

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of

AN INVESTIGATION OF THE GAS COSTS OF)	
B&H GAS COMPANY PURSUANT TO KRS)	
278.2207 AND THE WHOLESALE GAS PRICE IT)	CASE NO.
IS CHARGED BY ITS AFFILIATE, B&S OIL AND)	2015-00367
GAS COMPANY, PURSUANT TO KRS 278.274)	

COMPANIES' RESPONSES TO POST-HEARING DATA REQUESTS

Come B&H Gas Company, B&S Oil and Gas Company, and Bud Rife, in response to the post-hearing data requests filed by the Commission staff. Bud Rife is the person responsible for answering the data requests, and states as follows:

REQUESTS

1. For each of the seven wells from which B&S Oil and Gas Company ("B&S") supplies gas to B&H Gas Company ("B&H"), provide the following:

i. The specific name, identification and location of each well.

RESPONSE: Please see attached assignment of leasehold interest, attached as Exhibit A. Tract 1 refers to the Betsy Layne well. Tract 2 refers to the George Honaker well. Tract 4 refers to the Mare Creek well. Tract 5 refers to the Booker Jones #1 well. Tract 6 refers to the J.K. Stratton well. Tract 7 refers to the Country Kitchen well. Tract 8 refers to the Booker Jones #2 well.

ii. Identify by name and street address every owner and every lessee who has surface rights to the property where each well is located.

RESPONSE: The surface of Tract 1, as identified in the assignment attached to 1(i) is owned by Faye Maynard. Please see Exhibit B for address. The surface of Tract 2, as identified in the assignment attached to 1(i) is owned by the heirs of John Lackey, address unknown. The surface of Tract 4, as identified in the assignment attached to 1(i) is owned by Tracy Kendrick, address unknown. The surface of Tract 5, as identified in the assignment attached to 1(i) is unknown. The surface of Tract 6, as identified in the assignment attached to 1(i) is owned by Annice Welch. Please see Exhibit B for address. The surface of Tract 7, as identified in the assignment attached to 1(i) is owned by the Commonwealth of Kentucky, Transportation Cabinet, Frankfort, Kentucky. The surface of Tract 8, as identified in the assignment attached to 1(i) is unknown.

iii. Identify by name and street address every owner and every lessee who has mineral rights to the property where each well is located.

RESPONSE: The gas rights of Tract 1, as identified in the assignment attached to 1(i) is owned by Faye Maynard. The gas rights are leased to Bud Rife by assignment. The gas rights of Tract 2, as identified in the assignment attached to 1(i) are owned by the Bud Rife. The gas rights of Tract 4, as identified in the assignment attached to 1(i) are owned by Richard Davis, Gene Davis, Ray Davis, Ernest Hickman, David Hickman, Warren Montoya, Mary Kynard, Douglas Roberts, Joyce Flint, and Myrtle Lively. See Exhibit B for addresses. The gas rights are leased to Bud Rife. The gas rights of Tract 5, as identified in the assignment attached to 1(i) are owned by Bud Rife. The gas rights of Tract 6, as identified in the assignment attached to 1(i) are owned by Michael Agee, Angela Radwan, Anna B. Stratton, Lloyd K. Stratton, Linda Ratliff, Sharon K. Goble, Christy Hammond, Loretta G. Hicks, Betty Jefferson, John Keeton, Johnathan Martin, Renee Martin, Patricia S. Radwan, Stacy Ratliff, Lorraine Waun, and Annice Welch. Please see

Exhibit B for addresses. The gas rights are leased to Bud Rife. The gas rights of Tract 7, as identified in the assignment attached to 1(i) are owned by Bud Rife. The gas rights of Tract 8, as identified in the assignment attached to 1(i) are owned by Bud Rife.

iv. Identify by name and street address every owner and every lessee who has natural gas and oil rights to the production from each well.

RESPONSE: See response to item 1(iii).

v. Provide a copy of each deed showing ownership of the oil & gas and also the oil & gas lease, if any, for each of the seven (7) gas wells from which B&S or Bud Rife claim the legal right to produce and sell the natural gas conveyed to B&H and which is resold by B&H to its customers.

RESPONSE: See Exhibit C attached hereto.

2. For each of the seven wells from which B&S or Bud Rife supplies natural gas to B&H, identify by name and street address, each party to whom royalties are paid or are owed.

RESPONSE: See Exhibit B attached hereto.

3. For each of the seven wells from which B&S or Bud Rife supplies natural gas to B&H, describe each of the following:

i. Royalty payments made or owed by Bud Rife, or any entity in which Bud Rife has an interest, including, but not limited to, ownership or managerial.

RESPONSE: Royalty payments are made to each person listed on Exhibit B, attached hereto. See also Exhibit D attached hereto.

ii. The name and address of those paid or owed.

RESPONSE: See Exhibit B attached hereto.

iii. The individual amounts paid to those identified in response to paragraph 3.ii. Produce copies of each cancelled check or other document evidencing payment of royalties to each individual or entity entitled there to from each of the seven (7) gas wells for each month from November 2015 through November 30, 2016.

RESPONSE: See Exhibit E attached hereto. Royalties are paid once annually.

iv. The basis of the calculations(s) for the royalty payments.

RESPONSE: The royalties are paid on the basis of one-eighth (1/8) of the total production of gas. This equals 1/8 of the price received by Bud Rife from B&H Gas Company for the sale of the gas.

v. The volume(s) and recipient(s) of any free gas, and the amounts paid for production, including details of the 1/8 production to surface right owners.

RESPONSE: See Exhibit D for details of the 1/8 production paid to the owners of the gas rights. No royalties are paid to owners of the surface rights. Annice Welch and Tracy Kendrick receive free gas. See Exhibit F, attached hereto, for the volume of gas provided to Annice Welch. No such "Customer Transaction Summary" is prepared for Tracy Kendrick due to small volumes of gas provided.

4. Provide all written documentation supporting the royalty payments described in response to paragraph 3 above.

RESPONSE: See Exhibit A attached hereto.

5. Provide written documentation from EQT supporting Mr. Rife's assertions that EQT does not have the capacity to supply any gas to B&H during the winter months or stating the volume of gas it has the capacity to provide to B&H during the heating season.

RESPONSE: The charts attached hereto as Exhibit G, which were provided to Bud Rife by EQT, demonstrate that when attempts are made to pull gas from the EQT lines, the pressure drops to the point where sufficient gas cannot be provided for continuous pull to provide sufficient service to the customers of B&H.

6. Provide B&H's monthly Mcf sales volumes beginning 11/1/2015 through 11/30/2016.

RESPONSE: See Exhibit H attached hereto.

7. Provide the BTU content reported by other small gas utilities in eastern Kentucky during 2016 that Bud Rife is using for comparison to the B&S gas wells' BTU content and which support his statement that other gas producing wells in the area, region, and state, do not have as high a BTU content as B&S produced gas.

RESPONSE: See Exhibit I attached hereto.

8. Provide the BTU content for any eastern Kentucky small gas utilities wells for which Bud Rife has knowledge regardless of whether or not that gas producing well was used to support the BTU content comparison to B&S gas wells.

RESPONSE: See Exhibit I attached hereto.

9. Provide the detail supporting the \$1.608 million Accounts Payable liability shown on B&H's December 31, 2015 balance sheet.

RESPONSE: Please see Exhibit J attached hereto.

10. Provide copies of the 2015 and the 2016 Master Services Agreements between Bud Rife Construction and EQT.

RESPONSE: Please see Exhibit K attached hereto.

11. Provide an explanation of the \$24,000 identified as rent for B&H in Exhibit

B to the response to the AG's initial request for information.

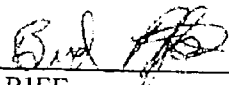
RESPONSE: Please see Exhibit I, attached hereto.

12. Explain how Mr. Rife's assertion of "arm's length," which he made during the hearing, applies to the transactions between himself and all his various entities.

RESPONSE: The amounts billed by Bud Rife Construction Company to B&H for work performed are the same amounts billed to other customers, including City of Pikeville, City of Prestonsburg, City of Paintsville, American Electric Power, Floyd County, EQT, Morehead State University, and Southern Water. The work orders attached hereto as Exhibit M reflect that work orders are issued by Bud Rife Construction Company to B&H for each service performed. The transactions are indeed "arms-length" in that there is no differentiation between the various customers serviced, including B&H. Exhibit N, attached hereto reflects that the lease payments made by B&H for its office space is at far less than market value, which while probably not "arms length," works to the benefit of B&H.

VERIFICATION

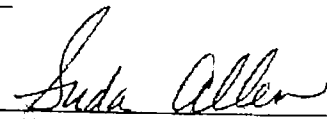
I hereby verify that the above responses are true and correct to the best of my knowledge and belief, formed after a reasonable inquiry.



BUD RIFE

COMMONWEALTH OF KENTUCKY)
COUNTY OF FLOYD)

Subscribed and sworn to before me by Bud Rife on this the 17th day of January, 2017.
My commission expires: 1/14/18



NOTARY PUBLIC, STATE AT LARGE
NOTARY ID NO: 503691

CERTIFICATE OF SERVICE

Counsel certifies that an original and nine copies of the foregoing, along with the exhibits thereto, were served and filed by hand-delivery to the Public Service Commission, 211 Sowers Boulevard, Frankfort, Kentucky 40601; counsel further states that a true and accurate copy of the foregoing was mailed by First Class U.S. Mail, postage prepaid, to:

Lawrence Cook, Esq.
Rebecca Goodman, Esq.
Assistant Attorneys General
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204

On this, the 17th day of January, 2017.



JOE F. CHILDERS

OIL AND GAS LEASEHOLD ASSIGNMENT

THIS AGREEMENT, made and entered into this the 26th day of May, 1989, by and between JOHN M. BRADLEY and DEBBIE L. BRADLEY, of HC 74, Box 538, Stanville, Kentucky, Parties of the First Part; and, BUD RIFE, ., of Box 155, Harold, Kentucky, Party of the Second Part.

