

003669



United States
Department of
Agriculture

Forest
Service

Allegheny National Forest
Marienville Ranger District

HC 2, Box 130
Marienville, PA 16239
(814) 927-6628
FAX (814) 927-2285

File Code: 2460/2830

Date: October 20, 2004

Pennsylvania General Energy
LLC 208 Liberty Street
Warren, PA 16365
ATTN: Doug Kuntz

Dear Mr. Kuntz:

The Forest Service hereby grants permission for Pennsylvania General Energy, LLC to fell, skid, and deck all designated timber, on its proposed OGM Case 415E, Wells 1644, 1646, 1670, and 1673 located on National Forest lands in Warrant 3179, Jenks Township, Forest County, PA.

This authority is granted, subject to the attached Agreement, which Pennsylvania General Energy, LLC agrees in writing to abide. The authority to fell trees without payment is vested in Title 36, Code of Federal Regulations, and Part 223.12. Pennsylvania General Energy proposed project is an authorized occupancy of National Forest lands.

The decision to grant permission to fell trees in advance of payment, is based on later sale of the felled forest products, and is at the sole discretion of the Forest Service.

Any questions related to the felling of the designated timber should be directed to Lauren E. Miles, Resource Administrator.

Leon F. Blashock
District Ranger

Randy Durner
Contracting Officer

Enclosure: Agreement to Fell Timber



AGREEMENT TO FELL, SKID, AND DECK TIMBER

Pennsylvania General Energy, LLC
Case 415E, Wells 1644, 1646, 1670, & 1673
Warrants 3179, Jenks Township, Forest County, Pennsylvania

ALLEGHENY NATIONAL FOREST


Purpose and Need – Pennsylvania General Energy, LLC has expressed a need to fell and deck timber in conjunction with their proposed development that the Forest Service agrees is acceptable for meeting their needs and protecting the value of public resources. Whereupon, the OGM developer agrees to the terms and conditions set forth by the Forest Service in the conduct of such action as stated below by their signature.

1. **Laws and Regulations:** Pennsylvania General Energy, LLC agrees to abide by all Federal, State, and local laws, regulations, ordinances, and similar directives in the conduct of this operation.
2. **Discretionary Election and Expense:** Pennsylvania General Energy, LLC understands and agrees that the undertaking of this action is at their discretion, and that the U.S. Forest Service will not reimburse them for the cost of cutting, skidding, and decking of the designated timber on the project site.
3. **Approval of Logging Contractors:** Logging subcontractors are subject to Forest Service approval prior to commencement of felling operations (to insure they are not suspended or debarred, and/or have reasonably performed in the past on the National Forest).
4. **Reasonable Care and Protection:** Pennsylvania General Energy, LLC, and its logging subcontractors, agree to exercise reasonable workmanship and prudent care, judgment, and protection of the designated timber in the felling, skidding, and decking of such timber. Reasonable care may include topping and/or binding tree crotches to prevent splitting.
5. **Designation for Cutting:** Timber on this project site, designated for cutting, is so designated as follows: a) saw timber is marked with tree marking paint, with a slash at breast height (dbh) and two paint spots on the stump; b) pulpwood is marked with tree marking paint, with a spot at breast height (dbh), and a spot on the stump; c) cutting is confined to a right of way corridor, the boundaries of which are designated by, said boundary trees which are NOT DESIGNATED for cutting.
6. **Decking Locations:** Timber designated for cutting shall be felled, skidded, and decked at designated locations agreed to by both parties. Any change in locations shall be by

