, ROGER A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	6-8-40	9/12/2013	312/501 #183037	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	BOW, CHARLES T. & LANORA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/26/2013	6-12-2	1/9/2014	319/539 #190608	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	BARR, JAMES THEODORE, JR.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	6-12-10	3/20/2014	321/399 #194704	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	BARR, JAMES THEODORE, JR.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	12/5/2013	6-12-10	3/20/2014	321/399 #194704	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	WHITEHAIR, ELTON D. & JUDITH	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/15/2013	6-12-18 6-12-19	1/9/2014	319/532 #190607	NOT REQUIRED	DODDRIDGE

63

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	NEW MILTON TO MIDPT	CRISLIP, REXALL M. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-12-34 6-12-39	4/2/2012	298/367 #161482	NOT REQUIRED	DODDRIDGE
WV	NIMORWICZ	MUTSCHELNAUS, CLARENCE W. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/16/2013	4-5-14	9/19/2013	313/319 #183439	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, MARY L	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/11/2013	5-11-33	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	8/11/2013	5-11-34	8/25/2014	333/10 #208481	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	OPTION TO PURCHASE	8/23/2013	5-11-34	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	ARCHER, TOMMY L.	ANTERO RESOURCES CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	8/21/2013	5-12-37	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COLLINS, THOMAS A.	ANTERO RESOURCES CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	8/10/2013	5-12-38	PENDING	PENDING	NOT REQUIRED	DODDRIDGE

64

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	NORTH CANTON CONNECTOR	MCCLURE, NELSON M., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/27/2013	5-18-50	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	5-23-1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	SIMMONS, CRAIG A., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/8/2013	5-11-4	8/25/2014	333/1 #208480	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	BROOKOVER, CHESTER E.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/29/2013	5-17-4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	METHENY, JACK D.	ANTERO RESOURCES CORPORATION	OPTION TO PURCHASE AN EASEMENT	11/5/2013	5-10-10	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

NORTH CANTON WV	CONNECTOR	ARBOGAST, MARY K.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/8/2013	5-11-10	8/25/2014	332/652 #208450	NO CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	SUMMERS, ROBERT E ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/27/2013	5-12-22	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

65

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
NORTH CANTON WV	CONNECTOR	SWIGER, LARRY D.	ANTERO RESOURCES CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	8/13/2013	5-11-24	N/A	N/A	NOT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	ELK LICK CHURCH OF GOD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/24/2013	5-11-13 5-11-13.1	8/25/2014	332/660 #208451	NO CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	HARDGROVE, MARK E.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/27/2013	5-11-22.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2013	5-11-34; 5-17-3.2 5-17-3.3 5-17-3.4 5-17-19 5-17-20	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	LEMASTERS, HAZEL	ANTERO RESOURCES CORPORATION	EXTENSION AGREEMENT	10/5/2012	5-11-5 5-11-5.2 5-11-5.3	8/25/2014	332/685 #208457	NO CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	FERREBEE, BETTY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/27/2013	5-11-7 5-11-7.1	8/25/2014	332/644 #208449	NO CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	BRAUN, JERRY E., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/16/2013	5-18-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

66

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
NORTH CANTON WV	CONNECTOR	BATES, WILLIAM L. AND MARY L.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/20/2013	5-19-22.3 5-19-24	N/A	N/A	NOT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	RUDDER, GRACE OLIVE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/21/2013	5-5-11.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	CONNECTOR	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	3/11/2014	9-5-10.1	PENDING	PENDING	WRITTEN CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	NORTON	NORTON, GARRY R.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	6-19-6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	NORTON	COX, DENVER W., JR., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT & PERMANENT EASEMENT AGREEMENT	10/7/2013	6-15-17	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
NORTH CANTON WV	NORTON	COX, RALPH AND DELORIS	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/18/2013	6-15-14 6-15-16	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
SURFACE										

WV	PENNINGTON NO.	JETT, EDWARD ET AL	ANTERO RESOURCES CORPORATION	FACILITY EASEMENT AGREEMENT	6/26/2013	6-11-1	9/9/2013	313/276 #183432	NO REQUIRED	DODDRIDGE
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67

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	PENNINGTON NORTH	MORRIS, I. L. (IKE)	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	11/7/2013	6-7-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PENNINGTON SO	MORRIS, IKE (I L)	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/1/2013	6-7-1	12/6/2013	318/539 #188588	NOT REQUIRED	DODDRIDGE
WV	PIKES FORK	BORING, CLAUDIA D. SECKMAN, DWAIN	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT TO PURCHASE COMPRESSOR SITE	11/24/2013	5-24-36	N/A	N/A	CONSENT REQUIRED	DODDRIDGE
WV	PIPEYARD	MANCUSO, ANTHONY	ANTERO RESOURCES CORPORATION	GROUND LEASE AGREEMENT	9/18/2013	1-10-3			NO CONSENT REQUIRED	DODDRIDGE
WV	R.J. SMITH	CHESTNUT GROVE CHRISTIAN CHURCH	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	10/2/2013	3-5-30.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	R.J.SMITH	PRATT,DENZIL F ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD AGREEMENT	9/4/2013	3-5-10	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	R.J.SMITH	PRATT,DENZIL F ET UX	ANTERO RESOURCES CORPORATION	SURFACE AGREEMENT	9/4/2013	3-5-10	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

68

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	ROBERT WILLIAMS	HILEY, ROGER L ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/4/2013	1-15-8	12/6/2013	31/507 #188583	NO CONSENT REQUIRED	DODDRIDGE
WV	ROBERT WILLIAMS	PRIMM, LOREN, ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/8/2013	1-15-17	1/9/2014	319/556 #190610	NOT REQUIRED	DODDRIDGE
WV	ROCK RUN	DAVIS, JONATHAN L. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/23/2013	1-7-2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	ROCK RUN	DAVIS, JONATHAN L., ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/23/2013	1-4-35 1-4-36	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	TERRY SNIDER CS	JONES, HATTIE MARKLE	ANTERO RESOURCES CORPORATION	COMPRESSOR SITE AGREEMENT	10/25/2013	6-15-5	10/25/2013	429-763 #79644		DODDRIDGE
WV	VICTORIA TO EQT	ARCHER, JOHN SAMUEL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/19/2013	5-23-15	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	CARDER, GALENA DAWN AND DOROTHY J. DAVIS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2013	6-4-38	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

69

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
		THE COMSTOCK IRREVOCABLE TRUST & THE SILVESTRE	ANTERO	PERMANENT						

WV	WILLARD	IRREVOCABLE TRUST	RESOURCES CORPORATION	EASEMENT AGREEMENT	11/18/2013	6-8-39	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	BOWYER, NORMA SUE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/25/2013	6-8-5	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	WILLARD	BOWYER, NORMA SUE	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/17/2013	6-8-5	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	BURBRIDGE, ERMAN DALE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/9/2014	6-8-6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	ROSS, GEORGE	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	8/15/2013	6-8-7	9/17/2013	313/94 #183248	NOT REQUIRED	DODDRIDGE
WV	WILLARD	ROSS, GEORGE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/25/2013	6-8-7	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	WILLARD	ROSS, JAMES ET AL	ANTERO RESOURCES CORPORATION	OPTION OF PERMANENT EASEMENT AGREEMENT	8/21/2013	6-4-12 6-4-12.1	N/A	N/A	NOT REQUIRED	DODDRIDGE

70

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	WILLARD	KELLY, DAVID K ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/4/2013	6-4-316-4-31.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	NICHOLSON, ROY K., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	6-4-32 & 6-4-37	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	PHILLIPS, KRISTEN A.	ANTERO RESOURCES CORPORATION	OPTION OF PERMANENT EASEMENT AGREEMENT	8/8/2013	6-8-6.1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	BORING, CLAUDIA D. SECKMAN, DWAIN	ANTERO RESOURCES CORPORATION	OPTION TO PURCHASE COMPRESSOR SITE	11/24/2013	5-24-36				DODDRIDGE
WV	WVCS	COTTRILL, WILLIAM F., JR.	ANTERO RESOURCES CORPORATION	OPTION TO PURCHASE COMPRESSOR SITE	12/6/2013	1-6-1				DODDRIDGE
WV	WVCS	NORMAN I. SINES AND VICTORIA D. SINES	ANTERO RESOURCES CORPORATION	MEMORANDUM OF LEASE AGREEMENT	8/1/2013	3-10-2	8/2/2013	311/545	90 DAY NOTIFICATION IF TO NON-AFFILIATE OR NON-SUBSIDIARY	DODDRIDGE
WV	WVCS	NORMAN I. SINES AND VICTORIA D. SINES	ANTERO RESOURCES CORPORATION	LEASE AGREEMENT	8/1/2013	3-10-2			90 DAY NOTIFICATION IF TO NON-AFFILIATE OR NON-SUBSIDIARY	DODDRIDGE

71

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	WVCS	MCCLAIN, JOHN	ANTERO RESOURCES CORPORATION	OPTION FOR COMPRESSOR SITE	8/10/2013	5-11-25; 5-11-26; 5-11-26.1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	GLASPELL, SHAWN	ANTERO RESOURCES CORPORATION	OPTION FOR COMPRESSOR SITE	8/11/2013	5-11-34; 5-11-34.2	PENDING		NOT REQUIRED	DODDRIDGE
WV	WVCS	GLASPELL, MARY	ANTERO RESOURCES CORPORATION	OPTION FOR COMPRESSOR SITE	9/12/2013	5-12-7; 5-12-7.2	N/A	N/A	NOT REQUIRED	DODDRIDGE

WV	JARVISVILLE TO EQT	BENNETT, LAWRENCE E., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	11/1/2013	20-344-17	N/A	N/A	NO CONSENT REQUIRED	HARRISON
WV	JARVISVILLE TO EQT	ROBINSON, JAMES L., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/28/2013	20-344-19.3	N/A	N/A	NO CONSENT REQUIRED	HARRISON
WV	JARVISVILLE TO EQT	MOUNTAIN LAKES LLC	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/11/2013	20-364-2	PENDING	PENDING	NO CONSENT REQUIRED	HARRISON
WV	PIPEYARD	SPERRY HARDWOODS, INC.	ANTERO RESOURCES CORPORATION	GROUND LEASE	2/24/2014	18-282-62			NO CONSENT REQUIRED	HARRISON

72

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	NIMORWICZ	WILLIAMS, TILLMAN LEE	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	8/28/2013	18-341-1 4-5-20	9/19/2013	313/312 #183438	NO CONSENT REQUIRED	HARRISON, DODDRIDGE
OH	MONROE LATERAL	BRIGGS, BOBBY D. ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	10/30/2013	21-009003.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BOND LATERAL	CRUM, CARLA (GRELLES) ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	11/9/2013	31-0051218.000	4/1/2014	244/606 #201400064356	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BOND LATERAL	CRUM, CARLA (GRELLES) ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	11/9/2013	31-51218.000	4/1/2014	244/599-605 #201400064355	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BOND LATERAL	ALESHIRE, ILANA G.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	11/20/2013	31-51219.000	4/1/2014	244/606-613 #201400064356	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	CRUM LATERAL	OLIVER, KENNETH	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/2/2013	31-0021104			NO CONSENT REQUIRED	NOBLE
OH	CYNTHIA LATERAL	LAW, MYRON ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	9/30/2013	31-0021287.000	10/8/2013	236/344-350 #201300062511	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

73

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	CYNTHIA LATERAL	LAW, MYRON ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0021287.000 31-0021240.000	10/8/2013	233/57-65 #201300061687	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	DEVOLL D LATERAL	HARBAUGH, ERNEST	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	12/14/2013	07-0021143.001			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	DEVOLL D LATERAL	COOK, CHARLES ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	10/4/2013	07-0021187.002			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	SCHEETZ, JON & MELANIE	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	8/3/2013	31-0021267.000	9/19/2013	231/298-301 #201300061258	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, WAYNE & MARTHA	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION/EASEMENT	7/22/2013	31-0051214.005	9/19/2013	231/275-276 #201300061254	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	HILL CS LAT	DETTRA, TODD & TABITHA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/18/2013	32-0021315.000	7/26/2013	227/1038-1042 #201300060452	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	DETTRA, LANNY & SUSAN	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/18/2013	32-0021315.002	7/26/2013	227/1064-1068 #201300060456	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

74

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	HILL CS LAT	LEACH, LARRY T. JR. & TRUDI	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/18/2013	32-0021315.007	7/26/2013	227/1051-1055 #201300060454	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	JR LATERAL	BYLER, JACOB ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/12/2013	01-0021317.001	3/7/2014	242/667 #201400063991	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	JR LATERAL	BYLER, BENJAMIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/12/2013	01-0021317.003	3/7/2014	242/682 #201400063993	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	JR LATERAL	WYSCARVER, JAMES C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	01-0021317.005 01-0021317.006	3/7/2014	242/675 #201400063992	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	JR LATERAL	NEWELL, JAMES M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/13/2013	01-0050044.000	3/7/2014	242/690 #201400063994	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT	7/12/2013	31-0021358.000	7/26/2013	227/986-989 #20300060422	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	9/30/2013	31-0021233.000 31-0051215.000	10/8/2013	233/119-123 #201300061697	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

75

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	MYRON	LAW, MYRON ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	9/30/2013	31-0021235.000	10/8/2013	233/113-118 #201300061696	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	7/15/2013	31-0021240.000	10/8/2013	233/86-91 #210300061691	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/12/2013	31-0021240.000	10/8/2013	233/92-96 #201300061692	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	10/9/2013	31-0021240.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN, TRUSTEE ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	10/9/2013	31-0021262.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/12/2013	31-0051169.000	10/8/2013	233/92-96 #201300061692	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/12/2013	31-0051169.000	10/8/2013	233/92-96 #201300061692	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

76

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
				SURFACE FACILITY AGREEMENT						

OH	NILA	SMITH, WILLIAM ET UX	ANTERO RESOURCES CORPORATION	AND PERMANENT ACCESS ROAD	2/23/2014	07-0021146.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	NILA	SMITH, WILLIAM ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/9/2013	07-0021146.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	NILA	MILEY, JACK R., TRUSTEE ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT	8/8/2013	31-0051154.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	COBLENTZ, JOE	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/16/2013	01-0021199.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	CARPENTER, DWIGHT J.	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/19/2013	23-0021075.000 23-0051062.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	CARPENTER, DWIGHT J.	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/19/2013	23-0021075.000 23-0051062.000			NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	AMERIWOOD, LTD.	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/19/2013	23-0021126.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

77

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
OH	OHIO- COMP SITE	HAMONANGAN BROTHERS, INC.	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/19/2013	23-0021139.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES CORPORATION	LEASE AGREEMENT	8/1/2013	36-0021039.000 36-0021042.000			NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/1/2013	36-0021039.000 36-0021042.000	9/23/2013	231/696	NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/1/2013	36-0021039.000 36-0021042.000	9/23/2013	231/712	NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/1/2013	36-0021039.000 36-0021042.000	9/23/2013	231/704	NOT REQUIRED	NOBLE
OH	OHIO- COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES CORPORATION	MEMORANDUM OF LEASE AGREEMENT	8/1/2013	36-0021039.000 36-0021042.000	9/23/2013	231/690	NOT REQUIRED	NOBLE
OH	RICH	RICH, LOUISE ANNETTE ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	11/18/2013	01-0021366.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE

78

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
OH	RICH	RICH, LOUISE ANNETTE ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/18/2013	31-0021366.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, RAYMOND ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0021358.000	12/3/2013	236/447-454 #201300062527	NOT REQUIRED	NOBLE
OH	SMIERCIAK LATERAL	SMIERCIAK, LOUIE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/20/2013	01-0021369.006	2/14/2014	241/327 201400063675	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SNODE LATERAL	WATSON, MARCIE	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	9/19/2013	07-0021163.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
						07-0021182.001				

OH	SNODE LATERAL	SNODE, CHARLES ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	9/23/2013	07-0021186.002 07-0021168.001 07-0021183.001 07-0021182.002			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SNODE LATERAL	SLEVIN, JAMES C.	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	9/27/2013	07-0051077.000 07-0021172.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILSON LATERAL	HAMONANGAN BROTHERS, INC.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	12/18/2013	23-0021139.000	2/12/2014	241/69 201400063613	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

79

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	CHARLENE	DEWBERRY, LINDA C. AS TRUSTEE OF THE LINDA C DEWBERRY TRUST	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	11/23/2013	3-19-49	9/4/2014	330/889 #20144669	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	KEISTER, BOBBY JO ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/8/2013	3-19-8	1/30/2014	324/442 #20140000503	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	SELLERS, LOREN AND LENESE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/15/2013	3-13-19.1	1/30/2014	324/456 #20140000505	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	WILLIAMS GUY R. & MARY KATHERINE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/18/2013	3-13-21.6; 3-13-21.7	1/30/2014	324/423 #20140000500	NOT REQUIRED	RITCHIE
WV	EDWIN	MACKAY, JACK D.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	3-37-3	3/25/2014	327/81 #20141555	NO CONSENT REQUIRED	RITCHIE
WV	EDWIN	PEALE, ANITA G. and MACKAY, JACK D.	ANTERO RESOURCES CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	4/14/2014	3-37-3	9/4/2014	330/913 #201400004974	NO CONSENT REQUIRED	RITCHIE
WV	EDWIN	WILLIAMS, EDWIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/3/2013	3-37-5	9/4/2014	330/918 #20144975	NO CONSENT REQUIRED	RITCHIE

80

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	EDWIN	WILLIAMS, EDWIN ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/14/2013	3-37-5.1	9/4/2014	330/906 #20144973	NO CONSENT REQUIRED	RITCHIE
WV	MACKAY	MACKAY, JACK D.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/23/2013	3-37-3 3-37-3.2 3-37-10	3/25/2014	327/81 #201400001555	NO CONSENT REQUIRED	RITCHIE
WV	WALNUT WEST	WILLIAMS GUY R. & MARY KATHERINE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/18/2013	3-13-21.6; 3-13-21.7	1/30/2014	324/423 #20140000500	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	BLANKENSHIP, DENNIS	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	8/2/2013	3-13-8, 3-13-8.1, 3-13-8.2	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	BLANKENSHIP, DENNIS	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	8/2/2013	3-13-8.1 3-13-8.2	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	DAVIS, LEWIS PHILLIP & NORMA J.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2013	3-14-3; 3-14-4; 3-14-6; 3-14-12	1/30/2014	324/476 #20140000508	NOT REQUIRED	RITCHIE
WV	WEST MOUNTAIN	WAGGONER, EDDY D. Et Ux	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/11/2013	3-13-19 3-13-20 3-19-21			NO CONSENT NEEDED	RITCHIE

81

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	WVCS	CHARITY GAS, INC.	ANTERO RESOURCES CORPORATION	OPTION TO PURCHASE COMPRESSOR SITE	9/9/2013	10-5-16				RITCHIE
WV	WVCS	MCCULLOUGH, TED A.	ANTERO RESOURCES CORPORATION	OPTION FOR COMPRESSOR SITE	8/19/2013	3-8-1.3	N/A	N/A	NOT REQUIRED	RITCHIE
WV	DOTSON	MORRIS, I. L. (IKE)	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/7/2013	3-37-1 1-11-8	1/31/2014	324/546 #201400000547	NO CONSENT REQUIRED	RITCHIE AND DODDRIDGE
WV	CANTON NORTH AND CANTON WATER	TENNANT, JAMES ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	8/2/2013	5-17-15	9/6/2013	425/213 #77273	NOT REQUIRED	TYLER
WV	COMPRESSOR	LEHMAN, KATHRYN S.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/13/2013	10-6-4	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	LEASEBURG, WILLIAM C., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/14/2013	1-8-2	3/26/2014	440/17 #3/26/2014	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	SECKMAN, LLOYD C. SECKMAN, RANDALL J. SECKMAN, JEFFREY A.	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	12/29/2013	1-4-3	9/4/2014	454/393 #92000	NOT REQUIRED	TYLER

82

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
WV	PIERPOINT	SECKMAN, RANDALL J ET	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	8/22/2013	1-4-3	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	BEEB, TYRONE, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/28/2013	1-11-4	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	JONES, ALFRED LYNN	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT FOR PERMANENT EASEMENT AGREEMENT	11/16/2013	3-4-12	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	UNDERWOOD, RAYMOND V.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/1/2013	1-4-13	9/4/2014	454/386 #91998	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	CHARITY GAS, INC	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/5/2014	10-5-16	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	BURKHART, THOMAS L	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/31/2013	2-27-24	3/26/2014	440/10 #84990	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	DAWSON, GARY D., ET AL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/3/2013	1-12-28	N/A	N/A	NO CONSENT REQUIRED	TYLER

83

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
		MCCRAY, JOSEPH	ANTERO RESOURCES	PERMANENT EASEMENT		1-11-11.1			NO CONSENT	

WV	PIERPOINT	L.	CORPORATION	AGREEMENT	10/8/2013	1-12-31	2/24/2014	437/700 #83751	REQUIRED	TYLER
WV	PIERPOINT	HEINTZMAN, PATRICIA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/31/2013	1-11-16.1 1-11-22 1-14-1.1	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	DAWSON, GARY D., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/3/2013	1-11-18 AND 1- 12-25	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HERRING, MARY ELLEN ADKINS, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/31/2013	1-11-5 1-8-7.1	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	DAWSON, GARY D., ET AL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/3/2013	1-12-28 1-15-26 1-15-27	N/A	N/A		TYLER
WV	PIERPOINT	HALL, GARY L. & KATHADINA T.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/7/2014	1-12-31.1	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	FERGUSON, ROGER	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	12/30/2013	1-4-10.2	N/A	N/A	NOT REQUIRED	TYLER

84

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	PIERPOINT	SEDERS, SUSAN L SLIDER, JAMES	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	1-4-10.7	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	UNDERWOOD, RAYMOND, ET AL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/23/2013	1-4-13.1	N/A	N/A		TYLER
WV	PIERPOINT	GRAFF, JOHN H. & FRANCES J.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/29/2013	1-4-151-8-23	9/16/2013	426/262 #77764	NOT REQUIRED	TYLER
WV	PIERPOINT	GRAFF, JOHN H. & FRANCES J.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD	3/6/2014	1-4-15 1-8-23	N/A	N/A		TYLER
WV	PIERPOINT	WEESE, ROGER P	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	1-4-4	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	WEESE, RONALD P ET	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	1-4-9.1 1-4-9.2 1-4-9.3	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	WEESE, BETTY AND RONALD	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/30/2014	1-4-9.1 1-4-9.2	N/A	N/A	NO CONSENT REQUIRED	TYLER

85

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	PIERPOINT	MONROE, EDNA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/27/2013	1-8-1 1-8-3.4 1-8-5 1-8-6.2	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	ESTLACK, E.THOMAS AND CRYSTALEE T.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	3/12/2013	1-8-24.3	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	MONROE, EDNA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/27/2013	1-8-3.4	PENDING	PENDING	NO CONSENT REQUIRED	TYLER

WV	PIERPOINT	MONROE, TERRY LEE, ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/27/2013	1-8-6 1-8-6.1	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	PERKINS OIL & GAS, INC.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/11/2013	3-4-10 3-4-10.1 3-4-10.2 3-4-27 3-4-27.1	3/25/2014	327/96 #201400001557	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	PIERCE, LEWIS, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/6/2013	3-9-23.1	3/25/2014	327/111 #201400001559	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	CLARK, RICHARD L.	ANTERO RESOURCES CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	7/16/2013	5-6-35.1	N/A	N/A	NOT REQUIRED	TYLER

86

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	PIERPOINT EXT	FERGUSON, ROGER	ANTERO RESOURCES CORPORATION	OPTION FOR PERMANENT EASEMENT	8/25/2013	1-4-10.2	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	WEIGLE EAST	SECKMAN, LLOYD C., ET AL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND RIGHT-OF-WAY AGREEMENT	10/2/2013	1-4-3	N/A	N/A		TYLER
PA	DUNN	DUNN JOSEPH	ANTERO RESOURCES CORPORATION	SURFACE USE	1/27/2010	700-002-00-00-0011-00	6/22/2012	201218457	NOT REQUIRED	WASHINGTON
PA	DUNN	ZEMBA, LUDWIG ET UX	ANTERO RESOURCES CORPORATION	TAP SITE	12/1/2010	700-003-00-00-0004-00	5/25/2011	201113827	NOT REQUIRED	WASHINGTON
PA	DUNN	ZEMBA, LUDWIG ET UX	ANTERO RESOURCES CORPORATION	SURFACE USE	8/11/2010	700-003-00-00-0004-00	5/25/2011	201113826	NOT REQUIRED	WASHINGTON
PA	DUNN	DOERFLER, FREDERICK G. ET UX & DOERFLER, GREGORY L.	ANTERO RESOURCES CORPORATION	SURFACE USE	6/24/2009	700-004-00-00-0008-00 700-004-00-00-0042-02 700-004-00-00-0025-01	7/1/2009	200918333	UNKNOWN, NOT MENTIONED	WASHINGTON
PA	DUNN	DOERFLER, FREDERICK G. ET UX & DOERFLER, GREGORY L.	ANTERO RESOURCES CORPORATION	TAP SITE/PIPELINE RIGHT OF WAY	6/29/2009	700-004-00-00-0008-00 700-004-00-00-0000-0042-02 700-004-00-00-0025-01	5/25/2011	201113832	NOT REQUIRED	WASHINGTON

87

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
PA	DUNN	DOERFLER, FREDERICK G. ET UX & DOERFLER, GREGORY L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/7/2009	700-004-00-00-0008-00 700-004-00-00-0042-02 700-004-00-00-0025-01	5/25/2011	201113829	NOT REQUIRED	WASHINGTON
PA	DUNN	HOPKINS, MARTA C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	5/28/2009	700-004-00-00-0025-09	5/25/2011	201113830	NOT REQUIRED	WASHINGTON
PA	DUNN	WEST PIKE RUN TOWNSHIP SUPERVISORS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/12/2012	700-004-00-00-0026-00	PENDING	PENDING	NOT REQUIRED	WASHINGTON
PA	DUNN	STATHERS, GEORGE JR. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/8/2012	700-004-00-00-0026-01	9/17/2013	201328086	NOT REQUIRED	WASHINGTON
PA	DUNN	DOERFLER, WILLIAM C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2012	700-004-00-00-0028-00	9/17/2013	201328092	NOT REQUIRED	WASHINGTON

PA	DUNN	DOERFLER, WILLIAM C.	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS	10/18/2012	700-004-00-00- 0028-00	9/17/2013	201328099	NOT REQUIRED	WASHINGTON
PA	DUNN	WILLIAMS, RONALD ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/8/2012	700-004-00-00- 0028-08	9/17/2013	201328087	NOT REQUIRED	WASHINGTON

88

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
PA	DUNN	HARTMAN, CHARLES R. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS	8/8/2012	700-004-00-00- 0028-09	6/28/2012	201205645	NOT REQUIRED	WASHINGTON
PA	DUNN	HARTMAN, CHARLES R. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD/ EASEMENT MODIFICATION	10/18/2012	700-004-00-00- 0028-09	9/17/2013	201328085	NOT REQUIRED	WASHINGTON
PA	DUNN	HARTMAN, CHARLES R. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/13/2013	700-004-00-00- 0028-09 700-004-00-00- 0028-10	9/17/2013	201328084	NOT REQUIRED	WASHINGTON
PA	DUNN	HRUTKAY, MARK J. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	2/8/2011	700-004-00-00- 0059-00	9/17/2013	201328085	NOT REQUIRED	WASHINGTON
WV	BLUESTONE	LAMB, JOHN N ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		39599				HARRISON
WV	BLUESTONE	MATTHEW, ROY J	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/18/2005	18-2603-43	3/18/2005	1374- 571#200500006327		HARRISON
WV	BLUESTONE	SPENCER, FREDERICK A JR (LE)	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	9/18/2008	18-2603-62	9/25/2008	1422-559 #200800026739		HARRISON

89

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	BLUESTONE	DOLLY, MARY S	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	1/12/2009	18-261-13 18-281-10	1/29/2009	1427-129 #200900002766		HARRISON
WV	BLUESTONE	DOLLY, MARY S	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	1/12/2009	18-261-13 18-281-10	1/29/2009	1427-129 #200900002766		HARRISON
WV	BLUESTONE	MATTHEY, WILLIS LEE	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/17/2009	18-261-4	3/23/2009	1428-758 200900009616		HARRISON
WV	BLUESTONE	MATTHEY, WILLIS LEE	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/17/2009	18-261-4	3/23/2009	1428-758 200900009616		HARRISON
WV	BLUESTONE	HICKMAN, IVA S ET AL	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/17/2009	18-261-5	3/23/2009	1428-761 #200900009618		HARRISON
WV	BLUESTONE	HICKMAN, IVA S ET AL	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/17/2009	18-261-5	3/23/2009	1428-761 #200900009618		HARRISON
WV	BLUESTONE	POSTLEWAIT, RONALD W II ET AL	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	2/15/2013	18-261-6	4/16/2013	1509- 652#201300017600		HARRISON

90

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	BLUESTONE	DEHAVEN, WARREN R ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-280.1.1	4/16/2007	1402-651-653 #200700006287		HARRISON

WV	BLUESTONE	TRAVIS, CHARLES ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/20/2008	18-280-1	4/14/2008	1416-691 #200800009060	HARRISON
WV	BLUESTONE	TRAVIS, CHARLES ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/20/2008	18-280-1	4/14/2008	1416-691 #200800009060	HARRISON
WV	BLUESTONE	SAMER, MATTHEW T ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/7/2008	18-280-1.2	4/14/2008	1416-691 #200800009060	HARRISON
WV	BLUESTONE	SAMER, MATTHEW T ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/7/2008	18-280-1.2	4/14/2008	1416-691 #200800009060	HARRISON
WV	BLUESTONE	RITTER, NEVA (LE)	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	9/21/2008	18-280-2	11/6/2008	1424-724 #200800031429	HARRISON
WV	BLUESTONE	RITTER, NEVA (LE)	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	9/21/2008	18-280-2	11/6/2008	1424-724 #200800031429	HARRISON

91

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	BLUESTONE	DIOCESE OF WHEELING- CHARLESTON	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-281-11				HARRISON
WV	BLUESTONE	VARNER, KENNETH L	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-281-12				HARRISON
WV	BLUESTONE	CITY OF SALEM	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	6/22/2009	18-281-1318-281- 1418-281-1518- 281-1718-281- 3018-281-52	7/10/2009	1434- 532#200900022676		HARRISON
WV	BLUESTONE	CITY OF SALEM	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	6/23/2009	18-281-13 18-281-14 18-281-15 18-281-17 18-281-30 18-281-52	7/10/2009	1434-532 #200900022676		HARRISON
WV	BLUESTONE	CORNELL, ANTHONY P ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	5/28/2008	18-281-19	1/18/2011	1461-1075 #201100001737		HARRISON
WV	BLUESTONE	CORNELL, ANTHONY P ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	5/28/2008	18-281-19	1/18/2011	1461-1075 #201100001737		HARRISON
WV	BLUESTONE	BLUESTONE ENERGY PARTNERS	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/20/2008	18-281-22	4/14/2008	1416-685 #200800009057		HARRISON

92

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	BLUESTONE	STOUT, RICHARD T.	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/20/2008	18-281-22	4/14/2008	1416-685 #200800009057		HARRISON
WV	BLUESTONE	GRIFFIN, DONNIE F	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	11/25/2008	18-281-23	12/30/2008	1426-348 #200800036292		HARRISON
WV	BLUESTONE	GRIFFIN, DONNIE F	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	11/25/2008	18-281-23	12/30/2008	1426- 348#200800036292		HARRISON
WV	BLUESTONE	GORBY, BILLY LEE ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	12/3/2008	18-281-32.1	12/30/2008	1426-363 #200800036297		HARRISON
WV	BLUESTONE	GORBY, BILLY LEE ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	12/3/2008	18-281-32.1	12/30/2008	1426-363 #200800036297		HARRISON

WV	BLUESTONE	FOX, NATHAN G	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-282-113				HARRISON
WV	BLUESTONE	BAILEY, DAVID D	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	10/1/2009	18-282-12 18-282-32.2	11/20/2009	1439-223 #200900038130		HARRISON

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EX'ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	BLUESTONE	BAILEY, DAVID D	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	10/2/2009	18-282-12 18-282-32.2	11/20/2009	1439-223 #200900038130		HARRISON
WV	BLUESTONE	KINNEY, CLYDE JR	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	11/25/2008	18-282-15	12/30/2008	1426-357 #200800036295		HARRISON
WV	BLUESTONE	KINNEY, CLYDE JR	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	11/25/2008	18-282-15	12/30/2008	1426-357 #200800036295		HARRISON
WV	BLUESTONE	HAUGHT, ROBERT J ET AL	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-282-35				HARRISON
WV	BLUESTONE	STAMM, JEFFREY O	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-282-55				HARRISON

Gathering and Compression Lands and Gathering and Compression Leases

Gathering and Compression Lands:

1. Tyler County, WV Lands

PARCEL NO. 1: All that certain tract or parcel of land situate in Centerville District, Tyler County, West Virginia, and more particularly bounded and described as follows:

Beginning at an iron pin in the center of Conaway Run Road along the east side of a 39.178 acre tract across from the bridge over Conaway Run; thence in a westerly direction 330 feet to a concrete block set in the ground; thence in a southeasterly direction 100 feet to a concrete block set in the ground; thence in an easterly direction 330 feet to an iron pin in the center of Conaway Run Road; thence in a northwesterly direction to the place of beginning, containing .759 acre, more or less.

The above property is the same tract or parcel of land conveyed to Antero Resources Corporation by Helen M. Ruble and Ira E. Ruble, wife and husband, by deed dated February 26, 2014, and of record in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in Deed Book No. 437, at page 800.

PARCEL NO. 2: All that certain tract or parcel of land situate in Centerville District, Tyler County, West Virginia, and more particularly bounded and described as follows:

Beginning at a fence corner, corner to Ash 31 acres 46 poles tract; thence S 54° 47' W 278.0' to a 3/4" x 34" rebar; thence S 66° 09' W. 119.0' to a 1" pipe; thence S 70° 54' W. 330.2' to a 3/4 x 34" rebar; thence N. 38° 30' W. 1138.5' to a 28" dying W.O. in fence corner on ridge; thence N. 56° 13' E. 914.2' to a 1" pipe; thence S. 82° 06' E. 673.2' to a 1" pipe; thence N. 86° 58' E. 285.8' to a railroad spike set in pavement; thence S. 6° 43' E. 469.2' to a railroad spike set in road center 21.5' from Kenneth Johnston's mailbox; thence S. 5° 14' E. 403.4' to a railroad spike set in road center; thence S. 13° 15' W. 208.4' to a railroad spike set in road center; thence N. 54° 51' W. 201.7' to a concrete marker; thence S. 45° 51' W. 172.4' to a concrete marker; thence S. 49° 01' W. 113.1' to a concrete marker; thence N. 36° 45' W. 122.7' to the place of beginning, containing 39.178 acres, more or less, as shown upon a plat of record in the Office of the Clerk of the County Commission of Tyler County, West Virginia, in Deed Book No. 290, at page 684;

EXCEPTING AND RESERVING, THEREFROM, HOWEVER, THE FOLLOWING TWO PARCELS OF LAND:

EXCEPTION PARCEL ONE:

The property conveyed by Paul D. Braniff and C. Warrenetta Braniff to Helen M. Ruble by deed dated May 9, 1995, and of record in Deed Book No. 311, at page 14, described as follows:

BEGINNING at an iron pin in the center of Conaway Run Road along the east side of the above described 39.178 acre tract across from the bridge over Conaway Run; thence in a westerly direction 330 feet to a concrete block set in the ground; thence in a southeasterly direction 100 feet to a concrete block

set in the ground; thence in a easterly direction 330 feet to an iron pin in the center of Conaway Run Road; thence in a northwesterly direction to the place of beginning, containing .759 acre, more or less.

EXCEPTION PARCEL TWO:

The property conveyed by Paul D. Braniff and C. Warrenetta Braniff to David D. Chipps by deed dated June 24, 1991, and of record in Deed Book No. 290, at page 682, described as follows:

BEGINNING at a concrete block set in the ground, corner to Canfield, and shown as point "F" on the plat of the above-described property dated June 12, 1983; thence in a southeasterly direction 201.7 feet to a concrete block set in the road bank and shown as point "E" on the aforesaid plat; thence in a northeasterly direction 286 feet along Conaway Run Road to an iron pin in the center of said road; thence in a northwesterly direction 110 feet to a concrete block set in the bank of Conaway Run; thence in a southwesterly direction along Conaway Run 219 feet to the place of beginning, containing .90 acre, more or less.

The above property is the same tract or parcel of land conveyed to Antero Resources Corporation by Edna Monroe by deed dated February 17, 2014, and of record in said Clerk's Office in Deed Book No. 437, at page 803.

PARCEL NO. 3: All that certain tract or parcel of land situate in Meade District, Tyler County, West Virginia, and more particularly described as follows:

Beginning at a gum in the Monroe Road, on the top of a ridge; thence N 47 E 14 1/2 poles to the forks of the road; thence with the county road N 21 1/2 W 19 1/2 poles to a dead hickory; thence N 43 1/2 W 48 poles to a stone, corner to lands of Eli Markle and A. Broadwater; thence with Broadwater's line N 50 W 32 poles to a stone, Barker's corner; thence with Barker's line S 48 1/2 W 36 poles to a stone and pointers in Barker's line; thence S 54 E 100 poles to the place of beginning, containing eighteen (18) acres of land, more or less.

The above property is the same tract or parcel of land conveyed to Antero Resources Corporation by Hattie Markle Jones by deed dated October 23, 2013, and of record in said Clerk's Office in Deed Book No. 429, at page 763.

2. Doddridge County, WV Lands

PARCEL NO. 1: The following described tract or parcel of land situate on the waters of Buckeye Creek and near U.S. Route 50 in Grant District, Doddridge County, West Virginia, and being more particularly described as follows:

Beginning at a 1" x 30" iron rebar with aluminum cap set (for the purposes of this Parcel No. 1, the "1" iron rebar set") this survey on a line common to Dean R. & Martha A. Pennington's 62.63 Acre tract (Tax Map 16 Parcel 21) and J. Nelson Sr. & Ellen J. Sullivan's 89 Acre tract (Tax Map 17 Parcel 17), which said 1" iron rebar with cap bears S 23°19'27"E 379.28' from a calculated point located near a two-way fence corner (white oak called for but not found) at a corner common to said Dean R. & Martha A. Pennington and Richard L. & Gloria J. Jett's 157.27 Acre tract (Tax Map 16 Parcel 19), thence with said Dean R. & Martha A. Pennington and said J. Nelson Sr. & Ellen J. Sullivan for one line:

S 23°19'27"E 597.06' to a 1" iron rebar set, thence leaving said J. Nelson Sr. & Ellen J. Sullivan and through the lands of said Dean R. & Martha A. Pennington for twelve lines:

S 74°34'12"W 86.08' to a 1" iron rebar set, thence

S 22°48'56"W 83.00' to a point, thence

S 66°10'02"W 89.00' to a point, thence

N 68°02'15"W 68.00' to a point, thence

S 49°32'02"W 50.83' to a point, thence

S 68°09'47"W 43.50' to a point, thence

S 83°56'43"W 40.05' to a point, thence

N 43°19'03"W 45.37' to a point, thence

N 00°12'37"E 134.99' to a point, thence

N 55°45'56"W 111.42' to a point, thence

N 39°06'52"W 107.06' to a 1" iron rebar set, which said 1" iron rebar set bears

S 17°03'52"E 249.73' from a calculated point near a fence corner (stone called for but not found),

thence N 39°52'40"E 518.44' to the place of beginning and containing an area of 4.88 acres, more or less, as surveyed by Richard L. Haveron, P.S. #833, prepared August 14, 2013, and shown on a plat entitled "Plat of Partition Survey for Antero Resources Corporation of Proposed Pennington Compressor Station, Proposed Access Easement, & Proposed Permanent Pipeline Easement," and of record in the Office of the Clerk of the County Commission of Doddridge County, West Virginia, in Deed Book No. 311, at page 123;

together with an easement forty feet in width for a road, more particularly described as follows:

Beginning at a point located on the northerly R/W line of County Route 50/24 within the lands of Dean R. and Martha A. Pennington (Tax Map 20 Parcel 1) thence leaving said County Route and through said land parcel (20/1) for two lines:

With a curve to the right, having a radius of 120.01', an arc length of 40.47', and a chord bearing of N 21°30'02" E, and a chord length of 40.28' to a point, thence

N 31°09'46" E 105.01' to a point located in the other lands of said Dean R. and Martha A. Pennington (Tax Map 17 Parcel 28), thence through said lands of Dean R. and Martha A. Pennington (Tax Map 17 Parcel 28) for seventeen lines:

With a curve to the right, having a radius of 119.99', an arc length of 68.23', and a chord bearing of N 47°27'09" E, and a chord length of 67.32' to a point, thence

With a curve to the left, having a radius of 169.99', an arc length of 88.57', and a chord bearing of N 48°48'58" E, and a chord length of 87.57' to a point, thence

N 33°53'27" E 67.97' to a point, thence

With a curve to the left, having a radius of 120.00', an arc length of 115.56', and a chord bearing of N 06°18'13" E, and a chord length of 111.14' to a point, thence

With a curve to the left, having a radius of 300.01', an arc length of 158.70', and a chord bearing of N 36°13'46" W, and a chord length of 156.86' to a point, thence

N 51°23'02" W 105.20' to a point, thence

With a curve to the left, having a radius of 300.06', an arc length of 90.48', and a chord bearing of N 60°01'26" W, and a chord length of 90.14' to a point, thence

N 70°49'28" W 22.61' to a point, thence

With a curve to the right, having a radius of 120.00', an arc length of 77.39', and a chord bearing of N 54°30'30" W, and a chord length of 76.06' to a point, thence

N 36°02'02" W 95.19' to a point, thence

With a curve to the left, having a radius of 120.04', an arc length of 38.54', and a chord bearing of N 45°14'07" W, and a chord length of 38.37' to a point, thence

N 54°26'06" W 109.81' to a point, thence

N 51°43'00" W 11.38' to a point, thence

N 48°59'58" W 134.65' to a point, thence

With a curve to the right, having a radius of 300.09', an arc length of 65.55', and a chord bearing of N 42°44'25" W, and a chord length of 65.42' to a point, thence

N 36°28'47" W 543.94' to a point, thence

With a curve to the left, having a radius of 99.48', an arc length of 128.20', and a chord bearing of N 73°18'11" W, and a chord length of 119.51' to a point within other lands of Dean R. and Martha A. Pennington (Tax Map 16 Parcel 21), thence continuing through said parcel for one line:

N 20°23'56" W 47.49' to a point within said Tax Map 17 Parcel 28, thence continuing through said parcel for one line:

With a curve to the left, having a radius of 142.00', an arc length of 72.72', and a chord bearing of N 35°04'08" W, and a chord length of 71.93' to a point within said Tax Map 16 Parcel 21, thence continuing through said Tax Map 16 Parcel 21 for five lines:

N 49°44'17" W 92.65' to a point, thence

With a curve to the right, having a radius of 358.01', an arc length of 155.88', and a chord bearing of N 37°15'55" W, and a chord length of 154.65' to a point, thence

N 24°47'31" W 72.20' to a point, thence

With a curve to the left, having a radius of 150.01', an arc length of 71.94', and a chord bearing of N 38°31'47" W, and a chord length of 71.25' to a point, thence

N 52°16'06" W 20.66' to a point on a line of a proposed partition of property surveyed concurrently herewith, which bears S 22°48'56" W 52.97' from a 1" x 30" iron rebar with aluminum cap set (for the purposes of this Parcel No. 1, the "1" iron rebar set").

PARCEL NO. 2: All of the following described real estate situate, lying and being along the waters of Long Run and Hugle Run and along County Route 26 in Central District, Doddridge County, West Virginia, and more particularly bounded and described as follows:

Beginning at a 1" iron rebar with 2 ½" aluminum cap set (hereafter called 1" rebar with cap set) within The Lawrence L. James Living Trust's 107.0 acre tract (TM 6 Par. 6), which said point bears N 31°52'04" W 1,166.32' from a 24" Black Walnut snag at a fence corner, which said point bears N 35°04'51" E 494.64' from a 5/8" iron rebar with cap found, thence through said 107.0 acre tract for two lines:

N 13°04'42" W 337.67' to a 1" rebar with cap set, thence

N 34°39'12" W 217.56' to a point located on a line common to said 107.0 acre tract and to Thelma James' 212.0 acre tract (TM 3 Par. 15), which said point bears S 54°48'42" E 91.73' from Well # 47-17-4132 located within said 212.1 acre tract, thence with said 107.0 acre tract and said 212.1 acre tract for four lines:

S 81°01'36" E 1,357.61' to a 1" rebar with cap set, thence

S 81°01'48" E 110.17' to a 1" rebar with cap set, thence

99

S 84°46'48" E 50.40' to a 1" rebar with cap set, thence

S 48°35'03" E 230.52' to a 1" rebar with cap on the westerly right-of-way of line of County Route 26, thence leaving said 212.1 acre tract and through said 107.0 acre tract and with said westerly right-of-way of line of County Route 26 for fifteen lines:

S 12°14'38" W 20.37' to a point, thence

S 03°47'48" W 79.93' to a point, thence

S 20°37'19" W 270.97' to a point, thence

S 14°07'23" W 69.34' to a point, thence

S 25°55'01" W 51.82' to a point, thence

S 25°58'33" W 60.73' to a point, thence

S 26°43'52" W 50.74' to a point, thence

S 28°42'44" W 41.61' to a point, thence

S 30°56'49" W 42.13' to a point, thence

S 35°31'40" W 57.19' to a point, thence

S 39°46'05" W 39.39' to a point, thence

S 44°06'22" W 48.80' to a point, thence

S 42°40'42" W 45.71' to a point, thence

S 42°40'42" W 1.87' to a point, thence

S 38°18'42" W 28.17' to a 1" rebar with cap set, which bears N 57°37'37" E 567.38' from a 24" black walnut snag at a fence corner found at a corner of said 107 acre tract, thence leaving said westerly right-of-way of line of County Route 26 and continuing through said 107.0 acre tract for thirteen lines:

N 48°34'50" W 68.48' to a point, thence

N 39°03'08" W 34.23' to a point, thence

N 34°14'55" W 56.09' to a point, thence

N 42°23'46" W 39.19' to a point, thence

N 53°13'00" W 46.62' to a point, thence

N 48°55'18" W 31.18' to a point, thence

N 43°21'46" W 33.57' to a point, thence

100

N 42°03'23" W 55.50' to a point, thence

N 44°58'26" W 57.17' to a point, thence

N 42°20'06" W 72.22' to a point, thence

N 42°30'12" W 70.18' to a point, thence

N 39°32'04" W 55.33' to a 1" rebar with cap set, thence

N 70°32'02" W 712.00' to the place of beginning, containing an area of 22.45 Acres, more or less, as surveyed by Allegheny Surveys, Inc. of Bridgeport, West Virginia, in October 2012, shown on a plat entitled "Plat of Partition Survey for Antero Resources Appalachian Corporation of Proposed James Compressor Station".

This property was conveyed to Antero Resources Appalachian Corporation by Doris J. Bee and Debbie Hileman, as Second Successor Trustees of The Lawrence L. James Living Trust Dated July 18, 1996, and William Patrick James by Deed dated November 15, 2012, and of record in said Clerk's Office in Deed Book No. 304, at page 235.

PARCEL NO. 3: All that certain tract or parcel of land situate near West Virginia County Route 26 (Long Run Road), in Central District, Doddridge County, West Virginia, more particularly bounded and described as follows:

Beginning at a 1" rebar with cap found in a fence line at a corner common to Lawrence L James Living Trust (Tax Map 6 Parcel 6, Will Book 33 Page 226), Thelma B James (Tax Map 3 Parcel 15, Deed Book 260 Page 65) and Antero Resources Appalachian Corporation (Tax Map 6 P/O Parcel 6, Deed Book 304 Page 235);

Thence, with said Antero for three (3) lines, South 34 degrees 39 minutes 13 seconds East, a distance of 217.44 feet to a 1" rebar with cap found;

Thence, South 13 degrees 04 minutes 42 seconds East, a distance of 147.90 feet to a 1" rebar with cap found;

Thence, South 13 degrees 01 minutes 07 seconds East, a distance of 189.83 feet to a 1" rebar with cap found;

Thence, leaving said Antero and with two (2) new lines of division though said James (Tax Map 6 Parcel 6), North 70 degrees 30 minutes 17 seconds West, a distance of 297.52 feet to a point;

Thence, North 03 degrees 04 minutes 15 seconds East, a distance of 418.38 feet to a point, which bears South 81 degrees 04 minutes 48 seconds East, a distance of 47.53 feet from a 1" rebar with cap found;

Thence, with the fence line dividing said James Living Trust (Tax Map 6, Parcel 6) and said James (Tax Map 3, Parcel 15), South 81 degrees 01 minutes 53 seconds East, a distance of 58.90 feet to the Point of Beginning, containing 2.00 acres, more or less, as surveyed by Richard L. Haveron, P.S. #833, in July 2013, and shown on a plat entitled "Exhibit for

Antero Resources Corporation, Showing Proposed 2.00 Acre Conveyance on the lands of The Lawrence L. James Living Trust".

This property was conveyed to Antero Resources Corporation by Doris J. Bee and Debbie Hileman, as Second Successor Trustees of The Lawrence L. James Living Trust Dated July 8, 1996, and William Patrick James by Deed and Agreement dated August 8, 2013, and of record in said Clerk's Office in Deed Book No. 311, at page 35.

PARCEL NO. 4: All of the following described real estate situate on the waters of Meathouse Fork, New Milton District, Doddridge County, West Virginia, and more particularly described as follows:

Beginning at a point now set on the lands of Roger A. McClain, II and John H. McClain (Tax Map 08 Parcel 40, Deed Book 288 Page 303), which bears, South 14 degrees 53 minutes 00 seconds East, a distance of 251.69 feet from a White Oak with three hacks found on a corner common to said McClain parcel and a parcel of land now or formerly owned by Dale W. II and Melissa Keplinger (Surv.) (Tax Map 8 Parcel 18, Deed Book 236 Page 546);

Thence, through said McClain for nineteen (19) new lines, South 88 degrees 48 minutes 19 seconds East, a distance of 253.71 feet to a point;

Thence, South 31 degrees 36 minutes 53 seconds East, a distance of 192.80 feet to a point;

Thence, South 17 degrees 45 minutes 38 seconds East, a distance of 108.83 feet to a point;

Thence, South 36 degrees 03 minutes 14 seconds East, a distance of 365.42 feet to a point;

Thence, South 09 degrees 55 minutes 11 seconds West, a distance of 142.11 feet to a point;

Thence, South 00 degrees 42 minutes 12 seconds East, a distance of 206.75 feet to a point;

Thence, South 89 degrees 35 minutes 17 seconds West, a distance of 185.55 feet to a point;

Thence, North 47 degrees 19 minutes 10 seconds West, a distance of 187.46 feet to a point;

Thence, South 39 degrees 29 minutes 49 seconds West, a distance of 245.69 feet to a point;

Thence, North 61 degrees 19 minutes 07 seconds West, a distance of 98.83 feet to a point;

Thence, South 69 degrees 58 minutes 05 seconds West, a distance of 128.73 feet to a point;

Thence, South 65 degrees 06 minutes 19 seconds West, a distance of 121.50 feet to a point;

Thence, North 82 degrees 16 minutes 52 seconds West, a distance of 249.01 feet to a point;

Thence, North 07 degrees 55 minutes 58 seconds East, a distance of 320.36 feet to a point;

Thence, North 70 degrees 52 minutes 14 seconds East, a distance of 107.79 feet to a point;

Thence, North 58 degrees 35 minutes 04 seconds East, a distance of 128.26 feet to a point;

Thence, North 44 degrees 22 minutes 33 seconds East, a distance of 137.32 feet to a point;

102

Thence, North 03 degrees 27 minutes 20 seconds East, a distance of 341.93 feet to a point;

Thence, North 34 degrees 05 minutes 14 seconds East, a distance of 162.46 feet to the Point of Beginning, containing 15.07 acres, MORE OR LESS;

together with an easement for a road thirty feet (30') wide, more particularly described as follows:

Beginning at a point in West Virginia County Route 25, also known as Meathouse Fork Road, which bears, North 12 degrees 57 minutes 22 seconds West, a distance of 306.21 from an existing well head, API# 047-017-05113, located on the lands of Roger A. McClain, II and John H. McClain (Tax Map 08 Parcel 40, Deed Book 288 Page 303);

Thence, leaving said county route and through said McClain for twenty-nine (29) courses, South 40 degrees 18 minutes 26 seconds West, a distance of 219.33 feet to a point;

Thence, with a curve to the left, having a radius of 150.00 feet and a chord bearing of South 18 degrees 44 minutes 14 seconds West for a distance of 110.29 feet to a point;

Thence, South 02 degrees 49 minutes 59 seconds East, a distance of 78.36 feet to a point;

Thence, with a curve to the right, having a radius of 150.00 feet and a chord bearing of South 00 degrees 48 minutes 55 seconds West for a distance of 19.09 feet to a point;

Thence, South 04 degrees 27 minutes 49 seconds West, a distance of 251.17 feet to a point;

Thence, with a curve to the right, having a radius of 100.00 feet and a chord bearing of South 18 degrees 52 minutes 39 seconds West for a distance of 49.78 feet to a point;

Thence, South 33 degrees 17 minutes 29 seconds West, a distance of 258.02 feet to a point;

Thence, with a curve to the right, having a radius of 140.00 feet and a chord bearing of South 64 degrees 24 minutes 41 seconds West for a distance of 144.71 feet to a point;

Thence, North 84 degrees 28 minutes 07 seconds West, a distance of 68.08 feet to a point;

Thence, with a curve to the right, having a radius of 75.00 feet and a chord bearing of North 21 degrees 35 minutes 20 seconds West for a distance of 133.51 feet to a point;

Thence, North 41 degrees 17 minutes 28 seconds East, a distance of 18.59 feet to a point;

Thence, with a curve to the left, having a radius of 140.00 feet and a chord bearing of North 06 degrees 59 minutes 05 seconds East for a distance of 157.81 feet to a point;

Thence, North 27 degrees 19 minutes 17 seconds West, a distance of 134.04 feet to a point;

Thence, with a curve to the right, having a radius of 500.00 feet and a chord bearing of North 25 degrees 14 minutes 05 seconds West for a distance of 36.41 feet to a point;

Thence, North 23 degrees 08 minutes 54 seconds West, a distance of 224.37 feet to a point;

103

Thence, with a curve to the left, having a radius of 500.00 feet and a chord bearing of North 28 degrees 08 minutes 53 seconds West for a distance of 87.15 feet to a point;

Thence, North 33 degrees 08 minutes 52 seconds West, a distance of 36.59 feet to a point;

Thence, with a curve to the right, having a radius of 300.00 feet and a chord bearing of North 29 degrees 38 minutes 37 seconds West for a distance of 36.67 feet to a point;

Thence, North 26 degrees 08 minutes 21 seconds West, a distance of 113.61 feet to a point;

Thence, with a curve to the left, having a radius of 120.00 feet and a chord bearing of North 39 degrees 47 minutes 03 seconds West for a distance of 56.62 feet to a point;

Thence, North 53 degrees 25 minutes 45 seconds West, a distance of 68.05 feet to a point;

Thence, with a curve to the right, having a radius of 200.00 feet and a chord bearing of North 38 degrees 40 minutes 55 seconds West for a distance of 101.82 feet to a point;

Thence, North 23 degrees 56 minutes 04 seconds West, a distance of 161.01 feet to a point;

Thence, with a curve to the left, having a radius of 200.00 feet and a chord bearing of North 34 degrees 32 minutes 14 seconds West for a distance of 73.60 feet to a point;

Thence, North 45 degrees 08 minutes 23 seconds West, a distance of 80.10 feet to a point;

Thence, with a curve to the left, having a radius of 90.00 feet and a chord bearing of North 76 degrees 47 minutes 31 seconds West for a distance of 94.46 feet to a point;

Thence, South 71 degrees 33 minutes 21 seconds West, a distance of 124.97 feet to a point;

Thence, with a curve to the left, having a radius of 90.00 feet and a chord bearing of South 40 degrees 15 minutes 45 seconds West for a distance of 52.67 feet to the Point of Terminus, which bears, South 30 degrees 03 minutes 12 seconds East, a distance of 282.89 feet from a White Oak with three hacks found on a corner common to said McClain parcel and a parcel of land now or formerly owned by Dale W. II and Melissa Keplinger (Surv.) (Tax Map 8 Parcel 18, Deed Book 236 Page 546).

This tract or parcel of land and easement were conveyed to Antero Resources Corporation by John H. McClain, et al., by Deed and Easement Agreement dated July 19, 2013, and of record in said Clerk's Office in Deed Book No. 310, at page 254.

PARCEL NO. 5: A parcel of land situate on the waters of McElroy Creek and along County Route 5 in McClellan District, Doddridge County, West Virginia and being more particularly described as follows:

Beginning at a 1" iron rebar with 2 1/2" aluminum cap set (hereafter called 1" rebar with cap set) on a line common to John H. McClain's 34.60 acre tract (Tax Map 11 Parcel 25) and Shawn A. Glaspell's 265.27 acre tract (Tax Map 11 Parcel 34), which said point bears N 51°52'56" W 71.55' from a 20" Sycamore found at a corner common to said 34.60 acre tract and 265.27 acre tract, thence through said 265.27 acre tract for three lines:

104

S 35°01'02" W 534.05' to a 1" rebar with cap set, thence

S 73°19'45" W 679.09' to a 1" rebar with cap set, thence

N 80°48'37" W 113.22' to a found 5/8" rebar, bent, in County Route 5, at a corner common to said 265.27 acre tract and Michael W. and Jodi A. Swiger's 4.50 acre tract (Tax Map 11 Parcel 34.1), which said rebar bears

N 79°28'06" E 95.88' from a found 5/8" rebar at another common corner to said 265.27 acre tract and said 4.50 acre tract, thence with said 4.50 acre tract for one line and with said 265.27 acre tract for nine lines:

N 12°28'06" E 245.37' to a point in the center of McElroy Creek, thence with center of said creek for eight lines:

N 75°35'09" E 98.00' to a point, thence

N 52°56'32" E 139.53' to a point, thence

N 43°42'48" E 123.51' to a point, thence

N 24°56'08" E 113.65' to a point, thence

N 27°41'56" E 181.26' to a point, thence

N 51°22'48" E 171.19' to point, thence

N 66°33'27" E 198.23' to a point, thence

N 33°25'28" E 44.51' to a point at a corner common to said 34.60 acre tract and 265.27 acre tract, thence with said 34.60 acre tract and 265.27 acre tract for two lines:

S 35°22'56" E passing through a 1" rebar with cap set at 63.78' for a total distance of 310.26' to a 1" rebar with cap set, thence

S 51°52'56" E 91.80' to the place of beginning, containing an area of 10.76 Acres, more or less, as surveyed by Kenneth J. Plum, P.S. 2216, of Allegheny Surveys of Bridgeport, WV, on September 16, 2013, and shown on a plat entitled "Plat of Partition Survey for Antero Resources Corporation on The Lands of Shawn A. Glaspell," of record in said Clerk's Office in Deed Book No. 315, at page 500;

and being the same property conveyed to Antero Resources Corporation by Shawn A. Glaspell by deed dated October 14, 2013, and of record in said Clerk's Office in Deed Book No. 315, at page 497.

PARCEL NO. 6: All the following described tracts or parcels of land situate on the waters of McElroy Creek near Riggins Run, McClellan District, Doddridge County, West Virginia, and bounded and described as follows, to-wit:

FIRST TRACT: BEGINNING at a gum and white oak on the bank of the Creek, corner to Isaac Underwood, and running thence N. 52 E. 56 poles to a stone in the creek; thence S. 62 1/2 E. 40 poles to a stone in the creek; thence S. 25 W. 82 poles to a white oak bush; thence N. 40 W. 75 poles to the beginning, containing Twenty-four and one-third (24-1/3) acres, more or less.

SECOND TRACT: BEGINNING at a stone, a corner in the line of I. N. Underwood, and running thence with two of his lines, S. 39 E. 16 poles to a stone where a hickory was supposed to stand; thence S. 62 E. 33 poles to a stone with beech pointers; thence N. 20 E. 86 poles to a stone in the William Ash line, in the creek; thence with his lines, N. 61 1/2 W. 38 1/2 poles to a stone, corner to widow's dower tract in the Samuel Ash Estate; and thence with a line of same, S. 25 1/4 W. 79 poles to the beginning, containing Twenty-three and one-eighth (23-1/8) acres, more or less.

THIRD TRACT: BEGINNING at a Black Walnut Tree standing on the East bank of said creek, a corner in Autis Bakers line, and running thence down said creek, S. 7 1/2 W. 8.9 poles to a sycamore, thence S. 25 W. 9.4 poles to a Bambush, thence S. 23 W. 7.2 poles to a Willow, thence S. 2 W. 7.4 poles to a Syck. stump, S. 2 1/2 E. 9.5 poles to a Bambush, thence S. 11 W. 9.4 poles to an Ash, thence S. 11 E. 10.7 poles to a Willow, thence S. 4 W. 10.7 poles to a Willow, thence S. 30 1/2 E. 9.2 poles to a stake, thence S. 28 W. 6.2 poles to a stake, thence S. 44 W. 6.4 poles to a Sycamore, and now it is understood that these eleven lines is and does hereby include a strip about four rods wide following near the center of said creek, which is added to the area of said land, and making near the center of said creek, thence running up Bau Lick Run, S. 33 1/2 E. 12 poles to a sycamore, thence S. 50 E. 9.9 poles to a sycamore, thence N. 69 E. 8 1/4 poles to a White Walnut, thence N. 66 1/2 E. 10.2 poles to a Beech, thence N. 81 E. 12.1 poles to a Water Beech, thence N. 74 1/2 E. 12 poles to a Beech, thence N. 81 E. 12 poles to a sycamore, thence S. 81 1/2 E. 10.1 poles to an Elm, thence N. 81 1/2 E. 17.4 poles to a Walnut, S. 57-1/4 E. 4.8 poles to a Small Hickory, S. 85 1/2 E. 9.6 poles to a White Walnut, thence S. 84 E. 8.6 poles to a Buckeye, thence S. 80 1/2 E. 10.1 poles to a walnut, thence S. 82 E. 3-3/4 poles to a walnut, S. 72 E. 12 poles to a stone in Bau Lick Run, a corner to land of R. J. Ash, and others, thence N. 65 W. 94 poles to a Hickory (down); thence N. 42 W. 70 poles to the place of beginning, containing 34.6 acres, be the same more or less.

This property was conveyed to Antero Resources Corporation by John H. McClain by deed dated October 14, 2013, and of record in said Clerk's Office in Deed Book No. 316, at page 389.

3. Ritchie County, WV Lands

PARCEL NO. 1: A certain parcel of land situate along the waters of Little White Oak Creek and near County Route 9 in the Union District, Ritchie County, West Virginia, and being more particularly described as follows:

Beginning at a 1" iron rebar with 2-1/2" aluminum cap set (1" Rebar hereafter) located in the lands of O'Neill Family Trust, et al 218.57 Acre tract (Tax Map 14 Parcel 10) which said point bears N 72°55'21" E 1052.62' from a 1/2" iron pin with pointers found at a corner to Betty O'Neill Newsom's 54.65 Acre tract (Tax Map 14 Parcel 3.1), thence through the said O'Neill Family Trust, et al 218.57 Acre tract (Tax Map 14 Parcel 10) for ten lines:

S 86°57'42" E 280.44' to a 1" rebar set, thence

N 73°54'57" E 218.88' to a 1" rebar set, thence

S 11°21'05" E 230.00' to a 1" rebar set, thence

S 53°38'55" W 92.00' to a 1" rebar set, thence

S 22°38'55" W 277.00' to a 1" rebar set, thence

S 11°21'05" E 265.00' to a 1" rebar set, thence

S 28°38'55" W 194.00' to a 1" rebar set, thence

S 77°38'55" W 109.02' to a 1" rebar set, which bears N 58°26'35" E 1772.22' from a 5/8" iron rebar located at a corner common to the said O'Neill Family Trust, et al 218.57 Acre tract, thence continuing through said O'Neill Family Trust, et al 218.57 Acre tract

N 15°28'29" W 247.49' to a point, thence

N 11°21'05" W 718.83' to the Point of Beginning containing 6.91 acres, more or less, as surveyed by Allegheny Surveys, Inc. of Bridgeport, West Virginia in March of 2012, and shown on a plat entitled "Plat of Partition Survey for Antero Resources Appalachian Corporation of Proposed White Oak Compressor Station & Ingress/Egress Easement";

together with an easement thirty feet (30') in width for a road, more particularly described as follows:

Beginning at a point located on a line common to O'Neill Family Trust, et al 218.57 Acre tract (Tax Map 14 Parcel 10) and Nathaniel Hendricks 1 acres and 71 sq. Rod tract (Tax Map 14 Parcel 11.4), thence leaving said Nathaniel Hendricks 1 acres and 71 sq. Rod tract and through said O'Neill Family Trust, et al 218.57 Acre tract for twenty lines:

With a curve to the right, having a radius of 90.00', an arc length of 119.44', a chord bearing of

S 77°03'34" W, and a chord length of 110.87' to a point, thence

With a curve to the left, having a radius of 934.32', an arc length of 60.87', a chord bearing of

N 65°45'27" W, and a chord length of 60.86' to a point, thence

With a curve to the left, having a radius of 219.15', an arc length of 106.95', a chord bearing of

N 83°54'40" W, and a chord length of 105.89' to a point, thence

With a curve to the left, having a radius of 405.86', an arc length of 158.33', a chord bearing of
S 72°55'44" W, and a chord length of 157.33' to a point, thence
S 59°26'44" W 41.16' to a point, thence
S 56°32'33" W 41.12' to a point, thence
S 58°07'57" W 49.59' to a point, thence
S 59°04'41" W 18.59' to a point, thence

107

S 61°38'23" W 24.24' to a point, thence
S 61°16'46" W 22.53' to a point, thence
S 60°29'51" W 19.19' to a point, thence
S 58°03'55" W 15.27' to a point, thence
With a curve to the left, having a radius of 277.97', an arc length of 93.82', a chord bearing of
S 48°10'37" W, and a chord length of 93.38' to a point, thence
S 43°14'08" W 40.79' to a point, thence
S 45°18'08" W 29.84' to a point, thence
S 45°55'15" W 17.30' to a point, thence
S 47°18'11" W 53.09' to a point, thence
With a curve to the left, having a radius of 553.24', an arc length of 115.68', a chord bearing of
S 42°27'34" W, and a chord length of 115.47' to a point, thence
With a curve to the left, having a radius of 749.14', an arc length of 99.89', a chord bearing of
S 33°14'41" W, and a chord length of 99.82' to a point, thence continuing through said O'Neill Family Trust, et al 218.57 Acre tract.
S 27°51'12" W 163.91' to a point which bears S 86°57'42" E 181.71' from a 1" iron rebar with a 2-1/2" aluminum cap, set at the northwesterly corner of the aforementioned 6.91 acres, more or less, conveyed by said deed.

This tract or parcel of land and said easement were conveyed to Antero Resources Appalachian Corporation by Mary Frances Harms, et al., by Deed and Easement Agreement dated June 4, 2012, and of record in the Office of the Clerk of the County Commission of Ritchie County, West Virginia, in Deed Book No. 316, at page 956; and being the same tract or parcel of land described in a Quitclaim Corrective Deed dated June 29, 2012, and of record in said Clerk's Office in Deed Book No. 317, at page 107, to Antero Resources Appalachian Corporation from Timothy R. O'Neill; in a Quitclaim Corrective Deed dated June 29, 2012, and of record in said Clerk's Office in Deed Book No. 317, at page 109, to Antero Resources Appalachian Corporation from Mary Frances Harms; and in a Quitclaim Corrective Deed dated June 29, 2012, and of record in said Clerk's Office in Deed Book No. 317, at page 111, to Antero Resources Appalachian Corporation from Kathleen R. Hooven.

PARCEL NO. 2: A certain parcel of land situate along the waters of Little White Oak Creek and near County Route 9 in the Union District, Ritchie County, West Virginia and being more particularly described as follows:

Beginning at a 1" iron rebar with 2 1/2" aluminum cap found (hereafter called 1" rebar with cap found) located at a corner common to the O'Neill Family Trust's 211.66 acre tract (Tax

108

Map 14 Parcel 10) and Antero Resources Appalachian Corporation's 6.91 acre tract (Tax Map 14 Parcel 10.1), which said point bears N 11°21'05" W 230.00' from a 1" iron rebar found located at a corner common to said 211.66 acre tract and said 6.91 acre tract, thence with said 211.66 acre tract and said 6.91 acre tract for one line:

S 73°54'57" W 175.00' to a 1" iron rebar with 2 1/2" aluminum cap set (hereafter called 1" rebar with cap set), which said point bears N 73°54'57" E 43.88' from a 1" iron rebar found located at a corner common to said 211.66 acre tract and said 6.91 acre tract, thence leaving said 6.91 acre tract and through said 211.66 acre tract for three lines:

N 16°05'03" W 125.00' to a 1" rebar with cap set, thence

N 73°54'57" E 175.00' to a 1" rebar with cap set, thence

S 16°05'03" E 125.00' to the Point of Beginning containing 0.50 acres (21,875.0 Sq. Ft.), more or less, as surveyed by Bradley D. Miller, PS. 2167, of Allegheny Surveys, Inc. of Bridgeport, West Virginia, in May of 2013, and shown on a plat entitled "Plat of Additional Partition Survey

for Antero Resources Appalachian Corporation of Proposed White Oak Compressor Station,”

together with an easement thirty feet (30') in width for a road, the center line of said easement being more particularly described in a deed recorded in said Clerk's Office in Deed Book No. 316, at page 956.

This property and easement were conveyed to Antero Resources Appalachian Corporation by Mary Frances Harms, et al., by Deed and Easement Agreement dated June 12, 2013, and of record in said Clerk's Office in Deed Book No. 322, at page 41.

4. Monroe, OH Land

Situated in the State of Ohio, County of Monroe, Township of Seneca, being in the southeast quarter of the southeast quarter of Section 3, Range 7 West, Township 7 North, of "The Old Seven Ranges Survey", being part of a tract of land conveyed to Lynn and Yvonne Reusser, (by a deed recorded in Vol. 200, Pg. 809 of the Monroe County records), Parcel Number 20-014002, and being bounded and described as follows:

Beginning at a 5/8" Rebar found at the southeast corner of the northeast quarter of the southeast quarter of Section 3. Said monument being a common corner to the properties now or formerly owned by John D. Eschliman (Vol. 201/ Pg. 322), Charlotte McCoy (Vol. 120, Pg. 718), and this Monroe, OH Land herein described.

Thence, from said Point of Beginning, leaving said quarter-quarter Section line and said Eschliman property, and with said McCoy property and the east line of Section 3,

S 00° 14' 08" W, 484.02' to a 5/8" Rebar found on the east line of Section 3 and at the southwest corner of Section 33 and the northwest corner of Section 32 (T-6, R-6). Said monument being a common corner to a property in Section 32 now or formerly owned by Lynn and Yvonne Reusser (Vol. 200, Pg. 809), said McCoy property and this Monroe, OH Land herein described, thence, with the west line of said Section 32 and the east line of Section 3,

S 00° 14' 08" W, 850.50' to a 5/8" Rebar found. Said monument being the southeast corner of Section 3 and the northeast corner of Section 2 in T-7, R-7, and being the northeast corner of a property now or formerly

109

owned by Neil and Susan Kammiller (Vol. 176, Pg. 598), thence, along the south line of Section 3, the north line of Section 2 and the north line of said Kammiller property, and a part of the north line of a property now or formerly owned by Judy Russell and Louis Dick (Vol. 194, Pg. 867),

S 89° 54' 23" W, 1,303.66' to a #5 Rebar set. Said monument being a common corner of a property now or formerly owned by John D. Eschliman (Vol. 171, Pg. 1015), and this Monroe, OH Land herein described, thence, leaving said Russell and Dick property and with the east line of said Eschliman property,

N 01° 44' 48" W, 490.41' to a #5 Rebar set in the centerline of Township Road 66, (30 foot width). Said point being a common corner to a property now or formerly owned by Carolyn Dick (Vol. 72, Pg. 877), said Eschliman property and this Monroe, OH Land herein described, thence, leaving said Eschliman property and along the easterly lines of said Carolyn Dick, and with said centerline as follows:

N 47° 12' 46" E, 335.37' to a #5 Rebar set, thence,

N 41° 26' 14" E, 142.20' to a #5 Rebar set, thence,

N 31° 59' 46" E, 92.33' to a #5 Rebar set, thence,

N 15° 32' 08" E, 452.33' to a #5 Rebar set. Said point being a common corner to said Eschliman property (Vol. 201, Pg. 322) and this Monroe, OH Land herein described, thence, along the north line of the southeast quarter of the southeast quarter of Section 3,

S 89° 51' 16" E, 813.80' to the Point of Beginning, containing 33.96 acres, more or less, Parcel Number 20-014002, of which 0.36 acre lies in the right of way of Township Road 66, as surveyed under the supervision of Patrick W. Fogarty, Professional Surveyor Number 7945 in December of 2012.

5. Harrison County, WV Lands

All that certain tract or parcel of land situate on the waters of Isaac's Creek, Union District, Harrison County, West Virginia, more particularly bounded and described as follows:

Commencing at a point at the intersection of the westerly right of way of Route 38/3 and the northerly right of way of a non-exclusive forty foot wide easement for ingress and egress, from which a found 5/8-inch rebar with Allegheny Surveys cap on the easterly right of way of Route 38/3 bears N 53°40'55" E 96.02 feet; thence leaving the said westerly right of way of Route 38/3 and with the northerly right of way of the forty foot wide easement through the remaining lands of Hurst for one course and distance

S 72°19'58" W 184.97 feet to a set 5/8-inch rebar with Shumate cap at the true point of beginning; thence continuing with the northerly right of way of the forty foot wide easement and new division lines through the lands of Hurst for three courses and distances

S 72°19'58" W 192.64 feet to a set 5/8-inch rebar with Shumate cap; thence

N 81°20'38" W, passing through a set 5/8-inch rebar with Shumate cap at 219.09 feet, a distance of 376.81 feet in all to a set railroad spike; thence

N 65°27'11" W 110.36 feet to a set 5/8-inch rebar with Shumate cap; thence leaving the said northerly right of way of the forty foot wide easement and with new division lines through the remaining lands of Hurst for five courses and distances

110

N 21°04'43" E 243.47 feet to a set 5/8-inch rebar with Shumate cap; thence

N 47°20'05" E 147.52 feet to a set 5/8-inch rebar with Shumate cap; thence

N 68°40'24" E, passing through a set 5/8-inch rebar with Shumate cap at 165.88 feet, a distance of 324.44 feet in all to a set 5/8-inch rebar with Shumate cap; thence

S 70°59'13 E, passing through a set 5/8-inch rebar with Shumate cap at 167.50 feet, a distance of 355.44 feet in all to a set 5/8-inch rebar with Shumate cap; thence

S 25°27'57" W 413.63 feet to the place of beginning, containing 7.00 acres of land, more or less.

The above property is the same tract or parcel of land conveyed to Antero Resources Corporation by Clara Mae Hurst and Peggy Lou Hurst by Deed, Easement and Agreement dated December 12, 2013, and of record in said Office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1524, at page 444.

Compressor Stations

Owned Compressor Stations:

	<u>Compressor Station Description</u>	<u>State</u>
1.	White Oak Compressor Station	WV
2.	Pennington Temp Compressor Station	WV
3.	New Milton Compressor Station	WV
4.	Mountain Compressor Station	WV
5.	Edna Monroe CS Site Review	WV
6.	Canton North Compressor Station	WV
7.	Nichols Compressor Station	WV
8.	Mid-Canton Compressor Station	WV
9.	West Mountain Compressor Station	WV
10.	West White Oak Compressor Station	WV
11.	Male Pad Compression Station (Temporary)	WV
12.	South Fork I Compressor Station	OH
13.	South Fork II Compressor Station	OH
14.	South Fork III Compressor Station	OH

Gathering and Compression Equipment

High Pressure Lines

<u>Description</u>	<u>State</u>
20" HP HILL TO REUSSER P/L	OH
BATESVILLE 20" HP LATERAL	OH
CRUM 20" HP LATERAL	OH
MILEY 16" HP LATERAL	OH
JRV/SPRY HP SALES LINE	WV
WHITE OAK PIPELINE	WV
WEST UNION 16" HP & 20" LP P/LS	WV
TOM'S FORK HP PIPELINE	WV
CANTON EAST 16" HP DISCHARGE	WV
NEW MILTON LATERAL	WV
MIDPOINT 16" HP CONNECTOR	WV
JARVISVILLE TO EQT HP 12" P/L	WV
MTN HIGH PRESSURE	WV
BOBCAT TO EQT HP LATERAL	WV
VICTORIA CS TO EQT HP 16" HP	WV
NORTH CANTON 16" HP LATERAL	WV
ANNIE TO MONROE 20" HP LATERAL	WV
SNAKE RUN 16" HP LATERAL	WV
STARK TO SUMMIT 12" HP DISCH	WV
KARL EXPRESS HP LOOP	WV

Low Pressure Lines

<u>Description</u>	<u>State</u>
LP P/L FROM MILEY 5H TO PLANT	OH
20" HILL CS LP LATERAL	OH
UTICA ROBERT 20" LP PIPELINE	OH
MYRON 20" LP GATH P/L	OH
ERVIN LP LATERAL P/L	OH
20" REUSSER CS LP LATERAL	OH

BATESVILLE 20" LP LATERAL	OH
OHIO HILL PAD TO DOMINION P/L	OH
MILEY 5H PAD TO COLUMBIA P/L	OH
12" LP CARPENTER LATERAL	OH
20" SCHROEDER LATERAL	OH
ROE 16" LP GATHERING P/L	OH
LORADITCH 16" LP GATH P/L	OH
WILSON 20" LP LATERAL	OH
URBAN 16" LP LATERAL	OH
SCHULTZ 16" LP LATERAL	OH
MONROE 16" LP LATERAL	OH
WARNER 20" LP LATERAL	OH
CRUM 20" LP LATERAL	OH

Description	State
UTICA BOND 16" LP LATERAL	OH
JR 12" LP LATERAL	OH
NILLA 16" LP LATERAL	OH
UTICA BISHOP 20" LP LATERAL	OH
UTICA ANDES 20" LP LATERAL	OH
UTICA BUCKHART 12" LP LATERAL	OH
UTICA HEFT 20" LP LATERAL	OH
UTICA KURTZ 16" LP LATERAL	OH
UTICA KUHNS 20" LP LATERAL	OH
DEVOLLD 20" LP LATERAL	OH
FARNSWORTH 16" LP LATERAL	OH
KILBURN 16" LP LATERAL	OH
BATES 16" LP LATERAL	OH
KRUPA 16" LP LATERAL	OH
KIRKWOOD LP LATERAL	OH
ROOSEN 16" LP LATERAL	OH
SCOTT 16" LP LATERAL	OH
TROYER 16" LP LATERAL	OH
BETTS 16" LP LATERAL	OH
MELVIN LP LATERAL	OH
CALIFORNIA GATHERING	WV
CALIFORNIA TAP	WV
SALEM TAP	WV
JARVISVILLE SOUTH GATHERING	WV
JARVISVILLE SOUTH TAP	WV
SALEM TO ETC CONNECTION	WV
CLARKSBURG TO ETC CONNECTION	WV
CLARKSBURG TO SALEM PIPELINE	WV
CANTON LATERAL	WV
CANTON GATHERING	WV
MOORE PIPELINE	WV
TIECHNAL TO ZINNIA PIPELINE	WV
POWELL LATERAL	WV
WHITEHAIR PIPELINE	WV
ERWIN HILLTOP PIPELINE	WV
ERWIN VALLEY PIPELINE	WV
YOLANDA PIPELINE	WV
JOHN CAMPBELL SOUTH PIPELINE	WV
LOCKHART HEIRS PIPELINE	WV
RICHARD GARY PIPELINE	WV
JON DAVIS LATERAL	WV
VOGT LATERAL	WV
LEATHERMAN LATERAL	WV
MOUNTAIN 16" LP	WV
HAMILTON 16" LP GATH LINE	WV
EDDY 16" LP GATH LINE	WV
MCGILL LATERAL	WV
PRIMM 16" & 20" GATH LINE	WV

Description	State
ANNIE HORIZONTAL 16" LP GATH	WV
RJ SMITH 16" LP GATH LINE	WV
CANTON EAST 20" LP GATH PL	WV
CLINE 12" LP GATH LINE	WV
MISERY 16" LP GATH LINE	WV
NASH 16" LP GATH LINE	WV
MELODY 16" LP GATH LINE	WV

MOUNTAIN NORTH 20" LP LATERAL	WV
REVIVAL 16" LP GATH LINE	WV
CHESTNUT 16" LP GATH LINE	WV
YVONNE 16" LP GATH LINE	WV
CHARLENE 16" LP LATERAL	WV
PIERPOINT 20" LP PIPELINE	WV
PEARL JEAN 12" LP LATERAL	WV
PRIMM WEST 20" LP GATH PL	WV
DIANE DAVIS 16" LP CON LINE	WV
MOUNTAIN 20" LP LATERAL	WV
WILLARD 16" LP LATERAL	WV
LUMBERPORT SALES PIPELINE	WV
CANTON TARGA 1 LATERAL	WV
CANTON TARGA 2 LATERAL	WV
LANGFORD PIPELINE	WV
GLASS PIPELINE	WV
JOHN RICHARDS PIPELINE	WV
LEMLEY 16" LP GATH LINE	WV
TERRY SNIDER 16" LP GATH LINE	WV
HARTLY 16" LP GATH LINE	WV
PENNINGTON NORTH 16" GATH LINE	WV
NORTH CANTON 20" LP LATERAL	WV
PENNINGTON SOUTH 16" LP LAT	WV
IKE 16" LP LATERAL	WV
ROCK RUN 16" LP LATERAL	WV
WALNUT WEST 16" LP LATERAL	WV
NORTON 16" LP LATERAL	WV
FRITZ 16" LP LATERAL	WV
DEETS 16" LP LATERAL	WV
WOLF PEN 16" LP LATERAL	WV
HEASTER 16" LP LATERAL	WV
JACKSON 16" LP LATERAL	WV
COFOR 16" LP LATERAL	WV
SANCHO 16" LP LATERAL	WV
OSBORNE 16" LP LATERAL	WV
JAMES WEBB 16" LP LATERAL	WV
NOLAND 16" LP LATERAL	WV
KELLY 16" LP LATERAL	WV
PAUL SMITH 16" LP LATERAL	WV
STRICKLING 16" LP LATERAL	WV
IRELAND NORTH 16" LP LATERAL	WV

Description	State
MIDDLE 16" LP LATERAL	WV
JOSEPH GUM LP LATERAL	WV
NALLEY LP LATERAL	WV
BALLI 16" LP LATERAL	WV
BISON 16" LP LATERAL	WV
BUCK RUN 16" LP LATERAL	WV
DRAKE 16" LP LATERAL	WV
MULVAY 16" LP LATERAL	WV
SITLER 16" LP LATERAL	WV

Other	
Description	State
UTICA ROW ACQUISITION	OH
UTICA ENGINEERING	OH
UTICA METER TUBE INVENTORY	OH
EQUIPMENT CAP. OHIO GTH	OH
OH PIGGING EXPENSE	OH
NICHOLS CS SUCTION & DISCH PLS	WV
WV PIGGING EXPENSE	WV
GATH EQUIPMENT INV	WV
CHECK VALVE	WV
BALL VALVE	WV
WEST UNION ROW ACQUISITION	WV
WHITE OAK P/L WELL HOOKUP ROW	WV
GASKINS ETC METER STATION	WV
SEPARATOR INVENTORY	WV
2012 METER TUBE INVENTORY - AR	WV
TIECHNAL FLOW CONTROL STATION	WV
DOERFLER GLYCOL CONTACTOR TWR	WV
ULTRASONIC METER RUN @EQT TAP	WV
SHERWOOD GAS PLANT INTERCONNEC	WV
PIKE FORK TAP	WV

Condensate Lines

Description	State
4" CONDENSATE GATH PIPELINE	OH
BATESVILLE AREA CONDENSATE SYS	OH
CRUM AREA CONDESATE SYSTEM	OH
DOTSON HOLLAND 16" CON LINE	WV

Gathering and Compression Related Contracts

1. Option to Purchase Equity Interest in Rover Pipeline LLC dated as of June 20, 2014 by and between Antero Resources Corporation and Energy Transfer Partners, L.P.
2. Participation Agreement dated as of June 20, 2014 by and between Antero Resources Corporation and Series B of M3 Appalachia Operating, LLC

Gathering and Compression Permits**Gathering and Compression Permits with the following agencies:**

Agency	Description of Permits/Certifications
Army Corp of Engineers (" <u>ACOE</u> ")	Any ACOE permit verification for Section 404 Clean Water Act. Permit verification can include Nationwide Permit Nos. 12, 14, or 39 for any work, including construction and dredging, in the Nation's navigable waters. Also known as a Pre-Construction Notification (PCN).
US Fish and Wildlife Service (" <u>USFWS</u> ")	Any Permit/Consultation regarding RTE (rare, threatened, endangered species; e.g., Indiana Bats, freshwater mussels) for Ohio and West Virginia.
West Virginia Department of Natural Resources, Wildlife Resources Division	Any Permit/Consultation regarding RTE (rare, threatened, endangered species; e.g., Indiana Bats, freshwater mussels).
West Virginia State Historic Preservation Office (" <u>SHPO</u> ")	Any Permit/Cultural Resource Consultation required for all projects submitted to the ACOE.
West Virginia Department of Environmental Protection (" <u>WVDEP</u> ")	Any WVDEP General Water Pollution Control Permit regarding the discharge of stormwater runoff associated with oil and gas related construction activities.
West Virginia Department of Natural Resources Office of Land and Streams	Any permits for right-of-entry or crossing for any stream activities associated with projects, including stream crossings (boring or not), rail crossings, wetlands, mussel streams, etc.
West Virginia Division of Highways	Permitting covering construction in/around road crossings (boring or open-cutting a roadway) and project access roads/entrance locations.
West Virginia County Floodplain Offices	Any permit approvals for projects within each county floodplain and for all projects in or not in floodplain.
Ohio Department of Natural Resources Wildlife Resources Impact Assessment	Permits related to searches of the Ohio Natural Heritage Database and other relevant databases to determine if the project is located within any officially designated wilderness areas or wilderness preserves and to ascertain if there were any threatened or endangered species within the proposed project ROW or on contiguous properties.
Ohio State Historic Preservation Office	Permitting related to reviews identifying Phase 1 Surveys or archaeological sites within the project ROW.
Ohio Environmental Protection Agency (" <u>OEPA</u> ")	Individual Section 401 Water Quality Certifications (" <u>WQC</u> ") from the state; ACOE 404 Permits.
Ohio County Floodplain Offices	Permitting related to consultation required if project is located within a 100-year floodplain.

to include the following operating permits:

	Compressor Station	State	Landowner/ Lessor	Permit	Agency
1.	White Oak	WV	Antero Resources	Antero - Permit No. R13-3002A, Plant ID No. 085-00023 SERIES 13 Permits for Construction, Modification, Relocation and Operation of Stationary Sources of Air Pollutants, Notification Requirements,	WVDEP Division of Air Quality

	Compressor Station	State	Landowner/ Lessor	Permit	Agency
				Temporary Permit, General Permit, and Procedure for Evaluation	
2.				Antero — Permit No. WVG611615 Multi-Sector Stormwater General Permit	WVDEP Office of Water and Waste Management
3.	Bluestone	WV	Antero Resources	Air Permit	N/A
4.	New Milton	WV	Antero Resources	Antero - Permit No. R13-3106, Plant ID No. 017-00060 SERIES 13Permits for Construction, Modification, Relocation and Operation of Stationary Sources of Air Pollutants, Notification Requirements, Temporary Permit, General Permit, and Procedure for Evaluation	WVDEP Office of Water and Waste Management
5.	Antero Male Station	WV	Antero Resources	Antero — Permit No. G30-D171, Plant ID No. 033-00201 Class II General Permit G30-D Registration to Construct	WVDEP Division of Air Quality
6.	Antero Pennington North Station	WV	Antero Resources	Antero - Permit No. R13-3080, Plant ID No. 017-00056 SERIES 13 Permits for Construction, Modification, Relocation and Operation of Stationary Sources of Air Pollutants, Notification Requirements, Temporary Permit, General Permit, and Procedure for Evaluation	WVDEP Division of Air Quality
7.	Antero Mountain Station	WV	Antero Resources	Antero - Permit No. R13-3166, Plant ID No. 095-00033 SERIES 13 Permits for Construction, Modification,	WVDEP Division of Air Quality

	Compressor Station	State	Landowner/ Lessor	Permit	Agency
				Relocation and Operation of Stationary Sources of Air Pollutants, Notification Requirements, Temporary Permit, General Permit, and Procedure for Evaluation	
8.	Antero North Canton Station	WV	Antero Resources	Antero - Permit No. R13-3167, Plant ID No. 017-00084 SERIES 13 Permits for Construction, Modification, Relocation and Operation of Stationary Sources of Air Pollutants, Notification Requirements, Temporary Permit, General Permit, and Procedure for Evaluation	WVDEP Division of Air Quality
9.	Antero Monroe Station	WV	Antero Resources	Antero - Permit No. R13-3184, Plant ID No. 095-00037 SERIES 13 Permits for Construction, Modification, Relocation and Operation of Stationary Sources of Air Pollutants, Notification Requirements, Temporary Permit, General Permit, and Procedure for Evaluation	WVDEP Division of Air Quality

Gathering and Compression Conveyed IP

None.

EXHIBIT A-2

WATER ASSETS

Non-Hydrocarbon Systems

Any systems held for the gathering or transportation of water, carbon dioxide or other non-hydrocarbons, or the treatment, transportation, handling or disposal of waste water or other fluid waste in the following counties and states:

Doddridge County, WV;

Harrison County, WV;

Tyler County, WV;

Ritchie County, WV;

Pleasants County, WV;

Monroe County, OH;

Noble County, OH;

Guernsey County, OH;

Belmont County, OH;

Harrison County, OH.

EXHIBIT A-2

Water Easements

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Lake Water Impoundment	WV	Antero Resources Appalachian Corporation	Big United Methodist Church	Access Road Agreement	9	12	Greenbrier	Doddridge	3/4/2013	0.27	Access Road Agreement, Memo of Access Road Agreement	3/4/2013	Doddridge		
Harshbarger South Water Impoundment		Antero Resources Appalachian	Timothy R O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/5/2012	218.57	Memo of WI Agmt, WI Agreement	11/5/2012	Ritchie	11/26/2012	318/416
Harshbarger South Water Impoundment		Antero Resources Appalachian	Timothy R O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/5/2012	218.57	Water Tank Pad Agmt, Memo of Water Tank Pad Agmt	1/11/2013	Ritchie	2/20/2013	318/1068-1069
Harshbarger South Water Impoundment		Antero Resources Appalachian	Sharon S O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/2/2012	218.57	Memo of Water Tank Pad, Water Tank Pad Agreement	1/19/2013	Ritchie	2/20/2013	318/1066-1067
Harshbarger South Water Impoundment		Antero Resources Appalachian	Mary Frances Harnes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	Memo of WI Agmt, WI Agreement	11/6/2012	Ritchie	11/26/2012	318/413
Harshbarger South Water Impoundment		Antero Resources Appalachian	Mary Frances Harnes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	Water Tank Pad Agmt, Memo of Water Tank Pad Agmt	1/12/2013	Ritchie	2/20/2013	318/1082-1084
Harshbarger South Water Impoundment		Antero Resources Appalachian	Mary Frances Harnes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	Water Tank Pad Agmt, Memo of Water Tank Pad Agmt	1/11/2013	Ritchie	2/20/2013	318/1085-1087
Harshbarger South Water Impoundment		Antero Resources Appalachian	Romarolo LLC	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	Water Tank Pad Agmt, Memo of Water Tank Pad Agmt	1/14/2013	Ritchie	2/20/2013	318/10710-1072

Harshbarger South Water Impoundment	Antero Resources Appalachian	Kathleen R Hoover	Access Road and Impoundment	10	14	Union	Ritchie	11/7/2012	218.57	Tank pad agreement, memo of tank pad agreement	1/14/2013	Ritchie		
Harshbarger South Water Impoundment	Antero Resources Appalachian	Karah L Loftin and Kelcie J Loftin	Access Road and Impoundment	10	14	Union	Ritchie	11/3/2012	218.57	Water Tank Pad Agmt, Memo of Water Tank Pad Agmt	1/7/2013	Ritchie	2/20/2013	318/1073-1075
Harshbarger South Water Impoundment	Antero Resources Appalachian	O'Neil Family Trust, Daniel J O'Neil, Sean T O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	Water Tank Pad Agmt, Memo of Water Tank Pad Agmt	1/9/2013	Ritchie	2/20/2013	318/1076-1078

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Harshbarger South Water Impoundment		Antero Resources Appalachian	Jason S Harshbarger and Michelle D Harshbarger	Water Impoundment and Compensation	15	14	Union	Ritchie	12/6/2012	134	WI, Memo of WI	12/6/2012	Ritchie	1/9/2013	318-773/774
Harshbarger South Water Impoundment		Antero Resources Appalachian	Jason S Harshbarger and Michelle D Harshbarger	Water Impoundment and Compensation	15	14	Union	Ritchie	12/8/2012	136	Amendment to Water Impoundment Agreement	4/22/2014	Ritchie		
Harshbarger South Water Impoundment		Antero Resources Appalachian	Jason S Harshbarger and Michelle D Harshbarger	Water Impoundment and Compensation	15	14	Union	Ritchie	12/9/2012	137	Permanent Easement Agreement	4/22/2014	Ritchie	6/17/2014	329/978-992
Nimorwic West Water Impoundment	WV	Antero Resources Appalachian	Tillman Lee Williams	Water Impoundment and Compensation	1	341	Tenmile	Harrison	4/1/2013	55.5	Road Access Agreement	5/11/2012	Harrison	6/18/2012	1496/586
Nimorwic West Water Impoundment		Antero Resources Appalachian	Tillman Lee Williams	Water Impoundment and Compensation	1	341	Tenmile	Harrison	4/1/2013	55.5	Memo of WI and WI Agmt	4/1/2013	Harrison	7/23/2013	1515-637
Nimorwic West Water Impoundment		Antero Resources Appalachian	Robert Nimorwic and Dona Framento FKA Donna M Dacunha	Water Impoundment and Compensation	2	341	Tenmile	Harrison	4/23/2013	101.34	FWI, Memo of FWI	4/23/2013	Harrison	5/30/2013	1512-988; 1512-992
Hinters Heirs North Water Impoundment	WV	Antero Resources Appalachian	David & Vivian Burton and Richard and Loreta Delaney	Water Impoundment and Compensation	12	15	New Milton	Doddridge	12/20/2012	231.49					
Pearl Jean North Water Impoundment		Antero Resources Appalachian	Dean R Pennington and Martha A Pennington	WATER IMPOUNDMENT AGREEMENT	21/28/1/51	16/17/20/20	Grant	Doddridge	2/8/2013	62.63/42.13/0.65/0.1	WI, memo of WI	2/8/2013	Doddridge	3/18/2013	305-558
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Elton D Whitehair & Judith Whitehair	Water Impoundment and Compensation	18	12	New Milton	Doddridge	8/14/2012	105.86	Water Impoundment Agmt	8/14/2012	Doddridge	8/28/2012	275/454
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Elton D Whitehair & Judith Whitehair	Water Impoundment and Compensation	18	12	New Milton	Doddridge	8/14/2012	105.86	Letter Agreement	10/10/2012			
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Elton D Whitehair & Judith Whitehair	Water Impoundment and Compensation	18	12	New Milton	Doddridge	8/14/2012	105.86	Letter Agreement	1/24/2013	Doddridge	NA	NA
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Rush Lynn Hickman & Judith Ann Hickman	Water Impoundment and Compensation	33	12	New Milton	Doddridge	7/16/2012	88.15	Water Impoundment Agreement, Memo of WIA	7/16/2012	Doddridge	7/25/2012	302/85

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Bonnell Water Impoundment	WV	Antero Resources Appalachian Corp	James Theodore Barr Jr & Bernice JoAnn Barr	Water Impoundment and Compensation	10	12	New Milton	Doddridge	8/6/2012	116.67	Water Impoundment & Memo of WIA	8/6/2012	Doddridge	8/21/2012	302/440
Bonnell Water Impoundment		Antero Resources Appalachian Corp	James Theodore Barr Jr & Bernice JoAnn Barr		10	12	New Milton	Doddridge	8/6/2012	116.67	Water Tank Pad Agmt, Memo of Water Tank Pad Agmt	10/23/2012	Doddridge	11/8/2012	304-3
Bonnell Water Impoundment		Antero Resources Appalachian	James Theodore Barr Jr &		10	12	New Milton	Doddridge	8/6/2012	116.67	Water Impoundment & Memo of WIA	8/6/2012	Doddridge	8/21/2012	302/440

Bonnell Water Impoundment		Corp Antero Resources Appalachian Corp	Bernice JoAnn Barr James F Bonnell & Jacqueline S Bonnell	Water Impoundment and Compensation	15	12	New Milton	Doddridge	5/12/2003	25.36	Water Impoundment, Memo of WI	9/20/2012	Doddridge	10/25/2012	303/602
Annie Horizontal Water Impoundment		Antero Resources Appalachian Corp	Annie B Haymond		5	14	Clay	Ritchie	5/-/2012	637.095	Temp Above Ground water line agmt	9/24/2012	Ritchie		
Annie Horizontal Water Impoundment		Antero Resources Appalachian Corp	Annie B Haymond		5	14	Clay	Ritchie	5/-/2012	637.095	Pipeline Easement and ROW	7/2/2013	Ritchie	NA	NA
Annie Horizontal Water Impoundment		Antero Resources Appalachian Corp	Annie B Haymond	Water Impoundment	5	14	Clay	Ritchie	5/-/2012	637.095	Water Impoundment, Memo of WI	10/17/2013	Ritchie	12/2/2013	323/569-571
Harshbarger North Water Impoundment	WV	Antero Resources Appalachian Corp	Timoth R O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/5/2012	218.57					
Harshbarger North Water Impoundment		Antero Resources Appalachian Corp	Sharon S O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/2/2012	218.57					
Harshbarger North Water Impoundment		Antero Resources Appalachian Corp	Mary Frances Harmes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	SEE HARSHBARGER SOUTH				
Harshbarger North Water Impoundment		Antero Resources Appalachian Corp	Romarlo LLC	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57					
Harshbarger North Water Impoundment		Antero Resources Appalachian Corp	Kathleen R Hooven	Access Road and Impoundment	10	14	Union	Ritchie	11/7/2012	218.57					

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Harshbarger North Water Impoundment		Antero Resources Appalachian Corp	Karah L Lofin and Kelcie J Lofin	Access Road and Impoundment	10	14	Union	Ritchie	11/3/2012	218.57					
Harshbarger North Water Impoundment		Antero Resources Appalachian Corp	O'Neil Family Trust, Daniel J O'Neil, Sean T O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57					
Harshbarger North Water Impoundment		Antero Resources Appalachian Corp	Jason S Harshbarger and Michelle D Harshbarger	Water Impoundment and Compensation	15	14	Union	Ritchie	12/6/2012	134					
Bee Lewis Water Impoundment		Antero Resources Appalachian Corp	Lewis Paul Bee		6	19	West Union	Doddridge	8/4/2012	70.8	WI Agreement and Memo of WI Agreement	8/5/2013	Doddridge	9/13/2013	312-700
Bee Lewis Water Impoundment		Antero Resources Appalachian Corp	Key Oil Company		7	19	West Union	Doddridge	2/19/2013	27	Water Impoundment, Memo of WI	2/19/2013	Doddridge	3/18/2013	305-534
Hinter Heirs South Water Impoundment		Antero Resources Appalachian Corp	David & Vivian Burton and Richard and Loreta Delaney		12	15	New Milton	Doddridge	12/20/2012	231.49	FWI, Memo of FWI	6/23/2011	Doddridge	8/12/2011	017/129
Hinter Heirs South Water Impoundment		Antero Resources Appalachian Corp	David & Vivian Burton and Richard and Loreta Delaney		12	15	New Milton	Doddridge	12/20/2012	231.49	Water Impoundment Agreement, Memo of WI Agreement	12/20/2012	Doddridge	2/25/2013	305-383
Marsden Water Impoundment		Antero Resources Appalachian Corp	Richard E Marsden & Wilma J Marsden		16	4	Greenbrier	Doddridge	3/-/2012	386	Tank Pad and Water Line Agreement, Memo of Tank Pad and Water Line Agreement	4/30/2013	Doddridge	6/3/2013	309-381
Marsden Water Impoundment		Antero Resources Appalachian Corp	Richard E Marsden & Wilma J Marsden		16	4	Greenbrier	Doddridge	3/-/2012	386	Water Impoundment, Memo of Water Impoundment	5/20/2014	Doddridge	7/23/2014	331-436
Nimorwicz	WV	Antero	Tilman Lee	Water	1	341	Tenmile	Harrison	4/1/2013	55.5	SEE				

East Water Impoundment	Resources Appalachian Corp	Williams	Impoundment and Compensation								NIMORWICZ W			
Nimorwic East Water Impoundment	Antero Resources Appalachian Corp	Robert Nimorwic and Dona Framento FKA Donna M Dacunha	Water Impoundment and Compensation	2	341	Tenmile	Harrison	4/23/2013	101.34					

5

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
James Webb Fresh Water Impoundment	WV	Antero Resources Appalachian Corp	James E Webb	Water Impoundment and Compensation	3	15	Central	Doddridge	5/8/2013	84.89	WI, memo of WI	5/8/2013	Doddridge	6/3/2013	309-363
Lemley Water Impoundment		Antero Resources Corporation	Mt Salem Revival Grounds	Water Impoundment Agreement	10 and 10.1	13	Grant	Doddridge	10/15/2013	75.13	Temp Above Ground Waterline Agmt WI	2/21/2014	Doddridge		
Lemley Water Impoundment		Antero Resources Corporation	Mt Salem Revival Grounds		10 and 10.1	13	Grant	Doddridge	10/15/2013	75.13	Agreement and Memo of WI	10/15/2013	Doddridge	12/5/2013	318-452
Lemley Water Impoundment		Antero Resources Corporation	Jeffery D Hill, Craig A Hill, and Phillip N Hill	SUA and Compensation	11/11.2/11.3/35	13	Grant	Doddridge	10/2/2013	59.08/50.5.59/2.2	Agreement Water Impoundment Agreement and Memorandum of Water Impoundment Agreement	10/4/2013	Doddridge	12/5/2013	318-444
Lemley Water Impoundment		Antero Resources Corporation	Brian D Lemley/Rick A Lemaster & Christy M Lemaster	SUA and Compensation	11/11.2/11.3/35	13	Grant	Doddridge	11/12/2013	59.08/50.5.59/2.2	Memo of Water Impoundment, Water Impoundment	11/12/2013	Doddridge	1/23/2014	320-99
Melody Water Impoundment		Antero Resources Corporation	Robert J Smith and Cindy L Smith	Water Impoundment Agreement	9	4	Grant	Doddridge		112	Water Impoundment Agreement, Memo of Water Impoundment Agreement	3/6/2014	Doddridge	4/15/2014	328-524
Melody Water Impoundment		Antero Resources Corporation	Larry M Sams and Carolyn A Sams	SUA and Compensation	3&4/5/8	4	Grant	Doddridge	7/10/2013	21.63/25/15	WI Agreement and Memo of WI Agreement	7/16/2013	Doddridge	9/13/2013	312-694
Spiker Water Impoundment	WV	Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Water Impoundment Agmt, Memo of Water Impoundment	10/15/2013	Doddridge/Tyler	1/21/2014;3/18/14	435-472;322-61

6

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Spiker Water Impoundment		Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Water Impoundment Agmt, Memo of Water Impoundment	10/15/2013	Doddridge/Tyler	1/21/2014;3/18/14	435-488;322-55
Spiker Water Impoundment		Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J	Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Water Impoundment Agmt, Memo of Water Impoundment	10/15/2013	Doddridge/Tyler	1/21/2014;3/18/14	435-484;322-69

Spiker Water Impoundment	Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Water Impoundment Agmt, Memo of Water Impoundment	10/15/2013	Doddridge/Tyler	1/21/2014;3/18/14	435-480;339-566
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7

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Spiker Water Impoundment		Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Water Impoundment Agmt, Memo of Water Impoundment	10/15/2013	Doddridge/Tyler	1/21/2014;3/18/14	435-476;322-65
Spiker Water Impoundment		Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	Amendment to Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Amendment to Water Impoundment Agreement	3/10/2014	Doddridge	NA	NA
Spiker Water Impoundment		Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	Amendment to Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Amendment to Water Impoundment Agreement	3/10/2014	Doddridge	NA	NA

8

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Spiker Water Impoundment		Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley &	Amendment to Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Amendment to Water Impoundment Agreement	3/10/2014	Doddridge	NA	NA

Spiker Water Impoundment	Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	Amendment to Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Amendment to Water Impoundment Agreement	3/10/2014	Doddridge	NA	NA
Spiker Water Impoundment	Antero Resources Corporation	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	Amendment to Water Impoundment Agreement	1.1	3	New Milton	Doddridge	3/10/2014	290.67	Amendment to Water Impoundment Agreement	3/10/2014	Doddridge	NA	NA
Spiker Water Impoundment	Antero Resources Corporation	Sue Ann Spiker and John Spiker	Water Impoundment Agreement	1	3	New Milton	Doddridge	10/15/2013	872.83	Water Impoundment Agmt, Memo of Water Impoundment	10/15/2013	Tyler/Doddridge	1/21/2014;3/18/14	435-470;322-59
Heaster Water Impoundment	Antero Resources Corporation	Ray Edward Adkins and Susan P Adkins	Water Impoundment	3	3	Centerville	Tyler	9/16/2013	100	WI Agreement and Memo of WI Agreement	9/16/2013	Tyler	12/23/2014	433-608

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
East Law	OH	Antero Resources Appalachian Corporation	Myron & Cynthia Law OR 103 P 593			31-0021235.000;31-21233.000	Section 15, Seneca Township	Noble	4/25/2013	2.69	WI Agreement and Memo of WI Agreement	4/25/2013	Noble	6/3/2013	225/32-34
East Law		Antero Resources Appalachian Corporation	Myron & Cynthia Law & John C aw OR 138 P 593 31 21235,00					Seneca Township, Noble		7.05					
Traska	OH	Antero Resources Corporation	Frank Traksa and Charise A Traska	Water Impoundment and Compensation		01-21433.000	Section 21, Beaver Township	Noble	8/6/2013	25.212	Amendment to FWI, Amendment to Memo	7/18/2014	Noble	10/6/2014	254/825-826
		Antero Resources Corporation	Frank Traksa and Charise A Traska	Water Impoundment		01-21433.000	Section 23 Beaver Township	Noble	8/6/2013	25.212	WIA, Memo WIA	8/6/2013	Noble OH	9/27/2013	231/963
Lasko	OH	Antero Resources Corporation	Timothy George Lasko	Water Impoundment Agreement		31-00244/31-00-246	Range 2, Section Lot 38 Richland Township	Guernsey	9/23/2013	71.32	WIA, Memo WIA	9/23/2013	Guernsey, Oh	12/10/2013	510/2253-2254
Hill		Antero Resources Corporation	The Hill Principle Protection Trust	Water Impoundment		32.21323.000	Section 18, Seneca Township	Noble	3/18/2014	107.5	Water Impoundment, Memo of WI, W9	3/18/2014	Noble	7/14/2014	250/404-405
Hill		Antero Resources Corporation	Jeffery S. Hill, Trustee of the Wilford S. Hill Heystone Inheritance Trust	Water Impoundment		37-11330.000	Section 18, Seneca Township	Noble	4/28/2014	41.37	FWI, Memo of FWI	4/28/2014	Noble	7/14/2014	250/406-407
Hothem 1	OH	Antero Resources Corporation	Hothem Family Properties	Water Impoundment and Compensation Agreement		Section 30 37-00365/37-00364 Book: 278/936-937	Section 30, Malagao Township	Belmont	5/23/2014	51	Water Impoundment, Memo, Hothem FWI 1&2	5/23/2014	Monroe	7/7/2014	278/936-937

Hothem 3	OH	Antero Resources Corporation	Hothem Family Properties	Water Impoundment and Compensation Agmt FW 3	Section 30 37-00365/37-00364, 278/796-797	Sectio 30, Somerset Township	Belmont	5/23/2014	40	Water Impoundment, Memo, Hothem FWI 3	5/23/2014	Belmont	7/7/2014	488/796-797
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LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
OH	BARNESVILLE LINE	WEISEND, DAVID L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/04/2013	20-015001.0000	24/03/2014	268/822 #201400074422	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	WILLS, SHELBA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/12/2012	20-015008.0000 20-015008.0000	24/03/2014	269/814 201400074420	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	ROE, DELLANO	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/04/2013	210120000000	24/03/2014	269/830 #201400074423	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	BIEDENBACH, DENNIS & ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/04/2013	20-015012.0000	24/03/2014	269/806 #201400074420	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	CARPENTER	HEFT, RUBY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	29/03/2013	200170000000	12/06/2013	244/665-672 #201300068553	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	CARPENTER	CARPENTER, WALLACE & JUDY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/10/2012	200170000000	24/04/2013	240/1002-1009 #201300067756	NOT REQUIRED	MONROE
OH	CARPENTER	CARPENTER, WALLACE & JUDY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	01/11/2012	200170000000	24/04/2013	240/1010-1014 #210300067757	NOT REQUIRED	MONROE
OH	CARPENTER	CARPENTER, WALLACE & JUDY	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF SURFACE FACILITY	23/05/2013	200170000000	12/06/2013	244/709-711 #201300068559	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	CARPENTER	CARPENTER, WALLACE & JUDY	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	17/05/2013	200170000000	12/06/2013	244/712-714 #201300068560	NOT REQUIRED	MONROE
OH	CARPENTER	COBLENTZ, MARVIN D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	25/10/2012	200170000000	24/04/2013	240/1015-1022 #201300067758	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	CARPENTER	KUHN JOSEPH ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	14/05/2013	200170060000 200160050000 210160051000 210110100000	19/09/2013	252/663-667 #20130007084	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BYLER, DANIEL A. & ROSE G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/10/2012	21-001010.0000 21-001009.0000	24/09/2013	253/26-35 #201300070590	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BYLER, DANIEL A. & ROSE G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	09/03/2013	21-001010.0000	24/09/2013	253/41-45 #201300070593	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BYLER, DAN D. & SALLY G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/02/2013	21-001013.0000	24/09/2013	OR253/53-60 #201300070595	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BOYD, HARRY & HOLLY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/03/2013	21-002017.0000	24/09/2013	253/46-52 #201300070594	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	HOCHSTETLER, JAKE & SARAH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/01/2013	21-002008.0000	24/09/2013	253/69-76 #201300070597	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	MILLER, JONAS & BARBARA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2012	21-002005.0000	24/09/2013	253/77-84 #201300070598	CONSENT TO ASSIGN NOT REQUIRED	MONROE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
OH	ERVIN	CARPENTER, JAMES DALE &	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT AGREEMENT	07/12/2012	21-002006.0000 21-008002.0000	24/09/2013	253/94-102 #201300070600	CONSENT TO ASSIGN NOT REQUIRED	MONROE

		RICHARD ALAN	CORPORATION							
OH	ERVIN	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	12/02/2013	21-009008.000 21-009007.000	24/04/2012	240/981-987 #201300067753	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	05/05/2013	21-009008.000 21-009007.000	06/06/2013	244/715-719 #201300068561	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	LEACH, ERIN M. & DERRICK	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	15/03/2013	21-009001.000 21-00918.0000	24/09/2013	253/36-40 #201300070592	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	LEACH, ERIN M. & DERRICK	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/07/2012	21-009001.000 21-00918.0000	13/02/2014	265/669-676 #201400073545	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BYLER, DAVID & FANNIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/01/2013	21-002004.000 21-001002.000	24/09/2013	253/61-68 #201300070596	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	SCHEESER, ELIZABETH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/01/2013	21-002002.2000 21-002002.0000 21-002002.1000	03/12/2013	259/224-227 #201300072119 259/228-26 #201300072120	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/02/2013	21-009008.000 21-009007.000	24/09/2013	253/85-93 #201300070599	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN LINE	LEACH, ERIN M. (FORMERLY REX)	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT AGREEMENT	26/09/2013	21-009001.0000 21-00918.0000	26/09/2013	265/677-678 #201400073546	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	URBAN LATERAL	HEFT, URBAN LEWIS JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	06/10/2013	210110000000	14/02/2014	265/754-756 #201400073570	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	UTICA	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/02/2013	20010006000	24/04/2013	240/980-988 #201300067754	NOT REQUIRED	MONROE
OH	UTICA	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/02/2013	200170000000	24/04/2013	240/980-988 #201300067754	NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/06/2012	210090000000	24/04/2013	240/952-960 #201300067749	NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/06/2012	210090000000	24/04/2013	240/952-960 #201300067749	NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	20/06/2012	210090000000	24/04/2013	240/961-966 #201300067750	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	20/06/2012	210090000000	24/04/2013	240/961-966 #201300067750	NOT REQUIRED	MONROE
OH	UTICA	RUBEL, THOMAS NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/06/2012	210090000000	24/04/2013	240/967-975 #201300067751	NOT REQUIRED	MONROE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	UTICA	RUBEL, THOMAS NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT AGREEMENT	26/01/2013	210090000000	24/04/2013	240/976-80 #201300067752	NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	05/05/2013	210090000000	12/06/2013	244/715- #201300068561	NOT REQUIRED	MONROE
OH	UTICA	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	17/02/2013	200100020000 200100030000 200100040000 210100050000 210100060000 210100070000 210100080000	24/04/2013	240/996-1001 #201300067755	NOT REQUIRED	MONROE
OH	BATESVILLE	ERVIN, STEVEN & KATHERINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/05/2013	01-0021322.001	07/03/2014	242/660-666 #201400063990	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	DOLLISON,	ANTERO	PERMANENT	11/07/2013	36-0021026.000	13/02/2014	241/110-123	CONSENT TO	NOBLE

		CARL & LORI	RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT				#201400063622	ASSIGN NOT REQUIRED	
OH	ERVIN	LONG, OMER ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/11/2012	01-0021193.000 01-0021191.000 01-0021196.000	08/10/2013	233/17-27 #201300061681	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	SLAGLE, PORTER DAVID & CHARLOTTE ELIZABETH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	29/01/2013	01-0021195.001	03/12/2013	236/356-363 #20130062513	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	BATES, STEVE G. & JANET, TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/12/2012	01-0021200.000	23/09/2013	231/471-479 #201300061295	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	BATES, STEVE G. & JANET, TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS	12/03/2013	01-0021200.000	23/09/2013	231/480-483 #201300061296	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	CARPENTER, MICKEY & DEBORAH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/12/2012	01-0021211.000	23/09/2013	231/446-453; #201300061292	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	PICKENPAUGH, QUINTELLA & WILLIAM	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT		01-0021218.000 01-0021217.000 01-0050083.000	08/10/2013	233/132-143 #201300061699	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MILLER, HARVEY J. & ALMA D., ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/12/2012	01-0021223.000 01-0021222.004 01-0021224.000 01-0021223.002	23/09/2013	231/462-470 #201300061294	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	LONG, DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/10/2012	01-0021319.001	23/09/2013	231/493-500 #201300061299	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	LONG, DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	10/07/2013	01-0021319.001			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	ERVIN, STEVEN & KATHERINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/10/2012	01-0021322.001	07/03/2014	242/633-641 #201400063985	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	DOLLISON, RICHARD & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/10/2012	01-0021324.000	23/09/2013	231/484-492; #201300061297	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
OH	ERVIN	DOLLISON, RICHARD & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	20/06/2013	01-0021324.000	03/12/2013	236/391-395 #201300062518	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	BROCK, MARK T.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/10/2012	01-0021325.000	23/09/2013	231/501-509 #201300061300	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MANGES, JERRY C. & ROSA LEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/10/2012	01-0021326.000	03/12/2013	236/371-379 #201300062515	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MANGES, JERRY C. & ROSA LEE	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	19/01/2013	01-0021326.000	03/12/2013	236/385-390 #201300062517	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MANGES, JERRY C. & ROSA LEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS	19/01/2013	01-0021326.000	03/12/2013	236/389-84 #201300062516	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	PICKENPAUGH, QUINTELLA & PATRICIA MORRIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/01/2013	01-0021344.000 01-0021217.000		236/400-408 #201300062520	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	ROE, GARY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/02/2013	01-0021486.000	23/09/2013	OR231/518-525; 201300061303	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	NEUHART, TONY M. & JANICE M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/01/2013	01-0021486.001	23/09/2013	231/510-517 #201300061302	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	POTOCHNIK, ANTHONY JR, TRUSTEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	01/02/2013	01-0021490.000 01-0021491.000	12/02/2014	241/34-46 #201400063607	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	POTOCHNIK, ANTHONY JR,	ANTERO RESOURCES	PERMANENT EASEMENT	01/02/2013	01-0021490.000 01-0021491.000	01/02/2014	241/34	CONSENT TO ASSIGN NOT	NOBLE

		TRUSTEE	APPALACHIAN CORPORATION	AGREEMENT					REQUIRED	
OH	ERVIN	POTOCHNIK, ANTHONY JR, TRUSTEE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	01/03/2013	01-0021491.000 01-0021490.000	01/02/2014	241/43	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MILLER, JOE J. & BETTY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/10/2012	01-0050070.000	23/09/2013	231/454-46; #201300061293	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	PICKENPAUGH, QUINTELLA & WILLIAM	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	07/08/2013	01-0050083.000	08/10/2013	233/144-148 #201300061701	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	ROE, KATHY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/11/2012	01-0050111.000	08/10/2013	233/1-16 #201300061680	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	OLIVER, KENNETH J.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	17/04/2013	31-0021104			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	OLIVER, KENNETH	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	17/04/2013	31-0021104			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	CRUM, FORAKER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	01/06/2013	31-0021106 31-0051218			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	CRUM, FORAKER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	01/06/2013	31-0021106 31-0051218			NO CONSENT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	MUSKINGUM ABOVE GROUND H2O	ROYER, SAMUEL T. III	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	12/04/2013	31-0021114			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	ROYER, SAMUEL III	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	12/04/2013	31-0021114			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	FARRAH, DAVID	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	18/04/2013	31-0021142.001			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	FARRAH, DAVID	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	18/04/2013	31-0021142.001			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	STACK, DEAN O.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	10/04/2013	31-0021145			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	STACK, DEAN O.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	10/04/2013	31-21145			NO CONSENT REQUIRED	NOBLE
OH	OH-MONROE	KLINKENBERG, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	21/06/2013	21-0080140.000			NOT REQUIRED	NOBLE
OH	UTICA	BATES, MARLENE A., TRUSTEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/11/2012	23-0021070.000	06/06/2013	225/287-297 #201300059759	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CARPENTER, DWIGHT J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/10/2012	23-0021074.000 23-0021080.000 23-0051062.000 23-0021073.000	23/04/2013	222/608-616 #210300059128	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	SHREVE, ROGER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	31/08/2012	23-0021078.000	23/04/2013	222/608-616 #210300059128	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	SHREVE, ROGER	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT AGREEMENT	28/11/2012	23-0021078.000	23/04/2013	222/631-636 #201300059131	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	12/06/2013	23-0021090.000	26/07/2013	227/1015-1019 #201300060448	NOT REQUIRED	NOBLE
OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/09/2012	23-0021090.000 23-0051012.000	23/04/2013	222/507-597 #201300059125	NOT REQUIRED	NOBLE

OH	UTICA	BRITS, CLARA (AKA CHAVIES)	CORPORATION ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	14/02/2013	23-0021090.000 23-0051012.000	23/04/2013	222/598-603 #201300059126	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	16/04/2013	23-0021090.000 23-0051012.000	23/04/2013	222/604-607 #201300059127	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/04/2013	23-0021090.000 23-0051012.000	23/04/2013	222/604-607 #201300059127	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MORRIS, DONALD & CARINA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/09/2012	23-0021125.000	23/04/2013	222/645-652 #201300059133	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING	BOOK PAGE	CONSENT TO	COUNTY
					ON	PARCEL TAX ID	DATE	INSTRUMENT	ASSIGN	
OH	UTICA	MORRIS, DONALD & CARINA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT & OPTION AGREEMENT	11/11/2012	23-0021125.000	23/04/2013	222/653-658 #201300059134	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	AMERIWOOD, LTD.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/11/2012	23-0021126.000	23/04/2013	222/637-644 #210300059132	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	AMERIWOOD, LTD.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	04/06/2013	23-0021126.000	26/07/2013	227/994-998 #20130	NOT REQUIRED	NOBLE
OH	UTICA	COBLENTZ, MARVIN D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	25/10/2012	23-0021144.000	23/04/2013	222/659-666 #201300059136	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BONAR, KENNETH & AUDREY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/09/2012	23-0021151.000	23/04/2013	222/675-682 #201300059138	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	04/01/2013	23-0021160.000	19/09/2013	231/265-266 #201300061252	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	04/01/2013	23-0021161.000	19/09/2013	231/265-266 #201300061252	NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	16/11/2012	23-0021161.000 23-21240.000	06/06/2013	225/306-308 #201300059761	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MCVICKER, JAMES & JANIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/11/2012	23-0021238.000	23/04/2013	222/691-698 #201300059140	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	THOMPSON, DENNIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/11/2012	23-0021238.002	23/04/2013	222/783-790 201300059154	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/12/2012	23-0021244.000	23/04/2013	222/683-690 #201300059139	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/12/2012	23-0021244.000	19/09/2013	231/263-264 #201300061251	NOT REQUIRED	NOBLE
OH	UTICA	HANNAHS, NORMA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/09/2012	23-0051016.000 23-0021125.002	23/04/2013	222/767-774 #201300059152	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	GRAY, JOHN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/07/2012	23-0051017.000	06/06/2013	225/325-332 201300059675	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	GRAY, JOHN	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT & OPTION AGREEMENT	03/03/2013	23-0051017.000	06/06/2013	225/333-335 #201300067749	NOT REQUIRED	NOBLE
OH	UTICA	GRAY, JOHN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/07/2012	23-0051017.000	06/06/2013	225/325-332 201300059675	NOT REQUIRED	NOBLE
OH	UTICA	CARPENTER,	ANTERO	PERMANENT	04/02/2013	23-0051062.000	23/04/2013	222/617-621	CONSENT TO	NOBLE

		DWIGHT J.	RESOURCES	ROAD ACCESS				#201300059129	ASSIGN IS	
OH	UTICA	HANNAHS, DOUGLAS & BETH	APPALACHIAN CORPORATION	EASEMENT PERMANENT	26/09/2012	23-0051064.000	23/04/2013	222/775-782 201300059153	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

16

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	UTICA	CAMPBELL, MICHAEL & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/10/2012	23-0051118.000	23/04/2013	222/783-790; #201300059154	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CAMPBELL, MICHAEL & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	26/04/2013	23-0051118.000	26/07/2013	227/961-965 #201300060437	NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	04/01/2013	23-21240.000	19/09/2013	231/265-266 #201300061252	NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	01/10/2012	23-21240.000 23-0021160.000	06/06/2013	225/298-305 #201300059760	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	DIMMERLING, RONALD J. (NOW IECM, LLC)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	18/05/2013	31-0021054.000	06/06/2013	225/282-286 #201300059758	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	DIMMERLING, RONALD J. (NOW IECM, LLC)	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	18/06/2013	31-0021054.000	26/07/2013	227/1025-1029 #201300060450	NOT REQUIRED	NOBLE
OH	UTICA	BATES, WILMA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/10/2012	31-0021056.000 31-0021057.000	23/04/2013	222/563-570 #201300059120	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BATES, WILMA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/02/2013	31-0021056.000 31-0021057.000	23/04/2012	222/571-574 #201300059121	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BATES, WILMA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	26/03/2013	31-0021056.000 31-0021057.000	23/04/2012	222/575-578 #201300059122	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BATES, WILMA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	10/06/2013	31-0021057.000	26/07/2013	227/966-970 #201300060438	NOT REQUIRED	NOBLE
OH	UTICA	DIMMERLING, RONALD J. (NOW IECM, LLC)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/10/2012	31-0021069.000 31-0021054.000 31-0051149.000 31-0021070.000	17/04/2013	222/101-109 #201300059024	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	DIMMERLING, RONALD J. (NOW IECM, LLC)	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	18/06/2013	31-0021070.000	26/07/2013	227/1020-1024 #201300060449	NOT REQUIRED	NOBLE
OH	UTICA	CLEARY, JON, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT - ADD TRACTS	19/10/2012	31-0021071.000 31-0021101.000 31-0021126.004 31-0051132.003	06/06/2013	225/319-322 #201300059763	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CLEARY, JON, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT- MULTIPLE LINES	01/03/2013	31-0021071.000 31-0021101.000 31-0021126.004 31-0051132.003	06/06/2013	225/323-324 #201300059764	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CLEARY, JON, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/10/2012	31-0021101.000 31-0051132.003	06/06/2013	225/309-318 #201300059762	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/08/2012	31-0021104.000	23/04/2013	222/579-586 #201300059123	NOT REQUIRED	NOBLE
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	25/10/2012	31-0021104.000	23/04/2013	222/587-589 #201300059124	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

17

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES APPALACHIAN	SURFACE FACILITY EASEMENT	02/05/2013	31-0021104.000	26/07/2013	227/1004-1008 #201300060446	NOT REQUIRED	NOBLE

CORPORATION										
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD AGREEMENT	02/05/2013	31-0021104.000	26/07/2013	227/999-1003 #201300060445	NOT REQUIRED	NOBLE
OH	UTICA	CAIN, DOUGLAS & DEBBIE, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/08/2012	31-0021111.000	06/06/2013	225/258-268 #201300059755	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, ADAM L & JAMIE L	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/07/2012	31-0021251.000	23/04/2013	222/537-544 #201300059116	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, ADAM L & JAMIE L	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	11/10/12	31-0021251.000	23/04/2013	222/545-549 #201300059117	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, ADAM L & JAMIE L	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	10/07/2013	31-0021251.000	26/07/2013	227/971-975 #201300060439	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	13/06/2013	31-0021255.000 31-0051115.007	26/07/2013	227/976-980 #20130006440	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	01/02/2013	31-0021261.000	23/04/2013	222/470-474 #201300059106	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/08/2012	31-0021261.000 31-0021255.000 31-0021264.000 31-0021038.000 31-0051115.007	23/04/2013	222/447-456 #201300059103	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	01/02/2013	31-0021261.000 31-0021255.000 31-0021264.000 31-0021038.000 31-0051115.007	23/04/2013	222/457-463 #201300059104	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	29/10/2012	31-0021264.000	23/04/2013	222/475-479 #201300059107	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	13/06/2013	31-0021264.000	26/07/2013	227/981-985 #201300060441	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/08/2012	31-0021340.000	11/12/2012	215/176 #201200057194	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	28/08/2012	31-0021340.000	11/12/2012	215/184-188 #201200057195	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	02/02/2013	31-0021340.000	23/04/2013	222/726-731 #201300059145	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	28/08/2012	31-0021340.000	11/12/2012		CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

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OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/07/2012	31-0021342.000 31-0021346.000 31-0021347.000	11/12/2012	215/145-156 #201200057190	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	25/10/2012	31-0021342.000 31-0021346.000 31-0021347.000	11/12/2012	215/157-162 #201300057191	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	04/12/2012	31-0021342.000 31-0021346.000 31-0021347.000	23/04/2013	222/436-441 #20130005	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	04/12/2012	31-0021342.001	23/04/2013	222/436-441 #20130005	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT ROAD ACCESS EASEMENT	13/02/2013	31-0021342.001	23/04/2013	222/442 #20130005	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL J., JR.	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT AGREEMENT	29/06/2012	31-0021343.000	11/12/2012	215/136-143 #201200057188	CONSENT TO ASSIGN IS NOT	NOBLE

OH	UTICA	FINCANNON, DALE E.	CORPORATION ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	04/12/2012	31-0021346.000	23/04/2013	222/436-441 #20130005	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	04/12/2012	31-0021347.000	23/04/2013	222/436-441 #20130005	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	04/12/2012	31-0021347.000			REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/08/2012	31-0021349.000	17/04/2013	222/110-120 #201300059025	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/11/2012	31-0021349.000	17/04/2013	222/121-127 #201300059026	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	28/07/2013	31-0021349.000	19/09/2013	231/277-284 #201300061255	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/08/2012	31-0021356.000	11/12/2012	215/163-170 #201200057192	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	09/11/2012	31-0021356.000	11/12/2012	215/171-175 #201200057193	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	12/11/2012	31-0051028.000 31-0021369.000	23/04/2013	222/499-503 #201300059111	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/06/2012	31-0051028.000 31-0021369.000	23/04/2013	222/504-511 #201300059112	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & APRIL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/07/2012	31-0051115.002	23/04/2013	222/550-557 #201300059118	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & APRIL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	06/11/2013	31-0051115.002	23/04/2013	222/558-562 #201300059119	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	29/10/2012	31-0051115.007 31-0021038.000 31-0021255.000	23/04/2013	222/464-469 #201300059105	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	01/02/2013	31-0051214.005	23/04/2013	222/470-474 #201300059106	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	ELLISON, BARBARA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	13/06/2013	31-0000052.000	13/02/2014	513/536-539 #201400001406	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	ELLISON, BARBARA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/02/2013	31-0000052.000	13/02/2014	513/528	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	HALL, TIMOTHY & JULIA S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/02/2013	31-0000426.000	13/02/2014	513/518-524 #201400001403	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	HALL, TIMOTHY & JULIA S.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	14/03/2013	31-0000426.000	13/02/2014	513/525-527 #201400001404	REQUIRED CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	RICH, DONALD & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	18/06/2013	37-0011311.000	13/02/2014	241/132-137 #201400063625	REQUIRED CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS CREEK	RICH, DONALD & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	18/06/2013	37-0011311.000	13/02/2014	241/138-141 #201400063626	REQUIRED CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS CREEK	SAYRE, DWAYNE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	20/04/2013	37-0011328.000	26/07/2013	227/928-934 #201300060433	REQUIRED CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS	HILL, JEFFREY	ANTERO	PERMANENT	12/02/2013	37-11304.001			REQUIRED CONSENT TO	NOBLE

	CREEK	SCOTT, TRUSTEE	RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT					ASSIGN IS NOT REQUIRED	
OH	WILLS CREEK	RICH, DONALD & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/02/2013	37-11311	13/02/2014	241/124	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS CREEK	HILL, JEFFREY SCOTT & TAMMY Y., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/02/2013	37-21308.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	HILL, JEFFREY SCOTT & TAMMY Y., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/02/2013	37-29074.000 37-21318.000 37-11295.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	ERVIN LINE	BROCK, MARK T.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	03/11/2012	01-0021325.000	23/09/2013	231/508-509 #201300061301	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
WV	BEE LEWIS	TURNER, GERALD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/10/2012	8-19-8	22/02/2013	305/333 #172479	NOT REQUIRED	DODDRIDGE
WV	BEE LEWIS	TURNER, GERALD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	05/10/2012	8-19-8	04/09/2013	312/192 #182512	NOT REQUIRED	DODDRIDGE
WV	BEE LEWIS	BEE, LEWIS PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/10/2012	8-19-6 8-19-1	11/01/2013	304/556 #170546	NOT REQUIRED	DODDRIDGE
WV	BEE LEWIS	BEE, LEWIS PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION FOR ADDITIONAL LINES	27/10/2012	8-19-6 8-19-1	11/01/2013	304/536 #170541	NOT REQUIRED	DODDRIDGE

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					ON	PARCEL TAX ID				
WV	BEE LEWIS WATER IMPOUNDMENT	LEWIS PAUL BEE	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	04/08/2012	6-19	13/09/2013	312/700 183144	NO CONSENT REQUIRED	DODDRIDGE
WV	BEE LEWIS WATER IMPOUNDMENT	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	19/02/2013	7-19	18/03/2013	305/534 173818	NO CONSENT REQUIRED	DODDRIDGE
WV	BEE-HWY50	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/01/2012	6-2-1	21/09/2012	302/696 #166790	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT AGREEMENT	20/02/2013	6-2-1	06/09/2013	312/277 #182687	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	SPIKER, SUE ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/01/2012	6-3-1	21/09/2012	302/708 #166792	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	SPIKER, SUE ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	26/04/2013	6-3-1	19/08/2013	311/218 #181743	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	HEASTER, CHARLES P. AND PATSY J, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/03/2012	8-23-1	22/02/2013	305/312 #172474	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	HEASTER, CHARLES P. AND PATSY J, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/02/2013	8-23-1	22/02/2013	305/312 #172474	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	HEASTER, CHARLES P. AND PATSY J, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	29/05/2013	8-23-1	04/09/2013	305/312 #172474	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	GAGNON, GEORGE L & SUSAN C.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT AGREEMENT	19/02/2013	6-3-2	12/09/2013	312/578 #183048	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	GAGNON, GEORGE L. & SUSAN C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/02/2012	6-3-2	28/06/2012	301/588 #163918	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	HOLLAND, MARY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/04/2012	8-23-2	19/08/2013	311/201 #181740	ASSIGNMENT WITH LANDOWNER NOTICE AND APPROVAL REQUIRED. NO ASSIGNMENT	DODDRIDGE

WILL BE
EFFECTIVE
WITHOUT
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CONSENT FROM
THE
LANDOWNER,
WHICH
CONSENT WILL
NOT BE
UNREASONABLY
WITHHELD.

WV	BEE-HWY50	HOLLAND, MARY	ANTERO RESOURCES APPALACHIAN CORPORATION	SUPPLEMENT	18/06/2013	8-23-2	N/A	N/A	NOT REQUIRED	DODDRIDGE
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WV	BEE-HWY50	ADRIAN, GEORGE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT AGREEMENT	08/02/2012	6-3-6	19/06/2013	309/508 #178267	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	ADRIAN, GEORGE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/02/2013	6-3-6	26/07/2012	302/135 #164846	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	LACY, RALPH M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/02/2012	6-1-8	21/09/2012	302/690 #166788	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	LACY, RALPH M.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	21/02/2013	6-1-8	06/09/2013	312/275 #182686	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	TURNER, GERALD C. & JUANITA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	10/11/2012	8-19-8	04/09/2013	312/219 #182514	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	TURNER, GERALD C. & JUANITA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/02/2012	8-19-8	21/09/2012	303/61 #166806	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	TURNER, GERALD C. & JUANITA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	05/10/2012	8-19-8	04/09/2013	312/219 #182518	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	TURNER, GERALD C. & JUANITA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	24/04/2013	8-19-8	04/09/2013	312/219 #182514	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, DONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/01/2012	6-1-10	21/09/2012	302/702 #166791	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, DONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT AGREEMENT	21/02/2013	6-1-10	18/06/2013	309/499 #178115	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	SECRIST, MARY FARR	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/04/2012	8-20-14	26/07/2012	302/129 #164845	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	SECRIST, MARY FARR	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	26/04/2013	8-20-14	19/08/2013	311/225 #181745	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BRITTON, MICHAEL ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/03/2012	8-19-15	19/09/2013	303/17 #166798	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BRITTON, MICHAEL ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	24/04/2013	8-19-15	19/08/2013	311/222 #181744	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	PERINE, IRA H.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/01/2012	8-19-22	21/09/2012	303/1 #166795	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, RONALD G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/01/2012	6-1-10.3	21/09/2012	303/43 #166803	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, RONALD G.	ANTERO RESOURCES	MODIFICATION OF OPTION	14/03/2013	6-1-10.3	18/06/2013	309/499 #178115	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED	PARCEL TAX ID	RECORDING	BOOK PAGE	CONSENT TO	COUNTY
					ON		DATE	INSTRUMENT	ASSIGN	
WV	BEE-HWY50	BARNES, RONALD G.	ANTERO RESOURCES APPALACHIAN CORPORATION	GROUND LEASE AGREEMENT	04/06/2013	6-1-10.3	15/10/2013	315/384 #184756	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	RILL, ELWOOD & ELIZABETH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/03/2012	6-1-3 ; 6-1-4	28/06/2012	301/610 #163923	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	RILL, ELWOOD & ELIZABETH	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	15/03/2013	6-1-3 6-1-4	06/09/2013	312/277 #182687	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	ADRIAN, GEORGE W & BARBARA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	22/01/2012	6-3-1.1	26/07/2012	302/140 #164847	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	ADRIAN, GEORGE W. & BARBARA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	08/05/2013	6-3-1.1	11/09/2013	312/467 #182978	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	MAXWELL, ROBERT G.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	02/05/2013	6-3-12 6-3-12.1	28/06/2012	301/565 #163909	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	MAXWELL, ROBERT G.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	27/04/2012	6-3-12.1	28/06/2012	301/565 #163909	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	MAXWELL, ROBERT G.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	02/05/2013	6-3-12.1 6-3-12	19/06/2013	309/514 #178269	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	COGAR, LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/02/2012	6-3-2.2	23/08/2013	311/473 #181989	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	COGAR, LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/02/2012	6-3-2.2	23/08/2013	311/473 #181990	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	COGAR, LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	26/02/2013	6-3-2.2	23/08/2013	311/473 #181990	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	CLYNE, TIMOTHY R.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/01/2012	6-3-6.1	28/06/2012	301/621 #163925	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	CLAY, FREDDIE LEE & PATSY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/02/2012	8-19-23.1	21/09/2012	302/720 #166794	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	NELSON, BAILEY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/02/2012	8-19-23.2	21/09/2012	303/10 # 166797	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	NELSON, BAILEY	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	27/04/2012	8-19-23.2	21/09/2012	303/7 #166796	NOT REQUIRED	DODDRIDGE
WV	BONNELL TO SWISHER	JAMES AND JACQUINE BONNELL	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT	20/09/2012	12-15	25/10/2012	303-602	YES	DODDRIDGE
WV	BONNELL TO SWISHER	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA	22/03/2012	12-17		Whitehair Pad	YES	DODDRIDGE

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WV	BONNELL TO SWISHER	ELTON WHITEHAIR	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA	09/12/2011	12-18	30/01/2012	262-636	YES	DODDRIDGE
WV	BONNELL TO SWISHER	LEOAN SWISHER	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA	18/07/2012	13-9	02/08/2012	302-271	YES	DODDRIDGE
WV	BONNELL TO WOLF PEN	BOWYER, NORMA SUE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/05/2013	6-8-5			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BARR, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGREEMENT	12/06/2014	6-12-10			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BONNELL, JAMES & JACQUELINE	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGREEMENT	20/09/2012	6-12-15.1			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL WATER IMPOUNDMENT	JAMES THEODORE BARR JR & BERNICE JOANN BARR	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	06/08/2012	10-12				DODDRIDGE
WV	BONNELL WATER IMPOUNDMENT	JAMES F BONNELL & JACQUELINE S BONNELL	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	12/05/2003	15-12				DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	CUTRIGHT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/02/2012	3-9-31	12/04/2012	299/113 #161846	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	CUTRIGHT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	27/05/2013	3-9-31	19/02/2014	321/73 #193763	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/12/2011	3-13-17 3-13-21 3-13-22 8-9-6	28/03/2012	297/589 #161379	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/06/2012	3-13-17 3-13-21 3-13-22 8-9-6	23/04/2013	306/128 #175462	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	SWENTZEL, FRANCES L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/03/2012	3-13-6 3-13-7 3-13-13 3-13-14	12/04/2012	299/123 #161847	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	SWENTZEL, FRANCES L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	16/05/2013	3-13-6 3-13-7 3-13-13 3-13-14	19/02/2014	321/78 #193765	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, ETHYLN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/04/2012	3-6-26.9	03/10/2012	303/205 #167155	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	WILLIAMS, LARRY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/03/2012	3-9-18 3-9-18.1 3-9-36	12/04/2012	299/129 #161848	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	WILLIAMS, LARRY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	26/06/2013	3-9-18 3-9-18.1 3-9-36	02/01/2014	319/404 #190091	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, JOHN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/03/2012	3-9-2.1	20/11/2012	304/89 #168825	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, JOHN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	02/06/2013	3-9-2.1	19/02/2014	321/52 #193756	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, BRIAN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	29/02/2012	3-9-2.2	03/10/2012	303/199 #167149	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON	YERKEY, RONALD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/03/2012	3-9-3 3-9-4 3-9-19 3-9-9	03/10/2012	303/129 #161848	NOT REQUIRED	DODDRIDGE

WATER

WV	CANTON CONNECTOR AND CANTON WATER	YERKEY, RONALD	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	05/07/2013	3-9-3 3-9-4 3-9-19 3-9-9	07/08/2014	332/334 #206961	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	FORESTER, YVONNE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/10/2011	3-5-3	12/04/2012	299/97 #161843	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	FORESTER, YVONNE	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	01/05/2013	3-5-3	13/05/2013	309/239 #176394	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	JACKSON, VANCE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/09/2011	3-8-3	21/03/2012	297/479 #161188	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	JACKSON, VANCE	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	21/06/2013	3-8-3	02/01/2014	319/415 #190096	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	CRESSMAN, ERIC ARNOLD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/02/2012	3-2-5	02/04/2012	298/354 #161480	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	CRESSMAN, ERIC ARNOLD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/02/2012	3-2-5	02/04/2012	298/348 #161479	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	DOAK, KENNETH WANYNE & KAREN HALL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/11/2011	3-2-9	12/04/2012	299/86 #161841	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	SMITH, ROBERT J. & CINDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/11/2011	3-5-9	12/04/2012	299/108 #161845	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	SMITH, ROBERT J. & CINDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	28/04/2013	3-5-9	13/05/2013	309/243 #176395	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	ASH, WALLACE & IDA CATHERINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/09/2011	3-6-24	21/03/2012	297/470 #161187	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	ASH, WALLACE & IDA CATHERINE	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	26/06/2013	3-6-24	06/09/2013	312/260 #182680	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	LUCAS, ROGER J. & CARRI	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	25/10/2011	3-2-4.1	12/04/2012	299/92 #161842	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	CANTON SOUTH AND CANTON WATER	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/03/2012	3-2-4.2	12/04/2012	299/75 #161840	REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	PRATT, DENZIL F. & SHIRLEY M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/03/2012	3-5-18 3-5-19 3-5-20 3-5-10	21/03/2012	297/480 #161189	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	PRATT, DENZIL F. & SHIRLEY M.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	27/04/2013	3-5-18 3-5-19 3-5-20 3-5-10	10/05/2013	309/223 #176284	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	CHESTNUT GROVE CHURCH TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/09/2011	3-5-30 3-5-30.1	21/03/2012	297/457 #161184	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	JORDAN FAMILY TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/11/2011	3-5-7 3-5-8	12/04/2012	299/102 #161844	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	JORDAN FAMILY TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	28/03/2013	3-5-7 3-5-8	10/05/2013	309/219 #176283	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	STANLEY, TOBY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/09/2011	3-6-18.1	21/03/2012	297/465 #161186	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	STANLEY, TOBY	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	20/06/2013	3-6-18.1	19/02/2014	321/38 #193753	NOT REQUIRED	DODDRIDGE

WV	CANTON WATER SOUTH AND CANTON WATER	MARIN, GAETAN & MARY EDWINA	ANTERO RESOURCES APPALACHIAN CORPORATION	AGREEMENT PERMANENT EASEMENT AGREEMENT	12/09/2011	3-9-35 3-9-2.1	22/03/2012	297/463 #161201	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MARIN, GAETAN & MARY EDWINA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	01/03/2012	3-9-35 3-9-2.1	21/03/2012	297/463 #161185	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MARIN, GAETAN & MARY EDWINA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	16/07/2013	3-9-35 3-9-2.1	06/09/2013	312/260 #182680	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	30/09/2011	5-20-13.1	03/09/2013	424/826 #77107	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/06/2012	5-20-13.1	28/05/2013	417/20 #72895	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	25/08/2012	5-20-13.1	28/05/2013	417/25 #72896	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	HAMILTON, GARY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/03/2012	5-20-15; 5-10-4	30/04/2012	395/386 #59334	NOT REQUIRED	DODDRIDGE
WV	DIANE DAVIS	DAVIS, LOUELLA DIANE AND JONATHAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/08/2013	1-7-2	06/12/2013	318/500 #188582	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/03/2012	6-12-34	02/04/2012	298/367 #161482	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	ERWIN HILLTOP	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/03/2012	6-12-34	02/04/2012	298/360 #161481	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS EASEMENT AGREEMENT	16/11/2012	6-12-34	19/09/2013	313/269 #183431		DODDRIDGE
WV	ERWIN HILLTOP	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/03/2012	6-12-34	10/04/2012	298/695 #161755	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	13/09/2012	6-12-34	20/11/2012	304/100 #168827	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	14/09/2012	6-12-34	20/11/2012	304/95 #168826	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FLUHARTY, MICHAEL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/02/2012	6-15-1	10/04/2012	299/01 #161759	NOTICE WITHIN 60 DAYS AFTER ASSIGNMENT	DODDRIDGE
WV	ERWIN HILLTOP	CORNE, CHARLES W., JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	16/07/2012	6-14-16	12/09/2013	312/545 #183043	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CORNE, CHARLES W., JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/04/2013	6-14-16	10/04/2012	298/709 #161757	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	NICHOLSON, RICHARD KELLY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/12/2011	6-12-33 6-15-2.2	17/09/2013	313/99 #183249	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	NICHOLSON, RICHARD KELLY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	13/05/2012	6-12-33 6-15-2.2	17/09/2013	313/105 #183250	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	NICHOLSON, RICHARD KELLY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	13/05/2013	6-12-33 6-15-2.2	17/09/2013	313/108 #183251	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	HAWKINBERRY, DENZIL W., II ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/01/2012	6-14-16.3	10/04/2012	298/702 #161756	NOT REQUIRED	DODDRIDGE

WV	ERWIN HILLTOP	CARL HINTER HEIRS; BURTON, VIVIAN E. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/12/2011	6-15-13.2	10/04/2012	298/687 #161754	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CARL HINTER HEIRS; BURTON, VIVIAN E. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	12/08/2012	6-15-13.2	05/10/2012	303/300 #167311	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CONRAD, ROBERT G. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/02/2012	6-15-13.2	10/04/2012	298/717 #161758	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FARROW, JOAN R.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/12/2011	6-15-2 6-15-3	10/04/2012	299/10 #161760	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FARROW, JOAN R.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	18/06/2013	6-15-2 6-15-3	17/09/2013	313/56 #183244	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FRONC, JACEK	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/01/2012	6-15-2.1	24/10/2012	303/578 #167995	NOT REQUIRED	DODDRIDGE

27

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	ERWIN HILLTOP	FRONC, JACEK	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	06/04/2012	6-15-2.1	09/12/2013	318/644 #188830	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FRONC, JACEK	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	22/05/2013	6-15-2.1	17/09/2013	313/60 #183245	NOT REQUIRED	DODDRIDGE
WV	FOREMAN WATER IMPOUNDMENT	BURNER LAND CO. INC	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	16/07/2012	9-7	25/07/2012	302/83 164798	NOT REQUIRED	DODDRIDGE
WV	FOREMAN WATER IMPOUNDMENT	DENNIS FOREMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	03/05/2012	10-7	24/05/2012	301/108 162979	NOT REQUIRED	DODDRIDGE
WV	FOREMAN WATER IMPOUNDMENT	LAWRENCE J JONES AND JACQUELINE JONES	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	16/08/2012	12.2-6	28/08/2012	275/456 165999	NOT REQUIRED	DODDRIDGE
WV	FOREMAN WATER IMPOUNDMENT	CLEVINGER, RICHARD D. & MARGEURITE A.	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	03/05/2012	21-7			NOT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	CLIFFORD BASH	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	06/01/2012	32-11	25/02/2013	305/363 172511	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	BERNARD HURST JR AND CAROL HURST	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	09/10/2012	32-11	08/11/2012	304/13 168389	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	LAURA MATUNDA	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	14/12/2012	32-11	25/02/2013	305/386 172520	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	KRISTI NICHOLSON	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	17/10/2012	32-11	08/11/2012	304/23 168394	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	CLARENCE EVERETT SPERRY AND JOSEPHINE H SPERRY	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	09/11/2012	32-11	05/12/2012	304/197 169164	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	JANET SPERRY	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	03/11/2012	32-11	05/12/2012	304/195 169163	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	DIANE SPERRY	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	05/11/2012	32-11	05/12/2012	304/199 169165	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	JEAN A NICHOLSON	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	10/10/2012	32-11	08/11/2012	304/21 168393	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	GARY L NICHOLSON AND SHIRLEY	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	05/11/2012	32-11	05/12/2012	304/209 169170	NO CONSENT REQUIRED	DODDRIDGE

WV	HEFLIN WATER IMPOUNDMENT	NICHOLSON KATHERINE TAYLOR	CORPORATION ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	30/04/2013	32-11	23/07/2013	310/509 180217	NO CONSENT REQUIRED	DODDRIDGE
WV	HEFLIN WATER IMPOUNDMENT	JEFFREY J FORD	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	26/10/2012	36-11	08/11/2012	303/723 168379	NO CONSENT REQUIRED	DODDRIDGE
WV	HINTER HEIRS NORTH WATER IMPOUNDMENT	DAVID & VIVIAN BURTON AND RICHARD AND LORETA DELANEY	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	20/12/2012	12-15	25/02/2013	305/383 172519	NO CONSENT REQUIRED	DODDRIDGE

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WV	HINTER HEIRS SOUTH WATER IMPOUNDMENT	DAVID & VIVIAN BURTON AND RICHARD AND LORETA DELANEY	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	20/12/2012	12-15			NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	RACE, FRANK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/05/2013	8-13-18	09/12/2013	318/627 #188822	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BLAND, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	30/03/2012	3-16-15.2	09/12/2013	318/647 #188832	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BLAND, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/08/2012	3-16-15.2	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BALLENGER, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/05/2013	8-16-5 8-16-6 8-17-2 8-17-2.1	26/02/2014	321/236 #194165	NOT REQUIRED	DODDRIDGE
WV	JAMES WEBB FRESH WATER IMPOUNDMENT	JAMES E WEBB	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	08/05/2013	3-15				DODDRIDGE
WV	JON DAVIS	DAVIS, JONATHAN L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/06/2012	1-7-1	19/09/2013	313/263 #183430	NOT REQUIRED	DODDRIDGE
WV	LAKE WATER IMPOUNDMENT	BIG UNITED METHODIST CHURCH	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	04/03/2013	9-12				DODDRIDGE
WV	LAW TO SHERWOOD	SUTTON, JEREMY AND AMANDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND EASEMENT FOR ADDITIONAL PIPELINE	14/03/2012	3-19-39	19/06/2013	309/517 #178270	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	SUTTON, JEREMY AND AMANDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/04/2012	3-19-39	28/06/2012	301/615 #163924	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	POWELL, DENNIS AND MELLIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/11/2011	3-19-33; 3-19-32; 3-19-31.2; 3-19-31.1; 3-19-31; 3-19-10	11-7-2011 & 12-2-2011	294/579 #157890 & 295/38 #158340	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	RIVERS, HOWARD J. AND TAMMY S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/03/2012	6-2-11.1	12/09/2012	302/673 #166785	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	BLAND, ROBERT C. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/01/2012	6-2-2 6-2-4 6-2-8	21/09/2012	302/682 #166787	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	BLAND, ROBERT C. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION FOR ADDITIONAL LINES	20/02/2013	6-2-2 6-2-4 6-2-8	18/09/2012	302/679 #166786	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	BLAND, ROBERT C. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/02/2013	6-2-2 6-2-4 6-2-8	21/08/2013	311/459 #181869	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	NESLER, CHARLES E., II	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/05/2012	6-2-7 6-4-7	28/06/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	NESLER, CHARLES E., II	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/03/2013	6-2-7 6-4-7	28/06/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE

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WV	LEMLEY WATER IMPOUNDMENT	DENNIS S POWELL AND KAY L POWELL	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	07/02/2013	7.8-10/25-10				DODDRIDGE
WV	MARSDEN WATER IMPOUNDMENT	RICHARD E MARSDEN & WILMA J MARSDEN	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	3/-/2012	16-4	23/07/2014	331/436 205723	NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ROBERT KEITH ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/12/2012	1-10-18	17/09/2013	313/19 #183234	NOT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ROBERT KEITH ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	04/12/2012	1-10-18	17/09/2013	313/26 #183235	NOT REQUIRED	DODDRIDGE
WV	MCGILL	CLARK, TERESA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/09/2012	1-10-19	08/02/2013	305/104 #171725	NOT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/07/2012	1-10-20	08/02/2013	305/123 #171729	NOT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	30/10/2012	1-10-20	08/02/2013	305/129 #171730	NOT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	29/05/2013	1-10-20	08/02/2013	305/131 #171731	NOT REQUIRED	DODDRIDGE
WV	MCGILL	MCGILL, FRANK E. & SHIRLEY M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	12/12/2012	1-9-21	17/09/2013	313/40 #183237	NOT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ALBERT LAYTON	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/12/2012	1-10-18.1	17/09/2013	313/47 #183238	NOT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	30/10/2012	1-10-20 & 1-10-25	08/02/2013	305/136 #171732	NOT REQUIRED	DODDRIDGE
WV	MCGILL	CHIPPS, PERRY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/08/2012	1-10-27; 1-10-26; 1-10-28	26/08/2012	311/494 #182040	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FLUHARTY, MICHAEL D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/02/2012	6-15-1	19/08/2013	311/188 #181734	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FLUHARTY, MICHAEL D.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	14/06/2013	6-15-1	19/08/2013	311/196 #181735	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	ROBINSON, RICHARD GARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	29/10/2011	6-14-9	08/02/2013	305/195	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	ROBINSON, RICHARD GARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/12/2011	6-14-9	08/02/2013	305/190 #171757	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	BURTON, VIVIAN E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/12/2011	6-15-12	10/04/2012	298/687 #161754	NOT REQUIRED	DODDRIDGE

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WV	MIDPT TO GARRY	WHEELER, DONNA C. & CORNE, CHARLES W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	29/02/2012	6-14-16	10/04/2012	298/709 #161757	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	WHEELER, DONNA C. & CORNE, CHARLES W.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	16/07/2012	6-14-16	12/09/2013	312/545 #183043	NOT REQUIRED	DODDRIDGE

WV	MIDPT TO GARRY	NICHOLSON, RICHARD K.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	13/05/2013	6-12-33 & 6-15-2.2	17/09/2013	313/108 #183251	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	NICHOLSON, RICHARD K.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/12/2011	6-12-33 6-15-2.2	17/09/2013	313/99 #183249	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	NICHOLSON, RICHARD K.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/12/2011	6-12-33 6-15-2.2	17/09/2013	313/99 #183249	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	NICHOLSON, RICHARD K.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT	13/05/2012	6-12-33 6-15-2.2	17/09/2013	313/105 #183250	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	CRISLIP, REXALL M. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/05/2013	6-12-34 6-12-39	09/09/2013	312/292 #182713	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	CONRAD, ROBERT G. & IRENE T. BUSCH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/02/2012	6-15-13.2	10/04/2012	298/717 #161758	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	CONRAD, ROBERT G. & IRENE T. BUSCH	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	24/06/2013	6-15-13.2	17/09/2013	313/7 #183232	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FARROW, JOAN R.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/12/2011	6-15-2 6-15-3	10/04/2012	299/10 #161760	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FARROW, JOAN R.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	18/06/2013	6-15-2 6-15-3	17/09/2013	313/56 #183244	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FRONC, JACEK	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/01/2012	6-15-2.1	24/10/2012	303/578 #167995	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FRONC, JACEK	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	22/05/2013	6-15-2.1	17/09/2013	313/60 #183245	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	CRISLIP, REXALL M. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/03/2012	6-15-8 6-15-9 6-12-34 6-12-39	02/04/2012	298/367 #161482	NOT REQUIRED	DODDRIDGE
WV	MOORE	FRASHURE, CLYDE RYLAN, JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	15/03/2013	3-16-4 3-16-1	12/09/2013	312/581 #183049	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	NOLL, JUDITH A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/12/2011	3-13-38	28/03/2012	297/533 #161369	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	NOLL, JUDITH A.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	29/03/2013	3-13-38	11/09/2013	312/463 #182976	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	MOORE AND CANTON WATER	HAUG, ROBERT & BETTY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS	27/02/2012	8-9-2	28/03/2012	297/583 #161377	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	FRASHURE, CLYDE RYLAN, JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	15/02/2012	38062	28/03/2012	297/529 #161368	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	HOLDEN, PRESTON THEODORE, JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/03/2012	3-16-13	28/03/2012	297/539 #161370	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	HOLDEN, PRESTON THEODORE, JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	09/08/2013	3-16-13	02/01/2014	319/433 #190105	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	SULLIVAN, J. NELSON & ELLEN JOAN, H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	19/03/2012	3-17-17	27/04/2013	299/433 #162234	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	JETT, GLORIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	25/06/2013	3-16-19	28/03/2012	297/563 #161374	NOT REQUIRED	DODDRIDGE

WV	MOORE AND CANTON WATER	JETT, GLORIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	25/06/2013	3-16-19	02/01/2014	319/429 #190102	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	UNDERWOOD, ROGER ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/12/2011	3-13-29	28/03/2012	297/570 #161375	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	UNDERWOOD, ROGER ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	08/04/2013	3-13-29	19/09/2013	313/327 #183441	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/12/2011	3-13-17 3-13-21 3-13-22 8-9-6	28/03/2012	297/589 #161379	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	08/04/2012	3-13-17 3-13-21 3-13-22 8-9-6	04/09/2013	312/214 #182517	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	09/10/2012	3-13-17 3-13-21 3-13-22 8-9-6	05/11/2013	316/623 #186377	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	FRASHURE, CLYDE RYLAN, JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/11/2011	3-16-1 3-16-4	28/03/2012	297/553 #161372	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	BLAND, JAMES ET UX AND HASS, RONALD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	30/03/2012	3-16-15.2	27/04/2012	299/437 #162235	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MERRITT, VIRGINIA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/11/2011	3-16-4.2	28/03/2012	297/595 #161380	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MERRITT, VIRGINIA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/05/2013	3-16-4.2	02/01/2014	319/419 #190097	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	GRIM, TERRY L. & KATE R., H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/12/2011	3-16-6 3-16-5	27/04/2012	299/427 #162233	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
WV	MOORE AND CANTON WATER	GRIM, TERRY L. & KATE R., H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	24/02/2012	3-16-6 3-16-5	28/03/2012	297/559 #161373	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	GRIM, TERRY L. & KATE R., H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	27/05/2013	3-16-6 3-16-5	19/02/2014	321/157 #193869	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	COTTRILL, WILLIAM F., JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	17/08/2012	1-6-1	22/02/2013	305/300 #172471	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	COTTRILL, WILLIAM F., JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	01/04/2014	1-6-1	22/02/2013	305/307 #172473	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	JAMES, WILLIAM PATRICK ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/07/2012	1-6-6	19/02/2013	408/549 #68567	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	KELLEY, CHARLES & KIMELA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	22/07/2013	1-6-47; 1-6-12	19/09/2013	313/222 #183422	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	POWELL, DENNIS & MELLIE	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	02/05/2013	3-14-7 & 3-14-7.1 & 3-14-13 & 3-14-14 & 3-14-14.1 & 3-14-18 & 3-14-18.1 & 3-14-9 & 3-14-20 & 3-14-20.1 & 3-14-20.2	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	ZINN, ERNEST E & PATRICIA III	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/07/2012	3-14-7.1; 3-14-19; 3-14-20; 3-14-20.1; 3-14-20.2	21/02/2013	319/10 #20130000807	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	ZINN, ERNEST E & PATRICIA III	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	26/12/2012	3-14-7.1; 3-14-19; 3-14-20; 3-14-20.1; 3-14-20.2	21/02/2013	319/17 #20130000808	NOT REQUIRED	DODDRIDGE

WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TO ADD WATER LANGUAGE TO AGREEMENTS OF PERMANENT EASEMENT AGREEMENT TO ADD WATER LINES	02/10/2012	5-17-12	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	PEARL JEAN NORTH WATER IMPOUNDMENT	DEAN R PENNINGTON AND MARTHA A PENNINGTON	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	08/02/2013	21/28/1/51-16/17/20/20				DODDRIDGE
WV	PEARL JEAN SOUTH WATER IMPOUNDMENT	DEAN R PENNINGTON AND MARTHA A PENNINGTON	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	08/02/2013	21/28/1/51-16/17/20/20				DODDRIDGE
WV	PRIMM	BOYCE, CARLTON ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/01/2013	1-12-4	11/09/2013	312/396 #182955	NOT REQUIRED	DODDRIDGE
WV	PRIMM	MITCHELL, DAVID ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/01/2013	1-12-6	12/09/2013	312/557 #183045	NOT REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, LOREN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/02/2013	1-15-17	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	PRIMM	JONES, EVERETT	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/09/2012	1-12-21	12/09/2013	312/571 #183047	NONE REQUIRED	DODDRIDGE

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WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	15/10/2012	1-10-27	26/08/2013	311/509 #182042	NOT REQUIRED	DODDRIDGE
WV	PRIMM	GAIN, TEDDY LEEMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	19/12/2012	1-15-27	11/09/2013	312/426 #182967	NOT REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	27/02/2013	1-10-26 1-10-27	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	21/09/2012	1-10-26 1-10-27			NONE REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/08/2012	1-10-26 1-10-27 1-10-28	26/08/2013	311/494 #182040	NONE REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	15/10/2012	1-10-27 1-10-28	26/08/2013	311/504 #182041	NOT REQUIRED	DODDRIDGE
WV	PRIMM	DOTSON, PAUL E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/02/2013	1-12-10 1-12-12 1-12-13	12/09/2013	312/538 #183042	NOT REQUIRED	DODDRIDGE
WV	PRIMM	DOTSON, PAUL E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	07/03/2013	1-12-10 1-12-12 1-12-13	19/09/2013	313/343 #183446	NOT REQUIRED	DODDRIDGE
WV	PRIMM	JONES, EVERETT T. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/09/2012	1-12-11 1-12-28 1-12-29	19/09/2013	313/302 #183436	NONE REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, OLIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/10/2012	1-12-3 1-12-17 1-13-30	12/09/2013	312/564 #183046	NOT REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, OLIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	14/12/2012	1-12-3 1-12-17 1-13-30	12/09/2013	312/584 #183050	NOT REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, OLIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/12/2012	1-12-3 1-12-17 1-13-30 1-15-16.1	12/09/2013	312/516 #183039	NOT REQUIRED	DODDRIDGE

WV	PRIMM	PRIMM, OLIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	31/07/2012	1-12-3 1-12-30 1-12-17	19/09/2013	313/225 #183423	NOT REQUIRED	DODDRIDGE
WV	PRIMM	BOYCE, CARLTON	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	25/02/2013	1-12-6.5	12/09/2013	312/538 #183042	NOT REQUIRED	DODDRIDGE
WV	PRIMM	LLOYD, JR., CECIL F. & KATHRYN L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/01/2013	1-15-9.6	09/01/2014	319/96 #190618	NOT REQUIRED	DODDRIDGE
WV	PRIMM	STOUT, RICHARD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/01/2013	1-9-60 1-13—1	12/09/2013	312/550 #183044	NOT REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, OLIN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	14/12/2012	1-12-30	12/09/2013	312/584 #183050	NONE REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	PRIMM WEST	WEBB, STANLEY R. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/10/2013	1-15-2	09/01/2014	319/570 #190612	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, JAMES (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/02/2013	1-15-3	09/01/2014	319/563 #190611	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	MORRIS, LL. (IKE)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/02/2013	1-11-8 3-37-1	30/01/2014	324/491 #201400000510	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, OLIN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & VALVE SITE AGREEMENT	14/12/2012	1-12-3 1-12-17 1-12-30 1-15-16.1	12/09/2013	312/516 #183039	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & VALVE SITE AGREEMENT	04/02/2013	1-12-36 1-12-37	PENDING	PENDING	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, SHIRLEY JEAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/06/2013	1-12-37.2 1-12-38	PENDING	PENDING	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	BRITTON, WILLIAM ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/01/2013	1-15-1.1 1-14-3 1-14-3.1	OPTION ONLY	OPTION ONLY	NONE REQUIRED	DODDRIDGE
WV	RICHARD GARRY	ROBINSON, RICHARD GARY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/12/2011	6-14-9	08/02/2013	305/190 #171757	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	ROBINSON, RICHARD GARY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/12/2011	6-14-9	08/02/2013	305/190 #171757	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	ROBINSON, RICHARD GARY	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT	16/07/2012	6-14-9	08/02/2013	305/195 #171758	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	CORNE, CHARLES W. WHEELER, DONNA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	29/02/2012	6-14-16	10/04/2012	298/709 #161757	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	CORNE, CHARLES W. WHEELER, DONNA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT	24/04/2013	6-14-16	17/09/2013	313/54 #183241	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	CORNE, CHARLES W. WHEELER, DONNA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	16/07/2012	6-14-16	12/09/2013	312/545 #183043	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	WHEELER, CHARLES W. & DONNA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	29/02/2012	6-14-16	10/04/2012	298/709 #161757	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	WHEELER, CHARLES W. & DONNA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	16/07/2012	6-14-16	12/09/2013	312/545 #183043	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	WHEELER, CHARLES W. & DONNA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT	24/04/2013	6-14-16	17/09/2013	313/54 #183241		DODDRIDGE
WV	SUA	I. L. (IKE) MORRIS	ANTERO RESOURCES	SURFACE USE AND	09/05/2013	6-7-1	23/07/2013	310/515 #180220	NOT REQUIRED	DODDRIDGE

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WV	TOMS FORK	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/03/2013	6-8-35	19/06/2013	309/530 #178273	REQUIRED WITH WRITTEN CONSENT	DODDRIDGE
WV	TOMS FORK	SUTTON, JEREMY W. & AMANDA L. H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/04/2012	3-19-39	28/06/2012	301/615 #163924	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	SUTTON, JEREMY, W & AMANDA L., H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	14/03/2013	3-19-39	14/03/2013	309/517 #178270	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BLAND, ROBERT ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/01/2012	6-2-1	21/09/2012	303/83 #166811	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BLAND, ROBERT ET UX (LE) PAESANO, LISA ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/02/2013	6-2-1	21/08/2013	311/459 #181869	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/01/2012	6-2-1	06/09/2013	302/696 #166790	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	20/02/2013	6-2-1	06/09/2013	312/275 #182686	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	MORRIS, I. L. (IKE)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/06/2013	6-7-1	05/11/2013	316/611 #186368	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	MORRIS, I. L. (IKE)	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	26/06/2013	6-7-1	05/11/2013	316/611 #186368	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GAGNON, GEORGE L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/02/2012	6-3-2	19/06/2013	309/503 #178266	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GAGNON, GEORGE L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	19/02/2013	6-3-2	12/09/2013	312/578 #183048	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GAGNON, GEORGE L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	13/05/2013	6-3-2	19/06/2013	309/504 #178266	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	LUOTTO, JOHN S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/02/2013	6-11-2	18/06/2013	309/492 #178114	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	MAXWELL, LEWIS F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/03/2013	6-11-2	19/06/2013	309/572 #178279	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BLAND, ROBERT AND TIMOTHY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/01/2012	6-2-4	21/08/2013	311/466 #181870	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BLAND, ROBERT AND TIMOTHY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	20/02/2013	6-2-4	21/08/2013	311/466 #181870	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	YEAGER, CHARLES W. III	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/02/2012	6-11-4				DODDRIDGE
WV	TOMS FORK	WALLACE, ROBERT ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/02/2013	6-11-5	09/09/2013	312/340 #182771	NOT REQUIRED	DODDRIDGE

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WV	TOMS FORK	ADRIAN, GEORGE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/02/2013	6-3-6	06/09/2013	312/253 #182679	NOT REQUIRED	DODDRIDGE

			CORPORATION							
WV	TOMS FORK	LACY, RALPH ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/02/2012	6-1-8	21/09/2012	302-690 166788	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	LACY, RALPH ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	21/02/2013	6-1-8	19/09/2013	313/331 #183442	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	ROBINSON, GREGORY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD AGREEMENT	03/02/2013	6-14-8	19/06/2013	309/583 #178281	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	ROBINSON, GREGORY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/02/2013	6-14-8	19/06/2013	309/583 #178281	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	ROBINSON, RICHARD GARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/02/2013	6-14-8	19/06/2013	305/190 #171757	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BARNES, DONALD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/01/2012	6-1-10	21/09/2012	302/702 #166791	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BARNES, DONALD	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	21/02/2013	6-1-10	06/09/2013	312/273 #182687	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	MAXWELL, ROBERT G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/03/2013	6-3-12	06/12/2013	318/557 #188592	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	SWIGER, ROBERT	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/02/2013	6-8-12	19/06/2013	309/592 #178282	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	SWIGER, ROBERT	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	12/04/2013	6-8-12	19/06/2013	309/592 #178282	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	DEAN, NORMA GRACE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/03/2013	6-3-15	19/09/2013	309/550 #178275	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	POWELL, DENNIS ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT		3-19-10, 31,31.1,31.2,32,33			NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BARNES, RONALD G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/01/2012	6-1-10.3	21/09/2013	303/43 #166803	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BARNES, RONALD G.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	14/03/2013	6-1-10.3	18/06/2013	309/499 #178115	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	YEAGER, CHARLES W. III	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/02/2013	6-11-4; 6-11-5	19/06/2013	309/519 #178271	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	YEAGER, CHARLES W. III	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	17/06/2013	6-11-4; 6-11-5	09/09/2013	312/314 #182763	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	RILL, ELWOOD & ELIZABETH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/03/2012	6-1-3 6-1-4	06/09/2013	301/610 #163923	NOT REQUIRED	DODDRIDGE

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WV	TOMS FORK	RILL, ELWOOD & ELIZABETH	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	15/03/2013	6-1-3 6-1-4	06/09/2013	312/277 #182687	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	RIVERS, HOWARD J. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/01/2012	6-2-11.1	21/09/2012	302/696 #166790	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	RIVERS, HOWARD J. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	22/02/2013	6-2-11.1	19/09/2013	313/341 #183445	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	NESLER, CHARLES E. II	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/05/2012	6-2-7 6-4-7	28/06/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	NESLER,	ANTERO	PERMANENT	08/05/2012	6-2-7	28/06/2012	301/593	NOT	DODDRIDGE

		CHARLES E. II	RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT		6-4-7		#163919	REQUIRED	
WV	TOMS FORK	NESLER, CHARLES E. II	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	19/02/2013	6-2-7 6-4-7	24/06/2013	305/565 #178646	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GOLA, DOROTHY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/02/2013	6-3-14 6-4-22	19/06/2013	309/557 #178276	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	JETT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/02/2013	6-3-14 6-4-22 6-3-13	19/06/2013	309/564 #178278	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	JETT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	26/06/2013	6-3-14 6-4-22 6-3-13	19/09/2013	313/276 #183432	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	COGAR, LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/02/2012	6-3-2.2	23/08/2013	311/473 #181989	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	COGAR, LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	26/02/2013	6-3-2.2	23/08/2013	311/479 #181990	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	CLYNE, TIMOTHY R. & REBECCA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	21/02/2013	6-3-6.1	19/06/2013	312/309 #182760	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	CLYNE, TIMOTHY R. & REBECCA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	20/03/2013	6-3-6.1	19/06/2013	309/511 #178268	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	CLYNE, TIMOTHY R. & DENISE DONAHOO	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/02/2013	6-3-7.2	05/11/2013	316/595 #186364	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	SUTTON FARMS, LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/06/2013	6-7-2.1	19/09/2013	313/237 #183426	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	DAVIS, DOROTHY J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/03/2013	6-8-1.1 6-8-2	19/06/2013	309/591 #178274	NOT REQUIRED	DODDRIDGE
WV	VOGT	KNUDSEN, ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/10/2012	1-6-31			NO CONSENT REQUIRED	DODDRIDGE
WV	VOGT	COTTRILL, BRENT AND LAURA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/06/2012	1-7-20			NO CONSENT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	VOGT WATER	COTTRILL, BRENT S. & LAURA M	ANTERO RESOURCES APPALACHIAN CORPORATION	ABOVE GROUND WATER	13/06/2012	1-6-43 1-7-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	15/10/2012	1-10-27; 1-10-26; 1-10-28	26/08/2013	311/504 #182041	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SUTTON, JEREMY W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/04/2012	3-19-39	28/06/2012	301/615 #163924	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SUTTON, JEREMY W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	13/04/2013	3-19-39	19/06/2013	309/517 #178270	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	20/02/2013	6-2-1	06/09/2013	312/275 #182686	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SPIKER, SUE ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/01/2012	6-3-1	21/09/2012	302/708 #166792	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HEASTER, CHARLES ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/03/2012	8-23-1	03/06/2013	309/342 177343	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	GAGNON, GEORGE L.	ANTERO RESOURCES	PERMANENT EASEMENT	09/02/2013	6-3-2	08/06/2012	301/588 #163918	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	WHITE OAK	GAGNON, GEORGE L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	19/02/2013	6-3-2	12/09/2013	312/578 #183048	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HOLLAND, MARY ESTATE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/04/2012	8-23-2	19/08/2013	311/201 #181740	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	FIFER, NANCY, TR OF THE FIFER FAMILY REV TR	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/02/2012	8-22-6	21/09/2012	303/49 #166804	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	LACY, RALPH ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	21/02/2013	6-1-8	19/09/2013	313/331 #183442	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	TURNER, GERALD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/02/2012	8-19-8	21/09/2012	303/61 #166806	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	TURNER, GERALD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	10/11/2012	8-19-8	04/09/2013	312/200 #182514	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BARNES, DONALD L	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/01/2012	6-1-10	21/09/2012	302/702 #166791	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BARNES, DONALD L	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	21/02/2013	6-1-10	06/09/2013	312/267 #182682	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SECRIST, MARY FARR	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/04/2012	8-20-14	06/07/2012	302/129 #164845	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SETH, JAMES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/03/2012	1-15-21	21/09/2012	303/23 #166799	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	WHITE OAK	GAIN, TEDDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/02/2012	1-15-27	21/09/2012	303/37 #166802	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	GAIN, TEDDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	21/11/2012	1-15-27	19/09/2013	313/337 #183444	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	GAIN, TEDDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	19/12/2012	1-15-27	11/09/2013	312/426 #182967	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HINZMAN, CECIL A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/01/2012	1-15-26 1-15-25.1	12/06/2012	301/556 #163907	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HINZMAN, CECIL A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/01/2012	1-15-26 1-15-25.1	28/06/2012	301/556 #163907	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HINZMAN, CECIL A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	27/04/2012	1-15-26 1-15-25.1	28/06/2012	301/562 #163908	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HINZMAN, CHRISTOPHER A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/01/2012	1-15-26.1 1-15-2.2	28/06/2012	301/599 #163921	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	CUNNINGHAM, GRANT ALAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/02/2012	1-15-29.1 1-15-29.2	28/06/2012	301/583 #163917	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BARNES, RONALD G	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	14/03/2013	6-1-10.3	18/06/2013	309/499 #178115	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BARNES, RONALD G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/01/2012	6-1-10.3	21/09/2012	303/43 #166803	NOT REQUIRED	DODDRIDGE

CORPORATION

WV	WHITE OAK	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/01/2012	6-1-3 6-1-4	21/09/2012	302/696 #166790	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	RILL, ELWOOD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/03/2012	6-1-3 6-1-4	28/06/2012	301/610 #163923	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	RILL, ELWOOD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	15/03/2013	6-1-3 6-1-4	06/09/2013	312/277 #182687	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	RIVERS, HOWARD J. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/01/2012	6-2-11.1	21/09/2012	302/673 #166785	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	RIVERS, HOWARD J. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	22/02/2013	6-2-11.1	19/09/2013	313/341 #183445	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT AND TIMOTHY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/01/2012	6-2-4 6-2-4.1 6-2-4.2.3 6-4-1.7	21/09/2012	302-667 #166784	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT AND TIMOTHY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	27/04/2012	6-2-4.1 6-2-4.2.3 6-4-1.7	19/09/2012	313/288 #183434	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	WHITE OAK	BLAND, ROBERT C. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/01/2012	6-2-4 6-2-4.1 6-2-4.2.3 6-4-1.7	21/09/2012	303/83 #166811	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/01/2012	6-2-4 6-2-4.1 6-2-4.2.3 6-4-1.7	21/09/2012	302/682 #166787	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	23/08/2012	6-2-4 6-2-4.1 6-2-4.2.3 6-4-1.7	21/09/2012	302/678 #166786	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	NESLER, CHARLES III	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/05/2012	6-2-7;6-4-7	28/06/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	NESLER, CHARLES III	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	19/02/2013	6-2-7;6-4-7	24/06/2013	305/565 #178646	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/01/2012	6-3-1.1	26/07/2012	302/140 #164847	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/02/2012	6-3-1.1	26/07/2012	302/135 #164846	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	14/03/2013	6-3-1.1	19/06/2013	309/508 #178267	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	14/03/2013	6-3-1.1	19/06/2013	309/508 #178267	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	08/05/2013	6-3-1.1	11/09/2013	312/467 #182978	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MAXWELL, ROBERT G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/03/2012	6-3-12; 6-3-12.1	28/06/2012	301/569 #163915	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MAXWELL, ROBERT G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCES AGREEMENT	27/04/2012	6-3-12; 6-3-12.1	28/06/2012	301/565 #163909	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MAXWELL, ROBERT G.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	02/05/2013	6-3-12; 6-3-12.1	19/06/2013	309/514 #178269	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	COGAR, LINDA	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT AGREEMENT	09/02/2012	6-3-2.2	23/08/2013	311/473 #181989	NOT REQUIRED	DODDRIDGE

WV	WHITE OAK	CLYNE, TIMOTHY R.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	20/03/2013	6-3-6.1 6-3-7.2	19/06/2013	309/511 #178268	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	CLYNE, TIMOTHY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/01/2012	6-3-6.1; 6-3-7.2	28/06/2012	301/621 163925	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	CLYNE, TIMOTHY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF THE PERMANENT EASEMENT AGREEMENT	20/03/2013	6-3-6.1; 6-3-7.2	19/06/2013	309/511 #178268	NOT REQUIRED	DODDRIDGE

41

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
WV	WHITE OAK	KELLEY, NORMA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	17/04/2012	6-4-2.1	09/12/2013	318/641 #188828	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	TRAVIS, MARVIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	27/04/2012	6-4-2.5	09/01/2014	319/578 #190612	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	JAMES, ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	22/03/2012	7-1-4 7-1-5 7-1-6 7-1-7 7-1-9 7-1-10	21/09/2012	303/89 #166812	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	PERINE, PATRICIA A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/01/2012	8-19-22; 8-19-23; 8-19-23.3	21/09/2012	303/01 #166795	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	CLAY, PATSY KAY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/02/2012	8-19-23.1	21/09/2012	302/720 166794	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	NELSON, RUSSELL L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/02/2012	8-19-23.2	21/09/2012	303/10 #16797	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/03/2012	8-19-7; 8-19-13; 8-19-19	21/09/2012	303/66 #166807	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	DOTSON, LARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/01/2012	8-22-2,3,4	21/09/2012	303/73 #166808	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	DOTSON, LARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD AGREEMENT	25/04/2012	8-22-2,3,4	25/10/2012	303/610 #168037	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	KILEY, JACQUELINE ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/01/2012	8-22-5.1	28/06/2012	301/628 #163926	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MUMMA, CARROLL W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/03/2012	8-22-5.2,5.6	21/09/2012	303/55 #166805	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MUMMA, CARROLL W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	20/11/2012	8-22-5.2,5.6	19/09/2013	313/333 #183443	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	LOVERN, BARBARA J. TRUSTEE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	28/03/2012	8-22-5.4	21/09/2012	303/28 #166800	NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR	NICHOLSON, MILTON DEAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	29/11/2011	6-12-30	24/10/2012	303/572 #167994	NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR	WHITEHAIR, ELTON DALE & JUDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/05/2012	6-12-18 & 6-12-19	24/10/2012	303/561 #167991	NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR	WHITEHAIR, ELTON DALE & JUDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	11/10/2012	6-12-18 & 6-12-19	11/09/2013	312/403 #182959	NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR	WHITEHAIR, ELTON DALE & JUDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	16/03/2012	6-12-18 6-12-19	02/04/2012	298/367 #161482	NOT REQUIRED	DODDRIDGE

42

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	WHITEHAIR FRESHWATER IMPOUNDMENT	COSTAL FOREST RESOURCE COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA	06/03/2012	17-12			NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR FRESHWATER IMPOUNDMENT	ELTON D WHITEHAIR & JUDITH WHITEHAIR	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	14/08/2012	18-12	30/01/2012	262/636 159745	NO CONSENT REQUIRED	DODDRIDGE
WV	WHITEHAIR FRESHWATER IMPOUNDMENT	RUSH LYNN HICKMAN & JUDITH ANN HICKMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	16/07/2012	33-12	25/07/2012	302/85 164799	NO CONSENT REQUIRED	DODDRIDGE
WV	ZINNIA	CLARK, ROSALIE	ANTERO RESOURCES APPALACHIAN CORPORATION	RIGHT-OF-WAY AGREEMENT	12/06/2013	4-4-26	05/03/2014	321/414 #194707	NOT REQUIRED	DODDRIDGE
WV		MILTON D NICHOLSON	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	09/12/2011	6-12-30	30/01/2012	262/636	YES	DODDRIDGE
WV		RANDALL P HUTSON	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	08/08/2012	5-25-36	N/A	N/A	YES	DODDRIDGE
WV		FREDA M HUTSON	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	08/08/2012	5-25-37	N/A	N/A	YES	DODDRIDGE
WV		KEVIN D HUTSON	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	07/08/2012	5-25-38	N/A	N/A	YES	DODDRIDGE
WV		ANNABELL RIFFLE AND TROY CUNNINGHAM	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	20/06/2012	1-6-41	10/07/2012	271/438	YES	DODDRIDGE
WV		ROBERT AND SUE COOK	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	07/08/2012	5-25-59	N/A	N/A	YES	DODDRIDGE
WV		JOHN AND SANDRA ERWIN	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	25/10/2012	6-19-1	08/11/2012	303/719	YES	DODDRIDGE
WV		GEORGE AND SUSAN GAGNON	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	10/09/2012	6-3-2	09/10/2012	303/321	YES	DODDRIDGE
WV		GEORGE G HAMILTON; GARY L HAMILTON	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	10/06/2013	6-10-4	23/07/2013	310/549; 310/553	YES	DODDRIDGE
WV		M & R INVESTMENTS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	01/04/2013	8-13-5	N/A	N/A	YES	DODDRIDGE
WV		RENDAL AND SANDY DOTSON	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	06/02/2013	6-20-9	N/A	N/A	YES	DODDRIDGE
WV		JOHN AND SANDRA ERWIN	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	30/08/2012	6-19-10	09/10/2012	303/332	YES	DODDRIDGE
WV		LEWIS AND NORMA DAVIS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	07/11/2012	3-14-12	N/A	N/A	YES	DODDRIDGE
WV		DAVID AND VIVIAN BURTON	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	20/12/2012	6-15-12	25/02/2013	305/381	YES	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV		VIVIAN AND DAVID BURTON	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	23/06/2011	6-15-12	12/08/2011	017/129	YES	DODDRIDGE
WV		DELBERT, DONNA, AND MICHAEL LEATHERMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	23/01/2013	3-16-15	N/A	N/A	YES	DODDRIDGE

AND
ELIZABETH
HAYDUK

WV	RICHARD E. MARSDEN AND WILMA J. MARSDEN	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	30/04/2013	4-4-16	03/06/2013	309-381	YES	DODDRIDGE
WV	DAVID M. HARTLEY	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	14/11/2012	6-12-26	13/12/2012	404/846	YES	DODDRIDGE
WV	ALLEN AND JANET ASH	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	26/02/2013	6-20-26	N/A	N/A	YES	DODDRIDGE
WV	JONATHAN L. DAVIS AND LOUELLA D. DAVIS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	12/06/2013	1-7-1	NA	NA	YES	DODDRIDGE
WV	TROY D. CUNNINGHAM AND ANNABELLE RIFLE	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	05/07/2013	1-6-41	23/07/2013	310/527	YES	DODDRIDGE
WV	JERRY NORMAN AND MICHAEL NORMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	17/10/2011	1-9-16	08/11/2011	294/645	YES	DODDRIDGE
WV	DENNIS POWELL AND MELLIE M. POWELL	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	21/08/2012	3-19-31, 31.1, 31.2,32	06/09/2012	302/559	YES	DODDRIDGE
WV	DENNIS POWELL AND MELLIE M. POWELL	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	08/11/2012	3-19-31, 31.1, 31.2,32	30/11/2012	304/140	YES	DODDRIDGE
WV	JAMES T. BARR, JR. AND BERNICE J BARR	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	23/10/2012	4-12-10,10.1	08/11/2012	304/3	YES	DODDRIDGE
WV	GABRIELE SMITH AKA GARIELE HOOVER	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	25/02/2013	4-15-16,16.1,33	18/03/2013	305/530	YES	DODDRIDGE
WV	JAMES AND BERNICE BARR	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	23/10/2012	6-12-10,10.1	08/11/2012	304/3	YES	DODDRIDGE
WV	JORDAN SWIGER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	28/08/2012	6-12-27.1	09/10/2012	303/330	YES	DODDRIDGE
WV	NAOMI AND FRANK WILLIAMS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	22/08/2012	6-12-34,36,39	06/09/2012	302/563	YES	DODDRIDGE
WV	GARY AND GAYENNE CRISLIP	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	22/08/2012	6-12-34,36,39	09/10/2012	303/340	YES	DODDRIDGE
WV	DOROTHY DAVIS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	22/08/2013	6-12-34,36,39	08/11/2012	304/11	YES	DODDRIDGE
WV	REXALL AND DEBORAH CRISLIP	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	24/08/2012	6-12-34,36,39	24/08/2012	304/343	YES	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING	BOOK PAGE	CONSENT TO	COUNTY
					ON	PARCEL TAX ID	DATE	INSTRUMENT	ASSIGN	
WV		DOROTHY DAVIS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	23/10/2012	6-12-34,36,39	08/11/2012	303/725	YES	DODDRIDGE
WV		REXALL CRISLIP	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	24/10/2012	6-12-34,36,39	08/11/2012	304/1	YES	DODDRIDGE
WV		FRANK AND NAOMI WILLIAMS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	23/10/2012	6-12-34,36,39	08/11/2012	304/5	YES	DODDRIDGE
WV		GARY AND GAYENNE CRISLIP	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	23/10/2012	6-12-34,36,39	08/11/2012	304/7	YES	DODDRIDGE
WV		JAMES AND SHARON	ANTERO RESOURCES	TANK PAD AGREEMENT	27/10/2012	6-12-37.5	08/11/2012	303/715	YES	DODDRIDGE

		DEVERICKS	ANTERO	TEMPORARY	12/11/2012	6-12-5,5.1,40	16/01/2013	304/651	YES	DODDRIDGE
WV		THOMAS JOHNS AND CELIA ARBOGAST	RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT						
WV		GARRY R. NORTON	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	07/02/2013	6-16-15; 6-19-6	18/03/2013	305/542	YES	DODDRIDGE
WV		ALLEN ASH, JR	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	11/01/2013	6-25-6.1	N/A	N/A	YES	DODDRIDGE
WV		DAVID AND BARBARA K THOMPSON	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	05/03/2013	McClellan District, Doddridge County(NO TM or PCL listed on Agmt)	N/A	N/A	YES	DODDRIDGE
WV	NIMORWICZ EAST WATER IMPOUNDMENT	TILMAN LEE WILLIAMS	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	01/04/2013	1-341				HARRISON
WV	NIMORWICZ EAST WATER IMPOUNDMENT	ROBERT NIMORWICZ AND DONA FRAMENTO FKA DONNA M DACUNHA	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	23/04/2013	2-341				HARRISON
WV	NIMORWICZ WEST WATER IMPOUNDMENT	TILMAN LEE WILLIAMS	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	01/04/2013	1-341				HARRISON
WV	NIMORWICZ WEST WATER IMPOUNDMENT	ROBERT NIMORWICZ AND DONA FRAMENTO FKA DONNA M DACUNHA	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	23/04/2013	2-341				HARRISON
WV	QUINN WATER IMPOUNDMENT	LEONARD COURTNEY	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	03/08/2012	40/001&003- 383/403				HARRISON
WV	SALEM TO VARNER WEST	JAMES A. VARNER SR.	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	06/11/2012	322-18	19/11/2012	1501-499	YES	HARRISON
WV	TOMS FORK	STOUT, PAUL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/02/2013	20-361-1	19/09/2013	313/281 #183433	NOT REQUIRED	HARRISON
WV		VICKIE LYNN SINGLETON	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	11/05/2011	14-265-96	13/05/2011	1469/1195	YES	HARRISON

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WV		KIMBERLY A. MALE	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER EASEMENT	08/04/2009	7-285-49	NA	NA	YES	HARRISON
WV		KIMBERLY A. MALE	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	07/02/2009	7-285-51	18/02/2009	1427/943	YES	HARRISON
WV		RITA A WALKER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	11/16/2011	9-266A-2,16	21/11/2011	1480/22	YES	HARRISON
WV		JANET L. BAXTER	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	11/05/2011	14-265-90,91	13/05/2011	1469/1191	YES	HARRISON
WV		DOROTHA J POST	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	13/08/2012	18-242-35	N/A	N/A	YES	HARRISON
WV		WILLIS LEE MATHEY	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	26/07/2013	18-2708-166	NA	NA	YES	HARRISON
WV		WILLIAM J BOGGS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	09/07/2013	18-281-31	N/A	N/A	YES	HARRISON
WV		JOHN AND MARIANNE CLEVENGER	ANTERO RESOURCES APPALACHIAN	TEMPORARY WATER LINE AGREEMENT	16/07/2013	18-321-39	N/A	N/A	YES	HARRISON

			CORPORATION							
WV		DON AND HEIDI HUFFMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	22/07/2012	18-324-2	N/A	N/A	YES	HARRISON
WV		GREGORY MYERS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	24/08/2012	20-241-1	N/A	N/A	YES	HARRISON
WV		PHYLLIS SMITH	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	29/08/2012	20-242-2	N/A	N/A	YES	HARRISON
WV		MOUNTAIN LAKES, LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	13/04/2012	20-364-2	N/A	N/A	YES	HARRISON
WV		FREDDIE R DAUGHERTY	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	22/01/2013	20-383-22	N/A	N/A	YES	HARRISON
WV		JAMES K LIGHTNER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	20/12/2012	20-383-24	N/A	N/A	YES	HARRISON
WV		ROBERT AND PATRICIA BENNETT	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	04/02/2013	20-383-25	N/A	N/A	YES	HARRISON
WV		MATTHEW AND LISA D BOWYER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	17/12/2012	20-383-31,23	N/A	N/A	YES	HARRISON
WV		DAVID AND BLANCHE STUTLER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	17/12/2012	20-383-32	N/A	N/A	YES	HARRISON
WV		ROBERT LEWIS	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	06/06/2012	20-383-47	18/06/2012	1493/589	YES	HARRISON

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING		CONSENT TO	
					ON	PARCEL TAX ID	DATE	BOOK PAGE INSTRUMENT	ASSIGN	COUNTY
WV		JAMES AND ASHLEY HEFFINGER	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	05/03/2013	20-403-13.2	20/03/2013	1506/1307	YES	HARRISON
WV		EVERETT M AND SHIRLEY MYER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	19/11/2012	20-403-22	N/A	N/A	YES	HARRISON
WV		RONALD MARK HITT	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	28/01/2013	20-403-30,31	21/02/2013	1502/802	YES	HARRISON
WV		CHRISTOPHER AND KIMBERLY TURNER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	28/01/2013	20-403-32	21/02/2013	1505/797	YES	HARRISON
WV		CLARA MAE AND PEGGY HURST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	01/10/2012	20-403-4	N/A	N/A	YES	HARRISON
WV		BERNARD, CLARA MAE, AND PEGGY HURST	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	17/10/2012	20-403-4	19/11/2012	1501/530	YES	HARRISON
WV		DAVID AND LISA A GAINES	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	02/12/2013	20-403-4.2	N/A	N/A	YES	HARRISON
WV		CHARLES N TYREE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	04/02/2013	20-404-30.1	21/02/2013	1505/800	YES	HARRISON
WV		RONALD C FRAGMIN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	1/28/2013	20-404-39	21/02/2013	1505/790	YES	HARRISON
WV		JAMES IVAN MCDONALD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	28/01/2013	20-424-1; 20-424-14	21/02/2013	1505/805	YES	HARRISON
WV		BRENDA AND MICHAEL TUCKWILLER	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	11/03/2013	20-424-16	19/04/2013	1509/1060	YES	HARRISON
WV		WILLIAM M	ANTERO	ACCESS	31/01/2013	20-424-2	N/A	N/A		HARRISON

		MCDONALD	RESOURCES APPALACHIAN CORPORATION	AGREEMENT						
WV		WILLIAM M MCDONALD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	30/09/2012	20-424-2	19/11/2012	1501/526	YES	HARRISON
WV		JAMES AND BRENDA RAINES; CLARENCE MUTSCHELKNAUS, PATRICK DEEM	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER FACILITY AGREEMENT	23/01/2012	7-267-24.2	26/01/2012	1482/1123	YES	HARRISON
WV		LORRAIN P. LAVERDIERRE	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	20/04/2010	7-285-3	06/05/2010	1146/1010	YES	HARRISON
WV		CURT MYERS AND JAMES E. RAINES	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	07/11/2011	9-266A-5	21/11/2011	1480/25	YES	HARRISON
WV		DONALD L. PHILLIPS AND MARY V. PHILLIPS	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	28/10/2011	9-266A-6.1	21/11/2011	1480/32	YES	HARRISON
OH	MONROE LATERAL	KLINKENBERG, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	21/06/2013	21-0080140.000	11/03/2014	267/306-312 201400073986	CONSENT TO ASSIGN NOT REQUIRED	MONROE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH		MICHAEL AND JUDY ARNOLD	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	28/02/2013	Buffalo Twshp- Section 28-05- 002125.002	22/07/2013	227/746	YES	NOBLE
OH		JAMES SINGER AND DENNIS F. GERST	ANTERO RESOURCES APPALACHIAN CORPORATION	STORAGE AGREEMENT	18/04/2013	Section 6-28- 2137.000	N/A	N/A	YES	NOBLE
WV	OHIO-ANNIE	TAYLOR, MATTHEW A. AND DAWNA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/12/2012	7-11-45	21/08/2013	292/621 #605076	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BUTLER, ROBERT WILLIAM, & PERACCHIO- BUTLER, CATHLEEN LOUISA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/02/2013	7-6-67	20/08/2013	292/517 #605041	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	MEES, SARAH E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/03/2013	7-6-70	21/08/2013	292/589 #605071	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	TICE, JOHN R.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/03/2013	7-15-7	21/08/2013	292/614 #605075	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BARTLEY, LINDSEY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/01/2013	4-8-8	21/08/2013	292/628 #605077	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	CHILDERS, TYRELL W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/12/2012	7-6-13	21/08/2013	292/559 #605067	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BARTLETT, LINDSEY & CAROLYN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/01/2013	4-8-18	20/08/2013	292/503 #605039	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BARBER, DARIN J. & EDITH C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/01/2013	7-11-27	20/08/2013	292/496 #605037	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	FINNEY, ROSANNA MARIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/01/2012	4-5-11 4-5-12	21/08/2013	292/575 #605069	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	COLVIN, STEPHEN LEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/12/2012	4-5-14 4-5-15 4-8-7.3	20/08/2013	292/538 #605044	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	HEARTWOOD FOREST FUND IV LIMITED	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	01/02/2013	4-5-2; 7-6-64; 7-6-109;7-10-18A	21/08/2013	292/565 #605068	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	COLVIN, STEPHEN LEE	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT AGREEMENT	05/01/2013	4-8-3.1	20/08/2013	292/525 #605042	NOT REQUIRED	PLEASANTS

CORPORATION

WV	OHIO-ANNIE	COLVIN, STEPHEN LEE & MELISSA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/12/2012	4-8-3.1	20/08/2013	292/532 #605043	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	KAUFFMAN, ROBERT W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/12/2012	4-8-8.3	21/08/2013	292/582 #605070	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	WESTBROOK, GREGORY A. & BRENDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/01/2013	4-8-9; 4-8-10.5 4-8-10.6	21/08/2013	292/605 #605073	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	HOLMES, ROGER Q.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/03/2013	7-11-25.9;7-11-5	20/08/2013	292/483 #605036	NOT REQUIRED	PLEASANTS

48

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING BOOK PAGE		CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID	DATE	INSTRUMENT		
WV	OHIO-ANNIE	HFP, LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/01/2013	7-11-28 7-11-29	21/08/2013	292/552 #605066	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	POWELL, JAMES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/01/2012	7-11-46; 7-11-47	21/08/2013	292/596 #605072	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BEN'S RUN LAND COMPANY LIMITED PARTNERSHIP	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/03/2013	7-1-3;7-5-3; 10-7-2	19/08/2013	423/751 #75555	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BARTRUG, MARK W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/03/2012	7-16-11.1; 12; 23	20/08/2013	292/510 #605040	NOT REQUIRED	PLEASANTS
WV	ANNIE WATER IMPOUNDMENT	ANNIE B HAYMOND	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	5/-/2012	5-14				RITCHIE
WV	CHARLENE WATER	BUTCHER, FLOYD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	01/03/2014	3-14-11.10			NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE WATER	JACKSON, KENNETH ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	23/10/2012	3-19-9.1			NO CONSENT REQUIRED	RITCHIE
WV	GLASS	RICHARDS, JOHN W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	31/05/2012	10-13-19	28/05/2013	321/736 #201300002518	NOT REQUIRED	RITCHIE
WV	GLASS	RICHARDS, JOHN W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL LINE AGREEMENT	29/11/2012	10-13-19	5/28/2013, corrected Modification 1/31/2014	321/742 #201300002519; 324/568 #201400000550	NOT REQUIRED	RITCHIE
WV	GLASS	HARMS, MARY ET AL (ANTILL/ONEILL)	ANTERO RESOURCES APPALACHIAN CORPORATION	PIPELINE AGREEMENT	19/07/2012	45212	04/09/2013	322/837 #201300004113	NOT REQUIRED	RITCHIE
WV	GLASS	HARMS, MARY ET AL (ANTILL/ONEILL)	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL LINE AGREEMENT	14/12/2012	45212	30/01/2014	324/374 #201400000495	NOT REQUIRED	RITCHIE
WV	GLASS	ZINN, JUANITA ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT WITH VALVE SITE	18/04/2013	10-13-24	28/05/2013	321/761 #201300002523	NOT REQUIRED	RITCHIE
WV	GRIMM TO CAMPBELL WATER	GRIMM, BARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/10/2012	10-9-17			NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO CAMPBELL WATER	O'NEIL FAMILY TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	15/12/2012	10-14-3 10-14-3.1 10-14-10			NO CONSENT REQUIRED	RITCHIE
WV	HARSHBARGER NORTH WATER IMPOUNDMENT	TIMOTHY R O'NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	05/11/2012	10-14				RITCHIE
WV	HARSHBARGER NORTH WATER IMPOUNDMENT	SHARON S O'NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	02/11/2012	10-14				RITCHIE
WV	HARSHBARGER NORTH WATER IMPOUNDMENT	MARY FRANCES HARMES & NANCY LOUISE	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	06/11/2012	10-14				RITCHIE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	HARSHBARGER NORTH WATER IMPOUNDMENT	ROMARLO LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	27/11/2012	10-14				RITCHIE
WV	HARSHBARGER NORTH WATER IMPOUNDMENT	KATHLEEN R HOOVEN	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	07/11/2012	10-14				RITCHIE
WV	HARSHBARGER NORTH WATER IMPOUNDMENT	KARAH L LOFTIN AND KELCIE J LOFTIN	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	03/11/2012	10-14				RITCHIE
WV	HARSHBARGER NORTH WATER IMPOUNDMENT	O'NEIL FAMILY TRUST, DANIEL J O'NEIL, SEAN T O'NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	27/11/2012	10-14				RITCHIE
WV	HARSHBARGER NORTH WATER IMPOUNDMENT	JASON S HARSHBARGER AND MICHELLE D HARSHBARGER	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	06/12/2012	15-14				RITCHIE
WV	HARSHBARGER SOUTH WATER IMPOUNDMENT	TIMOTHY R O'NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	05/11/2012	10-14				RITCHIE
WV	HARSHBARGER SOUTH WATER IMPOUNDMENT	SHARON S O'NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	02/11/2012	10-14				RITCHIE
WV	HARSHBARGER SOUTH WATER IMPOUNDMENT	MARY FRANCES HARMES & NANCY LOUISE ANTIL	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	06/11/2012	10-14				RITCHIE
WV	HARSHBARGER SOUTH WATER IMPOUNDMENT	ROMARLO LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	27/11/2012	10-14				RITCHIE
WV	HARSHBARGER SOUTH WATER IMPOUNDMENT	KATHLEEN R HOOVEN	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	07/11/2012	10-14				RITCHIE
WV	HARSHBARGER SOUTH WATER IMPOUNDMENT	KARAH L LOFTIN AND KELCIE J LOFTIN	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	03/11/2012	10-14				RITCHIE
WV	HARSHBARGER SOUTH WATER IMPOUNDMENT	O'NEIL FAMILY TRUST, DANIEL J O'NEIL, SEAN T O'NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AND IMPOUNDMENT	27/11/2012	10-14				RITCHIE
WV	HARSHBARGER SOUTH WATER IMPOUNDMENT	JASON S HARSHBARGER AND MICHELLE D HARSHBARGER	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	06/12/2012	15-14				RITCHIE
WV	LANGFORD	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	28/02/2012	10-9-17	23/07/2012	317/174 #2476	NOT REQUIRED	RITCHIE
WV	LANGFORD	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	17/09/2012	10-9-17	28/05/2013	321/733 # 201300002517	NOT REQUIRED	RITCHIE
WV	LANGFORD	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	17/12/2012	10-9-17	23/07/2012	317/174 #20122476	NOT REQUIRED	RITCHIE
WV	LANGFORD	O'NEILL FAMILY TRUST/ANTILL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/06/2012	10-14-10, 10-14-3.1 10-14-3	28/06/2012	316/956 #2131	NOT REQUIRED	RITCHIE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	LANGFORD	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/05/2012	10-8-6, 10-9-4 19-9-10, 10-9-12.1, 10-9-12.2, 10-9-27	28/12/2012	318/642 #4721	NOT REQUIRED	RITCHIE

WV	LANGFORD	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	03/12/2012	10-8-6, 10-9-4 19-9-10, 10-9-12.1, 10-9-12.2, 10-9-27	21/08/2013	322/699 #201300003939	NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD/ BERKLEY FAMILY TRUST ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	03/12/2012	10-8-6.2 3-40-25	30/01/2014	324/500 #201400000512	NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD/ BERKLEY FAMILY TRUST ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	08/10/2012	10-9-1.1	28/12/2012	318/659 201200004724	NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD/ BERKLEY FAMILY TRUST ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/05/2012	10-9-1.1, 10-8-6.2, 3-40-25	28/12/2012	318/651 #4723	NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	08/10/2012	10-9-10 10-9-12.1 10-9-12.2	28/12/2012	318/649 #201200004722	NOT REQUIRED	RITCHIE
WV	LANGFORD	CAMPBELL, JOHN A. & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	30/05/2012	10-9-10.1	11/09/2013	322/1006 #201300004222	NOT REQUIRED	RITCHIE
WV	LANGFORD	CAMPBELL, JOHN A. & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	15/11/2012	10-9-10.1	30/01/2014	324/505 #201400000513	NOT REQUIRED	RITCHIE
WV	MIDDLE ISLAND CR	BISHOP, VELDA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2012	3-4-35	PENDING	PENDING	NOT REQUIRED	RITCHIE
WV	MIDDLE ISLAND CR	BISHOP, VELDA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2012	3-4-35	25/03/2014	327/123 #201400001561	NOT REQUIRED	RITCHIE
WV	MIDDLE ISLAND CR	SCHRIVER, WILLIAM E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2012	3-4-36	04/09/2014	330/894 #20144670		RITCHIE
WV	MOUNTAIN	KELLY, WILLIAM PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/10/2012	5-23-1	23/05/2013	321/650 #201300002467	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	KELLY, WILLIAM PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	01/12/2012	5-23-1	23/05/2013	321/657 #201300002468	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	24/08/2012	3-14-5	28/05/2013	321/709 #201300002508	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	31/10/2012	3-14-5	28/05/2013	321/716 #201300002509	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	31/10/2012	3-14-5	28/05/2013	321/716 #201300002509	NOT REQUIRED	RITCHIE

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WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	04/05/2013	3-14-5	N/A	N/A	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	04/05/2013	3-14-5	N/A	N/A	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	TERRELL, EDWARD LEE & JUDY M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/08/2012	3-21-10	21/02/2013	319/19 #201300000809	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	GARNER, MICHAEL ALLAN & RUBY SUE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/11/2012	3-15-24	28/05/2013	321/745 #201300002520	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	SCHUMACHER, PETER J. & PATRICIA J.	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT AGREEMENT	05/10/2012	3-15-17.1	23/05/2013	321/659 #201300002469	NO CONSENT REQUIRED TO ASSIGN.	RITCHIE

CORPORATION										
									ANTERO SHALL NOTIFY GRANTOR WITHIN 90 DAYS OF AN ASSIGNMENT TO A NON-AFFILIATE OR SUBSIDIARY.	
WV	MOUNTAIN	SCHUMACHER, PETER J. & PATRICIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	12/02/2013	3-15-17.1	23/05/2013	321/668 #201300002471	NO CONSENT REQUIRED TO ASSIGN. ANTERO SHALL NOTIFY GRANTOR WITHIN 90 DAYS OF AN ASSIGNMENT TO A NON-AFFILIATE OR SUBSIDIARY.	RITCHIE
WV	MOUNTAIN	SCHUMACHER, PETER J. & PATRICIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	14/11/2013	3-15-17.1	23/05/2013	321/666 #201300002470	NO CONSENT REQUIRED TO ASSIGN. ANTERO SHALL NOTIFY GRANTOR WITHIN 90 DAYS OF AN ASSIGNMENT TO A NON-AFFILIATE OR SUBSIDIARY.	RITCHIE
WV	MOUNTAIN	JEWELL, MAX & LINDA S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/10/2012	3-15-21 3-21-6	04/09/2013	322/795 #201300004108	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	JEWELL, MAX & LINDA S.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	30/11/2012	3-15-21 3-21-6	04/09/2013	ATTACHED TO 322/795 #201300004108	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	ALBERT, ANDREW E., III ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/10/2012	3-15-21.1; 3-21-8	28/05/2013	321/699 #201300002506	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	ALBERT, ANDREW E., III ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	18/10/2012	3-15-21.1; 3-21-8	28/05/2013	321/699 #201300002506	NOT REQUIRED	RITCHIE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	MOUNTAIN	BRADLEY, RONALD M.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	06/02/2013	3-15-22.1	23/05/2013	321/676 #201300002473	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	BRADLEY, RONALD M.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	06/02/2013	3-15-22.1	23/05/2013	321/676 #201300002473	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	BRADLEY, RONALD M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	17/06/2012	3-15-22.1; 3-15-22	23/05/2013	321/670 #201300002472	NOT REQUIRED	RITCHIE
WV	OHIO-ANNIE	LAMB, EMMA ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/12/2012	3-8-1	21/08/2012	322/690 #201300003938	NOT REQUIRED	RITCHIE
WV	OHIO-ANNIE	KUHENBEAKER, CLARENCE & PAMELA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/10/2012	3-8-4	21/08/2013	322/661 #201300003934	NOT REQUIRED	RITCHIE
WV	OHIO-ANNIE	HAYMOND, ANNIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/01/2013	3-14-5	21/08/2013	322/682 #201300003937	NOT REQUIRED	RITCHIE
WV	OHIO-ANNIE	KIRK, TROY	ANTERO	PERMANENT	29/11/2012	3-18-18.2	21/08/2013	322/668	NOT	RITCHIE

		C. & JOZETTA CAROL	RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT				#201300003935	REQUIRED	
WV	OHIO-ANNIE	MCCULLOUGH, TED A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/12/2012	3-8-1.3	21/08/2013	322/675	NOT REQUIRED	RITCHIE
WV	PRIMM WEST	COTTRILL, JUNIOR GARY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/04/2013	3-36-11	30/01/2014	324/552 #201400000548	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	COTTRILL, GARY W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & PERMANENT ACCESS ROAD AGREEMENT	23/04/2013	3-36-11.5	24/02/2014	326/110 #201400000946	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	TAYLOR, BRIAN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT & ACCESS ROAD AGREEMENT	23/04/2013	3-36-15 3-36-29	N/A	N/A	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MCATEE, CAROL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	20/02/2013	3-36-20	02/04/2014	327/391 #201400001726	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	COTTRILL, JUNIOR GARY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/05/2013	3-36-21 3-26-11	30/01/2014	324/361 #201400000493	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	JETT, JEFFERY L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	09/03/2013	3-36-21.1	30/01/2014	324/341 #201400000490	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	RICHARDS, TERRY LEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/02/2013	3-36-30	04/09/2014	330/882 #20144968	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	PUGH, ROBERT F. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/04/2013	3-36-31 3-40-10.1	30/01/2014	324/334 #201400000489	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	HALL, RUTH (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	30/04/2013	3-36-32 3-36-33 3-36-19	30/01/2014	324/367 #201400000494	NONE REQUIRED	RITCHIE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
WV	PRIMM WEST	COTTRILL, FAITH E. (AKA BEE)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/04/2013	3-36-8.2	24/02/2014	326/117 #201400000947	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	HILVERS, PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & ACCESS ROAD AGREEMENT	03/04/2013	3-36-9	30/01/2014	324/348 #201400000491	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MORRIS, I.L. (IKE)	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	24/04/2013	3-37-1	PENDING	PENDING	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	DODD, RONALD R. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	10/04/2013	3-37-2	N/A	N/A	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MACKAY, JACK D. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	03/05/2013	3-37-3 3-37-3.2 3-37.10	30/01/2014	324/469 #201400000507	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MACKAY, JACK D. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	07/08/2013	3-37-3 3-37-3.2 3-37.10	30/01/2014	324/528 #201400000520	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	JETT, JEFFERY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	14/01/2013	3-37-4	30/01/2014	324/354 #201400000492	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	WILLIAMS, EDWIN G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	19/03/2013	3-37-5	30/01/2014	324/328 #201400000488	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	WILLIAMS, ROGER D. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/03/2013	3-37-5.2	30/01/2014	324/463 #201400000506	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	SIMMONS, MARY AGNESS WILLIAMS (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	12/03/2013	3-37-7	N/A	N/A	NONE REQUIRED	RITCHIE
WV	SNIDER	HAYMOND,	ANTERO	PERMANENT	24/08/2012	3-14-5	28/05/2013	321/709	NOT	RITCHIE

		ANNIE	RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT				#201300002508	REQUIRED	
WV	SNIDER	HAYMOND, ANNIE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT	13/10/2012	3-14-5	28/05/2013	321/716 #201300002509	NOT REQUIRED	RITCHIE
WV	SNIDER	HAYMOND, ANNIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/01/2013	3-14-5	21/08/2013	322/682 3201300003937	NOT REQUIRED	RITCHIE
WV	SNIDER	KUHENBEAKER, CLARENCE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	26/10/2012	3-18-18.2	21/08/2013	322/661 #201300003934	NOT REQUIRED	RITCHIE
WV	SNIDER	MCCULLOUGH, JULIA ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/12/2012	3-8-1.3	21/08/2013	322/690 #201300003938	NOT REQUIRED	RITCHIE
WV	SNIDER	MCCULLOUGH, TED	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/12/2012	3-8-1.3	21/08/2013	322/675 #201300003936	NOT REQUIRED	RITCHIE
WV	SNIDER	KIRK, TROY C. & JOZETTA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	29/11/2012	3-8-18.2	21/08/2013	322/668 #201300003935	NOT REQUIRED	RITCHIE

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WV	SUA	GOFF, WILLIAM N.	ANTERO RESOURCES APPALACHIAN CORPORATION	GROUND LEASE	6/1/2012 EXTENDED UNTIL 9/20/2016	3-25-13			NOT REQUIRED	RITCHIE
WV	SUA	CAMPBELL, JOHN A. & LINDA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT	06/01/2012	10-13-28.3			NOT REQUIRED	RITCHIE
WV	SUA	CAMPBELL, JOHN A. & LINDA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT	06/01/2012	10-19-4.1			NOT REQUIRED	RITCHIE
WV	WALNUT WEST	WAGGONER, EDDY D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	03/11/2012	3-13-19; 3-13-20; 3-13-21	24/09/2013	323/17 #201300004413	NOT REQUIRED	RITCHIE
WV	WHITE OAK	KEHRER, ALBERT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	30/03/2012	10-9-6	24/10/2012	318/164 #201200003761	NOT REQUIRED	RITCHIE
WV	WHITE OAK	KEHRER, ALBERT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	23/04/2012	10-9-6	30/01/2014	324/511 #201400000515	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	17/09/2012	10-9-17	28/05/2013	321/733 #201300002517	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	17/09/2012	10-9-17	20/12/2012	318/591 #201200004621	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	05/10/2012	10-9-17	07/02/2013	318/962 320130000053	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT. 16" ABOVE GROUND WATER LINE	05/10/2012	10-9-17	07/02/2013	318/962 320130000053	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	17/09/2012	10-9-17	28/05/2013	321/733 # 201300002517	NOT REQUIRED	RITCHIE
WV	WHITE OAK	CONSTABLE, FRED ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	18/07/2012	10-9-28	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WHITE OAK	BERKLEY, JUNE TRUSTEE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	23/04/2012	10-9-1 10-9-1.1 10-9-1.2	30/01/2014	324/518 #201400000517	NOT REQUIRED	RITCHIE
WV	WHITE OAK	BERKLEY, JUNE TRUSTEE	ANTERO RESOURCES	ADDITIONAL PIPELINE	03/12/2012	10-9-1 10-9-1.1	28/12/2012	318/651 #201200004723	NOT REQUIRED	RITCHIE

		ET AL	APPALACHIAN CORPORATION	AGREEMENT (WATER)		10-9-1.2				
WV	WHITE OAK	BERKLEY, JUNE TRUSTEE, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	30/03/2012	10-9-1 10-9-1.1 10-9-1.2	24/10/2012	318/155 #201200003760	NOT REQUIRED	RITCHIE
WV	WHITE OAK	BERKLEY, JUNE TRUSTEE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	18/01/2013	10-9-1.1	30/01/2014	324/299 #201400000483	NOT REQUIRED	RITCHIE
WV	WHITE OAK	LANGFORD/BERKLEY FAMILY TRUST ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/05/2012	10-9-1.1, 10-8-6.2, 3-40-25	28/12/2012	318/651 #201200004723	NOT REQUIRED	RITCHIE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	WHITE OAK	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	30/03/2012	10-9-3 10-9-4 10-9-10 10-9-12.1 10-9-12.2 10-9-27	24/10/2012	318/149 #201200003759	NOT REQUIRED	RITCHIE
WV	WHITE OAK	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	23/04/2012	10-9-3 10-9-4 10-9-10 10-9-12.1 10-9-12.2 10-9-27	30/01/2014	324/514 #201400000516	NOT REQUIRED	RITCHIE
WV	WHITE OAK	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	03/12/2012	10-9-3 10-9-4 10-9-10 10-9-12.1 10-9-12.2 10-9-27	21/08/2013	322/699 #201300003939	NOT REQUIRED	RITCHIE
WV		LILBURN C WILBURN AND JESSIE G. WILBURN	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	28/03/2013	10-19-30	NA	NA	YES	RITCHIE
WV		ANNIE HAYMOND AND EDDIE LANDRUM	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	24/09/2012	3-14-5	N/A	N/A	YES	RITCHIE
WV		SHARON S. O'NEILL; ROMARLO LLC; TIMOTHY O'NEILL; KARAH AND KELCIE LOFITIN; O'NEILL FAMILY TRUST; NANCY ANTILL; MARY HARMS; O'NEILL FAMILY TRUST C/O DANIEL O'NEILL; KATHLEEN HOOVEN	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	1/19/2013; 1/14/2013; 1/11/13; 1/7/13; 1/9/13; 1/11/13; 1/12/13; 1/11/13 1/14/2013	10-13-23	20/02/2013	318/1067; 318/1072; 318/1068;318/1073; 318/1076; 318/1085;318/1082; 318/1079; 319/330	YES	RITCHIE
WV		ANDREW AND YOLANDA WILLIAMSON	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	8/23/12	10-14-3.2	09/10/2012	258/924	YES	RITCHIE
WV		TRACY AND STEPHANIE KNIGHT	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	10/10/2012	10-14-3.3	N/A	N/A	YES	RITCHIE
WV		SLEEPY HOLLOW HUNTING CLUB	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	04/03/2013	10-19-9,10,12.1, 12.2, 12.3,12.4,12.5,12.6	NA	NA	YES	RITCHIE
WV		RITCHIE COUNTY COOPERATIVE MARKETING ASSOCIATION	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	08/02/2013	3-34-31	02/04/2013	319/328	YES	RITCHIE
WV	MOUNTAIN	MCCULLOUGH, GARY I.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	16/02/2013	3-15-23; 3-15-27; 1-21-1; 3-15-28; 3-21-22; 3-15-29	30/01/2014	324/523 #201400000518	NOT REQUIRED	RITCHIE AND TYLER
WV	MOUNTAIN	MCCULLOUGH, GARY I.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	04/10/2012	3-15-27; 1-21-1; 3-15-28; 3-21-22; 3-15-29	19/02/2013	408/541 #68565	NOT REQUIRED	RITCHIE AND TYLER

