

Town of Windsor, tax parcel # 148.04-1-36

County of Broome

State of New York

PIPELINE EASEMENT AGREEMENT

This Pipeline Easement Agreement is made and entered into this 27 day of August, 2010 by and between Timothy P. McKnight, his heirs, successors and assigns, who's address is 433 Dunbar Road, Windsor, NY 13865 (hereinafter called "Grantor" or "Landowner"), and Laser Northeast Gathering Company, LLC, a limited liability company under the laws of the State of Delaware, with a principal place of business at 321 Spruce Street, Bank Towers, Suite 202, Scranton, Pennsylvania 18503, its successors and assigns, Grantee (hereinafter called "Grantee").

WITNESSETH

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, Landowner hereby grants in favor of Grantee a pipeline easement to be used for the construction of up to two (2) pipelines within the Easement Area, as hereinafter defined, together with the right to survey, lay, reconstruct, operate, inspect, maintain, renew, repair, remove, replace the pipeline(s) covering Landowner's lands, a description of which is located below.

Property Tax or permanent parcel identification numbers: # 148.04-1-36, Town of Windsor, County of Broome.

Landowner's property is situate in the Town of Windsor, County of Broome, State of New York, as more particularly described in that certain deed dated December 31, 1992, recorded in the county office where deeds are recorded at Book and Page Number/Instrument Number Book of Deeds Volume 1818 at Page 533, and incorporated herein by reference and attached hereto as Exhibit A for a more particular description of said property. The easement is limited and confined to the area referenced on the Instrument Survey Map attached hereto and made a part hereof as Exhibit B. In addition to the pipeline easement, Landowner also grants Grantee the right to use the construction area as identified on Exhibit B for a period of twelve (12) months from the date of commencement of construction of the pipeline on the Land, unless extended in writing by the Landowner.

The length of the term of the easement is twenty years (20) years with an option to renew for an additional twenty (20) years. This Pipeline Easement Agreement is subject to that certain Addendum to Pipeline Easement Agreement, Side Letter Agreement (re: Use of Easement) and Side Letter Agreement (re: Selective Damages) and promise to pay, allexecuted simultaneously herewith.. The Grantee and Grantor will consent upon the reasonable written request of the other, to provide to a judgment creditor, bankruptcy trustee, court of law, taxing authority, or lender a certified copy of the Addendum, its exhibits, and all side agreements and such consent from both the Grantee and Grantor will not be unreasonably withheld.

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

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

Grantee
Laser Northeast Gathering Company, LLC

By: _____
Its: _____

Grantor

Timothy P. McKnight
Timothy P. McKnight

Exh 6-2.24

ACKNOWLEDGMENT

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

On the 27th day of August 2010, before me, the undersigned, personally appeared Timothy P. McKnight, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

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

My Commission Expires: July 24, 2014
Signature/Notary Public: [Signature]
Name/Notary Public (print): Kelly C. McDonough

KELLY C. McDONOUGH
Notary Public, State of New York
Broome County, #01MC6150415
My Commission Expires July 24, 2014

ACKNOWLEDGMENT

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

On the 27th day of August 2010, before me, the undersigned, personally appeared Laser Northeast Gathering Company, LLC, by and through its authorized representative David James Carter personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

My Commission Expires: July 24, 2014
Signature/Notary Public: [Signature]
Name/Notary Public (print): Kelly C. McDonough

County Recorder:

Please return recorded document to: _____

KELLY C. McDONOUGH
Notary Public, State of New York
Broome County, #01MC6150415
My Commission Expires July 24, 2014

6189

2

This Indenture made December 31, 1921

Between DONALD J. MUNLEY, residing at 9 Davis Road, Binghamton, New York

party of the first part, and
TIMOTHY P. MCKNIGHT, residing at 215 Castle Creek Road, Binghamton, New York

Witnesseth that the party of the first part, in consideration of
One and No/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable considerations paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, all THAT CERTAIN PARCEL OF LAND situate, lying and being in the Town of Windsor, County of Broome, State of New York and being more accurately bounded and described as follows:

