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Washington, D.C. [illegible]

OMB APPROVAL	
OMB Number:	3235-0151
Expires:	July 31, 2008
Estimated average burden hours per response	0.5

OFFICIAL USE
FILE NO. 84-6158
DOC. SEQ. NO.
EFFECTIVE DATE

SEC MAIL PROCESSING SECTION
RECEIVED
OCT [illegible] 2006
WASH., D.C. 213

FORM TA-W

NOTICE OF WITHDRAWAL FROM REGISTRATION AS TRANSFER AGENT

Pursuant To Section 17A of the Securities Exchange Act of 1934

Read all instructions on reverse side before preparing form. Please print or type.

1. Transfer Agent File No.: 84-6158 2. Full name of registrant: Atlas America Public #14-2004 L.P.

3. Name under which transfer agent activities are conducted, if different from above:

4. Address of registrants principal place of business: *No. and street* 311 Rouser Road *City* Moon Township, PA *State* 15108 *Zip Code*

5. Furnish registrants reasons for ceasing the performance of transfer agent functions or for otherwise requesting withdrawal of its registration.
See Attachment No. 1

6. Furnish the last date registrant performed transfer agent functions as defined by Section 3(a)(25) of the Act for any security, including debt and equity, registered under Section 12 of the Act or which would be required to be registered except for the exemption from registration provided by subsection (g)(2)(B) or (g)(2)(G) of that section. 05/24/06

Does registrant have any intention of performing in the near future a transfer agent function for any such security? No

7. Is registrant directly or indirectly involved in any legal actions or proceedings or aware of any potential claims *(including out-of-proof conditions)* against it in connection with its performance of transfer agent functions for any security? If so, furnish complete information with respect to each.
☐ Yes ☑ No

8. Are there any unsatisfied judgments or liens against registrant arising out of its performance of transfer agent functions for any security? If so, furnish complete information regarding each judgment or lien.
☐ Yes ☑ No

9. For each issue shown on Schedule B of registrants Form TA-I, as amended, and for any issues for which registrant assumed transfer agent functions since the last amendment to Schedule B, furnish the name(s) and address(es) of any successor transfer agent(s) and state whether such transfer agent(s) is registered as a transfer agent pursuant to the Act. If there is no successor transfer agent(s), so state.
See Attachment No. 2

10. For each issue shown on Schedule B of registrants Form TA-I, as amended, and for any issues for which registrant assumed transfer agent functions since the last amendment to Schedule B, furnish the name(s) and address(es) of the person(s) who has or will have custody or possession of the books and records which registrant maintained in connection with its performance of transfer agent functions.
See Attachment No. 3

11. Furnish the address(es), if different from Item 10, where such books and records will be located.

12. EXECUTION. The registrant submitting this Form and its attachments and the person executing it represent hereby that it and all materials filed in connection therewith contain a true, correct and complete statement of all required information. Registrant also consents hereby to make the books and records it is required to preserve by Rules 17A d-6 and 7 under the Securities Exchange Act of 1934 (17 CFR 240.17A d-6 and 7) available for examination by authorized representatives of the Securities and Exchange Commission during the period the rules require registrant to preserve such books and records and hereby authorizes the person having custody of such books and records to make them available to such representatives.

ATTENTION
Intentional misstatements or omissions of fact constitute federal criminal violations. *(See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).*

PROCESSED
DEC 1 1 2006
THOMSON FINANCIAL

Dated the 1st *day of* September, 2006

Atlas America Public #14-2004 L.P.
(Name of transfer agent)

[signature]
(Manual signature of principal officer or duly authorized principal)

Karen A. Black
(Printed name of principal officer or duly authorized principal).

Vice President - Partnership Administration (412) 262-2830
(Title) *(Telephone number)*

Persons who potentially are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1669 (7-02))

Kt 10/12 AB

FORM TA-W
Attachment No. 1

Atlas America Public #14-2004 L.P.
SEC File No. 84-6158

Answer to Item 5

The Registrant is ceasing performance of transfer agent functions because the performance of the transfer agent functions for the Atlas partnerships are being consolidated into Atlas Resources, LLC as explained below.