CORPORATION

WV	MOUNTAIN	MCCULLOUGH, GARY I.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	17/12/2012	3-15-27; 1-21-1; 3- 15-28; 3-21-22; 3- 15-29	19/02/2013	408/549 #68567	NOT REQUIRED	RITCHIE AND TYLER
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56

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	HARTLEY	HARTLEY, DAVID M	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	13/05/2013	6-12-21; 6-12-23; 6-12-27	21/08/2013	424/52 #76615	NOT REQUIRED	TYLER
WV	HEFLIN WATER IMPOUNDMENT	JAMES D CAVEZZA & VIRGINIA CATHERINE CAVEZZA	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA AND COMPENSATION	27/09/2012	32-11				TYLER
WV	MIDDLE ISLAND CR	SCOTT ROGER L. & DONNA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	07/12/2012	3-9-19	25/03/2014	327/65 #201400001553	NOT REQUIRED	TYLER
WV	MOUNTAIN	HAMMETT, SAMUEL C. & SHERRI L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	01/12/2012	1-21-4	19/02/2013	408/559 #68569	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	CURRY, ROGER & DAVID BELCHER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/12/2012	6-12-1	19/08/2013	423/713 #76549	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	MARKLE, TERRY ALLEN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/12/2012	6-15-3	19/08/2013	423/737 #76553	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	RITCHIE PETROLEUM CORPORATION INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/01/2013	6-13-22	19/08/2013	423/763 #76556	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	SHEPHERD, JASON F.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	27/02/2013	6-13-24	21/08/2013	424/40 #76612	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	HARTLEY, DAVID M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	21/01/2013	6-12-14; 6-12-15, 6-12-16-, 6-12-17, 6-12-18, 6-12-19, 6-12-21, 6-12-22, 6-12-23, 6-12-27	21/08/2013	424/57 #76616	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	HARPER, MATTHEW & SHAUNA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	15/11/2012	6-13-14; 6-13-15	21/08/2013	424/43 #76613	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	HARPER, MATTHEW & SHAUNA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT/ VALVE SITE	01/03/2013	6-13-14; 6-13-16	21/08/2013	424/50 #76614	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	SHEPHERD, DANIEL MARK & BRENDA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/02/2013	6-13-24.3	21/08/2013	424/19 #76609	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	SHEPHERD, JASON F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	27/02/2013	6-13-24; 6-14-24.2	21/08/2013	424/33 #76611	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	SHEPHERD, JASON F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	08/03/2013	6-13-24; 6-14-24.2	21/08/2013	424/40 #76612	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	COLLINS, LILA & NEAL A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	01/12/2012	6-15-4.1	19/08/2013	423/730 #76552	NOT REQUIRED	TYLER
WV	SNIDER	MARKLE, TERRY ALLEN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	13/12/2012	6-15-3	19/08/2013	423/737 #76553	NOT REQUIRED	TYLER
WV	SNIDER	COLLINS, NEAL A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	01/12/2012	6-15-4.1	19/08/2013	423/730 #76552	NOT REQUIRED	TYLER

57

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	ON	PARCEL TAX ID	DATE	INSTRUMENT	ASSIGN	COUNTY
WV	SNIDER	JONES, HATTIE MARKLE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	06/12/2012	6-15-5 6-15-7	19/08/2013	423/723 #76551	NOT REQUIRED	TYLER
WV	MOUNTAIN	HAMMETT, SAMUEL C. & SHERRI L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	02/10/2012	1-21-4 3-5-25 3-8-2.1 5-17-5	19/02/2013	408/551 #68568	NOT REQUIRED	TYLER AND DODDRIDGE
WV	MOUNTAIN	HAMMETT, SAMUEL C. & SHERRI L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	01/12/2012	1-21-4 3-5-25 3-8-2.1 5-17-5	19/02/2013	408/559 #68569	NOT REQUIRED	TYLER AND DODDRIDGE
WV	WHITE OAK	CUNNINGHAM, NAOMI	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/04/2012	7-4-1 1-15-29; 1-15-31; 10-9-9	23/07/2012	317/167 #201200002475	NOT REQUIRED	TYLER, RITCHIE & DODDRIDGE
PA	ROBINSON	MOLEK A. RANDALL	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT	11/03/2012	700-001-00-00- 0016-00 320-012-00-00- 0011-00	04/06/2012	201216256	NOT REQUIRED	WASHINGTON
WV		FREDERICK, LONNIE AND GREGORY DOERFLER	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER EASEMENT AGREEMENT	4/30/2013	PA-West Pike Run Twshp- 70000400000000800	N/A	N/A	YES	WASHINGTON
OH	BARNESVILLE LINE	SMEAL, ROBERT	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	22/10/2013	37-0000214.000	19/03/2014	269/433 #201400074329	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	GROVES, JUDY ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	11/10/2013	37-0000330.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	SCHNEGG, ROGER	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	16/11/2013	37-0000355.000 37-0000395.003 37-0001288.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	WILCOX, HELEN	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	21/11/2013	37-0000358.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	INHERST, FLOYD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	27/10/2013	37-0000377.000	21/03/2014	466/39 #201400004696	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	PHILLIPS, DANIEL ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	01/11/2013	37-0000395.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	KETTLEWELL, HARRY ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	12/10/2013	37-0000409.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	GROVES, JUDY ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/10/2013	37-0000446.000	24/03/2014	465/130 #201400004474	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	DAWSON, JAMES	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	27/09/2013	37-0000458.000 37-0000459.000	21/03/2014	466/31-38 #201400004695	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	MILLER, WESLEY ET AL	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	26/09/2013	37-0000461.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	TROYER, RUBEN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	23/10/2013	37-0000530.007	21/03/2014	466/47 #201400004697	CONSENT TO ASSIGN NOT REQUIRED	BELMONT

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	BARNESVILLE LINE	TIMMONS, CHARLES ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	05/12/2013	37-0000598.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	PERKINS, ERIC ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	29/10/2013	37-0000642.000	18/03/2014	465/113 # 201400004472	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	CHAPPELL, GEORGE ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/10/2013	37-0001194.000	18/03/2014	465/146 #201400004476	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	JOHNSON, FREDERICK, TRUSTEE	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	21/11/2013	37-0001302.001			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	MILLER, RICHARD ET AL	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	26/09/2013	37-00404.000 37-00403.000 37-00211.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	MILLER, RICHARD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	26/09/2013	37-00462.000	14/03/2014	465/138-145 #201400004475	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	HOTHAM 3	HOTHAM FAMILY PROPERTIES	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGMT FW 3	19/06/2014	37-00365.000 37- 00364.000				BELMONT
OH		HOTHAM FAMILY PROPERTIES	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	23/05/2014	Section 30 37- 00365/37-00364	08/07/2014	278/796-797	YES	BELMONT

AGMT FW 3

WV	BONNELL TO SWISHER	LAURA HURST NESTOR	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	13/12/2013	12-7			YES	DODDRIDGE
WV	BONNELL TO SWISHER	DENNIS AND LAURA COTTRILL	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	13/12/2013	13-2	NA	NA	YES	DODDRIDGE
WV	BONNELL TO WOLF PEN	DAVIS, DOROTHY ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/10/2013	6-4-38			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	COMSTOCK/SILVESTRE TRUSTS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/18/2013 4/26/2013	6-8-39			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	DEVOL, NORMAN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	27/08/2013	6-8-41			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BOW, CHARLES T.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	26/08/2013	6-12-2			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	KEPLINGER, DALE AND MELISSA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	27/12/2013	6-8-17			NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	CUTRIGHT, EDWARD ET AL	ANTERO RESOURCES CORPORATION	RATIFICATION AND CONFIRMATION OF AGREEMENTS	09/11/2013	3-9-31	02/01/2014	319/423 #190099	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, ETHYLN ET AL	ANTERO RESOURCES CORPORATION	BELOW GROUND WATER LINE	09/07/2013	3-6-26.9	19/02/2014	321/56 #193757	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, BRIAN ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	10/07/2013	3-9-2.2	19/02/2014	321/66 #193759	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	CRESSMAN, ERIC ARNOLD	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	28/08/2013	3-2-5	19/02/2014	321/70 #193760	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	DOAK, KENNETH WANYNE & KAREN HALL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	06/08/2013	3-2-9	19/02/2014	321/33#193749	NOT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	CANTON SOUTH AND CANTON WATER	LUCAS, ROGER J. & CARRI	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	10/07/2013	3-2-4.1	06/09/2013	312/269 #182683	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES CORPORATION	OPTION FOR EASEMENT	21/07/2013	5-20-13.1	25/10/2013	429/765 #796645	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES CORPORATION	PARMANET EASEMENT AGREEMENT	21/07/2013	5-20-13.1	25/10/2013	429/765 #796645	NOT REQUIRED	DODDRIDGE
WV	CANTON WATER	JUDITH A. NOLL	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	01/10/2013	3-13-28	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	BAKER, MARTY ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY EASEMENT AGREEMENT	07/07/2014	3-2-2	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	CANTON WATER	BLAND, ROBERT ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	28/10/2013	6-2-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	HAUG, ROBERT ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	09/10/2013	8-9-2	07/08/2014	332/339 #206962	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	MILLER, DOUG ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	18/09/2013	8-9-3	06/12/2013	318/564 #188593	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	HAMILTON, GARY L.	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	08/11/2013	5-10-4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	MOORE, DWIGHT ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	01/09/2013	8-9-6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	HAYDUK, ELIZABETH	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT FOR HWY CROSSING	06/09/2013	3-16-15	18/08/2014	332/511 #207904	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	LEATHERMAN, DELBERT E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	06/09/2013	3-16-15	18/08/2014	332/511 #207904	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	LEATHERMAN,	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	06/09/2013	3-16-15	18/08/2014	332/511	NO CONSENT REQUIRED	DODDRIDGE

	WATER	DONNA	RESOURCES CORPORATION	EASEMENT AGREEMENT FOR HWY CROSSING				#207904	REQUIRED	
WV	CANTON WATER	LEATHERMAN, MICHAEL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT FOR HWY CROSSING	06/09/2013	3-16-15	18/08/2014	332/511 #207904	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	SULLIVAN, J NELSON ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	09/09/2013	3-17-17	02/01/2014	319/443 #190108	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	PENNINGTON, DEAN & MARTHA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	30/10/2013	3-16-21	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	FRASHURE, CLYDE RYAN JR	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/09/2013	3-16-1 3-16-4	02/01/2014	319/408 #190093	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	FRASHURE, CLYDE RYAN JR	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	03/10/2013	3-16-1 3-16-4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	FRASHURE, CLYDE RYLAN, JR.	ANTERO RESOURCES CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	15/03/2013	3-16-4 3-16-1	12/09/2013	312/581 #183049	NOT REQUIRED	DODDRIDGE
WV	CANTON WATER	CHESTNUT GROVE CHRISTIAN CHURCH	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	02/10/2013	3-5-30 3-5-30.1	19/08/2013	311/213 #181742	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	JORDAN FAMILY TRUST	ANTERO RESOURCES CORPORATION	VALVE SITE	28/03/2013	3-5-7; 3-5-8	09/09/2013	312/319 #182764	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	STANLEY, TOBEY	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	01/10/2013	3-6-18.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	CANTON WATER	YERKEY, RONALD	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	10/10/2013	3-9-3 3-9-4 3-9-19 3-9-9	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	RILL, ELWOOD & ELIZABETH	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	31/10/2013	6-1-3 6-1-4	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	DIANE DAVIS	DAVIS, JONATHAN L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	22/08/2013	1-7-1	12/09/2013	312/523 #183040	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FLUHARTY, MICHAEL D., ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	25/09/2013	6-15-1	10/04/2012	299/61 161259		DODDRIDGE
WV	ERWIN HILLTOP	CONRAD, ROBERT G. ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	24/06/2013	6-15-13.2	17/09/2013	313/7 #183232	NOT REQUIRED	DODDRIDGE
WV	HWY 50 CROSSING	LAW, RONALD L.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS	27/09/2013	6-2-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 CROSSING	RACE, FRANK W., ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	22/08/2013	8-13-18	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	HWY 50 CROSSING	RILL, ELWOOD P., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	31/10/2013	6-1-3 6-1-4	02/10/2014	336/89 #212302	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 CROSSING	BALLENGER, JAMES M., ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	22/10/2013	8-16-5 8-16-6 8-17-2 8-17-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	LAW, RONALD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	08/08/2013	6-2-1	19/02/2014	321/161 #193872	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	COTTRILL, TIMOTHY ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	24/08/2013	8-13-15	26/02/2014	321/250	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	WASMER, SEAN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	14/08/2013	8-13-17	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	HALL DRILLING, LLC	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/09/2013	8-13-16.3	02/10/2014	336/70 #212299	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	WASMER, RODNEY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	14/08/2013	8-13-16.5	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	LEATHERMAN, MICHAEL ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	11/12/2013	3-16-15	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	LEATHERMAN,	ANTERO	TEMPORARY	11/12/2013	3-16-15	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	ING HWY 50 X- ING	MICHAEL ET AL BLAND, JAMES ET AL	RESOURCES CORPORATION ANTERO RESOURCES CORPORATION	WORKSPACE AGREEMENT TEMPORARY WORKSPACE AGREEMENT	13/12/2013	3-16-15.2	N/A	N/A	REQUIRED NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING CANTON WATER	LEATHERMAN, DELBERT E. & DONNA M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	06/09/2013	3-16-15	18/08/2014	332/511 #207904		DODDRIDGE
WV	HWY 50 XING CANTON WATER	LEATHERMAN, DELBERT E. & DONNA M.	ANTERO RESOURCES CORPORATION	PERMANENT ACCESS ROAD	19/08/2014	3-16-15			NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING CANTON WATER	WALLS, TERRY ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	06/08/2013	8-9-4.1	09/12/2013	318/634 #188824	NOT REQUIRED	DODDRIDGE
WV	HWY CROSSING	BOWYER, DAVID	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/09/2013	3-16-14			NO CONSENT REQUIRED	DODDRIDGE
WV	HWY CROSSING	BOWYER, DAVID	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	11/09/2013	3-16-14	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY CROSSING	JETT, GLORIA J.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	26/08/2013	3-16-19	OPTION ONLY	OPTION ONLY	NO CONSENT REQUIRED	DODDRIDGE

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					ON	PARCEL TAX ID				
WV	HWY CROSSING	STRICKLING, JOHN P., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT FOR HWY CROSSING	16/09/2013	8-13-16.1	02/10/2014	336/78 #212300	NO CONSENT REQUIRED	DODDRIDGE
WV	JON DAVIS	COTTRILL, BRENT SCOTT & LAURA MARIE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	13/06/2012	1-7-20 (1-6-43)	11/09/2013	312/419 #182965	NOT REQUIRED	DODDRIDGE
WV	JON DAVIS	COTTRILL, BRENT SCOTT & LAURA MARIE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	28/10/2012	1-7-20 (1-6-43)	08/02/2013	305/111 #171726	NOT REQUIRED	DODDRIDGE
WV	LEMLEY WATER IMPOUNDMENT	HFP LLC	ANTERO RESOURCES CORPORATION	SUA AND COMPENSATION	16/01/2014	5-13				DODDRIDGE
WV	LEMLEY WATER IMPOUNDMENT	MT SALEM REVIVAL GROUNDS	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AGREEMENT	15/10/2013	10 -13 10.1-13	05/12/2013	318/452 188519	NO CONSENT REQUIRED	DODDRIDGE
WV	LEMLEY WATER IMPOUNDMENT	JEFFEREY D HILL, CRAIG A HILL, AND PHILLIP N HILL	ANTERO RESOURCES CORPORATION	SUA AND COMPENSATION	02/10/2013	11/11.2-13/11.3- 13/35-13	05/12/2013	318/444 188516	NO CONSENT REQUIRED	DODDRIDGE
WV	LEMLEY WATER IMPOUNDMENT	BRIAN D LEMLEY/RICK A LEMASTER & CHRISTY M LEMASTER	ANTERO RESOURCES CORPORATION	SUA AND COMPENSATION	12/11/2013	11/11.2-13/11.3- 13/35-13	23/01/2014	320/99 191544	NO CONSENT REQUIRED	DODDRIDGE
WV	M.I.C TO NALLEY	FOSTER, YVONNE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	15/02/2014	3-5-3			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	19/11/2013	1-10-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	19/11/2013	1-10-20			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ALBERT LAYTON	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	06/12/2013	1-10-18.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ALBERT LAYTON	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	06/12/2013	1-10-18.1			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL TO DOTSON HOLLAND	DOTSON, ALLEN ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	29/07/2013	1-9-23			NO CONSENT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	BURTON, VIVIAN E.	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	22/07/2013	6-15-12	10/04/2012	298/687 #161754	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FRONC, JACEK	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	10/10/2013	6-15-2.1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MOORE	LORKOVICH,	ANTERO	PERMANENT	7/10/2013	3-5-2			NO CONSENT	DODDRIDGE

WV	CANTON TO MELODY	LEONA ET AL COSTILOW, CHARLRES	ANTERO RESOURCES CORPORATION	EASEMENT PERMANENT AGREEMENT	29/06/2013	3-5-6			REQUIRED	DODDRIDGE
WV	CANTON TO MELODY	JORDAN FAMILY PARTNERSHIP	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	30/07/2013	3-5-7 3-5-8 3-5-15			NO CONSENT REQUIRED	DODDRIDGE
WV	MORRIS	HILL, JAMES ET UX	ANTERO RESOURCES CORPORATION	PERMANENT AGREEMENT	22/11/2011	3-10-15 3-10-9	21/12/2011	295-263 #158687	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	COTRILL, WILLIAM FINLEY, JR.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT TO PURCHASE COMPRESSOR SITE	27/10/2013	1-6-1	N/A	N/A	CONSENT REQUIRED CONSENT SIGNED 11/15/2013	DODDRIDGE
WV	NORTH CANTON CONNECTOR	YEATER, REXALL WAYNE	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	24/08/2013	5-12-35	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, STANLEY R, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	16/10/2013	1-15-2	09/01/2014	319/570 #190612	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, JOSEPH E., ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	17/10/2013	1-15-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

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WV	PRIMM WEST	BRITTON, ROBERT L., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	02/10/2013	1-11-11	02/10/2014	336/62 #212298	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, LOREN AND RUTH	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	17/12/2013	1-15-17	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, OLIN ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	31/07/2013	1-12-3 1-12-17 1-12-30	19/09/2013	313/225 #183423	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	03/10/2013	1-15-6 1-15-6.4	09/01/2014	319/586 #190616	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/10/2013	1-15-6.4	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	10/10/2013	1-15-6.4	02/10/2014	336/49 #212296	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	03/09/2013	1-15-6.4 1-12-36 1-12-37	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	RICHARDS WATER LINE	PENNINGTON, DEAN & MAUREEN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	28/06/2013	6-11-3			NO CONSENT REQUIRED	DODDRIDGE
WV	SPIKER WATER IMPOUNDMENT	SUE ANN SPIKER AND JOHN SPIKER	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AGREEMENT	15/10/2013	1-3				DODDRIDGE
WV	SPIKER WATER IMPOUNDMENT	GEORGE W ADRIAN, NELSON W ELLMORE & DONNA J ELLMORE, LARRY A BASSETT & CYNTHIA E BASSETT, PAUL S CROWLEY & RHEMA M CROWLEY, AND RONNIE YOPP	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AGREEMENT	10/03/2014	1.1.3				DODDRIDGE
WV	TOMS FORK	ADRIAN, GEORGE W., ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	28/10/2013	6-3-6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	TOMS FORK	RANDOLPH, SALLY ANN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	28/06/2013	6-7-8	19/09/2013	312/299 #182714	NOT REQUIRED	DODDRIDGE
WV	TOM'S FORK	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	27/09/2013	6-8-35	07/08/2014	332/347 #206964	CONSENT REQUIRED	DODDRIDGE
WV	VOGT	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES CORPORATION	PIPELINE RIGHT OF WAY AGREEMENT	26/03/2014	1-6-37.1			PRIOR WRITTEN CONSENT NEEDED	DODDRIDGE
WV	WEBB	MORRIS, I.L.	ANTERO	SURFACE	26/06/2013	1-11-8	N/A	N/A	NOT	DODDRIDGE

		(IKE)	RESOURCES	FACILITY					REQUIRED	
WV	WEST UNION	CURRENCE TRUST	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	24/07/2012	1-6-38	08/02/2013	305/184 #171742	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CURRENCE TRUST	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	24/07/2012	1-6-38	08/02/2013	305/177 #171741	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	WRIGHT, CRAIG ALLEN II	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	26/07/2012	1-10-38	08/02/2013	305/89 #171722	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	WEBB, MICHAEL G. AND ROSALIND	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	21/09/2013	1-7-85			NO CONSENT REQUIRED	DODDRIDGE
WV	WEST UNION	WEBB, MICHAEL G. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	23/07/2012	1-7-85	08/02/2013	305/96 #171723	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	WEBB, MICHAEL G. ET UX	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	09/10/2012	1-7-85	08/02/2013	305/102 #171724	NOT REQUIRED	DODDRIDGE

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WV	WEST UNION	FOUR LEAF LAND COMPANY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	02/08/2012	1-10-2	11/01/2013	304/537 #170542	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	FOUR LEAF LAND COMPANY	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	30/08/2012	1-10-2	11/01/2013	304/544 #170543	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	FOUR LEAF LAND COMPANY	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	19/11/2012	1-10-2	11/01/2013	304/549 #170544	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	FOUR LEAF LAND COMPANY	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	19/11/2012	1-10-2	11/01/2013	304/553 #170545	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	JAMES, WILLIAM P.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	27/07/2012	1-6-6	11/09/2013	312/431 #182968	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	KEY OIL COMPANY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	23/07/2012	8-19-7	21/09/2013	303/66 #166807	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	TURNER, GERALD ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	17/07/2012	8-19-8	22/02/2013	305/327 #172478	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	TURNER, GERALD ET UX	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	10/11/2012	8-19-8	04/09/2013	312/200 #182514	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LIVINGSTONE S. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	13/07/2012	8-14-14	11/01/2013	304/564 #170548	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LIVINGSTONE S. ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	27/10/2012	8-14-14	11/01/2013	304/571 #170549	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	LEWIS, ROBERT K.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	07/10/2012	1-10-18	08/02/2013	305/82 #171721	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CLARK, TERESA L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	06/09/2012	1-10-19	08/02/2013	305/104 #171725	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CLARK, TERESA L.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY	28/05/2013	1-10-19	04/09/2013	312/204 #182515	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	LEWIS, ALBERT L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	07/10/2012	1-10-18.1	08/02/2013	305/153 #171735	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	24/09/2012	1-10-20; 1-10-25	08/02/2013	305/131 #171731	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	30/10/2012	1-10-20; 1-10-25	08/02/2013	305/129 #171730	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	30/10/2012	1-10-20; 1-10-25	08/02/2013	305/136 #171732	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/07/2013	1-10-20; 1-10-25	08/02/2013	305/123 #171729	NOT REQUIRED	DODDRIDGE
WV	WEST	CHIPPS, PERRY	ANTERO	PERMANENT	19/08/2012	1-10-27	26/08/2013	311/494	NOT	DODDRIDGE

	UNION	ET AL	RESOURCES CORPORATION	EASEMENT AGREEMENT		1-10-28		#182040	REQUIRED	
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	15/10/2012	1-10-27 1-10-28	26/08/2013	311-509 182042	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	15/10/2012	1-10-27 1-10-28	26/08/2013	311/504 #182041	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	10-15/012	1-10-27 1-10-28	26/08/2013	311-509 182042	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	SPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/06/2012	1-6-16, 20, 19, 4	11/01/2013	304/573 #170550	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	SPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	04/10/2012	1-6-16, 20, 19, 4	11/01/2013	304/579 #170551	NOT REQUIRED	DODDRIDGE

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WV	WEST UNION	SPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	14/10/2012	1-6-16, 20, 19, 4	11/01/2013	304/579 #170551	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	SPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	14/10/2012	1-6-16, 20, 19, 4	11/01/2013	304/579 #170551	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	KNUDSEN, ELAINE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/06/2012	1-6-31.1	08/02/2013	305/160 #171736	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	KNUDSEN, ELAINE	ANTERO RESOURCES CORPORATION	SURFACE FACILITY	13/10/2012	1-6-31.1	08/02/2013	305/166 #171737	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	GAGNON, GEORGE L. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	18/11/2012	1-6-31.2	2/8/2013, 2/8/2013	305/139 #171733, 305/146 #171734	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	COTTRILL, BRENT S. ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY	28/08/2012	1-7-20 1-5-43	08/02/2013	305/118 #171727	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	COTTRILL, BRENT S. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	28/10/2012	1-7-20 1-5-43	11/09/2013	312/419 #182965	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	COTTRILL, BRENT S. ET UX	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	28/10/2012	1-7-20 1-5-43	11/09/2013	312/419 #182965	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LIVINGSTONE S.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	02/08/2012	8-14-14;1-10-31	11/01/2013	304/522 #170538	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LIVINGSTONE S.	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	27/10/2012	8-14-14;1-10-31	11/01/2013	304/529 #170539	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LEWIS PAUL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	13/07/2012	8-19-6; 8-19-1	11/01/2013	304/530 #170540	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LEWIS PAUL ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	27/10/2012	8-9-1,6	11/01/2013	304/536 #170541	NOT REQUIRED	DODDRIDGE
WV	WOLF PEN TO HARDWOOD	ROSS, GEORGE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	25/08/2014	6-8-7			NO CONSENT REQUIRED	DODDRIDGE
WV	ZINNIA	MCCLAIN, ROGER A.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	19/07/2013	6-8-40	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV		TROY D. CUNNINGHAM AND ANNABELLE RIFLE	ANTERO RESOURCES CORPORATION	TANK PAD AGREEMENT	05/07/2013	1-6-41	23/07/2013	310/527	YES	DODDRIDGE
WV		MT. SALEM REVIVAL GROUNDS, INC	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WATERLINE AGMT	21/02/2014	3-13-15.1	NA	NA	YES	DODDRIDGE
WV		DWIGHT AND TINA MOORE	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WATERLINE AGMT	21/02/2014	3-13-17,21,22	NA	NA	YES	DODDRIDGE
WV	BONNELL	LOWTHER,	ANTERO	PERMANENT	23/06/2013	6-8-4			NO CONSENT	DODDRIDGE

WV	TO WOLF CANTON NORTH; CANTON SOUTH; CANTON WATER	KENNETH ET COASTAL FOREST RESOURCES COMPANY	RESOURCES CORPORATION	EASEMENT AGREEMENT	27/09/2013	3-2-1 3-2-4.2 5-12-39 5-17-14 5-17-12.1 5-17-11 5-17-3	07/08/2014	332/347 #206964	REQUIRED CONSENT REQUIRED	DODDRIDGE AND TYLER
OH	LASKO SFWI	TIMOTHY LASKO	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT	23/09/2013	31-00244 31-00246	10/12/2013	510/2253-2254	YES	GEURNSEY
OH	LASKO	TIMOTHY GEORGE LASKO	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AGREEMENT	23/09/2013					GUERNSEY

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WV	SALEM TO VARNER WEST	CAROLYN PLAUGHER	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	20/11/2013	4-6	NA	NA	YES	HARRISON
WV	SALEM TO VARNER WEST	WILLIS MATHEY	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	26/07/2013	27-08-166	NA	NA	YES	HARRISON
WV	SALEM TO VARNER WEST	ERIC L COCHRAN	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	17/07/2013	302321-78 302321-10	NA	NA	YES	HARRISON
WV	SALEM TO VARNER WEST	FRANK AND MARTHA BRUNETTI	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	11/09/2013	302-61 302-66 302-65	NA	NA	YES	HARRISON
WV	SALEM TO VARNER WEST	BLACK ROCK ENTERPRISES	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	18/10/2013	302-78 302-51	NA	NA	YES	HARRISON
WV	SALEM TO VARNER WEST	DANIEL AND RACHEL TUCKER	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	24/09/2013	321-19	NA	NA	YES	HARRISON
WV	SALEM TO VARNER WEST	ANTHONY FEATHERS	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	26/09/2013	321-30	NA	NA	YES	HARRISON
WV	SALEM TO VARNER WEST	MARK AND SABRINA BENEDUM	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	25/08/2013	321302-10.1 321302-18	NA	NA	YES	HARRISON
WV	SALEM TO VARNER WEST	LYLE AND BETTY BENEDUM	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WL AG	18/10/2013	322-6 322-2	NA	NA	YES	HARRISON
WV		GAL LAND COMPANY	ANTERO RESOURCES CORPORATION	AMENDMENT OF TEMP WATER WD LEASE AGMT	25/04/2014	12-424-17.1	NA	NA	YES	HARRISON
WV		ROGER AND SANDY WEESE	ANTERO RESOURCES CORPORATION	WATER WD AND TEMP WATERLINE AGREEMENT OPTION	20/01/2014	1-4-4/5	05/12/2013	318-452	YES	HARRISON
WV		BLACKROCK ENTERPRISES, LLC	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	10/08/2013	18-302-51	N/A	N/A	YES	HARRISON
WV		ERIC L COCHRAN	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	17/07/2013	18-302-78; 18-321-10	N/A	N/A	YES	HARRISON
WV		LYLE AND BETTY R BENEDUM	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	10/08/2013	18-302-78; 18-322-6, 2	N/A	N/A	YES	HARRISON
WV		MARK AND SABRINA BENEDUM	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	25/08/2013	18-321-10.1,18 18-302-22	N/A	N/A	YES	HARRISON
WV		PATRICK J SHAVER	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	03/07/2013	18-321-31.2	N/A	N/A	YES	HARRISON
WV		FREDDIE DAUGHERTY	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMP WATERLINE AGMT	16/12/2013	20-383-22	NA	NA		HARRISON
WV		CAROL HURST, PEGGY HURST, CLARA HURST	ANTERO RESOURCES CORPORATION	TANK PAD, STORAGE YARD, OFFLOADING AND WARE YARD AGMT	07/03/2014	20-403-4	15/04/2024	1531-826	YES	HARRISON
WV		WILLIAM MCDONALD	ANTERO RESOURCES CORPORATION	WATER WD AGREEMENT	12/03/2014	20-424-002	21/05/2014	1533-1207	YES	HARRISON
WV		BRENDA AND THOMAS TUCKWILLER	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY PUMPING AREA AGMT	17/09/2014	20-424-16	NA	NA	YES	HARRISON
WV		JAMES RAINES, CLARENCE	ANTERO RESOURCES CORPORATION	EXT AND RATIFICATION	19/02/2014	7-267-24.2	13/03/2014	1528-145	YES	HARRISON

		MUTSCHELKNAUS, CORPORATION PATRICK DEEM	OF WATER USE AGMT							
WV		IL MORRIS, MIKE ROSS INC	ANTERO RESOURCES CORPORATION	WATER TREATMENT FACILITY AGMT	29/07/2014	7-285-16	03/10/2014	1539-758	YES	HARRISON
OH	BARNESVILLE LINE	GINGERICH, DANIEL ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	21/10/2013	12-008008.000	19/03/2014	269/425 #201400074328	CONSENT TO ASSIGN NOT REQUIRED	MONROE

66

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
OH	BARNESVILLE LINE	GIRARD, EMIL ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	07/11/2013	21-007007.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	YODER, ANTHONY	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	16/10/2013	120020000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	PIATT, THOMAS ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	30/09/2013	12-009006.0000 12-006007.0000 12-014012.0000 12-009005.0000 12-014013.0000	19/03/2014	269/379-388 #201400074322	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	HOTHEM FAMILY PROPERTIES, LTD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	02/12/2013	12-008006.0000 12-007002.0000	19/03/2014	269/389 #201400074323	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	POWELL, DONALD ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	20/09/2013	12-008014			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	MELLOT, HENRY ET AL	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	24/10/2013	12-008002			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	PFALZGRAF, GEORGE	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	06/12/2013	20-0130110.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	WAHL, JAMES M.	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	28/10/2013	20-014001.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	STEPHEN, DREW ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	25/10/2013	12-001007.000	19/03/2014	269/451 #201400074331	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	MONTER, ROLLIN J.	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	16/09/2013	21-005004.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	RUBEL, DAVID ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	15/10/2013	21-006009.0000 21-006009	24/03/2014	269/839 #201400074424	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	MCPEEK, JAYNE ET AL	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	06/11/2013	21-006001.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	MILLER, ALLEN ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	26/10/2013	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	YOMMER, WILLARD ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	26/10/2013	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	SMITH, ROBERT	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	12/11/2013	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	FARNSWORTH, CLAYTON ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	16/11/2013	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	SNYDER, TIMOTHY ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	08/11/2013	210110000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE

67

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
OH	BARNESVILLE LINE	BRINSON, ROY ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	30/11/2013	210120000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	PATCHIN, TROY	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	18/09/2013	120010051000 120010050000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	CHRISTMAN, JOHN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	31/10/2013	120010060000 120010090000	19/03/2014	269/416 #201400074327	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	BYLER, ELMER	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	26/10/2013	12-0010100.000 12-0060030.000 12-0060160.000	13/02/2014	265/661 #201400073544	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	STEPHEN, DREW ET AL	ANTERO RESOURCES	PERMANENT EASEMENT	01/11/2013	12-001015.0000	19/03/2014	269/443 #201400074330	CONSENT TO ASSIGN NOT	MONROE

OH BARNESVILLE LINE	BURKHART, WILMA	CORPORATION	ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	10/10/2013	12-0050130.000			REQUIRED	MONROE
OH BARNESVILLE LINE	CAMPBELL, MALVERN ET UX	CORPORATION	ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	09/10/2013	12-0060070.000			REQUIRED	MONROE
OH BARNESVILLE LINE	YODER, ADEN		ANTERO RESOURCES CORPORATION	AGREEMENT PERMANENT EASEMENT AGREEMENT	11/12/2014	120060100000	3/19/2014	269/397	REQUIRED	MONROE
						120060200000	3/19/2014	#20140074324	REQUIRED	
OH BARNESVILLE LINE	HILL, MARK, TRUSTEE, ET UX		ANTERO RESOURCES CORPORATION	AGREEMENT PERMANENT EASEMENT AGREEMENT	08/10/2013	12-006014.0000	19/03/2014	269/407-415	REQUIRED	MONROE
								#201400074326	REQUIRED	
OH BARNESVILLE LINE	VARGO, EDWARD ET UX		ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	23/09/2013	120060190000			REQUIRED	MONROE
						120010020000			REQUIRED	
OH BARNESVILLE LINE	WILLIAMS, LEONARD ET UX		ANTERO RESOURCES CORPORATION	AGREEMENT PERMANENT EASEMENT AGREEMENT	20/11/2013	120080040000	3/18/2014	465/154	REQUIRED	MONROE
						37-0000288.000	3/24/2014	#201400004477	REQUIRED	
								269/758	REQUIRED	
								#201400074414	REQUIRED	
OH BARNESVILLE LINE	HILL, MARK, TRUSTEE, ET UX		ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	08/10/2013	12-008006.0000			REQUIRED	MONROE
						12-008017.0000			REQUIRED	
OH BARNESVILLE LINE	PFALZGRAF, GEORGE ET UX		ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	06/12/2013	200140100000			REQUIRED	MONROE
						200130110000			REQUIRED	
OH BARNESVILLE LINE	GENTILE, ANTHONY ET UX		ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	14/10/2013	210013004000			REQUIRED	MONROE
						120020030000			REQUIRED	
						120020020000			REQUIRED	
OH BARNESVILLE LINE	BROWNFIELD, RANDALL		ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	16/09/2013	210050010000			REQUIRED	MONROE
						210050011000			REQUIRED	
						210010030000			REQUIRED	
OH BARNESVILLE LINE	HEIDBREDER, ROBERT ET UX		ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	26/09/2013	210050051000			REQUIRED	MONROE
						210050050000			REQUIRED	
OH BARNESVILLE LINE	RUSH, VIRGIL ET UX		ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	18/10/2013	210060110000			REQUIRED	MONROE
						210070110000			REQUIRED	

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING BOOK PAGE			CONSENT TO	
					ON	PARCEL TAX ID	DATE	INSTRUMENT	ASSIGN	COUNTY	
OH BARNESVILLE LINE		WILLS, SHELBA	ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	14/12/2013	210110090000 210110130000				REQUIRED	MONROE
OH BARNESVILLE LINE		YOMMER, WILLARD ET UX	ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	07/10/2013	210130110000 210130030000 210060070000				REQUIRED	MONROE
OH BARNESVILLE LINE		BURKHART, CYRIL, TRUSTEE	ANTERO RESOURCES CORPORATION	AGREEMENT OPTION/EASEMENT AGREEMENT	08/11/2013	20-004003.000				REQUIRED	MONROE
OH ERVIN LINE		CARPENTER, JAMES DALE & CARPENTER, RICHARD ALAN	ANTERO RESOURCES CORPORATION	EXTRA TEMPORARY WORKSPACE	19/11/2013	21-002006.0000 21-008002.0000				REQUIRED	MONROE
OH HOTHAM I		HOTHAM FAMILY PROPERTIES	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGREEMENT FW 1							MONROE
OH URBAN LATERAL		HEFT, URBAN LEWIS JR.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT	06/10/2013	210110000000	03/12/2013	259/240-244	#201300072122	REQUIRED	MONROE
OH		FORREST FRANK	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGMT EXHIBIT A	10/03/2014	Section 15 and 16 120120050000/120130060000	18/04/2014	272/92-93		YES	MONROE
OH		FORREST FRANK	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGMT EXHIBIT B	10/03/2014	Section 15 and 16 120120050000/120130060000	18/04/2014	272/94-95		YES	MONROE
OH		HOTHAM FAMILY PROPERTIES	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGMT FW 1&2	23/05/2014	Section 30 37-00365/37-00364	08/07/2014	278/936-937		YES	MONROE
OH BATESVILLE		WYSCARVER, JAMES CLINTON AND AMY DIANNE	ANTERO RESOURCES CORPORATION	AGREEMENT PERMANENT EASEMENT AGREEMENT	02/08/2013	01-21323	07/03/2014	242/618 # 201400063983		REQUIRED	NOBLE
OH BATESVILLE		JANOSKO, JOHN R., ET UX	ANTERO RESOURCES CORPORATION	AGREEMENT PERMANENT EASEMENT AGREEMENT	05/09/2013	36-0051151.000	NOT RECORDED			REQUIRED	NOBLE
OH BATESVILLE		DOLLISON, CARL ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	07/11/2013	36-0021026.000				REQUIRED	NOBLE
OH BATESVILLE		DOLLISON, CARL ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	10/12/2013	36-0021026.000				REQUIRED	NOBLE
OH BATESVILLE		BARKHEIMER REALTY, LTD	ANTERO RESOURCES CORPORATION	AGREEMENT PERMANENT EASEMENT AGREEMENT	07/08/2013	36-0021028.000	14/02/2014	241/311		REQUIRED	NOBLE

OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	EXHIBIT MODIFICATION	21/11/2013	36-0021029.000	13/02/2014	241/106-109 #201400063621	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	EXHIBIT MODIFICATION	21/11/2013	36-0021036.000	13/02/2014	241/106-109 #201400063621	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	EXHIBIT MODIFICATION	21/11/2013	36-0021036.000 36-0021029.000	13/02/2014	241/102-105 #201400063620	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	20/07/2013	36-0021036.000 36-0021029.000	13/02/2014	241/92-101 #201400063619	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
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OH	BATESVILLE	GREGG, DELMAR H. & JANE E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	16/07/2013	36-0021037.000	12/02/2014	241/75-82 #201400063614	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	JANOSKO, JOHN R. AND CATHLEEN M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	05/09/2013	36-0051151.000	14/02/2014	241/319 #201400063674	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	21/11/2013	36-21029 & 36-21036	13/02/2014	241/102 # 201400063620	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	GREGG, DELMAR H. & JANE E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	16/07/2013	36-21037	12/02/2014	241/75 # 201400063614	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	GRISSOM, JAMES ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	14/08/2013	01-0021349.000	23/09/2013	231/438-445 #201300061291	GRANTEE HAS THE RIGHT TO ASSIGN THE OPTION; GRANTEE MUST OBTAIN WRITTEN CONSENT FROM GRANTOR TO ASSIGN THE EASEMENT BUT CONSENT SHALL NOT BE UNREASONABLY WITHHELD. CONSENT IS NOT A NECESSITY IF GRANTEE IS ASSIGNING THIS EASMENT TO AFFILIATE OR SUBSIDIARY COMPANY OF THE GRANTEE.	NOBLE
OH	ERVIN	ROE, KATHY ET AL	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	28/06/2013	01-0050111.000	03/12/2013	236/364-70 #201300062514	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	SLAGLE, PORTER DAVID ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	07/11/2013	01-0021195.001			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	LONG, OMER ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	30/09/2013	01-0021196.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	PICKENPAUGH, WILLIAM ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	08/11/2013	01-0021217.000	03/12/2013	236/409-413 #201300062521	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	MILLER, HARVEY ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	17/10/2013	01-0021223.002			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	ERVIN, STEVE ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	14/08/2013	01-0021322.001	07/03/2014	242/642 #201400063987	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED		RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
					ON	PARCEL TAX ID				
OH	ERVIN LINE	ERVIN, STEVE ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	13/01/2014	01-0021322.001	07/03/2014	242/648 #201400063988	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	ERVIN, STEVE ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	13/01/2014	01-0021322.001	07/03/2014	242/654 #201400063989	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	DOLLISON, RICHARD ET UX	ANTERO RESOURCES CORPORATION	MODIFICATION OF SURFACE FACILITY AGREEMENT	07/09/2013	01-0021324.000	03/12/2013	236/396-399 #201300062519	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	ERVIN LINE	PICKENPAUGH, QUINTELLA & MORRIS, PATRICIA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	18/11/2013	01-0021344.000	NOT RECORDED		CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	ROMONT FARMS, LLC	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	28/09/2013	02-0022100.000 01-0021195.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL	JEFFREY S HILL, TRUSTEE OF THE WILFORD S HILL KEYSTONE INHERITANCE TRUST DATED MARCH 9 2010	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	28/04/2014					NOBLE
OH	PRICE LATERAL	PRICE, JOSEPH A. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	13/11/2013	31-0021383.003	01/04/2014	244/665 201400064366	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	POSTLEWAIT, RODNEY ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	29/10/2013	01-0021367.000 01-0021368.004	N/A	N/A	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	BOMBORIS, RICHARD M. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	14/11/2013	01-0021374.004	01/04/2014	244/652 201400064364	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	BARKHEIMER REALTY, LTD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT WATER LINE	07/03/2014	01-0021384.003 01-0021385.000 01-0050052.000 36-0021032.000 36-0021033.000 36-0021034.000	01/04/2014	244/691 201400064369	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	BARKHEIMER REALTY, LTD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	07/03/2014	36-0021032.000 36-0021033.000 36-0021034.000 01-0021385.000 01-0021384.003	01/04/2014	244/691 201400064369	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	TRASKA	FRANK TRAKSA AND CHARISE A TRASKA	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION	06/08/2013					NOBLE
OH	TRASKA SFWI	FRANK AND CHARISSE	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT	06/08/2013	01-21433	27/09/2013	231/963-964	YES	NOBLE
OH	UTICA	MILEY, WAYNE SR. ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	03/10/2013	01-0021264.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT	27/07/2013	31-0021104.000	19/09/2013	231/293-297 201300061257	NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS	28/07/2013	31-0021349.000	19/09/2013	231/255-262 201300061250	NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS	28/07/2013	31-0021366.000		222/ 447-456; #201300059103	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	WARNER	WARNER, AYDREY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2013	23-21150			NO CONSENT REQUIRED	NOBLE
OH	WARNER LATERAL	ANTERO RESOURCES CORPORATION	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	07/05/2014	23-0021150			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WARNER LATERAL	WARNER, AUDREY BETTY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2013	23-0021150.000	07/03/2014	242/706 201400063996	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	IAN ROLFE FRAKES	ANTERO RESOURCES CORPORATION	TEMP ABOVE GROUND WATERLINE AGMT	05/12/2013	31-21237	24/02/2014	437-715	YES	NOBLE
OH		THE HILL PRINCIPLE PROTECTION TRUST	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGMT	18/03/2014	Section 18 32.21323	14/07/2014	250/404-405	YES	NOBLE
OH		JEFFREY HILL, TRUSTEE OF THE WILFORD HILL KEYSTONE INHERITANCE TRUST	ANTERO RESOURCES CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGMT	28/04/2014	Section 18 37-11330	14/07/2014	250/406-407	YES	NOBLE
WV	OHIO TO ANNIE	MEES, SARAH	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	30/09/2013	7-6-70	PENDING	PENDING	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	SAMS, HARRY N., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	26/09/2013	7-6-71			NO CONSENT REQUIRED	PLEASANTS

AGREEMENT

WV	OHIO TO ANNIE	TICE, JOHN R.	ANTERO RESOURCES CORPORATION	EXTENSION OF WAREYARD AGREEMENT	04/10/2013	7-15-7	N/A	N/A		PLEASANTS
WV	OHIO TO ANNIE	BARTLETT, LINDSEY	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY ROAD ACCESS AGREEMENT	23/10/2013	4-8-8	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	SMITH, JOHN A. AND EDITH U.	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY WORKSPACE	03/12/2013	7-11-16	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	BARTLETT, LINDSEY, ET AL	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY WAREYARD AGREEMENT	23/10/2013	4-8-18	N/A	N/A		PLEASANTS
WV	OHIO TO ANNIE	BARTRUG, MARK ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY AGREEMENT	07/09/2013	7-16-23	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	POWELL, JAMES, ET AL	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY ROAD ACCESS AGREEMENT	26/10/2013	7-11-47 7-12-21	N/A	N/A		PLEASANTS
WV	OHIO TO ANNIE	POWELL, JAMES, ET AL	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY WAREYARD AGREEMENT	26/10/2013	7-11-47; 7-11-46	N/A	N/A		PLEASANTS
WV	OHIO TO ANNIE	BARTRUG, MARK W. ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD	20/11/2013	7-16-11.1 7-16-12 7-16-12.1 7-16-23	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	BARTRUG, MARK ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	07/09/2013	7-16-12 7-16-23	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	BUTLER, ROBERT W. ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD	19/11/2013	7-6-67 7-6-103	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	OHIO-ANNIE	MEES, SARAH E.	ANTERO RESOURCES CORPORATION	MEMORANDUM OF LEASE OF PIPARIAN RIGHTS AND WATER AND LAND USE	23/08/2013	7-6-70	03/09/2013	292/679 #605268	NOT REQUIRED	PLEASANTS
WV	CHARLENE	DEWBERRY, LINDA TRUSTEE, THE LINDA C. DEWBERRY TRUST	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	21/08/2013	3-19-49	30/01/2014	324/393 #201400000496	NOT REQUIRED	RITCHIE
WV	CHARLENE	HEFLIN, B. MORGAN, TRUSTEE THE B. MORGAN HEFLIN TRUST	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	25/02/2013	3-19-9	30/01/2014	324/401 #201400000497	NOT REQUIRED	RITCHIE
WV	CHARLENE	HURST, JEFFERY AND BRENDA	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	18/11/2013	3-14-11			NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	DAVIS, LEWIS PHILLIP, ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	22/10/2013	3-14-3 3-14-4 3-14-6 3-14-12	30/01/2014	324/532 #201400000522	NOT REQUIRED	RITCHIE
WV	CHARLENE	JACKSON, H. KENNETH, JR., ET UX	ANTERO RESOURCES CORPORATION	EXTENSION OF OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	22/10/2013	3-19-9.1	N/A	N/A	NOT REQUIRED	RITCHIE
WV	EDWIN LATERAL WATER	MACKAY, EDWIN ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	06/12/2013	3-37-3			NO CONSENT REQUIRED	RITCHIE
WV	EDWIN LATERAL WATER	WILLIAMS, EDWIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	03/09/2013	3-37-5			NO CONSENT REQUIRED	RITCHIE
WV	MIDDLE ISLAND CR	MAHONEY, JAMES D.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT 12/19/2012. MODIFICATION 3/8/2014.	08/03/2014	3-9-1	25/03/2014	327/74 #201400001554	NOT REQUIRED	RITCHIE
WV	MIDDLE ISLAND CR	JONES, LEWIS G.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2012	3-4-35.1	25/03/2014	327/104 #201400001558	NOT REQUIRED	RITCHIE

WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT	03/08/2013	3-14-5	PENDING	PENDING	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	03/08/2013	3-14-5	04/09/2014	330/903 #20144972		RITCHIE
WV	MOUNTIAN CS	KIRK, TROY C. & JOZETTA CAROL	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	03/12/2013	3-8-7	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	JETT, JEFFERY L. AND ROSE M.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT		3-36-21.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	LANGFORD, JACK H, ET UX	ANTERO RESOURCES CORPORATION	SURFACE USE AGREEMENT AND ROAD ACCESS AGREEMENT	09/09/2013	3-40-25	30/01/2014	324/323 #201400000487	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	LANGFORD, JACK H., ET UX, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	09/09/2013	3-40-25	30/01/2014	324/316 #201400000486	NO CONSENT REQUIRED	RITCHIE
WV	CANTON WATER	HAMILTON, GARY L.	ANTERO RESOURCES CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	08/11/2013	5-20-15	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	CANTON WATER CANTON NORTH	JONES, RONALD R., SR. ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE	17/08/2013	5-17-12 5-17-13	02/01/2014	434/180 #81797	NOT REQUIRED	TYLER
WV	HARTLEY	HARTLEY, DAVID M	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	06/08/2013	6-12-21; 6-12-23; 6-12-27	21/08/2013	424/26 #76610	NOT REQUIRED	TYLER

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV	HARTLEY WATER	HARTLEY, DAVID	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	06/08/2013	6-12-21 6-12-23 6-12-27			NO CONSENT REQUIRED	TYLER
WV	HEASTER WATER IMPOUNDMENT	RAY EDWARD ADKINS AND SUSAN P ADKINS	ANTERO RESOURCES CORPORATION	SUA AND COMPENSATION	16/09/2013	3-3				TYLER
WV	MELODY WATER IMPOUNDMENT	ROBERT J SMITH AND CINDY L SMITH	ANTERO RESOURCES CORPORATION	SUA AND COMPENSATION		9-4				TYLER
WV	MELODY WATER IMPOUNDMENT	LARRY M SAMS AND CAROLYN A SAMS	ANTERO RESOURCES CORPORATION	SUA AND COMPENSATION	10/07/2013	3&4/5/8				TYLER
WV	MIDDLE ISLAND CR	HADLEY, LARRY F. ET UX	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	09/02/2013	1-15-12	N/A	N/A	NOT REQUIRED	TYLER
WV	MIDDLE ISLAND CR	HADLEY, LARRY F. ET UX	ANTERO RESOURCES CORPORATION	OPTION AND PERMANENT EASEMENT AGREEMENT	09/02/2013	1-15-12	N/A	N/A	NOT REQUIRED	TYLER
WV	MIDDLE ISLAND CR	UNDERWOOD RALPH JR., ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	27/04/2013	1-15-25	N/A	N/A	NOT REQUIRED	TYLER
WV	OHIO TO ANNIE	HARPER, MATTHEW B., ET UX	ANTERO RESOURCES CORPORATION	MEMORANDUM OF CONSIDERATION FOR ROAD ACCESS EASEMENT AGREEMENT	15/10/2013	6-15-14	PENDING	PENDING		TYLER
WV	OHIO TO ANNIE	SHEPHERD, DANIEL MARK ET UX	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY AGREEMENT	12/09/2013	6-13-24.3	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT WATER IMPOUNDMENT	LLOYD CARL SECKMAN, JEFFERY ALLEN SECKMAN, RANDALL JOSEPH SECKMAN	ANTERO RESOURCES CORPORATION	SUA AND COMPENSATION	15/07/2013	3-4				TYLER
WV		BETTY WEESE	ANTERO	TEMP ABOVE	22/01/2014	Jan-09			YES	TYLER

Water Lands and Water Leases

Greenbrier District, Doddridge County, West Virginia Lands:

FIRST TRACT: Beginning at a stake, corner to lands of G. A. Hinkle; thence with S. E. Bennett and other lots, N 49 W. 180 1/2 feet to a Maple; N. 59 W. 75 feet to a locust; N. 63 W. 145 1/2 feet to a Sugar; N. 14 3/4 E. 93 feet to a center of public road; S. 72 1/4 E. 105 3/4 feet to point in road; S. 27 1/4 W. 14 feet; S. 61 E. 295 1/2 feet to stake in Harriet E. Bailey lands; thence with same, N. 33 1/2 E. 359 feet to a stone; N. 54 E. 346 3/4 feet to stone in lands of W. A. Hinkle; thence with same N. 27 1/4 E. 186 1/2 feet to stone, corner to second tract defined below; thence with line of same, N. 76 3/4 W. 36.7 poles to a point; S. 30 W. 13.8 poles to Hickory; N. 72 3/4 W. 36.7 poles to stone and Jack Oak pointers; N. 9 1/2 E. 34 poles to stone in original line of M. B. Richards; thence with same N. 81 W. 917 feet to stone in line of W. Carder; thence with same S. 8 W. 839 1/2 feet to Walnut on south side of Creek; S. 16 1/2 W. 1058 feet to Hickory on ridge (Sommerville land); N. 72 E. 69 feet to point; S. 69 1/4 E. 376 feet to stone; N. 56 E. 392 feet to stone in A. A. Mowery lands; thence with same, N. 56 E. 831 3/4 feet to Hickory; S. 86 E. 273 feet to stone in G. A. Hinkle lands; thence with same, N. 42 E. 472 feet to beginning, containing 76.62 acres, by coal survey, but carried on the Land Books in 1929 as 83.10 acres.

SECOND TRACT: Beginning at a stone in original line of Margaret Adams land; thence with same, S. 80 1/4 E. 113 poles to a stone in W. T. Sommerville lands, corner to W. A. Hinkle; thence with same, S. 59 1/4 W. 46.5 poles to a stone corner to first tract; with a line thereof, N. 76 3/4 W. 36.7 poles to a point; S. 30 W. 13.8 poles to a Hickory; N. 72 3/4 W. 36.7 poles to a stone and Jack Oak; N. 9 1/2 E. 34 poles to beginning containing 18.8 acres.

BUT EXCEPTING AND RESERVING THEREFROM THE FOLLOWING:

- (a) a lot or parcel of land conveyed by deed dated June 14, 1976, of record in Deed Book No. 173, at page 538, from Callwell J. Hutson and Barbara Hutson, his wife, to Clifford Corder, Claude Bennett and Eugene Corder, Trustees of the Big Isaac United Methodist Church, or their successors in office;
- (b) a 1 acre, more or less, tract or parcel of land conveyed by deed dated June 10, 1948, of record in said Clerk's Office in Deed Book No. 112, at page 284, from Destie L. Slussar to the Board of Education of the County of Doddridge;
- (c) a tract or parcel of land described as containing 34.91 acres, more or less, conveyed by deed dated April 28, 2009, of record in said Clerk's Office in Deed Book No. 280, at page 578, from Anthony Lake to Karl B. Rowlands and Stacie B. Rowlands; and
- (d) any lots of land referenced in that certain deed dated October 26, 1929, and of record in Deed Book No. 90, at page 372, from W. L. Slussar and Maud E. Slussar to Destie L. Slussar as "heretofore sold and reserved."

and being the residue of the tracts or parcels of land conveyed to Anthony Lake by Donald Huffman by deed dated October 16, 2000, and of record in the Office of the Clerk of the County Commission of Doddridge County, West Virginia, in Deed Book No. 247, at page 166.

The above described tracts of land were surveyed by David L. Jackson, PS No. 708, of Clarksburg, West Virginia, and are shown on the plat of survey attached hereto and made a part of this description dated December 12, 2012, and entitled "Plat of Survey For Antero Resources, Inc. of the Anthony Lake Tract, Situate on Laurel Run and WV County Rt. 25, Greenbrier District, Doddridge County, West Virginia," and is further described by said surveyor as follows:

A tract of land in Greenbrier District, Doddridge County, West Virginia, on the waters of the Laurel Run, more particularly described as follows:

Beginning at a found corner fence post, a corner of Bowers (D.B. 246/279) and in a line of Gregory (W.B. 40/689); thence with Gregory for a part of one line and with Gray (D.B. 245/515) for the remainder of said line

S 83°21'25" E 924.00 feet to a set 5/8-inch rebar with cap, a corner of Gray; thence with Gray

S 83°59'40" E 1838.35 feet to a 5/8-inch rebar with cap set in a line of Greynolds (A.B. 30/405), a corner of Gray and of Arbogast (D.B. 132/103), from which a 32-inch R.O. bears N 61°38'W 1.49 feet; thence with Arbogast for two lines

S 55°30'20" W 756.50 feet to a 5/8-inch rebar with cap set by a found T-post; thence

S 26°26'45" W 186.74 feet to a 5/8-inch rebar found with Jackson cap, a corner of Arbogast and of McGill (D.B. 266/218); thence with McGill for five lines

S 53°14'30" W 347.14 feet to a 5/8-inch rebar with Jackson cap set by a found T-post; thence

S 32°34'30" W 196.53 feet to a 5/8-inch rebar found with Jackson cap; thence

N 58°17'20" W 177.45 feet to a 5/8-inch rebar found with Jackson cap; thence

N 59°44'10" W 131.85 feet to a 5/8-inch rebar found with Jackson cap; thence

S 28°27'20" W at 149.72 feet passing a 5/8-inch rebar found with Jackson cap, in all 164.92 feet to a point in the centerline of West Virginia County Route No. 25, a corner of McGill and of Posey et al (D.B. 234/531, W.B. 36/632); thence with the centerline of said Route 25 for two lines and with Posey et al for three lines

N 73°12'15" W 49.04 feet; thence

N 77°16'55" W 41.03 feet to a point in the centerline of said Route 25; thence leaving the centerline of said Route 25

S 13°14'15" W 14.17 feet to a 5/8-inch rebar found in the southerly right of way line of said Route 25 and also in a line of said Posey et al, a corner of Rowlands (D.B. 280/578); thence with the southerly right of way line of said Route 25

N 77°39'55" W 436.44 feet to a point in the southerly right of way line of said Route 25, and also being in a line of the Big Isaac United Methodist Church (W.B. 4/229), a corner of Rowlands; thence leaving the southerly right of way line of said Route 25 and with the lot owned by the Big Isaac United Methodist Church for two lines

N 03°24'50" W at 31.00 feet passing a set 5/8-inch rebar with cap, and at 38.42 feet passing a set 5/8-inch rebar with cap, in all 58.38 feet to a set 5/8-inch rebar with cap north of said Route 25; thence

S 86°41'25" W at 106.34 feet passing a set 5/8-inch rebar with cap, in all 236.07 feet to a point within the right of way limits of said Route 25, a corner of the lot owned by the Big Isaac United Methodist Church, and also being a corner of the Methodist E. Church (D.B. 9/396); thence with the lot owned by the Methodist E. Church

S 79°04'45" W 80.22 feet to a point within the right of way limits of said Route 25, a corner of the lot owned by the Methodist E. Church, and also a corner of the Big Isaac United Methodist Church (D.B. 173/538); thence with the lot owned by the Big Isaac United Methodist Church for two lines

S 75°19'20" W 100.98 feet to a point within the right of way limits of said Route 25; thence

S 01°55'15" E 26.47 feet to point in the southerly right of way line of said Route 25 and in a line of the lot owned by the Big Isaac United Methodist Church, a corner of said Rowlands tract, from which a found 2-inch pipe bears S01°55'15"E 74.91 feet; thence with Rowlands and with the southerly right of way line of said Route 25

S 64°29'10" W 208.39 feet; thence with a curve concave to the northwest having a radius of 427.52 feet and an arc length of 109.43 feet and a chord of

S 75°10'15" W 109.13 feet to a point in the southerly right of way line of said Route 25, a corner of Rowlands (D.B. 280/578), and a corner of another tract owned by Rowlands (D.B. 264/478 2nd tract); thence leaving the southerly right of way of said Route 25 and with said Rowlands 2nd tract

N 83°55'05" W 236.83 feet to a point in the southerly right of way line of said Route 25, a corner of Rowlands 2nd tract, and a corner of another tract owned by Rowlands (D.B. 264/478 1st tract), from which a found 5/8-inch rebar bears S07°10'55"W 226.00; thence leaving the southerly right of way of said Route 25

N 06°31'05" E at 28.52 feet passing a found 5/8-inch rebar, a corner to Bowers (D.B. 246/279) and continuing with Bowers, in all 623.27 feet to a 5/8-inch rebar with cap set in the root hole of a 28-inch hickory stump, a corner of said Bowers; thence with Bowers

N 06°50'15" E 651.47 feet to the beginning, containing 55.86 acres, more or less.

Water Equipment

1. All existing or imminent buried water pipelines and associated appurtenances.
2. All existing or imminent temporary surface water pipeline and associated appurtenances.
3. All water pipeline and associated appurtenances contained in inventory and designated for future water pipeline projects.
4. All existing or imminent pump stations, transfer pumps, or booster pumps that are designated for the transfer of water up to the Contributor's receiving tanks/pits.
5. All pump stations, transfer pumps, or booster pumps that are contained in inventory and designated for the future transfer of water up to the Contributor's receiving tanks/pits.
6. All existing or imminent operational equipment, tools, telemetry devices, vehicles necessary for operation of the line.
7. All Fresh Water Impoundments ("FWIs"), including the following (status as of October 15, 2014):

Description	State	Status
East Law Super Fresh Water Impoundment	OH	Built
Traska Super Fresh Water Impoundment	OH	Built
Schroder Impoundment	OH	Built
Wayne Impoundment	OH	Built
Carpenter Impoundment	OH	Built
Wilson East Water Impoundment	OH	Built
Wilson West Water Impoundment	OH	Built
Justice Water Impoundment	OH	Built
Rich Water Impoundment	OH	Built
Hill Water Impoundment	OH	Permitted
Lasko Water Impoundment	OH	Permitted

Hothem 1 Water Impoundment	OH	Design Phase
Hothem 3 Water Impoundment	OH	Design Phase
Foreman Water Impoundment	WV	Built
Lake Water Impoundment	WV	Built
Harshbarger South Water Impoundment	WV	Built
Nimorwicz West Water Impoundment	WV	Built
Hinter Heirs North Water Impoundment	WV	Built
Pearl Jean North Water Impoundment	WV	Built
Whitehair Freshwater Impoundment	WV	Built
Bonnell Water Impoundment	WV	Built
Annie Water Impoundment	WV	Built
Pearl Jean South Water	WV	Built

Impoundment		
Harshbarger North Water Impoundment	WV	Built
Bee Lewis Water Impoundment	WV	Built
Hinter Heirs South Water Impoundment	WV	Built
Marsden Water Impoundment	WV	Built
Quinn Water Impoundment	WV	Built
Nimorwicz East Water Impoundment	WV	Built
James Webb Fresh Water Impoundment	WV	Built
Lemley Water Impoundment	WV	Under Construction
Melody Water Impoundment	WV	Under Construction
Spiker Water Impoundment	WV	Under Construction
Heaster Water Impoundment	WV	Permitting Process
Heflin Water Impoundment	WV	Built
Pierpoint Water Impoundment	WV	Built

Water Related Contracts

1. Water Use Agreement effective March 7, 2014 by and between Antero Resources Corporation and Noble Energy, Inc.
2. Water Supply Agreement, dated as of August 14, 2014, by and between Antero Resources Corporation and EQT Production Company

Water Permits

Water Permits with the following agencies:

Agency	Description of Permits/Certifications
Army Corp of Engineers (“ <u>ACOE</u> ”)	Any ACOE permit verification for Section 404 Clean Water Act. Permit verification can include Nationwide Permit Nos. 12, 14, or 39 for any work, including construction and dredging, in the Nation’s navigable waters. Also known as a Pre-Construction Notification (PCN).
US Fish and Wildlife Service (“ <u>USFWS</u> ”)	Any Permit/Consultation regarding RTE (rare, threatened, endangered species; e.g., Indiana Bats, freshwater mussels) for Ohio and West Virginia.
West Virginia Department of Natural Resources, Wildlife Resources Division	Any Permit/Consultation regarding RTE (rare, threatened, endangered species; e.g., Indiana Bats).
West Virginia State Historic Preservation Office (“ <u>SHPO</u> ”)	Any permits related to projects submitted to the ACOE.
West Virginia Department of Environmental Protection (“ <u>WVDEP</u> ”) Division of Water and Waste Management	General Water Pollution Control Permit regarding the discharge of stormwater runoff associated with oil and gas related construction activities or Aboveground Storage Tank Registration and Permits
West Virginia Department of Environmental Protection (WVDEP) Office of Oil and Gas	Any Certificate of Approval (COA) for centralized freshwater impoundment or centralized pit
West Virginia Department of Natural Resources Office of Land and Streams	Any permits for right-of-entry or crossing associated with projects including stream crossings (boring or not), rail crossings, wetlands, mussel streams, etc.
West Virginia Division of Highways	Permitting covering construction in/around road crossings (boring or open-cutting a roadway) and project access roads/entrance locations.
West Virginia County Floodplain Offices	Approvals for projects within each county floodplain and for all projects in or not in floodplain.
West Virginia Division of Air Quality	Any permits or permit determination forms for pumps or equipment that exceeds the PTE (potential to emit) of >6 lbs/hr, 10 tons/yr or 144 lbs/day of any regulated pollutant
Ohio Department of Natural Resources Wildlife Resources Impact Assessment	Permits related to searches of the Ohio Natural Heritage Database and other relevant databases to determine if the project is located within any officially designated wilderness areas or wilderness preserves and to

Ohio State Historic Preservation Office	ascertain if there were any threatened or endangered species within the proposed project ROW or on contiguous properties. Permitting related to reviews identifying Phase I Surveys or archaeological sites within the project ROW.
Ohio Environmental Protection Agency (“OEPA”)	Individual Section 401 Water Quality Certifications (“WQC”) from the state; ACOE 404 Permits.
Ohio County Floodplain Offices	Permitting related to consultation required if project is located within a 100-year floodplain.
Ohio Department of Transportation/Ohio County Engineers	Road Use and Maintenance Agreement (RUMA) related to project access roads/entrance locations and road use.
Ohio Department of Natural Resources Dam Safety	Permits related to the construction of freshwater impoundments that exceed jurisdictional dam limits

Water Conveyed IP

None.

EXHIBIT B-1

EXCLUDED ASSETS

1. Any firm transportation and firm gas sales contracts or any other contracts relating to the upstream business of Contributor or its Affiliates.
2. **Excluded Gathering and Compression Related Contracts:**
 - a. Master Lease Agreement No. 2248 dated as of May 17,2011, by and between Bank Capital Services LLC D/B/A F.N.B. Commercial Leasing, and Antero Resources Appalachian Corporation, and all schedules thereto
 - b. Master Lease Agreement dated as of December 16, 2011, by between U.S. Bank Equipment Finance, a division of U.S. Bank National Association, successor by merger with U.S. Bancorp Equipment Finance, Inc. and Antero Resources Appalachian Corporation, and all schedules thereto
 - c. Master Lease Number 393698 dated as of April 8, 2013, by and between Wells Fargo Equipment Finance, Inc. and Antero Resources Appalachian Corporation, and all supplements thereto
 - d. Master Lease Agreement dated as of May 20, 2014, by and between U.S. Bank Equipment Finance, a division of U.S. Bank National Association, successor by merger with U.S. Bancorp Equipment Finance, Inc. and Antero Resources Corporation, and all schedules thereto

3. **Excluded Low Pressure and High Pressure Gathering Systems and Compression Systems**

Any low pressure and high pressure pipeline gathering systems and compression systems owned by Summit, Crestwood, E2 Energy Services, ETC, M3, EQT, and MarkWest.

4. **Excluded Water Infrastructure**

- i. All above-ground tanks and other temporary storage facilities on or near Contributor’s fracturing locations that are designated for use by Contributor for receiving water from NewCo.
- ii. All existing pad associated pits designated for use as storage for onsite flowback water, or for receiving water from NewCo on fracturing locations.
- iii. All pumps required for the transfer of water from Contributor’s receiving tanks/pits/temporary storage facilities to the onsite working tanks immediately associated with fracturing activities.
- iv. All water pipeline required for the transfer of water from Contributor’s receiving tanks/pits/temporary storage facilities to the onsite working tanks immediately associated with fracturing activities.
- v. All existing or imminent withdrawal agreements for any withdrawal points.

EXHIBIT B-1

5. **Assets Relating to Both the Fresh Water Distribution and Upstream Businesses of Contributor**

<u>Impoundment</u>	<u>State</u>	<u>Grantee</u>	<u>Grantor</u>	<u>Item</u>	<u>Parcel #</u>	<u>Tax Map #</u>	<u>District</u>	<u>County</u>	<u>Date</u>	<u>Acres</u>	<u>Instrument</u>	<u>Execution Date</u>	<u>Recording County</u>	<u>Recorded Date</u>	<u>Recorded Instrument No.</u>
Foreman Water Impoundment	WV	Antero Resources Appalachian	Clevenger, Richard D. & Margeurite A.		21	7	Greenbrier	Doddridge	5/3/2012	82.68	SUA, Memo of SUA	5/3/2012	Doddridge	5/24/2012	301/110
Foreman Water Impoundment		Antero Resources Appalachian									RAA, Memo of RAA	8/10/2012	Doddridge	8/28/2012	275/458

Foreman Water Impoundment		Antero Resources Appalachian	Bruner Land Company		9	7	Greenbrier	Doddridge	7/16/2012	144	SUA, Memo of SUA	7/16/2012	Doddridge	7/25/2012	302/83
Foreman Water Impoundment		Antero Resources Appalachian	Dennis Foreman	SUA and Compensation	10	7	Greenbrier	Doddridge	5/3/2012	88.28	Pipeline Relocation	10/3/2013	Doddridge		
Foreman Water Impoundment		Antero Resources Appalachian		Waterline Easement	10	7	Greenbrier	Doddridge	5-3-12	88.28	Waterline Easement and ROW	4/8/2014	Doddridge	5/30/2014	330-200
Foreman Water Impoundment		Antero Resources Appalachian		SUA	10	7	Greenbrier	Doddridge	5/3/12	88.28	SUA, Memo of SUA	5/3/2012	Doddridge	5/24/2012	301/108
Foreman Water Impoundment		Antero Resources Appalachian	Lawrence J Jones and Jacqueline Jones	SUA and Compensation	12.2	6	Greenbrier	Doddridge	8/16/2012	32.187	SUA, Memo of SUA	8/16/2012	Doddridge	8/28/2012	275/456

Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Timothy R O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/5/2012	218.57	Memo of SUA	4/20/2010	Ritchie	5/4/2012	256/138
Harshbarger South Water Impoundment		Antero Resources Appalachian	Timothy R O'Neil	SUA	10	14	Greenbrier	Doddridge	11/5/12	218.57	Memo of SUA	4/20/2012	Ritchie	5/4/2012	256/136, 256/138
Harshbarger South Water Impoundment		Antero Resources Appalachian	Sharon S O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/2/2012	218.57	Memo of SUA (Original sent to Denver)	2/29/2012	Ritchie	3/14/2012	255/667
Harshbarger South Water Impoundment		Antero Resources Appalachian	Sharon S O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/2/2012	218.57	SUA, Memo of SUA	4/16/2012	Ritchie	5/4/2012	256/95
Harshbarger South Water Impoundment		Antero Resources Appalachian	Sharon S O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/2/2012	218.57	SUA, Memo of SUA	4/16/2012	Ritchie	5/4/2012	256/93
Harshbarger South Water Impoundment		Antero Resources Appalachian	Mary Frances Harmes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	SUA, Memo of SUA	4/17/2012	Ritchie	5/4/2012	256/125
Harshbarger South Water Impoundment		Antero Resources Appalachian	Mary Frances Harmes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	SUA, Memo of SUA	4/17/2012	Ritchie	5/4/2012	256/108

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Harshbarger South Water Impoundment		Antero Resources Appalachian	Mary Frances Harmes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	SUA, Memo of SUA	4/19/2012	Ritchie	5/4/2012	256/118
Harshbarger South Water Impoundment		Antero Resources Appalachian	Mary Frances Harmes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	SUA, Memo of SUA	4/19/2012	Ritchie	5/4/2012	256/113
Harshbarger South Water Impoundment		Antero Resources Appalachian	Romarlo LLC	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	Memo of SUA	1/14/2012	Ritchie	3/14/2012	255/676
Harshbarger South Water Impoundment		Antero Resources Appalachian	Romarlo LLC	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	SUA, Memo of SUA	4/16/2012	Ritchie	5/4/2012	256/91
Harshbarger South Water Impoundment		Antero Resources Appalachian	Romarlo LLC	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	SUA, Memo of SUA	4/16/2012	Ritchie	5/4/2012	256/89
Harshbarger South Water Impoundment		Antero Resources Appalachian	Kathleen R Hooven	Access Road and Impoundment	10	14	Union	Ritchie	11/7/2012	218.57	Memo of SUA (Original sent to Denver)	2/28/2012	Ritchie	3/14/2012	255/673
Harshbarger South Water Impoundment		Antero Resources Appalachian	Kathleen R Hooven	Access Road and Impoundment	10	14	Union	Ritchie	11/7/2012	218.57	Memo of SUA	4/17/2012	Ritchie	5/4/2012	256/134
Harshbarger South Water Impoundment		Antero Resources Appalachian	Karah L Loftin and Kelcie J Loftin	Access Road and Impoundment	10	14	Union	Ritchie	11/3/2012	218.57	SUA, Memo of SUA	4/16/2012	Ritchie	5/4/2012	256/105
Harshbarger South Water Impoundment		Antero Resources Appalachian	Karah L Loftin and Kelcie J Loftin	Access Road and Impoundment	10	14	Union	Ritchie	11/3/2012	218.57	SUA, Memo of SUA	4/16/2012	Ritchie	5/4/2012	256/97
Harshbarger South Water Impoundment		Antero Resources Appalachian	O'Neil Family Trust, Daniel J O'Neil, Sean T O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	SUA, Memo of SUA	4/16/2012	Ritchie	5/4/2012	256/102
Harshbarger South Water Impoundment		Antero Resources Appalachian	O'Neil Family Trust, Daniel J O'Neil, Sean T O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	SUA, Memo of SUA	4/16/2012	Ritchie	5/4/2012	256/99
Nimorwicz West Water Impoundment		Antero Resources Appalachian	Tillman Lee Williams	Surface Use Agreement	1	341	Tennile	Harrison	4/1/2013	55.5	SUA, Memo of SUA	5/9/2012	Harrison	6/4/2012	1492/606
Pearl Jean North Water Impoundment	WV	Antero Resources Appalachian	Dean R Pennington and Martha A Pennington	SUA and Compensation	21/28/1/51	16/17/20/20	Grant	Doddridge	2/8/2013	62.63/42.13/0.65/0.1	SUA, Memo of SUA	2/8/2013	Doddridge	3/18/2013	305-555

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Whitehair Freshwater Impoundment	WV	Antero Resources Appalachian	Elton D Whitehair & Judith Whitehair	Water Impoundment and Compensation	18	12	New Milton	Doddridge	8/14/2012	105.86	SUA, Memo of SUA	12/9/2011	Doddridge	1/30/2012	262/631
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Elton D Whitehair & Judith Whitehair	SUA	18	12	New Milton	Doddridge	8/14/2012	105.86	SUA, Memo of SUA	12/9/2011	Doddridge	1/30/2012	262/636
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Costal Forest Resource Company	SUA	17	12	New Milton	Doddridge	3/6/2012	118.95	SUA, Memo of SUA	1/4/2013	Doddridge	2/25/2013	305-371
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Costal Forest Resource Company	SUA	17	12	New Milton	Doddridge	3/6/2012	118.95	SUA, Memo of SUA	1/4/2013	Doddridge	2/25/2013	305-374
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Costal Forest Resource Company	SUA	17	12	New Milton	Doddridge	3/6/2012	118.95	SUA and Memo of SUA	1/8/2013	Doddridge	2/25/2013	305-369
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Costal Forest Resource Company	SUA	17	12	New Milton	Doddridge	3/6/2012	118.95	SUA, Memo of SUA	5/13/2013	Doddridge	7/23/2013	310-+585
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Costal Forest Resource Company	SUA	17	12	New Milton	Doddridge	3/6/2012	118.95	SUA, Memo of SUA	7/25/2013	Doddridge	9/13/2013	312-671
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Costal Forest Resource Company	SUA	17	12	New Milton	Doddridge	3/6/2012	118.95	SUA, Memo of SUA	12/16/2013	Ritchie	2/24/2014	326/87-88
Whitehair Freshwater Impoundment		Antero Resources Appalachian Corp	Costal Forest Resource Company	SUA	17	12	New Milton	Doddridge	3/6/2012	118.95	SUA, Memo of SUA	2/14/2014	Doddridge	3-18-14	322-73
Annie Water Impoundment	WV	Antero Resources Appalachian Corp	Annie B Haymond	SUA and Compensation	5	14	Clay	Ritchie	5/-/2012	637.095	SUA, Memo of SUA	10/27/2011	Ritchie	11/14/2011	294/942
Annie Water Impoundment	WV	Antero Resources Appalachian Corp	Annie B Haymond	SUA	5	14	Clay	Ritchie	5/-/2012	637.095	SUA, Memo of SUA	10/27/2011	Ritchie	11/14/2011	254/940
Annie Water Impoundment	WV	Antero Resources Appalachian Corp	Annie B Haymond	SUA	5	14	Clay	Ritchie	5/-/2012	637.095	SUA, Memo of SUA	5/17/2012	Ritchie	5/31/2012	256/468
Bee Lewis Water Impoundment	WV	Antero Resources Appalachian Corp	Lewis Paul Bee	SUA and Compensation	6	19	West Union	Doddridge	8/4/2012	70.8	SUA, Memo of SUA	8/4/2012	Doddridge	8/21/2012	302/444

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Bee Lewis Water Impoundment	WV	Antero Resources Appalachian Corp	Key Oil Company	Water Impoundment and Compensation	7	19	West Union	Doddridge	2/19/2013	27	SUA, Memo of SUA	7/24/2012	Doddridge	8/21/2012	302/446
Hinters Heirs South Water Impoundment	WV	Antero Resources Appalachian Corp	David & Vivian Burton and Richard and Loreta Delaney	Water Impoundment and Compensation	12	15	New Milton	Doddridge	12/20/2012	231.49	SUA, Memo of SUA	6/23/2011	Doddridge	8/12/2011	294/48
Marsden Water Impoundment	WV	Antero Resources Appalachian Corp	Richard E Marsden & Wilma J Marsden	SUA and Compensation	16	4	Greenbrier	Doddridge	3/-/2012	386	SUA, Memo of SUA	3/29/2012	Doddridge	4/20/2012	299/397
Quinn Water Impoundment	WV	Antero Resources Appalachian Corp	Leonard Courtney	Access Road Agreement	40/001&003	383/403	Union	Harrison	8/3/2012	121.1	SUA, Memo of SUA	10/27/2011	Harrison	11/21/2011	1480/35
James Webb Fresh Water Impoundment	WV	Antero Resources Appalachian Corp	James E Webb	SUA	3	15	Central	Doddridge	5/8/2013	84.89	SUA, Memo of SUA	6/6/2013	Doddridge	7/23/2013	310-545
Lemley Water Impoundment	WV	Antero Resources Corporation	HFP LLC	SUA and Compensation	5	13	Grant	Doddridge	1/16/2014	65	SUA, Memo of SUA	1/16/2014	Doddridge	2/28/2014	321-337
Lemley Water Impoundment	WV	Antero Resources Appalachian Corp	Mt Salem Revival Grounds	SUA	10 and 10.1	13	Grant	Doddridge	10/15/2013	75.13	SUA, Memo of SUA	7/23/2012	Doddridge	8/21/2012	302/449

Lemley Water Impoundment	WV	Antero Resources Appalachian Corp	Dennis S Powell and Kay L Powell	SUA and Compensation	7.8/25	10	Grant	Doddridge	2/7/2013	41.16/118.25	SUA, Memo of SUA	2/7/2013	Doddridge	3/18/2013	305-567
Lemley Water Impoundment	WV	Antero Resources Appalachian Corp	Jefferey D Hill, Craig A Hill, and Phillip N Hill	SUA	11/11.2/11.3/35	13	Grant	Doddridge	10/2/2013	59.08/50/5.59/2.2	SUA, Memo of SUA	10/4/2013	Doddridge	12/5/2013	318-449
Lemley Water Impoundment	WV	Antero Resources Appalachian Corp	Jefferey D Hill, Craig A Hill, and Phillip N Hill	SUA	11/11.2/11.3/35	13	Grant	Doddridge	10/2/2013	59.08/50/5.59/2.2	SUA, Memo of SUA	10/4/2013	Doddridge	12/5/2013	318-449
Lemley Water Impoundment	WV	Antero Resources Corporation	Brian D Lemley/Rick A Lemaster & Christy M Lemaster	SUA	11/11.2/11.3/35	13	Grant	Doddridge	11/12/2013	59.08/50/5.59/2.2	SUA, Memo of SUA	11/12/2013	Doddridge	1/23/2014	320-102
Melody Water Impoundment	WV	Antero Resources Corporation	Robert J Smith and Cindy L Smith	SUA and Compensation	9	4	Grant	Doddridge	4-4-13	112	SUA, Memo of SUA	4/4/2013	Doddridge	6/3/2013	309-391
Melody Water Impoundment		Antero Resources Appalachian Corp	Robert J Smith and Cindy L Smith	SUA and Compensation	9	4	Grant	Doddridge	4-4-13	112	SUA, and Memo of SUA	4/4/2013	Doddridge	6/3/2013	309-389

5

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Melody Water Impoundment	WV	Antero Resources Corporation	Robert J Smith and Cindy L Smith	SUA and Compensation	9	4	Grant	Doddridge		112	SUA, Memo of SUA	3/4/2014	Doddridge	4/15/2014	328-526
Melody Water Impoundment	WV	Antero Resources Corporation	Larry M Sams and Carolyn A Sams		3&4/5/8	4	Grant	Doddridge	7/10/2013	21.63/25/15	SUA, Memo of SUA	7/16/2013	Doddridge	9/13/2013	312-692
Heaster Water Impoundment	WV	Antero Resources Corporation	Ray Edward Adkins and Susan P Adkins	SUA and Compensation	3	3	Centerville	Tyler	9/16/2013	100	SUA, Memo of SUA	9/16/2013	Tyler	12/23/2014	433-606
Heflin Water Impoundment	WV	Antero Resources Appalachian Corp	Clifford Bash	SUA and Compensation	32	11	Greenbrier	Doddridge	1/6/2012	22	SUA, Memo of SUA	1/6/2013	Doddridge	2/25/2013	305-363
Heflin Water Impoundment		Antero Resources Appalachian Corp	James D Cavezza & Virginia Catherine Cavezza	SUA and Compensation	32	11	Greenbrier	Doddridge	9/27/2012	22	SUA, Memo of SUA, W-9	9/27/2012	Doddridge	10/25/2012	303/604
Heflin Water Impoundment		Antero Resources Appalachian Corp	Jeffrey J Ford	SUA and Compensation	36	11	Greenbrier	Doddridge	10/26/2012	89.74	Memo of SUA, SUA	10/26/2012	Doddridge	11/8/2012	303/723
Heflin Water Impoundment		Antero Resources Appalachian Corp	Bernard Hurst Jr and Carol Hurst	SUA and Compensation	32	11	Greenbrier	Doddridge	10/9/2012	22	SUA, Memo of SUA	10/9/2012	Doddridge	11/8/2012	304-13
Heflin Water Impoundment		Antero Resources Appalachian Corp	Laura Matunda	SUA and Compensation	32	11	Greenbrier	Doddridge	12/14/2012	22	SUA, Memo of SUA	12/14/2012	Doddridge	2/25/2013	305-386
Heflin Water Impoundment		Antero Resources Appalachian Corp	Kristi Nicholson	SUA and Compensation	32	11	Greenbrier	Doddridge	10/17/2012	22	SUA and Memo of SUA, W-9	10/17/2012	Doddridge	11/8/2012	304-23
Heflin Water Impoundment		Antero Resources Appalachian Corp	Clarence Everett Sperry and Josephine H Sperry	SUA and Compensation	32	11	Greenbrier	Doddridge	11/9/2012	22	Memo of SUA, SUA	11/9/2012	Doddridge	12/5/2012	304-197
Heflin Water Impoundment		Antero Resources Appalachian Corp	Janet Sperry	SUA and Compensation	32	11	Greenbrier	Doddridge	11/3/2012	22	SUA, Memo of SUA	11/3/2012	Doddridge	12/5/2012	304-195
Heflin Water Impoundment		Antero Resources Appalachian Corp	Diane Sperry	SUA and Compensation	32	11	Greenbrier	Doddridge	11/5/2012	22	SUA, Memo of SUA	11/5/2012	Doddridge	12/5/2012	304-199
Heflin Water Impoundment		Antero Resources Appalachian Corp	Jean A Nicholson	SUA and Compensation	32	11	Greenbrier	Doddridge	10/10/2012	22	SUA, Memo of SUA	10/10/2012	Harrison	11/8/2012	304-21

6

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Heflin Water	WV	Antero	Gary L	SUA and	32	11	Greenbrier	Doddridge	11/5/2012	22	SUA, Memo of	11/5/2012	Doddridge	12/5/2012	304-209

Impoundment	Resources Appalachian Corp	Nicholson and Shirley Nicholson Katherine Taylor	Compensation							SUA				
Heflin Water Impoundment	Antero Resources Appalachian Corp	Lloyd Carl Seckman, Jeffery Allen Seckman, Randall Joseph Seckman	SUA and Compensation	32	11	Greenbrier	Doddridge	4/30/2013	22	SUA, Memo of SUA	4/30/2013	Doddridge	7/23/2013	310-509
Pierpoint Water Impoundment	Antero Resources Corporation	Lloyd Carl Seckman, Jeffery Allen Seckman, Randall Joseph Seckman	SUA and Compensation	3	4	Centerville	Tyler	7/15/2013	128.5	SUA, Memo of SUA	7/15/2013	Tyler	9/9/2013	425-457
Carpenter	OH Antero Resources Appalachian Corporation	Wallace R & Judy A Carpenter Vol 177PG 430	SUA		21-017003-000	Section 21	Seneca Township, Monroe	7-6-12	137	SUA, Memo of SUA, acknowledgement agreement	7/6/2012	Monroe Co OH	8/20/2012	225/24
Justice	OH Antero Resources Appalachian Corporation	Timoth J Justice OR 94 P 673 46.92 AC 31-21275.000	SUA		31-21275.000	Section 18	Seneca Township, Noble	9-12-12	46.92	SUA, Memo Of SUA	9/12/2012	Noble	11/7/2012	213/197
Rich	OH Antero Resources Appalachian Corporation	Louise Annette Rich et al Vol 129 pg11 127.15 AC P.N. 31-0021366.000	SUA		31-00-21366.00;31-00-21349.00	Section 20;29	Seneca Township, Noble	8-26-12	157.12;104	SUA, Memo of SUA	8/26/2012	Noble	10/5/2012	211/700
Rich	Antero Resources Appalachian Corporation	Jack R & Norma R Miley Trustees SOR Vol 3 Pg 629 71.14 AC P.N. 31-0021369.000	Access Road Agreement		31-21264.000;31-51214.005	Section 21;21	Seneca Township, Noble	8-27-12	40;66	SUA, Memo of SUA, O&G Affidavit, W-9	6/3/2013	Noble, OH	7/22/2013	227/740
Rich	Antero Resources Appalachian Corporation	Louise Annette Rich et al Vol 129 Pg 11 104.00 P.N. 31-0021349.000	Access Road Agreement		31-21349.000;31-21366.000	Section 20;29	Seneca Township, Noble	11-5-12	104;157.12	SUA, Memo of SUA	11/25/2012	Noble	1/28/2013	217/941-943
Lasko	OH Antero Resources Corporation	Timothy George Lasko	SUA		31-00244/31-00-246	Range 2, Section Lot 38 Richland Township	Guernsey	9/23/2013	71.32	SUA, Memo of SUA	4/18/2013	Guernsey, Oh	12/10/2013	510/2253-2254

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Hill	OH	Antero Resources Corporation	Jeffrey S Hill, Trustee of the Wilford S Hill Keystone Inheritance Trust Dated March 9 2010	Water Impoundment and Compensation		37-11330.000/37-21294.000	Section 18, Seneca Township	Noble	4/28/2014	41.37/40	SUA, Memo SUA, O&G Affidavit, W-9	8/22/2013	Noble OH	12/27/2013	238/15-16
Hill	OH	Antero Resources Appalachian Corporation	Jeffrey S Hill, Trustee of the Wilford S Hill Keystone Inheritance Trust Dated March 9 2011	SUA		37-11330.000/37-21294.000	Section 18, Seneca Township	Noble	4/28/2014	41.37/40	SUA (Parcel Id change from original)	4/17/2012	Noble	5-4-12	203/124-126
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Timothy R O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/5/2012	218.57	Memo of WI and Road Access Agreement, WI and Road Access Agreement	11/5/2012	Ritchie	11/26/2012	318/416-417
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Sharon S O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/2/2012	218.57	RAA, Memo of RAA	7/23/2012	Ritchie	8/17/2012	258/136, 258/141, 258/121, 258/123, 258/125, 258/127,258/130, 258/133
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Sharon S O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/2/2012	218.57	WI and Access Road Agmt, Memo of WI and Access Road Agmt	11/2/2012	Ritchie	11/26/2012	318/418
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Mary Frances Harnes &	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	RAA, Memo of RAA	7/23/2012	Ritchie	8/17/2012	258/136, 258/141, 258/121,

			Nancy Louise Antil												258/123, 258/125, 258/127,258/130, 258/133
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Mary Frances Harmes & Nancy Louise Antil	Access Road and Impoundment	10	14	Union	Ritchie	11/6/2012	218.57	WI and Access Road Agmt, Memo of WI and Access Road Agmt	11/28/2012	Ritchie	1/9/2013	318-765/767

8

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Romarlo LLC	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	WI and Access Road Agmt, Memo of WI and Access Road Agmt	11/27/2012	Ritchie	1/9/2013	318-768/769
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Kathleen R Hooven	Access Road and Impoundment	10	14	Union	Ritchie	11/7/2012	218.57	RAA, Memo of RAA	7/23/2012	Ritchie	8/17/2012	258/136, 258/141, 258/121, 258/123, 258/125, 258/127,258/130, 258/133
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Kathleen R Hooven	Access Road and Impoundment	10	14	Union	Ritchie	11/7/2012	218.57	WI and Access Road Agmt, Memo of WI and Access Road Agmt	11/7/2012	Ritchie	12/4/2012	318-482/484
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Karah L Loftin and Kelcie J Loftin	Access Road and Impoundment	10	14	Union	Ritchie	11/3/2012	218.57	RAA, Memo of RAA	7/23/2012	Ritchie	8/17/2012	258/136, 258/141, 258/121, 258/123, 258/125, 258/127,258/130, 258/133
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Karah L Loftin and Kelcie J Loftin	Access Road and Impoundment	10	14	Union	Ritchie	11/3/2012	218.57	WI and Access Road Agmt, Memo of WI and Access Road Agmt	11/2/2012	Ritchie	12/4/2012	318-479/481
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	O'Neil Family Trust, Daniel J O'Neil, Sean T O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	RAA, Memo of RAA	7/23/2012	Ritchie	8/17/2012	258/136, 258/141, 258/121, 258/123, 258/125, 258/127,258/130, 258/133
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	O'Neil Family Trust, Daniel J O'Neil, Sean T O'Neil	Access Road and Impoundment	10	14	Union	Ritchie	11/27/2012	218.57	WI, Memo of WI	11/28/2012	Ritchie	1/9/2013	318-770/772
Harshbarger South Water Impoundment	WV	Antero Resources Appalachian	Jason S Harshbarger and Michelle D Harshbarger	Water Impoundment and Compensation	15	14	Union	Ritchie	12/7/2012	135	Access Road Agreement, Memo of Access Road Agreement	4/22/2014	Ritchie	5/21/2014	329/715-716
Whitehair Freshwater Impoundment	Wv	Antero Resources Appalachian Corp	Coastal Forest Resource Company	SUA	17	12	New Milton	Doddridge	3/6/2012	118.95	Road ROW	1/24/2014	Tyler	3-20-12	393-206

9

Impoundment	State	Grantee	Grantor	Item	Parcel #	Tax Map #	District	County	Date	Acres	Instrument	Execution Date	Recording County	Recorded Date	Recorded Instrument No.
Whitehair Freshwater Impoundment	WV	Antero Resources Appalachian Corp	Coastal Forest Resource Company	Road ROW Agreement	17	12	New Milton	Doddridge	3/6/2012	118.95	Road ROW, Memo of Road ROW	2/14/2014	Doddridge	3/18/2014	322-73
Hinte Heirs South Water Impoundment	WV	Antero Resources Appalachian Corp	David & Vivian Burton and Richard and Loreta Delaney	Access Road Agreement	12	15	New Milton	Doddridge	12/20/2012	231.49	Access Road Agreement, Memo of Access Road Agreement	12/20/2012	Doddridge	2/25/2013	305-381

10

EXHIBIT B-2

RETAINED LIABILITIES

Any liabilities associated with Environmental Protection Agency consent decrees.

EXHIBIT B-2

1

EXHIBIT B-3

RETAINED THIRD PARTY MIDSTREAM AGREEMENTS

Scadalyx Monitoring Agreement between Contributor and eLynx Technologies, LLC, expiring December 31, 2013. Notice has been served for renewal effective January 1, 2014 through December 31, 2014.

EXHIBIT B-3

1

EXHIBIT C

FORM OF GATHERING AGREEMENT

[attached.]

GATHERING AND COMPRESSION AGREEMENT

BY AND BETWEEN

ANTERO RESOURCES CORPORATION

AND

ANTERO MIDSTREAM LLC

DATED AS OF

[], 2014

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	SHIPPER COMMITMENTS	9
Section 2.1	Shipper's Dedication	9
Section 2.2	Conflicting Dedications	9
Section 2.3	Shipper's Reservations	9
Section 2.4	Covenant Running with the Land	10
Section 2.5	Additional Oil and Gas Interests or Gathering Facilities	10
Section 2.6	Priority of Dedicated Production	12
ARTICLE 3	SERVICES; GATHERING SYSTEM EXPANSION AND CONNECTION OF WELLS	12
Section 3.1	Gatherer Service Commitment	12
Section 3.2	Development Plan; Gathering System Plan; Exchange and Review of Information	13
Section 3.3	Expansion of Gathering System; Connection of Well Pads; Delivery Points	14
Section 3.4	Compression	16
Section 3.5	High Pressure Services	17
Section 3.6	Liquids Gathering	18
Section 3.7	Production Removed for Lease Operations	18
Section 3.8	Right of Way and Access	18
Section 3.9	Cooperation	19
ARTICLE 4	TERM	19
Section 4.1	Term	19

ARTICLE 5	FEES AND CONSIDERATION	19
Section 5.1	Fees	19
ARTICLE 6	ALLOCATIONS	22
Section 6.1	Allocation of Lost and Unaccounted For Gas	22
Section 6.2	Allocation of Fuel	22
Section 6.3	Allocation of Condensate Recovered from the Gathering System	22
Section 6.4	Allocation of Liquid Hydrocarbons	23
ARTICLE 7	CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES	23
Section 7.1	Operational Control of Gatherer's Facilities	23
Section 7.2	Maintenance	23
Section 7.3	Firm Capacity Production; Capacity Allocations on the Gathering System	24
Section 7.4	Arrangements After Redelivery	24
Section 7.5	Line Pack	24
ARTICLE 8	PRESSURES AT RECEIPT POINTS AND DELIVERY POINTS	24
Section 8.1	Pressures at Receipt Points	24

Section 8.2	Pressures at Delivery Points	24
Section 8.3	Shipper Facilities	24
ARTICLE 9	NOMINATION AND BALANCING	25
Section 9.1	Gatherer Notifications	25
Section 9.2	Nominations	25
Section 9.3	Balancing	25
ARTICLE 10	QUALITY	25
Section 10.1	Receipt Point Gas Quality Specifications	25
Section 10.2	Non-Conforming Gas	26
Section 10.3	Delivery Point Gas Quality Specifications	26
Section 10.4	Liquid Hydrocarbons Quality Requirements	26
Section 10.5	Greenhouse Gas Emissions	27
ARTICLE 11	MEASUREMENT EQUIPMENT AND PROCEDURES	27
Section 11.1	Equipment	27
Section 11.2	Gas Measurement Standards	27
Section 11.3	Liquid Hydrocarbons Measurement Standards	28
Section 11.4	Gas Measurement	28
Section 11.5	Notice of Measurement Facilities Inspection and Calibration	29
Section 11.6	Measurement Accuracy Verification	30
Section 11.7	Special Tests	30
Section 11.8	Metered Flow Rates in Error	31
Section 11.9	Record Retention	31
Section 11.10	Access	31
ARTICLE 12	NOTICES	32
Section 12.1	Notices	32
ARTICLE 13	PAYMENTS	33
Section 13.1	Invoices	33
Section 13.2	Right to Suspend on Failure to Pay	33
Section 13.3	Audit Rights	33
Section 13.4	Payment Disputes	34
Section 13.5	Interest on Late Payments	34
Section 13.6	Credit Assurance	34
Section 13.7	Excused Performance	35
ARTICLE 14	FORCE MAJEURE	35
Section 14.1	Suspension of Obligations	35
Section 14.2	Definition of Force Majeure	35
Section 14.3	Settlement of Strikes and Lockouts	36
Section 14.4	Payments for Gas Delivered	36
ARTICLE 15	INDEMNIFICATION	36
Section 15.1	Gatherer	36

Section 15.2	Shipper	36
ARTICLE 16	CUSTODY AND TITLE	36
Section 16.1	Custody	36

Section 16.2	Shipper Warranty	37
Section 16.3	Title	37
ARTICLE 17	TAXES; ROYALTIES	37
Section 17.1	Taxes	37
Section 17.2	Royalties	38
ARTICLE 18	MISCELLANEOUS	38
Section 18.1	Rights	38
Section 18.2	Applicable Laws	38
Section 18.3	Governing Law; Jurisdiction	39
Section 18.4	Successors and Assigns	39
Section 18.5	Severability	40
Section 18.6	Confidentiality	40
Section 18.7	Entire Agreement, Amendments and Waiver	41
Section 18.8	Limitation of Liability	42
Section 18.9	Headings	42
Section 18.10	Rights and Remedies	42
Section 18.11	No Partnership	42
Section 18.12	Rules of Construction	42
Section 18.13	No Third Party Beneficiaries	43
Section 18.14	Further Assurances	43
Section 18.15	Counterpart Execution	43
Section 18.16	Memorandum of Agreement	43
Exhibit A	Excluded Wells	
Exhibit B	Delivery Points	
Exhibit C	Gathering System	
Exhibit D	Initial Development Plan	
Exhibit E	Conflicting Dedications	
Exhibit F	Initial Gathering System Plan	
Exhibit G	Form of Connection Notice	
Exhibit H	Deemed Connection Notices	
Exhibit I	Cost of Service Fee	
Exhibit J	Memorandum of Agreement	

GATHERING AND COMPRESSION AGREEMENT

This Gathering and Compression Agreement (this “*Agreement*”), dated as of [], 2014 (the “*Effective Date*”), is by and between ANTERO RESOURCES CORPORATION, a Delaware corporation (“*Shipper*”), and ANTERO MIDSTREAM LLC, a Delaware limited liability company (“*Gatherer*”). Shipper and Gatherer may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

- A. Shipper owns Oil and Gas Interests and intends to produce Gas and/or Liquid Hydrocarbons from Wells in the Initial Dedication Area and may from time to time own Oil and Gas Interests and may produce Gas and Liquid Hydrocarbons from Wells in other areas.
- B. Gatherer has acquired the Gathering System, which gathers Gas and Liquid Hydrocarbons from certain Wells of Shipper, from Shipper. Gatherer anticipates the expansion of the Gathering System to connect additional Wells of Shipper.
- C. Shipper desires to contract with Gatherer to provide the Services on the Gathering System with respect to Dedicated Production, including compressing Dedicated Gas at the System Compression Stations, and Gatherer desires to provide the Services to Shipper, in each case in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Agreement shall have the respective meanings given to such terms set forth below:

Adequate Assurance of Performance. As defined in Section 13.6(a).

Affiliate. Any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. ***Affiliated*** shall have the correlative meaning. The term “control” (including its derivatives and similar terms) shall mean possessing the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Notwithstanding the foregoing, any Person shall be deemed to control any specified Person if such Person owns fifty percent (50%) or more of the voting securities of the specified Person, or if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common control.

Agreement. As defined in the preamble hereof.

Barrel. Forty-two Gallons.

Btu. The amount of heat required to raise the temperature of one pound of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 psia.

Business Day. Any calendar Day that commercial banks in New York City are open for business.

Completion Deadline. As defined in [Section 3.3\(c\)](#).

Compression Fee. As defined in [Section 5.1\(a\)\(iii\)](#).

Condensate. Gas that condenses at the wellhead or in the Gathering System at ambient temperatures and is recovered from the Gathering System or at the wellhead as a hydrocarbon liquid.

Confidential Information. As defined in [Section 18.6\(a\)](#).

Conflicting Dedication. Any gathering agreement or other commitment or arrangement that would require Dedicated Production to be gathered and/or compressed on any gathering system other than the Gathering System.

Connection Notice. As defined in [Section 3.3\(c\)](#).

Contract Year. Each of (i) the period from the Effective Date to the last Day of the Month in which the first anniversary of the Effective Date occurs and (ii) each period of twelve (12) Months thereafter.

Cost of Service Fee. As defined in [Section 5.1\(e\)](#).

CPI. As defined in [Section 5.1\(b\)](#).

CS Facility. As defined in [Section 5.1\(e\)](#).

Cubic Foot. The volume of Gas in one cubic foot of space at a standard pressure and temperature base of 14.73 psia and 60 degrees Fahrenheit, respectively.

Day. A period commencing at 10:00 a.m., Eastern Standard Time, on a calendar day and ending at 10:00 a.m., Eastern Standard Time, on the next succeeding calendar day. **Daily** shall have the correlative meaning.

Dedicated Gas. Gas constituting Dedicated Production.

Dedicated Production. All Production that is attributable to any Dedicated Property (including all Production attributable to third parties that is produced from a Well located on such Dedicated Property) that Shipper has the right to control and deliver for gathering and that is produced on or after the Dedication Effective Date with respect to such Dedicated Property, except for Gas being produced from the wells identified in [Exhibit A](#).

Dedicated Properties. All Oil and Gas Interests now owned or hereafter acquired by Shipper and located wholly or partly within the Dedication Area or pooled, unitized or

communitized with Oil and Gas Interests located wholly or partly within the Dedication Area; provided that Dedicated Properties shall not include any Oil and Gas Interests that are unitized or pooled with the properties of third parties that are not Dedicated Properties if Shipper is not the operator of such unit.

Dedication Area. The Initial Dedication Area and any other area that becomes part of the Dedication Area pursuant to [Section 2.5](#).

Dedication Effective Date. With respect to Dedicated Properties owned by Shipper as of the Effective Date, the Effective Date; and with respect to Dedicated Properties acquired by Shipper after the Effective Date, the date such Oil and Gas Interests become Dedicated Properties pursuant to [Section 2.5](#).

Delivery Point. Each point at which point Gatherer will redeliver Production to Shipper or for its account, which shall be (i) in the case of Gas, the point of interconnection of the Gathering System with the facilities of a Processing Plant or Downstream Pipeline, including those points more particularly described on [Exhibit B](#), (ii) in the case of Liquid Hydrocarbons recovered at the wellhead, the inlet flange of the storage tank at the facilities nominated by Shipper into which such Liquid Hydrocarbons are delivered from the Gathering System or from the truck, including those points more particularly described on [Exhibit B](#), and (iii) in the case of Condensate that is recovered from Gas gathering facilities at a System Compressor Station, the outlet flange of the storage tank at such System Compressor Station into which such Condensate is delivered.

Delivery Point Gas. A quantity of Gas having a Thermal Content equal to the total Thermal Content of the Dedicated Gas received by Gatherer from Shipper at the Receipt Points, less (i) the Thermal Content of Gas used for Fuel, (ii) the Thermal Content of Condensate recovered from the Gathering System, and (iii) the Thermal Content of Lost and Unaccounted for Gas, in each case, as allocated to Shipper in accordance with this Agreement.

Development Plan. As defined in [Section 3.2\(a\)](#).

Downstream Pipeline. Any Gas pipeline or any facilities of any end-user or local distribution company, in each case downstream of the Gathering System, into which Shipper's Gas is delivered from the Gathering System or a Processing Plant.

Effective Date. As defined in the preamble of this Agreement.

Emissions Charges. As defined in [Section 10.5](#).

Fair Market Value. With respect to any asset, the price that would be paid by a willing buyer of such asset to a willing seller, as determined by an independent nationally known investment banking firm selected by Gatherer and reasonably acceptable to Shipper.

FERC. As defined in Section 18.2.

Firm Capacity Production. Production that is accorded the highest priority on the Gathering System with respect to capacity allocations, interruptions, or curtailments, specifically

3

including (i) Dedicated Production and (ii) Production delivered to the Gathering System from any Person for which Gatherer is contractually obligated to provide the highest priority. Firm Capacity Production will be the last Production removed from the relevant part of the Gathering System in the event of an interruption or curtailment and all Firm Capacity Production, including Dedicated Production, will be treated equally in the event an allocation is necessary.

Force Majeure. As defined in Section 14.2.

Fuel. Gas and electric power used in the operation of the Gathering System, including fuel consumed in System Compressor Stations and dehydration facilities that are part of the Gathering System.

Gallon. One U.S. gallon, which is equal to 231 cubic inches.

Gas. Any mixture of gaseous hydrocarbons, consisting essentially of methane and heavier hydrocarbons and inert and noncombustible gases, that is extracted from beneath the surface of the earth.

Gas Quality Specifications. As defined in Section 10.1.

Gatherer. As defined in the preamble of this Agreement.

Gathering Fee. As defined in Section 5.1(a)(i).

Gathering System. The gathering system described in Exhibit C being acquired by Gatherer from Shipper as of the date hereof, together with any additional System Segments constructed after the date hereof, as such gathering system is expanded after the date hereof, including, in each case, to the extent now in existence or constructed or installed in the future, Low Pressure Gas gathering pipelines, Liquid Hydrocarbons gathering pipelines, High Pressure Gas gathering pipelines, System Compressor Stations, Gas dehydration facilities, Receipt Points, Delivery Points (including all interconnection facilities), Measurement Facilities, Condensate handling facilities, pig receiving facilities, slug catchers and other inlet facilities at Processing Plants, rights of way, fee parcels, surface rights, and permits, and all appurtenant facilities.

Gathering System Plan. As defined in Section 3.2(b).

Gross Heating Value. The number of Btus produced by the complete combustion in air, at a constant pressure, of one Cubic Foot of Gas when the products of combustion are cooled to the initial temperature of the Gas and air and all water formed by combustion is condensed to the liquid state.

Governmental Authority. Any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

4

High Pressure. Pipelines gathering or transporting Gas that has been dehydrated and compressed to the pressure of the Downstream Pipelines or Processing Plants at the Delivery Points.

High Pressure Gathering Fee. As defined in Section 5.1(a)(ii).

Ideal Gas Laws. The thermodynamic laws applying to perfect gases.

Imbalance. As defined in Section 9.3.

Index Price. For Gas produced from the Marcellus formation in West Virginia, the "Midpoint Average" price published in Platt's Gas Daily Price Guide for "Columbia Gas/Appalachia". For Gas produced from the Utica formation in Ohio, the "Midpoint Average" price published in Platt's Gas Daily Price Guide for "Texas Eastern M-2 Receipts". For other Gas production, an index price determined by Shipper and reasonably acceptable to Gatherer based on where such Gas production is being sold, or, if no appropriate index is available, a price based on a netback calculation determined by Shipper and reasonably acceptable to Gatherer.

Initial Dedication Area. For Gas, the states of Pennsylvania, West Virginia, and Ohio; for Liquid Hydrocarbons, the states of West Virginia and Ohio.

Initial Development Plan. The Development Plan attached hereto as Exhibit D.

Interruptible Production. Production that is accorded the lowest priority on the Gathering System with respect to capacity allocations, interruptions, or curtailments. Interruptible Production will be the first Production removed from the Gathering System in the event of an interruption or curtailment.

Liquids Gathering Fee. As defined in Section 5.1(a)(iv).

Liquid Hydrocarbons. Oil, Condensate, natural gasoline and all the liquid hydrocarbon production from wells, or a blend of such, in its natural

form, not having been processed, other than for removal of water at the wellhead.

Lost and Unaccounted For Gas. Gas received into the Gathering System that is released or lost through piping, equipment, operations, or measurement losses or inaccuracies or that is vented, flared or lost in connection with the operation of the Gathering System.

Low Pressure. Pipelines gathering Gas at or near wellhead pressure that has yet to be compressed (other than by well pad gas lift compression or dedicated well pad compressors) and dehydrated.

Made Available for Delivery. In connection with deliveries of Dedicated Production under this Agreement, Dedicated Production that is unable to be delivered to the applicable point as a result of Gatherer's failure to perform its obligations under this Agreement.

Maintenance. As defined in Section 7.2.

5

Mcf. One thousand (1,000) Cubic Feet.

Measurement Facilities. Any facility or equipment used to measure the volume of Gas or Liquid Hydrocarbons, which may include meter tubes, LACT units, isolation valves, tank strappings, recording devices, communication equipment, buildings and barriers.

Minimum Compression Volume Commitment. With respect to any Contract Year from the Contract Year in which the first System Compressor Station is placed in service through the earlier of the Contract Year in which occurs the tenth (10th) anniversary of the placement in service of the last System Compressor Station to be placed in service or the expiration or termination of the term of this Agreement, a volume of Dedicated Gas, stated in Mcf, equal to the sum of all such volumes calculated at each System Compressor Station that has been in service for ten (10) years or less, each of which shall be calculated as follows: the product of (i) the total design capacity, stated in Mcf per Day, of the relevant System Compressor Station, multiplied by (ii) subject to the immediately following sentence, the number of Days in such Contract Year, multiplied by (iii) 0.70. For purposes of the foregoing calculation the design capacity of a particular System Compressor Station shall be included (1) only to the extent that such capacity has been installed at the direction of the Shipper in accordance with Section 3.4(a) and does not represent additional capacity installed at such System Compressor Station by Gatherer as permitted by Section 3.4(a), (2) for not more than the 10 year period after it is first placed in service, (3) in the Contract Year in which it is placed in service, only for the number of Days in such Contract Year after it has been placed in service, and (4) if arising prior to the expiration or termination of the term of this Agreement, in the Contract Year in which the 10th anniversary of its placement in service occurs, only for the number of Days through such 10th anniversary.

Minimum High Pressure Volume Commitment. With respect to any Contract Year from the Contract Year in which the first System High Pressure Line is placed in service through the earlier of the Contract Year in which occurs the tenth (10th) anniversary of the placement in service of the last System High Pressure Line to be placed in service or the expiration or termination of the term of this Agreement, a volume of Dedicated Gas, stated in Mcf, equal to the sum of all such volumes calculated at each System High Pressure Line that has been in service for ten (10) years or less, each of which shall be calculated as follows: the product of (i) the total design capacity, stated in Mcf per Day, of the relevant System High Pressure Line, as reasonably calculated by Gatherer based on the capacity of the relevant System Compressor Station and the length and diameter of such System High Pressure Line, multiplied by (ii) subject to the immediately following sentence, the number of Days in such Contract Year, multiplied by (iii) 0.75. For purposes of the foregoing calculation the design capacity of a particular System High Pressure Line shall be included (1) for not more than the 10 year period after it is first placed in service, (2) in the Contract Year in which it is placed in service, only for the number of Days in such Contract Year after it has been placed in service, and (3) if arising prior to the expiration or termination of the term of this Agreement, in the Contract Year in which the 10th anniversary of its placement in service occurs, only for the number of Days through such 10th anniversary.

MMBtu. One million (1,000,000) Btus.

6

MMcf. One million (1,000,000) Cubic Feet.

Monitoring Services Provider. As defined in Section 11.10(a).

Month. A period commencing at 10:00 a.m., Eastern Standard Time, on the first Day of a calendar month and extending until 10:00 a.m., Eastern Standard Time, on the first Day of the next succeeding calendar month. **Monthly** shall have the correlative meaning.

Oil and Gas Interests. Oil and gas leasehold interests and oil and gas mineral fee interests, including working interests, overriding royalty interests, net profits interests, carried interests, and similar rights and interests.

Parties. As defined in the preamble of this Agreement.

Party. As defined in the preamble of this Agreement.

Person. An individual, a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization, or any other entity or organization, including a Governmental Authority.

Planned Well. As defined in Section 3.2(a).

Planned Well Pad. As defined in Section 3.2(a).

Production. Gas and/or Liquid Hydrocarbons.

Processing Plant. Any Gas processing facility downstream of any portion of the Gathering System to which Shipper has dedicated Gas for processing or at which Shipper has arranged for Gas to be processed prior to delivery to a Downstream Pipeline.

psia. Pounds per square inch, absolute.

psig. Pounds per square inch, gauge.

Receipt Point. The inlet valve at the Measurement Facilities located at or nearby or assigned to a Well Pad where one or more Wells are connected to the Gathering System or, in the case of Liquid Hydrocarbons, the outlet of the pump connected to one or more of Shipper's tanks receiving Liquid Hydrocarbons from such Wells.

Remote Monitoring Data. As defined in Section 11.10(a).

Required Compressor Station. As defined in Section 3.4(a).

Required High Pressure Lines. As defined in Section 3.5.

Services. As defined in Section 3.1.

Shipper. As defined in the preamble of this Agreement.

7

Shipper's GHG Emissions. As defined in Section 10.5.

System Compressor Station. As defined in Section 3.4(a).

System Delivery Point. Each point at which Gatherer redelivers Production from the Gathering System to or for the account of shippers, including the Delivery Points.

System High Pressure Line. As defined in Section 3.5.

System Receipt Point. Each point where Production first enters the Gathering System, including the Receipt Points.

System Segment. A physically separate segment of the Gathering System that connects one or more of Shipper's Wells to one or more Delivery Points, including all Low Pressure Gas gathering pipelines, Liquid Hydrocarbons gathering pipelines, High Pressure Gas gathering pipelines, System Compressor Stations, Gas dehydration facilities, Receipt Points, Delivery Points, Measurement Facilities, Condensate handling facilities, rights of way, fee parcels, surface rights, and permits, and all appurtenant facilities.

Target Completion Date. As defined in Section 3.3(c).

Taxes. All gross production, severance, conservation, ad valorem and similar or other taxes measured by or based upon production, together with all taxes on the right or privilege of ownership of Production, or upon the Services, including gathering, transportation, handling, transmission, compression, processing, treating, conditioning, distribution, sale, use, receipt, delivery or redelivery of Production, including, without limitation, gross receipts taxes, and including all of the foregoing now existing or in the future imposed or promulgated.

Thermal Content. For Gas, the product of (i) a volume of Gas in Cubic Feet and (ii) the Gross Heating Value of such Gas, as expressed in MMBtus. For Condensate, the product of the measured volume in Gallons multiplied by the Gross Heating Value per Gallon determined in accordance with the GPA 2145-09 Table of Physical Properties for Hydrocarbons and GPA 8173 Method for Converting Mass of Natural Gas Liquids and Vapors to Equivalent Liquid Volumes, in each case as revised from time to time; provided, however, that if sufficient data has not been obtained to make such calculation, the Thermal Content of Condensate shall be deemed to be 0.115 MMBtu per Gallon.

Third Party Production. Production produced by Persons other than Shipper and not considered Dedicated Production hereunder.

Well. A well for the production of hydrocarbons in which Shipper owns an interest that produces or is intended to produce Dedicated Production or otherwise is connected or is required to be connected to the Gathering System in accordance with this Agreement.

Well Pad. The surface installation on which one or more Wells are located.

8

ARTICLE 2 SHIPPER COMMITMENTS

Section 2.1 Shipper's Dedication. Subject to Section 2.2 through Section 2.4, (a) Shipper exclusively dedicates and commits to deliver to Gatherer, as and when produced, all Dedicated Production for gathering through the Gathering System under this Agreement, including (in the case of Dedicated Gas) High Pressure gathering and compression in the System Compressor Stations, and (b) Shipper agrees not to deliver any Dedicated Production to any other gathering system or compressor station.

Section 2.2 Conflicting Dedications. Shipper shall have the right to comply with each of the Conflicting Dedications set forth in Exhibit E hereto and any other Conflicting Dedication entered into by a non-Affiliated predecessor-in-interest to Shipper that is applicable as of the date of acquisition thereof to any Dedicated Property acquired after the Effective Date (but not any entered into in connection with such acquisition); provided, however, that Shipper shall have the right to comply with Conflicting Dedications only until the first Day of the Month following the termination of such Conflicting Dedication and shall not take any voluntary action (including the exercise of any right to extend) to extend the term of such Conflicting Dedication beyond the minimum term provided for in the document evidencing such Conflicting Dedication. Shipper represents that, except as set forth in Exhibit E, Dedicated Production is not as of the Effective Date subject to any Conflicting Dedication. If Dedicated Production produced from a Well on a Well Pad is subject to a Conflicting Dedication that Shipper has the right to comply with under this Section 2.2, Shipper has the right, in complying with such Conflicting Dedication, to deliver all Dedicated Production from such Well Pad in accordance with the Conflicting Dedication, even if all Wells on such Well Pad are not subject to such Conflicting Dedication.

Section 2.3 Shipper's Reservations. Shipper reserves the following rights with respect to Dedicated Production for itself and for the operator of the relevant Dedicated Properties: (a) to operate Wells producing Dedicated Production as a reasonably prudent operator in its sole discretion, including the right, but never the obligation, to drill new Wells, to repair and rework old Wells, to renew or extend, in whole or in part, any Oil and Gas Interest covering any of the Dedicated Properties, and to cease production from or abandon any Well or surrender any such Oil and Gas Interest, in whole or in part, when no longer deemed by Shipper to be capable of producing Production in paying quantities under normal methods of operation; (b) to use Dedicated Production for operations (including reservoir pressure maintenance and drilling or fractionation fuel); (c) to deliver or furnish to Shipper's lessors and holders of other existing similar burdens on production such Production as is required to satisfy the terms of the applicable leases or other applicable instruments; (d) to acquire Wells connected to existing gathering systems and to continue to deliver to such gathering systems Production produced from such Wells, provided that, to the extent that Production from such Wells constitutes Dedicated Production, Shipper delivers a Connection Notice to Gatherer with respect to any such Well not later than 30 Days after its acquisition and thereafter delivers Production to such gathering system only until Gatherer has connected such Well to the Gathering System in accordance with Section 3.3; (e) to pool, communitize, or unitize Shipper's Oil and Gas Interests with respect to Dedicated Production, provided that the share of Production produced from such pooled, communitized, or unitized Oil and Gas Interests shall be committed and dedicated to this

Agreement; and (f) to gather Liquid Hydrocarbons produced from the Marcellus formation in trucks.

Section 2.4 Covenant Running with the Land. The dedication and commitment made by Shipper under this Article 2 is a covenant running with the land. For the avoidance of doubt and in addition to that which is provided in Section 18.4, in the event Shipper sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dedicated Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state. Notwithstanding the foregoing, Shipper shall be permitted to sell, transfer, convey, assign, grant, or otherwise dispose of Dedicated Properties free of the dedication hereunder (i) in a sale or other disposition in which a number of net acres of Dedicated Properties that, when added to the total of net acres of Dedicated Properties theretofore and, where applicable, simultaneously disposed of free of dedication hereunder pursuant to this Section 2.4, does not exceed the aggregate number of net acres of Dedicated Properties acquired by Gatherer after the Effective Date, including in a transaction in which Dedicated Properties are exchanged for other properties located in the Dedication Area that would be subject to dedication hereunder or (ii) in a sale of Wells located on Dedicated Properties that are pooled or unitized with the properties of third parties that are not Dedicated Properties if Shipper is not the operator of such unit; provided, however, that any such sale, transfer, conveyance, assignment, grant or other disposition of Dedicated Properties shall not include, and there shall be expressly excluded therefrom, any Well that is or has been connected to the Gathering System (whether producing, shut-in, temporarily abandoned or which has been spud or as to which drilling, completion, reworking or other well operations have commenced) or which is located on a Well Pad for which a Connection Notice has previously been delivered by Shipper (unless the completion of such Well has been delayed and Shipper has paid the costs and expenses incurred by Gatherer in connection therewith in accordance with Section 3.3(d)). At the request of Gatherer, the Parties shall execute and record an amendment to the memorandum of this Agreement previously entered into, as provided in Section 18.16, to reflect additions to the Dedicated Properties.

Section 2.5 Additional Oil and Gas Interests or Gathering Facilities.

(a) If Shipper acquires any existing gathering facilities gathering Production from any Oil and Gas Interests, it shall, by notice to Gatherer on or before the 10th Day after such acquisition, which notice shall include a reasonable description of such gathering facilities and such Oil and Gas Interests (including an update to the Development Plan reflecting such Oil and Gas Interests) and the price paid by Shipper for such gathering facilities, including any liabilities assumed by Shipper, offer to sell to Gatherer such gathering facilities, including all Low Pressure Gas gathering pipelines, High Pressure Gas gathering pipelines, Liquid Hydrocarbons gathering pipelines, compressor stations, Gas dehydration facilities, receipt points, delivery points, measurement facilities, Condensate handling facilities, rights of way, fee parcels, surface rights, and permits, and all appurtenant facilities, as well as any third party shipper contracts for Production gathered on such gathering facilities, at the same price at which such gathering facilities were acquired by Shipper, including the assumption of any liabilities with respect thereto assumed by Shipper. Gatherer shall have the right, to be exercised by notice to Shipper on or before the 60th Day after Shipper's notice of its acquisition of such gathering facilities, to acquire such gathering facilities at such price (including the assumption of such

liabilities). If Gatherer does not give such notice to Shipper on or before such 60th Day, Gatherer shall be deemed to have waived its right to acquire such gathering facilities, except in the case of a third party gathering offer as provided below, and (i) Shipper shall have the right to own and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice and/or (ii) Shipper shall have the right to solicit proposals from a third party gatherer to acquire, own, and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice on the basis that Shipper will dedicate to such gatherer all Oil and Gas Interests owned by Shipper the Production from which is being gathered by such gathering facilities as well as the area (including all geological strata and production zones) within two miles of any such Oil and Gas Interest. If Shipper obtains any such third party proposal, it shall, by notice to Gatherer, provide Gatherer with all the terms and conditions thereof, and Gatherer shall have the right to elect, by notice to Shipper on or before the 60th Day after its receipt of Shipper's notice containing the terms and conditions of such proposal, to acquire such gathering facilities and provide such services on the same terms and conditions as those offered by the third party gatherer. If Gatherer does not so elect on or before such 60th Day, Gatherer shall be deemed to have waived its right to acquire such gathering facilities and provide such services, and Shipper shall have the right to contract with such third party gatherer to acquire such facilities and to provide such services on such terms and conditions and to dedicate to such gatherer all Oil and Gas Interests owned by Shipper the Production from which is being gathered by such gathering facilities as well as the area (including all geological strata and production zones) within two miles of any such Oil and Gas Interest. If Gatherer elects to acquire such gathering facilities, the closing of Gatherer's purchase of such gathering facilities from Shipper shall take place as soon as reasonably practicable following Gatherer's exercise of its right to acquire such gathering facilities. From and after the closing of such purchase by Gatherer, all Oil and Gas Interests owned by Shipper the Production from which is being gathered by such gathering facilities shall be Dedicated Properties, the area (including all geological strata and production zones) within two miles of any such Dedicated Property shall become part of the Dedication Area, and such gathering facilities shall be deemed to be part of the Gathering System. In any transaction in which Shipper so acquires gathering facilities, Shipper shall use reasonable efforts to cause the transaction documents for such acquisition to state a separate purchase price (and separately state any assumed liabilities) for such gathering facilities. If notwithstanding such reasonable efforts the transaction documents for such acquisition do not state a separate purchase price, the purchase price to be paid by Gatherer to Shipper for such gathering facilities shall be equal to the Fair Market Value of such gathering facilities, and Gatherer shall assume all liabilities in respect of such gathering facilities to the extent arising from the ownership and operation of such gathering facilities and/or any occurrence from and after the closing of the purchase of such gathering facilities by Gatherer.

(b) If at any time Shipper desires to construct, own, and operate, or to have constructed and operated, gathering facilities to gather

Production from Oil and Gas Interests located outside the then-existing Dedication Area, Shipper shall, by notice to Gatherer specifying (i) the facilities it desires and the receipt points and delivery points it plans to connect, (ii) the Oil and Gas Interests acquired by Shipper the Production from which will be gathered using such facilities, and (iii) a proposed update to the Development Plan reflecting the Wells to be drilled on such Oil and Gas Interests during the period of at least 18 Months after such notice, including production forecasts for all such Wells, offer to Gatherer the opportunity to construct, own, and operate such facilities as part of the Gathering System on the terms set forth in this Agreement.

Gatherer shall have the right, to be exercised by notice to Shipper on or before the 60th Day after Shipper's notice, to elect to construct, own, and operate such facilities. If Gatherer exercises such right, from and after the date of Gatherer's notice of exercise, all Oil and Gas Interests owned by Shipper described in Gatherer's notice shall be Dedicated Properties, the area (including all geological strata and production zones) within two miles of any such Dedicated Property shall become part of the Dedication Area, such gathering facilities as they are constructed shall be deemed to be part of the Gathering System, and the proposed development plan included in Shipper's notice shall become part of the Development Plan. If Gatherer does not give such notice to Shipper on or before such 60th Day, Gatherer shall be deemed to have waived its right to construct, own, and operate the facilities set forth in Shipper's notice as part of the Gathering System on the terms set forth in this Agreement, except in the case of a third party gathering offer as provided below, and (1) Shipper shall have the right to construct, own, and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice or (2) Shipper shall have the right to solicit proposals from a third party gatherer to construct, own, and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice on the basis that Shipper will dedicate to such gatherer all Oil and Gas Interests described in such notice as well as the area (including all geological strata and production zones) within two miles of any such Oil and Gas Interest. If Shipper obtains any such third party proposal, it shall, by notice to Gatherer, provide Gatherer with all the terms and conditions thereof, and Gatherer shall have the right to elect, by notice to Shipper on or before the 60th Day after its receipt of Shipper's notice containing the terms and conditions of such proposal, to construct, own, and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice on the same terms and conditions as those offered by the third party gatherer. If Gatherer does not so elect on or before such 60th Day, Gatherer shall be deemed to have waived its right to provide such services, and Shipper shall have the right to contract with such third party gatherer to provide such services on such terms and conditions and to dedicate to such gatherer the Oil and Gas Interests described in such notice as well as the area (including all geological strata and production zones) within two miles of any such Oil and Gas Interest.

Section 2.6 Priority of Dedicated Production. Dedicated Production tendered under this Agreement shall be Firm Capacity Production.

ARTICLE 3 SERVICES; GATHERING SYSTEM EXPANSION AND CONNECTION OF WELLS

Section 3.1 Gatherer Service Commitment. Subject to and in accordance with the terms and conditions of this Agreement, Gatherer commits to providing the following services (collectively, the "Services") to Shipper:

(a) receive, or cause to be received, into the Gathering System, from or for the account of Shipper, at each Receipt Point, all Dedicated Production tendered by Shipper;

(b) compress and dehydrate Dedicated Gas received into the Gathering System at the System Compressor Stations;

(c) deliver, or cause to be delivered, to or for the account of Shipper, at the nominated Delivery Point for Gas, Delivery Point Gas allocated to Shipper; and

(d) make available for delivery, to or for the account of Shipper, at each Delivery Point for Liquid Hydrocarbons, the Liquid Hydrocarbons received into the Gathering System or into Gatherer's trucks and gathered to or delivered into storage tanks at such Delivery Point allocated to Shipper in accordance with Section 6.4.

Section 3.2 Development Plan; Gathering System Plan; Exchange and Review of Information.

(a) The Initial Development Plan describes the planned development, drilling, and production activities relating to the Dedicated Properties through the date that is 18 months after the Effective Date (such plan, as updated as hereinafter provided, and including any proposed development plan that becomes part of the Development Plan pursuant to Section 2.5(b), the "**Development Plan**"). Following the Effective Date, Shipper shall provide Gatherer an updated Development Plan describing the planned development, drilling, and production activities relating to the Dedicated Properties for the 18-Month period commencing on the date of such updated Development Plan on or before the last Day of each Month. Each Development Plan will include (i) information as to the Wells that Shipper expects will be drilled during such period (each such Well reflected in a Development Plan, a "**Planned Well**"), information as to each Well Pad expected to be constructed during such period (each such Well Pad reflected in a Development Plan, a "**Planned Well Pad**") and the approximate locations thereof, the earliest date on which one or more Wells at each such Well Pad are expected to be completed, and the Delivery Points at which Production produced from such Wells is to be redelivered to Shipper and (ii) good faith and reasonable production forecasts for all Wells connected as of, and estimated to be connected to the Gathering System during the 18-Month period following, the date of such Development Plan (to the extent not previously provided or, if earlier provided, as revised in Shipper's good faith estimation). Shipper shall make its representatives available to discuss the Development Plan from time to time with Gatherer and its representatives, in order to facilitate advance planning for expansion or improvement of the Gathering System and to address other matters relating to the construction and installation of additions to the Gathering System. Shipper may provide updated or amended Development Plans to Gatherer at any time and shall provide its then-current Development Plan to Gatherer from time to time on or prior to the fifth (5th) Business Day after Gatherer's request therefor.

(b) Attached hereto as Exhibit F is a Gathering System plan describing and/or depicting the Gathering System, including all pipelines, all Receipt Points and Delivery Points, and all compression and dehydration facilities and other major physical facilities, together with their locations, sizes and other physical specifications, operating parameters, capacities, and other relevant specifications, and together with a schedule for completing the construction and installation of the planned portions thereof, in each case as currently in existence, under construction, or planned (such plan, as updated as hereinafter provided, the "**Gathering System Plan**"). Based on the Development Plans and such other information about the expected development of the Dedicated Properties as shall be provided to Gatherer by or on behalf of Shipper, Gatherer shall periodically update the Gathering System Plan. Without limiting the generality of the foregoing, Gatherer shall ensure that the Gathering System Plan reflects each

Monthly Development Plan not later than 30 Days after such Development Plan is delivered. Gatherer shall make the Gathering System Plan available for inspection by Shipper and its representatives from time to time and shall make representatives of Gatherer available to discuss the Gathering System Plan from time to time with Shipper and its representatives. Gatherer shall provide Shipper updates not less frequently than monthly on the progress of work on all facilities necessary to connect Planned Wells to the Gathering System and to connect the Gathering System to the Delivery Points as set forth in the then-current Gathering System Plan.

(c) The Parties recognize that the plans for the development of the Dedicated Properties set forth in the Development Plans, as well as all information provided by Shipper to Gatherer regarding its intentions with respect to the development of the Dedicated Properties, are subject to change and revision at any time at the discretion of Shipper, and that such changes may impact the timing, configuration, and scope of the planned activities of Gatherer. The exchange of such information and any changes thereto shall not give rise to any rights or liabilities as between the Parties except as expressly set forth in this Agreement, and Gatherer shall determine at its own risk the time at which it begins to work on and incur costs in connection with particular Gathering System expansion projects, including the acquisition of rights of way, equipment, and materials. Without limiting the generality of the foregoing, Shipper has no obligation to Gatherer under this Agreement to develop or produce any hydrocarbons from the Dedicated Properties or to pursue or complete any drilling or development on the Dedicated Properties, whether or not envisioned in the Development Plan.

Section 3.3 Expansion of Gathering System; Connection of Well Pads; Delivery Points.

(a) The Gathering System shall be designed, developed, and constituted for the purpose of providing Services as and when needed to support the upstream development of the Dedicated Properties, and Gatherer shall be obligated, at its sole cost and expense, subject to the provisions of this Agreement, to plan, procure, construct, install, own, and operate the Gathering System so as to timely connect the Planned Wells to the Gathering System, connect the Gathering System to Delivery Points on the Downstream Pipelines, at the Processing Plants, or other facilities specified by Shipper, and timely commence providing the full scope of Services, with respect to all Dedicated Production produced from the Planned Wells from and after their completion, all in accordance with this Section 3.3; *provided*, that the foregoing shall not preclude Gatherer from also designing, developing and constituting the Gathering System to accommodate Third Party Production.

(b) In planning the Gathering System, Gatherer shall use its discretion in determining when to construct and install separate and segregated facilities in the same geographical area for the purposes of handling Production with different characteristics (for example, hydrocarbon-dry versus hydrocarbon-wet Gas); provided, however, that if Shipper requests that Gatherer construct and install separate facilities, Gatherer shall, subject to all of the terms and conditions of this Agreement, do so.

(c) Gatherer shall be obligated to connect Wells at a particular Well Pad to the Gathering System only if Gatherer has received from Shipper a notice in the form of Exhibit G hereto (or in such form as Shipper and Gatherer shall otherwise agree from time to time) stating

14

that Shipper intends to drill and complete such Wells at such Well Pad (a "**Connection Notice**") and setting forth the target completion date for drilling and completion of such Wells (the "**Target Completion Date**"), and the expected production from such Well Pad over the next eighteen (18) months. Following receipt of a Connection Notice, Gatherer shall cause the necessary facilities to be constructed to connect the Planned Wells referred to in such Connection Notice to the Gathering System and to commence the Services with respect to Dedicated Production produced from such Planned Wells. Such facilities shall be available to receive Dedicated Production from Planned Wells on the Planned Well Pad on which such Planned Wells are to be located as soon as reasonably practicable following the Connection Notice and in any event on or before the later to occur of (1) the Target Completion Date with respect to such Planned Well Pad, (2) the date that is 180 Days after the Connection Notice, and (3) the date on which the initial Planned Well(s) at such Planned Well Pad has reached its projected depth and is ready for completion (the later of such dates, with respect to such Planned Well Pad, the "**Completion Deadline**"). Gatherer shall provide Shipper notice promptly upon Gatherer's becoming aware of any reason to believe that it may not be able to connect a Planned Well Pad to the Gathering System by the Target Completion Date therefor or to otherwise complete all facilities necessary to provide the full scope of Services with respect to all Dedicated Production from Wells on such Planned Well Pad by the Target Completion Date therefor. If and to the extent Gatherer is delayed in completing and making available such facilities by a Force Majeure event or any action of Shipper that is inconsistent with the cooperation requirements of Section 3.9, then the Completion Deadline for such connection shall be extended for a period of time equal to that during which Gatherer's completion and making available of such facilities was delayed by such events or actions. If such facilities are not completed and made available by the Completion Deadline, as Shipper's sole and exclusive remedies for such delay,

(i) the Dedicated Production from such Planned Well Pad shall be temporarily released from dedication hereunder until such time as such Planned Well Pad is connected to the Gathering System and the Gathering System is ready to receive Dedicated Production produced from such Planned Well Pad and to commence the Services with respect thereto; and

(ii) Shipper shall have the right to complete the procurement, construction and/or installation of any rights or facilities necessary to connect the relevant Planned Well Pad to the Gathering System, to connect the Gathering System to the relevant Delivery Point, and/or to permit Dedicated Production from Planned Wells at the Planned Well Pad to be received into the Gathering System and delivered to the relevant Delivery Point, in which case Gatherer shall pay to Shipper an amount equal to 115% of all reasonable costs and expenses incurred by Shipper in so procuring, constructing, and/or installing such rights and facilities, and Shipper shall convey all such rights and facilities to Gatherer and such rights and facilities shall thereafter be part of the Gathering System.

The remedies set forth in clauses (i) and (ii) above shall be applicable to Wells with Completion Deadlines that are 180 Days or more after the Effective Date.

(d) If the actual completion of the initial Planned Well at a particular Planned Well Pad is delayed more than 30 Days after the Target Completion Date for such Planned Well

15

Pad and the Gathering System is connected to such Planned Well Pad and available to commence providing the Services with respect to all Dedicated Production from such Planned Well prior to the date such initial Planned Well has reached its projected depth and is ready for completion, Gatherer shall be entitled to a fee equal to interest per annum at the Wall Street Journal prime rate on the incremental cost and expense incurred by Gatherer to procure,

construct and install the relevant rights and facilities to connect to such Planned Well Pad and to cause such facilities to be available to commence providing Services thereto for the number of Days after the Target Completion Date until the Day that the first Well at such Planned Well Pad is completed; provided, however, that if such first Well has not been completed by the date that is six months after the Target Completion Date for such Well or, as of an earlier date, Shipper notifies Gatherer that it has elected not to complete any Planned Wells at such Planned Well Pad, Shipper shall pay to Gatherer an amount equal to 115% of all reasonable incremental costs and expenses incurred by Gatherer in procuring, constructing and installing such rights and facilities to connect the Gathering System to such Planned Well Pad and to cause such facilities to be available to commence providing Services thereto, and Gatherer shall assign, transfer, and deliver to Shipper all rights and facilities (including equipment, materials, work in progress, and completed construction) the costs and expenses of which have so been paid by Shipper, to Shipper. If Shipper so pays Gatherer and later completes a Well at such Planned Well Pad, or if such facilities are later used to connect a completed Well at a different Planned Well Pad or for a third party, Gatherer shall refund to Shipper such amount paid by Shipper, and Shipper shall retransfer such rights and facilities to Gatherer.

(e) A Connection Notice shall be deemed to have been given for the Planned Wells set forth on Exhibit H hereto, the Target Completion Date for which shall be as set forth Exhibit H. Such Connection Notice shall be deemed to have been given for each such Planned Well 180 Days prior to such Target Completion Date.

(f) Shipper shall have right to specify in the Development Plan or in a Connection Notice that Dedicated Production produced from a particular Well be redelivered to Shipper at a particular Delivery Point, including a Delivery Point on any Downstream Pipeline. Gatherer shall be obligated, at Gatherer's cost, to provide connections to the Delivery Points set forth on Exhibit B. If Shipper specifies that Shipper's Production is to be delivered to a Delivery Point not described on Exhibit B that is not at such time connected to the Gathering System, Gatherer shall, at Shipper's sole cost, risk, and expense, provide a connection to such Delivery Point. All such Delivery Points shall be provided with all interconnection facilities and other Delivery Point facilities (including any Measurement Facilities), and with sufficient capacities, necessary to permit Shipper's Production to be redelivered at such Delivery Point in accordance with this Agreement (with all expansions of capacity at such Delivery Points, including the Delivery Points described on Exhibit B, being at Shipper's sole, cost, risk, and expense). Subject to the foregoing, Gatherer shall connect each Well to the Gathering System such that Production from such Well can be redelivered to the Delivery Point described in the Development Plan.

Section 3.4 Compression.

(a) The Gathering System Plan will describe the compression facilities that will be required to compress Dedicated Gas upstream of the Delivery Points or any System High Pressure Line in order for the Gathering System to be operated at the pressures specified in

Section 8.1 and to permit Dedicated Gas to enter the facilities of the Downstream Pipelines or Processing Plants, as applicable ("**Required Compressor Stations**"). Gatherer shall install each such Required Compressor Station as directed by Shipper and shall operate and maintain each Required Compressor Station (each such Required Compressor Station so installed by Gatherer, a "**System Compressor Station**"). Notwithstanding the foregoing, Gatherer shall not be obligated to install any Required Compressor Station during the ten year period immediately prior to the scheduled termination of this Agreement unless Shipper agrees that this Agreement shall remain in effect beyond the scheduled termination thereof as to such Required Compressor Station only and the amount determined under Section 5.1(d)(ii)(A) with respect thereto until the 10th anniversary of the placement in service of such Required Compressor Station. To the extent that Shipper does not direct Gatherer to install any Required Compressor Station as, when, and where described in the Gathering System Plan and as a consequence the Gathering System is not capable of operating in accordance with the obligations of Gatherer with respect to pressures that are set forth in Sections 8.1 and 8.2, Gatherer shall be relieved from such obligations. For the avoidance of doubt, Gatherer shall have the right at any time to add additional compressor stations to the Gathering System, and to add compression capacity at any System Compressor Station in addition to the capacity that Shipper has directed to be installed at such System Compressor Station, as it deems necessary or appropriate to provide the Services and such services as it is providing in respect of Third Party Production. Shipper must pay the Compression Fee with respect to all its Gas that is compressed using such additional compressor stations or using such additional capacity, but such additional compressor stations or additional capacity shall not be included for purposes of calculating the Minimum Compression Volume Commitment, and the Compression Fee paid by Gatherer for its Gas compressed using such additional compressor stations or additional capacity shall not count toward the amount determined under Section 5.1(d)(ii)(A).

(b) The Parties acknowledge that inlet Measurement Facilities and a slug catcher have not been installed at the System Compressor Station referred to in the Initial Gathering Plan as the Bluestone Compressor Station. Shipper agrees that if it sells or otherwise transfers any Well upstream of the Bluestone Compressor Station such that Gas owned by a third party is being gathered to the Bluestone Compressor Station, Gatherer will install such Measurement Facilities and a slug catcher at the Bluestone Compressor Station, and Shipper will reimburse Gatherer's reasonable costs of doing so.

Section 3.5 High Pressure Services. The Gathering System Plan will describe the High Pressure gathering pipelines that Gatherer determines are necessary or appropriate to connect the Gathering System to the Gas Delivery Points required by Shipper and to redeliver the volumes of Dedicated Gas to be redelivered at such Delivery Points in the most efficient manner ("**Required High Pressure Lines**"). Gatherer shall install each such Required High Pressure Line, together with the associated Required Compressor Stations, as directed by Shipper and shall operate and maintain each Required High Pressure Line (each such Required High Pressure Line so installed by Gatherer, a "**System High Pressure Line**"). Notwithstanding the foregoing, Gatherer shall not be obligated to install any Required High Pressure Line during the ten year period immediately prior to the scheduled termination of this Agreement unless Shipper agrees either that this Agreement shall remain in effect beyond the scheduled termination thereof as to such Required High Pressure Line only and the amount determined under Section 5.1(d)(i)(A) with respect thereto until the 10th anniversary of the placement in service of such

Required High Pressure Line. To the extent that Shipper does not direct Gatherer to install any Required High Pressure Line as, when, and where described in the Gathering System Plan and as a consequence the Gathering System is not capable of operating in accordance with the obligations of Gatherer with respect to pressures that are set forth in Sections 8.1 and 8.2, Gatherer shall be relieved from such obligations. For the avoidance of doubt, Gatherer shall have the right at any time to add additional High Pressure gathering pipelines to the Gathering System as it deems necessary or appropriate to provide the Services and such services as it is providing in respect of Third Party Production. Shipper must pay the High Pressure Gathering Fee with respect to all its Gas that is gathered through such additional High Pressure gathering pipelines, but such additional High Pressure Gathering Pipelines shall not be included for purposes of calculating the Minimum High Pressure Volume Commitment, and the High Pressure Gathering Fee paid by Gatherer for its Gas gathered through such additional High Pressure gathering pipelines shall not count toward the amount determined under Section 5.1(d)(i)(A).

Section 3.6 Liquids Gathering. Shipper is responsible for the construction, ownership, and operation of (a) all facilities for the separation and/or collection of Liquid Hydrocarbons at the wellhead and the Well site storage of such liquids and (b) the pumps located at each Receipt Point to transfer Liquid Hydrocarbons from such storage into the Gathering System or into Gatherer's trucks. Shipper shall ensure that pumps have sufficient capacity and are operated in a manner sufficient to cause the Liquid Hydrocarbons received into the Gathering System to be redelivered into the tanks located at the Liquid Hydrocarbons Delivery Points. Shipper shall cause Liquid Hydrocarbons to be received into the Gathering System at reasonably uniform rates of flow and to provide Gatherer reasonable notice of material increases or decreases in such rates of flow. To the extent that any facilities for the stabilization of such Liquid Hydrocarbons are required at the Liquid Hydrocarbons Delivery Points, Gatherer will provide such facilities and required stabilization services to Shipper on a cost-of-service basis as provided in Section 5.1(e).

Section 3.7 Production Removed for Lease Operations. Gatherer shall use commercially reasonable efforts to accommodate, at the cost and expense of Shipper, any request by Shipper to redeliver to Shipper any Production that has been received into the Gathering System that Shipper desires to use in lease operations, including for drilling and fractionation fuel. Shipper shall be responsible for the construction, ownership, and operation of facilities to transport such Production from the point of redelivery of such production from the Gathering System to the lease sites where such Production will be used.

Section 3.8 Right of Way and Access. Gatherer is responsible for the acquisition of rights of way, crossing permits, licenses, use agreements, access agreements, leases, fee parcels, and other rights in land right necessary to construct, own, and operate the Gathering System, and all such rights in land shall be solely for use by Gatherer and shall not be shared with Shipper, except as otherwise agreed by Gatherer; provided that Shipper hereby grants, without warranty of title, either express or implied, to the extent that it has the right to do so without the incurrence of material expense, an easement and right of way upon all lands covered by the Dedicated Properties, for the purpose of installing, using, maintaining, servicing, inspecting, repairing, operating, replacing, disconnecting, and removing all or any portion of the Gathering System, including all pipelines, meters, and other equipment necessary for the performance of this Agreement; provided, further, that the exercise of these rights by Gatherer shall not unreasonably

18

interfere with Shipper's lease operations or with the rights of owners in fee, and will be subject to Shipper's safety and other reasonable access requirements applicable to Shipper's personnel. Shipper shall not have a duty to maintain the underlying agreements (such as leases, easements, and surface use agreements) that such grant of easement or right of way to Gatherer is based upon, and such grants of easement or right of way will terminate if Shipper loses its rights to the property, regardless of the reason for such loss of rights. Notwithstanding the foregoing, (i) Shipper will assist Gatherer to secure replacements for such terminated grants of easement or right of way, in a manner consistent with the cooperation requirements of Section 3.9, (ii) to the extent that Shipper agrees that Gatherer's Measurement Facilities may be located on Shipper's Well Pad sites, Shipper shall be responsible for obtaining any necessary rights to locate such Measurement Facilities on such Well Pad sites, and (iii) Shipper shall use reasonable efforts to involve Gatherer in Shipper's negotiations with the owners of lands covered by the Dedicated Properties so that Shipper's surface use agreements and Gatherer's rights of way with respect to such lands can be concurrently negotiated and obtained.

Section 3.9 Cooperation. Because of the interrelated nature of the actions of the Parties required to obtain the necessary permits and authorizations from the appropriate Governmental Authorities and the necessary consents, rights of way and other authorizations from other Persons necessary to drill and complete each Planned Well and construct the required extensions of the Gathering System to each Planned Well Pad, the Parties agree to work together in good faith to obtain such permits, authorizations, consents and rights of way as expeditiously as reasonably practicable, all as provided herein. The Parties further agree to cooperate with each other and to communicate regularly regarding their efforts to obtain such permits, authorizations, consents and rights of way.

ARTICLE 4 TERM

Section 4.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated earlier by mutual agreement of the Parties, shall continue in effect until the twentieth (20th) anniversary of the Effective Date and from year to year thereafter (with the initial term of this Agreement deemed extended for each of any such additional year) until such time as this Agreement is terminated, effective upon an anniversary of the Effective Date, by notice from either Party to the other Party on or before the one hundred eightieth (180th) Day prior to such anniversary.

ARTICLE 5 FEES AND CONSIDERATION

Section 5.1 Fees.

(a) Subject to the other provisions of this Agreement, including Section 5.1(d), Shipper shall pay Gatherer each Month in accordance with the terms of this Agreement, for all Services provided by Gatherer during such Month, an amount equal to the sum of the following:

19

(i) The product of (A) the aggregate volume of Gas, stated in Mcf, received by Gatherer from Shipper or for Shipper's account at each Receipt Point during such Month multiplied by (B) \$0.30 (provided that such fee shall be discounted by fifty percent (50%) for Gas removed from the Gathering System for use lease operations fuel in accordance with Section 3.7) (as such fee may be increased or decreased in accordance with Section 5.1(b), the "**Gathering Fee**");

(ii) The product of (A) the aggregate volume of Gas, stated in Mcf, received from Shipper or for Shipper's account entering any System High Pressure Line during such Month multiplied by (B) \$0.18 (as may be increased or decreased in accordance with Section 5.1(b), the "**High Pressure Gathering Fee**");

(iii) The product of (A) the aggregate volume of Gas, stated in Mcf, received from Shipper or for Shipper's account and compressed and dehydrated at each System Compressor Station during such Month multiplied by (B) \$0.18 (as may be increased or decreased in accordance with Section 5.1(b), the "**Compression Fee**"); and

(iv) The product of (A) the aggregate volume of Liquid Hydrocarbons, stated in Barrels, received from Shipper or for Shipper's account entering the Gathering System or loaded into Gatherer's trucks during such Month multiplied by (B) \$4.00 (as may be increased

or decreased in accordance with Section 5.1(b), the “*Liquids Gathering Fee*”).

(b) After each of the first five (5) Contract Years, one hundred percent (100%), and after the sixth (6th) Contract Year and each Contract Year thereafter, fifty-five percent (55%), of the Gathering Fee, High Pressure Gathering Fee, Compression Fee, and Liquids Gathering Fee shall be adjusted up or down on an annual basis in proportion to the percentage change, from the preceding year, in the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics (“*CPI*”). Such adjustment shall be made effective upon the first Day of each Contract Year commencing in the Contract Year beginning in 2015, and shall reflect the percentage change in the CPI as it existed for June of the preceding Contract Year from the CPI for the second immediately preceding June; *provided, however*, that the Gathering Fee, High Pressure Gathering Fee, Compression Fee, and Liquids Gathering Fee shall never be less than the initial fees stated in Section 5.1(a); nor shall such fees be increased or decreased by more than 3% in any given Contract Year.

(c) Subject to the other provisions of this Agreement, including Section 5.1(d), Shipper shall pay Gatherer the actual cost of electricity used as Fuel and allocated to Shipper in accordance with Section 6.2.

(d) Notwithstanding the foregoing provisions of this Section 5.1; regardless of whether Shipper has any Firm Capacity Production:

(i) If, with respect to any Contract Year in which there is a Minimum High Pressure Volume Commitment, Shipper shall pay to Gatherer, on or before the 30th Day after receipt of Gatherer’s invoice therefor (which shall be delivered not more than

20

sixty (60) Days after the end of the relevant Contract Year), an amount equal to the excess, if any, of:

(A) the product of the Minimum High Pressure Volume Commitment for such Contract Year multiplied by the High Pressure Gathering Fee in effect for such Contract Year, over

(B) the product of the High Pressure Gathering Fee in effect for such Contract Year multiplied by the aggregate of the volumes of Dedicated Production, stated in Mcf, delivered or Made Available for Delivery at each System High Pressure Line during such Contract Year.

(ii) If, with respect to any Contract Year in which there is a Minimum Compression Volume Commitment, Shipper shall pay to Gatherer, on or before the 30th Day after receipt of Gatherer’s invoice therefor (which shall be delivered not more than sixty (60) Days after the end of the relevant Contract Year), an amount equal to the excess, if any, of:

(A) the product of the Minimum Compression Volume Commitment for such Contract Year multiplied by the Compression Fee in effect for such Contract Year, over

(B) the product of the Compression Fee in effect for such Contract Year multiplied by the aggregate of the volumes of Dedicated Production, stated in Mcf, delivered or Made Available for Delivery at each System Compressor Station during such Contract Year.

(e) All Services for which specific prices are not set forth in Section 5.1(a), including any required treating of Production, the handling and treatment of Condensate recovered from the Gathering System, and the stabilization of Liquid Hydrocarbons, shall be priced on a cost of service basis as set forth in this Section 5.1(e). In addition, notwithstanding the foregoing provisions of this Section 5.1 or any other provision to the contrary in this Agreement, Gatherer shall have the right to elect to be paid for some or all Services, on a cost of service basis to the extent set forth in this Section 5.1(e). Gatherer shall have the right to elect to be paid on a cost of service basis (i) for any Services other than Services offered in respect of the Wells and Planned Wells set forth in the Initial Development Plan, all of which Services shall be performed for the volumetric fees, subject to the minimum volumes, set forth in Section 5.1(a) and Section 5.1(d), and (ii) any compression services in respect of the Wells and Planned Wells set forth in the Initial Development Plan if Gatherer determines in good faith that, if such services were to be performed for the volumetric fees, and subject to the minimum volumes, set forth in Section 5.1(a) and Section 5.1(d), it would receive a rate of return on its capital expenditures for such System Compressor Station of less than 13% over the period of 84 months after such System Compressor Station is placed into service. With respect to such Services, Gatherer may elect, by notice to Shipper at least three (3) Months prior to the placement in service of the relevant facilities or parts of the Gathering System, or, in the case of any gathering facilities by Gatherer acquired pursuant to Section 2.5(a), in the notice given by Gatherer in accordance with such Section that Gatherer will acquire such gathering facilities, to be paid on a

21

cost of service basis for the Services specified in such notice commencing with their placement in service or with the acquisition of such facilities, as applicable, and continuing for the remaining term of this Agreement, but only with respect to the facilities so acquired and/or discrete parts of the Gathering System (each, a “*CS Facility*”) that are placed into service after such notice. The Services specified in such notice may be of any scope determined by Gatherer in its sole discretion and may include all eligible Services or any part thereof and may include, by way of example only, gathering Services with respect to a particular Well or group of Wells, compression Services and/or High Pressure Services with respect to a particular System Compressor Station and/or System High Pressure Line, all Services of a particular type, and any other subset of the Services determined by Gatherer, in each case subject to the foregoing sentence. All Services provided from time to time on a cost of service basis shall be bundled together for purposes of calculating a single Monthly cost of service fee (the “*Cost of Service Fee*”), which shall be calculated with respect to each Contract Year as set forth in Exhibit I attached hereto.

ARTICLE 6 ALLOCATIONS

Section 6.1 Allocation of Lost and Unaccounted For Gas. Lost and Unaccounted For Gas shall be allocated, on a Monthly basis, among all Receipt Points on each System Segment pro rata based upon the Thermal Content of all Gas received at all System Receipt Points on such System Segment during such Month. Total Lost and Unaccounted For Gas with respect to each System Segment shall be determined by subtracting from the sum of the total Thermal Content of Gas received at all System Receipt Points on such System Segment during such Month the sum of (i) the Thermal Content of Gas actually delivered to all System Delivery Points on such System Segment during such Month, (ii) the Thermal Content of Condensate

recovered from such System Segment during such Month (other than Condensate vaporized and reinjected into the Gas stream), and (iii) the Thermal Content of Gas used for Fuel on such System Segment, if any, during such Month. Lost and Unaccounted For Gas shall be allocated, on a Monthly basis, to each Receipt Point based upon a fraction, the numerator of which is the total Thermal Content of Gas measured at such Receipt Point during such Month, and the denominator of which is the total Thermal Content of Gas measured at all System Receipt Points on the System Segment on which such Receipt Point is located during such Month.

Section 6.2 Allocation of Fuel. Gatherer shall allocate Fuel (included Gas used as Fuel and the cost of electricity used as Fuel), on a Monthly basis, to each Receipt Point upstream of a System Compressor Station on a pro rata basis, based upon a fraction, the numerator of which is the total volume of Gas measured at such Receipt Point during such Month, and the denominator of which is the total volume of Gas measured at all System Receipt Points upstream of such System Compressor Station during such Month. Gas consumed for Fuel shall be determined based actual measurements of Fuel consumption.

Section 6.3 Allocation of Condensate Recovered from the Gathering System. Gatherer shall allocate the volume of Condensate collected from any System Segment (or from facilities at compressor stations downstream of System Delivery Points on such System Segment and allocated to the Gathering System by the operator of such compressor station) to each System Receipt Point on such System Segment during the applicable Month based on a fraction,

22

the numerator of which is the theoretical volume of Condensate attributable to such System Receipt Point during such Month and the denominator of which is the total theoretical volume of Condensate for all such System Receipt Points on such System Segment during such Month. The theoretical volume of Condensate at each System Receipt Point shall be determined by multiplying the total volume of Gas (in Mcf) received at the applicable System Receipt Point during the applicable Month by the Gallons per Mcf of pentanes and heavier components in such Gas determined at the relevant System Receipt Point on such System Segment.

Section 6.4 Allocation of Liquid Hydrocarbons.

(a) Subject to Section 6.4(b), Gatherer shall allocate the volume of Liquid Hydrocarbons gathered to or delivered into storage tanks at each Delivery Point to each System Receipt Point upstream of such Delivery Point during the applicable Month based on a fraction, the numerator of which is the volume of Liquid Hydrocarbons received at such System Receipt Point and the denominator of which is the total volumes of Liquid Hydrocarbons received at all such System Receipt Points during such Month.

(b) Gatherer shall not commingle Shipper's Liquid Hydrocarbons received at the Receipt Points with Liquid Hydrocarbons constituting Third Party Production if the resulting commingled stream would have a market value that is materially less than the market value a stream composed solely of Shipper's Liquid Hydrocarbons would have, unless Gatherer has provided by notice to Shipper a written allocation methodology that ensures that Shipper is allocated a portion of the commingled stream that would enable it to realize a market value that reasonably approximates the market value of such stream composed solely of Shipper's Liquid Hydrocarbons. From and after the delivery of such notice, Gatherer shall have the right to commingle such Liquid Hydrocarbons and shall apply such allocation methodology to such commingled stream.

ARTICLE 7
CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES

Section 7.1 Operational Control of Gatherer's Facilities. Gatherer shall design, construct, own, operate, and maintain the Gathering System at its sole cost and risk. Gatherer shall be entitled to full and complete operational control of its facilities and shall be entitled to schedule deliveries and to operate and reconfigure its facilities in a manner consistent with its obligations under this Agreement.

Section 7.2 Maintenance. Gatherer shall be entitled, without liability, to interrupt its performance hereunder to perform necessary or desirable inspections, pigging, maintenance, testing, alterations, modifications, expansions, connections, repairs or replacements to its facilities as Gatherer deems necessary ("**Maintenance**"), with reasonable notice provided to Shipper, except in cases of emergency where such notice is impracticable or in cases where the operations of Shipper will not be affected. Before the beginning of each calendar year, Gatherer shall provide Shipper in writing with a projected schedule of the Maintenance to be performed during the year and the anticipated date of such Maintenance. On or before the 10th Day before the end of each Month, Gatherer shall provide Shipper with its projected maintenance schedule for the following Month.

23

Section 7.3 Firm Capacity Production; Capacity Allocations on the Gathering System. Subject to the capacity allocations set forth in this Section 7.3, Gatherer has the right to contract with other Persons for the delivery of Third Party Production to the Gathering System, including the delivery of Firm Capacity Production. If the volume of Gas or Liquid Hydrocarbons, as applicable, available for delivery into any System Segment exceeds the capacity of such System Segment at any point relevant to Gatherer's service to Shipper hereunder, then Gatherer shall interrupt or curtail receipts of Production in accordance with the following:

(a) *First*, Gatherer shall curtail all Interruptible Production prior to curtailing Firm Capacity Production.

(b) *Second*, if additional curtailments are required beyond Section 7.3(a) above, Gatherer shall curtail Firm Capacity Production. In the event Gatherer curtails some, but not all Firm Capacity Production on a particular Day, Gatherer shall allocate the capacity of the applicable point on the relevant System Segment available to such shippers of Firm Capacity Production, including Dedicated Production, on a pro rata basis based upon Shipper's and the other shippers' of Firm Capacity Production average of the confirmed nominations for the previous fourteen (14) Day period of Firm Capacity Production prior to the event causing the curtailment.

Section 7.4 Arrangements After Redelivery. It shall be Shipper's obligation to make any required arrangements with other parties for delivery of Shipper's Production to the Receipt Points and Delivery Point Gas and Liquid Hydrocarbons following delivery by Gatherer at the Delivery Points.

Section 7.5 Line Pack. To the extent that it is necessary, in order for Gatherer to commence operations of new segments of the Gathering System, for Production to be used as line fill, Shipper shall provide such line fill to Gatherer.

**ARTICLE 8
PRESSURES AT RECEIPT POINTS AND DELIVERY POINTS**

Section 8.1 Pressures at Receipt Points. Gatherer shall not operate the Gas Gathering System in such a manner as to cause the average pressure at any Receipt Point in any Month to exceed the lower of (a) two hundred (200) psig and (b) fifty (50) psig above the average suction pressure, as measured at the first separator or slug catcher upstream of any compression suction valve or any other valve that can be partially closed, at the nearest System Compressor Station downstream of such Receipt Point during such Month. Subject to the foregoing, Shipper shall deliver or cause to be delivered Gas to each Receipt Point at sufficient pressure to enter the Gathering System against its operating pressure.

Section 8.2 Pressures at Delivery Points. All System Compressor Stations (a) shall be designed for a suction pressure of from one hundred (100) psig to one hundred forty (140) psig and (b) shall be designed for and shall be operated at a discharge pressure sufficient to effect delivery to the relevant Downstream Pipeline or Processing Plant.

Section 8.3 Shipper Facilities. Shipper, at its own expense, shall construct, equip, maintain, and operate all facilities (including separation, line heaters, and/or compression

24

equipment) necessary to deliver Dedicated Production to Gatherer at the Receipt Points. Shipper shall install and maintain sufficient pressure regulating equipment upstream of the Receipt Points in order to keep the pressure of the Gas delivered to Gatherer at the Receipt Points from exceeding the maximum allowable operating pressure at the applicable Receipt Point. Gatherer shall design the Gas Gathering System to ANSI 300 standards or higher such that the maximum allowable operating pressure at each Receipt Point shall be not less than 740 psig.

**ARTICLE 9
NOMINATION AND BALANCING**

Section 9.1 Gatherer Notifications. On or before the fifth (5th) Day prior to the end of each Month, Gatherer shall provide written notice to Shipper of Gatherer's good faith estimate of any capacity allocations or curtailments for the any System Segment, if any, that, based on then currently available information, Gatherer anticipates will be required or necessary during the next Month, including as a result of any Maintenance. Gatherer shall use all reasonable efforts to provide 48 hours advance notice of any actual event requiring allocation or curtailment, including Maintenance.

Section 9.2 Nominations. On or before the second (2nd) Day prior to the end of each Month, Shipper shall provide to Gatherer nominations for deliveries of Dedicated Production to the Receipt Points and the delivery of Delivery Point Gas and Liquid Hydrocarbons to the specified Delivery Points during the next Month. Shipper shall have the right to change such nominations at any time subject to the requirements of the Persons receiving Delivery Point Gas or Liquid Hydrocarbons at or downstream of the Delivery Points and subject to changes in wellhead volumes being delivered into the system.

Section 9.3 Balancing. Gatherer will maintain records of any Daily and Monthly variances ("**Imbalances**") between the volume of Dedicated Gas received at the Receipt Points and the volumes of Delivery Point Gas, plus Lost and Unaccounted for Gas, Fuel, and Condensate allocated to Shipper. Shipper shall make such changes in its nominations as Gatherer may from time to time reasonably request to maintain Daily and Monthly balances or to correct an Imbalance. Shipper shall reimburse Gatherer for any cost, penalty, or fee arising from any Imbalance assessed against Gatherer by any Person receiving Dedicated Production downstream of the Delivery Points, except to the extent such Imbalance was caused by Gatherer. Upon the termination of this Agreement or at such other time as the Parties agree the Parties shall cash out any cumulative Imbalance using the applicable Index Price for the prior Month.

**ARTICLE 10
QUALITY**

Section 10.1 Receipt Point Gas Quality Specifications. Gas delivered by Shipper to the Receipt Points shall meet the following specifications (collectively, the "**Gas Quality Specifications**"):

(a) The Gas shall not contain any of the following in excess of: one-quarter (1/4) grain of hydrogen sulfide per hundred (100) cubic feet; one (1) grain of total sulfur per

25

hundred (100) cubic feet; two one-hundredths of one percent (0.02%) by volume of oxygen; or two percent (2%) by volume of nitrogen.

(b) The total of all non-hydrocarbon gases shall not exceed three percent (3%) by volume.

(c) The temperature of the Gas at the Receipt Point shall not be in excess of one hundred twenty (120) degrees Fahrenheit.

(d) The Gas shall be free of solids, sand, salt, dust, gums, crude oil, and hydrocarbons in the liquid phase, and other objectionable substances which may be injurious to pipelines or which may interfere with the measurement, transmission or commercial utilization of said Gas.

Except for items (a) through (d) above, such Gas shall meet the most restrictive quality specifications required from time to time by the Downstream Pipelines receiving Delivery Point Gas, except for water vapor content, for which there shall be no specification applicable at the Receipt Points.

Section 10.2 Non-Conforming Gas. If any Gas delivered by Shipper fails at any time to conform to the Gas Quality Specifications, then Gatherer will have the right to immediately discontinue receipt of such non-conforming Gas so long as such Gas continues to be non-conforming. Shipper agrees to undertake commercially reasonable measures to eliminate the cause of such non-conformance. If Shipper fails to remedy such non-conformance, but such Gas conforms to all specifications other than hydrocarbon dew point and/or Gross Heating Value, then Gatherer agrees to (i) use commercially reasonable efforts to blend and commingle such Gas with other Gas in the Gathering System so that it meets the applicable specifications and (ii) if such Gas cannot be brought into compliance with such blending will continue to accept and redeliver such Gas to the Delivery Points that will accept such non-conforming Gas as long as (A) no harm is done to the Gathering System, (B) no harm is done to other shippers or their Gas, and (C) other shippers are not prevented from nominating Gas to their preferred Delivery Point. In the event that Gatherer takes receipt of non-conforming

Gas, Shipper agrees to be responsible for, and to defend, indemnify, release, and hold Gatherer and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature resulting from such non-conforming Gas.

Section 10.3 Delivery Point Gas Quality Specifications. Gatherer shall redeliver the Delivery Point Gas that it is required to redeliver to Shipper at the Delivery Points meeting the Gas Quality Specifications, provided that Shipper delivers Gas to Gatherer at the Receipt Points which meets the Gas Quality Specifications.

Section 10.4 Liquid Hydrocarbons Quality Requirements. Liquid Hydrocarbons delivered by Shipper to the Receipt Points shall have gravity, viscosity, and other properties such that it is readily susceptible to gathering and handling through Gatherer's existing facilities and such that it will not adversely affect the quality of Liquid Hydrocarbons received from other shippers or cause any material disadvantage to other shippers or Gatherer. If any Liquid Hydrocarbons delivered by Shipper fails at any time to conform to the foregoing requirements,

26

then Gatherer will have the right to immediately discontinue receipt of such non-conforming Liquid Hydrocarbons so long as such Liquid Hydrocarbons continues to be non-conforming. Shipper agrees to undertake commercially reasonable measures to eliminate the cause of such non-conformance. Gatherer shall ensure that the Liquid Hydrocarbons of other shippers are also required to meet the foregoing standards.

Section 10.5 Greenhouse Gas Emissions. Notwithstanding anything contained in this Agreement to the contrary, in the event there is an enactment of, or change in, any law after the Effective Date of this Agreement which, in Gatherer's reasonable determination, results in (a) a Governmental Authority requiring Gatherer to hold or acquire emission allowances or their equivalent related to the carbon dioxide content or emissions or the greenhouse gas content or emissions attributable to Shipper's Production and/or the gathering, or transportation of such Production (collectively, "*Shipper's GHG Emissions*") or (b) Gatherer incurring any costs or expenses attributable to Shipper's Production, including any costs or expenses for disposal or treating of carbon dioxide attributable to such Production, or any other additional economic burden being placed on Gatherer in connection with or related to Shipper's GHG Emissions, including any tax, assessment, or other cost or expense (collectively, "*Emissions Charges*"), then (i) Shipper will use reasonable efforts to provide any required emissions allowances or their equivalent to Gatherer in a timely manner (and shall indemnify and hold harmless Gatherer from against any Losses, including any expenses incurred by Gatherer in acquiring such allowances in the marketplace, arising out of Shipper's failure to so provide such allowances) and (ii) Shipper shall be fully responsible for such Emissions Charges and shall reimburse Gatherer for any Emissions Charges paid by Gatherer within ten (10) Days of receipt of Gatherer's invoice.

ARTICLE 11 MEASUREMENT EQUIPMENT AND PROCEDURES

Section 11.1 Equipment. Gatherer shall install, own, operate, and maintain Measurement Facilities to measure Production at all the System Receipt Points and shall ensure that the relevant Downstream Pipeline or Processing Plant installs, owns, operates, and maintains Measurement Facilities at the System Delivery Points (but downstream of any slug catcher) for Gas. Measurement Facilities at the Receipt Points shall meet current industry standards for custody transfer measurement. Shipper shall have the right to install check Measurement Facilities at each Receipt Point, including the right to install check measurement equipment on Gatherer's meter tubes and orifice unions.

Section 11.2 Gas Measurement Standards. The following standards shall apply to the measurement of Gas hereunder:

(a) Where measurement is by orifice meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of the Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 3 (ANSI/API 2530) "Orifice Metering of Natural Gas" with any revisions, amendments or supplements as may be mutually acceptable to the Parties.

27

(b) Where measurement is by ultrasonic meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of the Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 9 "Measurement of Gas by Multi Path Ultrasonic Meters" with any revisions, amendments or supplements as may be mutually acceptable to the Parties.

(c) The changing and integration of the charts (if utilized for measurement purposes hereunder) and calibrating and adjusting of meters shall be performed by Gatherer.

Section 11.3 Liquid Hydrocarbons Measurement Standards. The following standards shall apply to the measurement of Liquid Hydrocarbons hereunder:

(a) Measurement Devices used in the measurement of Liquid Hydrocarbons shall be designed, installed, and operated in accordance with specifications of the American Petroleum Institute Manual of Petroleum Measurement Standards or other applicable industry standards, as amended from time to time.

(b) The quality and gravity of Liquid Hydrocarbons shall be determined from laboratory analyses of representative samples following the calculation procedures in American Petroleum Institute Manual of Petroleum Measurement Standards or other applicable industry standards

Section 11.4 Gas Measurement.

(a) The unit of volume for measurement of Gas delivered hereunder shall be one Mcf at a base temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.73 psia and without adjustment for water vapor content. It is agreed that for the purposes of measurement and computations hereunder, (a) the atmospheric pressure shall be based on the atmospheric pressure determined and used by Downstream Pipelines at the Delivery Point(s) regardless of the atmospheric pressure at which the Gas is measured and (b) all measurements and testing performed hereunder shall all be made by Gatherer in accordance with applicable rules, regulations, and orders.

(b) Gatherer's Measurement Facilities at the System Receipt Points shall be spot samplers, continuous samplers, or gas

chromatographs, as Gatherer shall in its discretion determine, subject to the minimum requirements set forth in the following three sentences. Gatherer shall at least take monthly spot samples at all Measurement Facilities located at System Receipt Points where Gas is received into the Gathering System from a single Well. At all Measurement Facilities located at System Receipt Points where Gas is received into the System from more than one Well, Gatherer shall at least (i) take monthly spot samples if such Measurement Facilities measure less than five thousand (5,000) Mcf per Day, (ii) use continuous samplers if such Measurement Facilities measure from five thousand (5,000) to twenty thousand (20,000) Mcf per Day, and (iii) use gas chromatographs if such Measurement Facilities measure more than twenty thousand (20,000) Mcf per Day. Measurement at the System Delivery Points shall be done using continuous samplers (for Measurement Facilities metering less than twenty thousand (20,000) Mcf per Day) and online gas chromatographs (for Measurement Facilities

metering twenty thousand (20,000) Mcf or more per Day). Gatherer shall procure or cause to be procured a sample of Gas at each System Delivery Point and analyze the samples by chromatographic analysis to determine the component content (mole percent), specific gravity, and the Thermal Content thereof. These determinations shall be made utilizing the following standards: (i) Gas Processors Association Obtaining Natural Gas Samples for Analysis by Gas, Publication No. 2166 as amended or supplemented from time to time and (ii) Gas Processors Association Analysis for Natural Gas and Similar Gaseous Mixtures by Gas Chromatography, Publication No. 2161 as amended or supplemented from time to time, or (iii) any other tests that are mutually agreed by Shipper and Gatherer.

(c) The specific gravity of Gas shall be measured by a standard gravity balance in accordance with the provisions of the Natural Gas Processors Association Publication No. 3130, entitled "Standard Method for Determining the Specific Gravity of Gas", or by a gravitometer employing the "Momentum Method" as described in Chapter VII, "Determination of Specific Gravity", of the American Gas Association Gas Measurement Manual, 1963, in each case, as such may be amended from time to time. The specific gravity will be determined and calculated to the nearest one-thousandth (0.001).

(d) The temperature of Gas shall be determined by means of a recording thermometer recording the temperature of such Gas flowing through each measurement meter. The average temperature to the nearest one degree (1°) Fahrenheit, obtained while Gas is being delivered, will be the applicable flowing Gas temperature for the period under consideration.

(e) The deviation of the Gas from Ideal Gas Laws shall be determined in accordance with the A.G.A. Par Research Project NX-19 Report "Manual for the Determination of Supercompressibility Factors for Natural Gas", Reprinted 1976, if the composition of the Gas is such to render this procedure applicable.

(f) Physical constants required for making calculations hereunder shall be taken from the Gas Processors Association Table of Physical Properties for Hydrocarbons and Other Compounds of Interest to the Natural Gas Industry, Publication No. 2145 as amended or supplemented from time to time. Physical constants for the hexanes and heavier hydrocarbons portion of hydrocarbon mixtures shall be assumed to be the same as the physical constants for hexane.

Section 11.5 Notice of Measurement Facilities Inspection and Calibration. Each Party shall give reasonable notice to the other Party in order that the other Party may, at its option, have representatives present to observe any reading, inspecting, testing, calibrating or adjusting of Measurement Facilities used in measuring or checking the measurement of receipts or deliveries of Production under this Agreement. The official electronic data from such Measurement Facilities shall remain the property of the Measurement Facilities' owner, but copies of such records shall, upon written request, be submitted, together with calculations and flow computer configurations therefrom, to the requesting Party for inspection and verification.

Section 11.6 Measurement Accuracy Verification.

(a) Each Party shall verify the accuracy of all Measurement Facilities owned by such Party at intervals based upon the following schedule:

- (i) semi-annually for Gas Measurement Facilities metering less than one thousand (1,000) Mcf per Day;
- (ii) quarterly for Gas Measurement Facilities metering between one thousand (1,000) and five thousand (5,000) Mcf per Day;
- (iii) monthly for Gas Measurement Facilities metering more than five thousand (5,000) Mcf per Day; and
- (iv) quarterly for Liquid Hydrocarbons Measurement Facilities.

Neither Party shall be required to cause adjustment or calibration of such equipment more frequently than once per Month, unless a special test is requested pursuant to Section 11.7.

(b) If, during any test of the Measuring Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated flow rate through each meter run in excess of one percent (1%) of the adjusted flow rate (whether positive or negative and using the adjusted flow rate as the percent error equation denominator), then any previous recordings of such equipment shall be corrected to zero error for any period during which the error existed (and which is either known definitely or agreed to by the Parties) and the total flow for the period redetermined in accordance with the provisions of Section 11.8. If the period of error condition cannot be determined or agreed upon between the Parties, such correction shall be made over a period extending over the last one half of the time elapsed since the date of the prior test revealing the one percent (1%) error.

(c) If, during any test of any Measurement Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated hourly flow rate which does not exceed one percent (1%) of the adjusted flow rate, all prior recordings and electronic flow computer data shall be considered to be accurate for quantity determination purpose.

Section 11.7 Special Tests. In the event a Party desires a special test (a test not scheduled by a Party under the provisions of Section 11.6)

of any Measurement Facilities, seventy-two (72) hours advance notice shall be given to the other Party and both Parties shall cooperate to secure a prompt test of the accuracy of such equipment. If the Measurement Facilities tested are found to be within the range of accuracy set forth in Section 11.6(b), then the Party that requested the test shall pay the costs of such special test including any labor and transportation costs pertaining thereto. If the Measurement Facilities tested are found to be outside the range of accuracy set forth in Section 11.6(b), then the Party that owns such Measurement Facilities shall pay such costs and perform the corrections according to Section 11.8.

Section 11.8 Metered Flow Rates in Error. If, for any reason, any Measurement Facilities are (i) out of adjustment, (ii) out of service, or (iii) out of repair and the total calculated flow rate through each meter run is found to be in error by an amount of the magnitude described in Section 11.6, the total quantity of Production delivered shall be determined in accordance with the first of the following methods which is feasible:

- (a) By using the registration of any mutually agreeable check metering facility, if installed and accurately registering (subject to testing as provided for in Section 11.6);
- (b) Where multiple meter runs exist in series, by calculation using the registration of such meter run equipment; provided that they are measuring Production from upstream and downstream headers in common with the faulty metering equipment, are not controlled by separate regulators, and are accurately registering;
- (c) By correcting the error by re-reading of the official charts, or by straightforward application of a correcting factor to the quantities recorded for the period (if the net percentage of error is ascertainable by calibration, tests or mathematical calculation); or
- (d) By estimating the quantity, based upon deliveries made during periods of similar conditions when the meter was registering accurately.

Section 11.9 Record Retention. The Party owning the Measurement Facilities shall retain and preserve all test data, charts, and similar records for any calendar year for a period of at least twenty-four (24) Months following the end of such calendar year unless applicable law or regulation requires a longer time period or the Party has received written notification of a dispute involving such records, in which case records shall be retained until the related issue is resolved.

Section 11.10 Access.

- (a) Gatherer shall contract with eLynx Technologies or a provider of comparable services reasonably satisfactory to Shipper (the "**Monitoring Services Provider**") for remote monitoring of Gas Measurement Facilities, including monitoring of measurement data on an hourly (or more frequent) basis for flow rate, meter pressures, meter temperature, orifice diameter, Gross Heating Value, and composition for importation into PRAMS Plus production software or comparable production software ("**Remote Monitoring Data**").
- (b) Gatherer shall (i) provide the Monitoring Services Provider access to all of Gatherer's radio and telephone infrastructure to access and gather all Remote Monitoring Data and (ii) cause the Monitoring Services Provider to allow Shipper to view and access all Remote Monitoring Data on the Monitoring Service Provider's system, including the ability to poll for Remote Monitoring Data through the Monitoring Services Provider's system.
- (c) Gatherer shall provide Shipper 120 Days' notice of any termination by Gatherer of its contract with any Monitoring Services Provider.

ARTICLE 12
NOTICES

Section 12.1 Notices. Unless otherwise provided herein, any notice, request, invoice, statement, or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered (i) when hand delivered, or (ii) when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or (iii) if mailed by United States certified mail, postage prepaid, three (3) Business Days after mailing, or (iv) if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party, or (v) when sent via email; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Notwithstanding the foregoing, if a Party desires to serve upon the other a notice of default under this Agreement, or if Shipper desires to serve upon Gatherer a Connection Notice, the delivery of such notice shall be considered effective under this Section 12.1 only if delivered by any method set forth in items (i) through (iv) above. Any notice shall be given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

Shipper: ANTERO RESOURCES CORPORATION
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310

Fax Number: (303) 357-7315

Gatherer: ANTERO MIDSTREAM LLC
1615 Wynkoop
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

32

For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

ARTICLE 13 PAYMENTS

Section 13.1 Invoices. Not later than the tenth (10th) Day following the end of each Month, Gatherer shall provide Shipper with a detailed statement setting forth the volume and Thermal Content of Gas and, if applicable, the volume of Liquid Hydrocarbons received by Gatherer at the Receipt Points in such Month, the volume and Thermal Content of Delivery Point Gas allocated to Shipper and, if applicable, the volume of Liquid Hydrocarbons redelivered to Shipper in such Month, the quantity of Gas and the cost of electricity used as Fuel allocated to Shipper in such Month, the volume and Thermal Content of Lost and Unaccounted For Gas for such Month, and the Gathering Fee, the High Pressure Gathering Fee, the Compression Fee, the Liquids Gathering Fee, and the Cost of Service Fee with respect to such Month, together with measurement summaries and the amount of any Imbalances and all relevant supporting documentation, to the extent available on such tenth (10th) Day (with Gatherer being obligated to deliver any such supporting documentation that is not available on such tenth (10th) Day as soon as it becomes available). Shipper shall make payment to Gatherer by the last Business Day of the Month in which such invoice is received. Such payment shall be made by wire transfer pursuant to wire transfer instructions delivered by Gatherer to Shipper in writing from time to time. If any overcharge or undercharge in any form whatsoever shall at any time be found and the invoice therefor has been paid, Gatherer shall refund any amount of overcharge, and Shipper shall pay any amount of undercharge, within thirty (30) Days after final determination thereof, provided, however, that no retroactive adjustment will be made beyond a period of twenty-four (24) Months from the date of a statement hereunder.

Section 13.2 Right to Suspend on Failure to Pay. If any undisputed amount due hereunder remains unpaid for sixty (60) Days after the due date, Gatherer shall have the right to suspend or discontinue Services hereunder until any such past due amount is paid.

Section 13.3 Audit Rights. Either Party, on not less than thirty (30) Days prior written notice to the other Party, shall have the right at its expense, at reasonable times during normal business hours, but in no event more than twice in any period of twelve (12) consecutive Months, to audit the books and records of the other Party to the extent necessary to verify the accuracy of any statement, allocation, measurement, computation, charge, payment made under, or obligation or right pursuant to this Agreement. The scope of any audit shall be limited to transactions affecting Dedicated Production and Delivery Point Gas hereunder and shall be limited to the twenty-four (24) Month period immediately prior to the Month in which the notice requesting an audit was given. All statements, allocations, measurements, computations, charges, or payments

33

made in any period prior to the twenty-four (24) Month period immediately prior to the Month in which the audit is requested shall be conclusively deemed true and correct and shall be final for all purposes.

Section 13.4 Payment Disputes. In the event of any dispute with respect to any payment hereunder, Shipper shall make timely payment of all undisputed amounts, and Gatherer and Shipper will use good faith efforts to resolve the disputed amounts within sixty (60) Days following the original due date. Any amounts subsequently resolved shall be due and payable within ten (10) Days of such resolution.

Section 13.5 Interest on Late Payments. In the event that Shipper shall fail to make timely payment of any sums, except those contested in good faith or those in a good faith dispute, when due under this Agreement, interest will accrue at an annual rate equal to ten percent (10%) from the date payment is due until the date payment is made.

Section 13.6 Credit Assurance. Gatherer shall apply consistent evaluation practices to all similarly situated shippers to determine the new Shipper's financial ability to perform its payment obligations under this Agreement.

(a) If Gatherer has reasonable grounds for insecurity regarding the performance of any obligation by Shipper under this Agreement (whether or not then due), Gatherer may demand Adequate Assurance of Performance from Shipper, which Adequate Assurance of Performance shall be provided to Gatherer within five (5) Days after written request. If Shipper fails to provide such Adequate Assurance of Performance within such time, then Gatherer may suspend its performance under this Agreement until such Adequate Assurance of Performance is provided. However, any action by Gatherer shall not relieve Shipper of its payment obligations. The exercise by Gatherer of any right under this Section 13.6 shall be without prejudice to any claims for damages or any other right under this Agreement. As used herein, "**Adequate Assurance of Performance**" means any of the following, in Gatherer's reasonable discretion:

(i) an irrevocable standby letter of credit in an amount not to exceed an amount that is equal to sixty (60) Days of Shipper's payment obligations hereunder from a financial institution rated at least A- by S&P or at least A3 by Moody's in a form and substance

satisfactory to Gatherer;

(ii) cash collateral in an amount not to exceed an amount that is equal to sixty (60) Days of Shipper's payment obligations hereunder to be deposited in an escrow account as designated by Gatherer; Gatherer is hereby granted a security interest in and right of set-off against all cash collateral, which is or may hereafter be delivered or otherwise transferred to such escrow account in connection with this Agreement; or

(iii) a guaranty in an amount not to exceed an amount that is equal to sixty (60) Days of Shipper's payment obligations hereunder reasonably acceptable to Gatherer.

(b) The term of any security provided under this Section 13.6 shall be as reasonably determined by Gatherer, but it shall never exceed sixty (60) Days, after which the

34

security shall terminate (or in the case of cash collateral, be immediately returned by Gatherer to Shipper without further action by either Party). Nothing shall prohibit Gatherer, however, from requesting additional Adequate Assurance of Performance following the end of any such term, so long as the conditions triggering such a request under this Section 13.6 exist.

(c) Should Shipper fail to provide Adequate Assurance of Performance within five (5) Days after receipt of written demand for such assurance (which shall include reasonable particulars for the demand and documentation supporting the calculation of such amount demanded), then Gatherer shall have the right (notwithstanding any other provision of this Agreement) to suspend performance under this Agreement until such time as Shipper furnishes Adequate Assurance of Performance.

Section 13.7 Excused Performance. Gatherer will not be required to perform or continue to perform services hereunder, and Shipper shall not be obligated to deliver Dedicated Production to the Gathering System (or make any payments required under Section 5.1(d)(i) and Section 5.1(d)(ii)) in the event:

(a) the other Party has voluntarily filed for bankruptcy protection under any chapter of the United States Bankruptcy Code;

(b) the other Party is the subject of an involuntary petition of bankruptcy under any chapter of the United States Bankruptcy Code, and such involuntary petition has not been settled or otherwise dismissed within ninety (90) Days of such filing; or

(c) the other Party otherwise becomes insolvent, whether by an inability to meet its debts as they come due in the ordinary course of business or because its liabilities exceed its assets on a balance sheet test; and/or however such insolvency may otherwise be evidenced.

ARTICLE 14 FORCE MAJEURE

Section 14.1 Suspension of Obligations. In the event a Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make payments then or thereafter due hereunder, and such Party promptly gives notice and reasonably full particulars of such Force Majeure in writing to the other Party promptly after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as and to the extent that they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as reasonably possible be remedied with all reasonable dispatch by the Party claiming Force Majeure.

Section 14.2 Definition of Force Majeure. The term "*Force Majeure*" as used in this Agreement shall mean any cause or causes not reasonably within the control of the Party claiming suspension and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections, riots, epidemics, landslides, subsidence, lightning, earthquakes, fires, storms or storm warnings,

35

crevasses, floods, washouts, civil disturbances, explosions, breakage or accident to wells, machinery, equipment or lines of pipe, the necessity for testing or making repairs or alterations to wells, machinery, equipment or lines of pipe, freezing of wells, equipment or lines of pipe, inability of any Party hereto to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or government authorizations, any action or restraint by any Governmental Authority (so long as the Party claiming suspension has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by the claiming Party to comply with applicable laws, rules, regulations, or orders), and, in the case of Gatherer as the claiming party, any breach of any representation or warranty of Shipper or any failure by Shipper to perform any obligation of Shipper under that certain Contribution Agreement dated November 10, 2014, by and between Shipper and Gatherer.

Section 14.3 Settlement of Strikes and Lockouts. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the sole discretion of the Party having the difficulty.

Section 14.4 Payments for Production Delivered. Notwithstanding the foregoing, it is specifically understood and agreed by the Parties that an event of Force Majeure will in no way affect or terminate Shipper's obligation to make payment for quantities of Production delivered prior to such event of Force Majeure.

ARTICLE 15 INDEMNIFICATION

Section 15.1 Gatherer. Subject to the terms of this Agreement, including Section 18.8, Gatherer shall release, indemnify, defend, and hold harmless Shipper and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses

arising out of or relating to (i) the operations of Gatherer and (ii) any breach of this agreement by Gatherer.

Section 15.2 Shipper. Subject to the terms of this Agreement, including Section 18.8, Shipper shall release, indemnify, defend, and hold harmless Gatherer and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Shipper and (ii) any breach of this agreement by Shipper.

ARTICLE 16 CUSTODY AND TITLE

Section 16.1 Custody. As among the Parties, Shipper shall be in custody, control and possession of (i) Shipper's Production hereunder until such Production is delivered to the Receipt Points and (ii) the Delivery Point Gas and Liquid Hydrocarbons after they are delivered to Shipper at the Delivery Points, including any portion of any Delivery Point Gas which

36

accumulates as liquids. As among the Parties, Gatherer shall be in custody, control and possession of all Production in the Gathering System at all other times, including any portion thereof which accumulates as liquids. The Party having custody and control of Production under the terms of this Agreement shall be responsible for, and shall defend, indemnify, release and hold the other Party and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature for anything that may happen or arise with respect to such Production when such Production is in its custody and control, including losses resulting from any negligent acts or omissions of any indemnified party, but excluding any losses to the extent caused by or arising out of the negligence, gross negligence, or willful misconduct of the indemnified party.

Section 16.2 Shipper Warranty. Shipper represents and warrants that it owns, or has the right to deliver to the Gathering System, all Production delivered under this Agreement, free and clear of all liens, encumbrances and adverse claims. If the title to Production delivered by Shipper hereunder is disputed or is involved in any legal action, Gatherer shall have the right to cease receiving such Production, to the extent of the interest disputed or involved in legal action, during the pendency of the action or until title is freed from the dispute, or until Shipper furnishes, or causes to be furnished, indemnification to save Gatherer harmless from all claims arising out of the dispute or action, with surety acceptable to Gatherer. Shipper hereby indemnifies Gatherer against and holds Gatherer harmless from any and all claims and losses arising out of or related to any breach of the foregoing representation and warranty..

Section 16.3 Title. Title to all Production delivered under this Agreement, including all constituents thereof, shall remain with and in Shipper or its customers at all times; provided, however, title to Production used as Fuel and Lost and Unaccounted For Gas shall pass from Shipper or its customer to Gatherer immediately downstream of the Receipt Point. Title to Condensate that is recovered from Shipper's Gas in the Gathering System shall remain with Shipper. Title to water (i) that is removed from Shipper's Gas in Gatherer's dehydration facilities shall pass to Gatherer immediately downstream of the point of recovery, and (ii) that condenses from Shipper's Gas in the Gathering System shall pass to Gatherer immediately downstream of the Receipt Point.

ARTICLE 17 TAXES; ROYALTIES

Section 17.1 Taxes. Shipper shall pay or cause to be paid and agrees to hold Gatherer harmless as to the payment of all excise, gross production, severance, sales, occupation and all other Taxes, charges or impositions of every kind and character required by statute or by order of Governmental Authorities and levied against or with respect to Shipper's Production, Delivery Point Gas or the Services provided under this Agreement. Gatherer shall not become liable for such Taxes, unless designated to remit those Taxes on behalf of Shipper by any duly constituted jurisdictional agency having authority to impose such obligations on Gatherer, in which event the amount of such Taxes remitted on Shipper's behalf shall be (i) reimbursed by Shipper upon receipt of invoice, with corresponding documentation from Gatherer setting forth such payments, or (ii) deducted from amounts otherwise due Gatherer under this Agreement. Gatherer shall pay or cause to be paid all Taxes, charges and assessments of every kind and character required by statute or by order of Governmental Authorities with respect to the Gathering System. Except as

37

provided in Exhibit I attached hereto, neither Party shall be responsible nor liable for any Taxes or other statutory charges levied or assessed against the facilities of the other Party, including ad valorem tax (however assessed), used for the purpose of carrying out the provisions of this Agreement or against the net worth or capital stock of such Party.

Section 17.2 Royalties. As between the Parties, Shipper shall have the sole and exclusive obligation and liability for the payment of all Persons due any proceeds derived from Shipper's Production or Delivery Point Gas (including all constituents and products thereof) delivered under this Agreement, including royalties, overriding royalties, and similar interests, in accordance with the provisions of the leases or agreements creating those rights to proceeds. In no event will Gatherer have any obligation to those Persons due any of those proceeds of production attributable to any such Production (including all constituents and products thereof) delivered under this Agreement. Although Shipper shall retain title to Production as provided in this Section 16.3, Gatherer shall have the right to commingle Production delivered by Shipper with Third Party Production.

ARTICLE 18 MISCELLANEOUS

Section 18.1 Rights. The failure of either Party to exercise any right granted hereunder shall not impair nor be deemed a waiver of that Party's privilege of exercising that right at any subsequent time or times.

Section 18.2 Applicable Laws. This Agreement is subject to all valid present and future laws, regulations, rules and orders of Governmental Authorities now or hereafter having jurisdiction over the Parties, this Agreement, or the services performed or the facilities utilized under this Agreement. The Parties hereby agree that, in the event that (i) Gatherer's facilities, or any part thereof, become subject to regulation by the Federal Energy Regulatory Commission, or any successor agency thereto ("*FERC*"), or any other Governmental Authority of the rates, terms and conditions for service, (ii) Gatherer becomes obligated by FERC or any other Governmental Authority to provide Services or any portion thereof on an open access, nondiscriminatory basis as a result of Gatherer's execution, performance or continued performance of this Agreement or (iii) FERC or any other Governmental Authority seeks to modify any rates under, or terms or conditions of, this Agreement, then:

(a) to the maximum extent permitted by law, it is the intent of the Parties that the rates and terms and conditions established by the FERC Governmental Authority having jurisdiction shall not alter the rates or terms and conditions set forth in this Agreement, and the Parties agree to vigorously defend and support in good faith the enforceability of the rates and terms and conditions of this Agreement;

(b) in the event that FERC or the Governmental Authority having jurisdiction modifies the rates or terms and conditions set forth in this Agreement, the Parties hereby agree to negotiate in good faith to enter into such amendments to this Agreement and/or a separate arrangement in order to give effect, to the greatest extent possible, to the rates and other terms and conditions set forth herein; and

38

(c) in the event that the Parties are not successful in accomplishing the objectives set forth in (a) or (b) above such that the Parties are in substantially the same economic position as they were prior to any such regulation, then either Party may terminate this Agreement upon the delivery of written notice of termination to the other Party.

Section 18.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to choice of law principles.

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between the Parties arising out of this Agreement or the transactions contemplated hereby shall be in any state or federal court in City and County of Denver, Colorado, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts.

Section 18.4 Successors and Assigns.

(a) This Agreement shall extend to and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as set forth in Section 18.4(b) and Section 18.4(c), neither Party shall have the right to assign its respective rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (which such consent shall not be unreasonably withheld, conditioned or delayed), and any assignment or attempted assignment made otherwise than in accordance with this Section 18.4 shall be null and void *ab initio*.

(b) Notwithstanding the foregoing clause (a), Gatherer may perform all services under this Agreement itself using its own gathering, compression, and other facilities and/or perform any or all such services through third parties, in which case references herein to the Gathering System shall be deemed to be references to such facilities of the relevant third party.

(c) Notwithstanding the foregoing clause (a):

(i) Gatherer shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Shipper if such assignment is made to any Person to which the Gathering System or any part thereof has been or will be transferred that assumes in writing all of Gatherer's obligations hereunder (if applicable, to the extent that part of the Gathering System being transferred to such Person) and is (A) an Affiliate of Gatherer or (B) a Person to which the Gathering System has been or will be transferred who (1) hires (or retains, as applicable) operating personnel who are then operating the Gathering System (or has similarly experienced operating personnel itself), (2) has operated for at least two (2) years prior to such assignment systems similar to the Gathering System, or (3) contracts for the operation of the Gathering System with another Person that satisfies either of the foregoing conditions (1) or (2) in this clause (B), provided in the case of an assignment pursuant to this clause

39

(B), the assignee has creditworthiness as reasonably determined by Shipper that is equal to the higher of Gatherer's creditworthiness as of the Effective Date and Gatherer's creditworthiness as of the date of the assignment.

(ii) Gatherer shall have the right to grant a security interest in this Agreement to a lender or other debt provider (or trustee or agent on behalf of such lender) of Gatherer.

(iii) Shipper shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Gatherer, to any Person to which it sells, assigns, or otherwise transfers all or any portion of the Dedicated Properties and who (A) who assumes in writing all of Shipper's obligations hereunder (if applicable, to the extent of the Dedicated Properties being transferred to such Person) and (B) whose credit rating is equal to or greater than the greater of Shipper's credit rating as of the Effective Date and Shipper's credit rating as of the date of the assignment.

(d) Upon an assignment by Gatherer in accordance with Section 18.4(c)(i)(B) Gatherer shall be released from its obligations under this Agreement to the extent of such assignment. Upon an assignment by Shipper in accordance with Section 18.4(c)(ii), Shipper shall be released from its obligations under this Agreement to the extent of such assignment.

Section 18.5 Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, then (i) such provision shall be deemed inoperative to the extent it is deemed void or unenforceable, (ii) the Parties agree to enter into such amendments to this Agreement in order to give effect, to the greatest extent legally possible, to the provision that is determined to be void or unenforceable and (iii) the other provisions of this Agreement in all other respects shall remain in full force and effect and binding and enforceable to the maximum extent permitted by law; provided, however, that in the event that a material term under this Agreement is so modified, the Parties will, timely and in good faith, negotiate to revise and amend this Agreement in a manner which preserves, as closely as possible, each Party's business and economic objectives as expressed by the Agreement prior to such modification.

Section 18.6 Confidentiality.

(a) Confidentiality. Except as otherwise provided in this Section 18.6, each Party agrees that it shall maintain all terms and conditions of this Agreement, and all information disclosed to it by the other Party or obtained by it in the performance of this Agreement and relating to the other Party's business (including Development Plans, Gathering System Plans, and all data relating to the production of Shipper, including well data, production volumes, volumes gathered, transported, or compressed, and gas quality) (collectively, "Confidential Information") in strictest confidence, and that it shall not cause or permit disclosure of this Agreement or its existence or any provisions contained herein without the express written consent of the other Party.

(b) Permitted Disclosures. Notwithstanding Section 18.6(a) disclosures of any Confidential Information may be made by either Party (i) to the extent necessary for such Party to enforce its rights hereunder against the other Party; (ii) to the extent to which a Party is

40

required to disclose all or part of this Agreement by a statute or by the order or rule of a Governmental Authority exercising jurisdiction over the subject matter hereof, by order, by regulations, or by other compulsory process (including deposition, subpoena, interrogatory, or request for production of documents); (iii) to the extent required by the applicable regulations of a securities or commodities exchange; (iv) to a third person in connection with a proposed sale or other transfer of a Party's interest in this Agreement, provided such third person agrees in writing to be bound by the terms of this Section 18.6; (v) to its own directors, officers, employees, agents and representatives; (vi) to an Affiliate; (vii) to financial advisors, attorneys, and banks, provided that such Persons are subject to a confidentiality undertaking consistent with this Section 18.6(b), or (viii) except for information disclosed pursuant to Article 3 of this Agreement, to a royalty, overriding royalty, net profits or similar owner burdening Dedicated Production, provided such royalty, overriding royalty, net profits or similar owner, agrees in writing to be bound by the terms of this Section 18.6.

(c) Notification. If either Party is or becomes aware of a fact, obligation, or circumstance that has resulted or may result in a disclosure of any of the terms and conditions of this Agreement authorized by Section 18.6(b)(ii) or (iii), it shall so notify in writing the other Party promptly and shall provide documentation or an explanation of such disclosure as soon as it is available.

(d) Party Responsibility. Each Party shall be deemed solely responsible and liable for the actions of its directors, officers, employees, agents, representatives and Affiliates for maintaining the confidentiality commitments of this Section 18.6.

(e) Public Announcements. The Parties agree that prior to making any public announcement or statement with respect to this Agreement or the transaction represented herein permitted under this Section 18.6, the Party desiring to make such public announcement or statement shall provide the other Party with a copy of the proposed announcement or statement prior to the intended release date of such announcement. The other Party shall thereafter consult with the Party desiring to make the release, and the Parties shall exercise their reasonable best efforts to (i) agree upon the text of a joint public announcement or statement to be made by both such Parties or (ii) in the case of a statement to be made solely by one Party, obtain approval of the other Party to the text of a public announcement or statement. Nothing contained in this Section 18.6 shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to this Agreement or the transaction represented herein to any Governmental Authority to the extent required by applicable law or necessary to comply with disclosure requirements of the Securities and Exchange Commission, New York Stock Exchange, or any other regulated stock exchange.

(f) Survival. The provisions of this Section 18.6 shall survive any expiration or termination of this Agreement; provided that other than with respect to information disclosed pursuant to Article 3, as to which such provisions shall survive indefinitely, such provisions shall survive only a period of one (1) year.

Section 18.7 Entire Agreement, Amendments and Waiver. This Agreement, including all exhibits hereto, integrates the entire understanding between the Parties with respect to the subject matter covered and supersedes all prior understandings, drafts, discussions, or statements,

41

whether oral or in writing, expressed or implied, dealing with the same subject matter. This Agreement may not be amended or modified in any manner except by a written document signed by the Parties that expressly amends this Agreement. No waiver by either Party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

Section 18.8 Limitation of Liability. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.**

Section 18.9 Headings. The headings and captions in this Agreement have been inserted for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

Section 18.10 Rights and Remedies. Except as otherwise provided in this Agreement, each Party reserves to itself all rights, counterclaims, other remedies and defenses that such Party is or may be entitled to arising from or out of this Agreement or as otherwise provided by law.

Section 18.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust, fiduciary or partnership duty, obligation or liability on or with regard to either Party.

Section 18.12 Rules of Construction. In construing this Agreement, the following principles shall be followed:

(a) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement;

- (b) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;
- (c) the word “includes” and its syntactical variants mean “includes, but is not limited to,” “includes without limitation” and corresponding syntactical variant expressions;
- (d) the plural shall be deemed to include the singular and vice versa, as applicable; and

- (e) references to Section shall be references to Sections of this Agreement.

Section 18.13 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and shall not inure to the benefit of any other Person whomsoever or whatsoever, it being the intention of the Parties that no third Person shall be deemed a third party beneficiary of this Agreement.

Section 18.14 Further Assurances. Each Party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Agreement.

Section 18.15 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

Section 18.16 Memorandum of Agreement. Contemporaneously with the execution of this Agreement, the Parties shall execute, acknowledge, deliver and record a “short form” memorandum of this Agreement in the form of Exhibit J attached hereto (as modified, including by the addition of any required property descriptions, required by local law and practice to put such Memorandum of record and put third parties on notice of this Agreement), which shall be placed of record in each state and county in which the currently-existing Dedicated Properties are located. Further such memoranda shall be executed and delivered by Shipper as Gatherer from time to time requests to evidence the dedication of additional areas or Oil and Gas Interests under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

ANTERO RESOURCES CORPORATION

By: _____
 Name: _____
 Title: _____

ANTERO MIDSTREAM LLC

By: _____
 Name: _____
 Title: _____

*Gathering and Compression Agreement
 Signature Page*

EXHIBIT A

EXCLUDED WELLS

All gathering to Bluestone and ExCo vertical wells and all gathering to Davis Well and McKinley 1 & 2 H Wells.

EXHIBIT B

PLANNED GAS DELIVERY POINTS

Low Pressure Delivery Points

West Virginia

1. Antero Mountain Compressor Station (1)
2. Antero Pennington Compressor Station (2)

3. Antero Middlebourne Compressor Station(3)
4. Antero North Canton Compressor Station(4)
5. Antero White Oak Compressor Station
6. Crestwood Appalachia Pipeline LLC (Crestwood) West Union Compressor Station
7. Crestwood Victoria Compressor Station

Ohio

1. E2 Crum Compressor Station(5)
2. E2 Miller Compressor Station(6)
3. E2 Appalachian Compression, LLC, (E2) Upper Hill Compressor Station
4. E2 Batesville Compressor Station
5. E2 Reusser Compressor Station

-
- (1) Planned
 - (2) Under construction
 - (3) Planned
 - (4) Planned
 - (5) Under construction
 - (6) Under construction

High Pressure Delivery Points

West Virginia

Receipt Points	Delivery Points
Antero Mountain Compressor Station	MarkWest Sherwood Plant
Antero Middlebourne Compressor Station	Magnum Hunter or MarkWest Sherwood Plant
Antero North Canton Compressor Station	Summit Pike Fork lateral
Antero White Oak Compressor Station	MarkWest Sherwood Plant
Crestwood West Union Compressor Station	MarkWest Sherwood Plant
Crestwood Victoria Compressor Station	Summit Pike Fork lateral
Antero New Milton Compressor Station	MarkWest Sherwood Gas Processing Plant
EXLP Operating LLC Pike Fork Compressor	Columbia Gas Transmission

Ohio

Receipt Points	Delivery Points
Antero Sanford well gathering line	Dominion East Ohio
E2 Crum Compressor Station	MarkWest Seneca Plant
E2 Miller Compressor Station	MarkWest Seneca Plant
E2 Upper Hill Compressor Station	MarkWest Seneca Plant
E2 Batesville Compressor Station	MarkWest Seneca Plant
E2 Reusser Compressor Station	MarkWest Seneca Plant

Liquid Hydrocarbons Receipt and Delivery Points

Receipt Points	Delivery Points
Robert Pad, Ardith Pad, Miley Pad, Rich Pad, Wayne Pad, Myron Pad, Cynthia Pad, Smierciak Pad, Justice Pad	E2 Upper Hill Stabilizer
Roe Pad, Ervin Pad, J.R. Tyler Pad, Price Pad, Schultz Pad	E2 Batesville Station
Krupa Pad, Bond Pad, Roosen Pad, Bates Pad	E2Crum Stabilizer

Any Low Pressure and High Pressure Gathering Systems gathering Gas from Shipper in the following counties and states:

Washington, PA;

Doddridge, WV;

Harrison, WV;

Tyler, WV;

Ritchie, WV;

Noble, OH;

Monroe, OH;

Guernsey, OH; and

Belmont, OH,

excluding facilities owned by Summit, Crestwood, ETC, M3, EQT, and MarkWest.

1

EXHIBIT D

INITIAL DEVELOPMENT PLAN

[attached]

1

EXHIBIT E

CONFLICTING DEDICATIONS

1. Second Amended and Restated Gas Gathering Agreement between Shipper and M3 Appalachia Gathering, LLC, dated July 1, 2013
2. Gathering and Compression Agreement between Shipper and Crestwood Marcellus Midstream LLC dated effective as of January 1, 2012.
3. Gas Gathering Agreement between Shipper and ETC Northeast Pipeline, LLC, dated January 1, 2010, as amended through the Effective Date.

1

EXHIBIT F

INITIAL GATHERING SYSTEM PLAN

[attached]

1

EXHIBIT G

FORM OF CONNECTION NOTICE

Antero Midstream LLC
1615 Wynkoop Street
Denver, Colorado 80202

Re: Gathering and Compression Agreement dated November 10, 2014, between Antero Resources Corporation and Antero Midstream LLC
(the "*Gathering Agreement*")

Ladies and Gentlemen:

This is a Connection Notice for purposes of the Gathering Agreement. Capitalized terms used but not defined in this Connection Notice have the meanings given such terms in the Gathering Agreement.

Gatherer is hereby notified that Shipper is planning to drill and complete the Planned Wells at the Planned Well Pads by the Target Completion Dates, in each case as set forth below:

Very truly yours,

ANTERO RESOURCES CORPORATION

By: _____

Name: _____

Title: _____

1

EXHIBIT H

DEEMED CONNECTION NOTICES

[attached]

1

EXHIBIT I

COST OF SERVICE FEE

The Monthly Cost of Service Fee shall be calculated separately for each CS Facility for each Contract Year or, in the case of a CS Facility that is placed into service or acquired during a Contract Year, for the period from the first Day of the Month following the Month in which such CS Facility is placed into service or acquired through the end of such Contract Year, and for each Contract Year thereafter. The Cost of Service Fees for all CS Facilities for each Month shall be summed to result in the total Cost of Service Fee payable for such Month. The Monthly Cost of Service Fee for each Contract Year (or portion thereof, if applicable) for each CS Facility is determined as follows:

Monthly Capex Fee + Monthly O&M Fee = Monthly Cost of Service Fee.

The "**Monthly Capex Fee**" for each CS Facility is an amount equal to the product of (i) the amount that, if paid to Gatherer with respect to each Month remaining in the Recovery Term for such CS Facility, when taken together with all Prior Capex Fees paid to Gatherer for such CS Facility, would result in Gatherer recovering all of Gatherer's capital expenditures for such CS Facility (including the cost of acquisition of such CS Facility from Shipper, if applicable) over a period of 84 Months commencing with the placement in service or acquisition of such CS Facility (the "**Recovery Term**"), with a return on capital invested of 13% per annum. "**Prior Capex Fees**" means, with respect to any Contract Year and any CS Facility, the aggregate of the Monthly Capex Fees with respect to such CS Facility paid in all prior Contract Years. For purposes of determining the Monthly Capex Fee for any CS Facility, if such CS Facility is specified or sized to gather, compress, or otherwise handle volumes of Production in excess of those volumes of Dedicated Production projected in the Development Plan to be put through such CS Facility, only such portion of such capital expenditures that would be required to build facilities specified and sized to gather, compress, or otherwise the volumes of Dedicated Production projected in the Development Plan to be put through such CS Facility shall be considered.

The "**Monthly O&M Fee**" for any Contract Year (or portion thereof, if applicable) is an amount equal to:

- (i) the sum of:
 - (a) the operations and maintenance costs and expenses, including the costs and expenses of repairs and replacements in kind, that Gatherer estimates it will incur with respect to the CS Facility during such Contract Year (or such portion thereof, if applicable); plus
 - (b) the O&M True Up Amount, if any,
- (ii) divided by 12 (or by the number of Months in such portion of such Contract Year, if applicable).

1

The "**O&M True Up Amount**" means, with respect to any Contract Year (or portion thereof, if applicable) and any CS Facility,

- (i) the positive or negative difference resulting from the following calculation:
 - (a) the actual operations and maintenance costs and expenses, including the costs and expenses of repairs and replacements in kind, incurred by Gatherer in the immediately prior Contract Year with respect to such CS Facility;

Minus

 - (b) the sum of the aggregate Monthly O&M Fees paid to Gatherer with respect to such CS Facility with respect to the immediately prior Contract Year,

(ii) plus 13% per annum.

The Monthly O&M Fee includes Gatherer's allocation to the CS Facility of Gatherer's overhead and general and administrative expenses together with Taxes payable by Gatherer with respect to the CS Facility or the Services performed in connection with the CS Facility (but excluding in any event Gatherer's income taxes), to the extent not otherwise paid or reimbursed by Shipper pursuant to this Agreement. For purposes of determining the Monthly O&M Fee for any CS Facility, if such CS Facility also used to gather, compress, or otherwise handle Third Party Production, only the portion of such operating expenses that are fairly allocable to gathering Dedicated Production shall be considered.

EXHIBIT J

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF GATHERING AGREEMENT (this "Memorandum") is entered into effective [], 201[] (the "Effective Date"), by and between **ANTERO RESOURCES CORPORATION** ("Shipper"), with an address of 1615 Wynkoop Street, Denver, Colorado 80202, and **ANTERO MIDSTREAM LLC**, with an address of 1615 Wynkoop Street, Denver, Colorado 80202 ("Gatherer").

WHEREAS, Shipper and Gatherer entered into that certain Gathering and Compression Agreement effective November 10, 2014 (the "Agreement"), pursuant to which Gatherer will provide certain gathering and other services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Agreement; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of [counties/states], to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice. Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 through 3 below.
2. Dedication. Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, (a) Shipper has exclusively dedicated and committed to deliver to Gatherer, as and when produced, all Production produced on or after the date of the Agreement that is attributable to the Oil and Gas Interests now owned or hereafter acquired by Shipper and located wholly or partly within the states of Pennsylvania, West Virginia, and Ohio, and certain other areas, or on lands pooled, unitized or communitized wholly or partly within any portion of the Dedication Area (the "Dedicated Properties"), together with all Production attributable to third parties that is produced from a Well located on the Dedicated Properties, which Production Shipper has the right to control and deliver for gathering ("Dedicated Production"), for gathering through the Gathering System under the Agreement, and (b) Shipper agrees not to deliver any Dedicated Production to any other gathering system (the foregoing dedication and commitment being herein referred to as the "Dedication").
3. Covenant Running with the Land. So long as the Agreement is in effect, Dedication shall be a covenant running with the land and, subject to the exceptions and reservations set forth in the Agreement, (a) in the event Shipper sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dedicated Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state, and (b) in the event Gatherer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Gathering

System, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state.

4. No Amendment to Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way.

IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the Day first above written.

ANTERO MIDSTREAM LLC

By: _____
Name: _____
Title: _____

ANTERO RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF COLORADO §
CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Midstream LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public in and for

Printed or Typed Name of Notary

STATE OF COLORADO §
CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Resources Corporation, a Delaware corporation, on behalf of said entity.

Notary Public in and for

Printed or Typed Name of Notary

EXHIBIT D

FORM OF ROFO AGREEMENT

[attached.]

RIGHT OF FIRST OFFER AGREEMENT

BY AND BETWEEN

ANTERO RESOURCES CORPORATION

AND

ANTERO MIDSTREAM LLC

DATED AS OF

[_____], 2014

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	DEDICATION	4
Section 2.1	Dedication	4
Section 2.2	Conflicting Dedications	4
Section 2.3	Reservations	4
Section 2.4	Covenant Running with the Land	4
ARTICLE 3	RIGHT OF FIRST OFFER	5
Section 3.1	Bid Request	5
Section 3.2	Bid; Bid Award	6
Section 3.3	Accepted Bid	7
Section 3.4	Accepted Third Party Bid	8
Section 3.5	Midstream Rights Unaffected	9

ARTICLE 4	TERM	9
Section 4.1	Term	9
ARTICLE 5	NOTICES	9
Section 5.1	Notices	9
ARTICLE 6	MISCELLANEOUS	10
Section 6.1	Rights	10
Section 6.2	Applicable Laws	10
Section 6.3	Governing Law; Jurisdiction	11
Section 6.4	Successors and Assigns	11
Section 6.5	Severability	12
Section 6.6	Confidentiality	12
Section 6.7	Entire Agreement, Amendments and Waiver	13
Section 6.8	Limitation of Liability	13
Section 6.9	Headings	14
Section 6.10	Rights and Remedies	14
Section 6.11	No Partnership	14
Section 6.12	Rules of Construction	14
Section 6.13	No Third Party Beneficiaries	14
Section 6.14	Further Assurances	14
Section 6.15	Counterpart Execution	14
Section 6.16	Memorandum of Agreement	14
Exhibit A	Conflicting Dedications	
Exhibit B	Memorandum of Agreement	
Exhibit C	Form of Gas Processing Agreement	

RIGHT OF FIRST OFFER AGREEMENT

This Right of First Offer Agreement (this “*Agreement*”), dated as of [], 2014 (the “*Effective Date*”), is by and between **ANTERO RESOURCES CORPORATION**, a Delaware corporation (“*Producer*”), and **ANTERO MIDSTREAM LLC**, a Delaware limited liability company (“*Midstream*”). *Producer* and *Midstream* may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

- A. *Producer* owns Oil and Gas Interests and intends to produce Gas (and/or liquid hydrocarbons) from wells on such Oil and Gas Interests.
- B. *Producer* and *Midstream* desire that *Midstream* should have certain rights to provide Services in respect of *Producer* Gas as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement shall have the respective meanings given to such terms set forth below.

Accepted Midstream Bid. As defined in Section 3.2(c).

Accepted Third Party Bid. As defined in Section 3.2(c).

Acquired Facility. As defined in Section 3.1(a).

Affiliate. Any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. ***Affiliated*** shall have the correlative meaning. The term “control” (including its derivatives and similar terms) shall mean possessing the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Notwithstanding the foregoing, any Person shall be deemed to control any specified Person if such Person owns fifty percent (50%) or more of the voting securities of the specified Person, or if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common control.

Agreement. As defined in the preamble hereof.

Bid. As defined in Section 3.2(a).

Bid Request. As defined in Section 3.1(a).

Confidential Information. As defined in Section 6.6(a).

Conflicting Dedication. Any processing agreement or other commitment or arrangement that would require Services to be provided with respect to *Producer* Gas by any Person other than *Midstream*.

Cubic Foot. The volume of Gas in one cubic foot of space at a standard pressure and temperature base of 14.73 pounds per square inch absolute and 60 degrees Fahrenheit, respectively.

Day. A period commencing at 10:00 a.m., Eastern Standard Time, on a calendar day and ending at 10:00 a.m., Eastern Standard Time, on the next succeeding calendar day.

Dedication Area. As defined in Section 3.1(a)(vi).

Delivery Fee. As defined in Section 3.2(a)(iv).

Effective Date. As defined in the preamble of this Agreement.

Fair Market Value. With respect to any asset, the price that would be paid by a willing buyer of such asset to a willing seller, as determined by an independent nationally known investment banking firm selected by Midstream and reasonably acceptable to Producer.

Fee. Any of the Processing Fee, Fractionation Fee, Marketing Fee or Delivery Fee, as the context may require.

Firm Capacity. The volume of Producer's Gas that is to be entitled to Services that are accorded the highest priority with respect to capacity allocations, interruptions, or curtailments.

Fractionated Products. Finished liquid products fractionated from an undifferentiated stream of Plant Products, including ethane, propane, isobutane, normal butane and natural gasoline.

Fractionation Fee. As defined in Section 3.2(a)(iv).

Gas. Any mixture of gaseous hydrocarbons, consisting essentially of methane and heavier hydrocarbons and inert and noncombustible gases, that is extracted from beneath the surface of the earth.

Governmental Authority. Any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

Marketing Fee. As defined in Section 3.2(a)(iv).

Mcf. One thousand (1,000) Cubic Feet.

2

MMcf. One million (1,000,000) Cubic Feet.

Midstream. As defined in the preamble of this Agreement.

Month. A period commencing at 10:00 a.m., Eastern Standard Time, on the first Day of a calendar month and extending until 10:00 a.m., Eastern Standard Time, on the first Day of the next succeeding calendar month.

New Services. As defined in Section 3.1(a).

Oil and Gas Interests. Oil and gas leasehold interests and oil and gas mineral fee interests, including working interests, overriding royalty interests, net profits interests, carried interests, and similar rights and interests.

Parties. As defined in the preamble of this Agreement.

Party. As defined in the preamble of this Agreement.

Person. An individual, a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization, or any other entity or organization, including a Governmental Authority.

Plant Products. Propane, ethane, iso-butane, normal butane, iso-pentane, normal pentane, hexanes plus, any other liquid hydrocarbon product except for a liquefied methane product, or any mixtures thereof, and any incidental methane and incidental ethane included in any such plant products, which are separated, extracted, recovered or condensed, and saved, from Producer Gas.

Processing Agreement. A gas processing and fractionation agreement in substantially the form set forth in Exhibit C to this Agreement, completed as set forth in Section 3.3(a)(i)(A) or Section 3.4(a).

Processing Fee. As defined in Section 3.2(a)(iii).

Processing Services. The processing of Producer Gas for the removal of Plant Products and the delivery of the resulting residue Gas and Plant Products to or for the account of Producer.