BEGINNING at an iron pipe set in the easterly line of Dunbar Road said point of beginning commencing approximately 250 feet from the intersection of Dodd Road and Dunbar Road and further referenced as being in range with the southerly line of lands reputedly of White, as described in page 72 of Liber of Deeds 993. Said iron pipe also being southeast of an ornamental spruce tree and 25 feet East of the existing centerline of Dunbar Road; thence from said point of beginning and along the southerly line of said lands of White, passing over iron pipes set on line S 88 degrees 46'22" E 1,040.46 feet to an iron pipe set in the remains of a stone wall 7.75 feet west of a tall iron pin found; thence generally along or near a stone wall and lands reputedly of Giles S 78 degrees 29'17" E 702.20 feet to an iron pipe found; thence along lands reputedly of Bronson and poor trace of an old wire fence S 11 degrees 33'10" W 390.89 feet to an iron pipe set 1.00 feet west of a spike found; thence through the lands of Croop and along a cut and flagged line, passing over an iron pin set in stones N 78 degrees 21'35" W 973.31 feet to an iron pipe set; thence continuing through said lands of Croop the following courses and distances:

- 1) N 87 degrees 38'55" W 199.86 feet to an iron pipe set and
- 2) S 85 degrees 43'16" W 149.41 feet to an iron pipe set and
- 3) S 83 degrees 45'50" W 276.13 feet to a rebar set on the north-easterly side of a utility pole and in the easterly line of Dunbar Road; thence along said easterly road line N 10 degrees 54'00" W 388.97 feet to the point of beginning.

Being the same premises conveyed to the grantor above named by Elizabeth E. Munley by Deed dated June 14, 1990 and recorded in the Broome County Clerk's Office on June 15, 1990 in Book 1780 of Deeds at page 775.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

Do have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever warrant the title to said premises.

Third, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

In Presence of

Donald J. Munley L.S.
Donald J. Munley L.S.
L.S.
L.S.
L.S.

STATE OF NEW YORK, COUNTY OF

On 19, before me personally came who, being by me duly sworn, did depose and say that deponent knows at the of the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by the order.

STATE OF NEW YORK, COUNTY OF Broome

On December 31, 1982 before me personally came Donald J. Munley

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Thomas P. Rozito
Notary Public

THOMAS P. ROZITO
NOTARY PUBLIC, STATE OF NEW YORK
EXP. NO. 12774
FIDELITY & SURETY COMPANY
BY EXPOSITION LETTER DATED 06.11.74.

Appd

WARRANTY WITH LIEN COVENANT

Donald J. Munley

TO

Timothy P. McKnight

Dated, December 31, 1982

STATE OF NEW YORK

County of Broome

RECORDED ON THE

day of 19

at o'clock M.