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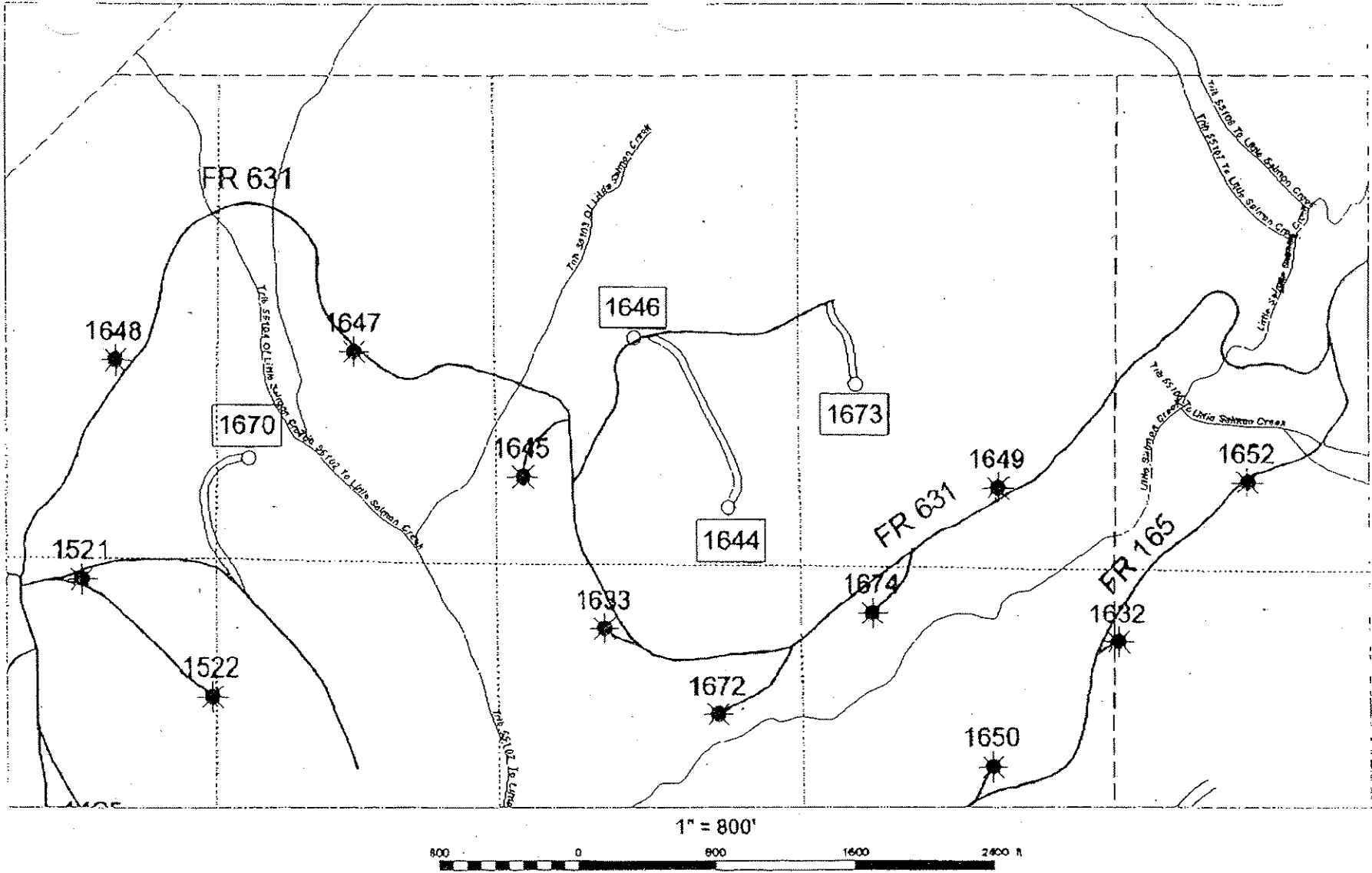
written, mutual agreement between representatives of both parties. Locations are shown on project map attached to this Agreement.