Producer. As defined in the preamble of this Agreement.

Producer Gas. All Gas that Producer has the right to control and deliver for processing.

Services. (i) The Processing Services; (ii) the fractionation of Plant Products; (iii) the transportation of Plant Products and/or the exchange of Plant Products for Fractionated Products; and (iv) the marketing and delivery of Fractionated Products.

Services Agreement. Any Processing Agreement or any other agreement entered into in accordance with this Agreement for the provision of any Services.

Third Party Bid. As defined in Section 3.1(c).

Third Party Bidder. As defined in Section 3.1(c).

Withdrawn Bid Request. As defined in Section 3.2(c).

ARTICLE 2 DEDICATION

Section 2.1 Dedication. Subject to Section 2.2 through Section 2.4, Producer covenants and commits not to obtain any Services in respect of Producer Gas from any third party.

Section 2.2 Conflicting Dedications. Producer shall have the right to comply with each of the Conflicting Dedications set forth in Exhibit A and any other Conflicting Dedication (a) entered into by a non-Affiliated predecessor-in-interest to Producer that is applicable as of the date of acquisition thereof to any Oil and Gas Interests acquired by Producer or its Affiliates after the Effective Date (but not any entered into in connection with such acquisition) or (b) entered into pursuant to a Third Party Bid in accordance with Section 3.4; provided, however, that Producer shall have the right to comply with Conflicting Dedications only until the first Day of the Month following the termination of such Conflicting Dedication and shall not take any voluntary action (including the exercise of any right to extend) to extend the term of such Conflicting Dedication beyond the minimum term provided for in the document evidencing such Conflicting Dedication. Producer represents that, except as set forth in Exhibit A, Producer Gas is not as of the Effective Date subject to any Conflicting Dedication. If Producer Gas produced from a well on a well pad is subject to a Conflicting Dedication that Producer has the right to comply with under this Section 2.2, Producer has the right, in complying with such Conflicting Dedication, to deliver all Producer Gas from such well pad in accordance with the Conflicting Dedication, even if all wells on such well pad are not subject to such Conflicting Dedication.

Section 2.3 Reservations. Producer reserves the following rights with respect to Producer Gas for itself and for the operator of the properties covered by Producer's Oil and Gas Interests: (a) to operate wells producing Producer Gas as a reasonably prudent operator in its sole discretion, including the right, but never the obligation, to drill new wells, to repair and rework old wells, to renew or extend, in whole or in part, any Oil and Gas Interest, and to cease production from or abandon any well or surrender any such Oil and Gas Interest, in whole or in part, when no longer deemed by Producer to be capable of producing Gas in paying quantities under normal methods of operation; (b) to use Producer Gas for operations (including reservoir pressure maintenance and drilling or fractionation fuel); (c) to deliver or furnish to Producer's lessors and holders of other existing similar burdens on production such Gas and other production as is required to satisfy the terms of the applicable leases or other applicable instruments; and (d) to pool, communitize, or unitize Producer's Oil and Gas Interests with respect to Producer Gas, provided that Producer's share of Gas produced from such pooled, communitized, or unitized Oil and Gas Interests shall be committed and dedicated to this Agreement.

Section 2.4 Covenant Running with the Land. The covenant and commitment made by Producer under this Article 2 is a covenant running with the land. For the avoidance of doubt, in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all

of its interest in any property covered by any Oil and Gas Interest, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state. Notwithstanding the foregoing, Producer shall be permitted to sell, transfer, convey, assign, grant, or otherwise dispose of any property free of the covenant and commitment made under this Article 2 in a sale or other disposition involving a number of net acres covered by any Oil and Gas Interest that, when added to the total of net acres covered by any Oil and Gas Interest theretofore and, where applicable, simultaneously disposed of free of dedication hereunder pursuant to this Section 2.4, does not exceed the aggregate number of net acres covered by any Oil and Gas Interest acquired by Producer after the Effective Date. At the request of Midstream, the Parties shall execute and record an amendment to the memorandum of this Agreement previously entered into, as provided in Section 6.16, to reflect any such addition to or release of acreage.

ARTICLE 3 RIGHT OF FIRST OFFER

Section 3.1 Bid Request.

(a) Subject to Section 2.2 through Section 2.3, if Producer requires any Services in respect of any Producer Gas that are not the subject of a Services Agreement then in effect and are not otherwise already being provided by Midstream ("*New Services*"), including any such New Services to be provided through any existing facility acquired or proposed to be acquired by Producer (an "*Acquired Facility*"), Producer shall promptly (and, in the case of the acquisition of any Acquired Facility, on or before the 10th Day after the acquisition of such Acquired Facility) provide notice to Midstream of such desired New Services, which notice (the "*Bid Request*") shall include, to the extent applicable:

- (i) confirmation that the New Services include all Services with respect to Producer Gas produced from the Dedication Area described in the Bid Request, or a description of any Conflicting Dedication and the Services being excluded from the Bid Request as a result of such Conflicting Dedication;
- (ii) a description of the initial required delivery points to which Producer's residue Gas is to be redelivered to Producer (including any existing delivery points to which residue Gas is to be delivered from the Acquired Facility);
- (iii) Producer's required Firm Capacity in MMcf per Day;
- (iv) in the case of an Acquired Facility, a reasonable description of the Acquired Facility and the price paid or proposed to be paid by Producer for the Acquired Facility, including any liabilities assumed by Producer, and details of any third party contracts for processing at the Acquired Facility;
- (v) a description of any new facilities Producer desires, including the capacity thereof;

(vi) a description of the area that will constitute the “Dedication Area” for purposes of any Processing Agreement or other Services Agreement entered into pursuant to such Bid Request with respect to the New Services (the “*Dedication Area*”);

(vii) the Oil and Gas Interests located in the Dedication Area with respect to which the New Services are required, including a description of any existing wells and a proposed development plan for the wells to be drilled on such Oil and Gas Interests during the period of at least 18 Months after such notice, including production forecasts for all such wells; and

(viii) if the New Services do not include Processing Services, a form of Services Agreement covering the New Services.

(b) Notwithstanding Section 3.1(a), if from time to time any Processing Agreement is in effect, Producer shall not be required to issue a Bid Request in connection with any desired expansion of the Processing Plant (as defined in such Processing Agreement) to provide Increased Capacity (as defined in such Processing Agreement).

(c) Concurrently with or following its delivery of a Bid Request to Midstream, Producer may seek bids from third parties (each, a “*Third Party Bidder*”, and each bid received from a Third Party Bidder a “*Third Party Bid*”) to provide the New Services set forth in the Bid Request on the same terms and conditions as are set forth in the Bid Request (which, if the New Services include Processing Services, shall be substantially the terms and conditions set forth in the Processing Agreement or, if the New Services do not include Processing Services, shall be substantially the terms and conditions set forth in the form of Services Agreement delivered by Producer with the relevant Bid Request). Any such Third Party Bid shall only be considered if it is received by Producer on or before the 30th Day after Midstream’s receipt of the Bid Request, and only if such Third Party Bid (i) includes itemized fees for each of the New Services that are the subject of the Bid Request, as well as details of all other proposed charges and costs applicable to such Third Party Bid, and (ii) does not propose any changes to the Processing Agreement or proposed form of Services Agreement (as applicable).

Section 3.2 Bid; Bid Award.

(a) If Midstream desires to provide any or all of the New Services set forth in a Bid Request, Midstream shall deliver a notice on or before the 30th Day after such Bid Request, which notice (the “*Bid*”) shall include, in each case on the basis that such New Services shall be provided on substantially the terms and conditions set forth in the Processing Agreement or, if the New Services do not include Processing Services, the form of Services Agreement included in the Bid Request:

(i) confirmation as to whether Midstream desires to provide the New Services, including to acquire the Acquired Facility from Producer, or construct and operate the required new facilities, as applicable;

(ii) in each case, the scope of the New Services Midstream would be willing to provide (upon completion of the acquisition of the Acquired Facility or construction of the new facilities, if applicable);

(iii) if the Services Midstream would be willing to provide include Processing Services, Midstream’s proposed processing fee per Mcf (the “*Processing Fee*”); and

(iv) if the Services Midstream would be willing to provide include fractionation services, Midstream’s proposed (A) fractionation fee per gallon of Plant Products to be exchanged for Fractionated Products (the “*Fractionation Fee*”), (B) delivery fee per gallon of Plant Products (the “*Delivery Fee*”), and (C) marketing fee per gallon of Plant Products (the “*Marketing Fee*”).

(b) Producer shall provide copies of all Third Party Bids to Midstream within 5 Days of receipt. On or before the 45th Day after Midstream’s receipt of the Bid Request, Midstream may submit to Producer a revised Bid in respect of all or any portion of the original Bid.

(c) On or before the 60th Day after a Bid Request, Producer shall inform Midstream, with respect to each of the New Services requested in the Bid Request, that (i) it is accepting Midstream’s Bid for such Service (such Bid, as it relates to Services for which such Bid was accepted, an “*Accepted Midstream Bid*”), (ii) it is accepting a Third Party Bid for such Service on the basis that the Fee proposed in such Third Party Bid for such Service was lower than the Fee proposed in Midstream’s Bid for such Service or on the basis that Midstream did not deliver a Bid or propose a Fee for such Service (such Third Party Bid, as it relates to Services for which such Third Party Bid was accepted, an “*Accepted Third Party Bid*”), or (iii) it has elected not to acquire such Service and not to carry out such Service itself and is accordingly withdrawing the Bid Request with respect to such Services (such Bid Request, as it relates to Services with respect to which it is being withdrawn, a “*Withdrawn Bid Request*”). For purposes of the foregoing, each New Service covered by each Bid and also covered by a Third Party Bid shall be evaluated separately, and awarded separately, based on the Fee for such Service stated in such Bid and such Third Party Bid.

Section 3.3 Accepted Bid.

(a) Upon a Bid becoming an Accepted Midstream Bid:

(i) if the Services to which the Accepted Midstream Bid relates include Processing Services:

(A) the Parties shall promptly execute and deliver to each other a Processing Agreement in respect of such Services, completed based upon the Accepted Bid, with such changes or modifications as shall be agreed by the Parties, and:

(1) depending upon the Services the subject of the Accepted Bid: the Processing Fees (as defined in the

Processing Agreement) shall be the Processing Fees set forth in the Accepted Bid (if applicable), the Fractionation Fees (as defined in the Processing Agreement) shall be the Fractionation Fees set forth in the Accepted Bid (if applicable), the Delivery Fees (as defined in the Processing Agreement) shall be the Delivery Fees set forth in the Accepted Bid (if applicable) and the Marketing Fees (as defined in the Processing Agreement) shall be the Marketing Fees set forth in the Accepted Bid (if applicable);

(2) the Dedication Area described in the Bid Request shall be the Dedication Area for purposes of the Processing Agreement;

(3) in the case of a Bid Request relating to an Acquired Facility, the Processing Agreement shall be revised to the extent reasonably necessary to take account of the Services being provided at an existing processing facility rather than a newly-built facility;

(B) in the case of a Bid Request relating to an Acquired Facility, Producer shall as soon as reasonably practicable transfer to Midstream the Acquired Facility and all appurtenant equipment and facilities, as well as any third party contracts for Services at such Acquired Facility;

(ii) if the Services to which the Accepted Midstream Bid relates do not include Processing Services, the Parties shall promptly negotiate, execute and deliver to each other a Services Agreement in respect of such Services in the form provided by Producer in the Bid Request, completed based on the Accepted Midstream Bid, with such changes or modifications as shall be agreed by the Parties or, if no such form was required to be provided in the Bid Request, such form as shall be agreed by the Parties.

(b) In respect of any Acquired Facility, Producer shall use reasonable efforts to cause the transaction documents for the acquisition thereof to state a separate purchase price (and separately state any assumed liabilities) for such Acquired Facility. If, pursuant to Section 3.3(a), Midstream is to acquire from Producer an Acquired Facility, such acquisition shall be made at the same price at which the Acquired Facility was acquired by Producer, including the assumption of any liabilities with respect thereto assumed by Producer. If the transaction documents for Producer's acquisition of the Acquired Facility did not state a separate purchase price for the Acquired Facility, the purchase price to be paid by Midstream to Producer for the Acquired Facility shall be equal to the Fair Market Value of the Acquired Facility, and Midstream shall assume all liabilities in respect of the Acquired Facility to the extent arising from the ownership and operation of the Acquired Facility and/or any occurrence from and after the closing of the purchase of the Acquired Facility by Midstream.

Section 3.4 Accepted Third Party Bid. With respect to any Services requested in a Bid Request as to which a Third Party Bid is accepted as provided in Section 3.2(c) above, Producer shall be entitled, for a period of 90 days after such Third Party Bid is accepted, (a) to enter into a Processing Agreement or a Services Agreement in the form provided by Producer in the Bid

8

Request (or, if no such form was required to be provided in the Bid Request, such form as shall be agreed by Producer and the Third Party Bidder), in either case completed based on the Accepted Third Party Bid, for Fees that are no more than the Fees proposed in such Accepted Third Party Bid, in which case such Processing Agreement or Services Agreement shall constitute a Conflicting Dedication, and (b) if such Bid Request related to an Acquired Facility, transfer to the Third Party Bidder the Acquired Facility and all appurtenant equipment and facilities, as well as any third party contracts for Services at such Acquired, on the same basis as the Acquired Facility would have been required to be transferred to Midstream pursuant to Section 3.3(b).

Section 3.5 Midstream Rights Unaffected.

(a) Any Services covered by any Bid Request (i) with respect to which a Third Party Bid is accepted but with respect to which Producer does not enter into a Processing Agreement or other Services Agreement in accordance with Section 3.4 within the 90-Day period provided for in such section or (ii) that is a Withdrawn Bid Request shall continue to be subject to this Agreement, and, if Producer thereafter desires such Services, it shall comply with the provisions of this Agreement with respect thereto.

(b) If Midstream does not provide a Bid in response to a Bid Request, or provides a Bid (or revised Bid) that does not become an Accepted Bid, the rights of Midstream under this Agreement shall be unaffected, and Producer shall remain obligated to provide a Bid Request in accordance with Section 3.1 if at any time Producer requires any New Services, until termination or expiry of this Agreement in accordance with its terms.

ARTICLE 4
TERM

Section 4.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated earlier by mutual agreement of the Parties, shall continue in effect until the twentieth (20th) anniversary of the Effective Date.

ARTICLE 5
NOTICES

Section 5.1 Notices. Unless otherwise provided herein, any notice, request, invoice, statement, or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered (i) when hand delivered, or (ii) when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or (iii) if mailed by United States certified mail, postage prepaid, three (3) Business Days after mailing, or (iv) if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party, or (v) when sent via email; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Notwithstanding the foregoing, if a Party desires to serve upon the other a notice of default under this Agreement, the delivery of such notice shall be considered effective under this Section 5.1 only if delivered by any method set forth in items (i) through (iv) above. Any notice shall be

9

given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

Producer: ANTERO RESOURCES CORPORATION
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

Midstream: ANTERO MIDSTREAM LLC
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

ARTICLE 6 MISCELLANEOUS

Section 6.1 Rights. The failure of either Party to exercise any right granted hereunder shall not impair nor be deemed a waiver of that Party's privilege of exercising that right at any subsequent time or times.

Section 6.2 Applicable Laws. This Agreement is subject to all valid present and future laws, regulations, rules and orders of Governmental Authorities now or hereafter having

10

jurisdiction over the Parties, this Agreement, or the services performed or the facilities utilized under this Agreement.

Section 6.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to choice of law principles.

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between the Parties arising out of this Agreement or the transactions contemplated hereby shall be in any state or federal court in City and County of Denver, Colorado, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts.

Section 6.4 Successors and Assigns.

(a) This Agreement shall extend to and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. To the extent any Affiliate of Producer acquires any Oil and Gas Interests of Producer, Producer shall cause such Affiliate to comply with the obligations of Producer under this Agreement in the event such Affiliate requires Services relating to such Oil and Gas Properties. Except as set forth in Section 6.4(b) and Section 6.4(c), neither Party shall have the right to assign its respective rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (which such consent shall not be unreasonably withheld, conditioned or delayed), and any assignment or attempted assignment made otherwise than in accordance with this Section 6.4 shall be null and void *ab initio*.

(b) Notwithstanding the foregoing clause (a), Midstream may elect that, rather than Midstream itself, any subsidiary of Midstream may enter into any Processing Agreement or Services Agreement pursuant to this Agreement.

(c) Notwithstanding the foregoing clause (a):

(i) Midstream shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Producer to any Person to which all or substantially all of the midstream business of Midstream has been or will be transferred.

(ii) Midstream shall have the right to grant a security interest in this Agreement to a lender or other debt provider (or trustee or agent on behalf of such lender) of Midstream.

(d) Upon an assignment by Midstream in accordance with Section 6.4(c)(i) Midstream shall be released from its obligations under this Agreement to the extent of such assignment.

11

Section 6.5 Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, then (i) such provision shall be deemed inoperative to the extent it is deemed void or unenforceable, (ii) the Parties agree to enter into such amendments to this Agreement in order to give effect, to the greatest extent legally possible, to the provision that is determined to be void or unenforceable and (iii) the other provisions of this Agreement in all other respects shall remain in full force and effect and binding and enforceable to the maximum extent permitted by law; provided, however, that in the event that a material term under this Agreement is so modified, the Parties will, timely and in good faith, negotiate to revise and amend this Agreement in a manner which preserves, as closely as possible, each Party's business and economic objectives as expressed by the Agreement prior to such modification.

Section 6.6 Confidentiality.

(a) Confidentiality. Except as otherwise provided in this Section 6.6, each Party agrees that it shall maintain all terms and conditions of this Agreement, and all information disclosed to it by the other Party or obtained by it in the performance of this Agreement and relating to the other Party's business (including all data relating to the production of Producer, including well data, production volumes, volumes gathered, transported, or compressed, and gas quality) (collectively, "**Confidential Information**") in strictest confidence, and that it shall not cause or permit disclosure of this Agreement or its existence or any provisions contained herein without the express written consent of the other Party.

(b) Permitted Disclosures. Notwithstanding Section 6.6(a), disclosures of any Confidential Information may be made by either Party (i) to the extent necessary for such Party to enforce its rights hereunder against the other Party; (ii) to the extent to which a Party is required to disclose all or part of this Agreement by a statute or by the order or rule of a Governmental Authority exercising jurisdiction over the subject matter hereof, by order, by regulations, or by other compulsory process (including deposition, subpoena, interrogatory, or request for production of documents); (iii) to the extent required by the applicable regulations of a securities or commodities exchange; (iv) to a third person in connection with a proposed sale or other transfer of a Party's interest in this Agreement, provided such third person agrees in writing to be bound by the terms of this Section 6.6; (v) to its own directors, officers, employees, agents and representatives; (vi) to an Affiliate; (vii) to financial advisors, attorneys, and banks, provided that such Persons are subject to a confidentiality undertaking consistent with this Section 6.6(b), or (viii) to a royalty, overriding royalty, net profits or similar owner burdening Producer Gas, provided such royalty, overriding royalty, net profits or similar owner, agrees in writing to be bound by the terms of this Section 6.6.

(c) Notification. If either Party is or becomes aware of a fact, obligation, or circumstance that has resulted or may result in a disclosure of any of the terms and conditions of this Agreement authorized by Section 6.6(b)(ii) or (iii), it shall so notify in writing the other Party promptly and shall provide documentation or an explanation of such disclosure as soon as it is available.

12

(d) Party Responsibility. Each Party shall be deemed solely responsible and liable for the actions of its directors, officers, employees, agents, representatives and Affiliates for maintaining the confidentiality commitments of this Section 6.6.

(e) Public Announcements. The Parties agree that prior to making any public announcement or statement with respect to this Agreement or the transaction represented herein permitted under this Section 6.6, the Party desiring to make such public announcement or statement shall provide the other Party with a copy of the proposed announcement or statement prior to the intended release date of such announcement. The other Party shall thereafter consult with the Party desiring to make the release, and the Parties shall exercise their reasonable best efforts to (i) agree upon the text of a joint public announcement or statement to be made by both such Parties or (ii) in the case of a statement to be made solely by one Party, obtain approval of the other Party to the text of a public announcement or statement. Nothing contained in this Section 6.6 shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to this Agreement or the transaction represented herein to any Governmental Authority to the extent required by applicable law or necessary to comply with disclosure requirements of the Securities and Exchange Commission, New York Stock Exchange, or any other regulated stock exchange.

(f) Survival. The provisions of this Section 6.6 shall survive any expiration or termination of this Agreement for a period of one (1) year.

Section 6.7 Entire Agreement, Amendments and Waiver. This Agreement, including all exhibits hereto, integrates the entire understanding between the Parties with respect to the subject matter covered and supersedes all prior understandings, drafts, discussions, or statements, whether oral or in writing, expressed or implied, dealing with the same subject matter. This Agreement may not be amended or modified in any manner except by a written document signed by the Parties that expressly amends this Agreement. No waiver by either Party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

Section 6.8 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.

13

Section 6.9 Headings. The headings and captions in this Agreement have been inserted for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

Section 6.10 Rights and Remedies. Except as otherwise provided in this Agreement, each Party reserves to itself all rights, counterclaims, other remedies and defenses that such Party is or may be entitled to arising from or out of this Agreement or as otherwise provided by law.

Section 6.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust, fiduciary or partnership duty, obligation or liability on or with regard to either Party.

Section 6.12 Rules of Construction. In construing this Agreement, the following principles shall be followed:

- (a) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement;
- (b) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;
- (c) the word "includes" and its syntactical variants mean "includes, but is not limited to," "includes without limitation" and corresponding syntactical variant expressions;
- (d) the plural shall be deemed to include the singular and vice versa, as applicable; and
- (e) references to Section shall be references to Sections of this Agreement.

Section 6.13 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and shall not inure to the benefit of any other Person whomsoever or whatsoever, it being the intention of the Parties that no third Person shall be deemed a third party beneficiary of this Agreement.

Section 6.14 Further Assurances. Each Party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Agreement.

Section 6.15 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

Section 6.16 Memorandum of Agreement. Contemporaneously with the execution of this Agreement, the Parties shall execute, acknowledge, deliver and record a "short form" memorandum of this Agreement in a form substantially similar to Exhibit B, which shall be placed of record in each state and county in which the properties covered by Producer's Oil and Gas Interests are located, and further memoranda in substantially similar form shall be recorded

14

in additional counties as may be required upon any future acquisition by Producer of Oil and Gas Interests.

15

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

ANTERO RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

ANTERO MIDSTREAM LLC

By: _____
Name: _____
Title: _____

*Right of First Offer Agreement
Signature Page*

EXHIBIT A

Conflicting Dedications

1. Gas Processing Agreement between Producer and MarkWest Liberty Midstream & Resources LLC dated March 31, 2011, as amended through the Effective Date

2. Natural Gas Liquids Exchange Agreement (Sherwood) between Producer and MarkWest Liberty Midstream & Resources dated March 31, 2011, as amended through the Effective Date
3. Gas Processing Agreement between Producer and MarkWest Utica EMG, LLC, dated October 30, 2012, as amended through the Effective Date
4. Natural Gas Liquids Exchange and Marketing Agreement (Seneca) between Producer and MarkWest Utica EMG, LLC, dated October 30, 2012, as amended through the Effective Date

EXHIBIT B

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF GAS PROCESSING (RIGHT OF FIRST OFFER) AGREEMENT (this “Memorandum”) is entered into effective [_____], 2014 (the “Effective Date”), by and between **ANTERO RESOURCES CORPORATION** (“Producer”), with an address of 1615 Wynkoop Street, Denver, Colorado 80202, and **ANTERO MIDSTREAM LLC** (“Midstream”), with an address of 1615 Wynkoop Street, Denver, Colorado 80202.

WHEREAS, Producer and Midstream entered into that certain Gas Processing (Right of First Offer) Agreement effective November 10, 2014 (the “Agreement”), pursuant to which Midstream has a right of first offer in respect of the provision of certain gas processing and other services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Agreement; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of [counties/states], to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Notice.** Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 through 3 below.
2. **Dedication.** Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, Producer has covenanted that, other than as permitted by the Agreement, it will not obtain from any third party any processing, fractionation, delivery or marketing services in respect of any Gas that is attributable to any Oil and Gas Interests of Producer or to any property pooled, unitized or communitized with the property covered by such Oil and Gas Interests (the “Oil and Gas Interests”), together with all Gas attributable to third parties that is produced from a well located on the property covered by the Oil and Gas Interests, which Gas Producer has the right to control and deliver for processing (“Producer Gas”), other than as permitted by the Agreement (the foregoing dedication and commitment being herein referred to as the “Dedication”).
3. **Covenant Running with the Land.** So long as the Agreement is in effect, the Dedication shall be a covenant running with the land and, subject to the exceptions and reservations set forth in the Agreement, in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Oil and Gas Interests, then any such sale, transfer,

conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state.

4. **No Amendment to Agreement.** This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way.

IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the Day first above written.

ANTERO MIDSTREAM LLC

By: _____
 Name: _____
 Title: _____

ANTERO RESOURCES CORPORATION

By: _____
 Name: _____
 Title: _____

Acknowledgements

CITY AND COUNTY OF DENVER §
§

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Midstream LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public in and for

Printed or Typed Name of Notary

STATE OF COLORADO §
§
CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Resources Corporation, a Delaware corporation, on behalf of said entity.

Notary Public in and for

Printed or Typed Name of Notary

EXHIBIT C
FORM OF GAS PROCESSING AGREEMENT
GAS PROCESSING AGREEMENT
BY AND BETWEEN
ANTERO RESOURCES CORPORATION
AND
ANTERO MIDSTREAM LLC
DATED AS OF
[_____]

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	PRODUCER COMMITMENTS	8
Section 2.1	Producer's Dedication	8
Section 2.2	Conflicting Dedications	8
Section 2.3	Producer's Reservations	9
Section 2.4	Covenant Running with the Land	9
Section 2.5	Firm Capacity	9
ARTICLE 3	SERVICES	10
Section 3.1	Processor Service Commitment	10
Section 3.2	Processing Plant	10
Section 3.3	Expansion of Processing Plant	11
Section 3.4	Ethane Nomination	12
Section 3.5	[Exchange and Marketing of Fractionated Plant Products.]	12
ARTICLE 4	TERM	13
Section 4.1	Term	13
ARTICLE 5	FEES AND CONSIDERATION	13
Section 5.1	Fees	13
ARTICLE 6	ALLOCATIONS	14
Section 6.1	Allocation of Lost and Unaccounted For Gas	14

Section 6.3	Allocation of Bypass Gas	15
Section 6.4	Allocation of Plant Products	16
Section 6.5	Allocation of Residue Gas	17
Section 6.6	[Gathering System Measurement Information]	17
ARTICLE 7	CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES	17
Section 7.1	Processing Rights	17
Section 7.2	Operational Control of Processor's Facilities	17
Section 7.3	Maintenance	17
Section 7.4	Firm Capacity; Capacity Allocations at the Processing Plant	18
Section 7.5	Arrangements After Redelivery	18
Section 7.6	Bypass Gas	18
ARTICLE 8	PRESSURES AT RECEIPT POINTS AND DELIVERY POINTS	19
Section 8.1	Pressure at Receipt Points	19
Section 8.2	Pressure at Delivery Points	19
ARTICLE 9	NOMINATION AND BALANCING	19
Section 9.1	Processor Notifications	19
Section 9.2	Nominations	19
Section 9.3	Balancing	20
i		
<hr/>		
ARTICLE 10	QUALITY	20
Section 10.1	Receipt Point Gas Quality Specifications	20
Section 10.2	Non-Conforming Gas	20
Section 10.3	Producer Residue Gas Quality Specifications	21
Section 10.4	Greenhouse Gas Emissions	21
ARTICLE 11	MEASUREMENT EQUIPMENT AND PROCEDURES	21
Section 11.1	Equipment	21
Section 11.2	Gas Measurement Standards	22
Section 11.3	Gas Measurement	22
Section 11.4	Notice of Measurement Facilities Inspection and Calibration	23
Section 11.5	Measurement Accuracy Verification	23
Section 11.6	Special Tests	24
Section 11.7	Metered Flow Rates in Error	24
Section 11.8	Record Retention	25
Section 11.9	Access	25
ARTICLE 12	NOTICES	25
Section 12.1	Notices	25
ARTICLE 13	PAYMENTS	26
Section 13.1	Invoices	26
Section 13.2	Right to Suspend on Failure to Pay	27
Section 13.3	Audit Rights	27
Section 13.4	Payment Disputes	28
Section 13.5	Interest on Late Payments	28
Section 13.6	Credit Assurance	28
Section 13.7	Excused Performance	29
ARTICLE 14	FORCE MAJEURE	29
Section 14.1	Suspension of Obligations	29
Section 14.2	Definition of Force Majeure	29
Section 14.3	Settlement of Strikes and Lockouts	30
Section 14.4	Payments for Gas Delivered	30
ARTICLE 15	INDEMNIFICATION	30
Section 15.1	Processor	30
Section 15.2	Producer	30
ARTICLE 16	CUSTODY AND TITLE	30
Section 16.1	Custody	30
Section 16.2	Producer Warranty	31
Section 16.3	Title	31
ARTICLE 17	TAXES; ROYALTIES	31
Section 17.1	Taxes	31
Section 17.2	Royalties	32
ii		
<hr/>		
ARTICLE 18	MISCELLANEOUS	32
Section 18.1	Rights	32

Section 18.2	Applicable Laws	32
Section 18.3	Governing Law; Jurisdiction	32
Section 18.4	Successors and Assigns	32
Section 18.5	Severability	34
Section 18.6	Confidentiality	34
Section 18.7	Entire Agreement, Amendments and Waiver	35
Section 18.8	Limitation of Liability	35
Section 18.9	Headings	36
Section 18.10	Rights and Remedies	36
Section 18.11	No Partnership	36
Section 18.12	Rules of Construction	36
Section 18.13	No Third Party Beneficiaries	36
Section 18.14	Further Assurances	36
Section 18.15	Counterpart Execution	36
Section 18.16	Memorandum of Agreement	36
Exhibit A	Delivery Points	
Exhibit B	Conflicting Dedications	
Exhibit C	Memorandum of Agreement	
Exhibit D	Excluded Wells	
Exhibit E	Dedication Area	

GAS PROCESSING AGREEMENT

This Gas Processing Agreement (this “*Agreement*”), dated as of [] (the “*Effective Date*”), is by and between **ANTERO RESOURCES CORPORATION**, a Delaware corporation (“*Producer*”), and **ANTERO MIDSTREAM LLC**, a Delaware limited liability company (“*Processor*”). Producer and Processor may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

- A. Producer owns the Dedicated Properties and intends to produce Gas (and/or liquid hydrocarbons) from wells thereon.
- B. [On [], 2014, Producer and Processor entered into an agreement for, among other things, the gathering and compression of Dedicated Gas (the “*Gathering Agreement*”), pursuant to which Processor agrees to redeliver Dedicated Gas to the delivery points set forth in the Gathering Agreement, which include the Receipt Points hereunder.](1)
- C. Producer desires to contract with Processor to provide the Services with respect to Dedicated Gas, and Processor desires to provide the Services to Producer with respect to Dedicated Gas, in each case in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Agreement shall have the respective meanings given to such terms set forth below:

Adequate Assurance of Performance. As defined in Section 13.6(a).

Additional Processing Facilities. As defined in Section 3.3.

Affiliate. Any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. ***Affiliated*** shall have the correlative meaning. The term “control” (including its derivatives and similar terms) shall mean possessing the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Notwithstanding the foregoing, any Person shall be deemed to control any specified Person if such Person owns fifty percent (50%) or more of the voting securities of the specified Person, or if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent

(1) References to the Gathering Agreement will not be needed for any Processing Agreement that relates to Oil and Gas Interests not connected to the gathering system. References have been square bracketed for ease of identification in the event they are to be deleted.

(50%) or more of the voting securities of the specified Person and such Person are under common control.

Agreement. As defined in the preamble hereof.

Btu. The amount of heat required to raise the temperature of one pound of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 psia.

Business Day. Any calendar Day that commercial banks in New York City are open for business.

Bypass Gas. Gas delivered by Producer or by a third party to the Plant Receipt Points that is bypassed around the Processing Plant and is therefore not processed.

Bypass Point. A point at the Processing Plant where Gas is redirected to bypass the Processing Plant.

Confidential Information. As defined in Section 18.6(a).

Conflicting Dedication. Any processing agreement or other commitment or arrangement that would require Dedicated Gas to be processed other than at the Processing Plant [and/or would require the resulting Plant Products to be fractionated other than under this Agreement](2).

Contract Year. Each of (i) the period from the Processing Effective Date to the last Day of the Month in which the first anniversary of the Processing Effective Date occurs and (ii) each period of twelve (12) Months thereafter.

CPI. As defined in Section 5.1(b).

Cubic Foot. The volume of Gas in one cubic foot of space at a standard pressure and temperature base of 14.73 psia and 60 degrees Fahrenheit, respectively.

Day. A period commencing at 10:00 a.m., Eastern Standard Time, on a calendar day and ending at 10:00 a.m., Eastern Standard Time, on the next succeeding calendar day. **Daily** shall have the correlative meaning.

Dedicated Gas. All Gas that is attributable to any Dedicated Property (including all Gas attributable to third parties that is produced from a well located on such Dedicated Property) that Producer has the right to control and deliver for processing and that is produced on or after the Processing Effective Date with respect to such Dedicated Property, except for Gas being produced from the wells identified in Exhibit D.

Dedicated Properties. All Oil and Gas Interests now owned or hereafter acquired by Producer and located wholly or partly within the Dedication Area or pooled, unitized or communitized with Oil and Gas Interests located wholly or partly within the Dedication Area, provided that Dedicated Properties shall not include any Oil and Gas Interests that are unitized or

(2) To be deleted if fractionation services are not to be provided under this Agreement.

2

pooled with the properties of third parties that are not Dedicated Properties if Producer is not the operator of such unit.

Dedication Area. The Dedication Area set forth in Exhibit E.

[**Delivery Fee.** As defined in Section 5.1(a)(iii).]

Delivery Point. Each point identified in Exhibit A at which Residue Gas allocated to Producer is delivered to a Downstream Pipeline by Processor, and any additional delivery points that, from time to time after the Effective Date, are added at the request of Producer (at Producer's expense) to permit delivery to Downstream Pipelines.

Design Recoveries. As defined in Section 3.2(a).

Downstream Pipeline. Any Gas pipeline or any facilities of any end-user or local distribution company, in each case downstream of the Processing Plant, into which Residue Gas allocated to Producer is delivered.

Effective Date. As defined in the preamble of this Agreement.

Emissions Charges. As defined in Section 10.4.

Ethane Nomination. As defined in Section 3.4(a).

Ethane Recovery Mode. The operation of the Processing Plant in such a way as to maximize the recovery and delivery of ethane from Producer Gas.

Ethane Rejection Mode. The operation of the Processing Plant in such a way as to minimize the recovery and delivery of ethane from Producer Gas, subject to the minimum ethane recovery rate required to meet the then-applicable Residue Gas specifications of the Downstream Pipelines.

Fees. Together, the Processing Fee, [the Delivery Fee], [the Fractionation Fee] and [the Marketing Fee].

Firm Capacity. The volume of Producer's Gas delivered to the Receipt Points that is entitled to Firm Service, as designated in Section 2.5, together with any Increased Capacity that is added to the Firm Capacity in accordance with Section 3.3.

Firm Service. Services that are accorded the highest priority in the Processing Plant with respect to capacity allocations, interruptions, or curtailments, specifically including (i) the Services provided to Producer hereunder with respect to Producer's Firm Capacity and (ii) services to any Person for which Processor is contractually obligated to give the highest priority.

Force Majeure. As defined in Section 14.2.

3

[**Fractionated Products.** Finished liquid products fractionated from the undifferentiated stream of Plant Products extracted in the Processing Plant, including ethane, propane, isobutane, normal butane and natural gasoline.]

[**Fractionation Fee.** As defined in Section 5.1(a)(ii).]

Fuel. Gas and electric power used in the operation of the Processing Plant.

Gallon. One U.S. gallon, which is equal to 231 cubic inches.

Gas. Any mixture of gaseous hydrocarbons, consisting essentially of methane and heavier hydrocarbons and inert and noncombustible gases, that is extracted from beneath the surface of the earth.

Gas Quality Specifications. As defined in Section 10.1.

[**Gathering Agreement.** As defined in the recitals.]

[**Gathering Receipt Point.** Each "Receipt Point" as defined in the Gathering Agreement.]

Gross Heating Value. The number of Btus produced by the complete combustion in air, at a constant pressure, of one Cubic Foot of Gas when the products of combustion are cooled to the initial temperature of the Gas and air and all water formed by combustion is condensed to the liquid state.

Governmental Authority. Any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

Imbalance. As defined in Section 9.3.

Increased Capacity. As defined in Section 3.3.

Index Price. For Gas produced from the Marcellus formation in West Virginia, the "Midpoint Average" price published in Platt's Gas Daily Price Guide for "Columbia Gas/Appalachia". For Gas produced from the Utica formation in Ohio, the "Midpoint Average" price published in Platt's Gas Daily Price Guide for "Texas Eastern M-2 Receipts". For other Gas production, an index price determined by Producer and reasonably acceptable to Processor based on where such Gas production is being sold, or, if no appropriate index is available, a price based on a netback calculation determined by Producer and reasonably acceptable to Processor.

Interruptible Gas. Gas that is accorded the lowest priority in the Processing Plant with respect to capacity allocations, interruptions, or curtailments. In accordance with Section 7.4, Interruptible Gas will be the first Gas removed from the Processing Plant in the event of an interruption or curtailment.

4

Interruptible Gas Plant Receipt Points. As defined in Section 6.3(a).

Lost and Unaccounted For Gas. Gas received into the Processing Plant that is released or lost through piping, equipment, operations, or measurement losses or inaccuracies or that is vented, flared or lost in connection with the operation of the Processing Plant.

Made Available for Delivery. In connection with deliveries of Dedicated Gas under this Agreement, Dedicated Gas that meets the Gas Quality Specifications and is unable to be delivered to the applicable point as a result of Processor's failure to perform its obligations under this Agreement [or the Gathering Agreement].

Maintenance. As defined in Section 7.3.

[**Marketing Fee.** As defined in Section 5.1(a)(iv).]

Mcf. One thousand (1,000) Cubic Feet.

Measurement Facilities. Any facility or equipment used to measure the volume of Gas, which may include meter tubes, recording devices, communication equipment, buildings and barriers.

Minimum Processing Volume Commitment. With respect to each of the first ten Contract Years, a volume of Dedicated Gas per Day, stated in MMcf, equal to 75% of the nameplate processing capacity of the Processing Plant from time to time (without taking into account any limitations to such processing capacity as a result of Maintenance or Force Majeure). If there is any Increased Capacity pursuant to Section 3.3, the Minimum Processing Volume Commitment will be increased by a volume of Dedicated Gas per Day, stated in MMcf, equal to 75% of such Increased Capacity with respect to the period from the date the Additional Processing Facilities are first placed in service by Processor through the end of the Contract Year in which such Additional Processing Facilities were placed in service and with respect to each of the ten following Contract Years.

MMBtu. One million (1,000,000) Btus.

MMcf. One million (1,000,000) Cubic Feet.

Monitoring Services Provider. As defined in Section 11.9(a).

Month. A period commencing at 10:00 a.m., Eastern Standard Time, on the first Day of a calendar month and extending until 10:00 a.m., Eastern Standard Time, on the first Day of the next succeeding calendar month. **Monthly** shall have the correlative meaning.

[**Net Sales Price.** A price per gallon of each individual Fractionated Product exchanged for Plant Products allocated to Producer in accordance with this Agreement, which shall be the weighted average net price per gallon received by Processor for the total volume of each individual Fractionated Product sold to third parties who are not Affiliates of Processor during the relevant Month at the Fractionation Plant. To determine the Net Sales Price, Processor shall deduct from the actual gross sales prices of such Fractionated Products the out-of-pocket costs

5

and expenses related to the Services provided under this Agreement in respect of the fractionation, transportation and sale of such Fractionated Products, including fuel, tank car rentals, Taxes (excluding income taxes), offsite storage, and other costs and expenses, in each case, paid to any Person on arm's length terms (or, in the case of Taxes, to a taxing authority pursuant to applicable law), to determine a net price (FOB the Processing Plant or netted back to the Processing Plant, as applicable) for such sale.]

Nomination. As defined in Section 9.2.

Oil and Gas Interests. Oil and gas leasehold interests and oil and gas mineral fee interests, including working interests, overriding royalty interests, net profits interests, carried interests, and similar rights and interests.

Parties. As defined in the preamble of this Agreement.

Party. As defined in the preamble of this Agreement.

Person. An individual, a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization, or any other entity or organization, including a Governmental Authority.

Plant Delivery Point. Each point at which Processor redelivers Residue Gas from the Processing Plant to or for the account of customers, including the Delivery Points.

Plant Products. Propane, ethane, iso-butane, normal butane, iso-pentane, normal pentane, hexanes plus, any other liquid hydrocarbon product except for a liquefied methane product, or any mixtures thereof, and any incidental methane and incidental ethane included in any Plant Products, which are separated, extracted, recovered or condensed, and saved, from Gas processed in the Processing Plant.

Plant Products Delivery Point. [The point at or downstream of the Processing Plant at which Plant Products are delivered to Producer] OR [The point downstream of any de-ethanizer or fractionation plant at which Fractionated Products are redelivered to Processor immediately prior to such Fractionated Products being delivered to the purchaser thereof](3).

Plant Receipt Point. Each point where Gas first enters the Processing Plant, including the Receipt Points.

Plant Site. As defined in Section 3.2(c).

Processing Effective Date. The date on which the Processing Plant has been constructed and made operational and is capable of operating at the design capacity and Design Recoveries specified in Section 3.2(a).

Processing Fee. As defined in Section 5.1(a)(i).

(3) The appropriate definition will depend upon whether or not fractionation services are to be provided under this Agreement.

Processing Plant. The Gas processing facilities to be installed and constructed by Processor at the Plant Site, including, to the extent installed, cryogenic, refrigeration and chilling equipment, absorption vessels, product separation and fractionation vessels, product storage vessels, associated condensing, heating, compressing, pumping, conveying, dehydration and other equipment, instrumentation, and recompression and refrigeration compression facilities, and all related structures; the Residue Gas pipelines to the Plant Delivery Points and the associated interconnections; and all easements, rights-of-way, and other property rights on which any of the foregoing facilities are located; in each case wherever located.

Processor. As defined in the preamble of this Agreement.

Producer. As defined in the preamble of this Agreement.

Producer Gas. Dedicated Gas delivered to the Receipt Points pursuant to this Agreement.

Producer Plant Products. That portion of the Plant Products allocated to the Producer in accordance with Section 6.4.

Producer Residue Gas. Residue Gas allocated to Producer under this Agreement.

Producer's GHG Emissions. As defined in Section 10.4.

psia. Pounds per square inch, absolute.

psig. Pounds per square inch, gauge.

Receipt Point. The inlet flange of Processor's facilities at each point at the Processing Plant where Producer[, Processor (in its capacity as Gatherer under the Gathering Agreement)] or a third party gathering Producer's Gas delivers Producer's Gas to the Processing Plant.

Remote Monitoring Data. As defined in Section 11.9(a).

Required Processing Effective Date. As defined in Section 3.2(d).

Residue Gas. That portion of the Gas delivered to the Plant Receipt Points that remains after processing at the Processing Plant (if processed) and after Fuel and Lost and Unaccounted For Gas, including Bypass Gas.

Services. As defined in Section 3.1.

Shortfall Period. As defined in Section 2.5.

Taxes. All gross production, severance, conservation, ad valorem and similar or other taxes measured by or based upon production, together with all taxes on the right or privilege of ownership of Gas, or upon the Services, including gathering, transportation, handling, transmission, compression, processing, treating, conditioning, distribution, sale, use, receipt, delivery or redelivery of Gas, Residue Gas or Plant Products, including, without limitation, gross

7

receipts taxes, and including all of the foregoing now existing or in the future imposed or promulgated.

Theoretical Gallons. The number of Gallons of Plant Products in Gas at any particular point determined by Processor using generally-accepted industry standards utilizing chromatograph analysis taken on Gas samples from the relevant point.

Thermal Content. For Gas, the product of (i) a volume of Gas in Cubic Feet and (ii) the Gross Heating Value of such Gas, as expressed in MMBtus. For [any Plant Product] OR [Plant Products], the product of (i) a volume of [such Plant Product] OR [the Plant Products] in Gallons and (ii) the Gross Heating Value per Gallon determined in accordance with the GPA 2145-09 Table of Physical Properties for Hydrocarbons and GPA 8173 Method for Converting Mass of Natural Gas Liquids and Vapors to Equivalent Liquid Volumes, in each case as revised from time to time.

Third Party Gas. Gas produced by Persons other than Producer and not considered Dedicated Gas hereunder.

Water Services Agreement. That certain water services agreement dated [] made by and between Producer and Processor.

ARTICLE 2 PRODUCER COMMITMENTS

Section 2.1 Producer's Dedication. Subject to Section 2.2 through Section 2.4, (a) Producer exclusively dedicates and commits to deliver to Processor, as and when produced, all Dedicated Gas, up to the amount of Producer's then-current Firm Capacity, for processing under this Agreement[, including the fractionation and marketing of the Plant Products extracted from such Dedicated Gas,] and (b) Producer agrees not to deliver any Dedicated Gas to any processing plant other than the Processing Plant.

Section 2.2 Conflicting Dedications. Producer shall have the right to comply with each of the Conflicting Dedications set forth in Exhibit B hereto and any other Conflicting Dedication entered into by a non-Affiliated predecessor in interest to Producer that is applicable as of the date of acquisition thereof to any Dedicated Property acquired after the Effective Date (but not any entered into in connection with such acquisition); provided, however, that Producer shall have the right to comply with Conflicting Dedications only until the first Day of the Month following the termination of such Conflicting Dedication and shall not take any voluntary action (including the exercise of any right to extend) to extend the term of such Conflicting Dedication beyond the minimum term provided for in the document evidencing such Conflicting Dedication. Producer represents that, except as set forth in Exhibit B, Dedicated Gas is not as of the Effective Date subject to any Conflicting Dedication. If Dedicated Gas produced from a well on a well pad is subject to a Conflicting Dedication that Producer has the right to comply with under this Section 2.2, Producer has the right, in complying with such Conflicting Dedication, to deliver all Dedicated Gas from such well pad in accordance with the Conflicting Dedication, even if all wells on such well pad are not subject to such Conflicting Dedication.

8

Section 2.3 Producer's Reservations. Producer reserves the following rights with respect to Dedicated Gas for itself and for the operator of the relevant Dedicated Properties: (a) to operate wells producing Dedicated Gas as a reasonably prudent operator in its sole discretion, including the right, but never the obligation, to drill new wells, to repair and rework old wells, to renew or extend, in whole or in part, any Oil and Gas Interest covering any of the Dedicated Properties, and to cease production from or abandon any well or surrender any such Oil and Gas Interest, in whole or in part, when no longer deemed by Producer to be capable of producing Gas in paying quantities under normal methods of operation; (b) to use Dedicated Gas for operations (including reservoir pressure maintenance and drilling or fractionation fuel); (c) to deliver or furnish to Producer's lessors and holders of other existing similar burdens on production such Gas and other production as is required to satisfy the terms of the applicable leases or other applicable instruments; and (d) to pool, communitize, or unitize Producer's Oil and Gas Interests with respect to Dedicated Gas, provided that the Producer's share of Gas produced from such pooled, communitized, or unitized Oil and Gas Interests shall be committed and dedicated to this Agreement.

Section 2.4 Covenant Running with the Land. The dedication and commitment made by Producer under this Article 2 is a covenant running with the land. For the avoidance of doubt and in addition to that which is provided in Section 18.4, in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dedicated Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state. Notwithstanding the foregoing, Producer shall be permitted to sell, transfer, convey, assign, grant, or otherwise dispose of Dedicated Properties free of the dedication hereunder in a sale or other disposition in which a number of net acres of Dedicated Properties that, when added to the total of net acres of Dedicated Properties theretofore and, where applicable, simultaneously disposed of free of dedication hereunder pursuant to this Section 2.4, does not exceed the aggregate number of net acres of Dedicated Properties acquired by Producer after the Effective Date, including in a transaction in which Dedicated Properties are exchanged for other properties located in the Dedication Area that would be subject to dedication hereunder. At the request of Processor, the Parties shall execute and record an amendment to the memorandum of this Agreement previously entered into, as provided in Section 18.16, to reflect additions to the Dedicated Properties.

Section 2.5 Firm Capacity. As of the Processing Effective Date, Producer shall have Firm Capacity of [] MMcf per Day. If, during any period of six (6) consecutive Months at any time after the Processing Effective Date, Producer fails to deliver to the Receipt Points, on average during such six (6) Month period (the "Shortfall Period"), a volume of Producer Gas per Day equal to at least [75]% of Producer's then-effective Firm Capacity, then Producer's Firm Capacity shall be reduced by the amount by which Producer's Firm Capacity exceeds the volume per Day, on average in the relevant Shortfall Period, of Producer Gas delivered to the Receipt Points. Such reduction shall remain effective for the remainder of the term of this Agreement, subject to any subsequent reductions pursuant to this Section 2.6. [Notwithstanding the foregoing provisions of this Section 2.5, the Firm Capacity of Producer shall not be reduced pursuant to this Section 2.5 to the extent that such reduction would cause the Firm Capacity of Producer to fall below (i) [125]% of the Minimum Processing Volume Commitment applicable from time to time, if any or (ii) if no Minimum Processing Volume Commitment is applicable at the relevant

9

time, [110]% of average Daily deliveries of Producer Gas delivered hereunder during the applicable Shortfall Period.]

**ARTICLE 3
SERVICES**

Section 3.1 Processor Service Commitment. Subject to and in accordance with the terms and conditions of this Agreement, Processor commits to providing the following services (collectively, the “*Services*”) to Producer, commencing on the Processing Effective Date:

- (a) receive, or cause to be received, from or for the account of Producer, at the Receipt Points, all Dedicated Gas tendered by Producer;
- (b) either process such Dedicated Gas at the Processing Plant or, as permitted by Section 7.6 or Section 10.2, bypass such Dedicated Gas around the Processing Plant and, in either case, redeliver Residue Gas to Producer, or for Producer’s account, at the Delivery Points nominated by Producer in accordance with Section 9.2;
- (c) [deliver to Producer the Plant Products at the Plant Products Delivery Point] OR [exchange the unfractionated Plant Products available at the tailgate of the Processing Plant for Fractionated Products allocated to Producer at the Plant Products Delivery Point in accordance with Section 3.5; and](4)
- (d) [market such Fractionated Products for the account of Producer, deliver Fractionated Products exchanged in accordance with paragraph (c) above to the purchaser thereof at the Plant Products Delivery Point, and pay Producer the net sales proceeds of such Fractionated Products, in each case in accordance with Section 3.5].

Section 3.2 Processing Plant. Processor hereby agrees as follows with respect to the Processing Plant.

- (a) Processor shall design, engineer, procure, construct and install the Processing Plant, or shall procure the same, and shall use commercially reasonable efforts to construct and install the Processing Plant as soon as is practicable under the circumstances that, from time to time, may exist. After the Processing Effective Date, the Processing Plant will have processing capacity of at least [] MMcf per day with design recoveries (“*Design Recoveries*”) as follows:

<u>Design Plant Recovery</u>	<u>When Operating in Ethane Rejection Mode</u>	<u>When Operating in Ethane Recovery Mode</u>
Helium	0.0 %	0.0 %
CO2 - Carbon Dioxide	0.0 %	0.0 %
N2 - Nitrogen	0.0 %	0.0 %
H2S - Hydrogen Sulfide	0.0 %	0.0 %
C1 - Methane	0.0 %	0.0 %
C2 - Ethane	2.0 %	85.0 %
C3 - Propane	90.0 %	98.0 %
IC4 - Isobutane	98.0 %	99.5 %
NC4 - Normal Butane	99.5 %	99.8 %
C5+ - Natural Gasoline	99.9 %	99.9 %

- (4) The appropriate description will depend upon whether or not fractionation services are to be provided under this Agreement.

- (b) The Processing Plant shall include the installation, at Processor’s cost, of a residue gas pipeline for redelivery of the Residue Gas to the Delivery Points set forth on Exhibit A attached hereto.
- (c) The Processing Plant will be constructed at a site to be determined by Processor that is reasonably acceptable to Producer (the “*Plant Site*”). The Plant Site may be acquired in fee or under a site lease or other form of interest as is reasonably acceptable to Processor. The Plant Site will reserve in favor of Producer, for the use of Producer and its contractors [(including the Gatherer under the Gathering Agreement)] and their respective successors and assigns, appropriate fee parcels, easements or other surface and underground rights sufficient for Producer and such contractors to construct, locate, and operate the inlet facilities required for the delivery of Producer’s Gas to the Processing Plant at the Receipt Points, including, but not limited to, inlet slug catchers, pig receivers, and compression facilities.
- (d) If the Processing Effective Date has not occurred by the end of twenty-one (21) months after the Effective Date (the “*Required Processing Effective Date*”), and such delay is not due to Force Majeure, then after the Processing Effective Date occurs, Processor will not charge Producer any of the Fees for a number of Days equal to the number of Days following the Required Processing Effective Date until the Processing Effective Date, but only with respect to those volumes of Producer’s Gas up to its Firm Capacity that were not processed at the Processing Plant as Interruptible Gas during such delay period. The remedy described above shall be Producer’s sole and exclusive remedy for any such delay.

Section 3.3 Expansion of Processing Plant. If Producer determines at any time or from time to time that it requires capacity at the Processing Plant in excess of its then-existing Firm Capacity (“*Increased Capacity*”), Producer will provide written notice to Processor of its Increased Capacity requirements at least eighteen (18) months in advance. Producer shall reasonably demonstrate to Processor Producer’s drilling plans to support the amount of Increased Capacity. If Processor desires to provide such Increased Capacity on the terms and conditions set forth in this Agreement, Processor will notify Producer that it will so provide such Increased Capacity on or before the 60th Day after Producer’s notice of such Increased Capacity, and Processor will design the expanded or new processing facilities at the Processing Plant (“*Additional Processing Facilities*”) to meet Producer’s Increased Capacity requirements. Following the completion of the Additional Processing Facilities, Producer will have Firm Capacity in respect of the Increased Capacity in such Additional Processing Facilities so requested by Producer pursuant to this Section 3.3. If Processor does not notify Producer, on or before the 60th Day after Producer’s notice to Processor of Producer’s Increased Capacity requirements, that Processor will provide such Increased Capacity on the terms and conditions set forth in this Agreement, Dedicated Gas up to a Daily volume equal to such Increased Capacity shall be released from Producer’s commitments under Article 2, and Producer shall be free to commit and deliver such volume of Dedicated Gas

fractionation, and marketing. If the Additional Processing Facilities are not completed by the end of eighteen (18) months after the notice provided by Producer of its Increased Capacity Requirements, and such delay is not due to Force Majeure, then after the Additional Processing Facilities are completed, Processor will not charge Producer any of the Fees for a number of Days equal to the number of Days of such delay, but only with respect to those volumes of Producer's Gas up to its Firm Capacity that were not processed at the Processing Plant as Interruptible Gas during such delay period. The remedy described above shall be Producer's sole and exclusive remedy for any such delay.

Section 3.4 Ethane Nomination. From the Processing Effective Date:

(a) At least one (1) Business Day prior to the date on which any ethane pipeline or other receiving transporter or purchaser requires monthly nominations to be submitted in respect of a Month, Producer shall provide written notice to Processor (each, an "**Ethane Nomination**"), which shall either (x) direct Processor to operate the Processing Plant in Ethane Recovery Mode during such Month or (y) direct Processor to operate the Processing Plant in Ethane Rejection Mode during such Month.

(b) If Producer fails to deliver an Ethane Nomination within the time required, Producer shall be deemed to have delivered an Ethane Nomination directing Processor to operate the Processing Plant in Ethane Rejection Mode.

(c) Despite an Ethane Nomination directing Processor to operate the Processing Plant in Ethane Recovery Mode, Processor may instead continue to operate the Processing Plant in Ethane Rejection Mode and deliver to Producer the volume of ethane that would have been allocable to Producer had the Processing Plant been operated in Ethane Recovery Mode. Such ethane shall be delivered by Processor from other sources or supplies of ethane in lieu of recovering the ethane from Producer's Gas. In the case where an Ethane Nomination requires Ethane Recovery Mode and Processor continues to operate in Ethane Rejection Mode, during such period Producer shall be allocated Plant Products (other than ethane) on the basis of the Design Recoveries for operating in Ethane Recovery Mode, and the allocation of Residue Gas to Producer shall be determined taking into account the Thermal Content resulting from the application of such Design Recoveries.

Section 3.5 [Exchange and Marketing of Fractionated Plant Products.]

(a) [Subject to and in accordance with the terms and conditions of this Agreement, commencing on the Processing Effective Date, Processor (i) shall exchange all Plant Products allocated to Producer in accordance with Article 6 for Fractionated Products based on the volume and composition of Plant Products allocated to Producer in accordance with Article 6, (ii) shall market, as Producer's agent, such Fractionated Products in accordance with the terms of this Section 3.5, and (iii) shall pay Producer, in respect of each Month, one hundred percent (100%) of the Net Sales Price for such Fractionated Products multiplied by the number of Gallons of Fractionated Products sold during such Month. Producer hereby designates Processor as its agent for the purpose of marketing, selling and transporting for sale the Fractionated Products.

(b) If for any reason at any time Processor is unable to fully exchange Fractionated Products for all the Plant Products allocated to Producer in accordance with Article 6, then any products delivered at the Plant Products Delivery Point that do not constitute Fractionated Products will be marketed and sold in accordance with this Agreement and consistent with the provisions governing the marketing and sale of Fractionated Products; provided that, Processor shall use commercially reasonable efforts, taking into account the additional costs of storing, transporting and/or fractionating such other products and the then-current differential between market prices of the individual components thereof and the sale of such products as a mixed stream of natural gas liquids, to utilize substitute means of fractionating the Plant Products allocated to Producer for the ultimate sale of components thereof or store any such other products exchanged therefor until fractionation is possible.]

ARTICLE 4
TERM

Section 4.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated earlier by mutual agreement of the Parties, shall continue in effect until the twentieth (20th) anniversary of the Effective Date and from year to year thereafter (with the initial term of this Agreement deemed extended for each of any such additional year) until such time as this Agreement is terminated, effective upon an anniversary of the Effective Date, by notice from either Party to the other Party on or before the one hundred eightieth (180th) Day prior to such anniversary.

ARTICLE 5
FEES AND CONSIDERATION

Section 5.1 Fees.

(a) Subject to the other provisions of this Agreement, including Section 5.1(d), and commencing on the Processing Effective Date, Producer shall pay Processor in respect of each Month (or partial Month) from and after the Processing Effective Date in accordance with the terms of this Agreement, for all Services provided by Processor under this Agreement during such period, an amount equal to the sum of the following:

(i) The product of (A) the aggregate volume of Gas, stated in Mcf, received by Processor from Producer or for Producer's account at each Receipt Point during such period (excluding Bypass Gas) multiplied by (B) \$[] (as may be increased or decreased in accordance with Section 5.1(b), the "**Processing Fee**");

(ii) [The product of (A) the aggregate volume of Producer Plant Products, stated in Gallons, allocated to Producer under this Agreement with respect to such period multiplied by (B) \$[] (as may be increased or decreased in accordance with Section 5.1(b), the "**Fractionation Fee**");]

(iii) [The product of (A) the aggregate volume of Producer Plant Products, stated in Gallons, allocated to Producer under this Agreement with respect to such period multiplied by (B) \$[] (as may be increased or decreased in accordance with Section 5.1(b), the "**Delivery Fee**"); and]

(iv) [The product of (A) the aggregate volume of Producer Plant Products, stated in Gallons, sold by Processor on behalf of Producer under this Agreement during such period multiplied by (B) \$[] (as may be increased or decreased in accordance with Section 5.1(b), the “*Marketing Fee*”).

(b) After each of the first five (5) Contract Years, one hundred percent (100%), and after the sixth (6th) Contract Year and each Contract Year thereafter, fifty-five percent (55%), of each of the Fees shall be adjusted up or down on an annual basis in proportion to the percentage change, from the preceding year, in the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics (“*CPI*”). Such adjustment shall be made effective upon the first Day of the relevant Contract Year, and shall reflect the percentage change in the CPI as it existed for June of the preceding Contract Year from the CPI for the second immediately preceding June; *provided, however*, that the Fees shall never be less than the initial fees stated in Section 5.1(a); nor shall any Fees be increased or decreased by more than 3% in any given Contract Year.

(c) Subject to the other provisions of this Agreement, including Section 5.1(d), Producer shall pay Processor the actual cost of electricity used as Fuel and allocated to Producer in accordance with Section 6.2.

(d) Notwithstanding the foregoing provisions of this Section 5.1, regardless of whether Producer utilize any portion of its Firm Capacity, with respect to any Contract Year in which there is a Minimum Processing Volume Commitment, Producer shall pay to Processor, on or before the 30th Day after receipt of Processor’s invoice therefor (which shall be delivered not more than sixty (60) Days after the end of the relevant Contract Year), an amount equal to the excess, if any, of:

(i) the sum of (A) the Minimum Processing Volume Commitment for such Contract Year multiplied by the Processing Fee for such Contract Year[, plus (B) the sum of the Fractionation Fee, the Delivery Fee, and the Marketing Fee that Processor would earn on the volumes of Plant Products extracted from the Minimum Processing Volume Commitment for such Contract Year, based on the Design Recoveries] over

(ii) the sum of (X) the aggregate amount of Fees paid with respect such Contract Year and (Y) the sum of (1) the product of the Processing Fee in effect for such Contract Year multiplied by the aggregate of the volumes of Dedicated Gas, stated in Mcf, Made Available for Delivery by Producer at each Receipt Point during such Contract Year[, plus (2) the Fractionation Fee, the Delivery Fee, and the Marketing Fee that Processor would have earned on the volumes of Plant Products extracted from the volumes of Dedicated Gas so Made Available for Delivery, based on Design Recoveries].

ARTICLE 6 ALLOCATIONS

The allocations set forth in this Article 6 shall be made by Processor on a Monthly basis.

Section 6.1 Allocation of Lost and Unaccounted For Gas.

(a) Total Lost and Unaccounted For Gas with respect to the Processing Plant in respect of each Month shall be determined by subtracting from the total Thermal Content of Gas received at all Plant Receipt Points during such Month the sum of (i) the Thermal Content of Residue Gas actually delivered to all Plant Delivery Points during such Month, (ii) the Thermal Content of Plant Products actually delivered to the Plant Products Delivery Point during such Month, and (iii) the Thermal Content of Gas used for Fuel at the Processing Plant, if any, during such Month.

(b) Thermal Content of Lost and Unaccounted For Gas shall be allocated to each Plant Receipt Point on a pro rata basis, based upon a fraction, the numerator of which is the total Thermal Content of Gas measured at such Plant Receipt Point during the relevant Month (less all Bypass Gas attributable to such Plant Receipt Point), and the denominator of which is the total Thermal Content of Gas measured at all Plant Receipt Points (less the total of all Bypass Gas) during such Month.

(c) [Thermal Content of Lost and Unaccounted For Gas that has been allocated to a Receipt Point in accordance with paragraph (b) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the total Thermal Content of Gas measured at such Gathering Receipt Point during the relevant Month, and the denominator of which is the total Thermal Content of Gas measured at all Gathering Receipt Points during such Month.]

Section 6.2 Allocation of Fuel.

(a) Total Fuel shall be determined based on actual measurements of Fuel consumption.

(b) Fuel (including Gas used as Fuel and the cost of electricity used as Fuel) shall be allocated to each Plant Receipt Point on a pro rata basis, based upon a fraction, the numerator of which is the total volume of Gas (in Mcf) measured at such Plant Receipt Point during the relevant Month (less all Bypass Gas attributable to such Plant Receipt Point), and the denominator of which is the total volume of Gas (in Mcf) measured at all Plant Receipt Points (less the total of all Bypass Gas) during such Month.

(c) [Fuel that has been allocated to a Receipt Point in accordance with paragraph (b) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the total volume of Gas (in Mcf) measured at such Gathering Receipt Point during the relevant Month, and the denominator of which is the total volume of Gas (in Mcf) measured at all Gathering Receipt Points during such Month.]

Section 6.3 Allocation of Bypass Gas. Thermal Content of Bypass Gas bypassed at any Bypass Point during a Month shall be allocated to each Plant Receipt Point upstream of the relevant Bypass Point as follows:

(a) First, by allocation on a pro rata basis among all Plant Receipt Points (upstream of the relevant Bypass Point) at which Interruptible Gas was delivered (together, the “*Interruptible Gas Plant Receipt Points*”) during the relevant Month (based on a fraction, the numerator of

Plant Receipt Point during the relevant Month, and the denominator of which is the Thermal Content of all Gas delivered at all Interruptible Gas Plant Receipt Points during such Month), to a maximum amount (in Thermal Content) for each such Interruptible Gas Receipt Point equal to the Thermal Content of the total Interruptible Gas received at such Interruptible Gas Plant Receipt Point during such Month.

(b) Secondly, to the extent of any remaining Bypass Gas after the allocation set forth in paragraph (a) above, on a pro rata basis among all Plant Receipt Points (upstream of the relevant Bypass Point) at which any Gas was delivered during the relevant Month (based on a fraction, the numerator of which is the Thermal Content of Gas received at the relevant Plant Receipt Point during the relevant Month, and the denominator of which is the Thermal Content of all Gas delivered at all Plant Receipt Points upstream of the relevant Bypass Point during such Month), to a maximum amount (in Thermal Content) for each such Plant Receipt Point equal to the total Thermal Content of all Gas entitled to Firm Service that was received at such Plant Receipt Point during such Month.

(c) [Thermal Content of Bypass Gas that has been allocated to a Receipt Point in accordance with paragraphs (a) and (b) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Thermal Content of Gas measured at such Gathering Receipt Point during the relevant Month, and the denominator of which is the total Thermal Content of Gas measured at all Gathering Receipt Points during such Month.]

Section 6.4 Allocation of Plant Products.

(a) The volume (in Gallons) of [each Plant Product] OR [the Plant Products](5) at the Plant Products Delivery Point shall be allocated to each Plant Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Theoretical Gallons of the [relevant Plant Product] OR [Plant Products] contained in the Gas received at such Plant Receipt Point during the relevant Month (such Gas measurement being calculated minus any Bypass Gas, Fuel and Lost and Unaccounted For Gas allocated to such Plant Receipt Point in accordance with this Agreement), and the denominator of which is the Theoretical Gallons of the [relevant Plant Product] OR [Plant Products] contained in the Gas received at all Plant Receipt Points during such Month (such Gas measurement being calculated minus any Bypass Gas, Fuel and Lost and Unaccounted For Gas allocated to such Plant Receipt Point in accordance with this Agreement).

(b) [The volume (in Gallons) of [each Plant Product] OR [the Plant Products] that has been allocated to a Receipt Point in accordance with paragraph (a) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Theoretical Gallons of the [relevant Plant Product] OR [Plant Products] contained in the Gas measured at such Gathering Receipt Point during the relevant Month (less the volume of fuel and lost and unaccounted for Gas allocated to such Gathering Receipt Point in accordance with the Gathering Agreement in respect of such Month), and the denominator of which is the Theoretical Gallons of the [relevant Plant Product] OR [Plant Products] contained in the Gas

(5) The appropriate wording will depend on whether Processor is to provide fractionation services under this Agreement.

measured at all Gathering Receipt Points during the relevant Month (less the volume of all fuel and lost and unaccounted for Gas allocated to all Gathering Receipt Points in accordance with the Gathering Agreement).]

Section 6.5 Allocation of Residue Gas.

(a) Thermal Content of Residue Gas available for redelivery at the Delivery Points shall be allocated to each Plant Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Thermal Content of the Gas received at such Plant Receipt Point during the relevant Month (less the Thermal Content of the Bypass Gas, Plant Products, Fuel and Lost and Unaccounted For Gas allocated to such Plant Receipt Point in accordance with this Agreement), and the denominator of which is the Thermal Content of all Gas delivered at all Plant Receipt Points during such Month (less the Thermal Content of all Bypass Gas, Plant Products, Fuel and Lost and Unaccounted For Gas in respect of such Month).

(b) [Thermal Content of Residue Gas that has been allocated to a Receipt Point in accordance with paragraph (a) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Thermal Content of Gas measured at such Gathering Receipt Point during the relevant Month (less the Thermal Content of fuel and lost and unaccounted for Gas allocated to such Gathering Receipt Point in accordance with the Gathering Agreement in respect of such Month), and the denominator of which is the total Thermal Content of Gas measured at all Gathering Receipt Points during such Month (less the Thermal Content of all fuel and lost and unaccounted for Gas allocated to all Gathering Receipt Points in accordance with the Gathering Agreement).]

Section 6.6 [Gathering System Measurement Information]. [Producer shall direct the gatherer under the Gathering Agreement to provide to Processor such measurement and allocation information as Processor may request to permit Processor to allocate Lost and Unaccounted For Gas, Fuel, Residue Gas, Bypass Gas and Plant Products to the Gathering Receipt Points in accordance with this Section 6.6.]

ARTICLE 7
CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES

Section 7.1 Processing Rights. Producer shall cause the Producer Gas delivered to the Processing Plant not to have been, before delivery, processed for the extraction of Plant Products and other valuable components. Nothing in this Section 7.1 shall limit the right of Producer or any other Person to dehydrate Gas or to treat Gas for the removal of carbon dioxide or hydrogen sulfide.

Section 7.2 Operational Control of Processor's Facilities. Processor shall design, construct, own, operate, and maintain the Processing Plant at its sole cost and risk. Processor shall be entitled to full and complete operational control of its facilities and shall be entitled to schedule deliveries and to operate and reconfigure its facilities in a manner consistent with its obligations under this Agreement.

Section 7.3 Maintenance. Processor shall be entitled, without liability, to interrupt its performance hereunder to perform necessary or

testing, alterations, modifications, expansions, connections, repairs or replacements to its facilities as Processor deems necessary (“*Maintenance*”), with reasonable notice provided to Producer, except in cases of emergency where such notice is impracticable or in cases where the operations of Producer will not be affected. Before the beginning of each calendar year, Processor shall provide Producer in writing with a projected schedule of the Maintenance to be performed during the year and the anticipated date of such Maintenance. On or before the 10th Day before the end of each Month, Processor shall provide Producer with its projected maintenance schedule for the following Month.

Section 7.4 Firm Capacity: Capacity Allocations at the Processing Plant. Subject to the capacity allocations set forth in this Section 7.4, Processor has the right to contract with other Persons for the processing of Third Party Gas at the Processing Plant, including by providing such Persons with Firm Service[, so long as the aggregate amount of Producer’s Firm Capacity and all Third Party Gas entitled to Firm Service does not, together, exceed the total processing capacity of the Processing Plant]. If the processing capacity at the Processing Plant is limited at any particular time, including for reasons of Maintenance or Force Majeure, then Processor shall interrupt or curtail receipts of Gas in accordance with the following:

(a) *First*, Processor shall curtail all Interruptible Gas prior to curtailing Gas that is entitled to Firm Service.

(b) *Second*, if additional curtailments are required beyond Section 7.4(a) above, Processor shall curtail Gas that is entitled to Firm Service. In the event Processor curtails some, but not all such Gas on a particular Day, Processor shall allocate the capacity of the Processing Plant on a pro rata basis based upon the average of the Producer’s and the other Firm Service producers’ confirmed nominations for the previous fourteen (14) Day period (in respect of their Firm Service entitlements) prior to the event causing the curtailment.

Section 7.5 Arrangements After Redelivery. It shall be Producer’s obligation to make any required arrangements with other parties for delivery of Producer’s Gas to the Receipt Points and removal of Residue Gas following delivery by Processor at the Delivery Points.

Section 7.6 Bypass Gas. Subject always to Section 7.4, during any period when (i) all or any portion of the Processing Plant is shut down because of mechanical failure, Maintenance, operating conditions outside of the design parameters of the Processing Plant, or Force Majeure, (ii) Producer’s Gas Made Available for Delivery, together with Third Party Gas delivered to the Processing Plant, exceeds the capacity of the Processing Plant, or (iii) Processor determines reasonably and in good faith that the operation of all or any portion of the Processing Plant will cause injury or harm to Persons or property or to the integrity of the Processing Plant, Processor may, if the relevant Downstream Pipelines are willing to take unprocessed Gas, elect to bypass Producer’s Gas around the Processing Plant, in which case such Producer’s Gas shall be Bypass Gas in respect of which Processor’s obligations under Section 10.3 will not apply.

ARTICLE 8 PRESSURES AT RECEIPT POINTS AND DELIVERY POINTS

Section 8.1 Pressure at Receipt Points. Producer shall deliver or shall cause to be delivered Producer’s Gas hereunder at a pressure sufficient to enter the Processing Plant at the Receipt Points at a pressure not less than 950 psig. In the event that Producer’s Gas is delivered at the Receipt Points at a pressure less than 950 psig, Processor will operate the Processing Plant and process Producer’s Gas in each case to the extent commercially practicable and reasonable under the circumstances and taking into account the impact that such lower pressure may have on the operation of the Processing Plant, and Producer agrees to be responsible for, and to defend, indemnify, release, and hold Processor and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature resulting from such low pressure Gas.

Section 8.2 Pressure at Delivery Points. Processor shall redeliver Producer’s Residue Gas within the pressure parameters required by the Downstream Pipelines; provided, however, Processor shall have no obligation to compress Residue Gas to a pressure exceeding 1,200 psig.

ARTICLE 9 NOMINATION AND BALANCING

Section 9.1 Processor Notifications. On or before the fifth (5th) Day prior to the end of each Month, Processor shall provide written notice to Producer of Processor’s good faith estimate of any capacity allocations or curtailments for the Processing Plant, if any, that, based on then currently available information, Processor anticipates will be required or necessary during the next Month, including as a result of any Maintenance. Processor shall use all reasonable efforts to provide 48 hours’ advance notice of any actual event requiring allocation or curtailment, including Maintenance.

Section 9.2 Nominations. Scheduling of receipts and deliveries of gas between the Receipt Point and Delivery Points shall be in accordance with Processor’s reasonable nomination and scheduling procedures and the nomination and scheduling procedures and imbalance tolerance levels of the downstream transporters. No later than two (2) Business Days prior to the end of each Month, Producer shall notify Processor of the quantity of gas in MMBtu Producer expects to make available and deliver at the Receipt Points and receive at the Delivery Points each Day of the following Month, including identification of each such Receipt Point and Delivery Point and the volumes of delivery at each Receipt Point and Delivery Point identified (the “*Nomination*”). No later than five (5) Business Days prior to the end of each Month, Processor shall notify Producer of the estimated Fuel expected to be used at the Processing Plant for the following Month, expressed as a percentage of the MMBtus delivered at the Receipt Points (using the allocation methodology set forth in Section 6.2), after taking into consideration the anticipated operational efficiencies and operational mode of the Processing Plant. Should Producer desire to change the Nomination during a Month, such change to the Nomination shall be in accordance with the nomination procedures of the Downstream Pipelines. Residue Gas shall be delivered by Processor in accordance with confirmation by the Downstream Pipelines of the Nomination and/or changes to the Nomination.

Section 9.3 Balancing. Processor will maintain records of any Daily and Monthly variances (“*Imbalances*”) between the volume of Dedicated Gas received at the Receipt Points and the volumes of Producer Residue Gas (after Lost and Unaccounted for Gas, Fuel and Plant Products allocated to Producer). Producer shall make such changes in its Nominations as Processor may from time to time reasonably request to maintain Daily and Monthly balances or to correct an Imbalance. Producer shall reimburse Processor for any cost, penalty, or fee arising from any Imbalance assessed against Processor by any Person receiving Producer Residue Gas downstream of the Delivery Points or Producer Plant Products downstream of the Plant Products Delivery Point, except to the extent such Imbalance was caused by Processor. Upon the termination of this Agreement or at such other time as the Parties agree the Parties shall cash out any cumulative Imbalance using the applicable Index Price for the prior Month.

ARTICLE 10 QUALITY

Section 10.1 Receipt Point Gas Quality Specifications. Gas delivered by Producer to the Receipt Points shall meet the following specifications (collectively, the “*Gas Quality Specifications*”):

- (a) The Gas shall not contain any of the following in excess of: one-quarter (1/4) grain of hydrogen sulfide per hundred (100) Cubic Feet; one (1) grain of total sulfur per hundred (100) Cubic Feet; two one-hundredths of one percent (0.02%) by volume of oxygen; or two percent (2%) by volume of nitrogen.
- (b) The total of all non-hydrocarbon gases shall not exceed three percent (3%) by volume.
- (c) The temperature of the Gas at the Receipt Point shall not be in excess of one hundred twenty (120) degrees Fahrenheit.
- (d) The Gas shall be free of solids, sand, salt, dust, gums, crude oil, and hydrocarbons in the liquid phase, and other objectionable substances which may be injurious to pipelines or which may interfere with the measurement, transmission or commercial utilization of said Gas.

Except for items (a) through (d) above, such Gas shall be of such quality as would, after processing (assuming the proper performance by Processor of its obligations under this Agreement) meet the most restrictive quality specifications required from time to time by the Downstream Pipelines, including as to water vapor content.

Section 10.2 Non-Conforming Gas. If any Gas delivered by Producer fails at any time to conform to the Gas Quality Specifications, then Processor will have the right to immediately discontinue receipt of such non-conforming Gas so long as such Gas continues to be non-conforming. Producer agrees to undertake commercially reasonable measures to eliminate the cause of such non-conformance. If Producer fails to remedy such non-conformance, but such Gas conforms to all specifications other than hydrocarbon dew point and/or Gross Heating Value, then Processor agrees to (i) use commercially reasonable efforts to blend and commingle such Gas with other Gas in the Processing Plant so that it meets the applicable specifications and

20

(ii) if such Gas cannot be brought into compliance with such blending, will continue to accept such Gas, such Gas will be Bypass Gas, and Processor shall redeliver such Bypass Gas to those Delivery Points at which the Downstream Pipelines will accept such non-conforming Gas as long as (A) no harm is done to the Processing Plant, (B) no harm is done to other customers of Processor or their Gas, and (C) other customers of Processor are not prevented from nominating Gas to their preferred Plant Delivery Point. In the event that Processor takes receipt of non-conforming Gas, Producer agrees to be responsible for, and to defend, indemnify, release, and hold Processor and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature resulting from such non-conforming Gas.

Section 10.3 Producer Residue Gas Quality Specifications. Processor shall redeliver the Producer Residue Gas at the Delivery Points meeting the Gas Quality Specifications[, provided that Producer complies with its obligations in the proviso to Section 10.3 of the Gathering Agreement].

Section 10.4 Greenhouse Gas Emissions. Notwithstanding anything contained in this Agreement to the contrary, in the event there is an enactment of, or change in, any law after the Effective Date of this Agreement which, in Processor’s reasonable determination, results in (a) a Governmental Authority requiring Processor to hold or acquire emission allowances or their equivalent related to the carbon dioxide content or emissions or the greenhouse gas content or emissions attributable to Producer’s Gas and/or the gathering, or transportation of such Gas (collectively, “*Producer’s GHG Emissions*”) or (b) Processor incurring any costs or expenses attributable to Producer’s Gas, including any costs or expenses for disposal or treating of carbon dioxide attributable to such Gas, or any other additional economic burden being placed on Processor in connection with or related to Producer’s GHG Emissions, including any tax, assessment, or other cost or expense (collectively, “*Emissions Charges*”), then (i) Processor will use reasonable efforts to provide any required emissions allowances or their equivalent to Processor in a timely manner (and shall indemnify and hold harmless Processor from against any Losses, including any expenses incurred by Processor in acquiring such allowances in the marketplace, arising out of Producer’s failure to so provide such allowances) and (ii) Producer shall be fully responsible for such Emissions Charges and shall reimburse Processor for any Emissions Charges paid by Processor within ten (10) Days of receipt of Processor’s invoice.

ARTICLE 11 MEASUREMENT EQUIPMENT AND PROCEDURES

Section 11.1 Equipment. Processor shall install, own, operate, and maintain Measurement Facilities to measure Gas at all Plant Receipt Points downstream of any slug catcher and, provided Producer bears the cost of the same, shall ensure that each Downstream Pipeline installs, owns, operates, and maintains Measurement Facilities at the Plant Delivery Points. Measurement Facilities at the Plant Receipt Points shall meet current industry standards for custody transfer measurement. Producer shall have the right to install check Measurement Facilities at each Receipt Point, including the right to install check measurement equipment on Processor’s meter tubes and orifice unions.

21

Section 11.2 Gas Measurement Standards. The following standards shall apply to the measurement of Gas hereunder:

- (a) Where measurement is by orifice meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of the Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 3 (ANSI/API 2530) “Orifice Metering of Natural Gas” with any revisions, amendments or

supplements as may be mutually acceptable to the Parties.

(b) Where measurement is by ultrasonic meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of the Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 9 "Measurement of Gas by Multi Path Ultrasonic Meters" with any revisions, amendments or supplements as may be mutually acceptable to the Parties.

(c) The changing and integration of the charts (if utilized for measurement purposes hereunder) and calibrating and adjusting of meters shall be performed by Processor.

Section 11.3 Gas Measurement.

(a) The unit of volume for measurement of Gas delivered hereunder shall be one Mcf at a base temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.73 psia and without adjustment for water vapor content. It is agreed that for the purposes of measurement and computations hereunder, (a) the atmospheric pressure shall be based on the atmospheric pressure determined and used by Downstream Pipelines at the Delivery Points regardless of the atmospheric pressure at which the Gas is measured and (b) all measurements and testing performed hereunder shall all be made by Processor in accordance with applicable rules, regulations, and orders.

(b) Processor's Measurement Facilities at the Plant Receipt Points shall be continuous samplers or gas chromatographs, as Processor shall in its discretion determine, subject to the minimum requirements set forth in the following sentence. Measurement at the Plant Receipt Points shall be done using continuous samplers (for Measurement Facilities metering less than twenty thousand (20,000) Mcf per Day) and online gas chromatographs (for Measurement Facilities metering twenty thousand (20,000) Mcf or more per Day). Measurement at the Plant Delivery Points shall be done using continuous samplers (for Measurement Facilities metering less than twenty thousand (20,000) Mcf per Day) and online gas chromatographs (for Measurement Facilities metering twenty thousand (20,000) Mcf or more per Day). Processor shall procure or cause to be procured a sample of Gas at each Plant Delivery Point and analyze the samples by chromatographic analysis to determine the component content (mole percent), specific gravity, and the Thermal Content thereof. These determinations shall be made utilizing the following standards: (i) Gas Processors Association Obtaining Natural Gas Samples for Analysis by Gas, Publication No. 2166 as amended or supplemented from time to time and (ii) Gas Processors Association Analysis for Natural Gas and Similar Gaseous Mixtures by Gas

22

Chromatography, Publication No. 2161 as amended or supplemented from time to time, or (iii) any other tests that are mutually agreed by Producer and Processor.

(c) The specific gravity of Gas shall be measured by a standard gravity balance in accordance with the provisions of the Natural Gas Processors Association Publication No. 3130, entitled "Standard Method for Determining the Specific Gravity of Gas", or by a gravimeter employing the "Momentum Method" as described in Chapter VII, "Determination of Specific Gravity", of the American Gas Association Gas Measurement Manual, 1963, in each case, as such may be amended from time to time. The specific gravity will be determined and calculated to the nearest one-thousandth (0.001).

(d) The temperature of Gas shall be determined by means of a recording thermometer recording the temperature of such Gas flowing through each measurement meter. The average temperature to the nearest one degree (1°) Fahrenheit, obtained while Gas is being delivered, will be the applicable flowing Gas temperature for the period under consideration.

(e) The deviation of the Gas from the thermodynamic laws applying to perfect gases shall be determined in accordance with the A.G.A. Par Research Project NX-19 Report "Manual for the Determination of Supercompressibility Factors for Natural Gas", Reprinted 1976, if the composition of the Gas is such to render this procedure applicable.

(f) Physical constants required for making calculations hereunder shall be taken from the Gas Processors Association Table of Physical Properties for Hydrocarbons and Other Compounds of Interest to the Natural Gas Industry, Publication No. 2145 as amended or supplemented from time to time. Physical constants for the hexanes and heavier hydrocarbons portion of hydrocarbon mixtures shall be assumed to be the same as the physical constants for hexane.

Section 11.4 Notice of Measurement Facilities Inspection and Calibration. Each Party shall give reasonable notice to the other Party in order that the other Party may, at its option, have representatives present to observe any reading, inspecting, testing, calibrating or adjusting of Measurement Facilities used in measuring or checking the measurement of receipts or deliveries of Gas under this Agreement. The official electronic data from such Measurement Facilities shall remain the property of the Measurement Facilities' owner, but copies of such records shall, upon written request, be submitted, together with calculations and flow computer configurations therefrom, to the requesting Party for inspection and verification.

Section 11.5 Measurement Accuracy Verification.

(a) Each Party shall verify the accuracy of all Measurement Facilities owned by such Party at intervals based upon the following schedule:

- (i) semi-annually for Gas Measurement Facilities metering less than one thousand (1,000) Mcf per Day;
- (ii) quarterly for Gas Measurement Facilities metering between one thousand (1,000) and five thousand (5,000) Mcf per

Day; and

23

- (iii) monthly for Gas Measurement Facilities metering more than five thousand (5,000) Mcf per Day.

Neither Party shall be required to cause adjustment or calibration of such equipment more frequently than once per Month, unless a special test is requested pursuant to Section 11.6.

(b) If, during any test of the Measuring Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated flow rate through each meter run in excess of one percent (1%) of the adjusted flow rate (whether positive or negative and using the adjusted flow rate as the percent error equation denominator), then any previous recordings of such equipment shall be corrected to zero error for any period during which the error existed (and which is either known definitely or agreed to by the Parties) and the total flow for the period redetermined in accordance with the provisions of Section 11.7. If the period of error condition cannot be determined or agreed upon between the Parties, such correction shall be made over a period extending over the last one half of the time elapsed since the date of the prior test revealing the one percent (1%) error.

(c) If, during any test of any Measurement Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated hourly flow rate which does not exceed one percent (1%) of the adjusted flow rate, all prior recordings and electronic flow computer data shall be considered to be accurate for quantity determination purpose.

Section 11.6 Special Tests. In the event a Party desires a special test (a test not scheduled by a Party under the provisions of Section 11.5) of any Measurement Facilities, seventy-two (72) hours advance notice shall be given to the other Party and both Parties shall cooperate to secure a prompt test of the accuracy of such equipment. If the Measurement Facilities tested are found to be within the range of accuracy set forth in Section 11.5(b), then the Party that requested the test shall pay the costs of such special test including any labor and transportation costs pertaining thereto. If the Measurement Facilities tested are found to be outside the range of accuracy set forth in Section 11.5(b), then the Party that owns such Measurement Facilities shall pay such costs and perform the corrections according to Section 11.7.

Section 11.7 Metered Flow Rates in Error. If, for any reason, any Measurement Facilities are (i) out of adjustment, (ii) out of service, or (iii) out of repair and the total calculated flow rate through each meter run is found to be in error by an amount of the magnitude described in Section 11.5, the total quantity of Gas delivered shall be determined in accordance with the first of the following methods which is feasible:

(a) using the registration of any mutually agreeable check metering facility, if installed and accurately registering (subject to testing as provided for in Section 11.5);

(b) Where multiple meter runs exist in series, by calculation using the registration of such meter run equipment; provided that they are measuring Gas from upstream and downstream headers in common with the faulty metering equipment, are not controlled by separate regulators, and are accurately registering;

24

(c) By correcting the error by re-reading of the official charts, or by straightforward application of a correcting factor to the quantities recorded for the period (if the net percentage of error is ascertainable by calibration, tests or mathematical calculation); or

(d) By estimating the quantity, based upon deliveries made during periods of similar conditions when the meter was registering accurately.

Section 11.8 Record Retention. The Party owning the Measurement Facilities shall retain and preserve all test data, charts, and similar records for any calendar year for a period of at least twenty-four (24) Months following the end of such calendar year unless applicable law or regulation requires a longer time period or the Party has received written notification of a dispute involving such records, in which case records shall be retained until the related issue is resolved.

Section 11.9 Access.

(a) Processor shall contract with eLynx Technologies or a provider of comparable services reasonably satisfactory to Producer (the "**Monitoring Services Provider**") for remote monitoring of Gas Measurement Facilities, including monitoring of measurement data on an hourly (or more frequent) basis for flow rate, meter pressures, meter temperature, orifice diameter, Gross Heating Value, and composition for importation into PRAMS Plus production software or comparable production software ("**Remote Monitoring Data**").

(b) Processor shall (i) provide the Monitoring Services Provider access to all of Processor's radio and telephone infrastructure to access and gather all Remote Monitoring Data and (ii) cause the Monitoring Services Provider to allow Producer to view and access all Remote Monitoring Data on the Monitoring Service Provider's system, including the ability to poll for Remote Monitoring Data through the Monitoring Services Provider's system.

(c) Processor shall provide Producer 120 Days' notice of any termination by Processor of its contract with any Monitoring Services Provider.

ARTICLE 12
NOTICES

Section 12.1 Notices. Unless otherwise provided herein, any notice, request, invoice, statement, or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered (i) when hand delivered, or (ii) when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or (iii) if mailed by United States certified mail, postage prepaid, three (3) Business Days after mailing, or (iv) if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party, or (v) when sent via email; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Notwithstanding the foregoing, if a Party desires to serve upon the other a notice of default under this Agreement, the delivery of such notice shall be considered effective under this Section 12.1 only if delivered by any method set forth in items (i) through (iv) above. Any notice shall be given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

25

Producer: ANTERO RESOURCES CORPORATION
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

Processor: ANTERO MIDSTREAM LLC
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

ARTICLE 13 PAYMENTS

Section 13.1 Invoices. Not later than the tenth (10th) Day following the end of each Month, Processor shall provide Producer with a detailed statement setting forth:

(a) the volume and Thermal Content of Gas received by Processor at the Plant Receipt Points in such Month, the volume and Thermal Content of Residue Gas delivered at the Plant Delivery Points in such Month, the quantity of Gas and the cost of electricity used as Fuel in such Month, the volume and Thermal Content of Lost and Unaccounted For Gas for such Month, and the volume and Thermal Content of Plant Products delivered to the Plant Products Delivery Point in such Month;

26

(b) the volume and Thermal Content of Producer Gas received by Processor at the Receipt Points in such Month, the volume and Thermal Content of Producer Residue Gas delivered to the Delivery Points in such Month, the quantity of Gas and the cost of electricity used as Fuel and allocated to Producer in such Month, the volume and Thermal Content of Lost and Unaccounted For Gas for such Month allocated to Producer in accordance with this Agreement, and the volume and Thermal Content of Producer Plant Products delivered to the Plant Products Delivery Point in such Month;

(c) the Processing Fee, [the Fractionation Fee], [the Delivery Fee] and [the Marketing Fee] with respect to such Month; and

(d) relevant measurement summaries and the amount of any Imbalances and all relevant supporting documentation, to the extent available on such tenth (10th) Day (with Processor being obligated to deliver any such supporting documentation that is not available on such tenth (10th) Day as soon as it becomes available).

Producer shall make payment to Processor by the last Business Day of the Month in which such invoice is received. Such payment shall be made by wire transfer pursuant to wire transfer instructions delivered by Processor to Producer in writing from time to time. If any overcharge or undercharge in any form whatsoever shall at any time be found and the invoice therefor has been paid, Processor shall refund any amount of overcharge, and Producer shall pay any amount of undercharge, within thirty (30) Days after final determination thereof, provided, however, that no retroactive adjustment will be made beyond a period of twenty-four (24) Months from the date of a statement hereunder.

[Processor shall be entitled to set off any Net Sales Price owed by Processor to Producer from time to time under Section 3.5(a) against any amount owing by Producer to Processor under this Agreement, the Gathering Agreement and/or the Water Services Agreement from time to time, such that only the net amount shall be payable.]

Section 13.2 Right to Suspend on Failure to Pay. If any undisputed amount due hereunder remains unpaid for sixty (60) Days after the due date, Processor shall have the right to suspend or discontinue Services hereunder until any such past due amount is paid.

Section 13.3 Audit Rights. Either Party, on not less than thirty (30) Days prior written notice to the other Party, shall have the right at its expense, at reasonable times during normal business hours, but in no event more than twice in any period of twelve (12) consecutive Months, to audit the books and records of the other Party to the extent necessary to verify the accuracy of any statement, allocation, measurement, computation, charge, payment made under, or obligation or right pursuant to this Agreement. The scope of any audit shall be limited to transactions affecting Dedicated Gas hereunder and shall be limited to the twenty-four (24) Month period immediately prior to the Month in which the notice requesting an audit was given. All statements, allocations, measurements, computations, charges, or payments made in any period prior to the twenty-four (24) Month period immediately prior to the Month in which the audit is requested shall be conclusively deemed true and correct and shall be final for all purposes.

Section 13.4 Payment Disputes. In the event of any dispute with respect to any payment hereunder, Producer shall make timely payment of all undisputed amounts, and Processor and Producer will use good faith efforts to resolve the disputed amounts within sixty (60) Days following the original due date. Any amounts subsequently resolved shall be due and payable within ten (10) Days of such resolution.

Section 13.5 Interest on Late Payments. In the event that Producer shall fail to make timely payment of any sums, except those contested in good faith or those in a good faith dispute, when due under this Agreement, interest will accrue at an annual rate equal to ten percent (10%) from the date payment is due until the date payment is made.

Section 13.6 Credit Assurance. Processor shall apply consistent evaluation practices to all similarly situated producers to determine Producer's financial ability to perform its payment obligations under this Agreement.

(a) If Processor has reasonable grounds for insecurity regarding the performance of any obligation by Producer under this Agreement (whether or not then due), Processor may demand Adequate Assurance of Performance from Producer, which Adequate Assurance of Performance shall be provided to Processor within five (5) Days after written request. If Producer fails to provide such Adequate Assurance of Performance within such time, then Processor may suspend its performance under this Agreement until such Adequate Assurance of Performance is provided. However, any action by Processor shall not relieve Producer of its payment obligations. The exercise by Processor of any right under this Section 13.6 shall be without prejudice to any claims for damages or any other right under this Agreement. As used herein, "*Adequate Assurance of Performance*" means any of the following, in Processor's reasonable discretion:

- (i) an irrevocable standby letter of credit in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder from a financial institution rated at least A- by S&P or at least A3 by Moody's in a form and substance satisfactory to Processor;
- (ii) cash collateral in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder to be deposited in an escrow account as designated by Processor; Processor is hereby granted a security interest in and right of set-off against all cash collateral, which is or may hereafter be delivered or otherwise transferred to such escrow account in connection with this Agreement; or
- (iii) a guaranty in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder reasonably acceptable to Processor.

(b) The term of any security provided under this Section 13.6 shall be as reasonably determined by Processor, but it shall never exceed sixty (60) Days, after which the security shall terminate (or in the case of cash collateral, be immediately returned by Processor to Producer without further action by either Party). Nothing shall prohibit Processor, however,

from requesting additional Adequate Assurance of Performance following the end of any such term, so long as the conditions triggering such a request under this Section 13.6 exist.

(c) Should Producer fail to provide Adequate Assurance of Performance within five (5) Days after receipt of written demand for such assurance (which shall include reasonable particulars for the demand and documentation supporting the calculation of such amount demanded), then Processor shall have the right (notwithstanding any other provision of this Agreement) to suspend performance under this Agreement until such time as Producer furnishes Adequate Assurance of Performance.

Section 13.7 Excused Performance. Processor will not be required to perform or continue to perform the Services hereunder, and Producer shall not be obligated to deliver Dedicated Gas to the Processing Plant (or make any payments required under Section 5.1(d)) in the event:

- (a) the other Party has voluntarily filed for bankruptcy protection under any chapter of the United States Bankruptcy Code;
- (b) the other Party is the subject of an involuntary petition of bankruptcy under any chapter of the United States Bankruptcy Code, and such involuntary petition has not been settled or otherwise dismissed within ninety (90) Days of such filing; or
- (c) the other Party otherwise becomes insolvent, whether by an inability to meet its debts as they come due in the ordinary course of business or because its liabilities exceed its assets on a balance sheet test; and/or however such insolvency may otherwise be evidenced.

ARTICLE 14 FORCE MAJEURE

Section 14.1 Suspension of Obligations. In the event a Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make payments then or thereafter due hereunder, and such Party promptly gives notice and reasonably full particulars of such Force Majeure in writing to the other Party promptly after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as and to the extent that they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as reasonably possible be remedied with all reasonable dispatch by the Party claiming Force Majeure.

Section 14.2 Definition of Force Majeure. The term "*Force Majeure*" as used in this Agreement shall mean any cause or causes not reasonably within the control of the Party claiming suspension and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections, riots, epidemics, landslides, subsidence, lightning, earthquakes, fires, storms or storm warnings, crevasses, floods, washouts, civil disturbances, explosions, breakage or accident to wells, machinery, equipment or lines of pipe, the necessity for testing or making repairs or alterations

to wells, machinery, equipment or lines of pipe, freezing of wells, equipment or lines of pipe, inability of any Party hereto to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or government authorizations, any action or restraint by any Governmental Authority (so long as the Party claiming suspension has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by the claiming Party to comply with applicable laws, rules, regulations, or orders), [and, in the case of either party as the claiming party, any failure by the other party to perform any obligation on such other party under the Gathering Agreement,] and, in the case of Processor as the claiming party, any breach of any representation or warranty of Producer or any failure by Producer to perform any obligation of Producer under that certain Contribution Agreement dated [], 2014, by and between Producer and Processor.

Section 14.3 Settlement of Strikes and Lockouts. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the sole discretion of the Party having the difficulty.

Section 14.4 Payments for Gas Delivered. Notwithstanding the foregoing, it is specifically understood and agreed by the Parties that an event of Force Majeure will in no way affect or terminate Producer's obligation to make payment for quantities of Producer Residue Gas and Producer Plant Products delivered prior to such event of Force Majeure.

ARTICLE 15 INDEMNIFICATION

Section 15.1 Processor. Subject to the terms of this Agreement, including Section 18.8, Processor shall release, indemnify, defend, and hold harmless Producer and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Processor and (ii) any breach of this agreement by Processor.

Section 15.2 Producer. Subject to the terms of this Agreement, including Section 18.8, Producer shall release, indemnify, defend, and hold harmless Processor and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Producer and (ii) any breach of this agreement by Producer.

ARTICLE 16 CUSTODY AND TITLE

Section 16.1 Custody. As between the Parties, Producer shall be in custody, control and possession of (i) Producer Gas until such Gas is delivered to the Receipt Points, (ii) Producer Residue Gas after it is delivered to Producer at the Delivery Points, and (iii) Producer Plant Products after they are delivered to Producer at the Plant Products Delivery Point. As among the

Parties, Processor shall be in custody, control and possession of all Gas, Residue Gas and Plant Products in the Processing Plant at all other times. The Party having custody and control of Gas, Residue Gas and Plant Products under the terms of this Agreement shall be responsible for, and shall defend, indemnify, release and hold the other Party and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature for anything that may happen or arise with respect to such Gas, Residue Gas or Plant Products when such Gas, Residue Gas or Plant Products are in its custody and control, including losses resulting from any negligent acts or omissions of any indemnified party, but excluding any losses to the extent caused by or arising out of the negligence, gross negligence, or willful misconduct of the indemnified party.

Section 16.2 Producer Warranty. Producer represents and warrants that it owns, or has the right to deliver to the Processor in accordance with this Agreement, all Producer Gas delivered under this Agreement, free and clear of all liens, encumbrances and adverse claims. If the title to Gas delivered by Producer hereunder is disputed or is involved in any legal action, Processor shall have the right to withhold payment (with interest at the prime rate as published in the Wall Street Journal, under "Money Rates"), or cease receiving such Gas, to the extent of the interest disputed or involved in legal action, during the pendency of the action or until title is freed from the dispute, or until Producer furnishes, or causes to be furnished, indemnification to save Processor harmless from all claims arising out of the dispute or action, with surety acceptable to Processor. Producer hereby indemnifies Processor against and holds Processor harmless from any and all claims and losses arising out of or related to any breach of the foregoing representation and warranty.

Section 16.3 Title. Other than as set forth in this Section 16.3, title to all Producer Gas delivered under this Agreement, including all constituents thereof, shall remain with and in Producer or its customers at all times; provided, however, title to Fuel and Lost and Unaccounted For Gas shall pass from Producer or its customer to Processor immediately downstream of the Receipt Points. Title to Producer Plant Products shall pass from Producer to Processor[, and title to Fractionated Products exchanged for Producer Plant Products in accordance with Section 3.5 shall pass from Processor to Producer, in each case] at the Plant Products Delivery Point. [Title to the Fractionated Products shall remain with Producer until completion of the sale to the relevant customer of Producer.] Although Producer shall retain title to Producer Gas as provided in this Section 16.3, Producer Gas shall constitute part of the supply of Gas from all sources to the Processing Plant and, as such, Processor shall have the right to commingle Producer Gas with Third Party Gas. Producer recognizes that no segregated facilities are provided by Processor hereunder.

ARTICLE 17 TAXES; ROYALTIES

Section 17.1 Taxes. Producer shall pay or cause to be paid and agrees to hold Processor harmless as to the payment of all excise, gross production, severance, sales, occupation and all other Taxes, charges or impositions of every kind and character required by statute or by order of Governmental Authorities and levied against or with respect to Producer Gas, Producer Residue Gas, Producer Plant Products or the Services provided under this Agreement. Processor shall not become liable for such Taxes, unless designated to remit those

Taxes on behalf of Producer by any duly constituted jurisdictional agency having authority to impose such obligations on Processor, in which event the amount of such Taxes remitted on Producer's behalf shall be (i) reimbursed by Producer upon receipt of invoice, with corresponding documentation from Processor setting forth such payments, or (ii) deducted from amounts otherwise due Processor under this Agreement. Processor shall pay or cause to be paid all Taxes, charges and assessments of every kind and character required by statute or by order of Governmental Authorities with respect to the Processing Plant. Neither Party shall be responsible nor liable for any Taxes or other statutory charges levied or assessed against the facilities of the other Party, including ad valorem tax (however assessed), used for the purpose of carrying out the provisions of this Agreement or against the net worth or capital stock of such Party.

Section 17.2 Royalties. As between the Parties, Producer shall have the sole and exclusive obligation and liability for the payment of all Persons due any proceeds derived from Producer Gas, Producer Residue Gas or Producer Plant Products delivered under this Agreement, including royalties, overriding royalties, and similar interests, in accordance with the provisions of the leases or agreements creating those rights to proceeds. In no event will Processor have any obligation to those Persons due any of those proceeds of production attributable to any such Producer Gas, Producer Residue Gas or Producer Plant Products delivered under this Agreement.

ARTICLE 18 MISCELLANEOUS

Section 18.1 Rights. The failure of either Party to exercise any right granted hereunder shall not impair nor be deemed a waiver of that Party's privilege of exercising that right at any subsequent time or times.

Section 18.2 Applicable Laws. This Agreement is subject to all valid present and future laws, regulations, rules and orders of Governmental Authorities now or hereafter having jurisdiction over the Parties, this Agreement, or the services performed or the facilities utilized under this Agreement.

Section 18.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to choice of law principles.

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between the Parties arising out of this Agreement or the transactions contemplated hereby shall be in any state or federal court in City and County of Denver, Colorado, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts.

32

Section 18.4 Successors and Assigns.

(a) This Agreement shall extend to and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as set forth in Section 18.4(b) and Section 18.4(c), neither Party shall have the right to assign its respective rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (which such consent shall not be unreasonably withheld, conditioned or delayed), and any assignment or attempted assignment made otherwise than in accordance with this Section 18.4 shall be null and void *ab initio*.

(b) Notwithstanding the foregoing clause (a), Processor may perform all services under this Agreement itself using its own gathering, compression, and other facilities and/or perform any or all such services through third parties, in which case references herein to the Processing Plant shall be deemed to be references to such facilities of the relevant third party.

(c) Notwithstanding the foregoing clause (a):

(i) Processor shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Producer if such assignment is made to any Person to which the Processing Plant or any part thereof has been or will be transferred that assumes in writing all of Processor's obligations hereunder (if applicable, to the extent that part of the Processing Plant being transferred to such Person) and is (A) an Affiliate of Processor or (B) a Person to which the Processing Plant has been or will be transferred who (1) hires (or retains, as applicable) operating personnel who are then operating the Processing Plant (or has similarly experienced operating personnel itself), (2) has operated for at least two (2) years prior to such assignment facilities similar to the Processing Plant, or (3) contracts for the operation of the Processing Plant with another Person that satisfies either of the foregoing conditions (1) or (2) in this clause (B), provided in the case of an assignment pursuant to this clause (B), the assignee has creditworthiness as reasonably determined by Producer that is equal to the higher of Processor's creditworthiness as of the Effective Date and Processor's creditworthiness as of the date of the assignment.

(ii) Processor shall have the right to grant a security interest in this Agreement to a lender or other debt provider (or trustee or agent on behalf of such lender) of Processor.

(iii) Producer shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Processor, to any Person to which it sells, assigns, or otherwise transfers all or any portion of the Dedicated Properties and (A) who assumes in writing all of Producer's obligations hereunder (if applicable, to the extent of the Dedicated Properties being transferred to such Person) and (B) whose credit rating is equal to or greater than the greater of Producer's credit rating as of the Effective Date and Producer's credit rating as of the date of the assignment.

(d) Upon an assignment by Processor in accordance with Section 18.4(c)(i)(B) Processor shall be released from its obligations under this Agreement to the extent of such assignment. Upon an assignment by Producer in accordance with Section 18.4(c)(ii), Producer shall be released from its obligations under this Agreement to the extent of such assignment.

33

Section 18.5 Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, then (i) such provision shall be deemed inoperative to the extent it is deemed void or unenforceable, (ii) the Parties agree to enter into such amendments to this Agreement in order to give effect, to the greatest extent legally possible, to the provision that is determined to be void or unenforceable and (iii) the other provisions of this Agreement in all other respects shall remain in full force and effect and binding and enforceable to the maximum extent permitted by law; provided, however, that in the event that a material term under this Agreement is so modified, the Parties will, timely and in good faith, negotiate to revise and amend this Agreement in a manner which preserves, as closely as possible, each Party's business and economic objectives as expressed by the Agreement prior to such modification.

Section 18.6 Confidentiality.

(a) **Confidentiality.** Except as otherwise provided in this Section 18.6, each Party agrees that it shall maintain all terms and conditions of this Agreement, and all information disclosed to it by the other Party or obtained by it in the performance of this Agreement and relating to the other Party's business (including all data relating to the production of Producer, including well data, production volumes, volumes gathered, transported, or compressed, and gas quality) (collectively, "**Confidential Information**") in strictest confidence, and that it shall not cause or permit disclosure of this Agreement or its existence or any provisions contained herein without the express written consent of the other Party.

(b) **Permitted Disclosures.** Notwithstanding Section 18.6(a), disclosures of any Confidential Information may be made by either Party (i) to the extent necessary for such Party to enforce its rights hereunder against the other Party; (ii) to the extent to which a Party is required to disclose all or part of this Agreement by a statute or by the order or rule of a Governmental Authority exercising jurisdiction over the subject matter hereof, by order, by regulations, or by other compulsory process (including deposition, subpoena, interrogatory, or request for production of documents); (iii) to the extent required by the applicable regulations of a securities or commodities exchange; (iv) to a third person in connection with a proposed sale or other transfer of a Party's interest in this Agreement, provided such third person agrees in writing to be bound by the terms of this Section 18.6; (v) to its own directors, officers, employees, agents and representatives; (vi) to an Affiliate; (vii) to financial advisors, attorneys, and banks, provided that such Persons are subject to a confidentiality undertaking consistent with this Section 18.6(b), or (viii) except for information disclosed pursuant to Article 3 of this Agreement, to a royalty, overriding royalty, net profits or similar owner burdening Dedicated Gas, provided such royalty, overriding royalty, net profits or similar owner, agrees in writing to be bound by the terms of this Section 18.6.

(c) **Notification.** If either Party is or becomes aware of a fact, obligation, or circumstance that has resulted or may result in a disclosure of any of the terms and conditions of this Agreement authorized by Section 18.6(b)(ii) or (iii), it shall so notify in writing the other Party promptly and shall provide documentation or an explanation of such disclosure as soon as it is available.

34

(d) **Party Responsibility.** Each Party shall be deemed solely responsible and liable for the actions of its directors, officers, employees, agents, representatives and Affiliates for maintaining the confidentiality commitments of this Section 18.6.

(e) **Public Announcements.** The Parties agree that prior to making any public announcement or statement with respect to this Agreement or the transaction represented herein permitted under this Section 18.6, the Party desiring to make such public announcement or statement shall provide the other Party with a copy of the proposed announcement or statement prior to the intended release date of such announcement. The other Party shall thereafter consult with the Party desiring to make the release, and the Parties shall exercise their reasonable best efforts to (i) agree upon the text of a joint public announcement or statement to be made by both such Parties or (ii) in the case of a statement to be made solely by one Party, obtain approval of the other Party to the text of a public announcement or statement. Nothing contained in this Section 18.6 shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to this Agreement or the transaction represented herein to any Governmental Authority to the extent required by applicable law or necessary to comply with disclosure requirements of the Securities and Exchange Commission, New York Stock Exchange, or any other regulated stock exchange.

(f) **Survival.** The provisions of this Section 18.6 shall survive any expiration or termination of this Agreement; provided that other than with respect to information disclosed pursuant to Article 3, as to which such provisions shall survive indefinitely, such provisions shall survive only a period of one (1) year.

Section 18.7 Entire Agreement, Amendments and Waiver. This Agreement, including all exhibits hereto, integrates the entire understanding between the Parties with respect to the subject matter covered and supersedes all prior understandings, drafts, discussions, or statements, whether oral or in writing, expressed or implied, dealing with the same subject matter. This Agreement may not be amended or modified in any manner except by a written document signed by the Parties that expressly amends this Agreement. No waiver by either Party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

Section 18.8 Limitation of Liability. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH**

35

A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.

Section 18.9 Headings. The headings and captions in this Agreement have been inserted for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

Section 18.10 Rights and Remedies. Except as otherwise provided in this Agreement, each Party reserves to itself all rights, counterclaims, other remedies and defenses that such Party is or may be entitled to arising from or out of this Agreement or as otherwise provided by law.

Section 18.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust, fiduciary or partnership duty, obligation or liability on or with regard to either Party.

Section 18.12 Rules of Construction. In construing this Agreement, the following principles shall be followed:

- (a) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement;
- (b) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;
- (c) the word “includes” and its syntactical variants mean “includes, but is not limited to,” “includes without limitation” and corresponding syntactical variant expressions;
- (d) the plural shall be deemed to include the singular and vice versa, as applicable; and
- (e) references to Section shall be references to Sections of this Agreement.

Section 18.13 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and shall not inure to the benefit of any other Person whomsoever or whatsoever, it being the intention of the Parties that no third Person shall be deemed a third party beneficiary of this Agreement.

Section 18.14 Further Assurances. Each Party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Agreement.

Section 18.15 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

Section 18.16 Memorandum of Agreement. Contemporaneously with the execution of this Agreement, the Parties shall execute, acknowledge, deliver and record a “short form” memorandum of this Agreement in the form of Exhibit C attached hereto (as modified, including

36

by the addition of any required property descriptions, required by local law and practice to put such Memorandum of record and put third parties on notice of this Agreement), which shall be placed of record in each state and county in which the Dedicated Properties are located.

37

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

ANTERO RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

ANTERO MIDSTREAM LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DELIVERY POINTS

[attached]

1

EXHIBIT B

CONFLICTING DEDICATIONS

[]

EXHIBIT C

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF PROCESSING AGREEMENT (this "Memorandum") is entered into effective [], 2014 (the "Effective Date"), by and between **ANTERO RESOURCES CORPORATION** ("Producer"), with an address of 1615 Wynkoop Street, Denver, Colorado 80202, and **ANTERO MIDSTREAM LLC** ("Processor"), with an address of 1615 Wynkoop Street, Denver, Colorado 80202.

WHEREAS, Producer and Processor entered into that certain Gas Processing Agreement effective [] 2014 (the "Agreement"), pursuant to which Processor will provide certain gas processing and other services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Agreement; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of [counties/states], to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice. Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 through 3 below.
2. Dedication. Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, (a) Producer has exclusively dedicated and committed to deliver to Processor, as and when produced, all Gas produced on or after the date of the Agreement that is attributable to the Oil and Gas Interests set forth in the Schedule hereto, or pooled, unitized or communitized therewith (the "Dedicated Properties"), together with all Gas attributable to third parties that is produced from a well located on the Dedicated Properties, which Gas Producer has the right to control and deliver for processing ("Dedicated Gas"), for processing at the Processing Plant under the Agreement, and (b) Producer agrees not to deliver any Dedicated Gas to any other processing facility (the foregoing dedication and commitment being herein referred to as the "Dedication").
3. Covenant Running with the Land. So long as the Agreement is in effect, the Dedication shall be a covenant running with the land and, subject to the exceptions and reservations set forth in the Agreement, (a) in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dedicated Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state, and (b) in the event Processor sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Processing Plant, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state.

4. No Amendment to Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way.

IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the Day first above written.

ANTERO MIDSTREAM LLC

By: _____
Name: _____
Title: _____

ANTERO RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

Schedule — Oil and Gas Interests

[]

Acknowledgements

STATE OF COLORADO §
CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Midstream LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public in and for

Printed or Typed Name of Notary

STATE OF COLORADO §
 §
CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Resources Corporation, a Delaware corporation, on behalf of said entity.

Notary Public in and for

Printed or Typed Name of Notary

EXHIBIT D

EXCLUDED WELLS

1

EXHIBIT E

DEDICATION AREA

2

EXHIBIT E

FORM OF WATER SERVICES AGREEMENT

[attached]

WATER SERVICES AGREEMENT

BY AND BETWEEN

ANTERO RESOURCES CORPORATION

AND

ANTERO MIDSTREAM LLC

DATED AS OF

[_____]

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	PRODUCER COMMITMENTS	5
Section 2.1	<u>Producer Commitments</u>	5
Section 2.2	<u>Covenant Running with the Land</u>	6
Section 2.3	<u>Additional Oil and Gas Interests or Water Facilities</u>	6

Section 2.4	<u>Priority of Services</u>	9
ARTICLE 3	SERVICES; WATER FACILITIES EXPANSION AND CONNECTION OF DELIVERY POINTS	9
Section 3.1	<u>Midstream Service Commitment</u>	9
Section 3.2	<u>Water Availability and Quantity</u>	9
Section 3.3	<u>Development Plan; Water Facilities Plan; Exchange and Review of Information</u>	9
Section 3.4	<u>Expansion of Water Facilities; Connection of Delivery Points</u>	11
Section 3.5	<u>Take Points</u>	13
Section 3.6	<u>Retention Facilities</u>	13
Section 3.7	<u>Pumping Facilities</u>	13
Section 3.8	<u>Right of Way and Access</u>	14
Section 3.9	<u>Cooperation</u>	14
ARTICLE 4	TERM	15
Section 4.1	<u>Term</u>	15
ARTICLE 5	FEES AND CONSIDERATION	15
Section 5.1	<u>Fees</u>	15
ARTICLE 6	CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES	16
Section 6.1	<u>Operational Control of Midstream's Facilities</u>	16
Section 6.2	<u>Maintenance</u>	16
Section 6.3	<u>Third Party Services; Capacity Allocations on the Water Facilities</u>	16
ARTICLE 7	DELIVERY RATES	17
Section 7.1	<u>Delivery Rates</u>	17
Section 7.2	<u>Producer Facilities</u>	17
ARTICLE 8	NOMINATION	18
Section 8.1	<u>Maximum Take Point Volumes</u>	18
Section 8.2	<u>Take Point Nominations</u>	18
Section 8.3	<u>Delivery Point Nominations</u>	18
ARTICLE 9	WATER QUALITY	18
Section 9.1	<u>Take Point Water Standards</u>	18
Section 9.2	<u>Non-Conforming Take Point Water</u>	18
Section 9.3	<u>Delivery Point Water Quality Standards</u>	19
Section 9.4	<u>Retention Facility Contamination</u>	19

ARTICLE 10	MEASUREMENT EQUIPMENT AND PROCEDURES	19
Section 10.1	<u>Equipment</u>	19
Section 10.2	<u>Units of Measurement</u> . The unit of volume for measurement of Water made available hereunder shall be one Barrel	19
Section 10.3	<u>Notice of Measurement Facilities Inspection and Calibration</u>	19
Section 10.4	<u>Measurement Accuracy Verification</u>	19
Section 10.5	<u>Special Tests</u>	20
Section 10.6	<u>Metered Flow Rates in Error</u>	20
Section 10.7	<u>Record Retention</u>	21
ARTICLE 11	NOTICES	21
Section 11.1	<u>Notices</u>	21
ARTICLE 12	PAYMENTS	22
Section 12.1	<u>Invoices</u>	22
Section 12.2	<u>Right to Suspend on Failure to Pay</u>	22
Section 12.3	<u>Audit Rights</u>	22
Section 12.4	<u>Payment Disputes</u>	23
Section 12.5	<u>Interest on Late Payments</u>	23
Section 12.6	<u>Credit Assurance</u>	23
Section 12.7	<u>Excused Performance</u>	24
ARTICLE 13	FORCE MAJEURE	24
Section 13.1	<u>Suspension of Obligations</u>	24
Section 13.2	<u>Definition of Force Majeure</u>	25
Section 13.3	<u>Settlement of Strikes and Lockouts</u>	25
Section 13.4	<u>Payments for Water Made Available</u>	25
ARTICLE 14	INDEMNIFICATION	25
Section 14.1	<u>Midstream</u>	25
Section 14.2	<u>Producer</u>	25
ARTICLE 15	CUSTODY AND TITLE	26
Section 15.1	<u>Custody</u>	26
ARTICLE 16	PAYMENTS FOR WATER; TAXES	26
Section 16.1	<u>Payments for Water; Taxes</u>	26

ARTICLE 17,	MISCELLANEOUS	26
Section 17.1	<u>Rights</u>	26
Section 17.2	<u>Applicable Laws</u>	27
Section 17.3	<u>Governing Law; Jurisdiction</u>	27
Section 17.4	<u>Successors and Assigns</u>	27
Section 17.5	<u>Severability</u>	28
Section 17.6	<u>Confidentiality</u>	28
Section 17.7	<u>Entire Agreement, Amendments and Waiver</u>	30
Section 17.8	<u>Limitation of Liability</u>	30

Section 17.9	<u>Headings</u>	30
Section 17.10	<u>Rights and Remedies</u>	30
Section 17.11	<u>No Partnership</u>	30
Section 17.12	<u>Rules of Construction</u>	31
Section 17.13	<u>No Third Party Beneficiaries</u>	31
Section 17.14	<u>Further Assurances</u>	31
Section 17.15	<u>Counterpart Execution</u>	31

Exhibit A	Initial Service Area
Exhibit B	Initial Water Facilities
Exhibit C	Take Points
Exhibit D	Initial Development Plan
Exhibit E	Initial Water Facilities Plan
Exhibit F	Form of Connection Notice
Exhibit G	Deemed Connection Notices
Exhibit H	Cost of Service Fee

WATER SERVICES AGREEMENT

This Water Services Agreement (this “*Agreement*”), dated as of [] (the “*Effective Date*”), is by and between **ANTERO RESOURCES CORPORATION**, a Delaware corporation (“*Producer*”), and **ANTERO MIDSTREAM LLC**, a Delaware limited liability company (“*Midstream*”). *Producer* and *Midstream* may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

- A. *Producer* owns Oil and Gas Interests and intends to drill and complete Wells for the production of Hydrocarbons in the Initial Service Area and may from time to time own Oil and Gas Interests and may drill and complete Wells for the production of Hydrocarbons in other areas.
- B. *Producer* requires supplies of Water in its areas of operation for hydraulic fracturing operations and other purposes and has the right to take Water from various rivers and other Water sources to use for such purposes in its operations in the Initial Service Area and may from time to time have rights to take Water from other sources for such operations and operations in other areas.
- C. *Midstream* has acquired the Water Facilities, which *Producer* has been using to take Water from its Water sources and to make available such Water in its areas of operation in the Initial Service Area, including certain related assets, from *Producer*. *Midstream* anticipates the expansion of the Water Facilities to make available Water to additional locations in the Initial Service Area and other areas.
- D. *Producer* desires to contract with *Midstream* to provide the Services utilizing the Water Facilities in the Service Area, and *Midstream* desires to provide the Services to *Producer*, in each case in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Agreement shall have the respective meanings given to such terms set forth below:

Adequate Assurance of Performance. As defined in Section 12.6(a).

Affiliate. Any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. ***Affiliated*** shall have the correlative meaning. The term “control” (including its derivatives and similar terms) shall mean possessing the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Notwithstanding the foregoing, any Person shall be deemed to control any specified Person if such Person owns fifty

percent (50%) or more of the voting securities of the specified Person, or if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common control.

Agreement. As defined in the preamble hereof.

Applicable Law. Any applicable law, statute, regulation, rule, code, administrative order or enforcement action (whether national, local, municipal, territorial, provincial, or federal) of any Governmental Authority to the extent they apply to the Services or the Parties.

Barrel. Forty-two Gallons.

Business Day. Any calendar Day that commercial banks in New York City are open for business.

Completion Deadline. As defined in Section 3.4(b).

Connection Notice. As defined in Section 3.4(b).

Confidential Information. As defined in Section 17.6(a).

Contract Year. Each of (i) the period from the Effective Date to the last Day of the Month in which the first anniversary of the Effective Date occurs and (ii) each period of twelve (12) Months thereafter.

Cost of Service Fee. As defined in Section 5.1(c).

CPI. As defined in Section 5.1(b).

CS Facility. As defined in Section 5.1(c).

Day. A period commencing at 10:00 a.m., Eastern Standard Time, on a calendar day and ending at 10:00 a.m., Eastern Standard Time, on the next succeeding calendar day. **Daily** shall have the correlative meaning.

Delivery Point. The inlet flange of Producer's Water tank or other Producer storage facility located at or in the vicinity of a Well Pad.

Delivery Point Fee. As defined in Section 5.1(a)(i).

Development Plan. As defined in Section 3.3(a).

Effective Date. As defined in the preamble of this Agreement.

Fair Market Value. With respect to any asset, the price that would be paid by a willing buyer of such asset to a willing seller, as determined by an independent nationally known investment banking firm selected by Midstream and reasonably acceptable to Producer.

2

Firm Service. Services that are accorded the highest priority on the Water Facilities with respect to capacity allocations, interruptions, or curtailments, specifically including the Services provided to Producer hereunder. Firm Services will be the last curtailed on the relevant part of the Water Facilities in the event of an interruption or curtailment, and all Firm Services will be treated equally in the event an allocation is necessary.

Force Majeure. As defined in Section 13.2.

Gallon. One U.S. gallon, which is equal to 231 cubic inches.

Gas. Any mixture of gaseous hydrocarbons, consisting essentially of methane and heavier hydrocarbons and inert and noncombustible gases, that is extracted from beneath the surface of the earth.

Governmental Approval. Any permit, license, consent, clearance, certificate, approval, authorization or similar document or authority which any Applicable Law or Governmental Authority requires either Party to hold or obtain in order for the Services to be performed, including any that are required to take Water from the Take Points.

Governmental Authority. Any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

Hydrocarbons. Gas and/or Liquid Hydrocarbons.

Initial Development Plan. The Development Plan attached hereto as Exhibit D.

Initial Service Area. The area described in Exhibit A hereto.

Interruptible Service. Service that is accorded the lowest priority on the Water Facilities with respect to capacity allocations, interruptions, or curtailments. Interruptible Service will be the first curtailed on the Water Facilities in the event of an interruption or curtailment.

Liquid Hydrocarbons. Oil, condensate, natural gasoline and all the liquid hydrocarbon production from wells, or a blend of such.

Maintenance. As defined in Section 6.2.

Maximum BPM Rate. Thirty-five (35) Barrels per minute.

Measurement Facilities. Any facility or equipment used to measure the volume of Water, which may include meter tubes, isolation valves, tank strappings, recording devices, communication equipment, buildings and barriers.

Midstream. As defined in the preamble of this Agreement.

3

Month. A period commencing at 10:00 a.m., Eastern Standard Time, on the first Day of a calendar month and extending until 10:00 a.m., Eastern Standard Time, on the first Day of the next succeeding calendar month. **Monthly** shall have the correlative meaning.

Oil and Gas Interests. Oil and gas leasehold interests and oil and gas mineral fee interests, including working interests, overriding royalty interests, net profits interests, carried interests, and similar rights and interests.

Parties. As defined in the preamble of this Agreement.

Party. As defined in the preamble of this Agreement.

Person. An individual, a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization, or any other entity or organization, including a Governmental Authority.

Planned Well. As defined in Section 3.3(a).

Planned Well Pad. As defined in Section 3.3(a).

Producer. As defined in the preamble of this Agreement.

Required Pumping Station. As defined in Section 3.7.

Required Retention Facility. As defined in Section 3.6.

Retention Facility. Each retention area or other similar facility used to temporarily store Water prior to its being made available at a Delivery Point.

Retention Facility Fee. As defined in Section 5.1(a)(ii).

Service Area. The Initial Service Area and any other area that becomes part of the Service Area pursuant to Section 2.3.

Service Area Properties. All Oil and Gas Interests now owned or hereafter acquired by Producer and located wholly or partly within the Service Area or pooled, unitized or communitized with Oil and Gas Interests located wholly or partly within the Service Area; provided that Service Area Properties shall not include any Oil and Gas Interests that are unitized or pooled with the properties of third parties that are not Service Area Properties if Producer is not the operator of such unit.

Services. As defined in Section 3.1.

System Pumping Station. As defined in Section 3.7.

System Retention Facility. As defined in Section 3.6.

System Segment. A physically separate segment of the Water Facilities that connects one or more Take Points to one or more System Retention Facilities, together with any underground

Water lines downstream of such System Retention Facilities and any rights of way downstream of such System Retention Facilities for surface Water lines, including all underground Water pipelines, System Retention Facilities, System Pumping Stations, Take Point Facilities, Measurement Facilities, rights of way, fee parcels, surface rights, and permits, and all appurtenant facilities.

System Delivery Point. Each point on any System Segment when Water is made available to customers, including the Delivery Points.

System Take Point. Each take point on any System Segment, including the Take Points.

Take Point. Those points specified in Exhibit C hereto, together with such additional points as are specified by Producer in accordance with Section 3.5 from which, in accordance with agreements with the holders of water rights and/or Applicable Laws and required Governmental Approvals, Producer has procured the right for Midstream to take Water to make available to Producer for use in accordance with this Agreement.

Take Point Facilities. All facilities located at any Take Point that are necessary for Midstream to take Water from the Water source at such Take Point.

Target Commencement Date. As defined in Section 3.4(b).

Water. Raw fresh water. For the avoidance of doubt, “*Water*” does not include recycled flowback water or produced water.

Water Facilities. The Water facilities described in Exhibit B being acquired by Midstream from Producer as of the date hereof, together with any additional System Segments constructed after the date hereof, as such Water facilities are expanded after the date hereof, including, in each case, to the extent now in existence or constructed or installed in the future, all underground Water pipelines, System Retention Facilities, System Pumping Stations, Take Point Facilities, Measurement Facilities, rights of way (whether for underground or surface use), fee parcels, surface rights, and permits, and all appurtenant facilities.

Water Facilities Plan. As defined in Section 3.3(b).

Water Quality Standards. As defined in Section 9.1.

Well. A well for the production of Hydrocarbons in which Producer owns an interest that is located on the Service Area Properties or for which Water is required to be made available from the Water Facilities in accordance with this Agreement.

Well Pad. The surface installation on which one or more Wells are located.

ARTICLE 2 PRODUCER COMMITMENTS

Section 2.1 Producer Commitments. Subject to the terms and conditions of this Agreement, Producer covenants and commits to exclusively use Water made available at the

5

Delivery Points or otherwise made available by Midstream to Producer under this Agreement for use in its hydraulic fracturing operations for all Wells operated by Producer in the Service Area.

Section 2.2 Covenant Running with the Land. The covenant and commitment made by Producer under this Article 2 is a covenant running with the land. For the avoidance of doubt and in addition to that which is provided in Section 17.4, in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in any of its Service Area Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state. Notwithstanding the foregoing, Producer shall be permitted to sell, transfer, convey, assign, grant, or otherwise dispose of Service Area Properties free of the covenant and commitment made under this Article 2 in a sale or other disposition in which a number of net acres of Service Area Properties that, when added to the total of net acres of Service Area Properties theretofore and, where applicable, simultaneously disposed of free of the commitment made by Producer under this Article 2, does not exceed the aggregate number of net acres of Service Area Properties acquired by Producer after the Effective Date, including in a transaction in which Service Area Properties are exchanged for other properties located in the Service Area that would be subject to commitment made by Producer under this Article 2.

Section 2.3 Additional Oil and Gas Interests or Water Facilities.

(a) If at any time Producer acquires any existing Water facilities through which Water is made available to any Oil and Gas Interests, it shall, by notice to Midstream on or before the 10th day after such acquisition, which notice shall include a reasonable description of such Water facilities and such Oil and Gas Interests (including an update to the Development Plan reflecting such Oil and Gas Interests in which Producer owns or is acquiring an interest) and the price paid by Producer for such Water facilities, including any liabilities assumed by Producer, offer to sell to Midstream such Water facilities, including all underground Water pipelines, retention facilities, pumping stations, take point facilities, delivery points, measurement facilities, rights of way (whether for underground or surface use), fee parcels, surface rights, and permits, and all appurtenant facilities, as well as any third party contracts for Water services utilizing such pipeline facilities, at the same price at which such Water facilities were acquired by Producer, including the assumption of any liabilities with respect thereto assumed by Producer. Midstream shall have the right, to be exercised by notice to Producer on or before the 60th Day after Producer's notice of its acquisition of such Water facilities, to acquire such Water facilities at such price (including the assumption of such liabilities). If Midstream does not give such notice to Producer on or before such 30th Day, Midstream shall be deemed to have waived its right to acquire such Water facilities, except in the case of a third party services offer as provided below, and (i) Producer shall have the right to own and operate such facilities to make available Water to the Oil and Gas Interests described in such notice in which Producer owns an interest and all other Oil and Gas Interests within the area within three miles of any such Oil and Gas Interest and/or (ii) Producer shall have the right to solicit proposals from a third party service provider to acquire, own, and operate such facilities to make available Water to the Oil and Gas Interests described in such notice in which Producer owns an interest and all Oil and Gas Properties in which Producer owns an interest within the area within three miles of any such Oil and Gas Property. If Producer obtains any such third party proposal, it shall, by notice to Midstream, provide Midstream with all the terms and conditions thereof, and

6

Midstream shall have the right to elect, by notice to Producer on or before the 60th Day after its receipt of Producer's notice containing the terms and conditions of such proposal, to acquire such Water facilities and provide such services on the same terms and conditions as those offered by the third party service provider. If Midstream does not so elect on or before such 60th Day, Midstream shall be deemed to have waived its right to acquire such gathering facilities and provide such services, and Producer shall have the right to contract with such third party service provider to acquire such facilities and to provide such services on such terms and conditions to the Oil and Gas Interests described in such notice in which Producer owns an interest and all other Oil and Gas Interests within the area within three miles of any such Oil and Gas Interest. If Midstream elects to acquire such Water facilities, the closing of Midstream's purchase of such Water facilities from Producer shall take place as soon as reasonably practicable following Midstream's exercise of its right to acquire such Water facilities. From and after the closing of such purchase by Midstream, all Oil and Gas Properties owned by Producer the Water for which is being made available utilizing such water facilities as well as Oil and Gas Properties owned by Producer within the area within three miles of any such Oil and Gas Property shall become Service Area Properties, and such area, to the extent not in or part of the then-existing Service Area, shall become part of the Service Area, such Water facilities shall be deemed to be one or more System Segments and part of the Water Facilities, and the proposed Development Plan update included in Producer's notice shall become part of the Development Plan. In any transaction in which Producer so acquires Water facilities, Producer shall use reasonable efforts to cause the transaction documents for such acquisition to state a separate purchase price (and separately state any assumed liabilities) for such Water facilities. If notwithstanding such reasonable efforts the transaction documents for such acquisition do not state a separate purchase price, the purchase price to be paid by Midstream to Producer for such Water facilities shall be equal to the Fair Market Value of such Water facilities, and Midstream shall assume all liabilities in respect of such Water facilities to the extent arising from the ownership and operation of such Water facilities and/or any occurrence from and after the closing of the purchase of such Water facilities by Midstream.

(b) If at any time Producer desires to construct, own, and operate, or to have constructed and operated, Water facilities to make available Water to any Oil and Gas Interests in which Producer owns an interest outside the then-existing Service Area, Producer shall, by notice to Midstream specifying (i) the facilities it desires and the take points and delivery points it plans to connect, (ii) the Oil and Gas Interests owned by Producer to which Water is to be made available utilizing such facilities (including an update to the Development Plan reflecting such Oil and Gas Interests), and (iii) a proposed development plan for the Wells to be drilled on such Oil and Gas Interests during the period of at least 18 Months after such notice, offer to Midstream the opportunity to construct, own, and operate such facilities as part of the Water Facilities on the terms set forth in this Agreement. Midstream shall have the right, to be exercised by notice to Producer on or before the 60th Day after Producer's notice, to elect to construct, own, and operate such facilities. If Midstream exercises such right, from and after the date of Midstream's notice of exercise, the area within three miles

of the Oil and Gas Properties described in such notice, to the extent not in or part of the then-existing Service Area, shall become part of the Service Area, such Water facilities as they are constructed shall be deemed to be part of the Water Facilities, and the proposed Development Plan update included in Producer's notice shall become part of the Development Plan. If Midstream does not give such notice to Producer on or before such 60th Day, Midstream shall be deemed to have waived its

right to construct, own, and operate the facilities set forth in Producer's notice as part of the Water Facilities on the terms set forth in this Agreement, except in the case of a third party services offer as provided below, and (1) Producer shall have the right to construct, own, and operate such facilities to make available Water to the Oil and Gas Interests described in such notice or (2) Producer shall have the right to solicit proposals from a third party service provider to construct, own, and operate such facilities to make available Water to the Oil and Gas Interests described in such notice and to make available Water to all Oil and Gas Properties owned by Producer within the area within three miles of any such Oil and Gas Property. If Producer obtains any such third party proposal, it shall, by notice to Midstream, provide Midstream with all the terms and conditions thereof, and Midstream shall have the right to elect, by notice to Producer on or before the 60th Day after its receipt of Producer's notice containing the terms and conditions of such proposal, to construct, own, and operate such water facilities to make available Water to the Oil and Gas Interests described in such notice on the same terms and conditions as those offered by the third party service provider. If Midstream does not so elect on or before such 60th Day, Midstream shall be deemed to have waived its right to provide such services, and Producer shall have the right to contract with such third party service to make available Water to the Oil and Gas Interests described in such notice and to make available Water to all Oil and Gas Properties owned by Producer within the area within three miles of any such Oil and Gas Property.

(c) Midstream shall have the right at any time after the Effective Date to notify Producer that Midstream desires to increase the scope of this Agreement to include the treatment, handling, and/or disposal of flowback water, produced water, and/or drilling fluids and/or other fluid waste handling services ("**Water Treatment Services**"). Midstream shall have the right to give one or more such notices, each covering one or more such types of services. On or before the 30th Day after any such notice, Producer shall by notice to Midstream request from Midstream a proposal to provide the type or types of Water Treatment Services specified in the Midstream notice to the extent that Producer is then utilizing Water Treatment Services of such type (such notice, a "**Request for Proposal**"), and thereafter Producer shall provide a further Request for Proposal each time that it desires any such Water Treatment Services in addition to those covered in a prior Request for Proposal for such type of Water Treatment Services. Each Request for Proposal shall specify the Water Treatment Services that Producer desires, the proposed terms and conditions on which such Water Treatment Services would be provided, and the Oil and Gas Interests with respect to which it desires such Water Treatment Services. Midstream shall have the right, to be exercised by notice to Producer on or before the 60th Day after the Request for Proposal (such notice, a "**Proposal Notice**"), to make a proposal to provide such Water Treatment Services. Concurrently with or following its Request for Proposal to Midstream, Producer may seek proposals from third parties to provide such Water Treatment Services on the same terms and conditions. Producer shall not accept any such proposal from any third party for such Water Treatment Services unless (i) such third party's offer is received on or before the 60th day after the Request for Proposal, is on the same terms and conditions as the Request for Proposal, and offers fees for such Water Treatment Services that are better for Producer than those offered by Midstream in its Proposal Notice, (ii) Producer, by notice to Midstream, provides a copy of such third party proposal to Midstream, and (iii) Midstream does not, by notice to Producer on or before the 30th Day after notice of such third party offer is received from Producer, offer to provide such Water Treatment Services for fees at least equal to those proposed by the third party. If Midstream's proposal is accepted or if Midstream matches a

third party offer, Midstream and Producer shall document their agreement for Midstream to provide such services on the terms and conditions in the Request for Proposal and the Proposal Notice.

Section 2.4 Priority of Services. All Services provided under this Agreement shall be Firm Services.

ARTICLE 3 SERVICES; WATER FACILITIES EXPANSION AND CONNECTION OF DELIVERY POINTS

Section 3.1 Midstream Service Commitment. Subject to and in accordance with the terms and conditions of this Agreement, Midstream commits to providing the following services (collectively, the "**Services**") to Producer:

(a) take, or cause to be taken, at each Take Point on each Day, Water in a quantity at least equal to the lesser of (i) the maximum capacity of the Take Point Facilities as they then exist at such Take Point on such Day, (ii) the maximum volume of Water that may be taken at such Take Point in accordance with Producer's rights to take Water at such Take Point, including Applicable Laws and/or any relevant Governmental Approval, and (iii) such volume of Water as shall be nominated by Producer in accordance with this Agreement;

(b) make available or cause to be made available, by underground or surface water lines and through the use of System Retention Facilities if applicable, such Water at the Delivery Points nominated by Producer in accordance with this Agreement in the quantities specified by Producer, up to the Maximum BPM Rate; and

(c) permit Producer to remove such Water from the System Retention Facilities by truck for use in its hydraulic fracturing operations (and for no other use).

Section 3.2 Water Availability and Quantity. The obligation of Midstream to perform the Services is subject to the conditions that (a) Producer has obtained all necessary rights, including all Governmental Approvals (but excluding any leases, easements, or other real property rights necessary for the location of Take Point Facilities, which, subject to the other provisions of this Agreement, shall be the obligation of Midstream), to take Water from the Take Points in sufficient volumes to make available Water at the Delivery Points in the volumes specified in Section 3.1(b) and (b) the quality of the Water available to be taken at such Take Points is at all times in compliance with the Water Quality Standards. Midstream shall be relieved of its obligations to provide the Services to the extent that it is prevented from doing so because either of such conditions is not satisfied at any time.

Section 3.3 Development Plan; Water Facilities Plan; Exchange and Review of Information.

(a) The Initial Development Plan describes Producer's planned development and drilling activities relating to the Service Area Properties through the date that is 18 months after the Effective Date (such plan, as updated as hereinafter provided, and including any proposed development plan that becomes part of the Development Plan pursuant to Section 2.3,

the “*Development Plan*”). Following the Effective Date, Producer shall provide Midstream an updated Development Plan describing the planned development and drilling activities relating to the Service Area Properties for the 18-Month period commencing on the date of such updated Development Plan on or before the last Day of each Month. Each Development Plan will include (i) information as to the Wells that Producer expects will be drilled during such period (each such Well reflected in a Development Plan, a “*Planned Well*”), information as to each Well Pad expected to be constructed during such period (each such Well Pad reflected in a Development Plan, a “*Planned Well Pad*”) and the approximate locations thereof, and the earliest date on which one or more Planned Wells at each such Planned Well Pad are expected to be completed and (ii) good faith and reasonable forecasts of the periods of time during which Water will be required at each Well Pad for the purpose of hydraulic fracturing operations for all Planned Wells on such Well Pad and the volumes of Water that will be required for such Planned Wells during the 18-Month period following the date of such Development Plan (to the extent not previously provided or, if earlier provided, as revised in Producer’s good faith estimation). Producer shall make its representatives available to discuss the Development Plan from time to time with Midstream and its representatives, in order to facilitate advance planning for expansion or improvement of the Water Facilities and to address other matters relating to the construction and installation of additions to the Water Facilities. Producer may provide updated or amended Development Plans to Midstream at any time and shall provide its then-current Development Plan to Midstream from time to time on or prior to the fifth (5th) Business Day after Midstream’s request therefor.

(b) Attached hereto as Exhibit E is a Water Facilities plan describing and/or depicting the Water Facilities, including all Take Points, pipelines, Retention Facilities, Delivery Points, rights of way for surface Water lines, and all Pumping Stations and other major physical facilities, together with their locations, sizes and other physical specifications, operating parameters, capacities, and other relevant specifications, and together with a schedule for completing the construction and installation of the planned portions thereof, in each case as currently in existence, under construction, or planned (such plan, as updated as hereinafter provided, the “*Water Facilities Plan*”). Based on the Development Plans and such other information about the expected development of the Service Area Properties as shall be provided to Midstream by or on behalf of Producer, Midstream shall periodically update the Water Facilities Plan. Without limiting the generality of the foregoing, Midstream shall ensure that the Water Facilities Plan reflects each Monthly Development Plan not later than 30 Days after such Development Plan is delivered. Midstream shall make the Water Facilities Plan available for inspection by Producer and its representatives from time to time and shall make representatives of Midstream available to discuss the Water Facilities Plan from time to time with Producer and its representatives. Midstream shall provide Producer updates not less frequently than Monthly on the progress of work on all facilities necessary to connect the Water Facilities to Delivery Points at the Planned Well Pads as set forth in the then-current Water Facilities Plan.

(c) The Parties recognize that the plans for the development of the Service Area Properties set forth in the Development Plans, as well as all information provided by Producer to Midstream regarding its intentions with respect to the development of the Service Area Properties, are subject to change and updated at any time at the discretion of Producer, and that such changes may impact the timing, configuration, and scope of the planned activities of Midstream. The exchange of such information and any changes thereto shall not give rise to any

rights or liabilities as between the Parties except as expressly set forth in this Agreement, and Midstream shall determine at its own risk the time at which it begins to work on and incur costs in connection with particular Water Facilities expansion projects, including the acquisition of rights of way, equipment, and materials. Without limiting the generality of the foregoing, Producer has no obligation to Midstream under this Agreement to develop or produce any Hydrocarbons from the Service Area Properties or to pursue or complete any drilling or development on the Service Area Properties, whether or not envisioned in the Development Plan.

Section 3.4 Expansion of Water Facilities; Connection of Delivery Points.

(a) The Water Facilities shall be designed, developed, and constituted for the purpose of providing Services as and when needed to provide Water to the Service Area Properties, and Midstream shall be obligated, at its sole cost and expense, subject to the provisions of this Agreement, to plan, procure, construct, install, own, and operate the Water Facilities so as to timely connect the Water Facilities to the Delivery Points at all Planned Well Pads and timely commence providing the full scope of Services with respect to all the Planned Wells in accordance with this Section 3.4; *provided*, that the foregoing shall not preclude Midstream from also designing, developing and constituting the Water Facilities to services to third parties.

(b) Midstream shall be obligated to connect the Water Facilities to Delivery Points at a particular Well Pad only if Midstream has received from Producer a notice in the form of Exhibit F hereto (or in such form as Producer and Midstream shall otherwise agree from time to time) stating that Producer intends to drill, complete, and carry out hydraulic fracturing operations on such Wells at such Well Pad (a “*Connection Notice*”) and setting forth the target date for the commencement of hydraulic fracturing operations (the “*Target Commencement Date*”) at such Well Pad and the volumes of Water to be made available at the Delivery Points starting on such Target Commencement Date. Following receipt of a Connection Notice, Midstream shall cause the necessary facilities to be constructed to connect the Water Facilities to the Delivery Points at the Well Pads referred to in such Connection Notice and to commence the Services with respect to such Delivery Points. Such facilities shall be able to make Water available to the Delivery Point at the Planned Well Pad as soon as reasonably practicable following the Connection Notice and in any event on or before the later to occur of (1) the Target Commencement Date with respect to such Planned Well Pad, (2) the date that is 180 Days after the Connection Notice, (3) for any Well Pad located in the Initial Service Area but in any area outside the area described in Exhibit A as the “core area”, the date specified for such area in Exhibit A, (4) for any Well Pad located outside the Initial Service Area, the date that is 18 months after the area in which such Well Pad is located became part of the Service Area, and (5) the date on which the initial Planned Well(s) at such Planned Well Pad has reached its projected depth and is ready for completion and hydraulic fracturing operations (the later of such dates, with respect to such Planned Well Pad, the “*Completion Deadline*”). Midstream shall provide Producer notice promptly upon Midstream’s becoming aware of any reason to believe that it may not be able to connect a Planned Well Pad to the Water Facilities by the Target Commencement Date therefor or to otherwise complete all facilities necessary to provide the full scope of Services with respect to the Delivery Points at such Planned Well Pad by the Target Commencement Date therefor. If and to the extent Midstream is delayed in completing and making available such facilities by a Force Majeure event or any action of Producer that is

inconsistent with the cooperation requirements of Section 3.9, then the Completion Deadline for such connection shall be extended for a period of time equal to that during which Midstream’s completion and making available of such facilities was delayed by such events or actions. If such facilities are

not completed and made available by the Completion Deadline, as Producer's sole and exclusive remedies for such delay,

(i) if Midstream notifies Producer that the required volumes of Water are available at a System Retention Facility, Producer shall have the right to pick up such volumes of Water at such System Retention Facility and truck it to the Delivery Point at the Well Pad, in which case the Producer's actual cost of trucking such Water to such Delivery Point shall be deducted from the Delivery Point Fee or the Cost of Service Fee, as applicable; or

(ii) if the required volumes of Water are not available at a System Retention Facility as provided in clause (i) above, Producer shall have the right to obtain Water from sources other than Midstream for hydraulic fracturing operations at such Well Pad and truck such Water to such Well Pad until such time as the Delivery Point at such Well Pad is connected to the Water Facilities and the Water Facilities are ready to make available Water at such Delivery Point and to commence the Services with respect thereto, in which case Producer shall be entitled to recover from Midstream the excess, if any, of its costs of obtaining such Water and trucking such Water to such Well Pad over the Delivery Point Fee or the Cost of Service Fee, as applicable, that it would have been obligated to pay Midstream for the same volumes of Water; or

(iii) Producer shall have the right to complete the procurement, construction and/or installation of any rights or facilities necessary to connect the Delivery Point at the relevant Planned Well Pad to the Water Facilities and to permit Water to be made available at such Delivery Point, in which case Midstream shall pay to Producer an amount equal to 115% of all reasonable costs and expenses incurred by Producer in so procuring, constructing, and/or installing such rights and facilities, and Producer shall convey all such rights and facilities to Midstream and such rights and facilities shall thereafter be part of the Water Facilities.

The remedies set forth in clauses (i), (ii) and (iii) above shall be applicable to Wells with Completion Deadlines that are 180 Days or more after the Effective Date. Once a Well Pad is connected to the Water Facilities, Midstream shall maintain such connection until such time as Producer has advised Midstream that all hydraulic fracturing operations have been completed on all Planned Wells at such Well Pad; provided that Midstream shall have the right to remove and re-lay temporary surface water lines from time to time as long as no delay or disruption in Producer's hydraulic fracturing operations results therefrom.

(c) If the actual commencement of hydraulic fracturing operations at a particular Well Pad is delayed more than 30 Days after the Target Commencement Date for such Well Pad and the Water Facilities are connected to the Delivery Point at such Well Pad and available to commence providing the Services with respect to the Planned Wells on such Well Pad prior to the date such initial Planned Well is ready for hydraulic fracturing, Midstream shall be entitled to a fee equal to interest per annum at the Wall Street Journal prime rate on the

12

incremental cost and expense incurred by Midstream to procure, construct and install the relevant rights and facilities to connect to such Well Pad and to cause such facilities to be available to commence providing Services thereto for the number of Days after the Target Commencement Date until the Day that hydraulic fracturing of the first Well at such Well Pad has commenced; provided, however, that if hydraulic fracturing of such Well has not commenced by the date that is six months after the Target Commencement Date for such Well or, as of an earlier date, Producer notifies Midstream that it has elected not to fracture any Planned Wells at such Planned Well Pad, Producer shall pay to Midstream an amount equal to 115% of all reasonable incremental costs and expenses incurred by Midstream in procuring, constructing and installing such rights and facilities to connect the Water Facilities to such Planned Well Pad and to cause such facilities to be available to commence providing Services thereto, and Midstream shall assign, transfer, and deliver to Producer all rights and facilities (including equipment, materials, work in progress, and completed construction) the costs and expenses of which have so been paid by Producer, to Producer. If Producer so pays Midstream and later completes a Well at such Well Pad which it desires to hydraulically fracture, or if such facilities are later used to connect and hydraulically fracture a Well at a different Planned Well Pad or for a third party, Midstream shall refund to Producer such amount paid by Producer, and Producer shall retransfer such rights and facilities to Midstream.

(d) A Connection Notice shall be deemed to have been given for the Planned Wells set forth on Exhibit G hereto, the Target Commencement Date for which shall be as set forth Exhibit G. Such Connection Notice shall be deemed to have been given for each such Planned Well 180 Days prior to such Target Commencement Date.

Section 3.5 Take Points. Midstream shall be obligated, at Midstream's cost, to provide Take Point Facilities with respect to the Take Points set forth on Exhibit C. All such Take Points shall be provided with all Take Point Facilities (including any Measurement Facilities) necessary to take volumes of Water set forth for each such Take Point on Exhibit C (with all expansions of capacity at such Take Point Facilities, being at Producer's sole, cost, risk, and expense). Producer shall have right from time to time to specify in the Development Plan or in a Connection Notice that an additional Take Point shall be added and that Water from such Take Point shall be made available to Delivery Points connected to a particular System Segment. If Producer so specifies, Midstream shall, at Producer's sole cost, risk, and expense, provide Take Point Facilities for such Take Point and a connection between such Take Point Facilities and such System Segment.

Section 3.6 Retention Facilities. The Water Facilities Plan will describe the Retention Facilities that will be required to permit Midstream to provide the Services in accordance with this Agreement (each, a "**Required Retention Facility**"). Midstream shall install such Required Retention Facilities and shall operate and maintain such Required Retention Facilities (each such Required Retention Facility so installed by Midstream, a "**System Retention Facility**"). For the avoidance of doubt, Midstream shall have the right at any time to add additional retention facilities to the Water Facilities as it deems necessary or appropriate to provide the Services and such services as it is providing to third parties.

Section 3.7 Pumping Facilities. The Water Facilities Plan will describe the pumping facilities that will be required in order for Water to be made available at the Delivery Points at

13

the delivery rates specified in Section 3.1(b) (each a "**Required Pumping Station**"). Midstream shall install each such Required Pumping Station and shall operate and maintain each Required Pumping Station (each such Required Pumping Station so installed by Midstream, a "**System Pumping Station**"). For the avoidance of doubt, Midstream shall have the right at any time to add additional pumping facilities to the Water Facilities as it deems necessary or appropriate to provide the Services and such services as it is providing to third parties.

Section 3.8 Right of Way and Access. Midstream is responsible for the acquisition of rights of way, crossing permits, licenses, use agreements, access agreements, leases, fee parcels, and other rights in land right necessary to construct, own, and operate the Water Facilities, and all

such rights in land shall be solely for use by Midstream and shall not be shared with Producer, except as otherwise agreed by Midstream; provided that Producer hereby grants, without warranty of title, either express or implied, to the extent that it has the right to do so without the incurrence of material expense, an easement and right of way upon all lands covered by the Service Area Properties, for the purpose of installing, using, maintaining, servicing, inspecting, repairing, operating, replacing, disconnecting, and removing all or any portion of the Water Facilities, including all pipelines, meters, and other equipment necessary for the performance of this Agreement; provided, further, that the exercise of these rights by Midstream shall not unreasonably interfere with Producer's lease operations or with the rights of owners in fee, and will be subject to Producer's safety and other reasonable access requirements applicable to Producer's personnel. Producer shall not have a duty to maintain the underlying agreements (such as leases, easements, and surface use agreements) that such grant of easement or right of way to Midstream is based upon, and such grants of easement or right of way will terminate if Producer loses its rights to the property, regardless of the reason for such loss of rights. Notwithstanding the foregoing, (i) Producer will assist Midstream to secure replacements for such terminated grants of easement or right of way, in a manner consistent with the cooperation requirements of Section 3.9, (ii) to the extent that Producer agrees that Midstream's Measurement Facilities may be located on Producer's Well Pad sites, Producer shall be responsible for obtaining any necessary rights to locate such Measurement Facilities on such Well Pad sites, and (iii) Producer shall use reasonable efforts to involve Midstream in Producer's negotiations with the owners of lands covered by the Service Area Properties so that Producer's surface use agreements and Midstream's rights of way with respect to such lands can be concurrently negotiated and obtained. Without limiting the generality of the foregoing, Producer agrees to make space available at each Delivery Point sufficient for Midstream to install and construct pig receiving and other facilities necessary for Midstream to pig the Water Facilities to each Delivery Point.

Section 3.9 Cooperation. Because of the interrelated nature of the actions of the Parties required to obtain the necessary permits and authorizations from the appropriate Governmental Authorities and the necessary consents, rights of way and other authorizations from other Persons necessary to drill and complete each Planned Well and construct the required extensions of the Water Facilities to each Planned Well Pad, the Parties agree to work together in good faith to obtain such permits, authorizations, consents and rights of way as expeditiously as reasonably practicable, all as provided herein. The Parties further agree to cooperate with each other and to communicate regularly regarding their efforts to obtain such permits, authorizations, consents and rights of way.

ARTICLE 4 TERM

Section 4.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated earlier by mutual agreement of the Parties, shall continue in effect until the twentieth (20th) anniversary of the Effective Date and from year to year thereafter (with the initial term of this Agreement deemed extended for each of any such additional year) until such time as this Agreement is terminated, effective upon an anniversary of the Effective Date, by notice from either Party to the other Party on or before the one hundred eightieth (180th) Day prior to such anniversary.

ARTICLE 5 FEES AND CONSIDERATION

Section 5.1 Fees.

(a) Subject to the other provisions of this Agreement, including Section 5.1(c), Producer shall pay Midstream each Month in accordance with the terms of this Agreement, for all Services provided by Midstream during such Month, an amount equal to the sum of the following:

(i) The product of (A) the aggregate volume of Water, stated in Barrels, made available by Midstream to the Delivery Points during such Month multiplied by (B) \$[3.50] (as may be increased or decreased in accordance with Section 5.1(b), the "**Delivery Point Fee**"); and

(ii) The product of (A) the aggregate volume of Water, stated in Barrels, picked up by Producer at the System Retention Facilities as contemplated by Section 3.1(c) during such Month multiplied by (B) \$[3.00] (as may be increased or decreased in accordance with Section 5.1(b), the "**Retention Facility Fee**").

(b) After each of the first five (5) Contract Years, one hundred percent (100%), and after the sixth (6th) Contract Year and each Contract Year thereafter, fifty-five percent (55%) of the Delivery Point Fee and the Retention Facility Fee shall be adjusted up or down on an annual basis in proportion to the percentage change, from the preceding year, in the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics ("**CPI**"). Such adjustment shall be made effective upon the first Day of each Contract Year commencing in the Contract Year beginning in [2015](1), and shall reflect the percentage change in the CPI as it existed for June of the preceding Contract Year from the CPI for the second immediately preceding June; *provided, however*, that the Delivery Point Fee and the Retention Facility Fee shall never be less than the initial fees stated in Section 5.1(a); nor shall such fees be increased or decreased by more than 3% in any given Contract Year.

(1) Date to be changed to the calendar year after this Agreement is entered into; however, if this Agreement is entered into after December 31, 2013, the Delivery Point Fee stated in Section 5.1 shall be escalated for the period from the date the Contribution Agreement between Midstream and Producer is entered into to the date this Agreement is entered into.

(c) Notwithstanding the foregoing provisions of this Section 5.1 or any other provision to the contrary in this Agreement, Midstream shall have the right to elect to be paid for some or all Services on a cost of service basis to the extent set forth in this Section 5.1(c). Midstream shall have the right to elect to be paid on a cost of service basis for any Services other than Services offered in respect of the Delivery Points at the Planned Well Pads set forth in the Initial Service Area, all of which Services shall be performed for the volumetric fees set forth in Section 5.1(a) and Section 5.1(b). With respect to any other Services, Midstream may elect, by notice to Producer at least three (3) Months prior to the commencement of any Contract Year or, in the case of any water facilities acquired by Midstream pursuant to Section 2.3(a), in the notice given by Midstream in accordance with such Section that Midstream will acquire such water facilities, to be paid on a cost of service basis for the Services specified in such notice commencing at the beginning of such Contract Year or with the acquisition of such facilities, as applicable, and continuing for the remaining term of this Agreement, but only with respect to the facilities so acquired or discrete parts of the Water Facilities (each, a "**CS Facility**") that are placed into service or acquired during such Contract Year or a later Contract Year, as applicable. The Services specified in such notice may be of any

scope determined by Midstream in its sole discretion and may include all eligible Services or any part thereof and may include, by way of example only, making Water available at a particular Delivery Point or group of Delivery Points, providing additional System Retention Facilities or System Pumping Facilities, connecting additional Take Points, and any other subset of the Services determined by Midstream, in each case subject to the foregoing sentence. All Services provided from time to time on a cost of service basis shall be bundled together for purposes of calculating a single Monthly cost of service fee (the “*Cost of Service Fee*”), which shall be calculated with respect to each Contract Year as set forth in Exhibit H attached hereto.

ARTICLE 6 CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES

Section 6.1 Operational Control of Midstream’s Facilities. Subject to the terms and conditions of this Agreement, Midstream shall design, construct, own, operate, and maintain the Water Facilities at its sole cost and risk. Midstream shall be entitled to full and complete operational control of its facilities and shall be entitled to operate and reconfigure its facilities in a manner consistent with its obligations under this Agreement.

Section 6.2 Maintenance. Midstream shall be entitled, without liability, to interrupt its performance hereunder to perform necessary or desirable inspections, maintenance, testing, alterations, modifications, expansions, connections, repairs or replacements to its facilities as Midstream deems necessary (“*Maintenance*”), with reasonable notice provided to Producer, except in cases of emergency where such notice is impracticable or in cases where the operations of Producer will not be affected. Before the beginning of each calendar year, Midstream shall provide Producer in writing with a projected schedule of the Maintenance to be performed during the year and the anticipated date of such Maintenance. On or before the 10th Day before the end of each Month, Midstream shall provide Producer with its projected maintenance schedule for the following Month.

16

Section 6.3 Third Party Services; Capacity Allocations on the Water Facilities.

(a) Subject to this Section 6.3 and the other provisions of this Agreement, Midstream has the right to contract with other Persons to perform services utilizing the Water Facilities on an Interruptible Service basis.

(b) If on any Day the total volumes of Water that Midstream has agreed to take from all System Take Points on a particular System Segment, including the volumes Midstream is obligated to take pursuant to Section 3.1(a), for any reason (including Maintenance, Force Majeure, or any foreseen or unforeseen reduction in capacity) exceed the capacity of such System Segment, including any System Retention Facilities located on such System Segment, Midstream shall reduce the volumes taken from all the System Take Points pursuant to its agreements with third parties prior to any reduction in the amounts taken at the Take Points pursuant to this Agreement.

(c) To the extent that the volumes of Water that Midstream has agreed to make available at the System Delivery Points on a particular System Segment, including the volumes that Midstream is obligated to make available at the Delivery Points pursuant to Section 3.1(b), for any reason (including Maintenance, Force Majeure, or any foreseen or unforeseen reduction in capacity) exceed the capacity of such System Segment to make available Water at the System Delivery Points, then Midstream shall interrupt or curtail volumes of Water made available to System Delivery Points other than the Delivery Points prior to any reduction in the amounts made available at the Delivery Points.

(d) Except as otherwise provided in this Section 6.3, Midstream shall be free to use any Water present in the Water Facilities to satisfy its obligations to Producer and any third party and shall not be obligated to ensure that Water taken from any Take Point is utilized only to perform Services for Producer; provided, however, that Midstream shall comply with any restrictions on the use of any Water taken from any Take Point and made available to any third party, and ensure that such third party also so complies, to the extent that Producer has informed Midstream of such restrictions.

ARTICLE 7 DELIVERY RATES

Section 7.1 Delivery Rates. Subject to the other provisions of this Agreement, Midstream shall construct and operate the Water Facilities in a manner so as to permit Water to be made available at the Delivery Points at delivery rates equal to or greater than the Maximum BPM Rate.

Section 7.2 Producer Facilities. Producer, at its own expense, shall construct, equip, maintain, and operate all facilities necessary to receive Water into the tanks or other storage facilities located at the Delivery Points at delivery rates at least equal to the Maximum BPM Rate. Producer shall be responsible at its own expense for disposing of any Water delivered to Producer to hereunder in the volumes and flow rates provided for hereunder but that Producer is unable to use or store.

17

ARTICLE 8 NOMINATION

Section 8.1 Maximum Take Point Volumes. Producer has informed Midstream of the maximum volume of Water that can be taken, if any, in accordance with Producer’s rights to take such Water, including any Applicable Law or Governmental Approval, at each of the currently existing Take Points. Producer shall inform Midstream of the maximum volume of Water that can be taken, if any in accordance with Producer’s rights to take such Water, including any Applicable Law or Governmental Approval, at each new Take Point established in accordance with Section 3.5. Producer shall notify Midstream of any change to such maximum volumes immediately after Producer becomes aware of any such change.

Section 8.2 Take Point Nominations. If Producer desires that Midstream take volumes of Water from any Take Point on any Day that are less than the greater of (a) the maximum capacity of the Take Point Facilities as they then exist at such Take Point on such Day and (b) the maximum volume of Water that may be taken on such Day at such Take Point in accordance with Producer’s rights to take Water at such Take Point, including Applicable Law and/or any relevant Governmental Approval, Producer may from time to time nominate Take Point volumes for such Take Point as it desires to be taken at each such Take Point, on not less than 5 Business Days’ notice to Midstream.

Section 8.3 Delivery Point Nominations. If Producer desires that Midstream make available at any Delivery Point volumes of Water less than the volumes stated in the Connection Notice with respect to such Delivery Point, Producer may from time to time nominate Delivery Point volumes for such Delivery Point, on not less than 5 Business Days’ notice to Midstream.

**ARTICLE 9
WATER QUALITY**

Section 9.1 Take Point Water Standards. Water at each Take Point shall be free from any contamination or any substances that would result in such Water being unsuitable for use in hydraulic fracturing operations in accordance with all then-applicable general industry practices, Applicable Laws, and Governmental Approvals, or that would result in any damage to the Water Facilities (the standards set forth in this Section 9.1 being called the “Water Quality Standards”).

Section 9.2 Non-Conforming Take Point Water. If the Water quality at any Take Point does not conform to the Water Quality Standards, then Midstream will have the right to immediately discontinue taking Water at such Take Point as long as the Water at such Take Point continues to be non-conforming. In the event that Midstream takes receipt of non-conforming Water at any Take Point, Producer agrees to be responsible for, and to defend, indemnify, release, and hold Midstream and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature resulting from such non-conforming Water.

18

Section 9.3 Delivery Point Water Quality Standards. Midstream shall make available Water at each Delivery Point that meets the Water Quality Standards, provided that Water at the Take Points meets the Water Quality Standards, and subject to the provisions of Section 9.4.

Section 9.4 Retention Facility Contamination. Midstream shall use reasonable efforts to ensure that Water that is held in the System Retention Facilities is not subject to any contamination or pollution that would result in the Water held in the System Retention Facilities not meeting the Water Quality Standards. Except to the extent that Midstream has failed to perform its obligations set forth in the immediately preceding sentence, Producer agrees to be responsible for, and to defend, indemnify, release, and hold Midstream and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature resulting from the quality of the Water in the System Retention Facilities, including any remediation obligation under any Applicable Laws relating to the environment.

**ARTICLE 10
MEASUREMENT EQUIPMENT AND PROCEDURES**

Section 10.1 Equipment. Midstream shall install, own, operate, and maintain Measurement Facilities (a) to measure the volumes of Water taken at each Take Point on each Day and (b) to measure the volumes of Water made available at each Delivery Point on each Day. Producer shall have the right to install check Measurement Facilities at each Take Point and each Receipt Point, including the right to install check measurement equipment on Midstream’s meter tubes and orifice unions. The changing and integration of the charts (if utilized for measurement purposes hereunder) and calibrating and adjusting of meters shall be performed by Midstream.

Section 10.2 Units of Measurement. The unit of volume for measurement of Water made available hereunder shall be one Barrel. Delivery rates shall be stated in Barrels per minute.

Section 10.3 Notice of Measurement Facilities Inspection and Calibration. Each Party shall give reasonable notice to the other Party in order that the other Party may, at its option, have representatives present to observe any reading, inspecting, testing, calibrating or adjusting of Measurement Facilities used in measuring or checking the measurement of volumes of Water under this Agreement. The official electronic data from such Measurement Facilities shall remain the property of the Measurement Facilities’ owner, but copies of such records shall, upon written request, be submitted, together with calculations and flow computer configurations therefrom, to the requesting Party for inspection and verification.

Section 10.4 Measurement Accuracy Verification.

(a) Each Party shall verify the accuracy of all Measurement Facilities owned by such Party no less frequently than quarterly. Neither Party shall be required to cause adjustment or calibration of such equipment more frequently than once per Month, unless a special test is requested pursuant to Section 10.5.

19

(b) If, during any test of the Measuring Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated flow rate through each meter run in excess of two percent (2%) of the adjusted flow rate (whether positive or negative and using the adjusted flow rate as the percent error equation denominator), then any previous recordings of such equipment shall be corrected to zero error for any period during which the error existed (and which is either known definitely or agreed to by the Parties) and the total flow for the period redetermined in accordance with the provisions of Section 10.6. If the period of error condition cannot be determined or agreed upon between the Parties, such correction shall be made over a period extending over the last one half of the time elapsed since the date of the prior test revealing the two percent (2%) error.

(c) If, during any test of any Measurement Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated hourly flow rate which does not exceed two percent (2%) of the adjusted flow rate, all prior recordings and electronic flow computer data shall be considered to be accurate for volume determination purpose.

Section 10.5 Special Tests. In the event a Party desires a special test (a test not scheduled by a Party under the provisions of Section 10.4) of any Measurement Facilities, seventy-two (72) hours advance notice shall be given to the other Party and both Parties shall cooperate to secure a prompt test of the accuracy of such equipment. If the Measurement Facilities tested are found to be within the range of accuracy set forth in Section 10.4(b), then the Party that requested the test shall pay the costs of such special test including any labor and transportation costs pertaining thereto. If the Measurement Facilities tested are found to be outside the range of accuracy set forth in Section 10.4(b), then the Party that owns such Measurement Facilities shall pay such costs and perform the corrections according to Section 10.6.

Section 10.6 Metered Flow Rates in Error. If, for any reason, any Measurement Facilities are (i) out of adjustment, (ii) out of service, or (iii) out of repair and the total calculated flow rate through each meter run is found to be in error by an amount of the magnitude described in Section 10.4, the total volumes of Water made available shall be determined in accordance with the first of the following methods which is feasible:

(a) By using the registration of any mutually agreeable check metering facility, if installed and accurately registering (subject to testing as provided for in Section 10.4);

(b) Where multiple meter runs exist in series, by calculation using the registration of such meter run equipment; provided that they are measuring Production from upstream and downstream headers in common with the faulty metering equipment, are not controlled by separate regulators, and are accurately registering;

(c) By correcting the error by re-reading of the official data, or by straightforward application of a correcting factor to the volumes recorded for the period (if the net percentage of error is ascertainable by calibration, tests or mathematical calculation); or

20

(d) By estimating the volumes, based upon volumes made available during periods of similar conditions when the meter was registering accurately.

Section 10.7 Record Retention. The Party owning the Measurement Facilities shall retain and preserve all test data, flow metering data, and similar records for any calendar year for a period of at least twenty-four (24) Months following the end of such calendar year unless Applicable Law requires a longer time period or the Party has received written notification of a dispute involving such records, in which case records shall be retained until the related issue is resolved.

ARTICLE 11 NOTICES

Section 11.1 Notices. Unless otherwise provided herein, any notice, request, invoice, statement, or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered (i) when hand delivered, or (ii) when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or (iii) if mailed by United States certified mail, postage prepaid, three (3) Business Days after mailing, or (iv) if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party, or (v) when sent via email; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Notwithstanding the foregoing, if a Party desires to serve upon the other a notice of default under this Agreement, or if Producer desires to serve upon Midstream a Connection Notice, the delivery of such notice shall be considered effective under this Section 11.1 only if delivered by any method set forth in items (i) through (iv) above. Any notice shall be given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

Producer: ANTERO RESOURCES CORPORATION
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For water control, nominations & balancing:
Completion Supervisor
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

21

Midstream: ANTERO MIDSTREAM LLC
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For water control, nominations & balancing:
Scheduling Coordinator
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

ARTICLE 12 PAYMENTS

Section 12.1 Invoices. Not later than the tenth (10th) Day following the end of each Month, Midstream shall provide Producer with a detailed statement setting forth the volumes of Water made available during such Month at the Delivery Points and the volumes of Water taken by

Producer from the System Retention Facilities during such Month and the Delivery Point Fee, the Retention Facility Fee, and, if applicable, the Cost of Service Fee with respect to such Month, together with measurement summaries and all relevant supporting documentation, to the extent available on such tenth (10th) Day (with Midstream being obligated to deliver any such supporting documentation that is not available on such tenth (10th) Day as soon as it becomes available). Producer shall make payment to Midstream by the last Business Day of the Month in which such invoice is received. Such payment shall be made by wire transfer pursuant to wire transfer instructions delivered by Midstream to Producer in writing from time to time. If any overcharge or undercharge in any form whatsoever shall at any time be found and the invoice therefor has been paid, Midstream shall refund any amount of overcharge, and Producer shall pay any amount of undercharge, within thirty (30) Days after final determination thereof, provided, however, that no retroactive adjustment will be made beyond a period of twenty-four (24) Months from the date of a statement hereunder.

Section 12.2 Right to Suspend on Failure to Pay. If any undisputed amount due hereunder remains unpaid for sixty (60) Days after the due date, Midstream shall have the right to suspend or discontinue Services hereunder until any such past due amount is paid.

Section 12.3 Audit Rights. Either Party, on not less than thirty (30) Days prior written notice to the other Party, shall have the right at its expense, at reasonable times during normal business hours, but in no event more than twice in any period of twelve (12) consecutive Months, to audit the books and records of the other Party to the extent necessary to verify the accuracy of any statement, allocation, measurement, computation, charge, payment made under, or obligation

22

or right pursuant to this Agreement. The scope of any audit shall be limited to transactions affecting Water volumes hereunder or the Cost of Service Fee and shall be limited to the twenty-four (24) Month period immediately prior to the Month in which the notice requesting an audit was given. All statements, allocations, measurements, computations, charges, or payments made in any period prior to the twenty-four (24) Month period immediately prior to the Month in which the audit is requested shall be conclusively deemed true and correct and shall be final for all purposes.

Section 12.4 Payment Disputes. In the event of any dispute with respect to any payment hereunder, Producer shall make timely payment of all undisputed amounts, and Midstream and Producer will use good faith efforts to resolve the disputed amounts within sixty (60) Days following the original due date. Any amounts subsequently resolved shall be due and payable within ten (10) Days of such resolution.

Section 12.5 Interest on Late Payments. In the event that Producer shall fail to make timely payment of any sums, except those contested in good faith or those in a good faith dispute, when due under this Agreement, interest will accrue at an annual rate equal to ten percent (10%) from the date payment is due until the date payment is made.

Section 12.6 Credit Assurance. Midstream shall apply consistent evaluation practices to all similarly situated customers to determine the new Producer's financial ability to perform its payment obligations under this Agreement.

(a) If Midstream has reasonable grounds for insecurity regarding the performance of any obligation by Producer under this Agreement (whether or not then due), Midstream may demand Adequate Assurance of Performance from Producer, which Adequate Assurance of Performance shall be provided to Midstream within five (5) Days after written request. If Producer fails to provide such Adequate Assurance of Performance within such time, then Midstream may suspend its performance under this Agreement until such Adequate Assurance of Performance is provided. However, any action by Midstream shall not relieve Producer of its payment obligations. The exercise by Midstream of any right under this Section 12.6 shall be without prejudice to any claims for damages or any other right under this Agreement. As used herein, "*Adequate Assurance of Performance*" means any of the following, in Midstream's reasonable discretion:

(i) an irrevocable standby letter of credit in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder from a financial institution rated at least A- by S&P or at least A3 by Moody's in a form and substance satisfactory to Midstream;

(ii) cash collateral in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder to be deposited in an escrow account as designated by Midstream; Midstream is hereby granted a security interest in and right of set-off against all cash collateral, which is or may hereafter be delivered or otherwise transferred to such escrow account in connection with this Agreement; or

23

(iii) a guaranty in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder reasonably acceptable to Midstream.

(b) The term of any security provided under this Section 12.6 shall be as reasonably determined by Midstream, but it shall never exceed sixty (60) Days, after which the security shall terminate (or in the case of cash collateral, be immediately returned by Midstream to Producer without further action by either Party). Nothing shall prohibit Midstream, however, from requesting additional Adequate Assurance of Performance following the end of any such term, so long as the conditions triggering such a request under this Section 12.6 exist.

(c) Should Producer fail to provide Adequate Assurance of Performance within five (5) Days after receipt of written demand for such assurance (which shall include reasonable particulars for the demand and documentation supporting the calculation of such amount demanded), then Midstream shall have the right (notwithstanding any other provision of this Agreement) to suspend performance under this Agreement until such time as Producer furnishes Adequate Assurance of Performance.

Section 12.7 Excused Performance. Midstream will not be required to perform or continue to perform Services, and Producer shall not be obligated to obtain Water under this Agreement, in the event:

(a) the other Party has voluntarily filed for bankruptcy protection under any chapter of the United States Bankruptcy Code;

(b) the other Party is the subject of an involuntary petition of bankruptcy under any chapter of the United States Bankruptcy Code, and such involuntary petition has not been settled or otherwise dismissed within ninety (90) Days of such filing; or

(c) the other Party otherwise becomes insolvent, whether by an inability to meet its debts as they come due in the ordinary course

of business or because its liabilities exceed its assets on a balance sheet test; and/or however such insolvency may otherwise be evidenced.

ARTICLE 13 FORCE MAJEURE

Section 13.1 Suspension of Obligations. In the event a Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make payments then or thereafter due hereunder, and such Party promptly gives notice and reasonably full particulars of such Force Majeure in writing to the other Party promptly after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as and to the extent that they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as reasonably possible be remedied with all reasonable dispatch by the Party claiming Force Majeure.

24

Section 13.2 Definition of Force Majeure. The term “*Force Majeure*” as used in this Agreement shall mean any cause or causes not reasonably within the control of the Party claiming suspension and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections, riots, epidemics, landslides, subsidence, lightning, earthquakes, fires, storms or storm warnings, crevasses, floods, washouts, civil disturbances, explosions, breakage or accident to wells, machinery, equipment or lines of pipe, the necessity for testing or making repairs or alterations to wells, machinery, equipment or lines of pipe, freezing of wells, equipment or lines of pipe, inability of any Party hereto to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or government authorizations, any action or restraint by any Governmental Authority (so long as the Party claiming suspension has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by the claiming Party to comply with any Applicable Law), and any breach of any representation or warranty of Producer or any failure by Producer to perform any obligation of Producer under that certain [Contribution Agreement] dated [], 2014, by and between Producer and Midstream.

Section 13.3 Settlement of Strikes and Lockouts. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the sole discretion of the Party having the difficulty.

Section 13.4 Payments for Water Made Available. Notwithstanding the foregoing, it is specifically understood and agreed by the Parties that an event of Force Majeure will in no way affect or terminate Producer’s obligation to make payment for volumes of Water made available prior to such event of Force Majeure.

ARTICLE 14 INDEMNIFICATION

Section 14.1 Midstream. Subject to the terms of this Agreement, including Section 17.8, Midstream shall release, indemnify, defend, and hold harmless Producer and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Midstream and (ii) any breach of this agreement by Midstream.

Section 14.2 Producer. Subject to the terms of this Agreement, including Section 17.8, Producer shall release, indemnify, defend, and hold harmless Midstream and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Producer and (ii) any breach of this agreement by Producer.

25

ARTICLE 15 CUSTODY AND TITLE

Section 15.1 Custody. As among the Parties, Producer shall be in custody, control and possession of (i) Water until such Water is taken into the Water Facilities at the Take Points and (ii) Water after such Water is made available at the Delivery Points or until such Water is picked up by Producer at a System Facility. As among the Parties, Midstream shall be in custody, control and possession of all Water in the Water Facilities at all other times. Except as otherwise provided in this Agreement, the Party having custody and control of Water under the terms of this Agreement shall be responsible for, and shall defend, indemnify, release and hold the other Party and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature for anything that may happen or arise with respect to such Water when such Water is in its custody and control, including losses resulting from any negligent acts or omissions of any indemnified party, but excluding any losses to the extent caused by or arising out of the negligence, gross negligence, or willful misconduct of the indemnified party.

ARTICLE 16 PAYMENTS FOR WATER; TAXES

Section 16.1 Payments for Water; Taxes. To the extent that any Person is entitled to any payment in respect of Water taken from any Take Point, including any taxes, Producer shall pay or cause to be paid and agrees to hold Midstream harmless as to the payment of all such payments or taxes. Midstream shall not become liable for such payments or taxes, unless designated to remit those taxes on behalf of Producer by any duly constituted Governmental Authority having authority to impose such obligations on Midstream, in which event the amount of such taxes remitted on Producer’s behalf shall be reimbursed by Producer upon receipt of invoice, with corresponding documentation from Midstream setting forth such payments. Midstream shall pay or cause to be paid all taxes, charges and assessments of every kind and character required by statute or by order of Governmental Authorities with respect to the Water Facilities. Except as provided in Exhibit H attached hereto, neither Party shall be responsible nor liable for any taxes or other statutory charges levied or assessed against the facilities of the other Party, including ad valorem tax (however assessed), used for the purpose of carrying out the provisions of this Agreement or against the net worth or capital stock of such Party. Notwithstanding the foregoing, to the extent that such payments or taxes relate to Water that is made available to a third party pursuant to Section 6.3(d), Midstream shall look only to such third party, and not to Producer, for payment or reimbursement of such payments and taxes to the extent relating to the Water made available to such third party, and shall use reasonable efforts to ensure that Water not subject to such payments and taxes is made available to Producer in preference to third parties.

ARTICLE 17
MISCELLANEOUS

Section 17.1 Rights. The failure of either Party to exercise any right granted hereunder shall not impair nor be deemed a waiver of that Party's privilege of exercising that right at any subsequent time or times.

26

Section 17.2 Applicable Laws. This Agreement is subject to all valid present and future laws, regulations, rules and orders of Governmental Authorities now or hereafter having jurisdiction over the Parties, this Agreement, or the services performed or the facilities utilized under this Agreement. To the extent that the performance of the Services by Midstream shall at any point in time become prohibited or restricted by Applicable Laws or the provisions of any Governmental Approval, Midstream shall be relieved from its obligations to perform such Services.

Section 17.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to choice of law principles.

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between the Parties arising out of this Agreement or the transactions contemplated hereby shall be in any state or federal court in City and County of Denver, Colorado, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts.

Section 17.4 Successors and Assigns.

(a) This Agreement shall extend to and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(b) To the extent any Affiliate of Producer acquires any Oil and Gas Interests or any water facilities, Producer shall cause such Affiliate to comply with the obligations of Producer under Article 2 of this Agreement with respect to its Oil and Gas Interests and to enter into an agreement with Midstream substantially the same as this Agreement.

(c) Except as set forth in Section 17.4(d) and Section 17.4(e), neither Party shall have the right to assign its respective rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (which such consent shall not be unreasonably withheld, conditioned or delayed), and any assignment or attempted assignment made otherwise than in accordance with this Section 17.4 shall be null and void *ab initio*.

(d) Notwithstanding the foregoing clause (c), Midstream may perform all services under this Agreement itself using its own water facilities and/or perform any or all such services through third parties, in which case references herein to the Water Facilities shall be deemed to be references to such facilities of the relevant third party.

(e) Notwithstanding the foregoing clause (c):

(i) Midstream shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Producer if such assignment is made to any Person to which the Water Facilities or any part thereof has been or will be transferred that assumes in writing all of Midstream's obligations

27

hereunder (if applicable, to the extent that part of the Water Facilities being transferred to such Person) and is (A) an Affiliate of Midstream or (B) a Person to which the Water Facilities has been or will be transferred who (1) hires (or retains, as applicable) operating personnel who are then operating the Water Facilities (or has similarly experienced operating personnel itself), (2) has operated for at least two (2) years prior to such assignment systems similar to the Water Facilities, or (3) contracts for the operation of the Water Facilities with another Person that satisfies either of the foregoing conditions (1) or (2) in this clause (B), provided in the case of an assignment pursuant to this clause (B), the assignee has creditworthiness as reasonably determined by Producer that is equal to the higher of Midstream's creditworthiness as of the Effective Date and Midstream's creditworthiness as of the date of the assignment.

(ii) Midstream shall have the right to grant a security interest in this Agreement to a lender or other debt provider (or trustee or agent on behalf of such lender) of Midstream.

(iii) Producer shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Midstream, to any Person to which it sells, assigns, or otherwise transfers all or any portion of the Service Area Properties and who (A) who assumes in writing all of Producer's obligations hereunder (if applicable, to the extent of the Service Area Properties being transferred to such Person) and (B) whose credit rating is equal to or greater than the greater of Producer's credit rating as of the Effective Date and Producer's credit rating as of the date of the assignment.

(f) Upon an assignment by Midstream in accordance with Section 17.4(e)(i)(B) Midstream shall be released from its obligations under this Agreement to the extent of such assignment. Upon an assignment by Producer in accordance with Section 17.4(e)(ii), Producer shall be released from its obligations under this Agreement to the extent of such assignment.

Section 17.5 Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, then (i) such provision shall be deemed inoperative to the extent it is deemed void or unenforceable, (ii) the Parties agree to enter into such amendments to this Agreement in order to give effect, to the greatest extent legally possible, to the provision that is determined to be void or unenforceable and (iii) the other provisions of this Agreement in all other respects shall remain in full force and effect and binding and enforceable to the maximum extent permitted by

Applicable Law; provided, however, that in the event that a material term under this Agreement is so modified, the Parties will, timely and in good faith, negotiate to revise and amend this Agreement in a manner which preserves, as closely as possible, each Party's business and economic objectives as expressed by the Agreement prior to such modification.

Section 17.6 Confidentiality.

(a) Confidentiality. Except as otherwise provided in this Section 17.6, each Party agrees that it shall maintain all terms and conditions of this Agreement, and all information

28

disclosed to it by the other Party or obtained by it in the performance of this Agreement and relating to the other Party's business (including Development Plans, Water Facilities Plans, and all data relating to the production of Producer) (collectively, "**Confidential Information**") in strictest confidence, and that it shall not cause or permit disclosure of this Agreement or its existence or any provisions contained herein without the express written consent of the other Party.

(b) Permitted Disclosures. Notwithstanding Section 17.6(a) disclosures of any Confidential Information may be made by either Party (i) to the extent necessary for such Party to enforce its rights hereunder against the other Party; (ii) to the extent to which a Party is required to disclose all or part of this Agreement by a statute or by the order or rule of a Governmental Authority exercising jurisdiction over the subject matter hereof, by order, by regulations, or by other compulsory process (including deposition, subpoena, interrogatory, or request for production of documents); (iii) to the extent required by the applicable regulations of a securities or commodities exchange; (iv) to a third person in connection with a proposed sale or other transfer of a Party's interest in this Agreement, provided such third person agrees in writing to be bound by the terms of this Section 17.6; (v) to its own directors, officers, employees, agents and representatives; (vi) to an Affiliate; (vii) to financial advisors, attorneys, and banks, provided that such Persons are subject to a confidentiality undertaking consistent with this Section 17.6(b), or (viii) except for information disclosed pursuant to Article 3 of this Agreement, to a royalty, overriding royalty, net profits or similar owner burdening production from the Service Area Properties, provided such royalty, overriding royalty, net profits or similar owner, agrees in writing to be bound by the terms of this Section 17.6.

(c) Notification. If either Party is or becomes aware of a fact, obligation, or circumstance that has resulted or may result in a disclosure of any of the terms and conditions of this Agreement authorized by Section 17.6(b)(ii) or (iii), it shall so notify in writing the other Party promptly and shall provide documentation or an explanation of such disclosure as soon as it is available.

(d) Party Responsibility. Each Party shall be deemed solely responsible and liable for the actions of its directors, officers, employees, agents, representatives and Affiliates for maintaining the confidentiality commitments of this Section 17.6.

(e) Public Announcements. The Parties agree that prior to making any public announcement or statement with respect to this Agreement or the transaction represented herein permitted under this Section 17.6, the Party desiring to make such public announcement or statement shall provide the other Party with a copy of the proposed announcement or statement prior to the intended release date of such announcement. The other Party shall thereafter consult with the Party desiring to make the release, and the Parties shall exercise their reasonable best efforts to (i) agree upon the text of a joint public announcement or statement to be made by both such Parties or (ii) in the case of a statement to be made solely by one Party, obtain approval of the other Party to the text of a public announcement or statement. Nothing contained in this Section 17.6 shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to this Agreement or the transaction represented herein to any Governmental Authority to the extent required by Applicable Law or necessary to comply with

29

disclosure requirements of the Securities and Exchange Commission, New York Stock Exchange, or any other regulated stock exchange.

(f) Survival. The provisions of this Section 17.6 shall survive any expiration or termination of this Agreement; provided that other than with respect to information disclosed pursuant to Article 3, as to which such provisions shall survive indefinitely, such provisions shall survive only a period of one (1) year.

Section 17.7 Entire Agreement, Amendments and Waiver. This Agreement, including all exhibits hereto, integrates the entire understanding between the Parties with respect to the subject matter covered and supersedes all prior understandings, drafts, discussions, or statements, whether oral or in writing, expressed or implied, dealing with the same subject matter. This Agreement may not be amended or modified in any manner except by a written document signed by the Parties that expressly amends this Agreement. No waiver by either Party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

Section 17.8 Limitation of Liability. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.**

Section 17.9 Headings. The headings and captions in this Agreement have been inserted for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

Section 17.10 Rights and Remedies. Except as otherwise provided in this Agreement, each Party reserves to itself all rights, counterclaims, other remedies and defenses that such Party is or may be entitled to arising from or out of this Agreement or as otherwise provided by Applicable Law.

Section 17.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust, fiduciary or partnership duty, obligation or liability on or with regard to either Party.

Section 17.12 Rules of Construction. In construing this Agreement, the following principles shall be followed:

- Agreement;
- (a) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement;
 - (b) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;
 - (c) the word “includes” and its syntactical variants mean “includes, but is not limited to,” “includes without limitation” and corresponding syntactical variant expressions;
 - (d) the plural shall be deemed to include the singular and vice versa, as applicable; and
 - (e) references to Section shall be references to Sections of this Agreement.

Section 17.13 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and shall not inure to the benefit of any other Person whomsoever or whatsoever, it being the intention of the Parties that no third Person shall be deemed a third party beneficiary of this Agreement.

Section 17.14 Further Assurances. Each Party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Agreement.

Section 17.15 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

ANTERO RESOURCES CORPORATION

Name: _____
By: _____
Title: _____

ANTERO MIDSTREAM LLC

Name: _____
By: _____
Title: _____

*Water Services Agreement
Signature Page*

EXHIBIT A

INITIAL SERVICE AREA

[attached]

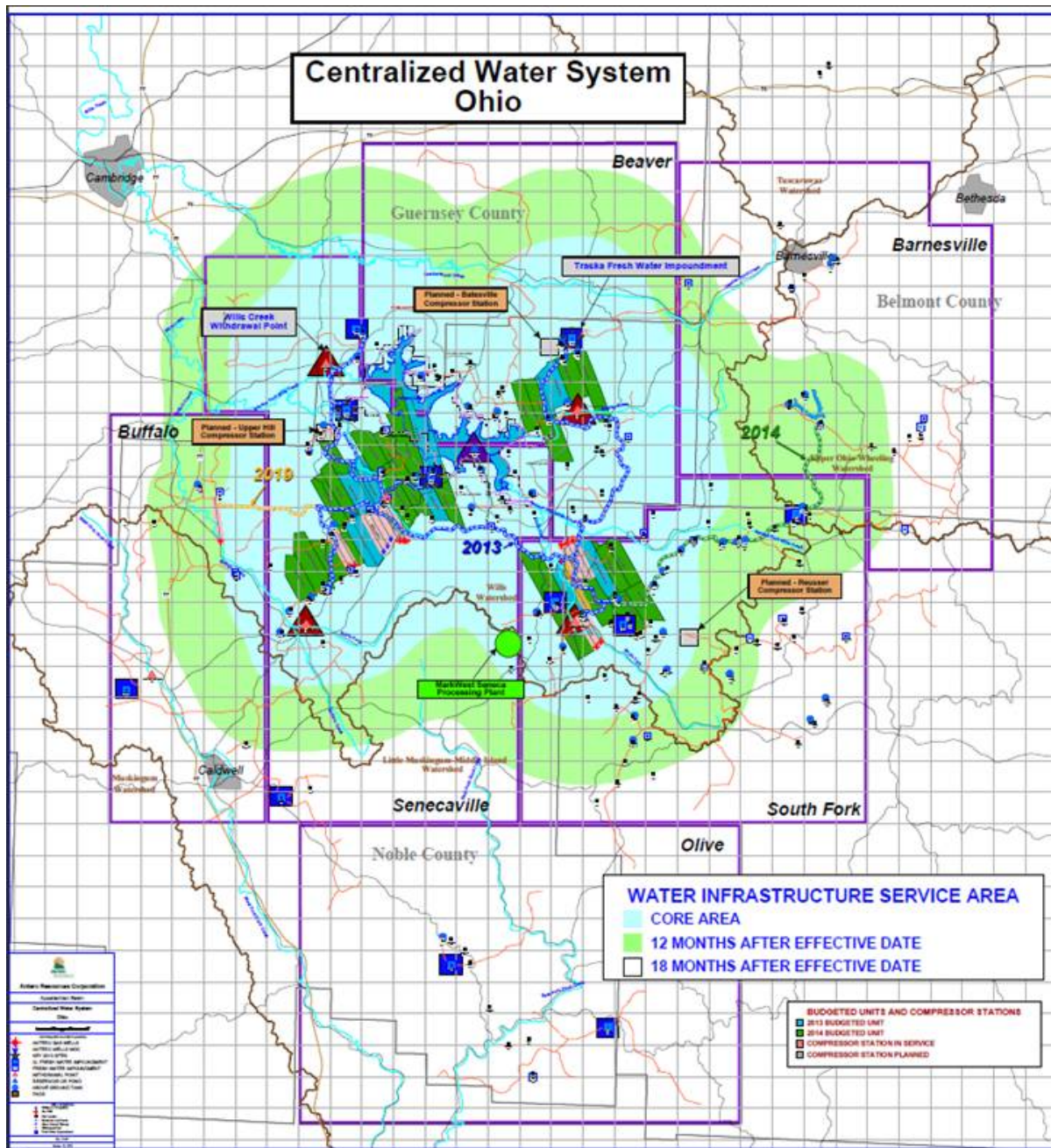


EXHIBIT B

INITIAL WATER FACILITIES

1. All existing or imminent buried Water pipelines and associated appurtenances.
2. All existing or imminent temporary surface Water pipeline and associated appurtenances.
3. All Water pipeline and associated appurtenances contained in inventory and designated for future Water pipeline projects.
4. All existing or imminent pump stations, transfer pumps, or booster pumps that are designated for the transfer of Water up to the Producer's receiving tanks/pits.
5. All pump stations, transfer pumps, or booster pumps that are contained in inventory and designated for the future transfer of Water up to the Producer's receiving tanks/pits.
6. All existing or imminent operational equipment, tools, telemetry devices, vehicles necessary for operation of the line.
7. All existing or imminent surface use agreements for withdrawal points, access roads, impoundments, pump stations, maintenance shops, laydown or staging yards and surface feature access pads.
8. Fresh Water Impoundments ("FWIs") (status as of October 10, 2013):

FWIs built and in-service:

1. Harshbarger North FWI
2. Harshbarger South FWI
3. Marsden FWI
4. Quinn FWI
5. Bonnell FWI

FWIs — constructing:

1. Hinter Heirs South FWI
2. Hinter Heirs North FWI
3. Pearl Jean South FWI

1

4. Pearl Jean North FWI
5. Annie Horizontal FWI
6. Lake FWI
7. Nimorwicz West FWI
8. Nimorwicz East FWI
9. Foreman FWI
10. Bee Lewis FWI

Planning/Permitting/waiting on release/waiting on SUA:

1. John Richards Centralized Pit (produced water storage)
2. Whitehair FWI
3. Hartley West FWI
4. Melody FWI
5. Spiker FWI
6. Heflin FWI
7. James Webb FWI
8. Lemley FWI

2

EXHIBIT C

TAKE POINTS

Fresh Water Impoundments (status as of October 10, 2013)

FWIs built and in-service

1. Harshbarger North FWI
2. Harshbarger South FWI
3. Marsden FWI
4. Quinn FWI
5. Bonnell FWI

FWIs — constructing

1. Hinter Heirs South FWI

2. Hinter Heirs North FWI
3. Pearl Jean South FWI
4. Pearl Jean North FWI
5. Annie Horizontal FWI
6. Lake FWI
7. Nimorwicz West FWI
8. Nimorwicz East FWI
9. Foreman FWI
10. Bee Lewis FWI

Planning/Permitting/waiting on release/waiting on SUA

1. John Richards Centralized Pit (produced water storage)
2. Whitehair FWI
3. Hartley West FWI
4. Melody FWI
5. Spiker FWI
6. Heflin FWI
7. James Webb FWI
8. Lemley FWI

West Virginia

1. Ohio River at Ben's Run Withdrawal Site (Tyler County), reference NOAA Website — Willow Island Lock and Dam

Min Gauge Reading: 6,468 cfs

Maintain local pass-by of 6,468 cfs

Max. pump rate: 7.48 cfs (3,360 gpm)

2. West Fork River at JCP Withdrawal Site (Harrison County), reference USGS Station Number 03061000

Min Gauge Reading: 175.00 cfs

Maintain local pass-by of 146.25 cfs

Max. pump rate: 4.46 cfs (2,000 gpm)

3. West Fork River at McDonald Withdrawal Site (Harrison County), reference USGS Station Number 03061000

Min Gauge Reading: 175.00 cfs

Maintain local pass-by of 106.30 cfs

Max. pump rate: 6.68 cfs (3,000 gpm)

4. West Fork River at GAL Withdrawal Site (Harrison County), reference USGS Station Number 03061000

Min Gauge Reading: 175.00 cfs

Maintain local pass-by of 105.39 cfs

Max. pump rate: 4.46 cfs (2,000 gpm)

5. Middle Island Creek at Dawson Withdrawal Site (Tyler County), reference USGS Station Number 03114500

Min Gauge Reading: 76.03 cfs

Maintain local pass-by of 28.83 cfs

Max. pump rate: 6.68 cfs (3,000 gpm)

6. Middle Island Creek at Mees Withdrawal Site (Pleasants County), reference USGS Station Number 03114500

2

Min Gauge Reading: 52.59 cfs

Maintain local pass-by of 47.63 cfs

Max. pump rate: 7.48 cfs (3,360 gpm)

7. McElroy Creek at Forest Withdrawal (Tyler County), reference USGS Station Number 03114500

Min Gauge Reading: 74.77 cfs

Maintain local pass-by of 13.10 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

8. McElroy Creek at Sweeney Withdrawal (Doddridge County), reference USGS Station Number 03114500

Min Gauge Reading: 69.73 cfs

Maintain local pass-by of 6.66 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

9. Meathouse Fork at Gagnon Withdrawal Site (Doddridge County), reference USGS Station Number 03114500

Min Gauge Reading: 71.96 cfs

Maintain local pass-by of 13.10 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

10. Meathouse Fork at Whitehair Withdrawal Site (Doddridge County), reference USGS Station Number 03114500

Min Gauge Reading: 69.73 cfs

Maintain local pass-by of 7.28 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

11. Tom's Fork at Erwin Withdrawal (Doddridge County), reference USGS Station Number 03114500

Min Gauge Reading: 69.73 cfs

Maintain local pass-by of 0.59 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

3

12. Arnold Creek at Davis Withdrawal Site (Doddridge County), reference USGS Station Number 03114500

Min Gauge Reading: 69.73 cfs

Maintain local pass-by of 3.08 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

13. Buckeye Creek at Powell Withdrawal Site (Doddridge County), reference USGS Station Number 03114500

Min Gauge Reading: 69.73 cfs

Maintain local pass-by of 4.59 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

14. South Fork of Hughes River at Knight Withdrawal Site (Ritchie County), reference USGS Station Number 03155220

Min Gauge Reading: 39.80 cfs

Maintain local pass-by of 1.95 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

15. North Fork of Hughes River at Davis Withdrawal Site (Ritchie County), reference USGS Station Number 03155220

Min Gauge Reading: 35.23 cfs

Maintain local pass-by of 2.19 cfs

Max. pump rate: 2.23 cfs (1,000 gpm)

Ohio

High Priority

Location	Latitude	Longitude	Status	Desktop Evaluation	Field Recon	Site Access	Delineation	SUA	Stream Gaging Events	Rating Curve/Pump Sheet	Registration	Floodplain	ODOT	Construction Release	ODNR Registration		Property Owner	Comments
															Number	Parcel ID		
Buffalo Creek 4	39.811790	-81.467680	Registered	Complete	Complete	Obtained	Complete	Pending	4	Complete	2.00	Pending	Pending	Pending	02487	467877787	James E. & Rosemary L. Johnson	Issue with pricing, currently considering Buffalo Creek Arnold location
Buffalo Creek-Arnold	39.863557	-81.526403	Registered	Complete	Complete	Obtained	Pending	Pending	12	Pending	2.00	Pending	Pending	Pending	02628	05-21125.002	Michael R. & Judy M. Arnold	Registration and design complete. Stream gaging will continue to be performed in support of a current or upcoming frac and to maintain an understanding of the regional flow and seasonal variations.
East Fork Duck Creek-6	39.645811	-81.309128	Registered	Complete	Complete	Obtained	Complete	In place	14	Complete	2.00	Completed	Pending	Pending	02543	467869656	Christopher A. & Paula D. Vetter	Waiting on Retteew Survey which is a field markout i.e. stakes in ground. Stream gaging will continue to be performed in support of a current or upcoming frac and to maintain an understanding of the regional flow and seasonal variations.
Jordan Jones 1	39.763746	-81.200327	Registered	Complete	Complete	Obtained	Complete	In place	NA	N/A	0.500	NA	NA	Approved	02458	408880971	Gary A. & Nancy S. Or Survivor Rubel	Retew - What is appropriate drawdown, pulled at times 500,000 GPD on last frac, Retteew recommends drawdown of no more than 1/2 vol.
Kerry Brown Withdrawal	39.58746	-80.97836	Registered	Complete	Complete	Obtained	Complete	In place	NA	N/A	2.000	NA	NA	Approved	02449	408891558	Guy L. & Josephine G. Or Survivor Brown	Is built, no plans to use, when Grimes built will cancell registration and SUA
Lewis Grimes Rock Quarry Opossum Run	39.505552	-81.087615	Registered	Complete	Complete	Obtained	Complete	In place	NA	N/A	2.000	Pending	NA	Approved	02450	150057020000	John Grimes	Authorized to do construction. Design complete.
Rubel 4	39.869684	-81.420662	Registered	Complete	Complete	Obtained	Complete	In place	15	Complete	1.200	NA	NA	Approved	02452	467879431	Wayne F. & Martha J. Miley	Will be utilized during storm events in the summer months. Stream gaging will continue to be performed in support of a current or upcoming frac and to maintain an understanding of the regional flow and seasonal variations.
Rubel 4	39.780167	-81.196681	Registered	Complete	Complete	Obtained	Complete	Pending	NA	N/A	0.250	NA	NA	TBD	02451	408891675	Gary A. & Nancy S. Or Survivor Rubel	Rubel reviewing agreement, has not been used, is truck loadout
Rubel Pad Ground Water Withdrawal	39.833172	-81.302765	Registered	Complete	Complete	Obtained	Complete	In place	NA	N/A	0.750	NA	NA	NA	02550	408880908	Gary A. & Nancy S. Or Survivor Rubel	Used to fill Rubel FWI, can pipe from Carpenter to Rubel FWI only. Sampled on 9/19. Expecting results the week of 9/30. Per ODNR, Retteew will unregistor source at the end of the year.
Seneca Fork Wills Creek - 2	39.931389	-81.457222	Registered	Complete	Complete	Obtained	Complete	In place	13	Complete	2.00	Completed	NA	Approved	02481	31-00426	Julia J. Postlethwait	Broken weld down on bridge, county to fix bridge, will be shut down, using staff gage at bridge.
Skin Creek-1 (Rubel)	39.83223	-81.30409	Registered	Complete	Complete	Complete	Complete	In place	18	Complete	1.00	NA	NA	NA	02555	408880908	Gary A. & Nancy S. Or Survivor Rubel	Next to Rubel pad, used to fill Rubel FWI. Staff gage decommissioned on 9/25. Per

																			ODNR, Retiew will unregiser source at the end of this year and design complete.
Slope Creek Reservoir (Barnesville #3)	39.907492	- 81.165197	Registered	Complete	Complete	Obtained	Pending	Pending	NA	NA	2.00	NA	Pending	Pending	02629	37-60021.000	The Village of Barnesville	Retiew	
South Fork (Carpenter)	39.813710	- 81.307880	Registered	Complete	Complete	Obtained	Complete	In place	19	Complete	2.00	2/20/2013	2/20/2013	2/22/2013	02488	408885365	Wallace R & Judy A Or Survivor Carpenter	Across road from Carpenter pad - direct fill to Carpenter FWL. Stream gaging will continue to be performed in support of a current or upcoming frac and to maintain an understanding of the regional flow and seasonal variations.	
West Fork Duck Creek - Buckey	39.794094	- 81.562736	Registered	Complete	Complete	Obtained	Complete	In place	14	Complete	2.00	Submitted	NA	Pending	02482	467875881	Michael R & Linda Buckey	Not in floodplain, in use as truck loadout. Stream gaging will continue to be performed in support of a current or upcoming frac and to maintain an understanding of the regional flow and seasonal variations.	
Beaver Creek-4	39.908867	- 81.316445	Registered	Complete	Complete	Obtained	Complete	In place	4	Pending	2.00	Completed	Complete	Complete	02673	467876191	Shawn Q Carpenter	Week of 9/9: Install staff gage, gage stream, preliminary design completed and registered. Support for Roe/Ervin well pads. Updated Roe to Ervin Design to Antero on 9/27. ODOT and Floodplain Permits issued on 9/27. Stream gaging will continue to be performed in support of a current or upcoming frac and to maintain an understanding of the regional flow and seasonal variations.	

Low Priority

Location	Latitude	Longitude	Status	Desktop Evaluation	Field Recon	Site Access	Delineation	SUA	Stream Gaging Events	Rating Curve/Pump Sheet	Registration	Floodplain	ODOT	Construction Release	ODNR Registration Number	Parcel ID	Property Owner	Comments
Beaver Creek-2	39.906603	- 81.320415	On Hold	Complete	Complete	Obtained												NEED UPDATE FROM UTICA TEAM Potential feed to Ervin impoundment (across the road). NEED UPDATE FROM UTICA TEAM Favorable due to deep pools in stream and road access. On hold, consult Aaron on Beaver Creek-2 potential.
Beaver Creek-3	39.901428	- 81.319465	On Hold	Complete	Complete	Obtained		4										To support Piedmont Lake area well pads. Possible Ervin Source useful for rig program in Barnesville area
Boggs Fork-2	40.177966	- 81.189805	On Hold	Complete														Possible Ervin Source useful for rig program in Barnesville area
Bushy Fork	40.10065	- 81.430289	On Hold	Complete														Possible Ervin Source useful for rig program in Barnesville area
Clear Fork	40.156895	- 81.448634	On Hold	Complete														Bath Survey complete-25 foot depth throughout pond. 15 feet off shoreline. Do not register per Aaron.
Khune Pond	39.670273	- 81.477492	On Hold	Complete	Complete	Obtained		NA										RETTEW — identify specific locations based on field recon; Antero - Landowner authorization/SUA, delineation, and water testing; RETTEW — Stream gaging (3-5 events) and registration . Relocated withdraw point to the south
Middle Fork at Hideaway	39.636361	- 81.363163	On Hold	Complete	Complete	Obtained		1										Pipeline Sources from Ohio river to Carpenter FWI
Ohio River-10	39.79044	-80.84325	On Hold	NA														Pipeline Sources from Ohio river to
Ohio River-2 (Route	39.772631	- 80.866189	On Hold	NA														Pipeline Sources from Ohio river to

7 & 556) Ohio River-9 (Route 7 & 78)	39.76465	-80.87155	On Hold	NA															Carpenter FWI Pipeline Sources from Ohio river to Carpenter FWI-Primary Option
Piedmont Lake-1	40.162223	-81.185484	On Hold	Complete									545059592	Muskingham Watershed Conservancy Dist V					To support Piedmont Lake area well pads.
Salt Fork Lake	40.087931	-81.511942	On Hold	Complete															Possible Ervin Source, useful for rig program in Barnsville area, N of I-70
Salt Fork-1	40.075707	-81.432662	On Hold	Complete															Possible Ervin Source, useful for rig program in Barnsville area, N of I-70
Seneca Fork Wills Creek - 4	39.864005	-81.321436	On Hold	Complete															DISCUSS AT UTICA MEETING, ISSUE IS LAKE PROXIMITY, ADF = 524,000 BBLPD. Site visit needed. To utilize with South Fork-2 at single loadout.
Skull Fork-1	40.197821	-81.270588	On Hold	Complete															To support Piedmont Lake area well pads.
South Fork-2	39.852887	-81.328698	On Hold	Complete															DISCUSS AT UTICA MEETING, ISSUE IS LAKE PROXIMITY, ADF = 509,000 BBLPD. Site visit needed. To utilize with Seneca Fork Wills Creek-4 at single loadout.

Location	Latitude	Longitude	Status	Desktop Evaluation	Field Recon	Site Access	Delineation	SUA	Stream Gaging Events	Rating Curv/Pump Sheet	Registration	Floodplain	ODOT	Construction Release	ODNR Registration Number	Parcel ID	Property Owner	Comments	
Spencer Creek	40.055672	-81.153597	On Hold	Complete	Drive-by														ADF = 370,000 BBLPD, useful for rig program in Barnsville area
Stillwater Creek-1	40.195978	-81.221571	On Hold	Complete															To support Piedmont Lake area well pads.
B & O Pond	39.961278	-81.280618	Do Not Pursue	Complete															Small source, could be utilized for 1-2 fracs in the summer. Site visit needed.
Beaver Creek	39.91102	-81.30281	Do Not Pursue	Complete	Complete	Obtained													Unfavorable due to golf course
Buffalo Creek	39.86396	-81.533559	Do Not Pursue	Complete															BC 3 & 4 are preferred locations
Buffalo Creek 2	39.836750	-81.504740	Do Not Pursue	Complete															BC 3 & 4 are preferred locations
Buffalo Creek 3 - Rt 146 and Cooper Road	39.849444	-81.518889	Do Not Pursue	Complete	Complete	Obtained	Complete		3										Replaced by Buffalo Ck Arnold,
Buffalo Creek 5 (Rt 146 West of Sarisville)	39.816643	-81.481521	Do Not Pursue	Complete															BC 3 & 4 are preferred locations
Buffalo Creek-6	39.820696	-81.482134	Do Not Pursue	Complete															Replaced by Buffalo Ck Arnold,
Buffalo Wills Pond	39.906094	-81.564696	Do Not Pursue	Complete					NA										18.5 acres, possible EQT TLO being constructed here. Antero needs to contact land owner.
Christman Pond	39.78345	-81.29697	Do Not Pursue	Complete	Complete	Obtained													LO wants to preserve ponds- other options on property are inadequate
City of Byesville	—	—	Do Not Pursue	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Prefer not to use it, will not be used to support Wayne and Schroider fracs
City of Caldwell	—	—	Do Not Pursue	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Prefer not to use it, will not be used to support Wayne and Schroider fracs
Clear Fork Little Muskingum River	39.713908	-81.262185	Do Not Pursue	Complete	Complete														Not an adequate site. Need to explore other options near by.
Clear Fork Little Muskingum River & Indian Run	39.630435	-81.225289	Do Not Pursue	Complete	Complete														Move withdraw point on northern side of Route 537.
Cline Pond	39.886836	-81.319883	Do Not Pursue	Complete															Possible Storage,
Consol/CNX Site 27 - Courtney Run	39.660778	-80.991919	Do Not Pursue	Complete															West of play
Consol/CNX Site 35 - Kirk Anderson #2	40.146111	-81.163056	Do Not Pursue	Complete															West of play
Consol/CNX Site 36 — Muskingum	39.675000	-81.716111	Do Not Pursue	Complete															West of play
Cranenest Fork (Route 26 & 800)	39.729032	-81.119076	Do Not Pursue	Complete															RETTEW — Identify preferred locations for

withdrawals; Antero - Landowner authorization/SUA prior to delineation, gaging and registration
Access issues with AEP/Anadarko agreement

Location	Latitude	Longitude	Status	Desktop Evaluation	Field Recon	Site Access	Delineation	SUA	Stream Gaging Events	Rating Curve/Pump Sheet	Registration	Floodplain	ODOT	Construction Release	ODNR Registration Number	Parcel ID	Property Owner	Comments
Cumb. LS Pond 1	39.876624	-81.680747	Do Not Pursue	Complete	Complete													Access issues with AEP/Anadarko agreement
Cumb. LS Pond 10	39.879877	-81.698185	Do Not Pursue	Complete	Complete													Access issues with AEP/Anadarko agreement
Cumb. LS Pond 13	39.882213	-81.684024	Do Not Pursue	Complete	Complete													Access issues with AEP/Anadarko agreement
Cumb. LS Pond 2	39.875199	-81.686866	Do Not Pursue	Complete	Complete													Access issues with AEP/Anadarko agreement
Cumberland LS - Pond 3	39.870122	-81.690489	Do Not Pursue	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Active mining activities
Cumberland LS - Pond 4	39.873211	-81.696256	Do Not Pursue	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Active mining activities
Cumberland LS - Pond 5	39.871748	-81.697748	Do Not Pursue	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Active mining activities
Dale Witt	—	—	Do Not Pursue	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Private Pond - Low Priority
East Fork Duck Creek-5	39.666507	-81.322882	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	Have -6 don't need -5, .
East Fork Duck Creek (Route 145 & 260)	39.649479	-81.309876	Do Not Pursue	Complete	Complete	Obtained	—	—	—	—	—	—	—	—	—	—	—	RETTEW – Identify preferred locations for withdrawals; Antero - Landowner authorization/SUA prior to delineation, gaging and registration. Relocate to the north.
George Thompson Pond	39.983725	-81.485307	Do Not Pursue	Complete	Complete	Obtained	Complete	—	—	—	—	—	—	—	—	—	—	Draft Registration to Antero 12/21/12/Sold to Robert Le; under negotiation, wants \$10/1,000
Glady's Run	39.847649	-81.341997	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	ADF = 118,000 BBLPD,
Jordan Jones 2	39.767084	-81.170135	Do Not Pursue	Complete	Complete	Obtained	—	—	—	—	—	—	—	—	—	—	—	Release Mr Rubel from agreement, no plans to use
Khune Pond Stream	39.670185	-81.475175	Do Not Pursue	Complete	Complete	Obtained	—	—	—	—	—	—	—	—	—	—	—	Desktop eval needed
Leatherwood Creek 1	40.005172	-81.514869	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	Overuse by other operators and not close to our play
Leatherwood Creek 2	39.996017	-81.49897	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	Overuse by other operators and not close to our play
Leatherwood Creek 3	39.989915	-81.495938	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	Prefer George Thompson Pond
Leatherwood Creek-4	39.968927	-81.316331	Do Not Pursue	Complete	Drive-by	—	—	—	—	—	—	—	—	—	—	—	—	Overuse by other operators and not close to our play
Leatherwood Creek-5	39.66916667	-81.48277778	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	Overuse by other operators and not close to our play
Matt Blakely Proposed Pond 1	39.88783	-81.41319	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	Proposed Pond Inferred dammed drainage.
Matt Blakely Proposed Pond 2	39.88451	-81.43235	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	Proposed Pond Inferred dammed drainage.

Location	Latitude	Longitude	Status	Desktop Evaluation	Field Recon	Site Access	Delineation	SUA	Stream Gaging Events	Rating Curve/Pump Sheet	Registration	Floodplain	ODOT	Construction Release	ODNR Registration Number	Parcel ID	Property Owner	Comments
Muskingum River (near Devola)	39.483785	-81.50023	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	USACOE Section 10 and other requirements/permission - may require relocation Superior Quality designations
OH River Quarry	39.352236	-81.347350	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	39 acres, 300,857 bbls per 1 ft drop, potential Ohio River wateline option, avoid Wayne NForest
Ohio Power Company Pond Mm-34 & Dyes Creek	39.721529	-81.670133	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	AEP ReCreation Land - Mining Reclamation permitting may be required - follow up w/ht AEP/OEPA
Ohio Power Company Ponds off of Horse Run Rd	39.733678	-81.732044	Do Not Pursue	Complete	—	—	—	—	—	—	—	—	—	—	—	—	—	AEP ReCreation Land - Mining Reclamation permitting may be required - follow up w/ht AEP/OEPA
Robert Lee Pond	40.001036	-81.513246	Do Not Pursue	Complete	Complete	Obtained	—	—	—	—	—	—	—	—	—	—	—	Draft Registration to Antero 12/21/12 - Landowner Concerns
Robert Miley Existing Pond	39.86236	-81.44882	Do Not Pursue	Complete	Complete	Obtained	Complete	—	—	—	—	—	—	—	—	—	—	Dammed drainage Insufficient capacity

Robert Miley Proposed Pond	39.859450	-81.445050	Do Not Pursue	Complete	Complete	Obtained	Complete	—	—	—								Unpermitted wetland disturbances
Robin's Ridge Golf Course N Pond	39.94073	-81.43744	Do Not Pursue	Complete	—	—	—	—	—	—								Insufficient Capacity Restricted access
Robin's Ridge Golf Course S Pond	39.93815	-81.44001	Do Not Pursue	Complete	—	—	—	—	—	—								Insufficient Capacity Restricted access
Ron Tank Lake	39.86629	-81.29784	Do Not Pursue	Complete	—	—	—	—	—	—								Dammed intermittent stream
Rubel 2 Ponds	—	—	Do Not Pursue	—	Complete	Obtained	—	—	—	—								Release Rubel from water use agreement, See 11/1/12 email and aerial photo and notes from onsite, water is pumped from Rubel 5 to Rubel 2 and some question as to whether Rubel Pond water in general is considered part of Sennicaville lake.
Salt Fork-2	40.025064	-81.329914	Do Not Pursue	Complete	Drive-by													Aaron to drive-by 1/31; distance does not favor new source in light of existing sources
Seneca Fork Wills Creek - 1	39.912590	-81.517250	Do Not Pursue	Complete														Better Location at Seneca Fork Wills Creek - 2
Seneca Fork Wills Creek- 3	39.86667	-81.331110	Do Not Pursue	Complete														Location is within 1/2 mile buffer, confirmed by Aaron G
South Fork Captina Creek (Route 26 & Brushy Creek Rd)	39.905629	-81.079544	Do Not Pursue	Complete														East of Barnsville, RETTEW – Identify preferred locations for withdrawals; Antero - Landowner authorization/SUA prior to delineation, gaging and registration
South Fork/Skin Creek (Rubel Stream Withdrawal)	39.831059	-81.309809	Do Not Pursue	Complete	Complete	Obtained	Complete			3								Draft Registration to Antero 12/21/12 - Landowner Concerns
Strip Mine Ponds	40.005217	-81.267625	Do Not Pursue	Complete														On Hold due to access issues, steep slopes, and neighbor concerns
Sunfish Creek -1	39.780589	-81.059558	Do Not Pursue	Complete	Complete													

Location	Latitude	Longitude	Status	Desktop Evaluation	Field Recon	Site Access	Delineation	SUA	Stream Gaging Events	Rating Curve/Pump Sheet	Registration	Floodplain	ODOT	Construction Release	ODNR Registration Number	Parcel ID	Property Owner	Comments	
Sunfish Creek -2	39.784778	-81.119770	Do Not Pursue	Complete	Complete	Obtained					Pending								
Tim Hall (Pond)	39.880300	-81.383580	Do Not Pursue	Complete	Complete	Obtained	Complete	—	—	—	—								Pond was constructed within jurisdictional stream channel without confirmation of State/Federal permits prior to construction. Per J Albers/D Balian - Do not pursue as a source.
West Fork Duck Creek - Caldwell	39.75132	-81.52768	Do Not Pursue	Complete	Complete														Need to assess ownership
West Fork Duck Creek-3	39.668264	-81.485053	Do Not Pursue	Complete	Complete	Obtained													Coordination w/ County Engineer and ODOT-177 and Rt 821, desktop eval needed, would make a good truck loadout, down by Khun Pond near interstate Exit 16

EXHIBIT D

INITIAL DEVELOPMENT PLAN

[attached]

EXHIBIT E

INITIAL WATER FACILITIES PLAN

[attached]

EXHIBIT F

FORM OF CONNECTION NOTICE

Antero Midstream LLC
1615 Wynkoop Street
Denver, Colorado 80202

Re: Water Services Agreement dated [], 2014, between Antero Resources Corporation and Antero Midstream LLC (the “*Water Services Agreement*”)

Ladies and Gentlemen:

This is a Connection Notice for purposes of the Water Services Agreement. Capitalized terms used but not defined in this Connection Notice have the meanings given such terms in the Water Services Agreement.