Registrant performs transfer agent functions only for its own securities. Atlas Resources, LLC, which is the Registrant's Managing General Partner, also serves as Managing General Partner of six other partnerships which have previously registered as transfer agents with the SEC. The Registrant and the other Atlas partnerships that are registered as transfer agents are each filing a Form TA-W, because:

- Atlas Resources, LLC, SEC File No. 084-06185, an affiliate (as "affiliate" is defined in Special Instruction A5 to Form TA-1) of the Registrant and those other Atlas partnerships, became registered as a transfer agent, with the SEC serving as Atlas Resources, LLC's regulatory agency, on May 24, 2006; and

- Atlas Resources, LLC will perform all transfer agent functions with respect to Registrant's securities, and the securities of each of the other registered transfer agent Atlas partnerships, beginning on May 24, 2006.

The Form TA-W filings by the Registrant and the other Atlas partnerships, and Atlas Resources, LLC's registration as a transfer agent, are intended to consolidate into one entity (i.e., Atlas Resources, LLC) the performance of all transfer agent functions with respect to the securities of the Registrant and each of the other Atlas partnership that had previously registered as transfer agents, as well as the transfer agent functions for future Atlas partnerships that otherwise may have to have been registered as transfer agents. Atlas Resources, LLC expects that these actions will reduce the Atlas partnerships' overall expenses associated with complying with the SEC's transfer agent record keeping and reporting requirements.

FORM TA-W
Attachment No. 3

Atlas America Public #14-2004 L.P.
SEC File No. 84-6158

Answer to Item 10

The Registrant performs transfer agent functions only with respect to its own securities. As of May 24, 2006, Atlas Resources, LLC will have custody or possession of the books and records maintained by the Registrant in connection with the Registrant's performance of transfer agent functions. Atlas Resources, LLC is an affiliate (as "affiliate" is defined in Special Instruction A5 to Form TA-1) of the Registrant and serves as the Registrant's Managing General Partner.

Atlas Resources, LLC became registered with the SEC as a transfer agent pursuant to the SEC's Order Granting Registrant Pursuant to Section 17A(c) of the Securities Exchange Act dated May 24, 2006, SEC File No. 084-06185. Atlas Resources, LLC will continue to maintain the Registrant's transfer agent books and records at Atlas Resources, LLC, 311 Rouser Road, Moon Township, PA 15108.

ATLAS AMERICA PARTNERSHIPS

APPOINTMENT OF TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made to be effective as of May 24, 2006, by and among Atlas Resources, LLC, a Pennsylvania limited liability company (the "Transfer Agent") and the partnerships listed on Appendix 1 to this Agreement (individually "Partnership", and collectively the "Partnerships").

WITNESSETH:

WHEREAS, the Transfer Agent is registered as a transfer agent with the Securities and Exchange Commission;

WHEREAS, Atlas Resources, LLC is the Managing General Partner of each Partnership listed on Appendix I to this Agreement;

WHEREAS, the Partnerships desire to comply with the applicable transfer agent laws with respect to the transfer of the Partnerships' Investor General Partner Units, Converted Limited Partner Units and Limited Partner Units (the "Units"); and

WHEREAS, to facilitate the Partnerships' compliance with the applicable laws governing the transfer of their respective Units, the Partnerships desire to have Atlas Resources, LLC serve as their transfer agent and Atlas Resources, LLC agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties to this Agreement, intending to be legally bound, agree as follows:

1. **Appointment of Transfer Agent**. Each Partnership hereby appoints Atlas Resources, LLC as the transfer agent ("TA") of its Units.

2. **Duties of Transfer Agent**. That for the purpose of the original issue of the Units representing Investor General Partner Units and Limited Partner Units of each Partnership, the Transfer Agent is hereby directed:

   (a) To make bookkeeping entries on the books and records of each Partnership, in the names and in the amounts as the Partnership may direct in a writing signed by an authorized officer of the Partnership's Managing General Partner.