7. **Decking by Product:** Saw timber and pulpwood products shall be decked separately, i.e. products shall not be intermixed with the same deck, but shall be distinct decks.
8. **Decking Patterns:** Products should be decked in an orderly and workmanlike manner, so as not to create hazardous conditions, and to afford reasonable and safe inspection by Forest Service employees, and any parties seeking to purchase the products. Decks shall be kept free and clear of any logging debris, slash, dirt, soil, rocks, drill cuttings, or other waste or by products of the OGM development. Where possible, decks should be located so as to facilitate prompt removal of products by a purchaser.
9. **Product Specifications:** a) Saw timber products as designated by Forest Service (minimum dbh 11.0 inches), shall be cut so as to leave a stump with maximum height of 14 inches. They shall be topped at an inside diameter of 9.6 inches (dib), and skidded and decked "tree length". No bucking of trees into log lengths is permitted; b) pulpwood products, standing trees with a minimum dbh of 5.0 inches and top wood from saw timber trees, as designated by Forest Service, shall be topped at an inside diameter of 4 inches, skidded and decked tree length. Maximum stump height of ten inches for pulpwood.
10. **Initiation of Cutting:** No cutting shall occur until written authorization is provided to the OGM developer. Logging contractor shall be in possession of a copy of the authorization, and shall produce it on demand by a Forest Officer.
11. **Period of Cutting:** Forest Service and OGM developer shall agree in writing upon the time frame upon which the cutting will occur.
12. **Representatives and Notices:** Each party will have a representative identified in writing to the other. Any proposed changes from this agreement shall be made in writing to the other party.
13. **Site Specific Conditions and requirements:** None
14. **Agreement:** ...Pennsylvania General Energy, LLC... hereby agrees to each and all stipulations of this authorization



DOUG KUNTZ
PENNSYLVANIA GENERAL ENERGY, LLC
208 Liberty Street
Warren, PA 16365

10/21/04
Date



Pennsylvania General Energy Company, L.L.C.

Note: All sites or facilities depicted on the map for future development are preliminary and may not be ultimately developed. Development will occur in phases over an extended period and will depend on factors such as previous well results, budgets, market conditions, and pipeline availability.

Date: 16 June, 2004

Pennsylvania General Energy Company, L.L.C.

Wells 1644_1646_1670_1673

Forest County	Pennsylvania	Date: 20 October, 2004
	MV D.Lombardo 10/20/04	Author: jmel



United States
Department of
Agriculture

Forest
Service

Allegheny National Forest
Marienville Ranger District
Ridgway Administrative Site

1537 Montmorenci Road
Ridgway, PA 15853
(814) 776-6172
FAX (814) 772-7387

File Code: 2460/2830

Date: February 18, 2003

Mr. Doug Jones
Catalyst Energy, Inc.
120 Shangri Lane
Pittsburgh, PA 15237

Dear Mr. Jones

The Forest Service hereby grants permission for Catalyst Energy, Inc. to fell, skid, and deck all designated timber, on its proposed Case 366 wells WC-39, 51, 52, and 57 located on National Forest Lands in Warrants 3773, Highland Township, Elk County, Pennsylvania.

This authority is granted, subject to the attached Agreement, which Catalyst Energy, Inc. agrees in writing to abide. The authority to fell trees without payment is vested in Title 36, Code of Federal Regulations, and part 223.12. Catalyst's proposed project is an authorized occupancy of National Forest Lands.

The decision to grant permission to fell trees in advance of payment, is based on later sale of the felled forest products, and is at the sole discretion of the forest Service.

Any questions related to the felling of the designated timber should be directed to Stephen E. Chinault, Resource Administrator.

Sincerely,

LEON F. BLASHOCK
District Ranger



AGREEMENT TO FELL, SKID, AND DECK TIMBER

404 Catalyst Energy, Inc.


Case ~~366~~ - Wells ~~W-69, 68, 71, 67, 62, 61, 66~~ 1, 2, 5, 6, 14 & 15
Warrants 3773, Highland Township, Elk County, Pennsylvania

ALLEGHENY NATIONAL FOREST

Purpose and Need – Catalyst Energy, Inc. has expressed a need to fell and deck timber in conjunction with their proposed development that the Forest Service agrees is acceptable for meeting their needs and protecting the value of public resources. Whereupon, the OGM developer agrees to the terms and conditions set forth by the Forest Service in the conduct of such action as stated below by their signature.