W I T N E S S E T H:

Property located
in Floyd County, Kentucky, to-wit:

TRACT NO. 1

Bounded as follows:

"On North by lands of Earnest Layne on South by lands of Chaney George on East by lands of J. H. Layne, on West by Big Sandy River, containing 30 acres more or less, and being same oil and gas leasehold from Minnie Woods to F. F. Williams dated May 1, 1936, and of record in Deed Book 105, Page 187, Floyd County Clerk's office.

TRACT NO. 2

Located on Camp Branch of West Side of Big Sandy River and bounded as follows:

On North by lands of Nancy E. Honaker
On South by lands of Charlie Justice
On East by lands of Nancy E. Honaker
On West by lands of Belle Honaker

Being lease from George Honaket, et al., to Luther

McIntosh dated April 12th, 1938 and by conveyance to F. F. Williams by J. D. Bond, Master Commissioner, dated the 13th day of May, 1939, and of record in Deed Book 111 at Page 411, Floyd County Court Clerk's office, and conveyance from H. C. Francis by instrument of record in Deed Book 112, at Page 13, Floyd County Court Clerk's office.

TRACT NO. 3

Being on Waters of Camp Branch of Big Sandy River, bounded as follows:

On North by lands of Peter Justice
On East by lands of Willie Justice
On South by lands of Jim Honaker
On West by lands of Clay Justice

Containing 16 acres, more or less, and being the same lease from Florence Justice, et al., dated September 14, 1936, and of record in Deed Book 106 at Page 416, Floyd County Court Clerk's office.

TRACT NO. 4

Bounded as follows:

On North by lands of Dude Nunnery
On East by lands of Dude Nunnery
On South by lands of Isaac Davis
On West by lands of Isaac Davis

Containing 20 acres, more or less, being the same lease from Isaac Davis to F. F. Williams dated June 10, 1938, and of record in Deed Book 110, at Page 117, Floyd County Court Clerk's office.

TRACT NO. 5

Being on Camp Branch of Big Sandy River bounded as follows:

On North by lands of Pette Wilson
On East by lands of R. E. Slavely

On South by lands of Natan Justice
On West by lands of W. M. Amey

Being the same property conveyed to F. F. Williams by Nancy Elizabeth Honaker, et al., dated January 25, 1930, and of record in Deed Book 91, at Page 250, Floyd County Court Clerk's office.

TRACT NO. 6

That certain oil and gas lease from Sadie Stratton, et al., to F. F. Williams, dated April 19, 1958, and of record in Deed Book 168, at Page 451, Floyd County Court Clerk's office.

TRACT NO. 7

"Being on East Side of Big Sandy River near Betsy Layne:

"Beginning at the Big Sandy River corner to Kate Leslie's land, thence up hill with said Leslie line 600 feet (surface measure) to the top of the ridge at R. P. Stratton's line; thence along the top of the ridge with said Stratton's line to George Moles' line; thence down the hill with said Moles line 825 feet (surface measure) to the River; thence down the river with same 778 feet to the beginning, containing 13 acres, more or less."

Being same property conveyed to F. F. Williams by Louisa Stratton, et al., May 27, 1949, recorded in Deed Book 143, Page 38, Floyd County Court Clerk's office.

Also included in this conveyance is that certain lease obtained from Booker Jones of which title to same is warranted by the parties of the first part.

Included but not limited to the following:

Nine gas or oil wells located on the above and foregoing Tracts No. 1 through No. 7 and the Booker Jones tract,

all casing, tubing, packers, gates, valves, tanks, pumps, connections, equipment and appurtenances thereto on said leases and property described, owned and used in the operation of same for the production of oil or gas or that which was placed thereon or therein for such purposes, together with all lines and connections of gas or oil from the above named premises.

Being the same property conveyed to S. J. Bradley and Mabel Bradley, his wife, from F. F. Williams and Sally Williams by Agreement and conveyance dated November 11, 1961, and recorded in Deed Book 178, Page 345, Floyd County Court Clerk's office.

Further reference is made to the deed from Avery H. Harmon and Lula Mae Harmon to Mabel Bradley dated March 6, 1965, and recorded in Deed Book 187, Page 207, wherein Avery H. Harmon relinquished all his right, interest and title in the above described property to Mabel Bradley.

TRACT NO. 8

On the North by the lands of Jack Hall and the Big Sandy River; On the East by the lands of C & O Railroad; On the South by the lands of C & O Railroad and J. W. Stratton; On the West by the lands of Big Sandy River.

Being the same tract of land conveyed to S. J. Bradley and Mabel Bradley, his wife, by Kentucky Oil & Refining Co., Inc. and Don H. Baldwin dated May 9, 1975, and recorded in Deed Book 222, Page 155, Floyd County Court Clerk's office.

Tract Nos. 1 through 8 being a part of the same property conveyed to Johnny M. Bradley (same person as John M. Bradley) by Agreement dated March 12th, 1984, and recorded in Deed Book 282, Page 470, Floyd County Court Clerk's office.

It is further agreed that John M. Bradley, Mabel Bradley and Debbie Hunt shall have the right to free gas to one house or business location which may be assigned by them to one of their children but to no one else.

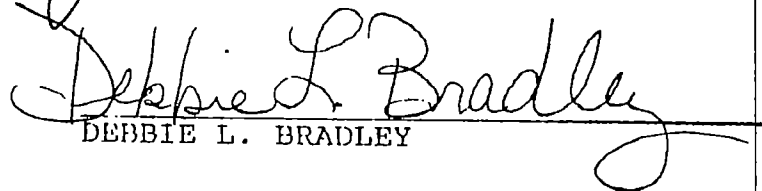
The parties hereto agree that the purchase price of

JMB
LBB
WBR

TO HAVE AND TO HOLD, the above-described property, together with all the appurtenances and privileges thereunto belonging, unto the said Party of the Second Part, his heirs and assigns forever, with a Covenant of GENERAL WARRANTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.


JOHN M. BRADLEY


DEBBIE L. BRADLEY

Bud Rife
BUD RIFE,

STATE OF KENTUCKY

COUNTY OF FLOYD

Subscribed, sworn and acknowledged to before me by JOHN M. BRADLEY and DEBBIE L. BRADLEY, this the 26th day of May, 1989.

Anna W. Allen
NOTARY PUBLIC, STATE AT LARGE

MY COMMISSION EXPIRES: 3-29-91

STATE OF KENTUCKY

COUNTY OF FLOYD

Subscribed, sworn and acknowledged to before me by ULICE BUD RIFE, JR., this the 26th day of May, 1989.

Anna W. Allen
NOTARY PUBLIC, STATE AT LARGE

MY COMMISSION EXPIRES: 3-29-91

THIS INSTRUMENT PREPARED BY:

John David Caudill

JOHN DAVID CAUDILL
STUMBO & CAUDILL
ATTORNEYS AT LAW
P.O. BOX 1004
MARTIN, KY 41649
(606) 285-9228

B & S GAS ROYALTIES PAID 2016 FOR 2015

Richard W. Davis 205 Ehman Drive Charleston, WV 25302	\$111.39
Gene D. Davis PO Box 40 Banner, KY 41603	\$111.39
Ray C. Davis 242 6 th Street Waynesville, OH 45068	\$111.39
Ernest W. Hickman 299 Lincolnshire Road Gahanna, OH 43230	\$167.08
David G. Hickman 4493 Amesbury Road Columbus, OH 43227	\$167.08
Warren Montoya 421 Cragmore Street Denver, CO 80221	\$167.08
Mary A. Kynard 103 Richard Street Deleville, AL 36322	\$167.08
Douglas Roberts 22 Sitting Bull Drive St. Albans, WV 25177	\$334.16

Joyce Flint 2090 Alters Gate Lyndhurst, OH 44124	\$167.08
Myrtle Lively 825 Old Linn Road China Grove, NC 28023	\$167.08
Faye Maynard 17184 Fairfield Ct Northville, MI 48168	\$297.50
Michele Agee 4207 Boone's Grove Way Louisville, KY 40299	\$ 13.19
Angela Radwan 10111 Vista Springs Way Louisville, KY 40291	\$ 13.19
Anna B. Stratton 119 Vine Street Pikeville, KY 41501	\$ 13.19
Lloyd K. Stratton 24 Cedar Heights Pikeville, KY 41501	\$ 13.19
Linda Ratliff 119 Vine Street Pikeville, KY 41501	\$ 13.19
Sharon K. Goble PO Box 107 Ivel, KY 41642	\$ 13.19

Kristi Hammond \$ 13.19
Box 769 Anderson Road
Georgetown, KY 40324

Loretta G. Hicks \$ 13.19
PO Box 123
Ivel, KY 41642

Betty J. Jefferson \$ 13.19
335 Koser Road
Lititz, PA 17543

John Keeton \$ 13.19
725 Bailey Lane
Winchester, KY 40391

Jonathan Martin \$ 13.19
1110 Tuscarawas Avenue
New Philadelphia, OH 44663

Renee Martin \$ 13.19
29875 Maple Wood
Garden City, MI 48135

Patricia S. Radwan \$ 13.19
6048 Sunnyslope Drive
Naples, FL 34119

Stacey Ratliff \$ 13.19
105 Stratton Street
Ivel, KY 41642

Lorraine Waun \$ 13.19
235 Idle Hour
Lexington, KY 40502

Annice L. Welch
PO Box 110
Ivel, KY 41642

\$13.19

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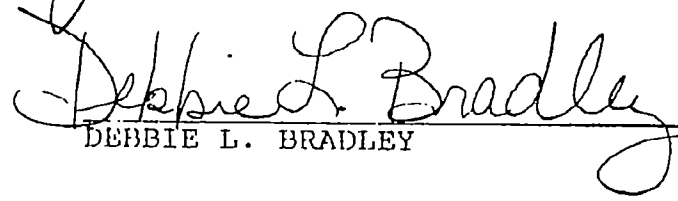
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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.


JOHN M. BRADLEY


DEBBIE L. BRADLEY

Bud Rife
BUD RIFE,

STATE OF KENTUCKY

COUNTY OF FLOYD

Subscribed, sworn and acknowledged to before me by JOHN M. BRADLEY and DEBBIE L. BRADLEY, this the 26th day of May, 1989.

