

OPTION AGREEMENT FOR PIPELINE RIGHT-OF-WAY

THIS OPTION AGREEMENT FOR PIPELINE RIGHT-OF-WAY ("Agreement") is made as of this _____ day of _____, 2016 (the "Execution Date"), by and between PRESTON TOWNSHIP, PENNSYLVANIA ("Grantor" or "Township"), and LINDEN ENERGY SERVICES PARTNERS, L.P., a Delaware limited partnership ("Grantee"), each a "Party" and collectively, the "Parties".

RECITALS:

A. Grantor is the legal and record owner of certain rights and real property commonly known as the O&W railroad property or the OCS property. Grantee desires to construct one or more natural gas pipelines along the O&W railroad property beginning in the vicinity of PA Route 4035 and continuing generally to the Preston/Buckingham Township Border (all of which may hereinafter be referred to as the "Proposed Pipeline Property"). The real property subject to this Agreement (collectively, the "Property") shall be all of the Proposed Pipeline Property located in the Township, as described in the deed recorded in Wayne County Deed Book 245 at page 1065 (Tax Parcel 20-161-35) and further depicted in that certain map recorded in Wayne County Map Book 4 at page 78. A copy of said deed is attached hereto as Exhibit "A".

B. Grantor desires to grant to Grantee an option to obtain, and Grantee desires to obtain, certain easements in, on, upon, over, under and across the Property, in accordance with the terms and conditions set forth herein and in that (and as further described in that) certain proposed Pipeline Right-of-Way Easement Agreement attached as Exhibit "B" hereto and incorporated herein by this reference (the "Proposed Easement Agreement"). Capitalized terms used herein without definition shall have the meanings set forth in the Proposed Easement Agreement.

NOW THEREFORE, for and in consideration of Thirty-one Thousand Six Hundred Eighty and 00/100 Dollars (\$31,680.00), lawful money of the United States of America and other good and valuable consideration paid to Grantor, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Grantee hereby agree as follows:

1. GRANT OF OPTION TO PURCHASE EASEMENTS. Grantor grants to Grantee the exclusive right, privilege and option to purchase the Easements (and the obligation of Grantor to execute and deliver the Proposed Easement Agreement at Closing) (collectively, the "Easement Rights"), for the Purchase Price, as such term is defined in Section 4 hereof, and on the terms and subject to the conditions hereinafter set forth.

2. TERMS AND EXERCISE OF OPTION TO PURCHASE.

(a) Option Term and Requirements. Grantee shall have the exclusive and ongoing right, privilege and option to purchase (the "Option") the Easement Rights for the Purchase Price, provided that the Option is fully and finally exercised if at all, between the Execution Date hereof and the date which is the four (4) year anniversary of the

Execution Date (the “Option Term”).

(b) Exercise of Purchase Option. Grantee may exercise the Option at any time during the Option Term by providing written notice (an “Exercise Notice”) to Grantor at the address set forth in Section 15(c) of this Agreement.

(c) Easement Plan. The precise location, engineering and specifications of the Permanent Pipeline Easement (the “Permanent Pipeline Easement”) shall be detailed in an “Easement Plan” that shall be developed by Grantee during the Option Term prior to the exercise of this Option. The Easement Plan shall be used to finalize the Proposed Easement Agreement and shall be subject to the approval of Grantor as hereinafter provided, same not to be unreasonably withheld, conditioned or delayed.

3. PURCHASE AND SALE. If Grantee exercises the Option in accordance with the provisions of this Agreement, Grantor agrees to grant and convey the Easements to Grantee pursuant to the Proposed Easement Agreement, and Grantee agrees to purchase the Easements on the terms and subject to the conditions set forth herein and in the Proposed Easement Agreement, and this Agreement shall be deemed a binding contract of purchase and sale with respect thereto in accordance with its terms and subject to its conditions.

4. PURCHASE PRICE. The purchase price (the “Purchase Price”) for the Easement Rights shall be made up of the following components:

(a) Option Purchase Price: Upon execution of this Option Agreement Date, Grantee will pay Grantor \$31,680.00 (the “Option Purchase Price”) as consideration for the Option. Such amount was calculated at \$1 per foot with an initial estimate of six (6) miles of Easement Area to be acquired (\$1 x 5,280 feet per mile x 6 miles). The Option Purchase Price will be nonrefundable to Grantee, subject to Section 10.1 hereof, with the following exceptions: (i) Grantor refuses or cannot close the Easement Sale (as defined below); or, (ii) Buckingham Township, Pennsylvania (“Buckingham”) refuses or cannot close the similar transactions evidenced under that certain Option for Pipeline Right-Of-Way and Easement Agreement being entered into by Grantee and Buckingham concurrently herewith (the “Buckingham Option Agreement”); or, (iii) Grantor or Buckingham, enacts any legislation, adopts any regulation or in any other way prevents Grantee from the building the Pipeline(s).

(b) Construction Easement Payment. Provided the Easement Sale has been completed, Grantee will compensate Grantor, through a one-time only payment, at the rate of \$1 per foot of all Township property actually used during the construction easement phase of the Proposed Pipeline (the “Construction Easement Payment”). Same will equate to \$5,280 per mile. Examples are as follows:

If Grantor owns and Grantee uses

Grantee will pay (at \$1 per foot):

5 Miles	\$26,400.00
6 Miles	\$31,680.00
7 Miles	\$36,960.00

The Construction Easement Payment is to be made by Grantee within thirty (30) days of Grantee's delivery of the Exercise Notice.

(c) Pipeline Easement Payments. Following completion of construction of the Pipeline(s), Grantee will make an annual payment to Grantor for the Easements equivalent to \$1.76 per linear foot of the Pipeline(s) per calendar year (the "Pipeline Easement Payment"). As an example, if the Permanent Pipeline Easement is six (6) miles long, then the annual (calendar year) Pipeline Easement Payment to Grantor will be \$55,576.80. If additional natural gas pipelines are placed on the Pipeline Easement, in excess of the two (2) natural gas pipelines presently contemplated, then the Pipeline Easement Payment will be increased by \$0.88 per foot per line for each additional natural gas pipeline per calendar year. If any natural gas pipelines placed on the Permanent Pipeline Easement are greater than 20" in diameter, then the Pipeline Easement Payment will be increased by an additional \$0.10 per foot per diameter inch of each pipeline that is in excess of 20" in diameter. Additionally, the Pipeline Easement Payment shall be increased, to an amount equal to 90% of the total available miles (footage) within the Property, if the actual Permanent Pipeline Easement used is less than 90% of the total available miles (footage) within the Property. This provision applies only to land located along the main right of way of the Permanent Pipeline Easement and is not intended to, nor does it include any spurs.

(d) Water Line Payments. With respect to any water lines placed on the Permanent Pipeline Easement, Grantee will make an annual payment to Grantor equivalent to \$0.10 per linear foot per diameter inch of such water line per calendar year (the "Waterline Easement Payment"). As an example, for a 4" water line, the Waterline Easement Payment will be \$0.40 per foot of the Pipeline Easement.

(e) Commencement of Payments. The Pipeline Easement Payments and Waterline Easement Payments shall commence upon Grantee's natural gas pipelines being certified by all necessary governmental entities for use (the "Certification for Use"), which Certification for Use will be diligently pursued by Grantee upon the completion of physical construction. The Pipeline Easement Payments and Waterline Easement Payments shall be prorated for the first year from the date of certification and paid within thirty (30) days of certification. Thereafter, the Pipeline Easement Payments and Waterline Easement Payments will be made annually on or before the first day of January each year while the Easement Agreement remains in effect. Each of the Pipeline Easement Payments and Waterline Easement Payments, including increased payments for additional pipelines pursuant to Paragraph 4(c) above, will be subject to an inflation escalator of ten percent (10%) effective on the fifth (5th) anniversary of the Closing Date provided for in Paragraph 6 hereof and every five (5) year period (based on the anniversary of the Closing Date) thereafter.

(f) Taxes. Grantee believes that the Pipeline(s) will be considered personal property and therefore exempt from real estate taxes. In the event that real estate or other ad valorem property taxes are assessed upon the Pipeline(s) by the Grantor, the Pipeline Easement Payment will be reduced on a dollar for dollar basis for all such real estate taxes imposed. All other taxes assessed by any other state, federal or county government, or any agency thereof, on the Pipeline(s) shall be the responsibility of Grantee (and its successors) without set-off against payments due to the Township hereunder. The payments required by

Grantee hereunder shall apply only to real property included under the Easement Agreement with the Township and will not apply to real property which is purchased by Grantee. Grantee acknowledges any of its owned real property will be subject to real estate tax assessments.

5. ENTRY UPON PROPERTY. Grantor agrees that Grantee and its agents, contractors and employees shall have the right during the Option Term to enter upon the Property for the purposes of making inspections, obtaining surveys, performing soil and environmental testing, or for any other purposes as are deemed necessary or appropriate by Grantee to the development of an Easement Plan detailing the pipeline to be constructed. Grantee shall consult with Grantor concerning the Easement Plan and the Grantor shall be afforded the opportunity to provide input related to the plan's development. Grantee hereby covenants and agrees to indemnify and hold harmless Grantor from any and all loss, liability, cost, claims, demands, damages, actions, causes of action and suits arising out of liens, damages to Property or personal injury or death caused by exercise by Grantee of Grantee's rights under this Section 5. Notwithstanding the foregoing, in no event shall Grantee have any liability to Grantor nor any obligation to indemnify, defend or hold Grantor or its related Parties harmless with respect to (i) pre-existing conditions upon the Property and/or (ii) the negligent or willful actions of Grantor or Parties under Grantor's control.