1. **Laws and Regulations:** Catalyst Energy, Inc. agrees to abide by all Federal, State, and local laws, regulations, ordinances, and similar directives in the conduct of this operation.
2. **Discretionary Election and Expense:** Catalyst Energy, Inc. understands and agrees that the undertaking of this action is at their discretion, and that the U.S. Forest Service will not reimburse them for the cost of cutting, skidding, and decking of the designated timber on the project site.
3. **Approval of Logging Contractors:** Logging subcontractors are subject to Forest Service approval prior to commencement of felling operations (to insure they are not suspended or debarred, and/or have reasonably performed in the past on the National Forest).
4. **Reasonable Care and Protection:** Catalyst Energy, Inc., and its logging subcontractors, agree to exercise reasonable workmanship and prudent care, judgment, and protection of the designated timber in the felling, skidding, and decking of such timber. Reasonable care may include topping and/or binding tree crotches to prevent splitting.
5. **Designation for Cutting:** *and seen within 15 feet on either side of center flagging.* Timber on this project site, designated for cutting, is so designated as follows: a) ~~saw timber is marked with yellow or orange tree marking paint, with a slash at breast height (dbh) and two paint spots on the stump;~~ b) ~~pulpwood is marked with yellow or orange tree marking paint, with a spot at breast height (dbh), and a spot on the stump;~~ c) ~~cutting is confined to a right of way corridor, the boundaries of which are designated by green tags and painted stump marks, said boundary trees which are NOT DESIGNATED for cutting.~~ *not to exceed 15 feet either side of road center line.*
6. **Decking Locations:** Timber designated for cutting shall be felled, skidded, and decked at designated locations agreed to by both parties. Any change in locations shall be by written, mutual agreement between representatives of both parties. Locations are shown on project map attached to this Agreement.

7. **Decking by Product:** Saw timber and pulpwood products shall be decked separately, i.e. products shall not be intermixed with the same deck, but shall be distinct decks.
8. **Decking Patterns:** Products should be decked in an orderly and workmanlike manner, so as not to create hazardous conditions, and to afford reasonable and safe inspection by Forest Service employees, and any parties seeking to purchase the products. Decks shall be kept free and clear of any logging debris, slash, dirt, soil, rocks, drill cuttings, or other waste or by products of the OGM development. Where possible, decks should be located so as to facilitate prompt removal of products by a purchaser.
9. **Product Specifications:** a) Saw timber products as designated by Forest Service (minimum dbh 11.0 inches), shall be cut so as to leave a stump with maximum height of 14 inches. They shall be topped at an inside diameter of 9.6 inches (dib), and skidded and decked "tree length". No bucking of trees into log lengths is permitted; b) pulpwood products, standing trees with a minimum dbh of 5.0 inches and top wood from saw timber trees, as designated by Forest Service, shall be topped at an inside diameter of 4 inches, skidded and decked tree length. Maximum stump height of ten inches for pulpwood.
10. **Initiation of Cutting:** No cutting shall occur until written authorization is provided to the OGM developer. Logging contractor shall be in possession of a copy of the authorization, and shall produce it on demand by a Forest Officer.
11. **Period of Cutting:** Forest Service and OGM developer shall agree in writing upon the time frame upon which the cutting will occur.
12. **Representatives and Notices:** Each party will have a representative identified in writing to the other. Any proposed changes from this agreement shall be made in writing to the other party.
13. **Site Specific Conditions and requirements:** None
14. **Agreement:** ...CATALYST ENERGY, INC..... hereby agrees to each and all stipulations of this authorization


 RAUL RODGERS *Vice President*
 CATALYST ENERGY, INC.
 120 Shangri Lane
 Pittsburgh, PA 15237