Anna W. Allen
NOTARY PUBLIC, STATE AT LARGE

MY COMMISSION EXPIRES: 3-29-91

STATE OF KENTUCKY

COUNTY OF FLOYD

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Anna W. Allen
NOTARY PUBLIC, STATE AT LARGE

MY COMMISSION EXPIRES: 3-29-91

THIS INSTRUMENT PREPARED BY:

John David Caudill
JOHN DAVID CAUDILL
STUMBO & CAUDILL
ATTORNEYS AT LAW
P.O. BOX 1004
MARTIN, KY 41649
(606) 285-9228

2015 Royalties
Davis Lease

$1425 \text{ MCF} \times \$9.38 = \$13,366.50 \div 8 = \1670.81
 $\$1670.81 \div 5 \text{ ways} = \334.16

1 Part Douglas Roberts \$334.16

1 Part \$334.16
 split 2 ways
 Warren Montoya
 Mary Adele Kynard

\$167.08 \$167.08

1 part \$334.16
 split
 3 ways
 Ray C. Davis
 Richard W. Davis
 Gene D. Davis

\$111.39 \$111.39 \$111.39

1 part \$334.16
 split
 2 ways
 David G. Hickman
 Ernest Hickman

\$167.08 \$167.08

1 part \$334.16
 split
 2 ways
 Joyce Flint
 Myrtle Lively

\$167.08 \$167.08

Faye Maynard 2975 X .10 = \$297.50

J.K. Stratton

$180 \times 9.38 = \$1688.40 \div 8 = \$211.04 \div 16 = \$13.19$



B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8148

DATE 2/19/16

PAY TO THE ORDER OF Glenn D. Davis

One Hundred Eleven Dollars and 39/100 \$ 111.39

FOR 2015 Royalties

Sue Allen

Check 8148 Amount \$111.39 Date 2/19/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8143

DATE 2/19/16

PAY TO THE ORDER OF Douglas Roberts

Three Hundred Thirty Four Dollars and 16/100 \$ 334.16

FOR 2015 Royalties

Sue Allen

Check 8143 Amount \$334.16 Date 2/22/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8149

DATE 2/19/16

PAY TO THE ORDER OF David G. Hitegan

One Hundred Sixty Seven Dollars and 08/100 \$ 167.08

FOR 2015 Royalties

Sue Allen

Check 8149 Amount \$167.08 Date 2/22/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8144

DATE 2/19/16

PAY TO THE ORDER OF Thomas Montoya

One Hundred Sixty Seven Dollars and 08/100 \$ 167.08

FOR 2015 Royalties

Sue Allen

Check 8144 Amount \$167.08 Date 2/23/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8150

DATE 2/19/16

PAY TO THE ORDER OF Ernest W. Hickman

One Hundred Sixty Seven Dollars and 08/100 \$ 167.08

FOR 2015 Royalties

Sue Allen

Check 8150 Amount \$167.08 Date 2/23/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8145

DATE 2/19/16

PAY TO THE ORDER OF Mary A. Kennard

One Hundred Sixty Seven Dollars and 08/100 \$ 167.08

FOR 2015 Royalties

Sue Allen

Check 8145 Amount \$167.08 Date 3/10/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8151

DATE 2/19/16

PAY TO THE ORDER OF Chris Flint

One Hundred Sixty Seven Dollars and 08/100 \$ 167.08

FOR 2015 Royalties

Sue Allen

Check 8151 Amount \$167.08 Date 2/22/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8146

DATE 2/19/16

PAY TO THE ORDER OF Ray C. Davis

One Hundred Eleven Dollars and 39/100 \$ 111.39

FOR 2015 Royalties

Sue Allen

Check 8146 Amount \$111.39 Date 2/22/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8152

DATE 2/19/16

PAY TO THE ORDER OF Myrtle Lively

One Hundred Sixty Seven Dollars and 08/100 \$ 167.08

FOR 2015 Royalties

Sue Allen

Check 8152 Amount \$167.08 Date 2/25/2016

B AND S OIL AND GAS CO
PO BOX 186
HAROLD, KY 41023-0186
PH: 502-478-5284

8147

DATE 2/19/16

PAY TO THE ORDER OF Richard W. Davis

One Hundred Eleven Dollars and 39/100 \$ 111.39

FOR 2015 Royalties

Sue Allen

Check 8147 Amount \$111.39 Date 2/22/2016



B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8183

DATE 2/23/16

PAY TO THE ORDER OF Jane Weston

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8163 Amount \$13.19 Date 2/23/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8153

DATE 11/3/2016

PAY TO THE ORDER OF Michelle Agee

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8153 Amount \$13.19 Date 11/3/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8166

DATE 2/26/16

PAY TO THE ORDER OF Patty Radwin

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8166 Amount \$13.19 Date 2/26/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8154

DATE 3/7/2016

PAY TO THE ORDER OF Angela Radwin

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8154 Amount \$13.19 Date 3/7/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8168

DATE 2/23/16

PAY TO THE ORDER OF Lucretia Wilson

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8168 Amount \$13.19 Date 2/23/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8156

DATE 3/9/2016

PAY TO THE ORDER OF Lloyd Stratton

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8156 Amount \$13.19 Date 3/9/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8169

DATE 3/7/16

PAY TO THE ORDER OF Amie L. Welch

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8169 Amount \$13.19 Date 3/7/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8161

DATE 3/1/2016

PAY TO THE ORDER OF Lucretia Hicks

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8161 Amount \$13.19 Date 3/1/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8332

DATE 9/29/16

PAY TO THE ORDER OF Sharon K. Cobb

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8332 Amount \$13.19 Date 9/29/2016

B AND S OIL AND GAS CO
PO BOX 182
HAROLD, NY 11943-0182
PH 502-478-2284

8162

DATE 3/4/2016

PAY TO THE ORDER OF Betty Jefferson

Thirteen Dollars and 19/100 \$ 13.19

FOR 2015 Royalties

Sue Allen

Check 8162 Amount \$13.19 Date 3/4/2016

B AND S OIL AND GAS CO
 PO BOX 123
 HAROLD, KY 40324-0123
 TEL 502-478-1234

8333

DATE 9/26/16

PAY TO THE ORDER OF Kriste Hammond

\$ 13.19

for 2015 Regular Monthly Rent \$13.19

Sarah Allen

77-284721

Check 8333 Amount \$13.19 Date 9/29/2016

B AND S OIL AND GAS CO
 PO BOX 123
 HAROLD, KY 40324-0123
 TEL 502-478-1234

8340

DATE 10/7/16

PAY TO THE ORDER OF Linda Rothf

\$ 13.19

for 2015 Regular Monthly Rent \$13.19

Sarah Allen

77-284721

Check 8340 Amount \$13.19 Date 10/7/2016



Customer Transaction Summary

*Receives
150 MCF/year
Free GAS*

Customer Information

Account No: 20086-1
ANNICE WELCH
P.O. BOX 110
IVEL, KY 41642-

Location Information

Location No: 20086-1
19 STRATTON STREET
IVEL, KY 41642-

Date	Type	Read Date	Reading	Usage	Prior Balance	Transaction Amount	Balance
09/30/2015	F Charge	09/30/2015			0.00	23.55	23.55
10/16/2015	Payment				23.55	-23.55	0.00
10/31/2015	Charge	10/31/2015	3	3	0.00	34.91	34.91
11/20/2015	Payment				34.91	-38.40	-3.49
11/30/2015	Charge	11/30/2015	11	8	-3.49	91.70	88.21
12/31/2015	Charge	12/31/2015	20	9	88.21	103.06	191.27
01/04/2016	Payment				191.27	-97.03	94.24
01/05/2016	Adjustment				94.24	-94.24	0.00
01/31/2016	Charge	01/31/2016	41	21	0.00	234.77	234.77
02/01/2016	Adjustment				234.77	-234.77	0.00
02/29/2016	Charge	02/29/2016	56	15	0.00	169.13	169.13
02/29/2016	Adjustment				169.13	-169.13	0.00
03/31/2016	Charge	03/31/2016	62	6	0.00	68.99	68.99
03/31/2016	Adjustment				68.99	-68.99	0.00
04/30/2016	Charge	04/30/2016	66	4	0.00	46.27	46.27
05/03/2016	Adjustment				46.27	-46.27	0.00
05/31/2016	Charge	05/31/2016	68	2	0.00	23.55	23.55
06/17/2016	Adjustment				23.55	-23.55	0.00
06/30/2016	Charge	06/30/2016	69	1	0.00	23.55	23.55
06/30/2016	Adjustment				23.55	-23.55	0.00
07/31/2016	Charge	07/31/2016	69		0.00	23.55	23.55
08/01/2016	Adjustment				23.55	-23.55	0.00
08/31/2016	Charge	08/31/2016	70	1	0.00	23.55	23.55
08/31/2016	Adjustment				23.55	-23.55	0.00
09/30/2016	Charge	09/30/2016	71	1	0.00	23.55	23.55
10/05/2016	Adjustment				23.55	-23.55	0.00
10/31/2016	Charge	10/31/2016	72	1	0.00	23.55	23.55
11/01/2016	Adjustment				23.55	-23.55	0.00
11/30/2016	Charge	11/30/2016	81	9	0.00	103.06	103.06
12/01/2016	Adjustment		81	9	103.06	-103.06	0.00



More

Gmail

FW: B&H GAs 42T 42Y Inbox x

Inbox (1,260)

Starred

Important

Sent Mail

Drafts (12)

Circles

[Imap]/Drafts

Junk E-mail

Notes

Personal

Travel

More

B Bud

Murray, Greg <GMurray@eqt.com>

to me

Bud,

Here is the information you requested.

Thanks
Greg

From: Hogel, Brett
Sent: Thursday, December 08, 2016 9:43 AM
To: Murray, Greg <GMurray@eqt.com>
Subject: RE: B&H GAs 42T 42Y

Here you are Greg. 201501/201502 201601/201602 front/back scanned chart images

Thank you.
-Brett

From: Murray, Greg
Sent: Thursday, December 08, 2016 8:42 AM
To: Hogel, Brett <BHogel@eqt.com>
Subject: B&H GAs 42T 42Y

Brett,

Bud Rife, the owner of B&H Gas, that buys gas at meters 42T and 42Y is requesting
Let me know if you need any more information.

