

COPY

RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF NEW YORK

COUNTY OF BROOME

KNOW ALL MEN BY THESE PRESENTS:

This Pipeline Right of Way and Easement Agreement is made and entered into this 29th day of October, 2010 by and between Harry and Helen A. Carlson Revocable Trust: Harry Carlson and Helen A. Carlson, husband and wife, individually and as Trustees under Trust Agreement dated October 28, 2002, their heirs and assigns, whose address is 497 Dunbar Road, Windsor, New York (hereinafter collectively called "Grantor" or "Landowner"), and Laser Northeast Gathering Company, LLC, a limited liability company under the laws of the State of Delaware, with a principal place of business at 321 Spruce Street, Bank Towers, Suite 202, Scranton, Pennsylvania 18503, its successors and assigns (hereinafter called "Grantee").

For and in consideration of the sum of Ten (\$10.00) Dollars cash in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and warrant unto Grantee its successors and assigns, a right of way and easement to survey, construct, lay, reconstruct, maintain, operate, inspect, renew, repair, remove, replace, change the size of and upgrade, one or more pipelines for the purpose of transporting oil, gas, petroleum products or any other liquids, gases or substances including water which can be transported by pipeline, and all related above and below ground appurtenances including, but not limited to, vents, markers, fittings, tie-overs, cathodic protection, connecting valves and related piping (collectively the "Pipeline(s)"), and the Grantee shall have the right to select, change, or alter the route of the Pipeline(s) before construction in, on, over, under, across, upon and through lands which the undersigned owns or in which the undersigned has an interest situated in the Town of Windsor, County of Broome, State of New York, to wit:

Tax Parcel No. 148.04-1-38 more particularly described in that certain deed at Deed Book Volume 2015 at Page 0069 in the Office of the County and District Clerk of Broome County, New York attached herein and made a part hereof as EXHIBIT A.

The Pipeline(s) herein described shall be constructed within that certain easement depicted on EXHIBIT B attached hereto and made a part hereof for all purposes.

Except for the purposes and during the periods set forth below, the right of way and easement herein granted shall be used by Grantee for pipeline gathering and ordinarily a permanent easement will be for twenty (20) feet on either side of the pipeline (not to exceed forty (40) feet in total width) with the approximate location of the centerline of said permanent right of way and easement being shown and identified as "Center Line of Survey" on the drawing attached hereto and made a part hereof and for no deeper than forty (40) feet in depth. Moreover, the top of the pipeline, including all systems which are part of it and other appurtenances reasonably required, shall be buried at least thirty-six (36) inches below the surface of the land, and at least forty-eight (48) inches below the surface of active agricultural land and at least sixty (60) inches under logging access roads or log skidding, landing areas and stream crossings, except in consolidated rock where twenty-four (24) inches of cover is acceptable. Grantor shall not materially change the depth of cover over the easement area of the installed pipeline(s).

During and for construction operations, Grantee shall have the right to use an additional twenty (20) feet in width for a total working right of way of sixty (60) feet in width with the additional twenty (20) feet in width beyond the limits of the permanent right of way and easement herein granted being apportioned on either side of said permanent right of way and easement herein granted in such manner as Grantee may desire. The side line boundaries of said forty (40) foot wide permanent right of way and easement and said sixty (60) foot wide total working right of way shall be extended or shortened as the case may be to meet at angle points and to meet all of Grantor's boundary lines. In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines or where the bearing of the right of way changes, whatever width is needed by Grantee for the construction and laying of the Pipeline(s) and appurtenant facilities can be used. Further, Grantee may temporarily use additional workspace as needed for the maintenance, repair and removal of the said Pipeline(s) and appurtenances.

However, prior to the commencement of any activities on the site of the right of way and easement, Grantee shall complete a soil survey, including tests for types, depth, fertility, pH and such other values as Grantor may reasonably require after consultation with a qualified expert, a contour survey and hydrology survey of the movement of water in and over the ground in the area impacted by the right of way and easement. Copies of such surveys shall be provided to Grantor. Grantee shall also conduct pre- and post-construction (within two (2) months of completion of construction work restoration) testing of water, streams, ponds, and springs and other water sources within five hundred (500) feet of the right of way and easement. The testing

results and report or analysis shall be provided to Grantor. Furthermore, if Grantor's property has a dwelling with potable water sources supplied to the dwelling, Grantee will also test such potable water sources supplied to the dwelling. The testing results and report or analysis will be provided to Grantor. Photographs and video showing the date and time of the testing will be made in detail on the entire site before, during and after construction, and shall be stored by Grantee, with copies delivered to Grantor concurrently, to assure that the site is restored to its former conditions under the terms of this right of way and easement.

