

Town of Windsor, tax parcel #212.00-1-42

County of Broome

State of New York

PIPELINE EASEMENT AGREEMENT

This Pipeline Easement Agreement is made and entered into this 12th day of August, 2010, by and between Hammer Back, LLC, a New Mexico limited liability company, its heirs and assigns, whose address is 610 Reilly Avenue, Farmington, NM 87401 (hereinafter called "Grantor" or "Landowner"), and Laser Northeast Gathering Company, LLC, a limited liability company under the laws of the State of Delaware, with a principal place of business at 321 Spruce Street, Bank Towers, Suite 202, Scranton, Pennsylvania 18503, its successors and assigns, Grantee (hereinafter called "Grantee").

WITNESSETH

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, Landowner hereby grants in favor of Grantee a pipeline easement for a term of twenty (20) years, with one twenty (20) year option to extend the term to be used for the construction of up to two (2) pipelines within the Easement Area, as hereinafter defined, together with the right to survey, lay, reconstruct, operate, inspect, maintain, renew, repair, remove, replace the pipeline(s) covering Landowner's lands located in the Town of Windsor, County of Broome, State of New York, as more particularly described in that certain deed dated October 8, 2009, recorded in the county office where deeds are recorded at Book and Page Number/Instrument Number Deed Book 02296 at Page 0533, and incorporated herein by reference and attached hereto as Exhibit A for a more particular description of said property.

Property Tax or permanent parcel identification numbers: 212.00-1-42, Town of Windsor, County of Broome, State of New York.

The easement is limited and confined to the area referenced on the Instrument Survey Map attached hereto and made a part hereof as Exhibit B ("Easement Area"). In addition to the permanent easement, Landowner also grants Grantee the right to use the construction area, as identified on Exhibit B for a period of twelve (12) months from the date of commencement of construction of the pipeline on the Land, unless extended in writing by the Landowner.

This Pipeline Easement Agreement is subject to that certain Addendum to Pipeline Easement Agreement, Side Letter Agreement (re: Tie In), Side Letter Agreement (re: Use of Easement) and Side Letter Agreement (re: Selective Damages). The Grantee and Grantor will consent upon the reasonable written request of the other, to provide to a judgment creditor, bankruptcy trustee, court of law, taxing authority, or lender a certified copy of the Addendum, its exhibits and all side Agreements and such consent from both the Grantee and the Grantor will not be unreasonably withheld.

The easement and the rights granted herein shall inure to the benefit of the Grantee and its successors or assigns, and to the benefit of each subsequent owner of the pipeline(s). It is intended that the covenants and agreements contained herein are to be covenants running with the Land and affirmatively enforceable against the Land, the Landowner and any heir, successor or assign.

IN WITNESS WHEREOF the Grantor and Grantee have duly executed this Pipeline Easement Agreement the day and year first above written.

Grantee
Laser Northeast Gathering Company, LLC

Michael J. Walsh
By: Michael J. Walsh
Its: CFO

Grantor
Hammer Back, LLC

George Sharpe
By: George Sharpe
Its: Manager

G-2-14

State of New Mexico)
): ss
County of San Juan)

On the 12th day of AUGUST, 2010, before me, the undersigned, personally appeared Hammer Back, LLC, by and through its Manager, George Sharpe personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Heidi A. Hill
Notary Public
My Commission Expires: 10-20-2012

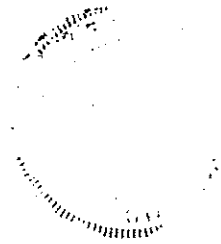


State of New York)
): ss
County of New York)

On the 19th day of August, 2010, before me, the undersigned, personally appeared Laser Northeast Gathering Company, LLC, by and through its authorized representative Michael Walsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Kristi Smullen
Notary Public
My Commission Expires: April 9, 2011

KRISTI SMALLEN
Notary Public, State of New York
Reg #01SM8184112
Qualified in New York County
Term Expires Apr. 9, 2011



County Recorder:
Please return recorded document to: Wright & Reihner, P.C., 148 Adams Avenue, Scranton, PA 18503

Prepared by:
Victor P. Healey, Esq.
Swickard, Ashill & Brunson, LLP
999 Peachtree St., NE
Atlanta, GA 30309

Revised by:
Dwight R. Bell, Esq.
Himm, Howard & Kattel, LLP
PO Box 5250
Binghamton, NY 13902-5250

BARGAIN AND SALE DEED (with Special Warranty)

This indenture is made the 8th day of October, Two Thousand and Nine,

Between HEARTWOOD FORESTLAND FUND III LIMITED PARTNERSHIP, a North Carolina limited partnership having an office or place of business at c/o The Forestland Group LLC, 1512 East Franklin Street, Suite 104, Chapel Hill, NC 27514 ("Grantor"),

And HAMMER BACK LLC, a New Mexico limited liability company having an office or place of business at 610 Reilly Avenue, Farmington, NM 87401 ("Grantee");

WITNESSETH that Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, in hand paid by the party of the second part, receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, its successors and assigns forever, the real property located in Broome County, State of New York and more particularly described in Exhibit A (the "Property") attached hereto and made a part hereof, subject only to those matters set forth on Exhibit B attached hereto and hereby made a part hereof (the "Permitted Encumbrances"), being a portion of that property conveyed by Covenant Against Grantor with Lien Covenant Deed from Mallery Lumber Corp. to Grantor on 30 December 1999 and recorded on 4 January 2000 in Book 1921 at Page 923,

TOGETHER with the appurtenances and all the estate and rights of the party of Grantor in and to said premises,

TO HAVE AND TO HOLD the Property herein granted unto Grantee, its successors and assigns forever.

AND Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under the Grantor, except as aforesaid, but against none other,

AND, that in compliance with Sec. 13 of the Lien Law, Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the

044000.1



same first to the payment of the cost of the improvements, before using any part of the total of the same for any other purpose.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first writing above.

HEARTWOOD FORESTLAND FUND III
LIMITED PARTNERSHIP,
a North Carolina limited partnership

By: Heartwood Forestland Advisors III, LLC,
its general partner

By: The Forestland Group LLC, its manager

By: [Signature] (REAL)
Name: Hunter R. Jenkins
Title: Managing Director

STATE OF Virginia
COUNTY OF Richmond

I, a Notary Public of the County and State aforesaid, do hereby certify that Hunter R. Jenkins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before me this day and acknowledged that he is the Managing Director of The Forestland Group LLC, the sole manager of Heartwood Forestland Advisors III, LLC, a North Carolina limited liability company and the sole general partner of Heartwood Forestland Fund III Limited Partnership, a North Carolina limited partnership, and that he, being authorized to do so, executed the foregoing instrument on behalf of the limited partnership.

WITNESS my hand and official seal, this 21st day of October, 2012.