   (b) To present such certificates to the Registrar of this Corporation, Central Trust Company for registration and countersignature and when so countersigned to deliver the certificates to or upon the written request of any officer of this Corporation.

3. **Original Issuance and Transfer of Units**. The Transfer Agent is authorized and directed to make transfers of each Partnership's Units from time to time, on the books and records of the Partnership.

4. **Not a Dividend Agent**. The Transfer Agent's duties to the Partnerships under this Agreement do not include acting as a distribution disbursing agent with respect to the Units the Partnerships now or hereafter may be acting as Transfer Agent..

5. **Advice of Counsel.** At any time the Transfer Agent deems expedient, it may apply to a Partnership's counsel, or any other firm or attorney who may be designated from time to time by that Partnership or to its own counsel, for instructions or advice.

6. The Transfer Agent is authorized to maintain any and all books and records as deems necessary of advisable in connection with its duties as the Partnerships' Transfer Agent and it may from time to time deliver to a Partnership any records, documents, or other writings made or accumulated in the performance of its duties as Transfer Agent, and each Partnership agrees to return the Transfer Agent's books and records when requested to do so and to indemnify and hold harmless the Transfer Agent from and against any and all losses, costs, claims, and liabilities which it may suffer by reason of failure of the Partnership to return the same.

7. The Transfer Agent may rely conclusively and act, without further investigation, on any list, instruction, certification, authorization or other instrument or paper believed by it in good faith to be genuine and to have been singed or executed by any duly authorized person or persons, or on the instruction of any officer of the Managing General Partner, or on the advice of any Partnership's counsel or of the Transfer Agent's own counsel. The Transfer Agent is authorized by each Partnership to transfer any of the Partnership's Units for which the Transfer Agent believed in good faith it was duly authorized by the Partnership and the owner of the Units to transfer. The Transfer Agent may refuse to transfer any Units of a Partnership if the Transfer Agent in good faith deems the refusal is necessary in order to avoid any liability on the part of either the Partnership or the Transfer Agent. Each Partnership severally agrees to indemnify and hold harmless the Transfer Agent from and against any and all losses, costs, claims and liability for so relying or acting or refusing to act with respect to the transfer or proposed transfer of each Partnership's respective Units.

8. **Compensation and Expenses of Transfer Agent.** The Partnership's appointment of Atlas Resources, LLC to act as the Transfer Agent on behalf of the Partnerships shall not affect in any way Atlas Resources, LLC's right to any compensation, income or expense reimbursements under the Partnerships' respective partnership agreements, whether Atlas Resources, LLC is acting as Managing General Partner on behalf of the Partnerships, or acting as Transfer Agent on behalf of the Partnerships.

9. **Liability of Transfer Agent.** The Transfer Agent shall not be liable for any damages, or have any obligations other than the duties prescribed in this Agreement, in carrying out or executing the purposes and intent of this Agreement. However, nothing in this Agreement shall relieve the Transfer Agent from liability arising out of its own misconduct or negligence. The Transfer Agent shall not be liable to any Partnership or to any third-party as a result of any action or omission taken or made by the Transfer Agent in good faith. Each Partnership will severally indemnify the Transfer Agent, hold the Transfer Agent harmless, and reimburse the Transfer Agent from, against and for, any and all liabilities, costs, fees and expenses (including reasonable attorney's fees) the Transfer Agent may suffer or incur by reason of its execution and performance of this Agreement on behalf of that Partnership.

10. **Resignation or Removal of Transfer Agent.** The Transfer Agent may resign as such after giving ninety days' prior written notice to the affected Partnership(s). Similarly, the Transfer Agent may be removed as the Transfer Agent of any Partnership after receiving ninety days' prior written notice from the Managing General Partner of the Partnership. In either event, the duties of the Transfer Agent shall terminate as of an earlier date as may be mutually agreed to by the Transfer Agent and the Partnership; on termination, the Transfer Agent shall then deliver the balance of the

Unclaimed Funds (and any interest paid or investment income earned thereon while held by the Escrow Agent in the escrow account) in its possession to a successor escrow agent appointed by the other parties to this Agreement as evidenced by a written notice filed with the Escrow Agent.