Midstream is hereby notified that Producer is planning to drill, complete, and hydraulically fracture the Planned Wells at the Planned Well Pads by the Target Commencement Dates, in each case as set forth below and will require the volumes of Water stated below to be made available at the Delivery Points located at such Planned Well Pads for the number of days after the Target Commencement Date as set forth below:

Planned Well	Planned Well Pad	Target Commencement Date	Volumes (GPD x Number of Days)

Very truly yours,

ANTERO RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT G

DEEMED CONNECTION NOTICES

Well	Target Commencement Date
[]	[]

EXHIBIT H

COST OF SERVICE FEE

The Monthly Cost of Service Fee for each Contract Year shall be calculated separately for each CS Facility. The Cost of Service Fees for each CS Facility are then summed to result in the total Cost of Service Fee payable for each Month in the Contract Year. The Monthly Cost of Service Fee for each Contract Year for each CS Facility is determined as follows:

Monthly Capex Fee + Monthly O&M Fee = Monthly Cost of Service Fee.

The “*Monthly Capex Fee*” for each CS Facility is an amount equal to the product of (i) the amount that, if paid to Midstream with respect to each Month remaining in the Recovery Term for such CS Facility, when taken together with all Prior Capex Fees paid to Midstream for such CS Facility, would result in Midstream recovering Producer’s share of all capital expenditures for such CS Facility over a period of 84 Months commencing with the placement in service of such CS Facility (the “*Recovery Term*”), with a return on capital invested of 13% per annum. “*Prior Capex Fees*” means, with respect to any Contract Year and any CS Facility, the aggregate of the Monthly Capex Fees with respect to such CS Facility paid in all prior Contract Years. For purposes of determining the Monthly Capex Fee for any Contract Year, “Producer’s share” of the relevant capital expenditures is Producer’s Throughput Percentage for the Recovery Term, determined using actual throughput where historical throughput volumes are available and estimated throughput volumes for future periods.

The “*Monthly O&M Fee*” for any Contract Year is an amount equal to:

- (i) the sum of:

- (a) (1) the operations and maintenance costs and expenses, including the costs and expenses of repairs and replacements in kind, that Midstream estimates it will incur with respect to the CS Facility during the Contract Year multiplied by (2) Midstream's estimate of Producer's Throughput Percentage for such Contract Year; plus
 - (b) the O&M True Up Amount, if any,
- (ii) divided by 12.

The "**O&M True Up Amount**" means, with respect to any Contract Year and any CS Facility,

- (i) the positive or negative difference resulting from the following calculation:
 - (a) the product of (x) the actual operations and maintenance costs and expenses, including the costs and expenses of repairs and replacements in kind, incurred by Midstream in the immediately prior Contract Year with respect to such CS Facility multiplied by (y) Producer's actual Throughput Percentage for such Contract year;

1

Minus

- (b) the sum of the aggregate Monthly O&M Fees paid to Midstream with respect to such CS Facility with respect to the immediately prior Contract Year,
- (ii) plus 13% per annum.

The Monthly O&M Fee includes Midstream's reasonable allocation to the CS Facility of Midstream's overhead and general and administrative expenses together with taxes payable by Midstream with respect to the CS Facility or the Services performed in connection with the CS Facility (but excluding in any event Midstream's income taxes), to the extent not otherwise paid or reimbursed by Producer pursuant to this Agreement.

The "**Throughput Percentage**" for any CS Facility for any period is a fraction the numerator of which is the total volumes of Water put through such CS Facility under this Agreement during such period and the denominator is the total volumes of Water put through such CS Facility (including third party volumes) during such period.

2

EXHIBIT F

FORM OF LICENSE AGREEMENT

[ATTACHED]

1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, including all Exhibits hereto (this "Agreement"), is entered into as of the [] day of [], 2014 and effective as of the 1st day of December, 2013 (the "Effective Date"), by and between Antero Resources Corporation, a Delaware corporation ("Licensor"), and Antero Midstream Partners LP, a Delaware limited liability company ("Licensee"). Licensor and Licensee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Licensor and Licensee have entered into that certain Contribution Agreement dated October 16, 2013 (the "Contribution Agreement");

WHEREAS, Licensor has certain rights in and to the names and marks listed on Exhibit A hereto (such marks, singularly and collectively, are referred to as the "Marks"); and

WHEREAS, Licensee wishes to engage in the business of the gathering or transportation of hydrocarbons and the undertaking of other midstream activities (the "Business") using the Assets transferred in the Contribution Agreement and desires to obtain a nonexclusive license to use the Marks in connection with the Business (the "Licensed Uses"), and Licensor is willing to permit such use by Licensee subject to the terms of this Agreement;

WHEREAS, Licensor also has certain ownership rights in and to certain unregistered intellectual property (other than trademarks, service marks and other source identifiers) that Licensor has used in the Business (collectively the "Licensed Intellectual Property");

NOW, THEREFORE, in consideration of the mutual agreements and promises expressed in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties have agreed as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, Licensor grants Licensee, who hereby accepts: (a) a nonexclusive and nontransferable right and license to use the Marks solely in connection with the Licensed Uses and solely in the United States of America; and (b) a nonexclusive and nontransferable right and license to use, copy, prepare derivative works, and modify the Licensed Intellectual Property for internal use in connection with the Business conducted by Licensee. Except for such license, all other rights are hereby reserved to Licensor. Licensee shall not sell, lease, transfer, or otherwise distribute any items bearing or provide any services in connection with the Marks except

Licensed Uses. Nothing herein shall provide Licensee with any right to, and Licensee shall not at any time, register in Licensee's name any domain name containing any of the Marks or any portion or derivative thereof or any term confusingly similar thereto.

2. Use of the Marks. All uses of and references to the Marks by Licensee shall conform with such instructions therefor as Licensor from time to time may provide Licensee. As soon as reasonably practicable after any request therefor made by Licensor, Licensee shall place the following notice (or such other notice as Licensor may reasonably request) in a prominent place on each of the Licensed Uses and, if the Licensed Uses include services, on each copy of any promotional or advertising materials or media which contain, embody, or mention the Marks:

™/® ANTERO RESOURCES CORPORATION

As to those Marks which have been registered in the U.S.A., Licensee shall use the "®" symbol. Otherwise, Licensee shall use the symbol "™".

2

3. Ownership. The Marks and the Licensed Intellectual Property, and all rights relating thereto, shall remain the sole and exclusive property of Licensor. All uses of the Marks, and all promotional, advertising, and packaging materials used in connection with the Licensed Uses, by Licensee, its subsidiaries, affiliates, officers, agents, servants, employees, and representatives shall be in accordance with the standards of quality as shall be set by Licensor from time to time and all such uses shall inure solely to the benefit of Licensor. Nothing in this Agreement or otherwise shall give Licensee or others any right, title, or interest whatsoever in and to the Marks and the Licensed Intellectual Property other than the rights expressly granted hereunder. Licensee agrees that it shall not attack or dispute Licensor's title or rights in and to the Marks and the Licensed Intellectual Property or the validity thereof. Licensee shall not register the Marks in its own name, except solely for the registration and ownership of the names "ANTERO MIDSTREAM PARTNERS LP" and "ANTERO MIDSTREAM LLC," which, in the event of the expiration or termination of this Agreement, shall be deemed automatically transferred to and owned by Licensor.

4. Use by Others. Licensor, and its other licensees, shall have the right to use the Marks simultaneously with the use of the Marks by Licensee. Licensor does not warrant or represent that Licensee will have the sole and exclusive right to use the Marks. Licensor is not obliged to indemnify or reimburse Licensee for any expenses by Licensee in connection with Licensee's use of the Marks.

5. Modifications. Licensee recognizes and agrees that from time to time, Licensor may change or modify the Marks. Licensee agrees that it shall accept and promptly use such changes and modifications as if they were a part of this Agreement at the time of the execution hereof, and to make any and all expenditures that such changes or modifications may require. Licensee shall not modify or alter the Marks and shall not use the Marks in connection or combination with any other trademark or service mark without the prior written approval of Licensor. Licensee may not use the Marks on any new products, goods, promotional materials, or any other items without first submitting two (2) actual specimens of same to Licensor and obtaining Licensor's prior written consent to such proposed usage, which consent shall be deemed given unless Licensor notifies Licensee otherwise within five business days of Licensee's submission of such specimens. Licensee shall not use, form or participate in the formation or operation of any firm or company which incorporates or embodies any of the Marks or Licensor's name, and Licensee shall not allow others to use the Marks or Licensor's name.

6. Quality Control. The quality of the Licensed Uses, as well as the quality of all promotional and advertising materials using the Marks, shall meet or exceed the quality of the corresponding goods, services, and promotional and advertising materials of Licensor prior to the Effective Date. Licensee shall cooperate with Licensor in facilitating Licensor's control of the nature and quality of the Licensed Uses, and all promotional, advertising, and packaging materials therefor, and to permit the reasonable inspection of Licensee's operations, and to supply Licensor with specimens of use of the Marks promptly upon Licensor's request therefor. Licensee shall sell only those Licensed Uses which have been previously authorized by Licensor and which meet or exceed Licensor's quality standards.

7. Protection of the Marks. Licensee shall cooperate with Licensor in connection with efforts to protect the Marks. Licensee shall promptly comply with Licensor's reasonable requests for information, specimens of usage, and the like, and shall promptly execute such lawful instruments as Licensor may reasonably request. In the event of any actual or suspected infringement or piracy of any aspect of the Marks, Licensee shall immediately report the same to Licensor in writing. Licensor shall have the sole and exclusive right to institute any claim, demand, or cause of action with respect to any such suspected or actual infringement or piracy. Licensor shall have no obligation or duty, however, to institute any such claim, demand, or cause of action. Licensee shall furnish Licensor full cooperation in connection with any such claim, demand, or cause of action. If requested by Licensor to do so, Licensee

3

shall join as a party to or shall file in its own name such claim to, demand, or cause of action and, in such situations, shall be entitled to recover any damages suffered by Licensee as a result of such infringement or piracy.

8. Confidentiality.

(a) Licensee shall maintain the Licensor's Confidential Information in confidence and not disclose the same to any third party nor use the same, except as authorized by Licensor in writing or as expressly permitted in this Section 8. Licensee further agrees to take the same care with the Licensor's Confidential Information as it does with its own, but in no event less than a reasonable degree of care. Excepted from these obligations of confidence and non-use is that information which: (i) is available, or becomes available, to the general public without fault of the Licensee; (ii) was in the possession of Licensee on a non-confidential basis prior to receipt of the same from Licensor; (iii) is obtained by Licensee without an obligation of confidence from a third party who is rightfully in possession of such information and, to Licensee's knowledge, is under no obligation of confidentiality to Licensor; or (iv) is independently developed by Licensee without reference to or use of Licensor's Confidential Information. For the purpose of this Section 8(a), a specific item of Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is embraced by, or underlies, more general information in the public domain or in the possession of the receiving Party.

(b) Notwithstanding Section 8(a), if the Licensee becomes legally compelled to disclose, or is required to disclose by the listing standards of the New York Stock Exchange, any of the Licensor's Confidential Information, Licensee shall promptly advise Licensor of such requirement to disclose Confidential Information, in order that, where possible, Licensor may seek a protective order or such other remedy as the Licensor may consider appropriate in the circumstances. Licensee shall disclose only that portion of Licensor's Confidential Information that it is required to disclose.

(c) Licensee will limit access to the Confidential Information of Licensor to those of its employees and contractors that have a need to

know such information in order for Licensee to exercise or perform its rights and obligations under this Agreement (the "Licensee Personnel"). The Licensee Personnel who have access to any Confidential Information of Licensor will be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. Any third party contractors that are given access to Confidential Information of a disclosing Party pursuant to the terms hereof shall be required to sign a written agreement pursuant to which such Licensee Personnel agree to be bound by the provisions of this Agreement, which written agreement will expressly state that it is enforceable against such Licensee Personnel by Licensor.

9. **Independent Contractor Relationship.** Licensee certifies that it is an independent contractor and not the agent or legal representative of Licensor and that any representation made or agreement executed by Licensee shall be Licensee's sole responsibility. Licensee shall conduct its business for the promotion and provision of services and uses within the Licensed Uses as a principal solely for its own account and at its own expense and risk. Licensee shall be solely responsible for all commitments incurred or assumed by it during the term of this Agreement or thereafter, and Licensor shall not be held responsible in any manner therefor, irrespective of any suggestion or recommendation with respect thereto by Licensor or its employees or representatives. Licensee represents that it will not act or represent itself directly or by implication as an agent for Licensor and will not attempt to create any obligation, or make any representation, on behalf of or in the name of Licensor. Licensee further shall not have authority to and shall not appoint any licensee, associate licensee or sublicensee of the Marks without the prior written approval of an authorized officer of Licensor. All financial and other obligations associated with Licensee's business are and will remain the sole responsibility of Licensee. Because Licensor and Licensee are independent contractors, nothing contained in this Agreement shall be

4

construed to (i) give either party the power to direct or control the activities of the other; (ii) constitute the parties as principal and agent, partners, joint venturers, or co-owners or otherwise as participants in a joint undertaking; or (iii) allow Licensee to create or assume any obligation on behalf of Licensor for any purpose whatsoever. THIS IS NOT A FRANCHISE (OR BUSINESS OPPORTUNITY) RELATIONSHIP.

10. **Protection of Goodwill.** Licensee at all times shall use its best efforts to act and operate in a manner consistent with good business ethics, and in a manner that will reflect favorably on the Licensed Uses and on the goodwill and reputation of Licensor and the Marks. Licensee's best efforts shall include at a bare minimum, but are not limited to, the prompt performance of all of its obligations under this Agreement. Licensee at all times shall refrain from engaging in any illegal, unethical, unfair or deceptive practices, whether with respect to the Licensed Uses or otherwise. Licensor may immediately terminate this Agreement if Licensee does anything which in Licensor's opinion may tarnish or diminish the goodwill associated with the Marks and/or the goodwill or reputation of Licensor.

11. **Taxes.** Licensee shall pay all license fees, sales, use, occupation, personal property, transportation and excise taxes and any other fees, assessments or taxes which may be assessed or levied by any national, state or local government and any departments and subdivisions thereof, on or against any of the Licensed Uses or in connection with this Agreement and/or Licensee's business.

12. **Disclaimers; Limits of Liability.** **LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT MIGHT OTHERWISE ARISE INCLUDING THE IMPLIED WARRANTIES OF (1) MERCHANTABILITY; AND (2) FITNESS FOR A PARTICULAR PURPOSE; AND (3) THAT THE LICENSED USES AND/OR LICENSEE'S USE OF THE MARKS ARE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, OR PROPRIETARY RIGHTS OF THIRD PARTIES. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO LICENSEE AS TO ITS EARNINGS, SUCCESS, REVENUES, PROFITS OR LOSSES PURSUANT TO THIS AGREEMENT AND LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY EARNINGS, SUCCESS, REVENUES, PROFIT, LOSS, OR FAILURE OF LICENSEE HEREUNDER. LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, WHETHER SOUNDING IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY NONPERFORMANCE OR MISREPRESENTATION) SHALL BE LIMITED TO THE AGGREGATE SUM OF U.S. \$10,000. IN NO EVENT WILL LICENSOR BE LIABLE FOR (i) ANY DAMAGES CAUSED, IN WHOLE OR PART, BY LICENSEE, OR FOR (ii) ANY LOST REVENUES, LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY ANY PERSON EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.**

13. **Term and Termination.** Unless previously terminated as provided for herein, this Agreement shall remain in full force and effect until 20 years from the Effective Date. Licensor may terminate this Agreement upon three (3) months written notice to Licensee, with the license to terminate at the end of such three (3) months, and either party may terminate this Agreement in the event of a material breach by the other upon fifteen (15) days prior written notice thereof to the other, with the license to terminate at the end of such fifteen (15) days.

14. **Post-Terminations Rights/Duties.** Upon termination of this Agreement, Licensee shall promptly cease all use of the Marks and shall not thereafter adopt or use in any manner any name,

5

trademark, service mark, logo, device, or the like which is or may be confusingly similar to the Marks. Licensor shall have no responsibility to reimburse Licensee for any costs or expenses in connection with relabeling or removing the Marks in use by Licensee or with respect to any Licensed Uses remaining in Licensee's inventory at the date this Agreement is terminated and shall have no liability to Licensee for such inventory. Upon the termination hereof, Licensee shall destroy or sell to Licensor at Licensor's option all materials in Licensee's possession, custody, or control which bear the Marks. Neither Licensor nor Licensee shall by reason of the termination or nonrenewal of this Agreement be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits, or anticipated sales or on account of expenditures, investments, leases, property improvements or commitments. Upon termination of this Agreement, Licensee shall thereafter refrain from operating or doing business under any name or in any manner that might tend to give the general public the impression that the license granted pursuant to this Agreement is still in force or that Licensee is in any way connected or affiliated with or sponsored by Licensor. In addition, upon written request by Licensor, all of Licensor's Confidential Information in whatever form shall be returned to Licensor upon termination of this Agreement, without Licensee retaining copies thereof except that one copy of all such Confidential Information may be retained by Licensee's legal department solely to the extent that Licensee is required to keep a copy of such Confidential Information pursuant to applicable law. The provisions of Sections 3, 10, 11, 13, 14, 15, and 19 shall survive the termination or expiration of this Agreement.

15. **Indemnity.** Licensee shall be solely responsible for and shall defend, indemnify, and hold Licensor harmless from and against any and all claims or causes of action whatsoever, and any and all liabilities and every loss, cost, and expense, including the cost of investigating the claim and reasonable attorneys' fees incurred by Licensor, brought by Licensee's employees, agents, subcontractors, sublicensees, and representatives, or any other

third party, caused by, arising out of, or relating to the exercise or practice of the rights granted hereunder by Licensor to Licensee. This contractual obligation of indemnification shall extend to and cover the manufacture, use, sale, lease, rental or other providing or marketing of any Licensed Uses and any other goods or services in connection with which Licensee has used the Marks. This contractual obligation of indemnification shall extend in favor of the officers, employees, agents, and representatives of Licensor. This contractual obligation of indemnification shall include claims, demands, or causes of action on account of any death or bodily injury to person or injury to property or economic loss. **THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL INCLUDE CLAIMS, DEMANDS, OR CAUSES OF ACTION ALLEGING SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT ON THE PART OF LICENSOR.**

16. Amendment; Waiver; Modification. No amendment, modification or waiver of any provision of this Agreement and no consent to any departure therefrom, shall be effective unless in writing and signed by duly authorized representatives of each party. No notice to or demand on Licensee shall entitle it to any other or further notice or demand in similar or other circumstances. No failure or delay on the part of Licensor in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

17. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Licensee shall not grant any sublicenses or assign, delegate or otherwise transfer its rights or obligations hereunder or any interest herein (including any assignment or transfer occurring by operation of law) without the prior written consent of Licensor. Licensor may freely assign or transfer any or all of its rights, obligations, or interest herein.

18. Compliance with Laws. Licensee shall, at all times hereunder, comply with any and all applicable laws, including without limitation all applicable export and import laws and regulations. Licensee shall not export any Licensed Uses outside the United States without first obtaining or procuring

6

any necessary governmental license or approval and the prior written approval of an authorized officer of Licensor as to any such specific area or country.

19. Notices. All notices, communications and deliveries under this Agreement will be made in writing signed by or on behalf of the Party making the same, will specify the Section of this Agreement pursuant to which it is given or being made, and will be delivered personally or by facsimile transmission or sent by registered or certified mail (return receipt requested) or by nationally recognized overnight courier (with evidence of delivery and postage and other fees prepaid) as follows:

If to Licensee: Antero Midstream Partners LP
1615 Wynkoop Street
Denver, Colorado 80202
Attn: Chief Financial Officer
Facsimile: (303) 357-7315

If to Licensor: Antero Resources Corporation
1615 Wynkoop Street
Denver, Colorado 80202
Attn: Chief Financial Officer
Facsimile: (303) 357-7315

or to such other representative or at such other address or facsimile number of a Party as such Party may furnish to the other Parties in writing. Any such notice, communication or delivery will be deemed given or made upon the date of receipt by the applicable Party.

20. Choice of Law. This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Texas, excluding any choice of Law rules which may direct the application of the Laws of another jurisdiction.

21. Consent to Jurisdiction, Etc.; Waiver of Jury Trial. Each of the Parties hereby irrevocably consents and agrees that any dispute arising out of or relating to this Agreement or any related document shall exclusively be brought in the courts of the State of Texas, in Harris County or the federal courts located in the Southern District of the State of Texas. The Parties agree that, after such a dispute is before a court as specified in this Section 8.4 and during the pendency of such dispute before such court, all actions with respect to such dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each of the Parties hereby waives, and agrees not to assert, as a defense in any legal dispute, that it is not subject thereto or that such dispute may not be brought or is not maintainable in such court or that its property is exempt or immune from execution, that the dispute is brought in an inconvenient forum or that the venue of the dispute is improper. Each Party agrees that a final judgment in any dispute described in this Section 8.4 after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Laws. **THE PARTIES HEREBY WAIVE IRREVOCABLY ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY DOCUMENT CONTEMPLATED HEREIN OR OTHERWISE RELATED HERETO.**

22. Reformation; Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such

7

provision in any other jurisdiction. To the extent permitted by law, the Parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

23. Force Majeure. Licensor shall not be responsible for any delay or failure in performance hereunder due to fire, flood, or other natural catastrophe, Act of God, governmental action, war or civil disturbance, strike, manufacturer's or supplier's nondelivery or any other cause beyond Licensor's reasonable control, whether similar or dissimilar to any of the foregoing.

24. Sole and Entire Agreement. Each of the parties hereto agrees that there are no other agreements, understandings, or representations, oral or written, other than as set forth herein, that this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings, representations, statements, or other communications, relating to the subject matter hereof, and that each Party is not relying on any prior understanding or representation, oral or written, that is not included or reflected in this Agreement. The parties hereto further agree that this Agreement constitutes the sole and entire agreement between the parties relating to the subject matter hereof.

25. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such Person being deemed a third party beneficiary of this Agreement.

26. Counterparts. This Agreement may be executed in any number of copies, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The organization of this Agreement is for convenience of reference and shall not constitute a part of the Agreement for any other purpose.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties to be effective the day and year first above written.

Licensor:

ANTERO RESOURCES CORPORATION

Licensee:

ANTERO MIDSTREAM PARTNERS, LP
By: Antero Resources Midstream Management LLC,
its general partner

By: _____
Name: Alvyn A. Schopp
Title: Chief Administrative Officer and
Regional Vice President

By: _____
Name: Alvyn A. Schopp
Title: Chief Administrative Officer and
Regional Vice President

8

EXHIBIT A TO LICENSE AGREEMENT

The "Marks" consist of the following:

1. The following registration:

<u>Mark</u>	<u>U.S. Registration/Application No.</u>
ANTERO RESOURCES	3,081,917

2. Common law rights in and to "ANTERO RESOURCES," "ANTERO RESOURCES CORPORATION" and the following logo:



EXHIBIT G

REQUIRED CONSENTS

None.

EXHIBIT G

1

EXHIBIT H

EXCLUDED WELLS

All gathering to Contributor and EXCO vertical wells and all gathering to Davis Well and McKinley 1 & 2 H wells.

EXHIBIT H

1

GATHERING AND COMPRESSION AGREEMENT

BY AND BETWEEN

ANTERO RESOURCES CORPORATION

AND

ANTERO MIDSTREAM LLC

DATED AS OF

November 10, 2014

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	SHIPPER COMMITMENTS	9
Section 2.1	Shipper's Dedication	9
Section 2.2	Conflicting Dedications	9
Section 2.3	Shipper's Reservations	9
Section 2.4	Covenant Running with the Land	10
Section 2.5	Additional Oil and Gas Interests or Gathering Facilities	10
Section 2.6	Priority of Dedicated Production	12
ARTICLE 3	SERVICES; GATHERING SYSTEM EXPANSION AND CONNECTION OF WELLS	12
Section 3.1	Gatherer Service Commitment	12
Section 3.2	Development Plan; Gathering System Plan; Exchange and Review of Information	13
Section 3.3	Expansion of Gathering System; Connection of Well Pads; Delivery Points	14
Section 3.4	Compression	16
Section 3.5	High Pressure Services	17
Section 3.6	Liquids Gathering	18
Section 3.7	Production Removed for Lease Operations	18
Section 3.8	Right of Way and Access	18
Section 3.9	Cooperation	19
ARTICLE 4	TERM	19
Section 4.1	Term	19
ARTICLE 5	FEES AND CONSIDERATION	19
Section 5.1	Fees	19
ARTICLE 6	ALLOCATIONS	22
Section 6.1	Allocation of Lost and Unaccounted For Gas	22
Section 6.2	Allocation of Fuel	22
Section 6.3	Allocation of Condensate Recovered from the Gathering System	22
Section 6.4	Allocation of Liquid Hydrocarbons	23
ARTICLE 7	CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES	23
Section 7.1	Operational Control of Gatherer's Facilities	23
Section 7.2	Maintenance	23
Section 7.3	Firm Capacity Production; Capacity Allocations on the Gathering System	24
Section 7.4	Arrangements After Redelivery	24
Section 7.5	Line Pack	24
ARTICLE 8	PRESSURES AT RECEIPT POINTS AND DELIVERY POINTS	24
Section 8.1	Pressures at Receipt Points	24
Section 8.2	Pressures at Delivery Points	24
Section 8.3	Shipper Facilities	24

ARTICLE 9	NOMINATION AND BALANCING	25
Section 9.1	Gatherer Notifications	25
Section 9.2	Nominations	25
Section 9.3	Balancing	25
ARTICLE 10	QUALITY	25
Section 10.1	Receipt Point Gas Quality Specifications	25
Section 10.2	Non-Conforming Gas	26
Section 10.3	Delivery Point Gas Quality Specifications	26
Section 10.4	Liquid Hydrocarbons Quality Requirements	26
Section 10.5	Greenhouse Gas Emissions	27
ARTICLE 11	MEASUREMENT EQUIPMENT AND PROCEDURES	27
Section 11.1	Equipment	27
Section 11.2	Gas Measurement Standards	27
Section 11.3	Liquid Hydrocarbons Measurement Standards	28
Section 11.4	Gas Measurement	28
Section 11.5	Notice of Measurement Facilities Inspection and Calibration	29
Section 11.6	Measurement Accuracy Verification	30
Section 11.7	Special Tests	30
Section 11.8	Metered Flow Rates in Error	31
Section 11.9	Record Retention	31
Section 11.10	Access	31
ARTICLE 12	NOTICES	32
Section 12.1	Notices	32
ARTICLE 13	PAYMENTS	33
Section 13.1	Invoices	33
Section 13.2	Right to Suspend on Failure to Pay	33
Section 13.3	Audit Rights	33
Section 13.4	Payment Disputes	34
Section 13.5	Interest on Late Payments	34
Section 13.6	Credit Assurance	34
Section 13.7	Excused Performance	35
ARTICLE 14	FORCE MAJEURE	35
Section 14.1	Suspension of Obligations	35
Section 14.2	Definition of Force Majeure	35
Section 14.3	Settlement of Strikes and Lockouts	36
Section 14.4	Payments for Gas Delivered	36
ARTICLE 15	INDEMNIFICATION	36
Section 15.1	Gatherer	36

Section 15.2	Shipper	36
ARTICLE 16	CUSTODY AND TITLE	36
Section 16.1	Custody	36
Section 16.2	Shipper Warranty	37
Section 16.3	Title	37
ARTICLE 17	TAXES; ROYALTIES	37
Section 17.1	Taxes	37
Section 17.2	Royalties	38
ARTICLE 18	MISCELLANEOUS	38
Section 18.1	Rights	38
Section 18.2	Applicable Laws	38
Section 18.3	Governing Law; Jurisdiction	39
Section 18.4	Successors and Assigns	39
Section 18.5	Severability	40
Section 18.6	Confidentiality	40
Section 18.7	Entire Agreement, Amendments and Waiver	41
Section 18.8	Limitation of Liability	42
Section 18.9	Headings	42
Section 18.10	Rights and Remedies	42
Section 18.11	No Partnership	42

Section 18.12	Rules of Construction	42
Section 18.13	No Third Party Beneficiaries	43
Section 18.14	Further Assurances	43
Section 18.15	Counterpart Execution	43
Section 18.16	Memorandum of Agreement	43

Exhibit A	Excluded Wells
Exhibit B	Delivery Points
Exhibit C	Gathering System
Exhibit D	Initial Development Plan
Exhibit E	Conflicting Dedications
Exhibit F	Initial Gathering System Plan
Exhibit G	Form of Connection Notice
Exhibit H	Deemed Connection Notices
Exhibit I	Cost of Service Fee
Exhibit J	Memorandum of Agreement

GATHERING AND COMPRESSION AGREEMENT

This Gathering and Compression Agreement (this “*Agreement*”), dated as of November 10, 2014 (the “*Effective Date*”), is by and between ANTERO RESOURCES CORPORATION, a Delaware corporation (“*Shipper*”), and ANTERO MIDSTREAM LLC, a Delaware limited liability company (“*Gatherer*”). Shipper and Gatherer may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

- A. Shipper owns Oil and Gas Interests and intends to produce Gas and/or Liquid Hydrocarbons from Wells in the Initial Dedication Area and may from time to time own Oil and Gas Interests and may produce Gas and Liquid Hydrocarbons from Wells in other areas.
- B. Gatherer has acquired the Gathering System, which gathers Gas and Liquid Hydrocarbons from certain Wells of Shipper, from Shipper. Gatherer anticipates the expansion of the Gathering System to connect additional Wells of Shipper.
- C. Shipper desires to contract with Gatherer to provide the Services on the Gathering System with respect to Dedicated Production, including compressing Dedicated Gas at the System Compression Stations, and Gatherer desires to provide the Services to Shipper, in each case in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Agreement shall have the respective meanings given to such terms set forth below:

Adequate Assurance of Performance. As defined in Section 13.6(a).

Affiliate. Any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. ***Affiliated*** shall have the correlative meaning. The term “control” (including its derivatives and similar terms) shall mean possessing the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Notwithstanding the foregoing, any Person shall be deemed to control any specified Person if such Person owns fifty percent (50%) or more of the voting securities of the specified Person, or if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common control.

Agreement. As defined in the preamble hereof.

Barrel. Forty-two Gallons.

Btu. The amount of heat required to raise the temperature of one pound of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 psia.

Business Day. Any calendar Day that commercial banks in New York City are open for business.

Completion Deadline. As defined in Section 3.3(c).

Compression Fee. As defined in Section 5.1(a)(iii).

Condensate. Gas that condenses at the wellhead or in the Gathering System at ambient temperatures and is recovered from the Gathering System or at the wellhead as a hydrocarbon liquid.

Confidential Information. As defined in Section 18.6(a).

Conflicting Dedication. Any gathering agreement or other commitment or arrangement that would require Dedicated Production to be gathered and/or compressed on any gathering system other than the Gathering System.

Connection Notice. As defined in Section 3.3(c).

Contract Year. Each of (i) the period from the Effective Date to the last Day of the Month in which the first anniversary of the Effective Date occurs and (ii) each period of twelve (12) Months thereafter.

Cost of Service Fee. As defined in Section 5.1(e).

CPI. As defined in Section 5.1(b).

CS Facility. As defined in Section 5.1(e).

Cubic Foot. The volume of Gas in one cubic foot of space at a standard pressure and temperature base of 14.73 psia and 60 degrees Fahrenheit, respectively.

Day. A period commencing at 10:00 a.m., Eastern Standard Time, on a calendar day and ending at 10:00 a.m., Eastern Standard Time, on the next succeeding calendar day. **Daily** shall have the correlative meaning.

Dedicated Gas. Gas constituting Dedicated Production.

Dedicated Production. All Production that is attributable to any Dedicated Property (including all Production attributable to third parties that is produced from a Well located on such Dedicated Property) that Shipper has the right to control and deliver for gathering and that is produced on or after the Dedication Effective Date with respect to such Dedicated Property, except for Gas being produced from the wells identified in Exhibit A.

Dedicated Properties. All Oil and Gas Interests now owned or hereafter acquired by Shipper and located wholly or partly within the Dedication Area or pooled, unitized or

communitized with Oil and Gas Interests located wholly or partly within the Dedication Area; provided that Dedicated Properties shall not include any Oil and Gas Interests that are unitized or pooled with the properties of third parties that are not Dedicated Properties if Shipper is not the operator of such unit.

Dedication Area. The Initial Dedication Area and any other area that becomes part of the Dedication Area pursuant to Section 2.5.

Dedication Effective Date. With respect to Dedicated Properties owned by Shipper as of the Effective Date, the Effective Date; and with respect to Dedicated Properties acquired by Shipper after the Effective Date, the date such Oil and Gas Interests become Dedicated Properties pursuant to Section 2.5.

Delivery Point. Each point at which point Gatherer will redeliver Production to Shipper or for its account, which shall be (i) in the case of Gas, the point of interconnection of the Gathering System with the facilities of a Processing Plant or Downstream Pipeline, including those points more particularly described on Exhibit B, (ii) in the case of Liquid Hydrocarbons recovered at the wellhead, the inlet flange of the storage tank at the facilities nominated by Shipper into which such Liquid Hydrocarbons are delivered from the Gathering System or from the truck, including those points more particularly described on Exhibit B, and (iii) in the case of Condensate that is recovered from Gas gathering facilities at a System Compressor Station, the outlet flange of the storage tank at such System Compressor Station into which such Condensate is delivered.

Delivery Point Gas. A quantity of Gas having a Thermal Content equal to the total Thermal Content of the Dedicated Gas received by Gatherer from Shipper at the Receipt Points, less (i) the Thermal Content of Gas used for Fuel, (ii) the Thermal Content of Condensate recovered from the Gathering System, and (iii) the Thermal Content of Lost and Unaccounted for Gas, in each case, as allocated to Shipper in accordance with this Agreement.

Development Plan. As defined in Section 3.2(a).

Downstream Pipeline. Any Gas pipeline or any facilities of any end-user or local distribution company, in each case downstream of the Gathering System, into which Shipper's Gas is delivered from the Gathering System or a Processing Plant.

Effective Date. As defined in the preamble of this Agreement.

Emissions Charges. As defined in Section 10.5.

Fair Market Value. With respect to any asset, the price that would be paid by a willing buyer of such asset to a willing seller, as determined by an independent nationally known investment banking firm selected by Gatherer and reasonably acceptable to Shipper.

FERC. As defined in Section 18.2.

Firm Capacity Production. Production that is accorded the highest priority on the Gathering System with respect to capacity allocations, interruptions, or curtailments, specifically

3

including (i) Dedicated Production and (ii) Production delivered to the Gathering System from any Person for which Gatherer is contractually obligated to provide the highest priority. Firm Capacity Production will be the last Production removed from the relevant part of the Gathering System in the event of an interruption or curtailment and all Firm Capacity Production, including Dedicated Production, will be treated equally in the event an allocation is necessary.

Force Majeure. As defined in Section 14.2.

Fuel. Gas and electric power used in the operation of the Gathering System, including fuel consumed in System Compressor Stations and dehydration facilities that are part of the Gathering System.

Gallon. One U.S. gallon, which is equal to 231 cubic inches.

Gas. Any mixture of gaseous hydrocarbons, consisting essentially of methane and heavier hydrocarbons and inert and noncombustible gases, that is extracted from beneath the surface of the earth.

Gas Quality Specifications. As defined in Section 10.1.

Gatherer. As defined in the preamble of this Agreement.

Gathering Fee. As defined in Section 5.1(a)(i).

Gathering System. The gathering system described in Exhibit C being acquired by Gatherer from Shipper as of the date hereof, together with any additional System Segments constructed after the date hereof, as such gathering system is expanded after the date hereof, including, in each case, to the extent now in existence or constructed or installed in the future, Low Pressure Gas gathering pipelines, Liquid Hydrocarbons gathering pipelines, High Pressure Gas gathering pipelines, System Compressor Stations, Gas dehydration facilities, Receipt Points, Delivery Points (including all interconnection facilities), Measurement Facilities, Condensate handling facilities, pig receiving facilities, slug catchers and other inlet facilities at Processing Plants, rights of way, fee parcels, surface rights, and permits, and all appurtenant facilities.

Gathering System Plan. As defined in Section 3.2(b).

Gross Heating Value. The number of Btus produced by the complete combustion in air, at a constant pressure, of one Cubic Foot of Gas when the products of combustion are cooled to the initial temperature of the Gas and air and all water formed by combustion is condensed to the liquid state.

Governmental Authority. Any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

4

High Pressure. Pipelines gathering or transporting Gas that has been dehydrated and compressed to the pressure of the Downstream Pipelines or Processing Plants at the Delivery Points.

High Pressure Gathering Fee. As defined in Section 5.1(a)(ii).

Ideal Gas Laws. The thermodynamic laws applying to perfect gases.

Imbalance. As defined in Section 9.3.

Index Price. For Gas produced from the Marcellus formation in West Virginia, the “Midpoint Average” price published in Platt’s Gas Daily Price Guide for “Columbia Gas/Appalachia”. For Gas produced from the Utica formation in Ohio, the “Midpoint

Average” price published in Platt’s Gas Daily Price Guide for “Texas Eastern M-2 Receipts”. For other Gas production, an index price determined by Shipper and reasonably acceptable to Gatherer based on where such Gas production is being sold, or, if no appropriate index is available, a price based on a netback calculation determined by Shipper and reasonably acceptable to Gatherer.

Initial Dedication Area. For Gas, the states of Pennsylvania, West Virginia, and Ohio; for Liquid Hydrocarbons, the states of West Virginia and Ohio.

Initial Development Plan. The Development Plan attached hereto as Exhibit D.

Interruptible Production. Production that is accorded the lowest priority on the Gathering System with respect to capacity allocations, interruptions, or curtailments. Interruptible Production will be the first Production removed from the Gathering System in the event of an interruption or curtailment.

Liquids Gathering Fee. As defined in Section 5.1(a)(iv).

Liquid Hydrocarbons. Oil, Condensate, natural gasoline and all the liquid hydrocarbon production from wells, or a blend of such, in its natural form, not having been processed, other than for removal of water at the wellhead.

Lost and Unaccounted For Gas. Gas received into the Gathering System that is released or lost through piping, equipment, operations, or measurement losses or inaccuracies or that is vented, flared or lost in connection with the operation of the Gathering System.

Low Pressure. Pipelines gathering Gas at or near wellhead pressure that has yet to be compressed (other than by well pad gas lift compression or dedicated well pad compressors) and dehydrated.

Made Available for Delivery. In connection with deliveries of Dedicated Production under this Agreement, Dedicated Production that is unable to be delivered to the applicable point as a result of Gatherer’s failure to perform its obligations under this Agreement.

Maintenance. As defined in Section 7.2.

5

Mcf. One thousand (1,000) Cubic Feet.

Measurement Facilities. Any facility or equipment used to measure the volume of Gas or Liquid Hydrocarbons, which may include meter tubes, LACT units, isolation valves, tank strappings, recording devices, communication equipment, buildings and barriers.

Minimum Compression Volume Commitment. With respect to any Contract Year from the Contract Year in which the first System Compressor Station is placed in service through the earlier of the Contract Year in which occurs the tenth (10th) anniversary of the placement in service of the last System Compressor Station to be placed in service or the expiration or termination of the term of this Agreement, a volume of Dedicated Gas, stated in Mcf, equal to the sum of all such volumes calculated at each System Compressor Station that has been in service for ten (10) years or less, each of which shall be calculated as follows: the product of (i) the total design capacity, stated in Mcf per Day, of the relevant System Compressor Station, multiplied by (ii) subject to the immediately following sentence, the number of Days in such Contract Year, multiplied by (iii) 0.70. For purposes of the foregoing calculation the design capacity of a particular System Compressor Station shall be included (1) only to the extent that such capacity has been installed at the direction of the Shipper in accordance with Section 3.4(a) and does not represent additional capacity installed at such System Compressor Station by Gatherer as permitted by Section 3.4(a), (2) for not more than the 10 year period after it is first placed in service, (3) in the Contract Year in which it is placed in service, only for the number of Days in such Contract Year after it has been placed in service, and (4) if arising prior to the expiration or termination of the term of this Agreement, in the Contract Year in which the 10th anniversary of its placement in service occurs, only for the number of Days through such 10th anniversary.

Minimum High Pressure Volume Commitment. With respect to any Contract Year from the Contract Year in which the first System High Pressure Line is placed in service through the earlier of the Contract Year in which occurs the tenth (10th) anniversary of the placement in service of the last System High Pressure Line to be placed in service or the expiration or termination of the term of this Agreement, a volume of Dedicated Gas, stated in Mcf, equal to the sum of all such volumes calculated at each System High Pressure Line that has been in service for ten (10) years or less, each of which shall be calculated as follows: the product of (i) the total design capacity, stated in Mcf per Day, of the relevant System High Pressure Line, as reasonably calculated by Gatherer based on the capacity of the relevant System Compressor Station and the length and diameter of such System High Pressure Line, multiplied by (ii) subject to the immediately following sentence, the number of Days in such Contract Year, multiplied by (iii) 0.75. For purposes of the foregoing calculation the design capacity of a particular System High Pressure Line shall be included (1) for not more than the 10 year period after it is first placed in service, (2) in the Contract Year in which it is placed in service, only for the number of Days in such Contract Year after it has been placed in service, and (3) if arising prior to the expiration or termination of the term of this Agreement, in the Contract Year in which the 10th anniversary of its placement in service occurs, only for the number of Days through such 10th anniversary.

MMBtu. One million (1,000,000) Btus.

6

MMcf. One million (1,000,000) Cubic Feet.

Monitoring Services Provider. As defined in Section 11.10(a).

Month. A period commencing at 10:00 a.m., Eastern Standard Time, on the first Day of a calendar month and extending until 10:00 a.m., Eastern Standard Time, on the first Day of the next succeeding calendar month. **Monthly** shall have the correlative meaning.

Oil and Gas Interests. Oil and gas leasehold interests and oil and gas mineral fee interests, including working interests, overriding royalty interests, net profits interests, carried interests, and similar rights and interests.

Parties. As defined in the preamble of this Agreement.

Party. As defined in the preamble of this Agreement.

Person. An individual, a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization, or any other entity or organization, including a Governmental Authority.

Planned Well. As defined in Section 3.2(a).

Planned Well Pad. As defined in Section 3.2(a).

Production. Gas and/or Liquid Hydrocarbons.

Processing Plant. Any Gas processing facility downstream of any portion of the Gathering System to which Shipper has dedicated Gas for processing or at which Shipper has arranged for Gas to be processed prior to delivery to a Downstream Pipeline.

psia. Pounds per square inch, absolute.

psig. Pounds per square inch, gauge.

Receipt Point. The inlet valve at the Measurement Facilities located at or nearby or assigned to a Well Pad where one or more Wells are connected to the Gathering System or, in the case of Liquid Hydrocarbons, the outlet of the pump connected to one or more of Shipper's tanks receiving Liquid Hydrocarbons from such Wells.

Remote Monitoring Data. As defined in Section 11.10(a).

Required Compressor Station. As defined in Section 3.4(a).

Required High Pressure Lines. As defined in Section 3.5.

Services. As defined in Section 3.1.

Shipper. As defined in the preamble of this Agreement.

7

Shipper's GHG Emissions. As defined in Section 10.5.

System Compressor Station. As defined in Section 3.4(a).

System Delivery Point. Each point at which Gatherer redelivers Production from the Gathering System to or for the account of shippers, including the Delivery Points.

System High Pressure Line. As defined in Section 3.5.

System Receipt Point. Each point where Production first enters the Gathering System, including the Receipt Points.

System Segment. A physically separate segment of the Gathering System that connects one or more of Shipper's Wells to one or more Delivery Points, including all Low Pressure Gas gathering pipelines, Liquid Hydrocarbons gathering pipelines, High Pressure Gas gathering pipelines, System Compressor Stations, Gas dehydration facilities, Receipt Points, Delivery Points, Measurement Facilities, Condensate handling facilities, rights of way, fee parcels, surface rights, and permits, and all appurtenant facilities.

Target Completion Date. As defined in Section 3.3(c).

Taxes. All gross production, severance, conservation, ad valorem and similar or other taxes measured by or based upon production, together with all taxes on the right or privilege of ownership of Production, or upon the Services, including gathering, transportation, handling, transmission, compression, processing, treating, conditioning, distribution, sale, use, receipt, delivery or redelivery of Production, including, without limitation, gross receipts taxes, and including all of the foregoing now existing or in the future imposed or promulgated.

Thermal Content. For Gas, the product of (i) a volume of Gas in Cubic Feet and (ii) the Gross Heating Value of such Gas, as expressed in MMBtus. For Condensate, the product of the measured volume in Gallons multiplied by the Gross Heating Value per Gallon determined in accordance with the GPA 2145-09 Table of Physical Properties for Hydrocarbons and GPA 8173 Method for Converting Mass of Natural Gas Liquids and Vapors to Equivalent Liquid Volumes, in each case as revised from time to time; provided, however, that if sufficient data has not been obtained to make such calculation, the Thermal Content of Condensate shall be deemed to be 0.115 MMBtu per Gallon.

Third Party Production. Production produced by Persons other than Shipper and not considered Dedicated Production hereunder.

Well. A well for the production of hydrocarbons in which Shipper owns an interest that produces or is intended to produce Dedicated Production or otherwise is connected or is required to be connected to the Gathering System in accordance with this Agreement.

Well Pad. The surface installation on which one or more Wells are located.

8

ARTICLE 2 SHIPPER COMMITMENTS

Section 2.1 Shipper's Dedication. Subject to Section 2.2 through Section 2.4, (a) Shipper exclusively dedicates and commits to deliver to Gatherer, as and when produced, all Dedicated Production for gathering through the Gathering System under this Agreement, including (in the case of Dedicated Gas) High Pressure gathering and compression in the System Compressor Stations, and (b) Shipper agrees not to deliver any Dedicated Production to any other gathering system or compressor station.

Section 2.2 Conflicting Dedications. Shipper shall have the right to comply with each of the Conflicting Dedications set forth in Exhibit E hereto and any other Conflicting Dedication entered into by a non-Affiliated predecessor-in-interest to Shipper that is applicable as of the date of acquisition thereof to any Dedicated Property acquired after the Effective Date (but not any entered into in connection with such acquisition); provided, however, that Shipper shall have the right to comply with Conflicting Dedications only until the first Day of the Month following the termination of such Conflicting Dedication and shall not take any voluntary action (including the exercise of any right to extend) to extend the term of such Conflicting Dedication beyond the minimum term provided for in the document evidencing such Conflicting Dedication. Shipper represents that, except as set forth in Exhibit E, Dedicated Production is not as of the Effective Date subject to any Conflicting Dedication. If Dedicated Production produced from a Well on a Well Pad is subject to a Conflicting Dedication that Shipper has the right to comply with under this Section 2.2, Shipper has the right, in complying with such Conflicting Dedication, to deliver all Dedicated Production from such Well Pad in accordance with the Conflicting Dedication, even if all Wells on such Well Pad are not subject to such Conflicting Dedication.

Section 2.3 Shipper's Reservations. Shipper reserves the following rights with respect to Dedicated Production for itself and for the operator of the relevant Dedicated Properties: (a) to operate Wells producing Dedicated Production as a reasonably prudent operator in its sole discretion, including the right, but never the obligation, to drill new Wells, to repair and rework old Wells, to renew or extend, in whole or in part, any Oil and Gas Interest covering any of the Dedicated Properties, and to cease production from or abandon any Well or surrender any such Oil and Gas Interest, in whole or in part, when no longer deemed by Shipper to be capable of producing Production in paying quantities under normal methods of operation; (b) to use Dedicated Production for operations (including reservoir pressure maintenance and drilling or fractionation fuel); (c) to deliver or furnish to Shipper's lessors and holders of other existing similar burdens on production such Production as is required to satisfy the terms of the applicable leases or other applicable instruments; (d) to acquire Wells connected to existing gathering systems and to continue to deliver to such gathering systems Production produced from such Wells, provided that, to the extent that Production from such Wells constitutes Dedicated Production, Shipper delivers a Connection Notice to Gatherer with respect to any such Well not later than 30 Days after its acquisition and thereafter delivers Production to such gathering system only until Gatherer has connected such Well to the Gathering System in accordance with Section 3.3; (e) to pool, communitize, or unitize Shipper's Oil and Gas Interests with respect to Dedicated Production, provided that the share of Production produced from such pooled, communitized, or unitized Oil and Gas Interests shall be committed and dedicated to this

9

Agreement; and (f) to gather Liquid Hydrocarbons produced from the Marcellus formation in trucks.

Section 2.4 Covenant Running with the Land. The dedication and commitment made by Shipper under this Article 2 is a covenant running with the land. For the avoidance of doubt and in addition to that which is provided in Section 18.4, in the event Shipper sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dedicated Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state. Notwithstanding the foregoing, Shipper shall be permitted to sell, transfer, convey, assign, grant, or otherwise dispose of Dedicated Properties free of the dedication hereunder (i) in a sale or other disposition in which a number of net acres of Dedicated Properties that, when added to the total of net acres of Dedicated Properties theretofore and, where applicable, simultaneously disposed of free of dedication hereunder pursuant to this Section 2.4, does not exceed the aggregate number of net acres of Dedicated Properties acquired by Gatherer after the Effective Date, including in a transaction in which Dedicated Properties are exchanged for other properties located in the Dedication Area that would be subject to dedication hereunder or (ii) in a sale of Wells located on Dedicated

Properties that are pooled or unitized with the properties of third parties that are not Dedicated Properties if Shipper is not the operator of such unit; provided, however, that any such sale, transfer, conveyance, assignment, grant or other disposition of Dedicated Properties shall not include, and there shall be expressly excluded therefrom, any Well that is or has been connected to the Gathering System (whether producing, shut-in, temporarily abandoned or which has been spud or as to which drilling, completion, reworking or other well operations have commenced) or which is located on a Well Pad for which a Connection Notice has previously been delivered by Shipper (unless the completion of such Well has been delayed and Shipper has paid the costs and expenses incurred by Gatherer in connection therewith in accordance with Section 3.3(d)). At the request of Gatherer, the Parties shall execute and record an amendment to the memorandum of this Agreement previously entered into, as provided in Section 18.16, to reflect additions to the Dedicated Properties.

Section 2.5 Additional Oil and Gas Interests or Gathering Facilities.

(a) If Shipper acquires any existing gathering facilities gathering Production from any Oil and Gas Interests, it shall, by notice to Gatherer on or before the 10th Day after such acquisition, which notice shall include a reasonable description of such gathering facilities and such Oil and Gas Interests (including an update to the Development Plan reflecting such Oil and Gas Interests) and the price paid by Shipper for such gathering facilities, including any liabilities assumed by Shipper, offer to sell to Gatherer such gathering facilities, including all Low Pressure Gas gathering pipelines, High Pressure Gas gathering pipelines, Liquid Hydrocarbons gathering pipelines, compressor stations, Gas dehydration facilities, receipt points, delivery points, measurement facilities, Condensate handling facilities, rights of way, fee parcels, surface rights, and permits, and all appurtenant facilities, as well as any third party shipper contracts for Production gathered on such gathering facilities, at the same price at which such gathering facilities were acquired by Shipper, including the assumption of any liabilities with respect thereto assumed by Shipper. Gatherer shall have the right, to be exercised by notice to Shipper on or before the 60th Day after Shipper's notice of its acquisition of such gathering facilities, to acquire such gathering facilities at such price (including the assumption of such

10

liabilities). If Gatherer does not give such notice to Shipper on or before such 60th Day, Gatherer shall be deemed to have waived its right to acquire such gathering facilities, except in the case of a third party gathering offer as provided below, and (i) Shipper shall have the right to own and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice and/or (ii) Shipper shall have the right to solicit proposals from a third party gatherer to acquire, own, and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice on the basis that Shipper will dedicate to such gatherer all Oil and Gas Interests owned by Shipper the Production from which is being gathered by such gathering facilities as well as the area (including all geological strata and production zones) within two miles of any such Oil and Gas Interest. If Shipper obtains any such third party proposal, it shall, by notice to Gatherer, provide Gatherer with all the terms and conditions thereof, and Gatherer shall have the right to elect, by notice to Shipper on or before the 60th Day after its receipt of Shipper's notice containing the terms and conditions of such proposal, to acquire such gathering facilities and provide such services on the same terms and conditions as those offered by the third party gatherer. If Gatherer does not so elect on or before such 60th Day, Gatherer shall be deemed to have waived its right to acquire such gathering facilities and provide such services, and Shipper shall have the right to contract with such third party gatherer to acquire such facilities and to provide such services on such terms and conditions and to dedicate to such gatherer all Oil and Gas Interests owned by Shipper the Production from which is being gathered by such gathering facilities as well as the area (including all geological strata and production zones) within two miles of any such Oil and Gas Interest. If Gatherer elects to acquire such gathering facilities, the closing of Gatherer's purchase of such gathering facilities from Shipper shall take place as soon as reasonably practicable following Gatherer's exercise of its right to acquire such gathering facilities. From and after the closing of such purchase by Gatherer, all Oil and Gas Interests owned by Shipper the Production from which is being gathered by such gathering facilities shall be Dedicated Properties, the area (including all geological strata and production zones) within two miles of any such Dedicated Property shall become part of the Dedication Area, and such gathering facilities shall be deemed to be part of the Gathering System. In any transaction in which Shipper so acquires gathering facilities, Shipper shall use reasonable efforts to cause the transaction documents for such acquisition to state a separate purchase price (and separately state any assumed liabilities) for such gathering facilities. If notwithstanding such reasonable efforts the transaction documents for such acquisition do not state a separate purchase price, the purchase price to be paid by Gatherer to Shipper for such gathering facilities shall be equal to the Fair Market Value of such gathering facilities, and Gatherer shall assume all liabilities in respect of such gathering facilities to the extent arising from the ownership and operation of such gathering facilities and/or any occurrence from and after the closing of the purchase of such gathering facilities by Gatherer.

(b) If at any time Shipper desires to construct, own, and operate, or to have constructed and operated, gathering facilities to gather Production from Oil and Gas Interests located outside the then-existing Dedication Area, Shipper shall, by notice to Gatherer specifying (i) the facilities it desires and the receipt points and delivery points it plans to connect, (ii) the Oil and Gas Interests acquired by Shipper the Production from which will be gathered using such facilities, and (iii) a proposed update to the Development Plan reflecting the Wells to be drilled on such Oil and Gas Interests during the period of at least 18 Months after such notice, including production forecasts for all such Wells, offer to Gatherer the opportunity to construct, own, and operate such facilities as part of the Gathering System on the terms set forth in this Agreement.

11

Gatherer shall have the right, to be exercised by notice to Shipper on or before the 60th Day after Shipper's notice, to elect to construct, own, and operate such facilities. If Gatherer exercises such right, from and after the date of Gatherer's notice of exercise, all Oil and Gas Interests owned by Shipper described in Gatherer's notice shall be Dedicated Properties, the area (including all geological strata and production zones) within two miles of any such Dedicated Property shall become part of the Dedication Area, such gathering facilities as they are constructed shall be deemed to be part of the Gathering System, and the proposed development plan included in Shipper's notice

shall become part of the Development Plan. If Gatherer does not give such notice to Shipper on or before such 60th Day, Gatherer shall be deemed to have waived its right to construct, own, and operate the facilities set forth in Shipper's notice as part of the Gathering System on the terms set forth in this Agreement, except in the case of a third party gathering offer as provided below, and (1) Shipper shall have the right to construct, own, and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice or (2) Shipper shall have the right to solicit proposals from a third party gatherer to construct, own, and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice on the basis that Shipper will dedicate to such gatherer all Oil and Gas Interests described in such notice as well as the area (including all geological strata and production zones) within two miles of any such Oil and Gas Interest. If Shipper obtains any such third party proposal, it shall, by notice to Gatherer, provide Gatherer with all the terms and conditions thereof, and Gatherer shall have the right to elect, by notice to Shipper on or before the 60th Day after its receipt of Shipper's notice containing the terms and conditions of such proposal, to construct, own, and operate such facilities to gather the Production from the Oil and Gas Interests described in such notice on the same terms and conditions as those offered by the third party gatherer. If Gatherer does not so elect on or before such 60th Day, Gatherer shall be deemed to have waived its right to provide such services, and Shipper shall have the right to contract with such third party gatherer to provide such services on such terms and conditions and to dedicate to such gatherer the Oil and Gas Interests described in such notice as well as the area (including all geological strata and production zones) within two miles of any such Oil and Gas Interest.

Section 2.6 Priority of Dedicated Production. Dedicated Production tendered under this Agreement shall be Firm Capacity Production.

ARTICLE 3 SERVICES; GATHERING SYSTEM EXPANSION AND CONNECTION OF WELLS

Section 3.1 Gatherer Service Commitment. Subject to and in accordance with the terms and conditions of this Agreement, Gatherer commits to providing the following services (collectively, the "**Services**") to Shipper:

- (a) receive, or cause to be received, into the Gathering System, from or for the account of Shipper, at each Receipt Point, all Dedicated Production tendered by Shipper;
- (b) compress and dehydrate Dedicated Gas received into the Gathering System at the System Compressor Stations;

12

- (c) deliver, or cause to be delivered, to or for the account of Shipper, at the nominated Delivery Point for Gas, Delivery Point Gas allocated to Shipper; and
- (d) make available for delivery, to or for the account of Shipper, at each Delivery Point for Liquid Hydrocarbons, the Liquid Hydrocarbons received into the Gathering System or into Gatherer's trucks and gathered to or delivered into storage tanks at such Delivery Point allocated to Shipper in accordance with Section 6.4.

Section 3.2 Development Plan; Gathering System Plan; Exchange and Review of Information.

(a) The Initial Development Plan describes the planned development, drilling, and production activities relating to the Dedicated Properties through the date that is 18 months after the Effective Date (such plan, as updated as hereinafter provided, and including any proposed development plan that becomes part of the Development Plan pursuant to Section 2.5(b), the "**Development Plan**"). Following the Effective Date, Shipper shall provide Gatherer an updated Development Plan describing the planned development, drilling, and production activities relating to the Dedicated Properties for the 18-Month period commencing on the date of such updated Development Plan on or before the last Day of each Month. Each Development Plan will include (i) information as to the Wells that Shipper expects will be drilled during such period (each such Well reflected in a Development Plan, a "**Planned Well**"), information as to each Well Pad expected to be constructed during such period (each such Well Pad reflected in a Development Plan, a "**Planned Well Pad**") and the approximate locations thereof, the earliest date on which one or more Wells at each such Well Pad are expected to be completed, and the Delivery Points at which Production produced from such Wells is to be redelivered to Shipper and (ii) good faith and reasonable production forecasts for all Wells connected as of, and estimated to be connected to the Gathering System during the 18-Month period following, the date of such Development Plan (to the extent not previously provided or, if earlier provided, as revised in Shipper's good faith estimation). Shipper shall make its representatives available to discuss the Development Plan from time to time with Gatherer and its representatives, in order to facilitate advance planning for expansion or improvement of the Gathering System and to address other matters relating to the construction and installation of additions to the Gathering System. Shipper may provide updated or amended Development Plans to Gatherer at any time and shall provide its then-current Development Plan to Gatherer from time to time on or prior to the fifth (5th) Business Day after Gatherer's request therefor.

(b) Attached hereto as Exhibit F is a Gathering System plan describing and/or depicting the Gathering System, including all pipelines, all Receipt Points and Delivery Points, and all compression and dehydration facilities and other major physical facilities, together with their locations, sizes and other physical specifications, operating parameters, capacities, and other relevant specifications, and together with a schedule for completing the construction and installation of the planned portions thereof, in each case as currently in existence, under construction, or planned (such plan, as updated as hereinafter provided, the "**Gathering System Plan**"). Based on the Development Plans and such other information about the expected development of the Dedicated Properties as shall be provided to Gatherer by or on behalf of Shipper, Gatherer shall periodically update the Gathering System Plan. Without limiting the generality of the foregoing, Gatherer shall ensure that the Gathering System Plan reflects each

13

Monthly Development Plan not later than 30 Days after such Development Plan is delivered. Gatherer shall make the Gathering System Plan available for inspection by Shipper and its representatives from time to time and shall make representatives of Gatherer available to discuss the Gathering System Plan from time to time with Shipper and its representatives. Gatherer shall provide Shipper updates not less frequently than monthly on the progress of work on all facilities necessary to connect Planned Wells to the Gathering System and to connect the Gathering System to the Delivery Points as set forth in the then-current Gathering System Plan.

(c) The Parties recognize that the plans for the development of the Dedicated Properties set forth in the Development Plans, as well as all information provided by Shipper to Gatherer regarding its intentions with respect to the development of the Dedicated Properties, are subject to change and revision at any time at the discretion of Shipper, and that such changes may impact the timing, configuration, and scope of the planned activities of Gatherer. The exchange of such information and any changes thereto shall not give rise to any rights or liabilities as between the Parties except as expressly set forth in this Agreement, and Gatherer shall determine at its own risk the time at which it begins to work on and incur costs in connection with particular Gathering System expansion projects, including the acquisition of rights of way, equipment, and materials. Without limiting the generality of the foregoing, Shipper has no obligation to Gatherer under this Agreement to develop or produce any hydrocarbons from the Dedicated Properties or to pursue or complete any drilling or development on the Dedicated Properties, whether or not envisioned in the Development Plan.

Section 3.3 Expansion of Gathering System; Connection of Well Pads; Delivery Points.

(a) The Gathering System shall be designed, developed, and constituted for the purpose of providing Services as and when needed to support the upstream development of the Dedicated Properties, and Gatherer shall be obligated, at its sole cost and expense, subject to the provisions of this Agreement, to plan, procure, construct, install, own, and operate the Gathering System so as to timely connect the Planned Wells to the Gathering System, connect the Gathering System to Delivery Points on the Downstream Pipelines, at the Processing Plants, or other facilities specified by Shipper, and timely commence providing the full scope of Services, with respect to all Dedicated Production produced from the Planned Wells from and after their completion, all in accordance with this Section 3.3; *provided*, that the foregoing shall not preclude Gatherer from also designing, developing and constituting the Gathering System to accommodate Third Party Production.

(b) In planning the Gathering System, Gatherer shall use its discretion in determining when to construct and install separate and segregated facilities in the same geographical area for the purposes of handling Production with different characteristics (for example, hydrocarbon-dry versus hydrocarbon-wet Gas); provided, however, that if Shipper requests that Gatherer construct and install separate facilities, Gatherer shall, subject to all of the terms and conditions of this Agreement, do so.

(c) Gatherer shall be obligated to connect Wells at a particular Well Pad to the Gathering System only if Gatherer has received from Shipper a notice in the form of Exhibit G hereto (or in such form as Shipper and Gatherer shall otherwise agree from time to time) stating

that Shipper intends to drill and complete such Wells at such Well Pad (a “*Connection Notice*”) and setting forth the target completion date for drilling and completion of such Wells (the “*Target Completion Date*”), and the expected production from such Well Pad over the next eighteen (18) months. Following receipt of a Connection Notice, Gatherer shall cause the necessary facilities to be constructed to connect the Planned Wells referred to in such Connection Notice to the Gathering System and to commence the Services with respect to Dedicated Production produced from such Planned Wells. Such facilities shall be available to receive Dedicated Production from Planned Wells on the Planned Well Pad on which such Planned Wells are to be located as soon as reasonably practicable following the Connection Notice and in any event on or before the later of (1) the Target Completion Date with respect to such Planned Well Pad, (2) the date that is 180 Days after the Connection Notice, and (3) the date on which the initial Planned Well(s) at such Planned Well Pad has reached its projected depth and is ready for completion (the later of such dates, with respect to such Planned Well Pad, the “*Completion Deadline*”). Gatherer shall provide Shipper notice promptly upon Gatherer’s becoming aware of any reason to believe that it may not be able to connect a Planned Well Pad to the Gathering System by the Target Completion Date therefor or to otherwise complete all facilities necessary to provide the full scope of Services with respect to all Dedicated Production from Wells on such Planned Well Pad by the Target Completion Date therefor. If and to the extent Gatherer is delayed in completing and making available such facilities by a Force Majeure event or any action of Shipper that is inconsistent with the cooperation requirements of Section 3.9, then the Completion Deadline for such connection shall be extended for a period of time equal to that during which Gatherer’s completion and making available of such facilities was delayed by such events or actions. If such facilities are not completed and made available by the Completion Deadline, as Shipper’s sole and exclusive remedies for such delay,

(i) the Dedicated Production from such Planned Well Pad shall be temporarily released from dedication hereunder until such time as such Planned Well Pad is connected to the Gathering System and the Gathering System is ready to receive Dedicated Production produced from such Planned Well Pad and to commence the Services with respect thereto; and

(ii) Shipper shall have the right to complete the procurement, construction and/or installation of any rights or facilities necessary to connect the relevant Planned Well Pad to the Gathering System, to connect the Gathering System to the relevant Delivery Point, and/or to permit Dedicated Production from Planned Wells at the Planned Well Pad to be received into the Gathering System and delivered to the relevant Delivery Point, in which case Gatherer shall pay to Shipper an amount equal to 115% of all reasonable costs and expenses incurred by Shipper in so procuring, constructing, and/or installing such rights and facilities, and Shipper shall convey all such rights and facilities to Gatherer and such rights and facilities shall thereafter be part of the Gathering System.

The remedies set forth in clauses (i) and (ii) above shall be applicable to Wells with Completion Deadlines that are 180 Days or more after the Effective Date.

(d) If the actual completion of the initial Planned Well at a particular Planned Well Pad is delayed more than 30 Days after the Target Completion Date for such Planned Well

15

Pad and the Gathering System is connected to such Planned Well Pad and available to commence providing the Services with respect to all Dedicated Production from such Planned Well prior to the date such initial Planned Well has reached its projected depth and is ready for completion, Gatherer shall be entitled to a fee equal to interest per annum at the Wall Street Journal prime rate on the incremental cost and expense incurred by Gatherer to procure, construct and install the relevant rights and facilities to connect to such Planned Well Pad and to cause such facilities to be available to commence providing Services thereto for the number of Days after the Target Completion Date until the Day that the first Well at such Planned Well Pad is completed; provided, however, that if such first Well has not been completed by the date that is six months after the Target Completion Date for such Well or, as of an earlier date, Shipper notifies Gatherer that it has elected not to complete any Planned Wells at such Planned Well Pad, Shipper shall pay to Gatherer an amount equal to 115% of all reasonable incremental costs and expenses incurred by Gatherer in procuring, constructing and installing such rights and facilities to connect the Gathering System to such Planned Well Pad and to cause such facilities to be available to commence providing Services thereto, and Gatherer shall assign, transfer, and deliver to Shipper all rights and facilities (including equipment, materials, work in progress, and completed construction) the costs and expenses of which have so been paid by Shipper, to Shipper. If Shipper so pays Gatherer and later completes a Well at such Planned Well Pad, or if such facilities are later used to connect a completed Well at a different Planned Well Pad or for a third party, Gatherer shall refund to Shipper such amount paid by Shipper, and Shipper shall retransfer such rights and facilities to Gatherer.

(e) A Connection Notice shall be deemed to have been given for the Planned Wells set forth on Exhibit H hereto, the Target Completion Date for which shall be as set forth Exhibit H. Such Connection Notice shall be deemed to have been given for each such Planned Well 180 Days prior to such Target Completion Date.

(f) Shipper shall have right to specify in the Development Plan or in a Connection Notice that Dedicated Production produced from a particular Well be redelivered to Shipper at a particular Delivery Point, including a Delivery Point on any Downstream Pipeline. Gatherer shall be obligated, at Gatherer's cost, to provide connections to the Delivery Points set forth on Exhibit B. If Shipper specifies that Shipper's Production is to be delivered to a Delivery Point not described on Exhibit B that is not at such time connected to the Gathering System, Gatherer shall, at Shipper's sole cost, risk, and expense, provide a connection to such Delivery Point. All such Delivery Points shall be provided with all interconnection facilities and other Delivery Point facilities (including any Measurement Facilities), and with sufficient capacities, necessary to permit Shipper's Production to be redelivered at such Delivery Point in accordance with this Agreement (with all expansions of capacity at such Delivery Points, including the Delivery Points described on Exhibit B, being at Shipper's sole, cost, risk, and expense). Subject to the foregoing, Gatherer shall connect each Well to the Gathering System such that Production from such Well can be redelivered to the Delivery Point described in the Development Plan.

Section 3.4 Compression.

(a) The Gathering System Plan will describe the compression facilities that will be required to compress Dedicated Gas upstream of the Delivery Points or any System High Pressure Line in order for the Gathering System to be operated at the pressures specified in

16

Section 8.1 and to permit Dedicated Gas to enter the facilities of the Downstream Pipelines or Processing Plants, as applicable ("**Required Compressor Stations**"). Gatherer shall install each such Required Compressor Station as directed by Shipper and shall operate and maintain each Required Compressor Station (each such Required Compressor Station so installed by Gatherer, a "**System Compressor Station**"). Notwithstanding the foregoing, Gatherer shall not be obligated to install any Required Compressor Station during the ten year period immediately prior to the scheduled termination of this Agreement unless Shipper agrees that this Agreement shall remain in effect beyond the scheduled termination thereof as to such Required Compressor Station only and the amount determined under Section 5.1(d)(ii)(A) with respect thereto until the 10th anniversary of the placement in service of such Required Compressor Station. To the extent that Shipper does not direct Gatherer to install any Required Compressor Station as, when, and where described in the Gathering System Plan and as a consequence the Gathering System is not capable of operating in accordance with the obligations of Gatherer with respect to pressures that are set forth in Sections 8.1 and 8.2, Gatherer shall be relieved from such obligations. For the avoidance of doubt, Gatherer shall have the right at any time to add additional compressor stations to the Gathering System, and to add compression capacity at any System Compressor Station in addition to the capacity that Shipper has directed to be installed at such System Compressor Station, as it deems necessary or appropriate to provide the Services and such services as it is providing in respect of Third Party Production. Shipper must pay the Compression Fee with respect to all its Gas that is compressed using such additional compressor stations or using such additional capacity, but such additional compressor stations or additional capacity shall not be included for purposes of calculating the Minimum Compression Volume Commitment, and the Compression Fee paid by Gatherer for its Gas compressed using such additional compressor stations or additional capacity shall not count toward the amount determined under Section 5.1(d)(ii)(A).

(b) The Parties acknowledge that inlet Measurement Facilities and a slug catcher have not been installed at the System Compressor Station referred to in the Initial Gathering Plan as the Bluestone Compressor Station. Shipper agrees that if it sells or

otherwise transfers any Well upstream of the Bluestone Compressor Station such that Gas owned by a third party is being gathered to the Bluestone Compressor Station, Gatherer will install such Measurement Facilities and a slug catcher at the Bluestone Compressor Station, and Shipper will reimburse Gatherer's reasonable costs of doing so.

Section 3.5 High Pressure Services. The Gathering System Plan will describe the High Pressure gathering pipelines that Gatherer determines are necessary or appropriate to connect the Gathering System to the Gas Delivery Points required by Shipper and to redeliver the volumes of Dedicated Gas to be redelivered at such Delivery Points in the most efficient manner ("**Required High Pressure Lines**"). Gatherer shall install each such Required High Pressure Line, together with the associated Required Compressor Stations, as directed by Shipper and shall operate and maintain each Required High Pressure Line (each such Required High Pressure Line so installed by Gatherer, a "**System High Pressure Line**"). Notwithstanding the foregoing, Gatherer shall not be obligated to install any Required High Pressure Line during the ten year period immediately prior to the scheduled termination of this Agreement unless Shipper agrees either that this Agreement shall remain in effect beyond the scheduled termination thereof as to such Required High Pressure Line only and the amount determined under Section 5.1(d)(i)(A) with respect thereto until the 10th anniversary of the placement in service of such

17

Required High Pressure Line. To the extent that Shipper does not direct Gatherer to install any Required High Pressure Line as, when, and where described in the Gathering System Plan and as a consequence the Gathering System is not capable of operating in accordance with the obligations of Gatherer with respect to pressures that are set forth in Sections 8.1 and 8.2, Gatherer shall be relieved from such obligations. For the avoidance of doubt, Gatherer shall have the right at any time to add additional High Pressure gathering pipelines to the Gathering System as it deems necessary or appropriate to provide the Services and such services as it is providing in respect of Third Party Production. Shipper must pay the High Pressure Gathering Fee with respect to all its Gas that is gathered through such additional High Pressure gathering pipelines, but such additional High Pressure Gathering Pipelines shall not be included for purposes of calculating the Minimum High Pressure Volume Commitment, and the High Pressure Gathering Fee paid by Gatherer for its Gas gathered through such additional High Pressure gathering pipelines shall not count toward the amount determined under Section 5.1(d)(i)(A).

Section 3.6 Liquids Gathering. Shipper is responsible for the construction, ownership, and operation of (a) all facilities for the separation and/or collection of Liquid Hydrocarbons at the wellhead and the Well site storage of such liquids and (b) the pumps located at each Receipt Point to transfer Liquid Hydrocarbons from such storage into the Gathering System or into Gatherer's trucks. Shipper shall ensure that pumps have sufficient capacity and are operated in a manner sufficient to cause the Liquid Hydrocarbons received into the Gathering System to be redelivered into the tanks located at the Liquid Hydrocarbons Delivery Points. Shipper shall cause Liquid Hydrocarbons to be received into the Gathering System at reasonably uniform rates of flow and to provide Gatherer reasonable notice of material increases or decreases in such rates of flow. To the extent that any facilities for the stabilization of such Liquid Hydrocarbons are required at the Liquid Hydrocarbons Delivery Points, Gatherer will provide such facilities and required stabilization services to Shipper on a cost-of-service basis as provided in Section 5.1(e).

Section 3.7 Production Removed for Lease Operations. Gatherer shall use commercially reasonable efforts to accommodate, at the cost and expense of Shipper, any request by Shipper to redeliver to Shipper any Production that has been received into the Gathering System that Shipper desires to use in lease operations, including for drilling and fractionation fuel. Shipper shall be responsible for the construction, ownership, and operation of facilities to transport such Production from the point of redelivery of such production from the Gathering System to the lease sites where such Production will be used.

Section 3.8 Right of Way and Access. Gatherer is responsible for the acquisition of rights of way, crossing permits, licenses, use agreements, access agreements, leases, fee parcels, and other rights in land right necessary to construct, own, and operate the Gathering System, and all such rights in land shall be solely for use by Gatherer and shall not be shared with Shipper, except as otherwise agreed by Gatherer; provided that Shipper hereby grants, without warranty of title, either express or implied, to the extent that it has the right to do so without the incurrence of material expense, an easement and right of way upon all lands covered by the Dedicated Properties, for the purpose of installing, using, maintaining, servicing, inspecting, repairing, operating, replacing, disconnecting, and removing all or any portion of the Gathering System, including all pipelines, meters, and other equipment necessary for the performance of this Agreement; provided, further, that the exercise of these rights by Gatherer shall not unreasonably

18

interfere with Shipper's lease operations or with the rights of owners in fee, and will be subject to Shipper's safety and other reasonable access requirements applicable to Shipper's personnel. Shipper shall not have a duty to maintain the underlying agreements (such as leases, easements, and surface use agreements) that such grant of easement or right of way to Gatherer is based upon, and such grants of easement or right of way will terminate if Shipper loses its rights to the property, regardless of the reason for such loss of rights. Notwithstanding the foregoing, (i) Shipper will assist Gatherer to secure replacements for such terminated grants of easement or right of way, in a manner consistent with the cooperation requirements of Section 3.9, (ii) to the extent that Shipper agrees that Gatherer's Measurement Facilities may be located on Shipper's Well Pad sites, Shipper shall be responsible for obtaining any necessary rights to locate such Measurement Facilities on such Well Pad sites, and (iii) Shipper shall use reasonable efforts to involve Gatherer in Shipper's negotiations with the owners of lands covered by the Dedicated Properties so that Shipper's surface use agreements and Gatherer's rights of way with respect to such lands can be concurrently negotiated and obtained.

Section 3.9 Cooperation. Because of the interrelated nature of the actions of the Parties required to obtain the necessary permits and authorizations from the appropriate Governmental Authorities and the necessary consents, rights of way and other authorizations from other Persons necessary to drill and complete each Planned Well and construct the required extensions of the

Gathering System to each Planned Well Pad, the Parties agree to work together in good faith to obtain such permits, authorizations, consents and rights of way as expeditiously as reasonably practicable, all as provided herein. The Parties further agree to cooperate with each other and to communicate regularly regarding their efforts to obtain such permits, authorizations, consents and rights of way.

ARTICLE 4 TERM

Section 4.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated earlier by mutual agreement of the Parties, shall continue in effect until the twentieth (20th) anniversary of the Effective Date and from year to year thereafter (with the initial term of this Agreement deemed extended for each of any such additional year) until such time as this Agreement is terminated, effective upon an anniversary of the Effective Date, by notice from either Party to the other Party on or before the one hundred eightieth (180th) Day prior to such anniversary.

ARTICLE 5 FEES AND CONSIDERATION

Section 5.1 Fees.

(a) Subject to the other provisions of this Agreement, including Section 5.1(d), Shipper shall pay Gatherer each Month in accordance with the terms of this Agreement, for all Services provided by Gatherer during such Month, an amount equal to the sum of the following:

19

(i) The product of (A) the aggregate volume of Gas, stated in Mcf, received by Gatherer from Shipper or for Shipper's account at each Receipt Point during such Month multiplied by (B) \$0.30 (provided that such fee shall be discounted by fifty percent (50%) for Gas removed from the Gathering System for use lease operations fuel in accordance with Section 3.7) (as such fee may be increased or decreased in accordance with Section 5.1(b), the "**Gathering Fee**");

(ii) The product of (A) the aggregate volume of Gas, stated in Mcf, received from Shipper or for Shipper's account entering any System High Pressure Line during such Month multiplied by (B) \$0.18 (as may be increased or decreased in accordance with Section 5.1(b), the "**High Pressure Gathering Fee**");

(iii) The product of (A) the aggregate volume of Gas, stated in Mcf, received from Shipper or for Shipper's account and compressed and dehydrated at each System Compressor Station during such Month multiplied by (B) \$0.18 (as may be increased or decreased in accordance with Section 5.1(b), the "**Compression Fee**"); and

(iv) The product of (A) the aggregate volume of Liquid Hydrocarbons, stated in Barrels, received from Shipper or for Shipper's account entering the Gathering System or loaded into Gatherer's trucks during such Month multiplied by (B) \$4.00 (as may be increased or decreased in accordance with Section 5.1(b), the "**Liquids Gathering Fee**").

(b) After each of the first five (5) Contract Years, one hundred percent (100%), and after the sixth (6th) Contract Year and each Contract Year thereafter, fifty-five percent (55%), of the Gathering Fee, High Pressure Gathering Fee, Compression Fee, and Liquids Gathering Fee shall be adjusted up or down on an annual basis in proportion to the percentage change, from the preceding year, in the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics ("**CPI**"). Such adjustment shall be made effective upon the first Day of each Contract Year commencing in the Contract Year beginning in 2015, and shall reflect the percentage change in the CPI as it existed for June of the preceding Contract Year from the CPI for the second immediately preceding June; *provided, however*, that the Gathering Fee, High Pressure Gathering Fee, Compression Fee, and Liquids Gathering Fee shall never be less than the initial fees stated in Section 5.1(a); nor shall such fees be increased or decreased by more than 3% in any given Contract Year.

(c) Subject to the other provisions of this Agreement, including Section 5.1(d), Shipper shall pay Gatherer the actual cost of electricity used as Fuel and allocated to Shipper in accordance with Section 6.2.

(d) Notwithstanding the foregoing provisions of this Section 5.1; regardless of whether Shipper has any Firm Capacity Production:

(i) If, with respect to any Contract Year in which there is a Minimum High Pressure Volume Commitment, Shipper shall pay to Gatherer, on or before the 30th Day after receipt of Gatherer's invoice therefor (which shall be delivered not more than

20

sixty (60) Days after the end of the relevant Contract Year), an amount equal to the excess, if any, of:

(A) the product of the Minimum High Pressure Volume Commitment for such Contract Year multiplied by the High Pressure Gathering Fee in effect for such Contract Year, over

(B) the product of the High Pressure Gathering Fee in effect for such Contract Year multiplied by the aggregate of the volumes of Dedicated Production, stated in Mcf, delivered or Made Available for Delivery at each System High Pressure Line during such Contract Year.

(ii) If, with respect to any Contract Year in which there is a Minimum Compression Volume Commitment, Shipper shall pay to Gatherer, on or before the 30th Day after receipt of Gatherer's invoice therefor (which shall be delivered not more than sixty (60) Days after the end of the relevant Contract Year), an amount equal to the excess, if any, of:

(A) the product of the Minimum Compression Volume Commitment for such Contract Year multiplied by the Compression Fee in effect for such Contract Year, over

(B) the product of the Compression Fee in effect for such Contract Year multiplied by the aggregate of the volumes of Dedicated Production, stated in Mcf, delivered or Made Available for Delivery at each System Compressor Station during such Contract Year.

(e) All Services for which specific prices are not set forth in Section 5.1(a), including any required treating of Production, the handling and treatment of Condensate recovered from the Gathering System, and the stabilization of Liquid Hydrocarbons, shall be priced on a cost of service basis as set forth in this Section 5.1(e). In addition, notwithstanding the foregoing provisions of this Section 5.1 or any other provision to the contrary in this Agreement, Gatherer shall have the right to elect to be paid for some or all Services, on a cost of service basis to the extent set forth in this Section 5.1(e). Gatherer shall have the right to elect to be paid on a cost of service basis (i) for any Services other than Services offered in respect of the Wells and Planned Wells set forth in the Initial Development Plan, all of which Services shall be performed for the volumetric fees, subject to the minimum volumes, set forth in Section 5.1(a) and Section 5.1(d), and (ii) any compression services in respect of the Wells and Planned Wells set forth in the Initial Development Plan if Gatherer determines in good faith that, if such services were to be performed for the volumetric fees, and subject to the minimum volumes, set forth in Section 5.1(a) and Section 5.1(d), it would receive a rate of return on its capital expenditures for such System Compressor Station of less than 13% over the period of 84 months after such System Compressor Station is placed into service. With respect to such Services, Gatherer may elect, by notice to Shipper at least three (3) Months prior to the placement in service of the relevant facilities or parts of the Gathering System, or, in the case of any gathering facilities by Gatherer acquired pursuant to Section 2.5(a), in the notice given by Gatherer in accordance with such Section that Gatherer will acquire such gathering facilities, to be paid on a

cost of service basis for the Services specified in such notice commencing with their placement in service or with the acquisition of such facilities, as applicable, and continuing for the remaining term of this Agreement, but only with respect to the facilities so acquired and/or discrete parts of the Gathering System (each, a "*CS Facility*") that are placed into service after such notice. The Services specified in such notice may be of any scope determined by Gatherer in its sole discretion and may include all eligible Services or any part thereof and may include, by way of example only, gathering Services with respect to a particular Well or group of Wells, compression Services and/or High Pressure Services with respect to a particular System Compressor Station and/or System High Pressure Line, all Services of a particular type, and any other subset of the Services determined by Gatherer, in each case subject to the foregoing sentence. All Services provided from time to time on a cost of service basis shall be bundled together for purposes of calculating a single Monthly cost of service fee (the "*Cost of Service Fee*"), which shall be calculated with respect to each Contract Year as set forth in Exhibit I attached hereto.

ARTICLE 6 ALLOCATIONS

Section 6.1 Allocation of Lost and Unaccounted For Gas. Lost and Unaccounted For Gas shall be allocated, on a Monthly basis, among all Receipt Points on each System Segment pro rata based upon the Thermal Content of all Gas received at all System Receipt Points on such System Segment during such Month. Total Lost and Unaccounted For Gas with respect to each System Segment shall be determined by subtracting from the sum of the total Thermal Content of Gas received at all System Receipt Points on such System Segment during such Month the sum of (i) the Thermal Content of Gas actually delivered to all System Delivery Points on such System Segment during such Month, (ii) the Thermal Content of Condensate recovered from such System Segment during such Month (other than Condensate vaporized and reinjected into the Gas stream), and (iii) the Thermal Content of Gas used for Fuel on such System Segment, if any, during such Month. Lost and Unaccounted For Gas shall be allocated, on a Monthly basis, to each Receipt Point based upon a fraction, the numerator of which is the total Thermal Content of Gas measured at such Receipt Point during such Month, and the denominator of which is the total Thermal Content of Gas measured at all System Receipt Points on the System Segment on which such Receipt Point is located during such Month.

Section 6.2 Allocation of Fuel. Gatherer shall allocate Fuel (included Gas used as Fuel and the cost of electricity used as Fuel), on a Monthly basis, to each Receipt Point upstream of a System Compressor Station on a pro rata basis, based upon a fraction, the numerator of which is the total volume of Gas measured at such Receipt Point during such Month, and the denominator of which is the total volume of Gas measured at all System Receipt Points upstream of such System Compressor Station during such Month. Gas consumed for Fuel shall be determined based actual measurements of Fuel consumption.

Section 6.3 Allocation of Condensate Recovered from the Gathering System. Gatherer shall allocate the volume of Condensate collected from any System Segment (or from facilities at compressor stations downstream of System Delivery Points on such System Segment and allocated to the Gathering System by the operator of such compressor station) to each System Receipt Point on such System Segment during the applicable Month based on a fraction,

the numerator of which is the theoretical volume of Condensate attributable to such System Receipt Point during such Month and the denominator of which is the total theoretical volume of Condensate for all such System Receipt Points on such System Segment during such Month. The theoretical volume of Condensate at each System Receipt Point shall be determined by multiplying the total volume of Gas (in Mcf) received at the applicable System Receipt Point during the applicable Month by the Gallons per Mcf of pentanes and heavier components in such Gas determined at the relevant System Receipt Point on such System Segment.

Section 6.4 Allocation of Liquid Hydrocarbons.

(a) Subject to Section 6.4(b), Gatherer shall allocate the volume of Liquid Hydrocarbons gathered to or delivered into storage tanks at each Delivery Point to each System Receipt Point upstream of such Delivery Point during the applicable Month based on a fraction, the numerator of which is the volume of Liquid Hydrocarbons received at such System Receipt Point and the denominator of which is the total volumes of Liquid Hydrocarbons received at all such System Receipt Points during such Month.

(b) Gatherer shall not commingle Shipper's Liquid Hydrocarbons received at the Receipt Points with Liquid Hydrocarbons constituting Third Party Production if the resulting commingled stream would have a market value that is materially less than the market value a stream composed solely of Shipper's Liquid Hydrocarbons would have, unless Gatherer has provided by notice to Shipper a written allocation methodology that ensures that Shipper is allocated a portion of the commingled stream that would enable it to realize a market value that reasonably approximates the market value of such stream composed solely of Shipper's Liquid Hydrocarbons. From and after the delivery of such notice, Gatherer shall have the right to commingle such Liquid Hydrocarbons and shall apply such allocation methodology to such commingled stream.

ARTICLE 7
CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES

Section 7.1 Operational Control of Gatherer's Facilities. Gatherer shall design, construct, own, operate, and maintain the Gathering System at its sole cost and risk. Gatherer shall be entitled to full and complete operational control of its facilities and shall be entitled to schedule deliveries and to operate and reconfigure its facilities in a manner consistent with its obligations under this Agreement.

Section 7.2 Maintenance. Gatherer shall be entitled, without liability, to interrupt its performance hereunder to perform necessary or desirable inspections, pigging, maintenance, testing, alterations, modifications, expansions, connections, repairs or replacements to its facilities as Gatherer deems necessary ("**Maintenance**"), with reasonable notice provided to Shipper, except in cases of emergency where such notice is impracticable or in cases where the operations of Shipper will not be affected. Before the beginning of each calendar year, Gatherer shall provide Shipper in writing with a projected schedule of the Maintenance to be performed during the year and the anticipated date of such Maintenance. On or before the 10th Day before the end of each Month, Gatherer shall provide Shipper with its projected maintenance schedule for the following Month.

Section 7.3 Firm Capacity Production: Capacity Allocations on the Gathering System. Subject to the capacity allocations set forth in this Section 7.3, Gatherer has the right to contract with other Persons for the delivery of Third Party Production to the Gathering System, including the delivery of Firm Capacity Production. If the volume of Gas or Liquid Hydrocarbons, as applicable, available for delivery into any System Segment exceeds the capacity of such System Segment at any point relevant to Gatherer's service to Shipper hereunder, then Gatherer shall interrupt or curtail receipts of Production in accordance with the following:

(a) *First*, Gatherer shall curtail all Interruptible Production prior to curtailing Firm Capacity Production.

(b) *Second*, if additional curtailments are required beyond Section 7.3(a) above, Gatherer shall curtail Firm Capacity Production. In the event Gatherer curtails some, but not all Firm Capacity Production on a particular Day, Gatherer shall allocate the capacity of the applicable point on the relevant System Segment available to such shippers of Firm Capacity Production, including Dedicated Production, on a pro rata basis based upon Shipper's and the other shippers' of Firm Capacity Production average of the confirmed nominations for the previous fourteen (14) Day period of Firm Capacity Production prior to the event causing the curtailment.

Section 7.4 Arrangements After Redelivery. It shall be Shipper's obligation to make any required arrangements with other parties for delivery of Shipper's Production to the Receipt Points and Delivery Point Gas and Liquid Hydrocarbons following delivery by Gatherer at the Delivery Points.

Section 7.5 Line Pack. To the extent that it is necessary, in order for Gatherer to commence operations of new segments of the Gathering System, for Production to be used as line fill, Shipper shall provide such line fill to Gatherer.

ARTICLE 8
PRESSURES AT RECEIPT POINTS AND DELIVERY POINTS

Section 8.1 Pressures at Receipt Points. Gatherer shall not operate the Gas Gathering System in such a manner as to cause the average pressure at any Receipt Point in any Month to exceed the lower of (a) two hundred (200) psig and (b) fifty (50) psig above the average suction pressure, as measured at the first separator or slug catcher upstream of any compression suction valve or any other valve that can be partially closed, at the nearest System Compressor Station downstream of such Receipt Point during such Month. Subject to

the foregoing, Shipper shall deliver or cause to be delivered Gas to each Receipt Point at sufficient pressure to enter the Gathering System against its operating pressure.

Section 8.2 Pressures at Delivery Points. All System Compressor Stations (a) shall be designed for a suction pressure of from one hundred (100) psig to one hundred forty (140) psig and (b) shall be designed for and shall be operated at a discharge pressure sufficient to effect delivery to the relevant Downstream Pipeline or Processing Plant.

Section 8.3 Shipper Facilities. Shipper, at its own expense, shall construct, equip, maintain, and operate all facilities (including separation, line heaters, and/or compression

equipment) necessary to deliver Dedicated Production to Gatherer at the Receipt Points. Shipper shall install and maintain sufficient pressure regulating equipment upstream of the Receipt Points in order to keep the pressure of the Gas delivered to Gatherer at the Receipt Points from exceeding the maximum allowable operating pressure at the applicable Receipt Point. Gatherer shall design the Gas Gathering System to ANSI 300 standards or higher such that the maximum allowable operating pressure at each Receipt Point shall be not less than 740 psig.

ARTICLE 9 NOMINATION AND BALANCING

Section 9.1 Gatherer Notifications. On or before the fifth (5th) Day prior to the end of each Month, Gatherer shall provide written notice to Shipper of Gatherer's good faith estimate of any capacity allocations or curtailments for the any System Segment, if any, that, based on then currently available information, Gatherer anticipates will be required or necessary during the next Month, including as a result of any Maintenance. Gatherer shall use all reasonable efforts to provide 48 hours advance notice of any actual event requiring allocation or curtailment, including Maintenance.

Section 9.2 Nominations. On or before the second (2nd) Day prior to the end of each Month, Shipper shall provide to Gatherer nominations for deliveries of Dedicated Production to the Receipt Points and the delivery of Delivery Point Gas and Liquid Hydrocarbons to the specified Delivery Points during the next Month. Shipper shall have the right to change such nominations at any time subject to the requirements of the Persons receiving Delivery Point Gas or Liquid Hydrocarbons at or downstream of the Delivery Points and subject to changes in wellhead volumes being delivered into the system.

Section 9.3 Balancing. Gatherer will maintain records of any Daily and Monthly variances ("*Imbalances*") between the volume of Dedicated Gas received at the Receipt Points and the volumes of Delivery Point Gas, plus Lost and Unaccounted for Gas, Fuel, and Condensate allocated to Shipper. Shipper shall make such changes in its nominations as Gatherer may from time to time reasonably request to maintain Daily and Monthly balances or to correct an Imbalance. Shipper shall reimburse Gatherer for any cost, penalty, or fee arising from any Imbalance assessed against Gatherer by any Person receiving Dedicated Production downstream of the Delivery Points, except to the extent such Imbalance was caused by Gatherer. Upon the termination of this Agreement or at such other time as the Parties agree the Parties shall cash out any cumulative Imbalance using the applicable Index Price for the prior Month.

ARTICLE 10 QUALITY

Section 10.1 Receipt Point Gas Quality Specifications. Gas delivered by Shipper to the Receipt Points shall meet the following specifications (collectively, the "*Gas Quality Specifications*"):

(a) The Gas shall not contain any of the following in excess of: one-quarter (1/4) grain of hydrogen sulfide per hundred (100) cubic feet; one (1) grain of total sulfur per

hundred (100) cubic feet; two one-hundredths of one percent (0.02%) by volume of oxygen; or two percent (2%) by volume of nitrogen.

(b) The total of all non-hydrocarbon gases shall not exceed three percent (3%) by volume.

(c) The temperature of the Gas at the Receipt Point shall not be in excess of one hundred twenty (120) degrees Fahrenheit.

(d) The Gas shall be free of solids, sand, salt, dust, gums, crude oil, and hydrocarbons in the liquid phase, and other objectionable substances which may be injurious to pipelines or which may interfere with the measurement, transmission or commercial utilization of said Gas.

Except for items (a) through (d) above, such Gas shall meet the most restrictive quality specifications required from time to time by the Downstream Pipelines receiving Delivery Point Gas, except for water vapor content, for which there shall be no specification applicable at the Receipt Points.

Section 10.2 Non-Conforming Gas. If any Gas delivered by Shipper fails at any time to conform to the Gas Quality

Specifications, then Gatherer will have the right to immediately discontinue receipt of such non-conforming Gas so long as such Gas continues to be non-conforming. Shipper agrees to undertake commercially reasonable measures to eliminate the cause of such non-conformance. If Shipper fails to remedy such non-conformance, but such Gas conforms to all specifications other than hydrocarbon dew point and/or Gross Heating Value, then Gatherer agrees to (i) use commercially reasonable efforts to blend and commingle such Gas with other Gas in the Gathering System so that it meets the applicable specifications and (ii) if such Gas cannot be brought into compliance with such blending will continue to accept and redeliver such Gas to the Delivery Points that will accept such non-conforming Gas as long as (A) no harm is done to the Gathering System, (B) no harm is done to other shippers or their Gas, and (C) other shippers are not prevented from nominating Gas to their preferred Delivery Point. In the event that Gatherer takes receipt of non-conforming Gas, Shipper agrees to be responsible for, and to defend, indemnify, release, and hold Gatherer and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature resulting from such non-conforming Gas.

Section 10.3 Delivery Point Gas Quality Specifications. Gatherer shall redeliver the Delivery Point Gas that it is required to redeliver to Shipper at the Delivery Points meeting the Gas Quality Specifications, provided that Shipper delivers Gas to Gatherer at the Receipt Points which meets the Gas Quality Specifications.

Section 10.4 Liquid Hydrocarbons Quality Requirements. Liquid Hydrocarbons delivered by Shipper to the Receipt Points shall have gravity, viscosity, and other properties such that it is readily susceptible to gathering and handling through Gatherer's existing facilities and such that it will not adversely affect the quality of Liquid Hydrocarbons received from other shippers or cause any material disadvantage to other shippers or Gatherer. If any Liquid Hydrocarbons delivered by Shipper fails at any time to conform to the foregoing requirements,

then Gatherer will have the right to immediately discontinue receipt of such non-conforming Liquid Hydrocarbons so long as such Liquid Hydrocarbons continues to be non-conforming. Shipper agrees to undertake commercially reasonable measures to eliminate the cause of such non-conformance. Gatherer shall ensure that the Liquid Hydrocarbons of other shippers are also required to meet the foregoing standards.

Section 10.5 Greenhouse Gas Emissions. Notwithstanding anything contained in this Agreement to the contrary, in the event there is an enactment of, or change in, any law after the Effective Date of this Agreement which, in Gatherer's reasonable determination, results in (a) a Governmental Authority requiring Gatherer to hold or acquire emission allowances or their equivalent related to the carbon dioxide content or emissions or the greenhouse gas content or emissions attributable to Shipper's Production and/or the gathering, or transportation of such Production (collectively, "*Shipper's GHG Emissions*") or (b) Gatherer incurring any costs or expenses attributable to Shipper's Production, including any costs or expenses for disposal or treating of carbon dioxide attributable to such Production, or any other additional economic burden being placed on Gatherer in connection with or related to Shipper's GHG Emissions, including any tax, assessment, or other cost or expense (collectively, "*Emissions Charges*"), then (i) Shipper will use reasonable efforts to provide any required emissions allowances or their equivalent to Gatherer in a timely manner (and shall indemnify and hold harmless Gatherer from against any Losses, including any expenses incurred by Gatherer in acquiring such allowances in the marketplace, arising out of Shipper's failure to so provide such allowances) and (ii) Shipper shall be fully responsible for such Emissions Charges and shall reimburse Gatherer for any Emissions Charges paid by Gatherer within ten (10) Days of receipt of Gatherer's invoice.

ARTICLE 11 MEASUREMENT EQUIPMENT AND PROCEDURES

Section 11.1 Equipment. Gatherer shall install, own, operate, and maintain Measurement Facilities to measure Production at all the System Receipt Points and shall ensure that the relevant Downstream Pipeline or Processing Plant installs, owns, operates, and maintains Measurement Facilities at the System Delivery Points (but downstream of any slug catcher) for Gas. Measurement Facilities at the Receipt Points shall meet current industry standards for custody transfer measurement. Shipper shall have the right to install check Measurement Facilities at each Receipt Point, including the right to install check measurement equipment on Gatherer's meter tubes and orifice unions.

Section 11.2 Gas Measurement Standards. The following standards shall apply to the measurement of Gas hereunder:

(a) Where measurement is by orifice meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of the Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 3 (ANSI/API 2530) "Orifice Metering of Natural Gas" with any revisions, amendments or supplements as may be mutually acceptable to the Parties.

(b) Where measurement is by ultrasonic meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of the Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 9 "Measurement of Gas by Multi Path Ultrasonic Meters" with any revisions, amendments or supplements as may be mutually acceptable to the Parties.

(c) The changing and integration of the charts (if utilized for measurement purposes hereunder) and calibrating and adjusting of meters shall be performed by Gatherer.

Section 11.3 Liquid Hydrocarbons Measurement Standards. The following standards shall apply to the measurement of Liquid Hydrocarbons hereunder:

(a) Measurement Devices used in the measurement of Liquid Hydrocarbons shall be designed, installed, and operated in accordance with specifications of the American Petroleum Institute Manual of Petroleum Measurement Standards or other applicable industry standards, as amended from time to time.

(b) The quality and gravity of Liquid Hydrocarbons shall be determined from laboratory analyses of representative samples following the calculation procedures in American Petroleum Institute Manual of Petroleum Measurement Standards or other applicable industry standards

Section 11.4 Gas Measurement.

(a) The unit of volume for measurement of Gas delivered hereunder shall be one Mcf at a base temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.73 psia and without adjustment for water vapor content. It is agreed that for the purposes of measurement and computations hereunder, (a) the atmospheric pressure shall be based on the atmospheric pressure determined and used by Downstream Pipelines at the Delivery Point(s) regardless of the atmospheric pressure at which the Gas is measured and (b) all measurements and testing performed hereunder shall all be made by Gatherer in accordance with applicable rules, regulations, and orders.

(b) Gatherer's Measurement Facilities at the System Receipt Points shall be spot samplers, continuous samplers, or gas chromatographs, as Gatherer shall in its discretion determine, subject to the minimum requirements set forth in the following three sentences. Gatherer shall at least take monthly spot samples at all Measurement Facilities located at System Receipt Points where Gas is received into the Gathering System from a single Well. At all Measurement Facilities located at System Receipt Points where Gas is received into the System from more than one Well, Gatherer shall at least (i) take monthly spot samples if such Measurement Facilities measure less than five thousand (5,000) Mcf per Day, (ii) use continuous samplers if such Measurement Facilities measure from five thousand (5,000) to twenty thousand (20,000) Mcf per Day, and (iii) use gas chromatographs if such Measurement Facilities measure more than twenty thousand (20,000) Mcf per Day. Measurement at the System Delivery Points shall be done using continuous samplers (for Measurement Facilities metering less than twenty thousand (20,000) Mcf per Day) and online gas chromatographs (for Measurement Facilities

metering twenty thousand (20,000) Mcf or more per Day). Gatherer shall procure or cause to be procured a sample of Gas at each System Delivery Point and analyze the samples by chromatographic analysis to determine the component content (mole percent), specific gravity, and the Thermal Content thereof. These determinations shall be made utilizing the following standards: (i) Gas Processors Association Obtaining Natural Gas Samples for Analysis by Gas, Publication No. 2166 as amended or supplemented from time to time and (ii) Gas Processors Association Analysis for Natural Gas and Similar Gaseous Mixtures by Gas Chromatography, Publication No. 2161 as amended or supplemented from time to time, or (iii) any other tests that are mutually agreed by Shipper and Gatherer.

(c) The specific gravity of Gas shall be measured by a standard gravity balance in accordance with the provisions of the Natural Gas Processors Association Publication No. 3130, entitled "Standard Method for Determining the Specific Gravity of Gas", or by a gravitometer employing the "Momentum Method" as described in Chapter VII, "Determination of Specific Gravity", of the American Gas Association Gas Measurement Manual, 1963, in each case, as such may be amended from time to time. The specific gravity will be determined and calculated to the nearest one-thousandth (0.001).

(d) The temperature of Gas shall be determined by means of a recording thermometer recording the temperature of such Gas flowing through each measurement meter. The average temperature to the nearest one degree (1°) Fahrenheit, obtained while Gas is being delivered, will be the applicable flowing Gas temperature for the period under consideration.

(e) The deviation of the Gas from Ideal Gas Laws shall be determined in accordance with the A.G.A. Par Research Project NX-19 Report "Manual for the Determination of Supercompressibility Factors for Natural Gas", Reprinted 1976, if the composition of the Gas is such to render this procedure applicable.

(f) Physical constants required for making calculations hereunder shall be taken from the Gas Processors Association Table of Physical Properties for Hydrocarbons and Other Compounds of Interest to the Natural Gas Industry, Publication No. 2145 as amended or supplemented from time to time. Physical constants for the hexanes and heavier hydrocarbons portion of hydrocarbon mixtures shall be assumed to be the same as the physical constants for hexane.

Section 11.5 Notice of Measurement Facilities Inspection and Calibration. Each Party shall give reasonable notice to the other Party in order that the other Party may, at its option, have representatives present to observe any reading, inspecting, testing, calibrating or adjusting of Measurement Facilities used in measuring or checking the measurement of receipts or deliveries of Production under this Agreement. The official electronic data from such Measurement Facilities shall remain the property of the Measurement Facilities' owner, but copies of such records shall, upon written request, be submitted, together with calculations and flow computer configurations therefrom, to the requesting Party for inspection and verification.

Section 11.6 Measurement Accuracy Verification.

(a) Each Party shall verify the accuracy of all Measurement Facilities owned by such Party at intervals based upon the following schedule:

- (i) semi-annually for Gas Measurement Facilities metering less than one thousand (1,000) Mcf per Day;
- (ii) quarterly for Gas Measurement Facilities metering between one thousand (1,000) and five thousand (5,000) Mcf per Day;
- (iii) monthly for Gas Measurement Facilities metering more than five thousand (5,000) Mcf per Day; and
- (iv) quarterly for Liquid Hydrocarbons Measurement Facilities.

Neither Party shall be required to cause adjustment or calibration of such equipment more frequently than once per Month, unless a special test is requested pursuant to Section 11.7.

(b) If, during any test of the Measuring Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated flow rate through each meter run in excess of one percent (1%) of the adjusted flow rate (whether positive or negative and using the adjusted flow rate as the percent error equation denominator), then any previous recordings of such equipment shall be corrected to zero error for any period during which the error existed (and which is either known definitely or agreed to by the Parties) and the total flow for the period redetermined in accordance with the provisions of Section 11.8. If the period of error condition cannot be determined or agreed upon between the Parties, such correction shall be made over a period extending over the last one half of the time elapsed since the date of the prior test revealing the one percent (1%) error.

(c) If, during any test of any Measurement Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated hourly flow rate which does not exceed one percent (1%) of the adjusted flow rate, all prior recordings and electronic flow computer data shall be considered to be accurate for quantity determination purpose.

Section 11.7 Special Tests. In the event a Party desires a special test (a test not scheduled by a Party under the provisions of Section 11.6) of any Measurement Facilities, seventy-two (72) hours advance notice shall be given to the other Party and both Parties shall cooperate to secure a prompt test of the accuracy of such equipment. If the Measurement Facilities tested are found to be within the range of accuracy set forth in Section 11.6(b), then the Party that requested the test shall pay the costs of such special test including any labor and transportation costs pertaining thereto. If the Measurement Facilities tested are found to be outside the range of accuracy set forth in Section 11.6(b), then the Party that owns such Measurement Facilities shall pay such costs and perform the corrections according to Section 11.8.

Section 11.8 Metered Flow Rates in Error. If, for any reason, any Measurement Facilities are (i) out of adjustment, (ii) out of service, or (iii) out of repair and the total calculated flow rate through each meter run is found to be in error by an amount of the magnitude described in Section 11.6, the total quantity of Production delivered shall be determined in accordance with the first of the following methods which is feasible:

- (a) By using the registration of any mutually agreeable check metering facility, if installed and accurately registering (subject to testing as provided for in Section 11.6);
- (b) Where multiple meter runs exist in series, by calculation using the registration of such meter run equipment; provided that they are measuring Production from upstream and downstream headers in common with the faulty metering equipment, are not controlled by separate regulators, and are accurately registering;
- (c) By correcting the error by re-reading of the official charts, or by straightforward application of a correcting factor to the quantities recorded for the period (if the net percentage of error is ascertainable by calibration, tests or mathematical calculation); or
- (d) By estimating the quantity, based upon deliveries made during periods of similar conditions when the meter was registering accurately.

Section 11.9 Record Retention. The Party owning the Measurement Facilities shall retain and preserve all test data, charts, and similar records for any calendar year for a period of at least twenty-four (24) Months following the end of such calendar year unless applicable law or regulation requires a longer time period or the Party has received written notification of a dispute involving such records, in which case records shall be retained until the related issue is resolved.

Section 11.10 Access.

(a) Gatherer shall contract with eLynx Technologies or a provider of comparable services reasonably satisfactory to Shipper (the “**Monitoring Services Provider**”) for remote monitoring of Gas Measurement Facilities, including monitoring of measurement data on an hourly (or more frequent) basis for flow rate, meter pressures, meter temperature, orifice diameter, Gross Heating Value, and composition for importation into PRAMS Plus production software or comparable production software (“**Remote Monitoring**

Data”).

(b) Gatherer shall (i) provide the Monitoring Services Provider access to all of Gatherer’s radio and telephone infrastructure to access and gather all Remote Monitoring Data and (ii) cause the Monitoring Services Provider to allow Shipper to view and access all Remote Monitoring Data on the Monitoring Service Provider’s system, including the ability to poll for Remote Monitoring Data through the Monitoring Services Provider’s system.

(c) Gatherer shall provide Shipper 120 Days’ notice of any termination by Gatherer of its contract with any Monitoring Services Provider.

ARTICLE 12 NOTICES

Section 12.1 Notices. Unless otherwise provided herein, any notice, request, invoice, statement, or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered (i) when hand delivered, or (ii) when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or (iii) if mailed by United States certified mail, postage prepaid, three (3) Business Days after mailing, or (iv) if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party, or (v) when sent via email; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Notwithstanding the foregoing, if a Party desires to serve upon the other a notice of default under this Agreement, or if Shipper desires to serve upon Gatherer a Connection Notice, the delivery of such notice shall be considered effective under this Section 12.1 only if delivered by any method set forth in items (i) through (iv) above. Any notice shall be given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

Shipper: ANTERO RESOURCES CORPORATION
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

Gatherer: ANTERO MIDSTREAM LLC
1615 Wynkoop
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

ARTICLE 13 PAYMENTS

Section 13.1 Invoices. Not later than the tenth (10th) Day following the end of each Month, Gatherer shall provide Shipper

with a detailed statement setting forth the volume and Thermal Content of Gas and, if applicable, the volume of Liquid Hydrocarbons received by Gatherer at the Receipt Points in such Month, the volume and Thermal Content of Delivery Point Gas allocated to Shipper and, if applicable, the volume of Liquid Hydrocarbons redelivered to Shipper in such Month, the quantity of Gas and the cost of electricity used as Fuel allocated to Shipper in such Month, the volume and Thermal Content of Lost and Unaccounted For Gas for such Month, and the Gathering Fee, the High Pressure Gathering Fee, the Compression Fee, the Liquids Gathering Fee, and the Cost of Service Fee with respect to such Month, together with measurement summaries and the amount of any Imbalances and all relevant supporting documentation, to the extent available on such tenth (10th) Day (with Gatherer being obligated to deliver any such supporting documentation that is not available on such tenth (10th) Day as soon as it becomes available). Shipper shall make payment to Gatherer by the last Business Day of the Month in which such invoice is received. Such payment shall be made by wire transfer pursuant to wire transfer instructions delivered by Gatherer to Shipper in writing from time to time. If any overcharge or undercharge in any form whatsoever shall at any time be found and the invoice therefor has been paid, Gatherer shall refund any amount of overcharge, and Shipper shall pay any amount of undercharge, within thirty (30) Days after final determination thereof, provided, however, that no retroactive adjustment will be made beyond a period of twenty-four (24) Months from the date of a statement hereunder.

Section 13.2 Right to Suspend on Failure to Pay. If any undisputed amount due hereunder remains unpaid for sixty (60) Days after the due date, Gatherer shall have the right to suspend or discontinue Services hereunder until any such past due amount is paid.

Section 13.3 Audit Rights. Either Party, on not less than thirty (30) Days prior written notice to the other Party, shall have the right at its expense, at reasonable times during normal business hours, but in no event more than twice in any period of twelve (12) consecutive Months, to audit the books and records of the other Party to the extent necessary to verify the accuracy of any statement, allocation, measurement, computation, charge, payment made under, or obligation or right pursuant to this Agreement. The scope of any audit shall be limited to transactions affecting Dedicated Production and Delivery Point Gas hereunder and shall be limited to the twenty-four (24) Month period immediately prior to the Month in which the notice requesting an audit was given. All statements, allocations, measurements, computations, charges, or payments

33

made in any period prior to the twenty-four (24) Month period immediately prior to the Month in which the audit is requested shall be conclusively deemed true and correct and shall be final for all purposes.

Section 13.4 Payment Disputes. In the event of any dispute with respect to any payment hereunder, Shipper shall make timely payment of all undisputed amounts, and Gatherer and Shipper will use good faith efforts to resolve the disputed amounts within sixty (60) Days following the original due date. Any amounts subsequently resolved shall be due and payable within ten (10) Days of such resolution.

Section 13.5 Interest on Late Payments. In the event that Shipper shall fail to make timely payment of any sums, except those contested in good faith or those in a good faith dispute, when due under this Agreement, interest will accrue at an annual rate equal to ten percent (10%) from the date payment is due until the date payment is made.

Section 13.6 Credit Assurance. Gatherer shall apply consistent evaluation practices to all similarly situated shippers to determine the new Shipper's financial ability to perform its payment obligations under this Agreement.

(a) If Gatherer has reasonable grounds for insecurity regarding the performance of any obligation by Shipper under this Agreement (whether or not then due), Gatherer may demand Adequate Assurance of Performance from Shipper, which Adequate Assurance of Performance shall be provided to Gatherer within five (5) Days after written request. If Shipper fails to provide such Adequate Assurance of Performance within such time, then Gatherer may suspend its performance under this Agreement until such Adequate Assurance of Performance is provided. However, any action by Gatherer shall not relieve Shipper of its payment obligations. The exercise by Gatherer of any right under this Section 13.6 shall be without prejudice to any claims for damages or any other right under this Agreement. As used herein, "**Adequate Assurance of Performance**" means any of the following, in Gatherer's reasonable discretion:

(i) an irrevocable standby letter of credit in an amount not to exceed an amount that is equal to sixty (60) Days of Shipper's payment obligations hereunder from a financial institution rated at least A- by S&P or at least A3 by Moody's in a form and substance satisfactory to Gatherer;

(ii) cash collateral in an amount not to exceed an amount that is equal to sixty (60) Days of Shipper's payment obligations hereunder to be deposited in an escrow account as designated by Gatherer; Gatherer is hereby granted a security interest in and right of set-off against all cash collateral, which is or may hereafter be delivered or otherwise transferred to such escrow account in connection with this Agreement; or

(iii) a guaranty in an amount not to exceed an amount that is equal to sixty (60) Days of Shipper's payment obligations hereunder reasonably acceptable to Gatherer.

(b) The term of any security provided under this Section 13.6 shall be as reasonably determined by Gatherer, but it shall never exceed sixty (60) Days, after which the

34

security shall terminate (or in the case of cash collateral, be immediately returned by Gatherer to Shipper without further action by either Party). Nothing shall prohibit Gatherer, however, from requesting additional Adequate Assurance of Performance following the end of any such term, so long as the conditions triggering such a request under this Section 13.6 exist.

(c) Should Shipper fail to provide Adequate Assurance of Performance within five (5) Days after receipt of written demand for such assurance (which shall include reasonable particulars for the demand and documentation supporting the calculation of such amount demanded), then Gatherer shall have the right (notwithstanding any other provision of this Agreement) to suspend performance under this Agreement until such time as Shipper furnishes Adequate Assurance of Performance.

Section 13.7 Excused Performance. Gatherer will not be required to perform or continue to perform services hereunder, and Shipper shall not be obligated to deliver Dedicated Production to the Gathering System (or make any payments required under Section 5.1(d)(i) and Section 5.1(d)(ii)) in the event:

(a) the other Party has voluntarily filed for bankruptcy protection under any chapter of the United States Bankruptcy Code;

(b) the other Party is the subject of an involuntary petition of bankruptcy under any chapter of the United States Bankruptcy Code, and such involuntary petition has not been settled or otherwise dismissed within ninety (90) Days of such filing; or

(c) the other Party otherwise becomes insolvent, whether by an inability to meet its debts as they come due in the ordinary course of business or because its liabilities exceed its assets on a balance sheet test; and/or however such insolvency may otherwise be evidenced.

ARTICLE 14 FORCE MAJEURE

Section 14.1 Suspension of Obligations. In the event a Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make payments then or thereafter due hereunder, and such Party promptly gives notice and reasonably full particulars of such Force Majeure in writing to the other Party promptly after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as and to the extent that they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as reasonably possible be remedied with all reasonable dispatch by the Party claiming Force Majeure.

Section 14.2 Definition of Force Majeure. The term “*Force Majeure*” as used in this Agreement shall mean any cause or causes not reasonably within the control of the Party claiming suspension and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections, riots, epidemics, landslides, subsidence, lightning, earthquakes, fires, storms or storm warnings,

crevasses, floods, washouts, civil disturbances, explosions, breakage or accident to wells, machinery, equipment or lines of pipe, the necessity for testing or making repairs or alterations to wells, machinery, equipment or lines of pipe, freezing of wells, equipment or lines of pipe, inability of any Party hereto to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or government authorizations, any action or restraint by any Governmental Authority (so long as the Party claiming suspension has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by the claiming Party to comply with applicable laws, rules, regulations, or orders), and, in the case of Gatherer as the claiming party, any breach of any representation or warranty of Shipper or any failure by Shipper to perform any obligation of Shipper under that certain Contribution Agreement dated November 10, 2014, by and between Shipper and Gatherer.

Section 14.3 Settlement of Strikes and Lockouts. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the sole discretion of the Party having the difficulty.

Section 14.4 Payments for Production Delivered. Notwithstanding the foregoing, it is specifically understood and agreed by the Parties that an event of Force Majeure will in no way affect or terminate Shipper’s obligation to make payment for quantities of Production delivered prior to such event of Force Majeure.

ARTICLE 15 INDEMNIFICATION

Section 15.1 Gatherer. Subject to the terms of this Agreement, including Section 18.8, Gatherer shall release, indemnify, defend, and hold harmless Shipper and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Gatherer and (ii) any breach of this agreement by Gatherer.

Section 15.2 Shipper. Subject to the terms of this Agreement, including Section 18.8, Shipper shall release, indemnify, defend, and hold harmless Gatherer and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Shipper and (ii) any breach of this agreement by Shipper.

**ARTICLE 16
CUSTODY AND TITLE**

Section 16.1 Custody. As among the Parties, Shipper shall be in custody, control and possession of (i) Shipper's Production hereunder until such Production is delivered to the Receipt Points and (ii) the Delivery Point Gas and Liquid Hydrocarbons after they are delivered to Shipper at the Delivery Points, including any portion of any Delivery Point Gas which

36

accumulates as liquids. As among the Parties, Gatherer shall be in custody, control and possession of all Production in the Gathering System at all other times, including any portion thereof which accumulates as liquids. The Party having custody and control of Production under the terms of this Agreement shall be responsible for, and shall defend, indemnify, release and hold the other Party and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature for anything that may happen or arise with respect to such Production when such Production is in its custody and control, including losses resulting from any negligent acts or omissions of any indemnified party, but excluding any losses to the extent caused by or arising out of the negligence, gross negligence, or willful misconduct of the indemnified party.

Section 16.2 Shipper Warranty. Shipper represents and warrants that it owns, or has the right to deliver to the Gathering System, all Production delivered under this Agreement, free and clear of all liens, encumbrances and adverse claims. If the title to Production delivered by Shipper hereunder is disputed or is involved in any legal action, Gatherer shall have the right to cease receiving such Production, to the extent of the interest disputed or involved in legal action, during the pendency of the action or until title is freed from the dispute, or until Shipper furnishes, or causes to be furnished, indemnification to save Gatherer harmless from all claims arising out of the dispute or action, with surety acceptable to Gatherer. Shipper hereby indemnifies Gatherer against and holds Gatherer harmless from any and all claims and losses arising out of or related to any breach of the foregoing representation and warranty..

Section 16.3 Title. Title to all Production delivered under this Agreement, including all constituents thereof, shall remain with and in Shipper or its customers at all times; provided, however, title to Production used as Fuel and Lost and Unaccounted For Gas shall pass from Shipper or its customer to Gatherer immediately downstream of the Receipt Point. Title to Condensate that is recovered from Shipper's Gas in the Gathering System shall remain with Shipper. Title to water (i) that is removed from Shipper's Gas in Gatherer's dehydration facilities shall pass to Gatherer immediately downstream of the point of recovery, and (ii) that condenses from Shipper's Gas in the Gathering System shall pass to Gatherer immediately downstream of the Receipt Point.

**ARTICLE 17
TAXES; ROYALTIES**

Section 17.1 Taxes. Shipper shall pay or cause to be paid and agrees to hold Gatherer harmless as to the payment of all excise, gross production, severance, sales, occupation and all other Taxes, charges or impositions of every kind and character required by statute or by order of Governmental Authorities and levied against or with respect to Shipper's Production, Delivery Point Gas or the Services provided under this Agreement. Gatherer shall not become liable for such Taxes, unless designated to remit those Taxes on behalf of Shipper by any duly constituted jurisdictional agency having authority to impose such obligations on Gatherer, in which event the amount of such Taxes remitted on Shipper's behalf shall be (i) reimbursed by Shipper upon receipt of invoice, with corresponding documentation from Gatherer setting forth such payments, or (ii) deducted from amounts otherwise due Gatherer under this Agreement. Gatherer shall pay or cause to be paid all Taxes, charges and assessments of every kind and character required by statute or by order of Governmental Authorities with respect to the Gathering System. Except as

37

provided in Exhibit I attached hereto, neither Party shall be responsible nor liable for any Taxes or other statutory charges levied or assessed against the facilities of the other Party, including ad valorem tax (however assessed), used for the purpose of carrying out the provisions of this Agreement or against the net worth or capital stock of such Party.

Section 17.2 Royalties. As between the Parties, Shipper shall have the sole and exclusive obligation and liability for the payment of all Persons due any proceeds derived from Shipper's Production or Delivery Point Gas (including all constituents and products thereof) delivered under this Agreement, including royalties, overriding royalties, and similar interests, in accordance with the provisions of the leases or agreements creating those rights to proceeds. In no event will Gatherer have any obligation to those Persons due any of those proceeds of production attributable to any such Production (including all constituents and products thereof) delivered under this Agreement. Although Shipper shall retain title to Production as provided in this Section 16.3, Gatherer shall have the right to commingle Production delivered by Shipper with Third Party Production.

**ARTICLE 18
MISCELLANEOUS**

Section 18.1 Rights. The failure of either Party to exercise any right granted hereunder shall not impair nor be deemed a waiver of that Party's privilege of exercising that right at any subsequent time or times.

Section 18.2 Applicable Laws. This Agreement is subject to all valid present and future laws, regulations, rules and orders of Governmental Authorities now or hereafter having jurisdiction over the Parties, this Agreement, or the services performed or the

facilities utilized under this Agreement. The Parties hereby agree that, in the event that (i) Gatherer's facilities, or any part thereof, become subject to regulation by the Federal Energy Regulatory Commission, or any successor agency thereto ("**FERC**"), or any other Governmental Authority of the rates, terms and conditions for service, (ii) Gatherer becomes obligated by FERC or any other Governmental Authority to provide Services or any portion thereof on an open access, nondiscriminatory basis as a result of Gatherer's execution, performance or continued performance of this Agreement or (iii) FERC or any other Governmental Authority seeks to modify any rates under, or terms or conditions of, this Agreement, then:

(a) to the maximum extent permitted by law, it is the intent of the Parties that the rates and terms and conditions established by the FERC Governmental Authority having jurisdiction shall not alter the rates or terms and conditions set forth in this Agreement, and the Parties agree to vigorously defend and support in good faith the enforceability of the rates and terms and conditions of this Agreement;

(b) in the event that FERC or the Governmental Authority having jurisdiction modifies the rates or terms and conditions set forth in this Agreement, the Parties hereby agree to negotiate in good faith to enter into such amendments to this Agreement and/or a separate arrangement in order to give effect, to the greatest extent possible, to the rates and other terms and conditions set forth herein; and

38

(c) in the event that the Parties are not successful in accomplishing the objectives set forth in (a) or (b) above such that the Parties are in substantially the same economic position as they were prior to any such regulation, then either Party may terminate this Agreement upon the delivery of written notice of termination to the other Party.

Section 18.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to choice of law principles.

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between the Parties arising out of this Agreement or the transactions contemplated hereby shall be in any state or federal court in City and County of Denver, Colorado, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts.

Section 18.4 Successors and Assigns.

(a) This Agreement shall extend to and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as set forth in Section 18.4(b) and Section 18.4(c), neither Party shall have the right to assign its respective rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (which such consent shall not be unreasonably withheld, conditioned or delayed), and any assignment or attempted assignment made otherwise than in accordance with this Section 18.4 shall be null and void *ab initio*.

(b) Notwithstanding the foregoing clause (a), Gatherer may perform all services under this Agreement itself using its own gathering, compression, and other facilities and/or perform any or all such services through third parties, in which case references herein to the Gathering System shall be deemed to be references to such facilities of the relevant third party.

(c) Notwithstanding the foregoing clause (a):

(i) Gatherer shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Shipper if such assignment is made to any Person to which the Gathering System or any part thereof has been or will be transferred that assumes in writing all of Gatherer's obligations hereunder (if applicable, to the extent that part of the Gathering System being transferred to such Person) and is (A) an Affiliate of Gatherer or (B) a Person to which the Gathering System has been or will be transferred who (1) hires (or retains, as applicable) operating personnel who are then operating the Gathering System (or has similarly experienced operating personnel itself), (2) has operated for at least two (2) years prior to such assignment systems similar to the Gathering System, or (3) contracts for the operation of the Gathering System with another Person that satisfies either of the foregoing conditions (1) or (2) in this clause (B), provided in the case of an assignment pursuant to this clause

39

(B), the assignee has creditworthiness as reasonably determined by Shipper that is equal to the higher of Gatherer's creditworthiness as of the Effective Date and Gatherer's creditworthiness as of the date of the assignment.

(ii) Gatherer shall have the right to grant a security interest in this Agreement to a lender or other debt provider (or trustee or agent on behalf of such lender) of Gatherer.

(iii) Shipper shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Gatherer, to any Person to which it sells, assigns, or otherwise transfers all or any portion of the Dedicated

Properties and who (A) who assumes in writing all of Shipper's obligations hereunder (if applicable, to the extent of the Dedicated Properties being transferred to such Person) and (B) whose credit rating is equal to or greater than the greater of Shipper's credit rating as of the Effective Date and Shipper's credit rating as of the date of the assignment.

(d) Upon an assignment by Gatherer in accordance with Section 18.4(c)(i)(B) Gatherer shall be released from its obligations under this Agreement to the extent of such assignment. Upon an assignment by Shipper in accordance with Section 18.4(c)(ii), Shipper shall be released from its obligations under this Agreement to the extent of such assignment.

Section 18.5 Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, then (i) such provision shall be deemed inoperative to the extent it is deemed void or unenforceable, (ii) the Parties agree to enter into such amendments to this Agreement in order to give effect, to the greatest extent legally possible, to the provision that is determined to be void or unenforceable and (iii) the other provisions of this Agreement in all other respects shall remain in full force and effect and binding and enforceable to the maximum extent permitted by law; provided, however, that in the event that a material term under this Agreement is so modified, the Parties will, timely and in good faith, negotiate to revise and amend this Agreement in a manner which preserves, as closely as possible, each Party's business and economic objectives as expressed by the Agreement prior to such modification.

Section 18.6 Confidentiality.

(a) Confidentiality. Except as otherwise provided in this Section 18.6, each Party agrees that it shall maintain all terms and conditions of this Agreement, and all information disclosed to it by the other Party or obtained by it in the performance of this Agreement and relating to the other Party's business (including Development Plans, Gathering System Plans, and all data relating to the production of Shipper, including well data, production volumes, volumes gathered, transported, or compressed, and gas quality) (collectively, "Confidential Information") in strictest confidence, and that it shall not cause or permit disclosure of this Agreement or its existence or any provisions contained herein without the express written consent of the other Party.

(b) Permitted Disclosures. Notwithstanding Section 18.6(a) disclosures of any Confidential Information may be made by either Party (i) to the extent necessary for such Party to enforce its rights hereunder against the other Party; (ii) to the extent to which a Party is

40

required to disclose all or part of this Agreement by a statute or by the order or rule of a Governmental Authority exercising jurisdiction over the subject matter hereof, by order, by regulations, or by other compulsory process (including deposition, subpoena, interrogatory, or request for production of documents); (iii) to the extent required by the applicable regulations of a securities or commodities exchange; (iv) to a third person in connection with a proposed sale or other transfer of a Party's interest in this Agreement, provided such third person agrees in writing to be bound by the terms of this Section 18.6; (v) to its own directors, officers, employees, agents and representatives; (vi) to an Affiliate; (vii) to financial advisors, attorneys, and banks, provided that such Persons are subject to a confidentiality undertaking consistent with this Section 18.6(b), or (viii) except for information disclosed pursuant to Article 3 of this Agreement, to a royalty, overriding royalty, net profits or similar owner burdening Dedicated Production, provided such royalty, overriding royalty, net profits or similar owner, agrees in writing to be bound by the terms of this Section 18.6.

(c) Notification. If either Party is or becomes aware of a fact, obligation, or circumstance that has resulted or may result in a disclosure of any of the terms and conditions of this Agreement authorized by Section 18.6(b)(ii) or (iii), it shall so notify in writing the other Party promptly and shall provide documentation or an explanation of such disclosure as soon as it is available.

(d) Party Responsibility. Each Party shall be deemed solely responsible and liable for the actions of its directors, officers, employees, agents, representatives and Affiliates for maintaining the confidentiality commitments of this Section 18.6.

(e) Public Announcements. The Parties agree that prior to making any public announcement or statement with respect to this Agreement or the transaction represented herein permitted under this Section 18.6, the Party desiring to make such public announcement or statement shall provide the other Party with a copy of the proposed announcement or statement prior to the intended release date of such announcement. The other Party shall thereafter consult with the Party desiring to make the release, and the Parties shall exercise their reasonable best efforts to (i) agree upon the text of a joint public announcement or statement to be made by both such Parties or (ii) in the case of a statement to be made solely by one Party, obtain approval of the other Party to the text of a public announcement or statement. Nothing contained in this Section 18.6 shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to this Agreement or the transaction represented herein to any Governmental Authority to the extent required by applicable law or necessary to comply with disclosure requirements of the Securities and Exchange Commission, New York Stock Exchange, or any other regulated stock exchange.

(f) Survival. The provisions of this Section 18.6 shall survive any expiration or termination of this Agreement; provided that other than with respect to information disclosed pursuant to Article 3, as to which such provisions shall survive indefinitely, such provisions shall survive only a period of one (1) year.

Section 18.7 Entire Agreement, Amendments and Waiver. This Agreement, including all exhibits hereto, integrates the entire understanding between the Parties with respect to the subject matter covered and supersedes all prior understandings, drafts, discussions, or statements,

41

whether oral or in writing, expressed or implied, dealing with the same subject matter. This Agreement may not be amended or modified in any manner except by a written document signed by the Parties that expressly amends this Agreement. No waiver by either Party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

Section 18.8 Limitation of Liability. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.**

Section 18.9 Headings. The headings and captions in this Agreement have been inserted for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

Section 18.10 Rights and Remedies. Except as otherwise provided in this Agreement, each Party reserves to itself all rights, counterclaims, other remedies and defenses that such Party is or may be entitled to arising from or out of this Agreement or as otherwise provided by law.

Section 18.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust, fiduciary or partnership duty, obligation or liability on or with regard to either Party.

Section 18.12 Rules of Construction. In construing this Agreement, the following principles shall be followed:

- (a) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement;
- (b) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;
- (c) the word “includes” and its syntactical variants mean “includes, but is not limited to,” “includes without limitation” and corresponding syntactical variant expressions;
- (d) the plural shall be deemed to include the singular and vice versa, as applicable; and

42

- (e) references to Section shall be references to Sections of this Agreement.

Section 18.13 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and shall not inure to the benefit of any other Person whomsoever or whatsoever, it being the intention of the Parties that no third Person shall be deemed a third party beneficiary of this Agreement.

Section 18.14 Further Assurances. Each Party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Agreement.

Section 18.15 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

Section 18.16 Memorandum of Agreement. Contemporaneously with the execution of this Agreement, the Parties shall execute, acknowledge, deliver and record a “short form” memorandum of this Agreement in the form of Exhibit J attached hereto (as modified, including by the addition of any required property descriptions, required by local law and practice to put such Memorandum of record and put third parties on notice of this Agreement), which shall be placed of record in each state and county in which the currently-existing Dedicated Properties are located. Further such memoranda shall be executed and delivered by Shipper as Gatherer from time to time requests to evidence the dedication of additional areas or Oil and Gas Interests under this Agreement.

43

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

ANTERO RESOURCES CORPORATION

Name: /s/ Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

ANTERO MIDSTREAM LLC

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

*Gathering and Compression Agreement
Signature Page*

EXHIBIT A

EXCLUDED WELLS

All gathering to Bluestone and ExCo vertical wells and all gathering to Davis Well and McKinley 1 & 2 H Wells.

1

EXHIBIT B

PLANNED GAS DELIVERY POINTS

Low Pressure Delivery Points

West Virginia

1. Antero Mountain Compressor Station (1)
2. Antero Pennington Compressor Station (2)
3. Antero Middlebourne Compressor Station(3)
4. Antero North Canton Compressor Station(4)
5. Antero White Oak Compressor Station
6. Crestwood Appalachia Pipeline LLC (Crestwood) West Union Compressor Station
7. Crestwood Victoria Compressor Station

Ohio

1. E2 Crum Compressor Station(5)
2. E2 Miller Compressor Station(6)
3. E2 Appalachian Compression, LLC, (E2) Upper Hill Compressor Station
4. E2 Batesville Compressor Station
5. E2 Reusser Compressor Station

-
- (1) Planned
 - (2) Under construction
 - (3) Planned
 - (4) Planned
 - (5) Under construction
 - (6) Under construction

1

High Pressure Delivery Points

West Virginia

<u>Receipt Points</u>	<u>Delivery Points</u>
Antero Mountain Compressor Station	MarkWest Sherwood Plant
Antero Middlebourne Compressor Station	Magnum Hunter or MarkWest Sherwood Plant
Antero North Canton Compressor Station	Summit Pike Fork lateral
Antero White Oak Compressor Station	MarkWest Sherwood Plant
Crestwood West Union Compressor Station	MarkWest Sherwood Plant
Crestwood Victoria Compressor Station	Summit Pike Fork lateral
Antero New Milton Compressor Station	MarkWest Sherwood Gas Processing Plant
EXLP Operating LLC Pike Fork Compressor	Columbia Gas Transmission

Ohio

<u>Receipt Points</u>	<u>Delivery Points</u>
Antero Sanford well gathering line	Dominion East Ohio
E2 Crum Compressor Station	MarkWest Seneca Plant
E2 Miller Compressor Station	MarkWest Seneca Plant
E2 Upper Hill Compressor Station	MarkWest Seneca Plant
E2 Batesville Compressor Station	MarkWest Seneca Plant
E2 Reusser Compressor Station	MarkWest Seneca Plant

Liquid Hydrocarbons Receipt and Delivery Points

<u>Receipt Points</u>	<u>Delivery Points</u>
Robert Pad, Ardith Pad, Miley Pad, Rich Pad, Wayne Pad, Myron Pad, Cynthia Pad, Smierciak Pad, Justice Pad	E2 Upper Hill Stabilizer
Roe Pad, Ervin Pad, J.R. Tyler Pad, Price Pad, Schultz Pad	E2 Batesville Station
Krupa Pad, Bond Pad, Roosen Pad, Bates Pad	E2Crum Stabilizer

EXHIBIT C

GATHERING SYSTEM

Any Low Pressure and High Pressure Gathering Systems gathering Gas from Shipper in the following counties and states:

Washington, PA;

Doddridge, WV;

Harrison, WV;

Tyler, WV;

Ritchie, WV;

Noble, OH;

Monroe, OH;

Guernsey, OH; and

Belmont, OH,

excluding facilities owned by Summit, Crestwood, ETC, M3, EQT, and MarkWest.

EXHIBIT D

INITIAL DEVELOPMENT PLAN

[attached]

EXHIBIT E

CONFLICTING DEDICATIONS

1. Second Amended and Restated Gas Gathering Agreement between Shipper and M3 Appalachia Gathering, LLC, dated July 1, 2013
2. Gathering and Compression Agreement between Shipper and Crestwood Marcellus Midstream LLC dated effective as of January 1, 2012.
3. Gas Gathering Agreement between Shipper and ETC Northeast Pipeline, LLC, dated January 1, 2010, as amended through the Effective Date.

EXHIBIT F

INITIAL GATHERING SYSTEM PLAN

[attached]

EXHIBIT G

FORM OF CONNECTION NOTICE

Antero Midstream LLC
1615 Wynkoop Street
Denver, Colorado 80202

Re: Gathering and Compression Agreement dated November 10, 2014, between Antero Resources Corporation and Antero Midstream LLC (the "*Gathering Agreement*")

Ladies and Gentlemen:

This is a Connection Notice for purposes of the Gathering Agreement. Capitalized terms used but not defined in this Connection Notice have the meanings given such terms in the Gathering Agreement.

Gatherer is hereby notified that Shipper is planning to drill and complete the Planned Wells at the Planned Well Pads by the Target Completion Dates, in each case as set forth below:

Planned Well	Planned Well Pad	Target Completion Date

Very truly yours,

ANTERO RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT H

DEEMED CONNECTION NOTICES

[attached]

1

EXHIBIT I

COST OF SERVICE FEE

The Monthly Cost of Service Fee shall be calculated separately for each CS Facility for each Contract Year or, in the case of a CS Facility that is placed into service or acquired during a Contract Year, for the period from the first Day of the Month following the Month in which such CS Facility is placed into service or acquired through the end of such Contract Year, and for each Contract Year thereafter. The Cost of Service Fees for all CS Facilities for each Month shall be summed to result in the total Cost of Service Fee payable for such Month. The Monthly Cost of Service Fee for each Contract Year (or portion thereof, if applicable) for each CS Facility is determined as follows:

Monthly Capex Fee + Monthly O&M Fee = Monthly Cost of Service Fee.

The “**Monthly Capex Fee**” for each CS Facility is an amount equal to the product of (i) the amount that, if paid to Gatherer with respect to each Month remaining in the Recovery Term for such CS Facility, when taken together with all Prior Capex Fees paid to Gatherer for such CS Facility, would result in Gatherer recovering all of Gatherer’s capital expenditures for such CS Facility (including the cost of acquisition of such CS Facility from Shipper, if applicable) over a period of 84 Months commencing with the placement in service or acquisition of such CS Facility (the “**Recovery Term**”), with a return on capital invested of 13% per annum. “**Prior Capex Fees**” means, with respect to any Contract Year and any CS Facility, the aggregate of the Monthly Capex Fees with respect to such CS Facility paid in all prior Contract Years. For purposes of determining the Monthly Capex Fee for any CS Facility, if such CS Facility is specified or sized to gather, compress, or otherwise handle volumes of Production in excess of those volumes of Dedicated Production projected in the Development Plan to be put through such CS Facility, only such portion of such capital expenditures that would be required to build facilities specified and sized to gather, compress, or otherwise the volumes of Dedicated Production projected in the Development Plan to be put through such CS Facility shall be considered.

The “**Monthly O&M Fee**” for any Contract Year (or portion thereof, if applicable) is an amount equal to:

- (i) the sum of:
 - (a) the operations and maintenance costs and expenses, including the costs and expenses of repairs and replacements in kind, that Gatherer estimates it will incur with respect to the CS Facility during such Contract Year (or such portion thereof, if applicable); plus
 - (b) the O&M True Up Amount, if any,
- (ii) divided by 12 (or by the number of Months in such portion of such Contract Year, if applicable).

1

The “**O&M True Up Amount**” means, with respect to any Contract Year (or portion thereof, if applicable) and any CS Facility,

- (i) the positive or negative difference resulting from the following calculation:
 - (a) the actual operations and maintenance costs and expenses, including the costs and expenses of repairs and replacements in kind, incurred by Gatherer in the immediately prior Contract Year with respect to such CS Facility;
- Minus
- (b) the sum of the aggregate Monthly O&M Fees paid to Gatherer with respect to such CS Facility with respect to the immediately prior Contract Year,
- (ii) plus 13% per annum.

The Monthly O&M Fee includes Gatherer’s allocation to the CS Facility of Gatherer’s overhead and general and administrative expenses together with Taxes payable by Gatherer with respect to the CS Facility or the Services performed in connection with the CS Facility (but excluding in any event Gatherer’s income taxes), to the extent not otherwise paid or reimbursed by Shipper pursuant to this Agreement. For purposes of determining the Monthly O&M Fee for any CS Facility, if such CS Facility also used to gather, compress, or otherwise

handle Third Party Production, only the portion of such operating expenses that are fairly allocable to gathering Dedicated Production shall be considered.

EXHIBIT J

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF GATHERING AGREEMENT (this "Memorandum") is entered into effective [_____], 201[____] (the "Effective Date"), by and between ANTERO RESOURCES CORPORATION ("Shipper"), with an address of 1615 Wynkoop Street, Denver, Colorado 80202, and ANTERO MIDSTREAM LLC, with an address of 1615 Wynkoop Street, Denver, Colorado 80202 ("Gatherer").

WHEREAS, Shipper and Gatherer entered into that certain Gathering and Compression Agreement effective November 10, 2014 (the "Agreement"), pursuant to which Gatherer will provide certain gathering and other services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Agreement; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of [counties/states], to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice. Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 through 3 below.
2. Dedication. Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, (a) Shipper has exclusively dedicated and committed to deliver to Gatherer, as and when produced, all Production produced on or after the date of the Agreement that is attributable to the Oil and Gas Interests now owned or hereafter acquired by Shipper and located wholly or partly within the states of Pennsylvania, West Virginia, and Ohio, and certain other areas, or on lands pooled, unitized or communitized wholly or partly within any portion of the Dedication Area (the "Dedicated Properties"), together with all Production attributable to third parties that is produced from a Well located on the Dedicated Properties, which Production Shipper has the right to control and deliver for gathering ("Dedicated Production"), for gathering through the Gathering System under the Agreement, and (b) Shipper agrees not to deliver any Dedicated Production to any other gathering system (the foregoing dedication and commitment being herein referred to as the "Dedication").
3. Covenant Running with the Land. So long as the Agreement is in effect, Dedication shall be a covenant running with the land and, subject to the exceptions and reservations set forth in the Agreement, (a) in the event Shipper sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dedicated Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state, and (b) in the event Gatherer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Gathering

System, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state.

4. No Amendment to Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way.

IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the Day first above written.

ANTERO MIDSTREAM LLC

By: _____
Name: _____
Title: _____

ANTERO RESOURCES CORPORATION

By: _____
Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Midstream LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public in and for _____

Printed or Typed Name of Notary

STATE OF COLORADO §

CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Resources Corporation, a Delaware corporation, on behalf of said entity.

Notary Public in and for _____

Printed or Typed Name of Notary

RIGHT OF FIRST OFFER AGREEMENT

BY AND BETWEEN

ANTERO RESOURCES CORPORATION

AND

ANTERO MIDSTREAM LLC

DATED AS OF

November 10, 2014

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	DEDICATION	4
Section 2.1	Dedication	4
Section 2.2	Conflicting Dedications	4
Section 2.3	Reservations	4
Section 2.4	Covenant Running with the Land	4
ARTICLE 3	RIGHT OF FIRST OFFER	5
Section 3.1	Bid Request	5
Section 3.2	Bid; Bid Award	6
Section 3.3	Accepted Bid	7
Section 3.4	Accepted Third Party Bid	8
Section 3.5	Midstream Rights Unaffected	9
ARTICLE 4	TERM	9
Section 4.1	Term	9
ARTICLE 5	NOTICES	9
Section 5.1	Notices	9
ARTICLE 6	MISCELLANEOUS	10
Section 6.1	Rights	10
Section 6.2	Applicable Laws	10
Section 6.3	Governing Law; Jurisdiction	11
Section 6.4	Successors and Assigns	11
Section 6.5	Severability	12
Section 6.6	Confidentiality	12
Section 6.7	Entire Agreement, Amendments and Waiver	13
Section 6.8	Limitation of Liability	13
Section 6.9	Headings	14
Section 6.10	Rights and Remedies	14
Section 6.11	No Partnership	14
Section 6.12	Rules of Construction	14
Section 6.13	No Third Party Beneficiaries	14
Section 6.14	Further Assurances	14
Section 6.15	Counterpart Execution	14
Section 6.16	Memorandum of Agreement	14
Exhibit A	Conflicting Dedications	
Exhibit B	Memorandum of Agreement	
Exhibit C	Form of Gas Processing Agreement	

RIGHT OF FIRST OFFER AGREEMENT

This Right of First Offer Agreement (this “*Agreement*”), dated as of November 10, 2014 (the “*Effective Date*”), is by and

between ANTERO RESOURCES CORPORATION, a Delaware corporation (“*Producer*”), and ANTERO MIDSTREAM LLC, a Delaware limited liability company (“*Midstream*”). Producer and Midstream may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

A. Producer owns Oil and Gas Interests and intends to produce Gas (and/or liquid hydrocarbons) from wells on such Oil and Gas Interests.

B. Producer and Midstream desire that Midstream should have certain rights to provide Services in respect of Producer Gas as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement shall have the respective meanings given to such terms set forth below.

Accepted Midstream Bid. As defined in Section 3.2(c).

Accepted Third Party Bid. As defined in Section 3.2(c).

Acquired Facility. As defined in Section 3.1(a).

Affiliate. Any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. ***Affiliated*** shall have the correlative meaning. The term “control” (including its derivatives and similar terms) shall mean possessing the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Notwithstanding the foregoing, any Person shall be deemed to control any specified Person if such Person owns fifty percent (50%) or more of the voting securities of the specified Person, or if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common control.

Agreement. As defined in the preamble hereof.

Bid. As defined in Section 3.2(a).

Bid Request. As defined in Section 3.1(a).

1

Confidential Information. As defined in Section 6.6(a).

Conflicting Dedication. Any processing agreement or other commitment or arrangement that would require Services to be provided with respect to Producer Gas by any Person other than Midstream.

Cubic Foot. The volume of Gas in one cubic foot of space at a standard pressure and temperature base of 14.73 pounds per square inch absolute and 60 degrees Fahrenheit, respectively.

Day. A period commencing at 10:00 a.m., Eastern Standard Time, on a calendar day and ending at 10:00 a.m., Eastern Standard Time, on the next succeeding calendar day.

Dedication Area. As defined in Section 3.1(a)(vi).

Delivery Fee. As defined in Section 3.2(a)(iv).

Effective Date. As defined in the preamble of this Agreement.

Fair Market Value. With respect to any asset, the price that would be paid by a willing buyer of such asset to a willing seller, as determined by an independent nationally known investment banking firm selected by Midstream and reasonably acceptable to Producer.

Fee. Any of the Processing Fee, Fractionation Fee, Marketing Fee or Delivery Fee, as the context may require.

Firm Capacity. The volume of Producer’s Gas that is to be entitled to Services that are accorded the highest priority with respect to capacity allocations, interruptions, or curtailments.

Fractionated Products. Finished liquid products fractionated from an undifferentiated stream of Plant Products, including ethane, propane, isobutane, normal butane and natural gasoline.

Fractionation Fee. As defined in Section 3.2(a)(iv).

Gas. Any mixture of gaseous hydrocarbons, consisting essentially of methane and heavier hydrocarbons and inert and noncombustible gases, that is extracted from beneath the surface of the earth.

Governmental Authority. Any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

Marketing Fee. As defined in Section 3.2(a)(iv).

Mcf. One thousand (1,000) Cubic Feet.

2

MMcf. One million (1,000,000) Cubic Feet.

Midstream. As defined in the preamble of this Agreement.

Month. A period commencing at 10:00 a.m., Eastern Standard Time, on the first Day of a calendar month and extending until 10:00 a.m., Eastern Standard Time, on the first Day of the next succeeding calendar month.

New Services. As defined in Section 3.1(a).

Oil and Gas Interests. Oil and gas leasehold interests and oil and gas mineral fee interests, including working interests, overriding royalty interests, net profits interests, carried interests, and similar rights and interests.

Parties. As defined in the preamble of this Agreement.

Party. As defined in the preamble of this Agreement.

Person. An individual, a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization, or any other entity or organization, including a Governmental Authority.

Plant Products. Propane, ethane, iso-butane, normal butane, iso-pentane, normal pentane, hexanes plus, any other liquid hydrocarbon product except for a liquefied methane product, or any mixtures thereof, and any incidental methane and incidental ethane included in any such plant products, which are separated, extracted, recovered or condensed, and saved, from Producer Gas.

Processing Agreement. A gas processing and fractionation agreement in substantially the form set forth in Exhibit C to this Agreement, completed as set forth in Section 3.3(a)(i)(A) or Section 3.4(a).

Processing Fee. As defined in Section 3.2(a)(iii).

Processing Services. The processing of Producer Gas for the removal of Plant Products and the delivery of the resulting residue Gas and Plant Products to or for the account of Producer.

Producer. As defined in the preamble of this Agreement.

Producer Gas. All Gas that Producer has the right to control and deliver for processing.

Services. (i) The Processing Services; (ii) the fractionation of Plant Products; (iii) the transportation of Plant Products and/or the exchange of Plant Products for Fractionated Products; and (iv) the marketing and delivery of Fractionated Products.

Services Agreement. Any Processing Agreement or any other agreement entered into in accordance with this Agreement for the provision of any Services.

Third Party Bid. As defined in Section 3.1(c).

3

Third Party Bidder. As defined in Section 3.1(c).

Withdrawn Bid Request. As defined in Section 3.2(c).

**ARTICLE 2
DEDICATION**

Section 2.1 Dedication. Subject to Section 2.2 through Section 2.4, Producer covenants and commits not to obtain any Services in respect of Producer Gas from any third party.

Section 2.2 Conflicting Dedications. Producer shall have the right to comply with each of the Conflicting Dedications set forth in Exhibit A and any other Conflicting Dedication (a) entered into by a non-Affiliated predecessor-in-interest to Producer that is applicable as of the date of acquisition thereof to any Oil and Gas Interests acquired by Producer or its Affiliates after the Effective Date (but not any entered into in connection with such acquisition) or (b) entered into pursuant to a Third Party Bid in accordance with Section 3.4; provided, however, that Producer shall have the right to comply with Conflicting Dedications only until the first Day of the Month following the termination of such Conflicting Dedication and shall not take any voluntary action (including the exercise of any right to extend) to extend the term of such Conflicting Dedication beyond the minimum term provided for in the document evidencing such Conflicting Dedication. Producer represents that, except as set forth in Exhibit A, Producer Gas is not as of the Effective Date subject to any Conflicting Dedication. If Producer Gas produced from a well on a well pad is subject to a Conflicting Dedication that Producer has the right to comply with under this Section 2.2, Producer has the right, in complying with such Conflicting Dedication, to deliver all Producer Gas from such well pad in accordance with the Conflicting Dedication, even if all wells on such well pad are not subject to such Conflicting Dedication.

Section 2.3 Reservations. Producer reserves the following rights with respect to Producer Gas for itself and for the operator of the properties covered by Producer's Oil and Gas Interests: (a) to operate wells producing Producer Gas as a reasonably prudent operator in its sole discretion, including the right, but never the obligation, to drill new wells, to repair and rework old wells, to renew or extend, in whole or in part, any Oil and Gas Interest, and to cease production from or abandon any well or surrender any such Oil and Gas Interest, in whole or in part, when no longer deemed by Producer to be capable of producing Gas in paying quantities under normal methods of operation; (b) to use Producer Gas for operations (including reservoir pressure maintenance and drilling or fractionation fuel); (c) to deliver or furnish to Producer's lessors and holders of other existing similar burdens on production such Gas and other production as is required to satisfy the terms of the applicable leases or other applicable instruments; and (d) to pool, communitize, or unitize Producer's Oil and Gas Interests with respect to Producer Gas, provided that Producer's share of Gas produced from such pooled, communitized, or unitized Oil and Gas Interests shall be committed and dedicated to this Agreement.

Section 2.4 Covenant Running with the Land. The covenant and commitment made by Producer under this Article 2 is a covenant running with the land. For the avoidance of doubt, in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all

of its interest in any property covered by any Oil and Gas Interest, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state. Notwithstanding the foregoing, Producer shall be permitted to sell, transfer, convey, assign, grant, or otherwise dispose of any property free of the covenant and commitment made under this Article 2 in a sale or other disposition involving a number of net acres covered by any Oil and Gas Interest that, when added to the total of net acres covered by any Oil and Gas Interest theretofore and, where applicable, simultaneously disposed of free of dedication hereunder pursuant to this Section 2.4, does not exceed the aggregate number of net acres covered by any Oil and Gas Interest acquired by Producer after the Effective Date. At the request of Midstream, the Parties shall execute and record an amendment to the memorandum of this Agreement previously entered into, as provided in Section 6.16, to reflect any such addition to or release of acreage.

ARTICLE 3 RIGHT OF FIRST OFFER

Section 3.1 Bid Request.

(a) Subject to Section 2.2 through Section 2.3, if Producer requires any Services in respect of any Producer Gas that are not the subject of a Services Agreement then in effect and are not otherwise already being provided by Midstream ("**New Services**"), including any such New Services to be provided through any existing facility acquired or proposed to be acquired by Producer (an "**Acquired Facility**"), Producer shall promptly (and, in the case of the acquisition of any Acquired Facility, on or before the 10th Day after the acquisition of such Acquired Facility) provide notice to Midstream of such desired New Services, which notice (the "**Bid Request**") shall include, to the extent applicable:

- (i) confirmation that the New Services include all Services with respect to Producer Gas produced from the Dedication Area described in the Bid Request, or a description of any Conflicting Dedication and the Services being excluded from the Bid Request as a result of such Conflicting Dedication;
- (ii) a description of the initial required delivery points to which Producer's residue Gas is to be redelivered to Producer (including any existing delivery points to which residue Gas is to be delivered from the Acquired Facility);
- (iii) Producer's required Firm Capacity in MMcf per Day;
- (iv) in the case of an Acquired Facility, a reasonable description of the Acquired Facility and the price paid or proposed to be paid by Producer for the Acquired Facility, including any liabilities assumed by Producer, and details of any third party contracts for processing at the Acquired Facility;
- (v) a description of any new facilities Producer desires, including the capacity thereof;

(vi) a description of the area that will constitute the “Dedication Area” for purposes of any Processing Agreement or other Services Agreement entered into pursuant to such Bid Request with respect to the New Services (the “**Dedication Area**”);

(vii) the Oil and Gas Interests located in the Dedication Area with respect to which the New Services are required, including a description of any existing wells and a proposed development plan for the wells to be drilled on such Oil and Gas Interests during the period of at least 18 Months after such notice, including production forecasts for all such wells; and

(viii) if the New Services do not include Processing Services, a form of Services Agreement covering the New Services.

(b) Notwithstanding Section 3.1(a), if from time to time any Processing Agreement is in effect, Producer shall not be required to issue a Bid Request in connection with any desired expansion of the Processing Plant (as defined in such Processing Agreement) to provide Increased Capacity (as defined in such Processing Agreement).

(c) Concurrently with or following its delivery of a Bid Request to Midstream, Producer may seek bids from third parties (each, a “**Third Party Bidder**”, and each bid received from a Third Party Bidder a “**Third Party Bid**”) to provide the New Services set forth in the Bid Request on the same terms and conditions as are set forth in the Bid Request (which, if the New Services include Processing Services, shall be substantially the terms and conditions set forth in the Processing Agreement or, if the New Services do not include Processing Services, shall be substantially the terms and conditions set forth in the form of Services Agreement delivered by Producer with the relevant Bid Request). Any such Third Party Bid shall only be considered if it is received by Producer on or before the 30th Day after Midstream’s receipt of the Bid Request, and only if such Third Party Bid (i) includes itemized fees for each of the New Services that are the subject of the Bid Request, as well as details of all other proposed charges and costs applicable to such Third Party Bid, and (ii) does not propose any changes to the Processing Agreement or proposed form of Services Agreement (as applicable).

Section 3.2 Bid; Bid Award.

(a) If Midstream desires to provide any or all of the New Services set forth in a Bid Request, Midstream shall deliver a notice on or before the 30th Day after such Bid Request, which notice (the “**Bid**”) shall include, in each case on the basis that such New Services shall be provided on substantially the terms and conditions set forth in the Processing Agreement or, if the New Services do not include Processing Services, the form of Services Agreement included in the Bid Request:

(i) confirmation as to whether Midstream desires to provide the New Services, including to acquire the Acquired Facility from Producer, or construct and operate the required new facilities, as applicable;

(ii) in each case, the scope of the New Services Midstream would be willing to provide (upon completion of the acquisition of the Acquired Facility or construction of the new facilities, if applicable);

(iii) if the Services Midstream would be willing to provide include Processing Services, Midstream’s proposed processing fee per Mcf (the “**Processing Fee**”); and

(iv) if the Services Midstream would be willing to provide include fractionation services, Midstream’s proposed (A) fractionation fee per gallon of Plant Products to be exchanged for Fractionated Products (the “**Fractionation Fee**”), (B) delivery fee per gallon of Plant Products (the “**Delivery Fee**”), and (C) marketing fee per gallon of Plant Products (the “**Marketing Fee**”).

(b) Producer shall provide copies of all Third Party Bids to Midstream within 5 Days of receipt. On or before the 45th Day after Midstream’s receipt of the Bid Request, Midstream may submit to Producer a revised Bid in respect of all or any portion of the original Bid.

(c) On or before the 60th Day after a Bid Request, Producer shall inform Midstream, with respect to each of the New Services requested in the Bid Request, that (i) it is accepting Midstream’s Bid for such Service (such Bid, as it relates to Services for which such Bid was accepted, an “**Accepted Midstream Bid**”), (ii) it is accepting a Third Party Bid for such Service on the basis that the Fee proposed in such Third Party Bid for such Service was lower than the Fee proposed in Midstream’s Bid for such Service or on the basis that Midstream did not deliver a Bid or propose a Fee for such Service (such Third Party Bid, as it relates to Services for which such Third Party Bid was accepted, an “**Accepted Third Party Bid**”), or (iii) it has elected not to acquire such Service and not to carry out such Service itself and is accordingly withdrawing the Bid Request with respect to such Services (such Bid Request, as it relates to Services with respect to which it is being withdrawn, a “**Withdrawn Bid Request**”). For purposes of the foregoing, each New Service covered by each Bid and also covered by a Third Party Bid shall be evaluated separately, and awarded separately, based on the Fee for such Service stated in such Bid and such Third Party Bid.

Section 3.3 Accepted Bid.

(a) Upon a Bid becoming an Accepted Midstream Bid:

(i) if the Services to which the Accepted Midstream Bid relates include Processing Services:

(A) the Parties shall promptly execute and deliver to each other a Processing Agreement in respect of such Services, completed based upon the Accepted Bid, with such changes or modifications as shall be agreed by the Parties, and:

7

(1) depending upon the Services the subject of the Accepted Bid: the Processing Fees (as defined in the Processing Agreement) shall be the Processing Fees set forth in the Accepted Bid (if applicable), the Fractionation Fees (as defined in the Processing Agreement) shall be the Fractionation Fees set forth in the Accepted Bid (if applicable), the Delivery Fees (as defined in the Processing Agreement) shall be the Delivery Fees set forth in the Accepted Bid (if applicable) and the Marketing Fees (as defined in the Processing Agreement) shall be the Marketing Fees set forth in the Accepted Bid (if applicable);

(2) the Dedication Area described in the Bid Request shall be the Dedication Area for purposes of the Processing Agreement;

(3) in the case of a Bid Request relating to an Acquired Facility, the Processing Agreement shall be revised to the extent reasonably necessary to take account of the Services being provided at an existing processing facility rather than a newly-built facility;

(B) in the case of a Bid Request relating to an Acquired Facility, Producer shall as soon as reasonably practicable transfer to Midstream the Acquired Facility and all appurtenant equipment and facilities, as well as any third party contracts for Services at such Acquired Facility;

(ii) if the Services to which the Accepted Midstream Bid relates do not include Processing Services, the Parties shall promptly negotiate, execute and deliver to each other a Services Agreement in respect of such Services in the form provided by Producer in the Bid Request, completed based on the Accepted Midstream Bid, with such changes or modifications as shall be agreed by the Parties or, if no such form was required to be provided in the Bid Request, such form as shall be agreed by the Parties.

(b) In respect of any Acquired Facility, Producer shall use reasonable efforts to cause the transaction documents for the acquisition thereof to state a separate purchase price (and separately state any assumed liabilities) for such Acquired Facility. If, pursuant to Section 3.3(a), Midstream is to acquire from Producer an Acquired Facility, such acquisition shall be made at the same price at which the Acquired Facility was acquired by Producer, including the assumption of any liabilities with respect thereto assumed by Producer. If the transaction documents for Producer's acquisition of the Acquired Facility did not state a separate purchase price for the Acquired Facility, the purchase price to be paid by Midstream to Producer for the Acquired Facility shall be equal to the Fair Market Value of the Acquired Facility, and Midstream shall assume all liabilities in respect of the Acquired Facility to the extent arising from the ownership and operation of the Acquired Facility and/or any occurrence from and after the closing of the purchase of the Acquired Facility by Midstream.

Section 3.4 Accepted Third Party Bid. With respect to any Services requested in a Bid Request as to which a Third Party Bid is accepted as provided in Section 3.2(c) above, Producer shall be entitled, for a period of 90 days after such Third Party Bid is accepted, (a) to enter into a Processing Agreement or a Services Agreement in the form provided by Producer in the Bid

8

Request (or, if no such form was required to be provided in the Bid Request, such form as shall be agreed by Producer and the Third Party Bidder), in either case completed based on the Accepted Third Party Bid, for Fees that are no more than the Fees proposed in such Accepted Third Party Bid, in which case such Processing Agreement or Services Agreement shall constitute a Conflicting Dedication, and (b) if such Bid Request related to an Acquired Facility, transfer to the Third Party Bidder the Acquired Facility and all appurtenant equipment and facilities, as well as any third party contracts for Services at such Acquired, on the same basis as the Acquired Facility would have been required to be transferred to Midstream pursuant to Section 3.3(b).

Section 3.5 Midstream Rights Unaffected.

(a) Any Services covered by any Bid Request (i) with respect to which a Third Party Bid is accepted but with respect to which Producer does not enter into a Processing Agreement or other Services Agreement in accordance with Section 3.4 within the 90-Day period provided for in such section or (ii) that is a Withdrawn Bid Request shall continue to be subject to this Agreement, and, if Producer thereafter desires such Services, it shall comply with the provisions of this Agreement with respect thereto.

(b) If Midstream does not provide a Bid in response to a Bid Request, or provides a Bid (or revised Bid) that does not become an Accepted Bid, the rights of Midstream under this Agreement shall be unaffected, and Producer shall remain obligated to provide a Bid Request in accordance with Section 3.1 if at any time Producer requires any New Services, until termination or expiry of this Agreement in accordance with its terms.

**ARTICLE 4
TERM**

Section 4.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated earlier by mutual agreement of the Parties, shall continue in effect until the twentieth (20th) anniversary of the Effective Date.

**ARTICLE 5
NOTICES**

Section 5.1 Notices. Unless otherwise provided herein, any notice, request, invoice, statement, or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered (i) when hand delivered, or (ii) when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or (iii) if mailed by United States certified mail, postage prepaid, three (3) Business Days after mailing, or (iv) if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party, or (v) when sent via email; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Notwithstanding the foregoing, if a Party desires to serve upon the other a notice of default under this Agreement, the delivery of such notice shall be considered effective under this Section 5.1 only if delivered by any method set forth in items (i) through (iv) above. Any notice shall be

9

given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

Producer: ANTERO RESOURCES CORPORATION
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

Midstream: ANTERO MIDSTREAM LLC
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

**ARTICLE 6
MISCELLANEOUS**

Section 6.1 Rights. The failure of either Party to exercise any right granted hereunder shall not impair nor be deemed a waiver of that Party's privilege of exercising that right at any subsequent time or times.

Section 6.2 Applicable Laws. This Agreement is subject to all valid present and future laws, regulations, rules and orders of Governmental Authorities now or hereafter having

10

jurisdiction over the Parties, this Agreement, or the services performed or the facilities utilized under this Agreement.

Section 6.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to choice of law principles.

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between the Parties arising out of this Agreement or the transactions contemplated hereby shall be in any state or federal court in City and County of Denver, Colorado, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts.

Section 6.4 Successors and Assigns.

(a) This Agreement shall extend to and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. To the extent any Affiliate of Producer acquires any Oil and Gas Interests of Producer, Producer shall cause such Affiliate to comply with the obligations of Producer under this Agreement in the event such Affiliate requires Services relating to such Oil and Gas Properties. Except as set forth in Section 6.4(b) and Section 6.4(c), neither Party shall have the right to assign its respective rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (which such consent shall not be unreasonably withheld, conditioned or delayed), and any assignment or attempted assignment made otherwise than in accordance with this Section 6.4 shall be null and void *ab initio*.

(b) Notwithstanding the foregoing clause (a), Midstream may elect that, rather than Midstream itself, any subsidiary of Midstream may enter into any Processing Agreement or Services Agreement pursuant to this Agreement.

(c) Notwithstanding the foregoing clause (a):

(i) Midstream shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Producer to any Person to which all or substantially all of the midstream business of Midstream has been or will be transferred.

(ii) Midstream shall have the right to grant a security interest in this Agreement to a lender or other debt provider (or trustee or agent on behalf of such lender) of Midstream.

(d) Upon an assignment by Midstream in accordance with Section 6.4(c)(i) Midstream shall be released from its obligations under this Agreement to the extent of such assignment.

Section 6.5 Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, then (i) such provision shall be deemed inoperative to the extent it is deemed void or unenforceable, (ii) the Parties agree to enter into such amendments to this Agreement in order to give effect, to the greatest extent legally possible, to the provision that is determined to be void or unenforceable and (iii) the other provisions of this Agreement in all other respects shall remain in full force and effect and binding and enforceable to the maximum extent permitted by law; provided, however, that in the event that a material term under this Agreement is so modified, the Parties will, timely and in good faith, negotiate to revise and amend this Agreement in a manner which preserves, as closely as possible, each Party's business and economic objectives as expressed by the Agreement prior to such modification.

Section 6.6 Confidentiality.

(a) Confidentiality. Except as otherwise provided in this Section 6.6, each Party agrees that it shall maintain all terms and conditions of this Agreement, and all information disclosed to it by the other Party or obtained by it in the performance of this Agreement and relating to the other Party's business (including all data relating to the production of Producer, including well data, production volumes, volumes gathered, transported, or compressed, and gas quality) (collectively, "**Confidential Information**") in strictest confidence, and that it shall not cause or permit disclosure of this Agreement or its existence or any provisions contained herein without the express written consent of the other Party.

(b) Permitted Disclosures. Notwithstanding Section 6.6(a), disclosures of any Confidential Information may be made by either Party (i) to the extent necessary for such Party to enforce its rights hereunder against the other Party; (ii) to the extent to which a Party is required to disclose all or part of this Agreement by a statute or by the order or rule of a Governmental Authority exercising jurisdiction over the subject matter hereof, by order, by regulations, or by other compulsory process (including deposition, subpoena, interrogatory, or request for production of documents); (iii) to the extent required by the applicable regulations of a securities or commodities exchange; (iv) to a third person in connection with a proposed sale or other transfer of a Party's interest in this Agreement, provided such third person agrees in writing to be bound by the terms of this Section 6.6; (v) to its own directors, officers, employees, agents and representatives; (vi) to an Affiliate; (vii) to financial advisors, attorneys, and banks, provided that such Persons are subject to a confidentiality undertaking consistent with this Section 6.6(b), or (viii) to a royalty, overriding royalty, net profits or similar owner burdening Producer Gas, provided such royalty, overriding royalty, net profits or similar owner, agrees in writing to be bound by the terms of this Section 6.6.

(c) Notification. If either Party is or becomes aware of a fact, obligation, or circumstance that has resulted or may result in a disclosure of any of the terms and conditions of this Agreement authorized by Section 6.6(b)(ii) or (iii), it shall so notify in writing the other Party promptly and shall provide documentation or an explanation of such disclosure as soon as it is available.

12

(d) Party Responsibility. Each Party shall be deemed solely responsible and liable for the actions of its directors, officers, employees, agents, representatives and Affiliates for maintaining the confidentiality commitments of this Section 6.6.

(e) Public Announcements. The Parties agree that prior to making any public announcement or statement with respect to this Agreement or the transaction represented herein permitted under this Section 6.6, the Party desiring to make such public announcement or statement shall provide the other Party with a copy of the proposed announcement or statement prior to the intended release date of such announcement. The other Party shall thereafter consult with the Party desiring to make the release, and the Parties shall exercise their reasonable best efforts to (i) agree upon the text of a joint public announcement or statement to be made by both such Parties or (ii) in the case of a statement to be made solely by one Party, obtain approval of the other Party to the text of a public announcement or statement. Nothing contained in this Section 6.6 shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to this Agreement or the transaction represented herein to any Governmental Authority to the extent required by applicable law or necessary to comply with disclosure requirements of the Securities and Exchange Commission, New York Stock Exchange, or any other regulated stock exchange.

(f) Survival. The provisions of this Section 6.6 shall survive any expiration or termination of this Agreement for a period of one (1) year.

Section 6.7 Entire Agreement, Amendments and Waiver. This Agreement, including all exhibits hereto, integrates the entire understanding between the Parties with respect to the subject matter covered and supersedes all prior understandings, drafts, discussions, or statements, whether oral or in writing, expressed or implied, dealing with the same subject matter. This Agreement may not be amended or modified in any manner except by a written document signed by the Parties that expressly amends this Agreement. No waiver by either Party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

Section 6.8 Limitation of Liability. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.**

13

Section 6.9 Headings. The headings and captions in this Agreement have been inserted for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

Section 6.10 Rights and Remedies. Except as otherwise provided in this Agreement, each Party reserves to itself all rights, counterclaims, other remedies and defenses that such Party is or may be entitled to arising from or out of this Agreement or as otherwise provided by law.

Section 6.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust, fiduciary or partnership duty, obligation or liability on or with regard to either Party.

Section 6.12 Rules of Construction. In construing this Agreement, the following principles shall be followed:

- (a) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement;
- (b) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;
- (c) the word “includes” and its syntactical variants mean “includes, but is not limited to,” “includes without limitation” and corresponding syntactical variant expressions;
- (d) the plural shall be deemed to include the singular and vice versa, as applicable; and
- (e) references to Section shall be references to Sections of this Agreement.

Section 6.13 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and shall not inure to the benefit of any other Person whomsoever or whatsoever, it being the intention of the Parties that no third Person shall be deemed a third party beneficiary of this Agreement.

Section 6.14 Further Assurances. Each Party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Agreement.

Section 6.15 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

Section 6.16 Memorandum of Agreement. Contemporaneously with the execution of this Agreement, the Parties shall execute, acknowledge, deliver and record a "short form" memorandum of this Agreement in a form substantially similar to Exhibit B, which shall be placed of record in each state and county in which the properties covered by Producer's Oil and Gas Interests are located, and further memoranda in substantially similar form shall be recorded

14

in additional counties as may be required upon any future acquisition by Producer of Oil and Gas Interests.

(Signature Page Follows)

15

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

ANTERO RESOURCES CORPORATION

By: /s/ Alvyn A. Schopp
Name: Alvyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

ANTERO MIDSTREAM LLC

By: /s/ Alvyn A. Schopp
Name: Alvyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

*Right of First Offer Agreement
Signature Page*

EXHIBIT A

Conflicting Dedications

1. Gas Processing Agreement between Producer and MarkWest Liberty Midstream & Resources LLC dated March 31, 2011, as amended through the Effective Date
 2. Natural Gas Liquids Exchange Agreement (Sherwood) between Producer and MarkWest Liberty Midstream & Resources dated March 31, 2011, as amended through the Effective Date
 3. Gas Processing Agreement between Producer and MarkWest Utica EMG, LLC, dated October 30, 2012, as amended through the Effective Date
 4. Natural Gas Liquids Exchange and Marketing Agreement (Seneca) between Producer and MarkWest Utica EMG, LLC, dated October 30, 2012, as amended through the Effective Date
-

EXHIBIT B

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF GAS PROCESSING (RIGHT OF FIRST OFFER) AGREEMENT (this "Memorandum") is entered into effective [_____], 2014 (the "Effective Date"), by and between **ANTERO RESOURCES CORPORATION** ("Producer"), with an address of 1615 Wynkoop Street, Denver, Colorado 80202, and **ANTERO MIDSTREAM LLC** ("Midstream"), with an address of 1615 Wynkoop Street, Denver, Colorado 80202.

WHEREAS, Producer and Midstream entered into that certain Gas Processing (Right of First Offer) Agreement effective November 10, 2014 (the "Agreement"), pursuant to which Midstream has a right of first offer in respect of the provision of certain gas processing and other services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Agreement; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of [counties/states], to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice. Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 through 3 below.
2. Dedication. Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, Producer has covenanted that, other than as permitted by the Agreement, it will not obtain from any third party any processing, fractionation, delivery or marketing services in respect of any Gas that is attributable to any Oil and Gas Interests of Producer or to any property pooled, unitized or communitized with the property covered by such Oil and Gas Interests (the "Oil and Gas Interests"), together with all Gas attributable to third parties that is produced from a well located on the property covered by the Oil and Gas Interests, which Gas Producer has the right to control and deliver for processing ("Producer Gas"), other than as permitted by the Agreement (the foregoing dedication and commitment being herein referred to as the "Dedication").
3. Covenant Running with the Land. So long as the Agreement is in effect, the Dedication shall be a covenant running with the land and, subject to the exceptions and reservations set forth in the Agreement, in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Oil and Gas Interests, then any such sale, transfer,

conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state.

4. No Amendment to Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way.

IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the Day first above written.

ANTERO MIDSTREAM LLC

By: _____
Name: _____
Title: _____

ANTERO RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

Acknowledgements

STATE OF COLORADO §
 §
CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Midstream LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public in and for _____

Printed or Typed Name of Notary

STATE OF COLORADO §
 §
CITY AND COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Resources Corporation, a Delaware corporation, on behalf of said entity.

Notary Public in and for _____

Printed or Typed Name of Notary

EXHIBIT C
FORM OF GAS PROCESSING AGREEMENT
GAS PROCESSING AGREEMENT
BY AND BETWEEN
ANTERO RESOURCES CORPORATION
AND
ANTERO MIDSTREAM LLC
DATED AS OF
[]

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	PRODUCER COMMITMENTS	8
Section 2.1	Producer's Dedication	8
Section 2.2	Conflicting Dedications	8
Section 2.3	Producer's Reservations	9
Section 2.4	Covenant Running with the Land	9
Section 2.5	Firm Capacity	9
ARTICLE 3	SERVICES	10
Section 3.1	Processor Service Commitment	10
Section 3.2	Processing Plant	10
Section 3.3	Expansion of Processing Plant	11
Section 3.4	Ethane Nomination	12
Section 3.5	[Exchange and Marketing of Fractionated Plant Products.]	12
ARTICLE 4	TERM	13
Section 4.1	Term	13
ARTICLE 5	FEES AND CONSIDERATION	13
Section 5.1	Fees	13

ARTICLE 6	ALLOCATIONS	14
Section 6.1	Allocation of Lost and Unaccounted For Gas	15
Section 6.2	Allocation of Fuel	15
Section 6.3	Allocation of Bypass Gas	15
Section 6.4	Allocation of Plant Products	16
Section 6.5	Allocation of Residue Gas	17
Section 6.6	[Gathering System Measurement Information]	17
ARTICLE 7	CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES	17
Section 7.1	Processing Rights	17
Section 7.2	Operational Control of Processor's Facilities	17
Section 7.3	Maintenance	17
Section 7.4	Firm Capacity; Capacity Allocations at the Processing Plant	18
Section 7.5	Arrangements After Redelivery	18
Section 7.6	Bypass Gas	18
ARTICLE 8	PRESSURES AT RECEIPT POINTS AND DELIVERY POINTS	19
Section 8.1	Pressure at Receipt Points	19
Section 8.2	Pressure at Delivery Points	19
ARTICLE 9	NOMINATION AND BALANCING	19
Section 9.1	Processor Notifications	19
Section 9.2	Nominations	19
Section 9.3	Balancing	20
i		
<hr/>		
ARTICLE 10	QUALITY	20
Section 10.1	Receipt Point Gas Quality Specifications	20
Section 10.2	Non-Conforming Gas	20
Section 10.3	Producer Residue Gas Quality Specifications	21
Section 10.4	Greenhouse Gas Emissions	21
ARTICLE 11	MEASUREMENT EQUIPMENT AND PROCEDURES	21
Section 11.1	Equipment	21
Section 11.2	Gas Measurement Standards	22
Section 11.3	Gas Measurement	22
Section 11.4	Notice of Measurement Facilities Inspection and Calibration	23
Section 11.5	Measurement Accuracy Verification	23
Section 11.6	Special Tests	24
Section 11.7	Metered Flow Rates in Error	24
Section 11.8	Record Retention	25
Section 11.9	Access	25
ARTICLE 12	NOTICES	25
Section 12.1	Notices	25
ARTICLE 13	PAYMENTS	26
Section 13.1	Invoices	26
Section 13.2	Right to Suspend on Failure to Pay	27
Section 13.3	Audit Rights	27
Section 13.4	Payment Disputes	28
Section 13.5	Interest on Late Payments	28
Section 13.6	Credit Assurance	28
Section 13.7	Excused Performance	29
ARTICLE 14	FORCE MAJEURE	29
Section 14.1	Suspension of Obligations	29
Section 14.2	Definition of Force Majeure	29
Section 14.3	Settlement of Strikes and Lockouts	30
Section 14.4	Payments for Gas Delivered	30
ARTICLE 15	INDEMNIFICATION	30
Section 15.1	Processor	30
Section 15.2	Producer	30
ARTICLE 16	CUSTODY AND TITLE	30
Section 16.1	Custody	30
Section 16.2	Producer Warranty	31

Section 16.3	Title	31
ARTICLE 17 TAXES; ROYALTIES		31
Section 17.1	Taxes	31
Section 17.2	Royalties	32

ARTICLE 18 MISCELLANEOUS		32
Section 18.1	Rights	32
Section 18.2	Applicable Laws	32
Section 18.3	Governing Law; Jurisdiction	32
Section 18.4	Successors and Assigns	33
Section 18.5	Severability	34
Section 18.6	Confidentiality	34
Section 18.7	Entire Agreement, Amendments and Waiver	35
Section 18.8	Limitation of Liability	35
Section 18.9	Headings	36
Section 18.10	Rights and Remedies	36
Section 18.11	No Partnership	36
Section 18.12	Rules of Construction	36
Section 18.13	No Third Party Beneficiaries	36
Section 18.14	Further Assurances	36
Section 18.15	Counterpart Execution	36
Section 18.16	Memorandum of Agreement	36
Exhibit A	Delivery Points	
Exhibit B	Conflicting Dedications	
Exhibit C	Memorandum of Agreement	
Exhibit D	Excluded Wells	
Exhibit E	Dedication Area	

GAS PROCESSING AGREEMENT

This Gas Processing Agreement (this “*Agreement*”), dated as of [] (the “*Effective Date*”), is by and between **ANTERO RESOURCES CORPORATION**, a Delaware corporation (“*Producer*”), and **ANTERO MIDSTREAM LLC**, a Delaware limited liability company (“*Processor*”). Producer and Processor may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

- A. Producer owns the Dedicated Properties and intends to produce Gas (and/or liquid hydrocarbons) from wells thereon.
- B. [On [], 2014, Producer and Processor entered into an agreement for, among other things, the gathering and compression of Dedicated Gas (the “*Gathering Agreement*”), pursuant to which Processor agrees to redeliver Dedicated Gas to the delivery points set forth in the Gathering Agreement, which include the Receipt Points hereunder.](1)
- C. Producer desires to contract with Processor to provide the Services with respect to Dedicated Gas, and Processor desires to provide the Services to Producer with respect to Dedicated Gas, in each case in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Agreement shall have the respective meanings given to such terms set forth below:

Adequate Assurance of Performance. As defined in Section 13.6(a).

Additional Processing Facilities. As defined in Section 3.3.

Affiliate. Any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. ***Affiliated*** shall have the correlative meaning. The term “control” (including its derivatives and

similar terms) shall mean possessing the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise. Notwithstanding the foregoing, any Person shall be deemed to control any specified Person if such Person owns fifty percent (50%) or more of the voting securities of the specified Person, or if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent

(1) References to the Gathering Agreement will not be needed for any Processing Agreement that relates to Oil and Gas Interests not connected to the gathering system. References have been square bracketed for ease of identification in the event they are to be deleted.

1

(50%) or more of the voting securities of the specified Person and such Person are under common control.

Agreement. As defined in the preamble hereof.

Btu. The amount of heat required to raise the temperature of one pound of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 psia.

Business Day. Any calendar Day that commercial banks in New York City are open for business.

Bypass Gas. Gas delivered by Producer or by a third party to the Plant Receipt Points that is bypassed around the Processing Plant and is therefore not processed.

Bypass Point. A point at the Processing Plant where Gas is redirected to bypass the Processing Plant.

Confidential Information. As defined in Section 18.6(a).

Conflicting Dedication. Any processing agreement or other commitment or arrangement that would require Dedicated Gas to be processed other than at the Processing Plant [and/or would require the resulting Plant Products to be fractionated other than under this Agreement](2).

Contract Year. Each of (i) the period from the Processing Effective Date to the last Day of the Month in which the first anniversary of the Processing Effective Date occurs and (ii) each period of twelve (12) Months thereafter.

CPI. As defined in Section 5.1(b).

Cubic Foot. The volume of Gas in one cubic foot of space at a standard pressure and temperature base of 14.73 psia and 60 degrees Fahrenheit, respectively.

Day. A period commencing at 10:00 a.m., Eastern Standard Time, on a calendar day and ending at 10:00 a.m., Eastern Standard Time, on the next succeeding calendar day. **Daily** shall have the correlative meaning.

Dedicated Gas. All Gas that is attributable to any Dedicated Property (including all Gas attributable to third parties that is produced from a well located on such Dedicated Property) that Producer has the right to control and deliver for processing and that is produced on or after the Processing Effective Date with respect to such Dedicated Property, except for Gas being produced from the wells identified in Exhibit D.

Dedicated Properties. All Oil and Gas Interests now owned or hereafter acquired by Producer and located wholly or partly within the Dedication Area or pooled, unitized or communitized with Oil and Gas Interests located wholly or partly within the Dedication Area, provided that Dedicated Properties shall not include any Oil and Gas Interests that are unitized or

(2) To be deleted if fractionation services are not to be provided under this Agreement.

2

pooled with the properties of third parties that are not Dedicated Properties if Producer is not the operator of such unit.

Dedication Area. The Dedication Area set forth in Exhibit E.

[**Delivery Fee.** As defined in Section 5.1(a)(iii).]

Delivery Point. Each point identified in Exhibit A at which Residue Gas allocated to Producer is delivered to a Downstream Pipeline by Processor, and any additional delivery points that, from time to time after the Effective Date, are added at the request of Producer (at Producer's expense) to permit delivery to Downstream Pipelines.

Design Recoveries. As defined in Section 3.2(a).

Downstream Pipeline. Any Gas pipeline or any facilities of any end-user or local distribution company, in each case downstream of the Processing Plant, into which Residue Gas allocated to Producer is delivered.

Effective Date. As defined in the preamble of this Agreement.

Emissions Charges. As defined in Section 10.4.

Ethane Nomination. As defined in Section 3.4(a).

Ethane Recovery Mode. The operation of the Processing Plant in such a way as to maximize the recovery and delivery of ethane from Producer Gas.

Ethane Rejection Mode. The operation of the Processing Plant in such a way as to minimize the recovery and delivery of ethane from Producer Gas, subject to the minimum ethane recovery rate required to meet the then-applicable Residue Gas specifications of the Downstream Pipelines.

Fees. Together, the Processing Fee, [the Delivery Fee], [the Fractionation Fee] and [the Marketing Fee].

Firm Capacity. The volume of Producer's Gas delivered to the Receipt Points that is entitled to Firm Service, as designated in Section 2.5, together with any Increased Capacity that is added to the Firm Capacity in accordance with Section 3.3.

Firm Service. Services that are accorded the highest priority in the Processing Plant with respect to capacity allocations, interruptions, or curtailments, specifically including (i) the Services provided to Producer hereunder with respect to Producer's Firm Capacity and (ii) services to any Person for which Processor is contractually obligated to give the highest priority.

Force Majeure. As defined in Section 14.2.

[**Fractionated Products.** Finished liquid products fractionated from the undifferentiated stream of Plant Products extracted in the Processing Plant, including ethane, propane, isobutane, normal butane and natural gasoline.]

[**Fractionation Fee.** As defined in Section 5.1(a)(ii).]

Fuel. Gas and electric power used in the operation of the Processing Plant.

Gallon. One U.S. gallon, which is equal to 231 cubic inches.

Gas. Any mixture of gaseous hydrocarbons, consisting essentially of methane and heavier hydrocarbons and inert and noncombustible gases, that is extracted from beneath the surface of the earth.

Gas Quality Specifications. As defined in Section 10.1.

[**Gathering Agreement.** As defined in the recitals.]

[**Gathering Receipt Point.** Each "Receipt Point" as defined in the Gathering Agreement.]

Gross Heating Value. The number of Btus produced by the complete combustion in air, at a constant pressure, of one Cubic Foot of Gas when the products of combustion are cooled to the initial temperature of the Gas and air and all water formed by combustion is condensed to the liquid state.

Governmental Authority. Any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

Imbalance. As defined in Section 9.3.

Increased Capacity. As defined in Section 3.3.

Index Price. For Gas produced from the Marcellus formation in West Virginia, the "Midpoint Average" price published in Platt's Gas Daily Price Guide for "Columbia Gas/Appalachia". For Gas produced from the Utica formation in Ohio, the "Midpoint Average" price published in Platt's Gas Daily Price Guide for "Texas Eastern M-2 Receipts". For other Gas production, an index price determined by Producer and reasonably acceptable to Processor based on where such Gas production is being sold, or, if no appropriate index is available, a price based on a netback calculation determined by Producer and reasonably acceptable to Processor.

Interruptible Gas. Gas that is accorded the lowest priority in the Processing Plant with respect to capacity allocations, interruptions, or curtailments. In accordance with Section 7.4, Interruptible Gas will be the first Gas removed from the Processing Plant in the event of an interruption or curtailment.

Interruptible Gas Plant Receipt Points. As defined in Section 6.3(a).

Lost and Unaccounted For Gas. Gas received into the Processing Plant that is released or lost through piping, equipment, operations, or measurement losses or inaccuracies or that is vented, flared or lost in connection with the operation of the Processing Plant.

Made Available for Delivery. In connection with deliveries of Dedicated Gas under this Agreement, Dedicated Gas that meets the Gas Quality Specifications and is unable to be delivered to the applicable point as a result of Processor's failure to perform its obligations under this Agreement [or the Gathering Agreement].

Maintenance. As defined in Section 7.3.

[**Marketing Fee.** As defined in Section 5.1(a)(iv).]

Mcf. One thousand (1,000) Cubic Feet.

Measurement Facilities. Any facility or equipment used to measure the volume of Gas, which may include meter tubes, recording devices, communication equipment, buildings and barriers.

Minimum Processing Volume Commitment. With respect to each of the first ten Contract Years, a volume of Dedicated Gas per Day, stated in MMcf, equal to 75% of the nameplate processing capacity of the Processing Plant from time to time (without taking into account any limitations to such processing capacity as a result of Maintenance or Force Majeure). If there is any Increased Capacity pursuant to Section 3.3, the Minimum Processing Volume Commitment will be increased by a volume of Dedicated Gas per Day, stated in MMcf, equal to 75% of such Increased Capacity with respect to the period from the date the Additional Processing Facilities are first placed in service by Processor through the end of the Contract Year in which such Additional Processing Facilities were placed in service and with respect to each of the ten following Contract Years.

MMBtu. One million (1,000,000) Btus.

MMcf. One million (1,000,000) Cubic Feet.

Monitoring Services Provider. As defined in Section 11.9(a).

Month. A period commencing at 10:00 a.m., Eastern Standard Time, on the first Day of a calendar month and extending until 10:00 a.m., Eastern Standard Time, on the first Day of the next succeeding calendar month. **Monthly** shall have the correlative meaning.

[**Net Sales Price.** A price per gallon of each individual Fractionated Product exchanged for Plant Products allocated to Producer in accordance with this Agreement, which shall be the weighted average net price per gallon received by Processor for the total volume of each individual Fractionated Product sold to third parties who are not Affiliates of Processor during the relevant Month at the Fractionation Plant. To determine the Net Sales Price, Processor shall deduct from the actual gross sales prices of such Fractionated Products the out-of-pocket costs]

and expenses related to the Services provided under this Agreement in respect of the fractionation, transportation and sale of such Fractionated Products, including fuel, tank car rentals, Taxes (excluding income taxes), offsite storage, and other costs and expenses, in each case, paid to any Person on arm's length terms (or, in the case of Taxes, to a taxing authority pursuant to applicable law), to determine a net price (FOB the Processing Plant or netted back to the Processing Plant, as applicable) for such sale.]

Nomination. As defined in Section 9.2.

Oil and Gas Interests. Oil and gas leasehold interests and oil and gas mineral fee interests, including working interests, overriding royalty interests, net profits interests, carried interests, and similar rights and interests.

Parties. As defined in the preamble of this Agreement.

Party. As defined in the preamble of this Agreement.

Person. An individual, a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, a trust, an unincorporated organization, or any other entity or organization, including a Governmental Authority.

Plant Delivery Point. Each point at which Processor redelivers Residue Gas from the Processing Plant to or for the account of customers, including the Delivery Points.

Plant Products. Propane, ethane, iso-butane, normal butane, iso-pentane, normal pentane, hexanes plus, any other liquid hydrocarbon product except for a liquefied methane product, or any mixtures thereof, and any incidental methane and incidental ethane included in any Plant Products, which are separated, extracted, recovered or condensed, and saved, from Gas processed in the Processing

Plant.

Plant Products Delivery Point. [The point at or downstream of the Processing Plant at which Plant Products are delivered to Producer] OR [The point downstream of any de-ethanizer or fractionation plant at which Fractionated Products are redelivered to Processor immediately prior to such Fractionated Products being delivered to the purchaser thereof](3).

Plant Receipt Point. Each point where Gas first enters the Processing Plant, including the Receipt Points.

Plant Site. As defined in Section 3.2(c).

Processing Effective Date. The date on which the Processing Plant has been constructed and made operational and is capable of operating at the design capacity and Design Recoveries specified in Section 3.2(a).

Processing Fee. As defined in Section 5.1(a)(i).

(3) The appropriate definition will depend upon whether or not fractionation services are to be provided under this Agreement.

6

Processing Plant. The Gas processing facilities to be installed and constructed by Processor at the Plant Site, including, to the extent installed, cryogenic, refrigeration and chilling equipment, absorption vessels, product separation and fractionation vessels, product storage vessels, associated condensing, heating, compressing, pumping, conveying, dehydration and other equipment, instrumentation, and recompression and refrigeration compression facilities, and all related structures; the Residue Gas pipelines to the Plant Delivery Points and the associated interconnections; and all easements, rights-of-way, and other property rights on which any of the foregoing facilities are located; in each case wherever located.

Processor. As defined in the preamble of this Agreement.

Producer. As defined in the preamble of this Agreement.

Producer Gas. Dedicated Gas delivered to the Receipt Points pursuant to this Agreement.

Producer Plant Products. That portion of the Plant Products allocated to the Producer in accordance with Section 6.4.

Producer Residue Gas. Residue Gas allocated to Producer under this Agreement.

Producer's GHG Emissions. As defined in Section 10.4.

psia. Pounds per square inch, absolute.

psig. Pounds per square inch, gauge.

Receipt Point. The inlet flange of Processor's facilities at each point at the Processing Plant where Producer[, Processor (in its capacity as Gatherer under the Gathering Agreement)] or a third party gathering Producer's Gas delivers Producer's Gas to the Processing Plant.

Remote Monitoring Data. As defined in Section 11.9(a).

Required Processing Effective Date. As defined in Section 3.2(d).

Residue Gas. That portion of the Gas delivered to the Plant Receipt Points that remains after processing at the Processing Plant (if processed) and after Fuel and Lost and Unaccounted For Gas, including Bypass Gas.

Services. As defined in Section 3.1.

Shortfall Period. As defined in Section 2.5.

Taxes. All gross production, severance, conservation, ad valorem and similar or other taxes measured by or based upon production, together with all taxes on the right or privilege of ownership of Gas, or upon the Services, including gathering, transportation, handling, transmission, compression, processing, treating, conditioning, distribution, sale, use, receipt, delivery or redelivery of Gas, Residue Gas or Plant Products, including, without limitation, gross

7

receipts taxes, and including all of the foregoing now existing or in the future imposed or promulgated.

Theoretical Gallons. The number of Gallons of Plant Products in Gas at any particular point determined by Processor using

generally-accepted industry standards utilizing chromatograph analysis taken on Gas samples from the relevant point.

Thermal Content. For Gas, the product of (i) a volume of Gas in Cubic Feet and (ii) the Gross Heating Value of such Gas, as expressed in MMBtus. For [any Plant Product] OR [Plant Products], the product of (i) a volume of [such Plant Product] OR [the Plant Products] in Gallons and (ii) the Gross Heating Value per Gallon determined in accordance with the GPA 2145-09 Table of Physical Properties for Hydrocarbons and GPA 8173 Method for Converting Mass of Natural Gas Liquids and Vapors to Equivalent Liquid Volumes, in each case as revised from time to time.

Third Party Gas. Gas produced by Persons other than Producer and not considered Dedicated Gas hereunder.

Water Services Agreement. That certain water services agreement dated [] made by and between Producer and Processor.

ARTICLE 2 PRODUCER COMMITMENTS

Section 2.1 Producer's Dedication. Subject to Section 2.2 through Section 2.4, (a) Producer exclusively dedicates and commits to deliver to Processor, as and when produced, all Dedicated Gas, up to the amount of Producer's then-current Firm Capacity, for processing under this Agreement[, including the fractionation and marketing of the Plant Products extracted from such Dedicated Gas,] and (b) Producer agrees not to deliver any Dedicated Gas to any processing plant other than the Processing Plant.

Section 2.2 Conflicting Dedications. Producer shall have the right to comply with each of the Conflicting Dedications set forth in Exhibit B hereto and any other Conflicting Dedication entered into by a non-Affiliated predecessor in interest to Producer that is applicable as of the date of acquisition thereof to any Dedicated Property acquired after the Effective Date (but not any entered into in connection with such acquisition); provided, however, that Producer shall have the right to comply with Conflicting Dedications only until the first Day of the Month following the termination of such Conflicting Dedication and shall not take any voluntary action (including the exercise of any right to extend) to extend the term of such Conflicting Dedication beyond the minimum term provided for in the document evidencing such Conflicting Dedication. Producer represents that, except as set forth in Exhibit B, Dedicated Gas is not as of the Effective Date subject to any Conflicting Dedication. If Dedicated Gas produced from a well on a well pad is subject to a Conflicting Dedication that Producer has the right to comply with under this Section 2.2, Producer has the right, in complying with such Conflicting Dedication, to deliver all Dedicated Gas from such well pad in accordance with the Conflicting Dedication, even if all wells on such well pad are not subject to such Conflicting Dedication.

8

Section 2.3 Producer's Reservations. Producer reserves the following rights with respect to Dedicated Gas for itself and for the operator of the relevant Dedicated Properties: (a) to operate wells producing Dedicated Gas as a reasonably prudent operator in its sole discretion, including the right, but never the obligation, to drill new wells, to repair and rework old wells, to renew or extend, in whole or in part, any Oil and Gas Interest covering any of the Dedicated Properties, and to cease production from or abandon any well or surrender any such Oil and Gas Interest, in whole or in part, when no longer deemed by Producer to be capable of producing Gas in paying quantities under normal methods of operation; (b) to use Dedicated Gas for operations (including reservoir pressure maintenance and drilling or fractionation fuel); (c) to deliver or furnish to Producer's lessors and holders of other existing similar burdens on production such Gas and other production as is required to satisfy the terms of the applicable leases or other applicable instruments; and (d) to pool, communitize, or unitize Producer's Oil and Gas Interests with respect to Dedicated Gas, provided that the Producer's share of Gas produced from such pooled, communitized, or unitized Oil and Gas Interests shall be committed and dedicated to this Agreement.

Section 2.4 Covenant Running with the Land. The dedication and commitment made by Producer under this Article 2 is a covenant running with the land. For the avoidance of doubt and in addition to that which is provided in Section 18.4, in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dedicated Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state. Notwithstanding the foregoing, Producer shall be permitted to sell, transfer, convey, assign, grant, or otherwise dispose of Dedicated Properties free of the dedication hereunder in a sale or other disposition in which a number of net acres of Dedicated Properties that, when added to the total of net acres of Dedicated Properties theretofore and, where applicable, simultaneously disposed of free of dedication hereunder pursuant to this Section 2.4, does not exceed the aggregate number of net acres of Dedicated Properties acquired by Producer after the Effective Date, including in a transaction in which Dedicated Properties are exchanged for other properties located in the Dedication Area that would be subject to dedication hereunder. At the request of Processor, the Parties shall execute and record an amendment to the memorandum of this Agreement previously entered into, as provided in Section 18.16, to reflect additions to the Dedicated Properties.

Section 2.5 Firm Capacity. As of the Processing Effective Date, Producer shall have Firm Capacity of [] MMcf per Day. If, during any period of six (6) consecutive Months at any time after the Processing Effective Date, Producer fails to deliver to the Receipt Points, on average during such six (6) Month period (the "**Shortfall Period**"), a volume of Producer Gas per Day equal to at least [75]% of Producer's then-effective Firm Capacity, then Producer's Firm Capacity shall be reduced by the amount by which Producer's Firm Capacity exceeds the volume per Day, on average in the relevant Shortfall Period, of Producer Gas delivered to the Receipt Points. Such reduction shall remain effective for the remainder of the term of this Agreement, subject to any subsequent reductions pursuant to this Section 2.6. [Notwithstanding the foregoing provisions of this Section 2.5, the Firm Capacity of Producer shall not be reduced pursuant to this Section 2.5 to the extent that such reduction would cause the Firm Capacity of Producer to fall below (i) [125]% of the Minimum Processing Volume Commitment applicable from time to time, if any or (ii) if no Minimum Processing Volume Commitment is applicable at the relevant

time, [110]% of average Daily deliveries of Producer Gas delivered hereunder during the applicable Shortfall Period.]

ARTICLE 3 SERVICES

Section 3.1 Processor Service Commitment. Subject to and in accordance with the terms and conditions of this Agreement, Processor commits to providing the following services (collectively, the “*Services*”) to Producer, commencing on the Processing Effective Date:

(a) receive, or cause to be received, from or for the account of Producer, at the Receipt Points, all Dedicated Gas tendered by Producer;

(b) either process such Dedicated Gas at the Processing Plant or, as permitted by Section 7.6 or Section 10.2, bypass such Dedicated Gas around the Processing Plant and, in either case, redeliver Residue Gas to Producer, or for Producer’s account, at the Delivery Points nominated by Producer in accordance with Section 9.2;

(c) [deliver to Producer the Plant Products at the Plant Products Delivery Point] OR [exchange the unfractionated Plant Products available at the tailgate of the Processing Plant for Fractionated Products allocated to Producer at the Plant Products Delivery Point in accordance with Section 3.5; and](4)

(d) [market such Fractionated Products for the account of Producer, deliver Fractionated Products exchanged in accordance with paragraph (c) above to the purchaser thereof at the Plant Products Delivery Point, and pay Producer the net sales proceeds of such Fractionated Products, in each case in accordance with Section 3.5].

Section 3.2 Processing Plant. Processor hereby agrees as follows with respect to the Processing Plant.

(a) Processor shall design, engineer, procure, construct and install the Processing Plant, or shall procure the same, and shall use commercially reasonable efforts to construct and install the Processing Plant as soon as is practicable under the circumstances that, from time to time, may exist. After the Processing Effective Date, the Processing Plant will have processing capacity of at least [] MMcf per day with design recoveries (“*Design Recoveries*”) as follows:

<u>Design Plant Recovery</u>	<u>When Operating in Ethane Rejection Mode</u>	<u>When Operating in Ethane Recovery Mode</u>
Helium	0.0 %	0.0 %
CO2 - Carbon Dioxide	0.0 %	0.0 %
N2 - Nitrogen	0.0 %	0.0 %
H2S - Hydrogen Sulfide	0.0 %	0.0 %
C1 - Methane	0.0 %	0.0 %
C2 - Ethane	2.0 %	85.0 %
C3 - Propane	90.0 %	98.0 %
IC4 - Isobutane	98.0 %	99.5 %
NC4 - Normal Butane	99.5 %	99.8 %
C5+ - Natural Gasoline	99.9 %	99.9 %

(4) The appropriate description will depend upon whether or not fractionation services are to be provided under this Agreement.

(b) The Processing Plant shall include the installation, at Processor’s cost, of a residue gas pipeline for redelivery of the Residue Gas to the Delivery Points set forth on Exhibit A attached hereto.

(c) The Processing Plant will be constructed at a site to be determined by Processor that is reasonably acceptable to Producer (the “*Plant Site*”). The Plant Site may be acquired in fee or under a site lease or other form of interest as is reasonably acceptable to Processor. The Plant Site will reserve in favor of Producer, for the use of Producer and its contractors [(including the Gatherer under the Gathering Agreement)] and their respective successors and assigns, appropriate fee parcels, easements or other surface and underground rights sufficient for Producer and such contractors to construct, locate, and operate the inlet facilities required for the delivery of Producer’s Gas to the Processing Plant at the Receipt Points, including, but not limited to, inlet slug catchers, pig receivers, and compression facilities.

(d) If the Processing Effective Date has not occurred by the end of twenty-one (21) months after the Effective Date (the “*Required Processing Effective Date*”), and such delay is not due to Force Majeure, then after the Processing Effective Date occurs, Processor will not charge Producer any of the Fees for a number of Days equal to the number of Days following the Required Processing Effective Date until the Processing Effective Date, but only with respect to those volumes of Producer’s Gas up to its Firm Capacity that were not processed at the Processing Plant as Interruptible Gas during such delay period. The remedy described above shall be Producer’s sole and exclusive remedy for any such delay.

Section 3.3 Expansion of Processing Plant. If Producer determines at any time or from time to time that it requires capacity at the Processing Plant in excess of its then-existing Firm Capacity (“**Increased Capacity**”), Producer will provide written notice to Processor of its Increased Capacity requirements at least eighteen (18) months in advance. Producer shall reasonably demonstrate to Processor Producer’s drilling plans to support the amount of Increased Capacity. If Processor desires to provide such Increased Capacity on the terms and conditions set forth in this Agreement, Processor will notify Producer that it will so provide such Increased Capacity on or before the 60th Day after Producer’s notice of such Increased Capacity, and Processor will design the expanded or new processing facilities at the Processing Plant (“**Additional Processing Facilities**”) to meet Producer’s Increased Capacity requirements. Following the completion of the Additional Processing Facilities, Producer will have Firm Capacity in respect of the Increased Capacity in such Additional Processing Facilities so requested by Producer pursuant to this Section 3.3. If Processor does not notify Producer, on or before the 60th Day after Producer’s notice to Processor of Producer’s Increased Capacity requirements, that Processor will provide such Increased Capacity on the terms and conditions set forth in this Agreement, Dedicated Gas up to a Daily volume equal to such Increased Capacity shall be released from Producer’s commitments under Article 2, and Producer shall be free to commit and deliver such volume of Dedicated Gas to a third party for processing,

fractionation, and marketing. If the Additional Processing Facilities are not completed by the end of eighteen (18) months after the notice provided by Producer of its Increased Capacity Requirements, and such delay is not due to Force Majeure, then after the Additional Processing Facilities are completed, Processor will not charge Producer any of the Fees for a number of Days equal to the number of Days of such delay, but only with respect to those volumes of Producer’s Gas up to its Firm Capacity that were not processed at the Processing Plant as Interruptible Gas during such delay period. The remedy described above shall be Producer’s sole and exclusive remedy for any such delay.

Section 3.4 Ethane Nomination. From the Processing Effective Date:

- (a) At least one (1) Business Day prior to the date on which any ethane pipeline or other receiving transporter or purchaser requires monthly nominations to be submitted in respect of a Month, Producer shall provide written notice to Processor (each, an “**Ethane Nomination**”), which shall either (x) direct Processor to operate the Processing Plant in Ethane Recovery Mode during such Month or (y) direct Processor to operate the Processing Plant in Ethane Rejection Mode during such Month.
- (b) If Producer fails to deliver an Ethane Nomination within the time required, Producer shall be deemed to have delivered an Ethane Nomination directing Processor to operate the Processing Plant in Ethane Rejection Mode.
- (c) Despite an Ethane Nomination directing Processor to operate the Processing Plant in Ethane Recovery Mode, Processor may instead continue to operate the Processing Plant in Ethane Rejection Mode and deliver to Producer the volume of ethane that would have been allocable to Producer had the Processing Plant been operated in Ethane Recovery Mode. Such ethane shall be delivered by Processor from other sources or supplies of ethane in lieu of recovering the ethane from Producer’s Gas. In the case where an Ethane Nomination requires Ethane Recovery Mode and Processor continues to operate in Ethane Rejection Mode, during such period Producer shall be allocated Plant Products (other than ethane) on the basis of the Design Recoveries for operating in Ethane Recovery Mode, and the allocation of Residue Gas to Producer shall be determined taking into account the Thermal Content resulting from the application of such Design Recoveries.

Section 3.5 [Exchange and Marketing of Fractionated Plant Products.]

(a) [Subject to and in accordance with the terms and conditions of this Agreement, commencing on the Processing Effective Date, Processor (i) shall exchange all Plant Products allocated to Producer in accordance with Article 6 for Fractionated Products based on the volume and composition of Plant Products allocated to Producer in accordance with Article 6, (ii) shall market, as Producer’s agent, such Fractionated Products in accordance with the terms of this Section 3.5, and (iii) shall pay Producer, in respect of each Month, one hundred percent (100%) of the Net Sales Price for such Fractionated Products multiplied by the number of Gallons of Fractionated Products sold during such Month. Producer hereby designates Processor as its agent for the purpose of marketing, selling and transporting for sale the Fractionated Products.

(b) If for any reason at any time Processor is unable to fully exchange Fractionated Products for all the Plant Products allocated to Producer in accordance with Article 6, then any products delivered at the Plant Products Delivery Point that do not constitute Fractionated Products will be marketed and sold in accordance with this Agreement and consistent with the provisions governing the marketing and sale of Fractionated Products; provided that, Processor shall use commercially reasonable efforts, taking into account the additional costs of storing, transporting and/or fractionating such other products and the then-current differential between market prices of the individual components thereof and the sale of such products as a mixed stream of natural gas liquids, to utilize substitute means of fractionating the Plant Products allocated to Producer for the ultimate sale of components thereof or store any such other products exchanged therefor until fractionation is possible.]

ARTICLE 4 TERM

Section 4.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated earlier by mutual

agreement of the Parties, shall continue in effect until the twentieth (20th) anniversary of the Effective Date and from year to year thereafter (with the initial term of this Agreement deemed extended for each of any such additional year) until such time as this Agreement is terminated, effective upon an anniversary of the Effective Date, by notice from either Party to the other Party on or before the one hundred eightieth (180th) Day prior to such anniversary.

ARTICLE 5 FEES AND CONSIDERATION

Section 5.1 Fees.

(a) Subject to the other provisions of this Agreement, including Section 5.1(d), and commencing on the Processing Effective Date, Producer shall pay Processor in respect of each Month (or partial Month) from and after the Processing Effective Date in accordance with the terms of this Agreement, for all Services provided by Processor under this Agreement during such period, an amount equal to the sum of the following:

(i) The product of (A) the aggregate volume of Gas, stated in Mcf, received by Processor from Producer or for Producer's account at each Receipt Point during such period (excluding Bypass Gas) multiplied by (B) \$[] (as may be increased or decreased in accordance with Section 5.1(b), the "*Processing Fee*");

(ii) [The product of (A) the aggregate volume of Producer Plant Products, stated in Gallons, allocated to Producer under this Agreement with respect to such period multiplied by (B) \$[] (as may be increased or decreased in accordance with Section 5.1(b), the "*Fractionation Fee*");]

(iii) [The product of (A) the aggregate volume of Producer Plant Products, stated in Gallons, allocated to Producer under this Agreement with respect to such period multiplied by (B) \$[] (as may be increased or decreased in accordance with Section 5.1(b), the "*Delivery Fee*"); and]

13

(iv) [The product of (A) the aggregate volume of Producer Plant Products, stated in Gallons, sold by Processor on behalf of Producer under this Agreement during such period multiplied by (B) \$[] (as may be increased or decreased in accordance with Section 5.1(b), the "*Marketing Fee*").]

(b) After each of the first five (5) Contract Years, one hundred percent (100%), and after the sixth (6th) Contract Year and each Contract Year thereafter, fifty-five percent (55%), of each of the Fees shall be adjusted up or down on an annual basis in proportion to the percentage change, from the preceding year, in the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics ("*CPI*"). Such adjustment shall be made effective upon the first Day of the relevant Contract Year, and shall reflect the percentage change in the CPI as it existed for June of the preceding Contract Year from the CPI for the second immediately preceding June; *provided, however*, that the Fees shall never be less than the initial fees stated in Section 5.1(a); nor shall any Fees be increased or decreased by more than 3% in any given Contract Year.

(c) Subject to the other provisions of this Agreement, including Section 5.1(d), Producer shall pay Processor the actual cost of electricity used as Fuel and allocated to Producer in accordance with Section 6.2.

(d) Notwithstanding the foregoing provisions of this Section 5.1, regardless of whether Producer utilize any portion of its Firm Capacity, with respect to any Contract Year in which there is a Minimum Processing Volume Commitment, Producer shall pay to Processor, on or before the 30th Day after receipt of Processor's invoice therefor (which shall be delivered not more than sixty (60) Days after the end of the relevant Contract Year), an amount equal to the excess, if any, of:

(i) the sum of (A) the Minimum Processing Volume Commitment for such Contract Year multiplied by the Processing Fee for such Contract Year[, plus (B) the sum of the Fractionation Fee, the Delivery Fee, and the Marketing Fee that Processor would earn on the volumes of Plant Products extracted from the Minimum Processing Volume Commitment for such Contract Year, based on the Design Recoveries] over

(ii) the sum of (X) the aggregate amount of Fees paid with respect such Contract Year and (Y) the sum of (1) the product of the Processing Fee in effect for such Contract Year multiplied by the aggregate of the volumes of Dedicated Gas, stated in Mcf, Made Available for Delivery by Producer at each Receipt Point during such Contract Year[, plus (2) the Fractionation Fee, the Delivery Fee, and the Marketing Fee that Processor would have earned on the volumes of Plant Products extracted from the volumes of Dedicated Gas so Made Available for Delivery, based on Design Recoveries].

ARTICLE 6 ALLOCATIONS

The allocations set forth in this Article 6 shall be made by Processor on a Monthly basis.

14

Section 6.1 Allocation of Lost and Unaccounted For Gas.

(a) Total Lost and Unaccounted For Gas with respect to the Processing Plant in respect of each Month shall be determined by subtracting from the total Thermal Content of Gas received at all Plant Receipt Points during such Month the sum of (i) the Thermal Content of Residue Gas actually delivered to all Plant Delivery Points during such Month, (ii) the Thermal Content of Plant Products actually delivered to the Plant Products Delivery Point during such Month, and (iii) the Thermal Content of Gas used for Fuel at the Processing Plant, if any, during such Month.

(b) Thermal Content of Lost and Unaccounted For Gas shall be allocated to each Plant Receipt Point on a pro rata basis, based upon a fraction, the numerator of which is the total Thermal Content of Gas measured at such Plant Receipt Point during the relevant Month (less all Bypass Gas attributable to such Plant Receipt Point), and the denominator of which is the total Thermal Content of Gas measured at all Plant Receipt Points (less the total of all Bypass Gas) during such Month.

(c) [Thermal Content of Lost and Unaccounted For Gas that has been allocated to a Receipt Point in accordance with paragraph (b) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the total Thermal Content of Gas measured at such Gathering Receipt Point during the relevant Month, and the denominator of which is the total Thermal Content of Gas measured at all Gathering Receipt Points during such Month.]

Section 6.2 Allocation of Fuel.

(a) Total Fuel shall be determined based on actual measurements of Fuel consumption.

(b) Fuel (including Gas used as Fuel and the cost of electricity used as Fuel) shall be allocated to each Plant Receipt Point on a pro rata basis, based upon a fraction, the numerator of which is the total volume of Gas (in Mcf) measured at such Plant Receipt Point during the relevant Month (less all Bypass Gas attributable to such Plant Receipt Point), and the denominator of which is the total volume of Gas (in Mcf) measured at all Plant Receipt Points (less the total of all Bypass Gas) during such Month.

(c) [Fuel that has been allocated to a Receipt Point in accordance with paragraph (b) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the total volume of Gas (in Mcf) measured at such Gathering Receipt Point during the relevant Month, and the denominator of which is the total volume of Gas (in Mcf) measured at all Gathering Receipt Points during such Month.]

Section 6.3 Allocation of Bypass Gas. Thermal Content of Bypass Gas bypassed at any Bypass Point during a Month shall be allocated to each Plant Receipt Point upstream of the relevant Bypass Point as follows:

(a) First, by allocation on a pro rata basis among all Plant Receipt Points (upstream of the relevant Bypass Point) at which Interruptible Gas was delivered (together, the “*Interruptible Gas Plant Receipt Points*”) during the relevant Month (based on a fraction, the numerator of which is the Thermal Content of Gas received at the relevant Interruptible Gas

Plant Receipt Point during the relevant Month, and the denominator of which is the Thermal Content of all Gas delivered at all Interruptible Gas Plant Receipt Points during such Month), to a maximum amount (in Thermal Content) for each such Interruptible Gas Receipt Point equal to the Thermal Content of the total Interruptible Gas received at such Interruptible Gas Plant Receipt Point during such Month.

(b) Secondly, to the extent of any remaining Bypass Gas after the allocation set forth in paragraph (a) above, on a pro rata basis among all Plant Receipt Points (upstream of the relevant Bypass Point) at which any Gas was delivered during the relevant Month (based on a fraction, the numerator of which is the Thermal Content of Gas received at the relevant Plant Receipt Point during the relevant Month, and the denominator of which is the Thermal Content of all Gas delivered at all Plant Receipt Points upstream of the relevant Bypass Point during such Month), to a maximum amount (in Thermal Content) for each such Plant Receipt Point equal to the total Thermal Content of all Gas entitled to Firm Service that was received at such Plant Receipt Point during such Month.

(c) [Thermal Content of Bypass Gas that has been allocated to a Receipt Point in accordance with paragraphs (a) and (b) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Thermal Content of Gas measured at such Gathering Receipt Point during the relevant Month, and the denominator of which is the total Thermal Content of Gas measured at all Gathering Receipt Points during such Month.]

Section 6.4 Allocation of Plant Products.

(a) The volume (in Gallons) of [each Plant Product] OR [the Plant Products](5) at the Plant Products Delivery Point shall be allocated to each Plant Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Theoretical Gallons of the [relevant Plant Product] OR [Plant Products] contained in the Gas received at such Plant Receipt Point during the relevant Month (such Gas measurement being calculated minus any Bypass Gas, Fuel and Lost and Unaccounted For Gas allocated to such Plant Receipt Point in accordance with this Agreement), and the denominator of which is the Theoretical Gallons of the [relevant Plant Product] OR [Plant Products] contained in the Gas received at all Plant Receipt Points during such Month (such Gas measurement being calculated minus any Bypass Gas, Fuel and Lost and Unaccounted For Gas allocated to such Plant Receipt Point in accordance with this Agreement).

(b) [The volume (in Gallons) of [each Plant Product] OR [the Plant Products] that has been allocated to a Receipt

Point in accordance with paragraph (a) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Theoretical Gallons of the [relevant Plant Product] OR [Plant Products] contained in the Gas measured at such Gathering Receipt Point during the relevant Month (less the volume of fuel and lost and unaccounted for Gas allocated to such Gathering Receipt Point in accordance with the Gathering Agreement in respect of such Month), and the denominator of which is the Theoretical Gallons of the [relevant Plant Product] OR [Plant Products] contained in the Gas

(5) The appropriate wording will depend on whether Processor is to provide fractionation services under this Agreement.

16

measured at all Gathering Receipt Points during the relevant Month (less the volume of all fuel and lost and unaccounted for Gas allocated to all Gathering Receipt Points in accordance with the Gathering Agreement).]

Section 6.5 Allocation of Residue Gas.

(a) Thermal Content of Residue Gas available for redelivery at the Delivery Points shall be allocated to each Plant Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Thermal Content of the Gas received at such Plant Receipt Point during the relevant Month (less the Thermal Content of the Bypass Gas, Plant Products, Fuel and Lost and Unaccounted For Gas allocated to such Plant Receipt Point in accordance with this Agreement), and the denominator of which is the Thermal Content of all Gas delivered at all Plant Receipt Points during such Month (less the Thermal Content of all Bypass Gas, Plant Products, Fuel and Lost and Unaccounted For Gas in respect of such Month).

(b) [Thermal Content of Residue Gas that has been allocated to a Receipt Point in accordance with paragraph (a) above shall be allocated to each Gathering Receipt Point on a pro rata basis, based on a fraction, the numerator of which is the Thermal Content of Gas measured at such Gathering Receipt Point during the relevant Month (less the Thermal Content of fuel and lost and unaccounted for Gas allocated to such Gathering Receipt Point in accordance with the Gathering Agreement in respect of such Month), and the denominator of which is the total Thermal Content of Gas measured at all Gathering Receipt Points during such Month (less the Thermal Content of all fuel and lost and unaccounted for Gas allocated to all Gathering Receipt Points in accordance with the Gathering Agreement).]

Section 6.6 [Gathering System Measurement Information]. [Producer shall direct the gatherer under the Gathering Agreement to provide to Processor such measurement and allocation information as Processor may request to permit Processor to allocate Lost and Unaccounted For Gas, Fuel, Residue Gas, Bypass Gas and Plant Products to the Gathering Receipt Points in accordance with this Section 6.6.]

ARTICLE 7
CERTAIN RIGHTS AND OBLIGATIONS OF PARTIES

Section 7.1 Processing Rights. Producer shall cause the Producer Gas delivered to the Processing Plant not to have been, before delivery, processed for the extraction of Plant Products and other valuable components. Nothing in this Section 7.1 shall limit the right of Producer or any other Person to dehydrate Gas or to treat Gas for the removal of carbon dioxide or hydrogen sulfide.

Section 7.2 Operational Control of Processor's Facilities. Processor shall design, construct, own, operate, and maintain the Processing Plant at its sole cost and risk. Processor shall be entitled to full and complete operational control of its facilities and shall be entitled to schedule deliveries and to operate and reconfigure its facilities in a manner consistent with its obligations under this Agreement.