This grant of right of way and easement shall and does include the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through the above described land and adjacent land owned by Grantor for any and all purposes necessary and incident to the exercise by Grantee of the rights granted hereunder.

Grantor shall have the right to use and enjoy the above described land, except as same may be necessary for the purposes herein granted to the said Grantee. Grantor agrees not to build, create or construct any building, obstruction of any kind, or other permanent improvements or structures on or over said Pipeline(s) and the right of way and easement that will in the judgment of the Grantee interfere with the construction, maintenance or operation of any Pipeline(s) or appurtenances constructed hereunder, nor permit the same to be done by others. Grantee shall have the right at any time and from time to time to trim, cut, clear, clean, destroy and remove any and all trees, timber, bushes and undergrowth from the right of way and easement herein granted and to clear, clean, destroy and remove any and all other obstructions from the right of way and easement herein granted and Grantee shall not be liable or responsible for any damages caused thereby. However, notwithstanding the foregoing, and with regard only to timber and wood located on the easement and right of way area, Grantee will pay to Grantor, as additional compensation and consideration, the full and fair market value of all timber and wood located on the right of way and easement area and cut therefrom. All timber shall be harvested under the supervision of a professional forester hired and paid or compensated by Grantor. All stumps shall be disposed of in a manner required by Grantor's forester and at the sole cost and expense of Grantee. Grantee shall not use or apply, directly or indirectly, itself or through its agents or subcontractors nor allow the application of any pesticides, herbicides, or biocides onto the right of way and easement area.

Grantee agrees to indemnify and hold Grantor harmless from and against any and all liability or responsibility for injury to (including death of) persons or damage to property of Grantor or third persons of any kind arising out of or in connection with the operations of Grantee hereunder.

Grantee, or its successors or assigns, has the right to surrender this right of way and easement at any time. In the event that Grantee, or its successors or assigns, surrenders the pipeline or the right of way and easement, this agreement shall terminate and Grantee shall have no further rights hereunder. However, unless agreed to in writing by Grantor, no pipelines shall be left in place, but shall be removed and properly disposed of off site with the property restored to a condition at least equal to its condition prior to the installation of the pipeline. If agreed to in writing by Grantor, a pipeline may be left in place, provided that: it is totally purged of all contents in the most stringent of then-applicable environmental standards; it is severed at each property line, with at least two (2) feet of pipe removed at each point of severance; and each corresponding opening of the pipe, as well as the pipe's beginning and end, to be permanently sealed with a welded or bolt-clamped steel end cap. In addition, if a property contains in excess of 3000 feet of pipeline, the pipeline shall be severed and sealed as above in one additional location on said property.

Grantee, its successors and assigns, are expressly given and granted the right to sell, transfer, assign and mortgage this right of way and easement or any part hereof, or interest herein, and the same shall be divisible among two (2) or more owners or mortgagees as to any right or rights created hereunder.

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

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.

The consent of Grantee to this agreement is evidenced by its payment to Grantor of the consideration set forth above.

IN TESTIMONY WHEREOF, this instrument is executed by the parties hereto as of the 29th day of October, 2010, said parties INTENDING TO BE LEGALLY BOUND HEREBY signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

Hertakline

Hertakline

GRANTORS:

Harry Carlson
Harry Carlson, individually and as Trustee for
the Harry and Helen A. Carlson Revocable
Trust under Trust Agreement dated October
28, 2002

Helen A. Carlson
Helen A. Carlson, individually and as Trustee
for the Harry and Helen A. Carlson Revocable
Trust under the Trust Agreement dated
October 28, 2002

STATE OF NEW YORK
COUNTY OF BROOME

On the 29th day of October in the year 2010 before me, the undersigned a notary public in and for said state, personally appeared HARRY CARLSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Hertakline
Notary Public, State of New York
My commission expires January 31, 2014
HERBERT A. KLINE
Notary Public, State of New York
Residing in Broome County
My Commission Expires January 31, 2014