

**EASEMENT, RIGHT-OF-WAY  
and  
SURFACE DAMAGES AGREEMENT**

This Easement, Right-of-Way and Surface Damages Agreement ("Agreement") is entered into as of 28th 2015, by and between Larry and Roberta Long Family Partnership ("Surface Owner"), whose address is 21044 County Road 8 Hudson CO 80642-8910 and Edge Energy LLC ("Edge"), with offices at 800 18<sup>th</sup> Street, Suite 300, Denver, Colorado 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows:

Township 1 North, Range 65 West of the 6<sup>th</sup> P.M.  
Section 22: NE NW referred to in the Weld Co. Assessor's records as parcel  
#147315000046

For and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees to the terms and provisions set forth as follows:

1. Compensation for Operations; Release of All Claims

Edge shall pay to Surface Owner the sum and perform the obligations set forth in and according to the terms of that certain Letter Agreement by and between Surface Owner and Edge of even date, as full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of Edge drilling and completion operations on the Lands, and its continuing activities for the production and/or transportation of oil, gas, or other hydrocarbons or products associated with such operations and activities including, but not limited to, surface use, access, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, and any and all other reasonable and customary uses of land related to said operations or activities.

2. Acknowledgement or Grant of Right of Way and Easement

Surface Owner acknowledges and understands that Edge, as owner or lessee of the oil and gas estate for the Lands, owns an easement and right-of-way that burdens the Lands, and that Edge has a continuing right and entitlement to construct, own, operate, maintain, repair and replace all flowlines, gathering lines, other pipelines and related equipment that may be necessary or convenient to its operations on the Lands, including but not limited to, constructing, using and maintaining access roads, locations for surface equipment and subsurface gathering lines, pipelines and pipeline interconnections for its operations and activities.

3. Grant of Additional Rights

Surface Owner further agrees that a third party gas gatherer designated by Edge, may exercise the easement rights described herein.

Surface Owner further grants Edge the right to drill oil and gas wells on the Lands that may be horizontal, vertical or directional that produce and drain oil and gas from lands other than the lands covered by the oil and gas lease(s) that include all or a portion of the Lands and to locate, construct, use, and maintain surface equipment, including but not limited to flowlines, compressors, wellheads, and all associated production equipment and facilities, related to transportation of oil and natural gas from lands other than lands covered by leases pooled with the Lands.

4. Restoration

Upon completion of activities by Edge, the premises will be restored to their original condition as nearly as practical. All surface equipment used in the production of oil and gas will be removed. Weather permitting, restoration operations shall begin as soon as feasible following removal of the surface equipment.

5. Waivers

Surface Owner hereby waives its right to and covenants not to protest or object to the use of the surface of the Lands so long as such use is consistent with this Agreement. Furthermore, Surface Owner will provide Edge or its successors and assigns with any and all written support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission or any local jurisdiction.

6. Waiver of Thirty (30) Day Notice

Surface Owner hereby waives the thirty (30) day written notice requirement for operations to begin and any other notice or consultation requirement of the COGCC. Without waiving the foregoing, Operator agrees it will provide an initial notice to Owner after it has submitted a request for permit to drill from the COGCC.

7. Binding Agreement

This Agreement shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

8. Counterpart Signatures

This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

9. Governing Law/Venue

This Agreement shall be interpreted according to the laws of the State of Colorado.

The undersigned have executed this Agreement as of the day first above written.

Surface Owner

By: Lawrence E. Long  
Name: Lawrence E. Long

Edge Energy LLC

By: Steve Enger  
Name: Steve Enger  
Title: President

**ACKNOWLEDGEMENT**

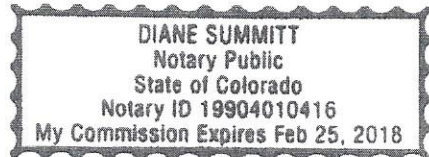
STATE OF Colorado )  
COUNTY OF Adams )ss

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January 2015  
by Lawrence E. Long

Witness my hand and official seal.

Diane Summitt  
Notary Public

My commission expires 02.25.18



STATE OF COLORADO )  
CITY AND )ss  
COUNTY OF Denver )

This instrument was acknowledged before me this 7<sup>th</sup> day of January 2015  
Steve Enger, President of Edge Energy LLC.

Witness my hand and official seal.

Kayla K. Sparks  
Notary Public

My commission expires 12/19/2017