11. **Term of this Agreement**. This Agreement shall have a one-year term, which shall act automatically be renewed each year for an additional one-year term unless this Agreement is terminated by personal delivery, either by the Transfer Agent or the Partnership as set forth in Section 10 of this Agreement.

12. **Notice**. Any notices or instructions, or both, to be given under this Agreement shall be validly given if set forth in writing and mailed by certified mail, return receipt requested, or by facsimile with confirmation of receipt (originals to be followed in the mail), or by a nationally recognized overnight courier, as follows:

If to the Transfer Agent:

Atlas Resources, LLC
311 Rouser Road
P.O. Box 611
Moon Township, Pennsylvania 15108

Attention: Karen A. Black

Phone: (412) 262-2830
Facsimile: (412) 262-2820

If to the Transfer Agent, Managing General Partner or a Partnership:

Atlas Resources, LLC
311 Rouser Road
P.O. Box 611
Moon Township, Pennsylvania 15108

Attention: Karen A. Black

Phone: (412) 262-2830
Facsimile: (412) 262-2820

Any party may designate any other address to which notices and instructions shall be sent by notice duly given in accordance with this Agreement.

13. **Additional Parties**. Any partnership or limited liability company in which Atlas Resoruces, LLC or an affiliate of Atlas Resources, LLC serves as managing general partner, general partner, or a manager may become an additional party to this Agreement by executing its written consent to be bound by the terms and conditions of this Agreement and affirmatively appointing Atlas Resources, LLC to act as its Transfer Agent under this Agreement.

14. **Miscellaneous**.

(a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(b) This Agreement shall be binding on and shall inure to the benefit of the undersigned and their respective successors and assigns.

(c) This Agreement may be executed in multiple copies, each executed copy to serve as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

THE TRANSFER AGENT

ATLAS RESOURCES, LLC
a Pennsylvania limited liability company

Date: September 1, 2006

By: _____
Karen A. Black, Vice President – Partnership Administration

THE PARTNERSHIPS

By: ATLAS RESOURCES, LLC, as Managing General Partner on behalf of each Partnership listed on Appendix 1 to this Agreement

Date: September 1, 2006

By: _____
Karen A. Black, Vice President – Partnership Administration

APPENDIX 1 TO APPOINTMENT OF TRANSFER AGENT AGREEMENT

List of Atlas Partnerships that are Parties to the Appointment of Transfer Agent Agreement

Partnerships Which Have Registered Their Units
Under Section 12(g) of the Securities Exchange Act of 1934

1. Atlas America – Public #9 Ltd.
2. Atlas America – Public #10 Ltd
3. Atlas America Public #11-2002 Ltd.
4. Atlas America – Public #12-2003 Limited Partnership
5. Atlas America Series 25-2004(A) L.P.
6. Atlas America Series 25-2004(B) L.P.
7. Atlas America Public #14-2004 L.P.
8. Atlas America Public #14-2005(A) L.P.
9. Atlas America Series 26-2005 L.P.
10. Atlas America Public #15-2005(A) L.P.

EXHIBIT VI

ATLAS AMERICA PARTNERSHIPS

ESCROW AGREEMENT FOR UNCLAIMED FUNDS

THIS AGREEMENT is made to be effective as of May 24, 2006, by and among Atlas Resources, LLC, a Pennsylvania limited liability company (the "Managing General Partner"), National City Bank of Pennsylvania, Pittsburgh, Pennsylvania, as escrow agent (the "Escrow Agent") and the partnerships listed on Appendix 1 to this Agreement (each such partnership is referred to individually in this Agreement as a "Partnership", and such Partnerships are referred to collectively in this Agreement as the "Partnerships").