[Signature]
Notary Public

Print Name: Magen E. Pail

Address: 212 West Cary St., C

Richmond, VA 23221
Phone: 813-151-1242



EXHIBIT A

Tax Parcel ID Numbers

<u>Tract Names</u>	<u>Parcel ID</u>
Banks Road	181.02-1-34
Beaver Lake	187.00-2-27
Berryberry Lot	203.00-1-3
Coddington	183.00-1-5
Creston Hill	183.00-1-15
Dow Dec.	202.04-1-13
Golf Summit	234.00-1-22
Hall	181.03-1-18
Hilbard	195.00-1-24
Island	196.00-1-182
Madsen Lot	187.01-1-192
Mountain Road	150.04-1-17
Phillips Road	212.00-1-42
Tower	183.00-1-4
Tina	196.00-1-24
Tractora	200.00-1-1
Warden	167.00-1-26

CONTRACT
CONTRACT

Challenge Road

ALL THAT BEING OR PART OF LAND ALIEN IN THE TOWN OF
WILMINGTON, COUNTY OF NEWCASTLE AND STATE OF NEW YORK, BOUND AND
DESCRIBED AS FOLLOWS: Commencing at a point in the center line of
Challenge Road which point is approximately one thousand two
hundred fifty (1250) feet from the point of intersection of the
center line of the said Challenge Road with the center line of the
said White Road, thence southwesterly along the center line of
the said Challenge Road, one thousand eight hundred and forty (1840)
feet to a point thence westerly one thousand four hundred and
fifty (1450) feet to a point, thence westerly one thousand seven
hundred and forty-five (1745) feet to a point, thence westerly
one thousand seven hundred and thirty-two (1732) feet to a point
thence westerly one thousand five hundred and thirty-two (1532) feet
to a point in the center line of the said White Road, thence
westerly along the center line of the said White Road, eight
hundred and twenty (820) feet to a point, thence westerly one
thousand and twenty-five (1025) feet to a point, thence westerly
one thousand and thirty-five (1035) feet to the point of beginning,
containing 173.3 acres of land, more or less, as
surveyed by John C. Cline, Land Surveyor, December, 1882.

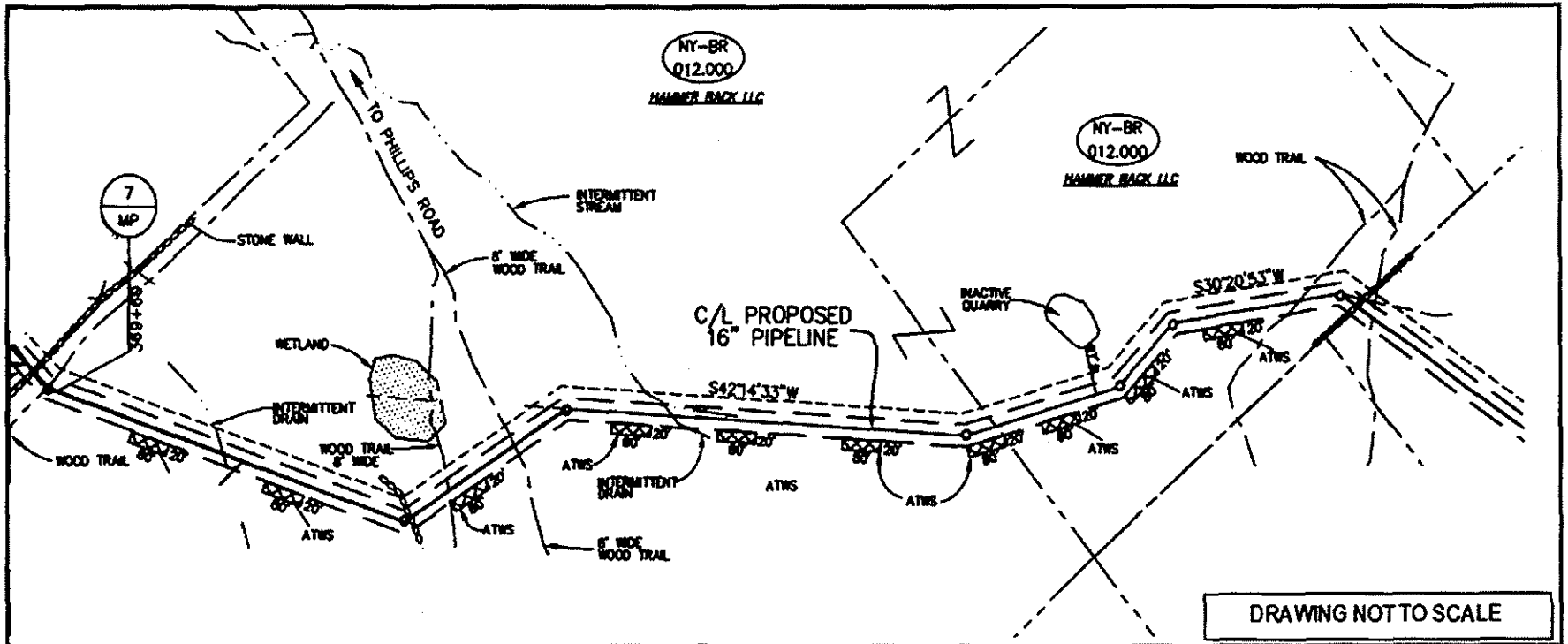
BEARING AND DISTANCE FROM THE ABOVE DESCRIBED
SECTION, VIA SAID POINT OF INTERSECTION OF THE TOWN OF WILMINGTON,
COUNTY OF NEWCASTLE AND STATE OF NEW YORK, BOUND AND DESCRIBED AS FOLLOWS:
Commencing at a point in the center line of Challenge Road which
point is approximately one thousand five hundred and eighty-four
(1584) feet from the point of intersection of the center line of the
said Challenge Road with the center line of the said White Road and
which point is also 845 feet from the center line of the property
now or formerly of A. DeWitt,
thence S 84° 31' 00" W a course of 1000 feet to a point, thence
S 87° 21' 00" W a distance of 1000 feet to a point, thence
S 84° 31' 00" W a distance of 1000 feet to a point, thence
S 87° 21' 00" W a distance of 1000 feet to a point, thence
S 84° 31' 00" W a distance of 1000 feet to the point of beginning,
containing 1000 (10) acres of land.

BEING THE SAME AS THE ABOVE DESCRIBED
SECTION, VIA SAID POINT OF INTERSECTION OF THE TOWN OF WILMINGTON,
COUNTY OF NEWCASTLE AND STATE OF NEW YORK, BOUND AND DESCRIBED AS FOLLOWS:
Commencing at a point in the center line of Challenge Road which
point is approximately one thousand five hundred and eighty-four
(1584) feet from the point of intersection of the center line of the
said Challenge Road with the center line of the said White Road and
which point is also 845 feet from the center line of the property
now or formerly of A. DeWitt,
thence S 84° 31' 00" W a course of 1000 feet to a point, thence
S 87° 21' 00" W a distance of 1000 feet to a point, thence
S 84° 31' 00" W a distance of 1000 feet to a point, thence
S 87° 21' 00" W a distance of 1000 feet to a point, thence
S 84° 31' 00" W a distance of 1000 feet to the point of beginning,
containing 1000 (10) acres of land.

Reading and referring that portion of the above contract
surveyed by John C. Cline in Wilmington, New York, and recorded in
the New York State Office on September 27, 1882, and recorded in
the New York State Office on September 27, 1882 in Book 1801
page 113, the same being the same as the above described
contract surveyed by John C. Cline in Wilmington, New York, and
recorded in the New York State Office on September 27, 1882 in
Book 1801 of page 113.