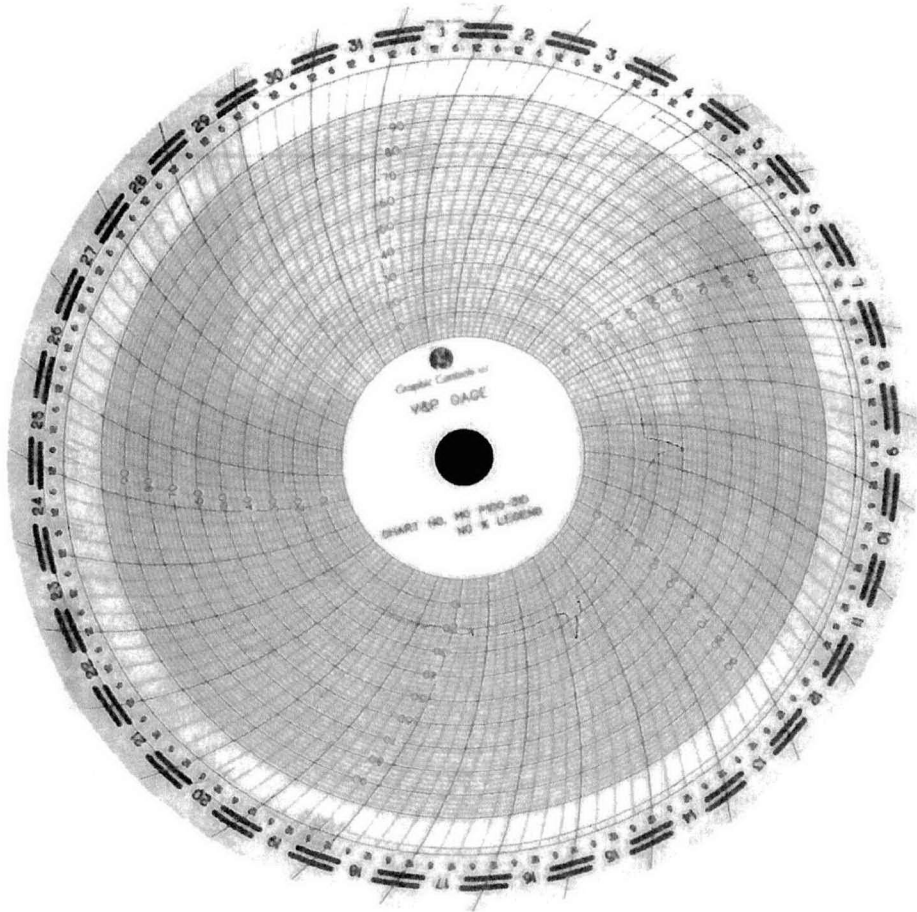
Thanks!

Greg Murray
EQT Production
Regional Manager
Southern Operations
Office 606-437-2269
Cell 606-331-2416
GMurray@eqt.com

No recent chats
Start a new one



42T 42Y 2015010..



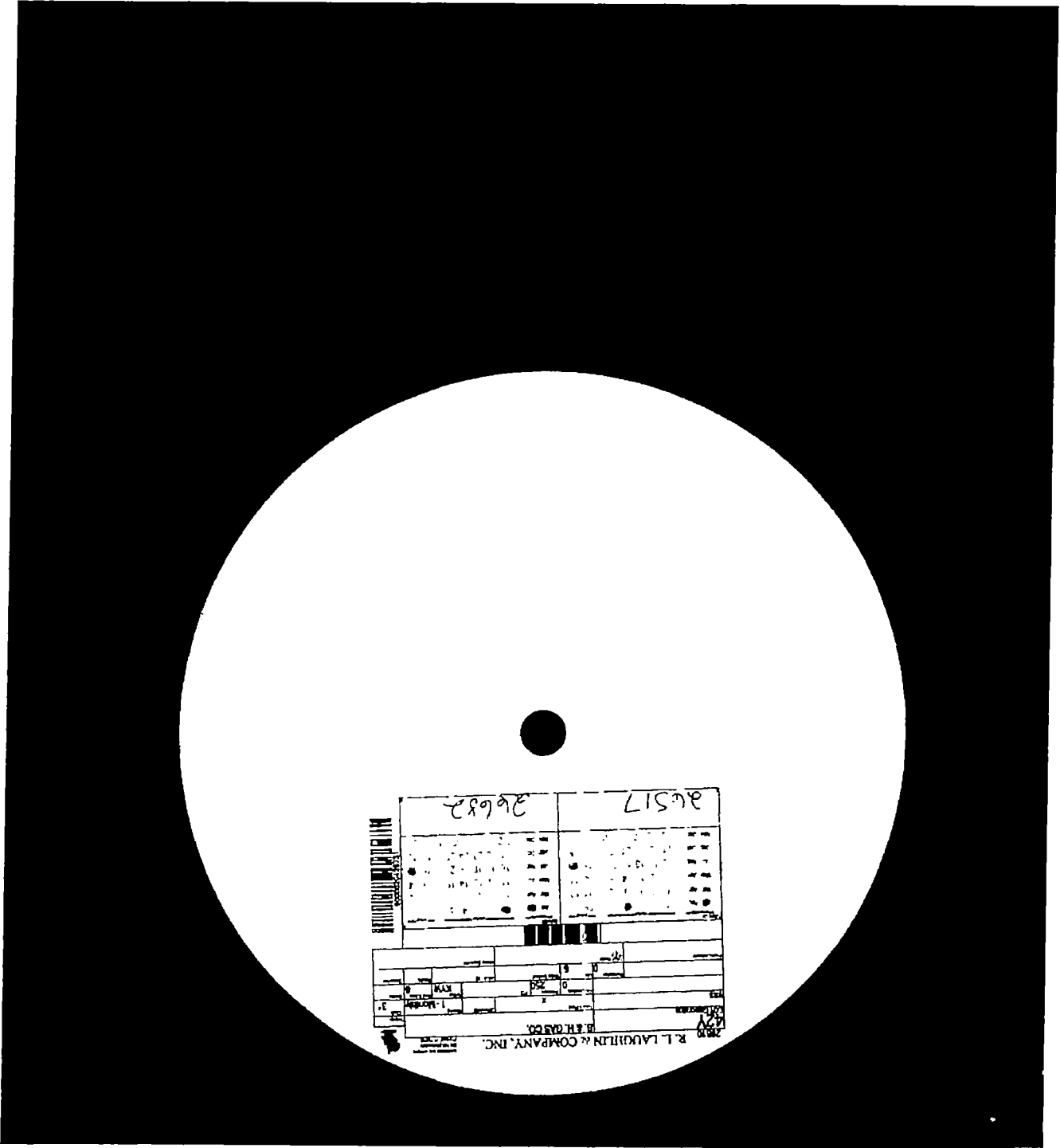
R. L. Laughlin & Company

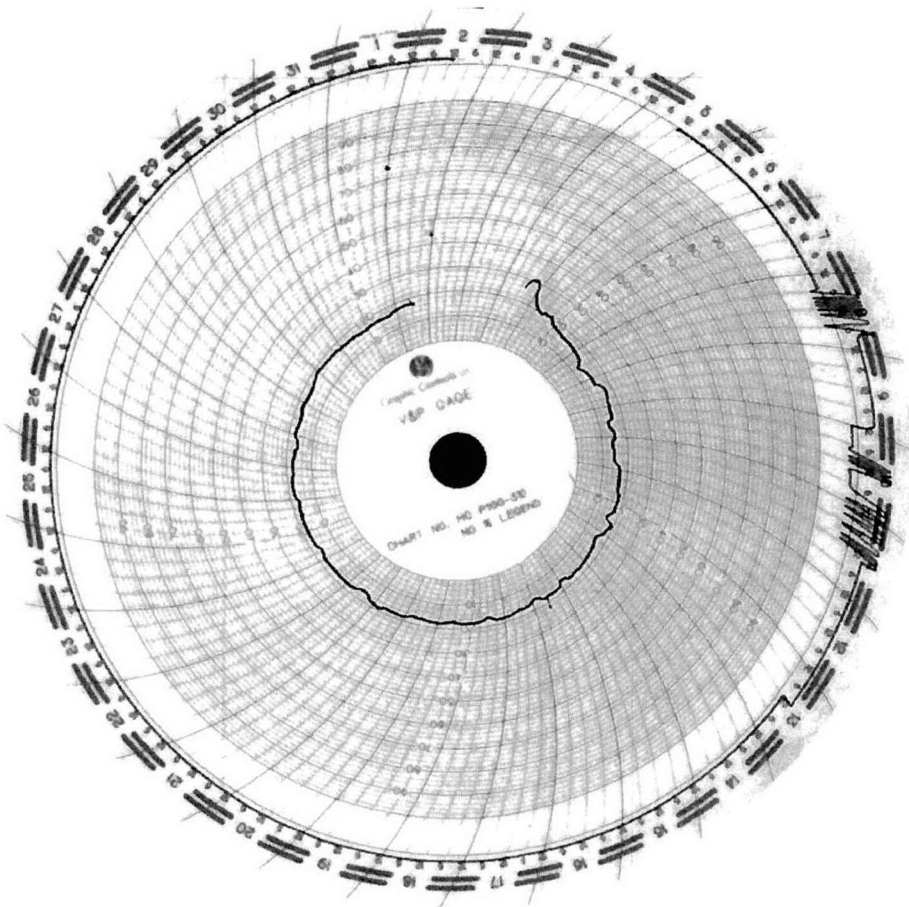
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Client: 29810