WITNESSETH:

WHEREAS, from time-to-time a Partnership may issue a distribution check to the last known mailing address of one or more of its partners which is either returned to the Partnership as undeliverable or is not cashed within a reasonable time by the partner, and the Partnership may determine that some of those checks may never be delivered to, or may never be cashed by, the partner who is the payee of the check (the "Unclaimed Funds");

WHEREAS, Atlas Resources, LLC is the Managing General Partner of each Partnership listed on Appendix I to this Agreement;

WHEREAS, the Managing General Partner and the Partnerships desire to comply with the applicable state escheat laws with respect to the Unclaimed Funds; and

WHEREAS, to facilitate compliance with the applicable state escheat laws, the Managing General Partner and the Partnerships desire to have the Unclaimed Funds deposited with the Escrow Agent and the Escrow Agent agrees to receive, hold and distribute the Unclaimed Funds under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties to this Agreement, intending to be legally bound, agree as follows:

1. **Appointment of Escrow Agent**. The Managing General Partner and the Partnerships appoint the Escrow Agent as the escrow agent to receive, hold and distribute the Unclaimed Funds deposited with the Escrow Agent by the Managing General Partner or the Partnerships under this Agreement, and the Escrow Agent agrees to serve in this capacity during the term, and based on the provisions, of this Agreement.

2. **Deposit of Unclaimed Funds**.

   (a) Each deposit by a Partnership or the Managing General Partner of a Partnership's Unclaimed Funds with the Escrow Agent shall be accompanied with a written notice from the Partnership to the Escrow Agent setting forth at a minimum:

      (i) the name of the Partnership making the deposit;

      (ii) the name of the partner who owns the Unclaimed Funds;

(iii) the amount of that partner's Unclaimed Funds being deposited with the Escrow Agent; and

(iv) the date and method of the Partnership's transmittal of that partner's Unclaimed Funds to the Escrow Agent for deposit in the escrow account (the "Notice of Deposit of Unclaimed Funds"). In this regard, Unclaimed Funds may be transferred by the Managing General Partner or the Partnerships to the Escrow Agent in the form of a check, a wire transfer or an electronic transfer made payable to ["Insert the Partnership's name], Escrow Agent, National City Bank of Pennsylvania."

(b) The Escrow Agent shall credit each Partnership's Unclaimed Funds which are deposited with the Escrow Agent under this Agreement to a separate sub-account in the name of that Partnership only, so that the Unclaimed Funds of one Partnership deposited with the Escrow Agent under this Agreement are not commingled with the Unclaimed Funds of any other Partnership deposited with the Escrow Agent under this Agreement.

The Escrow Agent shall provide a letter to the Managing General Partner:

(i) confirming the Escrow Agent's receipt of each Notice of Deposit of Unclaimed Funds and the accompanying check, wire transfer or electronic transfer of Unclaimed Funds from a Partnership;

(ii) setting for the name and number of the account and/or sub-account in which the Escrow Agent has credited the Unclaimed Funds; and

(iii) setting forth the date the Escrow Agent anticipates that the Unclaimed Funds will be considered by the Escrow Agent to be "Distributable Unclaimed Funds" as that term is defined in Section 4 below.

3. **Investment of Unclaimed Funds**. The Unclaimed Funds in the escrow account shall be deposited by the Escrow Agent in an interest bearing account or accounts maintained by the Escrow Agent as directed by the Managing General Partner. The interest earned shall be added to the Unclaimed Funds of the Partnership that deposited the Unclaimed Funds and shall be disbursed by the Escrow Agent in accordance with the provisions of Paragraph 5 or 6 of this Agreement, as the case may be.

4. **Definition of Distributable Unclaimed Funds**. For purposes of this Agreement, "Distributable Unclaimed Funds" are Unclaimed Funds which have been deposited in the escrow account: (1) by wire transfer; (2) by electronic transfer; and (3) by check, but in the case of checks Unclaimed Funds shall be Distributable Unclaimed Funds only at the time that the Escrow Agent believes an amount of time has passed which would usually be sufficient for Unclaimed Funds paid by check to have been returned unpaid by the bank on which the check was drawn and after a 10 day period from the date of deposit.