EXHIBIT B

NY-BR-012.000



TOWN OF WINDSOR, BROOME COUNTY, NY
TAX ID: 212.000-1-42 DEED - L 2296 P. 533
PIPE LENGTH = 2902'±
PERMANENT EASEMENT=2.66± ACRES
TEMPORARY WORKSPACE=1.33± ACRES
ADDITIONAL TEMPORARY WORKSPACE=0.37± ACRE

LASER NORTHEAST GATHERING COMPANY, LLC

Town of Windsor, tax parcel # 212.00-1-42

County of Broome

State of New York

ADDENDUM TO PIPELINE EASEMENT AGREEMENT

Attached to and made a part of that certain Pipeline Easement Agreement entered into this 12th day of August, 2010, this Addendum to Pipeline Easement Agreement is made this 12 day of August, 2010, being the effective beginning date of the Easement, between Hammer Back, LLC, a New Mexico limited liability company, its heirs and assigns, Grantors (hereinafter referred to collectively as "Grantor" or "Landowner") and Laser Northeast Gathering Company, LLC, a limited liability company under the laws of the State of Delaware, with its principal place of business at 321 Spruce Street, Bank Towers, Suite 202, Scranton, Pennsylvania 18503, its successors and assigns, Grantee (hereinafter "Grantee").

WITNESSETH

I. **GRANTING CLAUSE:** In consideration of the payment to the Landowner of the sum of One Dollar (\$1.00) and other good and valuable consideration, Landowner hereby grants to Grantee, its successors, and assigns, a non-exclusive easement as described and circumscribed herein for the purpose:

A. to survey, construct, lay, reconstruct, operate, inspect, maintain, renew, repair, remove, replace, up to two (2) pipelines, 16 inches in diameter, within the permanent easement (as defined herein), for the purpose of transporting locally produced natural gas and its natural constituents and all related above and below ground appurtenances including but not limited to, vents, markers, fittings, tie-overs, cathodic protection, connecting valves and related piping (collectively the "Pipeline(s)"). Above ground appurtenances shall be limited to those delineated on the attached drawing. Any additional above-ground appurtenances including but not limited to condensers, condensing stations, compressors, and other buildings or devices that may later be sought by Grantee shall be separately negotiated.

B. to perform pre-construction work under, on, across and through the easement; and

C. for ingress to and egress from the easement area via the easement and by means of existing or future public roads crossing the easement unless otherwise specifically provided herein or negotiated with Grantor.

Landowner's property is situate in the Town of Windsor, County of Broome, State of New York, as more particularly described in that certain deed dated October 8, 2009, recorded in the county office where deeds are recorded at Book and Page Number / Instrument Number, Deed Book 02296 Page Number 0533, and attached hereto and made a part hereof as Exhibit A and incorporated herein by reference for a more particular description of said property, but this easement is limited and confined to the instrument survey map attached hereto and made a part hereof as Exhibit B (hereinafter "Instrument Survey Map").

Property tax or permanent parcel identification numbers: 212.00-1-42, Town of Windsor, County of Broome.

II. PERMANENT EASEMENT AREA: The easement area shall be a strip of land as shown on the attached survey map, approximately twenty (20) feet wide on each side of the pipeline [total width of permanent easement shall not exceed forty (40) feet], no deeper than twenty (20) feet in depth and with a length and location as shown on the said map. Upon completion of the initial construction, and as a condition of this easement, the Grantee shall record in the office where deeds are recorded an "as built", metes and bounds, instrument survey, showing clearly the centerline of the pipeline, and showing pins at all points of any course changes and where the easement intersects with the boundary of any other parcel of property, and/or any right of way, including roads, power lines, communication lines and the like, and such recording shall be cross referenced to this easement, matching the Instrument Survey Map.

III. TEMPORARY CONSTRUCTION EASEMENT: In addition to the permanent easement area as defined above, Landowner grants Grantee a temporary easement as shown on the Instrument Survey Map

to initially construct the pipeline in the conduct of all activities incident to said initial construction thereto, including restoration or clean-up activities. When the temporary construction easement is utilized, the Grantee shall pay for damage as set out in Clause IX below entitled "DAMAGES." Said temporary easement shall expire twelve (12) months after the commencement of the construction of the pipeline unless extended in writing by the Grantor.

IV. LANDOWNER'S RIGHT OF POSSESSION: The top of the pipeline, including all systems which are part of it and other appurtenances reasonably required, shall be buried at least thirty-six (36) inches below the surface of the land, and at least forty-eight (48) inches below the surface of active agricultural land and at least sixty (60) inches under logging access roads or log skidding, landing areas and stream crossings, except in consolidated rock where twenty-four (24) inches of cover is acceptable. Landowner shall not materially change the depth of cover over the easement area of the installed pipeline, as defined above, without the written consent of the Grantee and shall not place or permit to be placed any temporary or permanent structure of any kind, including but not limited to buildings, mobile homes, lakes and ponds, trees, paved roads or the like on or over the easement area of any installed pipeline, and shall not store any materials of any kind on the easement area without the prior written consent of the Grantee, which consent shall not be unreasonably withheld. Gates and fences on the easement area shall not be considered obstructions. Grantee shall have the right to remove any such obstruction within the easement upon thirty days written notice to Grantor, unless exigent circumstances require immediate removal. If not stated herein the Grantor shall have no restriction of its activities within the easement area or Grantor's remaining lands unless the Grantor shall be paid additional compensation, to which Grantor then agrees, for the loss of the right to engage in such activities. Grantee acknowledges that the Grantor may actively operate a farm on the premises and that Grantee shall bury the pipeline of sufficient depth that the Grantor his heirs, successors and assigns will not be restricted in the weight of machinery crossing the pipeline. Upon the written request of the Grantor, given prior to the commencement of construction, the Grantee shall include and shall construct at least one heavy weight crossing of the

pipeline for every one thousand feet of pipeline on the property.

V. TESTING AND PRESERVATION OF DATA: Prior to the commencement of any activities on the site of the easement, the Grantee shall complete a soil survey, including tests for types, depth, fertility, ph and such other values as the Grantor may reasonably require after consultation with a qualified expert, a contour survey and a hydrology survey of the movement of water in and over the ground in the area impacted by the easement. Grantee shall also conduct pre- and post-construction (within two (2) months of completion of construction work restoration) testing of water, streams, ponds, and springs and other water sources within five hundred (500) feet of the easement. As to all properties with dwellings that have potable water sources supplied to the dwelling, Grantee shall also test such potable water sources supplied to the dwelling. Grantee shall be strictly liable for any diminution of the quality or quantity of air, soil, water, water wells, streams, ponds, springs, aquifers or water sources becoming apparent at any time during or after construction of the pipeline or any work thereon at any time, only if said diminution was caused by the activities of the Grantee, or its invitees, employees, contractors, subcontractors, or agents upon the premises. If the testing required herein is not performed then any adverse water quality or quantity shall be irrebuttably presumed to have been caused by the Grantee. Photographs and video, showing the date and time of their taking, shall be made in detail of the entire site before, during and after construction, and shall be stored by the Grantee, with copies delivered to the Grantor concurrently, to assure that the site is restored to its former conditions under the terms of this easement. Upon written request of the Grantor, the Grantee shall provide copies of the results of any tests referenced in this easement.