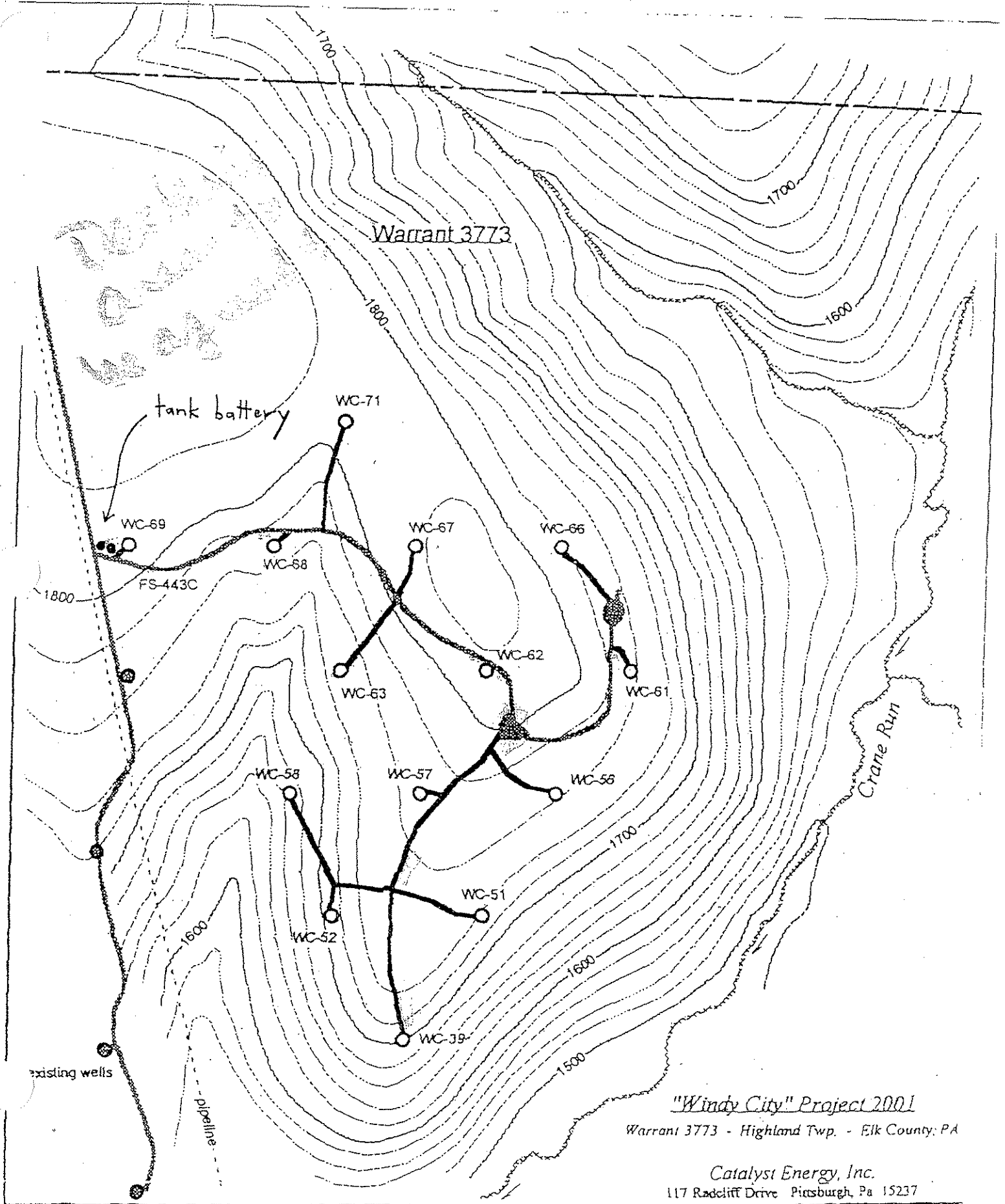
2/19/03
 Date

002679
General Plan

Scale 1" = 500'

exist road

proposed wells



"Windy City" Project 2001

Warrant 3773 - Highland Twp. - Elk County, PA

Catalyst Energy, Inc.

117 Radcliff Drive Pittsburgh, Pa 15237

AGREEMENT TO FELL, SKID, AND DECK TIMBER

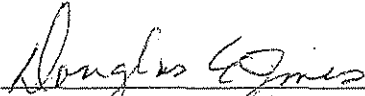
Catalyst Energy, Inc.
Case 366 – Wells WC-69, 68, 71, 67, 62, 61, 66
Warrants 3773, Highland Township, Elk County, Pennsylvania