Section 7.3 Maintenance. Processor shall be entitled, without liability, to interrupt its performance hereunder to perform necessary or desirable inspections, pigging, maintenance,

17

testing, alterations, modifications, expansions, connections, repairs or replacements to its facilities as Processor deems necessary ("**Maintenance**"), with reasonable notice provided to Producer, except in cases of emergency where such notice is impracticable or in cases where the operations of Producer will not be affected. Before the beginning of each calendar year, Processor shall provide Producer in writing with a projected schedule of the Maintenance to be performed during the year and the anticipated date of such Maintenance. On or before the 10th Day before the end of each Month, Processor shall provide Producer with its projected maintenance schedule for the following Month.

Section 7.4 Firm Capacity; Capacity Allocations at the Processing Plant. Subject to the capacity allocations set forth in this Section 7.4, Processor has the right to contract with other Persons for the processing of Third Party Gas at the Processing Plant, including by providing such Persons with Firm Service[, so long as the aggregate amount of Producer's Firm Capacity and all Third Party Gas entitled to Firm Service does not, together, exceed the total processing capacity of the Processing Plant]. If the processing capacity at the Processing Plant is limited at any particular time, including for reasons of Maintenance or Force Majeure, then Processor shall interrupt or curtail receipts of Gas in accordance with the following:

(a) *First*, Processor shall curtail all Interruptible Gas prior to curtailing Gas that is entitled to Firm Service.

(b) *Second*, if additional curtailments are required beyond Section 7.4(a) above, Processor shall curtail Gas that is entitled to Firm Service. In the event Processor curtails some, but not all such Gas on a particular Day, Processor shall allocate the capacity of the Processing Plant on a pro rata basis based upon the average of the Producer's and the other Firm Service producers' confirmed nominations for the previous fourteen (14) Day period (in respect of their Firm Service entitlements) prior to the event causing the curtailment.

Section 7.5 Arrangements After Redelivery. It shall be Producer's obligation to make any required arrangements with other parties for delivery of Producer's Gas to the Receipt Points and removal of Residue Gas following delivery by Processor at the Delivery Points.

Section 7.6 Bypass Gas. Subject always to Section 7.4, during any period when (i) all or any portion of the Processing Plant is shut down because of mechanical failure, Maintenance, operating conditions outside of the design parameters of the Processing Plant, or Force Majeure, (ii) Producer's Gas Made Available for Delivery, together with Third Party Gas delivered to the Processing Plant, exceeds the capacity of the Processing Plant, or (iii) Processor determines reasonably and in good faith that the operation of all or any portion of the Processing Plant will cause injury or harm to Persons or property or to the integrity of the Processing Plant, Processor may, if the relevant Downstream Pipelines are willing to take unprocessed Gas, elect to bypass Producer's Gas around the Processing Plant, in which case such Producer's Gas shall be Bypass Gas in respect of which Processor's obligations under Section 10.3 will not apply.

18

ARTICLE 8 PRESSURES AT RECEIPT POINTS AND DELIVERY POINTS

Section 8.1 Pressure at Receipt Points. Producer shall deliver or shall cause to be delivered Producer's Gas hereunder at a pressure sufficient to enter the Processing Plant at the Receipt Points at a pressure not less than 950 psig. In the event that Producer's Gas is delivered at the Receipt Points at a pressure less than 950 psig, Processor will operate the Processing Plant and process Producer's Gas in each case to the extent commercially practicable and reasonable under the circumstances and taking into account the impact that such lower pressure may have on the operation of the Processing Plant, and Producer agrees to be responsible for, and to defend, indemnify, release, and hold Processor and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature resulting from such low pressure Gas.

Section 8.2 Pressure at Delivery Points. Processor shall redeliver Producer's Residue Gas within the pressure parameters required by the Downstream Pipelines; provided, however, Processor shall have no obligation to compress Residue Gas to a pressure exceeding 1,200 psig.

ARTICLE 9 NOMINATION AND BALANCING

Section 9.1 Processor Notifications. On or before the fifth (5th) Day prior to the end of each Month, Processor shall provide written notice to Producer of Processor's good faith estimate of any capacity allocations or curtailments for the Processing Plant, if any, that, based on then currently available information, Processor anticipates will be required or necessary during the next Month, including as a result of any Maintenance. Processor shall use all reasonable efforts to provide 48 hours' advance notice of any actual event requiring allocation or curtailment, including Maintenance.

Section 9.2 Nominations. Scheduling of receipts and deliveries of gas between the Receipt Point and Delivery Points shall be in accordance with Processor's reasonable nomination and scheduling procedures and the nomination and scheduling procedures and imbalance tolerance levels of the downstream transporters. No later than two (2) Business Days prior to the end of each Month, Producer shall notify Processor of the quantity of gas in MMBtu Producer expects to make available and deliver at the Receipt Points and receive at the Delivery Points each Day of the following Month, including identification of each such Receipt Point and Delivery Point and the volumes of delivery at each Receipt Point and Delivery Point identified (the "*Nomination*"). No later than five (5) Business Days prior to the end of each Month, Processor shall notify Producer of the estimated Fuel expected to be used at the Processing Plant for the following Month, expressed as a percentage of the MMBtus delivered at the Receipt Points (using the allocation methodology set forth in Section 6.2), after taking into consideration the anticipated operational efficiencies and operational mode of the Processing Plant. Should Producer desire to change the Nomination during a Month, such change to the Nomination shall be in accordance with the nomination procedures of the Downstream Pipelines. Residue Gas shall be delivered by Processor in accordance with confirmation by the Downstream Pipelines of the Nomination and/or changes to the Nomination.

19

Section 9.3 Balancing. Processor will maintain records of any Daily and Monthly variances ("*Imbalances*") between the volume of Dedicated Gas received at the Receipt Points and the volumes of Producer Residue Gas (after Lost and Unaccounted for Gas, Fuel and Plant Products allocated to Producer). Producer shall make such changes in its Nominations as Processor may from time to time reasonably request to maintain Daily and Monthly balances or to correct an Imbalance. Producer shall reimburse Processor for any cost, penalty, or fee arising from any Imbalance assessed against Processor by any Person receiving Producer Residue Gas downstream of the Delivery Points or Producer Plant Products downstream of the Plant Products Delivery Point, except to the extent such Imbalance was caused by Processor. Upon the termination of this Agreement or at such other time as the Parties agree the Parties shall cash out any

cumulative Imbalance using the applicable Index Price for the prior Month.

ARTICLE 10 QUALITY

Section 10.1 Receipt Point Gas Quality Specifications. Gas delivered by Producer to the Receipt Points shall meet the following specifications (collectively, the “*Gas Quality Specifications*”):

(a) The Gas shall not contain any of the following in excess of: one-quarter (1/4) grain of hydrogen sulfide per hundred (100) Cubic Feet; one (1) grain of total sulfur per hundred (100) Cubic Feet; two one-hundredths of one percent (0.02%) by volume of oxygen; or two percent (2%) by volume of nitrogen.

(b) The total of all non-hydrocarbon gases shall not exceed three percent (3%) by volume.

(c) The temperature of the Gas at the Receipt Point shall not be in excess of one hundred twenty (120) degrees Fahrenheit.

(d) The Gas shall be free of solids, sand, salt, dust, gums, crude oil, and hydrocarbons in the liquid phase, and other objectionable substances which may be injurious to pipelines or which may interfere with the measurement, transmission or commercial utilization of said Gas.

Except for items (a) through (d) above, such Gas shall be of such quality as would, after processing (assuming the proper performance by Processor of its obligations under this Agreement) meet the most restrictive quality specifications required from time to time by the Downstream Pipelines, including as to water vapor content.

Section 10.2 Non-Conforming Gas. If any Gas delivered by Producer fails at any time to conform to the Gas Quality Specifications, then Processor will have the right to immediately discontinue receipt of such non-conforming Gas so long as such Gas continues to be non-conforming. Producer agrees to undertake commercially reasonable measures to eliminate the cause of such non-conformance. If Producer fails to remedy such non-conformance, but such Gas conforms to all specifications other than hydrocarbon dew point and/or Gross Heating Value, then Processor agrees to (i) use commercially reasonable efforts to blend and commingle such Gas with other Gas in the Processing Plant so that it meets the applicable specifications and

20

(ii) if such Gas cannot be brought into compliance with such blending, will continue to accept such Gas, such Gas will be Bypass Gas, and Processor shall redeliver such Bypass Gas to those Delivery Points at which the Downstream Pipelines will accept such non-conforming Gas as long as (A) no harm is done to the Processing Plant, (B) no harm is done to other customers of Processor or their Gas, and (C) other customers of Processor are not prevented from nominating Gas to their preferred Plant Delivery Point. In the event that Processor takes receipt of non-conforming Gas, Producer agrees to be responsible for, and to defend, indemnify, release, and hold Processor and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature resulting from such non-conforming Gas.

Section 10.3 Producer Residue Gas Quality Specifications. Processor shall redeliver the Producer Residue Gas at the Delivery Points meeting the Gas Quality Specifications[, provided that Producer complies with its obligations in the proviso to Section 10.3 of the Gathering Agreement].

Section 10.4 Greenhouse Gas Emissions. Notwithstanding anything contained in this Agreement to the contrary, in the event there is an enactment of, or change in, any law after the Effective Date of this Agreement which, in Processor’s reasonable determination, results in (a) a Governmental Authority requiring Processor to hold or acquire emission allowances or their equivalent related to the carbon dioxide content or emissions or the greenhouse gas content or emissions attributable to Producer’s Gas and/or the gathering, or transportation of such Gas (collectively, “*Producer’s GHG Emissions*”) or (b) Processor incurring any costs or expenses attributable to Producer’s Gas, including any costs or expenses for disposal or treating of carbon dioxide attributable to such Gas, or any other additional economic burden being placed on Processor in connection with or related to Producer’s GHG Emissions, including any tax, assessment, or other cost or expense (collectively, “*Emissions Charges*”), then (i) Producer will use reasonable efforts to provide any required emissions allowances or their equivalent to Processor in a timely manner (and shall indemnify and hold harmless Processor from against any Losses, including any expenses incurred by Processor in acquiring such allowances in the marketplace, arising out of Producer’s failure to so provide such allowances) and (ii) Producer shall be fully responsible for such Emissions Charges and shall reimburse Processor for any Emissions Charges paid by Processor within ten (10) Days of receipt of Processor’s invoice.

ARTICLE 11 MEASUREMENT EQUIPMENT AND PROCEDURES

Section 11.1 Equipment. Processor shall install, own, operate, and maintain Measurement Facilities to measure Gas at all Plant Receipt Points downstream of any slug catcher and, provided Producer bears the cost of the same, shall ensure that each Downstream Pipeline installs, owns, operates, and maintains Measurement Facilities at the Plant Delivery Points. Measurement Facilities at the Plant Receipt Points shall meet current industry standards for custody transfer measurement. Producer shall have the right to install check Measurement Facilities at each Receipt Point, including the right to install check measurement equipment on Processor’s meter tubes and orifice unions.

21

Section 11.2 Gas Measurement Standards. The following standards shall apply to the measurement of Gas hereunder:

(a) Where measurement is by orifice meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of the Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 3 (ANSI/API 2530) "Orifice Metering of Natural Gas" with any revisions, amendments or supplements as may be mutually acceptable to the Parties.

(b) Where measurement is by ultrasonic meter, all fundamental constants, observations, records, and procedures involved in the determination and/or verification of the quantity and other characteristics of the Gas delivered hereunder shall be in accordance with the standards prescribed in the latest edition of A.G.A. Report No. 9 "Measurement of Gas by Multi Path Ultrasonic Meters" with any revisions, amendments or supplements as may be mutually acceptable to the Parties.

(c) The changing and integration of the charts (if utilized for measurement purposes hereunder) and calibrating and adjusting of meters shall be performed by Processor.

Section 11.3 Gas Measurement.

(a) The unit of volume for measurement of Gas delivered hereunder shall be one Mcf at a base temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.73 psia and without adjustment for water vapor content. It is agreed that for the purposes of measurement and computations hereunder, (a) the atmospheric pressure shall be based on the atmospheric pressure determined and used by Downstream Pipelines at the Delivery Points regardless of the atmospheric pressure at which the Gas is measured and (b) all measurements and testing performed hereunder shall all be made by Processor in accordance with applicable rules, regulations, and orders.

(b) Processor's Measurement Facilities at the Plant Receipt Points shall be continuous samplers or gas chromatographs, as Processor shall in its discretion determine, subject to the minimum requirements set forth in the following sentence. Measurement at the Plant Receipt Points shall be done using continuous samplers (for Measurement Facilities metering less than twenty thousand (20,000) Mcf per Day) and online gas chromatographs (for Measurement Facilities metering twenty thousand (20,000) Mcf or more per Day). Measurement at the Plant Delivery Points shall be done using continuous samplers (for Measurement Facilities metering less than twenty thousand (20,000) Mcf per Day) and online gas chromatographs (for Measurement Facilities metering twenty thousand (20,000) Mcf or more per Day). Processor shall procure or cause to be procured a sample of Gas at each Plant Delivery Point and analyze the samples by chromatographic analysis to determine the component content (mole percent), specific gravity, and the Thermal Content thereof. These determinations shall be made utilizing the following standards: (i) Gas Processors Association Obtaining Natural Gas Samples for Analysis by Gas, Publication No. 2166 as amended or supplemented from time to time and (ii) Gas Processors Association Analysis for Natural Gas and Similar Gaseous Mixtures by Gas

Chromatography, Publication No. 2161 as amended or supplemented from time to time, or (iii) any other tests that are mutually agreed by Producer and Processor.

(c) The specific gravity of Gas shall be measured by a standard gravity balance in accordance with the provisions of the Natural Gas Processors Association Publication No. 3130, entitled "Standard Method for Determining the Specific Gravity of Gas", or by a gravitometer employing the "Momentum Method" as described in Chapter VII, "Determination of Specific Gravity", of the American Gas Association Gas Measurement Manual, 1963, in each case, as such may be amended from time to time. The specific gravity will be determined and calculated to the nearest one-thousandth (0.001).

(d) The temperature of Gas shall be determined by means of a recording thermometer recording the temperature of such Gas flowing through each measurement meter. The average temperature to the nearest one degree (1°) Fahrenheit, obtained while Gas is being delivered, will be the applicable flowing Gas temperature for the period under consideration.

(e) The deviation of the Gas from the thermodynamic laws applying to perfect gases shall be determined in accordance with the A.G.A. Par Research Project NX-19 Report "Manual for the Determination of Supercompressibility Factors for Natural Gas", Reprinted 1976, if the composition of the Gas is such to render this procedure applicable.

(f) Physical constants required for making calculations hereunder shall be taken from the Gas Processors Association Table of Physical Properties for Hydrocarbons and Other Compounds of Interest to the Natural Gas Industry, Publication No. 2145 as amended or supplemented from time to time. Physical constants for the hexanes and heavier hydrocarbons portion of hydrocarbon mixtures shall be assumed to be the same as the physical constants for hexane.

Section 11.4 Notice of Measurement Facilities Inspection and Calibration. Each Party shall give reasonable notice to the other Party in order that the other Party may, at its option, have representatives present to observe any reading, inspecting, testing, calibrating or adjusting of Measurement Facilities used in measuring or checking the measurement of receipts or deliveries of Gas under this Agreement. The official electronic data from such Measurement Facilities shall remain the property of the Measurement Facilities' owner, but copies of such records shall, upon written request, be submitted, together with calculations and flow computer configurations therefrom, to the requesting Party for inspection and verification.

Section 11.5 Measurement Accuracy Verification.

(a) Each Party shall verify the accuracy of all Measurement Facilities owned by such Party at intervals based upon the following schedule:

- (i) semi-annually for Gas Measurement Facilities metering less than one thousand (1,000) Mcf per Day;
- (ii) quarterly for Gas Measurement Facilities metering between one thousand (1,000) and five thousand (5,000) Mcf per Day; and

23

- (iii) monthly for Gas Measurement Facilities metering more than five thousand (5,000) Mcf per Day.

Neither Party shall be required to cause adjustment or calibration of such equipment more frequently than once per Month, unless a special test is requested pursuant to Section 11.6.

(b) If, during any test of the Measuring Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated flow rate through each meter run in excess of one percent (1%) of the adjusted flow rate (whether positive or negative and using the adjusted flow rate as the percent error equation denominator), then any previous recordings of such equipment shall be corrected to zero error for any period during which the error existed (and which is either known definitely or agreed to by the Parties) and the total flow for the period redetermined in accordance with the provisions of Section 11.7. If the period of error condition cannot be determined or agreed upon between the Parties, such correction shall be made over a period extending over the last one half of the time elapsed since the date of the prior test revealing the one percent (1%) error.

(c) If, during any test of any Measurement Facilities, an adjustment or calibration error is found which results in an incremental adjustment to the calculated hourly flow rate which does not exceed one percent (1%) of the adjusted flow rate, all prior recordings and electronic flow computer data shall be considered to be accurate for quantity determination purpose.

Section 11.6 Special Tests. In the event a Party desires a special test (a test not scheduled by a Party under the provisions of Section 11.5) of any Measurement Facilities, seventy-two (72) hours advance notice shall be given to the other Party and both Parties shall cooperate to secure a prompt test of the accuracy of such equipment. If the Measurement Facilities tested are found to be within the range of accuracy set forth in Section 11.5(b), then the Party that requested the test shall pay the costs of such special test including any labor and transportation costs pertaining thereto. If the Measurement Facilities tested are found to be outside the range of accuracy set forth in Section 11.5(b), then the Party that owns such Measurement Facilities shall pay such costs and perform the corrections according to Section 11.7.

Section 11.7 Metered Flow Rates in Error. If, for any reason, any Measurement Facilities are (i) out of adjustment, (ii) out of service, or (iii) out of repair and the total calculated flow rate through each meter run is found to be in error by an amount of the magnitude described in Section 11.5, the total quantity of Gas delivered shall be determined in accordance with the first of the following methods which is feasible:

(a) using the registration of any mutually agreeable check metering facility, if installed and accurately registering (subject to testing as provided for in Section 11.5);

(b) Where multiple meter runs exist in series, by calculation using the registration of such meter run equipment; provided that they are measuring Gas from upstream and downstream headers in common with the faulty metering equipment, are not controlled by separate regulators, and are accurately registering;

24

(c) By correcting the error by re-reading of the official charts, or by straightforward application of a correcting factor to the quantities recorded for the period (if the net percentage of error is ascertainable by calibration, tests or mathematical calculation); or

(d) By estimating the quantity, based upon deliveries made during periods of similar conditions when the meter was registering accurately.

Section 11.8 Record Retention. The Party owning the Measurement Facilities shall retain and preserve all test data, charts, and similar records for any calendar year for a period of at least twenty-four (24) Months following the end of such calendar year unless applicable law or regulation requires a longer time period or the Party has received written notification of a dispute involving such records, in which case records shall be retained until the related issue is resolved.

Section 11.9 Access.

(a) Processor shall contract with eLynx Technologies or a provider of comparable services reasonably satisfactory to Producer (the "**Monitoring Services Provider**") for remote monitoring of Gas Measurement Facilities, including monitoring of measurement data on an hourly (or more frequent) basis for flow rate, meter pressures, meter temperature, orifice diameter, Gross Heating

Value, and composition for importation into PRAMS Plus production software or comparable production software (“*Remote Monitoring Data*”).

(b) Processor shall (i) provide the Monitoring Services Provider access to all of Processor’s radio and telephone infrastructure to access and gather all Remote Monitoring Data and (ii) cause the Monitoring Services Provider to allow Producer to view and access all Remote Monitoring Data on the Monitoring Service Provider’s system, including the ability to poll for Remote Monitoring Data through the Monitoring Services Provider’s system.

(c) Processor shall provide Producer 120 Days’ notice of any termination by Processor of its contract with any Monitoring Services Provider.

ARTICLE 12 NOTICES

Section 12.1 Notices. Unless otherwise provided herein, any notice, request, invoice, statement, or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered (i) when hand delivered, or (ii) when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or (iii) if mailed by United States certified mail, postage prepaid, three (3) Business Days after mailing, or (iv) if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party, or (v) when sent via email; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Notwithstanding the foregoing, if a Party desires to serve upon the other a notice of default under this Agreement, the delivery of such notice shall be considered effective under this Section 12.1 only if delivered by any method set forth in items (i) through (iv) above. Any notice shall be given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

25

Producer: ANTERO RESOURCES CORPORATION
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

Processor: ANTERO MIDSTREAM LLC
1615 Wynkoop Street
Denver, Colorado 80202

Attn: Chief Financial Officer
Phone: (303) 357-7310
Fax Number: (303) 357-7315

With copy to: For gas control, nominations & balancing:
Manager of Gas Marketing
Phone: (303) 357-7310
Fax Number: (303) 357-7315

For accounting, financial, and legal:
Controller
Phone: (303) 357-7310
Fax Number: (303) 357-7315

ARTICLE 13 PAYMENTS

Section 13.1 Invoices. Not later than the tenth (10th) Day following the end of each Month, Processor shall provide Producer with a detailed statement setting forth:

(a) the volume and Thermal Content of Gas received by Processor at the Plant Receipt Points in such Month, the

volume and Thermal Content of Residue Gas delivered at the Plant Delivery Points in such Month, the quantity of Gas and the cost of electricity used as Fuel in such Month, the volume and Thermal Content of Lost and Unaccounted For Gas for such Month, and the volume and Thermal Content of Plant Products delivered to the Plant Products Delivery Point in such Month;

26

(b) the volume and Thermal Content of Producer Gas received by Processor at the Receipt Points in such Month, the volume and Thermal Content of Producer Residue Gas delivered to the Delivery Points in such Month, the quantity of Gas and the cost of electricity used as Fuel and allocated to Producer in such Month, the volume and Thermal Content of Lost and Unaccounted For Gas for such Month allocated to Producer in accordance with this Agreement, and the volume and Thermal Content of Producer Plant Products delivered to the Plant Products Delivery Point in such Month;

(c) the Processing Fee, [the Fractionation Fee], [the Delivery Fee] and [the Marketing Fee] with respect to such Month; and

(d) relevant measurement summaries and the amount of any Imbalances and all relevant supporting documentation, to the extent available on such tenth (10th) Day (with Processor being obligated to deliver any such supporting documentation that is not available on such tenth (10th) Day as soon as it becomes available).

Producer shall make payment to Processor by the last Business Day of the Month in which such invoice is received. Such payment shall be made by wire transfer pursuant to wire transfer instructions delivered by Processor to Producer in writing from time to time. If any overcharge or undercharge in any form whatsoever shall at any time be found and the invoice therefor has been paid, Processor shall refund any amount of overcharge, and Producer shall pay any amount of undercharge, within thirty (30) Days after final determination thereof, provided, however, that no retroactive adjustment will be made beyond a period of twenty-four (24) Months from the date of a statement hereunder.

[Processor shall be entitled to set off any Net Sales Price owed by Processor to Producer from time to time under Section 3.5(a) against any amount owing by Producer to Processor under this Agreement, the Gathering Agreement and/or the Water Services Agreement from time to time, such that only the net amount shall be payable.]

Section 13.2 Right to Suspend on Failure to Pay. If any undisputed amount due hereunder remains unpaid for sixty (60) Days after the due date, Processor shall have the right to suspend or discontinue Services hereunder until any such past due amount is paid.

Section 13.3 Audit Rights. Either Party, on not less than thirty (30) Days prior written notice to the other Party, shall have the right at its expense, at reasonable times during normal business hours, but in no event more than twice in any period of twelve (12) consecutive Months, to audit the books and records of the other Party to the extent necessary to verify the accuracy of any statement, allocation, measurement, computation, charge, payment made under, or obligation or right pursuant to this Agreement. The scope of any audit shall be limited to transactions affecting Dedicated Gas hereunder and shall be limited to the twenty-four (24) Month period immediately prior to the Month in which the notice requesting an audit was given. All statements, allocations, measurements, computations, charges, or payments made in any period prior to the twenty-four (24) Month period immediately prior to the Month in which the audit is requested shall be conclusively deemed true and correct and shall be final for all purposes.

27

Section 13.4 Payment Disputes. In the event of any dispute with respect to any payment hereunder, Producer shall make timely payment of all undisputed amounts, and Processor and Producer will use good faith efforts to resolve the disputed amounts within sixty (60) Days following the original due date. Any amounts subsequently resolved shall be due and payable within ten (10) Days of such resolution.

Section 13.5 Interest on Late Payments. In the event that Producer shall fail to make timely payment of any sums, except those contested in good faith or those in a good faith dispute, when due under this Agreement, interest will accrue at an annual rate equal to ten percent (10%) from the date payment is due until the date payment is made.

Section 13.6 Credit Assurance. Processor shall apply consistent evaluation practices to all similarly situated producers to determine Producer's financial ability to perform its payment obligations under this Agreement.

(a) If Processor has reasonable grounds for insecurity regarding the performance of any obligation by Producer under this Agreement (whether or not then due), Processor may demand Adequate Assurance of Performance from Producer, which Adequate Assurance of Performance shall be provided to Processor within five (5) Days after written request. If Producer fails to provide such Adequate Assurance of Performance within such time, then Processor may suspend its performance under this Agreement until such Adequate Assurance of Performance is provided. However, any action by Processor shall not relieve Producer of its payment obligations. The exercise by Processor of any right under this Section 13.6 shall be without prejudice to any claims for damages or any other right under this Agreement. As used herein, "***Adequate Assurance of Performance***" means any of the following, in Processor's reasonable discretion:

(i) an irrevocable standby letter of credit in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder from a financial institution rated at least A- by S&P or at least A3 by Moody's

in a form and substance satisfactory to Processor;

(ii) cash collateral in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder to be deposited in an escrow account as designated by Processor; Processor is hereby granted a security interest in and right of set-off against all cash collateral, which is or may hereafter be delivered or otherwise transferred to such escrow account in connection with this Agreement; or

(iii) a guaranty in an amount not to exceed an amount that is equal to sixty (60) Days of Producer's payment obligations hereunder reasonably acceptable to Processor.

(b) The term of any security provided under this Section 13.6 shall be as reasonably determined by Processor, but it shall never exceed sixty (60) Days, after which the security shall terminate (or in the case of cash collateral, be immediately returned by Processor to Producer without further action by either Party). Nothing shall prohibit Processor, however,

28

from requesting additional Adequate Assurance of Performance following the end of any such term, so long as the conditions triggering such a request under this Section 13.6 exist.

(c) Should Producer fail to provide Adequate Assurance of Performance within five (5) Days after receipt of written demand for such assurance (which shall include reasonable particulars for the demand and documentation supporting the calculation of such amount demanded), then Processor shall have the right (notwithstanding any other provision of this Agreement) to suspend performance under this Agreement until such time as Producer furnishes Adequate Assurance of Performance.

Section 13.7 Excused Performance. Processor will not be required to perform or continue to perform the Services hereunder, and Producer shall not be obligated to deliver Dedicated Gas to the Processing Plant (or make any payments required under Section 5.1(d)) in the event:

(a) the other Party has voluntarily filed for bankruptcy protection under any chapter of the United States Bankruptcy Code;

(b) the other Party is the subject of an involuntary petition of bankruptcy under any chapter of the United States Bankruptcy Code, and such involuntary petition has not been settled or otherwise dismissed within ninety (90) Days of such filing; or

(c) the other Party otherwise becomes insolvent, whether by an inability to meet its debts as they come due in the ordinary course of business or because its liabilities exceed its assets on a balance sheet test; and/or however such insolvency may otherwise be evidenced.

ARTICLE 14 FORCE MAJEURE

Section 14.1 Suspension of Obligations. In the event a Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make payments then or thereafter due hereunder, and such Party promptly gives notice and reasonably full particulars of such Force Majeure in writing to the other Party promptly after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as and to the extent that they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as reasonably possible be remedied with all reasonable dispatch by the Party claiming Force Majeure.

Section 14.2 Definition of Force Majeure. The term "*Force Majeure*" as used in this Agreement shall mean any cause or causes not reasonably within the control of the Party claiming suspension and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections, riots, epidemics, landslides, subsidence, lightning, earthquakes, fires, storms or storm warnings, crevasses, floods, washouts, civil disturbances, explosions, breakage or accident to wells, machinery, equipment or lines of pipe, the necessity for testing or making repairs or alterations

29

to wells, machinery, equipment or lines of pipe, freezing of wells, equipment or lines of pipe, inability of any Party hereto to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or government authorizations, any action or restraint by any Governmental Authority (so long as the Party claiming suspension has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by the claiming Party to comply with applicable laws, rules, regulations, or orders), [and, in the case of either party as the claiming party, any failure by the other party to perform any obligation on such other party under the Gathering Agreement,] and, in the case of Processor as the claiming party, any breach of any representation or warranty of Producer or any failure by Producer to perform any obligation of Producer under that certain Contribution Agreement dated [], 2014, by and between Producer and Processor.

Section 14.3 Settlement of Strikes and Lockouts. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be

remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the sole discretion of the Party having the difficulty.

Section 14.4 Payments for Gas Delivered. Notwithstanding the foregoing, it is specifically understood and agreed by the Parties that an event of Force Majeure will in no way affect or terminate Producer's obligation to make payment for quantities of Producer Residue Gas and Producer Plant Products delivered prior to such event of Force Majeure.

ARTICLE 15 INDEMNIFICATION

Section 15.1 Processor. Subject to the terms of this Agreement, including Section 18.8, Processor shall release, indemnify, defend, and hold harmless Producer and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Processor and (ii) any breach of this agreement by Processor.

Section 15.2 Producer. Subject to the terms of this Agreement, including Section 18.8, Producer shall release, indemnify, defend, and hold harmless Processor and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees from and against all claims and losses arising out of or relating to (i) the operations of Producer and (ii) any breach of this agreement by Producer.

ARTICLE 16 CUSTODY AND TITLE

Section 16.1 Custody. As between the Parties, Producer shall be in custody, control and possession of (i) Producer Gas until such Gas is delivered to the Receipt Points, (ii) Producer Residue Gas after it is delivered to Producer at the Delivery Points, and (iii) Producer Plant Products after they are delivered to Producer at the Plant Products Delivery Point. As among the

30

Parties, Processor shall be in custody, control and possession of all Gas, Residue Gas and Plant Products in the Processing Plant at all other times. The Party having custody and control of Gas, Residue Gas and Plant Products under the terms of this Agreement shall be responsible for, and shall defend, indemnify, release and hold the other Party and its Affiliates, directors, officers, employees, agents, consultants, representatives, and invitees harmless from and against, all claims and losses of whatever kind and nature for anything that may happen or arise with respect to such Gas, Residue Gas or Plant Products when such Gas, Residue Gas or Plant Products are in its custody and control, including losses resulting from any negligent acts or omissions of any indemnified party, but excluding any losses to the extent caused by or arising out of the negligence, gross negligence, or willful misconduct of the indemnified party.

Section 16.2 Producer Warranty. Producer represents and warrants that it owns, or has the right to deliver to the Processor in accordance with this Agreement, all Producer Gas delivered under this Agreement, free and clear of all liens, encumbrances and adverse claims. If the title to Gas delivered by Producer hereunder is disputed or is involved in any legal action, Processor shall have the right to withhold payment (with interest at the prime rate as published in the Wall Street Journal, under "Money Rates"), or cease receiving such Gas, to the extent of the interest disputed or involved in legal action, during the pendency of the action or until title is freed from the dispute, or until Producer furnishes, or causes to be furnished, indemnification to save Processor harmless from all claims arising out of the dispute or action, with surety acceptable to Processor. Producer hereby indemnifies Processor against and holds Processor harmless from any and all claims and losses arising out of or related to any breach of the foregoing representation and warranty.

Section 16.3 Title. Other than as set forth in this Section 16.3, title to all Producer Gas delivered under this Agreement, including all constituents thereof, shall remain with and in Producer or its customers at all times; provided, however, title to Fuel and Lost and Unaccounted For Gas shall pass from Producer or its customer to Processor immediately downstream of the Receipt Points. Title to Producer Plant Products shall pass from Producer to Processor[, and title to Fractionated Products exchanged for Producer Plant Products in accordance with Section 3.5 shall pass from Processor to Producer, in each case] at the Plant Products Delivery Point. [Title to the Fractionated Products shall remain with Producer until completion of the sale to the relevant customer of Producer.] Although Producer shall retain title to Producer Gas as provided in this Section 16.3, Producer Gas shall constitute part of the supply of Gas from all sources to the Processing Plant and, as such, Processor shall have the right to commingle Producer Gas with Third Party Gas. Producer recognizes that no segregated facilities are provided by Processor hereunder.

ARTICLE 17 TAXES; ROYALTIES

Section 17.1 Taxes. Producer shall pay or cause to be paid and agrees to hold Processor harmless as to the payment of all excise, gross production, severance, sales, occupation and all other Taxes, charges or impositions of every kind and character required by statute or by order of Governmental Authorities and levied against or with respect to Producer Gas, Producer Residue Gas, Producer Plant Products or the Services provided under this Agreement. Processor shall not become liable for such Taxes, unless designated to remit those

31

Taxes on behalf of Producer by any duly constituted jurisdictional agency having authority to impose such obligations on Processor, in

which event the amount of such Taxes remitted on Producer's behalf shall be (i) reimbursed by Producer upon receipt of invoice, with corresponding documentation from Processor setting forth such payments, or (ii) deducted from amounts otherwise due Processor under this Agreement. Processor shall pay or cause to be paid all Taxes, charges and assessments of every kind and character required by statute or by order of Governmental Authorities with respect to the Processing Plant. Neither Party shall be responsible nor liable for any Taxes or other statutory charges levied or assessed against the facilities of the other Party, including ad valorem tax (however assessed), used for the purpose of carrying out the provisions of this Agreement or against the net worth or capital stock of such Party.

Section 17.2 Royalties. As between the Parties, Producer shall have the sole and exclusive obligation and liability for the payment of all Persons due any proceeds derived from Producer Gas, Producer Residue Gas or Producer Plant Products delivered under this Agreement, including royalties, overriding royalties, and similar interests, in accordance with the provisions of the leases or agreements creating those rights to proceeds. In no event will Processor have any obligation to those Persons due any of those proceeds of production attributable to any such Producer Gas, Producer Residue Gas or Producer Plant Products delivered under this Agreement.

ARTICLE 18 MISCELLANEOUS

Section 18.1 Rights. The failure of either Party to exercise any right granted hereunder shall not impair nor be deemed a waiver of that Party's privilege of exercising that right at any subsequent time or times.

Section 18.2 Applicable Laws. This Agreement is subject to all valid present and future laws, regulations, rules and orders of Governmental Authorities now or hereafter having jurisdiction over the Parties, this Agreement, or the services performed or the facilities utilized under this Agreement.

Section 18.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to choice of law principles.

(b) The Parties agree that the appropriate, exclusive and convenient forum for any disputes between the Parties arising out of this Agreement or the transactions contemplated hereby shall be in any state or federal court in City and County of Denver, Colorado, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts.

32

Section 18.4 Successors and Assigns.

(a) This Agreement shall extend to and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as set forth in Section 18.4(b) and Section 18.4(c), neither Party shall have the right to assign its respective rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (which such consent shall not be unreasonably withheld, conditioned or delayed), and any assignment or attempted assignment made otherwise than in accordance with this Section 18.4 shall be null and void *ab initio*.

(b) Notwithstanding the foregoing clause (a), Processor may perform all services under this Agreement itself using its own gathering, compression, and other facilities and/or perform any or all such services through third parties, in which case references herein to the Processing Plant shall be deemed to be references to such facilities of the relevant third party.

(c) Notwithstanding the foregoing clause (a):

(i) Processor shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Producer if such assignment is made to any Person to which the Processing Plant or any part thereof has been or will be transferred that assumes in writing all of Processor's obligations hereunder (if applicable, to the extent that part of the Processing Plant being transferred to such Person) and is (A) an Affiliate of Processor or (B) a Person to which the Processing Plant has been or will be transferred who (1) hires (or retains, as applicable) operating personnel who are then operating the Processing Plant (or has similarly experienced operating personnel itself), (2) has operated for at least two (2) years prior to such assignment facilities similar to the Processing Plant, or (3) contracts for the operation of the Processing Plant with another Person that satisfies either of the foregoing conditions (1) or (2) in this clause (B), provided in the case of an assignment pursuant to this clause (B), the assignee has creditworthiness as reasonably determined by Producer that is equal to the higher of Processor's creditworthiness as of the Effective Date and Processor's creditworthiness as of the date of the assignment.

(ii) Processor shall have the right to grant a security interest in this Agreement to a lender or other debt provider (or trustee or agent on behalf of such lender) of Processor.

(iii) Producer shall have the right to assign its rights under this Agreement, in whole or in part, as applicable, without the consent of Processor, to any Person to which it sells, assigns, or otherwise transfers all or any portion of the Dedicated Properties and (A) who assumes in writing all of Producer's obligations hereunder (if applicable, to the extent of the Dedicated Properties being transferred to such Person) and (B) whose credit rating is equal to or greater than the greater of Producer's credit rating as of the Effective Date and Producer's credit rating as of the date of the assignment.

(d) Upon an assignment by Processor in accordance with Section 18.4(c)(i)(B) Processor shall be released from its obligations under this Agreement to the extent of such assignment. Upon an assignment by Producer in accordance with Section 18.4(c)(ii), Producer shall be released from its obligations under this Agreement to the extent of such assignment.

Section 18.5 Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, then (i) such provision shall be deemed inoperative to the extent it is deemed void or unenforceable, (ii) the Parties agree to enter into such amendments to this Agreement in order to give effect, to the greatest extent legally possible, to the provision that is determined to be void or unenforceable and (iii) the other provisions of this Agreement in all other respects shall remain in full force and effect and binding and enforceable to the maximum extent permitted by law; provided, however, that in the event that a material term under this Agreement is so modified, the Parties will, timely and in good faith, negotiate to revise and amend this Agreement in a manner which preserves, as closely as possible, each Party's business and economic objectives as expressed by the Agreement prior to such modification.

Section 18.6 Confidentiality.

(a) Confidentiality. Except as otherwise provided in this Section 18.6, each Party agrees that it shall maintain all terms and conditions of this Agreement, and all information disclosed to it by the other Party or obtained by it in the performance of this Agreement and relating to the other Party's business (including all data relating to the production of Producer, including well data, production volumes, volumes gathered, transported, or compressed, and gas quality) (collectively, "**Confidential Information**") in strictest confidence, and that it shall not cause or permit disclosure of this Agreement or its existence or any provisions contained herein without the express written consent of the other Party.

(b) Permitted Disclosures. Notwithstanding Section 18.6(a), disclosures of any Confidential Information may be made by either Party (i) to the extent necessary for such Party to enforce its rights hereunder against the other Party; (ii) to the extent to which a Party is required to disclose all or part of this Agreement by a statute or by the order or rule of a Governmental Authority exercising jurisdiction over the subject matter hereof, by order, by regulations, or by other compulsory process (including deposition, subpoena, interrogatory, or request for production of documents); (iii) to the extent required by the applicable regulations of a securities or commodities exchange; (iv) to a third person in connection with a proposed sale or other transfer of a Party's interest in this Agreement, provided such third person agrees in writing to be bound by the terms of this Section 18.6; (v) to its own directors, officers, employees, agents and representatives; (vi) to an Affiliate; (vii) to financial advisors, attorneys, and banks, provided that such Persons are subject to a confidentiality undertaking consistent with this Section 18.6(b), or (viii) except for information disclosed pursuant to Article 3 of this Agreement, to a royalty, overriding royalty, net profits or similar owner burdening Dedicated Gas, provided such royalty, overriding royalty, net profits or similar owner, agrees in writing to be bound by the terms of this Section 18.6.

(c) Notification. If either Party is or becomes aware of a fact, obligation, or circumstance that has resulted or may result in a disclosure of any of the terms and conditions of this Agreement authorized by Section 18.6(b)(ii) or (iii), it shall so notify in writing the other Party promptly and shall provide documentation or an explanation of such disclosure as soon as it is available.

(d) Party Responsibility. Each Party shall be deemed solely responsible and liable for the actions of its directors, officers, employees, agents, representatives and Affiliates for maintaining the confidentiality commitments of this Section 18.6.

(e) Public Announcements. The Parties agree that prior to making any public announcement or statement with respect to this Agreement or the transaction represented herein permitted under this Section 18.6, the Party desiring to make such public announcement or statement shall provide the other Party with a copy of the proposed announcement or statement prior to the intended release date of such announcement. The other Party shall thereafter consult with the Party desiring to make the release, and the Parties shall exercise their reasonable best efforts to (i) agree upon the text of a joint public announcement or statement to be made by both such Parties or (ii) in the case of a statement to be made solely by one Party, obtain approval of the other Party to the text of a public announcement or statement. Nothing contained in this Section 18.6 shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to this Agreement or the transaction represented herein to any Governmental Authority to the extent required by applicable law or necessary to comply with disclosure requirements of the Securities and Exchange Commission, New York Stock Exchange, or any other regulated stock exchange.

(f) Survival. The provisions of this Section 18.6 shall survive any expiration or termination of this Agreement; provided that other than with respect to information disclosed pursuant to Article 3, as to which such provisions shall survive indefinitely, such provisions shall survive only a period of one (1) year.

Section 18.7 Entire Agreement, Amendments and Waiver. This Agreement, including all exhibits hereto, integrates the entire understanding between the Parties with respect to the subject matter covered and supersedes all prior understandings, drafts, discussions, or statements, whether oral or in writing, expressed or implied, dealing with the same subject matter. This Agreement may not be amended or modified in any manner except by a written document signed by the Parties that expressly amends this Agreement. No waiver by either Party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

Section 18.8 Limitation of Liability. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE**

CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH

A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.

Section 18.9 Headings. The headings and captions in this Agreement have been inserted for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

Section 18.10 Rights and Remedies. Except as otherwise provided in this Agreement, each Party reserves to itself all rights, counterclaims, other remedies and defenses that such Party is or may be entitled to arising from or out of this Agreement or as otherwise provided by law.

Section 18.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust, fiduciary or partnership duty, obligation or liability on or with regard to either Party.

Section 18.12 Rules of Construction. In construing this Agreement, the following principles shall be followed:

- (a) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement;
- (b) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;
- (c) the word “includes” and its syntactical variants mean “includes, but is not limited to,” “includes without limitation” and corresponding syntactical variant expressions;
- (d) the plural shall be deemed to include the singular and vice versa, as applicable; and
- (e) references to Section shall be references to Sections of this Agreement.

Section 18.13 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and shall not inure to the benefit of any other Person whomsoever or whatsoever, it being the intention of the Parties that no third Person shall be deemed a third party beneficiary of this Agreement.

Section 18.14 Further Assurances. Each Party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Agreement.

Section 18.15 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

Section 18.16 Memorandum of Agreement. Contemporaneously with the execution of this Agreement, the Parties shall execute, acknowledge, deliver and record a “short form” memorandum of this Agreement in the form of Exhibit C attached hereto (as modified, including

by the addition of any required property descriptions, required by local law and practice to put such Memorandum of record and put third parties on notice of this Agreement), which shall be placed of record in each state and county in which the Dedicated Properties are located.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

ANTERO RESOURCES CORPORATION

By:

Name: _____

Title: _____

ANTERO MIDSTREAM LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DELIVERY POINTS

[attached]

1

EXHIBIT B

CONFLICTING DEDICATIONS

[]

1

EXHIBIT C

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF PROCESSING AGREEMENT (this "Memorandum") is entered into effective [], 2014 (the "Effective Date"), by and between **ANTERO RESOURCES CORPORATION** ("Producer"), with an address of 1615 Wynkoop Street, Denver, Colorado 80202, and **ANTERO MIDSTREAM LLC** ("Processor"), with an address of 1615 Wynkoop Street, Denver, Colorado 80202.

WHEREAS, Producer and Processor entered into that certain Gas Processing Agreement effective [] 2014 (the "Agreement"), pursuant to which Processor will provide certain gas processing and other services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Agreement; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of [counties/states], to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice. Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 through 3 below.
2. Dedication. Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, (a) Producer has exclusively dedicated and committed to deliver to Processor, as and when produced, all Gas produced on or after the date of the Agreement that is attributable to the Oil and Gas Interests set forth in the Schedule hereto, or pooled, unitized or communitized therewith (the "Dedicated Properties"), together with all Gas attributable to third parties that is produced from a well located on the Dedicated Properties, which Gas Producer has the right to control and deliver for processing ("Dedicated Gas"), for processing at the Processing Plant under the Agreement, and (b) Producer agrees not to deliver any Dedicated Gas to any other processing facility (the foregoing dedication and commitment being herein referred to as the "Dedication").
3. Covenant Running with the Land. So long as the Agreement is in effect, the Dedication shall be a covenant running with the land and, subject to the exceptions and reservations set forth in the Agreement, (a) in the event Producer sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dedicated Properties, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of conveyance shall so state, and (b) in the event Processor sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Processing Plant, then any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to this Agreement and any instrument of

conveyance shall so state.

4. No Amendment to Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way.

IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the Day first above written.

ANTERO MIDSTREAM LLC

By: _____
Name: _____
Title: _____

ANTERO RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

Schedule — Oil and Gas Interests

[]

Acknowledgements

STATE OF COLORADO

§

CITY AND COUNTY OF DENVER

§

§

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Midstream LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public in and for _____

Printed or Typed Name of Notary

STATE OF COLORADO

§

CITY AND COUNTY OF DENVER

§

§

The foregoing instrument was acknowledged before me on the _____ Day of _____, 2014, by [_____], [_____] of Antero Resources Corporation, a Delaware corporation, on behalf of said entity.

Notary Public in and for _____

Printed or Typed Name of Notary

EXCLUDED WELLS

1

EXHIBIT E

DEDICATION AREA

2

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, including all Exhibits hereto (this "Agreement"), is entered into as of the 10th day of November, 2014 and effective as of the 1st day of December, 2013 (the "Effective Date"), by and between Antero Resources Corporation, a Delaware corporation ("Licensor"), and Antero Midstream Partners LP, a Delaware limited liability company ("Licensee"). Licensor and Licensee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Licensor and Licensee have entered into that certain Contribution Agreement dated October 16, 2013 (the "Contribution Agreement");

WHEREAS, Licensor has certain rights in and to the names and marks listed on Exhibit A hereto (such marks, singularly and collectively, are referred to as the "Marks"); and

WHEREAS, Licensee wishes to engage in the business of the gathering or transportation of hydrocarbons and the undertaking of other midstream activities (the "Business") using the Assets transferred in the Contribution Agreement and desires to obtain a nonexclusive license to use the Marks in connection with the Business (the "Licensed Uses"), and Licensor is willing to permit such use by Licensee subject to the terms of this Agreement;

WHEREAS, Licensor also has certain ownership rights in and to certain unregistered intellectual property (other than trademarks, service marks and other source identifiers) that Licensor has used in the Business (collectively the "Licensed Intellectual Property");

NOW, THEREFORE, in consideration of the mutual agreements and promises expressed in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties have agreed as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, Licensor grants Licensee, who hereby accepts: (a) a nonexclusive and nontransferable right and license to use the Marks solely in connection with the Licensed Uses and solely in the United States of America; and (b) a nonexclusive and nontransferable right and license to use, copy, prepare derivative works, and modify the Licensed Intellectual Property for internal use in connection with the Business conducted by Licensee. Except for such license, all other rights are hereby reserved to Licensor. Licensee shall not sell, lease, transfer, or otherwise distribute any items bearing or provide any services in connection with the Marks except Licensed Uses. Nothing herein shall provide Licensee with any right to, and Licensee shall not at any time, register in Licensee's name any domain name containing any of the Marks or any portion or derivative thereof or any term confusingly similar thereto.

2. Use of the Marks. All uses of and references to the Marks by Licensee shall conform with such instructions therefor as Licensor from time to time may provide Licensee. As soon as reasonably practicable after any request therefor made by Licensor, Licensee shall place the following notice (or such other notice as Licensor may reasonably request) in a prominent place on each of the Licensed Uses and, if the Licensed Uses include services, on each copy of any promotional or advertising materials or media which contain, embody, or mention the Marks:

Ô/® ANTERO RESOURCES CORPORATION

As to those Marks which have been registered in the U.S.A., Licensee shall use the "®" symbol. Otherwise, Licensee shall use the symbol "Ô".

1

3. Ownership. The Marks and the Licensed Intellectual Property, and all rights relating thereto, shall remain the sole and exclusive property of Licensor. All uses of the Marks, and all promotional, advertising, and packaging materials used in connection with the Licensed Uses, by Licensee, its subsidiaries, affiliates, officers, agents, servants, employees, and representatives shall be in accordance with the standards of quality as shall be set by Licensor from time to time and all such uses shall inure solely to the benefit of Licensor. Nothing in this Agreement or otherwise shall give Licensee or others any right, title, or interest whatsoever in and to the Marks and the Licensed Intellectual Property other than the rights expressly granted hereunder. Licensee agrees that it shall not attack or dispute Licensor's title or rights in and to the Marks and the Licensed Intellectual Property or the validity thereof. Licensee shall not register the Marks in its own name, except solely for the registration and ownership of the names "ANTERO MIDSTREAM PARTNERS LP" and "ANTERO MIDSTREAM LLC," which, in the event of the expiration or termination of this Agreement, shall be deemed automatically transferred to and owned by Licensor.

4. Use by Others. Licensor, and its other licensees, shall have the right to use the Marks simultaneously with the use of the Marks by Licensee. Licensor does **not** warrant or represent that Licensee will have the sole and exclusive right to use the Marks. Licensor is **not** obliged to indemnify or reimburse Licensee for any expenses by Licensee in connection with Licensee's use of the Marks.

5. Modifications. Licensee recognizes and agrees that from time to time, Licensor may change or modify the Marks. Licensee agrees that it shall accept and promptly use such changes and modifications as if they were a part of this Agreement at the time of the execution hereof, and to make any and all expenditures that such changes or modifications may require. Licensee shall not modify or alter the Marks and shall not use the Marks in connection or combination with any other trademark or service mark without the prior written approval of Licensor. Licensee may not use the Marks on any new products, goods, promotional materials, or any other items without first submitting two (2) actual specimens of same to Licensor and obtaining Licensor's prior written consent to such proposed

usage, which consent shall be deemed given unless Licensor notifies Licensee otherwise within five business days of Licensee's submission of such specimens. Licensee shall not use, form or participate in the formation or operation of any firm or company which incorporates or embodies any of the Marks or Licensor's name, and Licensee shall not allow others to use the Marks or Licensor's name.

6. Quality Control. The quality of the Licensed Uses, as well as the quality of all promotional and advertising materials using the Marks, shall meet or exceed the quality of the corresponding goods, services, and promotional and advertising materials of Licensor prior to the Effective Date. Licensee shall cooperate with Licensor in facilitating Licensor's control of the nature and quality of the Licensed Uses, and all promotional, advertising, and packaging materials therefor, and to permit the reasonable inspection of Licensee's operations, and to supply Licensor with specimens of use of the Marks promptly upon Licensor's request therefor. Licensee shall sell only those Licensed Uses which have been previously authorized by Licensor and which meet or exceed Licensor's quality standards.

7. Protection of the Marks. Licensee shall cooperate with Licensor in connection with efforts to protect the Marks. Licensee shall promptly comply with Licensor's reasonable requests for information, specimens of usage, and the like, and shall promptly execute such lawful instruments as Licensor may reasonably request. In the event of any actual or suspected infringement or piracy of any aspect of the Marks, Licensee shall immediately report the same to Licensor in writing. Licensor shall have the sole and exclusive right to institute any claim, demand, or cause of action with respect to any such suspected or actual infringement or piracy. Licensor shall have no obligation or duty, however, to institute any such claim, demand, or cause of action. Licensee shall furnish Licensor full cooperation in connection with any such claim, demand, or cause of action. If requested by Licensor to do so, Licensee

2

shall join as a party to or shall file in its own name such claim to, demand, or cause of action and, in such situations, shall be entitled to recover any damages suffered by Licensee as a result of such infringement or piracy.

8. Confidentiality.

(a) Licensee shall maintain the Licensor's Confidential Information in confidence and not disclose the same to any third party nor use the same, except as authorized by Licensor in writing or as expressly permitted in this Section 8. Licensee further agrees to take the same care with the Licensor's Confidential Information as it does with its own, but in no event less than a reasonable degree of care. Excepted from these obligations of confidence and non-use is that information which: (i) is available, or becomes available, to the general public without fault of the Licensee; (ii) was in the possession of Licensee on a non-confidential basis prior to receipt of the same from Licensor; (iii) is obtained by Licensee without an obligation of confidence from a third party who is rightfully in possession of such information and, to Licensee's knowledge, is under no obligation of confidentiality to Licensor; or (iv) is independently developed by Licensee without reference to or use of Licensor's Confidential Information. For the purpose of this Section 8(a), a specific item of Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is embraced by, or underlies, more general information in the public domain or in the possession of the receiving Party.

(b) Notwithstanding Section 8(a), if the Licensee becomes legally compelled to disclose, or is required to disclose by the listing standards of the New York Stock Exchange, any of the Licensor's Confidential Information, Licensee shall promptly advise Licensor of such requirement to disclose Confidential Information, in order that, where possible, Licensor may seek a protective order or such other remedy as the Licensor may consider appropriate in the circumstances. Licensee shall disclose only that portion of Licensor's Confidential Information that it is required to disclose.

(c) Licensee will limit access to the Confidential Information of Licensor to those of its employees and contractors that have a need to know such information in order for Licensee to exercise or perform its rights and obligations under this Agreement (the "Licensee Personnel"). The Licensee Personnel who have access to any Confidential Information of Licensor will be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. Any third party contractors that are given access to Confidential Information of a disclosing Party pursuant to the terms hereof shall be required to sign a written agreement pursuant to which such Licensee Personnel agree to be bound by the provisions of this Agreement, which written agreement will expressly state that it is enforceable against such Licensee Personnel by Licensor.

9. Independent Contractor Relationship. Licensee certifies that it is an independent contractor and not the agent or legal representative of Licensor and that any representation made or agreement executed by Licensee shall be Licensee's sole responsibility. Licensee shall conduct its business for the promotion and provision of services and uses within the Licensed Uses as a principal solely for its own account and at its own expense and risk. Licensee shall be solely responsible for all commitments incurred or assumed by it during the term of this Agreement or thereafter, and Licensor shall not be held responsible in any manner therefor, irrespective of any suggestion or recommendation with respect thereto by Licensor or its employees or representatives. Licensee represents that it will not act or represent itself directly or by implication as an agent for Licensor and will not attempt to create any obligation, or make any representation, on behalf of or in the name of Licensor. Licensee further shall not have authority to and shall not appoint any licensee, associate licensee or sublicensee of the Marks without the prior written approval of an authorized officer of Licensor. All financial and other obligations associated with Licensee's business are and will remain the sole responsibility of Licensee. Because Licensor and Licensee are independent contractors, nothing contained in this Agreement shall be

3

construed to (i) give either party the power to direct or control the activities of the other; (ii) constitute the parties as principal and agent, partners, joint venturers, or co-owners or otherwise as participants in a joint undertaking; or (iii) allow Licensee to create or assume any

obligation on behalf of Licensor for any purpose whatsoever. THIS IS NOT A FRANCHISE (OR BUSINESS OPPORTUNITY) RELATIONSHIP.

10. Protection of Goodwill. Licensee at all times shall use its best efforts to act and operate in a manner consistent with good business ethics, and in a manner that will reflect favorably on the Licensed Uses and on the goodwill and reputation of Licensor and the Marks. Licensee's best efforts shall include at a bare minimum, but are not limited to, the prompt performance of all of its obligations under this Agreement. Licensee at all times shall refrain from engaging in any illegal, unethical, unfair or deceptive practices, whether with respect to the Licensed Uses or otherwise. Licensor may immediately terminate this Agreement if Licensee does anything which in Licensor's opinion may tarnish or diminish the goodwill associated with the Marks and/or the goodwill or reputation of Licensor.

11. Taxes. Licensee shall pay all license fees, sales, use, occupation, personal property, transportation and excise taxes and any other fees, assessments or taxes which may be assessed or levied by any national, state or local government and any departments and subdivisions thereof, on or against any of the Licensed Uses or in connection with this Agreement and/or Licensee's business.

12. Disclaimers: Limits of Liability. **LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT MIGHT OTHERWISE ARISE INCLUDING THE IMPLIED WARRANTIES OF (1) MERCHANTABILITY; AND (2) FITNESS FOR A PARTICULAR PURPOSE; AND (3) THAT THE LICENSED USES AND/OR LICENSEE'S USE OF THE MARKS ARE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, OR PROPRIETARY RIGHTS OF THIRD PARTIES. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO LICENSEE AS TO ITS EARNINGS, SUCCESS, REVENUES, PROFITS OR LOSSES PURSUANT TO THIS AGREEMENT AND LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY EARNINGS, SUCCESS, REVENUES, PROFIT, LOSS, OR FAILURE OF LICENSEE HEREUNDER. LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, WHETHER SOUNDING IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY NONPERFORMANCE OR MISREPRESENTATION) SHALL BE LIMITED TO THE AGGREGATE SUM OF U.S. \$10,000. IN NO EVENT WILL LICENSOR BE LIABLE FOR (i) ANY DAMAGES CAUSED, IN WHOLE OR PART, BY LICENSEE, OR FOR (ii) ANY LOST REVENUES, LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY ANY PERSON EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.**

13. Term and Termination. Unless previously terminated as provided for herein, this Agreement shall remain in full force and effect until 20 years from the Effective Date. Licensor may terminate this Agreement upon three (3) months written notice to Licensee, with the license to terminate at the end of such three (3) months, and either party may terminate this Agreement in the event of a material breach by the other upon fifteen (15) days prior written notice thereof to the other, with the license to terminate at the end of such fifteen (15) days.

14. Post-Terminations Rights/Duties. Upon termination of this Agreement, Licensee shall promptly cease all use of the Marks and shall not thereafter adopt or use in any manner any name,

trademark, service mark, logo, device, or the like which is or may be confusingly similar to the Marks. Licensor shall have no responsibility to reimburse Licensee for any costs or expenses in connection with relabeling or removing the Marks in use by Licensee or with respect to any Licensed Uses remaining in Licensee's inventory at the date this Agreement is terminated and shall have no liability to Licensee for such inventory. Upon the termination hereof, Licensee shall destroy or sell to Licensor at Licensor's option all materials in Licensee's possession, custody, or control which bear the Marks. Neither Licensor nor Licensee shall by reason of the termination or nonrenewal of this Agreement be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits, or anticipated sales or on account of expenditures, investments, leases, property improvements or commitments. Upon termination of this Agreement, Licensee shall thereafter refrain from operating or doing business under any name or in any manner that might tend to give the general public the impression that the license granted pursuant to this Agreement is still in force or that Licensee is in any way connected or affiliated with or sponsored by Licensor. In addition, upon written request by Licensor, all of Licensor's Confidential Information in whatever form shall be returned to Licensor upon termination of this Agreement, without Licensee retaining copies thereof except that one copy of all such Confidential Information may be retained by Licensee's legal department solely to the extent that Licensee is required to keep a copy of such Confidential Information pursuant to applicable law. The provisions of Sections 3, 10, 11, 13, 14, 15, and 19 shall survive the termination or expiration of this Agreement.

15. Indemnity. Licensee shall be solely responsible for and shall defend, indemnify, and hold Licensor harmless from and against any and all claims or causes of action whatsoever, and any and all liabilities and every loss, cost, and expense, including the cost of investigating the claim and reasonable attorneys' fees incurred by Licensor, brought by Licensee's employees, agents, subcontractors, sublicensees, and representatives, or any other third party, caused by, arising out of, or relating to the exercise or practice of the rights granted hereunder by Licensor to Licensee. This contractual obligation of indemnification shall extend to and cover the manufacture, use, sale, lease, rental or other providing or marketing of any Licensed Uses and any other goods or services in connection with which Licensee has used the Marks. This contractual obligation of indemnification shall extend in favor of the officers, employees, agents, and representatives of Licensor. This contractual obligation of indemnification shall include claims, demands, or causes of action on account of any death or bodily injury to person or injury to property or economic loss. **THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL INCLUDE CLAIMS, DEMANDS, OR CAUSES OF ACTION ALLEGING SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT ON THE PART OF LICENSOR.**

16. Amendment; Waiver; Modification. No amendment, modification or waiver of any provision of this Agreement and no

consent to any departure therefrom, shall be effective unless in writing and signed by duly authorized representatives of each party. No notice to or demand on Licensee shall entitle it to any other or further notice or demand in similar or other circumstances. No failure or delay on the part of Licensor in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

17. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Licensee shall not grant any sublicenses or assign, delegate or otherwise transfer its rights or obligations hereunder or any interest herein (including any assignment or transfer occurring by operation of law) without the prior written consent of Licensor. Licensor may freely assign or transfer any or all of its rights, obligations, or interest herein.

18. Compliance with Laws. Licensee shall, at all times hereunder, comply with any and all applicable laws, including without limitation all applicable export and import laws and regulations. Licensee shall not export any Licensed Uses outside the United States without first obtaining or procuring

5

any necessary governmental license or approval and the prior written approval of an authorized officer of Licensor as to any such specific area or country.

19. Notices. All notices, communications and deliveries under this Agreement will be made in writing signed by or on behalf of the Party making the same, will specify the Section of this Agreement pursuant to which it is given or being made, and will be delivered personally or by facsimile transmission or sent by registered or certified mail (return receipt requested) or by nationally recognized overnight courier (with evidence of delivery and postage and other fees prepaid) as follows:

If to Licensee: Antero Midstream Partners LP
1615 Wynkoop Street
Denver, Colorado 80202
Attn: Chief Financial Officer
Facsimile: (303) 357-7315

If to Licensor: Antero Resources Corporation
1615 Wynkoop Street
Denver, Colorado 80202
Attn: Chief Financial Officer
Facsimile: (303) 357-7315

or to such other representative or at such other address or facsimile number of a Party as such Party may furnish to the other Parties in writing. Any such notice, communication or delivery will be deemed given or made upon the date of receipt by the applicable Party.

20. Choice of Law. This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Texas, excluding any choice of Law rules which may direct the application of the Laws of another jurisdiction.

21. Consent to Jurisdiction, Etc.; Waiver of Jury Trial. Each of the Parties hereby irrevocably consents and agrees that any dispute arising out of or relating to this Agreement or any related document shall exclusively be brought in the courts of the State of Texas, in Harris County or the federal courts located in the Southern District of the State of Texas. The Parties agree that, after such a dispute is before a court as specified in this Section 8.4 and during the pendency of such dispute before such court, all actions with respect to such dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each of the Parties hereby waives, and agrees not to assert, as a defense in any legal dispute, that it is not subject thereto or that such dispute may not be brought or is not maintainable in such court or that its property is exempt or immune from execution, that the dispute is brought in an inconvenient forum or that the venue of the dispute is improper. Each Party agrees that a final judgment in any dispute described in this Section 8.4 after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Laws. **THE PARTIES HEREBY WAIVE IRREVOCABLY ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY DOCUMENT CONTEMPLATED HEREIN OR OTHERWISE RELATED HERETO.**

22. Reformation; Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such

6

provision in any other jurisdiction. To the extent permitted by law, the Parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

23. Force Majeure. Licensor shall not be responsible for any delay or failure in performance hereunder due to fire, flood, or

other natural catastrophe, Act of God, governmental action, war or civil disturbance, strike, manufacturer's or supplier's nondelivery or any other cause beyond Licensor's reasonable control, whether similar or dissimilar to any of the foregoing.

24. **Sole and Entire Agreement.** Each of the parties hereto agrees that there are no other agreements, understandings, or representations, oral or written, other than as set forth herein, that this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings, representations, statements, or other communications, relating to the subject matter hereof, and that each Party is not relying on any prior understanding or representation, oral or written, that is not included or reflected in this Agreement. The parties hereto further agree that this Agreement constitutes the sole and entire agreement between the parties relating to the subject matter hereof.

25. **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such Person being deemed a third party beneficiary of this Agreement.

26. **Counterparts.** This Agreement may be executed in any number of copies, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The organization of this Agreement is for convenience of reference and shall not constitute a part of the Agreement for any other purpose.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties to be effective the day and year first above written.

Licensor:

ANTERO RESOURCES CORPORATION

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

Licensee:

ANTERO MIDSTREAM PARTNERS, LP
By: Antero Resources Midstream Management LLC,
its general partner

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

EXHIBIT A TO LICENSE AGREEMENT

The "Marks" consist of the following:

1. The following registration:

Mark	U.S. Registration/Application No.
ANTERO RESOURCES	3,081,917

2. Common law rights in and to "ANTERO RESOURCES," "ANTERO RESOURCES CORPORATION" and the following logo:



FORM OF
REGISTRATION RIGHTS AGREEMENT
OF
ANTERO MIDSTREAM PARTNERS LP
a Delaware Limited Partnership
Dated Effective as of November 10, 2014

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is dated as of November 10, 2014, by and among Antero Midstream Partners LP, a Delaware limited partnership (the "Partnership"), and Antero Resources Corporation, a Delaware corporation ("Antero") (each, a "Party" and collectively, the "Parties"). Capitalized terms used herein without definition have the meanings set forth in Section 1.

W I T N E S S E T H:

WHEREAS, in connection with, and in consideration of, the transactions contemplated by the Partnership's Registration Statement on Form S-1, (File No. 333-193798) initially filed with the Commission (as hereinafter defined) on February 7, 2014 and declared effective by the Commission under the Securities Act (as hereinafter defined) on November 4, 2014, the Holders (as hereinafter defined) have requested, and the Partnership has agreed to provide, registration rights with respect to the Registrable Securities (as hereinafter defined), as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto and intending to be legally bound hereby, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. *Definitions*

Capitalized terms used herein without definition shall have the meanings given to them in the Agreement of Limited Partnership of the Partnership, dated as of November 10, 2014, as amended from time to time (the "Partnership Agreement"). Unless otherwise defined herein, as used in this Agreement, the following terms have the following meanings:

"Affiliate" of a Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the first Person. For purposes of this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by agreement or otherwise.

"Antero" has the meaning set forth in the preamble.

"Automatic Shelf Registration Statement" means a registration statement filed on Form S-3 (or successor form or other appropriate form under the Securities Act) by a WKSI pursuant to General Instruction I.D. or I.C. (or other successor or appropriate instruction) of such forms, respectively.

"Business Day" means any day other than a Saturday, Sunday or legal holiday on which banks in New York, New York are authorized or obligated by law to close.

"Commission" means the Securities and Exchange Commission.

"Common Units" means common units representing limited partner interests in the Partnership.

"Contribution Agreement" means that certain Contribution Agreement, dated as of October 16, 2013 and as amended and restated on November 10, 2014, by and among Antero, Antero Resources Midstream LLC and Antero Midstream LLC, together with the additional conveyance documents and instruments contemplated or referenced thereunder, as such may be amended, supplemented or restated from time to time.

"Entity" means any corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, unincorporated association, estate or other entity.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Family Member” means, with respect to each Party that is an individual, a spouse, lineal ancestor, lineal descendant, legally adopted child, brother or sister of such Party, or a lineal descendant or legally adopted child of a brother or sister of such Party.

“General Partner” means Antero Resources Midstream Management LLC, the general partner of the Partnership, or any successor general partner of the Partnership.

“Governmental Authority” means any United States, foreign, supra-national, federal, state, provincial, local or self-regulatory governmental, regulatory or administrative authority, agency, division, body, organization or commission or any judicial or arbitral body.

“Holder” means any Party owning Registrable Securities.

“Initiating Holder(s)” has the meaning set forth in Section 2(a).

“Partnership” has the meaning given to such term in the introductory paragraph.

“Person” means any individual or Entity.

“Piggyback Registration” has the meaning set forth in Section 3(a).

“Prospectus” has the meaning set forth in Section 5(a).

“Primary Offering” has the meaning set forth in Section 2(b).

“Primary Units” has the meaning set forth in Section 2(b).

“Redemption” has the meaning set forth in Section 2(b).

“Redemption Demand Notice” has the meaning set forth in Section 2(b).

“Redemption Violation” has the meaning set forth in Section 7(a)(ii).

“Registering Unitholder” means any Holder of Registrable Securities giving the Partnership a notice pursuant to Section 2 or Section 3 hereof requesting that the Registrable Securities owned by it be included in a proposed registration.

“Registrable Securities” means all Common Units and Subordinated Units owned by a Holder (including Common Units issuable upon conversion of the Subordinated Units pursuant to the terms of the Partnership Agreement), other than Common Units or Subordinated Units (a) sold by a Holder in a transaction in which the Holder’s rights under this Agreement are not assigned, (b) sold pursuant to an effective registration statement under the Securities Act, (c) sold in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act (including transactions under Rule 144, or a successor thereto, promulgated under the Securities Act) so that all transfer restrictions and restrictive legends with respect thereto, if any, are removed upon the consummation of such sale, or (d) that can be sold by the Holder in question without volume limitations within ninety (90) days in the manner described in clause (c) above, *provided*, that clause (d) shall not apply with respect to Common Units disposed of in a Redemption pursuant to **Error! Reference source not found.** The Registrable Securities are subject to the rights provided herein until such rights terminate pursuant to the provisions thereof.

“Registration Expenses” means, except for Selling Expenses (as hereinafter defined), all expenses incurred by the Partnership in effecting any registration pursuant to this Agreement, including all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Partnership, blue sky fees and expenses, the expense of any special audits incident to or required by any such registration and the reasonable fees and disbursements of one special legal counsel to represent all of the Holders together.

“Registration Statement” has the meaning set forth in Section 5(a).

“Registration Violation” has the meaning set forth in Section 7(a)(i).

“Rule 144” has the meaning set forth in Section 8.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Agent” has the meaning set forth in Section 2(b).

“Selling Expenses” means all underwriting discounts and selling commissions applicable to the securities sold in a transaction or transactions registered on behalf of the Holders, or, with respect to a Redemption pursuant to Section 2(b), a reduction in the price at which Registrable Securities are redeemed by the Partnership equal to the underwriting fees, discounts or commissions or placement agency fees applicable to the sale of Primary Units.

“Shelf Registration Statement” shall mean a registration statement of the Partnership filed with the Commission on Form S-3 (or any successor form or other appropriate form under the Securities Act) for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the Commission) covering the Registrable Securities, as applicable.

“Subordinated Units” means subordinated units representing limited partner interests in the Partnership.

“Transfer” means a disposition, sale, assignment, transfer, exchange, pledge or the grant of a security interest or other encumbrance.

“Underwritten Offering” means an offering (including an offering pursuant to a Registration Statement) in which Common Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a “bought deal” with one or more investment banks.

“Violation” has the meaning set forth in Section 7(a).

“WKSI,” or a well-known seasoned issuer, has the meaning set forth in Rule 405 under the Securities Act.

Section 2. Demand Registration Rights

(a) *General.* If the Partnership shall receive from Antero or any other Holder owning five percent (5%) or more of the issued and outstanding Common Units, at any time after six (6) months after the date of the consummation of the Partnership’s initial public offering, a written request that the Partnership file a registration statement with respect to any of such Holder’s Registrable Securities (the sender(s) of such request or any similar request pursuant to this Agreement shall be known as the “Initiating Holder(s)”), then the Partnership shall, within thirty (30) days of the receipt thereof, give written notice of such request to all Holders, and subject to the limitations of this Section 2, use its reasonable best efforts to effect, as soon as reasonably practicable, the registration under the Securities Act of the sale of all Registrable Securities that the Holders request to be registered. Notwithstanding anything to the contrary in this Agreement, the Initiating Holders may request that the Partnership register the sale of such Registrable Securities on an appropriate form, including a Shelf Registration Statement (so long as the Partnership is eligible to use Form S-3), and, if the Partnership is a WKSI, an Automatic Shelf Registration Statement; *provided*, that the Partnership may only be required to file an Automatic Shelf Registration Statement in connection with an Underwritten Offering. The Partnership shall not be obligated to take any action to effect any such registration:

(i) during the period starting with the date sixty (60) days prior to its good faith estimate of the date of filing of, and ending on a date one hundred eighty (180) days after the effective date of, a Partnership-initiated registration (other than a registration relating solely to the sale of securities to employees of Antero or the General Partner pursuant to a unit option, unit purchase or similar plan or to a Commission Rule 145 transaction), *provided* that the Partnership is actively employing in good faith all reasonable efforts to cause such registration statement to become effective;

(ii) where the anticipated aggregate offering price of all securities included in such offering is equal to or less than fifty million dollars (\$50,000,000); or

(iii) if the Partnership shall furnish to such Holders a certificate signed by the President of the General Partner stating that in the good faith judgment of the board of directors

of the General Partner it would be seriously detrimental to the Partnership and its equity holders for such registration statement to be filed at the time filing would be required and it is therefore essential to defer the filing of such registration statement, the Partnership shall have the right to defer such filing for a period of not more than one hundred twenty (120) days after receipt of the request of the Holders, *provided* that the Partnership shall not defer its obligation in this manner more than once in any twelve (12) month period.

(b) *Underwriting.* If Antero elects to dispose of Registrable Securities by means of a Primary Offering, the Partnership shall, upon the written request (the “Redemption Demand Notice”) by Antero, use commercially reasonable efforts to undertake an equity financing consisting of (i) a public offering (including an Underwritten Offering), (ii) a private placement or (iii) a combination of each (each, a “Primary Offering”), in each case, of Common Units (the “Primary Units”). The net proceeds (after Selling Expenses) of such Primary Offering will be used to redeem from Antero the number of Registrable Securities specified in Antero’s Redemption Demand Notice (the “Redemption”). Redemptions from Antero shall be treated as reimbursement for certain capital expenditures attributable to the businesses of the Partnership and its subsidiaries pursuant to Section 2.2 of the Contribution Agreement, until all such capital expenditures shall have been reimbursed. The obligation of the Partnership to undertake the Primary Offering shall include the preparation and filing of an offering document, such as an offering memorandum or Registration Statement, as applicable, as well as the preparation and execution of a purchase agreement or underwriting agreement in customary form, which shall include, among other provisions, indemnities to the effect and to the extent provided in Section 7, and taking all reasonable actions as are requested by the managing underwriter or underwriters or placement agent (as applicable, the “Selling Agent”), or, if no Selling Agent, Antero, to expedite or facilitate the disposition of Primary Units, including causing its management to participate in a “roadshow” or similar marketing effort.

The Partnership (together with all Holders proposing to distribute their securities through such underwriting) shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Initiating Holders, in the case of an offering pursuant to Section 2(a), or the Partnership, in the case of a Primary Offering, in their sole discretion. Notwithstanding any other provision of this Section 2, if the underwriter advises the Initiating Holders, in the case of an offering pursuant to Section 2(a), or the Partnership, in the case of a Primary Offering, in writing that marketing factors require a limitation of the number of units to be underwritten, the Initiating Holders shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the registration, and underwriting shall be allocated as set forth in this Section 2(c). For the first and second registrations requested by the Initiating Holders pursuant to Section 2(a), the Registrable Securities that may be included shall be allocated pro rata among all Holders thereof in proportion, as nearly as practicable, to the respective amounts of Registrable Securities held by such Holders at the time of the filing of the registration statement. For any other registrations after the first and second requested by the Initiating Holders pursuant to Section 2(a), the Registrable Securities that may be included shall be allocated first to the units requested to be included by the Initiating Holders and then the units requested to be included by other Holders, with such units allocated among such other Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities held by such other Holders at the time of filing the registration statement.

The Partnership shall not be obligated to take any action to effect any underwritten offering or Primary Offering (i) after it has effected eight (8) such underwritten offerings or Primary Offerings or within six (6) months of an underwritten offering or Primary Offering.

If any (i) Holder of Registrable Securities disapproves of the terms of the underwriting or (ii) Antero disapproves of the terms of a Primary Offering, such Person may elect to withdraw therefrom by written notice to the Partnership, *provided, however*, that such withdrawal must be made at a time prior to the time of pricing of such offering. If by the withdrawal of such Registrable Securities a greater number of Registrable Securities held by other Holders may be included in such registration, or if a greater number of Registrable Securities may be redeemed from the proceeds of a Primary Offering, each up to the maximum of any limitation imposed by the underwriters, then the Partnership shall offer to all Holders who have included Registrable Securities in the registration, or Antero to the extent it has sought to redeem Registrable Securities, the right to include or redeem additional Registrable Securities in the same proportion used in determining the underwriter limitation in this Section 2(c). If the underwriter has not limited the number of Registrable Securities or Primary Units to be underwritten, the Partnership may include securities for its own account if the underwriter so agrees and if the number of Registrable Securities or Primary Units which would otherwise have been included in such registration and underwriting will not thereby be limited.

Section 3. *Piggyback Registrations*

(a) *General.* If, at any time or from time to time after the date hereof, the Partnership shall determine to register the sale of any of its securities for its own account in connection with an underwritten offering of its securities to the general public for cash on a form which would permit the registration of Registrable Securities (a "Piggyback Registration"), the Partnership will:

(i) promptly give to each Holder written notice thereof; and

(ii) include in such registration and in the underwriting involved therein, (x) such number of Registrable Securities specified in a written request or requests or (y) a number of Primary Units in order to effect a Redemption of Registrable Securities, each as specified in a written request or requests, made within ten (10) days after mailing or personal delivery of such written notice from the Partnership, by any Holders (except that (A) if the underwriter determines that marketing factors require a shorter time period and so inform each Holder in the applicable written notice, such written request or requests must be made within five (5) days and (B) in the case of an "overnight" offering or a "bought deal," such written request or requests must be made within one (1) Business Day, except as set forth in Section 3(b));

provided, however, that the Partnership may withdraw any registration statement described in this Section 3 at any time before it becomes effective, or postpone or terminate the offering of securities under such registration statement, without obligation or liability to any Holder.

(b) *Underwriting.* The right of any Holder to registration pursuant to this Section 3 shall be conditioned upon such Holder's participation in the underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All

Holders proposing to distribute their Registrable Securities through such underwriting shall (together with the Partnership) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Partnership. Notwithstanding any other provision of this Section 3, if the underwriter determines that marketing factors require a limitation of the number of units to be underwritten, the Partnership shall so advise all Holders whose securities would otherwise be registered and underwritten pursuant hereto, and the Registrable Securities requested to be included in the registration and underwriting shall be allocated among all Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities entitled to inclusion in such registration held by such Holders at the time of filing the registration statement, or, if so determined by the underwriter, all Registrable Securities shall be excluded from each registration and underwriting.

If any Holder disapproves of the terms of any such underwriting, the Holder may elect to withdraw therefrom by written notice to the Partnership and the underwriter. If by the withdrawal of such Registrable Securities a greater number of Registrable Securities held by other Holders may be included in such registration (up to the maximum of any limitation imposed by the underwriters), then the Partnership shall offer to all Holders who have included Registrable Securities in the registration the right to include additional Registrable Securities in the same proportion used in determining the underwriter limitation in this Section 3(b).

Section 4. *Selection of Counsel; Registration Expenses; Selling Expenses*

(a) The Holders of a majority of the Registrable Securities included in any offering pursuant to Section 2 or 3 hereof shall have the right to designate legal counsel to represent all of the Holders in connection therewith.

(b) All Registration Expenses incurred in connection with any registration, filing, qualification or compliance pursuant to Sections 2 and 3 shall be borne by the Partnership. All Selling Expenses relating to the sale of securities registered by the Holders shall be borne by the holders of such securities pro rata on the basis of the number of shares so sold. All Selling Expenses relating to the sale of Primary Units shall be deducted from the proceeds of the Primary Offering.

Section 5. *Further Obligations*

(a) In connection with any registration of the sale of Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will consult with each Holder whose Registrable Securities are to be included in any such registration, concerning the form of underwriting agreement (and shall provide to such Holders the form of underwriting agreement prior to the Partnership's execution thereof) and shall provide to such Holders and their representatives such other documents (including correspondence with the Commission with respect to the registration statement and the related securities offering) as such Holders shall reasonably request in connection with their participation in such registration. The Partnership will furnish each Registering Unitholder whose Registrable Securities are registered thereunder and each underwriter, if any, with a copy of the registration statement and all amendments thereto and will supply each such Registering Unitholder and each underwriter, if any, with

7

copies of any prospectus forming a part of such registration statement (including a preliminary prospectus and all amendments and supplements thereto, the "Prospectus"), in such quantities as may be reasonably requested for the purposes of the proposed sale or distribution covered by such registration. In the event that the Partnership prepares and files with the Commission a registration statement on any appropriate form under the Securities Act (a "Registration Statement") providing for the sale of Registrable Securities held by any Registering Unitholder pursuant to its obligations under this Agreement, the Partnership will:

(i) prepare and file with the Commission such Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such Registration Statement effective for up to ninety (90) days or until the participating Holder or Holders have completed the distribution described in such Registration Statement;

(ii) prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement as may be necessary to keep such Registration Statement effective; cause the related Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the participating Holder or Holders thereof set forth in such Registration Statement or supplement to such Prospectus;

(iii) promptly notify the Registering Unitholders and the managing underwriters, if any, (A) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (B) of any request by the Commission or any state securities commission for amendments or supplements to a Registration Statement or related Prospectus or for additional information, (C) of the issuance by the Commission or any state securities commission of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (D) of the receipt by the Partnership of any notification with respect to the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (E) of the existence of any fact which results in a Registration Statement, a Prospectus or any document incorporated therein by reference containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(iv) use reasonable best efforts to promptly obtain the withdrawal of any order suspending the effectiveness of a Registration Statement;

(v) if requested by the managing underwriters or a Registering Unitholder, promptly incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters or the Registering Unitholders holding a majority of the Registrable Securities being sold by Registering Unitholders agree should be included therein relating to the sale of such Registrable Securities, including without limitation information with

8

respect to the amount of Registrable Securities being sold to such underwriters, the purchase price being paid therefor by such underwriters and with respect to any other terms of the underwritten (or best efforts underwritten) offering of the Registrable Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(vi) furnish to such Registering Unitholder and each managing underwriter at least one signed copy of the Registration Statement and any post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference) (*provided, however*, that any such document made available by the Partnership through EDGAR shall be deemed so furnished);

(vii) deliver to such Registering Unitholders and the underwriters, if any, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such persons or entities may reasonably request;

(viii) prior to any public offering of Registrable Securities, register or qualify or cooperate with the Registering Unitholders, the underwriters, if any, and their respective counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or blue sky laws of such jurisdictions within the United States as any Registering Unitholder or underwriter reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the applicable Registration Statement; *provided, however*, that the Partnership will not be required to qualify generally to do business in any jurisdiction where it is not then so required to be qualified or to take any action which would subject it to general service of process or taxation in any such jurisdiction where it is not then so subject;

(ix) cooperate with the Registering Unitholders and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold pursuant to such Registration Statement and not bearing any restrictive legends, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters may request at least one (1) Business Day prior to any sale of Registrable Securities to the underwriters;

(x) if any fact described in subparagraph (iii)(E) above exists, promptly prepare and file with the Commission a supplement or post-effective amendment to the applicable Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;

(xi) cause all Registrable Securities covered by the Registration Statement to be listed on each securities exchange or automated quotation system on which similar securities issued by the Partnership are then listed;

9

(xii) provide a CUSIP number for all Registrable Securities included in such Registration Statement, not later than the effective date of the applicable Registration Statement;

(xiii) enter into such agreements (including an underwriting agreement in form reasonably satisfactory to the Partnership) and take all such other reasonable actions in connection therewith in order to expedite or facilitate the disposition of such Registrable Securities, including customary participation of management; and

(xiv) make available for inspection by a representative of the Registering Unitholders whose Registrable Securities are being sold pursuant to such Registration Statement, any underwriter participating in any disposition pursuant to a Registration Statement, and any attorney or accountant retained by such Registering Unitholder or underwriter, all financial and other records and any pertinent corporate documents and properties of the Partnership reasonably requested by such representative, underwriter, attorney or accountant in connection with such Registration Statement; *provided, however*, that any records, information or documents that are designated by the Partnership in writing as confidential shall be kept confidential by such persons or entities unless disclosure of such records, information or documents is required by court or administrative order.

(b) Each Holder agrees that, upon receipt of any notice from the Partnership of the happening of an event of the kind described in Section 5(a)(iii)(B) through Section 5(a)(iii)(E), such Holder will immediately discontinue disposition of Registrable Securities pursuant to a Shelf Registration Statement or an Automatic Shelf Registration Statement until such stop order is vacated or such Holder receives a copy of the supplemented or amended Prospectus. If so directed by the Partnership, each Holder will deliver to the Partnership (at the reasonable expense of the Partnership) all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities at the time of receipt of such notice.

Section 6. *Further Information Furnished by Holders*

It shall be a condition precedent to the obligations of the Partnership to take any action pursuant to Sections 2 through 5 that the Holders shall furnish to the Partnership such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to effect the registration of the sale of their Registrable Securities.

Section 7. *Indemnification*

(a) (i) In the event any Registrable Securities are included in a registration statement under Section 2 or 3, the Partnership will indemnify and hold harmless each Holder, each of the officers, directors, partners and agents of each Holder, any underwriter (as

defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements,

10

omissions or violations (collectively a “Registration Violation”): any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or any violation or alleged violation by the Partnership or any officer, director, employee, advisor or affiliate thereof of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law, and the Partnership will reimburse each such Holder, officer, director, partner or agent, underwriter or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action; *provided, however*, that the indemnity agreement contained in this Section 7(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Partnership (which consent shall not be unreasonably withheld, conditioned, delayed or denied), nor shall the Partnership be liable in any such case for any such loss, claim, damage, liability, or action to the extent that it arises out of or is based upon a Registration Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder or underwriter.

(ii) In the event of a Primary Offering pursuant to Section 2(b) or a Primary Offering effected through a Piggyback Registration pursuant to Section 3(a), the Partnership will indemnify and hold harmless Antero, each of the officers, directors, partners and agents of Antero, any underwriter (as defined in the Securities Act) for Antero and each Person, if any, who controls Antero or such underwriter within the meaning of the Securities Act or Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a “Redemption Violation” and, together with any Registration Violations, a “Violation”): any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, any offering memorandum, or similar marketing document; the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or any violation or alleged violation by the Partnership or any officer, director, employee, advisor or affiliate thereof of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law, and the Partnership will reimburse Antero and each such officer, director, partner or agent, underwriter or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action; *provided, however*, that the indemnity agreement contained in this Section 7(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Partnership (which consent shall not be unreasonably withheld, conditioned, delayed or denied), nor shall the Partnership be liable in any such case for any such loss, claim, damage, liability, or action to the extent that it arises out of or is based upon a Redemption Violation which occurs in reliance upon and in conformity with written information furnished by

11

any Antero or any underwriter expressly for use in connection with the sale of Primary Unites by the Partnership.

(b) (i) To the extent permitted by law, each Holder will, if Registrable Securities held by such Person are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Partnership, each of its directors and officers, each legal counsel and independent accountant of the Partnership, each Person, if any, who controls the Partnership within the meaning of the Securities Act, each underwriter (within the meaning of the Securities Act) of the Partnership’s securities covered by such a registration statement, any Person who controls such underwriter, and any other Holder selling securities in such registration statement and each of its directors, officers, partners or agents or any Person who controls such Holder, against any losses, claims, damages, or liabilities (joint or several) to which the Partnership or any such underwriter, other Holder, director, officer, partner or agent or controlling Person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration, and each such Holder will reimburse any legal or other expenses reasonably incurred by the Partnership or any such underwriter, other Holder, officer, director, partner or agent or controlling Person in connection with investigating or defending any such loss, claim, damage, liability, or action; *provided, however*, that the indemnity agreement contained in this Section 7(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld, conditioned, delayed or denied); and *provided*, that in no event shall any indemnity under this Section 7(b) exceed the net proceeds from the offering received by such Holder.

(ii) To the extent permitted by law, Antero will, if Registrable Securities held by it are intended to be redeemed pursuant to the Redemption procedure set forth in this Agreement, and Primary Units are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Partnership, each of its directors and officers, each legal counsel and independent accountant of the Partnership, each Person, if any, who controls the Partnership within the meaning of the Securities Act, each underwriter (within the meaning of the Securities Act) of the Partnership’s securities covered by such a

registration statement, any Person who controls such underwriter, against any losses, claims, damages, or liabilities (joint or several) to which the Partnership or any such underwriter, other Holder, director, officer, partner or agent or controlling Person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Redemption Violation, in each case to the extent (and only to the extent) that such Redemption Violation occurs in reliance upon and in conformity with written information furnished by Antero expressly for use in connection with such registration, and Antero will reimburse any legal or other expenses reasonably incurred by the Partnership or any such underwriter, other Holder, officer, director, partner or agent or controlling Person in connection with investigating or defending any such loss, claim, damage, liability, or action; *provided, however*, that the indemnity agreement contained in this Section 7(b) shall not apply to amounts paid in settlement

12

of any such loss, claim, damage, liability or action if such settlement is effected without the consent of Antero (which consent shall not be unreasonably withheld, conditioned, delayed or denied); and *provided*, that in no event shall any indemnity under this Section 7(b) exceed the net proceeds from the offering received by Antero.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if the indemnified party shall have been advised by counsel that representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure of any indemnified party to notify an indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of liability to the indemnified party under this Section 7 only to the extent that such failure to give notice shall materially prejudice the indemnifying party in the defense of any such claim or any such litigation, but the omission so to notify the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 7.

(d) If the indemnification provided for in this Section 7 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided*, that in no event shall any contribution by a Holder hereunder exceed the net proceeds from the offering received by such Holder or the net proceeds of the Primary Offering that would have been used to redeem such Holder's Registrable Securities.

(e) The obligations of the Partnership and the Holders under this Section 7 shall survive completion of any offering of Registrable Securities pursuant to a registration statement or the any Primary Offering pursuant to a registration statement, offering memorandum or similar marketing document.

13

(f) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with any registration provided for under Sections 2 or 3 are in conflict with the foregoing provisions of this Section 7, the provisions in such underwriting agreement shall control.

Section 8. *Rule 144 Reporting*

With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act ("Rule 144") and any other rule or regulation of the Commission that may at any time permit a Holder to sell securities of the Partnership to the public without registration, the Partnership agrees to use reasonable best efforts to:

(a) make and keep public information available (as those terms are understood and defined in Rule 144) at all times after the date hereof;

(b) file with the Commission in a timely manner all reports and other documents required of the Partnership under the Exchange Act; and

(c) furnish to any Holder, forthwith upon request, (i) a written statement by the Partnership that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), (ii) a copy of the most recent annual or quarterly report of the Partnership and such other reports and documents so filed by

the Partnership (*provided, however*, that any such report or document described in this subsection (ii) made available by the Partnership through EDGAR shall be deemed so furnished), and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the Commission which permits the selling of any such securities without registration or pursuant to such form.

Section 9. *Assignment of Rights*

For so long as this Agreement is in effect, the rights to cause the Partnership to register Registrable Securities pursuant to Section 2 or 3 may only be assigned to any assignee that will hold five percent (5%) or more of the issued and outstanding Common Units following such assignment; *provided, however*, that Antero may not assign its right to cause a Primary Offering pursuant to Section 2 or Section 3. Subject to the foregoing, any assignment pursuant to this Section 9 shall be conditioned upon prior written notice to the Partnership identifying the name and address of the assignee and any other material information as to the identity of such assignee as may be reasonably requested. Notwithstanding anything to the contrary contained in this Section 9, any Holder may elect to transfer all or a portion of its Registrable Securities to any third party without assigning its rights hereunder with respect thereto; *provided*, that in any such event all rights under this Agreement with respect to the Registrable Securities so transferred shall cease and terminate. References to a Party in this Agreement shall be deemed to include any such transferee or assignee permitted by this Section 9.

14

Section 10. *Amendment of Registration Rights*

Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Partnership and the Holders of at least sixty-six and two-thirds percent (66⅔%) of the Registrable Securities or securities convertible into Registrable Securities. Any amendment or waiver effected in accordance with this Section 10 shall be binding upon each Holder and the Partnership.

Section 11. *Expiration, Termination and Delay of Registration*

(a) A Holder's registration rights will expire (and its Common Units shall cease to be Registrable Securities) if all Registrable Securities held by and issuable to such Holder may be sold under Rule 144 during any ninety (90) day period.

(b) The Partnership shall have no further obligations pursuant to this Agreement at such time as no Registrable Securities are outstanding after their original issuance; *provided*, that the Partnership's obligations under Sections 7 and 14 (and any related definitions) shall remain in full force and effect following such time.

(c) No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

Section 12. *Limitations on Subsequent Registration Rights*

From and after the date hereof, the Partnership may, without the prior written consent of the Holders, enter into any agreement with any holder or prospective holder of any securities of the Partnership which provides such holder or prospective holder of securities of the Partnership comparable, but not materially more favorable, information and registration rights to those granted to the Holders hereby.

Section 13. *"Market Stand-off" Agreement*

Each Holder hereby agrees that it will not, to the extent requested by the Partnership and an underwriter of securities of the Partnership, sell or otherwise transfer or dispose of any Registrable Securities, except securities included in such registration, during the one hundred eighty (180)-day period following the effective date of a registration statement of the Partnership filed under the Securities Act, and it will enter into agreements with the managing underwriters, if any, in connection with any such sale to give effect to the foregoing; *provided, however*, that all other Persons with registration rights (whether or not pursuant to this Agreement) enter into similar agreements. In order to enforce the foregoing covenant, the Partnership may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other Person subject to the foregoing restriction) until the end of such one hundred eighty (180)-day period. Notwithstanding the foregoing, the restrictions set forth in this Section 13 shall not apply to any Registrable Securities that are redeemed by the Partnership pursuant to a Redemption.

15

Section 14. *Miscellaneous*

(a) *Notices.* All notices and other communications provided for or permitted hereunder shall be in writing and shall be deemed to have been duly given and received when delivered by overnight courier or hand delivery, when sent by telecopy, or five (5) days after mailing if sent by registered or certified mail (return receipt requested) postage prepaid, to the Parties at the following addresses (or at such other address for any Party as shall be specified by like notices, *provided* that notices of a change of address shall be effective only upon receipt thereof).

If to the Partnership or Antero, at:

1615 Wynkoop Street

Denver, Colorado 80202
Attention: President

If to any Holder of Registrable Securities, to such Person's address as set forth on the records of the Partnership.

(b) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) *Headings.* The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

(e) *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(f) *Entire Agreement.* This Agreement is intended by the parties as a final expression of their agreement, and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein, with respect to the registration rights granted by the Partnership with respect to

16

Registrable Securities. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to such subject matter.

(g) *Securities Held by the Partnership or its Subsidiaries.* Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Partnership or its subsidiaries shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(h) *Termination.* This Agreement shall terminate when no Registrable Securities remain outstanding; provided that Sections 4 and 7 shall survive any termination hereof.

(i) *Specific Performance.* The parties hereto recognize and agree that money damages may be insufficient to compensate the Holders of any Registrable Securities for breaches by the Partnership of the terms hereof and, consequently, that the equitable remedy of specific performance of the terms hereof will be available in the event of any such breach.

[Signature pages follow]

17

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed as of the date first above written.

ANTERO MIDSTREAM PARTNERS LP

By: Antero Resources Midstream Management, LLC, its
general partner

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

[Published CUSIP Number: 03675BAA1]

CREDIT AGREEMENT

Dated as of November 10, 2014

among

ANTERO MIDSTREAM PARTNERS LP,
as the Borrower,WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Swingline Lender and
an L/C Issuer,

and

The Other Lenders Party Hereto

WELLS FARGO SECURITIES, LLC,
as Joint Lead Arranger and Sole Bookrunner

and

J.P. MORGAN SECURITIES LLC,
as Joint Lead ArrangerJPMORGAN CHASE BANK, N.A.,
as Syndication AgentBARCLAYS BANK PLC,
CAPITAL ONE NATIONAL ASSOCIATION,
CITIBANK, N.A. and
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as Co-Documentation Agents

TABLE OF CONTENTS

Section	Page
ARTICLE I DEFINITIONS AND ACCOUNTING TERMS	
1.01	1
1.02	36
1.03	37
1.04	38
1.05	38
1.06	38
1.07	38
ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS	
2.01	38
2.02	39
2.03	40
2.04	49
2.05	51
2.06	51
2.07	51
2.08	52
2.09	53
2.10	53
2.11	54
2.12	56
2.13	57
2.14	59
2.15	60
2.16	62
ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY	
3.01	63
3.02	68
3.03	69
3.04	69

3.05	Compensation for Losses	71
3.06	Mitigation Obligations; Replacement of Lenders	71
3.07	Survival	72

ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01	Conditions of Closing Date	72
4.02	Conditions to all Credit Extensions	77

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.01	Existence, Qualification and Power	77
5.02	Authorization; No Contravention	78
5.03	Governmental Authorization; Other Consents	78
5.04	Binding Effect	78
5.05	Financial Statements; No Material Adverse Effect	78
5.06	Litigation	79
5.07	No Default	79
5.08	Ownership of Property; Liens; Investments	79
5.09	Intellectual Property	81
5.10	Environmental Compliance	81
5.11	Insurance	81
5.12	Taxes	81
5.13	ERISA Compliance	82
5.14	Subsidiaries; Equity Interests; Loan Parties	82
5.15	Margin Regulations; Investment Company Act	83
5.16	Disclosure	83
5.17	Compliance with Laws	83
5.18	Solvency	83
5.19	Collateral Documents	83
5.20	State and Federal Regulation	83
5.21	Anti-Terrorism Laws; Foreign Corrupt Practices	84
5.22	Status as Senior Debt	85
5.23	Material Contracts	85
5.24	No Burdensome Restrictions	86
5.25	Transmitting Utility Status	86
5.26	Labor Matters	86

ARTICLE VI
AFFIRMATIVE COVENANTS

6.01	Financial Statements	86
6.02	Certificates; Other Information	88
6.03	Notices	90
6.04	Payment of Obligations	91
6.05	Preservation of Existence, Etc.	92
6.06	Maintenance of Properties	92

6.07	Maintenance of Insurance	92
6.08	Compliance with Laws	93
6.09	Books and Records	93
6.10	Inspection Rights	93
6.11	Use of Proceeds	93
6.12	Additional Subsidiaries; Additional Security	93
6.13	Compliance with Environmental Laws	94
6.14	Further Assurances	95
6.15	Compliance with Terms of Leaseholds	95
6.16	Material Contracts	95
6.17	Unrestricted Subsidiaries	95

ARTICLE VII
NEGATIVE COVENANTS

7.01	Liens	97
7.02	Indebtedness	99
7.03	Investments	100
7.04	Fundamental Changes	103
7.05	Dispositions	103
7.06	Restricted Payments	104
7.07	Change in Nature of Business	105
7.08	Transactions with Affiliates	105
7.09	Burdensome Agreements	105
7.10	Use of Proceeds	106
7.11	Financial Covenants	106
7.12	Amendments of Organization Documents	106
7.13	Accounting Changes	106
7.14	Prepayments, Etc. of Indebtedness	106
7.15	Amendment, Etc. of Indebtedness	107
7.16	Foreign Subsidiaries	107
7.17	State and FERC Regulatory Authority	107

7.18	Swap Contracts	107
7.19	Anti-Terrorism Law; Anti-Money Laundering; USA Patriot Act; Foreign Corrupt Practices Act	107
7.20	Embargoed Person	108
7.21	Deposit Accounts, Securities Accounts and Commodity Accounts	108
7.22	Material Contracts	108
7.23	Business of Borrower	109

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.01	Events of Default	109
------	-------------------	-----

iii

8.02	Remedies upon Event of Default	111
8.03	Application of Funds	112

ARTICLE IX
ADMINISTRATIVE AGENT

9.01	Appointment and Authority	113
9.02	Rights as a Lender	114
9.03	Exculpatory Provisions	114
9.04	Reliance by Administrative Agent	115
9.05	Delegation of Duties	115
9.06	Resignation of Administrative Agent	116
9.07	Non-Reliance on Administrative Agent and Other Lenders	117
9.08	No Other Duties, Etc.	117
9.09	Administrative Agent May File Proofs of Claim	117
9.10	Collateral and Guaranty Matters	118
9.11	Secured Cash Management Agreements and Secured Hedge Agreements	118
9.12	Co-Documentation Agent; Syndication Agent	119

ARTICLE X
MISCELLANEOUS

10.01	Amendments, Etc.	119
10.02	Notices; Effectiveness; Electronic Communications	121
10.03	No Waiver; Cumulative Remedies; Enforcement	123
10.04	Expenses; Indemnity; Damage Waiver	124
10.05	Payments Set Aside	126
10.06	Successors and Assigns	127
10.07	Treatment of Certain Information; Confidentiality	132
10.08	Right of Setoff	133
10.09	Interest Rate Limitation	133
10.10	Counterparts; Integration; Effectiveness	134
10.11	Survival of Representations and Warranties	134
10.12	Severability	134
10.13	Replacement of Lenders	135
10.14	Governing Law; Jurisdiction; Etc.	135
10.15	Waiver of Jury Trial	136
10.16	No Advisory or Fiduciary Responsibility	137
10.17	Electronic Execution of Assignments and Certain Other Documents	137
10.18	USA Patriot Act	137
10.19	Limitation of Recourse	138
10.20	Time of the Essence	138
10.21	ENTIRE AGREEMENT	138

iv

SIGNATURES	S-1
------------	-----

v

SCHEDULES

1.01	Specified IPO Transactions
2.01	Commitments and Applicable Percentages
5.06	Litigation
5.08(b)	Owned Real Property
5.08(c)	Leased Real Property (Lessee)
5.14	Subsidiaries and Other Equity Investments; Loan Parties
5.23	Material Contracts
6.12	Guarantors
7.02	Existing Indebtedness
7.03(f)	Existing Investments
7.08	Affiliate Transactions
7.09	Burdensome Agreements
10.02	Administrative Agent's Office, Certain Addresses for Notices

EXHIBITS

Form of

A-1	Loan Notice
A-2	Swingline Loan Notice
B	Note
C	Compliance Certificate
D-1	Assignment and Assumption
D-2	Administrative Questionnaire
E	Perfection Certificate
F	Security Agreement
G-1	U.S. Tax Certificate (For Foreign Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)
G-2	U.S. Tax Certificate (For Foreign Participants that are not Partnerships for U.S. Federal Income Tax Purposes)
G-3	U.S. Tax Certificate (For Foreign Participants that are Partnerships for U.S. Federal Income Tax Purposes)
G-4	U.S. Tax Certificate (For Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)
H	Mortgage

CREDIT AGREEMENT

This CREDIT AGREEMENT (“Agreement”) is entered into as of _____, 2014, among ANTERO MIDSTREAM PARTNERS, LP, a Delaware limited partnership (the “Borrower”), each lender and L/C Issuer from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Swingline Lender and L/C Issuer.

PRELIMINARY STATEMENTS:

The Borrower has requested that the Lenders provide a revolving credit facility, and the Lenders have indicated their willingness to lend and the L /C Issuer has indicated its willingness to issue letters of credit, in each case, on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“Acquisition Period” shall mean a period elected by the Borrower, such election to be exercised by the Borrower delivering written notice thereof to the Administrative Agent (who shall thereafter promptly notify the Lenders), commencing with the funding date of the purchase price for any Material Acquisition permitted hereunder and ending on the earlier of (a) the date that is the end of the second full fiscal quarter after such funding date, and (b) the Borrower’s election to terminate such Acquisition Period, such election to be exercised by the Borrower delivering notice thereof to the Administrative Agent (who shall thereafter promptly notify the Lenders); provided, that, once any Acquisition Period is in effect, the next Acquisition Period may not commence until the termination of such Acquisition Period then in effect.

“Adjusted Eurodollar Rate” means for any Interest Period with respect to any Eurodollar Rate Loan, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1.00%) equal to the product of (a) the Eurodollar Rate for such Interest Period multiplied by (b) the Statutory Reserves.

“Administrative Agent” means Wells Fargo in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in substantially the form of Exhibit D-2 or any other form approved by the Administrative Agent.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For the avoidance of doubt, as of the Closing Date, Antero Corp is an Affiliate of the Relevant Parties.

“Aggregate Commitments” means the Commitments of all the Lenders.

“Agreement” means this Credit Agreement.

“Antero Corp” means Antero Resources Corporation, a Delaware corporation.

“Antero Corp Agreements” means (a) the Purchase Option, (b) any fresh water distribution agreement entered into by the Borrower and Antero Corp upon the exercise of the Purchase Option, (c) the Contribution Agreement, (d) that certain Gathering and Compression Agreement, between Antero Corp and Midstream Operating, dated as of the date hereof, (e) that certain Right of First Offer Agreement, between Antero Corp and Midstream Operating, dated as of the date hereof, (f) that certain Water Services Agreement, between Antero Corp and Midstream Operating, dated as of the date thereof, (g) that certain License Agreement, between Antero Corp and the Borrower, dated as of the date hereof, (h) the Services Agreement and (i) that certain Joint Use Agreement, by and among the Borrower, Antero Midstream LLC and Antero Water LLC, dated as of November 10, 2014, in each case as such agreement may be amended, restated, supplemented or otherwise modified as permitted by Section 7.22.

“Anti-Terrorism Laws” has the meaning specified in Section 5.21(a).

“Applicable Percentage” means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the aggregate amount of the Lenders’ Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loans, the Swingline Lender to make Swingline Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, or if the Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Applicable Rate” means (a) from the Closing Date to the date on which the Administrative Agent receives a Compliance Certificate pursuant to Section 6.02(a) for the fiscal quarter ending December 31, 2014, 0.50% per annum for Base Rate Loans and 1.50% per annum for Eurodollar Rate Loans and Letter of Credit Fees, (b) from the Closing Date to the date on which the Administrative Agent receives a Compliance Certificate pursuant to Section 6.02(a) for the fiscal quarter ending December 31, 2014, 0.25% per annum for the Commitment Fee (the

“Initial Commitment Fee”), and (c) after the dates set forth in clauses (a) and (b) above, respectively, the applicable percentage per annum set forth below determined by reference to the Consolidated Total Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to [Section 6.02\(a\)](#):

Pricing Level	Consolidated Total Leverage Ratio	Applicable Rate		Commitment Fee
		Eurodollar Rate (Letters of Credit)	Base Rate (Swingline Loans)	
1	< 3.00 to 1.0	1.50 %	0.50 %	0.250 %
2	≥ 3.00 to 1.0 but < 3.50 to 1.0	1.625 %	0.625 %	0.300 %
3	≥ 3.50 to 1.0 but < 4.00 to 1.0	1.75 %	0.75 %	0.300 %
4	≥ 4.00 to 1.0 but < 4.50 to 1.0	2.00 %	1.00 %	0.375 %
5	≥ 4.50 to 1.0	2.25 %	1.25 %	0.375 %

Any increase or decrease in the Applicable Rate resulting from a change in the Consolidated Total Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to [Section 6.02\(a\)](#); provided, however, that if a Compliance Certificate is not delivered when due in accordance with such Section, then, upon the request of the Required Lenders, Pricing Level 5 shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and in each case shall remain in effect until the date on which such Compliance Certificate is delivered.

Notwithstanding anything to the contrary contained in this definition, the determination of the Applicable Rate for any period shall be subject to the provisions of [Section 2.09\(b\)](#).

“Appropriate Lender” means, at any time, (a) with respect to the Aggregate Commitments, a Lender that has a Commitment or holds a Loan at such time, (b) with respect to the Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to [Section 2.03\(a\)](#), the Lenders and (c) with respect to the Swingline Commitment, the Swingline Lender.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Asset Sale” means any Disposition by any Relevant Party of (a) any Equity Interest owned by such Relevant Party in any other Relevant Party or (b) all or any portion of the assets owned by any Relevant Party, provided that “Asset Sale” shall not include (i) any Investment permitted under [Section 7.03](#), (ii) any merger, dissolution, liquidation, consolidation or Disposition permitted under [Section 7.04](#), (iii) any Restricted Payment permitted under [Section 7.06](#), or (iv) any Disposition pursuant to [Section 7.05](#).

3

“Assignee Group” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by [Section 10.06\(b\)](#)), and accepted by the Administrative Agent, in substantially the form of [Exhibit D-1](#) or any other form approved by the Administrative Agent.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation of any Person, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease and (c) all Synthetic Debt of any Person.

“Audited Financial Statements” means the audited consolidated balance sheet of the predecessor to the Borrower and its Restricted Subsidiaries for the fiscal years ended December 31, 2011, December 31, 2012 and December 31, 2013, and the related consolidated statements of income or operations, stockholders’ equity and cash flows for such fiscal year of the predecessor to the Borrower and its Restricted Subsidiaries, including the notes thereto.

“AutoBorrow Agreement” means any agreement providing for automatic borrowing services between Borrower and the Swingline Lender.

“Auto-Extension Letter of Credit” has the meaning specified in [Section 2.03\(b\)\(iii\)](#).

“Availability Period” means the period from and including the Closing Date to the earliest of (a) the Maturity Date, (b) the date of termination of the Commitments pursuant to [Section 2.05](#), and (c) the date of termination of the commitment of each Lender to make Loans, of the obligation of the L/C Issuer to make L/C Credit Extensions and the obligation of the Swingline Lender to make Swingline Loans, in each case pursuant to [Section 8.02](#).

“Available Cash” means “Available Cash” as defined in the Partnership Agreement as of the Closing Date.

“Base Rate” means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Wells Fargo as its “prime rate”, and (c) the Adjusted Eurodollar Rate plus 1.00%. The “prime rate” is a rate set by Wells Fargo based upon various factors including Wells Fargo’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Wells Fargo shall take effect at the opening of business on the day specified in the public announcement of such change.

4

“Base Rate Loan” means a Loan (including any Swingline Loan) that bears interest based on the Base Rate.

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning specified in [Section 6.02](#).

“Borrowing” means an extension of credit consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Lenders pursuant to [Section 2.01](#).

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent’s Office is located or in New York City and, if such day relates to any Eurodollar Rate Loan, means any such day that is also a London Banking Day.

“Capitalized Leases” means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

“Cash Collateralize” means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, as collateral for L/C Obligations or obligations of the Lenders to fund participations in respect thereof (as the context may require), cash or deposit account balances or, if the L/C Issuer shall

agree in its sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to (a) the Administrative Agent and (b) the L/C Issuer. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Equivalents" means any of the following types of Investments, to the extent owned by the Borrower or any of its Subsidiaries free and clear of all Liens (other than Liens created under the Collateral Documents and other Liens permitted hereunder):

- (a) marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;
- (b) time or demand deposits with, or certificates of deposit or bankers' acceptances of, any branch of any commercial bank that (i) is a Lender or (ii) (A) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (B) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and

5

(C) has combined capital and surplus of at least \$1,000,000,000, in each case with maturities of not more than 90 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof; and

(d) Investments, classified in accordance with GAAP as current assets of the Borrower or any of its Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"Cash Management Bank" means (a) a Lender or an Affiliate of a Lender that is a party to a Cash Management Agreement on the Closing Date or (b) any Person that, at the time it enters into a Cash Management Agreement, is a Lender or an Affiliate of a Lender, in each case, in its capacity as a party to such Cash Management Agreement.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

"CERCLIS" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

6

"Change of Control" means an event or series of events by which:

(a) the General Partner shall fail to directly own and control beneficially and of record (free and clear of all Liens other than non-consensual Liens of the type permitted to be on Equity Interests under Section 7.01; provided that, this exception shall not apply to any foreclosure with respect to such Liens) 100% of the general partner interests of the Borrower; or

(b) the Borrower shall fail to directly own and control beneficially and of record (free and clear of all Liens other than Liens of the type permitted to be on Equity Interests under Section 7.01; provided that, this exception shall not apply to any foreclosure with respect to such Liens) 100% of the Equity Interests of Midstream Operating; or

(c) (i) the Equity Investor shall fail to directly or indirectly own and control (free and clear of all Liens other than non-consensual Liens of the type permitted to be on Equity Interests under Section 7.01; provided that, this exception shall not apply to any foreclosure with respect to such Liens) greater than 50% of the Voting Stock of the General Partner or (ii) the Equity Investor shall fail to directly or indirectly own and control (free and clear of all Liens other than non-consensual Liens of the type permitted to be on Equity Interests under Section 7.01; provided that, this exception shall not apply to any foreclosure with respect to such Liens) greater than 50% of the economic Equity Interests of the General Partner; or

(d) during any period of 12 consecutive months, a majority of the members of the board of managers or other equivalent governing body of the General Partner cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body, (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body, or (iv) whose election or nomination to that board or other equivalent governing body was approved by the same Persons that had the power to designate, appoint or elect the individuals referred to in clauses (i) and (ii) above at the time such individuals were designated, appointed or elected.

"Closing Date" means the first date all the conditions precedent in Section 4.01(a) are satisfied or waived in accordance with Section 10.01.

"Co-Documentation Agents" shall mean, collectively, Barclays Bank PLC, Capital One National Association, Citibank, N.A. and Credit Agricole Corporate and Investment Bank, each in its capacity as a Documentation Agent hereunder.

7

"Code" means the Internal Revenue Code of 1986.

"Collateral" means all of the "Collateral" and "Mortgaged Property" referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Administrative Agent for the benefit of the Secured Parties.

“Collateral Documents” means, collectively, the Security Agreement, the Mortgages, each of the mortgages, collateral assignments, Joinder Agreements, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Administrative Agent pursuant to Section 6.12, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Administrative Agent for the benefit of the Secured Parties.

“Commercial Operation Date” means the date on which a Material Project is substantially complete and commercially operable.

“Commitment” means, as to each Lender, its obligation to (a) make Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations and (c) purchase participations in Swingline Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Commitment Fee” has the meaning specified in Section 2.08(a).

“Commitment Letter” means the Commitment Letter, dated February 24, 2014, among Antero Resources Midstream LLC (as predecessor-in-interest to the Borrower), WFS and Wells Fargo as modified by that certain (a) Joinder Agreement, dated April 1, 2014, among Antero Resources Midstream LLC (as predecessor-in-interest to the Borrower), WFS, Wells Fargo, JPMS and JPMorgan Chase Bank, N.A., (b) Commitment Letter Extension, dated May 9, 2014, among Antero Resources Midstream LLC (as predecessor-in-interest to the Borrower), WFS, Wells Fargo, JPMS and JPMorgan Chase Bank, N.A., (c) Commitment Letter Extension, dated June 30, 2014, among Antero Resources Midstream LLC (as predecessor-in-interest to the Borrower), WFS, Wells Fargo, JPMS and JPMorgan Chase Bank, N.A. and (d) Commitment Letter Extension and Amendment, dated September 30, 2014, among Antero Resources Midstream LLC (as predecessor-in-interest to the Borrower), WFS, Wells Fargo, JPMS and JPMorgan Chase Bank, N.A.

“Commodity Exchange Act” shall mean the Commodity Exchange Act (7. U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Compliance Certificate” means a certificate substantially in the form of Exhibit C.

8

“Consolidated EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of the Borrower and its Restricted Subsidiaries on a consolidated basis for the most recently completed Measurement Period plus, without duplication, (a) the following to the extent deducted in calculating such Consolidated Net Income: (i) Consolidated Interest Charges, (ii) income tax expense (including any franchise taxes to the extent based upon net income) of the Borrower and its Restricted Subsidiaries for such period, (iii) depreciation and amortization expense, and (iv) other non-cash items reducing such Consolidated Net Income (in each case of or by the Borrower and its Restricted Subsidiaries for such Measurement Period), including, without limitation, losses arising from ceiling test writedowns, non-cash losses or charges resulting from the requirements of SFAS 123, 123R, 133 or 143 and non-cash losses resulting from the mark-to-market accounting of inventory or swaps but excluding accruals of or reserves for cash charges for any future period, and (b) any Material Project Consolidated EBITDA Adjustments, and minus (c) the following to the extent included in calculating such Consolidated Net Income: (A) income tax credits (including with respect to franchise taxes to the extent based upon net income) of the Borrower and its Restricted Subsidiaries for such period and (B) all non-cash items increasing Consolidated Net Income (in each case of or by the Borrower and its Restricted Subsidiaries for such Measurement Period). If during such period the Borrower or any Restricted Subsidiary consummates an acquisition of assets or of a Person that becomes a Restricted Subsidiary (including in connection with the consummation of the Public Offering) or an Asset Sale or enters into a Sale Leaseback Transaction, then Consolidated EBITDA shall be calculated after giving effect to such acquisition, Asset Sale or Sale Leaseback Transaction as if such acquisition, Asset Sale or Sale Leaseback Transaction had occurred on the first day of such Measurement Period.

Consolidated EBITDA may include, at the Borrower’s option, any Material Project Consolidated EBITDA Adjustments, as provided below. As used herein, a “Material Project Consolidated EBITDA Adjustment” means, with respect to each Material Project of the Borrower or a Restricted Subsidiary:

(x) prior to the Commercial Operation Date of a Material Project (but including the fiscal quarter in which such Commercial Operation Date occurs), a percentage (equal to the then-current completion percentage of such Material Project) of an amount to be approved by the Administrative Agent as the projected Consolidated EBITDA of the Borrower and its Restricted Subsidiaries with respect to such Material Project for the first 12-month period following the scheduled Commercial Operation Date of such Material Project (such amount to be determined based on predominantly fee based contracts relating to such Material Project, the creditworthiness of the other parties to such contracts, and projected revenues from such contracts, capital costs and expenses, scheduled Commercial Operation Date, and other factors reasonably deemed appropriate by the Administrative Agent), which may, at the Borrower’s option, be added to actual Consolidated EBITDA for the fiscal quarter in which construction of the Material Project commences and for each fiscal quarter thereafter until the Commercial Operation Date of such Material Project (including the fiscal quarter in which such Commercial Operation Date occurs, but net of any actual Consolidated EBITDA of the Borrower and its Restricted Subsidiaries attributable to such Material Project following such Commercial

9

Operation Date); provided that if the actual Commercial Operation Date does not occur by the scheduled Commercial Operation Date, then the foregoing amount shall be reduced, for quarters ending after the scheduled Commercial Operation Date to (but excluding) the first full quarter after its actual Commercial Operation Date, by the following percentage amounts depending on the period of delay (based on the period of actual delay or then-estimated delay, whichever is longer): (i) 90 days or less, 0%, (ii) longer than 90 days, but not more than 180 days, 25%, (iii) longer than 180 days, but more than 270 days, 50%, and (iv) longer than 270 days, 100%; and

(y) beginning with the first full fiscal quarter following the Commercial Operation Date of a Material Project and for two immediately succeeding fiscal quarters, an amount to be approved by the Administrative Agent as the projected Consolidated EBITDA of the Borrower and its Restricted Subsidiaries attributable to such Material Project (determined in the same manner as set forth in clause (x) above) for the balance of the four full fiscal quarter period following such Commercial Operation Date, which may, at the Borrower’s option, be added to actual Consolidated EBITDA for such fiscal quarters (but net of any actual Consolidated EBITDA of the Borrower and its Restricted Subsidiaries attributable to such Material Project following such Commercial Operation Date).

(z) Notwithstanding the foregoing, no such additions shall be allowed with respect to any Material Project unless (i) not later than 30 days or such lesser number of days as may be agreed to by the Administrative Agent in its sole discretion prior to the delivery of any Compliance Certificate required by Section 6.02(a), to the extent Material Project Consolidated EBITDA Adjustments will be made to Consolidated EBITDA in determining compliance with Section 7.11, the Borrower shall have delivered to the Administrative Agent written pro forma projections of Consolidated EBITDA of the Borrower and its Restricted Subsidiaries attributable to such Material Project, and prior to the date such Compliance Certificate is required to be delivered, the Administrative Agent shall have approved (such approval not to be unreasonably withheld, conditioned or delayed) such projections and shall have received such other information and documentation as the Administrative Agent may reasonably request, all in form and substance reasonably satisfactory to the Administrative Agent, and (ii) the aggregate amount of all Material Project Consolidated EBITDA Adjustments during any period does not exceed 20% of the total actual Consolidated EBITDA of the Borrower and its Restricted Subsidiaries for such period (which total actual Consolidated EBITDA shall be determined without including any Material Project Consolidated EBITDA Adjustments).

“Consolidated Funded Indebtedness” means, as of any date of determination, for the Borrower and its Restricted Subsidiaries on a consolidated basis, the sum (without duplication) of:

(a) the outstanding principal amount of all obligations, whether current or long-term, for borrowed money (including Obligations hereunder) and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments representing obligations for borrowed money,

10

(b) the outstanding principal amount of all Attributable Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and Synthetic Debt,

(c) all direct obligations arising under bankers' acceptances and similar instruments, all Unreimbursed Amounts, and all obligations to reimburse drawings under letters of credit other than Letters of Credit,

(d) the outstanding principal amount of all obligations in respect of the deferred purchase price of property or services (other than accounts payable in the ordinary course of business),

(e) all Guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (d) above of Persons other than the Borrower or any Restricted Subsidiary, and

(f) all Indebtedness of the types referred to in clauses (a) through (e) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which the Borrower or a Restricted Subsidiary is a general partner or joint venturer, to the extent the Borrower or such Restricted Subsidiary is directly liable for the payment of such Indebtedness, which shall include any Guarantees thereof.

"Consolidated Interest Charges" means, with respect to the Borrower and its Restricted Subsidiaries on a consolidated basis for any Measurement Period, the sum (without duplication) of (a) all interest, premium payments, debt discount, fees, charges and related expenses in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, (b) all interest paid or payable with respect to discontinued operations and (c) the portion of rent expense under Capitalized Leases that is treated as interest in accordance with GAAP, plus (d) their net payments (or minus their net receipts) under Swap Contracts with respect to interest rates.

"Consolidated Interest Coverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated EBITDA to (b) Consolidated Interest Charges, in each case, of or by the Borrower and its Restricted Subsidiaries on a consolidated basis for the most recently completed Measurement Period.

"Consolidated Net Income" means, at any date of determination, the net income (or loss) of the Borrower and its Restricted Subsidiaries on a consolidated basis for the most recently completed Measurement Period; provided that (a) Consolidated Net Income shall exclude extraordinary gains and extraordinary losses for such Measurement Period, (b) Consolidated Net Income shall exclude the net income (or loss) of any Restricted Subsidiary during such Measurement Period to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of such income is not permitted by operation of the terms of its Organization Documents or any agreement, instrument or Law applicable to such Restricted Subsidiary during such Measurement Period, and (c) Consolidated Net Income shall exclude any income (or loss) for such Measurement Period of any Person if such Person is not

11

the Borrower or a Restricted Subsidiary, and (d) Consolidated Net Income shall include the amount of net income actually distributed in cash during such Measurement Period to the Borrower or any Restricted Subsidiary from any Joint Venture or other Person that is not a Restricted Subsidiary up to an aggregate amount not to exceed 25% of Consolidated EBITDA for such Measurement Period (and, in the case of a dividend or other distribution to a Restricted Subsidiary, such Restricted Subsidiary is not precluded from further distributing such amount to the Borrower as described in clause (b) of this proviso).

"Consolidated Net Tangible Assets" means the net book value of all assets of the Borrower and its Restricted Subsidiaries on a consolidated basis, excluding any such assets which would be treated as intangible under GAAP (including such assets as good will, trademarks, trade names, service marks, brand names, copyrights, and patents). On any date of determination Consolidated Net Tangible Assets will be determined based on the consolidated balance sheet then most recently delivered under Section 6.01(a) or (b) (or, prior to the first such delivery, the most recent consolidated balance sheet of the Borrower and its Restricted Subsidiaries delivered to the Administrative Agent and each Lender on or prior to the Closing Date).

"Consolidated Senior Secured Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness of the Borrower and its Restricted Subsidiaries (other than such Consolidated Funded Indebtedness that is not secured by a Lien) as of such date, to (b) Consolidated EBITDA of the Borrower and its Restricted Subsidiaries for the most recently completed Measurement Period.

"Consolidated Total Assets" shall mean, as of any date, the total assets of the Borrower and its Restricted Subsidiaries, determined in accordance with GAAP, in each case based on the consolidated balance sheet then most recently delivered under Section 6.01(a) or (b) (or, prior to the first such delivery, the most recent consolidated balance sheet of the Borrower and its Restricted Subsidiaries delivered to the Administrative Agent and each Lender on or prior to the Closing Date).

"Consolidated Total Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness of the Borrower and its Restricted Subsidiaries as of such date, to (b) Consolidated EBITDA of the Borrower and its Restricted Subsidiaries for the most recently completed Measurement Period.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other contract to which such Person is a party or by which it or any of its property is bound.

"Contribution" means the transactions contemplated by the Contribution Agreement.

"Contribution Agreement" means that certain Amended and Restated Contribution Agreement dated as of November 10, 2014, between, Antero Corp and the Borrower (as successor-in-interest to Antero Resources Midstream LLC), as in effect on the Closing Date and

12

as may be amended, modified, supplemented, restated, replaced or substituted from time to time as permitted hereby.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise (provided that individual natural persons who are members of a board of managers or board of directors of a Person shall not be deemed to Control such Person solely because of such membership). "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Extension" means each of the following: (a) a Borrowing, (b) a Swingline Borrowing and (c) an L/C Credit Extension.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Eurodollar Rate Loan plus 2% per annum and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2% per annum.

“Defaulting Lender” means, subject to Section 2.15(b), any Lender that, as determined by the Administrative Agent, (a) has failed to (i) fund any portion of the Loans, Swingline Loans or participations in L/C Obligations, within three Business Days of the date required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the Swingline Lender, any L/C Issuer, or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within three Business Days of the date due, (b) has notified the Borrower, the Administrative Agent or any Lender that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default,

shall be specifically identified in such writing or public statement) cannot be satisfied) or generally under other syndicated credit agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith. The granting or creation of a Lien is not a Disposition.

“Dollar” and “\$” mean lawful money of the United States.

“Domestic Subsidiary” shall mean each Subsidiary that is not a Foreign Subsidiary.

“Easement” means any right-of-way agreement, easement, surface use agreement, or other similar document relating to any Pipeline Asset owned or held by any Relevant Party at the time in question.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 10.06(b)(iii), (v) and (vii) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

“Embargoed Person” has the meaning specified in Section 7.20.

“Environmental Laws” means any and all Federal, state, local, and foreign statutes, Laws relating to pollution and/or the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any other Relevant Party directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous

Materials, or (d) the release or threatened release of any Hazardous Materials into the environment.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Equity Investor” means Antero Resources Investment LLC.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that together with the Borrower is treated as a single employer Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA with respect to a Pension Plan, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

“Eurodollar Rate” means:

(a) for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to (i) the LIBOR Rate administered by the ICE Benchmark Administration or the successor thereto if the ICE Benchmark Administration is no longer making a

LIBOR rate available (“LIBOR”), as published by Reuters (or such other commercially available source providing quotations of LIBOR as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two London Banking Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period or, (ii) if such rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in

same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted and with a term equivalent to such Interest Period would be offered by Wells Fargo's London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two London Banking Days prior to the commencement of such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to (i) LIBOR, at approximately 11:00 a.m., London time determined two London Banking Days prior to such date for Dollar deposits being delivered in the London interbank market for a term of one month commencing that day or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the date of determination in same day funds in the approximate amount of the Base Rate Loan being made or maintained and with a term equal to one month would be offered by Wells Fargo's London Branch to major banks in the London interbank Eurodollar market at their request at the date and time of determination;

provided that in no event shall the Eurodollar Rate be less than zero.

"Eurodollar Rate Loan" means a Loan that bears interest at a rate based on the Adjusted Eurodollar Rate.

"Event of Default" has the meaning specified in Section 8.01.

"Excluded Assets" means (a) property and assets the pledge or granting of a security interest in which would violate contractual restrictions or applicable law or would require the consent or approval of a third party, in each case, unless such restrictions are rendered ineffective under the Uniform Commercial Code of any applicable jurisdiction or, in the case of Equity Interests, unless such restriction is not contained in a bona fide agreement with a third party that is not an Affiliate of the Borrower, (b) except to the extent perfection of a security interest can be accomplished by filing a financing statement, letter of credit rights and assets or properties subject to certificates of title, (c) property or assets owned by an Unrestricted Subsidiary, unless such Unrestricted Subsidiary has elected to be a Loan Party, (d) Real Property and Easements not required to be subject to a Mortgage in order for the Mortgage Requirement to be satisfied, (e) without limiting the Loan Parties' obligation to comply with the Mortgage Requirement or grant security interests in other improvements located on Real Property that is subject to a Mortgage, any building (defined as a structure with four walls and a roof) located on Real Property that is

16

subject to a Mortgage, (f) United States intent-to-use trademark applications, and (g) property and assets with respect to which the Administrative Agent reasonably determines the time or expense of obtaining a pledge or grant of a security interest therein outweighs the benefits thereof.

"Excluded Swap Obligation" shall mean with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) or (b) any other Swap Obligation designated as an "Excluded Swap Obligation" of such Guarantor as specified in any agreement between the relevant Loan Parties and hedge counterparty applicable to such Swap Obligations, and agreed by the Administrative Agent. If a Swap Obligation arises under a master agreement governing more than one Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender (including for purposes of this definition, the Swingline Lender or the L/C Issuer) or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a Law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 3.06(b)) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(e) and (d) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"Executive Order" has the meaning specified in Section 5.21(a).

"Extraordinary Receipt" means any cash received by or paid to or for the account of any Person not in the ordinary course of business, including tax refunds, pension plan reversions, proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings), condemnation awards (and payments in lieu thereof), indemnity payments and any purchase price adjustments; provided, however, that an Extraordinary Receipt shall not include cash receipts from proceeds of insurance, condemnation awards (or payments in lieu thereof) or indemnity payments to the extent that such proceeds,

17

awards or payments (a) are received by any Person in respect of loss or damage to equipment, fixed assets or Real Property or Easements or other losses and are applied (or in respect of which expenditures were previously incurred) to replace or repair the equipment, fixed assets, Real Property or Easements in respect of which such proceeds were received or (b) are received by any Person in respect of any third party claim against such Person and applied to pay (or to reimburse such Person for its prior payment of) such claim and the costs and expenses of such Person with respect thereto.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) (1) of the Code, any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

"FCPA" has the meaning specified in Section 5.21(d).

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Wells Fargo on such day on such transactions as determined by the Administrative Agent; *provided* that in no event shall the Federal Funds Rate be less than zero.

"FERC" shall mean the Federal Energy Regulatory Commission or any of its successors.

"Finance Co" shall mean any direct, wholly-owned Subsidiary of the Borrower incorporated to become or otherwise serving as a co-issuer or co-borrower of Indebtedness permitted by this Agreement, which Subsidiary meets the following conditions at all times: (a) the provisions of Section 6.12 have been complied with in respect of such Subsidiary, and such Subsidiary is a Restricted Subsidiary and a Loan Party, (b) such Subsidiary shall be a corporation and (c) such Subsidiary has not (i) incurred, directly or indirectly any Indebtedness or any other obligation or liability whatsoever other than the Indebtedness that it was formed to co-issue or co-borrow (including, for the avoidance of doubt, any additional series, tranche or issuance of such type of Indebtedness) and for which it serves as co-issuer or co-borrower, (ii) engaged in any business, activity or transaction, or owned any property, assets or Equity Interests other than (A) performing its obligations and activities incidental to the co-issuance or co-borrowing of the Indebtedness that it was formed to co-issue or co-borrower and (B) other activities incidental to the maintenance of its existence, including legal, tax and accounting administration, (iii)

consolidated with or merged with or into any Person, or (iv) failed to hold itself out to the public as a legal entity separate and distinct from all other Persons.

“Foreign Lender” means a Lender that is not a U.S. Person (including such a Lender when acting in the capacity of the Swingline Lender or the L/C Issuer).

“Foreign Subsidiary” means any Subsidiary that is incorporated or organized under the laws of any jurisdiction other than the United States of America, any State thereof or the District of Columbia.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

“Fronting Exposure” means, at any time there is a Defaulting Lender, with respect to the L/C Issuer, such Defaulting Lender’s Applicable Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“General Partner” means Antero Resources Midstream Management LLC, a Delaware limited liability company.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, any (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the

purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantors” means, collectively, the Restricted Subsidiaries of the Borrower listed on Schedule 6.12 (which shall be all Restricted Subsidiaries as of the Closing Date) and each other Restricted Subsidiary of the Borrower that is required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6.12.

“Guaranty” means, collectively, the Guarantee made by the Guarantors in favor of the Secured Parties in the Security Agreement, together with each other guaranty and guaranty supplement delivered pursuant to Section 6.12.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Hedge Bank” means (a) a Lender or an Affiliate of a Lender that is a party to a Swap Contract, or any transactions or confirmations thereunder, on the Closing Date or (b) any Person that, at the time it enters into a Swap Contract, or any transactions or confirmations thereunder, permitted under ARTICLE VI or ARTICLE VII, in each case, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Swap Contract.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) the outstanding principal amount of all obligations of such Person, whether current or long-term, for borrowed money (including Obligations hereunder) and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments representing obligations for borrowed money;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties and similar instruments;

(c) all obligations of such Person to pay the deferred purchase price of property or services (other than accounts payable in the ordinary course of business and not past due for more than 90 days after the date on which such account was due, unless being contested in good faith by appropriate proceedings and for which any reserves are required by GAAP are maintained);

(d) all Indebtedness (excluding prepaid interest thereon) of others secured by a Lien on property owned by such Person (including Indebtedness arising under conditional sales or other title retention agreements), whether or not such Indebtedness shall have been assumed by such Person or is limited in recourse;

(e) all Attributable Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and Synthetic Debt of such Person;

(f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any similar payment, at any time prior to the date that is 90 days after the Maturity Date, in respect of any Equity Interest in such Person or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(g) all Guarantees of such Person in respect of any of the foregoing Indebtedness of another Person.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer to the extent that such Person is directly liable therefor, which shall include any Guarantees thereof.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“Indemnitees” has the meaning specified in Section 10.04(b).

“Information” has the meaning specified in Section 10.07.

“Initial Commitment Fee” has the meaning specified in the definition of Applicable Rate.

“Information Memorandum” means the information memorandum dated November 10, 2014, used by the Sole Bookrunner in connection with the syndication of the Commitments.

21

“Interest Payment Date” means, (a) as to any Eurodollar Rate Loan, the last day of each Interest Period applicable to such Eurodollar Rate Loan and the Maturity Date; provided, however, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date, and (c) as to any Swingline Loan, the day such Swingline Loan is required to be repaid pursuant to Section 2.16.

“Interest Period” means, as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two, three, six or, with the consent of the Lenders, twelve months thereafter, as selected by the Borrower in its Loan Notice or, if consented to by all the Appropriate Lenders, any shorter period; provided that:

- (a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;
- (b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and
- (c) no Interest Period shall extend beyond the Maturity Date.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person in another Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other Indebtedness of or Equity Interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of related transactions) of all or any material portion of the assets of another Person, to the extent constituting a division or line of business of such Person and excluding, for the avoidance of doubt, purchases of inventory or equipment in the ordinary course of business. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

“Investment Grade Rating” means the long-term, senior, non-credit enhanced debt of Borrower being rated BBB- or better by S&P or Baa3 or better by Moody’s; provided that the noninvestment grade rating from the other rating agency must be at least either Ba1 (stable), if Moody’s, and BB+ (stable), if S&P.

“Investment Grade Rating Event” shall mean the first day occurring after the Closing Date upon which the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer certifying that (a) Borrower’s Corporate Credit Rating has received an

22

Investment Grade Rating, (b) no Default or Event of Default has occurred and is continuing and (c) the Borrower is in pro forma compliance with the financial covenants set forth in Section 7.11 as of the last day of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01(a) or (b).

“IPO Costs” means all fees, costs and expenses incurred or payable by (without duplication) the Borrower and the Restricted Subsidiaries or any direct or indirect parent thereof in connection with the consummation of the Public Offering and the Specified IPO Transactions, including any amortization of such fees, costs and expenses.

“IRS” means the United States Internal Revenue Service.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

“Issuer Documents” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower (or any Subsidiary) or in favor of the L/C Issuer and relating to such Letter of Credit.

“Joinder Agreement” means an agreement in the form of Annex I to the Security Agreement.

“Joint Lead Arrangers” means, collectively, WFS and JPMS, each in its capacity as a Joint Lead Arranger.

“Joint Venture” means a corporation, limited liability company, limited partnership or statutory trust that is not a Subsidiary and that is owned jointly by the Borrower or any Subsidiary and one or more Persons other than the Borrower and its Subsidiaries.

“Joint Venture Agreement” means any bona fide agreement or organizational document governing any Joint Venture.

“JPMS” means J.P. Morgan Securities LLC and its successors.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, , regulations, orders, decrees, ordinances, governmental restrictions, injunctions, writs, codes and administrative or judicial judgments, including the interpretation thereof by, or any agreements with any Governmental Authority to the extent having the force and effect of law.

“L/C Advance” means, with respect to each Lender, such Lender’s funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

23

“L/C Borrowing” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced by means of a Borrowing.

“L/C Credit Extension” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“L/C Issuer” means Wells Fargo or any other Lender appointed by the Borrower (with the approval of the Swingline Lender and the Administrative Agent and the acceptance of such appointment by such Lender) in such capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder. The “L/C Issuer” means the relevant L/C Issuer or each L/C Issuer, as the case may be.

“L/C Obligations” means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Lender” has the meaning specified in the introductory paragraph hereto.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify in writing to the Borrower and the Administrative Agent.

“Letter of Credit” means any standby letter of credit issued hereunder.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

“Letter of Credit Expiration Date” means the day that is five Business Days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next following Business Day).

“Letter of Credit Fee” has the meaning specified in Section 2.03(h).

“Letter of Credit Sublimit” means an amount equal to \$150,000,000 (or, if less, the Aggregate Commitments). The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or

24

preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way, other encumbrance on title to Real Property or Easements, or financing lease having substantially the same economic effect as any of the foregoing).

“Loan” means the loans specified in Section 2.01.

“Loan Documents” means, collectively, (a) this Agreement, (b) the Notes, (c) the Collateral Documents, (d) the Commitment Letter, (e) each Issuer Document and (f) any AutoBorrow Agreement.

“Loan Notice” means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Eurodollar Rate Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A-1.

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“London Banking Day” means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

“Master Limited Partnership” means a publicly-traded limited partnership or limited liability company meeting the gross income requirements of Section 7704(c) (2) of the Code.

“Material Acquisition” means any Permitted Acquisition by the Borrower or any Restricted Subsidiary for consideration in excess of \$20,000,000.

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, assets or financial condition of the Borrower and its Restricted Subsidiaries, taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent or the Lenders under any Loan Document, or of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

“Material Contract” means (a) the Contribution Agreement, (b) the Antero Corp Agreements, (c) any Contractual Obligation to which a Relevant Party is a party involving aggregate annual consideration payable to such Relevant Party of greater than or equal to the greater of (i) \$10,000,000 or (ii) 10% of the annual revenues of the Relevant Parties, taken as a whole, for the most recently ended fiscal year for which a Compliance Certificate was or should have been delivered and (d) any Contractual Obligation as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

“Material Project” means the construction or expansion of any capital project of the Borrower or any Restricted Subsidiary, which satisfies the following: (a) the aggregate capital

25

cost of which exceeds, or is reasonably expected by the Borrower to exceed, \$20,000,000, (b) such construction or expansion project was not contemplated by the financial models of the Borrower as of the Closing Date and (c) such construction or expansion project is a discrete project outside of the ordinary course of the Borrower’s business for which there is a defined start date and identifiable completion date.

“Material Project Consolidated EBITDA Adjustment” has the meaning specified in the definition of Consolidated EBITDA.

“Maturity Date” means November 10, 2019; provided, however, that if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

“Measurement Period” means, at any date of determination, the most recently completed four fiscal quarters of the Borrower or, if fewer than four full consecutive fiscal quarters of the Borrower have been completed since the Closing Date, the fiscal quarters of the Borrower that have been completed since the Closing Date. For all purposes of this Agreement when determining (a) an amount of any item included in the calculation of a financial ratio or financial covenant for the fiscal quarter ended December 31, 2014, such amount for the Measurement Period then ended shall equal such item for such fiscal quarter multiplied by four; (b) an amount of any item included in the calculation of a financial ratio or financial covenant for the fiscal quarter ended March 31, 2015, such amount for the Measurement Period then ended shall equal such item for the two fiscal quarters then ended multiplied by two; and (c) an amount of any item included in the calculation of a financial ratio or financial covenant for the fiscal

quarter ended June 30, 2015, such amount for the Measurement Period then ended shall equal such item for the three fiscal quarters then ended multiplied by 4/3.

“Midstream Operating” means Antero Midstream LLC, a Delaware limited liability company.

“Midstream Operating Credit Agreement” means that certain Credit Agreement, dated as of February 28, 2014 between Midstream Operating, the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent, as amended, modified or supplemented from time to time prior to the date hereof.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Mortgages” has the meaning specified in Section 4.01(a)(iv).

“Mortgage Requirement” shall mean a requirement that the Loan Parties shall have granted to the Administrative Agent a perfected Lien on at least ninety percent (90%) of the value (including the value of improvements owned by any Loan Party and located thereon) of all Real Property and Easements of the Loan Parties. For purposes of this definition, value shall be determined by reference to Consolidated Total Assets.

26

“Mortgaged Properties” means all Real Property and Easements required to be subject to a Mortgage that is delivered pursuant to the terms of this Agreement.

“Multiemployer Plan” means any employee benefit plan within the meaning of Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“Net Cash Proceeds” means:

(a) with respect to any Asset Sale by any Relevant Party, or any Extraordinary Receipt received or paid to the account of any Relevant Party, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents), (B) the reasonable and customary out-of-pocket expenses incurred by such Relevant Party in connection with such transaction and (C) Taxes reasonably estimated to be actually payable within two years of the date of the relevant transaction as a result of any gain recognized in connection therewith; and

(b) with respect to the issuance or sale of any Indebtedness by any Relevant Party, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such transaction over (ii) the sum of the amounts paid for any substantially concurrent refinancing of any other Indebtedness plus the underwriting discounts and commissions, and other reasonable and customary out-of-pocket expenses, incurred by such Relevant Party in connection with such issuance or sale and any such refinancing.

“Non-Extension Notice Date” has the meaning specified in Section 2.03(b)(iii).

“Non-Recourse Debt” shall mean Indebtedness as to which neither the Borrower nor any of its Restricted Subsidiaries (i) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (ii) is directly or indirectly liable as a guarantor or otherwise or (iii) constitutes the lender.

“Note” means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit B.

“Notes Offering” means the issuance, whether in one offering or multiple offerings on an aggregate basis, of at least \$200,000,000 of unsecured notes by the Borrower or Finance Co.

“Notes Offering Election” means a one-time election of the Borrower, at its sole discretion, that can be made at any time after the consummation of the Notes Offering to be

27

subject to (a) a Consolidated Total Leverage Ratio of 5.25 to 1.0 instead of 5.0 to 1.0 and (b) a Consolidated Senior Secured Leverage Ratio.

“NPL” means the National Priorities List under CERCLA.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, Swingline Loan, Letter of Credit, Secured Cash Management Agreement or Secured Hedge Agreement (other than any Excluded Swap Obligation), in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“OFAC” has the meaning specified in Section 5.21(a).

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity including, for the avoidance of doubt, with respect to the Borrower, the Partnership Agreement and the Services Agreement.

“Other Connection Taxes” means, with respect to any recipient, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06(b)).

“Outstanding Amount” means (a) with respect to Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or

28

repayments of Loans occurring on such date; (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts; and (c) with respect to any Swingline Obligations on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Swingline Loans occurring on such date.

“Participant” has the meaning specified in Section 10.06(d).

“Participant Register” has the meaning specified in Section 10.06(d).

“Partnership Agreement” shall mean the Limited Partnership Agreement of the Borrower, dated as of the Closing Date, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time as permitted hereby.

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Plan” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

“Perfection Certificate” shall mean a certificate in the form of Exhibit E or any other form approved by the Administrative Agent.

“Permitted Acquisition” means an acquisition permitted under Section 7.03(g).

“Permitted Encumbrance” has the meaning specified in Section 7.01.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Pipeline Assets” means, collectively, all gathering systems, all tubes and pipelines used for the transportation of hydrocarbons, water or other substances all related processing or treatment facilities, and all distribution systems, wherever located, whether now owned or hereafter acquired by any Loan Party, together with all equipment, contracts, fixtures, facilities, metering stations, compressors, improvements, records and other property appertaining thereto.

“Pipeline System” means each system of Pipeline Assets, Real Property and Easements relating thereto making up an integrated gathering system, gathering and processing system, or other pipeline system.

29

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) maintained by the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Platform” has the meaning specified in Section 6.02.

“Public Lender” has the meaning specified in Section 6.02.

“Public Offering” means an initial underwritten public offering of common units representing limited partnership interests of the Borrower, whereby the Borrower qualifies as a Master Limited Partnership.

“Purchase Option” means the right of the Borrower to acquire the Water Business from Antero Corp pursuant to the Contribution Agreement as contemplated by the Registration Statement; provided that the exercise of the Purchase Option and acquisition of the Water Business shall only be permitted to the extent it is consummated in compliance with Section 7.03(g)(vi).

“Real Property” shall mean, collectively, all right, title and interest of a Relevant Party in and to any and all parcels of real property owned or leased by a Relevant Party together with all improvements and appurtenant fixtures, easements, rights of way and other real property incidental to the ownership, lease or operation thereof, but excluding Easements.

“Register” has the meaning specified in Section 10.06(c).

“Registration Statement” means an effective registration statement filed with the Securities and Exchange Commission in accordance with the Securities Act of 1933, as amended in connection with the Public Offering and as in effect on the Closing Date.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person’s Affiliates.

“Relevant Parties” means, collectively, the Borrower and the Restricted Subsidiaries.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived (under applicable regulations or otherwise).

“Request for Credit Extension” means (a) with respect to a Borrowing, conversion or continuation of Loans, a Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swingline Loan, a Swingline Loan Notice.

“Required Lenders” means, as of any date of determination, Lenders collectively holding more than 50% of the sum of the (a) Total Outstandings (with the aggregate amount of each

30

Lender’s risk participation and funded participation in L/C Obligations and Swingline Obligations being deemed “held” by such Lender for purposes of this definition) and (b) aggregate unused Commitments; provided that the unused Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“Responsible Officer” means the chief executive officer, president, chief financial officer, chief accounting officer, treasurer, assistant treasurer or controller of a Loan Party and any other officer or employee of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest

of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property and including any sinking fund payment or similar deposit) on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to any Person's stockholders, partners or members (or the equivalent of any thereof).

"Restricted Subsidiary" means any Subsidiary of the Borrower that is not an Unrestricted Subsidiary.

"Rover Joint Venture" means the joint venture with Energy Transfer Partners, L.P. or one or more of its affiliates for the construction, ownership and operation of an interstate natural gas pipeline system from certain processing plants located in the "Utica" and "Marcellus" shale areas; provided that any indebtedness of the Rover Joint Venture must be Non-Recourse Debt.

"Rover JV Holdco" means the wholly-owned Unrestricted Subsidiary of the Borrower which holds the Borrower's equity interests in the Rover Joint Venture.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

"Sale Leaseback Transaction" means any arrangement, directly or indirectly, with any Person whereby the Borrower or its Restricted Subsidiaries shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

31

"Secured Cash Management Agreement" means any Cash Management Agreement that is entered into by and between any Loan Party and any Cash Management Bank.

"Secured Hedge Agreement" means any Swap Contract, or any transactions or confirmations thereunder, permitted under ARTICLE VI or ARTICLE VII that is entered into by and between any Loan Party and any Hedge Bank. "Secured Hedge Agreement" shall not include any transactions or confirmations with a Lender or an Affiliate of such Lender entered into after such Lender ceases to be a Lender or such Affiliate ceases to be an Affiliate of such Lender.

"Secured Parties" means, collectively, the Administrative Agent, the Lenders, the Swingline Lender, L/C Issuer, the Hedge Banks, the Cash Management Banks, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, and the other Persons the Obligations owing to which are or are purported to be secured by the Collateral under the terms of the Collateral Documents.

"Security Agreement" has the meaning specified in Section 4.01(a)(iii).

"Services Agreement" means that certain Services Agreement, by and among Antero Corp, the Borrower and Midstream Operating, dated as of the date hereof.

"Sole Bookrunner" means WFS, in its capacity as Sole Bookrunner.

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified IPO Transactions" means each of the transactions consummated in connection with the Public Offering on or after the Closing Date pursuant to or as contemplated by the Registration Statement and other transactions reasonably related thereto, including without limitation those transactions set forth on Schedule 1.01.

"State Pipeline Regulatory Agencies" means any state Governmental Authority with jurisdiction with respect to any Pipeline Systems, and "State Pipeline Regulatory Agency" means any one of the foregoing.

32

"Statutory Reserves" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the FRB and any other banking authority, domestic or foreign, to which the Administrative Agent, any Lender or any L/C Issuer (including any branch, Affiliate or other fronting office making or holding a Loan or issuing a Letter of Credit) is subject to eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D). Eurodollar Rate Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to the Administrative Agent, any Lender or any L/C Issuer under such Regulation D or any comparable regulation. Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the securities or other ownership interests are at the time owned by such Person, or of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) or (in the case of a partnership) a majority of the general partner interests are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Swap" shall mean any agreement, contract, or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Contracts" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, derivative contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master derivatives agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

33

“Swap Obligation” shall mean, with respect to any person, any obligation to pay or perform under any Swap.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swingline Borrowing” shall mean a Borrowing comprised of Swingline Loans.

“Swingline Commitment” shall mean, with respect to the Swingline Lender, the commitment of the Swingline Lender to (a) make Swingline Loans pursuant to Section 2.16 or (b) if an AutoBorrow Agreement is in effect, transfer funds pursuant to such AutoBorrow Agreement. The aggregate amount of the Swingline Commitment is \$25,000,000 (or, if less, the Aggregate Commitments).

“Swingline Lender” shall mean Wells Fargo, in its capacity as Swingline Lender.

“Swingline Loan” shall mean (a) any Swingline Loan made to the Borrower pursuant to Section 2.16 and (b) if an AutoBorrow Agreement is in effect, any transfer of funds pursuant to such AutoBorrow Agreement.

“Swingline Loan Notice” shall mean a request by the Borrower substantially in the form of Exhibit A-2.

“Swingline Obligations” shall mean at any time the aggregate principal amount of all outstanding Swingline Borrowings at such time.

“Syndication Agent” means JPMorgan Chase Bank, N.A., in its capacity as Syndication Agent.

“Synthetic Debt” means, with respect to any Person as of any date of determination thereof, all monetary obligations of such Person in respect of off-balance sheet transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP; *provided that*, notwithstanding the foregoing, in no event shall obligations entered into or incurred in the ordinary course in connection with forward sales, firm transportation agreement or take-or-pay contracts constitute “Synthetic Debt”.

34

“Synthetic Lease Obligation” means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including Sale Leaseback Transactions), in each case, creating obligations that do not appear on the balance sheet of such Person and in respect of which the lessee retains or obtains ownership of the property so leased for U.S. Federal income tax purposes.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, assessments, fees or other charges imposed by any Governmental Authority, including any withholdings or backup withholdings with respect thereto and any interest, additions to tax or penalties applicable thereto.

“Threshold Amount” means \$25,000,000.

“Total Outstandings” means the aggregate Outstanding Amount of all Loans (including Swingline Loans) and L/C Obligations.

“Transaction Expenses” means collectively, (a) the IPO Costs and (b) the fees, costs and expenses incurred or payable by (without duplication) the Borrower and the Restricted Subsidiaries or any direct or indirect parent thereof in connection with (i) the execution, delivery and performance of the Loan Documents and (ii) the consummation of the Contribution, including any amortization of such fees, costs and expenses.

“Type” means, with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

“UCC” means the Uniform Commercial Code as in effect in the State of New York; *provided that*, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“United States” and “U.S.” mean the United States of America.

“Unreimbursed Amount” has the meaning specified in Section 2.03(c)(i).

“Unrestricted Subsidiary” means any Subsidiary of the Borrower designated as such pursuant to Section 6.17(a) and any Subsidiary of an Unrestricted Subsidiary. As of the Closing Date, there are no Unrestricted Subsidiaries.

“USA Patriot Act” has the meaning specified in Section 5.21(a).

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

35

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 3.01(e)(ii)(B)(3).

“Voting Stock” means, with respect to any person, any class or classes of Equity Interests pursuant to which the holders thereof have the general voting power under ordinary circumstances to vote in the election of the board of directors or equivalent governing body of such person.

“Water Business” means, the fresh water distribution systems of Antero Corp and any fresh water distribution services or other fluid handling activities arising therefrom.

“Wells Fargo” means Wells Fargo Bank, National Association and its successors.

“WFS” means Wells Fargo Securities, LLC and its successors.

“Withholding Agent” means any Loan Party and the Administrative Agent.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase

“without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect, unless the context otherwise requires, and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) Notwithstanding anything to the contrary herein, with respect to any representation or warranty made pertaining to compliance with Section 7.11 for a given most recently completed Measurement Period, during the period between the end of such Measurement Period and the earlier of (i) the date the applicable Compliance Certificate is delivered or (ii) the date the applicable Compliance Certificate was required to be delivered, such representation or warranty shall be made based on the good faith knowledge of the Borrower, after due investigation, at the time such representation or warranty is made, and to the extent any such representation or warranty so made based on the good faith knowledge and due investigation of the Borrower is later shown to have been incorrect, the failure of such representation or warranty to be true and correct shall not constitute a Default or Event of Default.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Restricted Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 on financial liabilities shall be disregarded.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof after such time, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time; provided, further, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic decreases in the stated amount thereof after such time (unless such Letter of Credit also provides for one or more automatic increases after such time), at the time of any such decrease and thereafter, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to such decrease.

1.07 Pro Forma Calculations. To the extent a pro forma compliance calculation is required to be made in this Agreement as of the last day of the most recent fiscal quarter preceding a given event, then to the extent an Acquisition Period exists at the time of such event or a Notes Offering Election has been made or will occur concurrently with such event, pro forma compliance shall be based on the maximum Consolidated Total Leverage Ratio giving effect to such Acquisition Period or Notes Offering Election, and in the case of a Notes Offering Election having been made or being made concurrently therewith, pro forma compliance with the Consolidated Senior Secured Leverage Ratio shall be required.

ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 The Borrowings. Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a “Loan”) to the Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender’s Commitment; provided, however, that after giving effect to any Borrowing, (i) the Total Outstandings shall not exceed the Aggregate Commitments, and (ii) the aggregate Outstanding Amount of the Loans of any Lender, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations and Swingline Obligations shall not exceed such Lender’s Commitment. Within the limits of each Lender’s Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow

under this Section 2.01, prepay under Section 2.04, and reborrow under this Section 2.01. Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower’s irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 1:00 p.m. (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans

to Base Rate Loans, and (ii) on the requested date of any Borrowing of Base Rate Loans; provided, however, that if the Borrower wishes to request Eurodollar Rate Loans having an Interest Period other than one, two, three, six or twelve months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 1:00 p.m. four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Appropriate Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 1:00 p.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof. Except as provided in Section 2.03(c), each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. Notwithstanding the foregoing, Swingline Loans may not be converted or continued.

39

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). In the case of a Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 3:00 p.m. on the Business Day specified in the applicable Loan Notice; provided that Swingline Loans shall be made as provided in Section 2.16. Upon satisfaction of the applicable conditions set forth in Section 4.02, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Wells Fargo with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date a Loan Notice with respect to a Borrowing is given by the Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to the Borrower as provided above.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in Wells Fargo's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than 8 Interest Periods in effect hereunder.

(f) Anything in this Section 2.02 to the contrary notwithstanding, the Borrower may not select the Eurodollar Rate for the initial Credit Extension if the initial Credit Extension occurs on the Closing Date or within three Business Days thereafter.

2.03 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of the

40

Borrower or its Restricted Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.03(b), and (2) to honor drawings under the Letters of Credit; and (B) the Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower or its Restricted Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Outstandings shall not exceed the Aggregate Commitments, (y) the aggregate Outstanding Amount of the Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations shall not exceed such Lender's Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The L/C Issuer shall not issue any Letter of Credit if:

(A) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Lenders have approved such expiry date; or

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless the Lenders have approved such expiry date.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

41

- (B) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally;
- (C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial stated amount less than \$5,000,
- (D) such Letter of Credit is to be denominated in a currency other than Dollars;
- (E) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or
- (F) any Lender is at that time a Defaulting Lender, unless the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the Borrower or such Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.15(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(iv) The L/C Issuer shall not amend any Letter of Credit if the L/C Issuer would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in ARTICLE IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in ARTICLE IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit

(i) The Borrower may from time to time request that a L/C Issuer issue or amend a Letter of Credit by delivering to such L/C Issuer a Letter of Credit Application (with a copy to the Administrative Agent which shall give to each Lender prompt notice

42

thereof by facsimile or electronic communication), appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least two Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the L/C Issuer may require. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in ARTICLE IV shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to

43

prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.03(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m. on the date of any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Lender's Applicable Percentage thereof. In such event, the Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may

immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available (and the Administrative Agent may apply Cash Collateral provided for this purpose) for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Lender funds its Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Lender's obligation to make Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii),

the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the L/C Issuer submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Percentage thereof in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any

such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any of its Subsidiaries.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of

noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct as determined in the nonappealable judgment of a court of competent jurisdiction; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall

47

be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.03(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit, all as determined in the nonappealable judgment of a court of competent jurisdiction. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Applicability of ISP. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued, the rules of the ISP shall apply to each Letter of Credit.

(h) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage a Letter of Credit fee (the "Letter of Credit Fee") for each Letter of Credit equal to the greater of (i) \$175 per annum and (ii) the Applicable Rate times the daily amount available to be drawn under such Letter of Credit; provided, however, any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the L/C Issuer pursuant to this Section 2.03 shall be payable, to the maximum extent permitted by applicable Law, to the other Lenders in accordance with the upward adjustments in their respective Applicable Percentages allocable to such Letter of Credit pursuant to Section 2.15(a)(iv), with the balance of such fee, if any, payable to the L/C Issuer for its own account. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand and (ii) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

(i) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account a fronting fee with respect

48

to each Letter of Credit of the greater of (i) \$500 and (ii) 0.125% per annum computed on the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fronting fee shall be due and payable on the tenth Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. In addition, the Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(j) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(k) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Restricted Subsidiary, the Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Restricted Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Restricted Subsidiaries.

2.04 Prepayments.

(a) Optional. Subject to the last sentence of this Section 2.04(a), the Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Administrative Agent not later than 11:00 a.m. (1) three Business Days prior to any date of prepayment of Eurodollar Rate Loans and (2) on the date of prepayment of Base Rate Loans; (B) any prepayment of Eurodollar Rate Loans shall be in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof; and (C) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Eurodollar Rate Loans are to be prepaid, the Interest Period(s) of such Eurodollar Rate Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment (based on such Lender's Applicable Percentage). If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be

49

accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05.

(b) Mandatory.

(i) If any Relevant Party makes any Asset Sale which results in the realization by such Person of Net Cash Proceeds, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of such Net Cash Proceeds promptly after receipt (or if the Borrower in good faith intends to use such Net Cash Proceeds to acquire, improve or maintain Pipeline Assets, Real Property or Easements related to Pipeline Assets, capital assets to be used in any line of business not prohibited by Section 7.07 or for other uses reasonably acceptable to the Administrative Agent, then on or before the 360th day after such Asset Sale to the extent that,

within such 360 day period, the Relevant Parties have not used such Net Cash Proceeds for such purpose; provided, that prepayment shall be required with such Net Cash Proceeds promptly after any earlier date on which the Borrower has determined not to use such Net Cash Proceeds for any such purpose) (all such prepayments to be applied as set forth in clause (v) below).

(ii) Upon the issuance or incurrence by the Borrower or any Restricted Subsidiary of any Indebtedness (other than Indebtedness permitted under Section 7.02), and upon receipt of the Net Cash Proceeds thereof, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of such Net Cash Proceeds (such prepayments to be applied as set forth in clause (v) below).

(iii) Upon any Extraordinary Receipt received by or paid to or for the account of any Relevant Party, and not otherwise included in clause (i) or (ii) of this Section 2.04(b), the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly upon receipt thereof by such Relevant Party (such prepayments to be applied as set forth in clause (v) below).

(iv) If for any reason the Total Outstandings at any time exceed the Aggregate Commitments, the Borrower shall immediately prepay Loans and L/C Borrowings and/or Cash Collateralize the L/C Obligations (other than the L/C Borrowings) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.04(b) unless after the prepayment in full of the Loans and L/C Borrowings, the Total Outstandings exceed the Aggregate Commitments then in effect.

(v) Prepayments of the Loans made pursuant to this Section 2.04(b), first, shall be applied ratably to the L/C Borrowings, second, shall be applied ratably to the outstanding Swingline Borrowings, third, shall be applied ratably to the outstanding Base Rate Loans (other than the Swingline Loans), fourth, shall be applied ratably to the outstanding Eurodollar Rate Loans, and fifth, shall be used to Cash Collateralize the remaining L/C Obligations; provided that, in the case of prepayments of the Loans required pursuant to clause (i), (ii), or (iii) of this Section 2.04(b), such Cash

50

Collateralization shall only be required if an Event of Default has occurred and is continuing,; and, in the case of prepayments of the Loans required pursuant to clause (i), (ii), or (iii) of this Section 2.04(b), the amount remaining, if any, after the prepayment in full of all L/C Borrowings and Loans outstanding at such time and, if applicable, the Cash Collateralization of the remaining L/C Obligations in full, may be retained by the Borrower. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuer or the Lenders, as applicable; provided, however, that if an Event of Default no longer exists, any Cash Collateral required under this Section 2.04(b) shall be released to the Borrower. Prepayments made pursuant to this Section 2.04(b) shall not result in a permanent reduction of the Commitments.

2.05 Termination or Reduction of Commitments.

(a) Optional. The Borrower may, upon notice to the Administrative Agent, terminate the Aggregate Commitments, the Swingline Commitment, or the Letter of Credit Sublimit, or from time to time permanently reduce the Aggregate Commitments, the Swingline Commitment or the Letter of Credit Sublimit; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$10,000,000 or any whole multiple of \$1,000,000 in excess thereof and (iii) the Borrower shall not terminate or reduce (A) the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments, (B) the Swingline Commitment if, after giving effect thereto, the Outstanding Amount of the Swingline Obligations would exceed the Swingline Commitment, or (C) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit.

(b) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Swingline Commitment, the Letter of Credit Sublimit or the Commitment under this Section 2.05. Upon any reduction of the Commitments, the Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees in respect of the Aggregate Commitments accrued until the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.

2.06 Repayment of Loans. The Borrower shall repay to the Lenders (including the Swingline Lender) on the Maturity Date the aggregate unpaid principal amount of all Loans (including Swingline Loans) outstanding on such date.

2.07 Interest.

(a) Subject to the provisions of Section 2.07(b), (i) each Eurodollar Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per

51

annum equal to the Adjusted Eurodollar Rate for such Interest Period plus the Applicable Rate; and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b)

(i) If any amount payable by the Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then such amount shall thereafter bear interest at a fluctuating interest rate per annum equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.08 Fees. In addition to certain fees described in Sections 2.03(h) and (i):

(a) Commitment Fee. Subject to the remainder of this Section 2.08(a), the Borrower shall pay to the Administrative Agent for the account of each Lender such Lender's Applicable Percentage of an aggregate commitment fee (the "Commitment Fee") equal to the Applicable Rate times the actual daily amount by which the aggregate amount of the Lenders' Commitments at such time exceeds the sum of (i) the Outstanding Amount of Loans and (ii) the Outstanding Amount of L/C Obligations. The Commitment Fee shall accrue at all times during the period from the Closing Date until the end of the Availability Period, including at any time during which one or more of the conditions in ARTICLE IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The Commitment Fee shall be calculated quarterly in arrears. For the purposes of calculating the Commitment Fee, the aggregate principal amount of Swingline Loans then outstanding shall be deemed to be zero.

(b) Other Fees.

(i) The Borrower shall pay to the Sole Bookrunner, the Joint Lead Arrangers and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in the Commitment Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrower shall pay to the Lenders such fees as shall have been separately agreed upon by the Borrower in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.09 Computation of Interest and Fees; Retroactive Adjustments of Applicable Rate.

(a) All computations of interest for Base Rate Loans computed using the prime rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If, as a result of any restatement of or other adjustment to the financial statements of the Borrower or for any other reason, the Borrower or the Lenders determine that (i) the Consolidated Total Leverage Ratio as calculated by the Borrower as of any applicable date was inaccurate and (ii) a proper calculation of the Consolidated Total Leverage Ratio would have resulted in higher pricing for such period, the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders or the L/C Issuer, as the case may be, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, automatically and without further action by the Administrative Agent, any Lender or the L/C Issuer), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This paragraph shall not limit the rights of the Administrative Agent, any Lender or the L/C Issuer, as the case may be, under Section 2.03(c)(iii), 2.03(h) or 2.07 or under ARTICLE VIII. The Borrower's obligations under this paragraph shall survive the termination of the Aggregate Commitments and the repayment of all other Obligations hereunder.

2.10 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the

Administrative Agent in respect of such matters, the Register and the corresponding accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note in registered form under Section 5f.103-1(c) of the United States Treasury Regulations, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note with respect to the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.10(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.11 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected on computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available

funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders, the Swingline Lender or the L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders, the Swingline Lender or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Appropriate Lenders, the Swingline Lender or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, the Swingline Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this ARTICLE II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in ARTICLE IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

55

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and, except as set forth in Section 2.15(a)(iv), no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 10.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

2.12 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payment on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans, Swingline Loans and subparticipations in L/C Obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

56

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) the application of Cash Collateral provided for in Section 2.15, or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant, other than an assignment to the Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

2.13 Increase in Aggregate Commitments.

(a) Request for Increase. Provided that immediately prior to and after giving effect thereto there exists no Event of Default, upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Borrower may from time to time, request an increase in the aggregate amount of the Lenders' Commitments by an amount (for all such requests) not exceeding \$500,000,000; provided that any such request for an increase shall be in a minimum amount of \$100,000,000 or, if less, the amount remaining available for all such increases. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders).

(b) Lender Elections to Increase. Each Lender shall notify the Administrative Agent in writing within such time period whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment. For the avoidance of doubt, no Lender's Commitment may be increased without the prior written consent of such Lender.

(c) Notification by Administrative Agent; Additional Lenders. The Administrative Agent shall notify the Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase, and subject to the approval of the Administrative Agent and the L/C Issuer (which approvals shall not be unreasonably withheld), the Borrower may also invite additional Eligible Assignees to become Lenders pursuant to a

57

joinder agreement in form and substance satisfactory to the Administrative Agent and its counsel.

(d) Effective Date and Allocations. If the aggregate amount of the Lenders' Commitments is increased in accordance with this Section, the Administrative Agent and the Borrower shall determine the effective date (the "Revolving Credit Increase Effective Date") and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrower and the Lenders of the final allocation of such increase and the Revolving Credit Increase Effective Date. The terms and provisions of any such increase shall be identical to those of the Loans, other than in respect of any arrangement, commitment or upfront fees payable to any Lenders providing such increase.

(e) Conditions to Effectiveness of Increase. As a condition precedent to such increase, the Borrower shall deliver to the Administrative Agent (i) a favorable opinion of counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, covering such matters as may be reasonably requested by the Administrative Agent in connection with such increase and (ii) a certificate of each Loan Party dated as of the Revolving Credit Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (A) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, (B) in the case of the Borrower, certifying, as of such date, giving effect to amounts drawn or to be drawn under the Aggregate Commitments (as increased pursuant to this Section 2.13) as of such date, pro forma compliance with the financial covenants contained in Section 7.11 as of the last day of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01(a) or (b), and (C) in the case of the Borrower, certifying that, before and after giving effect to such

increase, (1) the representations and warranties contained in ARTICLE V and the other Loan Documents are true and correct in all material respects (except with respect to representations and warranties which are expressly qualified by materiality, which shall be true and correct in all respects) on and as of the Revolving Credit Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (except with respect to representations and warranties which are expressly qualified by materiality, which shall be true and correct in all respects) as of such earlier date, and except that for purposes of this Section 2.13, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01, and (2) no Event of Default exists. The Borrower shall borrow additional Loans from the Lenders whose Commitments have been increased and/or prepay any Loans outstanding on the Revolving Credit Increase Effective Date (and pay any additional amounts required pursuant to Section 3.05) to the extent necessary to keep the outstanding Loans ratable with any revised Applicable Percentages arising from any nonratable increase in the Commitments under this Section.

(f) Conflicting Provisions. This Section shall supersede any provisions in Section 2.12 or 10.01 to the contrary.

58

2.14 Cash Collateral.

(a) Certain Credit Support Events. Upon the request of the Administrative Agent or the L/C Issuer (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations. At any time that there shall exist a Defaulting Lender, immediately upon the request of the Administrative Agent or the L/C Issuer, the Borrower shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover all Fronting Exposure (after giving effect to Section 2.15(a)(iv)) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, non-interest bearing deposit accounts at Wells Fargo. The Borrower, and to the extent provided by any Lender, such Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the Swingline Lender, the L/C Issuer and the Lenders, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.14(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the Borrower or the relevant Defaulting Lender will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.14 or Sections 2.03, 2.04, 2.15 or 8.02 in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations or events giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 10.06(b)(vii)) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; provided, however, (x) that Cash Collateral furnished by or on behalf of a Loan Party shall not be released during the

59

continuance of a Default or Event of Default (and following application as provided in this Section 2.14 may be otherwise applied in accordance with Section 8.03), and (y) the Person providing Cash Collateral and the L/C Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.15 Defaulting Lenders. (a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 10.01.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to ARTICLE VIII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 10.08), shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the L/C Issuer or the Swingline Lender hereunder; *third*, if so determined by the Administrative Agent or requested by the L/C Issuer, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Letter of Credit; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders, the Swingline Lender or the L/C Issuer as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Swingline Lender or the L/C Issuer against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans, Swingline Loans or L/C Borrowings in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans, Swingline Loans or L/C Borrowings were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, Swingline Loans of, and L/C Borrowings owed to, all

60

non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, Swingline Loans of, or L/C Borrowings owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.15(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender (x) shall not be entitled to receive any commitment fee pursuant to Section 2.08(a) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) (and the Borrower shall (A) be required to pay to the L/C Issuer the amount of such fee allocable to its Fronting Exposure arising from that Defaulting Lender and (B) not be required to pay the remaining amount of such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit Fees as provided in Section 2.03(h).

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit pursuant to Section 2.03, the "Applicable Percentage" of each non-Defaulting Lender shall be computed without giving effect to the Commitment of that Defaulting Lender; provided, that, (i) each such reallocation shall be given effect only if, at the date the applicable Lender becomes a Defaulting Lender, no Default or Event of Default exists; and (ii) the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit shall not exceed the positive difference, if any, of (1) the Commitment of that non-Defaulting Lender minus (2) the aggregate Outstanding Amount of the Loans of that Lender.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, the Swingline Lender and the L/C Issuer agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.15(a)(iv)), whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

61

2.16 Swingline Loans.

(a) Subject to the terms and conditions set forth herein, and if an AutoBorrow Agreement is in effect, subject to the terms and conditions of such AutoBorrow Agreement, the Swingline Lender agrees to make Swingline Loans to the Borrower from time to time during the Availability Period in U.S. Dollars, in an aggregate principal amount at any time outstanding that will not result in (x) the aggregate principal amount of outstanding Swingline Loans exceeding the Swingline Commitment or (y) the Total Outstandings exceeding the Aggregate Commitments; provided that no Swingline Lender shall be required to make a Swingline Loan to refinance an outstanding Swingline Borrowing. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. All Swingline Loans shall be Base Rate Loans under this Agreement.

(b) If an AutoBorrow Agreement is in effect, each Swingline Borrowing of the type described in clause (b) of the definition thereof shall be made as provided in such AutoBorrow Agreement. Otherwise, to request a Swingline Borrowing, the Borrower shall notify the Swingline Lender of such request by telephone (confirmed by a Swingline Loan Notice by telecopy) not later than 3:00 p.m. on the day of the proposed Swingline Borrowing. Each such notice and Swingline Loan Notice shall be irrevocable and shall specify (i) the requested date (which shall be a Business Day) of the Swingline Borrowing, (ii) the amount of the requested Swingline Borrowing, (iii) the term of such Swingline Loan, and (iv) the location and number of the Borrower's account to which funds are to be disbursed. Each Swingline Loan shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, except as otherwise set forth in any AutoBorrow Agreement. If an AutoBorrow Agreement is in effect, with respect to each Swingline Borrowing of the type described in clause (b) of the definition thereof, such additional terms and conditions of such AutoBorrow Agreement shall have been satisfied, and in the event that any of the terms of this Section 2.16 conflict with such AutoBorrow Agreement, the terms of the AutoBorrow Agreement shall govern and control. The Swingline Lender shall make each Swingline Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 5:00 p.m. to the account of the Borrower.

(c) The Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m. on any Business Day, require the Lenders to acquire participations on such Business Day in all or a portion of the outstanding Swingline Loans made by it. Such notice shall specify the aggregate amount of such Swingline Loans in which the Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each such Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent for the account of the Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its respective obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default

62

or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. No Lender shall have any rights or obligations under any AutoBorrow Agreement. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds not later than 1:00 pm on the Business Day specified in the Swingline Loan Notice with respect to Loans made by such Lender (and Section 2.11 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph (c), and thereafter payments by the Borrower in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or any other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be remitted promptly to the Administrative Agent; any such amounts received by the Administrative Agent shall be remitted promptly by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. If an AutoBorrow Agreement is in effect, each prepayment of a Swingline Borrowing of the type described in clause (b) of the definition thereof shall be made as provided in such AutoBorrow Agreement. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(d) Notwithstanding any terms to the contrary contained herein, the ability to transfer funds pursuant to an AutoBorrow Agreement as a Swingline Borrowing hereunder may be terminated at any time by the Swingline Lender upon 24 hour prior written notice to the Borrower.

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding.

63

(ii) If any applicable Withholding Agent shall be required by applicable law to withhold or deduct any Taxes, including both U.S. Federal backup withholding and withholding taxes, from any payment, then (A) the applicable Withholding Agent shall withhold or make such deductions as are determined by the Withholding Agent to be required, (B) the applicable Withholding Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable law, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable

Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions of Indemnified Taxes applicable to additional sums payable under this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes.

(c) Tax Indemnifications.

(i) Without limiting the provisions of subsection (a) or (b) above, the Loan Parties shall, and do hereby, jointly and severally indemnify the Administrative Agent and each Lender, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) withheld or deducted by the Borrower or the Administrative Agent or payable or paid by the Administrative Agent or the Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Borrower shall also, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for any amount which a Lender, the Swingline Lender or the L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required by clause (ii) of this subsection. A certificate as to the amount of any such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, each Lender shall, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without

64

limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender, as the case may be, under this Agreement or any other Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this clause (ii). The agreements in this clause (ii) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all other Obligations.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party or the Administrative Agent to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

(e) Status of Lenders; Tax Documentation.

(i) Each Lender shall deliver to the Borrower and to the Administrative Agent, at the time or times prescribed by applicable Laws or when reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested documentation or information as will permit the Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not payments made hereunder or under any other Loan Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by the Borrower pursuant to this Agreement or otherwise to establish such Lender's status for withholding tax purposes in the applicable jurisdiction. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

65

(ii) Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN (or applicable successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN (or applicable successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN (or applicable successor form); or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN (or applicable successor form), a U.S. Tax Compliance Certificate substantially in the form

66

of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that

if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a Payment made to a Lender or the Administrative Agent under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or Administrative Agent were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender or Administrative Agent shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender or Administrative Agent has complied with such obligations of such Lender or Administrative Agent under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender shall promptly (A) notify the Borrower and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction, (B) update any form or certification to the extent the form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, and (C) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be

67

reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws of any jurisdiction that the Borrower or the Administrative Agent make any withholding or deduction for Taxes from amounts payable to such Lender.

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender, or have any obligation to pay to any Lender, any refund of Taxes withheld or deducted from funds paid for the account of such Lender, as the case may be. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses incurred by the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the indemnified party be required to pay any amount to the Borrower pursuant to this subsection the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(g) Defined Terms. For purposes of this Section 3.01, the term "Lender" includes Swingline Lender and the L/C Issuer and the term "applicable Law" includes FATCA.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to the Eurodollar Rate, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by

68

reference to the Eurodollar Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Eurodollar Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurodollar Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurodollar Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (a) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan or in connection with an existing or proposed Base Rate Loan, or (c) the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, and (y) in the event of a determination described in the preceding sentence with respect to the Eurodollar Rate component of the Base Rate, the utilization of the Eurodollar Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

3.04 Increased Costs; Reserves on Eurodollar Rate Loans.

(a) Increased Costs Generally. If any Change in Law shall:

69

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or the L/C Issuer;

(ii) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Eurodollar Rate Loan made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by [Section 3.01](#) and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the L/C Issuer); or

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan the interest on which is determined by reference to the Eurodollar Rate (or of maintaining its obligation to make any such Eurodollar Rate Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its

70

holding company, as the case may be, as specified in [subsection \(a\)](#) or [\(b\)](#) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to [Section 10.13](#);

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this [Section 3.05](#), each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Rate for such Eurodollar Rate Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

71

3.06 Mitigation Obligations: Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under [Section 3.04](#), or the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender, the L/C Issuer, or any Governmental Authority for the account of any Lender or the L/C Issuer pursuant to [Section 3.01](#), or if any Lender gives a notice pursuant to [Section 3.02](#), then such Lender or the L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender or the L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to [Section 3.01](#) or [3.04](#), as the case may be, in the future, or eliminate the need for the notice pursuant to [Section 3.02](#), as applicable, and (ii) in each case, would not subject such Lender or the L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or the L/C Issuer, as the case may be, in either case, in such parties' reasonable discretion. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender or the L/C Issuer in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under [Section 3.04](#), or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to [Section 3.01](#), the Borrower may replace such Lender in accordance with [Section 10.13](#).

3.07 Survival. All of the Borrower's obligations under this [ARTICLE III](#) shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Closing Date. The occurrence of the Closing Date is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following (which receipt may be by means of telecopy or other electronic transmission followed by originals), each in form, substance and date satisfactory to the Administrative Agent and, when applicable, properly executed by a Responsible Officer of the signing Loan Party:

- (i) executed counterparts of this Agreement;
- (ii) a Note executed by the Borrower in favor of each Lender requesting a Note;
- (iii) a guaranty and collateral agreement, in substantially the form of Exhibit F (together with each other guaranty, collateral agreement and Joinder Agreement delivered pursuant to Section 6.12, in each case as amended, the "Security Agreement"), duly executed by each Loan Party, together with:

72

(A) the certificates, if any, representing pledged Equity Interests referred to therein accompanied by undated stock powers executed in blank and the instruments, if any, evidencing pledged Indebtedness indorsed in blank;

(B) proper financing statements (including transmitting utility financing statements, as appropriate) in form appropriate for filing under the Uniform Commercial Code of all jurisdictions that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Security Agreement, covering the Collateral described in the Security Agreement;

(C) completed requests for information, dated on or before the date of the Closing Date, listing all effective financing statements filed in the jurisdictions referred to in clause (B) above that name any Loan Party as debtor, together with copies of such other financing statements;

(D) the control agreements as referred to in the Security Agreement and duly executed by the appropriate parties; and

(E) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Security Agreement has been taken (including receipt of duly executed payoff letters and UCC-3 termination statements, if applicable);

(iv) deeds of trust, trust deeds, mortgages, leasehold mortgages and leasehold deeds of trust covering the properties described on Schedules 5.08(b) and 5.08(c) (together with the Assignments of Leases and Rents referred to therein, in each case as amended, the "Mortgages") to the extent required to satisfy the Mortgage Requirement, duly executed, acknowledged and delivered by the appropriate Loan Parties and in the form of Exhibit H (or as may otherwise be mutually agreed between the Borrower and the Administrative Agent);

(v) intellectual property security agreements, duly executed, acknowledged and delivered by the appropriate Loan Parties and in form suitable for filing or recording with the United States Copyright Office or the United States Patent and Trademark Office, as applicable, in order to create a valid first and subsisting Lien (subject to Permitted Encumbrances) on the intellectual property described therein in favor of the Administrative Agent for the benefit of the Secured Parties;

(vi) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

73

(vii) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;

(viii) (A) a favorable opinion of Vinson & Elkins LLP, counsel to the Loan Parties, addressed to the Administrative Agent and each Lender and (B) a favorable opinion of counsel to the Loan Parties (which counsel shall be reasonably acceptable to the Administrative Agent) in each of Pennsylvania, West Virginia and Ohio, in each case addressed to the Administrative Agent and each Lender;

(ix) a certificate of a Responsible Officer of each Loan Party either (A) attaching copies of all material consents and approvals of third parties that may be required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such material consents or approvals are so required;

(x) a certificate signed by a Responsible Officer of the Borrower certifying (A) that the conditions specified in Sections 4.02(a) and (b), mutatis mutandis, have been satisfied, (B) that there has been no event or circumstance since December 31, 2013, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (C) that there has been no action, suit, investigation or proceeding pending or, to the knowledge of the Borrower, threatened in any court before any arbitrator or Governmental Authority (1) in respect of the closing of this Agreement, (2) in respect of the Contribution, (3) in respect of the Public Offering or the transactions related thereto or (4) that could reasonably be expected to have a Material Adverse Effect, (D) that the Borrower does not have any Unrestricted Subsidiaries, (E) that, after giving pro forma effect to the closing of the transactions contemplated by this Agreement, the Borrower and its Subsidiaries do not have any indebtedness for borrowed money, other than with respect to the indebtedness for borrowed money hereunder, (F) that the Borrower and its Subsidiaries are in pro forma compliance with the Total Leverage Ratio and Interest Coverage Ratio both immediately prior to and after giving effect to this Agreement (and attaching reasonably detailed calculations reflecting the same which shall be in form and substance reasonably satisfactory to the Administrative Agent), and (G) that all Material Contracts between the Borrower and its Subsidiaries, on the one hand, and its parent companies, on the other, contemplated by the Registration Statement are in all material respects on the terms contemplated by the Registration Statement, are in full force and effect, and no default has occurred and is continuing thereunder;

74

(xi) copies of all necessary amendments to the outstanding Indebtedness of the Borrower's parent companies necessary to facilitate the closing of this Agreement, the Contribution, the Public Offering or the transactions related thereto;

(xii) one or more certificates attesting to the Solvency of the Loan Parties on a consolidated basis, from the Borrower's chief financial officer;

(xiii) evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in effect, together with the certificates of insurance, naming the Administrative Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral;

(xiv) a duly executed and completed Perfection Certificate, in substance reasonably satisfactory to the Administrative Agent;

(xv) evidence that the Midstream Operating Credit Agreement has been or concurrently with the Closing Date is being terminated and all Liens securing obligations under the Midstream Operating Credit Agreement have been or concurrently with the Closing Date are being released; and

(xvi) such other assurances, certificates, documents, consents or opinions as the Administrative Agent, the Swingline Lender or the L/C Issuer reasonably may require.

(b) (i) All fees and expenses (to the extent such expenses have been invoiced) required to be paid to the Administrative Agent and the Joint Lead Arrangers on or before the Closing Date shall have been paid and (ii) all fees required to be paid to the Lenders on or before the Closing Date shall have been paid.

(c) The Administrative Agent shall have received, in form and substance reasonably satisfactory to the Administrative Agent, (i) copies of the Audited Financial Statements, (ii) pro forma consolidated statements of income and cash flows for the Borrower and its Restricted Subsidiaries, for the four-quarter period most recently ended prior to the Closing Date for which financial statements have been received by the Lead Arranger after giving effect to the closing of this Agreement as if such closing had occurred at the beginning of such period and a pro forma consolidated balance sheet for the Borrower and its Restricted Subsidiaries as of the Closing Date after giving effect to the closing of this Agreement as if such closing had occurred as of such date and (iii) projections of balance sheets, income statements and cash flow statements of the Borrower and its Restricted Subsidiaries, prepared by management of the Borrower, which will be on a quarterly basis for the first year after the Closing Date and annually thereafter through the end of the fiscal year ending December 31, 2015.

(d) The Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees,

75

charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings, including (if required) recording fees and costs (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

(e) The Administrative Agent shall have reviewed, and be satisfied with (A) the pro forma ownership, corporate, legal, tax management and capital structure of the Borrower and its Restricted Subsidiaries and all agreements relating thereto and (B) the flow of funds in connection with the Closing Date.

(f) The Joint Lead Arrangers shall have completed all legal, tax, accounting, business, financial, environmental, title and ERISA due diligence concerning the Borrower and its Subsidiaries, in each case in scope and with results in all respects satisfactory to the Joint Lead Arrangers in their sole discretion.

(g) Prior to or substantially simultaneously with the Closing Date, (i) the Public Offering shall have been consummated in a manner and on terms consistent in all material respects with the registration statement of the Borrower and shall have resulted in gross proceeds of at least \$400,000,000 and (ii) the Contribution shall have been consummated pursuant to the Contribution Agreement without giving effect to any amendments thereto or waivers of or consents to the provisions thereof that, in any such case, are materially adverse to the interests of the Lenders or the Joint Lead Arrangers in their respective capacities as such without the consent of the Joint Lead Arrangers, such consent not to be unreasonably withheld or delayed.

(h) There shall exist no action, suit, investigation, litigation or proceeding affecting any Loan Party pending or, to the Borrower's knowledge as certified by the Borrower, threatened before any Governmental Authority that (i) could reasonably be expected to have, either individually, or in the aggregate, a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the Transaction.

(i) The Administrative Agent shall have received, at least five (5) Business Days prior to the Closing Date, and be reasonably satisfied in form and substance with, all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including but not restricted to the USA Patriot Act.

Without limiting the generality of the provisions of the last paragraph of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed and released its signature page to this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

76

4.02 Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Eurodollar Rate Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in ARTICLE V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (except with respect to representations and warranties which are expressly qualified by materiality, which shall be true and correct in all respects) on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except with respect to representations and warranties which are expressly qualified by materiality, which shall be true and correct in all respects) as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in Sections 5.05(a) and (b) shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b), respectively.

(b) (i) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof, and (ii) after giving effect to such proposed Credit Extension, the Total Outstandings would not exceed the Aggregate Commitments.

(c) The Administrative Agent and, if applicable, the L/C Issuer, shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Eurodollar Rate Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Relevant Party (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its organization or formation, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each

77

case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary company or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict in any material respect with, or result in any material breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any material Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Restricted Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law in any material respect.

5.03 Governmental Authorization; Other Consents. Except for the filing or recording of any deeds of trust, mortgages, financing statements or other instruments necessary for the perfection of the security interests granted in the Collateral pursuant to the Collateral Documents, no material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person that has not been obtained or made is necessary or required in connection with (a) the consummation of the Contribution, (b) the consummation of the Specified IPO Transactions and the Public Offering, (c) the IPO the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, (d) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (e) the perfection or maintenance of the Liens created under the Collateral Documents (including the first priority nature thereof, subject to Permitted Encumbrances) or (f) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to the effect of any applicable Debtor Relief Laws and subject to, as to enforceability, general principles of equity.

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the predecessor to the Borrower and its Restricted Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) disclose, as and to the extent

78

required by GAAP, the indebtedness and other liabilities of the predecessor to the Borrower and its Restricted Subsidiaries as of the date thereof.

(b) Since December 31, 2013, there has been no event or circumstance, either individually or in the aggregate, that has had or is reasonably expected to have a Material Adverse Effect.

(c) The consolidated forecasted balance sheet and statements of income and cash flows of the Borrower and its Restricted Subsidiaries most recently delivered pursuant to Section 6.01(c) were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Borrower's reasonable estimate of its future financial condition and performance.

5.06 Litigation. Except as set forth on Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower after due and diligent investigation, threatened, at law, in equity, or in arbitration or before any Governmental Authority, by or against the Borrower or any of its Restricted Subsidiaries or against any of their properties or revenues (i) that involve any Loan Document, the Contribution, the Specified IPO Transactions or the Public Offering or (ii) that has had or is reasonably be expected to have a Material Adverse Effect.

5.07 No Default. Neither any Loan Party nor any Restricted Subsidiary thereof is in default under or with respect to, or a party to, any Contractual Obligation that has had or is reasonably expected to have a Material Adverse Effect. No Default has occurred and is continuing or will result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens; Investments.

(a) Each Loan Party has good record and defensible title to, or valid leasehold interests in, all Real Property and Easements material to the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and subject to Permitted Encumbrances.

(b) As of the Closing Date, Schedule 5.08(b) sets forth a complete and accurate list of all Real Property owned by and Easements granted in favor of each Loan Party. Schedule 5.08(b) shows, with respect to all Real Property and each of the Easements set forth therein, the grantor, grantee, instrument date, recording information, the county or other relevant jurisdiction, state and record owner as in effect immediately prior to the Closing Date. Each Loan Party has defensible title to all material Real Property owned by and Easements granted in favor of such Loan Party, free and clear of all Liens, other than Permitted Encumbrances.

(c) As of the Closing Date, Schedule 5.08(c) sets forth a complete and accurate list of all leases of Real Property under which any Loan Party is the lessee, showing as of a recent date

79

the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof. To the knowledge of the applicable Loan Party, each material lease of Real Property entered into by such Loan Party is the legal, valid and binding obligation of the lessor thereof, enforceable in accordance with its terms (subject to the effect of any applicable Debtor Relief Laws and subject to, as to enforceability, general principles of equity)

(d) The Pipeline Systems are covered by recorded or to be recorded Easements in favor of, or are located upon the Real Property owned or leased by, the applicable Relevant Parties (or their predecessors in interest) and their respective successors and assigns, except where the failure of the Pipeline Systems to be so covered, individually or in the aggregate, (i) does not materially detract from the value or the use of any Pipeline System and (ii) could not reasonably be expected to have a Material Adverse Effect.

(e) The Easements and Real Property held or leased by the applicable Relevant Parties establish a contiguous and continuous right-of-way for the Pipeline Systems and grant the applicable Relevant Parties (or their predecessors in interest) and their respective successors and assigns, the right to construct, operate and maintain the Pipeline Systems in, over, under or across the land covered thereby in accordance with prudent industry practice, except where the failure of such Easements and Real Property to so establish such right-of-way or so grant such rights, individually or in the aggregate, (i) does not materially detract from the value or the use of any Pipeline System and (ii) could not reasonably be expected to have a Material Adverse Effect.

(f) There is not presently any occurrence of any (i) breach or event of default on the part of the Loan Parties with respect to any Easement, (ii) to the best knowledge of the Loan Parties, breach or event of default on the part of any other party to any Easement, and (iii) event that, with the giving of notice of lapse of time or both, would constitute such breach or event of default on the part of the Loan Parties with respect to any Easement or, to the best knowledge of the Loan Parties, on the part of any other party there to, in each case, to the extent such breach or default, individually or in the aggregate, (A) materially detracts from the value or the use of any Pipeline System and (B) could reasonably be expected to have a Material Adverse Effect.

(g) The Easements are in full force and effect in all material respects and are valid and enforceable against the parties thereto in accordance with their terms (subject to the effect of any applicable Debtor Relief Laws and subject to, as to enforceability, general principles of equity) and all rental and other payments due thereunder by the Loan Parties, and their predecessors in interest, have been duly paid in accordance with the terms of the Easements, except to the extent that the failure to do so, individually or in the aggregate, (i) does not materially detract from the value or the use of any Pipeline System and (ii) could not reasonably be expected to have a Material Adverse Effect.

(h) The Pipeline Systems are located within the confines of the Easements and the other Real Property held or leased by the Relevant Parties and do not encroach outside of the Easements and Real Property held or leased by the Relevant Parties upon any adjoining property in any way that, individually or in the aggregate, (i) materially detracts from the value or the use of any Pipeline System and (ii) could reasonably be expected to have a Material Adverse Effect.

80

5.09 Intellectual Property. The Borrower and each of the Restricted Subsidiaries own or have obtained valid rights to use all intellectual property, free from any burdensome restrictions, that is necessary for the operation of their respective businesses as currently conducted and as proposed to be conducted except to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. The operation of the respective businesses of the Borrower and each of the Restricted Subsidiaries, as currently conducted and as proposed to be conducted, do not infringe, misappropriate, violate or otherwise conflict with the proprietary rights of any third party have obtained all intellectual property except to the extent the same, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.10 Environmental Compliance.

(a) The Loan Parties and their respective Subsidiaries conduct in the ordinary course of business a review of the effect of existing Environmental Laws and claims alleging potential liability or responsibility for violation of any Environmental Law on their respective businesses, operations and properties, and as a result thereof the Borrower has reasonably concluded that such Environmental Laws and claims are not, individually or in the aggregate, reasonably expected to have a Material Adverse Effect.

(b) Except for matters that are not reasonably expected to have a Material Adverse Effect: (i) none of the properties currently or formerly owned or operated by any Loan Party is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) there are no underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or, to the best of the knowledge of the Loan Parties, on any property formerly owned or operated by any Loan Party except in material compliance with Environmental Laws; (iii) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party; and (iv) Hazardous Materials have not been released, discharged or disposed of by any Loan Party on any property currently or formerly owned or operated by any Loan Party except in material compliance with Environmental Laws.

5.11 Insurance. The properties of the Borrower and its Restricted Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Restricted Subsidiary operates.

5.12 Taxes. The Borrower and its Subsidiaries have filed all material Federal, state and other tax returns and reports required to be filed, and have paid all material Federal, state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided to the extent required by GAAP. There is no proposed tax

81

assessment against the Borrower or any Subsidiary that would, if made, have a Material Adverse Effect. No Loan Party nor any Restricted Subsidiary thereof is a party to any tax sharing agreement except with other Relevant Parties.

5.13 ERISA Compliance.

(a) Each Pension Plan is in compliance with the applicable provisions of ERISA, the Code and other Federal or state Laws except to the extent such failure to comply would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

(b) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Pension Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Pension Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur that has resulted or could reasonably be expected to result in a Material Adverse Effect; (ii) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA) that has resulted or could reasonably be expected to result in a Material Adverse Effect; (iii) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any withdrawal liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect; and (iv) neither the Borrower nor any ERISA Affiliate has engaged in a transaction involving any Pension Plan that could be subject to Section 4069 or 4212(c) of ERISA that has resulted or could reasonably be expected to result in a Material Adverse Effect.

5.14 Subsidiaries; Equity Interests; Loan Parties. As of the later of the Closing Date or the most-recent date of delivery of a report supplementing Schedule 5.14 delivered pursuant to Section 6.02(h), (a) no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.14, each identified as either Restricted or Unrestricted, (b) all of the outstanding Equity Interests in any such Subsidiaries that are owned by any Loan Party have been validly issued and are owned by the Loan Parties in the percentages specified on Part (a) of Schedule 5.14, free and clear of, in the case of any such Restricted Subsidiaries, all Liens except those created under the Collateral Documents and (c) no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.14. Set forth on Part (d) of Schedule 5.14 is a complete and accurate list of all Loan Parties as of the Closing Date, showing (as to each Loan Party) the jurisdiction of its organization, the address of its principal place of business and its U.S. taxpayer identification number. The copy of the charter of each Loan Party and each amendment thereto provided

82

pursuant to Section 4.01(a)(vii) is a true and correct copy of each such document as of the Closing Date, each of which is valid and in full force and effect as of the Closing Date.

5.15 Margin Regulations; Investment Company Act.

(a) The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock. Following the application of the proceeds of each Borrowing or drawing under each Letter of Credit, not more than 25% of the value of the assets (either of the Borrower only or of the Borrower and its Restricted Subsidiaries on a consolidated basis) subject to the provisions of Section 7.01 or Section 7.05 or subject to any restriction contained in any agreement or instrument

between the Borrower and any Lender or any Affiliate of any Lender relating to Indebtedness and within the scope of Section 8.01(e) will be margin stock.

(b) None of the Borrower or any Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.16 Disclosure. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Relevant Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, in any material respect; provided that, with respect to projected financial information and projected operations of Pipeline Systems and other assets, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time, it being understood that projected results may differ materially from actual results.

5.17 Compliance with Laws. Each Relevant Party is in compliance in all material respects with the requirements of all Laws applicable to it or to its properties, except in such instances in which (a) such requirement of Law is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.18 Solvency. The Loan Parties, together with their respective Restricted Subsidiaries, on a consolidated basis are Solvent.

5.19 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Administrative Agent for the benefit of the Secured Parties a legal, valid and enforceable first priority Lien (subject to Permitted Encumbrances) on all right, title and interest of the respective Loan Parties in the Collateral described therein.

83

5.20 State and Federal Regulation.

(a) Each applicable Relevant Party is in compliance with all rules, regulations and orders of all State Pipeline Regulatory Agencies and the FERC applicable to the Pipeline Systems, to the extent that failure to comply therewith could reasonably be expected to have a Material Adverse Effect.

(b) Without limiting the generality of Section 5.01 of this Agreement, no certificate, license, permit, consent, authorization or order (to the extent not otherwise obtained) is required by any Relevant Party from any Governmental Authority to construct, own, operate and maintain the Pipeline Systems, or to transport, process and/or distribute hydrocarbons under existing contracts and agreements as the Pipeline Systems are presently owned, operated and maintained, to the extent the failure to obtain the same could reasonably be expected to have a Material Adverse Effect.

5.21 Anti-Terrorism Laws; Foreign Corrupt Practices

(a) Anti-Terrorism Laws. No Relevant Party and, to the knowledge of the Relevant Parties, neither Antero Corp nor any of its Subsidiaries, is in violation of any requirement of Law relating to terrorism financing or money laundering (“Anti-Terrorism Laws”), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (“USA Patriot Act”) of 2001 (Title III of Pub. L. 107-56), The Currency and Foreign Transactions Reporting Act (also known as the “Bank Secrecy Act”, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended) and Executive Order 13224 (effective September 24, 2001) (the “Executive Order”). No part of the proceeds of any Loans hereunder or the Letters of Credit issued hereunder will be used directly or indirectly in any manner that would result in the violation of any Anti-Terrorism Law, the USA Patriot Act, the Executive Order or any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

(b) No Relevant Party and to the knowledge of the Relevant Parties, no Affiliate or broker or other agent of any Relevant Party acting or benefiting in any capacity in connection with the Loans is, or is owned or controlled by, any of the following:

(i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

84

(iv) a person that is located, incorporated, organized or ordinarily resident in a country or territory that is the subject (or becomes the subject) of any applicable economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom;

(v) a person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(vi) a person that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (“OFAC”) at its official website or any replacement website or other replacement official publication of such list.

(c) No Relevant Party and, to the knowledge of the Relevant Parties, no broker or other agent of any Relevant Party acting in any capacity in connection with the Loans (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in paragraph (b) above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(d) Foreign Corrupt Practices. No Relevant Party and, to the knowledge of such Relevant Party, none of Antero Corp or its Subsidiaries, is aware of or has taken any action, directly or indirectly, that would result in a material violation by such Persons of the United States Foreign Corrupt Practices Act of 1977 (the “FCPA”), including without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and, such Relevant Party, and to the knowledge of such Relevant Party, its Affiliates (including the Restricted Subsidiaries), have conducted their business in material compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

5.22 Status as Senior Debt. The Obligations shall rank pari passu with any other senior Indebtedness or securities of the Borrower and shall constitute senior Indebtedness of the Borrower and the other Loan Parties under and as defined in any documentation documenting any junior Indebtedness of the Borrower or the other Loan Parties.

5.23 Material Contracts. Other than as set forth on Schedule 5.23, as of the Closing Date there are no Material Contracts to which the Borrower or any of its Restricted Subsidiaries is a party.

85

5.24 No Burdensome Restrictions. No Relevant Party is a party to any agreement or instrument or subject to any restriction in its organizational documents that will have the effect of prohibiting or restraining, or will impose adverse conditions upon, any of the lending transactions contemplated under the Loan Documents or (except as permitted by Section 7.09) the payment of dividends or the making of any guarantees by any Restricted Subsidiary to or in support of the Borrower. The Borrower does not presently anticipate that future expenditures of the Relevant Parties needed to meet the provisions of any statutes, orders, rules or regulations of a Governmental Authority will be so burdensome as to have a Material Adverse Effect.

5.25 Transmitting Utility Status. Except as identified to the Administrative Agent in writing, each of the Loan Parties is a “transmitting utility” as defined in Section 9-102(a)(80) of the New York Uniform Commercial Code.

5.26 Labor Matters. There are no strikes pending or threatened against the Borrower or any of its Restricted Subsidiaries or to the knowledge of the Borrower, their Affiliates that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The hours worked and payments made to employees of the Borrower and its Restricted Subsidiaries (and to the knowledge of the Borrower, employees of their Affiliates to the extent such employees provide services to the Borrower and its Restricted Subsidiaries) have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters in a manner that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent, the Swingline Lender and the L/C Issuer shall have been made), the Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, 6.03 and 6.11) cause each Restricted Subsidiary to:

6.01 Financial Statements. Deliver to the Administrative Agent and each Lender, in form and detail reasonably satisfactory to the Administrative Agent (and not objected to by the Required Lenders):

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower and its Subsidiaries and, if different, the Borrower and the Restricted Subsidiaries, in each case as at the end of such fiscal year, and the related consolidated statements of income or operations, changes in stockholders’ equity, and cash flows for such fiscal year, setting forth in each case in comparative form the

86

figures for the previous fiscal year (or in lieu of such audited financial statements of the Borrower and the Restricted Subsidiaries, a detailed reconciliation, reflecting such financial information for the Borrower and the Restricted Subsidiaries, on the one hand, and the Borrower and the Subsidiaries, on the other hand, reflecting adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements), all (except with respect to such reconciliation) in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of KPMG LLP or an independent certified public accountant of nationally recognized standing reasonably acceptable to the Administrative Agent (and not objected to by the Required Lenders), which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit;

(b) as soon as available, but in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower and its Subsidiaries and, if different, the Borrower and the Restricted Subsidiaries, in each case as at the end of such fiscal quarter, and the related consolidated statements of income or operations, changes in stockholders’ equity, and cash flows for such fiscal quarter and for the portion of the Borrower’s fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year (or in lieu of such financial statements of the Borrower and the Restricted Subsidiaries, a detailed reconciliation, reflecting such financial information for the Borrower and the Restricted Subsidiaries, on the one hand, and the Borrower and the Subsidiaries, on the other hand, reflecting adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements), all (except with respect to such reconciliation) in reasonable detail, certified by a Responsible Officer of the Borrower as fairly presenting the financial condition, results of operations, stockholders’ equity and cash flows of the Borrower and its Restricted Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) as soon as available, but in any event within 60 days after the end of each fiscal year of the Borrower, an annual business plan and budget of the Borrower and its Restricted Subsidiaries on a consolidated basis, including forecasts prepared by management of the Borrower, in form and detail reasonably satisfactory to the Administrative Agent (and not objected to by the Required Lenders), of consolidated balance sheets and statements of income or operations and cash flows of the Borrower and its Restricted Subsidiaries on a quarterly basis for the immediately following fiscal year.

As to any information contained in materials furnished pursuant to Section 6.02(c), the Borrower shall not be separately required to furnish such information under Section 6.01(a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in Sections 6.01(a) and (b) above at the times specified therein.

87

6.02 Certificates; Other Information. Deliver to the Administrative Agent and each Lender, in form and detail reasonably satisfactory to the Administrative Agent (and not objected to by the Required Lenders):

(a) (i) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower, which, for the avoidance of doubt, shall include the calculation of the Consolidated Total Leverage Ratio and, if applicable, the Consolidated Interest Coverage Ratio and the Consolidated Senior Secured Leverage Ratio for each period covered thereby after the Closing Date, a copy of a discussion of budgeted versus actual results with respect to such financial statements, a certification that the Mortgage Requirement is then satisfied, and reports of the throughput with respect to each of the Pipeline Systems and (ii) concurrently with the delivery of the financial statements referred to in Section 6.01(a), an updated Perfection Certificate;

(b) promptly after any request by the Administrative Agent, or any Lender through the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of any Loan Party by independent accountants in connection with the accounts or books of any Loan Party or any audit of any of them;

(c) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the Borrower, and copies of all annual, regular, periodic and special reports and registration statements which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(d) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party (other than with respect to any Indebtedness permitted under Section 7.02(e)) pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to Section 6.01 or any other clause of this Section 6.02;

(e) promptly, and in any event within five Business Days after receipt thereof by any Loan Party, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of any Loan Party;

(f) not later than five Business Days after receipt thereof by any Loan Party, copies of all notices of default, demands, amendments, waivers and other modifications so received under or pursuant to any instrument, indenture, loan or credit or similar agreement and, from time to time upon request by the Administrative Agent, such information and reports regarding

88

such instruments, indentures and loan and credit and similar agreements as the Administrative Agent may reasonably request;

(g) promptly after the assertion or occurrence thereof, notice of any action or proceeding against or of any knowledge of the Borrower of any noncompliance by any Loan Party with any Environmental Law or Environmental Permit that could (i) reasonably be expected to have a Material Adverse Effect or (ii) cause any Pipeline System or other material asset described in the Mortgages to be subject to any material restrictions on use in the Loan Parties' businesses under any Environmental Law;

(h) as soon as available, but in any event within 30 days after each September 30 and March 31, beginning with March 31, 2015, (i) a report supplementing Schedules 5.08(b) and 5.08(c), including an identification of all owned and leased Real Property and Easements disposed of by any Loan Party during such fiscal year, a list and description (including the relevant information described in Section 5.08) of all Real Property or Easements acquired or leased during such fiscal year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete and (ii) a report supplementing Schedules 5.14 and 7.03(f) containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of the Borrower and to be in a form reasonably satisfactory to the Administrative Agent;

(i) promptly, and in any event within 45 days after the end of each year, a report of all new Material Contracts executed during such year and all Material Contracts that expired or were terminated during such year;

(j) within thirty (30) days (or such later date as the Administrative Agent may agree in its sole discretion) after consummation of a Material Acquisition, deliver an updated Perfection Certificate to the Administrative Agent and the Lenders, in substance reasonably satisfactory to the Administrative Agent; and

(k) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Relevant Party, or compliance with the terms of the Loan Documents, as the Administrative Agent, or the Required Lenders through the Administrative Agent, may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01 or Section 6.02 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower emails such documents to the Administrative Agent or the Lenders, as applicable, or posts such documents or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent), or (iii) on which such documents are filed of record with the SEC; provided that (i) the Borrower shall deliver paper copies of such documents to the

89

Administrative Agent or any Lender that requests the Borrower to deliver such paper copies and (ii) other than with respect to regularly scheduled periodic reporting of financial information, the Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance the Borrower shall be required to provide paper copies of the Compliance Certificates required by Section 6.02(a) to the Administrative Agent. Except for such Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or WFS will make available to the Lenders, the Swingline Lender and the L/C Issuer materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, WFS, the Swingline Lender, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and WFS shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall be under no Obligation to mark any Borrower Materials "PUBLIC".

6.03 Notices. Promptly notify the Administrative Agent and each Lender:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or is reasonably expected to result in a Material Adverse Effect;

90

(c) of the occurrence of any material force majeure or casualty event or the damage, loss or destruction of a material portion of the Collateral;

(d) of any amendment, waiver or other modification made to, or delivery of any notice of default or termination or assignment of, any Material Contract except for (i) termination upon expiration in accordance with the terms thereof and (ii) immaterial amendments, waivers or other modifications that are purely administrative in nature;

(e) of the occurrence of any ERISA Event that could reasonably be expected to result in a liability to the Borrower in excess of the Threshold Amount;

(f) of any material change in accounting policies or financial reporting practices by any Loan Party, including any determination by the Borrower referred to in Section 2.09(b);

(g) of the (i) occurrence of any Asset Sale for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.04(b)(i), (ii) incurrence or issuance of any Indebtedness for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.04(b)(ii), and (iii) receipt of any Extraordinary Receipt for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.04(b)(iii);

(h) any form of material notice, summons, citation, proceeding or order received from the FERC or any State Pipeline Regulatory Agency or any other Governmental Authority concerning the regulation of any material portion of the Pipeline Systems; and

(i) of the occurrence of any environmental event resulting in Environmental Liability to the Borrower or any of its Subsidiaries in excess of \$5,000,000 and, in connection therewith, upon the Administrative Agent's request, provide such environmental reports as are reasonably acceptable to the Administrative Agent.

Each notice pursuant to Section 6.03 (other than Section 6.03(g) or (h)) shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity the provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable, or otherwise in accordance with normal practices for the payment of trade liabilities, all its material obligations and liabilities, including (a) all material tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves as required by GAAP are being maintained by the Borrower or such Restricted Subsidiary; (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property; and (c) all material Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement applicable to such Indebtedness.

91

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04 or 7.05; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment (including, without limitation, all material properties and equipment included in the Pipeline Systems) necessary in the operation of its business in good working order and condition, ordinary wear and tear and damage by casualty excepted, subject to the Borrower's repair and restoration obligations set forth in the Loan Documents; (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; (c) use the standard of care typical in the midstream industry in the operation and maintenance of its facilities; and (d)(i) maintain or cause the maintenance of the Easements for the Pipeline Systems and the other Real Property associated therewith, which individually and in the aggregate, could, if not maintained, reasonably be expected to have a Material Adverse Effect; (ii) subject to the Permitted Encumbrances, maintain the Pipeline Systems within the confines of the descriptions contained in the Easements without material encroachment upon any adjoining property; (iii) maintain such rights of ingress and egress necessary to permit the applicable Loan Parties to inspect, operate, repair and maintain the Pipeline Systems, the Easements and the other Real Property associated therewith to the extent that the failure to maintain such rights, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect and provided that the applicable Loan Parties may hire third parties to perform these functions; and (iv) maintain all material agreements, licenses, permits and other rights required for any of the foregoing described in clauses (i), (ii) and (iii) of this Section 6.06(d) in full force and effect in accordance with their terms, timely make any payments due thereunder, and prevent any default thereunder that could result in a termination or loss thereof, except any such failure to pay or default that could not reasonably, individually or in the aggregate, be expected to cause a Material Adverse Effect.

6.07 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies not Affiliates of the Borrower, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, including physical hazard insurance on an "all-risk" basis of such types and in such amounts as are customarily carried under similar circumstances by such other Persons and providing (for so long as such provision is commercially available, provided that, if not so available, the Borrower has notified the Administrative Agent thereof) for not less than 30 days' prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance. The Administrative Agent, on behalf of the Lenders, shall be included as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral.

92

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, including all rules, regulations and orders of all State Pipeline Regulatory Agencies and the FERC to the extent applicable, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. (a) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower or such Restricted Subsidiary, as the case may be; and (b) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrower or such Restricted Subsidiary, as the case may be.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent (or, when an Event of Default exists, the Administrative Agent and one Lender selected by the Required Lenders) to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that when an Event of Default exists the Administrative Agent and one Lender selected by the Required Lenders (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions for the payment of Transaction Expenses, working capital (including the issuance of Letters of Credit), acquisitions, capital expenditures and other general business purposes not in contravention of any Law or of any Loan Document.

6.12 Additional Subsidiaries; Additional Security.

(a) Upon the formation or acquisition of any new direct or indirect Subsidiary by any Relevant Party, then the Borrower shall, at the Borrower's expense:

(i) within 30 days (or such longer period as permitted by the Administrative Agent in its sole discretion) after such formation or acquisition of such Subsidiary (other than an Unrestricted Subsidiary), cause such Subsidiary to duly execute and deliver to the Administrative Agent a Joinder Agreement and other Collateral Documents, as reasonably specified by and in form and substance reasonably satisfactory to the Administrative Agent guaranteeing the Borrower's obligations under the Loan Documents and securing payment of all the Obligations of such Subsidiary under the Loan Documents;

93

(ii) within 30 days (or such longer period as permitted by the Administrative Agent in its sole discretion) after such formation or acquisition of such Subsidiary, take such actions, or cause the applicable Loan Party to take such actions, as may be necessary to ensure a valid first priority perfected Lien over 100% of the Equity Interests of such Subsidiary (unless such Equity Interests are Excluded Assets) held by the Borrower or the applicable Loan Party; and

(iii) within 30 days (or such longer period as permitted by the Administrative Agent in its sole discretion) after such formation or acquisition, deliver to

the Administrative Agent, upon the request of the Administrative Agent in its reasonable discretion, a signed copy of a favorable opinion of counsel for the Loan Parties acceptable to the Administrative Agent relating to such Joinder Agreement and Collateral Documents as the Administrative Agent may reasonably request.

(b) At any time upon the request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may reasonably deem necessary or desirable in order to perfect, protect, and preserve the Liens of the Collateral Documents.

(c) To the extent the Borrower or any Subsidiary (other than any Unrestricted Subsidiary) (i) acquires any properties within thirty (30) days of such acquisition (or such longer period as permitted by the Administrative Agent in its sole discretion) or (ii) cannot provide the certification that the Mortgage Requirement is then satisfied as contemplated by Section 6.02(a)(i) promptly, execute and deliver any and all instruments and documents necessary to grant Liens in such assets to the Administrative Agent for the benefit of the Secured Parties to the extent necessary to satisfy the Mortgage Requirement and take such other actions as the Administrative Agent may reasonably deem necessary or desirable in order to perfect, protect and preserve such Liens required herein. In connection with the delivery of any Mortgages to the Administrative Agent as required under this Agreement, as promptly as practicable after the reasonable request of the Administrative Agent, deliver to the Administrative Agent Real Property title reports, engineering and environmental assessment reports and opinions of counsel to the Loan Parties, each in scope, form and substance reasonably satisfactory to Administrative Agent.

(d) Notwithstanding the foregoing, the assets required to be pledged to the Administrative Agent under this Section need not include Excluded Assets.

6.13 Compliance with Environmental Laws. To the extent that failure to do so could reasonably be expected to have a Material Adverse Effect: comply with all applicable Environmental Laws and Environmental Permits, obtain and renew all Environmental Permits necessary for its operations and properties, and conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Hazardous Materials from any of its properties, in accordance with the requirements of all Environmental Laws; provided, however, that neither the Borrower nor any of its Restricted Subsidiaries shall be required to so comply, obtain, renew, conduct, or undertake to

94

the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances to the extent required by GAAP.

6.14 Further Assurances. Promptly upon reasonable request by (a) the Administrative Agent, or the Required Lenders through the Administrative Agent, correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation thereof and (b) the Administrative Agent, or the Required Lenders through the Administrative Agent, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or the Required Lenders through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable law, subject any Loan Party's properties, assets, rights or interests (other than Excluded Assets) to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party is or is to be a party, and cause each of its Restricted Subsidiaries to do so.

6.15 Compliance with Terms of Leaseholds. Make all payments and otherwise perform all obligations in respect of all leases of Real Property and Easements to which the Borrower or any of its Restricted Subsidiaries is a party, keep such leases in full force and effect and not allow such leases to lapse or be terminated or any rights to renew such leases to be forfeited or cancelled, notify the Administrative Agent of any default by any party with respect to such leases and cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Restricted Subsidiaries to do so, except, in any case, where the failure to do so, either individually or in the aggregate, could not be reasonably likely to have a Material Adverse Effect.

6.16 Material Contracts. Perform and observe in all material respects all of the terms and provisions of each Material Contract to be performed or observed by it within any grace period applicable thereto and, in accordance with prudent business practices, enforce its rights under each Material Contract, except, in any case, where the failure to do so, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect

6.17 Unrestricted Subsidiaries. (a) The Borrower may at any time designate, by a certificate executed by a Responsible Officer of the Borrower, any Restricted Subsidiary as an Unrestricted Subsidiary; provided that (i) immediately before and after such designation, no Default or Event of Default shall have occurred and be continuing, (ii) the Borrower is in pro forma compliance with the financial covenants set forth in Section 7.11 immediately after giving effect to such designation as of the last day of the most recent fiscal quarter of the Borrower for

95

which financial statements have been delivered pursuant to Section 6.01(a) or (b) and (iii) after giving effect to such designation, (A) such Unrestricted Subsidiary shall have no Indebtedness other than Non-Recourse Debt, (B) neither the Borrower nor any Restricted Subsidiary will have any direct or indirect obligation for any obligation or liability of such Unrestricted Subsidiary and (C) neither the Borrower nor any Restricted Subsidiary will be required to maintain or preserve such Unrestricted Subsidiary's financial condition or cause such Unrestricted Subsidiary to achieve any specified level of operating results, (iv) such Unrestricted Subsidiary does not own, directly or indirectly, any Equity Interests of the Borrower or any Restricted Subsidiary, (v) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of any Indebtedness of the Borrower or its Restricted Subsidiaries and (vi) the total assets of all Unrestricted Subsidiaries (other than the Rover JV Holdco) shall be less than 10% of Consolidated Total Assets immediately after giving effect to such designation. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower or the relevant Restricted Subsidiary (as applicable) therein at the date of designation in an amount equal to the fair market value of all such Person's outstanding Investment therein.

(b) The Borrower may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and an incurrence of Liens by a Restricted Subsidiary on the property of such Unrestricted Subsidiary, and such designation will only be permitted if (i) such Indebtedness is permitted under Section 7.02 and such Liens are permitted under Section 7.01, (ii) no Default or Event of Default would be in existence immediately following such designation, (iii) all representations and warranties herein will be true and correct in all material respects as if remade at the time of such designation, except to the extent such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects as of such earlier date, (iv) the Borrower is in pro forma compliance with the financial covenants set forth in Section 7.11 immediately after giving effect to such designation as of the last day of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01(a) or (b), and (v) such Subsidiary becomes a Loan Party to the extent required by Section 6.12.