VI. EROSION: Temporary erosion controls shall be installed and maintained before and during any disturbance of soil. All erosion controls and devices will comply with the standard of construction site erosion control regulations as adopted by Federal and applicable state regulatory agencies, applicable to construction, maintenance or operation of a pipeline easement. Temporary diversions shall be maintained during the construction phase and inspected on a regular basis to ensure proper functioning. Any devices

damaged will be repaired promptly.

VII. SURRENDER: Grantee, or its successors or assigns, has the right to surrender this easement at any time. In the event that the Grantee, or its successors or assigns, surrenders the pipeline or the easement, this Agreement shall terminate and Grantee shall have no further rights hereunder, but shall have the continuing obligations as set forth herein subject to regulatory/governmental approval. If Grantee surrenders this easement and any remaining payments are unpaid to Grantor, including but not limited to the annual payments for the balance of the then existing term, said payments shall be immediately due and payable in a lump sum. Unless agreed to in writing by the Grantor, no pipelines shall be left in place, but shall be removed and properly disposed of off site with the property restored to a condition at least equal to its condition prior to the installation of the pipeline. If agreed to in writing by the Grantor, a pipeline may be left in place, provided that: it is totally purged of all contents in the most stringent of then-applicable environmental standards; it is severed at each property line, with at least two feet of pipe removed at each point of severance; and each corresponding opening of the pipe, as well as the pipe's beginning and end, to be permanently sealed with a welded or bolt-clamped steel end cap. In addition, if a property contains in excess of 3000 feet of pipeline, the pipeline shall be severed and sealed as above in one additional location on said property.

VIII. RESERVATION OF RIGHTS: Grantor forever reserves any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid pursuant to this agreement and, further, Grantor forever preserves its right against Grantee for any present or future statutory, regulatory, judicial or contractual obligation Grantee has, or may have, to provide natural gas service from any of Grantee's pipelines to any and all improvements now or later on Grantor's property described above. This provision is not intended to give any additional rights to Grantor that it does not already possess or may possess in the future under any statute or regulation.

IX. DAMAGES: Grantee agrees to restore and repair any damage to fences, tile drains, drainage, hydrology, timber, crops, habitat, and any improvements and the like caused by the activities conducted

pursuant to this easement, or at the election of the Grantor, the Grantee shall pay for the damages thereof, which damages shall include the actual and complete cost of replacement and installation of all property damaged and the loss of their use, as well as consequential and incidental damages. Grantee shall pay the reasonable cost of Grantor's attorney fees, expert witnesses, and court costs and fees, if Grantor prevails in any suit to determine and to recover payment for such damages or to enforce the terms of this easement and/or the restoration and repair of the area and items damaged. Grantee shall not be considered in default of any provisions of this easement related to monetary payments and property restoration, unless and until Grantee fails to cure any monetary default within fifteen (15) days after receipt of written notice of said monetary default, and for property restoration, ninety (90) days after receipt of written notice of said restoration default. Grantor shall have the continuing right to use the easement area for the growing of crops or as a cultivated wildlife meadow, but the Grantee shall have the right, without additional compensation to the Grantor, to keep the easement clear of all trees and brush, but by cutting only. Grantee shall remove or leave on site the cuttings at the direction of the Grantor. Grantee acknowledges that the damages which may arise from the failure of the Grantee to perform its obligations may cause damages for which restoration is required. In such circumstances the Grantor shall have the option of receiving a mutually agreed upon amount of money for the damages or electing to require that the Grantee take all reasonable measures to completely repair or restore the property damaged. This paragraph shall survive the termination, expiration, or surrender of this Easement.

X. **INDEMNITY:** Grantee shall indemnify, defend and hold harmless the Landowner, its successors and assigns from and against any and all losses, claims, demands, suits, judgments, fines or penalties, which accrue or arise from the negligence or willful misconduct of Grantee, its invitees, its contractors, sub-contractors, employees and agents in their conduct in any way, directly or indirectly, relating to the easement. This paragraph shall survive the termination, expiration, or surrender of this Easement.

XI. **INSURANCE:** The Grantee shall maintain insurance on the pipeline and the easement premises during the life of this easement and continuously thereafter until the pipeline is properly removed or

surrendered and disabled in compliance with the terms of this easement. Said insurance shall be in an amount of at least \$5,000,000.00 for personal injury and property damage per occurrence. Grantee shall provide a certificate of insurance upon request in writing by Grantor. Grantee shall name Grantor as an additional insured under the afore-mentioned policy provided that Grantor notifies Grantee in writing of its desire to be named as an additional insured each year by a date to be provided by Grantee.

XII. BOND: The Grantee, before construction begins and during construction and restoration shall post a performance bond in the amount of two (2) times the cost of construction and restoration of the pipeline to insure that such construction and restoration are carried out in compliance with the terms of this Easement.

XIII. TIMBER AND BIOTA: The Grantee shall pay to the Grantor, as additional compensation, the full fair market value of all timber and wood located on the easement and cut therefrom. All timber shall be harvested under the supervision of a professional forester hired and paid by the Grantor. All stumps shall be disposed of in a manner required by Grantor's forester and at the sole expense of the Grantee. Grantee shall not use or apply, directly or indirectly, itself or through its agents or subcontractors nor allow the application of any pesticides, herbicides, or biocides onto the easement area. At the completion of construction as well as any land- disturbing maintenance of the pipeline, the land shall be restored within six (6) months to its pre-existing crop productive soil capability through the implementation, at Grantee's expense, of the NYS Department of Agriculture and Markets "Pipeline Right-of-Way Construction Projects Mitigation Plan", REV 11-97.

XIV. NOISE STANDARDS: Grantee agrees to comply with the noise abatement standards as contained in the Town of Windsor, New York noise ordinance enacted on July 12, 2010. No Surface use by the Grantee of the easement area shall be allowed without a separate surface rights agreement or unless specifically provided for herein.

XV. SUCCESSORS: All rights and duties under the Pipeline Easement Agreement and this Addendum shall benefit and bind Landowner and Grantee and their respective heirs, successors and assigns. This easement shall be and is indivisible by Grantee but not Grantor; and any assignment thereof by Grantee shall be of the whole amount only. Grantor reserves the exclusive right to grant additional easements of any kind or nature to others over the easement area so long as such grant does not violate state or federal law and does not materially interfere with Grantee's use of the easement herein or with Grantee's access to its pipeline(s).

XVI. COMPLIANCE WITH LAW: The grantee, its successors and assigns shall at all times comply with all local, state and federal laws including but not limited to those applicable to the environment, insurance, the land, the air, the water, and to pipelines. Grantee agrees to indemnify Grantor for any liability resulting from Grantee's failure to comply with the afore-referenced laws.

XVII. CONSTRUCTION AND RESTORATION SPECIFICATIONS: The Grantee shall construct and maintain the pipeline herein under a plan which shall meet or exceed the provisions set forth in NYS Department of Public Service Official Publication entitled Environmental Management and Construction Standards and Practices for Underground Transmission and Distribution Facilities in New York State, rev Feb 28, 2006, and for farmlands, in addition to the aforereferenced publication, the NYS Department of Agriculture and Markets Official Publication entitled "Pipeline Right-of Way Construction Projects, Agricultural Mitigation Through the Stages of Project Planning, Construction/Restoration and Follow-up Monitoring ", Rev 11-97 shall apply.