ALLEGHENY NATIONAL FOREST

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1. **Laws and Regulations:** Catalyst Energy, Inc. agrees to abide by all Federal, State, and local laws, regulations, ordinances, and similar directives in the conduct of this operation.
2. **Discretionary Election and Expense:** Catalyst Energy, Inc. understands and agrees that the undertaking of this action is at their discretion, and that the U.S. Forest Service will not reimburse them for the cost of cutting, skidding, and decking of the designated timber on the project site.
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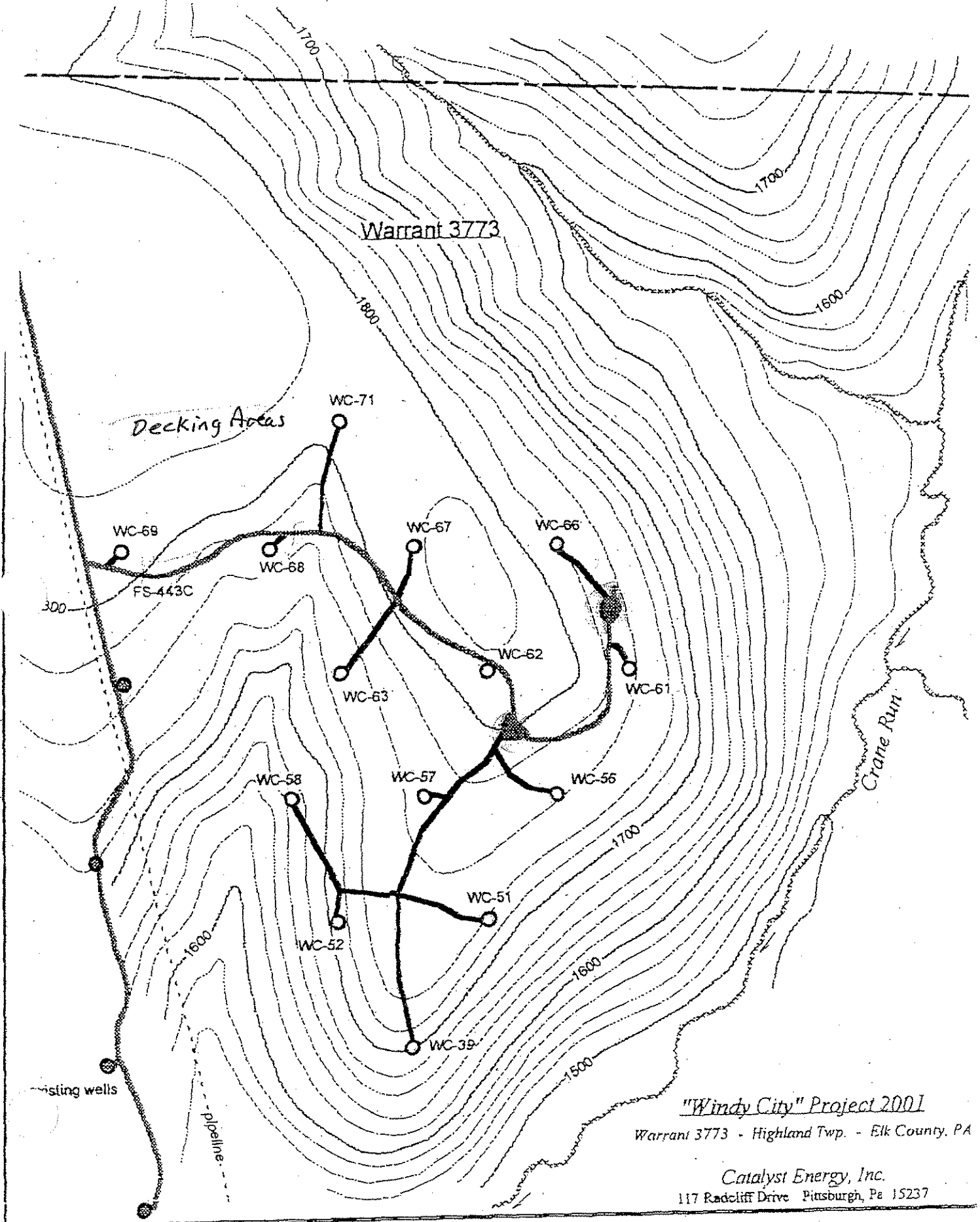


PAUL RODGERS *Douglas Jones*
CATALYST ENERGY, INC.
120 Shangri Lane
Pittsburgh, PA 15237

1/30/03
/ Date

003679
General Plan

Scale 1" = 500'



"Windy City" Project 2001

Warrant 3773 - Highland Twp. - Elk County, PA

Catalyst Energy, Inc.
117 Radcliff Drive Pittsburgh, Pa 15237