MO: 42V

Date: 01/14/16 07:01:16

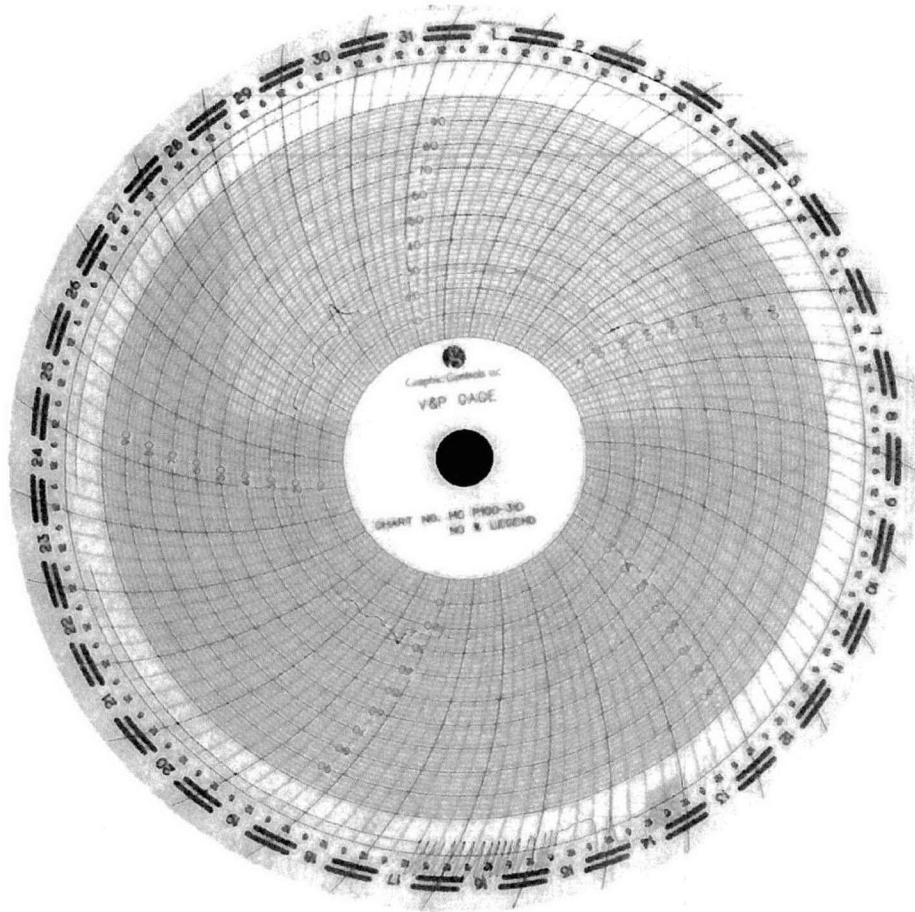




R. L. Laughlin & Company

Barcode 9000017259002
 Client: 29810
 QID: 42Y
 Dates: 01/05/11 - 02/12/15






R. L. Laughlin & Company

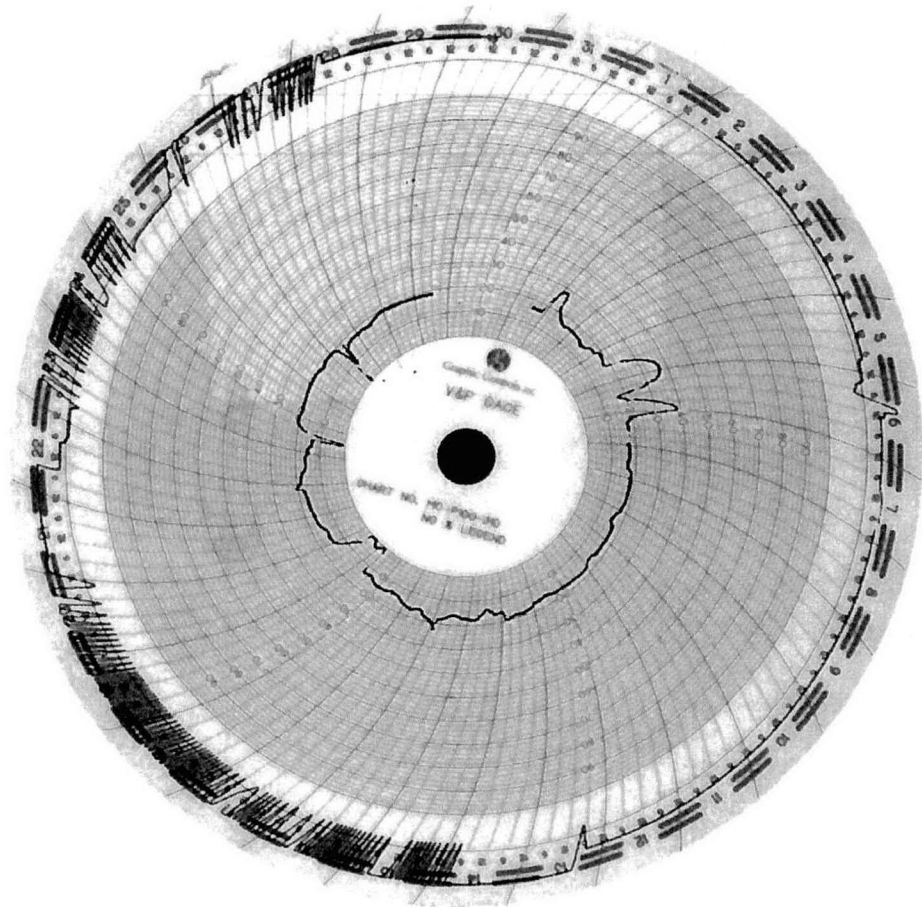
Barcode: 9000021177855
Client: 29810
CID: 42Y
Dates: 02/01/16 - 03/01/16

2810 R. L. LAUGHLIN & COMPANY, INC.
 B. H. GAS CO.

42Y

26683 29029			
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32	

90000271372869



R. L. Laughlin & Company

Barcode: 9000017509941

Client: 29810

Model: 42V

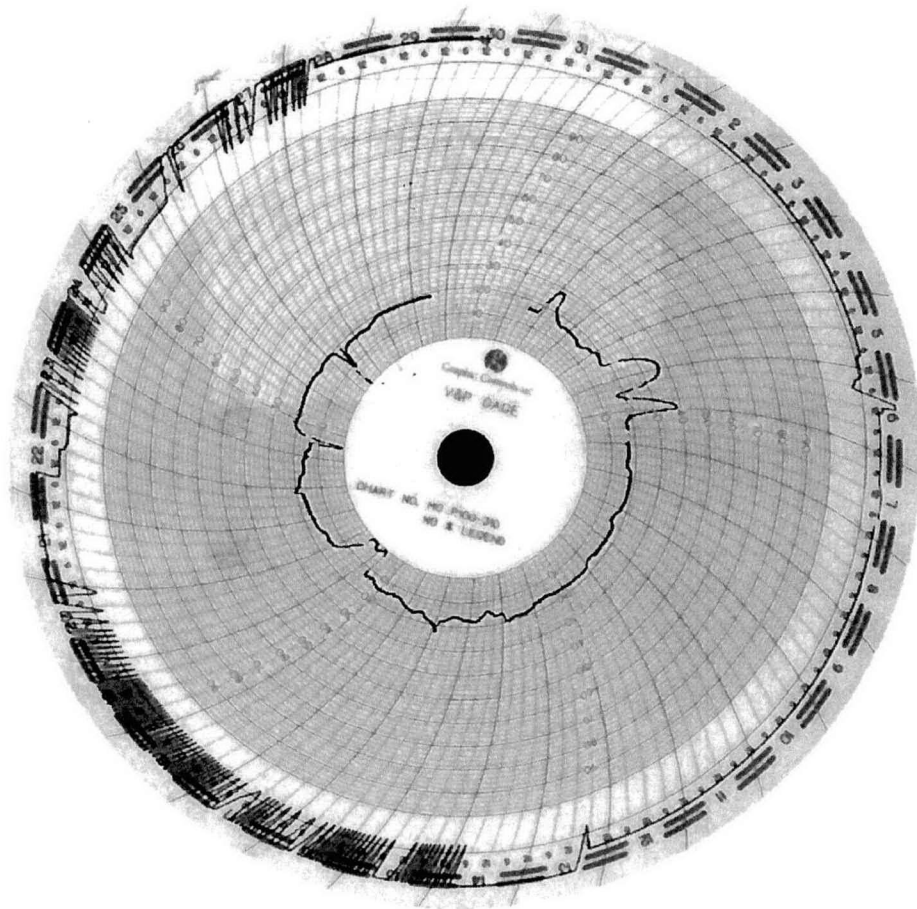
Dates: 02/02/19 - 03/02/19



23810 R. L. LAUGHLIN & COMPANY, INC.
 42T B. & H. GAS CO. INC.
 Yes
 0 100
 6
 KYW
 31

Jan	1	2	3	4	5	6	7	8	9	10	Jan	1	2	3	4	5	6	7	8	9	10		
Feb	11	12	13	14	15	16	17	18	19	20	Feb	11	12	13	14	15	16	17	18	19	20		
Mar	21	22	23	24	25	26	27	28	29	30	31	Mar	21	22	23	24	25	26	27	28	29	30	31

25578 25843



R. L. Laughlin & Company

Barcode 900001500941

Client 29810

WID 42+

Date: 02/02/15 12/15



29210 R. L. LAUGHLIN & COMPANY, INC. B. & H. GAS CO.

42Y

Gas Service: New Existing

Rate Plan: Standard Special Other

Frequency: Daily Weekly Monthly Quarterly

Start Date: 01/01/2010

End Date: 12/31/2010

Service Address: 6127

Month	1	2	3	4	5	6	7	8	9	10	11	12
Jan	1	2	3	4	5	6	7	8	9	10	11	12
Feb	6	7	8	9	10	11	12	13	14	15	16	17
Mar	11	12	13	14	15	16	17	18	19	20	21	22
Apr	16	17	18	19	20	21	22	23	24	25	26	27
May	21	22	23	24	25	26	27	28	29	30	31	
June	26	27	28	29	30	31						