XVIII. VENUE AND APPLICABLE LAW: The easement shall be governed by the laws of the state where the property is situate, except that for properties in New York, all actions and proceedings or any other application for relief shall be brought in the Supreme Court of New York State in and for Broome County, and for properties in Pennsylvania, all actions and proceedings or any other application for relief shall be brought in the Court of Common Pleas of Susquehanna County. The Grantor shall be entitled to

jury trial thereon. The Grantee agrees that no action or proceeding shall be removed to Federal District Court of the United States of America unless the Grantor has separately and expressly agreed in writing.

XIX. **BANKRUPTCY:** In the event that the Grantee shall file for protection from its creditors under the laws of the United States or any jurisdiction, foreign or domestic, then this easement shall not be modified.

XX. **DURATION:** This easement shall last for only so long as the easement is not surrendered but in no case longer than twenty (20) years with an option to extend the easement for an additional twenty (20) years upon Grantee's sole election, continued payment of the Annual Compensation as defined below, and so long as the Grantee is not in any material violation of this Easement at the time of the exercise of the option herein.

XXI. **COMPENSATION:** The Grantor herein selects the following option as set forth more fully on Exhibit C:

- Option 1 _____:
- Option 2 X . *GFS*

If the Grantor elects a payment option which includes annual compensation, the Grantee shall pay to the Grantor an annual rental payment as reflected in Exhibit C and as selected by Grantor, multiplied by the number of feet of the pipeline on the premises of the Grantor. If applicable, the first rental payment shall be due on the first anniversary of the date of commencement of operations.

XXII. **PARTIES:** The easement shall run to the benefit of the parties, their heirs, successors and assigns. The use of the word Grantor or Grantee shall in all cases include their heirs, successors, and assigns. This Easement shall not be effective unless signed by all parties to it.

XXIII. **DUE AUTHORITY:** The parties herein hereby affirm under penalty of perjury that they have due authority to enter into this easement, that the signer has obtained the permission and authority to sign

on behalf of whomever he or she is signing, and that the signing and performance contemplated by and under this easement does not violate any law under which it is organized, any certificate of incorporation, by-law, organizing document, operating agreement, or contract affecting the parties.

XXIV. REAL ESTATE TAXES, ASSESSMENTS AND SUBSIDIES: Grantee shall be responsible for and indemnify Grantor for any negative real estate tax effect suffered by Grantor as a direct result of the easement and the installation of the pipeline(s). This obligation shall be for any increase in real estate taxes whether they be local, state, federal, school or any other, as well as any roll back real estate taxes, eviction from any real estate tax reduction programs, special real estate tax classes or involvement in any local, state or federal program. Additionally, Grantee shall pay and indemnify Grantor for any new real estate tax assessment and any increased real estate assessments directly related to the easement and the installation of the pipeline(s). Grantee shall not have any obligation for any state and federal income taxes that may be due by Grantor as a result of any payments made pursuant to this easement. This obligation shall extend to any recapture or involvement in any local state or federal subsidy programs relating to the real property herein. Grantor agrees to allow Grantee to enter an appearance on behalf of Grantor or in conjunction with Grantor, in order to contest any tax levied upon the property described herein.

XXV. WHOLE EASEMENT: The terms and conditions contained in the Pipeline Easement Agreement, as well as this Addendum, any attachments to the Pipeline Easement Agreement and this Addendum, and any written agreements including, but not limited to, the Side Letter Agreement (re: Use of Easement), and the Side Letter Agreement (re: Selective Damages), contemporaneously entered into between the parties, constitute the entire Agreement between the parties concerning the subject matter of the Easement and said documents supersedes any and all prior oral or written understanding. Neither party has relied upon any oral or written statement not contained in the Pipeline Easement Agreement, this Addendum or in an attachment to this Easement. The Pipeline Easement Agreement and this Addendum shall be modified only in writing and only upon signatures of both parties. The Pipeline Easement Agreement, this Addendum and its side agreements may be executed in three original copies, any one of

which shall be regarded as an original for evidentiary purposes or for title purposes and no party shall require more than one original to prove the terms herein or in any side agreement. The Grantee and Grantor will consent, upon the reasonable written request of the other, to provide to a judgment creditor, bankruptcy trustee, court of law, taxing authority, or lender a certified copy of this Addendum to Pipeline Easement Agreement, its exhibits, and all side agreements and such consent by both the Grantee and Grantor will not be unreasonably withheld.

XXVI. NOTICE: Any notices required herein shall be given in writing via certified US mail, return receipt requested or any form of overnight delivery requiring a signature and shall be made to the following:

Grantors: Hammer Back, LLC
610 Reilly Avenue
Farmington, NM 87401

Grantee: Laser Northeast Gathering Company, LLC
321 Spruce Street
Bank Towers Ste 202
Scranton, PA 18503

Notice is effective upon receipt. Either party may change its address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.


XXVII. RECORDING AGREEMENT: The parties hereto agree that an integral part of the negotiations included the agreement that this Addendum and the side agreements/exhibits entered into on this date would not be filed of record with the County Clerk. Both parties agree not to file this document or any of the side agreements with the County Clerk or with any other entity. The parties further agree not to post/upload/copy and paste this document and side agreements/exhibits electronically to any website or blog or publish or record in any other manner. The filing, uploading, posting of this document or any side agreements by the Grantor with the County Clerk or to any internet website shall terminate any obligation that the Grantee has to pay any additional amounts after the date of such filing and/or posting/uploading.

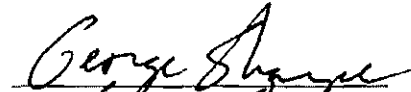
To have and to hold the easement herein granted unto the Grantee, its heirs, successors and assigns of the party of the second part forever.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Addendum to Pipeline Easement Agreement the day and year first above written.

Grantee
Laser Northeast Gathering Company, LLC

Grantor
Hammer Back, LLC

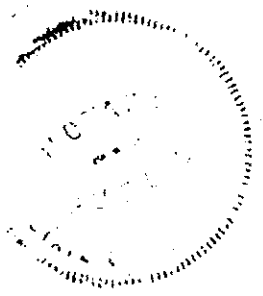

By: Michael J. Walsh
Its: CFO


By: George Shady
Its: Manager

State of New Mexico)
): ss
County of San Juan)

On the 12th day of AUGUST, 2010, before me, the undersigned, personally appeared Hammer Back, LLC by and through its Manager George Sharpe personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Heidi A. Hill.
Notary Public
My Commission Expires: 10-20-2012



New York
State of ~~Pennsylvania~~)
New York) : ss
County of ~~Susquehanna~~)

On the 17th day of August, 2010, before me, the undersigned, personally appeared Laser Northeast Gathering Company, LLC, by and through its authorized representative Michael Walsh personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Kristi Smullen
Notary Public
My Commission Expires: 4/9/2011

KRISTI SMALLEN
Notary Public, State of New York
Reg #01SM6164112
Qualified in New York County
Term Expires Apr. 9, 2011