6. CLOSING. Closing shall take place within sixty (60) days after the date on which Grantor receives the Exercise Notice and Easement Plan, unless the Easement Plan is accepted, in such case, as promptly as practicable thereafter or an additional period is required as hereinafter provided. The Grantor shall have a period of thirty (30) days to review the Easement Plan and provide its approval thereof or objections to the Grantee. Should the Grantor not affirmatively express its approval or objections to the Easement Plan within that time, the Easement Plan shall be deemed approved by the Grantor. Should objections be raised by the Grantor to the Easement Plan, Grantor and Grantee agree to cooperate and resolve said objections on a mutually acceptable basis, giving due consideration of the reasonable needs and concerns of the Parties and the feasibility of alternative means of accomplishing the Grantee's overall objectives. Should the Parties fail to reach an agreement to resolve any such issues with the Easement Plan within a period of thirty (30) days from the delivery of the objections to the Grantee, the objections shall be submitted to arbitration as provided in Section 9.3 of the Easement Agreement attached hereto as EXHIBIT B (which provisions shall be deemed incorporated herein). The time for Closing shall be extended as necessary to facilitate arbitration. The determination of the arbitration shall be binding upon the Parties and Closing shall be scheduled within thirty (30) days from the date of the arbiter's decision (the date on which Closing is to occur on the terms hereof being referred to herein as the "Closing Date"). Such Closing shall take place through escrow with documents and any necessary recording fees for the Easement Agreement delivered to and distributed or disbursed, as applicable, by an attorney, title insurance company or other third party approved by Parties as escrow agent (the "Closing Escrow Agent").

7. TITLE TO THE PROPERTY.

(a) The Permanent Pipeline Easement to be granted pursuant to the

Easement Agreement, shall be conveyed at the time of the Closing, free of liens, mortgages, deeds of trust, encumbrances, judgments, tenancies, conditions, restrictions, easements and rights-of-way, whether recorded or unrecorded; subject, however, to those matters (i) which are in existence on the Execution Date (except for mortgages, deeds of trust or monetary encumbrances, same to be removed from title pursuant to Section 7(d) below and not to constitute “Permitted Exceptions” under any circumstances) and any matters to which Grantee objects and which Grantor agrees to cure or remove pursuant to Section 7(b) below), and (ii) which are placed on the Property with the written consent of Grantee (collectively, the “Permitted Exceptions”). At Closing, Permanent Pipeline Easement is to be marketable, good of record and insurable without exception, other than the Permitted Exceptions, at standard market rates by a title company selected by Grantee (the “Title Company”). Grantor agrees to convey the Permanent Pipeline Easement pursuant to the Easement Agreement based upon the metes and bounds legal description of the Property prepared by Grantee’s surveyor as part of the approved Easement Plan.

(b) Prior to Closing, Grantee may order a title commitment for the Property. The cost of any such commitment and any owner’s policy of title insurance on the Easement Agreement shall be borne by Grantee, and copies thereof and any survey(s) obtained by Grantee shall be provided to the Township. At any time during the Option Term, Grantee may give notice to Grantor of any limitations upon, matters affecting or defects in, the title to the Property (including matters of survey) involving the Permanent Pipeline Easement to which Grantee takes objection. In the event Grantor is notified by Grantee of any such objections to title (collectively, “Title Objections”), Grantor shall have fifteen (15) days from receipt of such written notice within which to notify Grantee in writing (“Grantor’s Title Letter”) of those Title Objections which Grantor shall satisfy or otherwise cure or remove prior to Closing. Grantor’s failure to timely provide such Grantor’s Title Letter shall be deemed Seller’s refusal to cure such Title Objections. Grantee shall have the option, to be exercised within ten (10) days from receipt of Grantor’s Title Letter (or if no such Grantor’s Title Letter is issued by Seller, then within ten (10) days of the expiration of Seller’s fifteen (15) day response period), to (i) waive any Title Objections that Seller has not committed itself to cure or is not otherwise required to cure pursuant to Section 7(d) below, (ii) extend the time to cure pursuant to Section 7(c) below, or (iii) terminate this Agreement and receive a refund of the Option Purchase Price which shall immediately be returned to Grantee by Grantor, whereupon neither Grantee nor Grantor shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive the termination hereof.

(c) Additionally, from and after the date of Grantee’s delivery of any Exercise Notice and prior to Closing, Grantee may from time to time make further examinations of the title to the Property and update its survey(s), and Grantee may object, by written notice to Grantor within ten (10) days after Grantee’s receipt of a (new or updated) title commitment or survey(s), to any new title defects or objections involving the Permanent Pipeline Easement. The title objection and response process provided in Section 7(b) above shall then be replayed, and if Grantor is unable or refuses to remove or cure such additional title objections within the time period(s) provided, then Grantee shall be entitled to exercise the same rights enumerated in such Section 7(b).

(d) Notwithstanding anything to the contrary contained herein, regardless of whether Grantee objects in writing to same, Grantor shall, at Grantor's own expense, clear title to the Property of all mortgages, deeds of trust and monetary encumbrances or liens affecting the Permanent Pipeline Easement by Closing, so that none of such items appear in the Owner's Title Policy (as defined below).

8. REPRESENTATIONS AND WARRANTIES OF GRANTOR. Grantor hereby represents and warrants to Grantee, in connection with the Property, which representations and warranties shall be automatically deemed to be restated on and as of Closing, and all of which shall survive Closing:

(a) Grantor has, and at Closing will have and will convey pursuant to the Easement Agreement, good, fee simple, marketable title to the Permanent Pipeline Easement free and clear of all covenants, conditions, restrictions, utility easements, liens, charges, mortgages, deeds of trust, leases and encumbrances of the nature, kind or character that may interfere with Grantee's intended use of the Permanent Pipeline Easement, subject only to the Permitted Exceptions. The parties acknowledge that the Property is subject to public rights of access and use as roadway and recreational trails.

(b) There are no condemnation or similar proceedings which are pending or, to the best of Grantor's knowledge, threatened against the Property or any part thereof, nor, to the best of Grantor's knowledge, are there any governmental plans to appropriate or purchase any portion of the Property. The Grantor acknowledges and agrees that the Easement Agreement shall include a covenant prohibiting the Grantor from instituting condemnation or similar proceedings to terminate or acquire the Easements during the term of the Easement Agreement.

(c) Grantor has all requisite power and authority to execute, deliver and perform this Agreement and all documents and instruments referred to herein to be executed, delivered and performed by Grantor (including, without limitation, the Easement Agreement) and all necessary and appropriate consents, authorizations or approvals required in connection with the execution, delivery and performance by Grantor of this Agreement and the other documents and instruments referred to herein (including, without limitation, the Easement Agreement) have been duly obtained by Grantor or will be duly obtained prior to Closing.

(d) Grantor has received no written notice or other communication of pending or threatened claims, actions, suits, proceedings or investigations against Grantor related to (i) the disposal or release of solid, liquid or gaseous waste into the environment from the Property, (ii) the use, generation, transportation, treatment, storage, release, discharge, disposal or other handling of any Hazardous Substance on the Property, or (iii) any alleged violation of any Environmental Laws in relation to the Property.

As used herein, "Hazardous Substances" means all substances, wastes, pollutants, elements, compounds, chemical mixtures, containments and materials regulated, or

defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, or regulated by, the following federal statutes and their state counterparts, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq., the Atomic Energy Act, 42 U.S.C. §§2011 et seq., and the Hazardous Materials Transportation Act, 42 U.S.C. §§1801 et seq.; petroleum and petroleum products including crude oil and any fractions thereof. As used herein, "Environmental Law" means all federal laws, rules and other binding (and non-binding) governmental requirements in effect on the date hereof or adopted or modified after the date of this Agreement, and any judicial or administrative interpretation thereof having the force and effect of law, including, without limitation, any applicable judicial or administrative order, consent decree, judgment, order or requirement conferring rights or imposing duties at common law (including, without limitation, the common law respecting nuisance and tortious liability) relating to (i) emissions, discharges, spills, releases or threatened releases of Hazardous Substances into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, septic systems or onto land; (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation or shipment of Hazardous Substances; (iii) the regulation of storage tanks; or (iv) otherwise relating to the regulation and protection of the environment and human health and safety to the extent applicable to the Property.

(e) Grantor is not a party to any unrecorded agreements, restrictions, easements, leases or contracts with respect to the Property and Grantor shall not enter into any of the foregoing after the Execution Date without Grantee's consent, which shall not be unreasonably withheld, conditioned or delayed.

(f) Grantor is the sole owner of the Property and no person, other than Grantee pursuant to this Agreement, has any right, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property.

9. COVENANTS OF GRANTOR. Grantor hereby covenants with Grantee that during the Option Term and, if any Exercise Notice is issued, then continuing through the date of Closing, Grantor:

(a) shall not sell, grant, convey, mortgage, lease, encumber or dispose of the Property or any part thereof or the appurtenances thereunto belonging, without the express written consent of Grantee;

(b) shall not allow any lien, claim, demand or encumbrance of any nature, kind or character to be asserted against the Property or any party thereof, without the express written consent of Grantee;

(c) shall not grant any easement, license or right-of-way in, to or through the Property or any part thereof, without the express written consent of Grantee;

(d) shall not create, nor allow to be created, any condition, restriction or covenant of any kind, character or nature whatsoever with respect to the Property or any part thereof without the express written consent of Grantee;

(e) shall not seek any change in the subdivision or zoning of, or conditional use for, the Property or any part thereof, except as may be requested by Grantee or as otherwise set forth in this Agreement, without the express written consent of Grantee;

(f) shall not seek assessments on or against the Property to secure or pay the cost of public improvements to be made with respect to or for the benefit (in whole or in part) of the Property or any part thereof, without the express written consent of Grantee; and

(g) shall not adopt any resolution or ordinance (i) prohibiting the placement of natural gas (or water) pipelines on Township-owned lands that would have the effect of making the Property unusable for placement of the Pipeline(s) herein contemplated; or (ii) imposing conditions on the placement of natural gas (or water) pipelines on Township-owned lands that would have the effect of making the Property unusable for placement of the Pipeline(s) herein contemplated.

