

PGE

M

CONSTRUCTION DETAILS

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Attachment M: CONSTRUCTION DETAILS

Included in this section for the Marjorie C. Yanity 1025 well are the following:

- Wellbore schematic.
- Wellhead diagram.





Pennsylvania General Energy Company, LLC

Indiana County, Grant Township, Marjorie C. Yanity Well # 1025

API #: 37-063-31087-00

Injection Well Construction Diagram

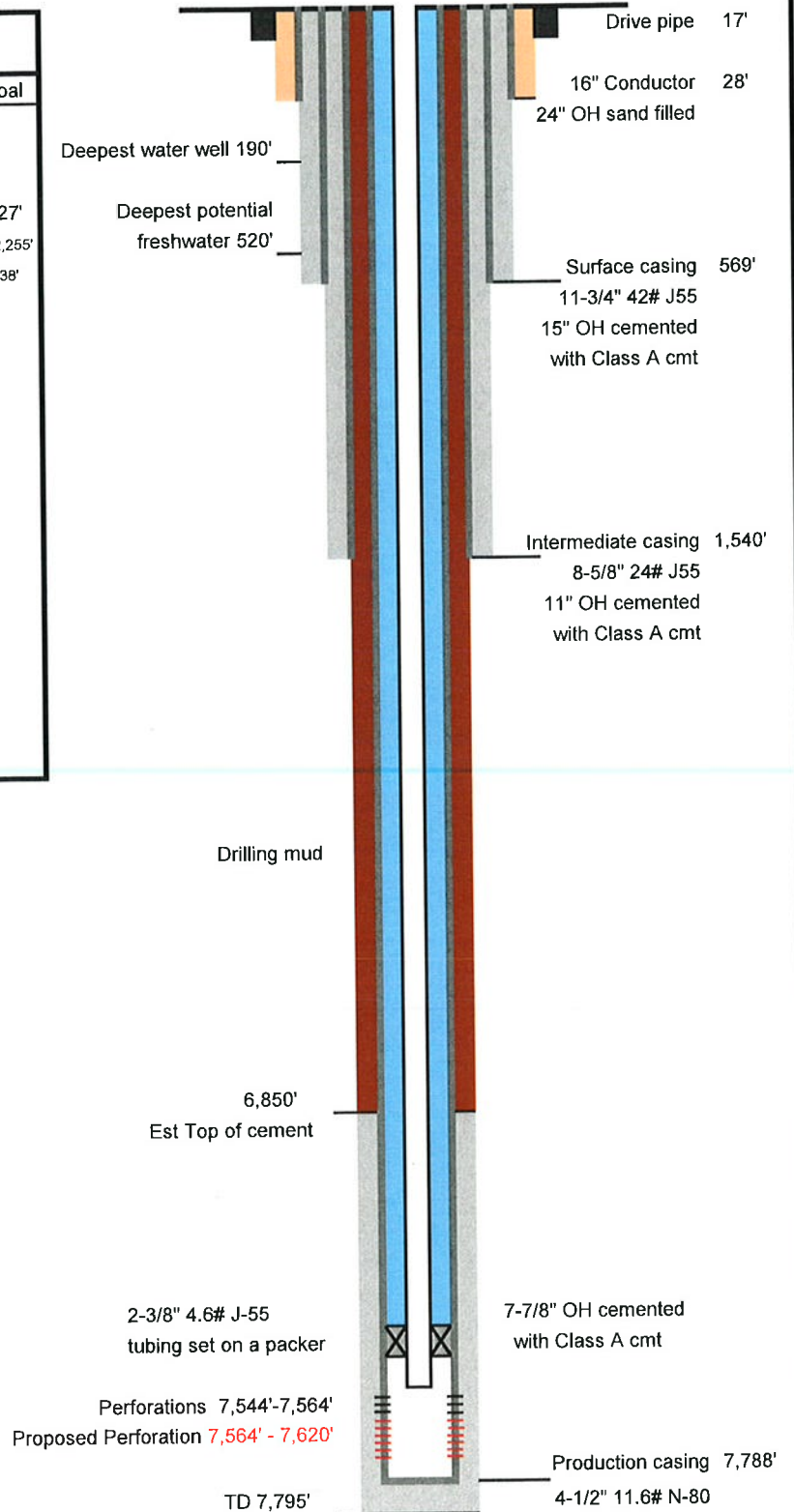
Longitude: 78° 55' 34"

Latitude: 40° 44' 43"