Prepared by:
Victor F. Halsey, Esq.
Sutherland, Asbill & Brennan, LLP
999 Peachtree St., NE
Atlanta, GA 30309

Reviewed by:
Dwight R. Bell, Esq.
Herman, Howard & Kattel, LLP
PO Box 5230
Binghamton, NY 13902-5230

BARGAIN AND SALE DEED (with Special Warranty)

This indenture is made the 8th day of October, Two Thousand and Nine,

Between HEARTWOOD FORESTLAND FUND III LIMITED PARTNERSHIP, a North Carolina limited partnership having an office or place of business at c/o The Forestland Group LLC, 1512 East Franklin Street, Suite 104, Chapel Hill, NC 27514 ("Grantor"),

And HAMMER BACK LLC, a New Mexico limited liability company having an office or place of business at 610 Reilly Avenue, Farmington, NM 87401 ("Grantee");

WITNESSETH that Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, in hand paid by the party of the second part, receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, its successors and assigns forever, the real property located in Broome County, State of New York and more particularly described in Exhibit A (the "Property") attached hereto and made a part hereof, subject only to those matters set forth on Exhibit B attached hereto and hereby made a part hereof (the "Permitted Encumbrances"), being a portion of that property conveyed by Covenant Against Grantor with Lien Covenant Deed from Mallery Lumber Corp. to Grantor on 30 December 1999 and recorded on 4 January 2000 at Liber 1921 at Page 923,

TOGETHER with the appurtenances and all the estate and rights of the party of Grantor in and to said premises,

TO HAVE AND TO HOLD the Property herein granted unto Grantee, its successors and assigns forever.

AND Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under the Grantor, except as aforesaid, but against none other.

AND, that in compliance with Sec. 13 of the Lien Law, Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the

840000.1



same first to the payment of the cost of the improvement, before using any part of the total of the same for any other purpose.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first written above.

HEARTWOOD FORESTLAND FUND III
LIMITED PARTNERSHIP,
a North Carolina limited partnership

By: Heartwood Forestland Advisors III, LLC,
its general partner

By: The Forestland Group LLC, its manager

By: [Signature] (SEAL)
Name: Hunter E. Jenkins
Title: Manager

STATE OF Virginia
CITY OF Richmond

I, a Notary Public of the County and State aforesaid, do hereby certify that Hunter E. Jenkins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before me this day and acknowledged that he is the Managing Director of The Forestland Group LLC, the sole manager of Heartwood Forestland Advisors III, LLC, a North Carolina limited liability company and the sole general partner of Heartwood Forestland Fund III Limited Partnership, a North Carolina limited partnership, and that he, being authorized to do so, executed the foregoing instrument on behalf of the limited partnership.

WITNESS my hand and official seal, this 21st day of October, 2013

[Signature]
Notary Public

Print Name: Margen E. Paul

Address: 1015 West Cary St. C
Richmond, VA 23221
Phone: 01 801 2013



EXHIBIT 'A'

Tax Parcel ID Numbers

<u>Tract Name</u>	<u>Parcel ID</u>
Burns Road	181.00-1-34
Beaver Lake	197.00-2-27
Hawberry Lot	200.00-1-3
Coddington	143.00-1-5
Crosson Hill	183.00-1-15
Dow Dec.	202.04-1-13
Golf Summit	234.00-1-22
Hall	181.03-1-18
Hibbard	196.00-1-24
Island	196.00-1-18
Marble Lot	187.01-1-19
Minnesota Road	190.04-1-17
Phillips Road	212.00-1-42
Tower	183.00-1-4
Trina	196.00-1-24
Thompson	200.00-1-1
Wooden	167.00-1-26

LOUISIANA
CERTIFICATE

(Phillips Road)

THE STATE OF LOUISIANA, Parish of East Feliciana, in the town of Madison, County of Iberville and State of New York, bounded and described as follows: Commencing at a point in the center line of Phillips Road which point is substantially one thousand two hundred and thirty-five (1235) feet from the point of intersection of the center line of the said Phillips Road with the center line of the said White Road, and thence southwesterly along the center line of the said Phillips Road, one thousand eight hundred and forty (1840) feet to a point; thence westerly one thousand four hundred and fifty (1450) feet to a point; thence northerly one thousand seven hundred and thirty-five (1735) feet to a point; thence southwesterly one thousand three hundred and thirty-five (1335) feet to a point in the center line of the said White Road, thence northerly along the center line of the said White Road, eight hundred and twenty (820) feet to a point; thence southwesterly one thousand two hundred and thirty-five (1235) feet to a point; thence westerly one thousand two hundred and thirty-five (1235) feet to the point of beginning. Containing 173.3 acres of land, more or less, as surveyed by Bruce Clark, Land Surveyor, December, 1882.

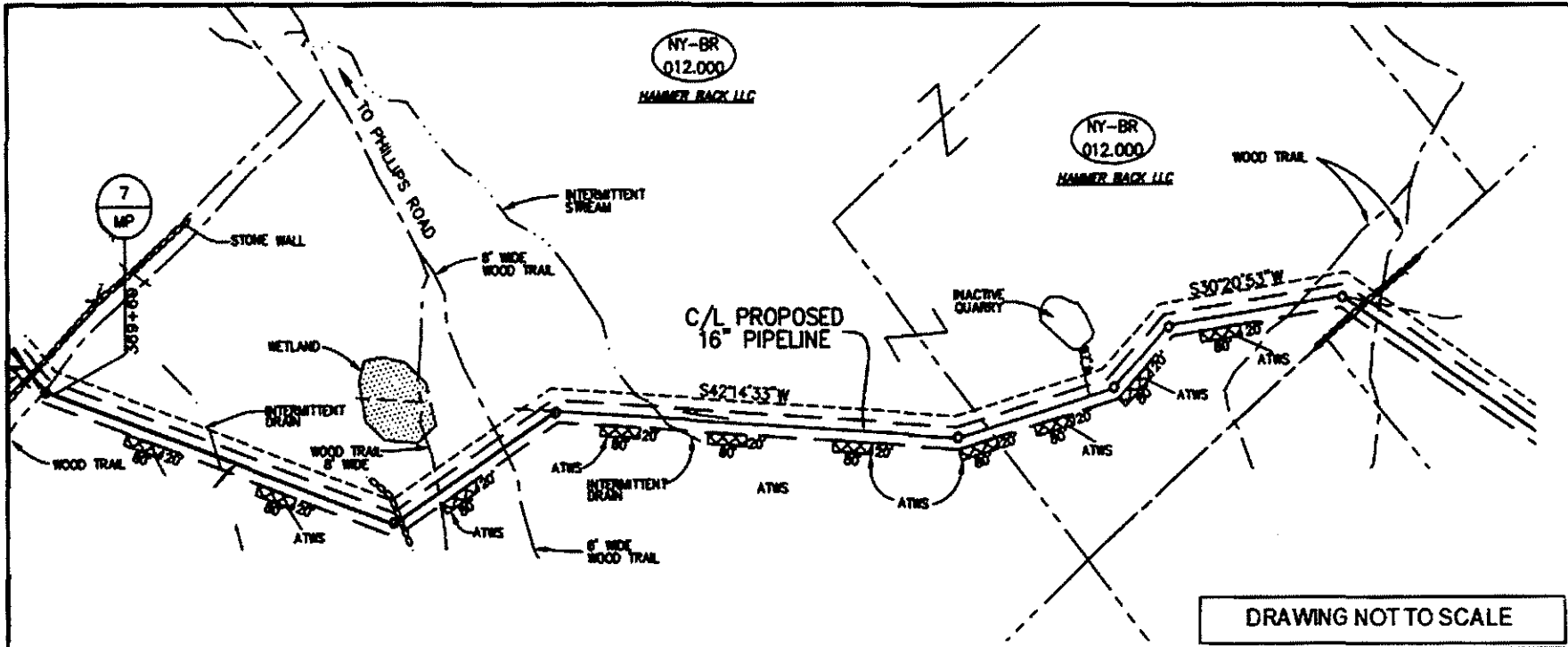
BEFORE ME, Notary Public for the Parish of East Feliciana, this 10th day of March, 1883, appeared the above described parties, who were sworn to the truth of the facts in the foregoing description of the land and State of New York, bounded and described as follows: Commencing at a point in the center line of Phillips Road which point is substantially one thousand two hundred and thirty-five (1235) feet from the point of intersection of the center line of the said Phillips Road with the center line of the said White Road and which point is also 800 feet from the center line of the said Phillips Road with the center line of the said White Road and which point is also the center line of the property now or formerly of B. DeLoach; thence S 60° W 1/2 mi. to a point on Iron Rd. a distance of 123.75 feet to an iron pin; thence S 75° W 1/2 mi. a distance of 123.75 feet to an iron pin; thence S 80° W 1/2 mi. a distance of 123.75 feet to an iron pin; thence S 85° W 1/2 mi. a distance of 123.75 feet to an iron pin; thence S 90° W 1/2 mi. a distance of 123.75 feet to the point of beginning, containing 173.3 acres of land, more or less.