10. OTHER CONTINGENCIES/DEVELOPMENT MATTERS.

10.1 Grantee's Contingencies Grantee's obligation to purchase the Easement Rights after exercise of the Option is expressly made subject to the conditions precedent hereinafter enumerated (collectively, the "Grantee's Contingencies"), which must have either been met or expressly waived in writing by Grantee on or before the Closing:

(a) The Title Company is irrevocably committed at Closing to issue an "Owner's Policy of Title Insurance" with respect to the Easement Agreement, based on Grantee's title insurance commitment, which shall be subject only to the Permitted Exceptions (the "Owner's Title Policy");

(b) Grantor's representations and warranties contained herein shall be true and correct as of the Execution Date and the Closing Date. For purposes herein, a representation shall be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation;

(c) Grantor shall have performed all obligations and complied with all covenants required of Grantor by this Agreement, including, without limitation, obtaining and including all necessary approvals for its execution and delivery of the Easement Agreement at Closing; and

(d) Grantee shall have received all necessary governmental approvals for the Pipeline(s), including any required to be obtained from the Township, by the Closing Date, other than those that can be obtained only after the Pipeline(s) have been constructed. The Township covenants and agrees to fully cooperate with Grantee's efforts to

obtain such necessary governmental approvals for the construction, use and operation of the Pipeline(s).

In the event any of the Grantee's Contingencies have not been satisfied on or before the Closing Date, then Grantee may, at its election, either (i) rescind the Exercise Notice and provided that the failure of the contingency falls within the conditions specified in Paragraph 4(a) of this Option Agreement, the Grantee shall receive a refund of the Option Purchase Price from Grantor, whereupon neither Grantee nor Grantor shall any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive the termination hereof or (ii) extend the Closing Date for a period not to exceed twelve (12) months to allow for the satisfaction of such Grantee's Contingencies (provided that Grantee may exercise the option under clause (i) of this Paragraph at any time should Grantee determine thereafter that the Grantee's Contingencies cannot be satisfied). To the extent any of the Grantee's Contingencies have not been satisfied on or before the Closing Date due to Grantor's actions or omissions (or those of Grantor's officials, employees, agents, contractors or representatives (collectively, "Grantor's Agents"), then such failure shall be deemed a default by Grantor hereunder entitling Grantee to exercise the rights and remedies under Section 12 below.

10.2 Parties Additional Agreements Related to the Proposed Pipeline.

Should Grantee exercise the Option and proceed to Closing hereunder, Grantor acknowledges that Grantee shall have the right to make such changes in the plans for development of the Pipeline(s) as it deems appropriate, subject to consultation and approval of the Grantor as previously herein required for the Easement Plan and further provided that such development plans comply with the terms of all applicable laws, regulations, covenants and restrictions. If and when Grantee elects to proceed with the development of the Pipeline(s), the design, construction, operation, maintenance and repair thereof shall be at Grantee's sole cost and expense.

11. OBLIGATIONS AT EASEMENT CLOSING; PRORATIONS

11.1 Obligations at Easement Closing. At Closing, the following shall occur:

(a) Grantor shall execute, acknowledge and deliver to Escrow Agent, and Grantee shall do likewise, the Proposed Easement Agreement in the form attached as Exhibit "B" hereto, with only such additions or changes thereto as have been approved by Grantee (or its designee(s) or assignee(s)) and its counsel (the Proposed Easement Agreement, with any Grantee-approved changes thereto, being referred to herein as the "Easement Agreement"), conveying good and marketable, title to the Permanent Pipeline Easement free and clear of all liens, encumbrances and defects other than the Permitted Exceptions.

(b) Grantor shall pay all assessments (or installments thereof) due and owing, if any, against the Property at Closing and Grantor's attorneys' fees. The Easement Agreement shall be recorded against record title to the Property, and Grantee shall pay all recording fees and all transfer taxes or fees due in connection with said recording of

the Easement Agreement, Grantee's attorneys' fees, the cost for the title search and examination fees and the cost of the Owner's Title Policy, the cost of the survey(s) of the Property (if so ordered by Grantee), any escrow or Closing fees charged by Escrow Agent or the Title Company, and all other costs incurred through Grantee's due diligence on the Property.

(c) Grantor shall deliver complete and unconditional releases of any and all mortgages, deeds of trust or other encumbrances creating liens on the Permanent Pipeline Easement.

(d) Grantor shall also execute and deliver any reporting forms required by the Commonwealth of Pennsylvania or the Internal Revenue Service, including affidavits executed by Grantor under penalty of perjury, to the effect that Grantor is not a "foreign person" within the meaning of the Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and setting forth Grantor's employer identification number and address, and, if required by law, an IRS Form 1099.

(e) Grantor shall deliver possession of the Permanent Pipeline Easement to Grantee, free of the possession of all Parties, excepting only such public rights of use and such other possessory rights further reserved to the Grantor in the Easement Agreement.

(f) Grantor shall execute and deliver to Grantee and/or the Escrow Agent and/or the Title Company such other documents or instruments (including a closing statement) as are reasonably and customarily requested in Pennsylvania commercial real estate transactions, including, without limitation, such affidavits, consents, resolutions or other agreements as may be required to delete all general or standard exceptions to title from the Owner's Title Policy.

11.2 Prorations. The Parties shall not prorate at Closing (or thereafter) real estate taxes owing on the Property, if any. Grantor shall pay in full on or before Closing any and all existing or pending assessments (or installments thereof then due and owing) against the Property which negatively impact the Permanent Pipeline Easement, and if the Property has been designated or valued as agricultural, open space or other special category such that its change of use as contemplated in the Easement Agreement would trigger the imposition of any "rollback", "agricultural rollback", "catch up" or similar taxes, including penalties and interest thereon (collectively, the "Rollback Tax") or if any Rollback Tax is imposed on the Property by the Closing Date, Grantor shall be solely responsible for paying any such Rollback Tax as and when owing. Except as otherwise specifically provided herein, each party will each bear their respective costs and expenses in connection with the transaction.

12. DEFAULT.

12.1 Default by Grantor. In the event that Grantor fails to carry out the terms of this Agreement in any material respect or breaches any of the representations,

warranties or covenants made by Grantor herein or refuses to perform any of Grantor's obligations hereunder, Grantee, at its option, shall be entitled to the following remedies: (i) to receive a decree of specific performance enforcing the terms of this Agreement and the obligation of Grantor to convey the Easements to Grantee pursuant to the Easement Agreement, or (ii) to terminate this Agreement and provided that the failure of the contingency falls within the conditions specified in Paragraph 4(a) of this Option Agreement, receive a refund of the Option Purchase Price and thereafter to pursue such other rights and remedies against Grantor as may be permitted by law or equity.

12.2 Default by Grantee. In the event Grantee materially breaches this Agreement prior to Grantee's delivery of the Option Purchase Price, Grantor shall be entitled to pursue such rights and remedies against Grantee as permitted by law, provided that Grantee's total liability shall not exceed the amount of the Option Purchase Price (except for Grantee's indemnification obligations hereunder, for which liability shall not be capped). In the event Grantee materially breaches this Agreement after Grantee's delivery of the Option Purchase Price, Grantor, at its option, shall be entitled to the following remedies: (i) to receive a decree of specific performance enforcing the terms of this Agreement and the obligations of Grantee; or, (ii) to terminate this Agreement and thereafter to pursue such other rights and remedies against Grantor as may be permitted by law or equity.

13. CONDEMNATION. All risks of loss by condemnation with respect to the Property shall remain upon Grantor until the Closing. In the event the Property (or any portion thereof) is taken by condemnation by any party other than Grantor at any time after the Execution Date and prior to Closing, Grantee may, at its sole election, either (i) terminate this Agreement or (ii) elect to purchase the Easement Rights with a reduction in the Purchase Price, based on a percentage calculated by the number of linear feet condemned divided by the total number of linear feet as reflected in the Easement Plan. Any condemnation by the Township of the Property (or any easement interest therein) prior to or after Closing shall be a default by the Township hereunder.

14. COMMISSIONS. Grantor and Grantee each represent and warrant to the other that no real estate commission, broker's fee or other similar fee or commission is now or shall at any time be due with respect to this Agreement or the Easement Agreement. If any claims for such fees are made against any of the Parties in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments formed the basis of such claim, and such party further agrees to indemnify and hold harmless the other party from and against any all such claims or demands.

15. MISCELLANEOUS.

(a) Assignment of Agreement. The Parties may assign this Agreement or any of the rights contained herein without the prior written consent of the other and the Grantee may designate a different grantee on the Easement Agreement. In either event, the covenants, representations and warranties of each party herein shall run to the benefit of the other and any such assignee or designee and shall be re-certified to all such Parties at the Closing.

(b) Binding Effect. This Agreement shall run to the benefit of Grantee, its successors and assigns (and designees), and shall be binding upon Grantor and Grantor's successors and assigns. All terms and conditions, representations, covenants and warranties contained herein shall survive Closing and recording of the Easement Agreement and shall continue to be enforceable by either party thereafter.

(c) Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, electronic mail or email (so long as the applicable communication follows by one of the other means listed), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Grantee:

Linden Energy Services
118 Armstrong Road, Suite 200
Pittston, PA 18640
ATTN: Paul Coviello
Fax: _____
Telephone No: (570) 209-9977 x202
Email: p.coviello@lindenes.com

with a copy to:

Linden Energy Services
118 Armstrong Road
Pittston, PA 18640
ATTN: Mark Cleaves Esq.
Fax: _____
Telephone No: (774) 430-0912
Email: mcleaves@usefc.net

If to Grantor:

PRESTON TOWNSHIP
1515 Crosstown Highway
Lakewood, PA 18439
ATTN: ALAN JONES, Chairman
Fax: (570) 798-2130
Telephone No. (570) 798-2114
Email: _____

with a copy to:

Michael P. Lehutsky, Esq.
Attorney & Counselor at Law
613 Main Street
Honesdale, PA 18431
Fax: 570-253-3838
Telephone No: 570-253-3800

Email: esquire@lehutsky.com

Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing or actually delivered. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

(d) Headings. Descriptive headings herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(e) Time of Essence. Time shall be of the essence with respect to the performance of all obligations of the Parties hereunder.

