

**FIRST AMMENDMENT to EASEMENT, RIGHT-OF-WAY
and SURFACE DAMAGES AGREEMENT**

This First Amendment to Easement, Right-of-Way and Surface Damages Agreement ("Amendment") is made and entered into this 11 day of October, 2016, by and between Edge Energy LLC, a Colorado limited liability company ("Operator"), whose address is 621 17th Street, Suite 1401, Denver, Colorado 80293 and Cherry Knolls Estates General Partnership, LLP ("Surface Owner"), whose address is 8791 Circle Drive, Westminster, Colorado 80031. Operator and Surface Owner may be referred to herein individually as a ("Party"), or collectively as the ("Parties").

Whereas, Operator and Surface Owner entered into an Easement, Right-of-Way and Surface Damages Agreement made effective on September 1st, 2015, (the "Agreement") granting certain rights to Operator on lands owned by Surface Owner, that being a portion of Section 33, Township 1 North, Range 65 West, County of Weld, State of Colorado also known as Assessor's Parcel Number 147333300004 (the "Lands"); and

Whereas, Operator and Surface Owner wish to amend the Agreement to change the location, size length and shape of the easements and rights-way for well site, access road, pipeline and any and all other uses, facilities, appurtenances, easements and rights-of-way defined in and granted by the Agreement.

Now Therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Surface Owner and Operator agree as follows:

1. Page 2, Section 2, Paragraph 2, the 4th sentence: *"The Well Site shall be a temporary size of 6.7 acres, more or less, during drilling and completion operations and shall be permanent size of 2.6 acres, more or less, thereafter."* shall be struck in its entirety and replaced with the following sentence: *The Well Site shall be at temporary size of 10 acres, more or less, during drilling and completion operations and shall be a permanent size of 8 acres, more or less, thereafter."*
2. The Exhibit "A" plat and descriptions in the Agreement shall be deleted and struck in their entirety and replaced with the plat on Exhibit "A" of this Amendment, attached hereto and made a part hereof, which will delineate the approximate new location, size, length and shape of the well site, access road, pipeline and any and all other uses, facilities, appurtenances, easements and rights-of-way defined in and granted by the Agreement. All other duties, obligations, rights, privileges, burdens and terms contained in the Agreement shall remain unchanged.

The Parties have executed this Agreement on the day and year first above written.

Cherry Knolls Estates General Partnership, LLP

Signed: _____

By: John J. Vandemoer

Its: MANAGING GENERAL PARTNER

Edge Energy LLC

Signed: _____

By: Steve Enger

Its: President

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 11 day of October by Steve Enger, as President of Edge Energy LLC, on behalf of such limited liability company.

Witness my hand and official seal.

(SEAL)

My Commission Expires:

May 13, 2017

[Handwritten Signature]
Notary Public

LISA L ALBRECHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134030063
MY COMMISSION EXPIRES MAY 13, 2017

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 11 day of October, 2016 by Cherry Knolis GP LLP (name of acknowledging partner or agent), partner (or agent) on behalf of John J Vandemoer (name of partnership), a partnership.

[Handwritten Signature]

NOTARY PUBLIC

Printed Name Carol Lou Vandemoer

My Commission Expires:

November 21, 2018

Carol Lou Vandemoer
Notary Public
State of Colorado
Notary ID 20144044519
My Commission Expires November 21, 2018

Exhibit "A"

To that certain First Amendment to Easement, Right-of-Way and Surface Damages Agreement dated October ____, 2016, by and between Edge Energy LLC and Cherry Knolls Estates General Partnership LLP.

Well Site, Access, Utility and Pipeline Easement and Right-of-Way

**T1N-R65W
Section 33: SW**