23936 25185

29810 R. L. LAUGHLIN & COMPANY, INC.
 42Y B. & H. GAS CO.

YBS _____

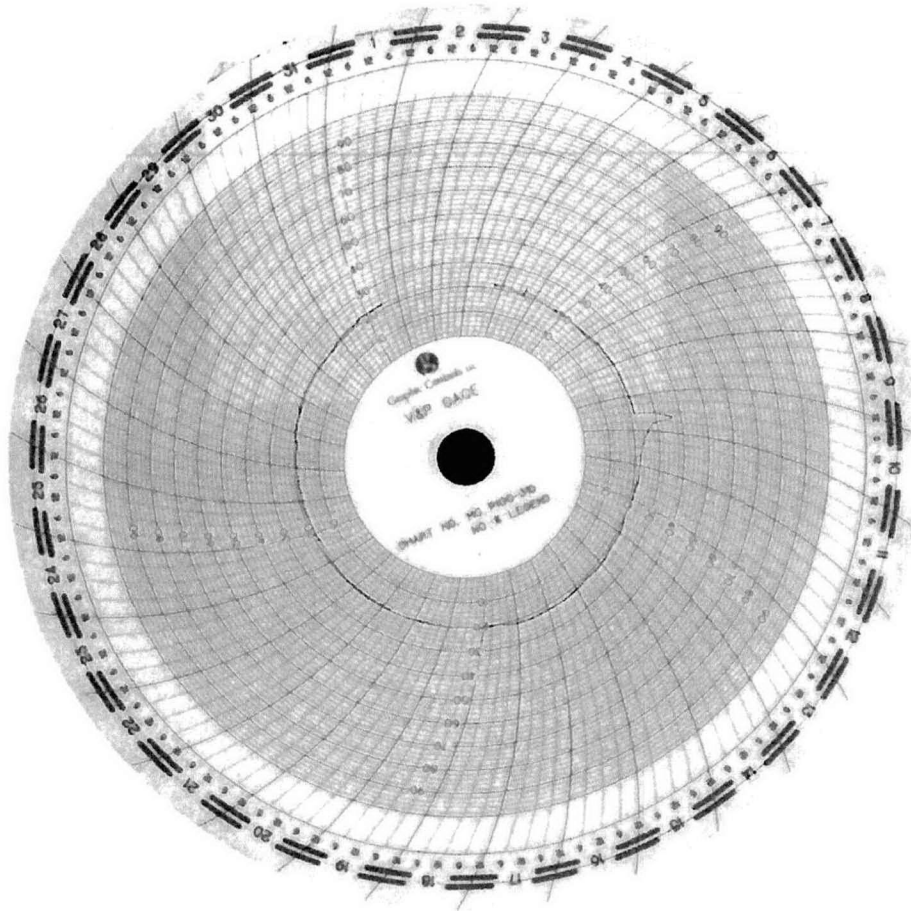
_____ 1 Month _____ 31

_____ KYW _____

_____ 6 _____

Jan	1	2	3	4	5	06	10	Jan	1	2	3	4	5	06	10
Feb	8	9	10	11	12			Feb	8	9	10	11	12		
Mar	13	14	15	16	17	18	19	Mar	13	14	15	16	17	18	19
Apr	20	21	22	23	24	25	26	Apr	20	21	22	23	24	25	26
May	27	28	29	30	31			May	27	28	29	30	31		

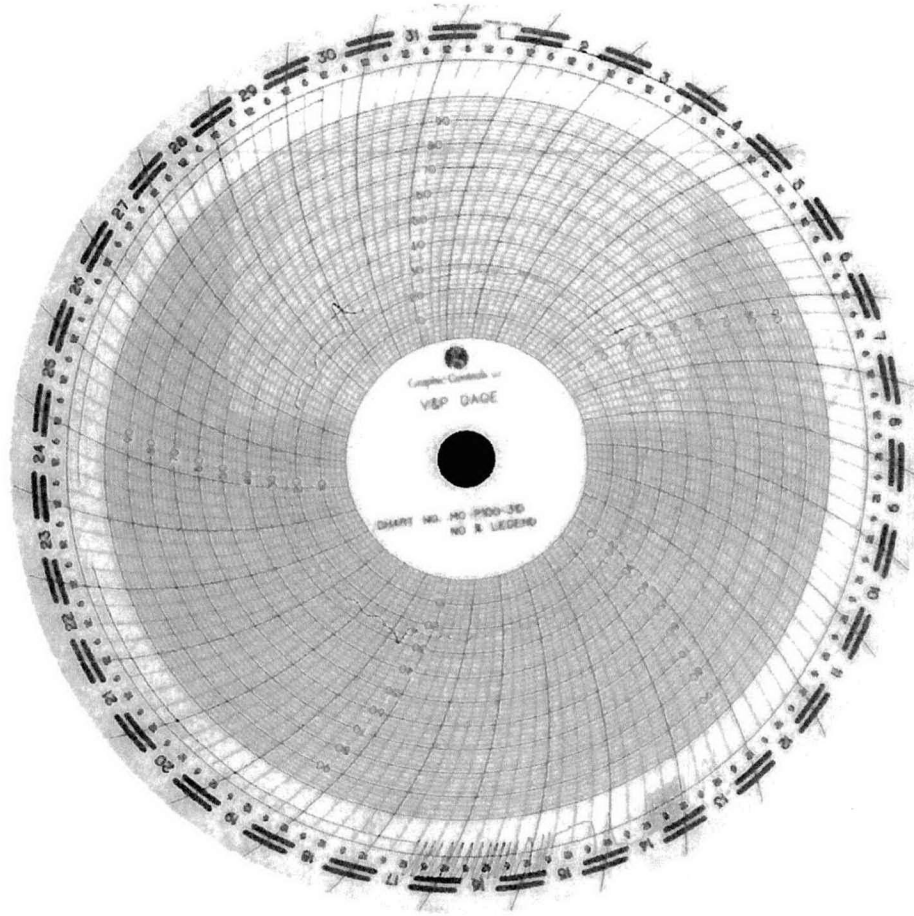
23936 25185



R. L. Laughlin & Company

Partcode: 200001 1425 7 00
Title: 20520
Mfg: 411
Date: 01/04/16 2:11:16





R. L. Laughlin & Company

Barcode 900602117288-

Client 29811

MOJ 424

Dates 02/01/10 04/01/10

26810 R. L. LAUGHLIN & COMPANY, INC. Responsible and correct for gas delivery

42Y B & H GAS CO. Customer No. 31

Edco Corporation Edco No. 0 Edco No. 250 Edco No. KYW Edco No. 0

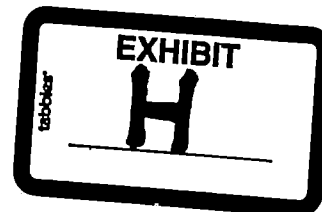
yes Edco No. 0 Edco No. 5 Edco No. 0 Edco No. 0

Jan	2	3	4	5	08/10	Jan	2	3	4	5	09/10	
Feb	6	7	8	9	10	11/12	Feb	6	7	8	9	10
Mar	11	12	13	14	15	16/17	Mar	11	12	13	14	15
Apr	16	17	18	19	20	21/22	Apr	16	17	18	19	20
May	21	22	23	24	25	26/27	May	21	22	23	24	25
Jun	26	27	28	29	30	31/01	Jun	26	27	28	29	30
Jul							Jul					
Aug							Aug					
Sep							Sep					
Oct							Oct					
Nov							Nov					
Dec							Dec					

26682

20029





B & H GAS CUSTOMER SALES 2015						
MONTH						USAGE
January						3225
February						3406
March						2033
April						743
May						360
June						268
July						227
August						206
September						232
October						591
November						1340
December						1486
	TOTAL					14,117

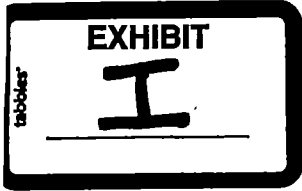
B & H GAS CUSTOMER SALES 2016

<u>MONTH</u>						<u>USAGE</u>
January						3400
February						2723
March						1376
April						913
May						406
June						247
July						224
August						221
September						235
October						443
November						1501
December						
	TOTAL					

Outskirts of Salyersville, Magoffin
FOR County, and Royalton Kentucky
(COMMUNITY OR COUNTY)

B.T.U. Gas Company, Inc.

P.S.C. KY. NO. _____



(NAME OF UTILITY)

Original SHEET NO. 7

CANCELING P.S.C. KY. NO. _____

SHEET NO. _____

RULES AND REGULATIONS

any defects or improper installations are discovered in the piping and equipment of either the Company or the Customer which are on the Customer's premises.

No flames or lights are to be taken near any escape of gas and the gas must be shut-off at the meter cock or valve until the hazard is eliminated and the gas service is not to be turned on again except by a Company employee.

The Company will not be responsible or assume any liability for any injury, loss or damage which may arise from the carelessness or negligence of the Customer or his agents or representatives.

Standard heating value: The standard heating value for the gas provided shall be 1100 b.t.u.

Standard Pressure: The standard-service pressure will be 30 - 70 lbs with 6 oz. pressure at the customer's meter outlet.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 23 2000

FURSUANT TO ORDER NO. 8011,
SECTION 10 (1)

[Signature]
SEP 23 2000

DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY Sam Williams ^{MONTH - DAY YEAR} President ^{MONTH DAY YEAR} Salyersville, Ky 41465
SIGNATURE OF OFFICER TITLE ADDRESS

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. _____ dated _____.

RULES & REGULATIONS

registered gas service may be made shall be limited only by the date on which the meter is determined to have become defective.

F. BILLING

The Company will exercise all reasonable means to assure accurate computation of all bills for natural gas service. If billing errors occur, Company shall refund to Customer the amount of any overcharge and shall have the right to collect from Customer the amount of any undercharge due to the billing error in accordance with Public Service Commission rules and regulations.

G. DEFINITION OF A CUBIC FOOT OF GAS

1) For purpose of testing natural gas, a standard cubic foot of gas shall be taken to be that amount of gas which occupies a volume of one cubic foot, dry, at a temperature of 60 degrees Fahrenheit and under an absolute pressure of 14.73 pounds per square inch.

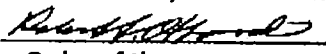
2) For the purpose of volumetric measurement of gas to a Customer, a cubic foot of gas shall be taken to be the amount of gas which occupies a volume of 1 cubic foot under the conditions existing in such Customer's meter as and where installed. When gas is metered at a pressure in excess of 4 ounces above average local atmospheric pressure, a suitable correction factor shall be applied to provide for measurement of gas as if delivered and metered at a pressure of 4 ounces above average local atmospheric pressure.