(f) Governing Law. This Agreement is being delivered in the Commonwealth of Pennsylvania and shall be construed, interpreted and enforced in accordance with the laws of that Commonwealth, without regard to the conflicts rules or choice of law rules thereof, and each party hereto hereby agrees that any court of competent jurisdiction in Wayne County, Pennsylvania shall be a proper (but not exclusive) venue for the enforcement of any rights hereunder, and accordingly, each party hereby agrees to be subject to the jurisdiction of any such court.

(g) Counterparts. This Agreement may be executed simultaneously 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. Emailed (or pdfed) copies of this Agreement shall be deemed an original for all purposes.

(h) Severability. If any part of this Agreement should be determined to be invalid, unenforceable or contrary to law, that part shall be amended, if possible, to conform to law, and if amendment is not possible, that part shall be deleted and other parts of this Agreement shall remain fully effective, but only if, and to the extent, such modification or deletion would not materially and adversely frustrate the Parties essential objectives as expressed in this Agreement.

(i) Inclusion of Recitals. The recitals to this Agreement shall be considered as a part of this Agreement as though rewritten within the body of this Agreement and are enforceable by both Parties hereto.

(j) Entire Agreement; Exhibits. This Agreement, the Proposed Easement Agreement and all other exhibits attached hereto constitute the entire agreement among the Parties as it relates to the subject matter hereof, and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument duly executed by all of the Parties to this Agreement. All exhibits to this Agreement shall constitute part of this Agreement and shall be deemed to be incorporated in this Agreement by reference and made a part of this Agreement as if set out in full at the point where first mentioned.

(k) Memorandum of Agreement. The Parties hereto shall, upon the request of either party hereto, execute, acknowledge and deliver at any time after the execution and delivery of this Agreement, a memorandum of this Agreement to be recorded in the Office of the Clerk of Wayne County, Pennsylvania.

(l) Cooperation on Potential Sale of All or a Portion of Property.

If during the term of this Agreement, Grantor decides to sell all or a portion of the Property, it receives a bona fide written offer by a willing third party to purchase all or part of the Property which Grantor intends to accept, or a purchase agreement which Grantor intends to enter into (collectively, "Offer"), Grantor shall give written notice to Grantee at the address provided herein accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale so that Grantee may make an Offer or otherwise protect its Option or Permanent Pipeline Easement rights. However, neither the purchase of all or part of the Property containing the Permanent Pipeline Easement by a third party or the purchase of Property by Grantee shall impact the rights and obligations conferred by this Agreement; such that a third party purchase will take subject to the Option or Permanent Pipeline Easement, as the case may be, and a purchase by Grantee will not effect a merger of the two property estates (until such time as any documents of merger are filed and recorded).

(m) [Reserved]

(n) Attorneys' Fees. Should either party employ an outside attorney(s) to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

(o) Further Cooperation. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance and transfer of the Easement Rights to Grantee.

(p) The Parties hereto acknowledge and agree that because the Grantor is a public governmental entity the execution of this Option Agreement and the subsequent Easement Agreement will be subject to public disclosure, advertisement and the passage of an appropriate ordinance or ordinances to authorize the Grantor's execution of the necessary agreements and documents. However, prior to any such disclosure, Grantee shall be provided with the opportunity to review and consult as to the nature, dissemination mode, content and timing of any such disclosure and consent to the content of such disclosure such consent shall not be unreasonably withheld.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:
PRESTON TOWNSHIP

By: _____
Name: _____
Title _____

GRANTEE:
LINDEN ENERGY SERVICES
PARTNERS, L.P., a Delaware limited
partnership

By: _____
Name: _____
Title _____

EXHIBIT A

Description of Proposed Pipeline Property

This Deed,

Made the 14th day of October in the year of our Lord one thousand nine hundred and Sixty-Eight (1968).

Between O & W ~~LINES~~ LINES, INC., a New York corporation, having its principal place of business at 1400 Harrison Avenue, Cincinnati, Ohio . . . GRANTOR

A N D

PRESTON TOWNSHIP

GRANTEE

Witnesseth, that in consideration of Ten Thousand Five Hundred (\$10,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby release and quit claim to the said Grantee, its Heirs and Assigns,

All that certain piece or parcel of land lying, situate and being in the Township of Preston, County of Wayne and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the boundary line between Preston Township and Buckingham Township at valuation station 6110 + 68 and being a strip of land approximately fifty (50) feet in width and including any and all strips and parcels contiguous thereto and forming a part thereof of the rail line, so called, of the Ontario, Carbondale and Scranton Railway Company and thence continuing in a Southerly direction through the Township of Preston to and through the Town of Poynette to valuation station 6498 + 25.2 including therein all of that portion of Segment 11 of the Ontario, Carbondale and Scranton Railway Company as is located in the Town of Poynette and running from the Buckingham-Preston Township boundary lines to the line of the Mount Pleasant Road to Poynette, Pennsylvania, extending a distance of about six miles by the same, more or less.

The above description is in accordance with survey maps of the Ontario, Carbondale and Scranton Railway Company dated June 30, 1916, revised January 1, 1957, being No. V 6A 9 through 17, a copy of said survey map being hereby recorded in Wayne County Map Book 4 at page 72 .

BEING a part of the property which Sidney G. Rose, et ux., and Philip L. Morkowitz, et ux., deeded to the O & W Railway Lines, Inc., by deed dated , and intended to be recorded herewith.

EXCEPTING AND RESERVING from the above described piece or parcel of land all of the coal and peat moss located on the right-of-way in the Preston Park area for a period of three years.

BOOK 245 PAGE 1066

In Witness Whereof, the Grantor has hereunto set its hand and seal
the day and year first above written.



Signed, Sealed and Delivered
in the presence of

Philip L. Cohen
Attala
Secretary

O. W. Price, Esq.

by *Philip L. Cohen*, President

Seal
Seal

STATE OF OHIO
Commonwealth of Pennsylvania
County of Hamilton

ss.

On this, the 14th day of OCTOBER A.D. 1882, before me
the undersigned Officer, personally

known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

State of
County of

ss.

On this, the day of A.D. 1882, before me
appeared the undersigned officer, personally

known to me, (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

STATE OF OHIO
COUNTY OF HAMILTON

SS:

On this, the 14th day of OCTOBER A.D. 1968, before me
the undersigned officer, personally
appeared PHILIP L. MOSKOWITZ

who acknowledged himself to be
the V.PRESIDENT of O. & W. LINES, INC.
a Corporation, and that he as such V.PRESIDENT being authorized to
do so, executed the foregoing instrument for the purposes therein
contained by signing the name of the Corporation by himself as

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ALFRED M. COHEN
Title of Officer
Notary Public, State of Ohio
My Commission Has No Expiration Date
Ohio Revised Code, Sec. 147.03

I hereby Certify, that the precise residence of the Grantee is Preston Park, My Commission Has No Expiration Date.

Preston Park

Attorney for Grantee

Deed
Quit Claim

Act 1909

O. & W. LINES, INC.

To

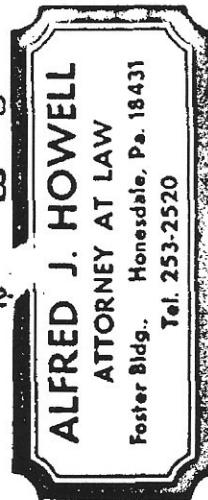
PRESTON TOWNSHIP

ENTERED FOR RECORD
RECORDERS OFFICE

NOV 12 2 17 PM '68

WAYNE COUNTY, PA.

FEE \$6.85 STAMPS 105.00



Commonwealth of Pennsylvania
County of Wayne } ss.

Recorded on this 13th day of November A.D. 1968, in the
Recorder's Office of the said County in Deed Book 245 Volume Page 1065

Given under my hand and the seal of the said Office, the date above written.

Dorothy L. Bryant Recorder
Dorothy L. Bryant

BOOK 245 PAGE 1067

Page 78
(Left)