in Liber of Deeds

at Page and examined

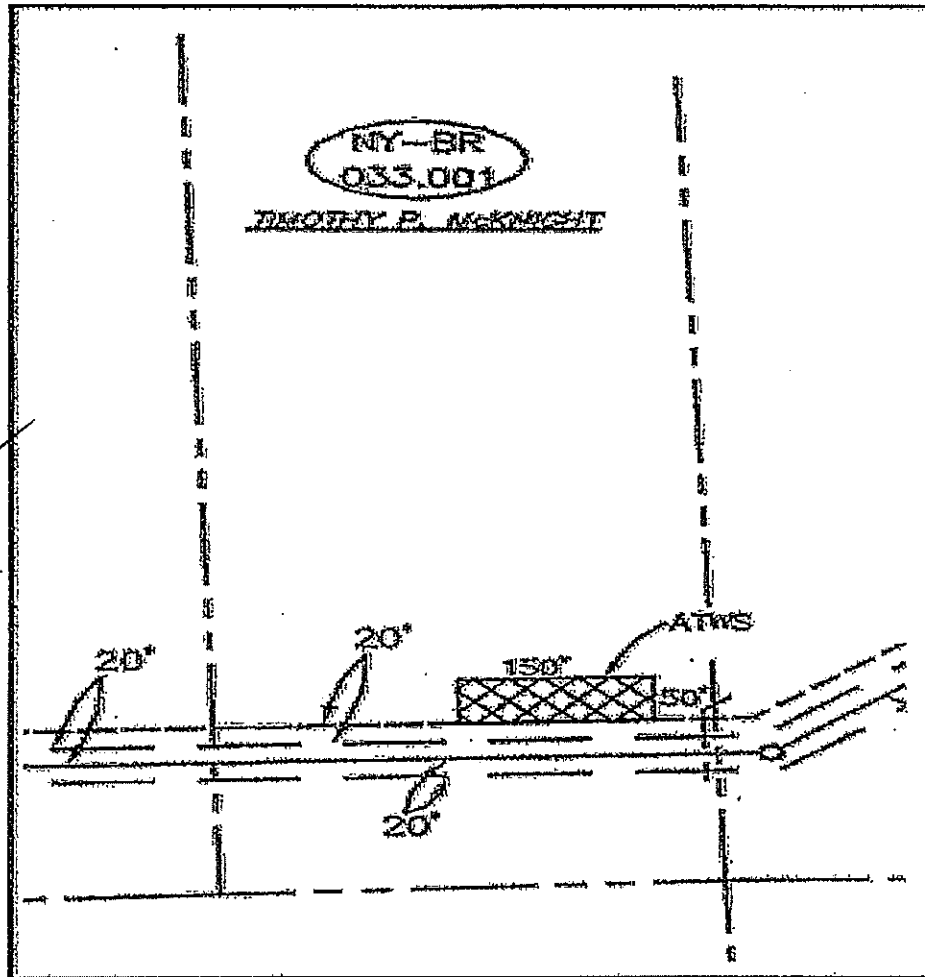
CLERK

PLEASE RECORD AND RETURN TO,

Mr. Timothy P. McKnight
215 Castle Creek Road
Binghamton, New York 13901

EXHIBIT B

NY-BR-033.001



TOWN OF WINDSOR, BROOME COUNTY, NY

DRAWING NOT TO SCALE

TAX ID: 148.04-1-36 DEED - L1818 P.533

LASER NORTHEAST GATHERING COMPANY, LLC

PIPE LENGTH=391'±

PERMANENT EASEMENT=0.36± ACRE

TEMPORARY WORKSPACE=0.18± ACRE

ADDITIONAL TEMPORARY WORKSPACE=0.17± ACRE

NOTE:

CENTERLINE OF PIPELINE EASEMENT

NOT TO EXCEED

225 FEET WEST OF EAST BOUNDARY

Exhibit C

This non-recorded exhibit is intended to document the mutual agreements that have been reached between LASER NORTHEAST GATHERING COMPANY, LLC (LASER), hereinafter known as Grantee, its successors and/or assigns, and Timothy P. McKnight, (OWNER), hereinafter known as Grantor, his heirs, successors and assigns, in conjunction with the Pipeline Easement (Easement) and Addendum, more particularly in conjunction with paragraph XXI, executed between the parties on the 27 day of August, 2010.

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

☐ Option 1

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

☒ Option 2

- Payment upon signing of \$20,000.00
- Annual payments of \$3,500.00 per pipeline adjusted every 5 years by the lesser of the aggregate change in the CPI, not to exceed an increase or decrease of twelve percent of the previous payment. If and when a second pipeline is installed, the additional rental payment for the second pipeline shall be calculated at the then current annual rate being paid on the first pipeline and shall adjust in tandem with the rental on the first pipeline

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

SIDE LETTER AGREEMENT

Re: Use of Easement

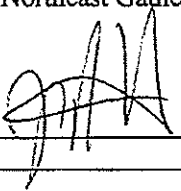
This non-recorded side-letter agreement is intended to document the mutual agreements that have been reached between LASER NORTHEAST GATHERING COMPANY, LLC (LASER), hereinafter known as Grantee, its successors and/or assigns, and Timothy P. McKnight, (OWNER), hereinafter known as Grantor, his heirs, successors and assigns, in conjunction with the Pipeline Easement (Easement) and Addendum executed between the parties on the 27 day of August, 2010.