H. HEATING VALUE

The Company will endeavor to maintain a consistent average heating value of natural gas sold by the Company. Each individual system has different sources of supply which range in heating value from 1,000 to 1,200 BTU per standard cubic foot. If necessary to supplement the supply of natural gas, the Company may, at its sole discretion, supply a mixture of liquefied natural gas, liquefied petroleum gases and air to deliver a mixture compatible with the gas-using equipment in each system.

I. THERM BILLING

[Reserved]

DATE OF ISSUE June 21, 2013
DATE EFFECTIVE June 21, 2013
ISSUED BY Robert Oxford, Member-Manager

Issued by Authority of an Order of the
Public Service Commission of KY
In Case No. 2011-00443 dated June 21, 2013

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 6/21/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

18. QUALITY

Processing. The gas delivered shall be natural gas; provided, however, that:

- (a) Company may extract or permit the extraction of moisture, helium, natural gasoline, butane, propane or other hydrocarbons (except methane) from said natural gas, or may return thereto any substance extracted from it. Company, in order to conserve and utilize other available gases, may blend such gases with said natural gas; provided, however, that such blending shall not extend to a degree which, in Customer's judgment reasonably exercised, would materially affect the utilization of the gas delivered.
- (b) Company may subject or permit the subjection of said natural gas to compression, cooling, cleaning or other processes to such an extent as may be required in its transmission from the source thereof to the point or points of delivery.

Heat Content. The natural gas delivered shall contain an average total heating value for any twelve (12) months period of not less than one thousand (1,000) Btu per cubic foot. Such heating value shall be determined by tests at the beginning of deliveries, or from recording calorimeters located at such place or places as may be selected by Company. Such calorimeters shall be periodically checked, using a reference sample of gas of known heating value, or such other method as may be mutually agreed upon. Customer shall not be required to accept natural gas having a total heating value of less than nine hundred fifty (950) Btu per cubic foot, but acceptance by Customer shall not relieve Company of its obligation to supply natural gas having the said average total heating value of one thousand (1,000) Btu per cubic foot.

The unit of volume for the purpose of determining total heating value shall be one (1) cubic foot of gas saturated with water vapor at a temperature of sixty degree (60°) Fahrenheit and an absolute pressure equivalent to thirty (30) inches of mercury at thirty-two degrees (32°) Fahrenheit and under standard gravity (32.174 ft. per second per second).

Freedom From Objectional Matter. The gas delivered:

- (a) shall be commercially free from dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of Customer;
- (b) shall not contain more than a trace of hydrogen sulfide per one hundred (100) cubic feet of gas, as determined by methods prescribed in Standards for Gas Service, Circular of the National Bureau of Standards No. 405, Page 134 (1934 Edition), and shall be considered free from hydrogen sulfide if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE


DATE OF ISSUE: June 1, 1993

DATE EFFECTIVE September 1, 1993

Issued by:



Vice President, Regulatory Services
PURSUANT TO 807 KAR 5-1
SECTION 9 (1)

BY: 
PUBLIC SERVICE COMMISSION MANAGER

and (2) why Delta is acquiring gas from this particular supplier instead of the previous supplier.

d. Provide the gas purchase contract between Delta and Midwest Energy Services.

e. Confirm that off-system transportation of high-BTU locally produced gas on behalf of Delta's off-system transportation customers is not increasing the gas supply cost of sales customers.

e. Explain how Delta's residential meters measure gas usage (e.g., in Mcf, temperature-compensating, etc.).

f. Delta's tariff, Sheet 29, Section 27, Character of Service, states, "In accordance with 807 KAR 5:022, Section 16, the Company will normally supply natural gas having a heating value of approximately one thousand seventy (1,070) BTU per cubic foot and a specific gravity of approximately sixty-two hundredths (0.62). However, when necessary to supplement the supply of natural gas, the Company reserves the right, at its discretion, to supply an interchangeable mixture of vaporized liquefied petroleum gas and air or a combination of same with natural gas." State whether Delta believes it is in compliance with its tariff and with 807 KAR 5:022, Section 16, considering the 1.257 and 1.200 BTU gas shown on Schedule II of its GCR application.

g. Explain what, if any, notifications have been sent to Delta's distribution customers who are burning the higher BTU gas before it can be physically transported to the interstate pipeline, and whether Delta has received customer questions or complaints regarding appliance burn-out due to the supply of higher BTU content of the gas.

FOR Entire Service Area

P.S.C. KY. NO. 1

ORIGINAL SHEET NO. 9

NATURAL ENERGY UTILITY CORPORATION

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

Judgment of the Company. Whenever practical, in the judgment of the Company, the location will be as near the supply main as possible and outside of buildings. Suitable sites or location for the meter, meter stand, including meter riser, regulator, and connections shall be provided by the customer, and the title to this equipment shall remain in the company, with the right to install, operate, maintain and remove same, and no charge shall be made by the customer for use of the premises as occupied or used.

17) CHARACTER OF SERVICE:

The Company will normally supply natural gas having a heating value of one thousand (1000) BTU (+/- 5%) per cubic foot and a specific gravity of approximately six-tenths (.6). However, when necessary to supplement the supply of natural gas, the Company reserves the right, at its discretion, to supply an interchangeable mixture of vaporized liquefied petroleum gas and air or a combination of same with natural gas.

18) MEASUREMENT BASE:

The Company, utilizes the following measurement base in all service areas. The rates of the Company are based upon gas delivered to the customer on a basis of four ounces per square inch above an assumed atmospheric pressure of fourteen and four-tenths (14.4) pounds per square inch, or fourteen and sixty-five hundredths (14.65) pounds per square inch absolute pressure, at an assumed temperature of sixty (60) degrees Fahrenheit; provided, however, the Company reserved the right to correct as necessary the actual temperatures to a sixty (60) degree Fahrenheit basis in the cases of large volume customers.

All gas measured at pressures higher than standard pressure for low pressure distribution systems shall be corrected to a pressure base of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute.

DATE OF ISSUE 05/20/02 DATE EFFECTIVE 05/20/02 PUBLIC SERVICE COMMISSION OF KENTUCKY
MONTH DAY YEAR MONTH DAY YEAR

ISSUED BY H. JAY FREEMAN MGR. President MAY 20 2002
NAME OF OFFICER TITLE

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
BY Charles L. Brown EXECUTIVE DIRECTOR

SECTION II - SUPPLYING AND TAKING OF SERVICE

1. Character of Service.

The Company by its present franchise requirements has agreed to furnish natural gas of the kind and quality produced in the natural gas fields from which its supply is procured (subject, however, to the removal of oil and gasoline vapors); except as said natural gas may be supplemented with manufactured gas, provided, however, that the heat unit quality of the gas supplied by the Company will, at no time, be less than 800 British Thermal Units (B.T.U.) to the cubic foot, as furnished at the point of consumption.

At present the Company is distributing gas of approximately 1030 B.T.U. per cubic foot, at a pressure of 4 ounces, subject to tolerance allowed by the Kentucky Public Service Commission.

2. Supplying of Service.

Service is supplied only under and pursuant to these Service Regulations and any modifications or additions hereto lawfully made, and such applicable Rate Schedules and Riders as may from time to time be lawfully fixed. Service is supplied under a given Rate Schedule only at such points of delivery as are adjacent to facilities of Company adequate and suitable, for the service desired; otherwise, special agreements between Customer and Company may be required.

Notwithstanding the provisions of 807 KAR 5:006, Section 15, Winter Hardship Reconnection to the contrary, service will not be supplied to any premises if at the time of application for service the applicant is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Unpaid balances of previously rendered Final Bills may be transferred to any account for which the customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred and will be subject to the Company's collection and disconnection procedures. Final Bills may be transferred regardless of whether they are for combination gas and electric or gas only or electric only charges. The Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

Service will not be supplied or continued to any premises if at the time of application for service the applicant is merely acting as an agent of a present or former customer who is indebted to the Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where the applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to the Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

3. Information Relative to Service.

Information relative to the service that will be supplied at a given location should be obtained from Company. Company will not be responsible for mistakes of any kind resulting from information given orally or over the telephone. Such information must be confirmed in writing.

Issued by authority of an Order of the Kentucky Public Service Commission dated *Brent Kirtley* 2009 in Case No. 2009-00202.

Issued: September 29, 2010

Julie S. Janson
Issued by Julie Janson, President

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
TARIFF BRANCH	
Issued by authority of an Order of the Kentucky Public Service Commission dated <i>Brent Kirtley</i> 2009 in Case No. 2009-00202.	EFFECTIVE September 30, 2010
Issued: September 29, 2010	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SENTRA CORPORATION
OF
120 PROSPEROUS PLACE, SUITE 201
LEXINGTON, KENTUCKY 40509

Rates, Rules and Regulations for Supplying
Natural Gas

to

Fountain Run, Kentucky

and

Other areas served by the Company in Kentucky

Filed with the
PUBLIC SERVICE COMMISSION
OF
KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 01 1998

PURSUANT TO KY KAR 5011,
SECTION 9(1)
BY: William G. Barr III
SECRETARY OF THE COMMISSION

ISSUED: December 1, 1998

EFFECTIVE: December 1, 1998

ISSUED BY SENTRA CORPORATION

BY: William G. Barr III
William G. Barr III
Vice President

RULES AND REGULATIONS

Customer's judgment reasonably exercised, would materially affect the utilization of the gas delivered.

- b. Company may subject or permit the subjection of said natural gas to compression, cooling, cleaning or other processes to such an extent as may be required in its transmission from the source thereof to the point or points of delivery.

Heat Content. The natural gas delivered shall contain an average total heating value for any twelve (12) months period of not less than one thousand (1,000) Btu per cubic foot. Such heating value shall be determined by tests at the beginning of deliveries, or from recording calorimeters located at such place or places as may be selected by Company. Such calorimeters shall be periodically checked, using a reference sample of gas of known heating value, or such other method as may be mutually agreed upon. Customer shall not be required to accept natural gas having a total heating value of less than nine hundred fifty (950) Btu per cubic foot, but acceptance by Customer shall not relieve Company of its obligation to supply natural gas having the said average total heating value of one thousand (1,000) Btu per cubic foot.