THE STATE OF LOUISIANA, Parish of East Feliciana, in the town of Madison, County of Iberville and State of New York, bounded and described as follows: Commencing at a point in the center line of Phillips Road, which point is substantially one thousand two hundred and thirty-five (1235) feet from the point of intersection of the center line of the said Phillips Road with the center line of the said White Road and which point is also the center line of the property now or formerly of B. DeLoach and thence southwesterly along the center line of the said Phillips Road, one thousand eight hundred and forty (1840) feet to a point; thence westerly one thousand four hundred and fifty (1450) feet to a point; thence northerly one thousand seven hundred and thirty-five (1735) feet to a point; thence southwesterly one thousand three hundred and thirty-five (1335) feet to a point in the center line of the said White Road, thence northerly along the center line of the said White Road, eight hundred and twenty (820) feet to a point; thence southwesterly one thousand two hundred and thirty-five (1235) feet to a point; thence westerly one thousand two hundred and thirty-five (1235) feet to the point of beginning, containing 173.3 acres of land, more or less.

Witness my hand and seal this 10th day of March, 1883, at the town of Madison, Parish of East Feliciana, Louisiana.
Notary Public for the Parish of East Feliciana, Louisiana.
In the Parish of East Feliciana, Louisiana, this 10th day of March, 1883, appeared the above described parties, who were sworn to the truth of the facts in the foregoing description of the land and State of New York, bounded and described as follows: Commencing at a point in the center line of Phillips Road which point is substantially one thousand two hundred and thirty-five (1235) feet from the point of intersection of the center line of the said Phillips Road with the center line of the said White Road and which point is also 800 feet from the center line of the said Phillips Road with the center line of the said White Road and which point is also the center line of the property now or formerly of B. DeLoach; thence S 60° W 1/2 mi. to a point on Iron Rd. a distance of 123.75 feet to an iron pin; thence S 75° W 1/2 mi. a distance of 123.75 feet to an iron pin; thence S 80° W 1/2 mi. a distance of 123.75 feet to an iron pin; thence S 85° W 1/2 mi. a distance of 123.75 feet to an iron pin; thence S 90° W 1/2 mi. a distance of 123.75 feet to the point of beginning, containing 173.3 acres of land, more or less.

EXHIBIT B

NY-BR-012.000



TOWN OF WINDSOR, BROOME COUNTY, NY
TAX ID: 212.000-1-42 DEED - L 2296 P. 533
PIPE LENGTH = 2902'±
PERMANENT EASEMENT=2.66± ACRES
TEMPORARY WORKSPACE=1.33± ACRES
ADDITIONAL TEMPORARY WORKSPACE=0.37± ACRE

LASER NORTHEAST GATHERING COMPANY, LLC

Exhibit C

This non-recorded exhibit is intended to document the mutual agreements that have been reached between LASER NORTHEAST GATHERING COMPANY, LLC (LASER), hereinafter known as Grantee, its successors and/or assigns, and Hammer Back, LLC, (OWNERS), hereinafter known as Grantor, its heirs and assigns, in conjunction with the Pipeline Easement (Easement), more particularly in conjunction with paragraph XXI, executed between the parties on the ____ day of August, 2010.

The Grantor at the time of signing the Easement shall elect one of the following methods of compensation. This election does not preclude the parties from agreeing to any other or additional compensation in the side agreements

Option 1

- Payment in full at signing of \$40.00 per linear foot
- Damages for interference with use during construction and restoration to be agreed to by separate side agreement
- Renewal payment for additional 20 years at \$60 per linear foot, if Grantee elects to renew for a second term, to the then given owner of the property

Option 2

- Payment upon signing of \$20.00 per linear foot
- Annual payments of \$3.50 per linear foot per pipeline adjusted every 5 years by the lesser of the aggregate change in the CPI, not to exceed an increase or decrease of twelve percent of the previous payment. If and when a second pipeline is installed, the additional rental payment for the second pipeline shall be calculated at the then current annual rate being paid on the first pipeline and shall adjust in tandem with the rental on the first pipeline

This Exhibit is hereby incorporated in the Easement and shall be binding upon both the Grantor, their heirs and assigns, and Grantee, its successors and assigns. The terms herein shall run with the land. The recording and any internet posting/uploading to any website or blog of this exhibit by the Grantor shall void any restrictions applicable to Grantee herein or in the Easement.

GFS
8-12-10

MSW
8-18-10

SIDE LETTER AGREEMENT

Re: Tie In


This non-recorded side-letter agreement is intended to document the mutual agreements that have been reached between LASER NORTHEAST GATHERING COMPANY, LLC (LASER), hereinafter known as Grantee, its successors and/or assigns, and Hammer Back, LLC, (OWNERS), hereinafter known as Grantors, their heirs and assigns, in conjunction with the Pipeline Easement (Easement) and Addendum executed between the parties on the 12th day of August, 2010.