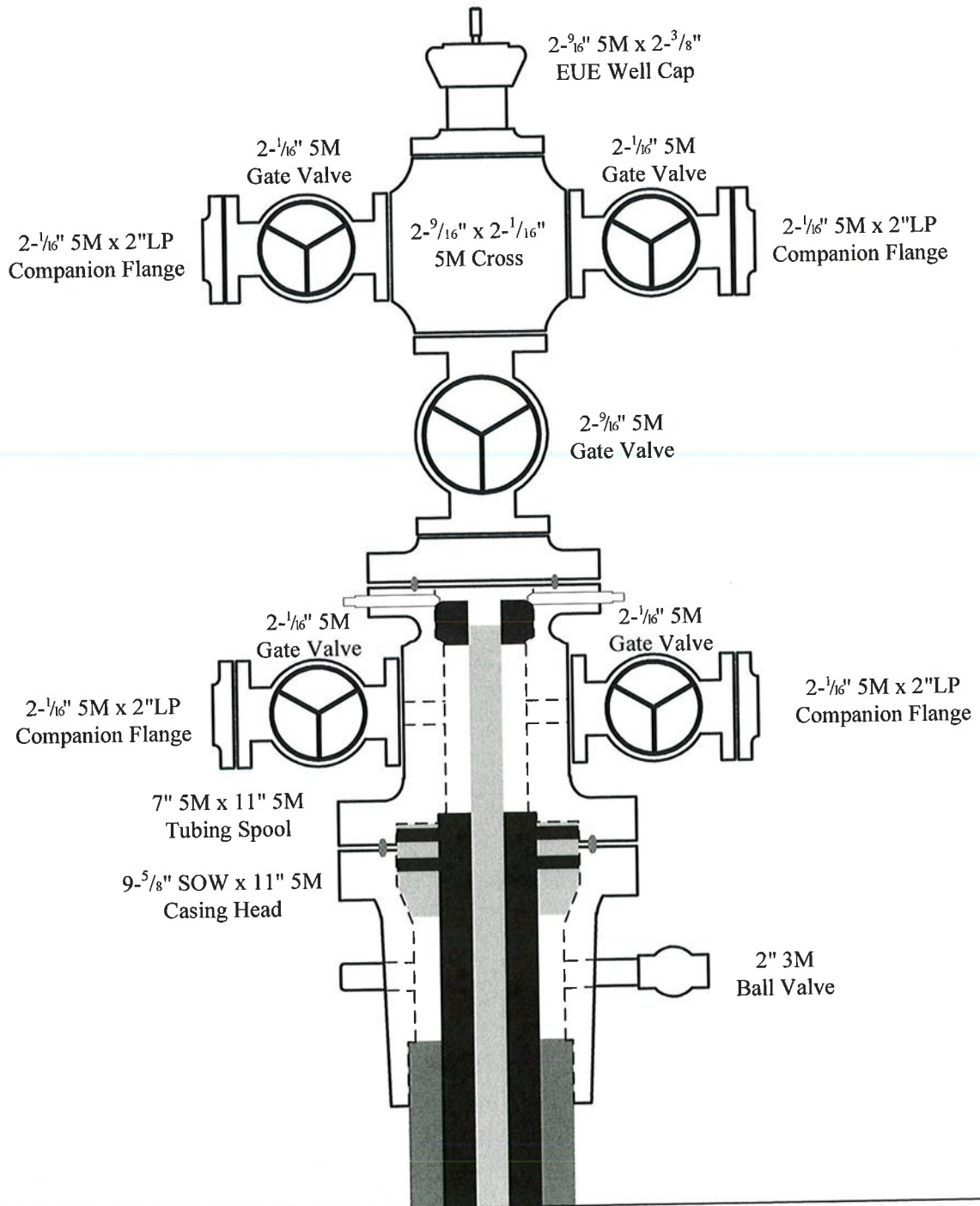
Surface Elevation: 1,620 ft

Log of formations

Formation Name	Top	Bottom	Oil/Gas	Water	Coal
Strip Fill & Gray Shale	0'	27'			
Gray Shale & Coal	27'	83'			
Sand, Shale, & Coal	83'	127'		83'	
Shale	127'	129'			127'
Sand & Shale	129'	259'		130'	152,255'
Sand & Shale	259'	440'			338'
Sand & Shale	440'	1,040'			
Sand & Shale	1,040'	1,225'			
Red Rock & Shale	1,225'	1,412'			
Sand & Shale	1,412'	1,769'			
Sand & Shale	1,769'	2,950'			
Sand & Shale	2,950'	3,300'			
Shale	3,300'	4,800'			
Shale	4,800'	6,859'			
Tully Limestone	6,859'	6,937'			
Shale	6,937'	7,430'			
Marcellus Shale	7,430'	7,522'			
Onondaga Limestone	7,522'	7,532'			
Huntersville Chert	7,532'	7,622'	7,544'		
Oriskany Sandstone	7,622'	7,630'			
Limestone	7,630'	7,795'			
TD		7,795'			