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) shall remain unpaid or unsatisfied, or any Letter of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent, the Swingline Lender and the L/C Issuer shall have been made) shall remain outstanding, the Borrower shall not, nor shall it permit any Restricted Subsidiary to, directly or indirectly:

96

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following (collectively, the “Permitted Encumbrances”):

- (a) Liens pursuant to any Loan Document;
- (b) Liens for taxes not yet delinquent or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required by GAAP;
- (c) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, vendor’s, landlords’ and other like Liens arising in the ordinary course of business, securing obligations which are not past due for more than 90 days after the date on which such obligations became due, unless being contested in good faith by appropriate proceedings and for which any reserves required by GAAP are maintained;
- (d) pledges or deposits in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;
- (e) pledges or deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (f) easements, rights-of-way, restrictions (including zoning restrictions), covenants, licenses, encroachments, protrusions and other similar encumbrances, and minor title deficiencies on or with respect to any Real Property, any Easements or any Pipeline Systems which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person; and for purposes hereof, minor title deficiencies shall include, but not be limited to, minor defects in the chain of title, terms, conditions, exceptions, limitations, easements, servitudes, permits, surface leases and other similar rights in respect of surface operations, flood control, air rights, water rights, rights of others with respect to navigable waters, sewage and drainage rights and easements for pipelines, alleys, highways, telephone lines, power lines, railways and other easements and rights-of-way on, over or in respect of any of the properties of the Borrower or any of its Subsidiaries that are customarily granted in the midstream industry, provided, however, that such deficiencies do not have, individually or in the aggregate, a Material Adverse Effect;
- (g) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);
- (h) Liens (and financing statements associated therewith) securing Indebtedness permitted under Section 7.02(e); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, improvements and accessions to

97

such property, insurance for such property, and the proceeds of the foregoing, and (ii) the principal amount of the Indebtedness secured thereby does not exceed the costs of acquiring such property;

- (i) with respect to Easements and leases of Real Property, Liens securing indebtedness of the owner(s) or master tenant(s) of the underlying real property, provided, that the foreclosure of any such Liens would not extinguish or terminate such Easements and leases of Real Property;
- (j) rights reserved to or vested in any Governmental Authority by the terms of any right, power, franchise, grant, license or permit, or by any provision of Law, to revoke or terminate any such right, power, franchise, grant, license or permit or to condemn or acquire by eminent domain or similar process;
- (k) rights reserved to or vested by Law in any Governmental Authority to in any manner, control or regulate in any manner any of the properties of the Borrower or any of its Restricted Subsidiaries or the use thereof or the rights and interest of the Borrower or any of its Restricted Subsidiaries therein, in any manner and under any and all Laws;
- (l) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the Uniform Commercial Code in effect in the relevant jurisdiction covering only the items being collected upon;
- (m) any interest or title of a lessor under any lease entered into by the Borrower or a Restricted Subsidiary, including without limitation under any Sale Leaseback Transactions, and covering only the assets so leased;
- (n) the filing of UCC financing statements solely as a precautionary measure in connection with operating leases, consignment of goods or other similar transactions;
- (o) Liens solely in favor of the other owner of Equity Interests in a Joint Venture on the Equity Interests of such Joint Venture owned by the Borrower or a Restricted Subsidiary to secure Indebtedness permitted under Section 7.02(l) or to secure equity commitments of the Borrower or a Restricted Subsidiary pursuant to Joint Venture Agreements, stockholder agreements or other similar bona fide agreement with respect to such Joint Venture; and
- (p) any Liens constituting earnest money deposits made by the Borrower or any Restricted Subsidiary in connection with any letter of intent or purchase agreement with respect to any Investment or acquisition permitted hereunder which are customary in amount for transactions of the type.

provided, that (a) nothing in this Section 7.01 shall in and of itself constitute or be deemed to constitute an agreement or acknowledgment by the Administrative Agent or any Lender with any third party that any Indebtedness subject to or secured by any Lien, right or other interest permitted under the subsections above ranks in priority to any Obligation and (b)

98

notwithstanding anything herein to the contrary, no Lien shall be granted on Equity Interests owned by the Borrower or any Restricted Subsidiary, other than inchoate Liens arising by operation of law permitted by this Section 7.01.

7.02 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

- (a) Indebtedness among Loan Parties or otherwise permitted pursuant to Section 7.03(c);
- (b) Indebtedness under the Loan Documents;
- (c) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any refinancings, refundings, renewals or extensions thereof; provided that the principal amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder and the direct or any contingent obligor with respect thereto is not changed, as a result of or in connection with such refinancing, refunding, renewal or extension; and provided, still further, that the terms relating to principal amount, amortization, maturity, collateral (if any) and subordination (if any), and other material terms taken as a whole, of any such refinancing, refunding, renewing or extending Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are

no less favorable in any material respect to the Loan Parties or the Lenders than the terms of any agreement or instrument governing the Indebtedness being refinanced, refunded, renewed or extended and the interest rate applicable to any such refinancing, refunding, renewing or extending Indebtedness does not exceed the then applicable market interest rate;

(d) Guarantees by any Loan Party of obligations of any other Loan Party that is otherwise permitted hereunder;

(e) Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and purchase money obligations for equipment or other fixed or capital assets within the limitations set forth in Section 7.01(h); provided, however, that the aggregate Attributable Indebtedness (or to the extent Attributable Indebtedness is not applicable, the aggregate principal amount) of all such Indebtedness at any one time outstanding shall not exceed \$50,000,000;

(f) unsecured Indebtedness issued by the Borrower and/or Finance Co; provided, however, that, the incurrence thereof is subject to the following conditions: (i) the maturity date of any such Indebtedness shall be no earlier than the date that is six months after the Maturity Date, (ii) the documentation governing such Indebtedness shall not require any scheduled amortization prior to its maturity date, (iii) the terms and conditions of such Indebtedness, taken as a whole, shall be no more restrictive than the terms and conditions of this Agreement, (iv) the Borrower shall be in compliance with the financial covenants set forth in Section 7.11 after giving pro forma effect to such incurrence, as of the last day of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01(a) or

99

(b), (v) no Subsidiary that is not a Loan Party shall guarantee such Indebtedness, (vi) if such Indebtedness is subordinated, such Indebtedness shall have subordination terms customary for high yield subordinated Indebtedness and (vii) no Default or Event of Default shall have occurred and be continuing after giving effect to the issuance of such Indebtedness; and

(g) Indebtedness incurred from the issuance of preferred Equity Interests so long as such Indebtedness is on terms and conditions reasonably acceptable to the Administrative Agent;

(h) other unsecured Indebtedness in an aggregate principal amount at the time of incurrence thereof not to exceed 10% of Consolidated Net Tangible Assets;

(i) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance, pursuant to reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business;

(j) Indebtedness in respect of surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(k) Indebtedness incurred in the ordinary course of business that is owed to any Person with respect to premiums payable for property, casualty or liability insurance for any Relevant Party, so long as such Indebtedness shall not be in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance;

(l) Indebtedness in an aggregate principal amount not to exceed \$30,000,000 consisting of a Guarantee by the Borrower or any Restricted Subsidiary in favor of any other owner of Equity Interests in a Joint Venture; and

(m) unsecured Indebtedness of any Person existing at the time such Person becomes a Restricted Subsidiary of the Borrower or consolidates or merges with the Borrower or any Restricted Subsidiary (including in connection with a permitted acquisition) so long as (i) such Indebtedness was not incurred in contemplation of such Person becoming a Restricted Subsidiary or of such merger or consolidation and (ii) the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.11 after giving effect to the assumption of such Indebtedness as of the last day of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01(a) or (b).

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and its Restricted Subsidiaries in the form of Cash Equivalents;

(b) advances to officers, directors and employees of the Borrower and Restricted Subsidiaries in an aggregate amount not to exceed \$500,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes;

100

(c) Investments by the Borrower and its Restricted Subsidiaries in Loan Parties;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) other Investments existing on the date hereof and set forth on Schedule 7.03(f);

(g) the purchase or other acquisition of all of the Equity Interests in, or all or any material portion of the property of, any Person that, upon the consummation thereof, in the case of the purchase or other acquisition of all of the Equity Interests in such Person, will become a direct or indirect Restricted Subsidiary of the Borrower (including as a result of a merger or consolidation); provided that, with respect to each purchase or other acquisition made pursuant to this Section 7.03(g):

(i) any such newly-created or acquired Restricted Subsidiary shall comply with the requirements of Section 6.12;

(ii) the lines of business of the Person to be (or the property of which is to be) so purchased or otherwise acquired shall not cause the Borrower to be in violation of Section 7.07;

(iii) (A) immediately before and immediately after giving pro forma effect to any such purchase or other acquisition, no Default shall have occurred and be continuing and (B) immediately after giving effect to such purchase or other acquisition, the Borrower and its Restricted Subsidiaries shall be in pro forma compliance with all of the covenants set forth in Section 7.11, such compliance to be determined on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.01(a) or (b) as though such purchase or other acquisition had been consummated as of the first day of the Measurement Period covered thereby;

(iv) such purchase or other acquisition shall be consummated on a non-hostile basis;

(v) promptly after the consummation of any such purchase or other acquisition, the Borrower shall deliver to the Administrative Agent a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this clause (g) have been satisfied; and

(vi) with respect to any acquisition of the Water Business, (A) such acquisition shall be consummated pursuant to the Purchase Option, (B) there shall be no increase to

the Aggregate Commitments pursuant to Section 2.13 in connection with such acquisition, (C) no Indebtedness associated with or secured by the Water Business shall be assumed in connection with such purchase (other than Indebtedness that is paid off substantially contemporaneously with such acquisition) and all Indebtedness associated with or secured by the Water Business will be terminated or the Administrative Agent shall be reasonably satisfied that all obligations of the Water Business with respect to such Indebtedness and liens on the Water Business securing such Indebtedness shall be fully released and terminated prior to or substantially contemporaneously with such acquisition, (D) to the extent such acquisition is structured as an acquisition of the assets associated with the Water Business, such assets shall be acquired by a Loan Party, (E) to the extent such acquisition is structured as an acquisition of equity, the acquired subsidiary shall have duly executed and delivered to the Administrative Agent a Joinder Agreement and other Collateral Documents, as reasonably specified by and in form and substance reasonably satisfactory to the Administrative Agent guaranteeing the Borrower's obligations under the Loan Documents and securing payment of all the Obligations of such Subsidiary under the Loan Documents and (F) no acquisition of the Water Business shall be permitted except to the extent it is consummated in compliance with this Section 7.03(g)(vi).

(h) Investments in Joint Ventures (other than the Rover Joint Venture) so long as the aggregate amount invested pursuant to this Section 7.03(h) (determined without regard to any write-downs or write-offs of such Investments) does not exceed 15% of Consolidated Net Tangible Assets in the aggregate during the term of the Aggregate Commitments, tested upon the making of such Investment, and so long as, after giving pro forma effect to such Investment, the Borrower is in compliance with the financial covenants set forth in Section 7.11 as of the last day of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01(a) or (b);

(i) Investments in the Rover JV Holdco so long as the aggregate amount invested pursuant to this Section 7.03(i) (determined without regard to any write-downs or write-offs of such Investments) does not exceed (i) prior to the acquisition of the Water Business pursuant to an exercise of the Purchase Option, \$225,000,000 in the aggregate during the term of the Aggregate Commitments or (ii) from and after the acquisition of the Water Business pursuant to an exercise of the Purchase Option, the remainder of \$450,000,000 less any amounts previously invested pursuant to Section 7.03(i)(i), in the aggregate from and after such date of acquisition through the remainder of the term of the Aggregate Commitments, in each case, tested upon the making of such Investment, and so long as, (A) immediately before and after giving effect to such Investment, no Default or Event of Default has occurred and is continuing, (B) after giving pro forma effect to such Investment, the Borrower is in compliance with the financial covenants set forth in Section 7.11 as of the last day of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01(a) or (b) and (C) such amounts are promptly invested in the Rover Joint Venture;

(j) the Specified IPO Transactions; and

(k) other Investments not exceeding \$10,000,000 in the aggregate in any fiscal year of the Borrower.

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists or would result therefrom:

(a) any Loan Party may merge or consolidate with one or more Loan Parties; provided that if the Borrower is a party to such merger or consolidation, it shall be the continuing or surviving Person;

(b) any Loan Party may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party; and

(c) each of the Borrower and any of its Restricted Subsidiaries may merge into or consolidate with any Person other than the Borrower or any of its Subsidiaries; provided, however, that in each case, such transaction is otherwise permitted by the Loan Documents and immediately after giving effect thereto (i) in the case of any such merger or consolidation to which the Borrower is a party, the Borrower is the surviving Person and (ii) in the case of any other merger to which any Relevant Party (other than the Borrower) is a party, such Relevant Party is the surviving Person.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory and equipment in the ordinary course of business;

(c) Dispositions of equipment, Easements or Real Property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) Dispositions of property by any Loan Party to any other Loan Party;

(e) Dispositions in the nature of Liens permitted by Section 7.01 or permitted by 7.03 or 7.04;

(f) so long as no Default exists or would result therefrom, Dispositions of assets not otherwise permitted under this Section 7.05 if, determined as of the date of each such Disposition and after giving effect thereto, the aggregate book value of the assets sold under this

subsection (f) in any fiscal year of the Borrower does not exceed 5% of Consolidated Net Tangible Assets;

(g) Dispositions of accounts receivable in connection with the compromise, settlement or collection thereof;

(h) Dispositions resulting from any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset of the Borrower or any Restricted Subsidiary;

(i) Dispositions consisting of Restricted Payments permitted by Section 7.06;

(j) Dispositions consisting of leases and licenses entered into by a Relevant Party as lessor or licensor, as applicable, and not interfering in any material respect with the ordinary conduct of business of the Relevant Parties;

(k) Dispositions of Equity Interests of any Joint Venture; and

(l) Dispositions of Cash Equivalents prior to the stated maturity date thereof.

provided, however, that any Disposition pursuant to Section 7.05(c), or Section 7.05(f) shall be for fair market value.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except:

- (a) (i) each Loan Party may make Restricted Payments to any other Loan Party and (ii) so long as no Default exists or would be caused thereby, each Restricted Subsidiary may make Restricted Payments to any Person other than a Relevant Party that owns a direct Equity Interest in such Restricted Subsidiary, so long as no Person other than a Relevant Party receives more than its ratable share of such Restricted Payments, determined according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payments are being made;
- (b) the Borrower and each Restricted Subsidiary may declare and make dividends or distributions payable solely in Equity Interests of such Person;
- (c) so long as no Event of Default exists or would be caused thereby, the Borrower and each Restricted Subsidiary may purchase, redeem or otherwise acquire its common Equity Interests with the proceeds received from the substantially concurrent issue of new common Equity Interests;
- (d) so long as no Event of Default exists or would be caused thereby, and only to the extent permitted by its Organization Documents, the Borrower may make distributions to the holders of its Equity Interests up to the amount of Available Cash; and

104

(e) Borrower may declare and make dividends or distributions to be made as part of the Public Offering and the Specified IPO Transactions.

7.07 Change in Nature of Business. Engage in any material line of business other than (a) those lines of business conducted by the Borrower and its Restricted Subsidiaries on the date hereof, (b) midstream transportation, including gathering, compression, processing, transporting, fractionating, or fresh water distribution services or (c) any business substantially related or incidental to any of the foregoing.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower (other than a Relevant Party), whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Borrower or such Restricted Subsidiary as would be obtainable by the Borrower or such Restricted Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that this Section does not prohibit (i) any Investment permitted under Section 7.03, (ii) any merger, dissolution, liquidation, consolidation or Disposition permitted under Section 7.04, (iii) any Restricted Payment permitted under Section 7.06, (iv) the payment of reasonable fees to directors of the Borrower or any Restricted Subsidiary who are not employees of the Borrower or any Restricted Subsidiary, and compensation and employee benefit arrangements paid to, and indemnities provided for the benefit of, directors, officers or employees of the Borrower or any Restricted Subsidiary in the ordinary course of business, (v) the execution, delivery and performance (as applicable) of all transactions in connection with the Public Offering (including the Specified IPO Transactions), and all fees and expenses paid or payable in connection therewith, (vi) payments by the Borrower or any Restricted Subsidiary to any Affiliate in pursuant to the terms and conditions of the Services Agreement; (vii) transactions contemplated by or in furtherance of the Contractual Obligations set forth on Schedule 7.08, in each case, substantially as in effect on the date hereof or as may be extended, renewed, modified, amended or replaced in a manner that is not materially adverse to the interests of the Borrower or the Lenders, or (viii) the reimbursement of reasonable allocated overhead costs incurred by the Borrower's direct or indirect parent entities (or any Affiliate thereof) that are incurred by such Persons in connection with administering the affairs and operations of the Relevant Parties.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) requires the grant of a Lien that would be in violation of Section 7.01, or (b) limits the ability (i) of any Restricted Subsidiary to make Restricted Payments to the Borrower or any Guarantor, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 or (B) at the time any Subsidiary becomes a Restricted Subsidiary of the Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Restricted Subsidiary of the Borrower, (ii) of any Restricted Subsidiary to Guarantee the Indebtedness of the Borrower; provided, however, that this clause (ii) shall not prohibit provisions customarily included in the terms of Indebtedness incurred pursuant to Section 7.02(f) or (iii) of the Borrower or any Restricted Subsidiary to create, incur, assume or suffer to exist Liens in favor of the Administrative Agent for the benefit of the Secured Parties on property of such Person; provided,

105

however, that this clause (iii) shall not prohibit (X) any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02(e) solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness, (Y) any restrictions or conditions imposed upon the Borrower or any Restricted Subsidiary pursuant to the terms of Joint Venture Agreements and other similar bona fide agreements applicable to Joint Ventures and applicable solely to such Joint Venture, in each case, that are usual and customary in such agreements or (Z) customary limitations and restrictions contained in, and limited to, specific leases, licenses, conveyances and other contracts.

7.10 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.11 Financial Covenants.

(a) Consolidated Interest Coverage Ratio. Commencing with the Measurement Period ending December 31, 2014 until the occurrence of an Investment Grade Rating Event, permit the Consolidated Interest Coverage Ratio as of the end of any Measurement Period to be less than 2.50 to 1.00.

(b) Consolidated Total Leverage Ratio. Commencing with the Measurement Period ending December 31, 2014, permit the Consolidated Total Leverage Ratio as of the end of any Measurement Period to be greater than (a) at any time prior to the Notes Offering Election, 5.00 to 1.00 and (b) at any time after the Notes Offering Election, 5.25 to 1.00 (or, in each case, on any date of determination during any Acquisition Period, 5.50 to 1.00).

(c) Consolidated Senior Secured Leverage Ratio. Commencing with the Measurement Period ending on the last day of the fiscal quarter in which a Notes Offering Election is made, and as of the end of any Measurement Period thereafter, permit the Consolidated Senior Secured Leverage Ratio to be greater than 3.75 to 1.00.

7.12 Amendments of Organization Documents. Amend any of its Organization Documents in a manner that, taken as a whole, is materially adverse to the Lenders, or amend the definition of Available Cash therein.

7.13 Accounting Changes. Make any (a) elective change in accounting policies or reporting practices, except as required by GAAP or as approved by the Borrower's independent certified public accountants, or (b) change of fiscal year.

7.14 Prepayments, Etc. of Indebtedness. Exercise any option to or otherwise voluntarily prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Indebtedness permitted under Section 7.02(f) (provided that optional or voluntary

106

prepayments of any Indebtedness permitted under Section 7.02(f) shall be permitted with the proceeds of refinancing Indebtedness that otherwise satisfies the requirements of Section 7.02(f) or Section 7.02(g).

7.15 Amendment, Etc. of Indebtedness. (a) Amend or modify in any manner any term or condition of any Indebtedness incurred pursuant to Section 7.02(f) if, after giving effect to such amendment or modification as if made at the time such Indebtedness were issued, such Indebtedness would not have been allowed to be issued pursuant to Section 7.02(f) or (b) amend or modify in any manner any term or condition of any Indebtedness in a manner materially adverse to the interests of the Secured Parties.

7.16 Foreign Subsidiaries. Create, form or acquire any Foreign Subsidiary.

7.17 State and FERC Regulatory Authority. Knowingly and voluntarily take any action or permit any other Loan Party to knowingly and voluntarily take any action which causes any Loan Party's business to be regulated in such a manner as to prohibit its incurrence of the Obligations or the consummation of the transactions contemplated hereby in any material respect.

7.18 Swap Contracts. Enter into any Swap Contract unless:

(a) such Swap Contract is made (i) with a Person that is, at the time such Swap Contract is made, either a Lender or an Affiliate of a Lender, or (ii) with another counterparty rated at least A- or better by S&P or A3 or better by Moody's;

(b) such Swap Contract is entered into to hedge the Relevant Parties' exposure to fluctuations in prices or rates (or to wholly or partially offset or unwind previous Swap Contracts) and not for speculative purposes; and

(c) with respect to Swap Contracts with the purpose and effect of hedging prices on hydrocarbons, that are not inconsistent in any material respect with the Borrower's risk management policies and historical practices, which risk management policies, to the extent applicable, shall prohibit maintaining an "open" position in hydrocarbon derivative transactions.

7.19 Anti-Terrorism Law; Anti-Money Laundering; USA Patriot Act; Foreign Corrupt Practices Act.

(a) Directly or indirectly, (i) knowingly conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in Section 5.21(b), (ii) knowingly deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any other Anti-Terrorism Law or (iii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, the USA Patriot Act, the FCPA or any other requirement of Law referenced in Section 5.21(a) (and the Relevant Parties shall deliver to

107

the Lenders any certification or other evidence requested from time to time by any Lender in its reasonable discretion, confirming the Relevant Parties' compliance with this Section 7.19).

(b) Cause or permit any of the funds of such Relevant Party that are used to repay the Loans to be derived from any unlawful activity with the result that the making of the Loans would be in violation of any requirement of Law.

7.20 Embargoed Person.

Cause or permit (a) any of the funds or properties of the Relevant Parties that are used to repay the Loans to constitute property of, or be beneficially owned directly or indirectly by, any person subject to sanctions or trade restrictions under United States law ("Embargoed Person" or "Embargoed Persons") that is publicly identified on (1) the most current "List of Specially Designated Nationals and Blocked Persons" maintained and published by OFAC and/or on any other similar list maintained by OFAC pursuant to any authorizing statute including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any executive order or requirement of Law promulgated thereunder (or is publicly identified thereunder as prohibited from doing business with the United States), or resides, is organized or chartered, or has a place of business in a country or territory subject to OFAC sanctions or embargo programs, with the result that the investment in the Relevant Parties (whether directly or indirectly) is prohibited by a requirement of Law, or the Loans made by the Lenders would be in violation of a requirement of Law, or (2) the Executive Order, any related enabling legislation or any other similar executive orders or (b) any Embargoed Person to have any direct or indirect interest, of any nature whatsoever in the Relevant Parties, with the result that the investment in the Relevant Parties (whether directly or indirectly) is prohibited by a requirement of Law or the Loans are in violation of a requirement of Law.

7.21 Deposit Accounts, Securities Accounts and Commodity Accounts

(a) Neither the Borrower nor any other Loan Party shall hereafter establish and maintain, or otherwise deposit, allow to be deposited or hold any funds in, any deposit account, securities account or commodity account, unless it complies with the provisions (including, without limitation, the notice provisions and the control agreement requirements) regarding such accounts set forth in the Security Agreement.

(b) Neither the Borrower nor any other Loan Party shall create, incur, assume or permit to exist, directly or indirectly, any Lien or other claim on any deposit account, securities account or commodity account or the funds deposited therein (other than inchoate Liens arising by operation of law permitted by Section 7.01).

7.22 Material Contracts. Neither the Borrower nor any Restricted Subsidiary may amend or modify or grant any waiver or release under or terminate or assign or consent to the assignment by the counterparty of any Material Contract, if such amendment, modification, waiver, release, termination or assignment could reasonably be expected to result in a Material Adverse Effect or to materially adversely affect the interests of the Secured Parties. Neither the Borrower nor any Restricted Subsidiary may amend or modify the assignability provisions in any

108

Material Contract in a manner that would have a materially adverse effect on the rights of the Secured Parties in the Collateral (including in such agreement as Collateral).

7.23 Business of Borrower. Without limiting any restrictions on the Borrower otherwise set forth in this Article VII, Borrower will not (a) engage in any business activities or have any assets or liabilities other than its ownership of the Equity Interests of its Subsidiaries together with activities, and assets and liabilities, in each case incidental thereto, including, in each case, its liabilities pursuant to the Loan Documents, or (b) incur any Liens or incur any Indebtedness except as permitted under the Loan Documents (other than Indebtedness under Section 7.02(e)).

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan, Swingline Loan, any L/C Obligation or deposit any funds as Cash Collateral in respect of L/C Obligations, or (ii) pay within five days after the same becomes due, any interest on any Loan, Swingline Loan or on any L/C Obligation, any fee due hereunder, or other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Section 6.01, 6.02, 6.03, 6.05(a), 6.07, 6.10, 6.11, 6.12, 6.16, 6.17, Error! Reference source not found, or ARTICLE VI; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after notice thereof to the Borrower from the Administrative Agent; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect (except with respect to such representations, warranties, certifications or statements of fact which are expressly qualified by materiality, which shall be incorrect or misleading in any respect) when made or deemed made; or

(e) Cross-Default. (i) Any Relevant Party (A) fails, after the expiration of any applicable grace period, to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate outstanding principal amount (including

109

amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount, or (B) fails, after the expiration of any applicable grace period, to observe or perform any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Relevant Party is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Relevant Party is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Relevant Party as a result thereof is greater than the Threshold Amount; or

(f) Insolvency Proceedings, Etc. Any Loan Party institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Attachment. Any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any Loan Party and is not released, stayed, vacated or fully bonded within 30 days after its issue or levy; or

(h) Judgments. There is entered against any Relevant Party one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage), and there is a period of 30 consecutive days during which such final judgment is not discharged, vacated, bonded or satisfied or a stay of enforcement of such final judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of the Threshold Amount, or (ii) the Borrower or any ERISA

110

Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(j) Invalidity of Loan Documents. Any provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made), ceases to be in full force and effect; or any Loan Party or any Affiliate thereof asserts that any provision of any Loan Document is not the valid and enforceable obligation of such Loan Party; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Section 4.01, or 6.12 shall for any reason (other than pursuant to the terms of the Loan Documents) cease to create a valid first priority Lien (subject only to the Permitted Encumbrances) on Collateral with a fair market value equal to or greater than \$3,000,000 purported to be covered thereby;

(m) Environmental Liability. A court of competent jurisdiction enters judgment against any Relevant Party relative to one or more Environmental Liabilities or one or more violations of any Environmental Laws that has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(n) Material Contracts. Any breach or default by any party thereto that gives any party thereto the right to terminate any Antero Corp Agreement or termination of any Antero Corp Agreement unless such (i) breach or default is cured within 60 days or (ii) contract or agreement is replaced within 60 days with one or more contracts with terms and counterparties that have been approved by the Required Lenders.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans, the Swingline Lender to make Swingline Loans, and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

111

(c) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself, the Lenders and the L/C Issuer all rights and remedies available to it, the Lenders and the L/C Issuer under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans, the Swingline Lender to make Swingline Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall, subject to the provisions of Sections 2.14 and 2.15, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under ARTICLE III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders, the Swingline Lender and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders, the Swingline Lender and the L/C Issuer) arising under the Loan Documents and amounts payable under ARTICLE III, ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, Swingline Loans, L/C Borrowings and other Obligations arising under the Loan Documents, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, Swingline Loans, L/C Borrowings and Obligations then owing under Secured Hedge Agreements and Secured Cash Management Agreements, ratably among the Lenders, the L/C Issuer, the Hedge Banks and the Cash Management Banks in proportion to the respective amounts described in this clause Fourth held by them;

112

Fifth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by the Borrower pursuant to Sections 2.03 and 2.14; and

Last, the balance, if any, after all of the Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Subject to Sections 2.03(c) and 2.14, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be. Each Cash Management Bank or Hedge Bank not a party to the Credit Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of ARTICLE IX hereof for itself and its Affiliates as if a "Lender" party hereto.

ARTICLE IX ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders, the Swingline Lender and the L/C Issuer hereby irrevocably appoints Wells Fargo to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders, the Swingline Lender and the L/C Issuer, and the Borrower shall not have rights as a third party beneficiary of any of such provisions other than its rights under Section 9.10.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (including in its capacities as a potential Hedge Bank and a potential Cash Management Bank), the Swingline Lender and the L/C Issuer hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender, the

113

Swingline Lender and the L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of this ARTICLE IX and ARTICLE X (including Section 10.04(c)), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates

in any capacity.

(d) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall

114

be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender, the Swingline Lender or the L/C Issuer.

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (v) the satisfaction of any condition set forth in ARTICLE IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, the making of a Swingline Loan or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender, the Swingline Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender, the Swingline Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

115

9.06 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the Swingline Issuer, the L/C Issuer and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a Lender with an office in the United States, or an Affiliate of any such Lender with an office in the United States; provided, however, if no Lender or Affiliate of a Lender is so appointed, then such successor does not need to be a Lender or an Affiliate of a Lender but shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, the Swingline Lender and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders, the Swingline Lender or the L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender, the Swingline Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Any resignation by Wells Fargo as Administrative Agent pursuant to this Section shall also constitute its resignation as Swingline Lender and L/C Issuer. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Swingline Lender and L/C Issuer, (ii) the retiring Swingline Lender and L/C Issuer shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (iii) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the

116

retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender, the Swingline Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender, the Swingline Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Sole Bookrunner or Joint Lead Arrangers listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender, the Swingline Lender or the L/C Issuer hereunder.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan, Swingline Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, Swingline Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Swingline

Loan, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Swingline Lender, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Swingline Lender, the L/C Issuer and the Administrative Agent under Sections 2.03(h) and (i), 2.08 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender, Swingline Lender and the L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, the Swingline Lender and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the

117

Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.08 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender, the Swingline Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender, the Swingline Lender or the L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender, the Swingline Lender or the L/C Issuer or in any such proceeding.

9.10 Collateral and Guaranty Matters. Each of the Lenders (including in its capacities as a potential Cash Management Bank and a potential Hedge Bank), the Swingline Lender, the L/C Issuer and the other Secured Parties irrevocably authorize the Administrative Agent to take the following actions, and the Administrative Agent hereby agrees to take such actions upon the Borrower's request:

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent, the Swingline Lender and the L/C Issuer shall have been made), (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document, or (iii) if approved, authorized or ratified in writing in accordance with Section 10.01; and

(b) to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Loan Party as a result of a transaction permitted hereunder.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to release such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Secured Cash Management Agreements and Secured Hedge Agreements. No Cash Management Bank or Hedge Bank that obtains the benefits of Section 8.03, any Guaranty or any Collateral by virtue of the provisions hereof or of any Guaranty or any Collateral Document shall have any right to notice of any action or to consent to, direct or object to any

118

action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this ARTICLE IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

9.12 Co-Documentation Agent; Syndication Agent. Notwithstanding any other provision of this Agreement or any provision of any other Loan Document, each of the Syndication Agent and the Co-Documentation Agents are named as such for recognition purposes only, and in their respective capacities as such shall have no duties, responsibilities or liabilities with respect to this Agreement or any other Loan Document; it being understood and agreed that each of the Syndication Agent and the Co-Documentation Agents in their respective capacities as such shall be entitled to all indemnification and reimbursement rights in favor of the Administrative Agent provided herein and in the other Loan Documents. Without limitation of the foregoing, none of the Syndication Agent or the Co-Documentation Agents in their respective capacities as such shall, by reason of this Agreement or any other Loan Document, have any fiduciary relationship in respect of any Lender, Loan Party or any other Person.

ARTICLE X MISCELLANEOUS

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (other than any AutoBorrow Agreement), and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders or the Administrative Agent at the direction of the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) waive any condition set forth in Section 4.01 (other than Section 4.01(b)(i)), or, in the case of the initial Credit Extension, Section 4.02, without the written consent of each Lender;

(b) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender;

(c) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees or other amounts due to any Lender hereunder or under such other Loan Document without the written consent of such Lender;

119

(d) reduce the principal of, or the rate of interest specified herein on, any Loan, Swingline Loan or L/C Borrowing, or (subject to clause (iii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary (i) to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate or (ii) to amend any financial covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan, Swingline Loan or L/C Borrowing or to reduce any fee payable hereunder;

(e) change Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(f) change any provision of this Section 10.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of

Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(g) release all or substantially all of the Collateral in any transaction or series of related transactions (other than in connection with the Loan Documents), without the written consent of each Lender; or

(h) release all or substantially all of the value of the Guaranty, without the written consent of each Lender, except to the extent the release of any Subsidiary from the Guaranty is permitted pursuant to Section 9.10 (in which case such release may be made by the Administrative Agent acting alone);

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iii) the Commitment Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; and (iv) no amendment, waiver or consent shall, unless in writing and signed by the Swingline Lender in addition to the Lenders required above, affect the rights or duties of the Swingline Lender under this Agreement. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended, any amount owing to such Lender reduced, the final maturity thereof extended, or the voting provisions hereof with respect to such Lender amended without the consent of such Lender.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or each affected Lender

120

and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 10.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection 10.02(b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

- (i) if to the Borrower, the Administrative Agent, the Swingline Lender or the L/C Issuer, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and
- (ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders, the Swingline and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender, the Swingline Lender or the L/C Issuer pursuant to ARTICLE II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such

121

notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, the Swingline Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender, the Swingline Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent, the Swingline Lender and the L/C Issuer may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the Swingline Lender and the L/C Issuer. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the

122

Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, the Swingline Lender, L/C Issuer and Lenders. The Administrative Agent, the Swingline Lender, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Swingline Lender, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reasonable reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender, the Swingline Lender, the L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders, the Swingline Lender and the L/C Issuer; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the L/C Issuer from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer) hereunder and under the other Loan Documents, (c) the Swingline Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as Swingline Lender) hereunder and under the other Loan Documents, (d) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.12), or (e) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c), (d) and (e) of the

123

preceding proviso and subject to Section 2.12, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of one primary outside counsel and one local counsel in each applicable jurisdiction, as necessary, and, in the case of an actual or perceived conflict of interest, additional conflicts counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Swingline Lender in connection with the extension of any Swingline Loan or any demand for payment thereunder, (iii) all reasonable out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iv) all reasonable out-of-pocket expenses incurred by the Administrative Agent, any Lender or Swingline Lender (when an Event of Default exists) or the L/C Issuer (including the reasonable fees, charges and disbursements of one primary outside counsel and one local counsel in each applicable jurisdiction, as necessary, and, in the case of an actual or perceived conflict of interest, additional conflicts counsel or professional advisors for the Administrative Agent, any Lender, Swingline Lender or the L/C Issuer), in connection with the enforcement or protection of its rights under this Agreement and the other Loan Documents, including, without limitation, its rights under this Section, and in connection with Loans made or Letters of Credit issued hereunder, including all such reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender, the Swingline Lender and the L/C Issuer, the Joint Lead Arrangers, the Sole Bookrunner and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, penalties and related expenses (including the reasonable fees, charges and disbursements of one primary outside counsel and one local counsel in each applicable jurisdiction, as necessary, and, in the case of an actual or perceived conflict of interest, additional conflicts counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its

124

Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan, Swingline Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE**; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or its Related Parties, (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee or its Related Parties for breach in bad faith of such Indemnitee's or its Related Parties' obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (z) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from a dispute among or between Indemnitees and not involving any act or omission of the Borrower or any other Loan Party, unless such loss, claim, damage, liability or related expense is against an Indemnitee in its capacity or fulfilling its role as an agent or arranger with respect to the Loan Documents or the Loans; provided further that payments of expenses with respect to the negotiation, preparation, due diligence, administration, syndication, closing and enforcement of any of the Loan Documents will be limited to those provided for under Section 10.04(a). This Section 10.04(b) shall not apply with respect to Taxes other than Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or L/C Issuer in connection with such capacity.

The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.11(d).

(d) Waiver of Consequential Damages, Etc. No Indemnitee shall be liable to the Borrower, its Affiliates or any other Person, and the Borrower and its Affiliates will not be liable to any Indemnitee, its Affiliates or any other Person, for any claim on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan, Swingline Loan or Letter of Credit or the use of the proceeds thereof; provided, that, nothing contained in this Section 10.04(d) shall limit the Borrower's indemnification obligations with respect to indirect, consequential or punitive damage claims, to the extent of the indemnification provided in Section 10.04(b). No Indemnitee referred to in subsection 10.04(b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Administrative Agent, the Swingline Lender and the L/C Issuer, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, the Swingline Lender, the L/C Issuer or any Lender, or the Administrative Agent, the Swingline Lender, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the Swingline Lender, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender, the Swingline Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the

Lenders, the Swingline Lender and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection 10.06(d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Swingline Lender, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 10.06(b), participations in Swingline Obligations and L/C Obligations) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee

Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed and to the extent the Borrower has not responded within five Business Days after receipt of such request for consent, the Borrower shall be deemed to have consented) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of such Lender or an Approved Fund with respect to such Lender;

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that initially establishes or increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swingline Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under any Swingline Loan (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries.

128

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(vii) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans, Swingline Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower,

129

the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent, the Swingline Lender or the L/C Issuer, sell participations to any Person (other than a natural person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in Swingline Obligations and L/C Obligations) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent, the Lenders, the Swingline Lender and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and (iv) such Participant must agree to be bound by Section 10.07. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that delays or reduces any payment to such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01 (subject to the requirements and limitations therein, including the requirements under Section 3.01(e) (it being understood that the documentation required under Section 3.01(e) shall be delivered to the participating Lender)), 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.12 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement

130

notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant shall not be entitled to the benefits of Section 3.01 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.01 as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over it; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Resignation as Swingline Lender and L/C Issuer after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Wells Fargo assigns all of its Commitment and Loans pursuant to Section 10.06(b), Wells Fargo may, upon 30 days' notice to the Borrower and the Lenders, resign as Swingline Lender and/or L/C Issuer. In the event of any such resignation as Swingline Lender and L/C Issuer, the Borrower shall be entitled to appoint from among the Lenders a successor Swingline Lender and L/C Issuer hereunder; provided, however, if an Event of Default shall have occurred and be continuing, the Lenders shall appoint a successor Swingline Lender and L/C Issuer; provided further, however, that no failure by the Borrower or the Lenders to appoint any such successor shall affect the resignation of Wells Fargo as Swingline Lender and/or L/C Issuer. If Wells Fargo resigns as Swingline Lender and/or L/C Issuer, it shall retain all the rights, powers, privileges and duties of the Swingline Lender and/or L/C Issuer hereunder with respect to all Swingline Loans and Letters of Credit outstanding as of the effective date of its resignation as Swingline Lender and L/C Issuer and all Swingline Obligations and L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). Upon the appointment of a successor Swingline Lender and L/C Issuer and the successor Swingline Lender's and L/C Issuer's acceptance thereof, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Swingline Lender and L/C Issuer, and (b) the successor Swingline Lender and L/C Issuer shall issue swingline loans and letters of credit in substitution for the Swingline Loans and the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Wells Fargo to effectively assume the obligations of Wells Fargo with respect to such Swingline Loans and/or Letters of Credit.

131

10.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders, the Swingline Lender and the L/C Issuer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or by any order of any court or administrative agency or in any pending legal or administrative proceeding or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.13(c) or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower, (h) to the extent requested by any Person providing insurance to the Administrative Agent, the Lenders, the Swingline Lender or the L/C Issuer relating to the Borrower and its obligations hereunder (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Lender, the Swingline Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower or any of its Affiliates, which source is not to the knowledge of the Administrative Agent, any Lender, the Swingline Lender, the L/C Issuer or any of their respective Affiliates in breach of any confidentiality obligations owing to the Borrower or any of its Affiliates with respect to such Information, or (j) to the extent needed to obtain a Committee on Uniform Securities Identification Procedures (CUSIP) number.

For purposes of this Section, "Information" means all information received from any Relevant Party or any Subsidiary or Affiliate thereof relating to any Relevant Party or any Subsidiary thereof or their respective businesses, other than any such information that is available to the Administrative Agent, any Lender, the Swingline Lender or the L/C Issuer on a nonconfidential basis prior to disclosure by any Relevant Party or any Subsidiary or Affiliate thereof from a source that is not to the knowledge of the Administrative Agent, any Lender, the Swingline Lender, the L/C Issuer or any of their respective Affiliates in breach of any confidentiality obligations owing to any Relevant Party or any Subsidiary or Affiliate thereof with respect to such Information, provided that, in the case of information received from a Relevant Party or any Subsidiary or Affiliate thereof after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied

132

with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders, the Swingline Lender and the L/C Issuer acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the Swingline Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender, the Swingline Lender or the L/C Issuer, irrespective of whether or not such Lender, the Swingline Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower may be contingent or unmaturing or are owed to a branch or office of such Lender, the Swingline Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff hereunder, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the Swingline Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the Swingline Lender, the L/C Issuer or their respective Affiliates may have. Each Lender, the Swingline Lender and the L/C Issuer agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the

133

interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto (and signature pages shall have been released from escrow, if applicable). Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed

counterpart of this Agreement.

10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the Swingline Lender or the L/C Issuer, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

134

10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, if any Lender is a Defaulting Lender or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

- (a) the Borrower or such assignee shall pay to the Administrative Agent the assignment fee specified in Section 10.06(b);
- (b) such Lender shall receive payment of an amount equal to the outstanding principal of its Loans, Swingline Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);
- (c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment is reasonably expected to result in a reduction in such compensation or payments thereafter; and
- (d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Upon receipt by the Lender being replaced of all amounts required to be paid to it pursuant to this Section 10.13, the Administrative Agent shall be entitled (but not obligated) and authorized to execute an Assignment and Assumption on behalf of such replaced Lender, and any such Assignment and Assumption so executed by the Administrative Agent and the replacement Lender shall be effective for purposes of this Section 10.13 and Section 10.06.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE

135

STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF

136

LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, each of JPMS and WFS in its capacity as a Joint Lead Arranger, WFS in its capacity as Sole Bookrunner and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent, JPMS, WFS and the Lenders, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each of the Lenders, the Administrative Agent, JPMS and WFS is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) none of the Lenders, the Administrative Agent, JPMS nor WFS has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) each of the Lenders, the Administrative Agent, JPMS and WFS and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Lenders, the Administrative Agent, JPMS nor WFS has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against each of the Lenders, the Administrative Agent, JPMS and WFS with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

10.17 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10.18 USA Patriot Act. Each Lender that is subject to the USA Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower

137

that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA Patriot Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

10.19 Limitation of Recourse. There shall be full recourse to the Borrower and the other Loan Parties and to all of the Collateral under this Agreement and the other Loan Documents, but in no event shall any direct or indirect member or holder of any Equity Interest of the Borrower (each, a "Member") or any officer, director or employee of any Relevant Party, any Subsidiary of a Relevant Party, any Member, or any other Person be personally liable or obligated for the Obligations of the Loan Parties; provided, that nothing herein shall exculpate a Person for liability for his or its own fraud or willful misconduct. The limitations set forth in this Section shall survive the termination of this Agreement and the full payment and performance of the Obligations.

10.20 Time of the Essence. Time is of the essence of the Loan Documents.

10.21 **ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

138

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ANTERO MIDSTREAM PARTNERS LP

By: /s/ Alvyn A. Schopp
Name: Alvyn A. Schopp
Title: Chief Administrative Officer and Regional Vice President

Signature Page to Credit Agreement

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: /s/ Suzanne Ridenhour
Name: Suzanne Ridenhour
Title: Director

Signature Page to Credit Agreement

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender, Swingline Lender and L/C Issuer

By: /s/ Suzanne Ridenhour
Name: Suzanne Ridenhour
Title: Director

Signature Page to Credit Agreement

JPMORGAN CHASE BANK, N.A.
as a Lender

By: /s/ Ryan Fuessel
Name: Ryan Fuessel
Title: Authorized Officer

Signature Page to Credit Agreement

BARCLAYS BANK PLC,
as a Lender

By: /s/ Vanessa A. Kurbatskiy
Name: Vanessa A. Kurbatskiy
Title: Vice President

Signature Page to Credit Agreement

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Victor Ponce de León
Name: Victor Ponce de León
Title: Vice President

Signature Page to Credit Agreement

CITIBANK, N.A.,
as a Lender

By: /s/ Gabriel Juarez
Name: Gabriel Juarez
Title: Vice President

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Credit Agricole Corporate & Investment Bank,
as a Lender

By: /s/ David Gurghigian
Name: David Gurghigian
Title: Managing Director

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

Signature Page to Credit Agreement

ABN AMRO CAPITAL USA LLC,
as a Lender

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s/ David Montgomery
Name: David Montgomery
Title: Executive Director

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The Bank of Nova Scotia,
as a Lender

By: /s/ Mark Sparrow
Name: Mark Sparrow
Title: Director

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BMO Harris Bank N.A.,
as a Lender

By: /s/ Melissa Guzmann
Name: Melissa Guzmann
Title: Vice President

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as a Lender

By: /s/ Michael Spaight
Name: Michael Spaight
Title: Authorized Signatory

By: /s/ Remy Riester
Name: Remy Riester
Title: Authorized Signatory

Signature Page to Credit Agreement

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ James D. Weinstein
Name: James D. Weinstein
Title: Managing Director

Signature Page to Credit Agreement

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Daniel K. Hansen
Name: Daniel K. Hansen
Title: Vice President

Signature Page to Credit Agreement

Branch Banking and Trust Company,
as a Lender

By: /s/ Traci Bankston
Name: Traci Bankston
Title: Assistant Vice President

Signature Page to Credit Agreement

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Trudy Nelson
Name: Trudy Nelson
Title: Authorized Signatory

By: /s/ Daria Mahoney
Name: Daria Mahoney
Title: Authorized Signatory

Signature Page to Credit Agreement

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Jonathan Luchansky
Name: Jonathan Luchansky
Title: Assistant Vice President

Signature Page to Credit Agreement

TORONTO DOMINION (NEW YORK) LLC,
as a Lender

By: /s/ Masood Fikree
Name: Masood Fikree
Title: Authorized Signatory

Signature Page to Credit Agreement

MUFG UNION BANK, N.A.,
as a Lender

By: /s/ Lara Francis
Name: Lara Francis
Title: Vice President

Signature Page to Credit Agreement

SCHEDULE 1.01

Specified IPO Transactions

None.

SCHEDULE 2.01

Commitments and Applicable Percentages

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
Wells Fargo Bank, National Association	\$ 90,000,000.00	9.0%
JP Morgan Chase	\$ 90,000,000.00	9.0%
Barclays	\$ 85,000,000.00	8.5%
Capital One	\$ 85,000,000.00	8.5%
Citibank	\$ 85,000,000.00	8.5%
Credit Agricole	\$ 85,000,000.00	8.5%
ABN AMRO Capital	\$ 50,000,000.00	5.0%
Bank of Nova Scotia	\$ 50,000,000.00	5.0%
BMO Capital Markets	\$ 50,000,000.00	5.0%
Credit Suisse	\$ 50,000,000.00	5.0%
Sumitomo Mitsui	\$ 50,000,000.00	5.0%
US Bank	\$ 50,000,000.00	5.0%
BB&T Capital Markets	\$ 36,000,000.00	3.6%
Canadian Imperial Bank of Commerce	\$ 36,000,000.00	3.6%
PNC Bank	\$ 36,000,000.00	3.6%
TD Securities	\$ 36,000,000.00	3.6%
Union Bank	\$ 36,000,000.00	3.6%
Total:	\$ 1,000,000.00	100.0%

SCHEDULE 5.06

Litigation

None.

SCHEDULE 5.08(b)

Owned Real Property:

<u>Grantor</u>	<u>Grantee</u>	<u>Instrument Date</u>	<u>Recording Information</u>	<u>County or Other Relevant Jurisdiction and State</u>	<u>Record Owner</u>
Helen M. Ruble and Ira E. Ruble	Antero Resources Corporation*	02/26/2014	Bk 437, Pg 800	Tyler County, West Virginia	Antero Resources Corporation
Edna Monroe	Antero Resources Corporation*	02/17/2014	Bk 437, Pg 803	Tyler County, West Virginia	Antero Resources Corporation
Hattie Markle Jones	Antero Resources Corporation*	10/23/2013	Bk 429, 763	Tyler County, West Virginia	Antero Resources Corporation
Dean R. Pennington and Martha A. Pennington	Antero Resources Corporation*	08/15/2013	BK 311, Pg 117	Doddridge County, West Virginia	Antero Resources Corporation
Doris J. Bee and Debbie Hileman, as Second Successor Trustees of The Lawrence L. James Living Trust Dated July 18, 1996, and William Patrick James	Antero Resources Appalachian Corporation*	11/15/2012	Bk 304, Pg 235	Doddridge County, West Virginia	Antero Resources Appalachian Corporation
Doris J. Bee and Debbie Hileman, as Second	Antero Resources	08/08/2013	Bk 311, Pg 35	Doddridge County, West	Antero Resources
Successor Trustees of The Lawrence L. James Living Trust Dated July 8, 1996, and William Patrick James	Corporation*			Virginia	Corporation
John H. McClain, et al.	Antero Resources Corporation*	07/19/2013	Bk 310, Pg 254	Doddridge County, West Virginia	Antero Resources Corporation
Shawn A. Glaspell	Antero Resources Corporation*	10/14/2013	Bk 315, Pg 497	Doddridge County, West Virginia	Antero Resources Corporation
John H. McClain	Antero Resources Corporation*	10/14/2013	Bk 316, Pg 389	Doddridge County, West Virginia	Antero Resources Corporation
Mary Frances Harms, et al.	Antero Resources Appalachian Corporation*	06/04/2012 06/29/2012 06/29/2012 06/29/2012	Bk 316, Pg 956 Bk 317, Pg 107 Bk 317, Pg 109 Bk 317, Pg 111	Ritchie County, West Virginia	Antero Resources Appalachian Corporation
Mary Frances Harms, et al.	Antero Resources Appalachian Corporation*	06/12/2013	Bk 322, Pg 41	Ritchie County, West Virginia	Antero Resources Appalachian Corporation
Lynn Reusser and Yvonne Reusser, husband and wife	Antero Resources Appalachian*	3/8/2013	Bk 238, Pg 112	Monroe County, Ohio	Antero Resources Appalachian Corporation
	Corporation				
Clara Mae Hurst and Peggy Lou Hurst	Antero Resources Corporation*	12/12/2013	Bk 1524, Pg 444	Harrison County, West Virginia	Antero Resources Corporation

* In process of being deeded to Borrower or the Guarantor.

Easements:

[See Attached]

<u>LOC</u>	<u>LATERAL</u>	<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT</u>	<u>EX'ON</u>	<u>PARCEL TAX ID</u>	<u>RECORDING DATE</u>	<u>BOOK PAGE INSTRUMENT</u>	<u>CONSENT TO ASSIGN</u>	<u>COUNTY</u>
OH	BEAVER CS	MCCORT, JOHN	ANTERO MIDSTREAM LLC	OPTION TO PURCHASE COMPRESSOR SITE OPTION TO	8/21/2014	37-00219.000 37-00220.000			NO CONSENT REQUIRED	BELMONT

OH	BEAVER CS	HICKENBOTTOM, JAMES O.	ANTERO MIDSTREAM LLC	PURCHASE COMPRESSOR SITE	8/8/2014	37-00348.001	NO CONSENT REQUIRED	BELMONT
OH	BEAVER CS	PRITTS, ANNA	ANTERO MIDSTREAM LLC	OPTION TO LEASE AGREEMENT (COMPRESSOR SITE)	7/7/2014	37-00468.000 37-00470.001	NO CONSENT REQUIRED	BELMONT
OH	CLEVELAND LATERAL	WAGNER JR., DAVID	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/10/2014	04-00234.000 04-00234.003	NO CONSENT REQUIRED	BELMONT
OH	CLEVELAND LATERAL	SURRATT, HAROLD CHRISLIP, JEANNE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/29/2014	04-00239.000 04-00274.000 04-00275.000	NO CONSENT REQUIRED	BELMONT
OH	CLEVELAND LATERAL	KELLER, JOHN & KIMBERLY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/29/2014	04-00244.000	90 DAY NOTICE	BELMONT
OH	KIRKWOOD LATERAL	MILLER, JOAS AND FANNIE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/26/2014	04-00222 04-00224	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	TRIPLE B TRUCKING	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/8/2014	04-00232 04-00223	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	TRIPLPE B. TRUCKING, INC.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/8/2014	04-00232.000 04-00223.000	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	KEATING, JOHN W, & JEAN A.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/10/2014	04-00235 04-00237	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	SURRATT, HAROLD CHRISLIP, JEANNE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/27/2014	04-00239.000 04-00274.000 04-00275.000	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	GEMMA, ANTHONY M.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/14/2014	04-00242.000	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	KELLER, JOHN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/11/2014	04-00243 04-00244	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	BORING, GARY LEE JR	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/13/2014	04-00247.003	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	MARSH, BRENT	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/4/2014	04-00249.000	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	MILLIKEN, ROBERT P.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/5/2014	04-00252.000	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	AMHERST SPORTSMAN CLUB, INC.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT		04-00275.002 04-00275.003 04-00275.004	NO CONSENT REQUIRED	BELMONT
OH	KIRKWOOD LATERAL	JABER, MERWAN MARK	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/31/2014	04-00276.000	NO CONSENT REQUIRED	BELMONT

OH	KIRKWOOD LATERAL	ALERT BOOSTER CAMP, INC.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/15/2014	04-00427			NO CONSENT REQUIRED	BELMONT
WV	BEAVER	PRITTS, ANNA E.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT (COMPRESSOR SITE)	7/7/2014	37-00219	N/A	N/A		BELMONT
WV	ALVADORE	McCLOY, ALVADORE McCLOY, FRANCES JEAN	ANTERO MIDSTREAM LLC	MEMORANDUM OF CONSIDERATION FOR PERMANENT EASEMENT AND PERMANENT EASEMENT AGREEMENT OPTION AND PERMANENT EASEMENT AGREEMENT	7/30/2014	1-8-31 1-9-22			NO CONSENT NEEDED	DODDRIDGE
WV	BALLI	KNUDSEN, ELAINE T.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/29/2014	1-6-31 1-6-31.1	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	BALLI	JONES, JEFFERY K, SR.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/18/2014	1-7-7.1	10/8/2014	336/342 #212569	NO CONSENT NEEDED	DODDRIDGE

WV	BALLI	JONES, JEFFERY K, SR.	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/7/2014	1-7-7.1			NO CONSENT NEEDED	DODDRIDGE
WV	BALLI	GAGNON, SUSAN C.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/15/2014	9-1-6-9	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	BALLI LINE	SPELLMAN, DONNA K.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/10/2014	1-6-20			NO CONSENT NEEDED	DODDRIDGE
WV	BOBCAT TO EQT	SAMER, MATTHEW UNDERWOOD, DUSTIN	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/4/2014	5-29-33	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	SAMER, MATTHEW UNDERWOOD, DUSTIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/21/2013	5-29-33	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	FAIN, CHARLES T.	RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/12/2014	5-29-34	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	BARKER, LAWRENCE, ET UX FRANKLIN, JEAN FRANKLIN, THOMAS FRANKLIN, THOMAS RANDALL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/26/2013	5-28-35	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	FRANKLIN, JEAN FRANKLIN, THOMAS FRANKLIN, THOMAS RANDALL	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/18/2014	5-29-2	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	FRANKLIN, JEAN FRANKLIN, THOMAS FRANKLIN, THOMAS RANDALL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/3/2013	5-29-2	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	CAYTON, PAUL D., TRUSTEE OF THE OAKS LAND TRUST	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/8/2013	5-30-2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	ASH, TIMOTHY AND PAULA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/9/2014	5-29-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	UNDERWOOD, RODNEY AND DEBORAH	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	2/17/2014	5-30-6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	UNDERWOOD, RODNEY AND DEBORAH	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	2/18/2014	5-30-6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	SWIGER, HOWARD LEE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/17/2013	5-30-7	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	JAMES, RUSSELL F. & LAURIE A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/11/2013	5-30-22 5-25-43			NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	PENNINGTON, DEAN R.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/30/2013	5-25-43.1 5-25-43.2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

WV	BOBCAT TO EQT	PENNINGTON, DEAN R.	ANTERO RESOURCES MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT EXECUTED ON 10/30/2013-VALVE SITE	12/28/2013	5-25-43 5-25-43.1 5-25-43.2	10/2/2014	336/97 #212303	NO CONSENT REQUIRED	DODDRIDGE
	BOBCAT	HAYES, KENNETH, ET	ANTERO RESOURCES	OPTION AGREEMENT AND PERMANENT EASEMENT					NO CONSENT	

WV	TO EQT	UX	CORPORATION	AGREEMENT	10/23/2013	5-28-34.2	N/A	N/A	REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	PRATT, RONALD L. AND ROSETTA M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/23/2013	5-29-23 5-29-23.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, ROBERT E, ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	5-29-23.3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, ROBERT E, ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/14/2013	5-29-23.3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, ROBERT E, ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/14/2013	5-29-23.3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, MARGARET K., ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	5-29-23.4	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	STEPHENSON, MARGARET K., ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/14/2013	5-29-23.4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	JAMES, FRANK & ARETTA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/15/2014	5-30-21 5-30-22.3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	MINNICK, TINA MARIE DAVIS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/11/2013	5-30-4 5-30-5.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	BOBCAT TO EQT	UNDERWOOD, RODNEY O. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	5-30-6 5-30-6.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	SCHAFFER, MARY JANE, ET VIR	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT AND CONFIDENTIALITY	10/4/2013	3-10-33	8/1/2014	332/187 #206508	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	SINES, NORMAN I., ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	10/6/2013	3-10-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	HILL, JAMES A	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/22/2011	3-10-15 3-10-9	12/22/2011	295/263 #158687	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	CURRAN, LYNDA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT AND CONFIDENTIALITY	10/4/2013	3-10-23.2 3-10-33.2	8/1/2014	332/182 #206506	NO CONSENT REQUIRED	DODDRIDGE

WV	CANTON EAST	PENNINGTON, DEAN	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/10/2013	3-10-23; 3-10-34; 3-10-35 3-10-8 3-10-9 3-10-14 3-10-15 3-10-20	4/23/2013	306/121; #175461	NOT REQUIRED	DODDRIDGE
WV	CANTON EAST	HILL, JAMES	ANTERO RESOURCES CORPORATION	TEMPORARY AGREEMENT	11/22/2011	3-10-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, RICHARD C	ANTERO RESOURCES CORPORATION	TEMPORARY AGREEMENT	9/12/2013	3-6-26.3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, NOLA SUE	ANTERO RESOURCES CORPORATION	TEMPORARY AGREEMENT	9/13/2013	3-6-26.4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, JOHN A.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	11/15/2013	3-9-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, JOHN A.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	11/15/2013	3-9-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON EAST	MCMILLAN, JOHN A.	ANTERO RESOURCES CORPORATION	PERMANENT ACCESS EASEMENT AGREEMENT	11/29/2013	3-9-2.1	8/1/2014	332/192 #206509	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON NORTH	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/17/2013	5-23-1	10/17/2013	315/501 #184947	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON NORTH AND CANTON WATER	METHENY, JACK D. ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/25/2011	5-10-10	1/2/2014	319/438 #190106	NOT REQUIRED	DODDRIDGE
WV	CANTON NORTH COMPRESSOR SITE	FLEECE, SAMUEL J. ET UX	ANTERO RESOURCES CORPORATION	COMPRESSOR SITE AGREEMENT	9/4/2013	5-20-21	N/A	N/A	CONSENT REQUIRED CONSENT SIGNED 11/15/2013	DODDRIDGE
WV	CHESTNUT	CHESTNUT GROVE CHURCH	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT	10/17/2012	3-5-30.1	2/19/2014	321/148 #193867	NOT REQUIRED	DODDRIDGE
WV	CHESTNUT	CHESTNUT GROVE CHURCH	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT	9/4/2013	3-5-30.1	2/19/2014	321/42 #193755	NOT REQUIRED	DODDRIDGE

WV	CLINE	FLUHARTY, MICHAEL D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	6/14/2013	6-15-1	8/19/2013	311/188 #181734	NOT REQUIRED	DODDRIDGE
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WV	CLINE	CLINE, JOHNNIE ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT	8/19/2013	6-15-13.3	8/19/2013	311/206 #181741	NOT REQUIRED	DODDRIDGE
WV	COASTAL HILLTOP	NICHOLSON, MILTON DEAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/29/2011	6-12-30	10/24/2012	303/572 #167994	NOT REQUIRED	DODDRIDGE
WV	COASTAL HILLTOP	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PIPELINE RIGHT OF WAY AGREEMENT	7/2/2012	6-12-17	10/5/2012	303/302 #167312	GRANTOR'S PRIOR WRITTEN CONSENT REQUIRED	DODDRIDGE
WV	COFOR	LAMBERT, GEORGE	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT		1-4-33				DODDRIDGE
WV	COFOR	LAMBERT, GEORGE & DONNA	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	4/22/2014	1-7-17 1-7-18	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	COFOR	LAMBERT, GEORGE & DONNA	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/22/2014	1-7-16 1-7-17 1-7-18			NO CONSENT REQUIRED	DODDRIDGE
WV	COFOR	LAMBERT, GEORGE & DONNA	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/22/2014	1-7-4 1-7-17 1-7-18	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	COFOR	LAMBERT, GEORGE	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/22/2014	1-7-4 1-7-18 1-7-17 1-4-33			NO CONSENT REQUIRED	DODDRIDGE
WV	COFOR	COASTAL FOREST RESOURCES COMPANY	ANTERO MIDSTREAM LLC	EASEMENT AGREEMENT	8/7/2014	8-11-1; 8-11-12; 1-7-19			CONSENT NEEDED	DODDRIDGE
WV	COMPRESSOR	GLASPELL, MARY L	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/12/2013	5-19-3 5-19-3.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	COMPRESSOR SITE	PENNINGTON, DEAN	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT FOR COMPRESSOR SITE	10/4/2013	5-25-43.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	COTTRILL COMPRESSOR SITE	JAMES, WILLIAM PATRICK	ANTERO MIDSTREAM LLC	OPTION TO PURCHASE COMPRESSOR SITE	5/17/2014	1-6-6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	COTTRILL COMPRESSOR SITE	NICHOLS, JERRY L	ANTERO MIDSTREAM LLC	OPTION AGREEMENT (COMPRESSOR SITE)	4/19/2014	1-6-24	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CRISLIP TO MCCLAIN	DEVOL, NORMAN G	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	8/27/2013	6-8-41	1/9/2014	319/613 #190622	NO CONSENT REQUIRED	DODDRIDGE
WV	CRISLIP TO MCCLAIN	BOW, CHARLES T	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/26/2013	6-12-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CRISLIP TO MCCLAIN	COMSTOCK & SILVESTRE TRUSTS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	9/7/2013	6-12-2	1/9/2014	319/547 #190609	NO CONSENT REQUIRED	DODDRIDGE
WV	DEETS	BRITTON, ERIC W, ET UX	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/25/2014	8-12-69	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DEETS	HAUG, ROBERT & BETTY	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	5/2/2014	8-9-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DEETS	COSTILOW, EARNEST & MILDRED	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	7/15/2014	8-13-4	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	DEETS	COSTILOW, EARNEST & MILDRED	ANTERO MIDSTREAM LLC	TEMPORARY ACCESS ROAD AGREEMENT	7/15/2014	8-13-4	N/A	N/A	N/A	DODDRIDGE
WV	DEETS	COSTILOW, EARNEST & MILDRED	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	7/15/2014	8-14-4	N/A	N/A	N/A	DODDRIDGE
WV	DEETS	MILLER, DOUGLAS & MILLER	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/3/2014	8-9-3 8-9-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DIANE DAVIS	DAVIS, JONATHAN L.	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	5/6/2014	1-7-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DIANE DAVIS	DAVIS, JONATHAN L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	5/6/2014	1-7-1			NO CONSENT REQUIRED	DODDRIDGE
WV	DIANE DAVIS	DAVIS, JONATHAN L.	ANTERO MIDSTREAM LLC	TEMPORARY SURFACE FACILITY EASEMENT AND OPTION AGREEMENT	9/22/2014	1-7-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	DIANE DAVIS	DAVIS, JONATHAN L.	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	9/22/2014	1-7-1			NO CONSENT NEEDED	DODDRIDGE
WV	DOTSON HOLLAND	SMITH, ANTHONY R. & TABITHA J.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/15/2013	1-9-32	10/3/2014	336/140 #212358		DODDRIDGE
WV	DOTSON HOLLAND	PIERCE, DALE ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	1-8-39	10/3/2014	336/156 #212360	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	FRAME, MARY H.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/13/2013	1-8-41	10/3/2014	336/198 #212367	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	FRAME, MARY H.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/13/2013	1-8-41	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	FRAME, MARY H.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/22/2014	1-8-41	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	THOMPSON, HENRY L. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/1/2013	1-11-7	10/3/2014	336/189 #212366	NOT REQUIRED	DODDRIDGE

WV	DOTSON HOLLAND	PHILLIPS, ROBERT E. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/26/2013	1-12-7	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	PHILLIPS, ROBERT EDWARD	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT FOR PERMANENT EASEMENT	2/20/2014	1-12-7	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	DOTSON, ALLEN ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/29/2013	1-9-23	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	HEARTWOOD FOREST FUND IV LIMITED PARTNERSHIP	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/3/2013	1-11-4 1-11-6	10/3/2014	336/133 #212357	WRITTEN CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	BRITTON, ROBERT & JACQUELINE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/21/2014	1-11-9 1-11-9.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	BRITTON, ROBERT L. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/27/2013	1-11-9; 1-11-9.2	10/3/2014	336/173 #212362	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	SHEETS, ERIC D. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/5/2013	1-12-8; 1-12-9; 1-9-52			NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	ANKROM, BERNA KAY	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/28/2014	1-8-31.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	MCCLOY, ALVADORE ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT EXTENSION	12/14/2013	1-8-31; 1-9-22	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	FRIEND, RANDALL ERIC	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT AND ROAD ACCESS	4/30/2013	1-8-38.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	HOLLAND, KIMBERLEE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/3/2013	1-9-24; 1-9-24.1; 1-9-25.1	9/30/2013	336/164 #212361	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	ANKENEY, JOHN D. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	5/15/2013	1-9-32.1	10/3/2014	336/181 #212363	NOT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	RYMER, DANIEL & JANET	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	2/1/2014	1-9-32.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON HOLLAND	MARSH, MICHAEL & JOYCE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/28/2014	1-9-32.3	10/3/2014	336/148 #212359	NO CONSENT REQUIRED	DODDRIDGE
WV	DRAKE	ADAMS, DAVID L & PEGGY S	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/13/2014	5-18-48 5-18-53	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE

WV	DRAKE	ADAMS, DAVID L. ET AL	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/5/2014	5-18-54 5-18-66			NO CONSENT NEEDED	DODDRIDGE
WV	DRAKE LINE	OWENS, DAVID	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/3/2014	5-18-58			NO CONSENT NEEDED	DODDRIDGE
	DRAKE		ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT AND ACCESS ROAD					NO CONSENT	

WV	LINE	OWENS,DAVID	LLC	TO COMPRESSOR	9/3/2014	5-18-58			NEEDED	DODDRIDGE
WV	ERWIN VALLEY	HINTERER, DOLORES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/26/2012	6-19-2	10/3/2012	303/234 #167162	NOT REQUIRED	DODDRIDGE
WV	ERWIN VALLEY	BURTON, VIVIAN E. & DELANEY, LORETTA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/28/2011	6-15-12	4/10/2012	298/687 #161754	NOT REQUIRED	DODDRIDGE
WV	ERWIN VALLEY	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/19/2012	6-19-12 6-19-11	11/20/2012	304/103 #168828	NOT REQUIRED	DODDRIDGE
WV	ERWIN VALLEY	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT AGREEMENT	9/14/2012	6-19-12 6-19-11	11/27/2012	304/115 #168875	NOT REQUIRED	DODDRIDGE
WV	FRITZ	DOTSON, LARRY FIFER,	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/27/2013	8-22-4	OPTION ONLY	OPTION ONLY	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	NANCY, INDIVIDUALLY AND AS TRUSTEE OF THE FIFER FAMILY REVOCABLE TRUST	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/18/2014	8-22-6	OPTION ONLY	OPTION ONLY	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	PRIMM, LOREN & RUTH	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/10/2014	1-15-17	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	PRIMM, LOREN & RUTH	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	2/10/2014	1-15-17	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	HORTON, JUDY	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	3/29/2014	1-15-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	HORTON, JUDY A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/8/2013	1-15-20	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	HORTON, JUDY A.	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	3/29/2014	1-15-20	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	HORTON, JUDY	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/1/2014	1-15-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	HORTON, JUDY	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	2/1/2014	1-15-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	FRITZ, EUGENE & ROXANNE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	3/31/2014	1-15-9.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	FRITZ, EUGENE AND ROXANNE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/12/2014	1-15-9.1	OPTION ONLY	OPTION ONLY.	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	FRITZ, EUGENE AND ROXANNE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/12/2014	1-15-9.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	GRACE, JAN L. AND PHYLLIS A.	ANTERO RESOURCES MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	1/23/2014	1-15-9.4	OPTION ONLY	OPTION ONLY.	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	LLOYD, CECIL AND KATHRYN	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	3/10/2014	1-15-9.6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ	MUMMA, CARROLL W., ET UX	ANTERO RESOURCES CORPORATION	OPTION AND PERMANENT EASEMENT AGREEMENT	8/22/2013	8-22-5.6	OPTION ONLY	OPTION ONLY	NOT REQUIRED	DODDRIDGE
WV	GUM	YEATER, MARCELLA	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT FOR TEMPORARY ACCESS ROAD	6/25/2014	2-6-9	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	GUM	CASTILOW, GEORGE	ANTERO RESOURCES MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	8/26/2014	6-19-15	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	GUM	MESAROS, WALTER J. & ELIZABETH A.	ANTERO RESOURCES MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	8/18/2014	2-6-10.5	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	GUM	RUDDY, ROBERT B. & JOELLE A.	ANTERO RESOURCES MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	7/7/2014	2-6-5.3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	GUM	YEATER, MARCELLA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT FOR TEMPORARY WAREYARD OPTION AGREEMENT AND PERMANENT EASEMENT	6/25/2014	2-6-9	2-6-9.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	GUM	GUM, JOSEPH	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/16/2014	2-6-5		N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HAMILTON	FOSTER, YVONNE	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT VALVE SITE	2/6/2013	3-5-3		9/9/2013	312/333 #182769	NOT REQUIRED	DODDRIDGE
WV	HAMILTON	JORDAN FAMILY PARTNERSHIP	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT VALVE SITE	3/28/2013	3-5-8		5/10/2013	312/319 #182764	NOT REQUIRED	DODDRIDGE
WV	HAMILTON	HAMILTON, KENNETH E.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT VALVE SITE	4/6/2013	3-5-4.3		9/9/2013	312/326 #182767	NOT REQUIRED	DODDRIDGE
WV	HINES	CLEVINGER, CHARLES & CHERYL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT & PERMANENT ACCESS ROAD	4/11/2014	6-14-4	6-14-7	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HINES	CLEVINGER, CHARLES	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	4/16/2014	6-14-4	6-14-7			NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING CANTON WATER	KEY OIL COMPANY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	4/19/2013	8-12-50		N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING CANTON WATER	KEY OIL COMPANY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	4/19/2013	8-12-51		N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING CANTON WATER	BIG "D" ENTERPRISES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/24/2013	8-12-79	8-12-80			NOT REQUIRED	DODDRIDGE
WV	IKE	MORRIS, I. L. (IKE)	ANTERO MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	6/5/2014	6-7-1				NO CONSENT REQUIRED	DODDRIDGE
WV	IKE	MORRIS, LL. (IKE)	ANTERO MIDSTREAM LLC	PIPELINE EASEMENT AND RIGHT OF WAY	7/10/2013	6-7-1		1/9/2014	319/608 #190621	NOT REQUIRED	DODDRIDGE
WV	IKE	JETT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	5/28/2013	6-11-1		12/6/2013	318/549 #188590	NOT REQUIRED	DODDRIDGE
WV	IKE	YEAGER, CHARLES, III	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/17/2013	6-11-4		9/9/2013	312/314 #182763	NOT REQUIRED	DODDRIDGE
WV	J GUM	GANDY, LEONARD & NADINE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/15/2014	6-20-1		N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	J GUM	BRANNON, ROBERT B. & BETTY L.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	7/31/2014	2-6-10.2		N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	J GUM	NORTON, GARRY R.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	8/11/2014	6-16-15	6-19-6	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	J GUM	WOODRUFF, HARVEY C. III	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	8/1/2014	6-20-20.1; 6-20-20.3		N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	J GUM	BEE, WARREN E. & JUDY E.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	7/28/2014	6-20-3; 6-20-9		N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	J GUM	DEVERICKS, CLIFFORD	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	7/26/2014	6-20-4; 6-20-5		N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	JON DAVIS	COTTRILL, BRENT SCOTT & LAURA MARIE	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	8/28/2012	1-7-20	(1-6-43)	2/8/2013	305/118 #171727	NOT REQUIRED	DODDRIDGE
WV	KARL EXPRESS	SPONAUGLE, DAVID	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/4/2014	8-8-49		N/A	N/A	NO CONSENT NEEDED	DODDRIDGE

WV	KARL EXPRESS	GAIN, AARON L. & GAINS, PERRY B.	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/20/2014	8-1-7	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	HOLDEN, MARY LOU	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/16/2014	1-3-8	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	HOLDEN, MARY LOU	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD	10/2/2014	1-3-8	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	HOLDEN, MARY LOU	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND WAREYARD AGREEMENT	10/2/2014	1-3-8	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE

WV	KARL EXPRESS	JAMES JEFFERY & MARLA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/17/2014	1-3-12	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	JEFFERY, JAMES	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/17/2014	1-3-14	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	WYCKOFF, GEORGE M. & SANDRA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/19/2014	8-12-17	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	SHEPHERD, JAMES E. ii	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/18/2014	1-3-1 1-3-2 1-3-2.1 1-3-2.2	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	KELLY, STEVEN W. & VICKY LYNN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/25/2014	1-3-10.1	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	BENJAMIN DAVIS, JONATHAN DAVIS, L. DIANE DAVIS, JEFFERY DAVIS & SUE DAVIS	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/29/2014	1-4-19 1-4-35 1-4-36 1-4-37 1-4-37.2	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	D & M POWELL, LLC	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/19/2014	3-19-31 3-19-32	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	FRALEY, JANET L. & JAMES R.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/18/2014	8-7-12.1 8-7-19	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	McCULLOUGH, RICHARD F.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/14/2014	9-1-1-1 9-1-3-7 9-1-20-15	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	McCULLOUGH, RICHARD F.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/14/2014	9-1-3-10 9-1-3-18 9-1-20-8	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	KARL EXPRESS	LAW, RONALD L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/14/2014	9-6-2-1	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE

WV	KRAMER	KRAMER, CELEITA A.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	9/19/2012	8-9-4	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	KRAMER	MOORE, DWIGHT E. & TINA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	9/19/2012	3-13-17	N/A	N/A	NOT REQUIRED	DODDRIDGE
		MOORE, DWIGHT	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT						

WV	KRAMER	E. & TINA M.	CORPORATION	AGREEMENT	9/19/2012	3-13-17	3/5/2014	321/443 #194713	NOT REQUIRED	DODDRIDGE
WV	KRAMER	MOORE, DWIGHT E. & TINA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	9/19/2012	3-13-17	9/19/2013	313/233 #183425	NOT REQUIRED	DODDRIDGE
WV	LEATHERMAN	JETT, GLORIA J.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	11/1/2012	3-19-7	8/16/2013	311/159 #181594	NOT REQUIRED	DODDRIDGE
WV	LEATHERMAN	JETT, GLORIA J.	ANTERO MIDSTREAM LLC	SURFACE FACILITY PERMANENT EASEMENT AGREEMENT	9/20/2012	3-19-7	9/19/2013	313/229 #183424	NOT REQUIRED	DODDRIDGE
WV	LEATHERMAN	LEATHERMAN, DELBERT E. ET AL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/2/2012	3-16-15	8/16/2013	311/150 #181593	NOT REQUIRED	DODDRIDGE
WV	LEATHERMAN	LEATHERMAN, DELBERT E. ET AL	ANTERO MIDSTREAM LLC	EASEMENT MODIFICATION	11/24/2012	3-16-15	9/6/2013	312/264 #182681	NOT REQUIRED	DODDRIDGE
WV	LEATHERMAN	HASS, RONALD M. ET AL	ANTERO MIDSTREAM LLC	SURFACE FACILITY	8/6/2012	3-16-15.2	11/5/2013	316/589 #186362	NOT REQUIRED	DODDRIDGE
WV	LEATHERMAN	HASS, RONALD M. ET AL	ANTERO MIDSTREAM LLC	ROAD ACCESS AGREEMENT	3/30/2012	3-16-15.2	4/27/2012	299/437 #162235	NOT REQUIRED	DODDRIDGE
WV	LEATHERMAN	HASS, RONALD M. ET AL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/6/2012	3-16-15.2	8/16/2013	311/136 #181591	NOT REQUIRED	DODDRIDGE
WV	LEMLEY	HFP,LLC	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/30/2014				NO CONSENT NEEDED	DODDRIDGE
WV	LEMLEY	HFP, LLC	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	7/30/2014	3-13-5	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	LEMLEY	WILLIAMS, JERRY & GRETA	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/1/2014	3-13-9			NO CONSENT REQUIRED	DODDRIDGE
WV	LEMLEY	MOUNT SALEM REVIVAL GROUNDS, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION PERMANENT EASEMENT AGREEMENT	4/12/2013	3-13-10.1	N/A	N/A	NO REQUIRED	DODDRIDGE
WV	LEMLEY	MOUNT SALEM REVIVAL GROUNDS, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	4/12/2013	3-13-10.1	PENDING	PENDING	NO REQUIRED	DODDRIDGE
WV	LICK RUN	MORRIS,I.L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/10/2014	6-7-1			NO CONSENT NEEDED	DODDRIDGE

WV	LOWTHER	MCCLAIN, ROGER A., ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	6-8-40	9/12/2013	312/501 #183037	NOT REQUIRED	DODDRIDGE
WV	LOWTHER	LOWTHER, KENNETH, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/23/2013	6-8-4	12/6/2013	318/528 #188586	NOT REQUIRED	DODDRIDGE
WV	LOWTHER	BOWYER, NOMA SUE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/9/2013	6-8-5	12/6/2013	318/521 #188585	NOT REQUIRED	DODDRIDGE
WV	LOWTHER	KEPLINGER, DALE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/11/2013	6-8-17	12/6/2013	318/514 #188584	NOT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SHIFFLETT, SR., ROBERT E.	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/8/2014	3-18-32	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	BONDURANT, DORIS L.	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/10/2014	3-18-35	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	BURR, GLENN E. AND NAOMI L.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/9/2013	3-18-37	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	LACKEY, ROY A. AND IWANA J.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/11/2013	3-18-39	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	LACKEY, ROY A. AND IWANA J.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT OPTION	12/11/2013	3-18-39	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	MARKWEST TO BOBCAT	VAN SCOY, NORMA YEATER	ANTERO RESOURCES CORPORATION	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/6/2013	3-18-43	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	STAMM, JAMES C.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/16/2014	3-18-44	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	HARPER, DANNY R.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/14/2014	3-18-49	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/19/2013	3-21-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	12/19/2013	3-21-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/19/2013	3-21-3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/19/2013	3-21-3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	SCHUMACHER, MARK CHRISTOPHER AND MARK VINCENT	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	12/19/2013	3-21-3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	ASH, DELEAH J.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/3/2014	3-18-5	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

WV	MARKWEST TO BOBCAT	STAMM, NANCY	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/9/2014	3-21-5	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	STAMM, NANCY	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND SURFACE FACILITY EASEMENT AGREEMENT	1/16/2014	3-21-5	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	GASKINS, WILLIAM E. AND DESSIE A.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/13/2014	3-18-7	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WILLIAMS, MELVIN L.	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/30/2013	3-18-19	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	ASH, LESTER	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/6/2014	3-14-22.1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WEBB, TERESA M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2013	3-15-14 3-18-8	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	GASKINS, DOROTHY JUNE GASKINS, SAMUAL C. MARSHOK, SHARON L. SANDERS, CONNIE J. GASKINS, DOROTHY JUNE GASKINS, SAMUAL C.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/10/2014	3-15-6 3-15-11 3-15-12	3/11/2014	321/544 #195183	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MARSHOK, SHARON L. SANDERS, CONNIE J. GASKINS, DOROTHY JUNE GASKINS, SAMUAL C.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/20/2014	3-15-6 3-15-11 3-15-12	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MARSHOK, SHARON L. SANDERS, CONNIE J.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	1/20/2014	3-15-6 3-15-11 3-15-12	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MARSHOK, SHARON L. SANDERS, CONNIE J.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	1/20/2014	3-15-6 3-15-11 3-15-12	3/11/2014	321/553 #195185	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	PERKINS OIL & GAS, INC.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/29/2014	3-18-04 3-18-27 3-18-28	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	FORD, JEFFREY AND SHELBY	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/11/2013	3-18-14 3-18-14.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	FORD, JEFFREY AND SHELBY	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/11/2013	3-18-14 3-18-14.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	FORD, JEFFREY AND SHELBY	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/11/2013	3-18-14 3-18-14.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
			ANTERO	OPTION AGREEMENT						

WV	MARKWEST TO BOBCAT	GOODSON, THOMAS BUNTING, MARIE WATT, RAAKELI	RESOURCES MIDSTREAM LLC	AND PERMANENT EASEMENT AGREEMENT	12/19/2013	3-18-15.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	LOUGH, JUANITA LOUGH, ROBERT LINTON, DENISE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	12/30/2013	3-18-20 3-18-6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	PERKINS OIL & GAS INC.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/11/2013	3-18-4 3-18-27	3/25/2014	#201400001557	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/3/2014	3-18-4.1	N/A		NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WORKSPACE	1/24/2014	3-18-4.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2013	3-18-4.1 3-18-24	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/10/2013	3-18-4.1 3-18-24	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/10/2013	3-18-4.1 3-18-24	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	WRIGHT, DAWN E.	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	12/10/2013	3-18-4.1 3-18-24	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MILLER, JOHN H.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/10/2013	3-18-4.6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MILLER, JOHN H.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/10/2013	3-18-4.6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MILLER, JOHN H.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	12/10/2013	3-18-4.6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MILLER, JOHN H.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WORKSPACE AGREEMENT	1/24/2014	3-18-4.6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	MILLER, JOHN H.	ANTERO RESOURCES MIDSTREAM LLC	MODIFICATION OF PERMANENT EASEMENT AGREEMENT-ADDED WAREYARD	2/22/2014	3-18-4.6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	STAMM, EMMAJEAN LAMBERNEDIS,	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/15/2014	3-18-40 3-18-41.1	N/A	N/A	CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	DAVID N. & JENNIFER A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/16/2013	3-18-7.5	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

WV	MARKWEST TO BOBCAT	DAVIS, RONALD L. & CINDY	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/4/2013	3-21-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MARKWEST TO BOBCAT	RINGER, ADAM B. & JOSHUA L.	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	12/27/2013	3-21-35 3-21-36	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	CLARK, TERESA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	5/28/2013	1-10-19	9/4/2013	312/204 #182515	NOT REQUIRED	DODDRIDGE
WV	MELODY	LORKOVICH, LEONA, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/28/2013	3-5-2	10/2/2014	336/117 #212308	NOT REQUIRED	DODDRIDGE
WV	MELODY	LORKOVICH, LEONA W. BANASZAK, SHIRLEY WEEKLY, ANCIL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/28/2013	3-5-2	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	MELODY	WEEKLY, ANCIL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT PERMANENT EASEMENT AGREEMENT	6/28/2013	3/5/2002	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MELODY	COSTILOW, CHARLES N.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	3-5-6	10/2/2014	336/109 #212307	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIRKPATRICK, LOIS JANE	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/9/2013	3-5-12	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
			ANTERO RESOURCES	PERMANENT						

WV	MELODY	LEMASTERS, BARBARA KAY ROBERTS, MABEL KIMBALL, BOREMAN KIMBALL, MARVIN GRIFFIN, VIRGINIA LEMASTERS, BARBARA KIMBALL, CHARLES KIMBALL, JOSEPH KIMBALL, MICHAEL	APPALACHIAN CORPORATION	EASEMENT AGREEMENT	7/7/2013	3-2-16	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	MELODY		ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-2-16	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	MELODY	ROBERTS, MABLE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-2-16	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	MELODY	ROBERTS, MABLE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-2-16	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	MELODY	GRIFFIN, VIRGINIA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIMBALL, BOREMAN R.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIMBALL, JOSEPH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIMBALL, MARVIN G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE
WV	MELODY	KIMBALL, MICHAEL S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/7/2013	3-12-16	8/1/2014	332/174 #206505	NOT REQUIRED	DODDRIDGE

WV	MELODY	SPENCER, CARLAS ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/10/2013	3-5-27	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MELODY	ANTERO RESOURCES CORPORATION	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/1/2014	3-4-10 3-5-11 3-5-11.1			NO CONSENT REQUIRED	DODDRIDGE
WV	MIDCANTON	NAPIER, THELMA M. PHILLIPS, LORELEI SUE FORD, PEGGY RUTH NAPIER, THELMA M. PHILLIPS, LORELEI SUE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT FOR COMPRESSOR SITE	6/27/2014	8-5-16			NO CONSENT REQUIRED	DODDRIDGE
WV	MIDCANTON	FORD, PEGGY RUTH	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD	6/27/2014	8-5-16 8-8-12			NO CONSENT REQUIRED	DODDRIDGE
WV	MIDCANTON	CHIPPS, STEVEN R. & SHAWNA L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT COMPRESSOR SITE	7/2/2014	8-8-6 8-8-5.1			NO CONSENT REQUIRED	DODDRIDGE
WV	MID-CANTON COMPRESSOR SITE	WILLIAMS, LARRY J.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT (COMPRESSOR SITE)	6/8/2014	8-7-10			NO CONSENT REQUIRED	DODDRIDGE
WV	MID-CANTON COMPRESSOR SITE	WILLIAMS, LARRY J.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT (COMPRESSOR SITE)	6/8/2014	8-7-10			NO CONSENT REQUIRED	DODDRIDGE
WV	MID-CANTON COMPRESSOR SITE	WILLIAMS, LARRY J.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT (COMPRESSOR SITE)	6/8/2014	8-4-37.5			NO CONSENT REQUIRED	DODDRIDGE
WV	MID-CANTON COMPRESSOR SITE	NOLL, FRANCIS J	ANTERO MIDSTREAM LLC	6-MONTH OPTION AGREEMENT TO PURCHASE PROPERTY FOR COMPRESSOR SITE	6/3/2014	8-5-10 8-5-10.1			NO CONSENT REQUIRED	DODDRIDGE
WV	MIDCANTON CS	SMITH, TAMELA	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT FOR COMPRESSOR SITE	7/1/2014	1-2-6				DODDRIDGE
WV	MIDDLE	DAVIS, JONATHAN L. ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/22/2014	1-4-37.1 1-4-19 1-4-37.2 1-4-37			NO CONSENT NEEDED	DODDRIDGE
WV	MIDDLE	PAINTER, CAROL AND ALFRIEDA LORKOVICH, LEONA W.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/30/2014	8-6-2.3	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MISERY	BANASZAK, SHIRLEY WEEKLY, ANCIL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/28/2013	3-5-2	10/2/2014	336/117 #212308	NOT REQUIRED	DODDRIDGE
WV	MISERY	FOSTER, YVONNE	ANTERO MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	5/9/2014	3-5-3			NO CONSENT REQUIRED	DODDRIDGE
WV	MISERY	FOSTER, YVONNE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/15/2014	3-5-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	MISERY	COSTILOW, CHARLES N.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	3-5-6 3-5-7	10/2/2014	336/109 #212307	NOT REQUIRED	DODDRIDGE
WV	MISERY	JORDAN FAMILY PARTNERSHIP	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/30/2013	3-5-8 3-5-15	PENIDNG	PENDING	NOT REQUIRED	DODDRIDGE

WV	MISERY MOORE AND CANTON WATER	JORDAN FAMILY PARTNERSHIP	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	1/31/2014	3-5-7 3-5-8 3-5-15	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	N/S CANTON WATER	GRAY, FREDERICK AND ALLISON	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	3/9/2012	3-16-2.1	3/28/2012	297/586 #161378	NOT REQUIRED	DODDRIDGE
WV	N/S CANTON WATER	RUBLE, SCOTTY & MARTHA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	3/25/2014	3-9-2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	N/S CANTON WATER	FOSTER, YVONNE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	3/27/2014	3-5-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NASH	HAUG, ROBERT M., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	8-9-2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NASH	MILLER, DOUG ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/18/2013	8-9-3 8-9-1	12/6/2013	318/564 #188593	NO CONSENT REQUIRED	DODDRIDGE
WV	NEW MILTON	MEANS, KEVIN M. AND CINDY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/18/2013	6-8-36	4/18/2013	312/456 #182973	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	COMSTOCK IRREVOCABLE TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	7/16/2013	6-8-39	9/11/2013	312/446 #182971	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	MCCLAIN, ROGER A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	6-8-40	9/12/2013	312/501 #183037	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	MCCLAIN, ROGER A.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/9/2013	6-8-40	9/12/2013	312/509 #183038	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	LUOTTO, JOHN A	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/18/2013	6-11-2	9/19/2013	313/215 #1836421	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	METER & VALVE SITE RIGHT OF WAY AGREEMENT	6/28/2013	6-8-35 6-12-1	1/9/2014	319/623 #190624	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD RIGHT OF WAY AGREEMENT	6/28/2013	6-8-35 6-12-1	1/9/2014	319/623 #190624	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PIPELINE AGREEMENT	8/28/2013	6-8-35 6-12-1	1/9/2014	319/623 #190624	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	PHILLIPS, RAMONETTA ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	4/26/2013	6-8-37 6-8-37.1	9/17/2013	313/64 #183246	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON	PHILLIPS, RAMONETTA ET AL	ANTERO RESOURCES CORPORATION	ROAD ACCESS EASEMENT AGREEMENT	7/13/2013	6-8-37 6-8-37.1	9/17/2013	313/292 #183435	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO CRISLIP	COX, DENVER W., JR., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/27/2013	6-8-38 & 6-12-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	NEW MILTON TO MIDPT	BARR, JR., JAMES T. AND BERNICE	ANTERO RESOURCES CORPORATION	TEMPOARY WORKSPACE AGREEMENT	12/11/2013	6-12-10	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	BARR, JR., JAMES T. AND BERNICE	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/11/2013	6-12-10	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	COMSTOCK IRREVOCABLE TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/7/2013	6-8-39	1/9/2014	319/47 #190609	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	MCCLAIN, ROGER A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	6-8-40	9/12/2013	312/501 #183037	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	BOW, CHARLES T. & LANORA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/26/2013	6-12-2	1/9/2014	319/539 #190608	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	BARR, JAMES THEODORE, JR.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	6-12-10	3//20/2014	321/399 #194704	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	BARR, JAMES THEODORE, JR.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	12/5/2013	6-12-10	3/20/2014	321/399 #194704	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	WHITEHAIR, ELTON D. & JUDITH	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/15/2013	6-12-18 6-12-19	1/9/2014	319/532 #190607	NOT REQUIRED	DODDRIDGE
WV	NEW MILTON TO MIDPT	CRISLIP, REXALL M. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-12-34 6-12-39	4/2/2012	298/367 #161482	NOT REQUIRED	DODDRIDGE

WV	NEW MILTON TO MIDPT	CRISLIP, REXALL M. ET AL	ANTERO RESOURCES MIDSTREAM LLC	ROAD ACCESS OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	11/16/2012	6-12-34 6-12-39	9/19/2013	313/269 #183431	NOT REQUIRED	DODDRIDGE
WV	NICHOLS	McCULLOUGH, RICHARD F.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/13/2014	1-6-5	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	NICHOLS	LEACH, MICHELE PRUTSMAN, SUSAN PERINE, GERALD ANDREW	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/28/2014	1-6-26			NO CONSENT REQUIRED	DODDRIDGE
WV	NICHOLS	KELLEY, KIMELA & CHARLES	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT AND WAREYARD OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	4/25/2014	1-6-12 1-6-17			NO CONSENT REQUIRED	DODDRIDGE
WV	NICHOLS	KELLEY, KIMELA & CHARLES	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/25/2014	1-6-12 1-6-17			NO CONSENT REQUIRED	DODDRIDGE
WV	NICHOLS	KELLEY, KIMELA & CHARLES	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/29/2014	1-6-12 1-6-17			NO CONSENT REQUIRED	DODDRIDGE
WV	NICHOLS LATERAL	MCCULLOUGH, RICHARD F	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/13/2014	1-6-5			NO CONSENT REQUIRED	DODDRIDGE
WV	NIMORWICZ	MUTSCHELNAUS, CLARENCE W. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	8/16/2013	4-5-14	9/19/2013	313/319 #183439	NOT REQUIRED	DODDRIDGE

WV	NORTH CANTON CONNECTOR	GLASPELL, MARY L	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT OPTION	9/11/2013	5-11-33	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/11/2013	5-11-34	8/25/2014	333/10 #208481	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	OPTION TO PURCHASE OPTION	8/23/2013	5-11-34	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	ARCHER, TOMMY L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT OPTION	8/21/2013	5-12-37	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COLLINS, THOMAS A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/10/2013	5-12-38	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	MCCLURE, NELSON M., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/27/2013	5-18-50	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN A. GLASPELL, SHAWN DILLON, DIANA & EDSEL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	5-23-1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	KERBY, TAMMY BAILEY, MEGAN WINSTON LOVE FAMILY TRUST	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/17/2014	5-23-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	BLAND, LESTER TRUSTEE OF THE CHILDREN'S TRUST LAFALCE, ASHLIE	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/16/2014	5-17-3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	SIMMONS, CRAIG A. & CONNIE L.	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	8/12/2014	5-11-4	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	SIMMONS, CRAIG A., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT OPTION	11/8/2013	5-11-4	8/25/2014	333/1 #208480	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	BROOKOVER, CHESTER E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/29/2013	5-17-4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	DODRILL, OPAL O.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/14/2014	5-23-8	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	METHENY, JACK D.	ANTERO RESOURCES CORPORATION	OPTION TO PURCHASE AN EASEMENT	11/5/2013	5-10-10	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	ARBOGAST, MARY K.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT OPTION	11/8/2013	5-11-10	8/25/2014	332/652 #208450	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/2/2012	5-17-12	N/A	N/A	NOT REQUIRED	DODDRIDGE

WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY	12/8/2012	5-17-12	9/16/2013	426/270 #77765	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	4/24/2014	5-17-12	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	JONES, RONALD R., SR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT OPTION	10/2/2012	5-17-12	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	LAFALCE, ASHLIE	RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	3/17/2014	5-17-13	8/25/2014	332/701 #208466	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	ARCHER, J. SAMUEL	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/27/2014	5-23-15	8/25/2014	332/710 #208470	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COFFMAN, CHRISTOPHER	ANTERO MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	4/10/2014	5-11-16			NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COFFMAN, CHRISTPHER	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD	4/26/2014	5-11-16			NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COFFMAN, CHRISTOPHER L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD	7/15/2014	5-11-16			NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COFFMAN, CHRISTOPHER	ANTERO MIDSTREAM LLC	TEMPORARY WORKSPACE AGREEMENT	8/26/2014	5-11-16			NO CONSENT NEEDED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COFFMAN, CHRISTOPHER L.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	2/4/2014	5-11-16	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COFFMAN, CHRISTOPHER L.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/21/2014	5-11-16	8/25/2014	332/718 #208476	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	SUMMERS, ROBERT E ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/27/2013	5-12-22	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	SWIGER, LARRY D.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/13/2013	5-11-24	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	ELK LICK CHURCH OF GOD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/24/2013	5-11-13 5-11-13.1	8/25/2014	332/660 #208451	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	YEAGER, CHARLES W. III	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD	7/17/2014	5-11-15 5-11-14			NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	HARDGROVE, MARK E.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/27/2013	5-11-22.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/17/2014	5-11-34 5-17-3.2 5-17-3.3 5-17-14 5-23-1	NA	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN A.	ANTERO MIDSTREAM LLC	TEMPORARY ACCESS ROAD EASEMENT AGREEMENT	6/12/2014	5-11-34 5-17-3.2 5-17-3.3 5-17-14 5-23-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GLASPELL, SHAWN A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2013	5-11-34; 5-17-3.2 5-17-3.3 5-17-3.4 5-17-19 5-17-20	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	LEMASTER, HAZEL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD	4/19/2014	5-11-5 5-11-5.2 5-11-5.3			NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	LEMASTERS, HAZEL	ANTERO RESOURCES CORPORATION	EXTENSION AGREEMENT	10/5/2012	5-11-5 5-11-5.2 5-11-5.3	8/25/2014	332/685 #208457	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	FERREBEE, BETTY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/27/2013	5-11-7 5-11-7.1	8/25/2014	332/644 #208449	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	GAMBLE, JASIN	ANTERO MIDSTREAM LLC	ADDED WAREYARD	3/31/2014	5-11-7 5-11-7.1			NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	JONES, RONALD R. SR. AND JULIA JONES, RONALD R. JR JONES, MICHAEL JONES, LAURA GRESSEL	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD EASEMENT AGREEMENT	4/24/2014	5-17-12 5-17-13			NO CONSENT REQUIRED	DODDRIDGE
	NORTH		ANTERO							

WV	CANTON CONNECTOR	BRAUN, JERRY E., ET UX	RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT	9/16/2013	5-18-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	BATES, WILLIAM L. AND MARY L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/20/2013	5-19-22.3 5-19-24	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	HENNING, CHARLES & ZELDA	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	4/5/2014	5-23-1.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	HENNING, CHARLES R. AND ZELDA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	3/2/2014	5-23-1.1	8/25/2014	332/669 #208452	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	NORTON, JAMES L. & LAWANNA J.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	12/23/2013	5-23-4 5-23-4.1	8/25/2014	332/693 #208463	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	NORTON, JAMES L. & LAWANNA J.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS AGREEMENT	12/31/2013	5-23-4 5-23-4.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	JOHNSON, JOHNNIE, JR.	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT	2/12/2014	5-23-8.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	RUDDER, GRACE OLIVE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/21/2013	5-5-11.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	FERREBEE, DAVID	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/28/2014	5-5-5 5-5-12	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTH CANTON CONNECTOR	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	3/11/2014	9-5-10.1	PENDING	PENDING	WRITTEN CONSENT REQUIRED	DODDRIDGE
WV	NORTON	NORTON, GARRY R.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	6-19-6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTON	COX, DENVER W., JR., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT & PERMANENT EASEMENT	10/7/2013	6-15-17	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTON	FIEDLER, ANNEISE (FKA ANNE KELLY)	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT	2/4/2014	6-15-13.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	NORTON	COX, RALPH AND DELORIS	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT	12/18/2013	6-15-14 6-15-16	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PEARL JEAN	BYLER, VALENTINE S. & KELLY A.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/17/2014	3-19-6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PEARL JEAN	JETT, GLORIA	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/23/2014	3-19-7	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PEARL JEAN	JETT, GLORIA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/16/2014	3-19-7	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PEARL JEAN	PENNINGTON, DEAN & MARTHA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/23/2014	3-16-21	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PEARL JEAN	PENNINGTON, DEAN R. & MARTHA A., H/W	ANTERO MIDSTREAM LLC	COMPRESSOR SITE AND EASEMENT AGREEMENT	3/20/2013	3-16-21 3-17-28	4/17/2014	328/606 #198599	NOT REQUIRED	DODDRIDGE
WV	PEARL JEAN	PENNINGTON, DEAN R. & MARTHA A., H/W	ANTERO MIDSTREAM LLC	SURFACE FACILITY AGREEMENT	4/29/2013	3-16-21 3-17-28	9/27/2013	313/472 #183958	NOT REQUIRED	DODDRIDGE
WV	PEARL JEAN	PENNINGTON, DEAN & MARTHA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	4/7/2014	3-16-21 3-20-1 3-20-51	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PENNINGTON NO.	MORRIS, IKE (1 L)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/10/2013	6-7-1	1/9/2014	319/608 #190621	NOT REQUIRED	DODDRIDGE
WV	PENNINGTON NO.	JETT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/28/2013	6-11-1	12/6/2013	318/549 #188590	NOT REQUIRED	DODDRIDGE
WV	PENNINGTON NO.	JETT, EDWARD ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	6/26/2013	6-11-1	9/9/2013	313/276 #183432	NO REQUIRED	DODDRIDGE
WV	PENNINGTON NO.	PENNINGTON, BERNARD, ET UX	ANTERO MIDSTREAM LLC	OPTION FOR PERMANENT EASEMENT AGREEMENT	5/28/2013	6-11-3	N/A	N/A	NOT REQUIRED	DODDRIDGE
				TEMPORARY						

WV	PENNINGTON NORTH	MORRIS, I. L.(IKE)	ANTERO RESOURCES CORPORATION	ROAD ACCESS EASEMENT WORKSPACE/	11/7/2013	6-7-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PENNINGTON NORTH	MORRIS, IKE	ANTERO RESOURCES MIDSTREAM LLC	EXTRA TEMPORARY WORKSPACE PERMANENT EASEMENT AGREEMENT	1/20/2014	6-7-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PENNINGTON SO	MORRIS, IKE (I L)	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/1/2013	6-7-1	12/6/2013	318/539 #188588	NOT REQUIRED	DODDRIDGE
WV	PENNINGTON SO	PENNINGTON, BERNARD, ET AL	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/28/2013	6-11-3	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	PENNINGTON SO	DAVIS, BRIAN E	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/14/2013	6-11-17	10/2/2014	336/100 #212305	NOT REQUIRED	DODDRIDGE
WV	PIKES FORK	BORING, CLAUDIA D. SECKMAN, DWAIN E	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT TO PURCHASE COMPRESSOR SITE	11/24/2013	5-24-36	N/A	N/A	CONSENT REQUIRED	DODDRIDGE

WV	PIPEYARD	MANCUSO, ANTHONY	ANTERO RESOURCES CORPORATION	GROUND LEASE AGREEMENT	9/18/2013	1-10-3			NO CONSENT REQUIRED	DODDRIDGE
WV	PRATT LAT	JACKSON, VANCE	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMAMENT EASEMENT	11/8/2012	3-8-3	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	PRATT LAT	HIGGINBOTHAM, PAMELA ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	EXTENSION OF OPTION	11/6/2012	3-8-6	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	PRATT LAT	PRATT, CLARENCE O. AND JUANITA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMAMENT EASEMENT	5/23/2012	3-8-11	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	PRATT LAT	PRATT, CLARENCE O. AND JUANITA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	EXTENSION OF OPTION	11/8/2012	3-8-11	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	R.J. SMITH	CHESTNUT GROVE CHRISTIAN CHURCH	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE PERMANENT ROAD AGREEMENT	10/2/2013	3-5-30.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	R.J.SMITH	PRATT,DENZIL F ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/4/2013	3-5-10	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	R.J.SMITH	PRATT,DENZIL F ET UX	ANTERO RESOURCES CORPORATION	SURFACE AGREEMENT	9/4/2013	3-5-10	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	REVIVAL	WILLIAMS, JERRY L. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/24/2012	3-13-9	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	REVIVAL	MOUNT SALEM REVIVAL GROUNDS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	12/17/2012	3-13-15.1	3/15/2014	321/436 #194712	NOT REQUIRED	DODDRIDGE
WV	REVIVAL	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	10/10/2012	3-13-17 3-13-21 3-13-22	11/5/2013	316/616 #186375	NOT REQUIRED	DODDRIDGE
WV	REVIVAL	WILLIAMS, LARRY G. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	12/15/2012	3-13-9.1	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	RJ SMITH	PRATT, DENZIL ET UX	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/5/2013	3-5-10			NONE REQUIRED	DODDRIDGE
WV	RJ SMITH	CHESTNUT GROVE CHRISTIAN CHURCH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/21/2013	3-5-30.1			NONE REQUIRED	DODDRIDGE
WV	ROBERT WILLIAMS	HILEY, ROGER L ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/4/2013	1-15-8	12/6/2013	31/507 #188583	NO CONSENT REQUIRED	DODDRIDGE
WV	ROBERT WILLIAMS	PRIMM, LOREN, ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/8/2013	1-15-17	1/9/2014	319/556 #190610	NOT REQUIRED	DODDRIDGE
WV	ROBERT WILLIAMS	WILLIAMS, ROBERT C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/25/2013	1-15-6.4	1/9/2014	319/525 #190606	NONE REQUIRED	DODDRIDGE
WV	ROCK RUN	LAMBERT, GEORGE D.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/10/2014	1-4-33	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

WV	ROCK RUN	DAVIS, JONATHAN L. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/23/2013	1-7-2	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	ROCK RUN	DAVIS, JONATHAN L. ET UX	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/10/2014	1-4-33.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
			ANTERO RESOURCES	PERMANENT EASEMENT		1-4-35			NO CONSENT	

WV	ROCK RUN	DAVIS, JONATHAN L., ET AL	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	AGREEMENT	11/23/2013	1-4-36	PENDING	PENDING	REQUIRED	DODDRIDGE
WV	ROY	WRIGHT, JAMES N. & TAMMY L.	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/15/2012	5-11-20	OPTION ONLY	OPTION ONLY	NOT REQUIRED	DODDRIDGE
WV	ROY	LEMASTERS, HAZEL	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY	10/15/2012	5-11-5.2	1/9/2014	319/582 #190615	NOT REQUIRED	DODDRIDGE
WV	ROY	LEMASTERS, HAZEL	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/5/2012	5-11-5; 5-11-5.2; 5-11-5.3	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	ROY	FERREBEE, DAVID & BETTY	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY	10/11/2012	5-5-5 5-5-12	9/11/2013	312/416 #182964	NOT REQUIRED	DODDRIDGE
WV	ROY	FERREBEE, DAVID & BETTY	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/11/2012	5-5-5; 5-5-12	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	RUDDY	ERWIN, JOHN F.	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	RELEASE AND AGREEMENT TO CHANGE LOCATION OF EASEMENT	1/15/2013	6-19-11 6-19-12	3/5/2014	321/411 #194706	NOT REQUIRED	DODDRIDGE
WV	RUDDY	ERWIN, JOHN F.	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	3/19/2012	6-19-11 6-19-12 6-19-1	11/20/2012	304/103 #168828	NOT REQUIRED	DODDRIDGE
WV	RUDDY	ERWIN, JOHN F.	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	3/19/2012	6-19-11 6-19-12 6-19-1	11/20/2012	304/103 #168828	NOT REQUIRED	DODDRIDGE
WV	SNAKE RUN	MCCLAIN, ROGER II, JOHN, ROGER AND STACEY	LLC	ANTERO MIDSTREAM	TEMPORARY WAREYARD AGREEMENT	7/21/2014	6-8-40	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	SNAKE RUN	MCCLAIN, ROGER, STACY, ROGER II, & JOHN	LLC	ANTERO MIDSTREAM	TEMPORARY ACCESS ROAD MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	7/21/2014	6-8-40	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	SNAKE RUN	MCCLAIN, ROGER, STACY, ROGER II, & JOHN	LLC	ANTERO MIDSTREAM	OPTION AGREEMENT FOR SURFACE FACILITY EASEMENT	7/21/2014	6-8-40			NO CONSENT NEEDED	DODDRIDGE
WV	STARK TO HYRE	TALLMAN, STACY AND RONALD JR	LLC	ANTERO MIDSTREAM	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	9/13/2014	4-9-2			NO CONSENT NEEDED	DODDRIDGE
WV	STRICKLING	FOSTER, YVONNE	LLC	ANTERO RESOURCES MIDSTREAM	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	2/15/2014	8-4-5	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	STRICKLING	FITZGERALD, JOHN M.	LLC	ANTERO MIDSTREAM	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/11/2014	8-4-14.1			NO CONSENT REQUIRED	DODDRIDGE
WV	STRICKLING	ALEXANDER, MATTHEW W.	LLC	ANTERO MIDSTREAM	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/16/2014	8-4-32 8-4-35			NO CONSENT NEEDED	DODDRIDGE
WV	STRICKLING	SISLER, KATHERINE J. UNDERWOOD, PHILLIP S. UNDERWOOD, PATRICIA M.	LLC	ANTERO MIDSTREAM	OPTION AND PERMANENT EASEMENT AGREEMENT	6/17/2014	8-4-9 8-4-30	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	STRICKLING LINE	RAVENSCROFT, WAYNE C	LLC	ANTERO MIDSTREAM	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/23/2014	8-4-21			NO CONSENT REQUIRED	DODDRIDGE
WV	STRICKLING LINE	HOOPER, JOHNNY B	LLC	ANTERO MIDSTREAM	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/26/2014	8-4-27			NO CONSENT REQUIRED	DODDRIDGE
WV	STRICKLING LINE	WILLIAMS, LARRY J.	LLC	ANTERO MIDSTREAM	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/8/2014	8-4-26 8-4-34			NO CONSENT REQUIRED	DODDRIDGE
WV	SUA	MANCUSO, ANTHONY	CORPORATION	ANTERO RESOURCES APPALACHIAN CORPORATION	GROUND LEASE	10/6/2011	1-10-3			NOT REQUIRED	DODDRIDGE

WV	SUA	BARNES, RONALD G	RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT (PIPEYARD) COMPRESSOR SITE	6/9/2012	6-1-10.03	10/15/2013	315/384 #184756	NOT REQUIRED	DODDRIDGE
WV	TERRY SNIDER CS	JONES, HATTIE MARKLE	RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/25/2013	6-15-5	10/25/2013	429-763 #79644		DODDRIDGE
WV	VICTORIA TO EQT	ARCHER, JOHN SAMUEL	RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/19/2013	5-23-15	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	VOGT	KNUDSEN, ELAINE T.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	10/13/2012	1-6-31	2/22/2013	305/282 #172462	NOT REQUIRED	DODDRIDGE
WV	VOGT	JACKSON, ROBERT P.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/7/2012	1-6-37	2/22/2013	305/297 #172470	NOT REQUIRED	DODDRIDGE
WV	VOGT	JOELYNN FAMILY PRESERVATION	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/20/2012	1-9-7	2/22/2013	305/289 #172463	NONE REQUIRED	DODDRIDGE
WV	VOGT	COASTAL FOREST RESOURCE COMPANY	ANTERO MIDSTREAM LLC	PIPELINE RIGHT OF WAY AGREEMENT	1/7/2013	1-6-37.1	9/19/2013	313/252 #183428	NEEDS CONSENT	DODDRIDGE
WV	VOGT	COTTRILL, BRENT ET AL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/13/2012	1-6-43 aka 1-7-20	9/11/2013	312/419 #182965	NOT REQUIRED	DODDRIDGE
WV	VOGT	VOGT, GREGORY R. ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT & ACCESS ROAD AGREEMENT	9/18/2012	1-9-18 1-9-18.1	2/22/2013	305/320 #172477	NOT REQUIRED	DODDRIDGE
WV	WEST END CONNECTOR	CALHOUN, JACKSON (LE)	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/5/2014	8-8-31			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WHITEHILL, TERRI LYNN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/8/2014	9-8-34			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WHITEHILL, TERRI LYNN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/8/2014	9-8-34			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	DAVIS, TENSIL D. (le)	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/25/2014	8-8-45			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WEEKLEY, PAUL II. & LINDA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/2/2014	8-8-45			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	MCKINNEY, LEONARD	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/13/2014	8-8-53			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	LEONCE, LEBEL A.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/30/2014	8-12-61			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SMITH, MARK RAYMOND	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/3/2014	8-12-70			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	MAYLE, CAROL E. & CECILIA A.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/29/2014	8-12-98			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	COTTRILL, WILLIAM F., JR.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/23/2014	1-6-1	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	COTTRILL, WILLIAM F., JR.	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD AGREEMENT	8/23/2014	1-6-1			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SPENCER, EARLDENE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/18/2014	8-12-1			NO CONSENT NEEDED	DODDRIDGE
			ANTERO	PERMANENT						

WV	WEST END CONNECTOR	HOLTZ, FRANK JR.	MIDSTREAM LLC	EASEMENT AGREEMENT OPTION	9/4/2014	8-12-2			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SHEPHERD, MICHAEL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	8/18/2014	1-3-4	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WALKER, SHARON & RONALD BURNS	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/16/2014	8-12-4	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WALKER, SHARON & RONALD BURNS	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	9/15/2014	8-12-4	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WALKER, SHARON & RONALD BURNS	ANTERO MIDSTREAM LLC	PAYMENT FOR TEMP. ACCESS ROAD AND WAREYARD OPTION	9/15/2014	8-12-4	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	CRISS, GRANVILLE JR. & ROSE MAE	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/17/2014	8-11-8	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	LOWTHER, PATRICIA L., ET AL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/22/2014	8-11-9			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	STANLEY, WILLIAM J.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/21/2014	1-18-10	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WILLIAMS, LARRY	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/14/2014	8-7-10	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE

WV	WEST END CONNECTOR	JAMES, MICHAEL BRIAN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/2/2014	1-4-12			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	GEORGE W. ASH	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/2/2014	1-17-13			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	CLARA, FORD A.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/29/2014	8-7-13			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	JOHNSON, CHAD W.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	10/3/2014 6 MONTH	8-12-14			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	FRALEY, ROBERT GLENN & SHELLY A.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/20/2014	8-8-15	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	COTTRILL, TIMOTHY & ERMA	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/12/2014	8-13-15			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	LOONY, MICHAEL L.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/16/2014	1-4-17			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	MORRIS, IKE	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/10/2014	8-16-17			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SALINA, CHRISTOPHER AND KATHRYN	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/12/2014	8-7-18			NO CONSENT NEEDED	DODDRIDGE

WV	WEST END CONNECTOR	SAMER, MATTHEW T., ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/9/2014	8-16-21			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SPONAUGLE, CHALMER, ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/21/2014	8-7-25			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	MEREDITH, ROY ALFRED	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/3/2014	1-17-2.1 1-17-2.2 1-17-2.3 1-17-2			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	HUNTER, DAVID & JANE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/3/2014	1-20-6.1			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	STINESPRING, VICTOR G. ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/19/2014	1-2-1 1-2-1.1			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	BEE, DORIS, HILEMAN & JAMES, JEFFERY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/17/2014	1-3-13 1-3-15			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SHEPHERD, MICHAEL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/22/2014	1-3-9.1 1-3-11 1-4-10 1-4-11.1 1-4-14.1			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	CHIPPS, EUGENE VANCE, II	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/18/2014	1-4-11 1-4-13 1-4-14			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	HAYHURST, ELI W. & HAYHURST, JEFFREY A.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/22/2014	1-4-22.2			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WYCKOFF, GEORGE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/17/2014	8-12-13.1			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	LOWERY, EVA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/24/2014	8-12-23 8-12-6			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SPENCER ENTERPRISES, LLC	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/18/2014	8-12-59 8-12-68 8-34-3 8-8-40	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SMITH, JOHN SAMUEL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	9/26/2014	8-12-8 8-12-9 8-12-10 8-12-12 8-8-52 8-12-99			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	SMITH, ERIC S.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/23/2014	8-2-5 8-2-5.2			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	STRICKLING, JOHN PAUL STRICKLING, REBECCA RUTH STRICKLING, JAMES EARL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/26/2014	8-4-28; 8-4-36	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	RANDALL, LYNCH & CRAIG, DIXIE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/26/2014	8-6-1 8-6-2 8-6-2.5			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	LIPSCOMB, SANDRA ELAINE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/29/2014	8-7-11 8-7-12			NO CONSENT NEEDED	DODDRIDGE

WV	WEST END CONNECTOR	KING, DAVID F.	ANTERO MIDSTREAM LLC	AND PERMANENT EASEMENT AGREEMENT OPTION AND AGREEMENT	9/22/2014	8-7-18.2			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	TRAVIS, BARBARA JEAN, Et Al	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/22/2014	8-7-26 8-7-27 8-7-28			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	TRAVIS, BARBARA JEAN, Et Al	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	9/29/2014	8-7-26 8-7-27 8-7-28			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WYCKOFF, GEORGE & SUSAN	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/17/2014	8-8-36.1			NO CONSENT NEEDED	DODDRIDGE
WV	WEST END CONNECTOR	WALLS, TERRY & NEENA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/4/2014	8-9-4.1			NO CONSENT NEEDED	DODDRIDGE
WV	WHITE OAK SOUTH CS	KEY OIL COMPANY	ANTERO MIDSTREAM LLC	COMPRESSOR STATION OPTION AND EASEMENT AGREEMENT	7/1/2014	8-19-25	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	WHITEHAIR	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/2/2012	6-12-17	10/5/2012	303/302 #167312	REQUIRED WITH WRITTEN CONSENT	DODDRIDGE
WV	WILLARD	CARDER, GALENA DAWN AND DOROTHY J. DAVIS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2013	6-4-38	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	THE COMSTOCK IRREVOCABLE TRUST & THE SILVESTRE IRREVOCABLE TRUST	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/18/2013	6-8-39	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	BOWYER, NORMA SUE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/25/2013	6-8-5	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	WILLARD	BOWYER, NORMA SUE	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/17/2013	6-8-5	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	BURBRIDGE, ERMAN DALE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/9/2014	6-8-6	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	ROSS, GEORGE	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	8/15/2013	6-8-7	9/17/2013	313/94 #183248	NOT REQUIRED	DODDRIDGE
WV	WILLARD	ROSS, GEORGE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/25/2013	6-8-7	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	WILLARD	ROSS, GEORGE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	2/1/2014	6-8-7	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	ROSS, JAMES ET AL	ANTERO RESOURCES CORPORATION	OPTION OF PERMANENT EASEMENT AGREEMENT	8/21/2013	6-4-12 6-4-12.1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WILLARD	MCCLAIN, ROGER A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/19/2013	6-4-31 6-4-31.1	9/12/2013	312/501 #183037	NOT REQUIRED	DODDRIDGE
WV	WILLARD	KELLY, DAVID K ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/4/2013	6-4-31 6-4-31.1	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	NICHOLSON, ROY K., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	6-4-32 & 6-4-37	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WILLARD	PHILLIPS, KRISTEN A.	ANTERO RESOURCES CORPORATION	OPTION OF PERMANENT EASEMENT AGREEMENT	8/8/2013	6-8-6.1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WILLARD	KEPLINGER, II, DALE W. & MELISSA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	12/27/2013	6-8-17	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WOLF PEN	MCCLAIN, ROGER ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/21/2014	6-8-40	PENDING	PENDING	NO CONSENT NEEDED	DODDRIDGE
WV	WOLF PEN	MCCLAIN, ROGER ET AL	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	7/21/2014	6-8-40	PENDING	PENDING	NO CONSENT NEEDED	DODDRIDGE
WV	WOLF PEN	ROSS, ALVIN HART, SAMMIE MARIE SCHULTE, JOSEPH	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	4/23/2014	6-5-7	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

WV	WOLF PEN	JONES, JEANETTE HICKS, REBECCA NICHOLSON, ROBERT NICHOLSON, JOYCE WEEKLEY, CONNIE	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/8/2014	6-8-8	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	WOLF PEN	SCHULTE, JOSEPH JONES, JEANETTE HICKS, REBECCA NICHOLSON, ROBERT NICHOLSON, JOYCE WEEKLEY, CONNIE	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/8/2014	6-8-8	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	WOLF PEN	ROSS, GEORGE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/25/2013	9-6-8-7	PENDING	PENDING		DODDRIDGE

WV	WVCS	NICHOLSON, RICHARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	3/15/2013	6-12-33	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT	2/14/2012	6-12-34	3/2/2012	297/273	NOT REQUIRED	DODDRIDGE
WV	WVCS	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TANKER PIPELINE AREA AGREEMENT	6/28/2012	6-12-34	9/9/2013	312/286	NOT REQUIRED	DODDRIDGE
WV	WVCS	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	DEED AND EASEMENT AGREEMENT OPTION TO PURCHASE COMPRESSOR SITE	1/24/2012	6-12-34	3/2/2012	297/256	NOT REQUIRED	DODDRIDGE
WV	WVCS	BORING, CLAUDIA D. SECKMAN, DWAIN	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT OPTION TO PURCHASE COMPRESSOR SITE	11/24/2013	5-24-36			NO CONSENT REQUIRED	DODDRIDGE
WV	WVCS	MCCLAIN, ROGER ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT OPTION TO PURCHASE COMPRESSOR SITE	6/19/2013	6-8-40	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	COTTRILL, WILLIAM F., JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	12/6/2013	1-6-1			NO CONSENT REQUIRED	DODDRIDGE
WV	WVCS	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	2/15/2013	7-11-1	N/A	N/A	NOT REQUIRED 90 DAY NOTIFICATION IF TO NON- AFFILIATE OR NON- SUBSIDIARY	DODDRIDGE
WV	WVCS	NORMAN I. SINES AND VICTORIA D. SINES	ANTERO RESOURCES CORPORATION	MEMORANDUM OF LEASE AGREEMENT	8/1/2013	3-10-2	8/2/2013	311/545	90 DAY NOTIFICATION IF TO NON- AFFILIATE OR NON- SUBSIDIARY	DODDRIDGE
WV	WVCS	NORMAN I. SINES AND VICTORIA D. SINES	ANTERO RESOURCES CORPORATION	LEASE AGREEMENT	8/1/2013	3-10-2			90 DAY NOTIFICATION IF TO NON- AFFILIATE OR NON- SUBSIDIARY	DODDRIDGE
WV	WVCS	HAYES, SHIRLEY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	4/26/2013	5-12-3	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	MOORE, EMMA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	4/24/2013	5-18-4	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	3/7/2013	8-19-25	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	DOTSON, RENDAL, ET UX	ANTERO RESOURCES BLUESTONE CORPORATION	COMPRESSOR SITE AGREEMENT	7/22/2011	20-9 20-16	12/19/2011	295/169		DODDRIDGE
WV	WVCS	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	5/9/2013	2-1-10.1; 2-1-11	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	PENNINGTON, DEAN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	3/20/2013	3-16-21 3-17-28	N/A	N/A	NOT REQUIRED	DODDRIDGE

WV	WVCS	MCCLAIN, JOHN	ANTERO RESOURCES CORPORATION	OPTION FOR COMPRESSOR SITE	8/10/2013	5-11-25; 5-11-26; 5-11-26.1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	GLASPELL, SHAWN	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	4/20/2013	5-11-34; 5-11-34.2	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	GLASPELL, SHAWN	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	8/11/2013	5-11-34; 5-11-34.2	PENDING		NOT REQUIRED	DODDRIDGE

WV	WVCS	GLASPELL, MARY	RESOURCES CORPORATION	COMPRESSOR SITE	9/12/2013	5-12-7; 5-12-7.2	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WVCS	KEY OIL COMPANY BUTLER, FRANKLIN	ANTERO MIDSTREAM LLC	COMPRESSOR STATION OPTION AND EASEMENT AGREEMENT	7/8/2014	8-12-64.1; 8-12-64; 8-12-71.1; 8-12-51; 8-12-50	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	YVONNE	SMITH, ROBERT J. SMITH, CINDY L.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/27/2014	3-4-9			NO CONSENT REQUIRED	DODDRIDGE
WV	YVONNE	ANTERO RESOURCES CORPORATION	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	6/5/2014	3-4-10			NO CONSENT REQUIRED	DODDRIDGE
WV		WILLIAMS,LARRY	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	8/14/2014	8-7-10 8-4-34 8-4-37.1			NO CONSENT NEEDED	DODDRIDGE
OH	KIRKWOOD LATERAL	BURWELL, CHARLES R. & CHAD R.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/12/2014	12-00361.006			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	MCBURNEY, BRIAN	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/15/2014	12-00361.007			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	CARPENTER, JAMES S. & TERRY	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/12/2014	12-00361.008			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	CRAVAT COAL COMPANY	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	10/3/2014	12-00448.000 12-00449.000			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	JENKINS, JAMES J. & ARLENE M.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/16/2014	12-00448.008			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	HALL, BOYD, & INEZ	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/13/2014	20-0000239.000 20-0000240.000			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	CLARK, PATRICK D. & DEBORAH M.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/17/2014	20-0001245.000 20-0001241.000			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	BIRNEY, CARL J. ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/19/2014	20-00036			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	BOND, ROBERT W. & DONNA E.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/14/2014	20-00065.000 20-00070.000 20-00071.000			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	PARSONS, GARY D ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	6/18/2014	20-00152			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	ST. CLAIR, JANICE	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/12/2014	20-00190.000			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	KAURICH, ADAM & KARRI	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/10/2014	20-00275.010 20-00275.011 20-00275.012			NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	SHEPPARD, DAVID	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/26/2014	20-00574 20-00575			NO CONSENT REQUIRED	GUERNSEY

OH	KIRKWOOD LATERAL	SHEPPARD, WILLIAM	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/3/2014	20-00575.001		NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	STINE, DAVID ST UX	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	6/19/2014	20-00596		NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	STINE, DAVID ST UX	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/19/2014	20-00596		NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	METTS, DURWARD D. & BETTY J.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/29/2014	20-00667		NO CONSENT REQUIRED	GUERNSEY
OH	KIRKWOOD LATERAL	HERSHBERGER, ELI A. & KATHERINE E.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	8/12/2014	20-01189		NO CONSENT REQUIRED	GUERNSEY
WV	BLUESTONE	LAMB, JOHN N ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		39599			HARRISON
WV	BLUESTONE	MATTHEW , ROY J	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/18/2005	18-2603-43	3/18/2005	1374-571 #200500006327	HARRISON
WV	BLUESTONE	SPENCER, FREDERICK A JR (LE)	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	9/18/2008	18-2603-62	9/25/2008	1422-559 #200800026739	HARRISON
WV	BLUESTONE	DOLLY, MARY S	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	1/12/2009	18-261-13 18-281-10	1/29/2009	1427-129 #200900002766	HARRISON
WV	BLUESTONE	DOLLY, MARY S	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	1/12/2009	18-261-13 18-281-10	1/29/2009	1427-129 #200900002766	HARRISON

WV	BLUESTONE	MATTHEY, WILLIS LEE	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/17/2009	18-261-4	3/23/2009	1428-758 200900009616	HARRISON
WV	BLUESTONE	MATTHEY, WILLIS LEE	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/17/2009	18-261-4	3/23/2009	1428-758 200900009616	HARRISON
WV	BLUESTONE	HICKMAN, IVA S ET AL	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/17/2009	18-261-5	3/23/2009	1428-761 #200900009618	HARRISON
WV	BLUESTONE	HICKMAN, IVA S ET AL	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/17/2009	18-261-5	3/23/2009	1428-761 #200900009618	HARRISON
WV	BLUESTONE	POSTLEWAIT, RONALD W II ET AL	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	2/15/2013	18-261-6	4/16/2013	1509-652 #201300017600	HARRISON
WV	BLUESTONE	DEHAVEN, WARREN R ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-280.1.1	4/16/2007	1402-651-653 #200700006287	HARRISON
WV	BLUESTONE	TRAVIS, CHARLES ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/20/2008	18-280-1	4/14/2008	1416-691 #200800009060	HARRISON
WV	BLUESTONE	TRAVIS, CHARLES ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/20/2008	18-280-1	4/14/2008	1416-691 #200800009060	HARRISON
WV	BLUESTONE	SAMER, MATTHEW T ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/7/2008	18-280-1.2	4/14/2008	1416-691 #200800009060	HARRISON
WV	BLUESTONE	SAMER, MATTHEW T ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/7/2008	18-280-1.2	4/14/2008	1416-691 #200800009060	HARRISON
WV	BLUESTONE	ITTER, NEVA (LE)	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	9/21/2008	18-280-2	11/6/2008	1424-724 #200800031429	HARRISON
WV	BLUESTONE	ITTER, NEVA (LE)	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	9/21/2008	18-280-2	11/6/2008	1424-724 #200800031429	HARRISON
WV	BLUESTONE	DIOCESE OF WHEELING-CHARLESTON	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-281-11			HARRISON
WV	BLUESTONE	VARNER, KENNETH L	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-281-12			HARRISON

WV	BLUESTONE	CITY OF SALEM	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	6/22/2009	18-281-13 18-281-14 18-281-15 18-281-17 18-281-30	7/10/2009	1434-532 #200900022676	HARRISON
WV	BLUESTONE	CITY OF SALEM	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	6/23/2009	18-281-13 18-281-14 18-281-15 18-281-17 18-281-30 18-281-52	7/10/2009	1434-532 #200900022676	HARRISON
		CORNELL, ANTHONY	BLUESTONE ENERGY	PIPELINE RIGHT				1461-1075	

WV	BLUESTONE	P ET UX	PARTNERS	OF WAY	5/28/2008	18-281-19	1/18/2011	#201100001737		HARRISON
WV	BLUESTONE	CORNELL, ANTHONY P ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	5/28/2008	18-281-19	1/18/2011	1461-1075 #201100001737		HARRISON
WV	BLUESTONE	BLUESTONE ENERGY PARTNERS	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/20/2008	18-281-22	4/14/2008	1416-685 #200800009057		HARRISON
WV	BLUESTONE	STOUT, RICHARD T.	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	3/20/2008	18-281-22	4/14/2008	1416-685 #200800009057		HARRISON
WV	BLUESTONE	GRIFFIN, DONNIE F	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	11/25/2008	18-281-23	12/30/2008	1426-348 #200800036292		HARRISON
WV	BLUESTONE	GRIFFIN, DONNIE F	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	11/25/2008	18-281-23	12/30/2008	1426-348 #200800036292		HARRISON
WV	BLUESTONE	GORBY, BILLY LEE ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	12/3/2008	18-281-32.1	12/30/2008	1426-363 #200800036297		HARRISON
WV	BLUESTONE	GORBY, BILLY LEE ET UX	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	12/3/2008	18-281-32.1	12/30/2008	1426-363 #200800036297		HARRISON
WV	BLUESTONE	FOX, NATHAN G	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-282-113				HARRISON

WV	BLUESTONE	BAILEY, DAVID D	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	10/1/2009	18-282-12 18-282-32.2	11/20/2009	1439-223 #200900038130		HARRISON
WV	BLUESTONE	BAILEY, DAVID D	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	10/2/2009	18-282-12 18-282-32.2	11/20/2009	1439-223 #200900038130		HARRISON
WV	BLUESTONE	KINNEY, CLYDE JR	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	11/25/2008	18-282-15	12/30/2008	1426-357 #200800036295		HARRISON
WV	BLUESTONE	KINNEY, CLYDE JR	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY	11/25/2008	18-282-15	12/30/2008	1426-357 #200800036295		HARRISON
WV	BLUESTONE	HAUGHT, ROBERT J ET AL	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-282-35				HARRISON
WV	BLUESTONE	STAMM, JEFFREY O SPERRY, L. DIANE SPERRY, CLARENCE E.	BLUESTONE ENERGY PARTNERS	PIPELINE RIGHT OF WAY		18-282-55				HARRISON
WV	JARVISVILLE TO EQT	SPERRY, JANET L.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/7/2014	20-344-35 20-344-36	PENDING	PENDING	NO CONSENT REQUIRED	HARRISON
WV	JARVISVILLE TO EQT	POTH, KEVIN J.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	8/4/2014	20-364-14	N/A	N/A	N/A	HARRISON
WV	JARVISVILLE TO EQT	POTH, KEVIN	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/24/2014	20-364-14	3/25/2014/4-3-2014	1528/872 #201400015247/1529/75 #201400016380	NO CONSENT REQUIRED	HARRISON
WV	JARVISVILLE TO EQT	POTH, KEVIN	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	2/24/2014	20-364-14	3/25/2014	1528/879 #201400015250	NO CONSENT REQUIRED	HARRISON
WV	JARVISVILLE TO EQT	POTH, KEVIN J.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	2/24/2014	20-364-14	3/25/2014	1528/883 #201400015252	NO CONSENT REQUIRED	HARRISON
WV	JARVISVILLE TO EQT	MOUNTAIN LAKES, LLC.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WORKSPACE AGREEMENT	8/4/2014	20-364-2	N/A	N/A	NO CONSENT NEEDED	HARRISON
WV	JARVISVILLE TO EQT	BENNETT, LAWRENCE E., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	11/1/2013	20-344-17	N/A	N/A	NO CONSENT REQUIRED	HARRISON
WV	JARVISVILLE TO EQT	ROBINSON, JAMES L., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/28/2013	20-344-19.3	N/A	N/A	NO CONSENT REQUIRED	HARRISON
WV	JARVISVILLE TO EQT	MOUNTAIN LAKES LLC	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/11/2013	20-364-2	PENDING	PENDING	NO CONSENT REQUIRED	HARRISON

WV	PIPEYARD	SPERRY HARDWOODS, INC.	ANTERO RESOURCES CORPORATION	GROUND LEASE	2/24/2014	18-282-62			NO CONSENT REQUIRED	HARRISON
WV	SUA	SPERRY HARDWOODS, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	GROUND LEASE	6/6/2012	18-282-62			NOT REQUIRED	HARRISON
WV	SUA	SPERRY HARDWOODS, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	GROUND LEASE	6/6/2012	18-282-62			NOT REQUIRED	HARRISON
WV	WVCS	MATHEY, WILLIS LEE, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	5/1/2010	18-262-1	11/13/2011	1501/28	NOT REQUIRED	HARRISON

WV	WVCS	CORDER, GERALD WAYNE, ET UX	RESOURCES APPALACHIAN CORPORATION	LEASE	10/13/2011	20-361-10	40856	1479/616 #201100055303	NOT REQUIRED	HARRISON
WV	WVCS	CORDER, GERALD WAYNE, ET UX	RESOURCES APPALACHIAN CORPORATION	LEASE	10/13/2011	20-361-10	40856	1479/616 #201100055303		HARRISON
WV	WVCS	CORDER, GERALD WAYNE, ET UX	RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	12/16/2011	20-361-11	4/2/2012	1486/976 #201200015178	NOT REQUIRED	HARRISON
WV	WVCS	CORDER, GERALD WAYNE, ET UX	RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT (ROAD)	3/16/2012	20-361-11	41001	1486/981 #201200015181	NOT REQUIRED	HARRISON
WV	WVCS	HURST, CLARA MAE	RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	3/10/2009	20-403-4	6/24/2009	1433/1196 #200900020750	NOT REQUIRED	HARRISON
WV	WVCS	ROSS, MIKE AND IKE MORRIS	RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	2/5/2010	7-285-16	2/19/2011	1442/686	NOT REQUIRED	HARRISON
WV	WVCS	MALE, KIMBERLY A	RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AGREEMENT	1/24/2009	7-285-51	2/18/2009	1427/937	NOT REQUIRED	HARRISON
WV	MARKWEST TO BOBCAT	WOOD, GREGG WOOD, BARBARA TRIPP, A. ROBERT TRIPP, CAPTOLIA	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/21/2014	18-300-1 3-18-45	N/A	N/A	NO CONSENT REQUIRED	HARRISON AND DODDRIDGE
WV	NIMORWICZ	WILLIAMS, TILLMAN LEE	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	8/28/2013	18-341-1 4-5-20	9/19/2013	313/312 #183438	NO CONSENT REQUIRED	HARRISON, DODDRIDGE
OH	BETTS	BETTS, TIMOTHY R. HENTHORN, VALERIE M. LUMBATIS, LISA A. , AS TRUSTEE OF THE BETTS FAMILY TRUST	ANTERO MIDSTREAM LLC	OPTION & PERMANENT EASEMENT AGREEMENT	5/8/2014	20-014008 22-002004			YES	MONROE

OH	BISHOP LATERAL	SCOTT, MARY D.	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	1/21/2014	20-015010.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	DAVISSON, FRED	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/6/2014	20-019011.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	TONKAVICH, LORA	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/7/2014	20-019012.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	RUBEL, STEPHEN	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/18/2014	20-019009.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	REED, ROGER ET AL	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/1/2014	21-022008.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	HARTSHORN, JOHN	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/11/2014	21-018015.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	DIMMERLING, DARREN AND KATHY L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	4/29/2014	06-01009.0000 06-01009.1000 06-02009.0000			NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	DIMMERLING, DARREN	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	8/20/2014	06-02009.0000			NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	DIMMERLING, DARREN	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	8/20/2014	06-02009.0000			NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	BIEDENBACH, GREGORY	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/6/2014	20-002003.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	SPENCE, CARSON ET UX	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	1/9/2014	20-017003.1000 21-018001.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	ULRICH, FRED ET AL	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/20/2014	20-019007-0000 20-022004.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	DAVISSON, CRAIG A., EXECUTOR, FOR ESTATE OF FRED DAVISSON	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	2/6/2014	20-19011.000			NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	TONKOVICH, LORA J.	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	8/31/2014	20-19012			NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	TONKOVICH, LORA J.	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	8/31/2014	20-19012			NO CONSENT REQUIRED	MONROE

OH	BISHOP LATERAL	TONKOVICH, LORA J.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	2/7/2014	20-19012.000	9/26/2014	285 / 785-792 #201400078450	NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	HUFFMAN, JERRY ET UX	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/23/2014	20-22002.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	ULRICH, FRED J.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	2/20/2014	20-22004.0000	20-19007.0000		NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	HARTSHORN, JAMES D.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	2/11/2014	21-18015.000			NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	REED, ROGER	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	2/1/2014	21-22008.000			NO CONSENT REQUIRED	MONROE
OH	BISHOP LATERAL	BIEDENBACH, GREGORY	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/6/2014	22-001001.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BISHOP LATERAL	OHIO GATHERING LLC	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT	8/5/2014	06-002018.000	20-022013.0000		NO CONSENT REQUIRED	MONROE
OH	COMPRESSOR SITE	DAVISSON, CRAIG	ANTERO MIDSTREAM LLC	OPTION TO LEASE AGREEMENT	5/18/2014	20-019011			NO CONSENT REQUIRED	MONROE
OH	FARNSWORTH LATERAL	FARNSWORTH, BRADLEY ALLEN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/24/2014	20-021004			NO CONSENT REQUIRED	MONROE
OH	FARNSWORTH LATERAL	HUFFMAN, JERRY & REBECCA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/20/2014	20-022002			NO CONSENT REQUIRED	MONROE
OH	KURTZ LATERAL	RUBEL, DAVID	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	6/30/2014	21-006009			NO CONSENT REQUIRED	MONROE
OH	MELVIN LATERAL	RUBEL, DAVID	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/30/2014	21-006009			NO CONSENT REQUIRED	MONROE

OH	MILLER LATERAL	RUBEL, THOMAS NEIL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/4/2014	21-009006			NO CONSENT REQUIRED	MONROE
OH	MONROE LATERAL	MONROE FAMILY FARM, LTD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/2/2013	21-008020.000	3/6/2014	267/340-346 #201400073986	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	MONROE LATERAL	MCDUGAL, RICK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT	10/17/2012 OPT EXT. 5/4/13	21-009025.0000			GRANTEE SHALL NOTIFY GRANTOR WITHIN 90DAYS, IF AND WHEN ANY ASSIGNMENT TO A NON-AFFILIATE OR NONSUBSIDIARY TO GRANTEE; FAILURE SHALL NOT AFFECT TRANSFERABILITY OF VALIDITY OF EASEMENT	MONROE
OH	MONROE LATERAL	BRIGGS, BOBBY & CANDY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/18/2012 OPT EXT. 5/4/13	21-009003.0000	3/6/2014	267/306-313 #201400073988	CONSENT TO ASSIGN NOT REQUIRED	MONROE
MONROE	MCDUGAL, RICK ET		ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT	10/17/2012 OPT EXT.	21-009025.0000		267/332-339	GRANTEE SHALL NOTIFY GRANTOR WITHIN 90DAYS, IF AND WHEN ANY ASSIGNMENT TO A NON-AFFILIATE OR NONSUBSIDIARY TO GRANTEE; FAILURE SHALL NOT AFFECT TRANSFERABILITY OF VALIDITY OF	

OH	LATERAL	UX	CORPORATION	AGREEMENT	5/4/13	21-008013.0000	3/6/2014	#201400073989	EASEMENT	MONROE
OH	MONROE LATERAL	BRIGGS, BOBBY D. ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	10/30/2013	21-009003.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	MONROE LATERAL	KLINKENBERG, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/21/2013	21-008014.0000	3/11/2014	267/306-312 201400073986	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	MONROE LATERAL	MONROE FAMILY FARM, LTD	ANTERO RESOURCES MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT EXECUTED ON OR ABOUT 7/29/2013.	3/14/2014	21-008020	10/2/2014	286/407-409 #201400078625	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	MONROE LATERAL	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/9/2013	21-009008.0000 21-009007.0000	3/6/2014	267/314-322 #201400073987	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	OHIO-COMP SITE	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO PURCHASE AGREEMENT	10/4/2013 OPT ETX SIGNED 9/20/13	21-018007.0000			CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	OHIO-COMP SITE	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO PURCHASE AGREEMENT	9/13/2013 OPT EXT SIGNED	21-0100060.0000 21-0100070.0000 20-0100030.0000 20-0100040.0000 20-0100020.0000 21-0100080.0000 21-0100050.0000			CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	WILLS, SHELBA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2012	20-010001.0000 21-011006.0000	6/12/2013	244/541-548 #201300068539	NOT REQUIRED	MONROE
OH	REUSSER	RUBEL, JEFFERY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/10/2012	20-0100160.0000 20-010010.0000 20-0110020.0000	6/12/2013	244/576-583 #201300068542	NOT REQUIRED	MONROE
OH	REUSSER	RUBEL, JEFFERY	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT AGREEMENT	3/19/2013	20-0100160.0000 20-010010.0000 20-0110020.0000	6/12/2013	244/584-592 #201300068543	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	WILLS, SHELBA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	5/21/2013	20-010001.0000 20-017001.0000			CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	DAVIDSON, CARRIE ET ALL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/11/2013	20-011001.0000	6/12/2013	244/553-575 #201300068451	GRANTEE SHALL NOTIFY GRANTOR WITHIN 90 DAYS IF, AS AND WHEN ANY ASSIGNMENT OF THE PIPELINE EASEMENT OCCURS TO ANY NON-AFFILIATE OR NON-SUBSIDIARY OF GRANTEE. HOWEVER, FAILURE TO PROVIDE GRANTOR SUCH NOTICES SHALL NOT AFFECT THE TRANSFERABILITY OR VALIDITY OR ENFORCEMENT OF THIS EASEMENT	MONROE
OH	REUSSER	ESCHLIMAN, MARY M. & JOHN D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/1/2013	20-014005.0000 20-014011.0000	9/19/2013	252/682-689 #201300070487	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	SCOTT, MARY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/31/2012	20-015010.0000 20-016010.0000	6/12/2013	244/602-610 #201300068546	NOT REQUIRED	MONROE
OH	REUSSER	BIEDENBACH, ARTHUR	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/2/2013	20-0150160.0000	6/12/2013	244/621-630 #201300068548	NOT REQUIRED	MONROE
OH	REUSSER	OLIVER, JOHN N. , SR.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/19/2013	20-015005.0000	6/12/2013	244/657-664 #201300068552	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BIEDENBACH, DENNIS & ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/31/2012	20-0150120.0000	6/12/2013	244/689-696 #201300068556	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BIEDENBACH, DENNIS & ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	6/2/2013	20-0150120.0000	6/12/2013	244/697-700 #201300068557	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BIEDENBACH, DENNIS & ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	6/5/2013	20-015012.0000	9/19/2013	252/690-694 #201300070488	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	KUHN JOSEPH ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	3/29/2013	20-016005.1 20-016005 20-017006 21-011010	9/19/2013	252/668-678 201300070485	CONSENT TO ASSIGN NOT REQUIRED	MONROE

OH	REUSSER	HEFT, JR., URBAN LEWIS	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/26/2013	21-011012.000	6/12/2013	244/673-680 #201300068552	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BLACKSTONE, DAVID & NICOLYN	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/31/2012	21-016008.000 20-016004.000	6/12/2013	244/681-688 #201300068555	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BLACKSTONE, DAVID & NICOLYN	RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	4/18/2013	20-016008.000	NOT RECORDED		CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	DICK, CORNELIUS & CAROLYN	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/20/2013	22-001002 20-015003 20-015003.1	6/12/2013	244/649-656 #201300068551	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	HILL, LINDA K. & SCHWABEN, KATHY J.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/12/2013	22-002009.000	6/12/2013	244/593-601 #201300068545	NOT REQUIRED	MONROE

OH	REUSSER	BETTS FAMILY TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/7/2013	22-0020040.000 20-0140080.000	6/12/2013	244/611-620 #201300068547	NOT REQUIRED	MONROE
OH	REUSSER	DICK, JOSEPH A.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/30/2012	22-002010.000 22-002001.0000	6/12/2013	244/641-648 #201300068550	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/17/2013	20-0100040000; 20-0100020000; 20-0100030000; 21-0100050000; 21-0100060000; 21-0100070000; 21-0100080000	6/12/2013	244/701-708 #201300068558	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	REUSSER	BURKHART, LEONARD E.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/12/2013	200150070000 220010040000	6/12/2013	244/631-640 #201300068549	NOT REQUIRED	MONROE
OH	REUSSER	KUHN JOSEPH ETUX	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	5/14/2013	200160050000 210160051000 210110100000	9/19/2013	252/663-667 #20130007084	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	LATERAL	SCOTT, MARY D	ANTERO MIDSTREAM LLC	OPTION/PERMANENT EASEMENT AGREEMENT	7/15/2014	20-015010 20-016010			NOT REQUIRED	MONROE
OH	LATERAL	BIEDENBACH, MARY ET AL	ANTERO MIDSTREAM LLC	SURFACE FACILITY AGREEMENT	7/18/2014	20-015016			NOT REQUIRED	MONROE
OH	LATERAL	SCOTT, FRANKLIN & MARTHA	ANTERO MIDSTREAM LLC	OPTION/PERMANENT EASEMENT AGREEMENT	7/2/2014	20-016001 06-0050050 06-0070050 06-0080021 06-0080020			NOT REQUIRED	MONROE
OH	FORK CS	MCCONNELL, KAYLEE	ANTERO MIDSTREAM LLC	OPTION TO PURCHASE COMPRESSOR SITE	7/31/2014	06-0080021 06-0080020			NO CONSENT REQUIRED	MONROE
OH	FORKS	HUPP, ALBERT F.	ANTERO MIDSTREAM LLC	COMPRESSOR SITE AGREEMENT	7/6/2014	01-006007			NO CONSENT REQUIRED	MONROE
OH	FORKS	MILLER, RAYMOND F. & SALOMA J.	ANTERO MIDSTREAM LLC	COMPRESSOR SITE AGREEMENT	6/9/2014	20-008005			NO CONSENT REQUIRED	MONROE
OH	FORKS	TONKOVICH, LORA J.	ANTERO MIDSTREAM LLC	COMPRESSOR SITE AGREEMENT	6/17/2014	20-019012 20-010002.000 20-010003.000 20-010004.000 21-010005.000 21-010006.000 21-010007.000 21-010008.000			NO CONSENT REQUIRED	MONROE
OH	LATERAL	WILSON RUBEL, GARY ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/16/2013	21-010008.000	2/12/2014	265/653-660 #201400073543	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE

OH	LATERAL	ANDES ERVIN, STEVE	ANTERO RESOURCES MIDSTREAM LLC	OPTION PERMANENT EASEMENT AGREEMENT	4/4/2014	01-0021322.001		241/110-123 #201400063622	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	LATERAL	LONG, MARTIN R. LONG, ROBIN R. LONG, MARTIN N. LONG, CLINTON R.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/20/2014	01-50095.000			NOT REQUIRED	NOBLE
OH	LATERAL	LONG, ROGER L. LONG, MARJORIE LONG, RHONDA L. LONG, GLEN A. LONG, LORI L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/23/2014	01-50096.000			NO CONSENT REQUIRED	NOBLE
OH	LATERAL	PIERCE, JAN D. PIERCE, JUDITH E.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/20/2014	36-0021058.000 36-0021059.000 36-0021060.000 36-0021061.000 36-0021063.000 36-0051144.000			NO CONSENT REQUIRED	NOBLE

OH	ANDES LATERAL	MUFFET, JR., MICHAEL G.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/2/2014	36-021076.000 36-021076.001	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	MUFFET, JR., MICHAEL G.	ANTERO MIDSTREAM LLC	ROAD ACCESS EASEMENT		36-0021063.000 36-0051144.000 36-021076.000 36-021076.001	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	MUFFET, JR., MICHAEL G.	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT		36-0021063.000 36-0051144.000 36-021076.000 36-021076.001	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	BONDY, GINGER, ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/14/2014	36-0021149.003	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	HILL, DUANE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT		36-0021153 36-0021154	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	WILLIAMS, JAMES F. AND CHARLENE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/15/2014	36-0021224.00	NOT REQUIRED	NOBLE
OH	ANDES LATERAL	ROBERTSON, RICHARD W. & SUE L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/25/2014	36-21031.000	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	GREGG, DELMAR H. GREGG, JANE E.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/30/2014	36-21037	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	TRAINER, MARY LOU	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/16/2014	36-21055.000	NO CONSENT REQUIRED	NOBLE

OH	ANDES LATERAL	MUFFET, TREY M.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/2/2014	36-21066.000 36-21067.000	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	LYTLE, JAMES E. & CAROL A.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/6/2014	36-21066.002 36-21067.001	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	RICH, WILLIAM J.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/15/2014	36-21141.000	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	HILL, DUANE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/19/2014	36-21153 36-21154	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	HILL, DUANE J. & JANE E.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/9/2014	36-21155	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	HILL, DUANE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/9/2014	36-21155	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	ANDES, PHILIP	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/28/2014	36-21189	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	BERGMAN, WILLIAM & JOAN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/30/2014	36-21223	NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	TOMLINS, ROBERT O. TOMLINS, VICTOR R. TOMLINS, TRACY N. WILLIAMS, JOSIE L. TOMLINS, DAISY M.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/9/2014	36-21224.001	NO CONSENT REQUIRED	NOBLE

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OH	ANDES LATERAL	KNIGHT, ELMER & DESSIE	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	4/30/2014	36-51035.002 36-51035.003 36-51035.004			NO CONSENT REQUIRED	NOBLE
OH	ANDES LATERAL	WILLIAMS, JAMES FRANKLIN AND CHARLENE FAY WILLIAMS	ANTERO MIDSTREAM LLC	OPTION & PERMANENT EASEMENT AGREEMENT	5/15/2014	36-51074 36-21224			YES	NOBLE
OH	BOND LATERAL	WEBER, BARBARA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT	2/11/2014	31-0021127.000	4/1/2014	244/627 #201400064359	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BOND LATERAL	WARNER, VAN ET UX	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT	2/27/2014	31-0051208.000	4/1/2014	244/618-626 #201400064358	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BOND LATERAL	CRUM, CARLA (GRELLES) ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	11/9/2013	31-0051218.000	4/1/2014	244/606 #201400064356	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BOND LATERAL	ALESHIRE, ILANA G.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS SURFACE FACILITY EASEMENT AGREEMENT	3/10/2014	31-0051219.000	4/1/2014	244/614 #201400064357	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BOND LATERAL	CRUM, CARLA (GRELLES) ET AL	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS SURFACE FACILITY EASEMENT AGREEMENT	11/9/2013	31-51218.000	4/1/2014	244/599-605 #201400064355	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BOND LATERAL	ALESHIRE, ILANA G.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	11/20/2013	31-51219.000	4/1/2014	244/606-613 #201400064356	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	CLINE LATERAL (OH)	SIMMONS, ROBERT	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/19/2014	01-0021295.002			NO CONSENT REQUIRED	NOBLE
OH	CLINE LATERAL (OH)	LUCAS, KENNETH	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/14/2014	01-0021319.000 01-0021319.002			NO CONSENT REQUIRED	NOBLE
OH	CLINE LATERAL (OH)	LONG, DARRELL L.	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/21/2014	01-0021319.001			NO CONSENT REQUIRED	NOBLE
OH	CLINE LATERAL (OH)	HOUSE, ROY D. & DIXIE	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/14/2014	01-0021321			NO CONSENT REQUIRED	NOBLE
OH	CLINE LATERAL (OH)	MELLOTT, JUSTIN	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/14/2014	01-0021326			NO CONSENT REQUIRED	NOBLE
OH	CLINE LATERAL (OH)	NEWELL, JAMES MARK	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/12/2014	01-0050044.000			NO CONSENT REQUIRED	NOBLE
OH	CLINE LATERAL (OH)	PODRASKY, J.D.	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/19/2014	01-21292.000 01-0021295.000			NO CONSENT REQUIRED	NOBLE
OH	CLINE LATERAL (OH)	BROCK, MARK T. Crum, Carla Jean (Grelles)	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/15/2014	01-21325.000 01-21320.000			NO CONSENT REQUIRED	NOBLE
OH	CRUM COMPRESSOR	Foraker, Debra Ann Baker, Gary Brett Hague, Terry Quay	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT (ACCESS ROAD AND WORKSPACE)		31-0021105			NO CONSENT REQUIRED	NOBLE
OH	CRUM LATERAL	OLIVER, KENNETH	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/2/2013	31-0021104			NO CONSENT REQUIRED	NOBLE
OH	CYNTHIA LATERAL	LAW, MYRON ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	9/30/2013	31-0021287.000	10/8/2013	236/344-350 #201300062511	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	CYNTHIA LATERAL	LAW, MYRON ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0021287.000 31-0021240.000	10/8/2013	233/57-65 #201300061687	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	DEVOLLD LATERAL	HARBAUGH, ERNEST	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	12/14/2013	07-0021143.001			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	DEVOLLD LATERAL	COOK, CHARLES ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	10/4/2013	07-0021187.002			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
	HILL CS	DRAKE, JEFF &	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT				211/779-788	CONSENT TO ASSIGN NOT	

OH	LAT	GREGG	CORPORATION	AGREEMENT	6/23/2012	05-0021098.000	10/9/2012	#201200056315	REQUIRED	NOBLE
OH	HILL CS LAT	WILLIAMSON, NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	7/19/2012	05-0021101.000	10/9/2012	211/771-778 #201200056314	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	HILL, SCOTT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	7/27/2012	05-0021106.000	10/12/2012	212/107-116 #201200056431	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	HILL, SCOTT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/13/2012	05-0021106.000 05-0050836.000	10/9/2012	211/762-770 #201200056313	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COOPER, SAMMY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/25/2012	05-0021179.000	10/9/2012	211/789-796 #201200056316	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COOPER, SAMMY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	6/25/2012	05-21179.000	10/12/2012	212/101-106 #20120005630	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	SCHEETZ, JON & MELANIE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	5/16/2013	31-0021267.000	7/26/2013	227/1125-1128 #201300060466	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	SCHEETZ, JON & MELANIE	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	8/3/2013	31-0021267.000	9/19/2013	231/298-301 #201300061258	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	HILL CS LAT	SCHEETZ, JON & MELANIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/16/2012	31-0021267.000 31-0021268.000	7/26/2013	227/1112-1124 #201300060467	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	SCHEETZ, JON & MELANIE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	2/15/2013	31-0021267.000 31-0021268.000	7/26/2013	227/1121-1124 #201300060465	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	REEVES, RODNEY & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/13/2012	31-0021267.001	7/26/2013	227/1129-1136 #201300060467	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	REEVES, RODNEY & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	2/19/2013	31-0021267.001	7/26/2013	227/1137-1140 #210300060468	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, KIEL & SHIRLEY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/20/2013	31-0021269.003	7/26/2013	227/1098-1105 #201300060462	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, KIEL & SHIRLEY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	1/20/2013	31-0021269.003	7/26/2013	227/1106-1111 #201300060463	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, KIEL & SHIRLEY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	1/20/2013	31-0021269.007	7/26/2013	227/1106-1111 #201300060463	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	HILL CS LAT	JUSTICE, TIMOTHY L	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	6/21/2013	31-0021274.000	7/26/2013	227/1088-1092 #201300060460	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	JUSTICE, TIMOTHY L	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT -	6/21/2013	31-0021274.000	7/26/2013	227/1093-1097 #201300060461	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	JUSTICE, TIMOTHY L	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/19/2013	31-0021275.000	7/26/2013	227/1080-1087 #201300060459	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	BLAKNEY, MATTHEW	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/25/2012	31-0021276.000	7/26/2013	227/1077-1079 #201300060458	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	NEUHART, JOHN PAUL JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/8/2012	31-0021331.000 32-21311.000	7/26/2013	227/951-960 #201300060436	NOT REQUIRED	NOBLE
OH	HILL CS LAT	TRAILWAY INVESTMENTS, LLC - PAUL MILLER	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	2/5/2013	31-0051214.001	4/23/2013	222/493-498 #201300059911	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	TRAILWAY INVESTMENTS, LLC - PAUL MILLER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/5/2013	31-0051214.001	4/23/2013	227/897-904 #201300060429	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	TRAILWAY INVESTMENTS, LLC - PAUL MILLER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/10/2013	31-0051214.001	7/26/2013	227/905-911 #201300059110	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/13/2013	31-0051214.002	7/26/2013	227/1168-1173 #201300060473	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	6/19/2013	31-0051214.002	7/26/2013	227/1174-1177 #201300060473	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/9/2012	31-0051214.002 31-0021267.003	7/26/2013	227/1147-1155 #201300060470	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
			ANTERO RESOURCES	PERMANENT					CONSENT TO	

OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT	6/6/2013	31-0051214.002 31-0021267.003	7/26/2013	227/1160-1167 #201300060472	ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	COURTS, JAMES P.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT SURFACE	2/19/2013	31-0051214.002 31-0021267.003	7/26/2013	227/1156-1159 #201300060471	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	FACILITY EASEMENT AGREEMENT	2/13/2013	31-0051214.005	4/23/2013	222/480-484 #201300059107	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	HILL CS LAT	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/13/2013	31-0051214.005	9/19/2013	231/267-274 #201300061253	NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/1/2013	31-0051214.005	9/19/2013	231/285-292 #201300061256	NOT REQUIRED	NOBLE
OH	HILL CS LAT	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	7/22/2013	31-0051214.005	9/19/2013	231/275-276 #201300061254	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	HILL CS LAT	NEUHART, GENE BRENT	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/8/2012	32-0021311.003	7/26/2013	227/943-950 #201300060453	NOT REQUIRED; GRANTOR NOTIFY GRANTEE OF ASSIGNMENT AND CONTACT INFORMATION WITHIN 90 DAYS, IF AND WHEN ASSIGNMENT DOES OCCUR WITH OR NONSUBSIDIARY OR NON- AFFILIATE OF GRANTEE,	NOBLE
OH	HILL CS LAT	RICH, CARL & JANE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/11/2013	32-0021313.000	7/26/2013	227/935-942 #201300060434		NOBLE
OH	HILL CS LAT	DETTA, TODD & TABITHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/9/2013	32-0021315.000	7/26/2013	227/1030-1037 #201300060451	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	DETTA, TODD & TABITHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/18/2013	32-0021315.000	7/26/2013	227/1038-1042 #201300060452	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	DETTA, LANNY & SUSAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/21/2012	32-0021315.002	7/26/2013	227/1056-1063 #201300060455	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	DETTA, LANNY & SUSAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/18/2013	32-0021315.002	7/26/2013	227/1064-1068 #201300060456	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	LEACH, LARRY T. JR. & TRUDI	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/9/2013	32-0021315.007	7/26/2013	227/1043-1050 #201300060453	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	LEACH, LARRY T. JR. & TRUDI	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/18/2013	32-0021315.007	7/26/2013	227/1051-1055 #201300060454	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	HILL, JEFFREY SCOTT & TAMMY Y., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/2/2013	32-0021323.000 37-0011332.000	7/26/2013	227/912-919 #201300060431	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	HILL CS LAT	HILL, JEFFREY S., TRUSTEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/11/2013	37-0011330.000 37-0011332.000	7/26/2013	227/920-927 #201300060432	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	JR LATERAL	BYLER, JACOB ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/12/2013	01-0021317.001	3/7/2014	242/667 #201400063991	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	JR LATERAL	BYLER, BENJAMIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/12/2013	01-0021317.003	3/7/2014	242/682 #201400063993	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	JR LATERAL	WYSCARVER, JAMES C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	01-0021317.005 01-0021317.006	3/7/2014	242/675 #201400063992	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	JR LATERAL	ERVIN, STEVEN ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/6/2013	01-0021322.001	3/7/2014	242/626-632 #201463984	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	JR LATERAL	NEWELL, JAMES M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/13/2013	01-0050044.000	3/7/2014	242/690 #201400063994	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	KRUPA LATERAL	FARRAH, DAVID	ANTERO MIDSTREAM LLC	OPTIONAGEEMENT / PERMANENT EASEMENT AGREEMENT FOR KRUPA	8/27/2014	31-0021142.001			NO CONSENT REQUIRED	NOBLE
OH	KRUPA LATERAL	KRUPA, SJIRLEY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/21/2014	31-021149.000			NO CONSENT REQUIRED	NOBLE

OH	KRUPA LATERAL	STACK, DEAN O.	ANTERO MIDSTREAM LLC	OPTIONAGEEMENT / PERMANENT EASEMENT AGREEMENT FOR OPTION	8/27/2014	31-21145.000			NO CONSENT REQUIRED	NOBLE
OH	KRUPA LATERAL	SANFORD, DONALD H.	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT	7/12/2014	31-21146			NO CONSENT REQUIRED	NOBLE
OH	MILEY	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/25/2012	31-0021340.000	4/23/2013	222/713-720 #201300059143	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/7/2012	31-0021340.000	4/23/2013	222/721-725 #201300059144	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	2/2/2013	31-0021340.000	4/23/2013	222/726-731 #201300059145	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/25/2012	31-0021356.000	4/23/2013	222/732-738 #201300059146	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	MILEY	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/9/2012	31-0021356.000	4/23/2013	222/739-743 #201300059147	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/4/2012	31-0021357.000	4/23/2013	222/744-751 #201300059148	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	10/25/2012	31-0021357.000	4/23/2013	222/752-745 #201300059149	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/22/2012	31-0021358.000	4/23/2013	222/755-763 #201300059150	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	10/27/2012	31-0021358.000	4/23/2013	222/764-765 #201300059151	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MILEY	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	7/12/2013	31-0021358.000	7/26/2013	227/986-989 #20300060422	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/30/2013	31-0021233.000	10/8/2013	233/97-105 #201300061693	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	9/30/2013	31-0021233.000	10/8/2013	233/119-123 #201300061697	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON ET AL	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION/EASEMENT (EXHIBIT)	9/30/2013	31-0021235.000	10/8/2013	233/110-112 #201300061695	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/30/2013	31-0021235.000	10/8/2013	233/97-105 #201300061693	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0021235.000	10/8/2013	233/106-109 #201300061694	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	9/30/2013	31-0021235.000	10/8/2013	233/113-118 #201300061696	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0021235.000 31-0051215.000 31-0021233.000	10/8/2013	233/106-109 #201300061694	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	MYRON	FRAKES, I. ROLFE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	5/30/2013	31-0021237.000 31-21236.000 31-21230.000	3/7/2014	242/609	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	FRAKES, I. ROLFE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/16/2012	31-0021237.000 31-21236.000 31-21230.000	5/30/2014	241/335-343 #201400063676	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON ET AL	ANTERO MIDSTREAM LLC	MODIFICATION OF EASEMENT (EXHIBIT)	9/30/2013	31-0021240.000	10/8/2013	233/83-85 #201300061690	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	5/30/2013	31-0021240.000	10/8/2013	233/78-82 #201300061689	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/16/2012	31-0021240.000	10/8/2013	233/66-77 #201300061688	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	5/30/2013	31-0021240.000	10/8/2013	233/78-82 #201300061689	NOT REQUIRED	NOBLE

OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	7/15/2013	31-0021240.000	10/8/2013	233/86-91 #210300061691	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/12/2013	31-0021240.000	10/8/2013	233/92-96 #201300061692	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	10/9/2013	31-0021240.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN L. & BATES, TIMOTHY S., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/23/2013	31-0021262.000	10/8/2013	233/49-53 #201300061685	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN L. & BATES, TIMOTHY S., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/23/2012	31-0021262.000	10/8/2013	233/40-48 #201300061684	NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN L. & BATES, TIMOTHY S., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	6/10/2013	31-0021262.000	10/8/2013	233/49-53 #201300061685	NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN L. & BATES, TIMOTHY S., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	7/18/2013	31-0021262.000	10/8/2013	233/54-56 #201300061686	NOT REQUIRED	NOBLE
OH	MYRON	BATES, JOHN, TRUSTEE ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD AGREEMENT	10/9/2013	31-0021262.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	MYRON	REEVES, RODNEY & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	5/30/2013	31-0021267.001	7/26/2013	227/1141-1146 #201300060469	NOT REQUIRED	NOBLE
OH	MYRON	REEVES, RODNEY ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT (EXHIBIT)	9/13/2013	31-0021267.001	10/8/2013	233/28-31 #20130061682	NOT REQUIRED	NOBLE
OH	MYRON	REEVES, RODNEY & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/26/2013	31-0021267.001	10/8/2013	233/32-39 #201300061683	NOT REQUIRED	NOBLE
OH	MYRON	MILLER, LOIS JANE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	31-0021270	12/3/2013	236/330 #201300062509	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	MILLER, LOIS JANE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	31-0021270	12/3/2013	236/330 #201300062509	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/12/2013	31-0051169.000	10/8/2013	233/92-96 #201300061692	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT	7/12/2013	31-0051169.000	10/8/2013	233/92-96 #201300061692	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON ET AL	ANTERO RESOURCES MIDSTREAM LLC	MODIFICATION OF OPTION/EASEMENT (EXHIBIT)	9/30/2013	31-0051215.000	10/8/2013	233/110-112 #201300061695	NOT REQUIRED	NOBLE
OH	MYRON	LAW, MYRON & CYNTHIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0051215.000	10/8/2013	233/106-109 #201300061694	NOT REQUIRED	NOBLE
OH	MYRON	ADAMIK, THOMAS & JACQUELINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/22/2012	31-0051216.000	10/8/2013	233/124-131 #201300061698	NOT REQUIRED	NOBLE
OH	NILA	SMITH, WILLIAM ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT AND PERMANENT ACCESS ROAD	2/23/2014	07-0021146.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	NILA	SMITH, WILLIAM ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/9/2013	07-0021146.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	NILA	ZALEHA, ANDY	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY AGREEMENT	1/7/2014	07-0021147.000	4/24/2014	246/64 201400064752	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	NILA	MILEY, JACK R., TRUSTEE ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT	8/8/2013	31-0051154.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	COBLENTZ, JOE	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/16/2013	01-0021199.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	CARPENTER, DWIGHT J.	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/19/2013	23-0021075.000 23-0051062.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	CARPENTER, DWIGHT J.	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/19/2013	23-0021075.000 23-0051062.000			NOT REQUIRED	NOBLE

OH	OHIO-COMP SITE	AMERIWOOD, LTD.	ANTERO RESOURCES CORPORATION	OPTION TO LEASE AGREEMENT	8/19/2013	23-0021126.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO PURCHASE AGREEMENT	9/13/2013 OPT EXT SIGNED	23-0021137.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	OHIO-COMP SITE	HAMONANGAN BROTHERS, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO LEASE AGREEMENT	8/19/2013	23-0021139.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO LEASE AGREEMENT	EXTENDED THROUGH 9/29/2015	31-0021340.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO LEASE AGREEMENT	EXTENSION THROUGH 10/5/2015	31-0021356.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO LEASE AGREEMENT	4/15/2013	36-0021039.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES APPALACHIAN CORPORATION	LEASE AGREEMENT	8/1/2013	36-0021039.000			NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/1/2013	36-0021039.000	9/23/2013	231/696	NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/1/2013	36-0021039.000	9/23/2013	231/712	NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/1/2013	36-0021039.000	9/23/2013	231/704	NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	J. J. DETWEILER ENTERPRISES, INC	ANTERO RESOURCES APPALACHIAN CORPORATION	MEMORANDUM OF LEASE AGREEMENT	8/1/2013	36-0021039.000	9/23/2013	231/690	NOT REQUIRED	NOBLE
OH	OHIO-COMP SITE	HILL, JEFFREY SCOTT & TAMMY Y., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION TO LEASE AGREEMENT	12/19/2012	37-0021195.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	RICH	RICH, LOUISE ANNETTE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	11/18/2013	01-0021366.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	RICH	RICH, LOUISE ANNETTE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/30/2013	31-0021366.000	4/23/2013	222/526-536	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	RICH	RICH, LOUISE ANNETTE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/18/2013	31-0021366.000		#201300059115	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	RICH	MILEY, JACK R., TRUSTEE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/28/2013	31-0021369.000	4/23/2013	222/512-519	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	RICH	MILEY, JACK R., TRUSTEE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	11/12/2012	31-0021369.000	4/23/2013	222/520-525	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, ARDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	31-0021353.000	12/3/2013	236/426-433	NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, ARDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	8/6/2013	31-0021353.000	12/3/2013	236/434-438	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, ROBERT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	31-0021354.000	12/3/2013	236/414-421	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, ROBERT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	6/29/2013	31-0021355.000	12/3/2013	236/422-425	NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, RAYMOND ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/12/2013	31-0021358.000	12/3/2013	236/447-454	NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, JACK, TRUSTEE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	7/1/2013	31-0021359.000	12/3/2013	236/439-446	NOT REQUIRED	NOBLE
OH	ROBERT	MILEY, JACK, TRUSTEE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/1/2013	31-0021359.000	12/3/2013	236/439-446	NOT REQUIRED	NOBLE
OH	ROE	ROE, RUBY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	01-0021352.000	4/1/2014	244/548	NOT REQUIRED	NOBLE
OH	ROE	ROE, RUBY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	8/2/2013	01-0021352.000	4/1/2014	244/557	NOT REQUIRED	NOBLE
OH	ROE	CARPENTER, SAHWN Q. & HERBERT	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/23/2013	01-0021355.000	4/1/2014	244/537	NOT REQUIRED	NOBLE
OH	ROE	CARPENTER, MAX ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/30/2013	01-0050092.000	4/1/2014	244/563	NOT REQUIRED	NOBLE
OH	ROE	CARPENTER, MAX ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/30/2013	01-0050092.000	4/1/2014	244/563	NOT REQUIRED	NOBLE
		DOLLSION,	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT				244/530		

OH	ROE	RICHARD & LINDA	CORPORATION	AGREEMENT	4/26/2013	01-21324.000	4/1/2014	201400064348	NOT REQUIRED	NOBLE
OH	SCHROEDER	ZALEHA, ANDY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/22/2013	07-0021147.000	4/23/2013	222/699-706 #201300059141	NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/3/2012	07-0021148.000	4/23/2013	222/791-798 #201300059155	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/3/2012	07-0021148.000 31-0051154.000	4/23/2013	222/791-798 #201300059155	NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	3/4/2013	31-0021358.000	4/23/2013	222/812-815 #201300059158	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	6/26/2013	31-0021358.000	7/26/2013	227/990-993 #201300060443	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	SCHROEDER	MILEY, RAYMOND & MELEESA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/4/2012	31-0021370.000 31-0021358.000	4/23/2013	222/803-811 #201300059157	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/3/2012	31-0051154.000	4/23/2013	222/791-798 #201300059155	NOT REQUIRED	NOBLE
OH	SCHROEDER	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	2/27/2013	31-0051154.000	4/23/2013	222/799-802 #201300059156	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	SMIERCIAK LATERAL	SMIERCIAK, LOUIE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/20/2013	01-0021369.006	2/14/2014	241/327 201400063675	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SNODE LATERAL	WATSON, MARCIE	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	9/19/2013	07-0021163.000 07-0021182.001 07-0021186.002			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SNODE LATERAL	SNODE, CHARLES ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	9/23/2013	07-0021168.001 07-0021183.001 07-0021182.002			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SNODE LATERAL	SLEVIN, JAMES C.	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	9/27/2013	07-0051077.000 07-0021172.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	TROYER LATERAL	BATESVILLE SPORTSMAN'S CLUB, INC	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/17/2014	01-50060.000			NO CONSENT REQUIRED	NOBLE
OH	WAYNE	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	2/1/2013	31-0021264.000	4/23/2013	222/457-463 #201300059104	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WAYNE	TRAILWAY INVESTMENTS, LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/25/2012	31-0051214.001	4/23/2013	222/485-492 #201300059109	NOT REQUIRED	NOBLE
OH	WAYNE	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2012	31-0051214.005	4/23/2013	222/447-456 #201300059103	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WAYNE	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	2/1/2013	31-0051214.005	4/23/2013	222/457-463 #201300059104	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WAYNE	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	10/29/2012	31-0051214.005	4/23/2013	222/464-469 #201300059105	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILSON LATERAL	RUBEL, GARY ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/16/2013	23-0021137.000	2/12/2014	241/47-54 #201400063609	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILSON LATERAL	HAMONANGAN BROTHERS, INC.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/17/2013	23-0021139.000	2/12/2014	241/55-62 #201400063610	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILSON LATERAL	HAMONANGAN BROTHERS, INC.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	12/18/2013	23-0021139.000	2/12/2014	241/69 201400063613	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

WV	NOLAND LINE	NOLAND, DARRELL A, ET UX HAYMOND, CHRISTOPHER	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT		3-19-10.1, 11			NO CONSENT REQUIRED	RITCHE
WV	ANNIE TO MONROE	HAYMOND, JESSICA HAYMOND, DANIEL	ANTERO MIDSTREAM LLC	TEMPORARY ACCESS ROAD AGREEMENT	7/3/2014	3-4-3	N/A	N/A	N/A	RITCHIE
			ANTERO MIDSTREAM	OPTION AGREEMENT AND PERMANENT EASEMENT		3-21-1			NO CONSENT	

WV	BISON	THOMAS, JUANITA	LLC	AGREEMENT	8/30/2014	3-21-11			NEEDED	RITCHIE
WV	BISON	SELLERS, DENNIS J. & DELSA R.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	8/6/2014	3-21-30; 3-21-37; 3-21-37.1; 3-21-40	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	BISON	SELLERS, DENNIS J. & DELSA R.	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	9/2/2014	3-21-30; 3-21-37; 3-21-37.1; 3-21-40	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	BISON	COSTILOW, DONALD & PATRICIA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/15/2014	3-21-39 3-21-39.3 3-21-39.1 3-21-39.2			NO CONSENT NEEDED	RITCHIE
WV	BISON LINE	SHOWALTER, STEVE AND TERRY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/8/2014	3-21-2			NO CONSENT NEEDED	RITCHIE
WV	BISON LINE	BARNES, RANDY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/26/2014	3-21-38 3-21-31			NO CONSENT NEEDED	RITCHIE
WV	BUCK RUN	JONES, RANDY M. & CAROLYN M.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	8/6/2014	3-14-21	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	BUCK RUN	JACKSON STEPHENSON	ANTERO MIDSTREAM LLC	PAYMENT FOR EASEMENT AND VALUE SITE	8/15/2014	3-14-22			NO CONSENT NEEDED	RITCHIE
WV	BUCK RUN	JACKSON, NORMAN L.	ANTERO MIDSTREAM LLC	OPTION PAYMENT EASEMENT AND VALUE SITE	8/15/2014	3-14-9.2	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	BUCK RUN	JACKSON, NORMAN L.	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD	8/15/2014	3-14-9.2			NO CONSENT NEEDED	RITCHIE
WV	BUCK RUN	JACKSON STEPHENSON	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD AGREEMENT	8/15/2014	3-14-9.2			NO CONSENT NEEDED	RITCHIE
WV	BUCK RUN	WILLIAMS, GUY R. WILLIAMS, MARY KATHERINE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/13/2014	9-3-13-21.5 9-3-13-21.6 9-3-13-21.7	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	BUCK RUN H2O	JACKSON, STEPHEN	ANTERO MIDSTREAM LLC	TEMPORARY SURFACE FACILITY EASEMENT AND OPTION AGREEMENT	7/24/2014	3-14-9 3-14-22	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CAMPBELL	CLAYTON, JOAN HIGH	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/15/2012	10-13-32	6/28/2012	316/936 #201300002098	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CLAYTON, JOAN HIGH	ANTERO MIDSTREAM LLC	ADDITIONAL PIPELINE AGREEMENT	11/14/2012	10-13-32	2/21/2013	1/30/2014	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CLAYTON, JOAN HIGH	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD	11/14/2012	10-13-32	2/21/2013	319/26 #201300000810	NOT REQUIRED	RITCHIE
WV	CAMPBELL	GRIMM, BARRY D.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	10/5/2012	10-9-17	2/7/2013	318/962 #201300000533	NOT REQUIRED	RITCHIE
WV	CAMPBELL	ZINN, DARRELL R., ET UX	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/26/2012	10-13-24.1; 10-13-23	5/22/2013	321/627 #201300002447	NOT REQUIRED	RITCHIE
WV	CAMPBELL	ZINN, DARRELL R., ET UX	ANTERO MIDSTREAM LLC	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	1/7/2013	10-13-24.1; 10-13-24	5/22/2013	321/634 #201300002448	NOT REQUIRED	RITCHIE
WV	CAMPBELL	RICHARDS, GARY A.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	10/24/2012	10-13-25; 10-13-25.1	5/21/2013	321/752 #201300002521	NOT REQUIRED	RITCHIE
WV	CAMPBELL	RICHARDS, GARY A.	ANTERO MIDSTREAM LLC	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	11/23/2012	10-13-25; 10-13-25.1	11/17/2013	321/759 #201300002522	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CAMPBELL, JOHN & LINDA J.	ANTERO MIDSTREAM LLC	SURFACE FACILITY AGREEMENT	11/5/2012	10-13-30.2	5/28/2013	321/786 #201300002526	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CAMPBELL, JOHN & LINDA J.	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD AGREEMENT	12/15/2012	10-13-30.2	5/28/2013	791/794 #201300002	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CUNNINGHAM, FRANK & PAT	ANTERO MIDSTREAM LLC	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	10/26/2012	10-13-31;	5/28/2013	321/727 #201300002515	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CUNNINGHAM, FRANK & PAT	ANTERO MIDSTREAM LLC	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	11/8/2012	10-13-31;	5/28/2013	321/730 #201300002516	NOT REQUIRED	RITCHIE
WV	CAMPBELL	NESS, ASHLEY E., JR.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/11/2012	10-14-1; 10-14-2; 10-14-5; 10-14-6; 10-14-7; 10-14-8	9/4/2013	322/803 #201300004109	NOT REQUIRED	RITCHIE
WV	CAMPBELL	NESS, ASHLEY E., JR.	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND		10-14-1; 10-14-2; 10-14-5; 10-14-6;		322/810		

WV	CAMPBELL	NESS, ASHLEY E., JR.	LLC	EASEMENT	11/8/2012	10-14-7; 10-14-8	9/4/2013	#201300004110	NOT REQUIRED	RITCHIE
WV	CAMPBELL	NESS, ASHLEY E., JR.	ANTERO MIDSTREAM LLC	VALVE SITE	11/8/2012	10-14-1; 10-14-5; 10-14-6; 10-14-7	9/4/2013	322/812 #201300004111	NOT REQUIRED	RITCHIE
WV	CAMPBELL	ANTILL - O'NEIL HEIRS	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/23/2012	10-14-3.1 10-14-10	6/28/2012	316/981 #201200002133	NOT REQUIRED	RITCHIE
WV	CAMPBELL	ANTILL - O'NEIL HEIRS	ANTERO MIDSTREAM LLC	DEED AND EASEMENT	6/4/2012	10-14-3.1 10-14-10	6/28/2012	316/956 #201200002131	NOT REQUIRED	RITCHIE

WV	CAMPBELL	ANTILL - O'NEIL HEIRS	ANTERO RESOURCES APPALACHIAN CORPORATION	DEED AND EASEMENT	5/23/2012	10-14-3.1 10-14-10	6/28/2012	322/41	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CUNNINGHAM, FRANK & PAT	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/20/2012	10-14-8.1; 10-13-31	5/28/2013	321/720 #201300002514	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CAMPBELL, JOHN & LINDA J.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/17/2012	10-19-4.1 10-13-28.3 10-13-30 10-13-30.1 10-13-30.2	5/28/2013	778/783 #201300002	NOT REQUIRED	RITCHIE
WV	CAMPBELL	CAMPBELL, JOHN & LINDA J.	ANTERO MIDSTREAM LLC	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	11/15/2012	10-19-4.1; 10-13-28.3; 10-13-30; 10-13-30.1; 10-13-30.2	5/28/2013	778/773 #201300002525	NOT REQUIRED	RITCHIE
WV	CARLISLE	GROSE, CHRISTINA C.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/2/2013	10-14-16	OPTION ONLY PAID	OPTION ONLY	NOT REQUIRED	RITCHIE
WV	CARLISLE	WEEKLEY, MARY LOU ET AL	ANTERO MIDSTREAM LLC	OPTION FOR PERMANENT EASEMENT AGREEMENT	5/2/2013	10-14-18.1	OPTION ONLY PAID	OPTION ONLY	NOT REQUIRED	RITCHIE
WV	CARLISLE	WEEKLEY, MARY LOU ET AL	ANTERO MIDSTREAM LLC	OPTION FOR PERMANENT EASEMENT AGREEMENT	5/2/2013	10-14-18.1	OPTION ONLY PAID	OPTION ONLY	NOT REQUIRED	RITCHIE
WV	CARLISLE	WEEKLEY, DAVID MARTIN	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/2/2013	10-14-19; 10-14-20; 10-14-20.1; 10-14-20.7	OPTION ONLY PAID	OPTION ONLY	NOT REQUIRED	RITCHIE
WV	CHARLENE	DEWBERRY, LINDA C. AS TRUSTEE OF THE LINDA C DEWBERRY TRUST	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	11/23/2013	3-19-49	9/4/2014	330/889 #20144669	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	KEISTER, BOBBY JO ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/8/2013	3-19-8	1/30/2014	324/442 #201400000503	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	JACKSON, STEPHEN	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/23/2014	3-14-9	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	JACKSON, STEPHEN	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	1/23/2014	3-14-9	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	ROBINSON, LISA D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/13/2012	3-13-24	1/30/2014	324/416 #201400000499	NOT REQUIRED	RITCHIE
WV	CHARLENE	SELLERS, LOREN AND LENISE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/15/2013	3-13-19.1	1/30/2014	324/456 #201400000505	NO CONSENT REQUIRED	RITCHIE

WV	CHARLENE	WAGGONER, EDDY D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY	11/3/2012	3-13-20; 3-13-19; 3-13-21	1/30/2014	324/294 #201400000482	NOT REQUIRED	RITCHIE
WV	CHARLENE	WAGGONER, EDDY D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/12/2012	3-13-20; 3-13-19; 3-13-21	1/30/2014	324/484 #201400000509	NOT REQUIRED	RITCHIE
WV	CHARLENE	WILLIAMS GUY R. & MARY KATHERINE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/18/2013	3-13-21.6; 3-13-21.7	1/30/2014	324/423 #201400000500	NOT REQUIRED	RITCHIE
WV	CHARLENE	JACKSON, KENNETH H. JR. & NANCY SUE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/23/2012	3-19-9.1	1/30/2014	324/304 #201400000484	NOT REQUIRED	RITCHIE
WV	CHARLENE H2O	TOMBLIN, EUSTACE M & RUTH P.	ANTERO MIDSTREAM LLC	TEMPORARY WORKSPACE AND TURNAROUND AGREEMENT	7/14/2014	3-14-12.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE WATER	TOMBLIN, EUSTACE & RUTH	ANTERO MIDSTREAM LLC	TEMPORARY WORKSPACE AGREEMENT/TURN AROUND	7/14/2014	3-14-12.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	EDWIN	MACKAY, JACK D.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	3-37-3	3/25/2014	327/81 #20141555	NO CONSENT REQUIRED	RITCHIE
WV	EDWIN	PEALE, ANITA G. and MACKAY, JACK D.	ANTERO RESOURCES CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	4/14/2014	3-37-3	9/4/2014	330/913 #201400004974	NO CONSENT REQUIRED	RITCHIE
WV	EDWIN	WILLIAMS, EDWIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/3/2013	3-37-5	9/4/2014	330/918 #20144975	NO CONSENT REQUIRED	RITCHIE

WV	EDWIN	WILLIAMS, EDWIN ET AL	RESOURCES CORPORATION	EASEMENT SURFACE FACILITY EASEMENT AGREEMENT	10/14/2013	3-37-5.1	9/4/2014	330/906 #20144973	NO CONSENT REQUIRED	RITCHIE
WV	EDWIN/PRIMM WEST	WILLIAMS, EDWIN G.	ANTERO MIDSTREAM LLC	EASEMENT AGREEMENT	4/14/2014	3-37-5	9/4/2014	330/924 #20144676	NO CONSENT REQUIRED	RITCHIE
WV	IRELAND	ANTILL/O'NEILL	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT	5/23/2012	10-14-10 10-14-3.1 10-14.3	6/28/2012	316/987 #201200002133	NOT REQUIRED	RITCHIE
WV	IRELAND LINE	HARSHBARGER, JASON & MICHELLE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/22/2014	10-14-12.1 10-14-12.3 10-14-15 10-14-14.2	OPTION ONLY	OPTION ONLY	90 DAY NOTICE	RITCHIE
WV	JACKSON	HILVERS, PAUL W.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/16/2014	3-19-31	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	JACKSON	DAVIS, JOSEPH P. & KELLY A.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/8/2014	3-19-41	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON	NOLAND, DARRELL, ET UX	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/25/2014	3-19-10.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON	NOLAND, DARRELL, ET UX	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	9/4/2014	3-19-10.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON	NOLAND, JOY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/25/2014	3-19-22 3-19-30 3-19-22.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON	NOLAND, JOY	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	9/4/2014	3-19-22 3-19-30 3-19-22.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON	NOLAND, DARREL AND JOY LOU	ANTERO MIDSTREAM LLC	PAYMENT FOR TEMPORARY ROAD OPTION	9/4/2014	3-19-3 3-19-10 3-19-11	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON	NOLAND, JOY	ANTERO MIDSTREAM LLC	PAYMENT FOR TEMPORARY ROAD OPTION	9/4/2014	3-19-30 3-19-30.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON	WRIGHT, ROSA MARIE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/14/2014	3-19-48 8-9-3	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	JACKSON	SELLERS, DENNIS J. & DELSA R.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	8/7/2014	8-1-69 8-1-69.2	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	JACKSON LATERAL	HORNER, FRANK JR	ANTERO MIDSTREAM LLC	OPTION & PERMANENT EASEMENT AGREEMENT	5/8/2014	3-19-36	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON LATERAL	TALKINGTON, MARGERY ANN	ANTERO MIDSTREAM LLC	OPTION & PERMANENT EASEMENT AGREEMENT	5/8/2014	3-19-47	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON LATERAL	DEWBERRY, LINDA C , TRUSTEE DEWBERRY LINDA C DEWBERRY TRUST	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/23/2014	3-19-49	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	JACKSON LINE	HILVERS, PAUL W.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/16/2014	3-19-31	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	JOHN CAMPBELL	CLAYTON, JOAN HIGH	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/14/2014	10-13-32	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	KELLEY	WAGGONER, EDDY D. WAGGONER, KELLY D.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/23/2014	3-13-20 3-13-21			NO CONSENT REQUIRED	RITCHIE
WV	MACKAY	MACKAY, JACK D.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/23/2013	3-37-3 3.2 3-37-3-	3/25/2014	327/81 #201400001555	NO CONSENT REQUIRED	RITCHIE
WV	MID CANTON CS	ATKINSON, LARRY & GEORGIA	ANTERO MIDSTREAM LLC	OPTION TO PURCHASE COMPRESSOR SITE	8/30/2014	3-39-17.3 3-39-17.5			NO CONSENT NEEDED	RITCHIE
				OPTION AGREEMENT AND PERMANENT						

WV	MID-CANTON COMPRESSOR SITE	PENNSBORO BOARD OF PARK COMMISSIONERS	ANTERO MIDSTREAM LLC	ROAD ACCESS EASEMENT AGREEMENT	5/15/2014	3-13-17 3-13-17.1 3-13-17.2			NO CONSENT REQUIRED	RITCHIE
WV	MID-CANTON COMPRESSOR SITE	PENNSBORO BOARD OF PARK COMMISSIONERS	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT ROAD ACCESS EASEMENT AGREEMENT	5/15/2014	3-13-17 3-13-17.1 3-13-17.2				RITCHIE

WV	MULVAY	MULVAY, EDWIN D. & PATRICIA L.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/19/2014	3-15-10	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	MULVAY	MULVAY, EDWIN AND PATRICIA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY ACCESS ROAD AGREEMENT	9/17/2014	3-15-10	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	MULVAY	MULVAY, EDWIN AND PATRICIA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND WAREYARD AGREEMENT	9/17/2014	3-15-10	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	MULVAY	SCHUMACHER, PETER & PATRICIA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/20/2014	3-15-17.1	N/A	N/A	90 DAY CONSENT REQUIRED	RITCHIE
WV	MULVAY	SCHUMACHER, PETER & PATRICIA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PAYMENT FOR TEMPORARY ACCESS ROAD	9/2/2014	3-15-17.1	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	MULVAY	BRADLEY, RONALD	ANTERO MIDSTREAM LLC	OPTION AND EASEMENT AGREEMENT FOR SURFACE SITE FACILITY	8/21/2014	3-15-22.1	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	MULVAY	BRADLEY, RONALD	ANTERO MIDSTREAM LLC	OPTION AND EASEMENT AGREEMENT FOR PERMANENT ACCESS ROAD MODIFICATION	8/21/2014	3-15-22.1	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	NOLAND	NOLAND, DARREL AND JOY LOU	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/17/2014	3-19-11			NO CONSENT REQUIRED	RITCHIE
WV	NOLAND	TERWILLIGER, RAYMOND AND BARBARA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/25/2014	3-13-22			NO CONSENT NEEDED	RITCHIE
WV	NOLAND	WELLS, BRYAN K.	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD	6/5/2014	3-19-4.5	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	NOLAND	WELLS, BRYAN K. WELLS, LISA A.	ANTERO MIDSTREAM LLC	WAREYARD AGREEMENT	6/5/2014	3-19-4.5			NO CONSENT REQUIRED	RITCHIE
WV	NOLAND	WELLS, BRYAN K. WELLS, LISA A.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/17/2014	3-19-4.5			NO CONSENT REQUIRED	RITCHIE
WV	NOLAND LINE	VAUGHAN, STEVEN EUGENE VAUGHAN, MARY C.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/23/2014	3-13-12 3-13-13			NO CONSENT REQUIRED	RITCHIE
WV	OSBORNE	NESS, ASHLEY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT ACCESS ROAD EASEMENT AGREEMENT	7/21/2014	10-14-1			NO CONSENT REQUIRED	RITCHIE
WV	OSBORNE	HARSHBARGER, JASON & MICHELLE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT ACCESS ROAD AGREEMENT	8/19/2014	10-14-2			NO CONSENT NEEDED	RITCHIE
WV	OSBORNE	GRIMM, BARRY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/1/2014	10-9-17			NO CONSENT REQUIRED	RITCHIE

WV	OSBORNE	GRIMM, BARRY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT ACCESS ROAD AGREEMENT	7/11/2014	10-9-17			NO CONSENT REQUIRED	RITCHIE
			ANTERO	OPTION AGREEMENT AND PERMANENT						

WV	OSBORNE	MORRISON, PHYLLIS T.	MIDSTREAM LLC	EASEMENT AGREEMENT	6/12/2014	10-9-20			NO CONSENT REQUIRED	RITCHIE
WV	OSBORNE	LANGFORD, JACK & LINDA	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD EASEMENT AGREEMENT	7/16/2014	10-9-10 10-9-12.2			NO CONSENT REQUIRED	RITCHIE
WV	OSBORNE	GUTHRIE, JACK R.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/28/2014	10-9-18.1 10-9-18			NO CONSENT REQUIRED	RITCHIE
WV	OSBORNE	GUTHRIE, JACK R.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	7/17/2014	10-9-18.1 10-9-18			NO CONSENT REQUIRED	RITCHIE
WV	OSBORNE	GUTHRIE, JACK R.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	8/14/2014	10-9-18.1 10-9-18			NO CONSENT REQUIRED	RITCHIE
WV	OSBORNE	GUTHRIE, JACK R.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY WAREYARD AGREEMENT	7/17/2014	10-9-18.1 10-9-18			NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS	MCKINNEY, FRED & SHARON J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/18/2012	10-8-5	9/11/2013	322/992 #201300004220	NOT REQUIRED	RITCHIE
WV	RICHARDS	MCKINNEY, FRED & SHARON J.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT (ADDITIONAL LINE)	11/20/2012	10-8-5	9/11/2013	322/992 #201300004220	NOT REQUIRED	RITCHIE
WV	RICHARDS	MCKINNEY, FRED & SHARON J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/18/2012	10-8-5	9/11/2013	322/1006 #201300004222	NOT REQUIRED	RITCHIE
WV	RICHARDS	LANGFORD, JACK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2012	10-8-6	10/2/2012	318/642 #201200004721	NOT REQUIRED	RITCHIE
WV	RICHARDS	LANGFORD, JACK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/3/2012	10-8-6	8/21/2013	322/699 #201300003939	NOT REQUIRED	RITCHIE
WV	RICHARDS	RICHARDS, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2012	10-8-7	9/24/2013	323/10 #201300004412	NOT REQUIRED	RITCHIE
WV	RICHARDS	RICHARDS, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	11/29/2012	10-8-7	5/28/2013	321/742 #201300002519	NOT REQUIRED	RITCHIE
WV	RICHARDS	RICHARDS, JOHN W.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	11/29/2012	10-8-7	5/28/2013	321/742 #201300002519	NOT REQUIRED	RITCHIE
WV	RICHARDS	BERKLEY, JUNE C. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/3/2012	10-9-1 10-9-1.1 10-9-1.2	PENDING	PENDING	NOT REQUIRED	RITCHIE
WV	RICHARDS	BERKLEY, JUNE C. FAMILY TRUST	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD TO VALUE SITE	8/13/2014	10-9-1.1	PENDING	PENDING	NO CONSENT NEEDED	RITCHIE
WV	RICHARDS	BERKLEY, JUNE C. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2012	10-9-1.1	12/2/2012	318/651 #201200004723	NOT REQUIRED	RITCHIE
WV	RICHARDS	BERKLEY, JUNE C. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	1/18/2012	10-9-1.1	1/30/2014	324/299 #201400000483	NOT REQUIRED	RITCHIE
WV	RICHARDS	BERKLEY, JUNE C. ET AL	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ACCESS ROAD TO VALUE SITE	8/13/2014	10-9-1.1			NOT REQUIRED	RITCHIE
WV	RICHARDS	CAMPBELL, JOHN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/30/2012	10-9-10.1	9/11/2013	322/1006 #201300004222	NOT REQUIRED	RITCHIE
WV	RICHARDS	CAMPBELL, JOHN, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT (ADDITIONAL LINE)	11/15/2012	10-9-10.1	PENDING	PENDING	NOT REQUIRED	RITCHIE
WV	SOUTH WHITE OAK CS	JENNINGS, LINDA HILEY, DANITA K.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PAYMENT FOR COMPRESSOR SITE	9/5/2014	10-27-14 7-16-10			NO CONSENT NEEDED	RITCHIE
WV	WALNUT WEST	JACKSON, CRAIG ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/23/2013	3-20-1	1/31/2014	324/559 #201400000549	NOT REQUIRED	RITCHIE

WV	WALNUT WEST	SHAHAN, RICHARD A.	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	1/28/2013	3-20-4	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	MCCULLOUGH, ELSIE L.	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	11/2/2012	39527	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	HURST, JEFFERY & BRENDA K.	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	5/2/2013	3-14-11	1/30/2014	324/435 #20140000502	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	VAUGHAN, STEVEN EUGENE & MARY WALNUT INVESTMENT COMAPNY	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/25/2012	3-13-12; 3-13-13	2/24/2014	326/91 #2014942	NOT REQUIRED	RITCHIE
WV	WALNUT WEST		MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/7/2014	3-13-14; 3-13-15	PENDING	PENDING		RITCHIE
WV	WALNUT WEST	WELLS, ROGER D. ET UX	RESOURCES APPALACHIAN CORPORATION ANTERO	OPTION FOR PERMANENT EASEMENT AGREEMENT	12/29/2012	3-13-18.1	PENDING	PENDING	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	WAGGONER, EDDY D. ET UX	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	11/12/2012	3-13-19; 3-13-20; 3-13-21	1/30/2014	324/484 #20140000509	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	WILLIAMS GUY R. & MARY KATHERINE	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	7/18/2013	3-13-21.6; 3-13-21.7	1/30/2014	324/423 #20140000500	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	BLANKENSHIP, DENNIS	RESOURCES APPALACHIAN CORPORATION ANTERO	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	8/2/2013	3-13-8, 3-13-8.1, 3-13-8.2	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	BLANKENSHIP, DENNIS	RESOURCES APPALACHIAN CORPORATION ANTERO	TEMPORARY WAREYARD AGREEMENT	8/2/2013	3-13-8.1 3-13-8.2	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	BLANKENSHIP, DENNIS	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	12/4/2012 EXTENSION 12/4/2013	3-13-8; 3-13-8.1; 3-13-8.2	8/21/2013	322/703 #201300003940	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	BUTCHER, FLOYD T. III	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	5/1/2013	3-14-11.10	1/30/2014	324/449 #20140000504	NOT REQUIRED	RITCHIE

WV	WALNUT WEST	JACKSON, STEVEN	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	3/18/2013	3-14-22 3-14-9	1/30/2014	324/409 #20140000498	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	DAVIS, LEWIS PHILLIP & NORMA J.	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	12/6/2013	3-14-3; 3-14-4; 3-14-6; 3-14-12	1/30/2014	324/476 #20140000508	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	CUNNINGHAM, S.A.	RESOURCES APPALACHIAN CORPORATION ANTERO	OPTION FOR PERMANENT EASEMENT AGREEMENT	11/21/2012	3-20-5 3-20-5.1 3-20-5.2	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WALNUT WEST	CUNNINGHAM, S.A.	RESOURCES APPALACHIAN CORPORATION ANTERO	OPTION FOR PERMANENT EASEMENT AGREEMENT	4/3/2013	3-20-5; 3-20-5.1; 3-20-5; 3-20-6	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WEST MOUNTAIN WEST MOUNTAIN COMPRESSOR SITE	WAGGONER, EDDY D. Et Ux	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/11/2013	3-13-19 3-13-20 3-19-21			NO CONSENT NEEDED	RITCHIE
WV	WEST MOUNTAIN CS	BLANKENSHIP, DENNIS	MIDSTREAM LLC	OPTION TO PURCHASE	5/19/2014	3-13-8 3-13-8.1 3-13-8.2			NO CONSENT REQUIRED	RITCHIE
WV	WEST MOUNTAIN CS	PENNSBORO BOARD OF PARK	MIDSTREAM LLC	PERMANENT ACCESS ROAD AGREEMENT	5/28/2014	3-13-17 3-13-17.1 3-13-17.2			NO CONSENT NEEDED	RITCHIE
WV	WEST MOUNTAIN CS	WELLS, ROGER & NANCY	MIDSTREAM LLC	PERMANENT ACCESS ROAD TO COMPRESSOR	7/29/2014	3-13-18.1				RITCHIE
WV	WVCS	JACKSON, NORMAN	RESOURCES APPALACHIAN CORPORATION ANTERO	OPTION FOR COMPRESSOR SITE	5/14/2013	3-4-33	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WVCS	JACKSON, STEVEN	RESOURCES APPALACHIAN CORPORATION ANTERO	OPTION FOR COMPRESSOR SITE	5/20/2013	3-14-9	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WVCS	CHARITY GAS, INC.	RESOURCES APPALACHIAN CORPORATION ANTERO	OPTION TO PURCHASE COMPRESSOR SITE	9/9/2013	10-5-16				RITCHIE
WV	WVCS	WILLIAMSON, ANDREW, ET UX	RESOURCES APPALACHIAN CORPORATION ANTERO	COMPRESSOR SITE ACCESS ROAD	1/14/2012	10-14-3.2	9/4/2014	330/877 #20144967	NOT REQUIRED	RITCHIE
WV	WVCS	KNIGHT, TRACY C., ET UX	RESOURCES APPALACHIAN CORPORATION ANTERO	ROAD ACCESS AGREEMENT	1/13/2012	10-14-3.3 10-9-21	1/30/2014	324/311 #20140000485	NOT REQUIRED	RITCHIE
WV	WVCS	KLEIN, BENITA	RESOURCES APPALACHIAN CORPORATION ANTERO	OPTION FOR COMPRESSOR SITE	6/11/2013	3-8-1.1	N/A	N/A	NOT REQUIRED	RITCHIE
WV	WVCS	KLEIN, BENITA	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT ROAD ACCESS AGREEMENT OPTION FOR	2/27/2014	3-8-1.1			NOT REQUIRED	RITCHIE

WV	WVCS	MCCULLOUGH, TED A.	RESOURCES CORPORATION	COMPRESSOR SITE	8/19/2013	3-8-1.3	N/A	N/A	NOT REQUIRED	RITCHIE
WV	YOLANDA	WILLIAMSON, ANDREW & YOLANDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	1/14/2012	10-14-3.2	2/7/2013	318/951 #20130000530	NOT REQUIRED	RITCHIE
WV	YOLANDA	WILLIAMSON, ANDREW & YOLANDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	1/3/2013	10-14-3.2	2/7/2013	318/960 #201300000532	NOT REQUIRED	RITCHIE
WV	ZINN	ZINN, ERNEST E. III	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/19/2013	3-14-20 3-14-20.2 3-14-20.1	4/15/2013	319/460 #201300001717	NOT REQUIRED	RITCHIE
WV	DOTSON CANTON NORTH AND CANTON WATER	MORRIS, I. L.(IKE)	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/7/2013	3-37-1 1-11-8	1/31/2014	324/546 #201400000547	NO CONSENT REQUIRED	RITCHIE AND DODDRIDGE
WV	CANTON NORTH AND CANTON WATER	WOLF, CHARLES E.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/16/2011	5-12-40	9/6/2013	425/192 #77269	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	WOLF, CHARLES E.	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	9/16/2011	5-12-40	9/6/2013	425/198 #77270	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	TENNANT, JAMES ET AL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/3/2011	5-17-15	9/3/2013	424/821 #77106	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	TENNANT, JAMES ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	8/2/2013	5-17-15 5-12-39 5-17-03	9/6/2013	425/213 #77273	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	COASTAL FOREST RESOURCES COMPANY	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	4/25/2012	5-17-11 5-17-12.1 5-17-14	5/16/2012	396/29 #59818	REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	TAYLOR, BERNARD JR.	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	8/5/2011	5-12-40.2	9/9/2013	2/610 #77380	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	TAYLOR, BERNARD JR.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/3/2012	5-12-40.2	9/6/2013	425/186 #77268	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	JONES, RONALD R., SR. ET AL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	6/8/2011	5-17-12 5-17-13	9/3/2013	424/813 #77105	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	SWEENEY, RALPH ET AL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	7/2/2011	5-20-13 5-20-6.2 5-20-17.1	9/6/2013	425/208 #77272	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	SWEENEY, RALPH ET AL	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/12/2012	5-20-13 5-20-6.2 5-20-17.1	9/6/2013	425/208 #77272	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	SWEENEY, RALPH ET AL	ANTERO MIDSTREAM LLC	ROAD ACCESS AGREEMENT	1/12/2012	5-20-13 5-20-6.2 5-20-17.1	9/9/2013	425/439 #77379	NOT REQUIRED	TYLER
WV	CANTON NORTH AND CANTON WATER	SWEENEY, RALPH ET AL	ANTERO MIDSTREAM LLC	ADDITIONAL PIPELINE AGREEMENT	7/10/2013	5-20-13 5-20-6.2 5-20-17.1	9/6/2013	425/204 #77271	NOT REQUIRED	TYLER
WV	COASTAL	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PIPELINE RIGHT OF WAY AGREEMENT	7/18/2012	3-2-4.2 5-17-03	9/5/2013	425/167 #77237	GRANTOR'S PRIOR WRITTEN CONSENT REQUIRED	TYLER
WV	COMPRESSOR	LEHMAN, KATHRYN S.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	9/13/2013	10-6-4	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	LATERAL	UNDERWOOD, RAYMOND	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/3/2014	1-4-13	3/20/2014	439/655 #84757	NO CONSENT REQUIRED	TYLER
WV	LATERAL	UNDERWOOD, RAYMOND	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	2/3/2014	1-4-13	3/20/2014	439/662 #84758	NO CONSENT REQUIRED	TYLER
			ANTERO	OPTION AGREEMENT AND PERMANENT						

WV	FOLGER	LITTLE,RICKIE	MIDSTREAM LLC	EASEMENT AGREEMENT OPTION	9/1/2014	4-12-51			NO CONSENT NEEDED	TYLER
WV	FOLGER	NALLEY, ROBERT & VIRGINIA	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	9/9/2014	4-8-54			NO CONSENT NEEDED	TYLER
WV	FOLGER	KINCAID, ROBERT & LUCY	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/9/2014	4-8-55 4-8-56			NO CONSENT NEEDED	TYLER
WV	GRAFF LATERAL	GRAFF, JOHN AND FRANCES	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	2/3/2014	1-4-15	8/15/2014	453/1 #91266	NO CONSENT REQUIRED	TYLER
WV	GRAFF LINE	FERGUSON,ROGER	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	9/9/2014	1-4-10.2	N/A	N/A		TYLER
WV	HARTLEY TO NOBLE	HARTLEY, DAVID M.	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	6/10/2014	6-12-16 6-12-23	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HARTLEY TO NOBLE	HARTLEY, DAVID M.	ANTERO MIDSTREAM LLC	TEMPORARY WORKSPACE AGREEMENT	6/10/2014	6-12-16 6-12-23	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HARTLEY WATER	HARTLEY, DAVID M.	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	7/30/2014	6-12-23 6-12-27	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	HEASTER	MCCRAY, JOSEPH	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	5/2/2014	1-12-31			NO CONSENT REQUIRED	TYLER
WV	HEASTER	MCCRAY, JOSEPH	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/2/2014	1-12-31	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	DAVIS, BARBARA DAVIS, ROBERT	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/8/2014	1-7-3	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	RIGGS, DONALD O.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/21/2014	1-7-16	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	HALL, GARY & KATHADINA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/13/2014	1-12-31.1 1-8-26	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	STEWART, DAVID & R. DIANNA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/6/2014	1-3-8 1-3-9 1-3-10 1-3-11 6-6-11	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	STEWART, DAVID & DIANNA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	6/3/2014	1-3-8 6-6-11	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	ASH, CATHY JO, ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/20/2014	1-4-6.4	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	ASH, CATHY JO, ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT FOR VALVE SITE	6/20/2014	1-4-6.4	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	MCMULLEN, LARRY D	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/20/2014	1-4-6.4	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	MCMULLEN, LARRY D	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT FOR VALVE SITE	6/20/2014	1-4-6.4	N/A	N/A	NO CONSENT REQUIRED	TYLER

WV	HEASTER	GERATH, ANITA	ANTERO MIDSTREAM LLC	AND PERMANENT EASEMENT AGREEMENT OPTION	5/27/2014	1-7-18 1-7-18.1	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	NEFF, LARRY L.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	5/26/2014	1-7-18.3	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	KING, JOSEPH F. & ELMA M.	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	5/14/2014	1-7-19.1 1-7-19.2	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER	MULLET, ELIZABETH	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/10/2014	48-1-8-24.2	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	HEASTER	WILEY, TERRY LEE	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	6/23/2014	1-3-4 1-3-4.1	N/A	N/A		TYLER
WV	HEASTER	ADKINS, RAY EDWARDS	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	7/11/2014	1-3-3	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HEASTER LATERAL	UNDERWOOD, RAYMOND	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	4/24/2014	1-4-12			NO CONSENT REQUIRED	TYLER
WV	KARL EXPRESS	GALLOP, HARRY & VONDA	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	9/3/2014	1-17-16	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	KARL EXPRESS	HURST, RONALD & FRANCES	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	8/16/2014	1-17-13.1 1-17-24.1	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	KARL EXPRESS	DAVIS, RYAN & CARRIE	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	8/18/2014	1-17-15 1-17-15.1 1-18-7	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	MID CANTON COMP SITE	BAKER, URSAL KAREN	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT OPTION	6/27/2014	3-6-24			NO CONSENT REQUIRED	TYLER
WV	MID CANTON CS	VANDINE, SAM	ANTERO MIDSTREAM LLC	PAYMENT TO PURCHASE OPTION	8/30/2014	1-12-33 1-12-34			NO CONSENT NEEDED	TYLER
WV	MID-CANTON COMPRESSOR SITE	JARRETT, PETER D. SATTEFIELD, LORI	ANTERO MIDSTREAM LLC	AGREEMENT (COMPRESSOR SITE) OPTION	5/30/2014	1-12-2			NO CONSENT REQUIRED	TYLER
WV	NALLEY	STILL, CLEATUS	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT MODIFICATION	7/9/2014	4-8-40			NO CONSENT NEEDED	TYLER
WV	NALLEY	STILL, CLEATUS	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT MODIFICATION	9/2/2014	4-8-40			NO CONSENT NEEDED	TYLER
WV	NALLEY	STILL, CLEATUS	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY WAREYARD AGREEMENT OPTION	9/2/2014	4-8-40			NO CONSENT NEEDED	TYLER
WV	NALLEY	WELLS, DAVID E.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT OPTION	6/19/2014	4-12-40			NO CONSENT REQUIRED	TYLER
WV	NALLEY	WELLS, DAVID E.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT ROAD ACCESS EASEMENT AGREEMENT OPTION	6/19/2014	4-12-40			NO CONSENT REQUIRED	TYLER
WV	NALLEY	WELLS, DAVID E.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY WAREYARD AGREEMENT OPTION	6/19/2014	4-12-40	N/A	N/A	NO CONSENT REQUIRED	TYLER
		BRIGHTWELL, JERRY	ANTERO	OPTION AGREEMENT AND PERMANENT						

WV	NALLEY	DAVIES, GWENDOLYN	MIDSTREAM LLC	EASEMENT AGREEMENT MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	6/18/2014	4-8-58			NO CONSENT REQUIRED	TYLER
WV	NALLEY	BRIGHTWELL, JERRY DAVIES, GWENDOLYN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/30/2014	4-8-58			NO CONSENT REQUIRED	TYLER
WV	NALLEY	FOLGER, BURL & COLLEEN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/16/2014	4-8-59			NO CONSENT REQUIRED	TYLER
WV	NALLEY	SMITH,MICHAEL V. & DEBRA K.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/30/2014	4-9-18			NO CONSENT NEEDED	TYLER
WV	NALLEY	SMITH,MICHAEL V. & DEBRA K.	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	9/2/2014	4-9-18			NO CONSENT NEEDED	TYLER

WV	NALLEY	CRAIG, JACK	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/18/2014	4-12-20.2 4-12-17 4-12-41			NO CONSENT REQUIRED	TYLER
WV	NALLEY	GOODFELLOW, JANET FAYE	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/5/2014	4-12-34.1 4-12-39			NO CONSENT REQUIRED	TYLER
WV	NALLEY	LEWIS, RICHARD & RACHEL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/19/2014	4-12-40.6			NO CONSENT REQUIRED	TYLER
WV	NALLEY LP	MEREDITH,JAN WILLIAMS	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/27/2014	4-13-15			NO CONSENT REQUIRED	TYLER
WV	NALLEY LP	RIFFLE, ETHAN A.& MARSHA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/25/2014	4-9-17			NO CONSENT NEEDED	TYLER
WV	NALLEY LP	RIFFLE, ETHAN A.& MARSHA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	6/25/2014	4-9-17			NO CONSENT NEEDED	TYLER
WV	NALLEY LP	RIFFLE, ETHAN A.& MARSHA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND WAREYARD AGREEMENT	6/25/2014	4-9-17			NO CONSENT NEEDED	TYLER
WV	NALLEY LP	KAPRICH, LARRY G.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/28/2014	4-9-6.1 4-9-6			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	KYLE, DAVID, ET AL.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/13/2014	4-8-41	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	KYLE, DAVID, ET AL.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY ACCESS ROAD AGREEMENT	8/26/2014	4-8-41	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	KYLE, DAVID, ET AL.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY WAREYARD AGREEMENT	6/13/2014	4-8-41	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	CHRISTEN, ROBERT N.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/1/2014	4-9-10			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	RUSH, DONAL L. & RONAL W.	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION AND TEMPORARY WAREYARD AGREEMENT	9/4/2014	4-9-14	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	MEREDITH, JAMES R. & GLORIA I.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND WAREYARD AGREEMENT	6/27/2014	4-13-15			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	MEREDITH, JAMES R. & GLORIA I.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/27/2014	4-13-15			NO CONSENT REQUIRED	TYLER

WV	NALLEY TO EH	MEREDITH, JAN WILLIAM BEARD, LUANNE M.	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD EASEMENT AGREEMENT	6/27/2014	4-13-15			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	MEREDITH, JAN WILLIAM BEARD, LUANNE M.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND WAREYARD AGREEMENT	6/27/2014	4-13-15			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	MEREDITH, JAN WILLIAM BEARD, LUANNE M.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/27/2014	4-13-15			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	MEREDITH, JAMES R. & GLORIA I.	ANTERO MIDSTREAM LLC	TEMPORARY ACCESS ROAD EASEMENT AGREEMENT	7/4/2014	4-13-15	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	GRIMES, DONALD	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/2/2014	4-9-16			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	MEYERS, RUSSELL L.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	8/6/2014	4-9-19	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	KOONTZ, RALPH D. AND MARY JO.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/24/2014	2-5-3 4-9-11			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	KOONTZ, GARY K. & TRACY J.	ANTERO MIDSTREAM LLC	PERMANENT ACCESS ROAD AGREEMENT	6/23/2014	2-5-4; 2-6-33; 2-6-33.1			N/A	TYLER
WV	NALLEY TO EH	MAGRUDER, PAUL E. & JANE ANN	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/24/2014	4-12-54.2			NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	MOFFIT, NEVEN	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	6/26/2014	4-8-30.2	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	MOFFIT, NEVEN	ANTERO MIDSTREAM LLC	OPTION AND TEMPORARY ACCESS ROAD AGREEMENT	6/26/2014	4-8-30.2	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	MOFFIT, NEVEN	ANTERO MIDSTREAM LLC	OPTION AND TEMPORARY WAREYARD AGREEMENT	6/26/2014	4-8-30.2	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	PHILLIPS, GARY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/22/2014	48-4-8-39.1	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	NALLEY, ROBERT, ET UX	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/15/2014	4-8-54, 39; 4-12-13, 14	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	NALLEY TO EH	STILL, CLEATUS T.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	7/9/2014	48-8-40	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	RUSH, DONAL L. & RONAL W.	ANTERO MIDSTREAM LLC	OPTION AND TEMPORARY WAREYARD AGREEMENT	7/12/2014	4-9-14 4-9-12	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	RUSH, DONAL L. & RONAL W.	ANTERO MIDSTREAM LLC	OPTION AND TEMPORARY ACCESS ROAD AGREEMENT	7/12/2014	4-9-14 4-9-12	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	RUSH, RONAL W.	ANTERO MIDSTREAM LLC	OPTION AND TEMPORARY WAREYARD AGREEMENT	7/12/2014	4-9-14.1	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	RUSH, RONAL W.	ANTERO MIDSTREAM LLC	OPTION AND TEMPORARY ACCESS ROAD AGREEMENT	7/12/2014	4-9-14.1	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	JOCHUM, LARRY M. & BETTY L.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT EASEMENT AGREEMENT	7/2/2014	4-9-15; 4-9-15.1; 4-9-43; 4-9-43.1	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	JOCHUM, LARRY M. & BETTY L.	ANTERO MIDSTREAM LLC	OPTION AND PERMANENT ROAD AGREEMENT MODIFICATION	7/2/2014	4-9-15; 4-9-15.1; 4-9-43; 4-9-43.1	N/A	N/A	NO CONSENT NEEDED	TYLER

WV	NALLEY TO EH	JOCHUM, LARRY M. & BETTY L.	ANTERO MIDSTREAM LLC	OF OPTION AND TEMPORARY WAREYARD AGREEMENT	8/26/2014	4-9-15; 4-9-15.1; 4-9-43; 4-9-43.1	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	NALLEY TO EH	SMITH, MICHAEL AND DEBRA	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/30/2014	4-9-20 4-9-18			NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	MAHONEY, JAMES D.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/15/2014	3-9-1	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	MAHONEY, JAMES D.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/15/2014	3-9-1	N/A	N/A	NO CONSENT REQUIRED	TYLER

WV	PIERPOINT	MAHONEY, JAMES D.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WORKSPACE	3/24/2014	3-9-1	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	LEASEBURG, WILLIAM C., ET UX SECKMAN, LLOYD C. SECKMAN, RANDALL J. SECKMAN, JEFFREY A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/14/2013	1-8-2	3/26/2014	440/17 #3/26/2014	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	SECKMAN, RANDALL J. SECKMAN, JEFFREY A.	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	12/29/2013	1-4-3	9/4/2014	454/393 #92000	NOT REQUIRED	TYLER
WV	PIERPOINT	SECKMAN, RANDALL J ET	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	8/22/2013	1-4-3	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	BAGLEY, LOREN	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ACCESS ROAD	2/27/2014	1-11-3	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	BEEM, TYRONE, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/28/2013	1-11-4	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	BEEM, TYRONE L. BEEM, DIANE BEEM, DAVID BEEM, BONITA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/9/2014	1-11-4	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HAYMOND, ANNIE B.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/20/2014	3-14-5	3/25/2014	327/130 #201400001562	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	DOAK, ROSE ANN HAYMOND, CHRISTOPHER HAYMOND, DANIEL HAYMOND, JESSICA HAYMOND, CHRISTOPHER HAYMOND, DANIEL HAYMOND, JESSICA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/17/2014	3-4-6	3/25/2014	327/89 #201400001556	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HAYMOND, DANIEL HAYMOND, JESSICA HAYMOND, CHRISTOPHER HAYMOND, DANIEL HAYMOND, JESSICA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/11/2014	3-4-9	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HAYMOND, DANIEL HAYMOND, JESSICA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WORKSPACE	4/11/2014	3-4-9	N/A	N/A	NO CONSENT REQUIRED	TYLER

WV	PIERPOINT	UNDERWOOD, RAYMOND	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	2/15/2014	1-4-12	9/4/2014	454/375 #91996	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	JONES, ALFRED LYNN	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT FOR PERMANENT EASEMENT AGREEMENT	11/16/2013	3-4-12	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	UNDERWOOD, RAYMOND V.	ANTERO MIDSTREAM LLC	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	10/1/2014	1-4-13			NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	UNDERWOOD, RAYMOND V.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/1/2013	1-4-13	9/4/2014	454/386 #91998	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	CHARITY GAS, INC	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	9/5/2014	10-5-16	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	SCOTT, ROGER AND DONNA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/17/2014	3-9-19	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	SCOTT, ROGER AND DONNA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ACCESS ROAD TO ENTER SOUTHERN WAREYARD ON MARSH RUN	8/15/2014	3-9-19			NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HEINTZMAN, PATRICIA ANN	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WORKSPACE	2/23/2014	1-11-22	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	BURKHART, THOMAS L	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/31/2013	2-27-24	3/26/2014	440/10 #84990	NO CONSENT REQUIRED	TYLER