THE
RIVER

22

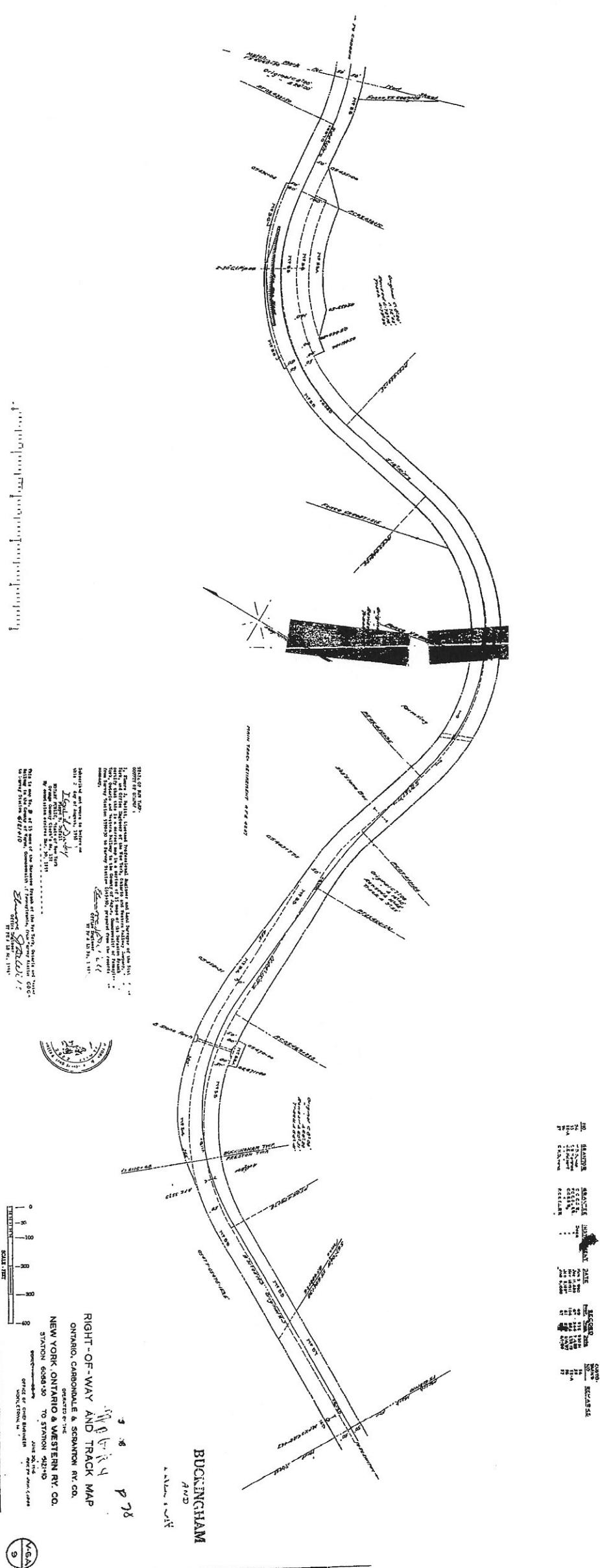


EXHIBIT B

FORM OF EASEMENT AGREEMENT

THIS PIPELINE RIGHT-OF-WAY DEED OF EASEMENT AGREEMENT (this “Easement Agreement” or “Agreement”) is made as of this _____ day of _____, 2016, by and between PRESTON TOWNSHIP, PENNSYLVANIA (“Grantor” or “Township”), and LINDEN ENERGY SERVICES PARTNERS, L.P., a Delaware limited partnership (“Grantee”).

ARTICLE I: GRANT OF EASEMENT

1.1 Grant of Easement. Subject to the terms and conditions set forth in this Easement Agreement (the term “Easement Agreement” and “Agreement” are used interchangeably herein), Grantor, for itself and its successors and assigns, does hereby grant, bargain, sell, warrant, transfer and convey to Grantee, its successors and assigns, the following easements (collectively, the “Easements”):

(a) a permanent, perpetual, and exclusive easement seventy-five feet (75') in width in, on, upon, over, under and across the entire Property as Grantee deems necessary (the “Permanent Pipeline Easement”), approximately _____ (____) miles long, more or less, for the purpose of surveying, clearing, excavating, laying, constructing, installing, operating, inspecting, testing, renewing, reconstructing, repairing, removing, replacing, connecting, changing the size of, and upgrading one or more pipeline(s) for the gathering, conveyance and transportation of natural gas and its constituents and, at Grantee's discretion, fresh water, together with any necessary and required above and below-ground appurtenances and facilities for the transmission of natural gas and/or water (collectively, the “Pipeline(s)”), running on, upon, over, under and across the Property, as generally depicted on Exhibits “A” and “B” attached hereto and made a part hereof (the “Easement Area”). The Pipeline(s) are expected to be, but shall not be limited to, 16” in diameter. The Easements are intended to encompass, should Grantee require same, all the property previously owned by O & W railroad, including those properties that are underneath Township public roads and for which liquid fuels tax is allocated. Except as necessary to gain access to the Easement Area, Grantee shall only obtain a Permanent Pipeline Easement on the above-referenced 75' wide strip and not any adjacent properties owned by Grantor; and

(b) a permanent, perpetual, and non-exclusive easement for ingress, egress and regress (the “Access Easement”) over and across the Property at any time and at all times for the purposes of accessing the Easement Area and additional access by means of existing roadways or pathways. Grantor acknowledges and agrees that Grantee, as part of the access rights granted in this Subsection, shall also have the right and ability to expand and improve any existing roadways and pathways subject to the prior consent and approval

of the Grantor; and

(c) a temporary construction easement of a width equaling the lesser of one hundred fifty feet (150') or the actual Property width owned by the Township and approximately _____ (____) miles long, more or less, (the "Construction Easement"), for the purpose of constructing the Pipeline(s), with such Construction Easement terminating upon placing the last of the Pipeline(s) into operation. The Construction Easement shall extend beyond the limits of the Permanent Pipeline Easement herein granted and may be apportioned on either side of the Permanent Pipeline Easement, as deemed necessary by Grantee for construction purposes;

(d) [Reserved]

(e) The location of the Permanent Pipeline Easement, the Construction Easement and the Access Easement are shown on Exhibits "A" and "B" attached hereto.

1.2 Relocation of Easement Area. In the event that either party has reasonable need to require the relocation of all or a portion of the Permanent Pipeline Easement or the Access Easement from time to time, the Parties will cooperate with each other to so relocate them, provided that Grantor owns other property on which they can be relocated and further provided that in no circumstances shall such relocation render the Easements, as relocated, unfit for Grantee's use as set forth herein. The party requesting the relocation shall be responsible for the full cost of relocating the Pipeline(s), and the Parties shall enter into an amendment of this Agreement or a new easement agreement, as determined by Grantee, to document such relocation and grant to Grantee the same rights in and to such relocation as exist hereinafter with respect to the Easements.

1.3 Exclusivity.

(a) The Permanent Pipeline Easement and the rights and privileges granted herein appurtenant thereto, are exclusive to Grantee as to the conveyance, collection, gathering, transmittal and distribution of natural gas; the construction, installation, and operation of natural gas pipeline(s), appurtenances, and facilities; for the construction, installation, and operation of water pipelines and related appurtenances and facilities; and the conveyance, collection, transmittal, and distribution of water in support of gas drilling operations. Grantor expressly covenants and agrees that, while this Agreement is in effect, Grantor shall not grant any other rights-of-way, easements, agreements, leases, licenses, permits, permissions, covenants, conditions, servitudes, grants, rights, or the like on, above, under, within, across, or that cross the Easements and the Property that are in any way related to the conveyance, collection, gathering transmittal and distribution of natural gas; the construction, installation, and operation of natural gas pipeline(s), appurtenances and facilities; for the construction, installation, and operation of water pipelines intended to support of natural gas operations and related facilities; and the conveyance, collection, transmittal, and distribution of water

to be used in support of natural gas drilling operations. Should Grantor sell, transfer or assign the Property or any of its rights or obligations under this Agreement, or any interest herein or therein, any such buyer, transferee, assignee, or the like shall acknowledge in writing the assumption of all of Grantor's obligations (including the terms of this Section) in and under this Agreement. However, notwithstanding anything to the contrary above, and solely related to water, Grantor hereby expressly retains and reserves for itself only the right to gather, collect, and sell water as long as this reserved activity does not interfere with Grantee's Pipeline(s) activities and operations or any of the rights and privileges granted unto Grantee herein. Further, the Permanent Pipeline Easement shall be exclusive only as to the usage of the Permanent Pipeline Easement for natural gas and water pipelines and in all other respects it shall be non-exclusive, thereby permitting the Township the rights to use the Property and Permanent Pipeline Easement for the purpose of other easements and the placement of utilities, including but not limited to petroleum and water distribution pipelines, with the Township recognizing that the Permanent Pipeline Easement granted to Grantee shall be considered the dominant of any such easements. The water Pipeline(s) to be installed and maintained by the Grantee will carry only source water as may be needed to support operations and they shall not be used to transport fracking or other waste waters or waste materials or substances.

(b) Grantor reserves and has the right to use the surface of the Easement Area for purposes not related to the construction, installation, and operation of natural gas and water pipelines, appurtenances, and related facilities and the conveyance of natural gas and water on, under, within and along the length of the Easement Area and the Property, and which do not interfere with or prevent the construction, maintenance, use and operation of the Pipeline(s), including, without exception, usage of the Easement Area as public road or recreational trail with related drainage facilities. However, notwithstanding anything to the contrary herein, Grantor expressly acknowledges and agrees that, for safety reasons, Grantor shall not have the right to access, use, enjoy, or otherwise be permitted to be on the Easement Area or the Construction Easement during Grantee's active period of operations, including, but not limited to, during Grantee's clearing, excavating, construction, installation, testing, maintenance, inspection, repairing, replacing, and removal operations without Grantee's consent. Grantor acknowledges and agrees that Grantor will not inhibit or interfere with Grantee in the proper exercise of any of Grantee's rights as granted in this Agreement. Moreover, Grantor also agrees not to change or alter the depth of cover over Pipeline(s) and related appurtenances.

1.4 Use of Easement Area. Grantee's use of the Easement Area shall include, along with the other rights granted in this Agreement, the following:

(a) The surveying, excavation, construction of and installation of the Pipeline(s), and the necessary or appropriate above and below-ground

appurtenances, subsurface taps, connections, metering, metering stations, pigging stations, trunk lines, equipment and attachments ancillary thereto to be used to carry, convey, collect, gather, transmit and distribute natural gas and water on, under, across and within the Permanent Pipeline Easement (everything other than the Pipeline(s) may be referred to collectively as the “Ancillary Facilities”). As used in this agreement “Ancillary Facilities” do not include compressor stations which shall be addressed as required in separate agreements.

(b) Operating, inspecting, testing, maintaining, modifying, removing, repairing, upgrading, and replacing the Pipeline(s) and the Ancillary Facilities as from time to time deemed reasonably necessary by Grantee.

ARTICLE II: CONSTRUCTION AND MAINTENANCE

2.1 Construction of Pipeline(s) and Accessways.

(a) Without limitation to the requirements provided in this Section 2.1, Grantee, at its sole cost and expense, shall construct the Pipeline(s), the Ancillary Facilities and appurtenances and roadways or accessways (if needed) (same to be included within the definition of the Ancillary Facilities hereunder) in accordance with engineering designs and construction practices commonly used for the construction of similar gas and water pipelines, appurtenances, roadways and other accessways, and in accordance with all applicable federal, state, municipal and regulatory agency laws, ordinances, statutes, rules or regulations, including but not limited to, 49 C.F.R. Part 192 related to Minimum Federal Safety Standards. Grantee shall consult with Grantor throughout the construction concerning compliance with the Easement Plan, construction designs, construction practices and other matters and the Grantor shall be afforded the opportunity to provide input related to said aspects of construction.