Note: Diagram not to scale



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N

CHANGES IN INJECTED FLUID

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DOES NOT APPLY TO CLASS II WELLS

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O

PLANS FOR WELL FAILURES

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Attachment O: PLANS FOR WELL FAILURES

If a mechanical well failure or noncompliance with a permit condition is suspected, the well will be shut in and the EPA Region 3 and PA DEP will be contacted, in accordance with 40 CFR 144.51(l)(6)(ii), by telephone within 24 hours by a Pennsylvania General Energy Company, L.L.C. representative. A written report of the incident and corrective action plan will be submitted within 5 business days to the EPA Region 3. The written report will include the date, time, and description of the noncompliance. Following the incident/noncompliance the appropriate steps shall be taken to reduce, eliminate, and prevent any future issues.

A current site-specific PPC Plan will be maintained on site.

Note: As shown in Attachment M: Construction Details, there are four levels of protection between the injected water and surface sources of drinking water. If there are any incidents or noncompliance issues involving pressure in the tubing/production casing annulus a PGE representative will immediately check the pressure on the annulus between production and intermediate casings. If pressure is detected in the annulus between production and intermediate casings further investigation will take place. Otherwise, the tubing or packer will be repaired and the well put back on-line.



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P

MONITORING PROGRAM

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Attachment P: MONITORING PROGRAM

There are no other wells in the area of review that penetrate the injection zone and the Marjorie C. Yanity 1025 well is cased and cemented beyond any minimum requirements. No monitoring program beyond maintaining records of the surface injection pressure is proposed.

The injection facility will be closely monitored through the assistance of a supervisory control and data acquisition (SCADA) system. The system will be designed to monitor and provide real-time reporting of injection pressures, rates, tank levels, and truck unloading volumes. Injection will be shut down or scaled back as pressures approach the MASIP. An emergency shutdown procedure will also be in place should the injection pressure reach the MASIP or there is an issue with any surface facility.



PGE

Q

PLUGGING & ABANDONMENT PLAN

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Attachment Q: PLUGGING AND ABANDONMENT PLAN

In the event that the Marjorie C. Yanity 1025 well is to be plugged, a Notice of Intent to Plug will be filed with the PADEP and the well plugged per the included EPA Plugging & Abandonment Plan in accordance with Pa Code Title 25 Ch78.95. The particulars of this plan are explained in detail in the following attachment.

Included in this section:

- EPA Plugging & Abandonment Plan.

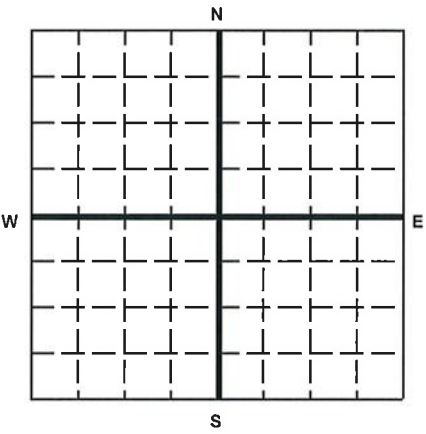




United States Environmental Protection Agency
Washington, DC 20460

PLUGGING AND ABANDONMENT PLAN

Name and Address of Facility Marjorie C. Yanity, Well #1025	Name and Address of Owner/Operator Pennsylvania General Company, L.L.C. 120 Market Street, Warren PA, 16365
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Locate Well and Outline Unit on Section Plat - 640 Acres 	State Pennsylvania	County Indiana	Permit Number 37-063-31807-00
	Surface Location Description 1/4 of 1/4 of 1/4 of 1/4 of Section Township Range		
	Locate well in two directions from nearest lines of quarter section and drilling unit Surface Location <input type="text"/> ft. frm (N/S) Line of quarter section and <input type="text"/> ft. from (E/W) Line of quarter section.		
TYPE OF AUTHORIZATION <input checked="" type="checkbox"/> Individual Permit <input type="checkbox"/> Area Permit <input type="checkbox"/> Rule Number of Wells <input type="text" value="1"/>		WELL ACTIVITY <input type="checkbox"/> CLASS I <input checked="" type="checkbox"/> CLASS II <input checked="" type="checkbox"/> Brine Disposal <input type="checkbox"/> Enhanced Recovery <input type="checkbox"/> Hydrocarbon Storage <input type="checkbox"/> CLASS III	
Lease Name <input type="text" value="Marjorie C. Yanity"/>		Well Number <input type="text" value="37-063-31807"/>	