5. **Payment of a Partner's Distributable Unclaimed Funds to the Partner**. If the Escrow Agent:

(a) receives proper written notice on behalf of a Partnership from an authorized officer of the Managing General Partner, including but not limited to Ms. Karen Black, Vice President – Partnership Administration, which provides that a partner whose Unclaimed Funds have

been deposited with the Escrow Agent under this Agreement has reclaimed such partner's Unclaimed Funds (the "Notice to Pay Reclaimed Distributable Unclaimed Funds"); and

(b) determines that the Partnership's Unclaimed Funds in the escrow account for at least that amount are Distributable Unclaimed Funds as defined in Section 4 above;

then the Escrow Agent shall promptly release and pay to the partner named in the Notice to Pay Reclaimed Distributable Unclaimed Funds described above the partner's Distributable Unclaimed Funds plus any interest paid and investment income earned on the partner's Distributable Unclaimed Funds while held by the Escrow Agent in the escrow account, provided that:

(a) the Partnership has delivered a Notice of Deposit of Unclaimed Funds to the Escrow Agent for that partner as described in Section 2 above, which the Partnership may do at any time if that notice did not accompany the deposit of those Unclaimed Funds; and

(b) the partner's Distributable Unclaimed Funds were not previously paid or distributed by the Escrow Agent to a state or jurisdiction under Section 6 of this Agreement.

After the occurrence of the actions described in Section 5(a) and (b) above, the Escrow Agent shall provide a letter to the Managing General Partner confirming the Escrow Agent's payment of Distributable Unclaimed Funds from the escrow account pursuant to the Notice to Pay Reclaimed Distributable Unclaimed Funds.

6. **Payment of a Partner's Escheated Distributable Unclaimed Funds to a State.** If the Escrow Agent:

(a) receives proper written notice on behalf of a Partnership from an authorized officer of the Managing General Partner, including but not limited to Ms. Karen Black, Vice President – Partnership Administration, which provides that:

(i) the Unclaimed Funds deposited with the Escrow Agent for a partner under this Agreement are either payable or required to be distributed for safekeeping to a state or other jurisdiction under the applicable state escheat laws; and

(ii) sets forth the name and address of the state payee to whom the partner's escheated Distributable Unclaimed Funds are payable or distributable as set forth in (i), above (the "Notice to Pay Escheated Distributable Unclaimed Funds"); and

(b) determines that the Partnership's Unclaimed Funds in the escrow account for at least that amount are Distributable Unclaimed Funds as defined in Section 4 above;

then the Escrow Agent shall promptly release and pay or distribute the partner's Distributable Unclaimed Funds plus any interest paid and investment income earned on the partner's Distributable Unclaimed Funds while held by the Escrow Agent in the escrow account to the state payee named in the Notice to Pay Escheated Distributable Unclaimed Funds described above, provided that the Partnership also has delivered a Notice of Deposit of Unclaimed Funds to the Escrow Agent for that partner as described in Section 2 above, which the Partnership may do at any time if that notice did not accompany the deposit of those Unclaimed Funds.

After the occurrence of the actions described in Section 6(a) and (b) above, the Escrow Agent shall provide a letter to the Managing General Partner confirming the Escrow Agent's payment of

Distributable Unclaimed Funds from the escrow account pursuant to the Notice to Pay Escheated Distributable Unclaimed Funds.

7. **Segregation of Unclaimed Funds.** The Escrow Agent shall hold all Unclaimed Funds deposited in an escrow account with the Escrow Agent under this Agreement by each Partnership in a separate sub-account for that Partnership only, so that no Partnership's Unclaimed Funds will be commingled with the Unclaimed Funds deposited in an escrow account with the Escrow Agent under this Agreement by any other Partnership.