(b) Grantee shall, to the extent practical, install and maintain the Pipeline(s) at a depth of at least thirty-six (36) inches beneath the grade. The surface of the Permanent Pipeline Easement shall remain flat and level with appropriate crowning and drainage, with a base of at least eight inches of modified stone compacted to six inches and in all respects complying with municipal roadway ordinances and applicable state construction standards, after the Pipeline(s) construction so as not to impede use of the Property for vehicular or recreational use.

(c) Grantee shall make every effort not to damage or otherwise affect the swales, culverts and crosspipes on the Property. Should Grantee cause any such damage it shall, at its sole expense, repair, replace or restore the damaged property in accordance with Section 2.4 hereof.

(d) At any location in which a pre-existing crosspipe at a depth of seven (7) feet or less intersects with the Pipeline(s) and is located by Grantee, the Pipeline(s) shall be constructed, if possible, to run under the crosspipe. The Pipeline(s) and the Ancillary Facilities shall be constructed to, if necessary, run under any stream crossings.

(e) Grantee, its successors and assigns, are given and granted the right to sell, transfer and assign its rights under this Agreement or any interest therein, and the same shall be divisible among two or more owners as to any right or rights created hereunder, as long as Grantee provides prior written notice to Grantor thereof. Grantee, its successors and assigns, are also given and granted the right to mortgage its rights under this Agreement or any interest therein, and the same shall be divisible among two or more owners as to any right or rights created hereunder without obtaining Grantor's prior written consent.

(f) Grantee shall remain open and attentive to the needs of the Township's citizens with respect to the placement and operation of the Pipeline(s). Grantee will make every reasonable effort to be accommodative to the Grantor and the citizenry and shall exercise the utmost of good faith and fair dealing with said Parties to reach mutual agreement(s) whenever possible, it being understood that the Grantee's reasonable business necessity shall be given priority in the case of an irreconcilable conflict between competing interests. To the extent operationally and economically feasible, as determined by Grantee's engineers and approved by Grantee's general partner, Grantee will accommodate the placement of natural gas pipeline access to one or more local distribution companies which meet Grantee's safety and credit requirements.

2.2 Ancillary Facilities. Grantee may, during initial construction and subsequent use and operation of the Pipeline(s), construct, operate, repair, replace and maintain within the Permanent Pipeline Easement such taps or connections to the Pipeline(s) and other above and below- ground appurtenant facilities (same to be considered part of the "Ancillary Facilities" hereunder) as it deems reasonably necessary and appropriate for the operation and maintenance of the Pipeline(s). The Ancillary Facilities may require construction, operation, repair, replacement and maintenance of lateral gas pipelines or metering facilities larger or smaller than those initially constructed and may tie into the initially constructed Pipeline(s) to provide access to and from such initial Pipeline(s). Any below-ground Ancillary Facilities shall be maintained at a depth of at least thirty-six (36) inches; *provided, however,* that should it be infeasible to maintain any below-ground Ancillary Facility at such a depth, then they shall be fenced and identified by sign as prescribed under Section 2.3 below.

2.3 Protection of Easements. Grantee shall be responsible, at its sole cost and expense, for the installation of signage, gates or other obstacles to the Easements

which are or may be required by law or regulation in connection with the operation or maintenance of the Pipeline(s) or the Ancillary Facilities, and identifying any surface emanations of the Pipeline(s) or the Ancillary Facilities, provided, however, that after Grantee's construction or maintenance operations are finished no gates or other obstacles shall interfere with public use of the Property as a public roadway and continuous recreational trail along its entire length.

2.4 Damage Due to Construction, Operation, Maintenance or Repair.

Grantee, at its sole cost and expense, shall promptly restore the Easement Area and any portion of the Property affected by the construction, operation, maintenance, repair or removal of the Pipeline(s) or the Ancillary Facilities, to as good a condition or better, as existed prior to such construction, operation, maintenance, repair or removal.

2.5 Permits and Approvals. Grantee shall, at its sole cost and expense, procure and maintain any and all approvals and/or permits necessary for the construction, maintenance, repair, replacement, removal and/or operation of the Pipeline(s) and the Ancillary Facilities. Grantor shall cooperate with Grantee to facilitate, to the extent necessary, Grantee's efforts to obtain any and all necessary permits and approvals.

2.6 Maintenance. Grantee shall be liable and responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Pipeline(s), the Permanent Pipeline Easement and the Ancillary Facilities, except that Grantor shall be solely liable and responsible for any damage or destruction to the Pipeline(s), the Easements or the Ancillary Facilities that results from Grantor's negligence, gross negligence or willful misconduct or the negligence, gross negligence, or willful misconduct of Grantor's agents, and representatives. Grantee shall at all times cause the Pipeline(s), the Easements and the Ancillary Facilities to be maintained in good order, condition and repair, free and clear of all trash and other debris caused by Grantee. Grantee shall use all reasonable care in the maintenance and inspection of the Easements and shall keep the Easements reasonably clear of all brush and shrubs. Grantee shall have the right at any time and from time to time to trim, cut, clear, clean, chip and remove any and all trees, timber, bushes, and undergrowth from the Permanent Pipeline Easement and to clear, clean, dismantle and remove any and all other obstructions from the Permanent Pipeline Easement herein granted and Grantee shall not be liable or responsible for any damages caused thereby.

2.7 Grantor's Inspection of Construction and Maintenance. To assure compliance with the terms and conditions of this Agreement, Grantor or its agent shall be permitted to inspect the construction and maintenance of the Pipeline(s) and the Ancillary Facilities as long Grantor previously coordinates any such inspection with Grantee and as long as said inspection does not interfere with Grantee's operations or create a safety risk.

2.8 Grantee's Failure to Perform. Should Grantee at any time fail to perform its obligations under this Agreement in the manner and at the time required to be performed, then Grantor shall provide written notice thereof to Grantee providing the following period of time within which to correct such failure: a) Twenty-four (24) hours in the event of a failure which threatens potential imminent harm or injury to the public; b) Two (2) calendar days in the event of a failure that interferes with or impairs public travel or access; c) Fifteen (15) calendar days in the event of a failure to make required payments; and, d) One

hundred and twenty (120) calendar days for all other failures of performance. If the Grantee does not take reasonable actions necessary to perform those obligations within the above specified period of time after written notice thereof to Grantee, the Grantee shall be in default hereunder and the Grantor, at its option, may bring legal action upon such default; proceed in accordance with all other remedies provided in Article IX hereof; or, perform any or all of such obligations for and on behalf of Grantee. In the event, that the Grantor undertakes to perform on behalf of the Grantee, then the Grantee shall pay to Grantor all reasonable, out-of-pocket costs actually incurred by Grantor, together with interest thereon from the date of written demand until the date of payment at a rate per annum equal to one (1%) percent above the then-current prime rate of interest charged by the Wells Fargo Bank or its successor.

2.9 Grantor Care. Grantor acknowledges that the construction and operation of the Pipeline(s) and the Ancillary Facilities on, under, and across the Permanent Pipeline Easement by Grantee will be either located adjacent to, or directly below, the Grantor's public roads and trails. For the safety of and convenience to the public, Grantor shall take reasonable precautions to not interfere with or damage the Pipeline(s) or the Ancillary Facilities.

2.10 Temporary Interference of Grantor's Use.

(a) Grantor acknowledges that the United States Department of Transportation and other regulatory bodies have strict maintenance and inspection requirements (*see e.g. 49 CFR Part 192*) with respect to the construction, maintenance and operation of pipelines, and therefore, from time to time, Grantee's construction, maintenance or repair of the Pipeline(s) or the Ancillary Facilities may require the temporary closing of portions of the roadways or recreational areas located on the Property, or may otherwise inconvenience Grantor. Grantee hereby agrees to provide Grantor, if possible, with fourteen (14) calendar days prior written notice of the performance of any work on the Easement Area, other than Grantee's initial construction activities, which is likely to require the temporary closing of any portions of the roadways or recreational areas.

(b) Notwithstanding the foregoing, the Parties acknowledge and agree that the United States Department of Transportation and other regulatory bodies also have detailed requirements with respect to emergency response preparation and required actions in the event of an emergency and, thus, in the event that Grantee experiences an emergency situation, Grantee may temporarily close appropriate portions of the roadways or recreational areas without prior notice to Grantor to ensure the safety of the public while Grantee assesses the situation and executes its emergency response plan. Grantee shall promptly provide notice to Grantor of known emergency or potential emergency situations that require or may require closings of the roadways or recreational areas. Grantee shall be responsible for costs associated with signage indicating closings of the recreational areas in addition to such other amounts as may be required pursuant to the terms of this Agreement.

(c) Except during Grantee's initial construction operations, Grantee shall limit disruption of the public's use of the roadways or recreational areas by taking all reasonable actions to limit the duration of such temporary closings to the absolute minimum time required and limit the length of the closing to the shortest possible portion of the recreational areas.

2.11 Grantee's Ongoing Obligation to Share Information. Grantee, upon receipt of any material information regarding the Property, shall provide such information to Grantor. Without limitation to the general nature of Grantee's obligation, types of information that shall be shared include mapping, surveys, safety issues, known hazards and security issues. Upon completion of the Pipeline(s), Grantee will supply Grantor with a copy of the "as built" survey(s) depicting the location of the Pipeline(s) and the Ancillary Facilities.

