

01-763-CD  
PHILLIPS PRODUCTION COMPANY -vs- MERLE TOY, JR., & SONS, INC.

ORIGINAL

NO LIEN AGREEMENT

01-763-CD

Merle Toy, Jr. & Sons, Inc., a Pennsylvania corporation, with business offices at P.O. Box 117, Worthington, Pennsylvania 16262 (the "Contractor"), intending to be legally bound, does hereby fully and completely waive and release, for itself, its successors and assigns, and its subcontractors and their respective subcontractors, if any, any and all claim of or right to mechanics' lien, under the statutes of the Commonwealth of Pennsylvania, against or with respect to the premises described as all of those properties and lands in Bell Township, Clearfield County, Pennsylvania across which the Contractor shall install a new 2-inch diameter coated steel natural gas pipeline for Phillips Production Company ("Phillips") under and pursuant to that certain Pipeline Job Agreement No. C-01T entered into on May 8, 2001 by and between the Contractor and Phillips (the "Agreement"), the location of said pipeline being more particularly identified and described on the map attached hereto as Exhibit A, or any part thereof, any improvement thereon, or with respect to any material, fixtures, apparatus or machinery furnished or to be furnished to the said premises pursuant to the Agreement, or with respect to any money or other consideration which may be due at any time hereafter from Phillips to the Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing, heretofore or at any time hereafter, by the Contractor, its successors, assigns, material suppliers, subcontractors, or sub-subcontractors, of any labor, services, materials, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the above-described premises or the improvements thereon.

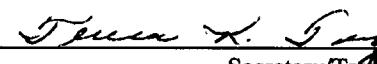
The Contractor further agrees that upon the completion of the performance of the Agreement, the above-described premises shall be free and clear of any mechanics' liens, not only of the Contractor, but also of any and all of the subcontractors, material suppliers, laborers or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with or to the above-described premises in connection with the improvements referred to in the Agreement, whether such liens relate to the above-described premises or to any money or other consideration which may be due at any time hereafter from Phillips to the Contractor, or from the Contractor to any subcontractors or sub-subcontractors, if any.

The Contractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by any provisions of the Agreement relating to the production, from time to time, of written waivers of liens, nor by any other provisions apparently inconsistent with this waiver.

IN WITNESS WHEREOF, the Contractor has executed this 8 day of May 2001.

ATTEST:

CONTRACTOR:  
MERLE TOY, JR. & SONS, INC.

  
[Corporate Seal]

Secretary/Treasurer

**FILED**

MAY 21 2001

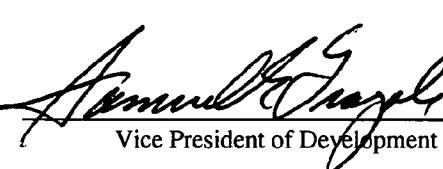
ATTEST:

William A. Shaw  
Prothonotary

  
[Corporate Seal]

Assistant Secretary

PHILLIPS PRODUCTION COMPANY

  
Vice President of Development Operations

**FILED**

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MAY 21 2001  
01/13/31 Phillips  
William A. Shaw  
Prothonotary

pd \$20.00

Ice Phillips