8. **Compensation and Expenses of Escrow Agent.** Without affecting the Managing General Partner's right to reimbursement under the Partnerships' respective partnership agreements, the Managing General Partner, acting as Managing General Partner on behalf of the Partnerships, shall be responsible for, and shall pay, the compensation of the Escrow Agent for its services under this Agreement, as provided in Appendix 2 to this Agreement which is hereby made a part of this Agreement, and the charges, expenses (including any reasonable attorneys' fees), and other out-of-pocket expenses incurred by the Escrow Agent in connection with the administration of the provisions of this Agreement. The Escrow Agent shall have, and is granted, a prior lien on any property, cash, or assets held under this Agreement, with respect to its unpaid compensation and nonreimbursed expenses, superior to the interests of any other persons or entities.

9. **Duties of Escrow Agent.** The Escrow Agent shall not be obligated to accept any notice, make any delivery, or take any other action under this Agreement unless the notice or request or demand for delivery or other action is in writing and given or made by the Managing General Partner or an authorized officer of the Managing General Partner. In no event shall the Escrow Agent be obligated to accept any notice, request, or demand from anyone other than the Managing General Partner.

10. **Liability of Escrow Agent.** The Escrow Agent shall not be liable for any damages, or have any obligations other than the duties prescribed in this Agreement in carrying out or executing the purposes and intent of this Agreement. However, nothing in this Agreement shall relieve the Escrow Agent from liability arising out of its own willful misconduct or gross negligence. The Escrow Agent's duties and obligations under this Agreement shall be entirely administrative and not discretionary. The Escrow Agent shall not be liable to any party to this Agreement or to any third-party as a result of any action or omission taken or made by the Escrow Agent in good faith. The parties to this Agreement will jointly and severally indemnify the Escrow Agent, hold the Escrow Agent harmless, and reimburse the Escrow Agent from, against and for, any and all liabilities, costs, fees and expenses (including reasonable attorney's fees) the Escrow Agent may suffer or incur by reason of its execution and performance of this Agreement. If any legal questions arise concerning the Escrow Agent's duties and obligations under this Agreement, then the Escrow Agent may consult with its counsel and rely without liability on written opinions given to it by its counsel.

    The Escrow Agent shall be protected in acting on any written notice, request, waiver, consent, authorization, or other paper or document which the Escrow Agent, in good faith, believes to be genuine and what it purports to be.

    If there is any disagreement between any of the parties to this Agreement, or between them or any other person, resulting in adverse claims or demands being made in connection with this Agreement, or if the Escrow Agent, in good faith, is in doubt as to what action it should take under this Agreement, then the Escrow Agent may, at its option, refuse to comply with any claims or demands on it or refuse to take any other action under this Agreement, so long as the disagreement

continues or the doubt exists. In any such event, the Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act and the Escrow Agent shall be entitled to continue to so refrain from acting until the dispute is resolved by the parties involved.

National City Bank of Pennsylvania is acting solely as the Escrow Agent and is not a party to, nor has it reviewed or approved any agreement or matter of background related to this Agreement, other than this Agreement itself, and has assumed, without investigation, the authority of the individuals executing this Agreement to be so authorized on behalf of the party or parties involved.

11. **Resignation or Removal of Escrow Agent**. The Escrow Agent may resign as such after giving thirty days' prior written notice to the other parties to this Agreement. Similarly, the Escrow Agent may be removed and replaced after receiving thirty days' prior written notice from the other parties to this Agreement. In either event, the duties of the Escrow Agent shall terminate thirty days after the date of the notice (or as of an earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Unclaimed Funds (and any interest paid or investment income earned thereon while held by the Escrow Agent in the escrow account) in its possession to a successor escrow agent appointed by the other parties to this Agreement as evidenced by a written notice filed with the Escrow Agent.

If the other parties to this Agreement are unable to agree on a successor escrow agent or fail to appoint a successor escrow agent before the expiration of thirty days following the date of the notice of the Escrow Agent's resignation or removal, then the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or other appropriate relief. Any resulting appointment shall be binding on all of the parties to this Agreement.