ARTICLE III: TAXES

3.1 Impositions. To the extent the Property is not tax-exempt by virtue of Grantor's ownership thereof, Grantee shall be responsible for any and all state and local transfer, property or other taxes or assessments levied or increases in existing taxes or assessments in connection with the change in use of the Property that are solely and directly caused by the grant of the Easements, the construction of the Pipeline(s) or the Ancillary Facilities, the transport of natural gas and/or water or Grantee's use and possession of its personal property and equipment on the Permanent Pipeline Easement or the Property. However, Grantee's responsibility herein shall not arise until Grantor provides Grantee with a written request to pay any such taxes and the document that evidences the tax imposed or the increased tax liability. 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 or any tax that is increased.

3.2 Tax Penalties. Grantee shall protect, defend, indemnify and hold harmless Grantor from and against all liabilities imposed upon or incurred by Grantor by reason of Grantee's failure to timely pay any taxes identified in Section 3.1 above; however, Grantee's obligations herein shall arise only after Grantee receives a written request from Grantor and the document that evidences the tax imposed or the increased liability prior to the applicable due date.

3.3 Real Estate Rollback Taxes. To the extent the Property is not tax-exempt by virtue of Grantor's ownership thereof, Grantee shall be responsible for any rollback tax liability, if applicable, directly and solely caused by the granting of the Easements, the construction of the Pipeline(s) or the Ancillary Facilities, or to the operation of the Pipeline(s). To the extent that Grantor is deemed liable by any taxing authority or court of competent jurisdiction for payment of rollback taxes, Grantee shall protect, defend, indemnify and hold harmless Grantor for the same. However, Grantee's responsibility herein shall not arise until Grantor provides Grantee with a written request for payment of any such real estate rollback taxes and the document that evidences the rollback tax liability. Grantor agrees to allow Grantee to enter an appearance on behalf of Grantor, or in conjunction with Grantor, in order to contest any such rollback taxes.

3.4 Other Taxes. Grantee shall be responsible for any and all income taxes

relating to its use and operation of the Pipeline(s) or the Ancillary Facilities, including, without limitation, any new taxes which may be levied or assessed at any time or from time to time that are solely and directly attributable to the construction of the Pipeline(s) or the Ancillary Facilities. Grantee shall not have any obligation for any state, local, or Federal income taxes that may be due by Grantor as a result of any payments made pursuant to this Agreement or the Option Agreement. Grantor acknowledges and agrees that Grantee has not made any representations whatsoever regarding the tax consequences of any payments made pursuant to this Agreement and Grantor further acknowledges and agrees that it is their sole responsibility to ascertain the tax consequences of any payments provided by Grantee pursuant to the terms of this Agreement.

ARTICLE IV: INSURANCE

4.1 Grantee Insurance Requirements. Grantee shall maintain in full force and effect, without lapse in coverage, at all times thereafter with respect to the Easements and the Pipeline(s), comprehensive general liability insurance and property damage insurance with combined limits in the amount of \$2,000,000 prior pipeline construction; \$5,000,000.00 during pipeline construction; and \$20,000,000 following pipeline completion or, in Grantee's discretion, a greater amount comparable to industry standards with responsible insurance companies in good standing with regulatory authorities in the Commonwealth of Pennsylvania, which policies shall name Grantor as an additional insured. Such insurance shall be consistent with industry standards, applicable laws and regulations and include coverage for personal injury, property damage and environmental claims associated with the Pipeline(s). Prior to the commencement of the Pipeline(s) construction in the Permanent Pipeline Easement, Grantee shall provide Grantor with copies of all such certificates of insurance evidencing such coverages and that Grantor has been named an additional insured under all such policies. Thereafter, Grantee shall name Grantor as an additional insured under the aforesaid insurance policy(ies) and shall maintain the Grantor, its successors or assigns as an additional insured on said policies throughout the duration of this Agreement.

4.2 Subrogation. All policies carried by either party relating to the Property and Easements shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

5.1 Grantor Representations and Warranties. Grantor hereby represents and warrants to Grantee the following:

(a) Grantor is the sole legal and record owner of the Property, subject to rights of the public to use the Property for public roads and recreational trails;

(b) Grantor has the right and authority to grant the Easements to Grantee and to enter into this Agreement and the signer/representative has obtained permission and authority to sign on behalf of Grantor, and that the signing and performance contemplated by and under this Agreement does not violate any law under which Grantor is organized, and the charter, ordinances or resolutions or code of laws or any court orders, judicial decrees or contracts, affecting Grantor; and

(c) Except for existing utility crossings, Grantor has not granted any other rights-of-way, easements, leases, licenses, permits, agreements, permissions, covenants, conditions, servitudes, grants, rights or the like for the purpose of installing, constructing and operating pipeline(s) for the gathering, conveyance and transportation of natural gas and/or water on, under, across, through and crossing the Permanent Pipeline Easement and the Property and Grantor will not do so for as long as this Agreement is in effect, unless any of the aforesaid is requested by a governmental entity other than Grantor, in which case any activity should be previously coordinated with and subject to approval by Grantee (in its sole discretion) as permitted by law.

ARTICLE VI: RELEASE, INDEMNITY AND HOLD HARMLESS

6.1 Grantee Indemnification. Grantee hereby agrees to indemnify, defend, release and hold harmless Grantor, its successors, assigns, employees and agents, from and against any and all damages and/or injury, and all claims, demands or liabilities of any kind or nature, or damage to the person or property of any third person, firm or corporation (including the agents, assignees and employees of Grantor), which are caused (including acts of Grantee's agent or contractor) by the construction, operation, repair, renewal, reconstruction, maintenance, use or existence of the Pipeline(s) or the Ancillary Facilities, including, without limitation, the leaking of the contents of the Pipeline(s) or the Ancillary Facilities, excluding, however, any and all losses, liabilities, damages, claims, actions, demands, and suits of any kind and nature or damage to any person or property which results or arises from the deliberate or willful conduct, negligence, gross negligence, malicious acts or omissions of Grantee or Grantee's successors, assigns, employees, agents, representatives or invitees. Grantee shall at all times comply with all local, state and Federal laws including those applicable to the environment, land, air, water, noise, and the water, and Grantee agrees to indemnify and hold Grantor harmless for any liability resulting from Grantee's failure to comply with same. The provisions of this Section 6.1 shall survive expiration or termination of this Agreement for a period of six (6) years.

ARTICLE VII: NOTICES

7.1 Notices. All notices allowed or required to be given hereunder must be in writing and dispatched by United States certified mail, return receipt requested, or by Federal Express or similar delivery service where a receipt for delivery is provided, to the

addresses shown in this Agreement. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this Agreement shall commence with the date that the party actually received (or refused delivery) such written notice, and the date of postmark of any return receipt indicating the date of delivery (or refused delivery) of such notice to the addressee shall be conclusive evidence of such receipt.

If to Grantor:

PRESTON TOWNSHIP
1515 Crosstown Highway
Lakewood, PA 18439
ATTN: ALAN JONES, Chairman
Fax: (570) 798-2130
Telephone No. (570) 798-2114
Email: _____

with a copy to:

Michael P. Lehutsky, Esq.
Attorney & Counselor at Law
613 Main Street
Honesdale, PA 18431
Fax: 570-253-3838
Telephone No. 570-253-3800
Email: esquire@lehutsky.com

If to Grantee:

Linden Energy Services Partners, L.P.
118 Armstrong Road, Suite 300
Pittston, PA 18640
Attn: Paul Coviello
Tel: 570-209-9977 x202

ARTICLE VIII: GRANTOR'S USE AND ENJOYMENT

8.1 Limitation on Surface Structures Impeding Use of Permanent Pipeline Easement. Grantor hereby agrees that it shall not cause or permit any building or other structure to be built within the Permanent Pipeline Easement that will in the judgment of the Grantee interfere with the construction, maintenance, and operation of the Pipeline(s) or any Ancillary Facilities nor will Grantor permit same to be done by others, and Grantor shall cause any such buildings or structures to be removed at its sole expense.

ARTICLE IX DEFAULT BY GRANTEE; TERMINATION: DISPUTE RESOLUTION

9.1 Default by Grantee. In the event that Grantee fails to perform any material obligation pursuant to the terms of this Agreement or takes any action in violation of the material terms of this Agreement, and does not commence reasonable actions to cure such failure or violation within the applicable time period provided in

Paragraph 2.8 hereof, after receiving written notice from Grantor detailing such failure or violation, then Grantee shall be considered to be in default of this Agreement (a “Grantee Default”).

9.2 Termination and Release of Easement.

(a) Should a Grantee Default occur, Grantor may record a termination and release of this Easement Agreement (a “Termination”) in the Wayne County Recorder of Deeds Office (or such other appropriate office as may be required), thereby terminating this Agreement and the Easements granted to Grantee herein. If Grantee cures such Grantee Default prior to the recording of such Termination, then Grantor shall be prohibited from recording such Termination until a subsequent Grantee Default has occurred and the cure notice and periods stated herein shall have expired with respect thereto. Nothing contained herein shall preclude the Parties from agreeing to a longer period of time for the curing of a particular default should circumstances warrant, but no such agreement shall be valid or enforceable unless it is in writing signed by the Parties. Notwithstanding the foregoing, Grantor shall be afforded an option to accept ownership and control of the Pipeline(s) as part of any termination.

(b) Within twenty-four (24) months following the termination of this Easement Agreement for any reason, Grantee shall remove the Pipeline(s) and the Ancillary Facilities from the Property. Removal of the Pipeline(s) and the Ancillary Facilities shall be performed in a manner consistent with all Federal, Commonwealth, and local laws, statutes, regulations and ordinances as well as all terms of this Agreement related to the construction and maintenance of the Pipeline(s) and the Ancillary Facilities (including Section 2.4 above) and the provisions related to Abandonment set forth in Paragraph 9.4 hereinafter. Prior to commencing the removal hereby required, the Grantee shall post a performance bond with the Grantor, sufficient in amount to insure the full estimated costs of the complete and proper removal of the pipeline and all ancillary facilities as hereinafter provided.