Notwithstanding anything to the contrary in the Easement or Addendum, the Grantor and Grantee agree that the natural gas pipeline will be constructed on the Grantor's property subject to the following terms and conditions:

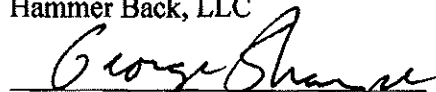
Under the terms of a mutually acceptable tie in and gathering agreement, Grantor shall have the right, for a period of five years from the effective date of the easement, to tie in to the pipeline at a mutually acceptable point on its property to deliver gas from wells drilled by or for the benefit of Grantor. The tie in shall be built to Grantee's standards at Grantor's sole cost and expense. Grantee shall indemnify Grantor against any and all cost and liability associated with the operation of the tie in and meter after the installation is complete. Grantor shall indemnify Grantee against any and all cost and liability associated the operation of any wells and pipelines upstream of the tie in. For the agreed to term of the gathering agreement, which term shall not be less than 10 years, Grantor shall have the right to deliver gas to Grantee on an interruptible basis at a competitive gathering rate that is no greater than the average gathering rate being charged by Grantee to similar classifications and quantities of gas.

Notwithstanding anything to the contrary in the Easement or Addendum, this side letter shall be binding upon both the Grantor and Grantee, and all successors and assigns for a period five years.

Grantee
Laser Northeast Gathering Company, LLC


By: Michael J. Walsh
Its: CFO

Grantor
Hammer Back, LLC


By: George Shampine
Its: Manager

Date: August ____, 2010

Date: August 12, 2010

State of NEW MEXICO)
): ss
County of SAN JUAN)

On the 12th day of August, 2010, before me, the undersigned, personally appeared Hammer Back, LLC, by and through its authorized representative GEORGE SHARPE, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Heidi A. Hill

Notary Public

My Commission Expires: 10-20-2012



New York
State of ~~Pennsylvania~~)
New York): ss
County of ~~Susquehanna~~)

On the 19th day of August, 2010, before me, the undersigned, personally appeared Laser Northeast Gathering Company, LLC, by and through its authorized representative Michael Walsh personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Kristi Smullen
Notary Public
My Commission Expires: 4/9/2011

KRISTI SMALLEN
Notary Public, State of New York
Reg #01SM6164112
Qualified in New York County
Term Expires Apr. 9, 2011

SIDE LETTER AGREEMENT

Re: Selective Damages

This non-recorded side-letter agreement is intended to document the mutual agreements that have been reached between LASER NORTHEAST GATHERING COMPANY, LLC (LASER), hereinafter known as Grantee, its successors and/or assigns, and Hammer Back, LLC, (OWNERS), hereinafter known as Grantor, its heirs and assigns, in conjunction with the Pipeline Easement (Easement) and Addendum executed between the parties on the 12 day of August, 2010.

The following additional compensation shall be paid:

Applying only to who elect Option 1:

In addition to any other compensation paid to Grantor, prior to commencement of construction on the Grantor's property, Grantee shall pay Grantor, fifteen dollars (\$15.00) per linear foot of easement on Grantor's property which payment shall be for all damages suffered for interference with the Grantor's use and enjoyment of the property during construction and restoration, reserving to the Grantor any claims for damages authorized in the easement itself.

Applying to those who elect either Option 1 and 2:

If and when a second pipeline is installed across the land of the Grantor, after the 10 year anniversary of the commencement of operation of the first pipeline, a like damage payment of \$5.00 per linear foot shall be paid to Grantor.

Notwithstanding anything to the contrary in the Easement or Addendum, this side letter shall be binding upon both the Grantor, their heirs and assigns, and Grantee, its successors and assigns. This agreement shall run with the land. The recording and any internet posting/uploading to any website or blog of this side letter agreement by Grantor shall void any restrictions applicable to Grantee herein or in the Easement or Addendum.

Grantee
Laser Northeast Gathering Company, LLC

Michael J. Walsh
By: *Michael J. Walsh*
Its: *CFO*

Grantor
Hammer Back, LLC

George Sharpe
By: *George Sharpe*
Its: *Manager*

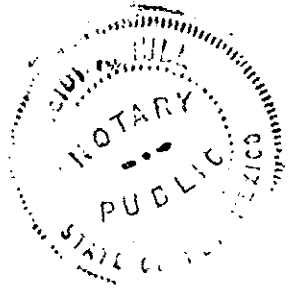
Date: August *18*, 2010

Date: August *12*, 2010

State of NEW MEXICO)
): ss
County of SAN JUAN)

On the 12th day of August, 2010, before me, the undersigned, personally appeared Hammer Back, LLC, by and through its authorized representative GEORGE SHARPE, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Heidi A. Hill.
Notary Public
My Commission Expires: 10-20-2012



State of ~~Pennsylvania~~ ^{New York})
County of ~~Susquehanna~~ ^{New York}): ss)

On the 19th day of August, 2010, before me, the undersigned, personally appeared Laser Northeast Gathering Company, LLC, by and through its authorized representative Michael Walsh personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Kristi Snellen
Notary Public
My Commission Expires: 4/9/2011

KRISTI SMALLEN
Notary Public, State of New York
Reg #01SM6164112
Qualified in New York County
Term Expires Apr. 9, 2011

SIDE LETTER AGREEMENT

Re: Use of Easement

This non-recorded side-letter agreement is intended to document the mutual agreements that have been reached between LASER NORTHEAST GATHERING COMPANY, LLC (LASER), hereinafter known as Grantee, its successors and/or assigns, and Hammer Back, LLC, (OWNERS), hereinafter known as Grantor, its heirs and assigns, in conjunction with the Pipeline Easement (Easement) and Addendum executed between the parties on the 12 day of August, 2010.

Notwithstanding anything to the contrary in the Easement or Addendum, in accordance with the terms and conditions of the agreement, the Grantee, directly or indirectly, agrees not to use the Easement for any purpose other than to install two (2) sixteen inch diameter natural gas pipelines. If Grantee, directly or indirectly, seeks any additional provisions, benefits, privileges and/or uses, and/or seeks any additional easement or right of way from Grantor, Grantee agrees to negotiate with Grantor for said additional provisions, benefits, privileges and/or uses, or additional easement for a period of six (6) months and any compensation given for said additional easement shall be equal to or greater than the total consideration paid for the natural gas pipeline Easement. The foregoing agreement shall remain in effect only during the initial term of the Easement, and shall run with the land.

Notwithstanding anything to the contrary in the Easement or Addendum, this side letter shall be binding upon both the Grantor, his heirs and assigns, and Grantee, its successors and assigns. The recording and any internet posting/uploading to any website or blog of this side letter agreement by Grantor shall void any restrictions applicable to Grantee herein or in the Easement or Addendum..

Grantee
Laser Northeast Gathering Company, LLC

Michael J. Walsh
By: *Michael J. Walsh*
Its: CFO

Grantor
Hammer Back, LLC

George Shange
By: *George Shange*
Its: Manager

Date: August 18, 2010

Date: August 12, 2010

State of NEW MEXICO)
): ss
County of SAN JUAN)

On the 12th day of August, 2010, before me, the undersigned, personally appeared Hammer Back, LLC, by and through its authorized representative GEORGE SHARPE, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Heidi A. Hill.

Notary Public

My Commission Expires: 10-20-2012



State of New York)
): ss
County of New York)

On the 19th day of AUGUST, 2010, before me, the undersigned, personally appeared Laser Northeast Gathering Company, LLC, by and through its authorized representative Michael Walsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Kristi Smullen
Notary Public
My Commission Expires: 4/9/2011

KRISTI SMALLEN
Notary Public, State of New York
Reg #018M6164112
Qualified in New York County
Term Expires Apr. 9, 2011