On acknowledgment by any successor escrow agent of the receipt of the then remaining balance of the Unclaimed Funds (and any interest paid or investment income earned thereon while held by the Escrow Agent in the escrow account), the Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

12. **Termination**. This Agreement shall terminate and the Escrow Agent shall have no further obligation with respect to this Agreement after:

    (a) the Escrow Agent has distributed all Unclaimed Funds (and any interest paid or investment income earned thereon while held by the Escrow Agent in the escrow account) as contemplated by this Agreement; and

    (b) the Escrow Agent has received from a written notice of termination of this Agreement from the Partnerships and the Managing General Partner.

13. **Notice**. Any notices or instructions, or both, to be given under this Agreement shall be validly given if set forth in writing and mailed by certified mail, return receipt requested, or by facsimile with confirmation of receipt (originals to be followed in the mail), or by a nationally recognized overnight courier, as follows:

If to the Escrow Agent:

National City Bank
c/o Allegiant Institutional Services
200 Public Square, 5th Floor
Cleveland, Ohio 44114

Attention: Dawn DeWerth LOC 01-86PS-01

Phone: (216) 222-9225
Facsimile: (216) 222-7044

If to the Managing General Partner or a Partnership:

Atlas Resources, LLC
311 Rouser Road
P.O. Box 611
Moon Township, Pennsylvania 15108

Attention: Karen A. Black

Phone: (412) 262-2830
Facsimile: (412) 262-2820

Any party may designate any other address to which notices and instructions shall be sent by notice duly given in accordance with this Agreement.

14. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(b) This Agreement shall be binding on and shall inure to the benefit of the undersigned and their respective successors and assigns.

(c) This Agreement may be executed in multiple copies, each executed copy to serve as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

NATIONAL CITY BANK OF PENNSYLVANIA
As Escrow Agent

By: _____
James Schultz, Vice President

ATLAS RESOURCES, LLC
A Pennsylvania limited liability company, as
Managing General Partner

By: _____
Karen A. Black, Vice President – Partnership Administration

THE PARTNERSHIPS

By: ATLAS RESOURCES, LLC, as
Managing General Partner on behalf of each Partnership listed on Appendix 1 to this Agreement

By: _____
Karen A. Black, Vice President – Partnership Administration

APPENDIX 1 TO ESCROW AGREEMENT

List of Atlas Partnerships that are Parties to the Escrow Agreement.

Partnerships

1. Atlas America – Public #9 Ltd.
2. Atlas America – Public #10 Ltd
3. Atlas America Public #11-2002 Ltd.
4. Atlas America – Public #12-2003 Limited Partnership
5. Atlas America Series 25-2004(A) L.P.
6. Atlas America Series 25-2004(B) L.P.
7. Atlas America Public #14-2004 L.P.
8. Atlas America Public #14-2005(A) L.P.
9. Atlas America Series 26-2005 L.P.
10. Atlas America Public #15-2005(A) L.P.

APPENDIX 2 TO ESCROW AGREEMENT

Compensation for Services of Escrow Agent

REVIEW AND ACCEPTANCE FEE: **$ waived**

For providing initial review of the Escrow Agreement and all supporting documents and for initial services associated with establishing the Escrow Account. This is a one (1) time fee payable upon the opening of the account.

I.	Annual Administrative Fee Payable in Advance (or any portion thereof)	[$_____]
II.	Remittance of checks returned to partners or the applicable state (set out in sections 4 and 5 of the Escrow Agreement)	20.00
III.	Wire transfers	n/a

IV. Investments _____- fees are subject to the type of account the Managing General Partner directs the Escrow Agent to open and are to be governed by the Escrow Agreement.

EXTRAORDINARY SERVICES:

For any services other than those covered by the aforementioned, a special per hour charge will be made commensurate with the character of the service, time required and responsibility involved. Such services include but are not limited to excessive administrative time, attendance at closings, specialized reports, and record keeping, unusual certifications, etc.

Managing General Partner agrees to report all funds in accordance with appropriate tax treatment.

FEE SCHEDULE IS SUBJECT TO ANNUAL REVIEW AND/OR ADJUSTMENT UPON AMENDMENT THERETO.