(c) In the event this agreement is terminated or the pipeline is abandoned prior to the twenty-fifth (25th) anniversary of the Closing Date established pursuant to the Option Agreement (“25th Anniversary”) then, prior to commencing the required removal of the pipeline and ancillary facilities, the Grantee, at its cost, shall post and maintain a performance bond with the Grantor sufficient in amount to insure the full estimated cost of the complete and proper removal of the pipeline and all ancillary facilities. The amount of the bond shall be established no later than sixty (60) calendar days after the termination or notice of abandonment and shall be established by agreement of the parties. In the event that an agreement is not reached as to the amount of said bond within that time period, the issue shall be submitted to arbitration pursuant to Section 9.3 hereof.

(d) If this agreement has not been terminated or abandoned as of the 25th Anniversary the parties or their respective successors or assigns shall jointly review the status, condition and continued viability of the pipeline and ancillary facilities to determine if there is a reasonable probability of a termination, abandonment or substantial repair or replacement of the pipeline or ancillary facilities during the succeeding seven (7) year period. Within sixty (60) calendar days of the 25th Anniversary the parties shall agree as to whether such a reasonable probability exists and the estimated cost of the removal or repair of the pipeline and ancillary facilities. In the event that agreement is reached as to the existence of such a reasonable probability and the estimated costs associated therewith, the Grantee, at its cost, shall forthwith post and maintain a performance bond with the Grantor sufficient in amount to insure the full estimated cost of the complete and proper removal, repair or replacement of the pipeline and ancillary facilities. In the event that an agreement is not reached within sixty (60) calendar days of the 25th Anniversary as to either the existence of a reasonable probability of a termination, abandonment or substantial repair or replacement of the pipeline or ancillary facilities during the succeeding seven (7) year period or the amount of a bond to insure the full estimated cost thereof, the issues shall be submitted to arbitration pursuant to Section 9.3 hereof. Should it be determined by agreement or arbitration that a reasonable probability of a termination, abandonment or substantial repair or replacement of the pipeline or ancillary facilities during the succeeding seven (7) year period does not exist, no bond shall be required. Unless there is a termination or an abandonment, the review provided in this section shall thereafter be conducted every seven (7) years upon the anniversary of the Closing Date as long as the agreement remains in place.

9.3 Arbitration.

(a) Except for claims for equitable relief, including, without limitation, injunctive relief, any controversy, claim or breach arising out of or relating to this Agreement, shall be finally settled by arbitration conducted in accordance with this Section 9.3. Any such controversy, claim or breach arising out of, or relating to, this Agreement or any modification or extension thereof which is not resolved by the Parties within thirty (30) days of notice thereof, shall, at the election of any party hereto that is a party to such controversy, claim or breach, be settled by arbitration in Wayne County, Pennsylvania (or, if applicable law requires, some other forum) by a single arbitrator, all in accordance with the then applicable rules of the American Arbitration Association. The arbitrator shall have the right only to interpret and apply the terms of this Agreement and may not change any such terms or deprive any party hereto of any right or remedy provided for herein. The arbitrator may, in his discretion and in addition to any other remedy or award to be granted, award costs to a party, including legal fees and the fees and expenses of the arbitrator and the American Arbitration Association. The

Parties consent that any process, notice or other paper in connection with arbitration may be served by certified mail, return receipt requested, or by personal service or in such other manner as may be permissible under the rules of the applicable arbitration tribunal, provided a reasonable time for appearance is allowed. The determination of the arbiter shall be final, binding and conclusive upon the Parties.

(b) It is the intention of the Parties that all unresolved controversies, claims or breaches arising under this Agreement except those seeking equitable relief will be resolved solely by arbitration. Notwithstanding the intent to arbitrate all claims and controversies arising under this Agreement, it is agreed that each party shall have recourse to the courts to enforce any award or decision made by the arbitrator in accordance with this Agreement, including injunctive relief. Except as required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties to the arbitration. The Grantee acknowledges that the Grantor is a public governmental entity and that applicable law requires that the Grantor make appropriate disclosures related to matters involving the litigation or arbitration of public claims.

9.4 Abandonment. Any abandonment of the Pipeline(s) and the Easements by Grantee shall be accomplished in full compliance with Section 9.2(b) of this Agreement, all applicable Commonwealth and Federal laws and regulations. Upon the completion of any such abandonment of the Pipeline(s) and Easements by Grantee, this Agreement may be terminated by Grantor or modified by Grantor as it desires, provided that Grantee shall have no further liability hereunder once it has abandoned its use of the Pipeline(s) and the Ancillary Facilities in accordance with the aforesaid requirements and fully removed the Pipeline(s) and the Ancillary Facilities from the Property. Grantee shall provide a minimum of one (1) year (365 calendar days) notice of its intention to abandon the Easements to the Grantor. Notwithstanding the foregoing, Grantor shall be afforded an option to accept ownership and control of the Pipeline(s) prior to any abandonment thereof by Grantee.

9.5 No Condemnation. The Township acknowledges and agrees that it shall be prohibited while this Easement Agreement remains in effect from instituting condemnation or similar proceedings to terminate or acquire the Easements.

ARTICLE X: MISCELLANEOUS

10.1 Covenants Running with the Land. It is intended that the covenants, agreements, promises, conveyances, rights and obligations of the Parties set forth in this Easement Agreement shall be construed as both covenants and conditions, and that they shall run with the land and be affirmatively enforceable against the land (and easement rights granted herein) and the Parties hereto and their respective successors and assigns; and shall continue to be easements, servitudes, charges and encumbrances appertaining to and upon, and covenants benefiting, binding and running with the Property and with this Easement Agreement, and shall inure to and be for the benefit of Grantor or Grantee, as the case may be,

and their respective successors and assigns.

10.2 Recording. This Agreement shall be recorded in all counties in which the Property is located. Grantee shall pay the costs of recording. In the event that any county recorder and/or clerk rejects the form of this Agreement or any other document to be recorded, both Grantor and Grantee agree to promptly execute any additional documentation in order to effectuate the recording of such documentation.

10.3 Additional Documents. Grantor agrees to, should the need arise, execute any additional documentation or instruments as may be necessary, including but not limited to, affidavits, permits, permit applications, zoning and land development applications or documents, ratifications, consents, amendments, and modifications, as may be necessary to facilitate the development of the Pipeline(s) or otherwise carry out the purposes of this Agreement.

10.4 Effect of Headings. Section headings used in this Agreement are for convenience only and shall have no effect on the interpretation of any portion of this Agreement.

10.5 No Construction Against Drafter. This Agreement has been fully negotiated and should not be construed against the party which drafted it or on whose behalf this Agreement was drafted.

10.6 Governing Law. The laws of the Commonwealth of Pennsylvania and of the United States of America shall govern the rights and duties of the Parties hereto and the validity, construction, enforcement and interpretation of this Agreement without regard to conflict of law principles.

10.7 [Reserved]

10.8 [Reserved]

10.9 Future Agreements. The Parties hereby agree that they shall enter into such further agreements or amendments, from time to time, as may be required by the other party hereto to preserve, continue, enforce or consummate the granting of the Easements, including such agreements or amendments as may be required by either party's existing or future lenders.

10.10 Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.11 Entire Agreement. The terms and conditions contained in this Agreement and the Option Agreement for Pipeline Right-of-Way (the "Option Agreement") entered into between Grantor and Grantee on or about _____, 2016, which Option

Agreement is incorporated herein by reference, constitute the entire agreements between Grantor and Grantee concerning the subject matter hereof and these documents supersede any and all prior oral or written understandings. Neither party has relied upon any oral or written statement not contained in the aforesaid documents. These documents may only be modified or amended by a written agreement signed by both Grantor and Grantee.

10.12 Counterparts. This Agreement may be executed in one or more counterparts and shall be binding upon each party executing the original or any counterpart hereof, regardless of whether all of the Parties owning an interest in the land described above join in the execution of this Agreement. The failure of any party owning an interest in said land to sign this Agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.

10.13 Cooperation on Potential Sale of All or a Portion of Property. If during the term of this Agreement, Grantor decides to sell all or a portion of the Property, or receives a bona fide written offer by a willing third party to purchase all or part of the Property which Grantor intends to accept, or a purchase agreement which Grantor intends to enter into (collectively, "Offer"), Grantor shall give written notice to Grantee at the address provided herein accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale so that Grantee may make an Offer or otherwise protect its Permanent Pipeline Easement rights. However, neither the purchase of all or part of the Property containing the Permanent Pipeline Easement by a third party or the purchase of Property by Grantee shall impact the rights and obligations conferred by this Agreement; such that a third party purchase will take subject to the Permanent Pipeline Easement, and a purchase by Grantee will not effect a merger of the two property estates (until such time as any documents of merger are filed and recorded).

10.14 Payments under Option Agreement. The Parties hereto acknowledge that they have previously entered into an Option for Pipeline Right of Way Agreement dated _____, 2016 ("Option Agreement"). The Option Agreement encompasses the same subject matter as this Easement Agreement and is an integral part of the entire agreement between the Parties as it relates to this subject matter. The terms of the Option Agreement are incorporated herein by reference as if fully set forth at length and the two documents are to be construed together as the complete expression of the agreement of the Parties. Grantee covenants and agrees to pay to Grantor, as and when owing, all amounts owing by Grantee under the Option Agreement and to comply with all other terms of the Option Agreement while this Easement Agreement remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the date first written above and intend to be legally bound hereby.

GRANTOR:
PRESTON TOWNSHIP

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GRANTEE:
LINDEN ENERGY SERVICES
PARTNERS, L.P., a Delaware limited
partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, by and through its authorized representative _____. 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 and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared LINDEN ENERGY SERVICES PARTNERS, L.P., a Delaware limited partnership, by and through its authorized representative [**PAUL J. COVIELLO**] 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 and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.