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

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

Grantee
Laser Northeast Gathering Company, LLC

By: _____
Its: _____



Grantors



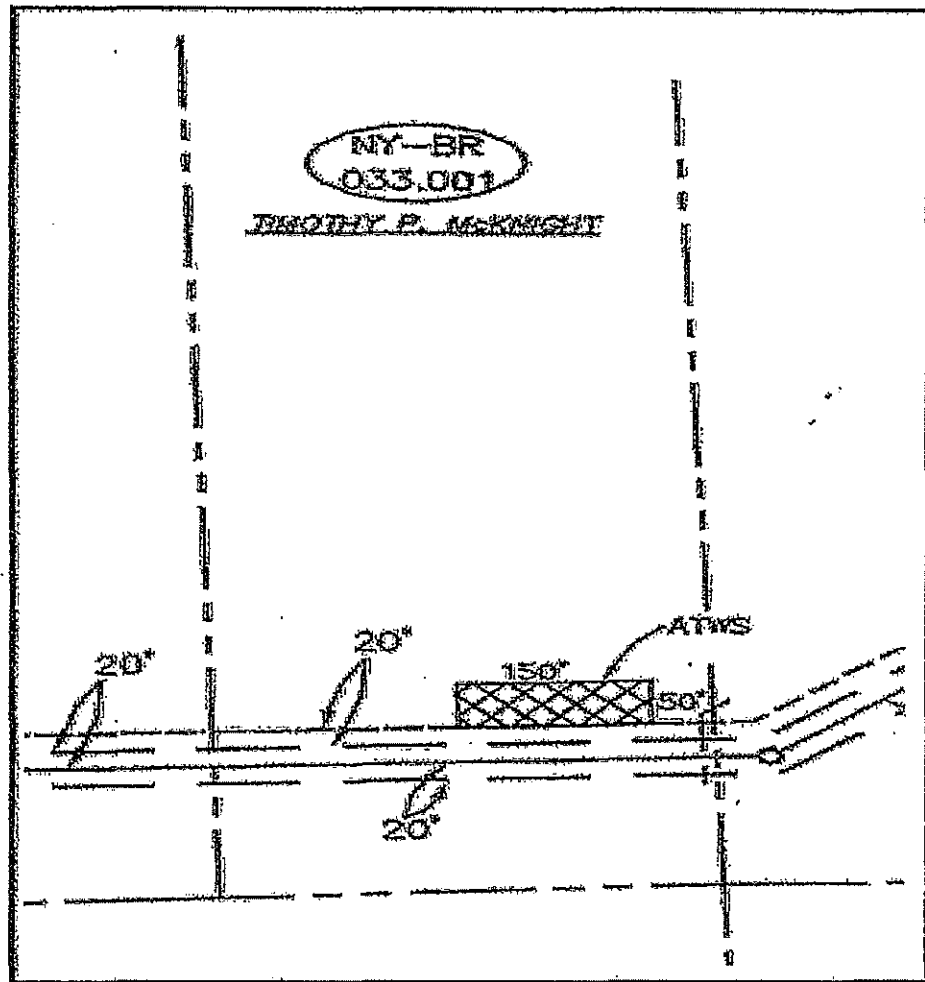
Timothy P. McKnight

Date: August 27, 2010

Date: August 27, 2010

EXHIBIT B

NY-BR-033.001



TOWN OF WINDSOR, BROOME COUNTY, NY

DRAWING NOT TO SCALE

TAX ID: 148.04-1-36 DEED - L.1818 P.533

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225 FEET WEST OF EAST BOUNDARY.