CASING AND TUBING RECORD AFTER PLUGGING					METHOD OF EMPLACEMENT OF CEMENT PLUGS	
SIZE	WT (LB/FT)	TO BE PUT IN WELL (FT)	TO BE LEFT IN WELL (FT)	HOLE SIZE		
16"		28	28	24"	<input checked="" type="checkbox"/> The Balance Method	
11-3/4"	42	569	569	15"	<input type="checkbox"/> The Dump Bailer Method	
8-5/8"	24	1,540	1,540	11"	<input type="checkbox"/> The Two-Plug Method	
4-1/2"	11.6	7,788	7,788	7-7/8"	<input type="checkbox"/> Other	

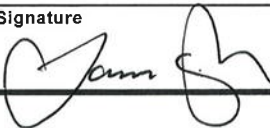
CEMENTING TO PLUG AND ABANDON DATA:							
	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7
Size of Hole or Pipe in which Plug Will Be Placed (inches)	4.5	4.5/7.87	7.875	7.875	7.875		
Depth to Bottom of Tubing or Drill Pipe (ft)	7,788	6,900	3,300	1,900	669		
Sacks of Cement To Be Used (each plug)	27.5	47	130	154	56		
Slurry Volume To Be Pumped (cu. ft.)	32.5	55.4	153.4	181.5	65.9		
Calculated Top of Plug (ft.)	7,450	6,700	2,950	1,490	504		
Measured Top of Plug (if tagged ft.)							
Slurry Wt. (Lb./Gal.)	15.6	15.6	15.6	15.6	15.6		
Type Cement or Other Material (Class III)	Class A	Class A	Class A	Class A	Class A		

LIST ALL OPEN HOLE AND/OR PERFORATED INTERVALS AND INTERVALS WHERE CASING WILL BE VARIED (if any)			
From	To	From	To
7,544	7,564		

Estimated Cost to Plug Wells
 \$60,000

Certification

I certify under the penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. (Ref. 40 CFR 144.32)

Name and Official Title (Please type or print) James Ashbaugh, V.P. Engineering	Signature 	Date Signed 01/21/2013
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PGE

R

NECESSARY RESOURCES

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Attachment R: NECESSARY RESOURCES

Included in this section:

- A Surety Bond in the amount of \$60,000 to cover the cost of plugging the Marjorie C. Yanity 1025 well.
- Standby Trust Agreement.



SCHEDULE A

Identification of Facilities and Cost Estimates

Schedule A is referenced in the standby trust agreement dated 1/31/2013 by and between Pennsylvania General Energy Company, LLC, the Grantor and (Name of owner or operator)

Northwest Savings Bank, the Trustee.
(Name of trustee)

EPA identification number	<u>PAS2D013B1ND</u>
Name of facility	<u>Marjorie C. Yanity #1025</u>
Address of facility	<u>Grant Twp</u> <u>Indiana County, PA</u>
Current plugging and abandonment cost estimate	<u>\$60,000</u>
Date of estimate	<u>1/10/2013</u>
EPA identification number	_____
Name of facility	_____
Address of facility	_____
Current plugging and abandonment cost estimate	_____
Date of estimate	_____

SURETY PERFORMANCE BOND

U.S. Environmental Protection Agency
Underground Injection Control
Financial Responsibility Requirement

BOND COVERS THE PLUGGING OF INJECTION WELLS

Date bond executed: January 10, 2013

Effective date: January 10, 2013

Principal: Pennsylvania General Energy Company, L.L.C.
(Legal name of owner or operator)

120 Market Street, Warren, PA 16365
(Business address of owner or operator)

Type of organization: Limited Liability Corporation
(Individual, joint venture,
partnership, or corporation)

State of incorporation: Pennsylvania

Surety(ies): RLI Insurance Company
(Name)

8 Greenway Plaza, Suite 400, Houston, TX 77046
(Business Address)

EPA identification number, name, address, and plugging and abandonment amount(s) for each injection well guaranteed by this bond. (Indicate plugging and abandonment amounts for each well. Attach separate list if necessary.)