ANTERO OPTION AGREEMENT AND PERMANENT

WV	PIERPOINT	DAWSON, GARY D., ET AL	RESOURCES CORPORATION	EASEMENT AGREEMENT ANTERO PERMANENT	10/3/2013	1-12-28	N/A	N/A	NO CONSENT REQUIRED	TYLER	
WV	PIERPOINT	MCCRAY, JOSEPH L.	RESOURCES CORPORATION	EASEMENT AGREEMENT	10/8/2013	1-11-11.1 12-31	1- 2/24/2014	437/700 #83751	NO CONSENT REQUIRED	TYLER	
WV	PIERPOINT	MCCRAY, JOSEPH L.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT AND TEMPORARY WAREYARD AGREEMENT	1/1/2015	1-11-11.1 1-12-31	N/A	N/A	NO CONSENT REQUIRED	TYLER	
WV	PIERPOINT	HEINTZMAN, PATRICIA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/31/2013	1-11-16.1 1-11- 22 1-14-1.1	PENDING	PENDING	NO CONSENT REQUIRED	TYLER	
WV	PIERPOINT	DAWSON, GARY D., ET UX	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/3/2013	1-11-18 AND 1- 12-25	N/A	N/A	NO CONSENT REQUIRED	TYLER	
WV	PIERPOINT	HERRING, MARY ELLEN ADKINS, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/31/2013	1-11-5	1-8-7.1	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	DAWSON, GARY D., ET AL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/3/2013	1-12-28 26	1-15- 1-15-27	N/A	N/A	TYLER	
WV	PIERPOINT	HALL, GARY L. & KATHADINA T.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	1/7/2014	1-12-31.1		PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HOSKINS, L. GENE & PAMELA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/17/2014	1-14-1 1-14-2		N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HOSKINS, L. GENE ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/11/2012	1-14-1; 1-14- 2 2.1; 1-14-3 1-11-23 1-11-24		3/20/2014	439/617 #84752	NOT REQUIRED	TYLER
WV	PIERPOINT	FERGUSON, ROGER	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	12/30/2013	1-4-10.2		N/A	N/A	NOT REQUIRED	TYLER
WV	PIERPOINT	SEDERS, SUSAN L SLIDER, JAMES	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	1-4-10.7		PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	UNDERWOOD, RAYMOND, ET AL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/23/2013	1-4-13.1		N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	GRAFF, JOHN H. & FRANCES J.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/29/2013	1-4-15 1-8-23		9/16/2013	426/262 #77764	NOT REQUIRED	TYLER
WV	PIERPOINT	GRAFF, JOHN H. & FRANCES J.	ANTERO RESOURCES CORPORATION	TEMPORARY WAREYARD	3/6/2014	1-4-15 1-8-23		N/A	N/A	TYLER	
WV	PIERPOINT	WEESE, ROGER P	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	1-4-4		PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	BAKER, MARSHALL	ANTERO RESOURCES MIDSTREAM LLC	OPTION FOR PERMANENT EASEMENT	2/12/2014	1-4-4.1		N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	WEESE, RONALD P ET	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	1-4-9.1 1-4-9.2 1-4-9.3		PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	WEESE, BETTY AND RONALD	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/30/2014	1-4-9.1 1-4-9.2		N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HALL, GARY & KATHADINA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/8/2014	1-7-20 1-7-20.1 1-7-20.2 1-7-20.3 1-12-31.1		N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	MONROE, EDNA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/27/2013	1-8-1 1-8-3.4	1- 8-5 1-8-6.2	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	MONROE, EDNA	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	2/27/2014	1-8-1 1-8-6.2 1-8-3.4		PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	ESTLACK, E. THOMAS & CRYSTALEE T.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY VEHICLE PULL-OFF AREA	7/23/2014	1-8-24.1		N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	ESTLACK, THOMAS & CRYSTALEE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	5/5/2014	1-8-24.3		N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	ESTLACK, E. THOMAS AND CRYSTALEE T.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	3/12/2013	1-8-24.3		PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	MONROE, EDNA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/27/2013	1-8-3.4		PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	MONROE, TERRY LEE, ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/27/2013	1-8-6 3-4-10 3-4-10.1 3-4-10.2 3-4-27	1-8-6.1	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
		PERKINS OIL &	ANTERO RESOURCES	PERMANENT EASEMENT					327/96	NO CONSENT	

WV	PIERPOINT	GAS, INC.	CORPORATION	AGREEMENT	12/11/2013	3-4-27.1 3-4-10 3-4-10.1 3-4-10.2 3-4-27	3/25/2014	#201400001557	REQUIRED	TYLER
WV	PIERPOINT	PERKINS OIL & GAS, INC.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	1/9/2014	3-4-27.1	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	PERKINS OIL & GAS, INC.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/9/2014	3-4-10.1 3-4-10.2 3-4-27	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	PERKINS OIL & GAS, INC.	ANTERO RESOURCES MIDSTREAM LLC	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	9/22/2014	3-4-10.1 3-4-10.2 3-4-27	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	HAYMOND, CHRISTOPHER K., TRUSTEE IRENE NUTTER HAYMOND TRUST	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	12/31/2013	3-4-3 3-4-4 3-4-8 3-4-9	PENDING	PENDING	NO CONSENT REQUIRED	TYLER

WV	PIERPOINT	HAYMOND, CHRISTOPHER K., TRUSTEE IRENE NUTTER HAYMOND TRUST	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/31/2013	3-4-3 3-4-4 3-4-8 3-4-9	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	PIERCE, LEWIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMAMENT EASEMENT AGREEMENT	12/20/2012	3-9-23.1	9/4/2014	330/870 #20144966	NOT REQUIRED	TYLER
WV	PIERPOINT	PIERCE, LEWIS, ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/6/2013	3-9-23.1	3/25/2014	327/111 #201400001559	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	PIERCE, LEWIS AND BEATRICE PIERCE, ERNEST PIERCE, LEWIS F., JR.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/16/2014	3-9-23.1	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT	CLARK, RICHARD L.	ANTERO RESOURCES CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	7/16/2013	5-6-35.1	N/A	N/A	NOT REQUIRED	TYLER
WV	PIERPOINT EXT	FERGUSON, ROGER	ANTERO RESOURCES CORPORATION	OPTION FOR PERMANENT EASEMENT	8/25/2013	1-4-10.2	PENDING	PENDING	NO CONSENT REQUIRED	TYLER
WV	PIERPOINT EXT	FERGUSON, ROGER RIPLEY, ROBERT RIPLEY-WOLF, VIRGINIA	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	2/27/2014	1-4-10.2	8/15/2014	453/8 #91267		TYLER
WV	SANCHO		ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ACCESS ROAD	8/29/2014	1-4-6			NO CONSENT NEEDED	TYLER
WV	SANCHO	UNDERWOOD, RAYMOND	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	4/17/2014	1-4-12			NO CONSENT REQUIRED	TYLER
WV	SANCHO	UNDERWOOD, RAYMOND	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	4/18/2014	1-4-12			NO CONSENT REQUIRED	TYLER
WV	SANCHO	UNDERWOOD, RAYMOND	ANTERO RESOURCES MIDSTREAM LLC	OPTION FOR ACCESS ROAD EASEMENT AGREEMENT	4/18/2014	1-4-12			NO CONSENT REQUIRED	TYLER
WV	SANCHO	McMULLEN, VIRGIL, ET AL	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND SURFACE FACILITY EASEMENT AGREEMENT	6/20/2014	1-4-6.4	N/A	N/A		TYLER
WV	SANCHO	MCMULLEN, LARRY MCMULLEN, DENVER HEASTER, PATSY, MCMULLEN, VIRGIL WARNER, MARCIA ASH, CATHY JO	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT ACCESS ROAD AGREEMENT	8/13/2014	1-4-6.4	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	SANCHO	HEASTER, CATHY JO, ET AL	ANTERO RESOURCES MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	6/2/2014	48-1-4-6.4			CONSENT NOT REQUIRED	TYLER
WV	SNIDER	SNIDER, TERRY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/17/2012	6-13-19	8/19/2013	423/774 #76558	NOT REQUIRED	TYLER
WV	SNIDER	RITCHIE PETROLEUM CORPORATION, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/16/2012	6-13-22	8/19/2013	423/744 #76554	NOT REQUIRED	TYLER

WV	SNIDER	RITCHIE PETROLEUM CORPORATION, INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/1/2013	6-13-22	9/16/2013	426/255 #77763	NOT REQUIRED	TYLER	
WV	SNIDER	HARPER, MATTHEW & SHAUNA	ANTERO RESOURCES APPALACHIAN CORPORATION	VALVE SITE	11/15/2012	6-13-14 15 16 17	6-13-18	8/21/2013	424/43 #76613	NOT REQUIRED	TYLER
WV	SNIDER	HARPER, MATTHEW & SHAUNA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/12/2013	6-13-15; 6-13-16; 6-13-17; 6-13-18	8/21/2013	424/50 #76614	NOT REQUIRED	TYLER	
			ANTERO RESOURCES	PERMANENT							

WV	SNIDER	RITCHIE PETROLEUM CORPORATION, INC.	APPALACHIAN CORPORATION ANTERO	EASEMENT AGREEMENT PERMANENT	1/8/2013	6-13-40 22	6-13-	8/19/2013	423/763 #76556	NOT REQUIRED	TYLER
WV	WALNUT WEST	SHEPHERD, JASON F.	MIDSTREAM LLC	EASEMENT AGREEMENT	2/27/2013	6-13-24 6-13-24.2				NO CONSENT NEEDED	TYLER
WV	WEIGLE EAST	SECKMAN, LLOYD C., ET AL	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT AND RIGHT-OF-WAY	10/2/2013	1-4-3		N/A	N/A		TYLER
WV	WVCS	WOLFE, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	4/2/2013	6-12-40		N/A	N/A	NOT REQUIRED	TYLER
WV	WVCS	BAKER, URSAL KAREN	ANTERO MIDSTREAM LLC	COMPRESSOR STATION OPTION AND EASEMENT AGREEMENT	6/27/2014	38369		N/A	N/A	NO CONSENT NEEDED	TYLER
WV	WVCS	JONES, HATTIE M.	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR COMPRESSOR SITE	6/20/2013	6-15-5		N/A	N/A	NOT REQUIRED	TYLER
OH	SUA - GROUND LEASE	KIRK K. MILLER PROPERTIES LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT - PIPEYARD LEASE	10/1/2012	23-0085347.001, 23-0085343.002, 23-0085343.001, 23-0085345.001, 23-0079320.001, 23-0079308.001		NOT RECORDED		LESSEE SHALL NOT ASSIGN ITS INTEREST IN THIS LEASE OR SUBLEASE THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.	WASHINGTON
PA	DUNN	DUNN JOSEPH	ANTERO RESOURCES CORPORATION	Freshwater Reservoir	1/27/2010	700-002-00-00-0011-00		6/22/2012	201218457	NOT REQUIRED	WASHINGTON
PA	DOERFLER	ZEMBA, LUDWIG ET UX	ANTERO RESOURCES CORPORATION	TAP SITE	12/1/2010	700-003-00-00-0004-00		5/25/2011	201113827	NOT REQUIRED	WASHINGTON
PA	DOERFLER	DOERFLER, FREDERICK G. ET UX & DOERFLER, GREGORY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	COMPRESSOR SITE AND TAP SITE EASEMENT	8/25/2009	700-004-00-00-0008-00;700-004-00-00-0025-01					WASHINGTON
PA	DUNN	ZEMBA, LUDWIG ET UX	ANTERO RESOURCES CORPORATION	SURFACE USE	8/11/2010	700-003-00-00-0004-00		5/25/2011	201113826	NOT REQUIRED	WASHINGTON
PA	DOERFLER	DOERFLER, FREDERICK G. ET UX & DOERFLER, GREGORY L.	ANTERO RESOURCES CORPORATION	SURFACE USE	6/24/2009	700-004-00-00-0008-00 700-004-00-00-0042-02 700-004-00-00-0025-01		7/1/2009	200918333	UNKNOWN, NOT MENTIONED	WASHINGTON
PA	DUNN	DOERFLER, FREDERICK G. ET UX & DOERFLER, GREGORY L.	ANTERO RESOURCES CORPORATION	TAP SITE/PIPELINE RIGHT OF WAY	6/29/2009	700-004-00-00-0008-00 700-004-00-00-0042-02 700-004-00-00-0025-01		5/25/2011	201113832	NOT REQUIRED	WASHINGTON
PA	DUNN	DOERFLER, FREDERICK G. ET UX & DOERFLER, GREGORY L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/7/2009	700-004-00-00-0008-00 700-004-00-00-0042-02 700-004-00-00-0025-01		5/25/2011	201113829	NOT REQUIRED	WASHINGTON
PA	DUNN	HOPKINS, MARTA C. WEST PIKE RUN TOWNSHIP SUPERVISORS	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	5/28/2009	700-004-00-00-0025-09		5/25/2011	201113830	NOT REQUIRED	WASHINGTON
PA	DUNN	STATHERS, GEORGE JR. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/12/2012	700-004-00-00-0026-00		PENDING	PENDING	NOT REQUIRED	WASHINGTON
PA	DUNN	DOERFLER, WILLIAM C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/8/2012	700-004-00-00-0026-01		9/17/2013	201328086	NOT REQUIRED	WASHINGTON
PA	DUNN	DOERFLER, WILLIAM C.	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS	10/18/2012	700-004-00-00-0028-00		9/17/2013	201328099	NOT REQUIRED	WASHINGTON
PA	DUNN	WILLIAMS, RONALD ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/8/2012	700-004-00-00-0028-08		9/17/2013	201328087	NOT REQUIRED	WASHINGTON
PA	DUNN	HARTMAN, CHARLES R. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS	8/8/2012	700-004-00-00-0028-09		6/28/2012	201205645	NOT REQUIRED	WASHINGTON
PA	DUNN	HARTMAN, CHARLES R. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD/ EASEMENT MODIFICATION	10/18/2012	700-004-00-00-0028-09 700-004-00-00-0028-10		9/17/2013	201328085	NOT REQUIRED	WASHINGTON
PA	DUNN	HARTMAN, CHARLES R. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/13/2013	700-004-00-00-0028-10		9/17/2013	201328084	NOT REQUIRED	WASHINGTON
PA	DUNN	HRUTKAY, MARK J. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	2/8/2011	700-004-00-00-0059-00		9/17/2013	201328085	NOT REQUIRED	WASHINGTON
PA	ROBINSON	ROBISON, ROBERT C. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT	11/6/2012	700-001-00-00-0024-00				NOT REQUIRED	WASHINGTON

PA	ROBINSON	KELLER, JACK W. ET UX	RESOURCES APPALACHIAN CORPORATION	EASEMENT	3/24/2012	700-001-00-00-0028-02	PENDING	PENDING	NOT REQUIRED	WASHINGTON
PA	ROBINSON	ROSS, DALE T. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT	40977	700-004-00-00-0009-00	PENDING	PENDING	NOT REQUIRED	WASHINGTON
WV		Kimberly A. Male	Antero Resources Appalachian Corporation	Memorandum of Surface Use Agreement	39836	7-285-51	39862	1427/937		Harrison
WV		Kimberly A. Male	Antero Resources Appalachian Corporation	Amendment and Ratification of Surface Use Agreement	40744	07-285-51	40751	1473/1335		Harrison
WV		Kimberly A. Male	Antero Resources Appalachian Corporation	Amendment and Ratification of Surface Use Agreement	41010	07-285-51	41031	1489/927		Harrison
WV		Mike Ross ,inc. & I. L. Morris	Antero Resources Appalachian Corporation	Memorandum of Surface Facility Easement	40214	7-285-16	40228	1442/686		Harrison
WV		Rendal J. Dotson & Sandra G. Dotson	Antero Resources Bluestone LLC	Memorandum of Amended and Restated Surface Use Lease and Appurtenant Rights of Way	40746	20-9 & 16	40896	295/169		Doddridge
WV		Willis Lee Matthey & Forest Warner Mathhey	Antero Resources Appalachian Corporation	Memorandum of Surface Facility Easement	40299	18-262-1	41226	1501/28		Harrison
WV		Clarence E. Sperry, L. Diane Sperry, Janet L. Sperry	Antero Resources Appalachian Corporation	Surface Facility Easement	40328	20-324-1, 20-344-1	40721	1472/1124		Harrison
WV		Bernard W. Hurst, Clara Mae Hurst, Peggy L. Hurst	Antero Resources Appalachian Corporation	Memorandum of Compressor Facility Easement	39943	20-403-4	39988	1433/1198		Harrison
WV		Bernard W. Hurst, Clara Mae Hurst, Peggy L. Hurst	Antero Resources Appalachian Corporation	Amendment and Ratification of Compressor Facility Easement	40670	20-403-4	40625	1465/268		Harrison
WV		Neva A. Ritter, Debra Kay Cantrell, Mark Cantrell, Judy Rose Gardner, Lionel Gardner	Bluestone Energy Partners	Lease Agreement	39569	18-280-2	39812	1426/338		Harrison

WV		Kimberly A. Male	Antero Resources Appalachian Corporation	Surface Use Agreement	39836	7-285-51	N/A	N/A		Harrison
WV		Kimberly A. Male	Antero Resources Appalachian Corporation	Amendment and Ratification of Surface Use Agreement	40744	7-285-51	40751	1473/1335		Harrison
WV		Norman I. Sines and Victoria D. Sines	Antero Resources Appalachian Corporation	Lease Agreement	41487	Grant Dist., Doddridge Co., WV; TM/P: 10/2	N/A	N/A		Doddridge
WV		Norman I. Sines and Victoria D. Sines	Antero Resources Appalachian Corporation	Memorandum of Lease	41487	Grant Dist., Doddridge Co., WV; TM/P: 10/2	41488	311/545		Doddridge
WV		Ronald G. Barnes	Antero Resources Appalachian Corporation	Ground Lease	41429	New Milton Dist., Doddridge Co., WV; TM/P: 1/10.3	N/A	N/A		Doddridge
WV		Ronald G. Barnes	Antero Resources Appalachian Corporation	Memorandum of Ground Lease Agreement	41429	New Milton Dist., Doddridge Co., WV; TM/P: 1/10.3	41562	315/384		Doddridge
WV		Doris J. Bee and Debbie Hileman, as Second Successor trustees of The Lawrence L. James Living Trust Dated July 18, 1996; and William Patrick James	Antero Resources Appalachian Corporation	Permanent Easement Agreement (Pipelines)	41248	Central District, Doddridge Co., WV; TM/P: 6/6	41249	304/242		Doddridge
WV		Doris J. Bee and Debbie Hileman, as Second Successor trustees of The Lawrence L. James Living Trust Dated July 18, 1996; and William Patrick James	Antero Resources Appalachian Corporation	Permanent Easement Agreement (Electrical-Communication Lines)	41248	Central District, Doddridge Co., WV; TM/P: 6/6	41249	304/249		Doddridge
WV		William Patrick James	Antero Resources Appalachian Corporation	Permanent Easement Agreement	41117	Central District, Doddridge Co., WV; TM/P: 6/6	41528	312/431		Doddridge
WV		Dean R. Pennington and Martha A. Pennington	Antero Resources Appalachian Corporation	Permanent Easement Agreement [Gas-Water Pipeline(s)]	41501	Grant Dist., Doddridge County, WV; TM/P: 16/21	41501	311/124		Doddridge
WV		Shawn A. Glaspell	Antero Resources Appalachian Corporation	Permanent Easement Agreement	41561	McClellan Dist., Doddridge Co., WV; TM/P: 11/34	41564	315/501		Doddridge
WV		John H. McClain	Antero Resources Appalachian Corporation	Agreement	41564	McClellan Dist., Doddridge Co., WV; TM/P: 11/25, 26, and 26.1	N/A	N/A		Doddridge
WV		John H. McClain, Roger A. McClain, II, Roger A. McClain, by Bryan E. Ash, his attorney-in-fact, and Stacy L. McClain, II	Antero Resources Appalachian Corporation	Road Easement Agreement	41474	New Milton Dist., Doddridge Co., WV; TM/P: 8/40	41474	310/263		Doddridge
		Mary Frances Harms, Nancy Louise Antill, Timothy R. O'Neill, Kathleen R. Hooven, Sharon S. O'Neill (formerly known as								

Sharon S. O'Neill
Stainken), Karah Leigh
Loftin, Kelcie Janeen
Loftin, Daniel J. O'Neill,
Romarlo, LLC, a Georgia
limited liability company,
Sean T. O'Neill and The
O'Neill Family Trust, by
Betty O'Neill Newsom
and Daniel J. O'Neill, its
Trustees; c/o Daniel J.
O'Neill

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
WV			Antero Resources Appalachian Corporation	Easement Agreement	41052		Union Dist., Ritchie Co., WV; TM/P: 14/10; 14/13.1; 14/3	41088 316/981		Ritchie
WV		Hattie Markle Jones W. Richard Robertson and L. Sue Robertson	Antero Resources Appalachian Corporation	Permanent Easement Agreement	41249		Meade Dist., Tyler Co., WV; TM/P: 15/5	41505 423/723		Tyler
OH			Antero Resources Corporation	Lease Agreement Option and	41487		36-0021031.000	N/A N/A		Noble
OH		W. Richard Robertson and L. Sue Robertson	Antero Resources Appalachian Corporation	Permanent Easement Agreement	41443		36-0021031.000	41540 231/679		Noble
OH		W. Richard Robertson and L. Sue Robertson	Antero Resources Corporation	Memorandum of Lease Agreement	41487		36-0021031.000 and 36- 0021039.000	41540 231/674		Noble
OH		J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	Lease Agreement	41487		0021042.000	N/A N/A		Noble
OH		J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	Permanent Easement Agreement (Pipelines)	41487		36-0021039.000 and 36- 0021042.000	41540 231/696		Noble
OH		J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	Permanent Easement Agreement (Access)	41487		36-0021039.000 and 36- 0021042.000	41540 231/712		Noble
OH		J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	Permanent Easement Agreement (Utilities)	41487		36-0021039.000 and 36- 0021042.000	41540 231/704		Noble
OH		J. J. Detweiler Enterprises, Inc.	Antero Resources Corporation	Memorandum of Lease Agreement	41487		36-0021039.000 and 36- 0021042.000	41540 231/690		Noble
OH		Carla Jean Grelles, fka Carla Jean Crum, Debra Ann Foraker, Gary Brett Baker, and Terry Quay Hague	Antero Resources Midstream LLC	Lease Agreement	41666		31-0021106.000	N/A N/A		Noble
OH		Carla Jean Crum, Debra Ann Foraker, Gary Brett Baker and Terry Quay Hague	Antero Resources Appalachian Corporation	Option Agreement and Permanent Easement Agreement	41426		31-0021106 & 31- 0051218	41668 239/729		Noble
OH		Carla Jean Grelles, fka Carla Jean Crum, Debra Ann Foraker, Gary Brett Baker and Terry Quay Hague	Antero Resources Midstream LLC	Memorandum of Lease Agreement	41666		31-0021106.000	41668 239/720		Noble
OH		Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	Lease Agreement	41317		37-0011295.000 and 37- 0021294.000	N/A N/A		Noble
OH		Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	Permanent Easement Agreement (Pipelines)	41317		37-0011295.000 and 37- 0021294.000	41338 219/726		Noble

OH		Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	Permanent Easement Agreement (Access)	41317		37-0011295.000 and 37- 0021294.000	41338 219/734		Noble
OH		Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	Permanent Easement Agreement (Utilities)	41317		37-0011295.000 and 37- 0021294.000	41338 219/742		Noble
OH		Jeffrey Scott Hill and Tammy Y. Hill, Trustees of The Hill Family Trust, dated March 4, 2004 and amended in its entirety on March 27, 2012	Antero Resources Appalachian Corporation	Memorandum of Lease Agreement	41317		37-0011295.000 and 37- 0021294.000	41338 219/719		Noble

LOC	LATERAL	GRANTOR	GRANTEE	AGREEMENT	EXECUTED ON	PARCEL TAX ID	RECORDING DATE	BOOK PAGE INSTRUMENT	CONSENT TO ASSIGN	COUNTY
OH	BARNESVILLE H2O	DAWSON, JAMES A.	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	6/6/2014			37-00458 37-00459	NO CONSENT REQUIRED	BELMONT
OH	BARNESVILLE H2O	MILLER, RICHARD	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	6/4/2014			37-00462	NO CONSENT REQUIRED	BELMONT
OH	BARNESVILLE LINE	SMEAL, ROBERT	ANTERO RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/22/2013	37-0000214.000	3/19/2014	269/433 #201400074329	CONSENT TO ASSIGN NOT REQUIRED	BELMONT

OH	BARNESVILLE LINE	GROVES, JUDY ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	10/11/2013	37-0000330.000 37-0000355.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	SCHNEGG, ROGER	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	11/16/2013	37-0000395.003 37-0001288.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	WILCOX, HELEN	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	11/21/2013	37-0000358.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	WEAVER, ADREW ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	11/25/2013	37-0000358.000	465/121 201400004473		CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	INHERST, FLOYD	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/27/2013	37-0000377.000	3/21/2014 #201400004696	466/39	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	PHILLIPS, DANIEL ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	11/1/2013	37-0000395.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	KETTLEWELL, HARRY ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	10/12/2013	37-0000409.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	GROVES, JUDY ET UX	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/11/2013	37-0000446.000	3/24/2014 #201400004474	465/130	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	DAWSON, JAMES	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	9/27/2013	37-0000458.000 37-0000459.000	3/21/2014 #201400004695	466/31-38	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	MILLER, WESLEY ET AL	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	9/26/2013	37-0000461.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	TROYER, RUBEN	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/23/2013	37-0000530.007	3/21/2014 #201400004697	466/47	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	TIMMONS, CHARLES ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	12/5/2013	37-0000598.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	PERKINS, ERIC ET UX	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/29/2013	37-0000642.000	3/18/2014 201400004472	465/113 #	CONSENT TO ASSIGN NOT REQUIRED	BELMONT

OH	BARNESVILLE LINE	CHAPPELL, GEORGE ET UX	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/10/2013	37-0001194.000	3/18/2014 #201400004476	465/146	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	JOHNSON, FREDERICK, TRUSTEE	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	11/21/2013	37-0001302.001 37-00404.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	MILLER, RICHARD ET AL	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	9/26/2013	37-00403.000 37-00211.000			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	DAWSON, JAMES A.	RESOURCES CORPORATION ANTERO	MEMORANDUM OF CONSIDERATION FOR PERMANENT ROAD ACCESS EASEMENT AGREEMENT	9/29/2014	37-00458			NO CONSENT REQUIRED	BELMONT
OH	BARNESVILLE LINE	DAWSON, JAMES A.	RESOURCES CORPORATION ANTERO	MEMORANDUM OF CONSIDERATION FOR SURFACE FACILITY EASEMENT AGREEMENT	9/29/2014	37-00458			NO CONSENT REQUIRED	BELMONT
OH	BARNESVILLE LINE	MILLER, RICHARD	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	9/26/2013	37-00462.000	3/14/2014 #201400004475	465/138-145	CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	BARNESVILLE LINE	TROYER, RUBEN	RESOURCES CORPORATION ANTERO	TEMPORARY WAREYARD/ROAD ACCESS AGREEMENT	1/9/2013	37-00530.002 37-00530.007			CONSENT TO ASSIGN NOT REQUIRED	BELMONT
OH	Hothem 3	Hothem Family Properties	RESOURCES CORPORATION ANTERO	Water Impoundment and Compensation Agmt FW 3	6/19/2014	37-00365.000 37-00364.000				BELMONT
OH		Hothem Family Properties	RESOURCES CORPORATION ANTERO	Water Impoundment and Compensation Agmt FW 3	5/23/2014	Section 30 37-00365/37-00364	7/8/2014	278/796-797	Yes	BELMONT
OH		The Village of Barnesville	RESOURCES CORPORATION ANTERO	WATER WITHDRAWAL AGREEMENT	5/1/2013	Somerset Twshp	7/26/2013	408/357	yes	BELMONT
OH		The Village of Barnesville	RESOURCES CORPORATION ANTERO	WATER WITHDRAWAL AGREEMENT	5/1/2013	Warren Twshp-Section 13-Barnesville Park Lake	7/26/2013	408/355	yes	BELMONT
WV	ROCK RUN WATER	DAVIS JONATHAN L. AND LOUELLA	RESOURCES CORPORATION ANTERO	TEMP WATER LINE	7/25/2014	1-7-2	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	ADRIAN	ADRIAN, GEORGE ET AL	RESOURCES CORPORATION ANTERO	TEMPORARY SURFACE FACILITY AND TEMPORARY ABOVE GROUND WATERLINE AND TEMPORARY ACCESS ROAD AGREEMENT	1/20/2014	6-3-1.1			NO CONSENT REQUIRED	DODDRIDGE
WV	BEE LEWIS	TURNER, GERALD ET UX	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/5/2012	8-19-8	2/22/2013	305/333 #172479	NOT REQUIRED	DODDRIDGE
WV	BEE LEWIS	TURNER, GERALD ET UX	RESOURCES CORPORATION ANTERO	SURFACE FACILITY EASEMENT	10/5/2012	8-19-8	9/4/2013	312/192 #182512	NOT REQUIRED	DODDRIDGE

WV	BEE LEWIS	BEE, LEWIS PAUL	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/13/2012	8-19-6 8-19-1	1/11/2013	304/556 #170546	NOT REQUIRED	DODDRIDGE
WV	BEE LEWIS	BEE, LEWIS PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION FOR ADDITIONAL LINES	10/27/2012	8-19-6 8-19-1	1/11/2013	304/536 #170541	NOT REQUIRED	DODDRIDGE
WV	BEE LEWIS TIE-IN	TURNER, GERALD & JUANITA	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT	5/14/2014	9-19-8	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BEE LEWIS TO FRITZ WATER	BARBARA J. LOVERN REVOCABLE LIVING TRUST LOVERN, BARBARA (individually)	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	5/3/2014	8-22-5.4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	Bee Lewis Water Impoundment	Lewis Paul Bee	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	8/4/2012	6-19	9/13/2013	312/700 183144	NO CONSENT REQUIRED	DODDRIDGE

WV	Bee Lewis Water Impoundment	Key Oil Company	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	2/19/2013	7-19	3/18/2013	305/534 173818	NO CONSENT REQUIRED	DODDRIDGE
WV	BEE-HWY50	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/12/2012	6-2-1	9/21/2012	302/696 #166790	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT AGREEMENT	2/20/2013	6-2-1	9/6/2013	312/277 #182687	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	SPIKER, SUE ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/27/2012	6-3-1	9/21/2012	302/708 #166792	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	SPIKER, SUE ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	4/26/2013	6-3-1	8/19/2013	311/218 #181743	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	HEASTER, CHARLES P. AND PATSY J, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/2/2012	8-23-1	2/22/2013	305/312 #172474	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	HEASTER, CHARLES P. AND PATSY J, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/3/2013	8-23-1	2/22/2013	305/312 #172474	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	HEASTER, CHARLES P. AND PATSY J, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	5/29/2013	8-23-1	9/4/2013	305/312 #172474	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	GAGNON, GEORGE L. & SUSAN C.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT AGREEMENT	2/19/2013	6-3-2	9/12/2013	312/578 #183048	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	GAGNON, GEORGE L. & SUSAN C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/9/2012	6-3-2	6/28/2012	301/588 #163918	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	HOLLAND, MARY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/24/2012	8-23-2	8/19/2013	311/201 #181740	ASSIGNMENT WITH LANDOWNER NOTICE AND APPROVAL REQUIRED. NO ASSIGNMENT WILL BE EFFECTIVE WITHOUT WRITTEN CONSENT FROM THE LANDOWNER, WHICH CONSENT WILL NOT BE UNREASONABLY WITHELD.	DODDRIDGE
WV	BEE-HWY50	HOLLAND, MARY	ANTERO RESOURCES APPALACHIAN CORPORATION	SUPPLEMENT	6/18/2013	8-23-2	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	ADRIAN, GEORGE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT AGREEMENT	2/8/2012	6-3-6	6/19/2013	309/508 #178267	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	ADRIAN, GEORGE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/11/2013	6-3-6	7/26/2012	302/135 #164846	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	LACY, RALPH M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/3/2012	6-1-8	9/21/2012	302/690 #166788	NOT REQUIRED	DODDRIDGE

ANTERO RESOURCES
MODIFICATION OF OPTION AND PERMANENT

WV	BEE-HWY50	LACY, RALPH M.	APPALACHIAN CORPORATION ANTERO RESOURCES	EASEMENT AGREEMENT	2/21/2013	6-1-8	9/6/2013	312/275 #182686	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	TURNER, GERALD C. & JUANITA L.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT (WATER)	11/10/2012	8-19-8	9/4/2013	312/219 #182514	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	TURNER, GERALD C. & JUANITA L.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/22/2012	8-19-8	9/21/2012	303/61 #166806	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	TURNER, GERALD C. & JUANITA L.	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/5/2012	8-19-8	9/4/2013	312/219 #182518	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	TURNER, GERALD C. & JUANITA L.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT (WATER)	4/24/2013	8-19-8	9/4/2013	312/219 #182514	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, DONALD L.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/20/2012	6-1-10	9/21/2012	302/702 #166791	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, DONALD L.	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF EASEMENT AGREEMENT	2/21/2013	6-1-10	6/18/2013	309/499 #178115	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	SECRIST, MARY FARR	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	4/6/2012	8-20-14	7/26/2012	302/129 #164845	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	SECRIST, MARY FARR	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE (WATER)	4/26/2013	8-20-14	8/19/2013	311/225 #181745	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BRITTON, MICHAEL ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	3/2/2012	8-19-15	9/19/2013	303/17 #166798	NOT REQUIRED	DODDRIDGE

WV	BEE-HWY50	BRITTON, MICHAEL ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT (WATER)	4/24/2013	8-19-15	8/19/2013	311/222 #181744	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	PERINE, IRA H.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/28/2012	8-19-22	9/21/2012	303/1 #166795	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, RONALD G.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/13/2012	6-1-10.3	9/21/2012	303/43 #166803	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, RONALD G.	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF OPTION AND EASEMENT AGREEMENT	3/14/2013	6-1-10.3	6/18/2013	309/499 #178115	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	BARNES, RONALD G.	APPALACHIAN CORPORATION ANTERO RESOURCES	GROUND LEASE AGREEMENT	6/4/2013	6-1-10.3	10/15/2013	315/384 #184756	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	RILL, ELWOOD & ELIZABETH	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-1-3 ; 6-1-4	6/28/2012	301/610 #163923	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	RILL, ELWOOD & ELIZABETH	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	3/15/2013	6-1-3 6-1-4	9/6/2013	312/277 #182687	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	ADRIAN, GEORGE W & BARBARA	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT	1/22/2012	6-3-1.1	7/26/2012	302/140 #164847	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	ADRIAN, GEORGE W. & BARBARA	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	5/8/2013	6-3-1.1	9/11/2013	312/467 #182978	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	MAXWELL, ROBERT G.	APPALACHIAN CORPORATION ANTERO RESOURCES	ROAD ACCESS AGREEMENT	5/2/2013	6-3-12 6-3-12.1	6/28/2012	301/565 #163909	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	MAXWELL, ROBERT G.	APPALACHIAN CORPORATION ANTERO RESOURCES	ROAD ACCESS AGREEMENT	4/27/2012	6-3-12.1	6/28/2012	301/565 #163909	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	MAXWELL, ROBERT G.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	5/2/2013	6-3-12.1 6-3-12	6/19/2013	309/514 #178269	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	COGAR, LINDA	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/9/2012	6-3-2.2	8/23/2013	311/473 #181989	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	COGAR, LINDA	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/9/2012	6-3-2.2	8/23/2013	311/473 #181990	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	COGAR, LINDA	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	2/26/2013	6-3-2.2	8/23/2013	311/473 #181990	NOT REQUIRED	DODDRIDGE

WV	BEE-HWY50	CLYNE, TIMOTHY R.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/27/2012	6-3-6.1	6/28/2012	301/621 #163925	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	CLAY, FREDDIE LEE & PATSY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/21/2012	8-19-23.1	9/21/2012	302/720 #166794	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	NELSON, BAILEY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/18/2012	8-19-23.2	9/21/2012	303/10 #166797	NOT REQUIRED	DODDRIDGE
WV	BEE-HWY50	NELSON, BAILEY	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	4/27/2012	8-19-23.2	9/21/2012	303/7 #166796	NOT REQUIRED	DODDRIDGE
WV	BEEL LEWIS TIE IN	TURNER, GERALD & JUANITA	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/14/2014	8-19-8			NO CONSENT REQUIRED	DODDRIDGE
WV	Bonnell to Swisher	Laura Hurst Nestor	ANTERO RESOURCES APPALACHIAN CORPORATION	Temp Above Ground WL AG	12/13/2013	12-7			Yes	DODDRIDGE
WV	Bonnell to Swisher	James and Jacqueline Bonnell	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment	9/20/2012	12-15	10/25/2012	303-602	Yes	DODDRIDGE
WV	Bonnell to Swisher	Coastal Forest Resources Company	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA	3/22/2012	12-17		Whitehair Pad	Yes	DODDRIDGE
WV	Bonnell to Swisher	Elton Whitehair	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA	12/9/2011	12-18	1/30/2012	262-636	Yes	DODDRIDGE
WV	Bonnell to Swisher	Dennis and Laura Cottrill	ANTERO RESOURCES APPALACHIAN CORPORATION	Temp Above Ground WL AG	12/13/2013	13-2	NA	NA	Yes	DODDRIDGE
WV	Bonnell to Swisher	Leoan Swisher	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA	7/18/2012	13-9	8/2/2012	302-271	Yes	DODDRIDGE
WV	BONNELL TO WOLF PEN	DAVIS, DOROTHY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/10/2013	6-4-38			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	COMSTOCK/SILVESTRE TRUSTS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/18/2013	6-8-39			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	DEVOL, NORMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/27/2013	6-8-41			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BOW, CHARLES T.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/26/2013	6-12-2			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BOWYER, NORMA SUE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/9/2013	6-8-5			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BURBRIDGE, ERMAN DALE	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	7/28/2014	6-8-6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BURBRIDGE, ERMAN DALE	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/28/2014	6-8-6			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BARR, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGREEMENT	6/12/2014	6-12-10			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	KEPLINGER, DALE AND MELISSA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/27/2013	6-8-17			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	BONNELL, JAMES & JACQUELINE	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT AND COMPENSATION AGREEMENT	9/20/2012	6-12-15.1			NO CONSENT REQUIRED	DODDRIDGE
WV	BONNELL TO WOLF PEN	COX, DENVER AND MARY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/17/2014	6-12-2.1			NO CONSENT REQUIRED	DODDRIDGE
WV	Bonnell Water Impoundment	James Theodore Barr Jr & Bernice JoAnn Barr	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	8/6/2012	10-12				DODDRIDGE
WV	Bonnell Water Impoundment	James F Bonnell & Jacqueline S Bonnell	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	5/12/2003	15-12				DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	CUTRIGHT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/27/2012	3-9-31	4/12/2012	299/113 #161846	NOT REQUIRED	DODDRIDGE

WV	CANTON CONNECTOR AND CANTON WATER	CUTRIGHT, EDWARD ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	5/27/2013	3-9-31	2/19/2014	321/73 #193763	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	CUTRIGHT, EDWARD ET AL	ANTERO RESOURCES CORPORATION	RATIFACATION AND CONFIRMATION OF AGREEMENTS	11/9/2013	3-9-31	1/2/2014	319/423 #190099	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/9/2011	3-13-17 3-13-21 3-13-22 8-9-6	3/28/2012	297/589 #161379	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/12/2012	3-13-17 3-13-21 3-13-22 8-9-6	4/23/2013	306/128 #175462	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	SWENTZEL, FRANCES L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/10/2012	3-13-6 3-13-7 3-13-13 3-13-14	4/12/2012	299/123 #161847	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	SWENTZEL, FRANCES L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	5/16/2013	3-13-6 3-13-7 3-13-13 3-13-14	2/19/2014	321/78 #193765	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, ETHYLN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/4/2012	3-6-26.9	10/3/2012	303/205 #167155	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, ETHYLN ET AL	ANTERO RESOURCES CORPORATION	BELOW GROUND WATER LINE	7/9/2013	3-6-26.9	2/19/2014	321/56 #193757	NOT REQUIRED	DODDRIDGE

WV	CANTON CONNECTOR AND CANTON WATER	WILLIAMS, LARRY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/2/2012	3-9-18 3-9-18.1 3-9-36	4/12/2012	299/129 #161848	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	WILLIAMS, LARRY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/26/2013	3-9-18 3-9-18.1 3-9-36	1/2/2014	319/404 #190091	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, JOHN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/3/2012	3-9-2.1	11/20/2012	304/89 #168825	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, JOHN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/2/2013	3-9-2.1	2/19/2014	321/52 #193756	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, BRIAN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/29/2012	3-9-2.2	10/3/2012	303/199 #167149	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	MCMILLAN, BRIAN ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	7/10/2013	3-9-2.2	2/19/2014	321/66 #193759	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	YERKEY, RONALD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/20/2012	3-9-3 3-9-4 3-9-19 3-9-9	10/3/2012	303/129 #161848	NOT REQUIRED	DODDRIDGE
WV	CANTON CONNECTOR AND CANTON WATER	YERKEY, RONALD	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	7/5/2013	3-9-3 3-9-4 3-9-19 3-9-9	8/7/2014	332/334 #206961	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	FORESTER, YVONNE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/19/2011	3-5-3	4/12/2012	299/97 #161843	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	FORESTER, YVONNE	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	5/1/2013	3-5-3	5/13/2013	309/239 #176394	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	JACKSON, VANCE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/13/2011	3-8-3	3/21/2012	297/479 #161188	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	JACKSON, VANCE	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/21/2013	3-8-3	1/2/2014	319/415 #190096	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	CRESSMAN, ERIC ARNOLD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/24/2012	3-2-5	4/2/2012	298/354 #161480	NOT REQUIRED	DODDRIDGE
	CANTON SOUTH AND		ANTERO RESOURCES	PERMANENT						

WV	CANTON WATER	CRESSMAN, ERIC ARNOLD	APPALACHIAN CORPORATION	EASEMENT AGREEMENT	2/27/2012	3-2-5	4/2/2012	298/348 #161479	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	CRESSMAN, ERIC ARNOLD	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	8/28/2013	3-2-5	2/19/2014	321/70 #193760	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	DOAK, KENNETH WANYNE & KAREN HALL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/22/2011	3-2-9	4/12/2012	299/86 #161841	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	DOAK, KENNETH WANYNE & KAREN HALL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	8/6/2013	3-2-9	2/19/2014	321/33#193749	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	SMITH, ROBERT J. & CINDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/6/2011	3-5-9	4/12/2012	299/108 #161845	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	SMITH, ROBERT J. & CINDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	4/28/2013	3-5-9	5/13/2013	309/243 #176395	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	ASH, WALLACE & IDA CATHERINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/12/2011	3-6-24	3/21/2012	297/470 #161187	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	ASH, WALLACE & IDA CATHERINE	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/26/2013	3-6-24	9/6/2013	312/260 #182680	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	LUCAS, ROGER J. & CARRI	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/25/2011	3-2-4.1	4/12/2012	299/92 #161842	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	LUCAS, ROGER J. & CARRI	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	7/10/2013	3-2-4.1	9/6/2013	312/269 #182683	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/23/2012	3-2-4.2	4/12/2012	299/75 #161840	REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	PRATT, DENZIL F. & SHIRLEY M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/21/2012	3-5-18 3-5-19 3-5-20	3/21/2012	297/480 #161189	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	PRATT, DENZIL F. & SHIRLEY M.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	4/27/2013	3-5-18 3-5-19 3-5-20 3-5-10	5/10/2013	309/223 #176284	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	CHESTNUT GROVE CHURCH TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/4/2011	3-5-30 3-5-30.1	3/21/2012	297/457 #161184	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	JORDAN FAMILY TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/4/2011	3-5-7 3-5-8	4/12/2012	299/102 #161844	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	JORDAN FAMILY TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	3/28/2013	3-5-7 3-5-8	5/10/2013	309/219 #176283	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	STANLEY, TOBY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/7/2011	3-6-18.1	3/21/2012	297/465 #161186	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	STANLEY, TOBY	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/20/2013	3-6-18.1	2/19/2014	321/38 #193753	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MARIN, GAETAN & MARY EDWINA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/12/2011	3-9-35 3-9-2.1	3/22/2012	297/463 #161201	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MARIN, GAETAN & MARY EDWINA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	3/1/2012	3-9-35 3-9-2.1	3/21/2012	297/463 #161185	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MARIN, GAETAN & MARY EDWINA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	7/16/2013	3-9-35 3-9-2.1	9/6/2013	312/260 #182680	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/30/2011	5-20-13.1	9/3/2013	424/826 #77107	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/10/2012	5-20-13.1	5/28/2013	417/20 #72895	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	8/25/2012	5-20-13.1	5/28/2013	417/25 #72896	NOT REQUIRED	DODDRIDGE
	CANTON SOUTH AND		ANTERO							

WV	CANTON WATER	MOORE, FOREST C. AND BRENDA L.	RESOURCES CORPORATION	OPTION FOR EASEMENT	7/21/2013	5-20-13.1	10/25/2013	429/765 #796645	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	MOORE, FOREST C. AND BRENDA L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/21/2013	5-20-13.1	10/25/2013	429/765 #796645	NOT REQUIRED	DODDRIDGE
WV	CANTON SOUTH AND CANTON WATER	HAMILTON, GARY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/20/2012	5-20-15; 5-10-4	4/30/2012	395/386 #59334	NOT REQUIRED	DODDRIDGE
WV	CANTON TO MELODY WATER	KIMBALL, MARVIN ET AL	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT	8/1/2014	3-2-16	N/A	N/A	NO CONSENT NEEDED	DODDRIDGE
WV	CANTON WATER	JUDITH A. NOLL	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	10/1/2013	3-13-28	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	BAKER, MARTY ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY EASEMENT AGREEMENT	7/7/2014	3-2-2	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	CANTON WATER	BLAND, ROBERT ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	10/28/2013	6-2-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	HAUG, ROBERT ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/9/2013	8-9-2	8/7/2014	332/339 #206962	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	MILLER, DOUG ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/18/2013	8-9-3	12/6/2013	318/564 #188593	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	HAMILTON, GARY L.	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	11/8/2013	5-10-4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	MOORE, DWIGHT ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	9/1/2013	8-9-6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	HAYDUK, ELIZABETH	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT FOR HWY CROSSING	9/6/2013	3-16-15	8/18/2014	332/511 #207904	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	LEATHERMAN, DELBERT E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/6/2013	3-16-15	8/18/2014	332/511 #207904	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	LEATHERMAN, DONNA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT FOR HWY CROSSING	9/6/2013	3-16-15	8/18/2014	332/511 #207904	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	LEATHERMAN, MICHAEL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT FOR HWY CROSSING	9/6/2013	3-16-15	8/18/2014	332/511 #207904	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	SULLIVAN, J NELSON ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/9/2013	3-17-17	1/2/2014	319/443 #190108	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	PENNINGTON, DEAN & MARTHA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/30/2013	3-16-21	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	FRASHURE, CLYDE RYAN JR	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/12/2013	3-16-1 3-16-4	1/2/2014	319/408 #190093	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	FRASHURE, CLYDE RYAN JR	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	10/3/2013	3-16-1 3-16-4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	FRASHURE, CLYDE RYLAN, JR.	ANTERO RESOURCES CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	3/15/2013	3-16-4 3-16-1	9/12/2013	312/581 #183049	NOT REQUIRED	DODDRIDGE
WV	CANTON WATER	CHESTNUT GROVE CHRISTIAN CHURCH	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/2/2013	3-5-30 3-5-30.1	8/19/2013	311/213 #181742	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	JORDAN FAMILY TRUST	ANTERO RESOURCES CORPORATION	VALVE SITE	3/28/2013	3-5-7; 3-5-8	9/9/2013	312/319 #182764	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	STANLEY, TOBEY	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	10/1/2013	3-6-18.1 3-9-3 3-9-4 3-9-19	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	YERKEY, RONALD	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	10/10/2013	3-9-9	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON WATER	RILL, ELWOOD & ELIZABETH	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/31/2013	6-1-3 6-1-4	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	CLINE WATER	FLUHARTY, MICHAEL ET AL	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/28/2014	6-15-1			NO CONSENT REQUIRED	DODDRIDGE
WV	DAINE DAVIS WATER	DAVIS, JONATHAN	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	8/22/2013	1-7-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DIANE DAVIS	DAVIS, JONATHAN	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/25/2014	1-7-1			NO CONSENT REQUIRED	DODDRIDGE
WV	DIANE DAVIS	DAVIS, JONATHAN L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	1-7-1	9/12/2013	312/523 #183040	NOT REQUIRED	DODDRIDGE

WV	DIANE DAVIS	DAVIS, JONATHAN AND LOUELLA	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/25/2014	1-7-2			NO CONSENT REQUIRED	DODDRIDGE
WV	DIANE DAVIS	DAVIS, LOUELLA DIANE AND JONATHAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/22/2013	1-7-2	12/6/2013	318/500 #188582	NOT REQUIRED	DODDRIDGE
WV	DIANE DAVIS LINE	DAVIS, JONATHAN L.	ANTERO MIDSTREAM LLC	OPTION TO PURCHASE TEMPORARY WATER LINE	8/25/2014	1-7-1	N/A	N/A	WRITTEN CONSENT	DODDRIDGE
WV	DIANE DAVIS WATER	DAVIS, JONATHAN & LOUELLA	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT		1-7-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON TO MCGILL WATER	D&M POWELL	ANTERO MIDSTREAM LLC	TEMPORARY ACCESS ROAD EASEMENT AGREEMENT	7/16/2014	1-9-38	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	DOTSON-HOLLAND WATER	McCLOY, ALVADORE McCLOY, FRANCES JEAN	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/12/2014	1-9-22	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON-HOLLAND WATER	TODD, KATHY R.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/14/2014	1-9-27	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	DOTSON-HOLLAND WATER	HOLLAND, KIMBERLEE K.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/14/2014	1-9-26.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-12-34	4/2/2012	298/367 #161482	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-12-34	4/2/2012	298/360 #161481	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CRISLIP, REXALL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS EASEMENT AGREEMENT	11/16/2012	6-12-34	9/19/2013	313/269 #183431		DODDRIDGE
WV	ERWIN HILLTOP	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/19/2012	6-12-34	4/10/2012	298/695 #161755	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	9/13/2012	6-12-34	11/20/2012	304/100 #168827	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	ERWIN, JOHN F.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	9/14/2012	6-12-34	11/20/2012	304/95 #168826	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FLUHARTY, MICHAEL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/23/2012	6-15-1	4/10/2012	299/01 #161759	NOTICE WITHIN 60 DAYS AFTER ASSIGNMENT	DODDRIDGE
WV	ERWIN HILLTOP	FLUHARTY, MICHAEL D., ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/25/2013	6-15-1	4/10/2012	299/61 161259		DODDRIDGE
WV	ERWIN HILLTOP	CORNE, CHARLES W., JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	7/16/2012	6-14-16	9/12/2013	312/545 #183043	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CORNE, CHARLES W., JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/24/2013	6-14-16	4/10/2012	298/709 #161757	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	NICHOLSON, RICHARD KELLY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2011	6-12-33 6-15-2.2	9/17/2013	313/99 #183249	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	NICHOLSON, RICHARD KELLY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	5/13/2012	6-12-33 6-15-2.2	9/17/2013	313/105 #183250	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	NICHOLSON, RICHARD KELLY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	5/13/2013	6-12-33 6-15-2.2	9/17/2013	313/108 #183251	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	HAWKINBERRY, DENZIL W., II ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/27/2012	6-14-16.3	4/10/2012	298/702 #161756	NOT REQUIRED	DODDRIDGE

WV	ERWIN HILLTOP	CARL HINTER HEIRS; BURTON, VIVIAN E. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/28/2011	6-15-13.2	4/10/2012	298/687 #161754	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CARL HINTER HEIRS; BURTON, VIVIAN E. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	8/12/2012	6-15-13.2	10/5/2012	303/300 #167311	NOT REQUIRED	DODDRIDGE

ANTERO

WV	ERWIN HILLTOP	CONRAD, ROBERT G. ET AL	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/8/2012	6-15-13.2	4/10/2012	298/717 #161758	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	CONRAD, ROBERT G. ET AL	RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/24/2013	6-15-13.2	9/17/2013	313/7 #183232	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FARROW, JOAN R.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/21/2011	6-15-2 6-15-3	4/10/2012	299/10 #161760	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FARROW, JOAN R.	RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/18/2013	6-15-2 6-15-3	9/17/2013	313/56 #183244	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FRONC, JACEK	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/3/2012	6-15-2.1	10/24/2012	303/578 #167995	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FRONC, JACEK	RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	4/6/2012	6-15-2.1	12/9/2013	318/644 #188830	NOT REQUIRED	DODDRIDGE
WV	ERWIN HILLTOP	FRONC, JACEK	RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	5/22/2013	6-15-2.1	9/17/2013	313/60 #183245	NOT REQUIRED	DODDRIDGE
WV	Foreman Water Impoundment	Burner Land Co. Inc	RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	7/16/2012	9-7	7/25/2012	302/83 164798	NOT REQUIRED	DODDRIDGE
WV	Foreman Water Impoundment	Dennis Foreman	RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	5/3/2012	10-7	5/24/2012	301/108 162979	NOT REQUIRED	DODDRIDGE
WV	Foreman Water Impoundment	Lawrence J Jones and Jacqueline Jones	RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	8/16/2012	12.2-6	8/28/2012	275/456 165999	NOT REQUIRED	DODDRIDGE
WV	Foreman Water Impoundment	Clevenger, Richard D. & Margeurite A.	RESOURCES APPALACHIAN CORPORATION	Access Road Aggreement	5/3/2012	21-7			NOT REQUIRED	DODDRIDGE
WV	FRITZ WATER	KEY OIL COMPANY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	8/12/2014	8-19-7 8-19-13 8-19-19			NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ WATER	DOTSON, LARRY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/27/2014	8-22-2 8-22-3 8-22-4			NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ WATER	KILEY, JOSEPH & JACQUELINE	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/26/2014	8-22-5.1			NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ WATER	BARBARA LOVERN TRUST	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/3/2014	8-22-5.4			NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ WATER	MUMMA, CARROL	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/29/2014	8-22-5.6			NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ WATER LINE	DOTSON, LARRY	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/26/2014	8-22-2 8-22-3 8-22-4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ WATER LINE	KILEY, JOSEPH & JACQUELINE	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/26/2014	8-22-5.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	FRITZ WATER LINE	MUMMA, CARROLL MUMMA, JOANN	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/29/2014	8-22-5.6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	Heflin Water Impoundment	Clifford Bash	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	1/6/2012	32-11	2/25/2013	305/363 172511	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Bernard Hurst Jr and Carol Hurst	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	10/9/2012	32-11	11/8/2012	304/13 168389	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Laura Matunda	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	12/14/2012	32-11	2/25/2013	305/386 172520	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Kristi Nicholson	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	10/17/2012	32-11	11/8/2012	304/23 168394	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Clarence Everett Sperry and Josephine H Sperry	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	11/9/2012	32-11	12/5/2012	304/197 169164	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Janet Sperry	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	11/3/2012	32-11	12/5/2012	304/195 169163	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Diane Sperry	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	11/5/2012	32-11	12/5/2012	304/199 169165	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Jean A Nicholson	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	10/10/2012	32-11	11/8/2012	304/21 168393	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Gary L Nicholson and Shirley Nicholson	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	11/5/2012	32-11	12/5/2012	304/209 169170	NO CONSENT REQUIRED	DODDRIDGE

WV	Heflin Water Impoundment	Katherine Taylor	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	4/30/2013	32-11	7/23/2013	310/509 180217	NO CONSENT REQUIRED	DODDRIDGE
WV	Heflin Water Impoundment	Jeffrey J Ford	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	10/26/2012	36-11	11/8/2012	303/723 168379	NO CONSENT REQUIRED	DODDRIDGE
WV	Hinter Heirs North Water Impoundment	David & Vivian Burton and Richard and Loreta Delaney	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	12/20/2012	12-15	2/25/2013	305/383 172519	NO CONSENT REQUIRED	DODDRIDGE
WV	Hinter Heirs South Water Impoundment	David & Vivian Burton and Richard and Loreta Delaney	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	12/20/2012	12-15			NO CONSENT REQUIRED	DODDRIDGE
WV	HINTER HEIRS TO CLINE WATER	FLUHARTY, MICHAEL D. FLUHARTY, RICHARD P. FLUHARTY, ROBERT L.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/28/2014	6-15-1	N/A		NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 CROSSING	LAW, RONALD L.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS	9/27/2013	6-2-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 CROSSING	RACE, FRANK W., ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	8/22/2013	8-13-18	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	HWY 50 CROSSING	RILL, ELWOOD P., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/31/2013	6-1-3 8-16-5 8-16-6 8-17-2	6-1-4 10/2/2014	336/89 #212302	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 CROSSING	BALLENGER, JAMES M., ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE	10/22/2013	8-17-2 8-17-2.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	LAW, RONALD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/8/2013	6-2-1	2/19/2014	321/161 #193872	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	COTTRILL, TIMOTHY ET UX	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	8/24/2013	8-13-15	2/26/2014	321/250	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	WASMER, SEAN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/14/2013	8-13-17	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	RACE, FRANK ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2013	8-13-18	12/9/2013	318/627 #188822	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BLAND, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	3/30/2012	3-16-15.2	12/9/2013	318/647 #188832	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BLAND, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/6/2012	3-16-15.2	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	HALL DRILLING, LLC	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/12/2013	8-13-16.3	10/2/2014	336/70 #212299	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	WASMER, RODNEY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/14/2013	8-13-16.5	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BALLENGER, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2013	8-16-5 8-16-6 8-17-2 8-17-2.1	2/26/2014	321/236 #194165	NOT REQUIRED	DODDRIDGE
WV	HWY 50 XING	HICKMAN, MARK & BRENDA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WORKSPACE	3/26/2014	3-19-4	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	LEATHERMAN, MICHAEL ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/11/2013	3-16-15	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	LEATHERMAN, MICHAEL ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	12/11/2013	3-16-15	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BLAND, JAMES ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY WORKSPACE AGREEMENT	12/13/2013	3-16-15.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BLAND, JAMES A. & ANGELA HASS, RONALD M. & JAMIE	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	3/25/2014	3-16-15.2	8/18/2014	332/525 #207905	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING	BLAND, JAMES A. & ANGELA HASS, RONALD M. & JAMIE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	3/25/2014	3-16-15.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY 50 XING CANTON WATER	LEATHERMAN, DELBERT E. & DONNA M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/6/2013	3-16-15	8/18/2014	332/511 #207904		DODDRIDGE
WV	HWY 50 XING CANTON WATER	LEATHERMAN, DELBERT E. & DONNA M.	ANTERO RESOURCES CORPORATION	PERMANENT ACCESS ROAD	8/19/2014	3-16-15			NO CONSENT REQUIRED	DODDRIDGE

WV	HWY 50 XING CANTON WATER	WALLS, TERRY ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/6/2013	8-9-4.1	12/9/2013	318/634 #188824	NOT REQUIRED	DODDRIDGE
WV	HWY CROSSING	BOWYER, DAVID	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/11/2013	3-16-14			NO CONSENT REQUIRED	DODDRIDGE
WV	HWY CROSSING	BOWYER, DAVID	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	9/11/2013	3-16-14	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY CROSSING	JETT, GLORIA J.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/26/2013	3-16-19	OPTION ONLY	OPTION ONLY	NO CONSENT REQUIRED	DODDRIDGE
WV	HWY CROSSING	STRICKLING, JOHN P., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT FOR HWY CROSSING	9/16/2013	8-13-16.1	10/2/2014	336/78 #212300	NO CONSENT REQUIRED	DODDRIDGE

WV	James Webb Fresh Water Impoundment	James E Webb	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	5/8/2013	3-15				DODDRIDGE
WV	JON DAVIS	DAVIS, JONATHAN L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/20/2012	1-7-1	9/19/2013	313/263 #183430	NOT REQUIRED	DODDRIDGE
WV	JON DAVIS	DAVIS, JONATHAN L.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	2/3/2014	1-7-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	JON DAVIS	COTTRILL, BRENT SCOTT & LAURA MARIE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/13/2012	1-7-20 (1-6-43)	9/11/2013	312/419 #182965	NOT REQUIRED	DODDRIDGE
WV	JON DAVIS	COTTRILL, BRENT SCOTT & LAURA MARIE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/28/2012	1-7-20 (1-6-43)	2/8/2013	305/111 #171726	NOT REQUIRED	DODDRIDGE
WV	LAKE TO HEFLIN (TICHENAL H2O)	MORGAN, MONA LEE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	7/17/2014	4-11-26	N/A		NO CONSENT REQUIRED	DODDRIDGE
WV	Lake Water Impoundment	Big United Methodist Church	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road Agreement	3/4/2013	9-12				DODDRIDGE
WV	LAW TO SHERWOOD	SUTTON, JEREMY AND AMANDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND EASEMENT FOR ADDITIONAL PIPELINE	3/14/2012	3-19-39	6/19/2013	309/517 #178270	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	SUTTON, JEREMY AND AMANDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/26/2012	3-19-39	6/28/2012	301/615 #163924	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	POWELL, DENNIS AND MELLIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/7/2011	3-19-33; 3-19- 32; 3-19-31.2; 3-19-31.1; 3-19- 31; 3-19-10	11-7-2011 & 12-2-2011	294/579 #157890 & 295/38 #158340	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	RIVERS, HOWARD J. AND TAMMY S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/15/2012	6-2-11.1	9/12/2012	302/673 #166785	NOT REQUIRED	DODDRIDGE

WV	LAW TO SHERWOOD	BLAND, ROBERT C. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/12/2012	6-2-2 6-2-4 6-2-8	9/21/2012	302/682 #166787	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	BLAND, ROBERT C. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION FOR ADDITIONAL LINES	2/20/2013	6-2-2 6-2-4 6-2-8	9/18/2012	302/679 #166786	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	BLAND, ROBERT C. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/20/2013	6-2-2 6-2-4 6-2-8	8/21/2013	311/459 #181869	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	NESLER, CHARLES E., II	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/8/2012	6-2-7 6-4-7	6/28/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE
WV	LAW TO SHERWOOD	NESLER, CHARLES E., II	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/15/2013	6-2-7 6-4-7	6/28/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE
WV	Lemley Water Impoundment	HFP LLC	ANTERO RESOURCES CORPORATION	SUA and Compensation	1/16/2014	5-13				DODDRIDGE
WV	Lemley Water Impoundment	Mt Salem Revival Grounds	ANTERO RESOURCES CORPORATION	Water Impoundment Agreement	10/15/2013	10 -13 10.1-13 11/11.2-	12/5/2013	318/452 188519	NO CONSENT REQUIRED	DODDRIDGE
WV	Lemley Water Impoundment	Jefferey D Hill, Craig A Hill, and Phillip N Hill	ANTERO RESOURCES CORPORATION	SUA and Compensation	10/2/2013	13/11.3-13/35- 13 11/11.2-	12/5/2013	318/444 188516	NO CONSENT REQUIRED	DODDRIDGE
WV	Lemley Water Impoundment	Brian D Lemley/Rick A Lemaster & Christy M Lemaster	ANTERO RESOURCES CORPORATION	SUA and Compensation	11/12/2013	13/11.3-13/35- 13	1/23/2014	320/99 191544	NO CONSENT REQUIRED	DODDRIDGE
WV	Lemley Water Impoundment	Dennis S Powell and Kay L Powell	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	2/7/2013	7.8-10/25-10				DODDRIDGE

WV	M.I.C TO NALLEY	FOSTER, YVONNE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	2/15/2014	3-5-3			NO CONSENT REQUIRED	DODDRIDGE
WV	Marsden Water Impoundment	Richard E Marsden & Wilma J Marsden	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	3/-/2012	16-4	7/23/2014	331/436 205723	NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ROBERT KEITH ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/4/2012	1-10-18	9/17/2013	313/19 #183234	NOT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ROBERT KEITH ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	12/4/2012	1-10-18	9/17/2013	313/26 #183235	NOT REQUIRED	DODDRIDGE
WV	MCGILL	CLARK, TERESA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/6/2012	1-10-19	2/8/2013	305/104 #171725	NOT REQUIRED	DODDRIDGE

WV	MCGILL	MOORE DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/12/2012	1-10-20	2/8/2013	305/123 #171729	NOT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/30/2012	1-10-20	2/8/2013	305/129 #171730	NOT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	5/29/2013	1-10-20	2/8/2013	305/131 #171731	NOT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	11/19/2013	1-10-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	11/19/2013	1-10-20			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	MCGILL, FRANK E. & SHIRLEY M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT	12/12/2012	1-9-21	9/17/2013	313/40 #183237	NOT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ALBERT LAYTON	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/4/2012	1-10-18.1	9/17/2013	313/47 #183238	NOT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ALBERT LAYTON	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	12/6/2013	1-10-18.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	LEWIS, ALBERT LAYTON	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	12/6/2013	1-10-18.1			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL	MOORE, DARRELL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	10/30/2012	1-10-20 & 1-10-25	2/8/2013	305/136 #171732	NOT REQUIRED	DODDRIDGE
WV	MCGILL	CHIPPS, PERRY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/19/2012	1-10-27; 1-10-26; 1-10-28	8/26/2012	311/494 #182040	NOT REQUIRED	DODDRIDGE
WV	MCGILL TO DOTSON HOLLAND	MEYER, JOSEPH	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/18/2014	1-9-30			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL TO DOTSON HOLLAND	D&M POWELL LLC	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/28/2014	1-9-38			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL TO DOTSON HOLLAND	MCCLOY, ALVADORE	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/12/2014	1-9-22			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL TO DOTSON HOLLAND	DOTSON, ALLEN ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/29/2013	1-9-23			NO CONSENT REQUIRED	DODDRIDGE

WV	MCGILL TO DOTSON HOLLAND	TODD, KATHY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/14/2014	1-9-27			NO CONSENT REQUIRED	DODDRIDGE
WV	MCGILL TO DOTSON HOLLAND	HOLLAND, KIMBERLEE	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/14/2014	1-9-26.1			NO CONSENT REQUIRED	DODDRIDGE
WV	McGILL TO DOTSON-HOLLAND WATER	MEYER, JOSEPH J. MEYER, VIOLET F.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/18/2014	1-9-30 3-14-7 3-14-17.1 3-14-13 3-14-14 3-14-14.1	N/A		NO CONSENT REQUIRED	DODDRIDGE
WV	McGILL TO DOTSON-HOLLAND WATER	D & M POWELL, LLC	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/28/2014	3-4-10 3-5-11 3-5-11.1	N/A		NO CONSENT REQUIRED	DODDRIDGE
WV	MELODY FWI TO MISERY	ANTERO RESOURCES CORPORATION	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	5/1/2014				NO CONSENT REQUIRED	DODDRIDGE

ANTERO RESOURCES PERMANENT

WV	MIDPT TO GARRY	FLUHARTY, MICHAEL D.	APPALACHIAN CORPORATION ANTERO RESOURCES	EASEMENT AGREEMENT	2/23/2012	6-15-1	8/19/2013	311/188 #181734	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FLUHARTY, MICHAEL D.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	6/14/2013	6-15-1	8/19/2013	311/196 #181735	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	ROBINSON, RICHARD GARRY	APPALACHIAN CORPORATION ANTERO RESOURCES	SURFACE FACILITY AGREEMENT	10/29/2011	6-14-9	2/8/2013	305/195	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	ROBINSON, RICHARD GARRY	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	12/15/2011	6-14-9	2/8/2013	305/190 #171757	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	BURTON, VIVIAN E.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	12/28/2011	6-15-12	4/10/2012	298/687 #161754	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	BURTON, VIVIAN E.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	7/22/2013	6-15-12	4/10/2012	298/687 #161754	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	WHEELER, DONNA C. & CORNE, CHARLES W.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/29/2012	6-14-16	4/10/2012	298/709 #161757	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	WHEELER, DONNA C. & CORNE, CHARLES W.	APPALACHIAN CORPORATION ANTERO RESOURCES	SURFACE FACILITY AGREEMENT	7/16/2012	6-14-16	9/12/2013	312/545 #183043	NOT REQUIRED	DODDRIDGE

WV	MIDPT TO GARRY	NICHOLSON, RICHARD K.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	5/13/2013	6-12-33 & 6-15-2.2	9/17/2013	313/108 #183251	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	NICHOLSON, RICHARD K.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	12/2/2011	6-12-33 6-15-2.2	9/17/2013	313/99 #183249	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	NICHOLSON, RICHARD K.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	12/2/2011	6-12-33 6-15-2.2	9/17/2013	313/99 #183249	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	NICHOLSON, RICHARD K.	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF OPTION AND PERMANENT EASEMENT	5/13/2012	6-12-33 6-15-2.2	9/17/2013	313/105 #183250	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	CRISLIP, REXALL M. ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	5/9/2013	6-12-34 6-12-39	9/9/2013	312/292 #182713	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	CONRAD, ROBERT G. & IRENE T. BUSCH	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/8/2012	6-15-13.2	4/10/2012	298/717 #161758	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	CONRAD, ROBERT G. & IRENE T. BUSCH	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	6/24/2013	6-15-13.2	9/17/2013	313/7 #183232	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FARROW, JOAN R.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	12/21/2011	6-15-2 6-15-3	4/10/2012	299/10 #161760	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FARROW, JOAN R.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	6/18/2013	6-15-2 6-15-3	9/17/2013	313/56 #183244	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FRONC, JACEK	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/3/2012	6-15-2.1	10/24/2012	303/578 #167995	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FRONC, JACEK	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	5/22/2013	6-15-2.1	9/17/2013	313/60 #183245	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	FRONC, JACEK	APPALACHIAN CORPORATION ANTERO RESOURCES	TEMPORARY WORKSPACE AGREEMENT	10/10/2013	6-15-2.1	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MIDPT TO GARRY	CRISLIP, REXALL M. ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-15-8 6-15-9 6-12-34 6-12-39	4/2/2012	298/367 #161482	NOT REQUIRED	DODDRIDGE

WV	MOORE AND CANTON WATER	FRASHURE, CLYDE RYLAN, JR.	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	3/15/2013	3-16-4 3-16-1	9/12/2013	312/581 #183049	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	NOLL, JUDITH A.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	12/22/2011	3-13-38	3/28/2012	297/533 #161369	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	NOLL, JUDITH A.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	3/29/2013	3-13-38	9/11/2013	312/463 #182976	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	HAUG, ROBERT & BETTY	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT ROAD ACCESS	2/27/2012	8-9-2	3/28/2012	297/583 #161377	NOT REQUIRED	DODDRIDGE

WV	MOORE AND CANTON WATER	FRASHURE, CLYDE RYLAN, JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	2/15/2012	38062	3/28/2012	297/529 #161368	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	HOLDEN, PRESTON THEODORE, JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/5/2012	3-16-13	3/28/2012	297/539 #161370	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	HOLDEN, PRESTON THEODORE, JR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	8/9/2013	3-16-13	1/2/2014	319/433 #190105	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	SULLIVAN, J. NELSON & ELLEN JOAN, H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	3/19/2012	3-17-17	4/27/2013	299/433 #162234	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	JETT, GLORIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/25/2013	3-16-19	3/28/2012	297/563 #161374	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	JETT, GLORIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	6/25/2013	3-16-19	1/2/2014	319/429 #190102	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	UNDERWOOD, ROGER ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/17/2011	3-13-29	3/28/2012	297/570 #161375	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	UNDERWOOD, ROGER ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	4/8/2013	3-13-29	9/19/2013	313/327 #183441	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/9/2011	3-13-17 3-13-21 3-13-22	3/28/2012	297/589 #161379	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	4/8/2012	3-13-17 3-13-21 3-13-22	9/4/2013	312/214 #182517	NOT REQUIRED	DODDRIDGE

WV	MOORE AND CANTON WATER	MOORE, DWIGHT E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	10/9/2012	3-13-17 3-13-21 3-13-22	11/5/2013	316/623 #186377	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	FRASHURE, CLYDE RYLAN, JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/20/2011	3-16-1 3-16-4	3/28/2012	297/553 #161372	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	BLAND, JAMES ET UX AND HASS, RONALD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	3/30/2012	3-16-15.2	4/27/2012	299/437 #162235	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MERRITT, VIRGINIA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/26/2011	3-16-4.2	3/28/2012	297/595 #161380	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	MERRITT, VIRGINIA M.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	5/12/2013	3-16-4.2	1/2/2014	319/419 #190097	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	GRIM, TERRY L. & KATE R., H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/10/2011	3-16-6 3-16-5	4/27/2012	299/427 #162233	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	GRIM, TERRY L. & KATE R., H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	2/24/2012	3-16-6 3-16-5	3/28/2012	297/559 #161373	NOT REQUIRED	DODDRIDGE
WV	MOORE AND CANTON WATER	GRIM, TERRY L. & KATE R., H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	5/27/2013	3-16-6 3-16-5	2/19/2014	321/157 #193869	NOT REQUIRED	DODDRIDGE
WV	CANTON TO MELODY	LORKOVICH, LEONA ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/10/2013	3-5-2			NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON TO MELODY	COSTILOW, CHARLRES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2013	3-5-6			NO CONSENT REQUIRED	DODDRIDGE
WV	MOORE CANTON TO MELODY	KIMBALL, MARVIN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	8/11/2014	3-2-16			NO CONSENT REQUIRED	DODDRIDGE
WV	MOORE CANTON TO MELODY	JORDAN FAMILY PARTNERSHIP	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/30/2013	3-5-7 3-5-8 3-5-15			NO CONSENT REQUIRED	DODDRIDGE
WV	MOORE TO R. J. SMITH	RUBLE, SCOTTY & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	1/16/2014	3-9-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MOORE TO R. J. SMITH	RUBLE, SCOTTY & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	1/16/2014	3-9-2			NO CONSENT REQUIRED	DODDRIDGE
WV	MORRIS	HILL, JAMES ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/22/2011	3-10-15 3-10-9	12/21/2011	295-263 #158687	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	COTTRILL, WILLIAM F., JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	8/17/2012	1-6-1	2/22/2013	305/300 #172471	NOT REQUIRED	DODDRIDGE
			ANTERO RESOURCES	PERMANENT						

WV	MOUNTAIN	COTTRILL, WILLIAM F., JR.	APPALACHIAN CORPORATION	EASEMENT AGREEMENT	4/1/2014	1-6-1	2/22/2013	305/307 #172473	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	COTRILL, WILLIAM FINLEY, JR.	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT TO PURCHASE COMPRESSOR SITE	10/27/2013	1-6-1	N/A	N/A	CONSENT REQUIRED CONSENT SIGNED 11/15/2013	DODDRIDGE
WV	MOUNTAIN	JAMES, WILLIAM PATRICK ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/27/2012	1-6-6	2/19/2013	408/549 #68567	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	FRAME, JOHN T. HARRIS, GARY HARRIS, MICHAEL HARRIS, JANET	ANTERO MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	5/14/2014	1-6-14			NO CONSENT REQUIRED	DODDRIDGE
WV	MOUNTAIN	KELLEY, CHARLES & KIMELA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	7/22/2013	1-6-47; 1-6-12 3-14-7 & 3-14-7.1 & 3-14-13 & 3-14-14 & 3-14-14.1 & 3-14-18 & 3-14-18.1 & 3-14-9 & 3-14-20 & 3-14-20.1 & 3-14-20.2	9/19/2013	313/222 #183422	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	POWELL, DENNIS & MELLIE	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	5/2/2013	3-14-7 3-14-7.1 3-14-13 3-14-14 3-14-14.1 3-14-18 3-14-18.1 3-14-19 3-14-20 3-14-20.1 3-14-20.2	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN	POWELL, DENNIS & MELLIE	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/28/2014	3-14-7.1; 3-14-19; 3-14-20; 3-14-20.1; 3-14-20.2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	MOUNTAIN	ZINN, ERNEST E & PATRICIA III	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/19/2012	3-14-7.1; 3-14-19; 3-14-20; 3-14-20.1; 3-14-20.2	2/21/2013	319/10 #20130000807	NOT REQUIRED	DODDRIDGE
WV	MOUNTAIN NORTH CANTON	ZINN, ERNEST E & PATRICIA III	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT TO ADD WATER LANGUAGE TO AGREEMENTS	12/26/2012	3-14-7.1; 3-14-19; 3-14-20; 3-14-20.1; 3-14-20.2	2/21/2013	319/17 #20130000808	NOT REQUIRED	DODDRIDGE
WV	CONNECTOR	YEATER, REXALL WAYNE	ANTERO RESOURCES CORPORATION	OPTION AGREEMENT	8/24/2013	5-12-35	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	CONNECTOR	JONES, RONALD R., SR. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT TO ADD WATER LINES	10/2/2012	5-17-12	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	Pearl Jean North Water Impoundment	Dean R Pennington and Martha A Pennington	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	2/8/2013	21/28/1/51-16/17/20/20				DODDRIDGE
WV	Pearl Jean South Water Impoundment	Dean R Pennington and Martha A Pennington	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	2/8/2013	21/28/1/51-16/17/20/20				DODDRIDGE
WV	PRIMM	BOYCE, CARLTON ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/24/2013	1-12-4	9/11/2013	312/396 #182955	NOT REQUIRED	DODDRIDGE
WV	PRIMM	MITCHELL, DAVID ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/24/2013	1-12-6	9/12/2013	312/557 #183045	NOT REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, LOREN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/14/2013	1-15-17	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	PRIMM	JONES, EVERETT	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/20/2012	1-12-21	9/12/2013	312/571 #183047	NONE REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	10/15/2012	1-10-27	8/26/2013	311/509 #182042	NOT REQUIRED	DODDRIDGE
WV	PRIMM	GAIN, TEDDY LEEMAN	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	12/19/2012	1-15-27	9/11/2013	312/426 #182967	NOT REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT		1-10-26				DODDRIDGE

WV	PRIMM	ET AL	CORPORATION	AGREEMENT	2/27/2013	1-10-27	PENDING	PENDING	NOT REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	9/21/2012	1-10-26 1-10-27			NONE REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/19/2012	1-10-26 1-10-27 1-10-28	8/26/2013	311/494 #182040	NONE REQUIRED	DODDRIDGE
WV	PRIMM	CHIPPS, PERRY W. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	10/15/2012	1-10-27 1-10-28	8/26/2013	311/504 #182041	NOT REQUIRED	DODDRIDGE
WV	PRIMM	DOTSON, PAUL E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/4/2013	1-12-10 1-12-12 1-12-13	9/12/2013	312/538 #183042	NOT REQUIRED	DODDRIDGE
WV	PRIMM	DOTSON, PAUL E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	3/7/2013	1-12-10 1-12-12 1-12-13	9/19/2013	313/343 #183446	NOT REQUIRED	DODDRIDGE
WV	PRIMM	JONES, EVERETT T. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/20/2012	1-12-11 1-12-28 1-12-29	9/19/2013	313/302 #183436	NONE REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, OLIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/9/2012	1-12-3 1-12-17 1-13-30	9/12/2013	312/564 #183046	NOT REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, OLIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	FACILITY EASEMENT AGREEMENT	12/14/2012	1-12-3 1-12-17 1-13-30	9/12/2013	312/584 #183050	NOT REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, OLIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/14/2012	1-12-3 1-12-17 1-13-30	9/12/2013	312/516 #183039	NOT REQUIRED	DODDRIDGE
WV	PRIMM	PRIMM, OLIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/31/2012	1-12-3 1-12-30 1-12-17	9/19/2013	313/225 #183423	NOT REQUIRED	DODDRIDGE
WV	PRIMM	BOYCE, CARLTON	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/25/2013	1-12-6.5	9/12/2013	312/538 #183042	NOT REQUIRED	DODDRIDGE
WV	PRIMM	LLOYD, JR., CECIL F. & KATHRYN L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/24/2013	1-15-9.6	1/9/2014	319/96 #190618	NOT REQUIRED	DODDRIDGE
WV	PRIMM	STOUT, RICHARD	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/28/2013	1-9-60 1-13-1	9/12/2013	312/550 #183044	NOT REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, OLIN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	12/14/2012	1-12-30	9/12/2013	312/584 #183050	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, OLIN & MARY	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/23/2014	1-12-1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, STANLEY R. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/16/2013	1-15-2	1/9/2014	319/570 #190612	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, STANLEY R. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/16/2013	1-15-2	1/9/2014	319/570 #190612	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, JOSEPH EDWARD AND JAMES E.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/18/2014	1-15-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, STANLEY WEBB, BRIAN WEBB, JAMES WEBB, RICHARD	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/5/2014	1-15-2	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, JAMES (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/6/2013	1-15-3	1/9/2014	319/563 #190611	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, JOSEPH E., ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	10/17/2013	1-15-3	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WEBB, JOSEPH EDWARD AND JAMES E.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/7/2014	1-15-3	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	MORRIS, I. L. (IKE)	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/11/2014	1-11-8	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	BRITTON, ROBERT L., ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/2/2013	1-11-11	10/2/2014	336/62 #212298	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	BRITTON, ROBERT & JACQUELINE	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/1/2014	1-11-11	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE

WV	PRIMM WEST	PRIM, OLIN & MARY	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	1/16/2014	1-12-17	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, LOREN AND RUTH	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	12/17/2013	1-15-17	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	MORRIS, I.L. (IKE)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/28/2013	1-11-8 3-37-1	1/30/2014	324/491 #20140000510	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIM, OLIN & MARY	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/16/2014	1-12-17 1-12-30	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, OLIN ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	7/31/2013	1-12-17 1-12-30	9/19/2013	313/225 #183423	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	PRIMM, OLIN ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & VALVE SITE AGREEMENT	12/14/2012	1-12-17 1-12-30 1-15-16.1	9/12/2013	312/516 #183039	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & VALVE SITE AGREEMENT	2/4/2013	1-12-36 1-12-37	PENDING	PENDING	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, SHIRLEY JEAN	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD AGREEMENT	9/22/2014	1-12-37.2 1-12-38			NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, SHIRLEY JEAN	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	9/22/2014	1-12-37.2 1-12-38			NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, SHIRLEY JEAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/24/2013	1-12-37.2 1-12-38	PENDING	PENDING	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	BRITTON, WILLIAM ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/8/2013	1-15-1.1 1-14-3 1-14-3.1	OPTION ONLY	OPTION ONLY	NONE REQUIRED	DODDRIDGE
WV	PRIMM WEST	HARRIS, JAMES E. AND ROBERT P.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/11/2014	1-15-2.9	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/3/2013	1-15-6 1-15-6.4	1/9/2014	319/586 #190616	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/10/2013	1-15-6.4	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE

WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	10/10/2013	1-15-6.4	10/2/2014	336/49 #212296	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	WILLIAMS, ROBERT C.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/3/2013	1-15-6.4 1-12-36 1-12-37	PENDING	PENDING	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	HILEY, ROGER L. & DANITA K	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/16/2014	1-15-6.6 1-15-8	10/2/2014	336/54 #212298	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	HILEY, ROGER L. & DANITA K	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	1/16/2014	1-15-6.6 1-15-8	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM WEST	HILEY, ROGER L. & DANITA K	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WORKSPACE	1/16/2014	1-15-6.6 1-15-8	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	PRIMM	DOTSON, PAUL & CYNTHIA AS TRUSTEES OF THE PAUL E. & CYNTHIA A. DOTON FAMILY TRUST	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/27/2014	1-12-10 1-12-12 1-12-13	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	R. J. SMITH	SWENTZEL, FRANCES	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	1/28/2014	3-13-6 3-13-7 3-13-13 3-13-14			NO CONSENT REQUIRED	DODDRIDGE
WV	R. J. SMITH	SWENTZEL, FRANCES	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	1/28/2014	3-13-6 3-13-7 3-13-13 3-13-14	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	ROBINSON, RICHARD GARY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/15/2011	6-14-9	2/8/2013	305/190 #171757	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	ROBINSON, RICHARD GARY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/15/2011	6-14-9	2/8/2013	305/190 #171757	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	ROBINSON, RICHARD GARY CORNE, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT	7/16/2012	6-14-9	2/8/2013	305/195 #171758	NOT REQUIRED	DODDRIDGE

WV	RICHARD GARRY	W. WHEELER, DONNA CORNE, CHARLES W.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/29/2012	6-14-16	4/10/2012	298/709 #161757	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	W. WHEELER, DONNA CORNE, CHARLES W.	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT	4/24/2013	6-14-16	9/17/2013	313/54 #183241	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	W. WHEELER, DONNA CORNE, CHARLES W.	RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	7/16/2012	6-14-16	9/12/2013	312/545 #183043	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	WHEELER, CHARLES W. & DONNA C.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/29/2012	6-14-16	4/10/2012	298/709 #161757	NOT REQUIRED	DODDRIDGE

WV	RICHARD GARRY	WHEELER, CHARLES W. & DONNA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	7/16/2012	6-14-16	9/12/2013	312/545 #183043	NOT REQUIRED	DODDRIDGE
WV	RICHARD GARRY	WHEELER, CHARLES W. & DONNA C.	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT	4/24/2013	6-14-16	9/17/2013	313/54 #183241		DODDRIDGE
WV	RICHARDS WATER LINE	PENNINGTON, DEAN & MAUREEN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/28/2013	6-11-3			NO CONSENT REQUIRED	DODDRIDGE
WV	ROCK RUN	DAVIS, JONATHAN AND LOUELLA	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/25/2014	1-7-2 1-4-33.1			NO CONSENT REQUIRED	DODDRIDGE
WV	ROCK RUN WATER	DAVIS, JONATHAN & LOUELLA	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT		1-7-2 & 1-4-33.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	Spiker Water Impoundment	Sue Ann Spiker and John Spiker	RESOURCES CORPORATION	Water Impoundment Agreement	10/15/2013	1-3			NO CONSENT REQUIRED	DODDRIDGE
WV	Spiker Water Impoundment	George W Adrian, Nelson W Ellmore & Donna J Ellmore, Larry A Bassett & Cynthia E Bassett, Paul S Crowley & Rhema M Crowley, and Ronnie Yopp	ANTERO RESOURCES CORPORATION	Water Impoundment Agreement	3/10/2014	1.1.3			NO CONSENT REQUIRED	DODDRIDGE
WV	SUA	I. L. (IKE) MORRIS	RESOURCES APPALACHIAN CORPORATION	TEMPORARY SURFACE USE AND COMPENSATION AGREEMENT	5/9/2013	6-7-1	7/23/2013	310/515 #180220	NOT REQUIRED	DODDRIDGE
WV	TEMPORARY WATER PUMP	ADRIAN, GEORGE & BARBRA ELLMORE, NELSON & DONNA BASSETT, LARRY & CYNTHIA CROWLEY, PAUL & RHEMA YOPP, RONNIE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY SURFACE FACILITY AND TEMPORARY ABOVE GROUND WATERLINE AND TEMPORARY ACCESS ROAD AGREEMENT	1/20/2014	6-3-1.1	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	TICHENAL WATER	CORDER, DONALD B. GREGORY, LINDA M.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	6/18/2014	4-12-3			NO CONSENT REQUIRED	DODDRIDGE
WV	TICHENAL WATER	GRAY, EDWARD B.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	6/23/2014	4-12-4.1				DODDRIDGE
WV	TICHENAL WATER (LAKE TO HEFLIN)	CORDER, DONALD ET AL	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	6/18/2014	4-12-3			NO CONSENT REQUIRED	DODDRIDGE
WV	TICHENAL WATER (LAKE TO HEFLIN)	MORGAN, MONA LEE	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/17/2014	4-11-26			NO CONSENT REQUIRED	DODDRIDGE
WV	TICHENAL WATER (LAKE TO HEFLIN)	GRAY, EDWARD	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	6/23/2014	4-12-4.1			NO CONSENT REQUIRED	DODDRIDGE
WV	TOMS FORK	COASTAL FOREST RESOURCES COMPANY	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/27/2013	6-8-35	6/19/2013	309/530 #178273	REQUIRED WITH WRITTEN CONSENT	DODDRIDGE
WV	TOMS FORK	SUTTON, JEREMY W. & AMANDA L. H/W	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/26/2012	3-19-39	6/28/2012	301/615 #163924	NOT REQUIRED	DODDRIDGE

WV	TOMS FORK	SUTTON, JEREMY, W & AMANDA L., H/W	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	3/14/2013	3-19-39	3/14/2013	309/517 #178270	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BLAND, ROBERT ET AL	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/17/2012	6-2-1	9/21/2012	303/83 #166811	NOT REQUIRED	DODDRIDGE
		BLAND, ROBERT ET UX (LE) PAESANO, LISA ET	ANTERO RESOURCES APPALACHIAN	PERMANENT EASEMENT				311/459		

WV	TOMS FORK	UX	CORPORATION	ANTERO	RESOURCES	PERMANENT	2/20/2013	6-2-1	8/21/2013	#181869	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	LAW, RONALD L.	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	1/12/2012	6-2-1	9/6/2013	302/696 #166790	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	LAW, RONALD L.	APPALACHIAN	ANTERO	RESOURCES	ADDITIONAL	2/20/2013	6-2-1	9/6/2013	312/275 #182686	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	MORRIS, I. L. (IKE)	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	6/2/2013	6-7-1	11/5/2013	316/611 #186368	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	MORRIS, I. L. (IKE)	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	6/26/2013	6-7-1	11/5/2013	316/611 #186368	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GAGNON, GEORGE L.	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/9/2012	6-3-2	6/19/2013	309/503 #178266	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GAGNON, GEORGE L.	APPALACHIAN	ANTERO	RESOURCES	ADDITIONAL	2/19/2013	6-3-2	9/12/2013	312/578 #183048	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GAGNON, GEORGE L.	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	5/13/2013	6-3-2	6/19/2013	309/504 #178266	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	LUOTTO, JOHN S.	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/7/2013	6-11-2	6/18/2013	309/492 #178114	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	MAXWELL, LEWIS F.	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	3/14/2013	6-11-2	6/19/2013	309/572 #178279	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BLAND, ROBERT AND TIMOTHY ET AL	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	1/17/2012	6-2-4	8/21/2013	311/466 #181870	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BLAND, ROBERT AND TIMOTHY ET AL	APPALACHIAN	ANTERO	RESOURCES	ADDITIONAL	2/20/2013	6-2-4	8/21/2013	311/466 #181870	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	YEAGER, CHARLES W. III	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/5/2012	6-11-4				DODDRIDGE
WV	TOMS FORK	WALLACE, ROBERT ET AL	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/15/2013	6-11-5	9/9/2013	312/340 #182771	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	ADRIAN, GEORGE ET UX	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/19/2013	6-3-6	9/6/2013	312/253 #182679	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	ADRIAN, GEORGE W., ET UX	APPALACHIAN	ANTERO	RESOURCES	TEMPORARY	10/28/2013	6-3-6	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	TOMS FORK	LACY, RALPH ET UX	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/3/2012	6-1-8	9/21/2012	302-690 166788	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	LACY, RALPH ET UX	APPALACHIAN	ANTERO	RESOURCES	ADDITIONAL	2/21/2013	6-1-8	9/19/2013	313/331 #183442	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	RANDOLPH, SALLY ANN	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	6/28/2013	6-7-8	9/19/2013	312/299 #182714	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	ROBINSON, GREGORY ET UX	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/3/2013	6-14-8	6/19/2013	309/583 #178281	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	ROBINSON, GREGORY ET UX	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/3/2013	6-14-8	6/19/2013	309/583 #178281	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	ROBINSON, RICHARD GARRY	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/11/2013	6-14-8	6/19/2013	305/190 #171757	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BARNES, DONALD	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	1/20/2012	6-1-10	9/21/2012	302/702 #166791	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BARNES, DONALD	APPALACHIAN	ANTERO	RESOURCES	ADDITIONAL	2/21/2013	6-1-10	9/6/2013	312/273 #182687	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	MAXWELL, ROBERT G.	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	3/6/2013	6-3-12	12/6/2013	318/557 #188592	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	SWIGER, ROBERT	APPALACHIAN	ANTERO	RESOURCES	PERMANENT	2/3/2013	6-8-12	6/19/2013	309/592 #178282	NOT REQUIRED	DODDRIDGE
			APPALACHIAN	ANTERO	RESOURCES	ACCESS ROAD				309/592		

WV	TOMS FORK	SWIGER, ROBERT	CORPORATION ANTERO RESOURCES	AGREEMENT	4/12/2013	6-8-12	6/19/2013	#178282	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	DEAN, NORMA GRACE	APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	3/4/2013	6-3-15	9/19/2013	309/550 #178275	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GOLA, DORTHY	MIDSTREAM LLC	TEMPORARY ACCESS ROAD AGREEMENT	7/9/2014	44716	N/A	N/A	N/A	DODDRIDGE

WV	TOMS FORK	POWELL, DENNIS ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT		3-19-10, 31,31.1,31.2,32,33			NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BARNES, RONALD G.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/13/2012	6-1-10.3	9/21/2013	303/43 #166803	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	BARNES, RONALD G.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	3/14/2013	6-1-10.3	6/18/2013	309/499 #178115	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	YEAGER, CHARLES W. III	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/5/2013	6-11-4; 6-11-5	6/19/2013	309/519 #178271	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	YEAGER, CHARLES W. III	APPALACHIAN CORPORATION ANTERO RESOURCES	SURFACE FACILITY EASEMENT AGREEMENT	6/17/2013	6-11-4; 6-11-5	9/9/2013	312/314 #182763	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	RILL, ELWOOD & ELIZABETH	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-1-3 6-1-4	9/6/2013	301/610 #163923	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	RILL, ELWOOD & ELIZABETH	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	3/15/2013	6-1-3 6-1-4	9/6/2013	312/277 #182687	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	RIVERS, HOWARD J. ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/17/2012	6-2-11.1	9/21/2012	302/696 #166790	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	RIVERS, HOWARD J. ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	2/22/2013	6-2-11.1	9/19/2013	313/341 #183445	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	NESLER, CHARLES E. II	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	5/8/2012	6-2-7 6-4-7	6/28/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	NESLER, CHARLES E. II	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	5/8/2012	6-2-7 6-4-7	6/28/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	NESLER, CHARLES E. II	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	2/19/2013	6-2-7 6-4-7	6/24/2013	305/565 #178646	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	GOLA, DOROTHY	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/13/2013	6-3-14 6-4-22	6/19/2013	309/557 #178276	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	JETT, EDWARD ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/14/2013	6-3-14 6-4-22 6-3-13	6/19/2013	309/564 #178278	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	JETT, EDWARD ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	SURFACE FACILITY EASEMENT AGREEMENT	6/26/2013	6-3-14 6-4-22 6-3-13	9/19/2013	313/276 #183432	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	COGAR, LINDA	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/9/2012	6-3-2.2	8/23/2013	311/473 #181989	NOT REQUIRED	DODDRIDGE

WV	TOMS FORK	COGAR, LINDA	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	2/26/2013	6-3-2.2	8/23/2013	311/479 #181990	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	CLYNE, TIMOTHY R. & REBECCA	APPALACHIAN CORPORATION ANTERO RESOURCES	SURFACE FACILITY EASEMENT AGREEMENT	2/21/2013	6-3-6.1	6/19/2013	312/309 #182760	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	CLYNE, TIMOTHY R. & REBECCA	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	3/20/2013	6-3-6.1	6/19/2013	309/511 #178268	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	CLYNE, TIMOTHY R. & DENISE DONAHOO	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/21/2013	6-3-7.2	11/5/2013	316/595 #186364	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	SUTTON FARMS, LLC	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	6/15/2013	6-7-2.1	9/19/2013	313/237 #183426	NOT REQUIRED	DODDRIDGE
WV	TOMS FORK	DAVIS, DOROTHY J.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	3/9/2013	6-8-1.1 6-8-2	6/19/2013	309/591 #178274	NOT REQUIRED	DODDRIDGE

WV	TOM'S FORK	COASTAL FOREST RESOURCES CORPORATION	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	9/27/2013	6-8-35	8/7/2014	332/347 #206964	CONSENT REQUIRED	DODDRIDGE
WV	VOGT	JACKSON, ROBERT P. TRUSTEE OF THE JOE LYNN FAMILY PRESERVATION TRUST	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	1/31/2014	1-9-7	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	VOGT	KNUDSEN, ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/13/2012	1-6-31			NO CONSENT REQUIRED	DODDRIDGE
WV	VOGT	JACKSON, ROBERT P.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/19/2014	1-6-37			NO CONSENT REQUIRED	DODDRIDGE
WV	VOGT	JOE LYNN FAMILY TRUST	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	1/31/2014	1-9-7			NO CONSENT REQUIRED	DODDRIDGE
WV	VOGT	COTTRILL, BRENT AND LAURA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/13/2012	1-7-20			NO CONSENT REQUIRED	DODDRIDGE
WV	VOGT	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES CORPORATION	PIPELINE RIGHT OF WAY AGREEMENT	3/26/2014	1-6-37.1			PRIOR WRITTEN CONSENT NEEDED	DODDRIDGE
WV	VOGT WATER	COTTRILL, BRENT S. & LAURA M	ANTERO RESOURCES APPALACHIAN CORPORATION	ABOVE GROUND WATER	6/13/2012	1-6-43 1-7-20	N/A	N/A	NO CONSENT REQUIRED	DODDRIDGE
WV	WEBB	MORRIS, L.L. (IKE)	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	6/26/2013	1-11-8	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	WEBB TO WILLIAMS WATER	WILLIAMS, ROBERT C.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	5/8/2014	1-15-6			NO CONSENT REQUIRED	DODDRIDGE

WV	WEBB TO WILLIAMS WATER	WILLIAMS, ROBERT C.	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/8/2014	1-15-6			NO CONSENT REQUIRED	DODDRIDGE
WV	WEST UNION	CURRENCE TRUST	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	7/24/2012	1-6-38	2/8/2013	305/184 #171742	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CURRENCE TRUST	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/24/2012	1-6-38	2/8/2013	305/177 #171741	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	WRIGHT, CRAIG ALLEN II	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/26/2012	1-10-38	2/8/2013	305/89 #171722	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	WEBB, MICHAEL G. AND ROSALIND	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	9/21/2013	1-7-85			NO CONSENT REQUIRED	DODDRIDGE
WV	WEST UNION	WEBB, MICHAEL G. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/23/2012	1-7-85	2/8/2013	305/96 #171723	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	WEBB, MICHAEL G. ET UX	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	10/9/2012	1-7-85	2/8/2013	305/102 #171724	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	FOUR LEAF LAND COMPANY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2012	1-10-2	1/11/2013	304/537 #170542	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	FOUR LEAF LAND COMPANY	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	8/30/2012	1-10-2	1/11/2013	304/544 #170543	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	FOUR LEAF LAND COMPANY	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION & PERMANENT EASEMENT AGREEMENT	11/19/2012	1-10-2	1/11/2013	304/549 #170544	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	FOUR LEAF LAND COMPANY	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	11/19/2012	1-10-2	1/11/2013	304/553 #170545	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	JAMES, WILLIAM P.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/27/2012	1-6-6	9/11/2013	312/431 #182968	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	JACKSON, ROBERT P. TRUSTEE OF THE JOE LYNN FAMILY PRESERVATION TRUST	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/19/2014	1-9-7			NO CONSENT REQUIRED	DODDRIDGE
WV	WEST UNION	KEY OIL COMPANY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/23/2012	8-19-7	9/21/2013	303/66 #166807	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	TURNER, GERALD ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/17/2012	8-19-8	2/22/2013	305/327 #172478	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	TURNER, GERALD ET UX	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	11/10/2012	8-19-8	9/4/2013	312/200 #182514	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LIVINGSTONE S. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/13/2012	8-14-14	1/11/2013	304/564 #170548	NOT REQUIRED	DODDRIDGE
			ANTERO	ADDITIONAL						

WV	WEST UNION	BEE, LIVINGSTONE S. ET AL	RESOURCES CORPORATION	PIPELINE AGREEMENT	10/27/2012	8-14-14	1/11/2013	304/571 #170549	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	LEWIS, ROBERT K.	RESOURCES CORPORATION	EASEMENT AGREEMENT	10/7/2012	1-10-18	2/8/2013	305/82 #171721	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CLARK, TERESA L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/6/2012	1-10-19	2/8/2013	305/104 #171725	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CLARK, TERESA L.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY	5/28/2013	1-10-19	9/4/2013	312/204 #182515	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	LEWIS, ALBERT L.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/7/2012	1-10-18.1	2/8/2013	305/153 #171735	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	9/24/2012	1-10-20; 1-10-25	2/8/2013	305/131 #171731	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	10/30/2012	1-10-20; 1-10-25	2/8/2013	305/129 #171730	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	10/30/2012	1-10-20; 1-10-25	2/8/2013	305/136 #171732	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	MOORE, DARRELL A.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/12/2013	1-10-20; 1-10-25	2/8/2013	305/123 #171729	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/19/2012	1-10-27 1-10-28	8/26/2013	311/494 #182040	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	10/15/2012	1-10-27 1-10-28	8/26/2013	311-509 182042	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	10/15/2012	1-10-27 1-10-28	8/26/2013	311/504 #182041	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	10-15012	1-10-27 1-10-28	8/26/2013	311-509 182042	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	CHIPPS, PERRY ET AL	ANTERO RESOURCES CORPORATION	APPALACHIAN ACCESS ROAD	10/15/2012	1-10-27; 1-10-26; 1-10-28	8/26/2013	311/504 #182041	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	SPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/12/2012	1-6-16, 20, 19, 4	1/11/2013	304/573 #170550	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	SPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/4/2012	1-6-16, 20, 19, 4	1/11/2013	304/579 #170551	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	SPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/14/2012	1-6-16, 20, 19, 4	1/11/2013	304/579 #170551	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	SPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/14/2012	1-6-16, 20, 19, 4	1/11/2013	304/579 #170551	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	SPPELLMAN, DONNA K.	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/14/2012	1-6-16, 20, 19, 4	1/11/2013	304/579 #170551	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	KNUDSEN, ELAINE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/11/2012	1-6-31.1	2/8/2013	305/160 #171736	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	KNUDSEN, ELAINE	ANTERO RESOURCES CORPORATION	SURFACE FACILITY	10/13/2012	1-6-31.1	2/8/2013	305/166 #171737	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	GAGNON, GEORGE L. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/18/2012	1-6-31.2	2/8/2013, 2/8/2013	305/139 #171733, 305/146 #171734	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	COTTRILL, BRENT S. ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY	8/28/2012	1-7-20 1-5-43	2/8/2013	305/118 #171727	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	COTTRILL, BRENT S. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/28/2012	1-7-20 1-5-43	9/11/2013	312/419 #182965	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	COTTRILL, BRENT S. ET UX	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/28/2012	1-7-20 1-5-43	9/11/2013	312/419 #182965	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LIVINGSTONE S.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2012	8-14-14; 1-10-31	1/11/2013	304/522 #170538	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LIVINGSTONE S.	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	10/27/2012	8-14-14; 1-10-31	1/11/2013	304/529 #170539	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LEWIS PAUL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/13/2012	8-19-6; 8-19-1	1/11/2013	304/530 #170540	NOT REQUIRED	DODDRIDGE
WV	WEST UNION	BEE, LEWIS PAUL ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	10/27/2012	8-9-1,6	1/11/2013	304/536 #170541	NOT REQUIRED	DODDRIDGE
			ANTERO RESOURCES CORPORATION	PERMANENT						

WV	WHITE OAK	SUTTON, JEREMY W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT	4/26/2012	3-19-39	6/28/2012	301/615 #163924	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SUTTON, JEREMY W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	4/13/2013	3-19-39	6/19/2013	309/517 #178270	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	LAW, RONALD L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	2/20/2013	6-2-1	9/6/2013	312/275 #182686	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SPIKER, SUE ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/18/2012	6-3-1	9/21/2012	302/708 #166792	NOT REQUIRED	DODDRIDGE

WV	WHITE OAK	HEASTER, CHARLES ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/2/2012	8-23-1	6/3/2013	309/342 177343	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	GAGNON, GEORGE L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/9/2013	6-3-2	6/8/2012	301/588 #163918	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	GAGNON, GEORGE L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	2/19/2013	6-3-2	9/12/2013	312/578 #183048	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HOLLAND, MARY ESTATE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/24/2012	8-23-2	8/19/2013	311/201 #181740	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	FIFER, NANCY, TR OF THE FIFER FAMILY REV TR	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/28/2012	8-22-6	9/21/2012	303/49 #166804	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	LACY, RALPH ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	2/21/2013	6-1-8	9/19/2013	313/331 #183442	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	TURNER, GERALD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/22/2012	8-19-8	9/21/2012	303/61 #166806	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	TURNER, GERALD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	11/10/2012	8-19-8	9/4/2013	312/200 #182514	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BARNES, DONALD L	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/20/2012	6-1-10	9/21/2012	302/702 #166791	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BARNES, DONALD L	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	2/21/2013	6-1-10	9/6/2013	312/267 #182682	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SECRIST, MARY FARR	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/6/2012	8-20-14	7/6/2012	302/129 #164845	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	SETH, JAMES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/22/2012	1-15-21	9/21/2012	303/23 #166799	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	GAIN, TEDDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/22/2012	1-15-27	9/21/2012	303/37 #166802	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	GAIN, TEDDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	11/21/2012	1-15-27	9/19/2013	313/337 #183444	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	GAIN, TEDDY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	12/19/2012	1-15-27	9/11/2013	312/426 #182967	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HINZMAN, CECIL A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/14/2012	1-15-26 1-15-25.1	6/12/2012	301/556 #163907	NOT REQUIRED	DODDRIDGE

WV	WHITE OAK	HINZMAN, CECIL A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/14/2012	1-15-26 1-15-25.1	6/28/2012	301/556 #163907	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HINZMAN, CECIL A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	4/27/2012	1-15-26 1-15-25.1	6/28/2012	301/562 #163908	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	HINZMAN, CHRISTOPHER A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/14/2012	1-15-26.1 1-15-2.2	6/28/2012	301/599 #163921	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	CUNNINGHAM, GRANT ALAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/23/2012	1-15-29.1 1-15-29.2	6/28/2012	301/583 #163917	NOT REQUIRED	DODDRIDGE
			ANTERO RESOURCES	MODIFICATION OF PERMANENT						

WV	WHITE OAK	BARNES, RONALD G	APPALACHIAN CORPORATION ANTERO RESOURCES	EASEMENT AGREEMENT	3/14/2013	6-1-10.3	6/18/2013	309/499 #178115	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BARNES, RONALD G.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/13/2012	6-1-10.3	9/21/2012	303/43 #166803	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	LAW, RONALD L.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/12/2012	6-1-3 6-1-4	9/21/2012	302/696 #166790	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	RILL, ELWOOD ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-1-3 6-1-4	6/28/2012	301/610 #163923	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	RILL, ELWOOD ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	3/15/2013	6-1-3 6-1-4	9/6/2013	312/277 #182687	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	RIVERS, HOWARD J. ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/15/2012	6-2-11.1	9/21/2012	302/673 #166785	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	RIVERS, HOWARD J. ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	2/22/2013	6-2-11.1 6-2-4 6-2-4.1	9/19/2013	313/341 #183445	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT AND TIMOTHY ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/17/2012	6-2-4.1 6-2-4.2.3 6-4-1.7	9/21/2012	302-667 #166784	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT AND TIMOTHY ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	ROAD ACCESS AGREEMENT	4/27/2012	6-2-4 6-2-4.1 6-2-4.2.3 6-4-1.7	9/19/2012	313/288 #183434	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT C. ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/17/2012	6-2-4.1 6-2-4.2.3 6-4-1.7	9/21/2012	303/83 #166811	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/12/2012	6-2-4.1 6-2-4.2.3 6-4-1.7	9/21/2012	302/682 #166787	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	BLAND, ROBERT ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	8/23/2012	6-2-4 6-2-4.1 6-2-4.2.3 6-4-1.7	9/21/2012	302/678 #166786	NOT REQUIRED	DODDRIDGE

WV	WHITE OAK	NESLER, CHARLES III	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	5/8/2012	6-2-7;6-4-7	6/28/2012	301/593 #163919	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	NESLER, CHARLES III	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	2/19/2013	6-2-7;6-4-7	6/24/2013	305/565 #178646	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/22/2012	6-3-1.1	7/26/2012	302/140 #164847	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/8/2012	6-3-1.1	7/26/2012	302/135 #164846	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	3/14/2013	6-3-1.1	6/19/2013	309/508 #178267	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	3/14/2013	6-3-1.1	6/19/2013	309/508 #178267	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	ADRIAN, GEORGE W. ET AL	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	5/8/2013	6-3-1.1	9/11/2013	312/467 #182978	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MAXWELL, ROBERT G.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	3/26/2012	6-3-12; 6-3-12.1	6/28/2012	301/569 #163915	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MAXWELL, ROBERT G.	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT ROAD ACES AGREEMENT	4/27/2012	6-3-12; 6-3-12.1	6/28/2012	301/565 #163909	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MAXWELL, ROBERT G.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	5/2/2013	6-3-12; 6-3-12.1	6/19/2013	309/514 #178269	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	COGAR, LINDA	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	2/9/2012	6-3-2.2	8/23/2013	311/473 #181989	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	CLYNE, TIMOTHY R.	APPALACHIAN CORPORATION ANTERO RESOURCES	ADDITIONAL PIPELINE AGREEMENT	3/20/2013	6-3-6.1 6-3-7.2	6/19/2013	309/511 #178268	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	CLYNE, TIMOTHY ET UX	APPALACHIAN CORPORATION ANTERO RESOURCES	PERMANENT EASEMENT AGREEMENT	1/27/2012	6-3-6.1; 6-3-7.2	6/28/2012	301/621 163925	NOT REQUIRED	DODDRIDGE
		CLYNE, TIMOTHY	APPALACHIAN CORPORATION ANTERO RESOURCES	MODIFICATION OF THE PERMANENT EASEMENT				309/511		

WV	WHITE OAK	ET UX	CORPORATION	AGREEMENT	3/20/2013	6-3-6.1; 6-3-7.2	6/19/2013	#178268	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	KELLEY, NORMA L.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS AGREEMENT	4/17/2012	6-4-2.1	12/9/2013	318/641 #188828	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	TRAVIS, MARVIN E. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	4/27/2012	6-4-2.5	1/9/2014	319/578 #190612	NOT REQUIRED	DODDRIDGE

WV	WHITE OAK	JAMES, ELAINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/22/2012	7-1-4 7-1-5 7-1-6 7-1-7 7-1-9 7-1-10	9/21/2012	303/89 #166812	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	PERINE, PATRICIA A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/28/2012	8-19-22; 8-19-23; 8-19-23.3	9/21/2012	303/01 #166795	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	CLAY, PATSY KAY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/21/2012	8-19-23.1	9/21/2012	302/720 #166794	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	NELSON, RUSSELL L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/18/2012	8-19-23.2	9/21/2012	303/10 #16797	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	KEY OIL COMPANY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/12/2012	8-19-7; 8-19-13; 8-19-19	9/21/2012	303/66 #166807	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	DOTSON, LARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/27/2012	8-22-2,3,4	9/21/2012	303/73 #166808	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	DOTSON, LARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD AGREEMENT	4/25/2012	8-22-2,3,4	10/25/2012	303/610 #168037	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	KILEY, JACQUELINE ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/28/2012	8-22-5.1	6/28/2012	301/628 #163926	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MUMMA, CARROLL W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/21/2012	8-22-5.2,5.6	9/21/2012	303/55 #166805	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	MUMMA, CARROLL W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	11/20/2012	8-22-5.2,5.6	9/19/2013	313/333 #183443	NOT REQUIRED	DODDRIDGE
WV	WHITE OAK	LOVERN, BARBARA J. TRUSTEE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	3/28/2012	8-22-5.4	9/21/2012	303/28 #166800	NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR	NICHOLSON, MILTON DEAN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/29/2011	6-12-30	10/24/2012	303/572 #167994	NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR	WHITEHAIR, ELTON DALE & JUDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/7/2012	6-12-18 & 6-12-19	10/24/2012	303/561 #167991	NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR	WHITEHAIR, ELTON DALE & JUDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	10/11/2012	6-12-18 & 6-12-19	9/11/2013	312/403 #182959	NOT REQUIRED	DODDRIDGE
WV	WHITEHAIR	WHITEHAIR, ELTON DALE & JUDITH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/16/2012	6-12-18 6-12-19	4/2/2012	298/367 #161482	NOT REQUIRED	DODDRIDGE
WV	Whitehair Freshwater Impoundment	Costal Forest Resource Company	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA	3/6/2012	17-12			NOT REQUIRED	DODDRIDGE

WV	Whitehair Freshwater Impoundment	Elton D Whitehair & Judith Whitehair	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	8/14/2012	18-12	1/30/2012	262/636 159745	NO CONSENT REQUIRED	DODDRIDGE
WV	Whitehair Freshwater Impoundment	Rush Lynn Hickman & Judith Ann Hickman	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	7/16/2012	33-12	7/25/2012	302/85 164799	NO CONSENT REQUIRED	DODDRIDGE
WV	WOLF PEN TO HARDWOOD WOLF PEN	WATSON, JUSTIN AND MIRANDA	ANTERO MIDSTREAM LLC	ABOVE GROUND WATER LINE AGREEMENT	7/31/2014	6-5-6			NO CONSENT REQUIRED	DODDRIDGE
WV	WOLF PEN TO HARDWOOD	ROSS, GEORGE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/25/2014	6-8-7			NO CONSENT REQUIRED	DODDRIDGE
WV	WOLF PEN TO HARDWOOD	ROSS, ALVIN	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/31/2014	6-5-8			NO CONSENT REQUIRED	DODDRIDGE

ANTERO
TEMPORARY ABOVE GROUND

WV	YVONNE WATER	SMITH, ROBERT AND CINDY	MIDSTREAM LLC	WATER LINE AGREEMENT	5/27/2014	3-4-9			NO CONSENT REQUIRED	DODDRIDGE
WV	YVONNE WATER	SMITH, ROBERT J. SMITH, CINDY L.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/27/2014	3-4-9			NO CONSENT REQUIRED	DODDRIDGE
WV	ZINN	DAVIS, NORMA AND LEWIS	ANTERO MIDSTREAM LLC	TEMPORARY SURFACE FACILITY EASEMENT OPTION AND AGREEMENT	7/18/2014	3-14-12			NO CONSENT REQUIRED	DODDRIDGE
WV	ZINN LATERAL	DAVIS, LEWIS & NORMA	ANTERO MIDSTREAM LLC	TEMPORARY SURFACE FACILITY EASEMENT AND OPTION AGREEMENT	7/18/2014	3-14-3 3-14-4 3-14-12 3-14-6			NO CONSENT REQUIRED	DODDRIDGE
WV	ZINN LATERAL	DAVIS, LEWIS P. & NORMA J.	ANTERO MIDSTREAM LLC	TEMPORARY SURFACE FACILITY EASEMENT AGREEMENT	7/18/2014	3-14-3; 3-14-4; 3-14-12	N/A	N/A	CONSENT NEEDED	DODDRIDGE
WV	ZINN LATERAL	DAVIS, LEWIS P. & NORMA J.	ANTERO MIDSTREAM LLC	TEMPORARY SURFACE SITE FACILITY	7/18/2014	3-14-3; 3-14-4; 3-14-12	N/A	N/A	N/A	DODDRIDGE
WV	ZINNIA	MCCLAIN, ROGER A. CORDER, DONALD B.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	7/19/2013	6-8-40	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	ZINNIA	GREGORY, LINDA M.	ANTERO MIDSTREAM LLC	TEMPORARY SURFACE FACILITY EASEMENT AGREEMENT	3/25/2014	4-12-3			NO CONSENT REQUIRED	DODDRIDGE
WV	ZINNIA	MARTIN, GARY D. & REBECCA M.	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS AGREEMENT	9/18/2014	4-4-21	N/A	N/A	NOT REQUIRED	DODDRIDGE
WV	ZINNIA	CLARK, ROSALIE	ANTERO RESOURCES APPALACHIAN CORPORATION	RIGHT-OF-WAY AGREEMENT	6/12/2013	4-4-26	3/5/2014	321/414 #194707	NOT REQUIRED	DODDRIDGE

WV		Milton D Nicholson	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	12/9/2011	6-12-30	1/30/2012	262/636	yes	DODDRIDGE
WV		Clarence Sweeney	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWAL AGREEMENT	2/23/2012	5-12-33	3/8/2012	297/303	yes	DODDRIDGE
WV		Randall P Hutson	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/8/2012	5-25-36	N/A	N/A	yes	DODDRIDGE
WV		Freda M Hutson	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/8/2012	5-25-37	N/A	N/A	yes	DODDRIDGE
WV		Kevin D Hutson	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/7/2012	5-25-38	N/A	N/A	yes	DODDRIDGE
WV		Annabell Riffle and Troy Cunningham	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	6/20/2012	1-6-41	7/10/2012	271/438	yes	DODDRIDGE
WV		Troy D. Cunningham and Annabelle Riffe	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	7/5/2013	1-6-41	7/23/2013	310/527	yes	DODDRIDGE
WV		Robert and Sue Cook	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/7/2012	5-25-59	N/A	N/A	yes	DODDRIDGE
WV		John and Sandra Erwin	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	10/25/2012	6-19-1	11/8/2012	303/719	yes	DODDRIDGE
WV		George and Susan Gagnon	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	9/10/2012	6-3-2	10/9/2012	303/321	yes	DODDRIDGE
WV		George G Hamilton; Gary L Hamilton	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	6/10/2013	6-10-4	7/23/2013	310/549; 310/553	yes	DODDRIDGE
WV		M & R investments	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	4/1/2013	8-13-5	N/A	N/A	yes	DODDRIDGE
WV		Rendal and Sandy Dotson	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	2/6/2013	6-20-9	N/A	N/A	yes	DODDRIDGE
WV		Dennis Foreman	ANTERO MIDSTREAM LLC	Waterline Easement and ROW	4/8/2014	4/7/2010			Yes	DODDRIDGE
WV		John and Sandra Erwin	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	8/30/2012	6-19-10	10/9/2012	303/332	yes	DODDRIDGE

WV	Lewis and Norma Davis	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	11/7/2012	3-14-12	N/A	N/A	yes	DODDRIDGE
WV	David and Vivian Burton	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	12/20/2012	6-15-12	2/25/2013	305/381	yes	DODDRIDGE
WV	Vivian and David Burton	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	6/23/2011	6-15-12	8/12/2011	017/129	yes	DODDRIDGE
WV	Delbert, Donna, and Michael Leatherman and Elizabeth Hayduk	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	1/23/2013	3-16-15	N/A	N/A	yes	DODDRIDGE
WV	Richard and Wilma Marsden	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation Agmt	5/20/2014	4/4/2016	7/23/2014	331-436	Yes	DODDRIDGE
WV	Richard E. Marsden and Wilma J. Marsden	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	4/30/2013	4-4-16	6/3/2013	309-381	yes	DODDRIDGE
WV	David M. Hartley	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	11/14/2012	6-12-26	12/13/2012	404/846	yes	DODDRIDGE
WV	Allen and Janet Ash	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	2/26/2013	6-20-26	N/A	N/A	yes	DODDRIDGE
WV	Jonathan L. Davis and Louella d. Davis	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	6/12/2013	1-7-1	NA	NA	yes	DODDRIDGE
WV	Troy D. Cunningham and Annabelle Rifle	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	7/5/2013	1-6-41	7/23/2013	310/527	yes	DODDRIDGE
WV	Jerry Norman and Michael Norman	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	10/17/2011	1-9-16	11/8/2011	294/645	yes	DODDRIDGE
WV	Mt. Salem Revival Grounds, Inc	ANTERO RESOURCES APPALACHIAN CORPORATION	Temp Above Ground Waterline Agmt	2/21/2014	3-13-15.1	NA	NA	Yes	DODDRIDGE
WV	Dwight and Tina Moore	Antero Resources Corporation	Temp Above Ground Waterline Agmt	2/21/2014	3-13-17,21,22	NA	NA	Yes	DODDRIDGE
WV	Dennis Powell and Mellie M. Powell	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	8/21/2012	3-19-31, 31.1, 31.2,32	9/6/2012	302/559	yes	DODDRIDGE
WV	Dennis Powell and Mellie M. Powell	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	11/8/2012	3-19-31, 31.1, 31.2,32	11/30/2012	304/140	yes	DODDRIDGE
WV	James T. Barr, Jr. and Bernice J Barr	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	10/23/2012	4-12-10,10.1	11/8/2012	304/3	yes	DODDRIDGE

WV	Gabriele Smith aka Garielle Hoover	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	2/25/2013	4-15-16,16.1,33	3/18/2013	305/530	yes	DODDRIDGE
WV	James and Bernice Barr	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	10/23/2012	6-12-10,10.1	11/8/2012	304/3	yes	DODDRIDGE
WV	Jordan Swiger	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	8/28/2012	6-12-27.1	10/9/2012	303/330	yes	DODDRIDGE
WV	Naomi and Frank Williams	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	8/22/2012	6-12-34,36,39	9/6/2012	302/563	yes	DODDRIDGE
WV	Gary and Gayenne Crislip	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	8/22/2012	6-12-34,36,39	10/9/2012	303/340	yes	DODDRIDGE
WV	Dorothy Davis	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	8/22/2013	6-12-34,36,39	11/8/2012	304/11	yes	DODDRIDGE
WV	Rexall and Deborah Crislip	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	8/24/2012	6-12-34,36,39	8/24/2012	304/343	yes	DODDRIDGE
WV	Dorothy Davis	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	10/23/2012	6-12-34,36,39	11/8/2012	303/725	yes	DODDRIDGE
WV	Rexall Crislip	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	10/24/2012	6-12-34,36,39	11/8/2012	304/1	yes	DODDRIDGE
	Frank and Naomi	ANTERO RESOURCES APPALACHIAN	TEMPORARY WATER LINE						

WV	Williams	ANTERO RESOURCES APPALACHIAN CORPORATION	AGREEMENT TEMPORARY WATER LINE AGREEMENT	10/23/2012	6-12-34,36,39	11/8/2012	304/5	yes	DODDRIDGE
WV	Gary and Gayenne Crislip	ANTERO RESOURCES APPALACHIAN CORPORATION	AGREEMENT TEMPORARY WATER LINE AGREEMENT	10/23/2012	6-12-34,36,39	11/8/2012	304/7	yes	DODDRIDGE
WV	James and Sharon Devericks	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	10/27/2012	6-12-37.5	11/8/2012	303/715	yes	DODDRIDGE
WV	Thomas Johns and Celia Arbogast	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	11/12/2012	6-12-5,5.1,40	1/16/2013	304/651	yes	DODDRIDGE
WV	Garry R. Norton	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	2/7/2013	6-16-15; 6-19-6	3/18/2013	305/542	yes	DODDRIDGE
WV	Allen Ash, Jr	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	1/11/2013	6-25-6.1 McClellan District, Doddridge County(NO TM or PCL listed on Agmt)	N/A	N/A	yes	DODDRIDGE
WV	David and Barbara K Thompson	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	3/5/2013		N/A	N/A	yes	DODDRIDGE

WV	BONNELL TO WOLF PEN	LOWTHER, KENNETH ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	6/23/2013	6-8-4		NO CONSENT REQUIRED	DODDRIDGE
WV	CANTON NORTH; CANTON SOUTH; CANTON WATER	COASTAL FOREST RESOURCES COMPANY	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	9/27/2013	3-2-1 3-2-4.2 5-12-39 5-17-14 5-17-12.1 5-17-11 5-17-3	332/347 #206964	CONSENT REQUIRED	DODDRIDGE AND TYLER
OH	LASKO LATERAL	N.I.E.D INDUSTRIES, INC.	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/25/2014	31-0000405.002		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	COMBS, MARLIN E. & JANE ANN	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/25/2014	31-000060		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	TRENI, KATHLEEN	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/8/2014	31-000319		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	YES	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/8/2014	31-000319		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	SECRETST, JASON	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/4/2014	31-00280 31-00280.002 31-00230.003		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	SECRETST, JASON	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/8/2014	31-00280 31-00280.002 31-00230.003		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	NEUHART, BRENDA	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/21/2014	31-00385		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	FRIDAY, CARMAN D.	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/2/2014	31-00512.000 35-00034.000		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	KRISE, KENNETH & PAMELA	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/28/2014	31-01442.000		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	MAYNARD, DONALD G SR.	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/4/2014	31-02972		NO CONSENT REQUIRED	GEURNSEY
OH	LASKO LATERAL	NEUHART, HAROLD K	ANTERO MIDSTREAM LLC	AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/27/2014	31-03080		NO CONSENT REQUIRED	GEURNSEY
OH	Lasko SFWI	Timothy Lasko	ANTERO RESOURCES CORPORATION	Water Impoundment	9/23/2013	31-00244 31-00246 31-00043	12/10/2013 510/2253-2254	Yes	GEURNSEY
OH	LASKO WATERLINE	BURNS, JAMES B TRUSTEE	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	6/4/2014	31-01477 31-01478 31-01604		CONSENT NOT REQUIRED	GEURNSEY
	LASKO		ANTERO RESOURCES MIDSTREAM	OPTION/EASEMENT				CONSENT TO ASSIGN NOT	

OH	WATERLINE	ELLSION, BARBARA	LLC	AGREEMENT	1/24/2014	31-00052.000	REQUIRED	GEURNSEY
OH	LASKO WATERLINE	RUBEL, GARY ET UX	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	6/26/2014	31-00221 31-00015 31-00231.5 31-00231.6 31-00231.7 31-00231.11 31-00231.12	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	ALESHIRE, CHRISTOPHER ET UX	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	7/2/2014		CONSENT NOT REQUIRED	GEURNSEY

OH	LASKO WATERLINE	LASKO, TIMOTHY GEORGE	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/10/2014	31-00244.000 31-00246.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	DODD, LINDA ET AL	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	6/2/2014	31-00314	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	COWDEN, WILLIAM ET UX	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	7/3/2014	31-00321 31-00324	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	DAYMUT, GARY ET UX	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	1/29/2014	31-00395.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	KENNEY, DAVID ET UX	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	7/28/2014	31-00405	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	HALL, TIMOTHY	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	10/7/2014	31-00426	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	BARBA, CAROLYN ET AL	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	3/17/2014	31-00470.001	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	GRAZIANO, DOMINIC ET UX	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/19/2014	31-00470.004	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	KUNES, MARY	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	3/17/2014	31-00493.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	KUNES, MARY	ANTERO RESOURCES MIDSTREAM LLC	OPTION TEMPORARY WAREYARD AGREEMENT	3/19/2013	31-00493.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	BERGIN, STEPHEN ET AL	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/5/2014	31-00539.000 31-00540.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	NEWCOMER, CLARENCE	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/5/2014	31-01193.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	HANING, THOMAS H	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	6/28/2014	31-01431 31-00405.1	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	PICKENS, TRAVIS	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/4/2014	31-02547.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	CARPENTER, JEFFERY	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/21/2014	31-02894.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	CARPENTER, PAUL	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	2/21/2014	31-02894.004	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY

OH	LASKO WATERLINE	BURNS, ROY L.	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	3/7/2014	31-02894.006	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	BURNS, ROY L.	ANTERO RESOURCES MIDSTREAM LLC	OPTION PERMANENT ROAD ACCESS AGREEMENT	3/7/2014	31-02894.006	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	HOSSMAN, KAREN (W-VICTORIA SAVAGE)	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	8/2/2014	31-02953.037	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	GRIMES, CARLA	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	7/11/2014	31-02959.009	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	SCOTT, BUNNIE S.	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	6/17/2014	31-03080 31-03080.018	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	BLACK, TREVOR ET UX	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	6/6/2014	31-03080.010	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	DAVIS, GLEN A ET UX	ANTERO MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	5/30/2014	31-03080.9 31-03080.8	CONSENT NOT REQUIRED	GEURNSEY
OH	LASKO WATERLINE	SOMERS, JAMES E.	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	3/7/2014	35-06004.000	CONSENT TO ASSIGN NOT REQUIRED	GEURNSEY

OH	Lasko	Timothy George Lasko	RESOURCES CORPORATION ANTERO	Water Impoundment Agreement	9/23/2013					GUERNSEY
OH		Timothy and Julia Hall	RESOURCES CORPORATION ANTERO	WATER WITHDRAWAL AGREEMENT	1/25/2013	Section 21-31-00426.000	N/A	500/554	yes	GUERNSEY
WV	Nimorwicz East Water Impoundment	Tilman Lee Williams	RESOURCES CORPORATION ANTERO	Water Impoundment and Compensation	4/1/2013	1-341				HARRISON
WV	Nimorwicz East Water Impoundment	Robert Nimorwicz and Dona Framento FKA Donna M Dacunha	RESOURCES CORPORATION ANTERO	Water Impoundment and Compensation	4/23/2013	2-341				HARRISON
WV	Nimorwicz West Water Impoundment	Tilman Lee Williams	RESOURCES CORPORATION ANTERO	Water Impoundment and Compensation	4/1/2013	1-341				HARRISON
WV	Nimorwicz West Water Impoundment	Robert Nimorwicz and Dona Framento FKA Donna M Dacunha	RESOURCES CORPORATION ANTERO	Water Impoundment and Compensation	4/23/2013	2-341				HARRISON
WV	Quinn Water Impoundment	Leonard Courtney	RESOURCES CORPORATION ANTERO	Access Road Agreement	8/3/2012	40/001&003-383/403				HARRISON
WV	Salem to Varner West	Carolyn Plaugher	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	11/20/2013	4-6	NA	NA	Yes	HARRISON
WV	Salem to Varner West	Willis Mathey	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	7/26/2013	27-08-166	NA	NA	Yes	HARRISON
WV	Salem to Varner West	Eric L Cochran	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	7/17/2013	302321-78 302321-10	NA	NA	Yes	HARRISON
WV	Salem to Varner West	Frank and Martha Brunetti	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	9/11/2013	302-61 302-66 302-65	NA	NA	Yes	HARRISON
WV	Salem to Varner West	Black Rock Enterprises	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	10/18/2013	302-78 302-51	NA	NA	Yes	HARRISON
WV	Salem to Varner West	Daniel and Rachel Tucker	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	9/24/2013	321-19	NA	NA	Yes	HARRISON
WV	Salem to Varner West	Anthony Feathers	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	9/26/2013	321-30	NA	NA	Yes	HARRISON
WV	Salem to Varner West	Mark and Sabrina Benedum	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	8/25/2013	321302-10.1 321302-18	NA	NA	Yes	HARRISON
WV	Salem to Varner West	James A. Varner Sr.	RESOURCES CORPORATION ANTERO	SUA and Compensation	11/6/2012	322-18	11/19/2012	1501-499	Yes	HARRISON
WV	Salem to Varner West	Lyle and Betty Benedum	RESOURCES CORPORATION ANTERO	Temp Above Ground WL AG	10/18/2013	322-6 322-2	NA	NA	Yes	HARRISON
WV	TOMS FORK	STOUT, PAUL ET AL	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	2/20/2013	20-361-1	9/19/2013	313/281 #183433	NOT REQUIRED	HARRISON
WV		Vickie Lynn Singleton	RESOURCES CORPORATION ANTERO	ACCESS AGREEMENT	5/11/2011	14-265-96	5/13/2011	1469/1195	yes	HARRISON
WV		Kimberly A. Male	RESOURCES CORPORATION ANTERO	WATER EASEMENT	4/8/2009	7-285-49	NA	NA	yes	HARRISON
WV		Kimberly A. Male	RESOURCES CORPORATION ANTERO	ACCESS AGREEMENT	2/7/2009	7-285-51	2/18/2009	1427/943	yes	HARRISON
WV		Rita A Walker	RESOURCES CORPORATION ANTERO	TEMPORARY WATER LINE AGREEMENT	11/6/2011	9-266A-2,16	11/21/2011	1480/22	yes	HARRISON
WV		David and Debra Shrieves (G.A.L)	RESOURCES CORPORATION ANTERO	WATER WITHDRAWAL AGREEMENT	3/21/2012; 3/21/13	12-424-17	N/A	1486/537	yes	HARRISON
WV		GAL Land Company	RESOURCES CORPORATION ANTERO	Amendment of Temp Water WD Lease Agmt	4/25/2014	12-424-17.1	NA	NA	Yes	HARRISON
WV		Janet L. Baxter	RESOURCES CORPORATION ANTERO	ACCESS AGREEMENT	5/11/2011	14-265-90,91	5/13/2011	1469/1191	yes	HARRISON
WV		Roger and Sandy Weese	RESOURCES CORPORATION ANTERO	Water WD and Temp Waterline Agreement Option	1/20/2014	1-4-4/5	12/5/2013	318-452	Yes	HARRISON
WV		Dorotha J Post	RESOURCES CORPORATION ANTERO	TEMPORARY WATER LINE AGREEMENT	8/13/2012	18-242-35	N/A	N/A	yes	HARRISON

WV	Willis Lee Mathey	RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	7/26/2013	18-2708-166	NA	NA	yes	HARRISON
WV	The City of Salem	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWL AGREEMENT	11/9/2011	18-2708-98	11/21/2011	1480/28	yes	HARRISON
WV	William J Boggs	RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	7/9/2013	18-281-31	N/A	N/A	yes	HARRISON
WV	Blackrock Enterprises, LLC	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/10/2013	18-302-51	N/A	N/A	yes	HARRISON
WV	Eric L Cochran	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	7/17/2013	18-302-78; 18-321-10	N/A	N/A	yes	HARRISON
WV	Lyle and Betty R Benedum	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/10/2013	18-302-78; 18-322-6, 2	N/A	N/A	yes	HARRISON
WV	Mark and Sabrina Benedum	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/25/2013	18-321-10.1,18 18-302-22	N/A	N/A	yes	HARRISON
WV	Patrick J Shaver	ANTERO RESOURCES CORPORATION	TEMPORARY WATER LINE AGREEMENT	7/3/2013	18-321-31.2	N/A	N/A	yes	HARRISON
WV	John and Marianne Clevenger	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	7/16/2013	18-321-39	N/A	N/A	yes	HARRISON
WV	Don and Heidi Huffman	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	7/22/2012	18-324-2	N/A	N/A	yes	HARRISON
WV	Gregory Myers	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/24/2012	20-241-1	N/A	N/A	yes	HARRISON
WV	Phyllis Smith	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	8/29/2012	20-242-2	N/A	N/A	yes	HARRISON

WV	Nancy Powers	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWL AGREEMENT	6/18/2012	20-324-19	7/3/2012	1494/645	yes	HARRISON
WV	Nancy Powers	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWL AGREEMENT	9/6/2012	20-343-14	10/4/2012	1499/317	yes	HARRISON
WV	Kevin J Poth	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWL AGREEMENT	4/12/2012	20-364-14	4/24/2012	1489/930	yes	HARRISON
WV	Mountain Lakes, LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	4/13/2012	20-364-2	N/A	N/A	yes	HARRISON
WV	Freddie R Daugherty	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	1/22/2013	20-383-22	N/A	N/A	yes	HARRISON
WV	Freddie Daugherty	ANTERO RESOURCES CORPORATION	Extension of Temp Waterline Agmt	12/16/2013	20-383-22	NA	NA		HARRISON
WV	James K Lightner	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	12/20/2012	20-383-24	N/A	N/A	yes	HARRISON
WV	Robert and Patricia Bennett	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	2/4/2013	20-383-25	N/A	N/A	yes	HARRISON
WV	Matthew and Lisa D Bowyer	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	12/17/2012	20-383-31,23	N/A	N/A	yes	HARRISON
WV	David and Blanche Stutler	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	12/17/2012	20-383-32	N/A	N/A	yes	HARRISON
WV	Robert Lewis	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	6/6/2012	20-383-47	6/18/2012	1493/589	yes	HARRISON
WV	James and Ashley Heffinger	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	3/5/2013	20-403-13.2	3/20/2013	1506/1307	yes	HARRISON
WV	Everett M and Shirley Myer	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	11/19/2012	20-403-22	N/A	N/A	yes	HARRISON
WV	Ronald Mark Hitt	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	1/28/2013	20-403-30,31	2/21/2013	1502/802	yes	HARRISON
WV	Christopher and Kimberly Turner	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	1/28/2013	20-403-32	2/21/2013	1505/797	yes	HARRISON

WV	Clara Mae and Peggy Hurst	RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	10/1/2012	20-403-4	N/A	N/A	yes	HARRISON
WV	Bernard, Clara Mae, and Peggy Hurst	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	10/17/2012	20-403-4	11/19/2012	1501/530	yes	HARRISON

WV	Carol Hurst, Peggy Hurst, Clara Hurst	ANTERO RESOURCES APPALACHIAN CORPORATION	Tank Pad, Storage Yard, Offloading and Ware Yard Agmt	3/7/2014	20-403-4	4/15/2024	1531-826	Yes	HARRISON
WV	David and Lisa A Gaines	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	12/2/2013	20-403-4.2	N/A	N/A	yes	HARRISON
WV	Charles N Tyree	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	2/4/2013	20-404-30.1	2/21/2013	1505/800	yes	HARRISON
WV	Ronald C Fragmin	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	1/28/2013	20-404-39	2/21/2013	1505/790	yes	HARRISON
WV	William McDonald	ANTERO RESOURCES APPALACHIAN CORPORATION	Water WD Agreement	3/12/2014	20-424-002	5/21/2014	1533-1207	Yes	HARRISON
WV	James Ivan McDonald	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	1/28/2013	20-424-1; 20-424-14	2/21/2013	1505/805	yes	HARRISON
WV	Brenda and Michael Tuckwiller	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT Extension of Temporary Pumping Area Agmt	3/11/2013	20-424-16	4/19/2013	1509/1060	yes	HARRISON
WV	Brenda and Thomas Tuckwiller	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	9/17/2014	20-424-16	NA	NA	Yes	HARRISON
WV	William M McDonald	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	1/31/2013	20-424-2	N/A	N/A		HARRISON
WV	William M McDonald	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT WATER LINE AGREEMENT	9/30/2012	20-424-2	11/19/2012	1501/526	yes	HARRISON
WV	James and Brenda Raines; Clarence Mutschelknaus, Patrick Deem	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER FACILITY AGREEMENT	1/23/2012	7-267-24.2	1/26/2012	1482/1123	yes	HARRISON
WV	James Raines, Clarence Mutschelknaus, Patrick Deem	ANTERO RESOURCES APPALACHIAN CORPORATION	Ext and Reatification of Water Use Agmt	2/19/2014	7-267-24.2	3/13/2014	1528-145	Yes	HARRISON
WV	IL Morris, Mike Ross Inc	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Treatment Facility Agmt	7/29/2014	7-285-16	10/3/2014	1539-758	Yes	HARRISON
WV	Lorrain P. Laverdierre	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS AGREEMENT	4/20/2010	7-285-3	5/6/2010	1146/1010	yes	HARRISON
WV	Curt Myers and James E. Raines	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	11/7/2011	9-266A-5	11/21/2011	1480/25	yes	HARRISON

WV	Donald L. Phillips and Mary V. Phillips	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	10/28/2011	9-266A-6.1	11/21/2011	1480/32	yes	HARRISON
WV	Arthur J. Rockwell	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWAL AGREEMENT	7/24/2012	9-304-15	8/2/2012	1117/503	yes	HARRISON
OH	BARNESVILLE H2O CHRISTMAN, JOHN S.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WAREYARD AGREEMENT		12-001006			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O CHRISTMAN, JOHN S.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT		12-001006			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O KUHNS, RAYMOND A.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WAREYARD AGREEMENT		12-001010			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O BYLER, JOE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WAREYARD AGREEMENT		21-006013			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O KUHNS, RAYMOND A.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS EASEMENT		12-001010			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O BYLER, JOE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS EASEMENT		21-006013			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O STEPHEN, DREW PRESTON	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WAREYARD AGREEMENT	7/3/2014	12-001015.000			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O STEPHEN, TRACEY ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS EASEMENT	7/3/2014	12-001015.0000			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O STEPHEN, TRACEY ANN	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS EASEMENT		12-005006.000			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O HILL, MARK A. , TRUSTEE & MARIE B.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS EASEMENT		12-005017.000			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O HILL, MARK A. , TRUSTEE & MARIE B.	ANTERO RESOURCES APPALACHIAN CORPORATION	ROAD ACCESS EASEMENT		12-006014.000			NO CONSENT REQUIRED	MONROE

OH	BARNESVILLE H2O	HILL, MARK A. , TRUSTEE & MARIE B.	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT		12-006014.000			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O	PIATT, THOMAS T. PIATT, RHONDA J.	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	6/2/2014	12-009006			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O	PIATT, THOMAS T. PIATT, RHONDA J.	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT		12-009006			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O	HEADLEY, MARK E. HEADLEY, MARK E. HEADLEY, VALERIA K.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	1/14/2014	21-007004			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O	HEADLEY, MARK E. HEADLEY, VALERIA K.	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	5/22/2014	21-007034			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE H2O	ROE, DELLANO D. & MALCOLM B.	ANTERO MIDSTREAM LLC	ROAD ACCESS EASEMENT	7/9/2014	21-012011.000			NO CONSENT REQUIRED	MONROE

OH	BARNESVILLE H2O	HEADLEY, MARK E.	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	5/22/2014	21-012017			NO CONSENT REQUIRED	MONROE
OH	BARNESVILLE LINE	GINGERICH, DANIEL ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/21/2013	12-008008.000	3/19/2014	269/425 #201400074328	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	GIRARD, EMIL ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	11/7/2013	21-007007.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	YODER, ANTHONY	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	10/16/2013	120020000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	PIATT, THOMAS ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/30/2013	12-006007.000 12-014012.000 12-009005.000 12-014013.000	3/19/2014	269/379-388 #201400074322	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	HOTHEM FAMILY PROPERTIES, LTD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/2/2013	12-008006.000 12-007002.000	3/19/2014	269/389 #201400074323	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	POWELL, DONALD ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	9/20/2013	12-008014			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	MELLOT, HENRY ET AL	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	10/24/2013	12-008002			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	PFALZGRAF, GEORGE	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	12/6/2013	20-0130110.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	WAHL, JAMES M.	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	10/28/2013	20-014001.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	WEISEND, DAVID L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/8/2013	20-015001.000	3/24/2014	268/822 #201400074422	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	WILLS, SHELBA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2012	20-015008.000 20-015008.000	3/24/2014	269/814 201400074420	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	STEPHEN, DREW ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/25/2013	12-001007.000	3/19/2014	269/451 #201400074331	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	MONTER, ROLLIN J.	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	9/16/2013	21-005004.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	RUBEL, DAVID ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/15/2013	21-006009.000 21-006009	3/24/2014	269/839 #201400074424	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	MCPEEK, JAYNE ET AL	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	11/6/2013	21-006001.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE

OH	BARNESVILLE LINE	MILLER, ALLEN ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	10/26/2013	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	YOMMER, WILLARD ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	10/26/2013	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	SMITH, ROBERT	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	11/12/2013	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	FARNSWORTH, CLAYTON ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	11/16/2013	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	MILLER, MARVIN ET UX	ANTERO RESOURCES MIDSTREAM LLC	OPTION/EASEMENT AGREEMENT	1/7/2014	210070000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	SNYDER, TIMOTHY ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	11/8/2013	210110000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
			ANTERO RESOURCES	PERMANENT					CONSENT TO	

OH	BARNESVILLE LINE	ROE, DELLANO	APPALACHIAN CORPORATION ANTERO	EASEMENT AGREEMENT	4/10/2013	21012000000	3/24/2014	269/830 #201400074423	ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	BRINSON, ROY ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	11/30/2013	21012000000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	PATCHIN, TROY	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	9/18/2013	120010051000 120010050000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	CHRISTMAN, JOHN	RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/31/2013	120010060000 120010090000	3/19/2014	269/416 #201400074327	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	BYLER, ELMER	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/26/2013	12-0010100.000 12-0060030.000 12-0060160.000	2/13/2014	265/661 #20140073544	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	STEPHEN, DREW ET AL	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	11/1/2013	12-001015.0000	3/19/2014	269/443 #201400074330	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	BURKHART, WILMA	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	10/10/2013	12-0050130.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	CAMPBELL, MALVERN ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	10/9/2013	12-0060070.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	YODER, ADEN	RESOURCES CORPORATION ANTERO	EASEMENT AGREEMENT	12/11/2014	120060100000 120060200000	3/19/2014	269/397 #20140074324	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	HILL, MARK, TRUSTEE, ET UX	RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/8/2013	12-006014.0000	3/19/2014	269/407-415 #201400074326	CONSENT TO ASSIGN NOT REQUIRED	MONROE

OH	BARNESVILLE LINE	VARGO, EDWARD ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	9/23/2013	120060190000 120010020000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	WILLIAMS, LEONARD ET UX	RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	11/20/2013	120080040000 37-0000288.0000 12-008006.0000	3/18/2014 3/24/2014	465/154 #201400004477 269/758 #201400074414	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	HILL, MARK, TRUSTEE, ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	10/8/2013	12-008017.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	PFALZGRAF, GEORGE ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	12/6/2013	200140100000 200130110000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	BIEDENBACH, DENNIS & ELAINE	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	4/3/2013	20-015012.0000 210013004000 120020030000 120020020000	3/24/2014	269/806 #201400074420	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	GENTILE, ANTHONY ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	10/14/2013	210050010000 210050011000 210010030000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	BROWNFIELD, RANDALL	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	9/16/2013	210050010000 210050051000 210050050000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	HEIDBREDER, ROBERT ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	9/26/2013	210060110000 210070110000			CONSENT TO ASSIGN NOT REQUIRED	MONROE

OH	BARNESVILLE LINE	HEADLEY, MARK E. ET UX	RESOURCES MIDSTREAM LLC ANTERO	PERMANENT EASEMENT AGREEMENT	1/14/2014	007004.0000 21-007030.000 21-007034.000 21-007035.000 21-007036.000 21-012017.000 21-007004.0000 21-007033.0000	3/24/2014	269/790 #20140074418 269/782 #20140074417 269/774 #20140074416 269/766 #201400074415 269/798 #201400074419	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	WILLS, SHELBA	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	12/14/2013	210110090000 210110130000 210130110000 210130030000 210060070000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	YOMMER, WILLARD ET UX	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	10/7/2013	20-004003.000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	BARNESVILLE LINE	BURKHART, CYRIL, TRUSTEE	RESOURCES CORPORATION ANTERO	OPTION/EASEMENT AGREEMENT	11/8/2013	200170000000	6/12/2013	244/665-672 #201300068553	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	CARPENTER	HEFT, RUBY	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	3/29/2013	200170000000	4/24/2013	240/1002-1009 #201300067756	NOT REQUIRED	MONROE
OH	CARPENTER	CARPENTER, WALLACE & JUDY	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/19/2012	200170000000	4/24/2013	240/1010-1014 #210300067757	NOT REQUIRED	MONROE

OH	CARPENTER	CARPENTER, WALLACE & JUDY	RESOURCES APPALACHIAN CORPORATION ANTERO	MODIFICATION OF SURFACE FACILITY	5/23/2013	200170000000	6/12/2013	244/709-711 #201300068559	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
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OH	CARPENTER	CARPENTER, WALLACE & JUDY	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	5/17/2013	200170000000	6/12/2013	244/712-714 #201300068560	NOT REQUIRED	MONROE
OH	CARPENTER	COBLENTZ, MARVIN D.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/25/2012	200170000000 200170060000	4/24/2013	240/1015-1022 #201300067758	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	CARPENTER	KUHN JOSEPH ETUX	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	5/14/2013	200160050000 210160051000 210110100000	9/19/2013	252/663-667 #20130007084	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	Carpenter FWI	Wallace R & Judy A Carpenter Vol 177PG 430	ANTERO RESOURCES APPALACHIAN CORPORATION	MEMORANDUM OF WELL OPERATIONS EASEMENT AND SURFACE USE COMPENSATION AGREEMENT	7/6/2012	210170030000	8/20/2012	225/24 201200063235	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BYLER, DANIEL A. & ROSE G.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/15/2012	21-001010.0000 21-001009.0000	9/24/2013	253/26-35 #201300070590	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BYLER, DANIEL A. & ROSE G.	RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	3/9/2013	21-001010.0000	9/24/2013	253/41-45 #201300070593	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BYLER, DAN D. & SALLY G.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/6/2013	21-001013.0000	9/24/2013	OR253/53-60 #201300070595	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BOYD, HARRY & HOLLY	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/15/2013	21-002017.0000	9/24/2013	253/46-52 #201300070594	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	HOCHSTETLER, JAKE & SARAH	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/9/2013	21-002008.0000	9/24/2013	253/69-76 #201300070597	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	MILLER, JONAS & BARBARA	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2012	21-002005.0000	9/24/2013	253/77-84 #201300070598	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	CARPENTER, JAMES DALE & RICHARD ALAN	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/7/2012	21-002006.0000 21-008002.0000	9/24/2013	253/94-102 #201300070600	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	2/12/2013	21-009008.0000 21-009007.0000	4/24/2012	240/981-987 #201300067753	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	5/5/2013	21-009008.0000 21-009007.0000	6/6/2013	244/715-719 #201300068561	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	LEACH, ERIN M. & DERRICK	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	3/15/2013	21-009001.0000 21-00918.0000	9/24/2013	253/36-40 #201300070592	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	LEACH, ERIN M. & DERRICK	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/9/2012	21-009001.0000 21-00918.0000	2/13/2014	265/669-676 #201400073545	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	BYLER, DAVID & FANNIE	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/10/2013	21-002004.0000 21-001002.0000	9/24/2013	253/61-68 #201300070596 259/224-227	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	SCHESER, ELIZABETH	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/7/2013	21-002002.2000 21-002002.0000 21-002002.1000	12/3/2013	#201300072119 259/228-26 #201300072120	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/15/2013	21-009008.0000 21-009007.0000	9/24/2013	253/85-93 #201300070599	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN LATERAL	BYLER, DANIEL & ROSE	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	4/21/2014	21-001010.0000 21-001009.0000				MONROE
OH	ERVIN LATERAL	BYLER, DAN & SALLY	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	4/21/2014	21-001013.0000			NO CONSENT REQUIRED	MONROE
OH	ERVIN LATERAL	HOCHSTETLER, JAKE M. ET UX	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	4/18/2014	21-002008.0000			NO CONSENT REQUIRED	MONROE
OH	ERVIN LINE	LEACH, ERIN M. (FORMERLY REX) CARPENTER, JAMES DALE & CARPENTER, RICHARD ALAN	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT AGREEMENT	9/26/2013	21-009001.0000 21-00918.0000	9/26/2013	265/677-678 #201400073546	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	ERVIN LINE	DALE & CARPENTER, RICHARD ALAN	ANTERO RESOURCES CORPORATION	EXTRA TEMPORARY WORKSPACE	11/19/2013	21-002006.0000 21-008002.0000			CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	Hothem 1	Hothem Family Properties	ANTERO RESOURCES CORPORATION	Water Impoundment and Compensation Agreement FW 1						MONROE

OH	MONROE LATERAL	KLINKENBERG, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	6/21/2013	21-0080140.000	3/11/2014	267/306-312 201400073986	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	URBAN LATERAL	HEFT, URBAN LEWIS JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	10/6/2013	210110000000	2/14/2014	265/754-756 #201400073570	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	URBAN LATERAL	HEFT, URBAN LEWIS JR.	ANTERO RESOURCES CORPORATION	SURFACE FACILITY EASEMENT	10/6/2013	210110000000	12/3/2013	259/240-244 #201300072122	CONSENT TO ASSIGN NOT REQUIRED	MONROE
OH	URBAN LATERAL	HEFT, URBAN LEWIS JR.	ANTERO RESOURCES MIDSTREAM LLC	MEMORANDUM OF CONSIDERATION FOR ABOVE GROUND WATERLINE	1/10/2014	21-011012			CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	URBAN LATERAL	HEFT, URBAN LEWIS	ANTERO RESOURCES MIDSTREAM LLC	MEMORANDUM OF CONSIDERATION FOR ABOVE GROUND WATER	1/10/2014	21-011012			NO CONSENT REQUIRED	MONROE
OH	UTICA	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/17/2013	20010006000	4/24/2013	240/980-988 #201300067754	NOT REQUIRED	MONROE
OH	UTICA	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/17/2013	200170000000	4/24/2013	240/980-988 #201300067754	NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/20/2012	210090000000	4/24/2013	240/952-960 #201300067749	NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/20/2012	210090000000	4/24/2013	240/952-960 #201300067749	NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	6/20/2012	210090000000	4/24/2013	240/961-966 #201300067750	CONSENT TO ASSIGN IS NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	6/20/2012	210090000000	4/24/2013	240/961-966 #201300067750	NOT REQUIRED	MONROE
OH	UTICA	RUBEL, THOMAS NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/26/2012	210090000000	4/24/2013	240/967-975 #201300067751	NOT REQUIRED	MONROE

OH	UTICA	RUBEL, THOMAS NEIL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT AGREEMENT	1/26/2013	210090000000	4/24/2013	240/976-80 #201300067752	NOT REQUIRED	MONROE
OH	UTICA	VANFOSSEN, JANET M. & RUBEL, THOMAS N.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	5/5/2013	210090000000	6/12/2013	244/715- #201300068561	NOT REQUIRED	MONROE
OH	UTICA	RUBEL, GARY A. & NANCY	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	2/17/2013	200100020000 200100030000 200100040000 210100050000 210100060000 210100070000 210100080000	4/24/2013	240/996-1001 #201300067755	NOT REQUIRED	MONROE
OH		Guy and Josephine Brown	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWAL AGREEMENT	10/24/2012	Jackson Twshp-Section 18-10-015001.000; Jackson Twshp-Section 24-10-016026.000	4/4/2013	239/437	yes	MONROE
OH		Forrest Frank	ANTERO RESOURCES CORPORATION	Water Impoundment and Compensation Agmt Exhibit A	3/10/2014	Section 15 and 16 120120050000/120130060000	4/18/2014	272/92-93	Yes	MONROE
OH		Forrest Frank	ANTERO RESOURCES CORPORATION	Water Impoundment and Compensation Agmt Exhibit B	3/10/2014	Section 15 and 16 120120050000/120130060000	4/18/2014	272/94-95	Yes	MONROE
OH		Carson and Teresa Spence	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWAL AGREEMENT	1/20/2013	Section 21-20-0170031.000	2/21/2013	236/860	yes	MONROE
OH		Hothem Family Properties	ANTERO RESOURCES CORPORATION	Water Impoundment and Compensation Agmt FW 1&2	5/23/2014	Section 30 37-00365/37-00364	7/8/2014	278/936-937	Yes	MONROE
OH	BATESVILLE	ERVIN, STEVEN & KATHERINE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/6/2013	01-0021322.001	3/7/2014	242/660-666 #201400063990	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	WYSCARVER, JAMES CLINTON AND AMY DIANNE	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/2/2013	01-21323	3/7/2014	242/618 # 201400063983	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	JANOSKO, JOHN R., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	36-0051151.000	NOT RECORDED		CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	DOLLISON, CARL & LORI	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/11/2013	36-0021026.000	2/13/2014	241/110-123 #201400063622	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	DOLLISON, CARL ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	11/7/2013	36-0021026.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	BATESVILLE	DOLLISON, CARL ET UX	RESOURCES CORPORATION	WAREYARD AGREEMENT	12/10/2013	36-0021026.000			ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	BARKHEIMER REALTY, LTD	RESOURCES CORPORATION	EASEMENT AGREEMENT	8/7/2013	36-0021028.000	2/14/2014	241/311	ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	EXHIBIT MODIFICATION	11/21/2013	36-0021029.000	2/13/2014	241/106-109 #201400063621	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	EXHIBIT MODIFICATION	11/21/2013	0021036.000	2/13/2014	241/106-109 #201400063621	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	EXHIBIT MODIFICATION	11/21/2013	0021029.000	2/13/2014	241/102-105 #201400063620	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/20/2013	0021036.000	2/13/2014	241/92-101 #201400063619	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	GREGG, DELMAR H. & JANE E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/16/2013	0021037.000	2/12/2014	241/75-82 #201400063614	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	JANOSKO, JOHN R. AND CATHLEEN M.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/5/2013	0051151.000	2/14/2014	241/319 #201400063674	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	FRYE, TERRY L., ET AL	ANTERO RESOURCES CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	11/21/2013	36-21029 & 36-21036	2/13/2014	241/102 #201400063620	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	GREGG, DELMAR H. & JANE E.	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	7/16/2013	36-21037	2/12/2014	241/75 #201400063614	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	BATESVILLE	HAVRAN, PATRICK; ROOSEN, VICTORIA; HAVRAN, HAVRAN; HORN, CAROL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	5/16/2014	31-21109.000	31-21110.000		CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	LATERAL	CLINE LATERAL (OH)	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/20/2014	01-0021295.001			NO CONSENT REQUIRED	NOBLE
OH	East Law FWI	Myron & Cynthia Law OR 103 P 593	ANTERO RESOURCES APPALACHIAN CORPORATION	MEMORANDUM OF WATER IMPOUNDMENT AND COMPENSATION AGREEMENT	4/25/2013	310021235000	310021233000		CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	East Law FWI	Myron & Cynthia Law & John C aw OR 138 P 593	ANTERO RESOURCES APPALACHIAN CORPORATION	MEMORANDUM OF WATER IMPOUNDMENT AND COMPENSATION AGREEMENT	4/25/2013	310021235000	310021233000		CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	LONG, OMER ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/18/2012	0021196.000	10/8/2013	233/17-27 #201300061681	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	SLAGLE, PORTER DAVID & CHARLOTTE ELIZABETH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/29/2013	0021195.001	12/3/2013	236/356-363 #20130062513	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	BATES, STEVE G. & JANET, TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/10/2012	0021200.000	9/23/2013	231/471-479 #201300061295	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	BATES, STEVE G. & JANET, TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS	3/12/2013	0021200.000	9/23/2013	231/480-483 #201300061296	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	ERVIN	CARPENTER, MICKEY & DEBORAH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/11/2012	01-0021211.000	9/23/2013	231/446-453; #201300061292	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	PICKENPAUGH, QUINTELLA & WILLIAM	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/8/2013	0021217.000	0050083.000	233/132-143 #201300061699	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MILLER, HARVEY J. & ALMA D., ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/3/2012	01-0021223.000	01-0021222.004	231/462-470 #201300061294	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

ANTERO

OH	ERVIN	LONG, DARRELL	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/7/2012	01-0021319.001	9/23/2013	231/493-500 #201300061299	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	LONG, DARRELL	RESOURCES APPALACHIAN CORPORATION ANTERO	SURFACE FACILITY EASEMENT	7/10/2013	01-0021319.001			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	ERVIN, STEVEN & KATHERINE	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/12/2012	01-0021322.001	3/7/2014	242/633-641 #201400063985	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	DOLLISON, RICHARD & LINDA	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/12/2012	01-0021324.000	9/23/2013	231/484-492; #201300061297	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	DOLLISON, RICHARD & LINDA	RESOURCES APPALACHIAN CORPORATION ANTERO	SURFACE FACILITY EASEMENT	6/20/2013	01-0021324.000	12/3/2013	236/391-395 #201300062518	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	BROCK, MARK T.	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/11/2012	01-0021325.000	9/23/2013	231/501-509 #201300061300	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MANGES, JERRY C. & ROSA LEE	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/20/2012	01-0021326.000	12/3/2013	236/371-379 #201300062515	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MANGES, JERRY C. & ROSA LEE	RESOURCES APPALACHIAN CORPORATION ANTERO	SURFACE FACILITY EASEMENT AGREEMENT	1/19/2013	01-0021326.000	12/3/2013	236/385-390 #201300062517	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MANGES, JERRY C. & ROSA LEE	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT ROAD ACCESS	1/19/2013	01-0021326.000	12/3/2013	236/389-84 #201300062516	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	PICKENPAUGH, QUINTELLA & PATRICIA MORRIS	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	1/4/2013	01-0021344.000 01-0021217.000		236/400-408 #201300062520	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
									GRANTEE HAS THE RIGHT TO ASSIGN THE OPTION; GRANTEE MUST OBTAIN WRITTEN CONSENT FROM GRANTOR TO ASSIGN THE EASEMENT BUT CONSENT SHALL NOT BE UNREASONABLY WITHHELD. CONSENT IS NOT A NECESSITY IF GRANTEE IS ASSIGNING THIS EASMENT TO AFFILIATE OR SUBSIDIARY COMPANY OF THE GRANTEE.	
OH	ERVIN	GRISSOM, JAMES ET UX	ANTERO RESOURCES CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	8/14/2013	01-0021349.000	9/23/2013	231/438-445 #201300061291	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	ROE, GARY	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	2/14/2013	01-0021486.000	9/23/2013	OR231/518-525; 201300061303	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	NEUHART, TONY M. & JANICE M.	ANTERO RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	1/10/2013	01-0021486.001	9/23/2013	231/510-517 #201300061302	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	POTOCHNIK, ANTHONY JR, TRUSTEE	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	2/1/2013	01-0021490.000 01-0021491.000	2/12/2014	241/34-46 #201400063607	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	POTOCHNIK, ANTHONY JR, TRUSTEE	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	2/1/2013	01-0021490.000 01-0021491.000	2/1/2014	241/34	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	POTOCHNIK, ANTHONY JR, TRUSTEE	RESOURCES APPALACHIAN CORPORATION ANTERO	MODIFICATION OF OPTION/EASEMENT	3/1/2013	01-0021491.000 01-0021490.000	2/1/2014	241/43	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	MILLER, JOE J. & BETTY D.	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	10/24/2012	01-0050070.000	9/23/2013	231/454-46; #201300061293	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	PICKENPAUGH, QUINTELLA & WILLIAM	RESOURCES APPALACHIAN CORPORATION ANTERO	SURFACE FACILITY EASEMENT	8/7/2013	01-0050083.000	10/8/2013	233/144-148 #201300061701	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	ROE, KATHY ET AL	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT EASEMENT AGREEMENT	11/23/2012	01-0050111.000	10/8/2013	233/1-16 #201300061680	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN	ROE, KATHY ET AL	RESOURCES APPALACHIAN CORPORATION ANTERO	PERMANENT ROAD ACCESS EASEMENT	6/28/2013	01-0050111.000	12/3/2013	236/364-70 #201300062514	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LATERAL	BATES, STEVE, TRUSTEE, ET UX	ANTERO MIDSTREAM LLC ANTERO	SURFACE FACILITY EASEMENT AGREEMENT SURFACE FACILITY	4/10/2014	01-21200.000			NO CONSENT REQUIRED	NOBLE

OH	ERVIN LATERAL	ERVIN, STEVEN E. ET AL	MIDSTREAM LLC	EASEMENT AGREEMENT	4/2/2014	01-21322.001			NO CONSENT REQUIRED	NOBLE
OH	ERVIN LATERAL	ANTHONY POTOCHNIK, JR., TRUSTEE	ANTERO MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT		01-21490 01-21491			NO CONSENT REQUIRED	NOBLE
OH	ERVIN LINE	SLAGLE, PORTER DAVID ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	11/7/2013	01-0021195.001			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	LONG, OMER ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	9/30/2013	01-0021196.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	PICKENPAUGH, WILLIAM ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	11/8/2013	01-0021217.000	12/3/2013	236/409-413 #201300062521	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	MILLER, HARVEY ET AL	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	10/17/2013	01-0021223.002			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	ERVIN, STEVE ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	8/14/2013	01-0021322.001	3/7/2014	242/642 #201400063987	CONSENT TO ASSIGN NOT REQUIRED	NOBLE

OH	ERVIN LINE	ERVIN, STEVE ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	1/13/2014	01-0021322.001	3/7/2014	242/648 #201400063988	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	ERVIN, STEVE ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	1/13/2014	01-0021322.001	3/7/2014	242/654 #201400063989	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	DOLLISON, RICHARD ET UX	ANTERO RESOURCES CORPORATION	MODIFICATION OF SURFACE FACILITY AGREEMENT	9/7/2013	01-0021324.000	12/3/2013	236/396-399 #201300062519	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	PICKENPAUGH, QUINTELLA & MORRIS, PATRICIA	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	11/18/2013	01-0021344.000	NOT RECORDED		CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	ERVIN LINE	ROMONT FARMS, LLC	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD AGREEMENT	9/28/2013	02-0022100.000 01-0021195.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	Hill	Jeffrey S Hill, Trustee of the Wilford S Hill Keystone Inheritance Trust Dated March 9 2010	ANTERO RESOURCES CORPORATION	Water Impoundment and Compensation Memorandum of Well Operations Easement and Surface Use Compensation Agreement	4/28/2014					NOBLE
OH	Justice FWI	Timoth J Justice OR 94 P 673 46.92 AC 31-21275.000	ANTERO RESOURCES APPALACHIAN CORPORATION		9/12/2012	31-21275.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	Justice FWI	Kiel & Shirley Miley OR 5 P 869 7.327 AC 31-21269.003	ANTERO RESOURCES APPALACHIAN CORPORATION							NOBLE
OH	LASKO LATERAL	HAYES, ERNEST & SHARON	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	7/28/2014	37-11309			NO CONSENT REQUIRED	NOBLE
OH	LASKO LATERAL	RICH, DONALD HERBERT	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	8/26/2014	37-11311.000			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	OLIVER, KENNETH J.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/17/2013	31-0021104			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	OLIVER, KENNETH	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/17/2013	31-0021104			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O		ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	11/9/2013	31-0021106			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	CRUM, FORAKER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	6/1/2013	31-0021106 31-0051218			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	CRUM, FORAKER	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	6/1/2013	31-0021106 31-0051218			NO CONSENT REQUIRED	NOBLE

OH	MUSKINGUM ABOVE GROUND H2O	CRUM, CARLA (GRELLES) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	11/9/2013	31-0021106.000	4/1/2014	244/635-642 #201400064360	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	ROYER, SAMUEL T. III	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/12/2013	31-0021114			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	ROYER, SAMUEL III	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/12/2013	31-0021114			NO CONSENT REQUIRED	NOBLE

OH	MUSKINGUM ABOVE GROUND H2O	FARRAH, DAVID	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/18/2013	31-0021142.001			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	FARRAH, DAVID	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/18/2013	31-0021142.001			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	STACK, DEAN O.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/10/2013	31-0021145			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	ALESHIRE, ILANA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/25/2014	31-0051219			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	STOWE, MARGARET	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT	3/26/2014	31-0051219.3			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	STACK, DEAN O.	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/10/2013	31-21145			NO CONSENT REQUIRED	NOBLE
OH	MUSKINGUM ABOVE GROUND H2O	ALESHIRE, ILANA G.	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT						NOBLE
OH	OH-MONROE	KLINKENBERG, CHARLES	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE	6/21/2013	21-0080140.000			NOT REQUIRED	NOBLE
OH	PRICE LATERAL	PRICE, JOSEPH A. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/13/2013	31-0021383.003	4/1/2014	244/665 201400064366	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	Rich FWI	Louise Annette Rich et al Vol 129 pg11 127.15 AC P.N. 31-0021366.000	ANTERO RESOURCES APPALACHIAN CORPORATION							NOBLE
OH	Rich FWI	Jack R & Norma R Miley Trustees SOR Vol 3 Pg 629 71.14 AC P.N. 31-0021369.000	ANTERO RESOURCES APPALACHIAN CORPORATION							NOBLE
OH	Rich FWI	Wayne F & Martha J Miley S: OR Vol 126 Pg 750 40 ac P.N.31-0021264.000	ANTERO RESOURCES APPALACHIAN CORPORATION	ACCESS ROAD AGREEMENT	8/27/2012	310021264.0000 310051214.005				NOBLE
OH	Rich FWI	Louise Annette Rich et al Vol 129 Pg 11 104.00 P.N. 31-0021349.000	ANTERO RESOURCES APPALACHIAN CORPORATION							NOBLE
OH	Schroeder FWI	Anthony L & Christina A Schroeder S Deed Vol 162 PG 431 82.06 AC P.N. 07-21143.000	ANTERO RESOURCES APPALACHIAN CORPORATION							NOBLE
OH	Schroeder FWI	Anthony L & Christina A Schroeder S: Deed Vol 162 Pg 431 76.681 AC P.N. 07-21142.000	ANTERO RESOURCES APPALACHIAN CORPORATION							NOBLE
OH	SCHULTZ	POSTLEWAIT, RODNEY ET UX	ANTERO RESOURCES CORPORATION	OPTION/EASEMENT AGREEMENT	10/29/2013	01-0021367.000 01-0021368.004	N/A	N/A	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	BOMBORIS, RICHARD M. ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	11/14/2013	01-0021374.004	4/1/2014	244/652 201400064364	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	BOMBORIS, RICHARD M. ET UX	ANTERO RESOURCES MIDSTREAM LLC	SURFACE FACILITY EASEMENT AGREEMENT	1/15/2014	01-0021374.004 01-0021384.003 01-0021385.000 01-0050052.000 36-0021032.000 36-0021033.000	4/1/2014	244/660 201400064365	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	BARKHEIMER REALTY, LTD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT WATER LINE	3/7/2014	0021034.000 01-0021404.000 01-0021404.002 01-0021374.002 01-0021374.003	4/1/2014	244/691 201400064369	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	SCHULTZ, LARRY M.	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/8/2014	0021374.003 36-0021032.000 36-0021033.000 36-0021034.000 01-0021385.000 01-0021384.003	PENDING	N/A	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SCHULTZ	BARKHEIMER REALTY, LTD	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT	3/7/2014	0021384.003	4/1/2014	244/691 201400064369	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	SHULTZ LATERAL	SCHULTZ, LARRY	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	9/5/2014	01-21374.003			NO CONSENT REQUIRED	NOBLE
OH	Traska	Frank Traska and Charise A Traska	ANTERO RESOURCES CORPORATION	Water Impoundment and Compensation	8/6/2013					NOBLE

OH	Traska SFWI	Frank and Charisse	ANTERO RESOURCES CORPORATION	Water Impoundment	8/6/2013	01-21433 01-0021406.001	9/27/2013	231/963-964	Yes	NOBLE
OH	TRASKA WATER LINE	TRASKA, FRANK ET AL	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	1/9/2014	0021433.000 01-0021375.003	4/1/2014	244/ 683 #201400064368	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE SR. ET UX	ANTERO RESOURCES CORPORATION	SURFACE FACILITY AGREEMENT	10/3/2013	01-0021264.000			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	UTICA	BATES, MARLENE A., TRUSTEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/5/2012	23-0021070.000 23-0021074.000	6/6/2013	225/287-297 #201300059759	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CARPENTER, DWIGHT J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/11/2012	23-0021080.000 23-0051062.000 23-0021073.000	4/23/2013	222/608-616 #210300059128	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	SHREVE, ROGER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/31/2012	23-0021078.000	4/23/2013	222/608-616 #210300059128	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	SHREVE, ROGER	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT AGREEMENT	11/28/2012	23-0021078.000	4/23/2013	222/631-636 #201300059131	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/12/2013	23-0021090.000	7/26/2013	227/1015-1019 #201300060448	NOT REQUIRED	NOBLE
OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/4/2012	23-0021090.000 23-0051012.000	4/23/2013	222/507-597 #201300059125	NOT REQUIRED	NOBLE
OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	2/14/2013	23-0021090.000 23-0051012.000	4/23/2013	222/598-603 #201300059126	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	4/16/2013	23-0021090.000 23-0051012.000	4/23/2013	222/604-607 #201300059127	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BRITS, CLARA (AKA CHAVIES)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/16/2013	23-0021090.000 23-0051012.000	4/23/2013	222/604-607 #201300059127	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MORRIS, DONALD & CARINA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/21/2012	23-0021125.000	4/23/2013	222/645-652 #201300059133	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MORRIS, DONALD & CARINA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT & OPTION AGREEMENT	11/11/2012	23-0021125.000	4/23/2013	222/653-658 #201300059134	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	AMERIWOOD, LTD.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/2/2012	23-0021126.000	4/23/2013	222/637-644 #210300059132	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	AMERIWOOD, LTD.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/4/2013	23-0021126.000	7/26/2013	227/994-998 #20130	NOT REQUIRED	NOBLE
OH	UTICA	COBLENTZ, MARVIN D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/25/2012	23-0021144.000	4/23/2013	222/659-666 #201300059136	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BONAR, KENNETH & AUDREY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/20/2012	23-0021151.000	4/23/2013	222/675-682 #201300059138	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	1/4/2013	23-0021160.000	9/19/2013	231/265-266 #201300061252	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	1/4/2013	23-0021161.000	9/19/2013	231/265-266 #201300061252	NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	11/16/2012	23-0021161.000 23-21240.000	6/6/2013	225/306-308 #201300059761	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MCVICKER, JAMES & JANIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/17/2012	23-0021238.000	4/23/2013	222/691-698 #201300059140	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	THOMPSON, DENNIS	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/24/2012	23-0021238.002	4/23/2013	222/783-790 201300059154	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/14/2012	23-0021244.000	4/23/2013	222/683-690 #201300059139	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/14/2012	23-0021244.000	9/19/2013	231/263-264 #201300061251	NOT REQUIRED	NOBLE
OH	UTICA	HANNAHS, NORMA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/26/2012	23-0051016.000 23-0021125.002	4/23/2013	222/767-774 #201300059152	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	GRAY, JOHN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/26/2012	23-0051017.000	6/6/2013	225/325-332 201300059675	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	GRAY, JOHN	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT & OPTION AGREEMENT	3/3/2013	23-0051017.000	6/6/2013	225/333-335 #201300067749	NOT REQUIRED	NOBLE
OH	UTICA	GRAY, JOHN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/26/2012	23-0051017.000	6/6/2013	225/325-332 201300059675	NOT REQUIRED	NOBLE
OH	UTICA	CARPENTER, DWIGHT J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	2/4/2013	23-0051062.000	4/23/2013	222/617-621 #201300059129	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	HANNAHS, DOUGLAS & BETH	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	9/26/2012	23-0051064.000	4/23/2013	222/775-782 201300059153	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CAMPBELL, MICHAEL & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/2/2012	23-0051118.000	4/23/2013	222/783-790; #201300059154	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CAMPBELL, MICHAEL & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	4/26/2013	23-0051118.000	7/26/2013	227/961-965 #201300060437	NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	1/4/2013	23-21240.000	9/19/2013	231/265-266 #201300061252	NOT REQUIRED	NOBLE
OH	UTICA	FOLWARCZNY, WILLIAM & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/1/2012	23-21240.000 23-0021160.000	6/6/2013	225/298-305 #201300059760	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	DIMMERLING, RONALD J.(NOW IECM, LLC)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	5/18/2013	31-0021054.000	6/6/2013	225/282-286 #201300059758	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	DIMMERLING, RONALD J.(NOW IECM, LLC)	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/18/2013	31-0021054.000	7/26/2013	227/1025-1029 #201300060450	NOT REQUIRED	NOBLE
OH	UTICA	BATES, WILMA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/20/2012	31-0021056.000 31-0021057.000	4/23/2013	222/563-570 #201300059120	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BATES, WILMA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	2/11/2013	31-0021056.000 31-0021057.000	4/23/2012	222/571-574 #201300059121	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	BATES, WILMA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	3/26/2013	31-0021056.000 31-0021057.000	4/23/2012	222/575-578 #201300059122	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
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OH	UTICA	BATES, WILMA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/10/2013	31-0021057.000	7/26/2013	227/966-970 #201300060438	NOT REQUIRED	NOBLE
OH	UTICA	DIMMERLING, RONALD J.(NOW IECM, LLC)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/18/2012	31-0021069.000 31-0021054.000 31-0051149.000 31-0021070.000	4/17/2013	222/101-109 #201300059024	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	DIMMERLING, RONALD J.(NOW IECM, LLC)	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/18/2013	31-0021070.000	7/26/2013	227/1020-1024 #201300060449	NOT REQUIRED	NOBLE
OH	UTICA	CLEARY, JON, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT - ADD TRACTS	10/19/2012	31-0021101.000 31-0021126.004 31-0051132.003 31-0021071.000	6/6/2013	225/319-322 #201300059763	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CLEARY, JON, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT- MULTIPLE LINES	3/1/2013	31-0021101.000 31-0021126.004 31-0051132.003	6/6/2013	225/323-324 #201300059764	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	CLEARY, JON, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/19/2012	31-0021101.000 31-0051132.003	6/6/2013	225/309-318 #201300059762	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/18/2012	31-0021104.000	4/23/2013	222/579-586 #201300059123	NOT REQUIRED	NOBLE
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	10/25/2012	31-0021104.000	4/23/2013	222/587-589 #201300059124	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
		OLIVER, KENNY &	ANTERO RESOURCES APPALACHIAN	SURFACE FACILITY				227/1004-1008		

OH	UTICA	LISA	CORPORATION	EASEMENT	5/2/2013	31-0021104.000	7/26/2013	#201300060446	NOT REQUIRED	NOBLE
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD AGREEMENT	5/2/2013	31-0021104.000	7/26/2013	227/999-1003 #201300060445	NOT REQUIRED	NOBLE
OH	UTICA	OLIVER, KENNY & LISA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	7/27/2013	31-0021104.000	9/19/2013	231/293-297 201300061257	NOT REQUIRED	NOBLE
OH	UTICA	CAIN, DOUGLAS & DEBBIE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2012	31-0021111.000	6/6/2013	225/258-268 #201300059755	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, ADAM L & JAMIE L	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/14/2012	31-0021251.000	4/23/2013	222/537-544 #201300059116	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, ADAM L & JAMIE L	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	11/10/12	31-0021251.000	4/23/2013	222/545-549 #201300059117	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, ADAM L & JAMIE L	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	7/10/2013	31-0021251.000	7/26/2013	227/971-975 #201300060439	NOT REQUIRED	NOBLE

OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/13/2013	31-0021255.000 31-0051115.007	7/26/2013	227/976-980 #20130006440	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	2/1/2013	31-0021261.000	4/23/2013	222/470-474 #201300059106	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2012	31-0021261.000 31-0021255.000 31-0021264.000 31-0021038.000 31-0051115.007	4/23/2013	222/447-456 #201300059103	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	2/1/2013	31-0021261.000 31-0021255.000 31-0021264.000 31-0021038.000 31-0051115.007	4/23/2013	222/457-463 #201300059104	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	10/29/2012	31-0021264.000	4/23/2013	222/475-479 201300059107	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	6/13/2013	31-0021264.000	7/26/2013	227/981-985 #201300060441	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/28/2012	31-0021340.000	12/11/2012	215/176 #201200057194	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	8/28/2012	31-0021340.000	12/11/2012	215/184-188 #201200057195	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	2/2/2013	31-0021340.000	4/23/2013	222/726-731 #201300059145	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L. & JEAN A.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	8/28/2012	31-0021340.000	12/11/2012		CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/14/2012	31-0021342.000 31-0021346.000 31-0021347.000	12/11/2012	215/145-156 #201200057190	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	10/25/2012	31-0021342.000 31-0021346.000 31-0021347.000	12/11/2012	215/157-162 #201300057191	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	12/4/2012	31-0021342.000 31-0021346.000 31-0021347.000	4/23/2013	222/436-441 #20130005	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	12/4/2012	31-0021342.001	4/23/2013	222/436-441 #20130005	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT ROAD ACCESS EASEMENT	2/13/2013	31-0021342.001	4/23/2013	222/442 #20130005	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL J., JR.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/29/2012	31-0021343.000	12/11/2012	215/136-143 #201200057188	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	12/4/2012	31-0021346.000	4/23/2013	222/436-441 #20130005	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	12/4/2012	31-0021347.000	4/23/2013	222/436-441 #20130005	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	FINCANNON, DALE E.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	12/4/2012	31-0021347.000			NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2012	31-0021349.000	4/17/2013	222/110-120 #201300059025	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/11/2012	31-0021349.000	4/17/2013	222/121-127 #201300059026	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT	7/28/2013	31-0021349.000	9/19/2013	231/277-284 #201300061255	NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS	7/28/2013	31-0021349.000	9/19/2013	231/255-262 201300061250	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/28/2012	31-0021356.000	12/11/2012	215/163-170 #201200057192	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, PAUL L.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	11/9/2012	31-0021356.000	12/11/2012	215/171-175 #201200057193	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	RICH, LOUISE ANNETTE, ETUX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS	7/28/2013	31-0021366.000		222/ 447-456; #201300059103	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/12/2012	31-0051028.000 31-0021369.000	4/23/2013	222/499-503 #201300059111	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, JACK R. & NORMA R., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/22/2012	31-0051028.000 31-0021369.000	4/23/2013	222/504-511 #201300059112	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & APRIL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	7/26/2012	31-0051115.002	4/23/2013	222/550-557 #201300059118	NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & APRIL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/6/2013	31-0051115.002	4/23/2013	222/558-562 #201300059119	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	10/29/2012	31-0051115.007 31-0021038.000 31-0021255.000	4/23/2013	222/464-469 #201300059105	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	UTICA	MILEY, WAYNE & MARTHA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	2/1/2013	31-0051214.005	4/23/2013	222/470-474 #201300059106	NOT REQUIRED	NOBLE
OH	WARNER	WARNER, AYDREY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2013	23-21150			NO CONSENT REQUIRED	NOBLE
OH	WARNER LATERAL	HAMONAGAN BROTHERS	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/9/2014	23-0021139	3/7/2014	242/698 #201400063995	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WARNER LATERAL	ANTERO RESOURCES CORPORATION	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	5/7/2014	23-0021150			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WARNER LATERAL	WARNER, AUDREY BETTY	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/12/2013	23-0021150.000	3/7/2014	242/706 201400063996	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WARNER LATERAL	WARNER, AUDREY BETTY	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	2/27/2014	23-0021150.000	2/27/2014		CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WARNER LATERAL	WARNER, AUDREY BETTY	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	2/27/2014	23-0021150.000	2/27/2014		CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	Wayne FWI	Wayne F & Martha J Miley OR 126 P 750, 31-5124.005	ANTERO RESOURCES APPALACHIAN CORPORATION	Memorandum of Well Operations Easement and Surface Use Compensation Agreement	8/14/2012	310051214.005			CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS CREEK	ELLISON, BARBARA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	6/13/2013	31-0000052.000	2/13/2014	513/536-539 #201400001406	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	ELLISON, BARBARA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/7/2013	31-0000052.000	2/13/2014	513/528	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	HALL, TIMOTHY & JULIA S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/13/2013	31-0000426.000	2/13/2014	513/518-524 #201400001403	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	HALL, TIMOTHY & JULIA S.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	3/14/2013	31-0000426.000	2/13/2014	513/525-527 #201400001404	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE

OH	WILLS CREEK	RICH,DONALD & PATRICIA	RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY AGREEMENT	6/18/2013	37-0011311.000	2/13/2014	241/132-137 #201400063625	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS CREEK	RICH,DONALD & PATRICIA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT	6/18/2013	37-0011311.000	2/13/2014	241/138-141 #201400063626	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS CREEK	SAYRE, DWAYNE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	4/20/2013	37-0011328.000	7/26/2013	227/928-934 #201300060433	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS CREEK	HILL, JEFFREY SCOTT, TRUSTEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/12/2013	37-11304.001			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	RICH,DONALD & PATRICIA	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/15/2013	37-11311	2/13/2014	241/124	CONSENT TO ASSIGN NOT REQUIRED	NOBLE
OH	WILLS CREEK	HILL, JEFFREY SCOTT & TAMMY Y., TRUSTEES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/12/2013	37-21308.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	WILLS CREEK	HILL, JEFFREY SCOTT & TAMMY Y., TRUSTEES	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/12/2013	37-29074.000 37-21318.000 37-11295.000			CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
OH	MYRON	Ian Rolfe Frakes	ANTERO RESOURCES CORPORATION	Temp Above Ground Waterline Agmt	12/5/2013	31-21237	2/24/2014	437-715	Yes	NOBLE
OH		Michael and Judy Arnold	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	2/28/2013	Buffalo Twshp-Section 28-05-002125.002	7/22/2013	227/746	yes	NOBLE
OH		The Hill Principle Protection Trust	ANTERO RESOURCES CORPORATION	Water Impoundment and Compensation Agmt	3/18/2014	Section 18 32.21323	7/14/2014	250/404-405	Yes	NOBLE
OH		Jeffrey Hill, Trustee of The Wilford Hill Keystone Inheritance Trust	ANTERO RESOURCES CORPORATION	Water Impoundment and Compensation Agmt	4/28/2014	Section 18 37-11330	7/14/2014	250/406-407	Yes	NOBLE
OH		James Singer and Dennis F. Gerst	ANTERO RESOURCES APPALACHIAN CORPORATION	STORAGE AGREEMENT	4/18/2013	Section 6-28-2137.000	N/A	N/A	yes	NOBLE
OH	ERVIN LINE	BROCK, MARK T.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION/EASEMENT	11/3/2012	01-0021325.000	9/23/2013	231/508-509 #201300061301	CONSENT TO ASSIGN IS NOT REQUIRED	NOBLE
WV	OHIO TO ANNIE	MEES, SARAH	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS AGREEMENT	9/30/2013	7-6-70	PENDING	PENDING	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	SAMS, HARRY N., ET UX	ANTERO RESOURCES CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	9/26/2013	7-6-71			NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	TICE, JOHN R.	ANTERO RESOURCES CORPORATION	EXTENSION OF WAREYARD AGREEMENT	10/4/2013	7-15-7	N/A	N/A		PLEASANTS
WV	OHIO TO ANNIE	BARTLETT, LINDSEY	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY ROAD ACCESS AGREEMENT	10/23/2013	4-8-8	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	SMITH, JOHN A. AND EDITH U.	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY WORKSPACE	12/3/2013	7-11-16	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	BARTLETT, LINDSEY, ET AL	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY WAREYARD AGREEMENT	10/23/2013	4-8-18	N/A	N/A		PLEASANTS
WV	OHIO TO ANNIE	BARTRUG, MARK ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY AGREEMENT	9/7/2013	7-16-23	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	POWELL, JAMES, ET AL	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY ROAD ACCESS AGREEMENT	10/26/2013	7-11-47 7-12-21	N/A	N/A		PLEASANTS
WV	OHIO TO ANNIE	POWELL, JAMES, ET AL	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY WAREYARD AGREEMENT	10/26/2013	7-11-47; 7-11-46	N/A	N/A		PLEASANTS
WV	OHIO TO ANNIE	BARTRUG, MARK W. ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD	11/20/2013	7-16-11.1 7-16-12 7-16-12.1 7-16-23	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	BARTRUG, MARK ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS AGREEMENT	9/7/2013	7-16-12 7-16-23	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	BUTLER, ROBERT W. ET UX	ANTERO RESOURCES CORPORATION	TEMPORARY ACCESS ROAD	11/19/2013	7-6-67 7-6-103	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS
WV	OHIO TO ANNIE	BARNHART, HENRY & JUDITH	ANTERO RESOURCES MIDSTREAM LLC	LEASED ROAD ACCESS EASEMENT AGREEMENT	2/10/2014	7-6-72 7-6-73	N/A	N/A	NO CONSENT REQUIRED	PLEASANTS

WV	OHIO-ANNIE	TAYLOR, MATTHEW A. AND DAWNA M.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/21/2012	7-11-45	8/21/2013	292/621 #605076	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BUTLER, ROBERT WILLIAM, & PERACCHIO-BUTLER, CATHLEEN LOUISA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/7/2013	7-6-67	8/20/2013	292/517 #605041	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	MEES, SARAH E.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/23/2013	7-6-70	8/21/2013	292/589 #605071	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	MEES, SARAH E.	ANTERO RESOURCES APPALACHIAN CORPORATION	MEMORANDUM OF LEASE OF PIPARIAN RIGHTS AND WATER AND LAND USE	8/23/2013	7-6-70	9/3/2013	292/679 #605268	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	TICE, JOHN R.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/5/2013	7-15-7	8/21/2013	292/614 #605075	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BARTLEY, LINDSEY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/23/2013	4-8-8	8/21/2013	292/628 #605077	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	CHILDERS, TYRELL W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/18/2012	7-6-13	8/21/2013	292/559 #605067	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BARTLETT, LINDSEY & CAROLYN	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/23/2013	4-8-18	8/20/2013	292/503 #605039	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BARBER, DARIN J. & EDITH C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/12/2013	7-11-27	8/20/2013	292/496 #605037	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	FINNEY, ROSANNA MARIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/23/2012	4-5-11 4-5-12	8/21/2013	292/575 #605069	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	COLVIN, STEPHEN LEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/18/2012	4-5-14 4-5-15 4-8-7.3	8/20/2013	292/538 #605044	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	HEARTWOOD FOREST FUND IV LIMITED	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/1/2013	4-5-2; 7-6-64 7-6-109; 7-10-18A	8/21/2013	292/565 #605068	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	COLVIN, STEPHEN LEE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/5/2013	4-8-3.1	8/20/2013	292/525 #605042	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	COLVIN, STEPHEN LEE & MELISSA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/18/2012	4-8-3.1	8/20/2013	292/532 #605043	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	KAUFFMAN, ROBERT W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/27/2012	4-8-8.3	8/21/2013	292/582 #605070	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	WESTBROOK, GREGORY A. & BRENDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/5/2013	4-8-9; 4-8-10.5 4-8-10.6	8/21/2013	292/605 #605073	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	HOLMES, ROGER Q.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/8/2013	7-11-25.9; 7-11-5	8/20/2013	292/483 #605036	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	HFP, LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/17/2013	7-11-28 7-11-29	8/21/2013	292/552 #605066	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	POWELL, JAMES	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/18/2012	7-11-46; 7-11-47	8/21/2013	292/596 #605072	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BEN'S RUN LAND COMPANY LIMITED PARTNERSHIP	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/20/2013	7-1-3; 7-5-3; 10-7-2	8/19/2013	423/751 #75555	NOT REQUIRED	PLEASANTS
WV	OHIO-ANNIE	BARTRUG, MARK W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/13/2012	7-16-11.1; 12; 23	8/20/2013	292/510 #605040	NOT REQUIRED	PLEASANTS
WV	Annie Water Impoundment	Annie B Haymond	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation TEMPORARY SURFACE FACILITY	5/-/2012	5-14				RITCHIE
WV	BUCK RUN	JACKSON, STEPHEN	ANTERO MIDSTREAM LLC	EASEMENT OPTION AND AGREEMENT	7/24/2014	3-14-9			NO CONSENT REQUIRED	RITCHIE

WV	CHARLENE	DEWBERRY, LINDA TRUSTEE, THE LINDA C. DEWBERRY TRUST	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/21/2013	3-19-49	1/30/2014	324/393 #201400000496	NOT REQUIRED	RITCHIE
WV	CHARLENE	JACKSON, STEPHEN HEFLIN, B. MORGAN, TRUSTEE THE B. MORGAN HEFLIN TRUST	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	1/15/2014	3-14-9	N/A	N/A	90 DAY CONSENT REQUIRED	RITCHIE
WV	CHARLENE	HURST, JEFFERY AND BRENDA	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	2/25/2013	3-19-9	1/30/2014	324/401 #201400000497	NOT REQUIRED	RITCHIE
WV	CHARLENE	DAVIS, LEWIS & NORMA	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	11/18/2013	3-14-11			NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	DAVIS, LEWIS & NORMA	ANTERO RESOURCES CORPORATION	ROAD ACCESS EASEMENT AGREEMENT	2/18/2014	3-14-12	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	DAVIS, LEWIS PHILLIP, ET UX	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	10/22/2013	3-14-3 4 3-14-6 3-14-12	1/30/2014	324/532 #201400000522	NOT REQUIRED	RITCHIE
WV	CHARLENE	DAVIS, LEWIS & NORMA	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/24/2014	3-14-3 3-14-4 3-14-6	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	DAVIS, LEWIS & NORMA	ANTERO RESOURCES CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/24/2014	3-14-3 3-14-4 3-14-6 3-14-12			NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE	JACKSON, H. KENNETH, JR., ET UX	ANTERO RESOURCES CORPORATION	EXTENSION OF OPTION AGREEMENT AND PERMANENT EASEMENT AGREEMENT	10/22/2013	3-19-9.1	N/A	N/A	NOT REQUIRED	RITCHIE
WV	CHARLENE ABOVE GROUND WATER LINE	HEFLIN, B. MORGAN, TRUSTEE OF THE B. MORGAN HEFLIN TRUST	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT	5/2/2014	3-19-9	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE ABOVE GROUND WATER LINE	ROBINSON, LISA	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/29/2014	3-13-24	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE ABOVE GROUND WATER LINE	LAHUE, DAVID W.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/22/2014	3-13-21.4	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE ABOVE GROUND WATER LINE	PERKINS PRODUCTION COMPANY, LLC	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/28/2014	3-13-21.8	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE ABOVE GROUND WATER LINE	JACKSON, NORMAN & GLADYS	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/24/2014	3-19-6.4	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE ABOVE GROUND WATER LINE	JACKSON, STEPHEN	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT	4/24/2014	3-19-6.4	N/A	N/A	NO CONSENT REQUIRED	RITCHIE

WV	CHARLENE AND KELLEY ABOVE GROUND WATER	WAGGONER, EDDY D. WAGGONER, KELLY D.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	8/4/2014	3-13-19 3-13-20 3-3-21	N/A	N/A	NO CONSENT NEEDED	RITCHIE
WV	CHARLENE AND KELLEY LATERAL WATER	WAGGONER, EDDY AND KELLY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/16/2014	3-13-21			NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE AND KELLEY LATERAL WATER	WAGGONER, EDDY AND KELLY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	8/4/2014	3-13-19 3-13-20 3-13-21			NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE TEE TO WALNUT WEST	DRAIN, KENNETH AND MARY	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	7/22/2014	3-13-10.1 3-13-10.10	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE TEE TO WALNUT WEST	DRAIN, KENNETH AND MARY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/22/2014	3-13-10.1 3-13-10.10			NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE TEE TO WALNUT WEST	WELLS, ROGER AND NANCY	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	7/29/2014	3-13-18.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	CHARLENE TEE TO WALNUT WEST	WELLS, ROGER AND NANCY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/29/2014	3-13-18.1			NO CONSENT REQUIRED	RITCHIE
	CHARLENE TEE TO WALNUT	SELLERS, LOREN	ANTERO MIDSTREAM	TEMPORARY WATER LINE OPTION AND		3-13-19.1			NO CONSENT	

WV	WEST CHARLENE TEE TO WALNUT WEST	AND LENISE SELLERS, LOREN AND LENISE	LLC ANTERO MIDSTREAM LLC	AGREEMENT TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/29/2014 7/29/2014	3-13-10.12 3-13-19.1 3-13-10.12	N/A N/A	N/A N/A	REQUIRED NO CONSENT REQUIRED	RITCHIE RITCHIE	
WV	CHARLENE WATER	KEISTER, BOBBY JO KEISTER, MARANDA	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	3/28/2014	3-19-8	N/A	N/A	NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	KEISTER, BOBBY JO & MARANDA	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/28/2014	3-19-8			NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	JACKSON, STEVEN	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/24/2014	3-14-9			90 DAYS TO ANY NON-AFFILIATE	RITCHIE	
WV	CHARLENE WATER	B. MORGAN HEFLIN TRUST WAGGONER, EDDY D.	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/2/2014	3-19-9			NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	WAGGONER, KELLY D.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/16/2014	3-13-21	N/A	N/A	NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	ROBINSON, LISA D.	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/29/2014	3-13-24			NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	LAHUE, DAVID	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/22/2014	3-13-21.4			NO CONSENT REQUIRED	RITCHIE	
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WV	CHARLENE WATER	WILLIAMS, GUY R. WILLIAMS, MARY KATHERINE	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT	5/6/2014	3-13-21.5 3-13-21.6 3-13-21.7	N/A	N/A	NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	WILLIAMS, GUY AND MARY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/6/2014	3-13-21.5 3-13-21.6 3-13-21.7			NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	PERKINS OIL AND GAS	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/28/2014	3-13-21.8			NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	BUTCHER, FLOYD ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/1/2014	3-14-11.10			NO CONSENT REQUIRED	RITCHIE	
WV	CHARLENE WATER	JACKSON, NORMAN	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	2/24/2014	3-19-6.4			90 DAYS TO ANY NON-AFFILIATE	RITCHIE	
WV	CHARLENE WATER EDWIN LATERAL	JACKSON, KENNETH ET UX MACKAY, EDWIN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/23/2012	3-19-9.1			NO CONSENT REQUIRED	RITCHIE	
WV	EDWIN LATERAL	WILLIAMS, EDWIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2013	3-37-3			NO CONSENT REQUIRED	RITCHIE	
WV	EDWIN LATERAL	WILLIAMS, EDWIN	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	9/3/2013	3-37-5			NO CONSENT REQUIRED	RITCHIE	
WV	TEMPORARY ABOVE GROUND WATER LINE	WILLIAMS, EDWIN G.	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/9/2014	3-37-5	N/A	N/A	NO CONSENT REQUIRED	RITCHIE	
WV	GLASS	RICHARDS, JOHN W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/31/2012	10-13-19	5/28/2013	#201300002518	321/736	NOT REQUIRED	RITCHIE
WV	GLASS	RICHARDS, JOHN W. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL LINE AGREEMENT	11/29/2012	10-13-19	5/28/2013, corrected Modification	#201300002519; 324/568	#201400000550	NOT REQUIRED	RITCHIE
WV	GLASS	HARMS, MARY ET AL (ANTILL/ONEILL)	ANTERO RESOURCES APPALACHIAN CORPORATION	PIPELINE AGREEMENT	7/19/2012	45212	9/4/2013	322/837	#201300004113	NOT REQUIRED	RITCHIE
WV	GLASS	HARMS, MARY ET AL (ANTILL/ONEILL)	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL LINE AGREEMENT	12/14/2012	45212	1/30/2014	324/374	#201400000495	NOT REQUIRED	RITCHIE
WV	GLASS	ZINN, JUANITA ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT WITH VALVE SITE	4/18/2013	10-13-24	5/28/2013	321/761	#201300002523	NOT REQUIRED	RITCHIE
WV	GRIMM TO CAMPBELL WATER	CLAYTON, JOAN	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/28/2014	10-13-32			NO CONSENT REQUIRED	RITCHIE	
WV	GRIMM TO CAMPBELL WATER	GRIMM, BARRY	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/5/2012	10-9-17			NO CONSENT REQUIRED	RITCHIE	
WV	GRIMM TO CAMPBELL WATER	RICHARDS, GARY AND FREDIA	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/24/2014	10-13-25 10-13-25.1 10-13-28.3 10-13-30			NO CONSENT REQUIRED	RITCHIE	

WV	GRIMM TO CAMPBELL WATER	CAMPBELL, JOHN & LINDA	ANTERO MIDSTREAM LLC	ABOVE GROUND WATER LINE AGREEMENT	4/30/2014	10-13-30.1 10-13-30.2 10-19-4.1			NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO CAMPBELL WATER	CUNNINGHAM, FRANK AND PATRICK	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/22/2014	10-13-31 10-14-8.1			NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO CAMPBELL WATER	O'NEIL FAMILY TRUST	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/15/2012	10-14-3 10-14-3.1 10-14-10			NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO CAMPBELL WATER/NESS	NESS, ASHLEY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/14/2014	10-14-1 10-14-5 10-14-6 10-14-7			NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO JOHN CAMPBELL	CAMPBELL, JOHN & LINDA	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/30/2014	10-13-30	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO JOHN CAMPBELL	CLAYTON, JOAN HIGH	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/28/2014	10-13-32	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO JOHN CAMPBELL	RICHARDS, GARY & FREDIA	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/24/2014	10-13-25 10-13-25.1 10-13-28.3 10-13-30 10-13-30.1 10-13-30.2	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO JOHN CAMPBELL	CAMPBELL, JOHN & LINDA	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT AND OPTION	4/30/2014	10-13-30 10-19-4.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO JOHN CAMPBELL	CUNNINGHAM, PATRICK CUNNINGHAM, FRANK	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	4/22/2014	10-13-31 10-14-8.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO JOHN CAMPBELL	NESS, ASHLEY E., JR.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE AGREEMENT	4/14/2014	10-14-1 10-14-5 10-14-6 10-14-7	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	GRIMM TO JOHN CAMPBELL	BETTY O. NEWSOME, TRUSTEE O'NEIL FAMILY TRUST	ANTERO MIDSTREAM LLC	OPTION TO INSTALL ADDITIONAL PIPELINE (WATER) AND AGREED UPON PRICE.		10-14-10 10-14-3.1 10-14-3			NO CONSENT REQUIRED	RITCHIE
WV	Harshbarger North Water Impoundment	Timothy R O'Neil	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/5/2012	10-14				RITCHIE
WV	Harshbarger North Water Impoundment	Sharon S O'Neil	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/2/2012	10-14				RITCHIE
WV	Harshbarger North Water Impoundment	Mary Frances Harnes & Nancy Louise Antil	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/6/2012	10-14				RITCHIE
WV	Harshbarger North Water Impoundment	Romarlo LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/27/2012	10-14				RITCHIE
WV	Harshbarger North Water Impoundment	Kathleen R Hooven	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/7/2012	10-14				RITCHIE
WV	Harshbarger North Water Impoundment	Karah L Loftin and Kelcie J Loftin	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/3/2012	10-14				RITCHIE
WV	Harshbarger North Water Impoundment	O'Neil Family Trust, Daniel J O'Neil, Sean T O'Neil	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/27/2012	10-14				RITCHIE
WV	Harshbarger North Water Impoundment	Jason S Harshbarger and Michelle D Harshbarger	ANTERO RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	12/6/2012	15-14				RITCHIE
WV	Harshbarger South Water Impoundment	Timoth R O'Neil	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/5/2012	10-14				RITCHIE
WV	Harshbarger South Water Impoundment	Sharon S O'Neil	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/2/2012	10-14				RITCHIE
WV	Harshbarger South Water Impoundment	Mary Frances Harnes & Nancy Louise Antil	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/6/2012	10-14				RITCHIE
WV	Harshbarger South Water Impoundment	Romarlo LLC	ANTERO RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/27/2012	10-14				RITCHIE

WV	Harshbarger South Water Impoundment	Kathleen R Hooven	RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/7/2012	10-14					RITCHIE
WV	Harshbarger South Water Impoundment	Karah L Loftin and Kelcie J Loftin	RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/3/2012	10-14					RITCHIE
WV	Harshbarger South Water Impoundment	O'Neil Family Trust, Daniel J O'Neil, Sean T O'Neil	RESOURCES APPALACHIAN CORPORATION	Access Road and Impoundment	11/27/2012	10-14					RITCHIE
WV	Harshbarger South Water Impoundment	Jason S Harshbarger and Michelle D Harshbarger	RESOURCES APPALACHIAN CORPORATION	Water Impoundment and Compensation	12/6/2012	15-14					RITCHIE
WV	LANGFORD	GRIMM, BARRY D.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/28/2012	10-9-17	7/23/2012	317/174 #2476		NOT REQUIRED	RITCHIE
WV	LANGFORD	GRIMM, BARRY D.	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMETN	9/17/2012	10-9-17	5/28/2013	321/733 # 201300002517		NOT REQUIRED	RITCHIE
WV	LANGFORD	GRIMM, BARRY D.	RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/17/2012	10-9-17	7/23/2012	317/174 #20122476		NOT REQUIRED	RITCHIE
WV	LANGFORD	O'NEILL FAMILY TRUST/ANTILL	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/4/2012	10-14-10, 10-14-3.1, 10-14-3	6/28/2012	316/956 #2131		NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD, JACK & LINDA	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2012	10-8-6, 10-9-4, 10-9-10, 10-9-12.1, 10-9-12.2, 10-9-27	12/28/2012	318/642 #4721		NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD, JACK & LINDA	RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/3/2012	10-8-6, 10-9-4, 10-9-10, 10-9-12.1, 10-9-12.2, 10-9-27	8/21/2013	322/699 #201300003939		NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD/BERKLEY FAMILY TRUST ET AL	RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	12/3/2012	10-8-6.2, 3-40-25	1/30/2014	324/500 #201400000512		NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD/BERKLEY FAMILY TRUST ET AL	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMETN	10/8/2012	10-9-1.1	12/28/2012	318/659 201200004724		NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD/BERKLEY FAMILY TRUST ET AL	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2012	10-9-1.1, 10-8-6.2, 3-40-25	12/28/2012	318/651 #4723		NOT REQUIRED	RITCHIE
WV	LANGFORD	LANGFORD, JACK & LINDA	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMETN	10/8/2012	10-9-10, 10-9-12.1, 10-9-12.2	12/28/2012	318/649 #201200004722		NOT REQUIRED	RITCHIE
WV	LANGFORD	CAMPBELL, JOHN A. & LINDA	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/30/2012	10-9-10.1	9/11/2013	322/1006 #201300004222		NOT REQUIRED	RITCHIE
WV	LANGFORD	CAMPBELL, JOHN A. & LINDA	RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT	11/15/2012	10-9-10.1	1/30/2014	324/505 #201400000513		NOT REQUIRED	RITCHIE
WV	LANGFORD TO HARSHBARGER	O'NEILL FAMILY TRUST, ET AL	RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT DATED 5/23/2012	4/9/2014	10-14-3, 10-14-3.1, 10-14-10				NO CONSENT REQUIRED	RITCHIE
WV	LANGFORD TO HARSHBARGER	LANGFORD, JACK & LINDA	RESOURCES APPALACHIAN CORPORATION	PERMANENT ACCESS ROAD	7/16/2014	10-14-3.1, 10-14-10				NO CONSENT REQUIRED	RITCHIE
WV	LANGFORD TO HARSHBARGER	LANGFORD, JACK & LINDA	RESOURCES APPALACHIAN CORPORATION	TEMPORARY WORKSPACE AGREEMENT	6/17/2014	10-9-10, 10-9-12.2	N/A			NO CONSENT REQUIRED	RITCHIE
WV	LANGFORD TO HARSHBARGER	BERKLEY FAMILY TRUST, ET AL	RESOURCES APPALACHIAN CORPORATION	PERMANENT ROAD ACCESS EASEMENT AGREEMENT		3-40-25				NO CONSENT REQUIRED	RITCHIE
WV	LANGFORD TO HARSHBARGER	BERKLEY FAMILY TRUST, ET AL	RESOURCES APPALACHIAN CORPORATION	TEMPORARY FACILITY EASEMENT AGREEMENT		3-40-25				NO CONSENT REQUIRED	RITCHIE
WV	LANGFORD WEST TO JOHN RICHARDS	CUNNINGHAM, PATRICK & FRANK	RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/26/2014	10-13-31	N/A	N/A		NO CONSENT REQUIRED	RITCHIE
WV	LANGFORD WEST TO JOHN RICHARDS	NESS, ASHLEY E.	RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/12/2014	10-14-1	N/A	N/A		NO CONSENT REQUIRED	RITCHIE
WV	MIDDLE ISLAND CR	BISHOP, VELDA M.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EAEMENT AGREEMENT	12/12/2012	3-4-35	PENDING	PENDING		NOT REQUIRED	RITCHIE
WV	MIDDLE ISLAND CR	BISHOP, VELDA M.	RESOURCES APPALACHIAN CORPORATION	PERMANENT EAEMENT AGREEMENT	12/12/2012	3-4-35	3/25/2014	327/123 #201400001561		NOT REQUIRED	RITCHIE
			RESOURCES APPALACHIAN CORPORATION	PERMANENT							

WV	MIDDLE ISLAND CR	SCHRIVER, WILLIAM E.	APPALACHIAN CORPORATION	EASEMENT AGREEMENT PERMAMENT EASEMENT AGREEMENT	12/12/2012	3-4-36	9/4/2014	330/894 #20144670		RITCHIE
WV	MIDDLE ISLAND CR	MAHONEY, JAMES D.	ANTERO RESOURCES CORPORATION	MODIFICATION 12/19/2012. 3/8/2014.	3/8/2014	3-9-1	3/25/2014	327/74 #201400001554	NOT REQUIRED	RITCHIE

WV	MIDDLE ISLAND CR	JONES, LEWIS G.	ANTERO RESOURCES CORPORATION	PERMAMENT EASEMENT AGREEMENT	12/12/2012	3-4-35.1	3/25/2014	327/104 #201400001558	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	KELLY, WILLIAM PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/5/2012	5-23-1	5/23/2013	321/650 #201300002467	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	KELLY, WILLIAM PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	12/1/2012	5-23-1	5/23/2013	321/657 #201300002468	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2012	3-14-5	5/28/2013	321/709 #201300002508	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/31/2012	3-14-5	5/28/2013	321/716 #201300002509	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	10/31/2012	3-14-5	5/28/2013	321/716 #201300002509	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	5/4/2013	3-14-5	N/A	N/A	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	5/4/2013	3-14-5	N/A	N/A	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	8/3/2013	3-14-5	PENDING	PENDING	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	HAYMOND, ANNIE B. (LE) ET AL	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	8/3/2013	3-14-5	9/4/2014	330/903 #20144972		RITCHIE
WV	MOUNTAIN	TERRELL, EDWARD LEE & JUDY M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/20/2012	3-21-10	2/21/2013	319/19 #201300000809	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	GARNER, MICHAEL ALLAN & RUBY SUE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/5/2012	3-15-24	5/28/2013	321/745 #201300002520	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	SCHUMACHER, PETER J. & PATRICIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/5/2012	3-15-17.1	5/23/2013	321/659 #201300002469	NO CONSENT REQUIRED TO ASSIGN. ANTERO SHALL NOTIFY GRANTOR WITHIN 90 DAYS OF AN ASSIGNMENT TO A NON-AFFILIATE OR SUBSIDIARY.	RITCHIE
WV	MOUNTAIN	SCHUMACHER, PETER J. & PATRICIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	2/12/2013	3-15-17.1	5/23/2013	321/668 #201300002471	NO CONSENT REQUIRED TO ASSIGN. ANTERO SHALL NOTIFY GRANTOR WITHIN 90 DAYS OF AN ASSIGNMENT TO A NON-AFFILIATE OR SUBSIDIARY.	RITCHIE

WV	MOUNTAIN	SCHUMACHER, PETER J. & PATRICIA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	11/14/2013	3-15-17.1	5/23/2013	321/666 #201300002470	NO CONSENT REQUIRED TO ASSIGN. ANTERO SHALL NOTIFY GRANTOR WITHIN 90 DAYS OF AN ASSIGNMENT TO A NON-AFFILIATE OR SUBSIDIARY.	RITCHIE
WV	MOUNTAIN	KELLY, WILLIAM JEWELL, MAX & LINDA DEMOSS, ANGELA D. DEMOSS, MELINDA	ANTERO MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/7/2014	3-15-18 3-15-19	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
			ANTERO MIDSTREAM	TEMPORARY ROAD ACCESS EASEMENT		3-15-21			NO CONSENT	

WV	MOUNTAIN	D.	LLC	AGREEMENT	4/5/2014	3-21-6	N/A	N/A	REQUIRED	RITCHIE
WV	MOUNTAIN	JEWELL, MAX & LINDA S.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/6/2012	3-15-21 3-21-6	9/4/2013	322/795 #201300004108	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	JEWELL, MAX & LINDA S.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	11/30/2012	3-15-21 3-21-6	9/4/2013	ATTACHED TO 322/795 #201300004108	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	ALBERT, ANDREW E., III ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/18/2012	3-15-21.1; 3-21-8	5/28/2013	321/699 #201300002506	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	ALBERT, ANDREW E., III ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/18/2012	3-15-21.1; 3-21-8	5/28/2013	321/699 #201300002506	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	BRADLEY, RONALD M.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	2/6/2013	3-15-22.1	5/23/2013	321/676 #201300002473	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	BRADLEY, RONALD M.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	2/6/2013	3-15-22.1	5/23/2013	321/676 #201300002473	NOT REQUIRED	RITCHIE
WV	MOUNTAIN	BRADLEY, RONALD M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	6/17/2012	3-15-22.1; 3-15-22	5/23/2013	321/670 #201300002472	NOT REQUIRED	RITCHIE
WV	MOUNTAIN CS	KIRK, TROY C. & CAROL	ANTERO RESOURCES MIDSTREAM LLC	OPTION TO PURCHASE TEMPORARY ROAD ACCESS	3/26/2014	3-8-7	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	MOUNTIAN CS	KIRK, TROY C. & JOZETTA CAROL	ANTERO RESOURCES CORPORATION	EASEMENT AGREEMENT	12/3/2013	3-8-7	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	OHIO-ANNIE	LAMB, EMMA ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/7/2012	3-8-1	8/21/2012	322/690 #201300003938	NOT REQUIRED	RITCHIE
WV	OHIO-ANNIE	KUHENBEAKER, CLARENCE & PAMELA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/26/2012	3-8-4	8/21/2013	322/661 #201300003934	NOT REQUIRED	RITCHIE
WV	OHIO-ANNIE	HAYMOND, ANNIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/4/2013	3-14-5	8/21/2013	322/682 #201300003937	NOT REQUIRED	RITCHIE
WV	OHIO-ANNIE	KIRK, TROY C. & JOZETTA CAROL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/29/2012	3-18-18.2	8/21/2013	322/668 #201300003935	NOT REQUIRED	RITCHIE
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WV	OHIO-ANNIE	MCCULLOUGH, TED A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/7/2012	3-8-1.3	8/21/2013	322/675	NOT REQUIRED	RITCHIE
WV	PRIMM WEST	COTTRILL, JUNIOR GARY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/3/2013	3-36-11	1/30/2014	324/552 #201400000548	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	COTTRILL, JUNIOR & CAROLYN	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	1/13/2014	3-36-11	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	COTTRILL, JUNIOR & CAROLYN	ANTERO RESOURCES MIDSTREAM LLC	PERMANENT ROAD ACCESS EASEMENT AGREEMENT	1/13/2014	3-36-11	PENDING	PENDING	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	COTTRILL, GARY W.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & PERMANENT ACCESS ROAD AGREEMENT	4/23/2013	3-36-11.5	2/24/2014	326/110 #201400000946	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	TAYLOR, BRIAN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & ACCESS ROAD AGREEMENT	4/23/2013	3-36-15 3-36-29	N/A	N/A	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MCATEE, CAROL ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/20/2013	3-36-20	4/2/2014	327/391 #201400001726	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	COTTRILL, JUNIOR GARY ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/6/2013	3-36-21 3-26-11	1/30/2014	324/361 #201400000493	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	JETT, JEFFERY L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/9/2013	3-36-21.1	1/30/2014	324/341 #201400000490	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	JETT, JEFFERY L. AND ROSE M.	ANTERO RESOURCES CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT		3-36-21.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	JETT, JEFFERY & ROSE	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD AGREEMENT	5/6/2014	3-36-21.1 3-36-21.2	N/A	N/A	NO CONSENT REQUIRED	RITCHIE

WV	PRIMM WEST	RICHARDS, TERRY LEE	RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/15/2013	3-36-30	9/4/2014	330/882 #20144968	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	PUGH, ROBERT F. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/2/2013	3-36-31 3-40-10.1	1/30/2014	324/334 #201400000489	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	PUGH, ROBERT AND IRENE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/14/2014	3-36-31 3-40-6	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	HALL, RUTH (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/30/2013	3-36-32 3-36-33 3-36-19	1/30/2014	324/367 #201400000494	NONE REQUIRED	RITCHIE

WV	PRIMM WEST	COTTRILL, FAITH E. (aka BEE)	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/11/2013	3-36-8.2	2/24/2014	326/117 #201400000947	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	HILVERS, PAUL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT & ACCESS ROAD AGREEMENT	4/3/2013	3-36-9	1/30/2014	324/348 #201400000491	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MORRIS, L.L. (IKE)	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	4/24/2013	3-37-1	PENDING	PENDING	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MORRIS, IKE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/19/2014	3-37-1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	DODD, RONALD R. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	4/10/2013	3-37-2	N/A	N/A	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MACKAY, JACK D. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/3/2013	3-37-3 3-37-3.2 3-37-10	1/30/2014	324/469 #201400000507	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	MACKAY, JACK D. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF EASEMENT	8/7/2013	3-37-3 3-37-3.2 3-37-10	1/30/2014	324/528 #201400000520	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	JETT, JEFFERY L.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/14/2013	3-37-4	1/30/2014	324/354 #201400000492	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	WILLIAMS, EDWIN G.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/19/2013	3-37-5	1/30/2014	324/328 #201400000488	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	WILLIAMS, ROGER D. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/11/2013	3-37-5.2	1/30/2014	324/463 #201400000506	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	SIMMONS, MARY AGNESS WILLIAMS (LE) ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	OPTION FOR PERMANENT EASEMENT AGREEMENT	3/12/2013	3-37-7	N/A	N/A	NONE REQUIRED	RITCHIE
WV	PRIMM WEST	LANGFORD, JACK H, ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	9/9/2013	3-40-25	1/30/2014	324/323 #201400000487	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	LANGFORD, JACK H., ET UX, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	9/9/2013	3-40-25	1/30/2014	324/316 #201400000486	NO CONSENT REQUIRED	RITCHIE
WV	PRIMM WEST	BERKLEY FAMILY TRUST, ET AL	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ROAD ACCESS EASEMENT AGREEMENT	2/24/2014	3-40-25	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS WATER LINE	MCKINNEY, FRED & SHARON	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/30/2014	10-8-5	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS WATER LINE	MCKINNEY, FRED & SHARON	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/30/2014	10-8-5			NO CONSENT REQUIRED	RITCHIE

WV	RICHARDS WATER LINE	LANGFORD, JACK & LINDA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/28/2014	10-8-6	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS WATER LINE	LANGFORD, JACK & LINDA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/28/2014	10-8-6			NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS WATER LINE	RICHARDS, JOHN WAYNE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/29/2014	10-8-7	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS WATER LINE	RICHARDS, JOHN WAYNE BERKLEY, JUNE	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/29/2014	10-8-7			NO CONSENT REQUIRED	RITCHIE

WV	RICHARDS WATER LINE	TRUSTEE LANGFORD, JACK & LINDA LANGFORD, JOSEPH & WANDA MALSTER, JOY & WILLIAM	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/28/2014	10-9-1 10-9-1.1 10-9-1.2	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS WATER LINE	BERKLEY, JUNE TRUSTEE LANGFORD, JACK & LINDA LANGFORD, JOSEPH & WANDA MALSTER, JOY & WILLIAM	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/28/2014	10-9-1.1			NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS WATER LINE	CAMPBELL, JOHN & LINDA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/28/2014	10-9-10.1	N/A	N/A	NO CONSENT REQUIRED	RITCHIE
WV	RICHARDS WATER LINE	CAMPBELL, JOHN & LINDA	ANTERO RESOURCES MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	3/28/2014	10-9-10.1			NO CONSENT REQUIRED	RITCHIE
WV	SNIDER	HAYMOND, ANNIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	8/24/2012	3-14-5	5/28/2013	321/709 #201300002508	NOT REQUIRED	RITCHIE
WV	SNIDER	HAYMOND, ANNIE	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PIPELINE EASEMENT	10/13/2012	3-14-5	5/28/2013	321/716 #201300002509	NOT REQUIRED	RITCHIE
WV	SNIDER	HAYMOND, ANNIE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/4/2013	3-14-5	8/21/2013	322/682 3201300003937	NOT REQUIRED	RITCHIE
WV	SNIDER	KUHENBEAKER, CLARENCE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/26/2012	3-18-18.2	8/21/2013	322/661 #201300003934	NOT REQUIRED	RITCHIE
WV	SNIDER	MCCULLOUGH, JULIA ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/7/2012	3-8-1.3	8/21/2013	322/690 #201300003938	NOT REQUIRED	RITCHIE
WV	SNIDER	MCCULLOUGH, TED	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/7/2012	3-8-1.3	8/21/2013	322/675 #201300003936	NOT REQUIRED	RITCHIE
WV	SNIDER	KIRK, TROY C. & JOZETTA C.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/29/2012	3-8-18.2	8/21/2013	322/668 #201300003935	NOT REQUIRED	RITCHIE
WV	SUA	GOFF, WILLIAM N.	ANTERO RESOURCES APPALACHIAN CORPORATION	GROUND LEASE	6/1/2012 EXTENDED UNTIL 9/20/2016	3-25-13			NOT REQUIRED	RITCHIE

WV	SUA	CAMPBELL, JOHN A. & LINDA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT	1/6/2012	10-13-28.3			NOT REQUIRED	RITCHIE
WV	SUA	CAMPBELL, JOHN A. & LINDA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE USE AGREEMENT	1/6/2012	10-19-4.1			NOT REQUIRED	RITCHIE
WV	WALNUT WEST	WAGGONER, EDDY D. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	11/3/2012	3-13-19; 3-13-20; 3-13-21	9/24/2013	323/17 #201300004413	NOT REQUIRED	RITCHIE
WV	WHITE OAK	KEHRER, ALBERT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/30/2012	10-9-6	10/24/2012	318/164 #201200003761	NOT REQUIRED	RITCHIE
WV	WHITE OAK	KEHRER, ALBERT ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	4/23/2012	10-9-6	1/30/2014	324/511 #201400000515	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT SURFACE	9/17/2012	10-9-17	5/28/2013	321/733 #201300002517	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	FACILITY EASEMENT AGREEMENT	9/17/2012	10-9-17	12/20/2012	318/591 #201200004621	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/5/2012	10-9-17	2/7/2013	318/962 320130000053	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT. 16" ABOVE GROUND WATER LINE	10/5/2012	10-9-17	2/7/2013	318/962 320130000053	NOT REQUIRED	RITCHIE
WV	WHITE OAK	GRIMM, BARRY D.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT	9/17/2012	10-9-17	5/28/2013	321/733 # 201300002517	NOT REQUIRED	RITCHIE
WV	WHITE OAK	CONSTABLE, FRED ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORAREY ROAD ACCSS EASEMENT AGREEMENT	7/18/2012	10-9-28	N/A	N/A	NOT REQUIRED	RITCHIE
			ANTERO RESOURCES	MODIFICATION OF PERMANENT		10-9-1				

WV	WHITE OAK	BERKLEY, JUNE TRUSTEE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT ADDITIONAL PIPELINE	4/23/2012	10-9-1.1 10-9-1.2	1/30/2014	324/518 #201400000517	NOT REQUIRED	RITCHIE
WV	WHITE OAK	BERKLEY, JUNE TRUSTEE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	EASEMENT AGREEMENT (WATER)	12/3/2012	10-9-1 10-9-1.1 10-9-1.2	12/28/2012	318/651 #201200004723	NOT REQUIRED	RITCHIE
WV	WHITE OAK	BERKLEY, JUNE TRUSTEE, ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/30/2012	10-9-1 10-9-1.1 10-9-1.2	10/24/2012	318/155 #201200003760	NOT REQUIRED	RITCHIE
WV	WHITE OAK	BERKLEY, JUNE TRUSTEE ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	SURFACE FACILITY EASEMENT AGREEMENT	1/18/2013	10-9-1.1	1/30/2014	324/299 #201400000483	NOT REQUIRED	RITCHIE
WV	WHITE OAK	LANGFORD/BERKLEY FAMILY TRUST ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/21/2012	10-9-1.1, 10-8-6.2, 3-40-25	12/28/2012	318/651 #201200004723	NOT REQUIRED	RITCHIE
WV	WHITE OAK	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/30/2012	10-9-3 10-9-4 10-9-10 10-9-12.1 10-9-12.2 10-9-27	10/24/2012	318/149 #201200003759	NOT REQUIRED	RITCHIE

WV	WHITE OAK	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	4/23/2012	10-9-3 10-9-4 10-9-10 10-9-12.1 10-9-12.2 10-9-27	1/30/2014	324/514 #201400000516	NOT REQUIRED	RITCHIE
WV	WHITE OAK	LANGFORD, JACK & LINDA	ANTERO RESOURCES APPALACHIAN CORPORATION	ADDITIONAL PIPELINE AGREEMENT (WATER)	12/3/2012	10-9-3 10-9-4 10-9-10 10-9-12.1 10-9-12.2 10-9-27	8/21/2013	322/699 #201300003939	NOT REQUIRED	RITCHIE
WV		Lilburn C Wilburn and Jessie G. Wilburn	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	3/28/2013	10-19-30	NA	NA	yes	RITCHIE
WV		Annie Haymond and Eddie Landrum	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	9/24/2012	3-14-5	N/A	N/A	yes	RITCHIE
WV		Sharon S. O'Neill; Romarlo LLC; Timothy O'Neill; Karah and Kelcie Lofitin; O'Neill Family Trust; Nancy Antill; Mary Harms; O'Neill Family Trust c/o Daniel O'Neill; Kathleen Hooven	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	1/19/2013; 1/14/2013; 1/11/13; 1/7/13; 1/9/13 ; 1/11/13; 1/12/13; 1/11/13 1/14/2013	10-13-23	2/20/2013	318/1067; 318/1072; 318/1068;318/1073; 318/1076; 318/1085;318/1082; 318/1079; 319/330	yes	RITCHIE
WV		Andrew and Yolanda Williamson	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWL AGREEMENT	8/12/2012	10-14-3.2	10/29/2012	259/225	yes	RITCHIE
WV		Andrew and Yolanda Williamson	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	8/23/12	10-14-3.2	10/9/2012	258/924	yes	RITCHIE
WV		Tracy and Stephanie Knight	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	10/10/2012	10-14-3.3	N/A	N/A	yes	RITCHIE
WV		Sleepy Hollow Hunting Club	ANTERO RESOURCES APPALACHIAN CORPORATION	TEMPORARY WATER LINE AGREEMENT	3/4/2013	10-19-9,10,12.1, 12.2, 12.3,12.4,12.5,12.6	NA	NA	yes	RITCHIE
WV		Ritchie County Cooperative Marketing Association	ANTERO RESOURCES APPALACHIAN CORPORATION	TANK PAD AGREEMENT	2/8/2013	3-34-31	4/2/2013	319/328	yes	RITCHIE
WV		City of Pennsboro	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWL AGREEMENT	6/4/2013	Pennsboro Water Reservoir (TM/P not listed on agmt)	N/A	N/A	yes	RITCHIE
WV	MOUNTAIN	MCCULLOUGH, GARY I.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	2/16/2013	3-15-23; 3-15-27; 1-21-1; 3-15-28; 3-21-22; 3-15-29	1/30/2014	324/523 #201400000518	NOT REQUIRED	RITCHIE AND TYLER
WV	MOUNTAIN	MCCULLOUGH, GARY I.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/4/2012	3-15-27; 1-21-1; 3-15-28; 3-21-22; 3-15-29	2/19/2013	408/541 #68565	NOT REQUIRED	RITCHIE AND TYLER
WV	MOUNTAIN	MCCULLOUGH, GARY I.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	12/17/2012	3-15-27; 1-21-1; 3-15-28; 3-21-22; 3-15-29	2/19/2013	408/549 #68567	NOT REQUIRED	RITCHIE AND TYLER

WV		Regina Rager, James and Loreli Hart	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWL AGREEMENT	9/27/2010	Taylor county 5-2-1.1	10/20/2010	60/28	Yes	TAYLOR
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WV	CANTON WATER	HAMILTON, GARY L.	ANTERO RESOURCES CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	11/8/2013	5-20-15	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	CANTON WATER CANTON NORTH	JONES, RONALD R., SR. ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE SURFACE FACILITY	8/17/2013	5-17-12 5-17-13	1/2/2014	434/180 #81797	NOT REQUIRED	TYLER
WV	HARTLEY	HARTLEY, DAVID M	ANTERO APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	5/13/2013	6-12-21; 6-12-23; 6-12-27	8/21/2013	424/52 #76615	NOT REQUIRED	TYLER
WV	HARTLEY	HARTLEY, DAVID M	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/6/2013	6-12-21; 6-12-23; 6-12-27; 6-12-14; 6-12-15; 6-12-16-, 6-12-17, 6-12-18, 6-12-19, 6-12-21, 6-12-22, 6-12-23, 6-12-27	8/21/2013	424/26 #76610	NOT REQUIRED	TYLER
WV	HARTLEY EAST	HARTLEY DAVID.M	ANTERO MIDSTREAM LLC	PERMANET EASEMENT AGREEMENT	3/12/2013	6-13-14 6-13-15 6-13-16			NO CONSENT NEEDED	TYLER
WV	HARTLEY EAST	HARPER, MATTHEW AND SHAUNA	ANTERO MIDSTREAM LLC	PERMANET EASEMENT AGREEMENT	3/1/2013	6-13-14 6-13-15 6-13-16			NO CONSENT NEEDED	TYLER
WV	HARTLEY EAST	SHEPHERD DANIEL AND BRENDA	ANTERO MIDSTREAM LLC	TEMPORARY WAREYARD	9/10/2014	6-13-24.3			NO CONSENT NEEDED	TYLER
WV	HARTLEY EAST	SHEPHERD DANIEL AND BRENDA	ANTERO MIDSTREAM LLC	PERMANENT EASEMENT AGREEMENT	2/27/2013	6-13-24.3			NO CONSENT NEEDED	TYLER
WV	HARTLEY TO NOBLE	HARTLEY, DAVID M.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	6/10/2014	6-12-16 6-12-23 6-12-27	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	HARTLEY TO NOBLE	HARTLEY. DAVID	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	6/10/2014	6-12-23 6-12-16 6-12-27			NO CONSENT REQUIRED	TYLER
WV	HARTLEY WATER	HARTLEY. DAVID	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	8/6/2013	6-12-21 6-12-23 6-12-27			NO CONSENT REQUIRED	TYLER
WV	Heaster Water Impoundment	Ray Edward Adkins and Susan P Adkins	ANTERO RESOURCES CORPORATION	SUA and Compensation	9/16/2013	3-3				TYLER
WV	Heflin Water Impoundment	James D Cavezza & Virginia Catherine Cavezza	ANTERO RESOURCES APPALACHIAN CORPORATION	SUA and Compensation	9/27/2012	32-11				TYLER
WV	M.I.C TO NALLEY	LITTLETON, RICKIE	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/28/2014	4-12-51			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	TENNANT, LESLIE	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/2/2014	4-12-52			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	STARKEY, JOHN AND LEAH	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	6/7/2014	4-12-58			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	TENNANT, LESLIE ET AL	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	7/2/2014	4-12-62			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	BENNETT, DAVID AND DEBRA	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/30/2014	4-15-10			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	WEEKLEY, ROGER AND CLAUDIA	ANTERO MIDSTREAM LLC	LEASE OR RIPARIAN AND WATER AND LAND USE	5/27/2014	4-15-12			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	INGRAM, WILLIAM	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/20/2014	4-12-27			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	CONKLIN, WARREN AND ERICA	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	6/11/2014	4-12-28			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	FLETCHER, WILLIAM AND TRACY	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	8/14/2014	4-12-24.1 4-12-36			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	GOODFELLOW, JANET	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	5/27/2014	4-12-34.1 4-12-39			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	RIDGETOP CAPITAL LP	ANTERO MIDSTREAM LLC	TEMPORARY ABOVE GROUND WATER LINE AGREEMENT	6/5/2014	4-15-8 4-15-9 4-12-64			NO CONSENT REQUIRED	TYLER
WV	M.I.C TO NALLEY	FLETCHER, WILLIAM & TRACY	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	8/14/2014	4-12-27.1 4-12-36	N/A	N/A	NO CONSENT NEEDED	TYLER
WV	M.I.C. to NALLEY WATER	INGRAM, WILLIAM P.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/20/2014	4-12-27	N/A			TYLER
	Melody Water	Robert J Smith and	ANTERO RESOURCES	SUA and						

WV	Impoundment	Cindy L Smith	CORPORATION	Compensation		9-4					TYLER
WV	Melody Water Impoundment	Larry M Sams and Carolyn A Sams	ANTERO RESOURCES CORPORATION	SUA and Compensation	7/10/2013	3&4/5/8					TYLER
WV	MIC TO NALLEY	TENNANT, LESLIE R.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY ACCESS ROAD AGREEMENT	7/29/2014	4-12-67				NO CONSENT REQUIRED	TYLER
WV	MIC TO NALLEY	TENNANT, LESLIE R.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY WAREYARD AGREEMENT	7/29/2014	4-12-67				NO CONSENT REQUIRED	TYLER
WV	MIC TO NALLEY	TENNANT, LESLIE R. ET AL	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY ACCESS ROAD AGREEMENT	7/29/2014	4-12-67				NO CONSENT REQUIRED	TYLER
WV	MIC TO NALLEY	INGRAM, WILLIAM	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND TEMPORARY ACCESS ROAD AGREEMENT	7/28/2014	31-0021374.000 31-0021379.000 31-0021380.000				NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	LITTLETON, RICKIE LEE LITTLETON, MARY F.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/26/2014	4-12-51	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	LITTLETON, RICKIE LEE LITTLETON, MARY F.	ANTERO MIDSTREAM LLC	OPTION AGREEMENT TEMPORARY ACCESS ROAD	8/25/2014	4-12-51				NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	TENNANT, LESLIE R. FREY, LONNIE C. FREY, DEBORAH	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	7/2/2014	4-12-52	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	STARKEY, JOHN W. STARKEY, LEAH D.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	6/7/2014	4-12-58	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	TENNANT, LESLIE R.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	7/2/2014	4-12-62	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	RIDGETOP CAPITAL, LP	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT		4-15-8	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	HAUGHT, DORIS E. (LE) BENNETT, DAVID A. BENNETT, DEBRA K.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT		4-15-10	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	WEEKLEY, ROGER WEEKLEY, CLAUDIA	ANTERO MIDSTREAM LLC	LEASE OF RIPARIAN RIGHTS AND WATER AND LAND USE	5/27/2014	4-15-12	N/A	N/A		YES	TYLER
WV	MIC to NALLEY WATER	INGRAM, WILLIAM P.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	7/21/2014	4-12-27	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC to NALLEY WATER	CONKLIN, WARREN C. CONKLIN, ERICA N.	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	6/11/2014	4-12-28	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC TO NALLEY WATER	CONKLIN, WARREN C. & ERICA N.	ANTERO MIDSTREAM LLC	OPTION OF TEMP ABOVE GROUND WATER LINE AGREEMENT	6/11/2014	4-12-28				NO CONSENT NEEDED	TYLER
WV	MIC TO NALLEY WATER	CONKLIN, WARREN C. & ERICA N.	ANTERO MIDSTREAM LLC	MODIFICATION OF TEMP ABOVE GROUND WATER LINE AGREEMENT	9/7/2014	4-12-28				NO CONSENT NEEDED	TYLER
WV	MIC to NALLEY WATER	GOODFELLOW, JANNEY FAYE	ANTERO MIDSTREAM LLC	TEMPORARY WATER LINE OPTION AND AGREEMENT	5/27/2014	4-12-34.1 4-12-39	N/A	N/A		NO CONSENT REQUIRED	TYLER
WV	MIC TO NALLEY	FLETCHER, WILLIAM & TRACY	ANTERO MIDSTREAM LLC	OPTION AGREEMENT AND ACCESS ROAD AGREEMENT	10/3/2014	4-12-26 4-12-27.1				NO CONSENT NEEDED	TYLER
WV	MIDDLE ISLAND CR	HADLEY, LARRY F. ET UX	ANTERO RESOURCES CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	2/9/2013	1-15-12	N/A	N/A		NOT REQUIRED	TYLER
WV	MIDDLE ISLAND CR	HADLEY, LARRY F. ET UX	ANTERO RESOURCES CORPORATION	OPTION AND PERMANENT EASEMENT AGREEMENT	2/9/2013	1-15-12	N/A	N/A		NOT REQUIRED	TYLER
WV	MIDDLE ISLAND CR	SCOTT ROGER L. & DONNA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/7/2012	3-9-19	3/25/2014	327/65 #201400001553		NOT REQUIRED	TYLER

WV	MIDDLE ISLAND CR	UNDERWOOD RALPH JR., ET AL HAMMETT, SAMUEL & SHERRI L. ET AL	ANTERO RESOURCES CORPORATION	PERMANENT EASEMENT AGREEMENT	4/27/2013	1-15-25	N/A	N/A	NOT REQUIRED	TYLER
WV	MOUNTAIN	HAMMETT, SAMUEL & SHERRI L. ET AL	ANTERO RESOURCES CORPORATION	ADDITIONAL PIPELINE AGREEMENT	3/27/2014	1-21-4			NO CONSENT REQUIRED	TYLER
WV	MOUNTAIN	HAMMETT, SAMUEL C. & SHERRI L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	12/1/2012	1-21-4	2/19/2013	408/559 #68569	NOT REQUIRED	TYLER
WV	OHIO TO ANNIE	HARPER, MATTHEW B., ET UX	ANTERO RESOURCES CORPORATION	MEMORANDUM OF CONSIDERATION FOR ROAD ACCESS EASEMENT AGREEMENT	10/15/2013	6-15-14	PENDING	PENDING		TYLER
WV	OHIO TO ANNIE	SHEPHERD, DANIEL MARK ET UX	ANTERO RESOURCES CORPORATION	EXTENSION OF TEMPORARY AGREEMENT	9/12/2013	6-13-24.3	N/A	N/A	NO CONSENT REQUIRED	TYLER
WV	OHIO-ANNIE	CURRY, ROGER & DAVID BELCHER	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/10/2012	6-12-1	8/19/2013	423/713 #76549	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	BEN'S RUN LAND COMPANY LIMITED PARTNERSHIP	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWAL AGREEMENT	3/20/2013	10-7-2	11/26/2013	432/292 #80779	NOT REQUIRED. NOTIFY THE GRANTOR WITHIN 30 DAYS OF ASSIGNMENT	TYLER
WV	OHIO-ANNIE	MARKLE, TERRY ALLEN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/13/2012	6-15-3	8/19/2013	423/737 #76553	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	RITCHIE PETROLEUM CORPORATION INC.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/8/2013	6-13-22	8/19/2013	423/763 #76556	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	SHEPHERD, JASON F.	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF PERMANENT EASEMENT AGREEMENT	2/27/2013	6-13-24	8/21/2013	424/40 #76612	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	HARTLEY, DAVID M.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	1/21/2013	6-12-14; 6-12-15, 6-12-16-, 6-12-17, 6-12-18, 6-12-19, 6-12-21, 6-12-22, 6-12-23, 6-12-27	8/21/2013	424/57 #76616	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	HARPER, MATTHEW & SHAUNA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	11/15/2012	6-13-14; 6-13-15	8/21/2013	424/43 #76613	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	HARPER, MATTHEW & SHAUNA	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT/ VALVE SITE	3/1/2013	6-13-14; 6-13-16	8/21/2013	424/50 #76614	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	SHEPHERD, DANIEL MARK & BRENDA J.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/27/2013	6-13-24.3	8/21/2013	424/19 #76609	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	SHEPHERD, JASON F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	2/27/2013	6-13-24; 6-14-24.2	8/21/2013	424/33 #76611	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	SHEPHERD, JASON F.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	3/8/2013	6-13-24; 6-14-24.2	8/21/2013	424/40 #76612	NOT REQUIRED	TYLER
WV	OHIO-ANNIE	COLLINS, LILA & NEAL A.	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/1/2012	6-15-4.1	8/19/2013	423/730 #76552	NOT REQUIRED	TYLER
WV	Pierpoint Water Impoundment	Lloyd Carl Seckman, Jeffery Allen Seckman, Randall Joseph Seckman	ANTERO RESOURCES CORPORATION	SUA and Compensation	7/15/2013	3-4				TYLER
WV	SNIDER	MARKLE, TERRY ALLEN ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/13/2012	6-15-3	8/19/2013	423/737 #76553	NOT REQUIRED	TYLER
WV	SNIDER	COLLINS, NEAL A. ET UX	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/1/2012	6-15-4.1	8/19/2013	423/730 #76552	NOT REQUIRED	TYLER
WV	SNIDER	JONES, HATTIE MARKLE	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	12/6/2012	6-15-5 6-15-7	8/19/2013	423/723 #76551	NOT REQUIRED	TYLER
WV		Gary and Rella Dawson	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWAL AGREEMENT	11/13/2012	1-15-1	12/13/2012	404/842	yes	TYLER
WV		Betty Weese	ANTERO RESOURCES CORPORATION	Temp Above Ground Waterline Agmt	1/22/2014	Jan-09 1-21-4 3-5-25 3-8-2.1 5-17-5			Yes	TYLER
WV	MOUNTAIN	HAMMETT, SAMUEL C. & SHERRI L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	10/2/2012	5-17-5	2/19/2013	408/551 #68568	NOT REQUIRED	TYLER AND DODDRIDGE

WV	MOUNTAIN	HAMMETT, SAMUEL C. & SHERRI L. ET AL	ANTERO RESOURCES APPALACHIAN CORPORATION	MODIFICATION OF OPTION AND PERMANENT EASEMENT AGREEMENT	12/1/2012	1-21-4 3-5-25 3-8-2.1 5-17-5	2/19/2013	408/559 #68569	NOT REQUIRED	TYLER AND DODDRIDGE
WV	WHITE OAK	CUNNINGHAM, NAOMI	ANTERO RESOURCES APPALACHIAN CORPORATION	PERMANENT EASEMENT AGREEMENT	4/12/2012	7-4-1 1-15-29; 1-15-31; 10-9-9	7/23/2012	317/167 #201200002475	NOT REQUIRED	TYLER, RITCHIE & DODDRIDGE
WV		Larry Alderman	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWAL AGREEMENT	7/20/2012	4H-18	8/2/2012	506/451	yes	UPSHUR
OH		Lewis F. Grimes	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER WITHDRAWAL AGREEMENT	11/15/2012	Grandview Twshp- Section 18-15- 57020.000; Grandview Twshp- Section 24-15- 57024.000	4/15/2013	543/2193	yes	WASHINGTON
PA	ROBINSON	MOLEK A. RANDALL	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER IMPOUNDMENT	3/11/2012	700-001-00-00- 0016-00 320-012-00-00- 0011-00	6/4/2012	201216256	NOT REQUIRED	WASHINGTON
WV		Frederick, Lonnie and Gregory Doerfler	ANTERO RESOURCES APPALACHIAN CORPORATION	WATER EASEMENT AGREEMENT	4/30/2013	PA-West Pike Run Twshp- 7000040000000800	N/A	N/A	yes	WASHINGTON

SCHEDULE 5.08(c)

Leased Real Property

None.

SCHEDULE 5.14

Subsidiaries and Other Equity Investments; Loan Parties

<u>Subsidiary</u>	<u>Restricted/Unrestricted</u>
Antero Midstream LLC	Restricted

SCHEDULE 5.23

Material Contracts

Amended and Restated Contribution Agreement, between Antero Corp and the Borrower, dated as of November 10, 2014.

Gathering and Compression Agreement, between Antero Corp and Antero Midstream LLC, dated as of November 10, 2014.

Right of First Offer Agreement, between Antero Corp and Antero Midstream LLC, dated as of November 10, 2014.

Water Services Agreement, between Antero Corp and Antero Midstream LLC, dated as of the date thereof.

License Agreement, between Antero Corp and the Borrower, dated as of November 10, 2014.

Services Agreement, by and among Antero Corp, the Borrower and Antero Midstream LLC, dated as of November 10, 2014.

Joint Use Agreement, by and among the Borrower, Antero Midstream LLC and Antero Water LLC, dated as of November 10, 2014.

SCHEDULE 6.12

Guarantors

Antero Midstream LLC

SCHEDULE 7.02

Existing Indebtedness

None.

SCHEDULE 7.03(f)

Existing Investments

None.

SCHEDULE 7.08

Affiliate Transactions

None.

SCHEDULE 7.09

Burdensome Agreements

None.

SCHEDULE 10.02

Administrative Agent's Office, Certain Addresses for Notices

Borrower:

Antero Midstream Partners LP
Attn: Al Schopp
1625 17th Street, 3rd Floor
Denver, Colorado 80202

Administrative Agent, Swingline Lender and an L/C Issuer:

Wells Fargo Bank, National Association
c/o Wells Fargo Energy Group
Attn: Suzanne F. Ridenhour
1700 Lincoln St., 6th Floor
Denver, CO 80203 MAC C7300-061

EXHIBIT A-1

FORM OF LOAN NOTICE

Date: _____,

To: Wells Fargo Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of March [·], 2014 (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Antero Midstream Partners LP (the "Borrower"), the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer.

The undersigned hereby requests (select one):

- A Borrowing of Loans A conversion or continuation of Loans

1. On _____ (a Business Day).
2. In the amount of \$ _____.
3. Requested Loan is to be a [Base Rate Loan][Eurodollar Rate Loan].
4. For Eurodollar Rate Loans: with an initial Interest Period of _____ months.

The Borrowing, if any, requested herein complies with the provisos to the first sentence of Section 2.01 of the Agreement.

ANTERO MIDSTREAM PARTNERS LP

By: _____
Name: _____
Title: _____

Exhibit A-1
Form of Loan Notice

EXHIBIT A-2

FORM OF SWINGLINE LOAN NOTICE

Date: _____,

To: Wells Fargo Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of March [·], 2014 (as amended, amended and restated, extended, supplemented or otherwise modified

in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Antero Midstream Partners LP (the "Borrower"), the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer.

The undersigned hereby requests a Borrowing of Swingline Loans.

1. On _____ (a Business Day).
2. In the amount of \$ _____.
3. For the term of _____ [days][months].
4. Disbursed to _____ (account number) in _____ (location).

The Borrowing, if any, requested herein complies with the provisos to the first sentence of Section 2.01 of the Agreement and the first sentence of Section 2.16(a) of the Agreement.

ANTERO MIDSTREAM PARTNERS LP

By: _____
 Name: _____
 Title: _____

Exhibit A-2
Form of Swingline Loan Notice

EXHIBIT B

FORM OF NOTE

\$[] [], 2014

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to [] (the "Lender"), on the Maturity Date (as defined in the Agreement referred to below) the principal amount of [] and No/100 Dollars] (\$[]), or such lesser principal amount of Loans (as defined in such Agreement) due and payable by the Borrower to the Lender on the Maturity Date under that certain Credit Agreement, dated as of March [], 2014 (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates, and at such times as are specified in the Agreement. All payments of principal of and interest on this Note shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein. This Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuance of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note with respect to the date, amount, Type and maturity of its Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and, except for notices for which provision is expressly made in the Loan Documents, notice of protest, demand, intent to accelerate, acceleration, dishonor and non-payment of this Note.

Exhibit B
Form of Note

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ANTERO MIDSTREAM PARTNERS LP

By: _____
 Name: _____
 Title: _____

Exhibit B
Form of Note

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

Exhibit B
Form of Note

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date:

To: Wells Fargo Bank, National Association, as Administrative Agent under the Agreement defined below

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of March [], 2014 (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Antero Midstream Partners LP (the "Borrower"), the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the of the Borrower, that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of the Borrower, and that:

[Use following for fiscal year-end financial statements]

1. Attached hereto as Schedule 1 are the fiscal year-end audited financial statements required by Section 6.01(a) of the Agreement (or in lieu of such audited financial statements of the Borrower and the Restricted Subsidiaries, a detailed reconciliation, reflecting such financial information for the Borrower and the Restricted Subsidiaries, on the one hand, and the Borrower and the Subsidiaries, on the other hand, reflecting adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such financial statements) for the fiscal year of the Borrower and its Subsidiaries and, if different, the Borrower and its Restricted Subsidiaries, in each case, ended as of the date set forth above as the Financial Statement Date, together with the report and opinion of an independent certified public accountant required by such section.

[Use following for fiscal quarter-end financial statements]

1. Attached hereto as Schedule 1 are the unaudited financial statements required by Section 6.01(b) of the Agreement (or in lieu of such unaudited financial statements of the Borrower and the Restricted Subsidiaries, a detailed reconciliation, reflecting such financial information for the Borrower and the Restricted Subsidiaries, on the one hand, and the Borrower and the Subsidiaries, on the other hand, reflecting adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements) for the fiscal quarter of the Borrower and its Subsidiaries and, if different, the Borrower and its Restricted Subsidiaries, in each case, ended as of the date set forth above as the Financial Statement Date. Such financial statements fairly present the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its Restricted Subsidiaries or

Exhibit C
Form of Compliance Certificate

Borrower and its Subsidiaries, as applicable, in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Borrower and its Subsidiaries during the accounting period covered by the attached financial statements.

3. A review of the activities of the Borrower and its Subsidiaries during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Borrower and its Subsidiaries performed and observed all their Obligations under the Loan Documents [add, if applicable: except as hereinafter listed], and to the best knowledge of the undersigned as of the date hereof no Default or Event of Default under the Agreement has occurred and is continuing as of the date hereof [add, if applicable: except the following list of each Default or Event of Default under the Agreement, and its nature and status, that has occurred and is continuing as of the date of this Certificate], and, as of the date hereof, the Mortgage Requirement has been satisfied.

4. The financial covenant analyses and information set forth on Schedule 2 attached hereto are true and accurate on and as of the date set forth above as the Financial Statement Date.

5. Attached hereto as Schedule 3 is a discussion of budgeted versus actual results with respect to the financial statements for the fiscal [year-end][quarter] of the Borrower ended as of the date set forth as the Financial Statement Date.

6. Attached hereto as Schedule 4 are reports of the throughput with respect to each of the Pipeline Systems as of the date of this Certificate.

7. Attached hereto as Schedule 5 is an updated Perfection Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of , 20 .

ANTERO MIDSTREAM PARTNERS LP

By:
Name:
Title:

Exhibit C
Form of Compliance Certificate

SCHEDULE 1
to the Compliance Certificate
in accordance with the Agreement

(See attached)

Exhibit C
Form of Compliance Certificate

For the Fiscal Quarter/Year ended _____, 20__ (“Financial Statement Date”)

SCHEDULE 2
to the Compliance Certificate
in accordance with the Agreement
(\$ in 000’s)

I. Section 7.11(a) — Consolidated Interest Coverage Ratio. [Complete for Measurement Periods ending prior to the occurrence of an Investment Grade Rating Event.]

A. Consolidated EBITDA for the Measurement Period:	
1. Consolidated Net Income for the Measurement Period:	\$
2. Consolidated Interest Charges for the Measurement Period	\$
3. Income tax expense (including any franchise taxes to the extent based upon net income) for the Measurement Period:	\$
4. Depreciation and amortization expense for the Measurement Period:	\$
5. Other non-cash items reducing Consolidated Net Income for the Measurement Period:	\$
6. Material Project Consolidated EBITDA Adjustments for the Measurement Period:	\$
7. Income tax credits (including with respect to franchise taxes to the extent based upon net income) for the Measurement Period:	\$
8. Non-cash items increasing Consolidated Net Income for the Measurement Period:	\$
9. Consolidated EBITDA (Lines I.A.1 + I.A.2 +I.A.3 + I.A.4 + I.A.5 + I.A.6 - I.A.7 - I.A.8):	\$
B. Consolidated Interest Charges (Line I.A.2):	\$
C. Consolidated Interest Coverage Ratio (Line I.A.9 ÷ Line I.B)	to 1.00
<i>Minimum Required:</i>	2.50 to 1.00

II. Section 7.11(b) — Consolidated Total Leverage Ratio.

A. Consolidated Funded Indebtedness as of the Financial Statement Date:	\$
B. Consolidated EBITDA for the Measurement Period (Line I.A.9):	\$
C. Consolidated Total Leverage Ratio (Line II.A ÷ Line II.B):	to 1.00

Exhibit C
Form of Compliance Certificate

<i>Maximum Permitted under Section 7.11(b):</i>	5.00 to 1.00(1) (or on any date of determination during an Acquisition Period, 5.50 to 1.00)
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III. Section 7.11(c) — Consolidated Senior Secured Leverage Ratio. [Complete for Measurement Periods in which a Notes Offering Election is made.]

A. Consolidated Senior Secured Indebtedness:	
1. Consolidated Funded Indebtedness as of the Financial Statement Date (Line II.A.3):	\$
2. Consolidated Funded Indebtedness that is not secured by a Lien for the Measurement Period:	\$
3. Consolidated Senior Secured Indebtedness (Line III.A.1 — Line III.A.2):	\$
B. Consolidated EBITDA (Line I.A.9):	\$
C. Consolidated Senior Secured Leverage Ratio (Line III.A.3 ÷ Line III.B.):	to 1.00
<i>Maximum Permitted under Section 7.11(c):</i>	3.75 to 1.00

(1) Increases to 5.25 to 1.00 for Measurement Periods in which a Notes Offering Election is made.

Exhibit C
Form of Compliance Certificate

SCHEDULE 3
to the Compliance Certificate
in accordance with the Agreement

Exhibit C

SCHEDULE 4
to the Compliance Certificate
in accordance with the Agreement

Exhibit C
Form of Compliance Certificate

SCHEDULE 5
to the Compliance Certificate
in accordance with the Agreement

(See attached)

Exhibit C
Form of Compliance Certificate

EXHIBIT D-1

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [the][each] (2) Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each] (3) Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees] (4) hereunder are several and not joint.] (5) Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including, without limitation, the Swingline Loans and the Letters of Credit included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____

- (2) For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.
- (3) For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.
- (4) Select as appropriate.
- (5) Include bracketed language if there are either multiple Assignors or multiple Assignees.

Exhibit D-1
Form of Assignment and Assumption

2. Assignee[s]: _____

[for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

- 3. Borrower(s): Antero Midstream Partners LP
- 4. Administrative Agent: Wells Fargo Bank, National Association, as the administrative agent under the Credit Agreement
- 5. Credit Agreement: Credit Agreement dated as of March [·], 2014, among Antero Midstream Partners LP, as the Borrower, the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer
- 6. Assigned Interest[s]:

<u>Assignor[s](6)</u>	<u>Assignee[s](7)</u>	<u>Aggregate Amount of Commitment/Loans for all Lenders(8)</u>	<u>Amount of Commitment /Loans Assigned</u>	<u>Percentage Assigned of Commitment/ Loans(9)</u>	<u>CUSIP Number</u>
		\$	\$	%	

	\$	\$	%
	\$	\$	%

[7. Trade Date: _____](10)

Effective Date: _____, 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

- _____
 (6) List each Assignor, as appropriate.
 (7) List each Assignee, as appropriate.
 (8) Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.
 (9) Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.
 (10) To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Exhibit D-1
Form of Assignment and Assumption

By: _____
Title:

[Consented to and](11) Accepted:

WELLS FARGO, NATIONAL ASSOCIATION, as
Administrative Agent

By: _____
Title:

[Consented to:](12)

By: _____
Title:

- _____
 (11) To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.
 (12) To be added only if the consent of the Borrower and/or other parties (e.g., L/C Issuer) is required by the terms of the Credit Agreement.

Exhibit D-1
Form of Assignment and Assumption

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Restricted Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Restricted Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 10.06(b)(iii), (v) and (vii) of the Credit Agreement (subject to such consents, if any, as may be required under Section 10.06(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. **Payments.** From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. **General Provisions.** This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT D-2

FORM OF ADMINISTRATIVE QUESTIONNAIRE

[Form of Administrative Questionnaire follows this cover page.]

[Company Logo]

[Company Legal Name]
ADMINISTRATIVE DOCUMENTS

FORM OF COMMITMENT LETTER
[On Participant's Letterhead]

, 2013

Wells Fargo Securities, LLC
Debt Capital Markets Group
600 California Street, 20th Floor
San Francisco, CA 94108

Attention: Maggie Tsan
Phone: (415) 222-1850
Email: admindetailsforms@wellsfargo.com

Re: Borrower: [Company Name]
Facility: [\$XXX,XXX,XXX Credit Facilit(y)(ies)]

Ladies and Gentlemen:

We have reviewed the Information Memorandum and Summary of Terms and Conditions for the above [Facility] We are pleased to confirm our commitment to participate in the [Facility] in the amount of \$.

We have made our own independent analysis and decision to enter into this commitment, based on the financial statements of the above Borrower and its affiliates and such other documents and information as we have deemed appropriate, without relying on you, any of your affiliates, or any of your or their directors, officers, employees, advisors, attorneys, agents or other representatives.

Our commitment is subject only to our satisfaction with the terms of the loan documents and their execution and delivery by all parties thereto. You shall have no obligation to us if this does not occur for any reason.

Very truly yours,

[Name of Participant]

By:

Title:



CONFIDENTIAL

[Company Logo]

[Company Legal Name]
ADMINISTRATIVE DOCUMENTS

[COMPANY LEGAL NAME]
[\$XXX,XXX,XXX SENIOR CREDIT FACILIT(Y)(IES)]
ADMINISTRATIVE DETAILS FORM

It is very important that **all** of the requested information be completed accurately and that this questionnaire be returned promptly. If your institution is sub-allocating its allocation, please fill out an administrative questionnaire for each legal entity.

Legal Name of Lender to appear in Documentation: _____

Signature Block Information: _____

- Signing Credit Agreement: Yes No
- Coming in via Assignment: Yes No

Type of Lender: _____

(Bank, Asset Manager, Broker/Dealer, CLO/CDO, Finance Company, Hedge Fund, Insurance, Mutual Fund, Pension Fund, Other Regulated Investment Fund, Special Purpose Vehicle or Other, please specify)

Taxpayer ID Number: _____

MEI Number: _____

Foreign Entity: Yes No

If yes, please complete and return appropriate FOREIGN IRS Form (usually Form W-8BEN or W-ECI) as well as provide SWIFT Code for Patriot Act certification purposes and fill out the 2 below fields:

SWIFT _____

Country of Origin _____

FOR INTERNAL PURPOSES ONLY (FOREIGN INSTITUTIONS)

Patriot Act Certification Effective Date: _____

Patriot Act Certification Expiration Date: _____

[Company Logo]

[Company Legal Name]
ADMINISTRATIVE DOCUMENTS

Contacts/Notification Methods: Borrowings, Paydowns, Interest, Fees, etc.

Primary Credit Contact

Secondary Credit Contact

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Primary Operations Contact

Secondary Operations Contact

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Primary L/C Contact

Secondary L/C Contact

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Electronic Distribution

Contact

Information

Name: _____

Title: _____

Address: _____

Address cont'd: _____

Telephone: _____

E-Mail Address: _____

[Company Logo]

[Company Legal Name]
ADMINISTRATIVE DOCUMENTS

Lender's Domestic Wire Instructions

Bank Name: _____
City and State: _____
ABA/Routing No.: _____
Account Name: _____
Account No.: _____
FFC Account Name: _____
FFC Account No.: _____
Attention: _____
Reference: _____

Lender's Foreign Wire Instructions (please include wiring instructions for EACH currency as applicable)

Bank Name: _____
ABA/Routing No.: _____
Account Name: _____
Account No.: _____
FFC Account Name: _____
FFC Account No.: _____
Attention: _____
Reference: _____
SWIFT: _____
Country of Origin: _____

, hereby authorizes Wells Fargo Bank to rely on the payment instructions contained in this Administrative Details Form.

By: _____

Its: _____

[Company Logo]

[Company Legal Name]
ADMINISTRATIVE DOCUMENTS

TAX REPORTING INFORMATION (PLEASE REVIEW THE INFORMATION BELOW AND SUBMIT THE APPROPRIATE IRS TAX FORM ALONG WITH THIS COMPLETED ADMINISTRATIVE DETAILS QUESTIONNAIRE).

TAX DOCUMENTS

U.S. DOMESTIC INSTITUTIONS:

If your institution is incorporated or organized within the United States, you must complete and return **Form W-9** (*Request for Taxpayer Identification Number and Certification*). **Please be advised that we request that you submit an original Form W-9.**

- Attach Form W-9 for current Tax Year
- Confirm Tax ID Number:

FOREIGN INSTITUTIONS:

I. Corporations:

If your institution is incorporated outside of the United States for U.S. federal income tax purposes, and is the beneficial owner of the interest and other income it receives, you must complete one of the following three tax forms, as applicable to your institution:

- a.) **Form W8BEN** (*Certificate of Foreign Status of Beneficial Owner*),
- b.) **Form W-8ECI** (*Income Effectively Connected to a U.S. Trade or Business*),
- c.) **Form W-8EXP** (*Certificate of Foreign Government or Governmental Agency*).

A U.S. taxpayer identification number is required for any institution submitting Form W-8ECI. It is also required on Form W-8BEN for certain institutions claiming the benefits of a tax treaty with the U.S. Please be advised that U.S. tax regulations do not permit the acceptance of faxed forms. **An original tax form must be submitted.**

- Attach Form W-8 for current Tax Year
- Confirm Tax ID Number:

II. Flow-Through Entities:

If your institution is organized outside the U.S., and is classified for U.S. federal income tax purposes as either a Partnership, Trust, Qualified or Non-Qualified Intermediary, or other non U.S. flow-through entity, *an original Form W-8IMY* (*Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding*) must be completed by the intermediary together with a withholding statement. Flow-through entities other than Qualified Intermediaries are required to include tax forms for each of the underlying beneficial owners. Please be advised that U.S. tax regulations do not permit the acceptance of faxed forms. **Original tax form(s) must be submitted.**

- Attach Form W-8 for current Tax Year
- Confirm Tax ID Number:

Pursuant to the language contained in the tax section of the Credit Agreement, the applicable tax form for your institution must be completed and returned prior to the first payment of income. Failure to provide the proper tax form when requested may subject your institution to U.S. tax withholding.

FORM OF PERFECTION CERTIFICATE

[Form of Perfection Certificate follows this cover page.]

Exhibit E
Form of Perfection Certificate

EXHIBIT E

PERFECTION CERTIFICATE

Reference is made to that certain Credit Agreement (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Antero Midstream Partners LP, a Delaware limited partnership (the "Debtor")(1), the lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent (in such capacity and together with its successors and assigns, the "Administrative Agent") and Swingline Lender (in such capacity and together with its successors and assigns, the "Swingline Lender"), and the lenders party thereto.

In connection with the Credit Agreement, the Debtor intends to enter into the Security Agreement, the Mortgages and other collateral documents (collectively, the "Security Documents").

As of the Certification Date (as defined below), each of the undersigned (the "Grantors") hereby certifies to the Administrative Agent as follows:

I. CURRENT INFORMATION

A. Legal Names, Organizations, Jurisdictions of Organization and Organizational Identification Numbers. The full and exact legal name (as it appears in each respective certificate or articles of incorporation, limited liability membership agreement or similar organizational documents, in each case as amended to date), the type of organization, the jurisdiction of organization (or formation, as applicable), and the organizational identification number (not tax i.d. number) of the Debtor and each other Grantor are as follows:

Table with 4 columns: Name of Debtor/Grantor, Type of Organization (e.g. corporation, limited liability company, limited partnership), Jurisdiction of Organization/Formation, Organizational Identification Number.

B. Chief Executive Offices and Mailing Addresses. The chief executive office address and the preferred mailing address (if different than chief executive office) of the Debtor and each other Grantor are as follows:

Table with 3 columns: Name of Debtor/Grantor, Address of Chief Executive Office, Mailing Address (if different than CEO).

(1) Please fill out the Perfection Certificate pro forma for the Debtor and Grantors as they will exist on the Closing Date (i.e., immediately upon giving effect to the initial public offering).

C. Special Debtors. Except as specifically identified below none of the Grantors is a: (i) transmitting utility (as defined in Section 9-102(a)(80) of the New York Uniform Commercial Code), (ii) primarily engaged in farming operations (as defined in Section 9-102(a)(35) of the New York Commercial Code), (iii) a trust, (iv) a foreign air carrier within the meaning of the federal aviation act of 1958, as amended or (v) a branch or agency of a bank which bank is not organized under the law of the United States or any state thereof.

Table with 2 columns: Name of Debtor/Grantor, Type of Special Grantor.

D. Trade Names/Assumed Names.

Current Trade Names. Set forth below is each trade name or assumed name currently used by the Debtor or any other Grantor or by which the Debtor or any Grantor is known or is transacting any business:

Table with 2 columns: Debtor/Grantor, Trade/Assumed Name.

E. Changes in Names, Jurisdiction of Organization or Corporate Structure.

Except as set forth below, neither the Debtor nor any other Grantor has changed its name, jurisdiction of organization or its corporate structure in any way (e.g. by merger, consolidation, change in corporate form, change in jurisdiction of organization or otherwise) within the past five (5) years:

Table with 3 columns: Debtor/Grantor, Date of Change, Description of Change.

F. Prior Addresses.

Except as set forth below, neither the Debtor nor any other Grantor has changed its chief executive office, within the past five (5) years:

Table with 2 columns: Debtor/Grantor, Prior Address/City/State/Zip Code.

G. Acquisitions of Equity Interests or Assets.

Except as set forth below, neither the Debtor nor any Grantor has acquired the equity interests of another entity or substantially all the assets of another entity within the past five (5) years:

Debtor/Grantor	Date of Acquisition	Description of Acquisition

H. Corporate Ownership and Organizational Structure

Attached as Exhibit A hereto is a true and correct chart showing the ownership relationship of the Debtor and all of its subsidiaries.

II. INFORMATION REGARDING CERTAIN COLLATERAL**A. Investment Related Property**

1. **Equity Interests.** Set forth below is a list of all equity interests owned by the Debtor and each Grantor together with the type of organization which issued such equity interests (e.g. corporation, limited liability company, partnership or trust):

Debtor/Grantor	Issuer	Type of Organization	# of Shares Owned	Total Shares Outstanding	% of Interest Pledged	Certificate No. (if uncertificated, please indicate so)	Par Value

2. **Securities Accounts.** Set forth below is a list of all securities accounts in which the Debtor or any other Grantor customarily maintains securities or other assets:

Debtor/Grantor	Type of Account	Name & Address of Financial Institutions

3. **Commodities Accounts.** Set forth below is a list of all commodities accounts in which the Debtor or any other Grantor has an interest:

Debtor/Grantor	Type of Account	Name & Address of Commodity Broker or Financial Institutions

4. **Deposit Accounts.** Set forth below is a list of all bank accounts (checking, savings, money market or the like) of the Debtor or any other Grantor:

Debtor/Grantor	Type of Account	Name & Address of Financial Institutions

5. **Debt Securities & Instruments.** Set forth below is a list of all debt securities and instruments owed to the Debtor or any other Grantor:

Debtor/Grantor	Issuer of Instrument	Principal Amount of Instrument	Maturity Date

6. **Letter of Credit Rights.** Set forth below is a list of all letters of credit issued in favor of the Debtor or any other Grantor, as beneficiary thereunder:

Issuer	Beneficiary	Principal Amount	Date of Issuance	Maturity Date

B. Intellectual Property. Set forth below is a list of all copyrights, patents, and trademark, all applications and licenses thereof and other intellectual property owned or used, or hereafter adopted, held or used, by the Debtor and each other Grantor:

1. Copyrights, Copyright Applications and Copyright Licenses

Debtor/Grantor	Title	Filing Date/Issued Date	Status	Application/Registration No.

2. Patents, Patent Applications and Patent Licenses

Debtor/Grantor	Title	Filing Date/Issued Date	Status	Application/Registration No.

3. Trademarks, Trademark Applications and Trademark Licenses

Debtor/Grantor	Title	Filing Date/Issued Date	Status	Application/ Registration No.

C. **Tangible Personal Property in Possession of Warehousemen, Bailees and Other Third Parties.** Except as set forth below, no persons (including, without limitation, warehousemen and bailees) other than the Debtor or any other Grantor have possession of any material amount (fair market value of \$1,000,000 or more) of tangible personal property of the Debtor or any other Grantor:

Debtor/Grantor	Address/City/State/Zip Code	County	Description of Assets and Value

D. Real Estate and Related UCC Collateral

1. **Real Property Interests.** Set forth below are all the locations where the Debtor or any other Grantor owns or leases any real property interest including, without limitation, pipeline rights of way, easements, leases, multiple line easements, oil, gas and other mineral property rights and undivided record title or operating rights interests in the properties:

Debtor/Grantor	Address/City/State/Zip Code or other description(2)	County	Owned or Leased

(2) Please note if property is on Indian lands, Federal lands (including OCS) or offshore State lands.

2. **Water Rights.** Set forth below are all water rights (other than groundwater, riparian rights and other similar rights owned by virtue of or appurtenant to a fee interest in real property):

Debtor/Grantor	Address/City/State/Zip Code	County

3. **"As Extracted" Collateral.** Set forth below are all the locations where the Debtor or any other Grantor owns, leases or has an interest in any wellhead or minehead:

Debtor/Grantor	Address/City/State/Zip Code	County

4. **Timber to be Cut.** Set forth below are all locations where the Debtor or any other Grantor owns goods that are timber to be cut:

Debtor/Grantor	Address/City/State/Zip Code	County

5. **Flood Hazard Property.** Set forth below is a schedule of any real property on which a building (broadly defined as required by regulation) or mobile home,(3) is located:

(3) A building is an (a) structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or (b) a manufactured home (a "manufactured home," also known as a mobile home, is a structure built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or (c) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described above.

Debtor/Grantor	Address/City/State/Zip Code/County	Type of Building

E. Contracts:

1. **Burdensome Contracts.** Set forth below is a list of all contracts that contain a restriction on pledge (including the pledge of equity or other assets) or contain another restriction affecting consummation of the proposed transaction.

Description of Material Contract	Type Restriction on Pledge (if any)	Other Restriction Affecting Consummation of the Proposed Transaction

2. **Government Contracts** Set forth below is a list of contracts with government or quasi-government agencies (including U.S. federal, state or local government or agencies as well as any foreign government or agency).

Description of Material Contract	Type Restriction on Pledge (if any)	Other Restriction Affecting Consummation of the Proposed Transaction
B-7		

III. AUTHORITY TO FILE FINANCING STATEMENTS

The undersigned, on behalf of the Debtor and each other Grantor, hereby authorizes the Administrative Agent to file financing or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as the Administrative Agent may determine, in its reasonable discretion, are necessary or advisable to perfect all security interests granted or to be granted to the Administrative Agent under the Security Documents. Such financing statements may describe the collateral in the same manner as described in the Security Documents or may contain an indication or description of collateral that describes such property in any other manner as the Administrative Agent may determine, in its reasonable discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Administrative Agent, including, without limitation, describing such property as “all assets” or “all personal property.”

B-8

IN WITNESS WHEREOF, the undersigned hereto has caused this Perfection Certificate to be executed as of this [·] day of [·], 2014 (the “Certification Date”) by its officer thereunto duly authorized.

ANTERO MIDSTREAM PARTNERS LP, as Debtor

By: _____
Name:
Title:

[[INSERT NAMES OF ADDITIONAL GRANTORS]]

By: _____
Name:
Title:]

EXHIBIT F

FORM OF SECURITY AGREEMENT

[Form of Security Agreement follows this cover page.]

Exhibit F
Form of Security Agreement

GUARANTY AND COLLATERAL AGREEMENT

dated as of
[], 2014

made by

ANTERO MIDSTREAM PARTNERS LP,

and

each of the other Grantors party hereto

in favor of

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Administrative Agent

TABLE OF CONTENTS

**ARTICLE I
Definitions**

Section 1.01	Definitions	1
Section 1.02	Other Definitional Provisions; References	3

ARTICLE II
Guaranty

Section 2.01	Guaranty	4
Section 2.02	Payments	4
Section 2.03	Keepwell	4

ARTICLE III
Grant of Security Interest

Section 3.01	Grant of Security Interest	5
Section 3.02	Transfer of Pledged Securities	6
Section 3.03	Grantors Remain Liable under Accounts, Chattel Paper and Payment Intangibles	6

ARTICLE IV
Acknowledgments, Waivers and Consents

Section 4.01	Acknowledgments, Waivers and Consents	7
Section 4.02	No Subrogation, Contribution or Reimbursement	9

ARTICLE V
Representations and Warranties

Section 5.01	Representations in Credit Agreement	9
Section 5.02	Benefit to the Guarantor	10
Section 5.03	Title; No Other Liens	10
Section 5.04	Perfected First Priority Liens	10
Section 5.05	Legal Name, Organizational Status, Chief Executive Office	10
Section 5.06	Prior Names and Addresses	10
Section 5.07	Pledged Securities	10
Section 5.08	Goods	11
Section 5.09	Instruments and Chattel Paper	11
Section 5.10	Accounts	11
Section 5.11	Excluded Assets	11
Section 5.12	Patents, Trademarks and Copyrights	11
Section 5.13	Deposit Accounts and Securities Accounts	12

ARTICLE VI
Covenants

Section 6.01	Covenants in Credit Agreement	12
Section 6.02	Maintenance of Perfected Security Interest; Further Documentation	12
Section 6.03	Maintenance of Records	13

i

Section 6.04	Right of Inspection	14
Section 6.05	Further Identification of Collateral	14
Section 6.06	Changes in Locations, Name, etc.	14
Section 6.07	Limitations on Dispositions of Collateral	14
Section 6.08	Pledged Securities	14
Section 6.09	Instruments and Tangible Chattel Paper	15
Section 6.10	Limitations on Modifications, Waivers, Extensions of Agreements Giving Rise to Accounts	15
Section 6.11	Patents, Trademarks, Copyrights	16
Section 6.12	Commercial Tort Claims	17

ARTICLE VII
Remedial Provisions

Section 7.01	Pledged Securities	17
Section 7.02	Collections on Accounts, Etc.	19
Section 7.03	Proceeds	19
Section 7.04	UCC and Other Remedies	19
Section 7.05	Standards of Exercising Rights and Remedies	20
Section 7.06	Private Sales of Pledged Securities	21
Section 7.07	Waiver; Deficiency	21
Section 7.08	Non-Judicial Enforcement	22

ARTICLE VIII
The Administrative Agent

Section 8.01	Administrative Agent's Appointment as Attorney-in-Fact, Etc.	22
Section 8.02	Duty of Administrative Agent	23
Section 8.03	Financing Statements	24
Section 8.04	Authority of Administrative Agent	24

ARTICLE IX
Subordination of Indebtedness

Section 9.01	Subordination of All Grantor Claims	24
Section 9.02	Claims in Bankruptcy	24
Section 9.03	Payments Held in Trust	25
Section 9.04	Liens Subordinate	25
Section 9.05	Notation of Records	25

ARTICLE X
Miscellaneous

Section 10.01	Waiver	25
Section 10.02	Notices	25
Section 10.03	Payment of Expenses, Indemnities, Etc.	26
Section 10.04	Amendments in Writing	26
Section 10.05	Successors and Assigns	26
Section 10.06	Third Party Beneficiaries	26
Section 10.07	Invalidity	27
Section 10.08	Counterparts	27

Section 10.09	Survival	27
Section 10.10	Captions	27
Section 10.11	No Oral Agreements	27
Section 10.12	Governing Law; Submission to Jurisdiction	27
Section 10.13	Acknowledgments	28
Section 10.14	Additional Grantors	30
Section 10.15	Set-Off	30
Section 10.16	Releases	30
Section 10.17	Reinstatement; Fraudulent Transfers	31
Section 10.18	Acceptance	32

SCHEDULES:

1. Notice Addresses
2. Description of Pledged Securities
3. Filings and Other Actions Required to Perfect Security Interests
4. Legal Name, Location of Jurisdiction of Organization, Organizational Identification Number, Taxpayer Identification Number and Chief Executive Office
5. Prior Names and Prior Chief Executive Offices
6. Description of Patents and Patent Licenses
7. Description of Trademark and Trademark Licenses
8. Description of Copyrights and Copyright Licenses
9. Deposit Accounts and Securities Accounts

ANNEXES:

- I. Form of Joinder Agreement
- II. Form of Acknowledgment and Consent

This GUARANTY AND COLLATERAL AGREEMENT, dated as of [], 2014, (this "Agreement") is made by Antero Midstream Partners, LP, a Delaware limited partnership ("Borrower"), each of the other Grantors (as defined below) and Grantors signatory hereto, in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent") for the Secured Parties, as defined in the Credit Agreement, dated as of [], 2014 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, each lender and L/C Issuer from time to time party thereto (the "Lenders") and the Administrative Agent.

WHEREAS, the Borrower entered into the Credit Agreement pursuant to which the Lenders agreed to make certain extensions of credit to the Borrower;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the parties hereto enter into this Agreement (as defined below), and the parties hereto have agreed to enter into this Agreement to secure the Obligations.

NOW, THEREFORE, in consideration of the premises herein and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

ARTICLE I
Definitions

Section 1.01 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms as well as all uncapitalized terms which are defined in the UCC (as defined below) on the date hereof are used herein as so defined: Accounts, Chattel Paper, Commercial Tort Claims, Commodity Accounts, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Payment Intangibles, Proceeds, Securities Accounts, Supporting Obligations, and Tangible Chattel Paper.

(b) The following terms shall have the following meanings:

"Account Debtor" shall mean a Person (other than any Grantor) obligated on an Account, Chattel Paper, or General Intangible.

"Administrative Agent" shall have the meaning assigned to such term in the preamble hereto.

"Agreement" shall mean this Guaranty and Collateral Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time.

"Bankruptcy Proceeding" shall have the meaning assigned to such term in Section 10.17(b).

"Borrower" shall have the meaning assigned to such term in the preamble hereto.

“Borrower Parties” shall mean, collectively, the Borrower and its Related Parties.

“Collateral” shall have the meaning assigned to such term in Section 3.01.

“Copyright” shall mean any copyright issued in the United States pursuant to the Copyright Act of 1976 or any similar right conferred in any other country, including any thereof referred to in Schedule 8 hereto.

“Copyright Licenses” shall mean all written agreements providing for the grant by or to any Grantor of any right to use any material covered by any Copyright, including any thereof referred to in Schedule 8 hereto.

“Credit Agreement” shall have the meaning assigned to such term in the preamble hereto.

“Credit Agreement Termination” shall occur upon termination of the Aggregate Commitments and payment in full of all Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent, the Swingline Lender and the L/C Issuer shall have been made).

“Excluded Bank Account” means (a) any Deposit Account with a balance of less than \$100,000 at any time and (b) any Deposit Account that is exclusively used for payroll, payroll taxes or other employee wage and benefit payments to or for the benefit of any Grantor’s employees.

“Grantor Claims” shall have the meaning assigned to such term in Section 9.01.

“Grantors” shall mean, collectively, (a) the Borrower and (b) the Guarantors.

“Guarantor” shall mean, collectively, (a) the Borrower, with respect to the obligations to the extent that the Borrower is not the primary obligor with respect thereto and (b) each Restricted Subsidiary of the Borrower that becomes a party hereto from time to time.

“Guaranty” shall have the meaning assigned to such term in Section 2.01(b).

“Issuers” shall mean, collectively, each issuer of a Pledged Security.

“Lenders” shall have the meaning assigned to such term in the preamble hereto.

“Maximum Liability” shall have the meaning assigned to such term in Section 10.17(b).

“Patent License” shall mean all written agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including any thereof referred to in Schedule 6 hereto.

“Patents” shall mean patents, patent applications, and patent rights, including any such rights granted upon any reissue, reexamination, division, extension, provisional, continuation, continuation-in-part or other application, certificates of invention and other indicia of invention ownership, and equivalent or similar rights anywhere in the world in inventions and discoveries, including any of the foregoing referred to in Schedule 6 hereto.

“Perfection Exceptions” shall have the meaning assigned to such term in Section 6.02(f).

2

“Pledged Securities” shall mean, with respect to any Grantor: (a) all Equity Interests owned, held of record or beneficially owned by such Grantor, including but not limited to each of the Equity Interests described or referred to in Schedule 2; and (b) (i) the certificates or instruments, if any, representing such equity interests, (ii) all dividends (cash, stock or otherwise), cash, instruments, rights to subscribe, purchase or sell and all other rights and property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests, (iii) all replacements, additions to and substitutions for any of the property referred to in this definition, including claims against third parties, (iv) the proceeds, interest, profits and other income of or on any of the property referred to in this definition and (v) all books and records pertaining to any of the property referred to in this definition.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding \$10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Trademark License” shall mean any written agreement providing for the grant by or to any Grantor of any right to use any Trademark, including any thereof referred to in Schedule 7 hereto.

“Trademarks” shall mean: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including any thereof referred to in Schedule 7 hereto, and (b) all renewals thereof.

“UCC” shall mean the Uniform Commercial Code, as it may be amended, from time to time in effect in the State of New York; provided, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

“Vehicles” shall mean all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and, in any event, shall include all tires and other appurtenances to any of the foregoing.

Section 1.02 Other Definitional Provisions; References. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting

3

such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) the words "herein", "hereof", "hereby" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including", (f) the words "asset" and "Property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (g) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision. Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

ARTICLE II Guaranty

Section 2.01 Guaranty.

(a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Secured Parties and each of their respective successors, endorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower and the Guarantors when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. This is a guarantee of payment and not collection, and the liability of each Guarantor is primary and not secondary.

(b) Each Guarantor agrees that if the maturity, or other date for the payment, of any of the Obligations is accelerated by bankruptcy or otherwise, such maturity or payment date shall also be deemed accelerated for the purpose of the guaranty contained in this Article II (the "Guaranty") without demand or notice to such Guarantor. This Guaranty shall remain in full force and effect until the Credit Agreement Termination, notwithstanding that from time to time during the term of the Credit Agreement, no Obligations may be outstanding.

(c) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any other Secured Party from Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Obligations or any payment received or collected from such Guarantor in respect of the Obligations), remain liable for the Obligations up to the maximum liability of such Guarantor hereunder until the Credit Agreement Termination.

Section 2.02 Payments. Each Guarantor hereby agrees and guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in dollars at the Administrative Agent's Office specified pursuant to the Credit Agreement.

Section 2.03 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as

4

may be needed from time to time by each other Guarantor to honor all of its obligations under this Guaranty in respect of Swap Obligations (*provided*, however, that each Qualified ECP Guarantor shall only be liable under this Section 2.03 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 2.03, or otherwise under this Guaranty, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until such Guarantor is released from its obligations hereunder in accordance with Section 10.16 hereof. Each Qualified ECP Guarantor intends that this Section 2.03 constitute, and this Section 2.03 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE III Grant of Security Interest

Section 3.01 Grant of Security Interest.

(a) Each Grantor hereby pledges, assigns and transfers to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence, excluding in all cases all of each Grantor's right, title and interest in, to and under the Excluded Assets, (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (i) all Accounts;
- (ii) all Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper);
- (iii) all Commercial Tort Claims;
- (iv) all Copyright Licenses and Copyrights;
- (v) all Deposit Accounts;
- (vi) all Documents;
- (vii) all General Intangibles (including rights and interests in, to and under all Secured Hedge Agreements)
- (viii) all Goods (including all Inventory, all Equipment and all Fixtures);
- (ix) all Instruments;
- (x) all Investment Property;
- (xi) all Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);

5

- (xii) all Patent Licenses and Patents;

- (xiii) all Pledged Securities;
- (xiv) all Securities Accounts;
- (xv) all Supporting Obligations;
- (xvi) all Trademark Licenses and Trademarks;
- (xvii) all Vehicles;
- (xviii) all books and records pertaining to the Collateral; and

(xix) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Agreement if and when any Property shall cease to be an Excluded Asset, a Lien on and security in such Property shall be deemed granted therein.

Section 3.02 Transfer of Pledged Securities. All certificates and instruments representing or evidencing the Pledged Securities shall be delivered to and held pursuant hereto by the Administrative Agent or a Person designated by the Administrative Agent and, in the case of an instrument or certificate in registered form, shall be duly indorsed to the Administrative Agent or in blank by an effective endorsement (whether on the certificate or instrument or on a separate writing), and accompanied by any required transfer tax stamps to effect the pledge of the Pledged Securities to the Administrative Agent in accordance with Section 6.08 hereof. During the continuance of an Event of Default, the Administrative Agent shall have the right, at any time in its discretion and without notice, to transfer to or to register in the name of the Administrative Agent, any Secured Party or any of its nominees any or all of the Pledged Securities. In addition, during the continuance of an Event of Default, the Administrative Agent shall have the right at any time to exchange certificates or instruments representing or evidencing limited partnership interests or shares for certificates or instruments of smaller or larger denominations.

Section 3.03 Grantors Remain Liable under Accounts, Chattel Paper and Payment Intangibles. Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Accounts, Chattel Paper and Payment Intangibles to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with commercially reasonable procedures and with the terms of any agreement giving rise to each such Account, Chattel Paper or Payment Intangible. Neither the Administrative Agent nor any other Secured Party shall have any obligation or liability under any Account, Chattel Paper or Payment Intangible (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any such other Secured Party of any payment or security interest relating to such Account, Chattel Paper or Payment Intangible, pursuant hereto, nor shall the Administrative Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account, Chattel Paper or Payment Intangible (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account, Chattel Paper or Payment Intangible (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce

any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

ARTICLE IV Acknowledgments, Waivers and Consents

Section 4.01 Acknowledgments, Waivers and Consents.

(a) Each Grantor acknowledges and agrees that the obligations undertaken by it under this Agreement involve the guarantee of, and/or the provision of collateral security for, the obligations of Persons other than such Grantor and that such Grantor's guarantee and/or provision of collateral security for the Obligations are absolute, irrevocable and unconditional under any and all circumstances. In full recognition and furtherance of the foregoing, each Grantor understands and agrees, to the fullest extent permitted under applicable law and except as may otherwise be expressly and specifically provided in the Loan Documents, that each Grantor shall remain obligated hereunder (including with respect to the Guaranty made and/or the collateral security provided by such Grantor herein) and the enforceability and effectiveness of this Agreement and the liability of such Grantor, and the rights, remedies, powers and privileges of the Administrative Agent and the other Secured Parties under this Agreement and the other Loan Documents shall not be affected, limited, reduced, discharged or terminated in any way:

(i) notwithstanding that, without any reservation of rights against any Grantor and without notice to or further assent by any Grantor, (A) any demand for payment of any of the Obligations made by the Administrative Agent or any other Secured Party may be rescinded by the Administrative Agent or such other Secured Party and any of the Obligations continued; (B) the Obligations, the liability of any other Person upon or for any part thereof or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by, or any indulgence or forbearance in respect thereof granted by, the Administrative Agent or any other Secured Party; (C) the Credit Agreement, the other Loan Documents, any Secured Hedge Agreement, Secured Cash Management Agreement or any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as provided herein or therein; (D) the Borrower, any other Grantor or any other Person may from time to time accept or enter into new or additional agreements, security documents, guarantees or other instruments in addition to, in exchange for or relative to, any Loan Document, Secured Hedge Agreement or any Secured Cash Management Agreement, all or any part of the Obligations or any Collateral now or in the future serving as security for the Obligations; (E) any collateral security, guarantee (including the Guaranty) or right of offset at any time held by the Administrative Agent or any other Secured Party for the payment of the Obligations may be sold, exchanged, waived, surrendered or released; and (F) any other event shall occur which constitutes a defense or release of sureties generally; and

(ii) without regard to, and each Grantor hereby expressly waives to the fullest extent permitted by law any defense now or in the future arising by reason of, (A) the illegality, invalidity or unenforceability of the Credit Agreement, any other Loan Document, any Secured Hedge Agreement, any Secured Cash Management Agreement, any of the Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any other Secured Party; (B) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Grantor or any other Person against the Administrative Agent or any other Secured Party; (C) the insolvency, bankruptcy arrangement, reorganization, adjustment, composition, liquidation, disability, dissolution or lack of power of the Borrower or any other Grantor or any other Person at any time liable

for the payment of all or part of the Obligations or the failure of the Administrative Agent or any other Secured Party to file or enforce a claim in bankruptcy or other proceeding with respect to any Person; or any sale, lease or transfer of any or all of the assets of any Grantor, or any changes in the shareholders of any Grantor; (D) the fact that any Collateral or Lien contemplated or intended to be given, created or granted as security for the repayment of the Obligations shall not be properly perfected or created, or shall prove to be unenforceable or subordinate to any other Lien, it being recognized and agreed by each Grantor that they are not entering into this Agreement in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability or value of any of the Collateral for the Obligations; (E) any failure of the Administrative Agent or any other Secured Party to marshal assets in favor of any Grantor or any other Person, to exhaust any Collateral for all or any part of the Obligations, to pursue or exhaust any right, remedy, power or privilege it may have against any Grantor or any other Person or to take any action whatsoever to mitigate or reduce any Grantor's liability under this Agreement, any other Loan Document, any Secured Cash Management Agreement or any Secured Hedge Agreement; (F) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's

obligation in proportion to the principal obligation; (G) the possibility that the Obligations may at any time and from time to time exceed the aggregate liability of such Grantor under this Agreement; or (H) any other circumstance or act whatsoever, including any action or omission of the type described in Section 4.01(a)(i) (with or without notice to or knowledge of any Grantor), which constitutes, or might be construed to constitute, an equitable or legal discharge or defense of the Borrower for the Obligations, or of such Guarantor under the Guaranty or with respect to the collateral security provided by any Grantor herein, or which might be available to a surety or guarantor, in bankruptcy or in any other instance (other than the defense of payment or performance).

(b) Each Grantor hereby waives to the extent permitted by law: (i) except as expressly provided otherwise in any Loan Document, all notices to such Grantor, or to any other Person, including notices of the acceptance of this Agreement, the Guaranty or the provision of collateral security provided herein, or the creation, renewal, extension, modification, accrual of any Obligations, or notice of or proof of reliance by the Administrative Agent or any other Secured Party upon the Guaranty or upon the collateral security provided herein, or of default in the payment or performance of any of the Obligations owed to the Administrative Agent or any other Secured Party and enforcement of any right or remedy with respect thereto; or notice of any other matters relating thereto; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the Guaranty and the collateral security provided herein and no notice of creation of the Obligations or any extension of credit already or hereafter contracted by or extended to the Borrower need be given to any Guarantor; and all dealings between the Borrower and any of the other Grantors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the Guaranty and on the collateral security provided herein; (ii) diligence and demand of payment, presentment, protest, dishonor and notice of dishonor; (iii) any statute of limitation affecting any Grantor's liability hereunder or the enforcement thereof; (iv) all rights of revocation with respect to the Obligations, the Guaranty and the provision of collateral security herein; and (v) all principles or provisions of law which conflict with the terms of this Agreement and which can, as a matter of law, be waived.

(c) When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Grantor, the Administrative Agent or any other Secured Party may, but shall be under no obligation to, join or make a similar demand on or otherwise pursue or exhaust such rights and remedies as it may have against the Borrower, any other Grantor, or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any other Secured Party to make any such demand, to pursue such

8

other rights or remedies or to collect any payments from the Borrower, any other Grantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Grantor, or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Grantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any other Secured Party against any Grantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings. Neither the Administrative Agent nor any other Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Obligations or for the Guaranty or any property subject thereto.

Section 4.02 No Subrogation, Contribution or Reimbursement. Notwithstanding any payment made by any Grantor hereunder or any set-off or application of funds of any Grantor by the Administrative Agent or any other Secured Party, no Grantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any other Secured Party against the Borrower or any other Grantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any other Secured Party for the payment of the Obligations, nor shall any Grantor seek or be entitled to seek any indemnity, exoneration, participation, contribution or reimbursement from the Borrower or any other Grantor in respect of payments made by such Grantor hereunder, until the Credit Agreement Termination shall have occurred, and each Grantor hereby expressly waives, releases, and agrees not to exercise any such rights of subrogation, reimbursement, indemnity and contribution until the Credit Agreement Termination shall have occurred. If any amount shall be paid to any Grantor on account of such subrogation rights at any time prior to the Credit Agreement Termination, such amount shall be held by such Grantor in trust for the Administrative Agent for the benefit of the Secured Parties, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required), to be applied against the Obligations, whether matured or unmatured, in accordance with Section 8.03 of the Credit Agreement. Each Grantor further agrees that to the extent that such waiver and release set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement, indemnity and contribution such Grantor may have against the Borrower, any other Grantor, or against any collateral, security, guarantee or right of offset held by the Administrative Agent or any other Secured Party, shall be junior and subordinate to any rights the Administrative Agent and the other Secured Parties may have against the Borrower or such other Grantor and to all right, title and interest the Administrative Agent and the other Secured Parties may have in any collateral or security or guarantee or right of offset. The Administrative Agent, for the benefit of the Secured Parties, may use, sell or dispose of any item of Collateral or security as it sees fit without regard to any subrogation rights any Grantor may have, and upon any disposition or sale, any rights or subrogation any Grantor may have shall terminate.

ARTICLE V Representations and Warranties

To induce the Administrative Agent and the other Secured Parties to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Lenders and Affiliates of the Lenders to enter into Secured Hedge Agreements, each Grantor hereby represents and warrants to the Administrative Agent and each other Secured Party that:

Section 5.01 Representations in Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Article V of the Credit Agreement as they relate to such Guarantor (in its capacity as a Subsidiary of the Borrower, as a Guarantor or as a Borrower Party)

9

or to the Loan Documents or other agreements to which such Grantor is a party are true and correct in all material respects (except that any such representations and warranties that are qualified by materiality shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall be true and correct in all material respects (except that any such representations and warranties that are qualified by materiality shall be true and correct in all respects) as of such specified earlier date; provided, that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 5.01, be deemed to be a reference to such Guarantor's knowledge.

Section 5.02 Benefit to the Guarantor. The Borrower is a member of an affiliated group of companies that includes each Guarantor, and the Borrower and the Guarantors are engaged in related businesses permitted pursuant to Section 7.07 of the Credit Agreement. Each Guarantor (other than the Borrower) is a Subsidiary of the Borrower, and in each case, the guaranty and surety obligations of such Guarantor pursuant to this Agreement are expected to benefit, directly or indirectly, such Guarantor; and it has determined that this Agreement is necessary and convenient to the conduct, promotion and attainment of the business of such Guarantor.

Section 5.03 Title: No Other Liens. No Grantor has consented to the filing of any financing statement or other public notice with respect to all or any part of the Collateral except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, or to evidence Permitted Encumbrances.

Section 5.04 Perfected First Priority Liens. Subject to the Perfection Exceptions (as defined below), the security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (all of which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in duly completed and duly executed form, as applicable, and may be filed by the Administrative Agent at any time on or after the date hereof), the taking of possession or control by the Administrative Agent of the Collateral with respect to which a security interest may be perfected only by possession or control and the taking of other perfection action in accordance with this Agreement, will constitute valid perfected security interests to the extent required hereby in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof, other than Permitted Encumbrances that have priority over the Liens on the Collateral by operation of law.

Section 5.05 Legal Name, Organizational Status, Chief Executive Office. On the date hereof, the correct legal name of such Grantor, its

jurisdiction of organization, organizational identification number (if applicable), federal taxpayer identification number and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

Section 5.06 Prior Names and Addresses. Schedule 5 correctly sets forth (a) all legal names that such Grantor has used in the five years prior to the date hereof and (b) any jurisdictions of organization or chief executive offices of such Grantor in the five years prior to the date hereof (if different from that which is set forth in Section 5.05 above).

Section 5.07 Pledged Securities. The shares (or such other interests) of Pledged Securities pledged by such Grantor hereunder constitute all the issued and outstanding shares (or such other interests) of all classes of the Equity Interests of each Issuer owned by such Grantor. All the shares (or such other interests) of the Pledged Securities have been duly and validly issued and are fully

10

paid and nonassessable; all documentary, stamp, or other taxes or fees owing in connection with the issuance, transfer and/or pledge of such Pledged Securities hereunder have been paid and such Grantor is the record and beneficial owner of, and has good title to, such Pledged Securities pledged by it hereunder, free of any and all Liens (except for Permitted Encumbrances), options, warrants, puts, calls, or other rights of third Persons, and restrictions or options in favor of, or claims of, any other Person, and has full right and authority to pledge the Pledged Securities for the purposes and upon the terms set out herein and the power to transfer the Pledged Securities, free and clear of any Lien (except for Permitted Encumbrances). No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Pledged Securities. Except to the extent permitted by the Credit Agreement, there are no restrictions on transfer in the Organizational Documents, or other agreement or document governing the Pledged Securities or any other agreement relating thereto which would limit or restrict (a) the grant of a security interest in the Pledged Securities, (b) the perfection of such security interest or (c) the exercise of remedies in respect of such perfected security interest in the Pledged Securities; in each case, as contemplated by this Agreement. Upon the exercise of remedies in respect of the Pledged Securities, a transferee or assignee of a membership interest or partnership interest, as the case may be, of such Person, shall become a member or partner, as the case may be, of such Person, entitled to participate in the management thereof and, upon the transfer of the entire interest of such Grantor, such Grantor shall cease to be a member or partner, as the case may be.

Section 5.08 Goods. No material portion of the Collateral constituting Goods is in the possession of a bailee that has issued a negotiable or non-negotiable document covering such Collateral, except in the case of Goods covered by a negotiable or non-negotiable documents that is subject hereto and has been delivered to the Administrative Agent.

Section 5.09 Instruments and Chattel Paper. Such Grantor has delivered to the Administrative Agent all Collateral constituting Instruments and Chattel Paper evidencing Indebtedness, in each case individually in an original amount in excess of \$1,000,000. No Collateral constituting Chattel Paper or Instruments contains any statement therein to the effect that such Collateral has been assigned to an identified party other than the Administrative Agent, and the grant of a security interest in such Collateral in favor of the Administrative Agent hereunder does not violate the rights of any other Person as a secured party.

Section 5.10 Accounts. The place where each Grantor keeps its records concerning the Accounts, Chattel Paper and Payment Intangibles is [1625 17th Street, Denver, Colorado 80202], or such other location as such Grantor provides notice of pursuant to Section 6.06.

Section 5.11 Excluded Assets. Each Grantor hereby represents and warrants that the Excluded Assets, when taken as a whole, are not material to the business operations or financial condition of the Borrower Parties, taken as a whole.

Section 5.12 Patents, Trademarks and Copyrights. Schedule 6 hereto includes all material Patents and Patent Licenses owned by such Grantor in its own name as of the date hereof. Schedule 7 hereto includes all material Trademarks and Trademark Licenses owned by such Grantor in its own name as of the date hereof. Schedule 8 herein includes all material Copyright and Copyright Licenses owned by such Grantor in its own name as of the date hereof. To the best of each such Grantor's knowledge each Patent, Trademark and Copyright is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in either such Schedules, none of such Patents, Trademarks and Copyrights is the subject of any licensing or franchise agreement. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Patent, Trademark or Copyright. No action or proceeding is pending seeking to limit,

11

cancel or question the validity of any Patent, Trademark or Copyright, and which, if adversely determined would have a material adverse effect on the value of any Patent, Trademark or Copyright.

Section 5.13 Deposit Accounts and Securities Accounts. Schedule 9 correctly sets forth each Deposit Account and each Securities Account held or maintained by such Grantor on the date hereof and identifies whether such Deposit Account is an Excluded Bank Account as of the date hereof.

ARTICLE VI Covenants

Each Grantor covenants and agrees with the Administrative Agent and the other Secured Parties that, from and after the date of this Agreement until the earliest to occur of (i) the Credit Agreement Termination, (ii) as to any Grantor, the date upon which all the Equity Interests of such Grantor shall have been sold or otherwise disposed of (to a Person other than a Grantor) in accordance with the terms of the Credit Agreement or (iii) as to any Grantor, the designation of such Grantor as an Unrestricted Subsidiary in accordance with Section 6.17 of the Credit Agreement:

Section 6.01 Covenants in Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any Restricted Subsidiary of which it is the parent.

Section 6.02 Maintenance of Perfected Security Interest; Further Documentation.(a)

(a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 5.04 and shall use commercially reasonable efforts to defend such security interest against the claims and demands of all Persons whomsoever except for, in each case, Permitted Encumbrances.

(b) At any time and from time to time, upon the reasonable request of the Administrative Agent or the Required Lenders through the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly give, execute, deliver, indorse, file or record any and all financing statements, continuation statements, amendments, notices (including notifications to financial institutions and any other Person), contracts, agreements, assignments, certificates, stock powers or other instruments, obtain any and all governmental approvals and consents and take or cause to be taken any and all steps or acts as the Administrative Agent, or the Required Lenders through the Administrative Agent, may reasonably require in order to create, perfect, establish the priority of, or to preserve the validity, perfection or priority of, the Liens granted by this Agreement or to enable the Administrative Agent or the Required Lenders through the Administrative Agent to enforce, assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively its rights, remedies, powers and privileges under this Agreement with respect to such Liens or to otherwise obtain or preserve the full benefits of this Agreement and the rights, powers and privileges herein granted.

(c) Without limiting the obligations of the Grantors under Section 6.02(b): (i) each Grantor shall take or cause to be taken all actions (other than any actions required to be taken by the Administrative Agent) to cause the Administrative Agent to (A) have "control" (within the meaning of Sections 9-104, 9-105, 9-106, 9-107 and 8-106 of the UCC) over any Collateral constituting (1) Deposit Accounts (other than Excluded Bank Accounts), (2) Security Accounts, (3) Commodity Accounts, (4)

12

Electronic Chattel Paper (5) Investment Property (including the Pledged Securities) or (6) Letter of Credit Rights, including executing and delivering any agreements, in form and substance reasonably satisfactory to the Administrative Agent, with depositary banks, securities intermediaries, commodity intermediaries, issuers or other Persons in order to establish "control", and each Grantor shall promptly notify the Administrative Agent and the other Secured Parties of such Grantor's acquisition of any such Collateral, and (B) be a "protected purchaser" (as defined in Section 8-303 of the UCC) (ii) each Grantor shall provide ten (10) days' prior notice to the Administrative Agent (or such shorter period as agreed to by the Administrative Agent) before such Grantor opens a new Deposit Account, Securities Account or Commodity Account; (iii) with respect to Collateral (other than certificated securities and goods covered by a document) in the possession of a Person other than such Grantor or the Administrative Agent, such Grantor shall obtain written acknowledgement that such Person holds possession for the Administrative Agent's benefit; and (iv) with respect to any Collateral constituting Goods that are in the possession of a bailee, such Grantor shall provide prompt notice to the Administrative Agent and the other Secured Parties of any such Collateral then in the possession of such bailee, and such Grantor shall take or cause to be taken all actions (other than any actions required to be taken by the Administrative Agent or any other Secured Party) necessary or reasonably requested by the Administrative Agent to cause the Administrative Agent to have a perfected security interest in such Collateral under applicable law.

(d) Each Grantor shall promptly give notice to the Administrative Agent of, and shall use commercially reasonable efforts to defend the Collateral against, and shall take such other action as may be necessary to remove, any Lien (except for Permitted Encumbrances), suit, action or proceeding that involves the Collateral or that could adversely affect in any material respect the Lien granted by it hereunder, and such Grantor shall use commercially reasonable efforts to defend the security interest and Lien created by this Agreement against the claims and demands of all persons whomsoever.

(e) This Section 6.02 and the obligations imposed on each Grantor by this Section 6.02 shall be interpreted as broadly as possible in favor of the Administrative Agent and the other Secured Parties in order to effectuate the purpose and intent of this Agreement.

(f) Notwithstanding anything to the contrary contained herein, no Grantor shall be required to (y) take any action in any jurisdiction (other than the United States of America, any state thereof and the District of Columbia) to perfect any security interest in any Collateral (including Equity Interests of Foreign Subsidiaries) or (z) perfect the security interest in the following other than by the filing of a UCC financing statement in such Debtor's jurisdiction of organization: (1) Fixtures, except to the extent that the same are Equipment or are related to real property covered or intended by the Loan Documents to be covered by a Mortgage, (2) Goods other than Inventory or Equipment and (3) goods included in Collateral received by any Person from any Grantor for "sale or return" within the meaning of Section 2-326 of the Uniform Commercial Code of the applicable jurisdiction, to the extent of claims of creditors of such Person (clauses (y) and (z), collectively, the "Perfection Exceptions").

Section 6.03 Maintenance of Records. Such Grantor will keep and maintain at its own cost and expense proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied are made of all financial transactions and matters involving the assets and business of such Grantor in accordance with Section 6.09 of the Credit Agreement, including satisfactory and complete records of the Collateral and a record of all payments received and all credits granted with respect to the Accounts, in accordance with GAAP. For the Administrative Agent's and the other Secured Parties' further security, the Administrative Agent, for the ratable benefit of the Secured Parties, shall have a security interest in all of such Grantor's books and records pertaining to the Collateral, and such Grantor shall make available any such books and records to the Administrative Agent or to its representatives during normal business hours in accordance with Section 6.10 of the Credit

13

Agreement and shall provide such clerical and other assistance as may be reasonably requested with regard thereto.

Section 6.04 Right of Inspection. The Administrative Agent and the other Secured Parties and their respective representatives and independent contractors shall upon reasonable prior notice, have access at reasonable times during normal business hours to all the books, correspondence and records of such Grantor, and the Administrative Agent and the other Secured Parties and their respective representatives may examine the same, take extracts therefrom, make photocopies thereof, and shall, upon reasonable prior notice, also have the right to enter into and upon any premises where any of the Collateral (including Inventory or Equipment) is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein, in each case, in accordance with and subject to the limitations contained in Sections 6.10 of the Credit Agreement, and such Grantor agrees to render to the Administrative Agent and the other Secured Parties and their respective representatives, at such Grantor's sole cost and expense, such clerical and other assistance as may be reasonably requested with regard to any of the foregoing.

Section 6.05 Further Identification of Collateral. Such Grantor will furnish to the Administrative Agent and the Secured Parties from time to time, at such Grantor's sole cost and expense, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

Section 6.06 Changes in Locations, Name, etc. Such Grantor recognizes that financing statements pertaining to the Collateral have been or may be filed where such Grantor maintains any Collateral or is organized. Without limitation of any other covenant herein, such Grantor will not cause or permit any change (i) to be made to such Grantor's name, identity or corporate, limited liability company or limited partnership structure; or (ii) to the identity of any warehouseman, common carrier, other third party transporter, bailee or any agent or processor in possession or control of any Collateral or (iii) to the location of such Grantor's chief executive office or such Grantor's jurisdiction of organization, unless such Grantor shall have first (A) notified the Administrative Agent of such change at least thirty (30) days prior to the effective date of such change (or such shorter time period agreed to in writing by the Administrative Agent), and (B) taken all action reasonably requested by the Administrative Agent or any other Secured Party for the purpose of maintaining the perfection and priority of the Administrative Agent's security interests under this Agreement. In any notice furnished pursuant to this Section 6.06, such Grantor will expressly state in a conspicuous manner that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purposes of continuing perfection of the Administrative Agent's security interest in the Collateral.

Section 6.07 Limitations on Dispositions of Collateral. The Administrative Agent and the other Secured Parties do not authorize, and such Grantor agrees not to sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except to the extent permitted by the Credit Agreement.

Section 6.08 Pledged Securities.

(a) If such Grantor owns, holds or shall receive any stock certificate or other instrument (including, without limitation, any certificate or instrument representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate or instrument issued in connection with any reorganization), option or rights in respect of the Equity Interests of any Issuer or shall acquire any additional certificated Equity Interests of any Issuer other than Equity Interests that constitute Excluded Assets, whether in addition to, in substitution of, as a conversion

14

of, or in exchange for, any shares (or such other interests) of the Pledged Securities, or otherwise in respect thereof, such Grantor shall (i) accept the same as the agent of the Administrative Agent and the other Secured Parties, hold the same in trust for the Administrative Agent and the other Secured Parties and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power or other equivalent instrument of transfer reasonably acceptable to the Administrative Agent covering such certificate or instrument duly executed in blank by such Grantor, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations, and (ii) deliver a supplement (in form and substance reasonably satisfactory to the Administrative Agent) to this Agreement updating the Pledged Securities described on Schedule 2 hereto and (iii) take all such further actions as may be reasonably requested by the Administrative Agent, as to permit the Administrative Agent to be a "protected purchaser" to the extent of its security interest as provided in Section 8-303 of the UCC (if the Administrative Agent otherwise qualifies as a protected purchaser).

(b) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged

Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 6.08(a) with respect to the Pledged Securities issued by it and (iii) the terms of Section 7.01(c) and Section 7.05 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 7.01(c) or Section 7.05 with respect to the Pledged Securities issued by it. In the case of any Issuer that is not a Grantor hereunder, such Grantor shall promptly cause such Issuer to execute and deliver to the Administrative Agent an Acknowledgment and Consent in substantially the form of Annex II.

(c) Such Grantor shall furnish to the Administrative Agent such stock powers and other equivalent instruments of transfer as may be required by the Administrative Agent to assure the transferability of and the perfection of the security interest in the Pledged Securities when and as often as may be reasonably requested by the Administrative Agent.

(d) The Pledged Securities will at all times constitute not less than 100% of the Equity Interests of the Issuer thereof owned by any Grantor (except (i) in the case of any Subsidiary which is a first-tier CFC, in which case, the Pledged Securities will at all times constitute (A) not less than 65% of the total voting power of all outstanding Voting Stock of such Subsidiary and (B) 100% of the first-tier CFC's Equity Interests not constituting Voting Stock or (ii) such Equity Interests otherwise constitute an Excluded Asset).

Section 6.09 Instruments and Tangible Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Tangible Chattel Paper, such Instrument or Tangible Chattel Paper shall be delivered promptly to the Administrative Agent, duly endorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement (provided that such Grantor shall not be required to deliver such Instrument or Tangible Chattel Paper to the Administrative Agent the extent the original principal amount thereof is equal to or less than \$1,000,000).

Section 6.10 Limitations on Modifications, Waivers, Extensions of Agreements Giving Rise to Accounts. Such Grantor will not (a) amend, modify, terminate or waive any provision of any Chattel Paper, Instrument or any agreement giving rise to an Account or Payment Intangible in each case constituting Collateral, or (b) fail to exercise promptly and diligently each and every material right which it may have under any Chattel Paper, Instrument and each agreement giving rise to an Account or Payment Intangible (other than any right of termination), except in the case of (a) or

15

(b) where such action or the failure to do so, as the case may be, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 6.11 Patents, Trademarks, Copyrights.

(a) Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of negligible economic value to it, (i) continue to use each Trademark to the extent necessary in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated;

(b) Such Grantor will not, except within respect to any Patent that such Grantor shall reasonably determine is of negligible economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated;

(c) Such Grantor (either itself or through its licensees) will, consistent with past practice, for each work covered by a Copyright that is material to the conduct of such Grantor's business, continue to mark such work with appropriate copyright notices as necessary and sufficient to establish and preserve its rights under applicable copyright laws;

(d) Such Grantor will notify the Administrative Agent promptly if it knows, or has reason to know, that any application or registration relating to any material Patent, Trademark, or Copyright may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office, or any court or tribunal in any country) regarding such Grantor's ownership of any such Patent, Trademark, or Copyright or its right to register the same or to keep and maintain the same;

(e) Whenever a Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any material Patent, Trademark, or Copyright with the United States Patent and Trademark Office or the United States Copyright Office other than United States intent-to-use trademark applications that constitute Excluded Assets, such Grantor shall report such filing to the Administrative Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the other Secured Parties' security interest in any such Patent, Trademark, or Copyright and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes the Administrative Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the security interest of such Grantor is released in accordance with Section 10.16 hereof;

(f) Such Grantor will take all reasonable and necessary steps, including in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office to maintain and pursue each application (and to obtain the relevant registration) and to maintain each

16

registration of the Patents, Trademarks, and Copyrights that are material to the business of such Grantor, including filing of applications for renewal, affidavits of use and affidavits of incontestability; and

(g) In the event that any material Patent, Trademark, or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party shall, unless such Grantor shall reasonably determine that such Patent, Trademark, or Copyright is of negligible economic value to such Grantor which determination such Grantor shall promptly report to the Administrative Agent, such Grantor shall promptly notify the Administrative Agent after it learns thereof and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark, or Copyright.

Section 6.12 Commercial Tort Claims. If such Grantor shall at any time hold or acquire a Commercial Tort Claim that satisfies the requirements of the following sentence, such Grantor shall, within thirty (30) days after such Commercial Tort Claim satisfies such requirements, notify the Administrative Agent and the other Secured Parties in a writing signed by such Grantor containing a brief description thereof, and granting to the Administrative Agent in such writing (for the ratable benefit of the Secured Parties) a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent. The provisions of the preceding sentence shall apply only to a Commercial Tort Claim that satisfies the following requirements: (a) the monetary value claimed by or payable to the relevant Grantor in connection with such Commercial Tort Claim shall exceed \$1,000,000, and (b) either (i) such Grantor shall have filed a lawsuit or counterclaim or otherwise commenced legal proceedings (including arbitration proceedings) against the Person against whom such Commercial Tort Claim is made, or (ii) such Grantor and the Person against whom such Commercial Tort Claim is asserted shall have entered into a settlement agreement with respect to such Commercial Tort Claim. In addition, to the extent that the existence of any Commercial Tort Claim held or acquired by any Grantor is disclosed by such Grantor in any public filing with the Securities Exchange Commission or any successor thereto or analogous Governmental Authority, or to the extent that the existence of any such Commercial Tort Claim is disclosed in any press release issued by any Grantor, then, upon the request of the Administrative Agent, the relevant Grantor shall, within thirty (30) days after such request is made, transmit to the Administrative Agent and the other Secured Parties a writing signed by such Grantor containing a brief description of such Commercial Tort Claim and granting to the Administrative Agent in such writing (for the benefit of the Secured Parties) a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative

ARTICLE VII
Remedial Provisions

Section 7.01 Pledged Securities.

(a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 7.01(b), each Grantor shall be permitted to receive all cash dividends or distributions paid in respect of the Pledged Securities, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate or other entity rights with respect to the Pledged Securities. Any sums paid upon or in respect of any Pledged Securities upon the liquidation or dissolution of any Issuer, any non-cash distribution of capital made on or in respect of any Pledged Securities or any property distributed upon or with respect to any Pledged Securities pursuant to the

17

recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent or except as otherwise permitted by the Credit Agreement, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sum of money or property so paid or distributed in respect of any Pledged Securities shall be received by such Grantor, such Grantor shall hold such money or property in trust for the Administrative Agent for the benefit of the Secured Parties, segregated from other funds of such Grantor, as additional security for the Obligations.

(b) If an Event of Default shall occur and be continuing, then at any time in the Administrative Agent's discretion without notice, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments, Property or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in accordance with Section 8.03 of the Credit Agreement, and (ii) any or all of the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (A) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders (or other equivalent body) of the relevant Issuer or Issuers or otherwise and (B) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Pledged Securities upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the organizational structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder (and each Issuer party hereto hereby agrees) to (i) comply with any instruction received by it from the Administrative Agent in writing that (A) states that an Event of Default has occurred and is continuing and (B) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Administrative Agent.

(d) After the occurrence and during the continuation of an Event of Default, if the Issuer of any Pledged Securities is the subject of bankruptcy, insolvency, receivership, custodianship or other proceedings under the supervision of any Governmental Authority, then all rights of any Grantor in respect thereof to exercise the voting and other consensual rights which such Grantor would otherwise be entitled to exercise with respect to the Pledged Securities issued by such Issuer shall cease, and all such rights shall thereupon become vested in the Administrative Agent who shall thereupon have the sole right to exercise such voting and other consensual rights, but the Administrative Agent shall have no duty to exercise any such voting or other consensual rights and shall not be responsible for any failure to do so or delay in so doing.

(e) Each Grantor hereby authorizes each Issuer (and shall instruct each Issuer by separate instrument) to comply with any request received by it from the Administrative Agent in writing that states that an Event of Default has occurred and is continuing and that seeks to exercise or enforce any of the rights granted to the Administrative Agent pursuant to Section 7.01(b), (c), or (d) or Section

18

3.02. Each Grantor agrees that the foregoing authorization and instruction shall be sufficient to authorize the Administrative Agent's exercise or enforcement of such rights, and that such Issuer shall not be required to investigate the accuracy of any request made by the Administrative Agent pursuant to this Section 7.01(e).

Section 7.02 Collections on Accounts, Etc. The Administrative Agent hereby authorizes each Grantor to collect upon the Accounts, Instruments, Chattel Paper and Payment Intangibles constituting Collateral; provided that, the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify the Account Debtors that the applicable Accounts, Chattel Paper and Payment Intangibles have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent. The Administrative Agent may, upon the occurrence and during the continuance of an Event of Default, in its own name or in the name of others, communicate with the Account Debtors to verify with them to its satisfaction the existence, amount and terms of any Accounts, Chattel Paper or Payment Intangibles.

Section 7.03 Proceeds. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, Instruments, Chattel Paper and Payment Intangibles, when collected or received by any Grantor, and any other cash or non-cash Proceeds received by any Grantor upon the sale or other disposition of any Collateral, shall be forthwith (and, in any event, within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a special collateral account maintained by the Administrative Agent, subject to withdrawal by the Administrative Agent for the ratable benefit of the Secured Parties only, as hereinafter provided, and, until so turned over, shall be held by such Grantor in trust for the Administrative Agent for the ratable benefit of the Secured Parties, segregated from other funds of any such Grantor. Each deposit of any such Proceeds shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit. All Proceeds (including Proceeds constituting collections of Accounts, Chattel Paper or Instruments) while held by the Administrative Agent (or by any Grantor in trust for the Administrative Agent for the ratable benefit of the Secured Parties) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied as hereinafter provided. At such intervals as may be agreed upon by such Grantor and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent shall apply all or any part of the funds on deposit in said special collateral account on account of the Obligations in such order as the Administrative Agent may elect, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to such Grantor or to whomsoever may be lawfully entitled to receive the same.

Section 7.04 UCC and Other Remedies.

(a) If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Secured Parties, may exercise in its discretion, in addition to all other rights, remedies, powers and privileges granted to them in this Agreement, the other Loan Documents, any Secured Hedge Agreement, any Secured Cash Management Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights, remedies, powers and privileges of a secured party under the UCC (whether the UCC is in effect in the jurisdiction where such rights, remedies, powers or privileges are asserted) or any other applicable law or otherwise available at law or equity. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any

19

notice required by law) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent permitted by applicable law), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any other Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. If an Event of Default shall occur and be continuing, each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. Any such sale or transfer by the Administrative Agent either to itself or to any other Person shall be absolutely free from any claim of right by any Grantor, including any equity or right of redemption, stay or appraisal which any Grantor has or may have under any rule of law, regulation or statute now existing or hereafter adopted. Upon any such sale or transfer, the Administrative Agent shall have the right to deliver, assign and transfer to the purchaser or transferee thereof the Collateral so sold or transferred. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 7.04, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the other Secured Parties hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 8.03 of the Credit Agreement, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including Section 9-615 of the UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any other Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

(b) In the event that the Administrative Agent elects not to sell the Collateral, the Administrative Agent retains its rights to dispose of or utilize the Collateral or any part thereof in any manner authorized or permitted by law or in equity, and to apply the proceeds of the same towards payment of the Obligations. Each and every method of disposition of the Collateral described in this Agreement shall constitute a commercially reasonable disposition to the extent permitted by applicable law. The Administrative Agent may appoint any Person as agent to perform any act or acts necessary or incident to any sale or transfer of the Collateral.

Section 7.05 Standards of Exercising Rights and Remedies To the extent that Laws impose duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees, to the extent permitted by applicable law, that it is not commercially unreasonable for the Administrative Agent: (a) to fail to incur expenses reasonably deemed significant by the Administrative Agent to prepare Collateral for disposition; (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain third party consents for the collection or disposition of Collateral to be collected or disposed of; (c) to fail to remove Liens or encumbrances on or any adverse claims against Collateral; (d) to exercise collection remedies directly or through the use of collection agencies and other collection specialists; (e) to contact other Persons, whether or not in the same business as such Grantor, for

20

expressions of interest in acquiring all or any portion of the Collateral; (f) to disclaim disposition warranties; (g) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranty return from the collection or disposition of Collateral or (h) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 7.05 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would fulfill the Administrative Agent's duties under the UCC or other law or any other relevant jurisdiction in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 7.05. Without limitation upon the foregoing, nothing contained in this Section 7.05 shall be construed to grant any rights to each Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Agreement or by any Law in the absence of this Section 7.05.

Section 7.06 Private Sales of Pledged Securities.

(a) Each Grantor acknowledges and agrees that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Securities, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that, to the extent permitted by applicable law, any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Securities for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so. Each Grantor agrees to use commercially reasonable efforts to do or cause to be done all such other acts as may reasonably be necessary to make such sale or sales of all or any portion of the Pledged Securities pursuant to this Section 7.06 valid and binding and in compliance with any and all other applicable Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 7.06 will cause irreparable injury to the Administrative Agent and the other Secured Parties, that the Administrative Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 7.06 shall, to the extent permitted by applicable law, be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants. The Administrative Agent may appoint any Person as its agent to perform any act or acts necessary or incident to any sale or transfer of the Collateral.

Section 7.07 Waiver: Deficiency. To the extent permitted by applicable law, each Grantor waives, and agrees not to assert, all claims, damages and demands it may acquire against the Administrative Agent or any Secured Party arising out of the exercise by any of them of any rights hereunder, except to the extent arising solely from the gross negligence or willful misconduct of the Administrative Agent. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any other Secured Party to collect such deficiency.

21

Section 7.08 Non-Judicial Enforcement. The Administrative Agent may enforce its rights hereunder without prior judicial process or judicial hearing, and to the extent permitted by law, each Grantor expressly waives any and all legal rights which might otherwise require the Administrative Agent to enforce its rights by judicial process.

ARTICLE VIII The Administrative Agent

Section 8.01 Administrative Agent's Appointment as Attorney-in-Fact, Etc.

(a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all reasonably appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) unless being disputed under Section 5.12 of the Credit Agreement, pay or discharge Taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(ii) execute, in connection with any sale provided for in Section 7.04 or Section 7.06, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(iii) (A) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) in the name of such Grantor or its own name, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible, Chattel Paper or Payment Intangible or with respect to any other Collateral, and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Account, Instrument or General Intangible or with respect to any other Collateral whenever payable; (C) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (D) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (E) receive, change the address for delivery, open and dispose of mail addressed to any Grantor, and to execute, assign and indorse negotiable and other instruments for the payment of money, documents of title or other evidences of payment, shipment or storage for any form of Collateral on behalf of and in the name of any Grantor; (F) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (G) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (H) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (I) assign any Patent, Trademark, or Copyright (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions,

22

and in such manner, as the Administrative Agent shall in its sole discretion determine; and (J) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein within the applicable grace periods, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 8.01, together with interest thereon at the post-default rate specified in Section 2.07(b) of the Credit Agreement from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue and in compliance hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Anything in Section 8.01(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in Section 8.01(a) unless an Event of Default shall have occurred and be continuing.

Section 8.02 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account and shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which comparable secured parties accord comparable collateral. Neither the Administrative Agent, any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the other Secured Parties hereunder are solely to protect the Administrative Agent's and the other Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any other Secured Party to exercise any such powers. The Administrative Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct. To the fullest extent permitted by applicable law, the Administrative Agent shall be under no duty whatsoever to make or give any presentment, notice of dishonor, protest, demand for performance, notice of non-performance, notice of intent to accelerate, notice of acceleration, or other notice or demand in connection with any Collateral or the Obligations, or to take any steps necessary to preserve any rights against any Grantor or other Person or ascertaining or taking action with

23

respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not it has or is deemed to have knowledge of such matters. Each Grantor, to the extent permitted by applicable law, waives any right of marshaling in respect of any and all Collateral, and waives any right to require the Administrative Agent or any other Secured Party to proceed against any Grantor or other Person, exhaust any Collateral or enforce any other remedy which the Administrative Agent or any other Secured Party now has or may hereafter have against each Grantor or other Person.

Section 8.03 Financing Statements. Pursuant to the UCC and any other applicable law, each Grantor irrevocably authorizes the Administrative Agent, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. Additionally, each Grantor authorizes the Administrative Agent, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as "all assets of the Debtor", "all personal property of the Debtor", in each case "whether now owned or hereafter acquired or arising" or words of similar effect.

Section 8.04 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

ARTICLE IX Subordination of Indebtedness

Section 9.01 Subordination of All Grantor Claims. As used herein, the term "Grantor Claims" shall mean all debts and obligations of the Borrower or any other Grantor, on the one hand, to any other Grantor on the other hand, whether such debts and obligations now exist or are hereafter incurred or arise, or whether the obligation of the debtor thereon be direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or

obligations be evidenced by note, contract, open account, or otherwise, and irrespective of the Person or Persons in whose favor such debts or obligations may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired. After and during the continuation of an Event of Default, no Grantor shall receive or collect, directly or indirectly, from any obligor in respect thereof any amount upon the Grantor Claims.

Section 9.02 Claims in Bankruptcy. In the event of receivership, bankruptcy, reorganization, arrangement, debtor's relief or other insolvency proceedings involving any Grantor, the Administrative Agent on behalf of the Secured Parties shall have the right to prove their claim in any proceeding, so as to establish their rights hereunder and receive directly from the receiver, trustee or other court custodian, dividends and payments which would otherwise be payable upon Grantor Claims. Each Grantor hereby assigns such dividends and payments to the Administrative Agent for the benefit of the Secured Parties for application against the Obligations as provided under Section 8.03 of the Credit Agreement. Should the Administrative Agent or any other Secured Party receive, for application upon

24

the Obligations, any such dividend or payment which is otherwise payable to any Grantor, and which, as between such Grantors, shall constitute a credit upon the Grantor Claims, then upon payment in full of the Obligations, the intended recipient shall become subrogated to the rights of the Administrative Agent and the other Secured Parties to the extent that such payments to the Administrative Agent and the other Secured Parties on the Grantor Claims have contributed toward the liquidation of the Obligations, and such subrogation shall be with respect to that proportion of the Obligations which would have been unpaid if the Administrative Agent and the other Secured Parties had not received dividends or payments upon the Grantor Claims.

Section 9.03 Payments Held in Trust. In the event that, notwithstanding Section 9.01 and Section 9.02, any Grantor should receive any funds, payments, claims or distributions which are prohibited by such Sections, then it agrees: (a) to hold in trust for the Administrative Agent and the other Secured Parties an amount equal to the amount of all funds, payments, claims or distributions so received, and (b) that it shall have absolutely no dominion over the amount of such funds, payments, claims or distributions except to pay them promptly to the Administrative Agent, for the benefit of the Secured Parties; and each Grantor covenants promptly to pay the same to the Administrative Agent.

Section 9.04 Liens Subordinate. Each Grantor agrees that, until the Credit Agreement Termination, any Liens securing payment of the Grantor Claims shall be and remain inferior and subordinate to any Liens securing payment of the Obligations, regardless of whether such encumbrances in favor of such Grantor, the Administrative Agent or any other Secured Party presently exist or are hereafter created or attach. Without the prior written consent of the Administrative Agent, upon the occurrence and during the continuation of an Event of Default, no Grantor, during the period in which any of the Obligations are outstanding or any Commitments are in effect, shall (a) exercise or enforce any creditor's right it may have against any debtor in respect of the Grantor Claims, or (b) foreclose, repossess, sequester or otherwise take steps or institute any action or proceeding (judicial or otherwise, including the commencement of or joinder in any liquidation, bankruptcy, rearrangement, debtor's relief or insolvency proceeding) to enforce any Lien held by it.

Section 9.05 Notation of Records. Upon the request of the Administrative Agent, all promissory notes and all accounts receivable ledgers or other evidence of the Grantor Claims accepted by or held by any Grantor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under the terms of this Agreement.

ARTICLE X Miscellaneous

Section 10.01 Waiver. No failure on the part of the Administrative Agent or any other Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, remedy, power or privilege, under this Agreement or any of the other Loan Documents preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. The exercise by the Administrative Agent of any one or more of the rights, powers and remedies herein shall not be construed as a waiver of any other rights, powers and remedies, including any rights of set-off.

Section 10.02 Notices. All notices and other communications provided for herein shall be given in the manner and subject to the terms of Section 10.02 of the Credit Agreement;

25

provided that any such notice, request or demand to or upon any Grantor shall be addressed to any such Grantor at its notice address set forth on Schedule 1.

Section 10.03 Payment of Expenses, Indemnities, Etc.

(a) Each Grantor agrees to pay or promptly reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates in connection with the preservation and perfection of the Lien of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.04 of the Credit Agreement.

(b) Each Grantor agrees to pay or promptly reimburse the Administrative Agent and each other Secured Party to the extent the Borrower would be required to do so pursuant to Section 10.04 of the Credit Agreement, for all out-of-pocket expenses (including all costs and expenses of holding, preparing for sale and selling, collecting or otherwise realizing upon the Collateral and all attorneys' fees, legal expenses and court costs incurred by any Secured Party in connection with (i) the exercise of its respective rights and remedies hereunder against such Grantor or the Collateral, including any out-of-pocket expenses that may be incurred in any effort to enforce any of the provisions of this Agreement or any obligation of any Grantor in respect of the Collateral, (ii) any actual or attempted sale, lease, disposition, exchange, collection, compromise, settlement or other realization in respect of, or care of, the Collateral, including all such costs and expenses incurred in any bankruptcy, reorganization, workout or other similar proceeding, or (iii) collecting against such Guarantor under the Guaranty or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Grantor is a party.

(c) Each Grantor agrees to pay, and to save the Administrative Agent and the other Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including court costs and attorneys' fees, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement) incurred because of, incident to, or with respect to, the Collateral (including any exercise of rights or remedies in connection therewith) or the execution, delivery, enforcement, performance and administration of this Agreement, to the extent the Borrower would be required to do so pursuant to Section 10.04 of the Credit Agreement. All amounts for which any Grantor is liable pursuant to this Section 10.03 shall be due and payable by such Grantor to the Secured Parties upon demand.

Section 10.04 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.01 of the Credit Agreement.

Section 10.05 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the other Secured Parties and their successors and assigns; provided, that except as permitted by the Credit Agreement, no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent and the Lenders, and any such purported assignment, transfer or delegation shall be null and void.

Section 10.06 Third Party Beneficiaries. Each Grantor acknowledges that each Secured Party is an express third party beneficiary of this Agreement, and that this Agreement shall be and inure for the benefit of each Secured Party, and its respective permitted successors and assigns. In furtherance of, and not in limitation of, the preceding sentence, provisions herein that provide the

Administrative Agent with rights and remedies shall not be deemed to exclude any other applicable Secured Parties from exercising such rights and remedies in the event that the Administrative Agent fails to exercise such rights and remedies.

Section 10.07 Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any of the Loan Documents to which a Grantor is a party shall, for any reason, be held invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.08 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.09 Survival. The obligations of the parties under Section 10.03 shall survive the repayment of the Loans and the termination of the Letters of Credit, Secured Hedge Agreements, Secured Cash Management Agreements, Credit Agreement, and aggregate Committed Amounts. To the extent that any payments on the Obligations or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, the Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the other Secured Parties' Liens, security interests, rights, powers and remedies under this Agreement and each Collateral Document shall continue in full force and effect. In such event, each Collateral Document shall be automatically reinstated and each Grantor shall take such action as may be reasonably requested by the Administrative Agent and the other Secured Parties to effect such reinstatement.

Section 10.10 Captions. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 10.11 No Oral Agreements. The Loan Documents embody the entire agreement and understanding between the parties and supersede all other agreements and understandings between such parties relating to the subject matter hereof and thereof. The Loan Documents represent the final agreements among the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements among the parties.

Section 10.12 Governing Law; Submission to Jurisdiction.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE LOAN DOCUMENTS SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY,

GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. THIS SUBMISSION TO JURISDICTION IS NON-EXCLUSIVE AND DOES NOT PRECLUDE A PARTY FROM OBTAINING JURISDICTION OVER ANOTHER PARTY IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO IT AT THE ADDRESS SPECIFIED IN SECTION 10.02 OR SUCH OTHER ADDRESS AS IS SPECIFIED PURSUANT TO SECTION 10.02 (OR ITS ASSIGNMENT AND ASSUMPTION), SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH COPIES ARE DEPOSITED IN THE MAIL. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY OR ANY HOLDER OF A NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANOTHER PARTY IN ANY OTHER JURISDICTION.

(d) EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 10.12.

Section 10.13 Acknowledgments.

(a) Each Grantor hereby agrees and acknowledges that:

(i) each Lender and its respective Affiliates (collectively, solely for purposes of this Section 10.13, the "Lenders") may have economic interests that conflict with those of the Grantor;

(ii) the transactions with the Lenders contemplated by the Loan Documents, the Secured Hedge Agreements and the Secured Cash Management Agreements are arm's-length commercial transactions between the Lenders, on the one hand, and the applicable Grantors, on the other;

(iii) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(iv) nothing in any Loan Document, any Secured Hedge Agreement or any Secured Cash Management Agreement will be deemed to create an advisory, fiduciary or agency relationship between the Lenders and the Grantors, their partners or their Affiliates;

(v) in connection with the transactions contemplated by the Loan Documents and with the process leading to such transactions each Lender is acting solely as a principal and not the agent or fiduciary of any Borrower Party, or of any Borrower Party's management, partners, creditors or other Affiliates;

(vi) no Lender has assumed a fiduciary responsibility in favor of any Grantor with respect to the transactions with Lenders contemplated by the Loan Documents, any Secured Hedge Agreement or any Secured Cash Management Agreement or the process leading thereto (irrespective of whether any Lender or any of its Affiliates has advised or is currently advising any Borrower Party on other matters);

(vii) such Person has consulted its own legal and financial advisors to the extent it deemed appropriate;

(viii) it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto; and

(ix) it will not claim that any Lender owes a fiduciary duty to such Person in connection with the Loan Documents, any Secured Hedge Agreement or any Secured Cash Management Agreement or the process leading thereto.

(b) EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

(c) Each Grantor warrants and agrees that each of the waivers and consents set forth in this Agreement are made voluntarily and unconditionally after consultation with outside legal counsel and with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which such Grantor otherwise may have against the Borrower, any other Grantor, the Secured Parties or any other Person or against any collateral. If, notwithstanding the intent of the parties that the terms of this

29

Agreement shall control in any and all circumstances, any such waivers or consents are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.

Section 10.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 6.12 of the Credit Agreement and is not a signatory hereto shall become a Guarantor (and therefore a Grantor) for all purposes of this Agreement upon execution and delivery by such Subsidiary of a Joinder Agreement in the form of Annex I hereto.

Section 10.15 Set-Off. Each Grantor agrees that, in addition to (and without limitation of) any right of set-off, bankers' lien or counterclaim a Secured Party may otherwise have, each Secured Party shall have the right and be entitled upon the occurrence and during the continuation of an Event of Default (after consultation with the Administrative Agent), at its option, to offset (a) balances held by it or by any of its Affiliates for account of any Grantor or any Subsidiary at any of its offices, in dollars or in any other currency, and (b) other obligations at any time owing by such Secured Party in connection with any Obligations to or for the credit or account of any Grantor or any Subsidiary, against any principal of or interest on any of such Secured Party's Loans, or any other amount due and payable to such Secured Party hereunder, which is not paid when due (regardless of whether such balances are then due to such Person), in which case it shall promptly notify the Borrower and the Administrative Agent thereof, provided that such Secured Party's failure to give such notice shall not affect the validity thereof.

Section 10.16 Releases.

(a) Release Upon Payment in Full. Subject to Section 10.09, paragraphs (b) and (c) of this Section 10.16 and Section 10.17, the grant of a security interest hereunder and all other obligations of the Grantors hereunder and all of rights, powers and remedies in connection herewith shall remain in full force and effect until the Administrative Agent has executed a written release or termination statement. Upon the Credit Agreement Termination, the Administrative Agent, at the written request and expense of the Borrower, will promptly execute a written release or termination statement and release, reassign and transfer the Collateral to the Grantors and declare this Agreement to be of no further force or effect.

(b) Further Assurances. If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor (other than any sale, transfer or disposition to another Grantor) in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall promptly (but in any event within ten (10) Business Days of receipt by the Administrative Agent of a written notice from a Borrower Party with respect to such disposition) execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, any Grantor (other than the Borrower) shall be released from its obligations hereunder in the event that all the Equity Interests of such Grantor shall be sold, transferred or otherwise disposed of (other than to another Grantor) in a transaction permitted by the Credit Agreement or such Grantor is designated as an Unrestricted Subsidiary in accordance with the Credit Agreement; provided, that in the case of a disposition of Equity Interests, the Borrower shall have delivered to the Administrative Agent, at least ten (10) Business Days prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

(c) Retention in Satisfaction. Except as may be expressly applicable pursuant to Section 9-620 of the UCC, no action taken or omission to act by the Administrative Agent or the other

30

Secured Parties hereunder, including any exercise of voting or consensual rights or any other action taken or inaction, shall be deemed to constitute a retention of the Collateral in satisfaction of the Obligations or otherwise to be in full satisfaction of the Obligations, and the Obligations shall remain in full force and effect, until the Administrative Agent and the other Secured Parties shall have applied payments (including collections from Collateral) towards the Obligations in the full amount then outstanding or until such subsequent time as is provided in Section 10.16(a).

Section 10.17 Reinstatement; Fraudulent Transfers.

(a) The obligations of each Grantor under this Agreement (including with respect to the Guaranty and the provision of Collateral herein) shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded, is declared to be fraudulent or preferential or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Grantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Grantor or any substantial part of its property, or otherwise, all as though such payments had not been made. In such event, each Collateral Document shall be automatically reinstated and each Grantor shall take such actions as may be reasonably requested by the Administrative Agent or any other Secured Party to effect such reinstatement.

(b) Each Grantor, and by its acceptance of this Agreement and the rights hereunder or benefits hereof, the Administrative Agent and each other Secured Party, hereby agrees and confirms that (i) it is the intention of all such Persons that this Agreement and the obligations of each Guarantor under the Guaranty and the Loan Documents not constitute a fraudulent transfer or conveyance for purposes of any Bankruptcy Proceeding (as defined below), the Uniform Fraudulent Conveyance Act (as adopted by any applicable state), the Uniform Fraudulent Transfer Act (as adopted by any applicable state) or any similar Law to the extent applicable to this Agreement and the obligations of each Guarantor under the Guaranty and the Loan Documents and (ii) the aggregate liability of the Guarantor under the Guaranty and the Loan Documents and under the other Loan Documents at any time (but after giving effect to the right of contribution described in Section 4.02) shall not exceed the maximum amount (as to each Grantor, its "Maximum Liability"), (A) that will result in the aggregate obligations of each Grantor under the Guaranty and the Loan Documents not constituting a fraudulent transfer or conveyance under any Bankruptcy Proceeding or any of the other aforementioned acts and laws or (B) which can be secured by each Grantor under any other applicable Law relating to the insolvency of debtors. For purposes hereof, "Bankruptcy Proceeding" with respect to any Person, means (i) any proceeding that shall be instituted or consented to by such Person seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, (ii) any such proceeding shall have been instituted against such Person and either such proceeding shall not be stayed or dismissed for sixty (60) consecutive days or any of the actions referred to above sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property) shall occur, or (iii) any proceeding of the type referred to in the Bankruptcy Code, or any similar foreign, federal or state law for the relief of debtors.

(c) Each Grantor agrees to the extent permitted by applicable law that the Obligations may at any time and from time to time exceed the Maximum Liability of such Grantor hereunder without impairing the grant of a security interest in the Collateral hereunder or affecting the rights and remedies of each Grantor or any Secured Party hereunder.

31

Section 10.18 Acceptance. Each Grantor hereby expressly waives notice of acceptance of this Agreement, acceptance on the part of the Administrative Agent and the other Secured Parties being conclusively presumed by their request for this Agreement and delivery of the same to the Administrative Agent.

[Signature Pages Follow]

32

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

BORROWER AND GRANTOR:

ANTERO MIDSTREAM PARTNERS LP

By: _____

Name:
Title:

ANTERO RESOURCES MIDSTREAM OPERATING LLC

By: _____

Name:
Title:

Signature Page to
Guaranty and Collateral Agreement

Acknowledged and Agreed to as
of the date hereof by:

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____

Name:
Title:

Signature Page to
Guaranty and Collateral Agreement

**Schedule 1
Guaranty and Collateral Agreement**

NOTICE ADDRESSES

Grantor

Address

[]

[]

Schedule 1
Guaranty and Collateral Agreement

**Schedule 2
Guaranty and Collateral Agreement**

DESCRIPTION OF PLEDGED SECURITIES

<u>Issuer</u>	<u>Holder</u>	<u>Percent of Ownership</u>	<u>Certificate No.</u>	<u>Number of Shares</u>
[]	[]	[]	[]	[]

Schedule 2
Guaranty and Collateral Agreement

**Schedule 3
Guaranty and Collateral Agreement**

**FILINGS AND OTHER REQUIRED ACTIONS
TO PERFECT SECURITY INTEREST**

Filings

<u>Grantor</u>	<u>State ID#</u>	<u>Jurisdiction of Organization</u>	<u>Filing Type</u>	<u>Filing Jurisdiction</u>
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]

Other Required Actions
[]

Schedule 3
Guaranty and Collateral Agreement

**Schedule 4
Guaranty and Collateral Agreement**

LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION, ORGANIZATIONAL IDENTIFICATION NUMBER, TAXPAYER IDENTIFICATION NUMBER AND CHIEF EXECUTIVE OFFICE

<u>Grantor</u>	<u>State ID#</u>	<u>Taxpayer ID#</u>	<u>Jurisdiction of Organization</u>	<u>Location of Chief Executive Office</u>
[]	[]	[]	[]	[]

Schedule 4
Guaranty and Collateral Agreement

**Schedule 5
Guaranty and Collateral Agreement**

PRIOR NAMES AND PRIOR CHIEF EXECUTIVE OFFICES

<u>Grantor</u>	<u>Prior Names and Trade Names</u>	<u>Jurisdiction Used</u>
[]	[]	[]

Schedule 5
Guaranty and Collateral Agreement

**Schedule 6
Guaranty and Collateral Agreement**

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

<u>Owner</u>	<u>Patent Title</u>	<u>Application No.</u>	<u>Patent No.</u>

Schedule 6
Guaranty and Collateral Agreement

Guaranty and Collateral Agreement

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

Owner	Trademark	Application No.	Application Date	Reg. No.	Reg. Date

Schedule 7
Guaranty and Collateral Agreement

Schedule 8
Guaranty and Collateral Agreement

COPYRIGHTS AND COPYRIGHT LICENSES

Owner	Title	Copyright No.

Schedule 8
Guaranty and Collateral Agreement

Schedule 9
Guaranty and Collateral Agreement

DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS

Grantor	Type of Account	Account Number	Name & Address of Financial Institutions	Excluded Bank Account?
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]

Schedule 9
Guaranty and Collateral Agreement

Annex I

Joinder Agreement

JOINDER AGREEMENT, dated as of [], 20 [], made by [], a [] (the "Additional Grantor"), in favor of Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties as defined in the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, Antero Midstream Partners LP (the "Borrower"), the financial institutions from time to time party thereto (the "Lenders"), and the Administrative Agent, have entered into a Credit Agreement, dated as of [], 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of the Borrower's Subsidiaries have entered into the Guaranty and Collateral Agreement, dated as of [], 2014 (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guaranty and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Joinder Agreement in order to become a party to the Guaranty and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. **Guaranty and Collateral Agreement.** By executing and delivering this Joinder Agreement, the Additional Grantor, as provided in Section 10.14 of the Guaranty and Collateral Agreement, hereby becomes a party to the Guaranty and Collateral Agreement as a Grantor (and therefore a Guarantor) thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby (a) gives the Guaranty provided for therein, (b) expressly assumes all obligations and liabilities of a Grantor and Guarantor thereunder and (c) expressly grants to the Administrative Agent, as and to the extent set forth in the Guaranty and Collateral Agreement, for the ratable benefit of the Secured Parties, a security interest in all Collateral owned by such Additional Grantor to secure all of the Obligations. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules 1 through 9 to the Guaranty and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Article V of the Guaranty and Collateral Agreement is true and correct in all material respects (except that any such representations and warranties that are qualified by materiality shall be true and correct in all respects) on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date.

2. **Governing Law.** THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

3. Miscellaneous. This Joinder Agreement is a Loan Document executed in connection with the Credit Agreement. Delivery of an executed counterpart of a signature page of this Joinder Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name: _____
Title: _____

Annex I - 2
Guaranty and Collateral Agreement

Annex II

[Form of]

Issuer's Acknowledgment

The undersigned hereby (i) acknowledges receipt of a copy of that certain Guaranty and Collateral Agreement, dated as of [], 2014 (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement), made by Antero Midstream Partners LP (the "Borrower") and certain of the Borrower's Subsidiaries in favor of the Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties, (ii) agrees promptly to note on its books the security interests granted to the Administrative Agent and confirmed under the Guaranty and Collateral Agreement, (iii) agrees that it will comply with instructions of the Administrative Agent with respect to the applicable Pledged Securities (including all Equity Interests of the undersigned) without further consent by the applicable Grantor, (iv) agrees to notify the Administrative Agent upon obtaining knowledge of any interest in favor of any person in the applicable Pledged Securities that is adverse to the interest of the Administrative Agent therein and (v) waives any right or requirement at any time hereafter to receive a copy of the Guaranty and Collateral Agreement in connection with (a) the registration of any Pledged Securities thereunder in the name of the Administrative Agent or its nominee or (b) the exercise of voting rights by the Administrative Agent or its nominee.

[ISSUER]

By: _____
Name: _____
Title: _____

Annex II - 1
Guaranty and Collateral Agreement

EXHIBIT G-1

FORM OF U.S. TAX CERTIFICATE (FOR FOREIGN LENDERS THAT ARE NOT PARTNERSHIPS FOR U.S. FEDERAL INCOME TAX PURPOSES)

Reference is made to that certain Credit Agreement, dated as of March [], 2014 (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Antero Midstream Partners LP (the "Borrower"), the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer.

Pursuant to the provisions of Section 3.01 of the Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Date: _____, 20[]

Exhibit G-1

Form of U.S. Tax Certificate (For Foreign Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)

EXHIBIT G-2

FORM OF U.S. TAX CERTIFICATE (FOR FOREIGN PARTICIPANTS THAT ARE NOT PARTNERSHIPS FOR U.S. FEDERAL INCOME TAX PURPOSES)

Reference is made to that certain Credit Agreement, dated as of March [·], 2014 (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Antero Midstream Partners LP (the "Borrower"), the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer.

Pursuant to the provisions of Section 3.01 of the Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

Exhibit G-2

Form of U.S. Tax Certificate (For Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)

EXHIBIT G-3

FORM OF U.S. TAX CERTIFICATE (FOR FOREIGN PARTICIPANTS THAT ARE PARTNERSHIPS FOR U.S. FEDERAL INCOME TAX PURPOSES)

Reference is made to that certain Credit Agreement, dated as of March [·], 2014 (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Antero Midstream Partners LP (the "Borrower"), the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer.

Pursuant to the provisions of Section 3.01 of the Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

Exhibit G-3

Form of U.S. Tax Certificate (For Foreign Participants that are Partnerships for U.S. Federal Income Tax Purposes)

EXHIBIT G-4

FORM OF U.S. TAX CERTIFICATE (FOR FOREIGN LENDERS THAT ARE PARTNERSHIPS FOR U.S. FEDERAL INCOME TAX PURPOSES)

Reference is made to that certain Credit Agreement, dated as of March [·], 2014 (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Antero Midstream Partners LP (the "Borrower"), the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and L/C Issuer.

Pursuant to the provisions of Section 3.01 of the Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at

all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Date: _____, 20[]

Exhibit G-4
Form of U.S. Tax Certificate (For Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)

EXHIBIT H

FORM OF MORTGAGE

[Form of Mortgage follows this cover page.]

Exhibit G-4H
Form of Mortgage

EXHIBIT H

WHEN RECORDED OR FILED,
PLEASE RETURN TO:
Latham & Watkins LLP
811 Main Street
Suite 3700
Houston, Texas 77002
Attention: Dee Alaniz
Telephone: (713) 546-7448

(OH, WV)

Space above for County Recorder's Use

A CREDIT LINE DEED OF TRUST, OPEN-END MORTGAGE, MULTIPLE INDEBTEDNESS MORTGAGE, FIXTURE FILING, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

[],
AS TRUSTOR,

IN THE CASE OF THE DEED OF TRUST PROPERTY (AS HEREIN DEFINED) LOCATED IN A DEED OF TRUST STATE (AS HEREIN DEFINED),

TO

[],
AS TRUSTEE
FOR THE BENEFIT OF
WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,
AS BENEFICIARY

AND

IN THE CASE OF THE DEED OF TRUST PROPERTY (AS HEREIN DEFINED) LOCATED IN A MORTGAGE STATE (AS HEREIN DEFINED),

IN FAVOR OF

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,
AS BENEFICIARY

[], 201[]

West Virginia, Ohio

THIS CREDIT LINE DEED OF TRUST SECURES AN OBLIGATION THAT MAY INCREASE AND DECREASE FROM TIME TO TIME.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE TO TAKE THE DEED OF TRUST PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE TRUSTOR UNDER THIS

INSTRUMENT.

A CARBON, PHOTOGRAPHIC, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF THE DEED OF TRUST PROPERTY.

THIS INSTRUMENT COVERS PIPELINES, GATHERING, DELIVERY, TREATING AND PROCESSING FACILITIES, PLANTS AND SYSTEMS AND RIGHTS-OF-WAY, EASEMENTS, PERMITS, LICENSES AND LEASES PERTAINING THERETO AND IS AMONG OTHER THINGS, A MORTGAGE ON BOTH REAL AND PERSONAL PROPERTY, A COLLATERAL PLEDGE AND ASSIGNMENT OF RENTS AND LEASES, AND A SECURITY AGREEMENT AND FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE ON PERSONAL PROPERTY. THIS INSTRUMENT IS TO BE FILED FOR RECORD (INCLUDING AS A FIXTURE FILING AND AS A FINANCING STATEMENT COVERING GATHERING AND PIPELINE SYSTEMS, FIXTURES, OIL, GAS AND OTHER MINERALS), AMONG OTHER PLACES, IN THE REAL PROPERTY RECORDS OR SIMILAR RECORDS OF THE COUNTY RECORDERS OF THE COUNTIES LISTED ON EXHIBIT A HERETO. TRUSTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE/IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN SECTION 2.01 OF THIS INSTRUMENT. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS. THE ADDRESSES OF TRUSTOR AND BENEFICIARY ARE CONTAINED IN THIS INSTRUMENT.

THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF THE RECORDERS OF THE COUNTIES LISTED ON EXHIBIT A HERETO. THE TRUSTOR HAS AN INTEREST OF RECORD IN THE IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBIT ATTACHED HERETO.

TABLE OF CONTENTS

		<u>Page</u>
	ARTICLE I. Definitions	
Section 1.01	Terms Defined Above	1
Section 1.02	UCC and Other Defined Terms	2
Section 1.03	Definitions	2
	ARTICLE II. Grant of Lien and Obligations	
Section 2.01	Grant of Liens	3
Section 2.02	Grant of Security Interest	7
Section 2.03	Obligations	8
Section 2.04	Fixture Filing, Etc.	8
Section 2.05	Pro Rata Benefit	9
	ARTICLE III. Assignment of Rents, Leases and Production	
Section 3.01	Assignment	9
Section 3.02	No Modification of Payment Obligations	11
	ARTICLE IV. Representations, Warranties and Covenants	
Section 4.01	Title	11
Section 4.02	Perfected Liens; Defend Title; Further Assurances	11
Section 4.03	Further Assurances	12
Section 4.04	Power to Create Lien and Security	13
Section 4.05	Abandonment, Sales	13
Section 4.06	Further Identification of Collateral	13
Section 4.07	Failure to Perform	13
	ARTICLE V. Rights and Remedies	
Section 5.01	Event of Default	13
Section 5.02	Foreclosure and Sale	13
Section 5.03	Collections on Accounts, Etc.	16
Section 5.04	Proceeds	17
Section 5.05	Substitute Trustee, Beneficiary and Agents	17
Section 5.06	Judicial Foreclosure; Receivership	17
Section 5.07	Foreclosure for Installments	18
Section 5.08	Separate Sales	18
Section 5.09	Possession of Deed of Trust Property and Collateral	19
Section 5.10	Occupancy After Foreclosure	19
Section 5.11	Remedies Cumulative, Concurrent and Nonexclusive	19
Section 5.12	No Release of Obligations	20
Section 5.13	No Impairment of Security	20
Section 5.14	Release of and Resort to Collateral	20
Section 5.15	Sales Acknowledgment	20
Section 5.16	Waiver of Redemption, Notice and Marshalling of Assets, Etc.	21
Section 5.17	Discontinuance of Proceedings	21
Section 5.18	Application of Proceeds	21
Section 5.19	Resignation of Operator	22
Section 5.20	INDEMNITY	22
Section 5.21	Beneficiary Not "Beneficiary-In-Possession"	23

ARTICLE VI.
Trustee

Section 6.01	Duties, Rights, and Powers of Trustee	23
Section 6.02	Successor Trustee	23
Section 6.03	Retention of Moneys	24
Section 6.04	Beneficiary Attorney-In-Fact	24

ARTICLE VII.
Special Provisions

Section 7.01	Ohio	24
Section 7.02	West Virginia	25

ARTICLE VIII.
Miscellaneous

Section 8.01	Instrument Construed as Mortgage, Etc.	26
Section 8.02	Release of Deed of Trust	26
Section 8.03	Severability	26
Section 8.04	Partial Releases	27
Section 8.05	Successors and Assigns of Parties	27
Section 8.06	Satisfaction of Prior Encumbrance	27
Section 8.07	Subrogation of Trustee	27
Section 8.08	Nature of Covenants	27
Section 8.09	Notices	27
Section 8.10	Amendments	27
Section 8.11	Counterparts	28
Section 8.12	GOVERNING LAW	28
SECTION 8.13	EXCULPATION PROVISIONS	28
Section 8.14	Terms Generally; Rules of Construction	28

ii

Section 8.15	Recording	29
Section 8.16	Application of Payments to Certain Obligations	29
Section 8.17	Compliance with Usury Laws	29

Exhibit A	-	Deed of Trust Property	
-----------	---	------------------------	--

iii

A CREDIT LINE DEED OF TRUST, OPEN-END MORTGAGE, MULTIPLE INDEBTEDNESS MORTGAGE, FIXTURE FILING, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT

This CREDIT LINE DEED OF TRUST, OPEN-END MORTGAGE, MULTIPLE INDEBTEDNESS MORTGAGE, FIXTURE FILING, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT (as the same may from time to time be amended, supplemented, amended and restated or otherwise modified, supplemented or replaced, this “Deed of Trust”) is entered into as of [], 201[] by [], a [] (“Trustor”), whose address for notice is [1625 17th Street, Denver, Colorado 80202], (i) in the case of the Deed of Trust Property (as hereinafter defined) located in the Deed of Trust State (as hereinafter defined), in favor of [], a resident of [] County, West Virginia, as trustee, whose address for notice hereunder is [] (“Trustee”), for the benefit of Wells Fargo Bank, National Association, as Administrative Agent for the Secured Parties (as hereinafter defined), and (ii) in the case of the Deed of Trust Property located in or adjacent to the Mortgage State (as hereinafter defined), in favor of Wells Fargo Bank, National Association, as Administrative Agent for the Secured Parties (in its capacity under each of (i) and (ii) above, the Administrative Agent, together with its successors and assigns in such capacity, being herein referred to as “Beneficiary”), whose address for notice hereunder is 550 South Tryon Street, 6th Floor, Charlotte, North Carolina 28202.

RECITALS:

A. On [], 2014, [Trustor] [], as borrower, each of the Lenders party thereto (the “Lenders”), the Beneficiary, as administrative agent for the Lenders, and the other financial institutions party thereto as agents entered into that certain Credit Agreement dated as of [], 2014 (such agreement, as may from time to time be amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”) pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to the Borrower.

B. Beneficiary and the Lenders have conditioned their obligations under the Credit Agreement upon the execution and delivery by Trustor of this Deed of Trust, and Trustor has agreed to enter into this Deed of Trust to secure the full and punctual payment and performance of the Obligations.

C. Therefore, in order to comply with the terms and conditions of the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor hereby agrees as follows:

ARTICLE I.
Definitions

Section 1.01 Terms Defined Above. As used in the Deed of Trust, each term defined above has the meaning indicated above.

1

Section 1.02 UCC and Other Defined Terms. Unless otherwise defined in the Uniform Commercial Code, each capitalized term used in this Deed of Trust and not defined in this Deed of Trust but defined in the Credit Agreement shall have the meaning ascribed to such term in the Credit Agreement. Any capitalized term not defined in either this Deed of Trust or the Credit Agreement shall have the meaning ascribed to such term in the Uniform Commercial Code.

Section 1.03 Definitions. As used herein, the following terms have the meanings specified below:

“Bankruptcy Code” has the meaning ascribed to such term in Section 3.01(c).

“Beneficiary” has the meaning ascribed to such term in the introductory paragraph hereto.

“Collateral” has the meaning ascribed to such term in Section 2.02.

“Credit Agreement” has the meaning ascribed to such term in Recital A hereto.

“Credit Agreement Termination” means the termination of the Aggregate Commitments and payment in full of all Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent, the Swingline Lender and the L/C Issuer shall have been made).

“Deed of Trust” has the meaning ascribed to such term in the introductory paragraph hereto.

“Deed of Trust Property” has the meaning ascribed to such term in Section 2.01(c).

“Deed of Trust State” has the meaning ascribed to such term in Section 2.01(a).

“Event of Default” has the meaning ascribed to such term in Section 5.01.

“Grantor” has the meaning ascribed to such term in the Security Agreement.

“Hydrocarbons” has the meaning ascribed to such term in Section 2.01(c)(v).

“Indemnified Parties” has the meaning ascribed to such term in Section 5.20.

“Lenders” has the meaning ascribed to such term in Recital A hereto.

“Mortgage State” has the meaning ascribed to such term in Section 2.01(b).

“Real Property” has the meaning ascribed to such term in Section 2.01(c)(i).

“Rents” means all amounts, proceeds or accounts (including accounts in the form of joint

2

interest billings) and general intangibles of Trustor now or hereafter existing, or hereafter acquired by, or on behalf of, Trustor or Trustor’s successors-in-interest, relating to the sale, purchase, marketing, exchange, processing, treating, compressing, handling, storage, transporting, transmitting or gathering of Hydrocarbons, payable to or to become payable to Trustor or to which Trustor is or becomes entitled under all leases, assignments, agreements, instruments or other contracts or transactions now or hereafter to become a part of the Deed of Trust Property.

“Trustee” has the meaning ascribed to such term in the introductory paragraph hereto.

“Trustor” has the meaning ascribed to such term in the introductory paragraph hereto.

“Uniform Commercial Code” means the Uniform Commercial Code presently in effect in the State of New York, as the same may be amended from time to time, and any successor statute thereto, except to the extent that the Uniform Commercial Code of some other jurisdiction applies mandatorily or as is specified herein.

ARTICLE II. Grant of Lien and Obligations

Section 2.01 Grant of Liens. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and the performance of the covenants and obligations herein contained, Trustor does by these presents hereby:

(a) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to Trustee, and grant to Trustee, for the benefit of the Beneficiary, for its benefit and the ratable benefit of the Secured Parties, a POWER OF SALE (pursuant to this Deed of Trust and applicable law) with respect to the Deed of Trust Property that is located in (or cover or relate to properties located in) the State of West Virginia (the “Deed of Trust State”); and

(b) GRANT, BARGAIN, SELL, MORTGAGE, ASSIGN, WARRANT, PLEDGE AND HYPOTHECATE to the Beneficiary and grant to the Beneficiary, in each case, for its benefit and the ratable benefit of the Secured Parties, a POWER OF SALE (pursuant to this Deed of Trust and applicable law) with respect to the Deed of Trust Property that is not granted to Trustee in clause (a) above and shall include, without limitation, the Deed of Trust Property that is located in (or covers or relates to properties located within) the State of Ohio (the “Mortgage State”).

(c) The “Deed of Trust Property” shall mean, collectively, all of Trustor’s rights, titles, interests and estates now owned or hereafter acquired by Trustor in and to the following property (but excluding Excluded Assets; *provided* that nothing herein shall be construed to limit the Loan Parties’ obligation to satisfy the Mortgage Requirement):

(i) all that certain real property described in Exhibit A attached hereto and made a part hereof, including any lands, easements or rights-of-way, the description of which is contained in Exhibit A attached hereto or is contained in any instrument or

3

document described in Exhibit A which descriptions of land contained in such instruments or documents are hereby incorporated herein by reference together with all right, title, interest, and privileges of Trustor in and to (a) all streets, roadways, alleys, leases, easements, rights-of-way, permits, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the improvements thereon; (b) any strips or gores of real property between such real property and abutting or adjacent properties; (c) all water and water rights, timber and crops pertaining to such real estate; and (d) all appurtenances and all reversions and remainders in or to such real property (collectively, the “Real Property”), it being agreed and understood that the Real Property shall include (1) all of Trustor’s rights, titles, interests, and estates therein even though Trustor’s interests therein may be incorrectly described or a description of a part or all thereof of Trustor’s interests therein be omitted or incomplete, it being intended by Trustor and Beneficiary herein to cover and affect hereby all interests which Trustor may now own or may hereafter acquire therein and thereto notwithstanding that the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests, and (2) any enlargements thereof arising from the discharge of any payments out of production or by the removal of any charges or Liens permitted to exist by Section 7.01 of the Credit Agreement to which any of the Real Property is subject, or otherwise.

(ii) All rights, titles, interests and estates now owned or hereafter acquired by Trustor in and to all (A) contracts and agreements for the purchase of all or any portion of the Deed of Trust Property, whether such contracts are now or at any time hereafter existing, including, but without limitation, any and all earnest money or other deposits escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the contracts, including all amendments and supplements to and renewals and extensions of the contracts at any time made, and together with all payments, earnings, income, and profits arising

from the sale of all or any portion of the Deed of Trust Property or from the contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the contracts; (B) contracts, licenses, or permits which are directly or indirectly related to, or connected with, the development, ownership, maintenance or operation of the Deed of Trust Property, whether such contracts, licenses, and permits are now or at any time thereafter existing, and all contracts relating to improvements constructed or to be constructed on or in relation to the Deed of Trust Property; (C) any and all right, title, and interest Trustor may have in any financing arrangements relating to the financing of or the purchase of all or any portion of the Deed of Trust Property by future purchasers; and (D) all other contracts which in any way relate to the use, enjoyment, occupancy, operation, maintenance, repair, management or ownership of the Deed of Trust Property, including, but not limited to, maintenance and service contracts and management agreements; provided that "contracts" shall not include amounts owing to mechanics, materialmen, supplier and other third-parties for goods or services received by Trustor in the ordinary course of business.

4

(iii) All rights, titles, interests, and estates now owned or hereafter acquired by Trustor in and to all geological, geophysical, engineering, accounting, title, and other technical or business data concerning any of the Real Property, or any other items of Deed of Trust Property which are in the possession of Trustor or in which Trustor can otherwise grant a security interest, and all books, files, records, magnetic media, computer records, and other forms of recording or obtaining access to such data.

(iv) All rights, titles, interests, and estates now owned or hereafter acquired by Trustor in and to all improvements, systems, plants, facilities, and Hydrocarbons, insofar as the same constitute line fill and/or line pack, used in connection with the gas gathering and gas treating plants and facilities and pipeline systems, and/or oil, refrigeration, processing, treating, gathering, storage or transportation systems, and all other plants and facilities now owned by Trustor, or hereafter acquired, including all equipment used or useful in connection with such systems, plants and facilities whether now owned or hereafter acquired, and further including without limitation, all loops, laterals, pipe, fittings, connections, valves, side valves, blowdown valves, mainline valves, test leads, mains, meters, dehydrators, scrubbers, controls, casing, casing insulators, casing vents, tubing and piping used in connection with the systems, plants and facilities located on the Real Property, and all of their accessories or component parts, whether or not particularly described herein, constructed for the sale, purchase, marketing, exchange, processing, treating, compressing, handling, storing, transporting, transmitting or gathering of Hydrocarbons consisting of equipment, facilities, compressors, lengths of pipe and any and all other types of pipe actually employed in its construction, including all casings surrounding any piping, all casing seals, casing insulators and casing vents, and all joints, connections or flanges, rods, gauges and all compressor, tank and pump sites, pipe, piping, pipe racks, pumps, engines, compressors, block valves, heaters, coolers, filters, refrigerators, dehydrators, extractors, measurement and pigging facilities, tanks, storage tanks, loading racks, scales, markers of any and all markers, including caution signs, aerial markers, navigable waterway marks, mile posts, and ground markers, and all types of, cathodic protection test stations, regulators, starters, motors, engines, housing, leaders, orifices, skid-mounted equipment, exchangers, regenerators, reboilers, refrigeration equipment, separators, meters, valves, block valves and generators and all other natural gas and all surface or underground facilities, and all fences, and all pressure gauges and other gauges, and all interconnections with other pipelines, and all side valves, blowdown valves, mainline valves, and all test leads, and all materials or gas products or by-products processing, treating, fractionating, refuting, refrigeration, gas gathering, transporting, storing, delivering and/or marketing equipment and all other items or types of equipment and associated or component parts or supplies, including any and all machinery, tools, blueprints, plans, furniture, furnishings, fixtures and other goods of Trustor, whether now owned or hereafter acquired and all spare parts, replacements or substitutions thereof and replacements therefor; appurtenances or any portion of the systems, plants, facilities or their above-described associated or component parts as presently existing or as hereafter existing whether as a result of repair, replacement or addition and whether attached to, incorporated with the systems, plants, and facilities or used in connection with the systems, plants and facilities insofar as such additions are used in connection with the systems, plants and facilities, located on the

5

Real Property, and owned by Trustor or any Affiliate of Trustor.

(v) All rights, titles, interests and estates now owned or hereafter acquired by Trustor in and to all production and inventory, of whatever kind, type or nature, including specifically but without limitation all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals (collectively, "Hydrocarbons") which may be produced, saved from, attributable to or transported through any of the Deed of Trust Property, including all oil in tanks, line fill and or line pack in any pipelines and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to any of the Deed of Trust Property, including specifically but without limitation all Liens securing payment of proceeds from the sale of Hydrocarbons, including, without limitation, those liens and security interests securing payment of the proceeds thereof, or owned by Trustor and which may be placed in or is in the process of being passed through, any part of the Deed of Trust Property including as provided in Section 9.343 of the Uniform Commercial Code or any similar statutory provision in the State of Ohio and the State of West Virginia.

(vi) All tenements, hereditaments, appurtenances and properties in any way appertaining, belonging, affixed or incidental to any of the Real Property that are now owned or which may hereafter be acquired by Trustor, including, without limitation, any and all property, real, immovable or personal, now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working or development of any of the Real Property and including any and all surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties.

(vii) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Lien and security interest hereof by Trustor or by anyone on Trustor's behalf (and Trustee is hereby authorized to receive the same at any time as additional security hereunder).

(viii) Any and all renewals and extensions of any of the Deed of Trust Property described in paragraphs (i) through (vii) above, including all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above, and any and all additional interests of any kind hereafter acquired by Trustor therein or thereto.

(ix) All property of every kind and character which Trustor has or at any time hereafter acquires, whether real, immovable or personal property, tangible or intangible, or mixed, all other interests of every kind and character which Trustor has or at any time hereafter acquires in and to the types and items of property and interests described in paragraphs (i) through (viii) preceding, all property which is used or useful in connection with the Deed of Trust Property or otherwise, and the proceeds and products of all of the foregoing, whether now owned or hereafter acquired, including, without limitation:

6

- A. All present and future personal property;
- B. All present and future increases, profits, combinations, reclassifications, improvements and products of, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the Deed of Trust Property described in this or any other clause of this paragraph (ix);
- C. All present and future As-Extracted Collateral, Accounts, Equipment, Inventory, contract rights, General Intangibles, Chattel Paper, Documents, Instruments, Fixtures, cash and noncash Proceeds and other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds or unearned insurance premiums payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to, all or any part of the Deed of Trust Property; and
- D. All present and future security for the payment to Trustor of any of the Deed of Trust Property and goods which gave or will give

rise to any of such Deed of Trust Property or are evidenced, identified, or represented therein or thereby.

TO HAVE AND TO HOLD (a) the Deed of Trust Property located in the State of West Virginia unto the Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust, however, upon the terms, provisions and conditions herein set forth, and (b) the other Deed of Trust Property unto Beneficiary, and Beneficiary's successors and assigns, upon the terms, provisions and conditions herein set forth.

Section 2.02 Grant of Security Interest. Trustor hereby grants to Beneficiary, for its benefit and the ratable benefit of the Secured Parties, a security interest in and to all of Trustor's right, title and interest in and to the following Property of Trustor now owned or at any time hereafter acquired by Trustor or in which Trustor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence, excluding in all cases all of Trustor's right, title and interest in, to and under the Excluded Assets, (collectively, the "Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (a) all Accounts;
- (b) all Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper);
- (c) all Commercial Tort Claims;
- (d) all Deposit Accounts, all Commodities Accounts and all Securities Accounts;

7

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- (e) all Documents;
 - (f) all General Intangibles (including, without limitation, rights in and under any Hedging Agreement) and all rights under insurance contracts and rights to insurance proceeds;
 - (g) all Instruments;
 - (h) all Goods (including, without limitation, all Inventory, all Equipment and all Fixtures relating to the Deed of Trust Property);
 - (i) all Investment Property;
 - (j) all Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);
 - (k) all As-Extracted Collateral;
 - (l) all books and records pertaining to the Collateral;
 - (m) to the extent not otherwise included in the Collateral, the Deed of Trust Property insofar as the Deed of Trust Property consists of personal property of any kind or character; and
 - (n) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, if and when any property shall cease to be an Excluded Asset, a Lien on and security interest in such property shall be deemed granted herein.

Section 2.03 Obligations. This Deed of Trust is executed and delivered by Trustor to secure and enforce the Obligations, whether now in existence or hereafter arising, whether by acceleration or otherwise, and all renewals, restatements, extensions, amendments, increases and changes of, or substitutions or replacements for, all or any part of the Obligations.

Section 2.04 Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Deed of Trust: (a) some portions of the goods described or to which reference is made herein are or are to become fixtures on the land described or to which reference is made herein or on Exhibit A; (b) the security interests created hereby under applicable provisions of the Uniform Commercial Code will attach to all As-Extracted Collateral, including the Hydrocarbons or the accounts resulting from the sale thereof at the wellhead or minehead located on the land described or to which reference is made herein; (c) with respect to the Deed of Trust Property located in the State of West Virginia, this Deed of Trust is to be filed of record in the real estate records of the county in which the Deed of Trust Property is located as a financing statement, a fixture filing and an As-Extracted Collateral filing; (d) with respect to the Deed of Trust Property located in the State of Ohio, this Deed of Trust is to be attached as an addendum to a completed Form UCC-1 Financing Statement and filed of

8

record with the Clerk of Court for any county in the State of Ohio as a financing statement, a fixture filing and an As-Extracted Collateral filing; (e) Trustor (debtor) is the record owner of the real estate/immovable property or interests in the real estate/immovable property comprised of the Deed of Trust Property; (f) the name and address of Trustor (debtor) is set forth on Signature Page 1 of this Deed of Trust; and (g) the name and address of the Beneficiary (secured party) is set forth on Signature Page 2 of this Deed of Trust. A carbon, photographic, facsimile or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section 2.04.

Section 2.05 Pro Rata Benefit. This Deed of Trust is executed and granted for the pro rata benefit and security of the Secured Parties, any Person secured hereby and any and all future holders of an interest in the Obligations and the interest thereon until the Credit Agreement Termination or until the Liens hereby created are released by Beneficiary; it being understood and agreed that possession of any Note at any time by Trustor shall not in any manner extinguish the Obligations, such Notes or this Deed of Trust securing payment thereof, and Trustor shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Obligations, the obligations under any of the Notes or other Loan Documents, or the security of this Deed of Trust.

ARTICLE III.

Assignment of Rents, Leases and Production

Section 3.01 Assignment.

(a) In furtherance of and in addition to the assignment made by Trustor herein, Trustor hereby absolutely and unconditionally assigns, sells, transfers, and conveys unto Beneficiary, its successors and assigns, for the ratable benefit of the Secured Parties, in and to all of Trustor's rights, title and interests in and to all leases, whether now existing or hereafter entered into, and all of Trustor's rights, title and interests in and to all Rents and Hydrocarbons and the proceeds thereof. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Trustor shall have a revocable license from Beneficiary to exercise all rights extended to the landlord under the leases, and with respect to the Hydrocarbons and the proceeds thereof, including the right to receive and collect all Rents and all proceeds of Hydrocarbons and to hold the Rents and proceeds of Hydrocarbons in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be

continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Trustor, the license herein granted shall expire and terminate upon notice by Beneficiary to the Trustor at the address of the Borrower set forth in the introductory paragraph hereto.

(b) All Rents and proceeds of Hydrocarbons shall be paid directly to Beneficiary, with no duty or obligation of any party paying the same to inquire into the rights of

9

Beneficiary to receive the same, what application is made thereof, or as to any other matter. Trustor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders, and other instruments as may be required or desired by Beneficiary or any party in order to have said Rents and proceeds so paid to Beneficiary. In addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Uniform Commercial Code, Beneficiary is fully authorized to receive and receipt for said Rents and proceeds; to endorse and cash any and all checks and drafts payable to Trustor or Beneficiary for the account of Trustor received from or in connection with said Rents or proceeds and to hold such Rents and proceeds thereof in a bank account as additional collateral securing the Obligations; and to execute and transfer any division orders in the name of Trustor, or otherwise, with warranties binding Trustor. During the continuation of an Event of Default, all Rents and proceeds received by Beneficiary pursuant to this assignment shall be at Beneficiary's sole discretion either remitted to Trustor or applied as provided in the Credit Agreement. Beneficiary shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but Beneficiary shall have the right, at its election, in the name of Trustor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by Beneficiary in order to collect such funds and to protect the interests of Beneficiary and/or Trustor with all reasonable, out-of-pocket costs, expenses and attorneys' fees incurred in connection therewith being paid by Trustor. Trustor hereby appoints Beneficiary as its attorney-in-fact to pursue any and all rights of Trustor to Liens on and security interests in any property securing payment of proceeds of Hydrocarbons. In addition to the rights granted to Beneficiary in Section 2.01 of this Deed of Trust, Trustor hereby further transfers and assigns to Beneficiary any and all such Liens, security interests, financing statements or similar interests of Trustor attributable to its interest in the Hydrocarbons, the Rents and the proceeds of the Hydrocarbons arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Beneficiary in this Section 3.01, being coupled with an interest, shall be irrevocable until the Credit Agreement Termination or all of the Liens hereby created are released in writing by Beneficiary. Until such time as an Event of Default has occurred and is continuing, (i) Beneficiary hereby grants to Trustor a license to sell such Hydrocarbons and receive proceeds from the sale of Hydrocarbons which license and agreement shall terminate upon such Event of Default and for so long as the same continues upon notice by Beneficiary to the Trustor at the address of the Borrower set forth in the introductory paragraph hereto and (ii) Beneficiary hereby agrees not to exercise any of the rights set forth in this Section 3.01(b).

(c) Trustor acknowledges that Beneficiary has taken all reasonable actions necessary to obtain, and that upon recordation of this Deed of Trust, Beneficiary shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the leases and all security for such leases, and the Hydrocarbons and the proceeds thereof, subject to the Permitted Encumbrances and in the case of security deposits, rights of depositors and requirements of law. Trustor acknowledges and agrees that upon recordation of this Deed of Trust, Beneficiary's interest in the Rents, Hydrocarbons and proceeds thereof shall be deemed to be fully perfected, "choate" and enforced as to Trustor and all third parties, including, without limitation, any subsequently appointed trustee in case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making

10

formal demands for the Rents, Hydrocarbons or proceeds thereof, obtaining the appointment of a receiver or taking any other affirmative action.

(d) Without limitation of the absolute nature of the assignment of the Rents, Hydrocarbons and proceeds thereof hereunder, Trustor and Beneficiary agree that (i) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (ii) the security interests created by this Deed of Trust extends to property of Trustor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, Hydrocarbons or proceeds thereof acquired by the estate after the commencement of any case in bankruptcy.

Section 3.02 No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of Trustor to make prompt payment of all principal and interest owing on the Obligations when and as the same become due regardless of whether the Rents and proceeds of the Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Obligations. Nothing in this ARTICLE III is intended to be an acceptance of collateral in satisfaction of the Obligations.

ARTICLE IV. Representations, Warranties and Covenants

Trustor hereby represents, warrants and covenants as follows:

Section 4.01 Title. To the extent of the undivided interests specified on attached Exhibit A, Trustor has good record and defensible title to and is possessed of the Deed of Trust Property material to the ordinary conduct of its business, except for such defects in record or title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and subject to Permitted Encumbrances. The Deed of Trust Property is free of any and all Liens other than Permitted Encumbrances. Trustor is the legal and beneficial owner of the Collateral free and clear of any and all Liens except Permitted Encumbrances. Trustor has not consented to the filing of any financing statement or other public notice with respect to all or any part of the Collateral, except such as have been filed in favor of Beneficiary, for its benefit and the ratable benefit of the Secured Parties, pursuant to this Deed of Trust, the Security Instruments or as are filed to secure Permitted Encumbrances.

Section 4.02 Perfecting Liens; Defend Title; Further Assurances.

(a) This Deed of Trust is, and always will be kept, a direct first priority Lien and security interest upon the real and personal property presently constituting the Deed of Trust Property, subject only to Permitted Encumbrances. The security interests granted in the Collateral pursuant to this Deed of Trust upon the filing of financing statements in the appropriate offices in the appropriate jurisdictions (which filings have been delivered to Beneficiary in completed form) and the filing of this Deed of Trust in each county in which the Deed of Trust Property is located, will constitute valid perfected (subject only to Permitted Encumbrances) security interests in all of the Collateral in which it is possible to perfect a

11

security interest therein by filing financing statements in such offices and jurisdictions and this Deed of Trust in such counties in favor of Beneficiary, for the ratable benefit of the Secured Parties, as collateral security for the Obligations, enforceable in accordance with the terms hereof prior to all other Liens on the Collateral in existence on the date hereof except for Permitted Encumbrances.

(b) Trustor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior to or on a parity with the Lien and security interest of this Deed of Trust upon the Deed of Trust Property or the Collateral or any part thereof or upon the rents, issues, revenues, profits and other income therefrom other than Permitted Encumbrances. Trustor will not create or suffer to be created or permit to exist any Lien, security interest or charge junior to the Lien and security interest of this Deed of Trust upon the Deed of Trust Property or the Collateral or any part thereof or upon the rents, issues, revenues, profits and other income therefrom other than Permitted Encumbrances.

(c) Trustor will use commercially reasonable efforts to defend the title to the Deed of Trust Property and the Collateral against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby until the Credit Agreement Termination (subject to Permitted Encumbrances) or until

the Liens hereby created are released by Beneficiary. Should an adverse claim (other than as contemplated by this Section 4.02) be made against or a cloud develop upon the title which materially affects part of the Deed of Trust Property or the Collateral, Trustor agrees it will use commercially reasonable efforts to promptly defend against such adverse claim or take appropriate action to remove such cloud at Trustor's cost and expense, and upon the occurrence and during the continuation of an Event of Default, Trustor further agrees that Trustee and/or Beneficiary may take such other action as they deem advisable to protect and preserve their interests in the Deed of Trust Property and the Collateral, and in such event Trustor will indemnify Trustee and Beneficiary against any and all cost, attorney's fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 4.03 Further Assurances. Subject to the limitations set forth in Section 6.02 of the Security Agreement, at any time and from time to time, upon the reasonable request of Trustee, Beneficiary or the Required Lenders through the Administrative Agent, and at the sole expense of Trustor, Trustor will promptly and duly give, execute, deliver, indorse, file or record any and all financing statements, continuation statements, amendments, notices (including, without limitation, notifications to financial institutions and any other Person), contracts, agreements, assignments, certificates, stock powers or other instruments, obtain any and all governmental approvals and consents and take or cause to be taken any and all steps or acts that the Trustee, Beneficiary or the Required Lenders through the Administrative Agent, may reasonably require in order to create, perfect, establish the priority of, or to preserve the validity, perfection or priority of the Liens granted by this Deed of Trust or to enable Trustee, Beneficiary or any Required Lenders through the Administrative Agent to enforce, assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively its rights, remedies, powers and privileges under this Deed of Trust and any other Loan Document with respect to such Liens or to otherwise obtain or preserve the full benefits of this Deed of Trust and the rights, powers and privileges herein granted.

12

Section 4.04 Power to Create Lien and Security. Trustor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage, and convey a security interest in all of the Deed of Trust Property and the Collateral in the manner and form herein provided and without obtaining any material authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained or made.

Section 4.05 Abandonment, Sales. Trustor will not sell, lease, assign, transfer or otherwise dispose or abandon any of the Deed of Trust Property or the Collateral except as permitted by the Credit Agreement or this Deed of Trust.

Section 4.06 Further Identification of Collateral. Trustor will furnish to Trustee, Beneficiary and the Lenders from time to time, at Trustor's sole cost and expense, statements and schedules further identifying and describing the Deed of Trust Property and the Collateral and such other reports in connection with the Deed of Trust Property and Collateral as Trustee or Beneficiary may reasonably request, all in reasonable detail.

Section 4.07 Failure to Perform. Upon the occurrence and during the continuance of an Event of Default, Trustor agrees that if Trustor fails to perform any act or to take any action which Trustor is required to perform or take hereunder or pay any money which Trustor is required to pay hereunder, each of Beneficiary and Trustee in Trustor's name or its or their own name may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by either of them and any money so paid by either of them shall be a demand obligation owing by Trustor to Beneficiary or Trustee, as the case may be, and each of Beneficiary and Trustee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by Trustor to each of Beneficiary and Trustee pursuant to this Deed of Trust shall bear interest from the date of such expenditure or payment or other occurrence which gives rise to such amount being owed to such Person until paid at the default rate set forth in the Credit Agreement, and all such amounts together with such interest thereon shall be a part of the Obligations.

ARTICLE V.
Rights and Remedies

Section 5.01 Event of Default. An "Event of Default" under the Credit Agreement shall be an Event of Default under this Deed of Trust.

Section 5.02 Foreclosure and Sale. (a) If an Event of Default shall occur and be continuing, to the extent provided by applicable law, Beneficiary shall become and be entitled, as of right, without notice and without regard to the adequacy of the Deed of Trust Property or the Collateral as security for the Obligations hereby secured (a) to employ counsel to enforce payment of the obligations secured hereby, (b) to proceed with foreclosure by: (i) with respect to that portion of the Deed of Trust Property located in or adjacent to the Deed of Trust State directing the Trustee to proceed by power of sale, and (ii) with respect to that portion of the Deed of Trust Property located in or adjacent to the Mortgage State, (A) judicial action or proceeding, or (B) if permitted in the Mortgage State by power of sale to sell all or any portion of such Deed

13

of Trust Property and (c) to exercise such other rights and remedies granted herein, in any other Loan Document or by law and equity, which rights and remedies shall be cumulative and not exclusive. Trustee or Beneficiary (as the case may be) may sell said Deed of Trust Property either as a whole or in separate parcels, and in such order as it may determine. The purchase price shall be payable in lawful money of the United States at the time of the sale. In exercising the power of sale contained herein, Trustee or Beneficiary (as the case may be) may hold one or more sales of all or any portion of the Deed of Trust Property by public announcement at the time and place of sale set forth in the notice thereof, and from time to time thereafter may postpone such sale or sales of all or any portion of the Deed of Trust Property to the same or separate days by public announcement at such time fixed by the preceding postponement. Any Person, including Trustee or Beneficiary, may purchase at such sale. Beneficiary may credit bid at any such sale, and if Beneficiary is the successful purchaser, it may apply any of the outstanding Obligations secured hereby in settlement of the purchase price. Beneficiary may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Beneficiary for the Obligations secured hereby in such order and manner as Beneficiary may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or nonjudicial proceedings, or both. Nothing contained herein shall be construed so as to limit in any way Trustee's or Beneficiary's (as the case may be) rights to sell the Deed of Trust Property, or any portion thereof, by private sale if, and to the extent that, such private sale is permitted under the laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Trustor hereby irrevocably appoints Trustee, with respect to the Deed of Trust Properties located in the Deed of Trust State, and Beneficiary, with respect to the Deed of Trust Properties located in the Mortgage State, to be the attorney of Trustor and in the name and on behalf of Trustor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Trustor ought to execute and deliver and do and perform any and all such acts and things which Trustor ought to do and perform under the covenants herein contained and generally, to use the name of Trustor in the exercise of all or any of the powers hereby conferred on Trustee and Beneficiary, provided, however, that Trustee and Beneficiary each hereby agree not to exercise its rights under this power of attorney unless an Event of Default has occurred and is continuing. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Trustee or Beneficiary to have physically present, or to have constructive possession of, the Deed of Trust Property and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by Trustee or Beneficiary shall contain a general warranty of title, binding upon Trustor and its successors and assigns, (iii) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (iv) the receipt of Trustee or Beneficiary or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (v) to the fullest extent permitted by law, Trustor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold

14

and such sale shall be a perpetual bar both at law and in equity against Trustor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Trustor and (vi) to the extent and under such circumstances as are permitted by law, Beneficiary may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Obligations in lieu of cash payment.

(b) Upon the happening and during the continuance of any of the Events of Default, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the Uniform Commercial Code with respect to the Collateral, or Trustee or Beneficiary may proceed as to both the real/immovable and personal property covered hereby in accordance with the rights and remedies granted under this Deed of Trust in respect of the real/immovable property covered hereby. Without limiting the generality of the foregoing, Beneficiary, without demand of performance or other demand, presentment, protest, advertisement, notice of intent to accelerate, notice of acceleration or notice of any kind (except any notice required by law referred to below) to or upon Trustor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of Beneficiary, Trustee or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Beneficiary, Trustee or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Trustor, which right or equity is hereby waived and released. If an Event of Default shall occur and be continuing, Trustor further agrees, at Beneficiary's request, to assemble the Collateral and make it available to Beneficiary at places which Beneficiary shall reasonably select, whether at Trustor's premises or elsewhere. Any such sale or transfer by Beneficiary either to itself or to any other Person shall be absolutely free from any claim of right by Trustor, including any equity or right of redemption, stay or appraisal which Trustor has or may have under any rule of law, regulation or statute now existing or hereafter adopted. Upon any such sale or transfer, Beneficiary shall have the right to deliver, assign and transfer to the purchaser or transferee thereof the Collateral so sold or transferred. Beneficiary shall apply the net proceeds of any action taken by it pursuant to this Section 5.02, after deducting all reasonable out-of-pocket costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Beneficiary and the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 8.03 of the Credit Agreement, and only after such application and after the payment by Beneficiary of any other amount required by any provision of law, including, without limitation, Section 9-615 of the Uniform Commercial Code, need Beneficiary account for the surplus, if any, to Trustor. To the extent permitted by applicable law, Trustor waives all claims, damages and demands it may acquire against Trustee, Beneficiary or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other

15

disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

(c) In the event that Beneficiary elects not to sell the Collateral, Beneficiary retains its rights to dispose of or utilize the Collateral or any part or parts thereof in any manner authorized or permitted by law or in equity, and to apply the proceeds of the same towards payment of the Obligations. The disposition of the Collateral described in this Deed of Trust shall constitute a disposition in a commercially reasonable manner to the extent permitted by law. Beneficiary may appoint any Person as agent to perform any act or acts necessary or incident to any sale or transfer of the Collateral.

(d) Beneficiary may proceed as to the Deed of Trust Property constituting Collateral in accordance with Beneficiary's rights and remedies in respect to the Deed of Trust Property or sell the Deed of Trust Property constituting Collateral separately and without regard to the remainder of the Deed of Trust Property in accordance with Beneficiary's rights and remedies provided by this Deed of Trust, the other Loan Documents, the Uniform Commercial Code, as well as other rights and remedies at law or in equity.

(e) Upon the occurrence and during the continuance of an Event of Default, this Deed of Trust may be foreclosed as to the Deed of Trust Property, or any part thereof, in any manner permitted by applicable law. Cumulative of the foregoing and the other provisions of this Section 5.02:

(i) **WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY LAW, TRUSTOR AND BENEFICIARY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT, WHICH A PARTY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING FROM THE OBLIGATIONS, OR ANY OTHER AGREEMENT EXECUTED IN CONJUNCTION WITH THE OBLIGATIONS AND THIS DEED OF TRUST. TRUSTOR AND BENEFICIARY EACH ACKNOWLEDGE THAT THIS SECTION HAS EITHER BEEN BROUGHT TO THE ATTENTION OF EACH PARTY'S LEGAL COUNSEL OR THAT EACH PARTY HAD THE OPPORTUNITY TO DO SO.**

(ii) The Beneficiary is authorized and empowered to do all things permitted to be done by a mortgagee under Sections 1311.14, 5301.232 and 5301.233 of the Ohio Revised Code and any amendments, supplements, or successor legislation thereto.(1)

Section 5.03 Collections on Accounts, Etc. Beneficiary hereby authorizes Trustor to collect upon the Accounts, Instruments, Chattel Paper and Payment Intangibles subject to Beneficiary's direction and control, and Beneficiary may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. Upon the request of Beneficiary at any time after the occurrence and during the continuance of an Event of Default, Trustor shall notify the Account Debtors that the applicable Accounts, Chattel Paper and

(1) NTD: Subject to review and comment by local counsel.

16

Payment Intangibles have been assigned to Beneficiary, for its benefit and the ratable benefit of the Secured Parties, and that payments in respect thereof shall be made directly to Beneficiary. Beneficiary may in its own name or in the name of others communicate with the Account Debtors to verify with them to its satisfaction the existence, amount and terms of any Accounts, Chattel Paper or Payment Intangibles.

Section 5.04 Proceeds. If required by Beneficiary at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, Instruments, Chattel Paper and Payment Intangibles, when collected or received by Trustor, and any other cash or non-cash Proceeds received by Trustor upon the sale or other disposition of any Collateral, shall be forthwith (and, in any event, within two (2) Business Days) deposited by Trustor in the exact form received, duly indorsed by Trustor to Beneficiary if required, in a special collateral account maintained by Beneficiary, subject to withdrawal by Beneficiary, for its benefit and the ratable benefit of the Secured Parties, only, as hereinafter provided, and, until so turned over, shall be held by Trustor in trust for Beneficiary, for its benefit and the ratable benefit of the Secured Parties, segregated from other funds of Trustor. All Proceeds (including, without limitation, Proceeds constituting collections of Accounts, Chattel Paper, and Instruments) while held by Beneficiary (or by Trustor in trust for Beneficiary, for its benefit and the ratable benefit of the Secured Parties) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default shall have occurred and be continuing, at any time at Beneficiary's election, Beneficiary shall apply all or any part of the funds on deposit in said special collateral account on account of the Obligations in such order as Beneficiary may elect, and any part of such funds which Beneficiary elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by Beneficiary to Trustor or to whomsoever may be lawfully entitled to receive the same.

Section 5.05 Substitute Trustee, Beneficiary and Agents. Each of Trustee and Beneficiary or its successor or substitute may appoint or delegate[, with respect to the Deed of Trust State only by an instrument recorded wherever this Deed of Trust is recorded in the State of West Virginia,] (2) any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Trustee or Beneficiary, including, without limitation, the posting of notices and the conduct of sale, but in the name and on behalf of Trustee or Beneficiary or its successor or substitute, as applicable. If Trustee or Beneficiary or its successor or substitute shall have given notice of sale hereunder, any successor or substitute to such Person thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute conducting the sale.

Section 5.06 Judicial Foreclosure; Receivership. If any of the Obligations shall become due and payable and shall not be promptly paid and such failure to pay shall constitute an Event of Default, for so long as such Event of Default is continuing, Trustee or Beneficiary shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any

(2) **NTD**: Subject to review and comment by local counsel.

Property or the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Deed of Trust Property or the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Any money advanced by Trustee and/or Beneficiary in connection with any such receivership shall be a demand obligation (which obligation Trustor hereby expressly promises to pay) owing by Trustor to Trustee and/or Beneficiary and shall bear interest from the date of making such advance by Trustee and/or Beneficiary until paid at the default rate set forth in the Credit Agreement. In addition, Trustor agrees that, upon the occurrence and during the continuation of an Event of Default, Trustee or Beneficiary shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Deed of Trust Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Deed of Trust Property or the solvency of any person or persons liable for the payment of the Obligations, and Trustor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Trustee or Beneficiary and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Trustee or Beneficiary under ARTICLE III hereof. Trustor expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver. Nothing herein is to be construed to deprive Trustee, Beneficiary or any other Lender of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Trustee, Beneficiary or any other Lender in connection with any such receivership shall be a demand obligation (which obligation Trustor hereby expressly promises to pay) owing by Trustor to Trustee, Beneficiary or such Lender and shall bear interest from the date of making such advancement by Trustee, Beneficiary or such Lender until paid, at the default rate set forth in the Credit Agreement.

Section 5.07 Foreclosure for Installments. Beneficiary shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations which have not been paid when due either through the courts or by directing Trustee or his successors in trust to proceed with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Deed of Trust shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Deed of Trust Property for any subsequently maturing portion of the Obligations.

Section 5.08 Separate Sales. The Deed of Trust Property may be sold in one or more parcels and to the extent permitted by applicable law and in such manner and order as Beneficiary, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 5.09 Possession of Deed of Trust Property and Collateral. Trustor agrees to the full extent that it lawfully may, that, in case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, Trustee or Beneficiary shall have the right and power to enter into and upon and take possession of all or any part of the Deed of Trust Property or the Collateral in the possession of Trustor, its successors or assigns, or its or their agents or servants, and may exclude Trustor, its successors or assigns, and all Persons claiming under Trustor, and its or their agents or servants wholly or partly therefrom; and, holding the same, Trustee and/or Beneficiary may use, administer, manage, operate and control the Deed of Trust Property or the Collateral and conduct the business thereof to the same extent as Trustor, its successors or assigns, might at the time do and may exercise all rights and powers of Trustor, in the name, place and stead of Trustor, or otherwise as Trustee and/or Beneficiary shall deem best. All reasonable and customary costs, expenses and liabilities incurred by Trustee and/or Beneficiary in administering, managing, operating, and controlling the Deed of Trust Property or the Collateral shall constitute a demand obligation (which obligation Trustor hereby expressly promises to pay) owing by Trustor to Trustee and/or Beneficiary and shall bear interest from the date of expenditure until paid at the default rate set forth in the Credit Agreement, all of which shall constitute a portion of the Obligations and shall be secured by this Deed of Trust and all other Security Instruments.

Section 5.10 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Trustor or Trustor's heirs, devisees, representatives, successors or assigns or any other Person claiming any interest in the Deed of Trust Property or the Collateral by, through or under Trustor are occupying or using the Deed of Trust Property or the Collateral or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, or at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Deed of Trust Property or the Collateral (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 5.11 Remedies Cumulative, Concurrent and Nonexclusive. Each and every right, power, privilege and remedy shall be cumulative and in addition to those granted to Trustee, Beneficiary or any Lender under this Deed of Trust, any other Loan Document and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights, remedies, powers and privileges of a secured party under the applicable Uniform Commercial Code (whether the Uniform Commercial Code is in effect in the jurisdiction where such rights, remedies, powers or privileges are asserted) or any other applicable law or otherwise available at law or equity; each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by Trustee, Beneficiary or any Secured Party and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other

right, power, privilege or remedy. No delay or omission by Trustee, Beneficiary or any Secured Party in the exercise of any right, power, privilege or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

Section 5.12 No Release of Obligations. Neither Trustor nor any other Person hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation by reason of (a) the failure of Trustee or Beneficiary to comply with any request of Trustor or any other Person so obligated to foreclose the Lien of this Deed of Trust or to enforce any provision hereunder or under the Credit Agreement, (b) the release, regardless of consideration, of the Deed of Trust Property or the Collateral or any portion thereof or interest therein or the addition of any other property to the Deed of Trust Property or the Collateral, (c) any agreement or stipulation between any subsequent owner of the Deed of Trust Property or the Collateral and Trustee and/or Beneficiary extending, renewing, rearranging or in any other way modifying the terms of this Deed of Trust without first having obtained the consent of, given notice to or paid any consideration to Trustor or such other Person, and in such event Trustor, guarantor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Trustee and/or Beneficiary or (d) by any other act or occurrence save and except the complete payment of the Obligations and the complete fulfillment of all obligations hereunder or under the Credit Agreement.

Section 5.13 No Impairment of Security. The Lien, security interest and other security rights of Trustee or Beneficiary hereunder shall not be impaired by any indulgence, moratorium or release granted by Trustee or Beneficiary including, but not limited to, any renewal, extension or modification which Trustee or Beneficiary may grant with respect to any of the Obligations, or any surrender, compromise, release, renewal, extension, exchange or substitution which Trustee or Beneficiary may grant in

respect of the Deed of Trust Property or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any of the Obligations.

Section 5.14 Release of and Resort to Collateral. Beneficiary may release, regardless of consideration, any part of the Deed of Trust Property or the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien or security interest created in or evidenced by this Deed of Trust or its stature as a first and prior Lien and security interest in and to the Deed of Trust Property and the Collateral, and without in any way releasing or diminishing the liability of any Person or entity liable for the repayment of the Obligations. For payment of the Obligations, Beneficiary may resort to any other security therefor held by Beneficiary or Trustee in such order and manner as Beneficiary may elect.

Section 5.15 Sales Acknowledgment. With respect to any sale held in foreclosure of the liens and/or security interests covered hereby, it shall not be necessary for Trustee, Beneficiary, or any public officer acting under execution or order of the court or any other party, to have physically present or constructively in his/her or its possession either at the time of or prior to such sale, the Deed of Trust Property or any part thereof.

20

Section 5.16 Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, Trustor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Trustor by virtue of any present or future moratorium law or other law exempting the Deed of Trust Property or the Collateral from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Beneficiary's intention to accelerate maturity of the Obligations or of Trustee's election to exercise or his actual exercise of any right, remedy or recourse, except as provided for hereunder or under the Credit Agreement and (c) any rights, legal and equitable, to a marshalling of assets or a sale in inverse order of alienation. Each successor and assign of Trustor, including without limitation, a holder of a Lien subordinate to the Lien created hereby (without implying that Trustor has, except as expressly provided herein or in the Credit Agreement, a right to grant an interest in, or a subordinate Lien on, the Deed of Trust Property or the Collateral), by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it gave the waiver itself. The right to plead any and all statutes of limitation as a defense to any demand secured by or made pursuant to this Deed of Trust is hereby waived to the full extent permitted by law. If any law referred to in this Deed of Trust and now in force, of which Trustor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof. Trustee and Beneficiary may enforce its rights hereunder without prior judicial process or judicial hearing to the extent permitted by law, and to the extent permitted by law, Trustor expressly waives any and all legal rights which might otherwise require Trustee or Beneficiary to enforce its rights by judicial process. Trustor waives and agrees not to assert any rights or privileges which it may acquire under the Uniform Commercial Code or any other applicable law. Trustor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Deed of Trust Property or the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by Trustee, Beneficiary and any Lender to collect such deficiency.

Section 5.17 Discontinuance of Proceedings. In case Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Credit Agreement and shall thereafter elect to discontinue or abandon same for any reason, Beneficiary shall have the unqualified right so to do and, in such an event, Trustor and Beneficiary shall be restored to their former positions with respect to the Obligations, this Deed of Trust, the Credit Agreement, the Deed of Trust Property and the Collateral and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if same had never been invoked.

Section 5.18 Application of Proceeds. The proceeds of any sale of the Deed of Trust Property or the Collateral or any part thereof and all other monies received by Trustee in any proceedings for the enforcement hereof, whose application has not elsewhere herein been specifically provided for, shall be applied first to the payment of all reasonable, out-of-pocket expenses incurred by Trustee or Beneficiary incident to the enforcement of this Deed of Trust, the Credit Agreement or any of the Obligations (including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, legal fees and a

21

reasonable commission to Trustee acting), and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by Trustee or Beneficiary under this Deed of Trust or in executing any trust or power hereunder; and then as set forth in Section 8.03 of the Credit Agreement.

Section 5.19 Resignation of Operator. In addition to all rights and remedies under this Deed of Trust, at law and in equity, if any Event of Default shall occur and be continuing and Trustee or Beneficiary shall exercise any remedies under this Deed of Trust with respect to any portion of the Deed of Trust Property or the Collateral (or Trustor shall transfer any Deed of Trust Property or the Collateral "in lieu of" foreclosure), Beneficiary or Trustee shall have the right to request that any operator of any Deed of Trust Property which is either Trustor or any Affiliate of Trustor to resign as operator under any joint operating agreement applicable thereto, and no later than sixty (60) days after receipt by Trustor of any such request, Trustor shall resign (or cause such other party to resign) as operator of such Deed of Trust Property.

Section 5.20 INDEMNITY. IN CONNECTION WITH ANY ACTION TAKEN BY TRUSTEE AND/OR BENEFICIARY PURSUANT TO THIS DEED OF TRUST, TRUSTEE, BENEFICIARY, EACH AGENT, THE ISSUING BANK, THE SECURED PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, ACCOUNTANTS AND EXPERTS ("INDEMNIFIED PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY TRUSTOR RESULTING FROM AN ASSERTION THAT BENEFICIARY HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE DEED OF TRUST PROPERTY OR THE COLLATERAL INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF AN INDEMNIFIED PARTY, NOR SHALL TRUSTEE, BENEFICIARY AND ANY OTHER INDEMNIFIED PARTY BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF TRUSTOR. TO THE EXTENT THE BORROWER WOULD BE REQUIRED TO DO SO PURSUANT TO SECTION 10.04 OF THE CREDIT AGREEMENT, TRUSTOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF THIS DEED OF TRUST OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER; SHOULD TRUSTEE AND/OR BENEFICIARY MAKE ANY EXPENDITURE ON ACCOUNT OF ANY SUCH LIABILITY, LOSS OR DAMAGE, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND REASONABLE OUT OF POCKET ATTORNEYS' FEES, SHALL BE A DEMAND OBLIGATION (WHICH OBLIGATION TRUSTOR HEREBY EXPRESSLY PROMISES TO PAY) OWING BY TRUSTOR TO TRUSTEE AND/OR BENEFICIARY AND SHALL BEAR INTEREST FROM THE DATE EXPENDED UNTIL PAID AT THE DEFAULT RATE SET FORTH IN THE CREDIT AGREEMENT, SHALL BE A PART OF THE OBLIGATIONS AND SHALL BE SECURED BY THIS

22

DEED OF TRUST AND ANY OTHER LOAN DOCUMENT. TRUSTOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF TRUSTEE AND/OR BENEFICIARY WITH RESPECT TO THE DEED OF TRUST PROPERTY OR THE COLLATERAL TAKEN UNDER THIS DEED OF TRUST. THE LIABILITIES OF TRUSTOR AS SET FORTH IN THIS SECTION 5.20 SHALL SURVIVE THE TERMINATION OF THIS DEED OF TRUST.

Section 5.21 Beneficiary Not "Beneficiary-In-Possession". It is understood and agreed that neither the assignment of the Rents, the leases, the Hydrocarbons and the products, revenues and proceeds therefrom to Beneficiary pursuant to Section 3.01 nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "beneficiary-in-possession" or otherwise responsible or liable in any manner with respect to the Deed of Trust Property or the use, occupancy, enjoyment or operation of all or any portion thereof, nor shall appointment of a receiver for the Deed of Trust Property by any court at the request of Beneficiary or by agreement with Trustor or the entering into possession of the Deed of Trust Property or any part thereof by such receiver be deemed to make Beneficiary a "beneficiary-in-possession" or otherwise responsible or liable in any manner with respect to the Deed of Trust Property or the use, occupancy, enjoyment or operation of all or any portion

thereof.

ARTICLE VI.
Trustee

Section 6.01 Duties, Rights, and Powers of Trustee. It shall be no part of the duty of Trustee to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Deed of Trust Property, or any part thereof, or against Trustor, or to see to the performance or observance by Trustor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Beneficiary. Trustee shall have the right to advise with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for Trustee's own gross negligence or wilful misconduct; and Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

Section 6.02 Successor Trustee. Trustee may resign by written notice addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Beneficiary. In case of the death, resignation or removal of Trustee, a successor Trustee may be appointed by Beneficiary by instrument of substitution complying with any applicable requirements of law, or, in the absence of any such requirement, without other formality than appointment and designation in writing. Written notice of such appointment and designation shall be given by Beneficiary to Trustor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such

23

appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited, and, upon the making of any such appointment and designation, this Deed of Trust shall vest in the successor Trustee all the estate and title in and to all of the Deed of Trust Property in the Deed of Trust State, and the successor Trustee shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate a successor Trustee hereunder but such right may be exercised repeatedly as long as any Obligations remains unpaid hereunder. To facilitate the administration of the duties hereunder, Beneficiary may appoint multiple Trustees to serve in such capacity or in such jurisdictions as Beneficiary may designate.

Section 6.03 Retention of Moneys. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder.

Section 6.04 Beneficiary Attorney-In-Fact. Trustor hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor, and in such capacity, Beneficiary, its counsel or its representative, may from time to time, execute, deliver and file with the appropriate filing officer or office such security agreements, financing statements, continuation statements, amendments, other filing or recording documents or instruments as Beneficiary may request or require, in such form as Beneficiary reasonably determines appropriate, in order to impose, perfect, protect, preserve the priority of, or enforce, the Liens on the Deed of Trust Property and the Collateral.

ARTICLE VII.
Special Provisions(3)

Section 7.01 Ohio.

(a) As to the Deed of Trust Property that is located in (or cover or relate to properties located in) the Mortgage State, this Deed of Trust is an open-end mortgage made pursuant to Section 5301.232 of the Ohio Revised Code, and shall secure the payment of all advances Lenders have made and are required to make from time to time in accordance with the Credit Agreement, all of which are intended to be obligatory. The aggregate maximum principal amount of the indebtedness and other obligations secured hereunder at any one time shall not exceed the sum of five hundred million and no/100 dollars (\$500,000,000), together with interest on such principal amounts and other amounts due under the Obligations and the amounts set forth in the following sentence. As permitted and provided in Section 5301.233 of the Ohio Revised Code, this Deed of Trust shall also secure unpaid balances of advances made with respect to the Deed of Trust Property for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the Deed of Trust Property and other costs which the Beneficiary is authorized by this Deed of Trust to pay on Trustor's behalf, plus interest thereon, regardless of the time when such advances are made.

(3) **NTD:** Subject to review and comment by local counsel.

24

Section 7.02 West Virginia.

(a) The granting language contained in Sections 2.01, 2.02 and 3.01 shall be construed such that the grants therein are made "WITH COVENANTS OF GENERAL WARRANTY" for purposes of West Virginia law.

(b) THIS DEED OF TRUST IS A CREDIT LINE DEED OF TRUST FOR THE PURPOSES OF W. VA. CODE SECTION 38-1-14, AND SECURES A MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED FIVE HUNDRED MILLION AND NO/100 DOLLARS (\$500,000,000), and this Deed of Trust is also security for the payment of interest on such principal sums, for certain hedging obligations and other Obligations described in Section 2.03, and for expenses incurred by Beneficiary or Trustee pursuant to the provisions of this Deed of Trust, the Credit Agreement and the other Loan Documents. This Deed of Trust secures future advances that the Lenders are obligated or elect to make to Trustor, any other Loan Party or any Restricted Subsidiary in accordance with the terms of the Credit Agreement as it may be amended, supplemented, restated or otherwise modified. All future advances which may be advanced under the terms of this Deed of Trust, the Notes, the Credit Agreement, the other Loan Documents and the Secured Hedge Agreements are intended to be obligatory advances which the applicable Secured Party has legally obligated itself to make in the absence of a default, breach or other such event. Obligatory advances include, but are not limited to, advances which the Secured Parties have agreed to make as a term or condition of this Deed of Trust, the Notes, the Credit Agreement, the other Loan Documents or the Secured Hedge Agreements, obligations arising out of the occurrence of a condition, event or circumstance contemplated by such agreements, obligations arising on a specified date or time, or advances made upon application therefor by Trustor, any other Loan Party or any Restricted Subsidiary under this Deed of Trust, the Notes, the Credit Agreement, the other Loan Documents or the Secured Hedge Agreements secured thereby.

(c) Notwithstanding the provisions of Section 8.09 to the contrary, the following provisions shall apply insofar as any portion of the Deed of Trust Property situated in the State of West Virginia is concerned:

(i) Notice of foreclosure sale shall be made by publication in some newspaper of general circulation in the county wherein the Property is located, or if there be no such newspaper, in a qualified newspaper of general circulation in said county, once a week for two successive weeks prior to the day of sale. When a notice of foreclosure sale is mailed, a copy of such notice shall be served on Trustor by certified mail, return receipt requested, directed to the address specified in the introductory paragraph hereto or such other address given to Beneficiary in writing. A notice shall be deemed complete when such notice is mailed to the aforesaid address, notwithstanding the fact that such mail may be returned as refused or undeliverable. A copy of such notice shall be served by certified mail, at least twenty (20) days prior to the sale, upon any subordinate lien holder who has previously notified Beneficiary by certified mail of the existence of a subordinate lien. The address to which such notice to Beneficiary shall be mailed is the address specified in the introductory paragraph hereto.

(ii) Trustor hereby waives personal service of notice of any sale made hereunder, upon Trustor, its devisees, agents, successors and assigns and also waive the posting of notice of sale at any courthouse.

(d) From the proceeds of any foreclosure sale with respect to any Deed of Trust Property, Trustee shall pay (a) first, the costs and expenses of executing this trust including Beneficiary's and Trustee's legal fees and other expenses, but Trustee shall be entitled to commission, (b) second, to Beneficiary all sums paid for taxes, insurance, repairs and all other costs and expenses incurred or paid under the provisions of this Deed of Trust, together with interest thereof at the rate specified in the Loan Documents from the date of payment, (c) third, to Beneficiary the full amount due and unpaid on the Obligations, and (d) fourth, the balance, if any, to Trustor and its successors and assigns upon delivery of and surrender to the purchasers of possession of the Deed of Trust Property less the expense, if any, of obtaining such possession. If foreclosure proceedings are instituted but not completed, Trustee shall be reimbursed for all costs and expenses incurred by Trustee in commencing such proceedings. Any sale may be adjourned from time to time by oral proclamation by Trustee.

ARTICLE VIII.
Miscellaneous

Section 8.01 Instrument Construed as Mortgage, Etc. With respect to any portions of the Deed of Trust Property located in any state or other jurisdiction the laws of which do not provide for the use or enforcement of a deed of trust or the office, rights and authority of Trustee as herein provided, the general language of conveyance hereof to Trustee is intended and the same shall be construed as words of mortgage unto and in favor of Beneficiary and the rights and authority granted to Trustee herein may be enforced and asserted by Beneficiary in accordance with the laws of the jurisdiction in which such portion of the Deed of Trust Property is located and the same may be foreclosed at the option of Beneficiary as to any or all such portions of the Deed of Trust Property in any manner permitted by the laws of the jurisdiction in which such portions of the Deed of Trust Property is situated. This Deed of Trust may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Liens hereof and the purposes and agreements herein set forth.

Section 8.02 Release of Deed of Trust. Upon a Credit Agreement Termination or the release of the Trustor as a Grantor under the Security Agreement, Beneficiary shall forthwith cause reconveyance, satisfaction and discharge of this Deed of Trust to be entered upon the record at the expense of Trustor and shall execute and deliver or cause to be executed and delivered such instruments of reconveyance, satisfaction and reassignment as may be appropriate. Otherwise, this Deed of Trust shall remain and continue in full force and effect.

Section 8.03 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of Trustee and Beneficiary in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 8.04 Partial Releases. If any of the Deed of Trust Property or Collateral shall be sold, transferred or otherwise disposed of by Trustor in a transaction permitted by the Credit Agreement, then Trustee, at the request and sole expense of Trustor, shall promptly execute and deliver to Trustor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Deed of Trust Property or Collateral.

Section 8.05 Successors and Assigns of Parties. The term "Beneficiary" as used herein shall mean and include Wells Fargo Bank, National Association, and its successors and assigns acting as Administrative Agent for the benefit of any legal owner, holder, assignee or pledgee of any of the Obligations secured hereby. The terms used to designate Trustee, Beneficiary and Trustor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

Section 8.06 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement are used to pay indebtedness secured by any outstanding Lien, security interest, charge or prior encumbrance against the Deed of Trust Property, such proceeds have been advanced by Beneficiary at Trustor's request, and Beneficiary shall be subrogated to any and all rights, security interests and Liens owned by any owner or holder of such outstanding Liens, security interests, charges or encumbrances, irrespective of whether said Liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such other indebtedness by Beneficiary, Trustor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 8.07 Subrogation of Trustee. This Deed of Trust is made with full substitution and subrogation of Trustee and his successors in this trust and his and their assigns in and to all covenants and warranties by others heretofore given or made in respect of the Deed of Trust Property or any part thereof.

Section 8.08 Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 8.09 Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by registered or certified United States mail, postage prepaid, or by personal service (including express or courier service) at the addresses specified at the end of this Deed of Trust (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery at the address and in the manner provided herein, upon receipt; provided that, service of notice as required by the laws of any state in which portions of the Deed of Trust Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice.

Section 8.10 Amendments. Neither this Deed of Trust nor any provision hereof may be waived, amended or modified except in accordance with Section 10.01 of the Credit Agreement.

Section 8.11 Counterparts. This Deed of Trust is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Deed of Trust Property is situated in more than one county, descriptions of only those portions of the Deed of Trust Property located in the county in which a particular counterpart is recorded shall be attached as Exhibit A thereto. An Exhibit A containing a description of all Deed of Trust Property wheresoever situated will be attached to that certain counterpart to be attached to a Financing Statement and filed with the Secretary of State of Delaware in the Uniform Commercial Code Records. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

Section 8.12 **GOVERNING LAW.** **INSOFAR AS PERMITTED BY OTHERWISE APPLICABLE LAW, THIS DEED OF TRUST AND THE OBLIGATIONS SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCLUDING CHOICE OF LAW AND CONFLICT OF LAW RULES); PROVIDED, HOWEVER, THAT THE LAWS OF THE STATE IN WHICH THE DEED OF TRUST PROPERTY OR COLLATERAL IS LOCATED SHALL APPLY TO THE EXTENT OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO THE CREATION, PERFECTION, FORECLOSURE OF LIENS AND ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE DEED OF TRUST PROPERTY OR COLLATERAL.**

SECTION 8.13 **EXCULPATION PROVISIONS.** **EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ**

THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS; THAT IT HAS IN FACT READ THIS DEED OF TRUST AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS DEED OF TRUST; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 8.14 Terms Generally; Rules of Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including" and (f) any reference herein to Articles, Sections and Exhibits shall be construed to refer to Articles and Sections of, and Exhibits to, this Deed of Trust. No provision of this Deed of Trust or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 8.15 Recording. Trustor will cause this Deed of Trust and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such a manner and in such places as Trustee or Beneficiary shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

Section 8.16 Application of Payments to Certain Obligations. If any part of the Obligations cannot be lawfully secured by this Deed of Trust or if any part of the Deed of Trust Property cannot be lawfully subject to the lien and security interest hereof to the full extent of the Obligations, then all payments made shall be applied on said Obligations first in discharge of that portion thereof which is not secured by this Deed of Trust.

Section 8.17 Compliance with Usury Laws. It is the intention of the parties hereto that Beneficiary and all Lenders conform strictly to usury laws applicable to them, and this Deed of Trust is expressly made subject to the provisions of the Credit Agreement pertaining to applicable usury laws. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect, and neither Trustor nor any present or future guarantors, endorsers or other parties now or hereafter becoming liable for payment of the Obligations shall ever be liable for unearned interest thereon or shall ever be required to pay interest thereon in excess of the maximum interest that may be lawfully charged under applicable law from time to time in effect; reference is made to the Credit Agreement for further provisions with respect thereto.

PREPARED BY:

[]

[SIGNATURES BEGIN NEXT PAGE]

WITNESS the following signature EXECUTED this day of , 20 , to be effective as of the day of , 20 .

Trustor:

[]

By: _____
Name: _____
Title: _____

[1625 17th Street, Denver, Colorado 80202]

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on this day of , 20 , by , as of , a , on behalf of said entity.

Witness my hand and official seal

My commission expires: _____ Notary Public _____

SEAL:

Mortgage Signature Page

S-1

Exhibit A

Deed of Trust Property

SERVICES AGREEMENT

This SERVICES AGREEMENT (this “**Agreement**”) dated as of November 10, 2014, is entered into by and among Antero Midstream Partners LP, a Delaware limited partnership (the “**Partnership**”), Antero Resources Midstream Management LLC, a Delaware limited liability company (the “**General Partner**”), and Antero Resources Corporation, a Delaware corporation (“**Antero**”). The Partnership, the General Partner and Antero may be referred to herein individually as “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, the Partnership, directly or indirectly, owns, will own or may own the Facilities (as defined below) described below consisting of gathering pipelines and compressor stations;

WHEREAS, the Partnership desires that Antero perform the Operational Services (as defined below) with respect to the Facilities in accordance with the commercial agreements attached as exhibits to that certain Amended and Restated Contribution Agreement, dated as of November 10, 2014, between Antero and the Partnership, including the Gathering and Compression Agreement (the “**Gathering Agreement**”) and the Right of First Offer Agreement (the “**ROFO Agreement**”) and, together with the Gathering Agreement, the “**Commercial Agreements**”);

WHEREAS, the Partnership and Antero desire to set forth their respective rights and responsibilities with respect to the operation, maintenance and management of the Facilities and the provision of the Operational Services;

WHEREAS, the Partnership desires that Antero perform the Administrative Services (as defined below); and

WHEREAS, the Parties desire to set forth their respective rights and responsibilities with respect to the provision of the Administrative Services.

NOW THEREFORE, in consideration of their mutual undertakings and agreements hereunder, the Parties undertake and agree as follows:

ARTICLE 1 DESCRIPTION OF FACILITIES

1.1 Facilities Description. “**Facilities**” means (i) the Gathering System (as defined in the Gathering Agreement), (ii) any property, equipment or other assets associated with the provision of “**Services**” (as defined in the ROFO Agreement) under the ROFO Agreement, and (iii) any other assets, equipment, accessions and improvements in respect of the foregoing owned, directly or indirectly, by the Partnership and its subsidiaries (collectively, the “**Partnership Group**”). If the Partnership Group acquires or constructs assets beyond the scope of those included in the Facilities or otherwise unrelated to the performance of the Partnership Group’s obligations under the Commercial Agreements, the Partnership and Antero shall enter

into good faith negotiations to determine whether the assets to be acquired or constructed shall be constructed, managed and operated by Antero under this Agreement.

ARTICLE 2 PERFORMANCE OF OPERATIONAL SERVICES

2.1 Antero Duties and Authority. Antero shall manage, subject to the terms of this Agreement and the direction and control of the General Partner, on behalf of the Partnership Group, the operation, maintenance, repair, design, alteration and replacement of the Facilities and of the business processes associated with the Facilities, as more particularly described below.

2.2 Operational Services Provided by Antero. Antero shall provide, or cause to be provided (through contractors, subcontractors or affiliates), the following operational services relative to the Facilities (the “**Operational Services**”).

(a) Antero shall conduct, or cause to be conducted, all operations with respect to the Facilities, and shall procure and furnish, or cause to be procured or furnished, all materials, equipment, services, supplies, and labor necessary for the operation and maintenance of the Facilities, engineering support for these activities, and related warehousing and security, including the following:

- (1) Maintain and operate flow and pressure control, monitoring, and over-pressure protection;
- (2) Maintain, repair, recondition, overhaul, and replace equipment, as needed, to keep the Facilities in good working order;
- (3) Operate the Facilities in a manner consistent with the standard of conduct set forth in Section 4.3; and
- (4) Conduct all other routine day-to-day operations of the Facilities.

(b) Antero shall provide, manage and conduct, or cause to be provided, managed and conducted, the business operations associated with the Facilities, including without limitation, the following:

- (1) Transportation and logistics, including commercial operations;
- (2) Contract administration;
- (3) Gas control;
- (4) Gas measurement;
- (5) GIS mapping;
- (6) Database mapping, reporting and maintenance;

2

- (7) Rights of way;
- (8) Materials management;
- (9) Engineering support (including facility design and optimization); and
- (10) Such other general services related to the Facilities as the Partnership and Antero may mutually agree from time to time.

(c) Antero shall coordinate and direct, or cause to be coordinated and directed, the activities of persons (including contractors, subcontractors, consultants, professionals, service and other organizations) required by Antero to perform its duties and responsibilities hereunder. Such persons may include employees of Antero or its affiliates or employees of one or more third persons.

2.3 Records. Antero will maintain operations, maintenance, and inspection records, accounting records (kept in accordance with generally accepted accounting principles) and source documentation substantiating the Operational Services provided under this Agreement, in compliance with the Subject Laws (as defined in Section 4.3(b) below) and Antero's policies and procedures. Antero shall develop and maintain such records as are required by laws, regulations, codes, permits, or governmental agencies.

2.4 Outside Agency Requests and Other Notices. Should any Party receive notice of a U.S. Department of Transportation ("DOT") or any other governmental agency inspection or request for written comments concerning the Facilities, the Party receiving the notice will notify the other Parties and permit the other Parties' representative to be present at all scheduled inspections and to review all correspondence to or from DOT or other governmental agency and to coordinate any necessary response. Each Party shall as soon as reasonably possible notify the other Parties of the occurrence of any incident, accident, action, loss, or existence of any unsafe or other condition which involves or could involve personal injury or property damage or loss relating to the Facilities or Operational Services. If notice is first given orally under this Section 2.4, the notifying Party shall provide written notice to the other Parties as soon as reasonably possible.

2.5 Environmental Compliance. All operations conducted hereunder shall be in compliance with all environmental laws, rules and regulations of the United States of America and the states where the Facilities are situated.

ARTICLE 3 **PERFORMANCE OF ADMINISTRATIVE SERVICES**

3.1 Agreement to Provide Administrative Services. Antero hereby agrees to provide, or cause to be provided to, the Partnership Group with certain centralized corporate, general and administrative services, such as accounting, audit, billing, business development, corporate record keeping, treasury services, cash management and banking, real property/land, legal, engineering, planning, budgeting, geology/geophysics, investor relations, risk management, information technology, insurance administration and claims processing, regulatory compliance

3

and government relations, tax, payroll, human resources and environmental, health and safety, including without limitation permit filing, support for permit filing and maintenance (collectively, the "Administrative Services" and, together with the Operational Services, the "Services"). Antero shall provide, or cause to be provided to, the Partnership Group with such Administrative Services in a manner consistent in nature and quality to the services of such type previously provided in connection with the Facilities prior to their acquisition by the Partnership Group.

ARTICLE 4 **RELATIONSHIP OF ANTERO AND THE PARTNERSHIP**

4.1 Independent Contractor. Antero is an independent contractor and shall perform the Services hereunder as an independent contractor under the direction and control of the General Partner. Nothing hereunder shall be construed as creating any other relationship between Antero and the Partnership, including but not limited to a partnership, agency or fiduciary relationship, joint venture,

limited liability company, association, or any other enterprise. Neither Party nor its employees shall be deemed to be an employee of the other Party. The Partnership's interest is only in the performance of the Services by Antero in accordance with this Agreement.

4.2 The Partnership's Right to Observe. The Partnership shall at all times have the right to observe and consult with Antero in connection with Antero's performance of its obligations under this Agreement. Further, each of the Parties shall have the right to witness all audits or environmental assessments of the other to be performed on or in connection with the Facilities. The Partnership shall comply with all reasonable requirements of Antero prior to such observation or witnessing, including but not limited to safety requirements.

4.3 Standard of Conduct of Antero.

(a) General Standard. Antero shall (1) perform the Services and carry out its responsibilities hereunder, and shall require all contractors, subcontractors and materialmen furnishing labor, material or services for the operation of the Facilities to carry out their responsibilities in accordance with workmanlike practices common in the Facilities' industry, and (2) exercise the same level of care Antero exercises in the management of its own business and affairs.

(b) Compliance with Procedures and Laws. Antero shall perform the Services under this Agreement in compliance with all laws, permits, rules, codes, ordinances, requirements and regulations of all federal, state or local agencies, court and other governmental bodies, including without limitation the Natural Gas Act, the Pipeline Safety Act of 1968, both as amended, and the regulations and orders of the Federal Energy Regulatory Commission ("FERC") and the DOT, which are applicable to (1) Antero's business (2) any of the Facilities, and (3) the performance of the Services or any other obligation of Antero hereunder (collectively, the "Subject Laws").

4

ARTICLE 5
REIMBURSEMENT AND BILLING PROCEDURES

5.1 Reimbursement by the Partnership. Subject to and in accordance with the terms and provisions of this Article 5 and such reasonable allocation and other procedures as may be agreed upon by Antero and the General Partner from time to time, the Partnership hereby agrees to reimburse Antero for all direct and indirect costs and expenses incurred by Antero and its affiliates (collectively, the "Antero Group") in connection with the provision of the Services to the Partnership Group, including the following:

(a) any payments or expenses incurred for insurance coverage, including allocable portions of premiums, and negotiated instruments (including surety bonds and performance bonds) provided by underwriters with respect to the Facilities, the Partnership Group's other assets or the business of the Partnership Group;

(b) salaries and related benefits and expenses of personnel employed by the Antero Group who render Services to the Partnership Group, plus general and administrative expenses associated with such personnel;

(c) any taxes or other direct operating expenses paid by the Antero Group for the benefit of the Partnership Group (including any state income, franchise or similar tax paid by the Antero Group resulting from the inclusion of the Partnership Group in a combined or consolidated state income, franchise or similar tax report with Antero as required by applicable law as opposed to the flow through of income attributable to the Antero Group's ownership interest in the Partnership Group); *provided, however*, that the amount of any such reimbursement shall be limited to the tax that the Partnership Group would have paid had it not been included in a combined or consolidated group with Antero; and

(d) all expenses and expenditures incurred by the Antero Group as a result of the Partnership becoming and continuing as a publicly traded entity, including costs associated with annual and quarterly reports, tax return and Schedule K-1 preparation and distribution, independent auditor fees, partnership governance and compliance, registrar and transfer agent fees, legal fees and independent director compensation;

it being agreed, however, that to the extent any reimbursable costs or expenses incurred by the Antero Group consist of an allocated portion of costs and expenses incurred by the Antero Group for the benefit of both the Partnership Group and the other members of the Antero Group, such allocation shall be made on a reasonable cost reimbursement basis as determined by Antero.

5.2 Billing Procedures. The Partnership will reimburse Antero, or the members of the Antero Group providing the Services, as applicable (the "Service Provider"), for billed costs no later than the later of (a) the last day of the month following the performance month or (b) thirty (30) business days following the date of the Service Provider's billing to the Partnership. Billings and payments may be accomplished by inter-company accounting procedures and transfers. The Partnership shall have the right to review all source documentation concerning the liabilities, costs, and expenses upon reasonable notice and during regular business hours.

5

ARTICLE 6
TERM AND TERMINATION

6.1 Term. Unless terminated earlier, this Agreement shall continue in effect until the twentieth (20th) anniversary of the

date hereof and from year to year thereafter (with the initial term of this Agreement deemed extended for each of any such additional year) until such time as this Agreement is terminated, effective upon an anniversary of the date hereof, by notice from either Party to the other Party on or before the one hundred eightieth (180th) day prior to such anniversary.

6.2 Termination.

(a) Methods of Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time (1) by mutual written agreement of the Parties and (2) by the Partnership, in its sole discretion.

(b) Effect of Termination. Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate, *provided, however*, that such termination shall not affect or excuse the performance of any party under the provisions of Article 7 which provisions shall survive the termination of this Agreement indefinitely.

ARTICLE 7
INDEMNITY

7.1 Indemnification Scope. IT IS IN THE BEST INTERESTS OF THE PARTIES THAT CERTAIN RISKS RELATING TO THE MATTERS GOVERNED BY THIS AGREEMENT SHOULD BE IDENTIFIED AND ALLOCATED AS BETWEEN THEM. IT IS THEREFORE THE INTENT AND PURPOSE OF THIS AGREEMENT TO PROVIDE FOR THE INDEMNITIES SET FORTH HEREIN TO THE MAXIMUM EXTENT ALLOWED BY LAW. ALL PROVISIONS OF THIS ARTICLE SHALL BE DEEMED CONSPICUOUS WHETHER OR NOT CAPITALIZED OR OTHERWISE EMPHASIZED.

7.2 Indemnified Persons. Wherever “the Partnership” or “Antero” appears as an indemnitee in this Article, the term shall include that entity, its parents, subsidiaries, affiliates, partners, members, contractors and subcontractors at any tier, and the respective agents, officers, directors, employees, and representatives of the foregoing entities involved in actions or duties to act on behalf of the indemnified party. These groups will be the “Partnership Indemnitees” or the “Antero Indemnitees” as applicable, *provided, however*, that the Partnership Indemnitees shall not include Antero, and the Antero Indemnitees shall not include the Partnership or the General Partner. “Third parties” shall not include any Partnership Indemnitees or Antero Indemnitees.

7.3 Indemnifications.

(a) THE PARTNERSHIP SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ANTERO INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, JUDGMENTS, EXPENSES AND COSTS, INCLUDING

6

REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION AND DEFENSE (EACH, A “**LIABILITY**”) (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR (1) DAMAGE, LOSS OR DESTRUCTION OF THE FACILITIES, (2) BODILY INJURY, ILLNESS OR DEATH OF ANY PERSON, AND (3) LOSS OF OR DAMAGE TO EQUIPMENT OR PROPERTY OF ANY PERSON) ARISING FROM OR RELATING TO THE PARTNERSHIP’S OR ANTERO’S PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH LIABILITY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ANTERO INDEMNITEES.

(b) ANTERO SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PARTNERSHIP INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR (1) DAMAGE, LOSS OR DESTRUCTION OF THE FACILITIES, (2) BODILY INJURY, ILLNESS OR DEATH OF ANY PERSON AND (3) LOSS OF OR DAMAGE TO EQUIPMENT OR PROPERTY OF ANY PERSON) ARISING FROM OR RELATING TO ANTERO’S PERFORMANCE UNDER THIS AGREEMENT TO THE EXTENT SUCH LIABILITY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ANTERO INDEMNITEES.

7.4 Damages Limitations. Any and all damages recovered by either Party pursuant to this Article 6 or pursuant to any other provision of or actions or omissions under this Agreement shall be limited to actual damages. CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTIONS AND LOST PROFITS) AND EXEMPLARY AND PUNITIVE DAMAGES SHALL NOT BE RECOVERABLE UNDER ANY CIRCUMSTANCES EXCEPT TO THE EXTENT THOSE DAMAGES ARE INCLUDED IN THIRD PARTY CLAIMS FOR WHICH A PARTY HAS AGREED HEREIN TO INDEMNIFY THE OTHER PARTY. EACH PARTY ACKNOWLEDGES IT IS AWARE THAT IT HAS POTENTIALLY VARIABLE LEGAL RIGHTS UNDER COMMON LAW AND BY STATUTE TO RECOVER CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES UNDER CERTAIN CIRCUMSTANCES, AND EACH PARTY NEVERTHELESS WAIVES, RELEASES, RELINQUISHES, AND SURRENDERS RIGHTS TO CONSEQUENTIAL PUNITIVE AND EXEMPLARY DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW WITH FULL KNOWLEDGE AND AWARENESS OF THE CONSEQUENCES OF THE WAIVER REGARDLESS OF THE NEGLIGENCE OR FAULT OF EITHER PARTY.

7.5 Defense of Claims. The indemnifying Party shall defend, at its sole expense, any claim, demand, loss, liability, damage, or other cause of action within the scope of the indemnifying Party’s indemnification obligations under this Agreement, *provided* that the indemnified Party notifies the indemnifying Party promptly in writing of any claim, loss, liability, damage, or cause of action against the indemnified Party and gives the indemnifying Party authority, information, and assistance at the reasonable expense of the indemnified Party in defense of the matter. The indemnified Party may be represented by its own counsel (at the indemnified Party’s sole expense) and may participate in any proceeding relating to a claim, loss, liability, damage, or cause of action in which the indemnified Party or both Parties are defendants, *provided, however*, the indemnifying Party shall, at all times, control the defense and any appeal or

settlement of any matter for which it has indemnification obligations under this Agreement so long as any such settlement includes an unconditional release of the indemnified

Party from all liability arising out of such claim, demand, loss, liability, damage, or other cause of action and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of the indemnified Party. Should the Parties both be named as defendants in any third-party claim or cause of action arising out of or relating to the Facilities or Services, the Parties will cooperate with each other in the joint defense of their common interests to the extent permitted by law, and will enter into an agreement for joint defense of the action if the Parties mutually agree that the execution of the same would be beneficial.

ARTICLE 8 **NOTICES**

Either Party may give notices to the other Party by first class mail postage prepaid, by overnight delivery service, or by facsimile with receipt confirmed at the following addresses or other addresses furnished by a Party by written notice. Any telephone numbers below are solely for information and are not for Agreement notices.

If to the Partnership to:

Antero Midstream Partners LP
1615 Wynkoop Street
Denver, Colorado 80202
Attn: Chief Financial Officer
Fax: (303) 357-7315

If to Antero to:

Antero Resources Corporation
1615 Wynkoop Street
Denver, Colorado 80202
Attn: Chief Financial Officer
Fax: (303) 357-7315

ARTICLE 9 **GENERAL**

9.1 **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein. No Party may assign or otherwise transfer either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties, which approval shall not be unreasonably withheld, conditioned or delayed.

9.2 **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Colorado, excluding any choice of Law rules which may direct the application of the laws of another jurisdiction.

9.3 **Consent to Jurisdiction, Etc.; Waiver of Jury Trial.** Each of the Parties hereby irrevocably consents and agrees that any dispute arising out of or relating to this Agreement or any related document shall exclusively be brought in the courts of the State of Colorado, in

Arapahoe County or the federal courts located in the District of Colorado. The Parties agree that, after such a dispute is before a court as specified in this Section 9.3 and during the pendency of such dispute before such court, all actions with respect to such dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each of the Parties hereby waives, and agrees not to assert, as a defense in any legal dispute, that it is not subject thereto or that such dispute may not be brought or is not maintainable in such court or that its property is exempt or immune from execution, that the dispute is brought in an inconvenient forum or that the venue of the dispute is improper. Each Party agrees that a final judgment in any dispute described in this Section 9.3 after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by laws. **THE PARTIES HEREBY WAIVE IRREVOCABLY ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY DOCUMENT CONTEMPLATED HEREIN OR OTHERWISE RELATED HERETO.**

9.4 **Non-waiver of Future Default.** No waiver of any Party of any one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

9.5 **Audit and Maintenance of Records; Reporting.** Notwithstanding the payment by the Partnership of any charges, the Partnership shall have the right to review and contest the charges. For a period of two years from the end of any calendar year, the

Partnership shall have the right, upon reasonable notice and at reasonable times, to inspect and audit all the records, books, reports, data and processes related to the Services performed by Antero to ensure Antero's compliance with the terms of this Agreement. If the information is confidential, the parties shall execute a mutually acceptable confidentiality agreement prior to such inspection or audit.

9.6 Entire Agreement; Amendments and Schedules. This Agreement constitutes the entire agreement concerning the subject matter between the Parties and shall be amended or waived only by an instrument in writing executed by both Parties. Any schedule, annex, or exhibit referenced in the text of this Agreement and attached hereto is by this reference made a part hereof for all purposes.

9.7 Force Majeure.

(a) If either Party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than to make payments due, the obligations of that Party, so far as they are affected by force majeure, will be suspended during the continuance of any inability so caused, but for no longer period. The Party whose performance is affected by force majeure will provide notice to the other Party, which notice may initially be oral, followed by a written notification, and will use commercially reasonable efforts to resolve the event of force majeure to the extent reasonably possible.

9

(b) "**Force majeure**" means acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, terrorist acts, fires, coal mining, oil and gas operations, timbering operations, explosions, breakage or accidents to machinery or lines of pipe; freezing of wells on lines of pipe; partial or entire failure of wells or sources of supply of gas; inability to obtain, or unavoidable delays in obtaining, at reasonable cost (unless prepaid by the Partnership) servitudes, right of way grants, permits, governmental approvals or licenses, materials, equipment or supplies for constructing or maintaining facilities; and similar events or circumstances, not within the reasonable control of the Party claiming suspension and which by the exercise of reasonable diligence the Party is unable to prevent or overcome.

(c) The settlement of strikes or lockouts will be entirely within the discretion of the Party having the difficulty, and settlement of strikes, lockouts, or other labor disturbances when that course is considered inadvisable is not required.

9.8 Counterpart Execution. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the Parties hereto.

9.9 Third Parties. This Agreement is not intended to confer upon any person not a Party any rights or remedies hereunder, and no person other than the Parties is entitled to rely on or enforce any representation, warranty or covenant contained herein.

10

The Parties have caused this Agreement to be signed by their duly authorized representatives effective as of the date first written above.

ANTERO RESOURCES CORPORATION

By: /s/ Alvyn A. Schopp
Name: Alvyn A. Schopp
Title: Chief Administrative Officer and Regional
Vice President

ANTERO MIDSTREAM PARTNERS LP

By: Antero Resources Midstream Management
LLC, its general partner

By: /s/ Alvyn A. Schopp
Name: Alvyn A. Schopp
Title: Chief Administrative Officer and Regional
Vice President

ANTERO RESOURCES MIDSTREAM MANAGEMENT LLC

By: /s/ Alvyn A. Schopp
Name:

Title: ~~Chief Administrative Officer and Regional~~
Vice President

Signature Page — Operational and Management Services Agreement