<u>Injection Well Information</u>	<u>Plugging & Abandonment Amount</u>
<u>Marjorie C. Yanity 1025; API #: 37-063-31807-00</u>	<u>\$60,000</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Total penal sum of bond: \$60,000.00

Surety's bond number: RLB0014971

KNOW ALL PERSONS BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto are firmly bound to the U.S. Environmental Protection Agency (hereinafter called EPA), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS said Principal is required, under the Underground Injection Control Regulations, as amended, to have a permit or comply with provisions to operate under rule for each injection well identified above, and

WHEREAS said Principal is required to provide financial assurance for plugging and abandonment as a condition of the permit or approval to operate under rule, and

WHEREAS said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform plugging and abandonment, whenever required to do so, of each injection well for which this bond guarantees plugging and abandonment, in accordance with the plugging and abandonment plan and other requirements of the permit or provisions for operating under rule and other requirements of the permit or provisions for operating under rule as may be amended, pursuant to all applicable laws, statutes, rules and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in Subpart F of 40 CFR 144, and obtain the EPA Regional Administrator's written approval of such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the EPA Regional Administrator(s) from the Surety(ies), then this obligation shall be null and void. Otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the plugging and abandonment requirements of 40 CFR 144, for an injection well which this bond guarantees performances of plugging and abandonment, the Surety(ies) shall either perform plugging and abandonment in accordance with the plugging and abandonment plan and other permit requirements or place the amount for plugging and abandonment into standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has failed to provide alternate financial assurance as specified in Subpart F of 40 CFR 144, and obtain written approval of such assurance from the EPA Regional Administrator(s) during the 90 days following receipt by both the Principal and the EPA Regional Administrator(s) of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the injection well(s) into the standby trust fund as directed by the EPA Regional Administrator.

The Surety(ies) hereby waive(s) notification of amendments to plugging and abandonment plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice by certified mail to the owner or operator and to the EPA Regional Administrator(s) for the Region(s) in which the injection well(s) is (are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EPA Regional Administrator(s), as evidenced by the return receipts.

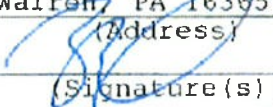
The Principal may terminate this bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded injection well(s) is (are) located.

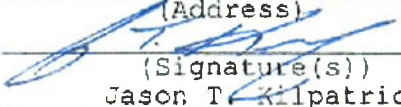
(The following paragraph is an optional rider that may be included but is not required.)

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new plugging and abandonment amount, provided that the penal sum does not increase by more than 20% in any one year, and no decrease in the penal sum takes place without the written permission of the EPA Regional Administrator(s).

In WITNESS WHEREOF, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signature appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording on this surety bond is identical to the wording specified in 40 CFR 144.70(c) as such regulation was constituted on the date this bond was executed.

PRINCIPAL:
Pennsylvania General Energy
Company, L.L.C.
(Name)
120 Market Street,
Warren, PA 16365
(Address)

(Signature(s))
Douglas E. Kuntz
(Name(s))
President & CEO
(Title(s))
Corporate Seal

CORPORATE SURETY(IES):
RLI Insurance Company
(Name)
8 Greenway Plaza, Suite 400,
Houston, TX 77046
(Address)

(Signature(s))
Jason T. Kilpatrick
(Name(s))
Attorney-in-Fact
(Title(s))
Corporate Seal

Pennsylvania
State of Incorporation
\$ N/A
Bond Premium

Illinois
State of Incorporation
\$60,000.00
Liability Limit

(For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.)

STANDBY TRUST AGREEMENT

U.S. Environmental Protection Agency
Underground Injection Control
Financial Responsibility Requirement

THIS TRUST AGREEMENT (the "Agreement") is entered into as of January 31, 2013, by and between Pennsylvania General Energy Company LLC, owner or operator, a Pennsylvania corporation / partnership / association / proprietorship (the "Grantor"), and Northwest Savings Bank (the "Trustee"), a Pennsylvania corporation/financial institution.

Whereas, the United States Environmental Protection Agency ("EPA"), an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of an injection well shall provide assurance that funds will be available when needed for plugging and abandonment of the injection well or wells,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility or facilities identified herein, and

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) Facility or activity means any "underground injection well" or any other facility or activity that is subject to regulation under the Underground Injection Control Program.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the "Fund") for the purpose of assuring compliance with the plugging and abandonment requirements established by EPA for the facilities identified on Schedule A. The Underground Injection Control regulations which govern the authorization to inject include a requirement for such financial assurance that the well or wells shall be plugged and abandoned at the time designated by EPA. The Grantor and the Trustee acknowledge that the Fund and all expenditures from the Fund shall be to fulfill the legal obligations of the Grantor under such regulations, and not any obligation of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred

to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible, nor shall it undertake any responsibility, for the amount or adequacy of any additional payments necessary to discharge any liabilities of the Grantor established by EPA, nor shall the Trustee have any duty to collect such additional amounts from the Grantor.

Section 4. Payment for Plugging and Abandonment. The Trustee shall make payments from the Fund only for the costs of plugging and abandonment ("P&A") of the injection wells covered by this Agreement and the associated P&A Plan, only after EPA has advised the Trustee that work has been completed under the P&A Plan that complies with 40 C.F.R. § 144.28 and/or § 144.52. The Trustee shall not refund to the Grantor any amounts from the Fund unless and until EPA has advised the Trustee that the P&A Plan has been successfully completed. The Trustee shall not release any funds to the Grantor that are necessary to cover liability for any injection wells covered by this Agreement that remain unplugged.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:
(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other

trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U. S. C. 80a-1 *et seq.*, including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered: (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this

Agreement of any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional

Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Pennsylvania.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective representatives duly authorized and their seals to be hereunto affixed and attested as of the date first above written.

GRANTOR



By: Douglas E. Kuntz
[Print name]

Its: Douglas E. Kuntz, President
and CEO
[Title]

Attest:

TRUSTEE



By: Jill S. Martone
[Print name]

Its: Trust Officer
[Title]

Attest:

Becky J. Lucia

Becky J. Lucia

Its: VP Finance/CFO
[Title]

Its: VP Finance/CFO
[Title]

[SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Becky J. Lucia, Notary Public
City of Warren, Warren County
My Commission Expires Sept. 24, 2013
Member, Pennsylvania Association of Notaries

[SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Becky J. Lucia, Notary Public
City of Warren, Warren County
My Commission Expires Sept. 24, 2013
Member, Pennsylvania Association of Notaries

Before me came the individual whose identity I confirmed as Douglas E. Kuntz, and whose true signature is set forth above; wherefor have I set my hand and seal this 31st day of January, 2003.

Before me came the individual whose identity I confirmed as Jill S. Martone, and whose true signature is set forth above; wherefor have I set my hand and seal this 31st day of January, 2003.

Becky J. Lucia
Notary Public

Becky J. Lucia
Notary Public

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**CERTIFICATE OF ACKNOWLEDGMENT
FOR
TRUST FUND AGREEMENT**

STATE OF Pennsylvania

COUNTY OF Warren


On this 31st day of January, 2013, before me personally came

Douglas E. Kuntz to me known, who, being by me duly sworn, did depose
(Owner or Operator)

and say that he/she resides at 120 Market Street, Warren PA 16365,
(Address)

that he/she is President + CEO of Pennsylvania General Energy Company, LLC
(Title) (Corporation)

the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to such instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



(Notary Public)

COMMONWEALTH OF PENNSYLVANIA

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PGE

S

AQUIFER EXEMPTIONS

UIC Permit App.

NO AQUIFER EXEMPTION WILL BE REQUESTED

PGE

T

EXISTING EPA PERMITS

UIC Permit App.

Attachment T: EXISTING EPA PERMITS

Pennsylvania General Energy Company, L.L.C. has one existing NPDES permit. The permit was issued by the Pennsylvania Department of Environmental Protection Waterways and Wetlands Program as permit number PAI044112005.



PGE

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DESCRIPTION OF BUSINESS

UIC Permit App.

Attachment U: DESCRIPTION OF BUSINESS

Pennsylvania General Energy Company, L.L.C. (the "LLC") was formed on July 1, 2003 as a multi-member limited liability company. At that time, Pennsylvania General Energy Corp. ("PGE") contributed substantially all of its operating assets to the LLC. The LLC is engaged in the development, production and operation of oil and gas properties. Its activities are presently concentrated in Pennsylvania but it has also conducted activities in New York, West Virginia and Maryland. PGE currently operates over 1,300 producing oil and gas wells. Although PGE does not currently hold any UIC injection permits, it has operated in excess of 600 permitted injection wells, injecting up to 5,400 BWPD of which 75% was produced water.