The unit of volume for the purpose of determining total heating value shall be one (1) cubic foot of gas saturated with water vapor at a temperature of sixty degree (60°) Fahrenheit and an absolute pressure equivalent to thirty (30) inches of mercury at thirty-two degrees (32°) Fahrenheit and under standard gravity (32.174 ft. per second per second).

Freedom From Objectional Matter. The gas delivered:

- a. shall be commercially free from dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of Customer;

ISSUED: December 1, 1998

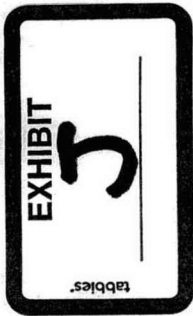
PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE: December 1, 1998

ISSUED BY: William G. Barr III
 William G. Barr III, Vice President

DEC 01 1998

Issued by authority of an ORDER of the Kentucky Public Service Commission in
 Case No. 97-427, dated November 17, 1998

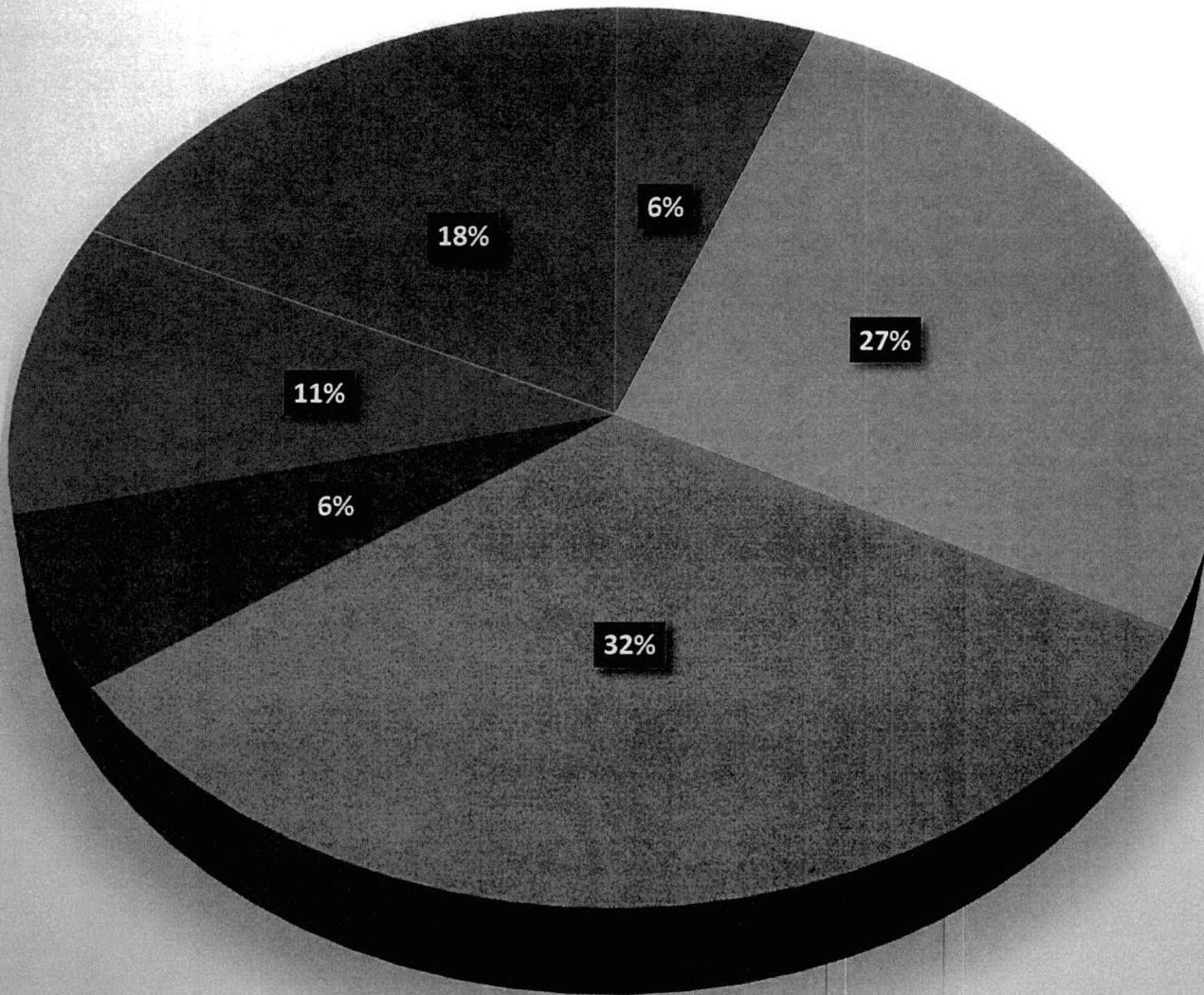
PURSUANT TO KRS 266.5011
 8/27/98
 BY: William G. Barr III
 SECRETARY OF THE COMMISSION



Expense Report Breakdown

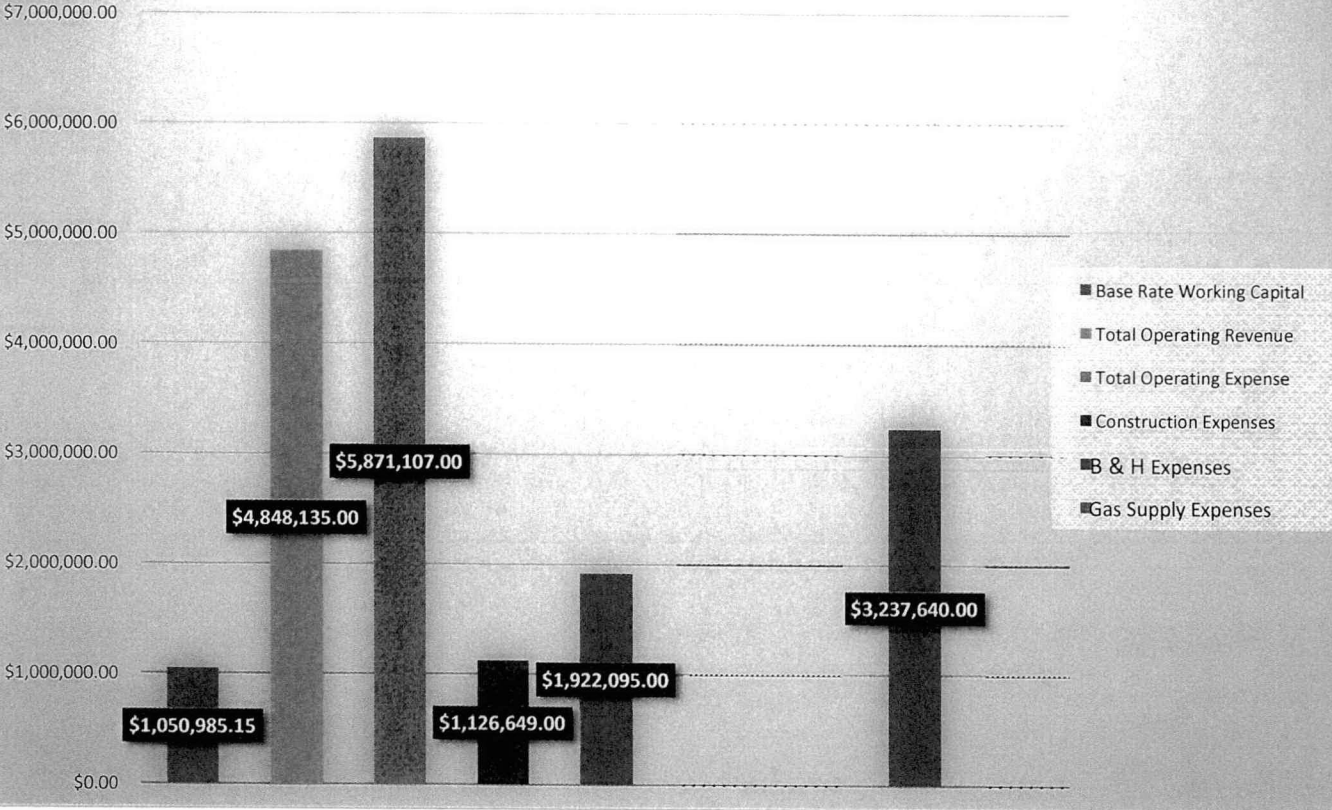
Year	Base Rate \$1.97 /MCF	B & H Operations			Construction Expenses			B & H Expenses			B & S Expenses			
		Total MCF Sold	Total Operating Revenue	Total Operating Expense	Distribution Revenue	Paid to BHC	Owed to BHC	Admin & Credit Expenses	Customer Accounts	Taxes	Gas Supply Expense	Transmission Expense	Paid to B & S	Still Owed to B & S
2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$28,413.31	14,423 MCF	\$187,224.00	\$394,294.00	\$210,073.00	\$23,840.00	(\$186,233.00)	\$51,035.00	\$4,568.00	\$7,288.00	\$128,618.00	N/A	\$41,402.00	(\$87,216.00)
2014	\$34,224.81	17,373 MCF	\$219,057.00	\$310,630.00	\$100,630.00	\$50,870.27	(\$49,759.73)	\$47,041.00	N/A	\$10,393.00	\$162,959.00	N/A	\$62,717.78	(\$100,241.22)
2013	\$34,019.93	17,269 MCF	\$221,078.00	\$285,384.00	\$75,882.00	\$21,500.00	(\$54,382.00)	\$46,110.00	N/A	\$12,764.00	\$163,392.00	N/A	\$88,098.78	(\$75,293.22)
2012	\$33,365.89	16,937 MCF	\$212,789.00	\$331,871.00	\$128,042.00	\$569.76	(\$127,472.24)	\$56,910.00	N/A	\$19,848.00	\$146,919.00	N/A	\$68,474.00	(\$78,445.00)
2011	\$20,491.94	10,402 MCF	\$239,229.00	\$230,552.00	\$74,400.00	\$31,500.00	(\$42,900.00)	\$52,916.00	N/A	\$13,480.00	\$103,236.00	N/A	\$98,498.00	(\$4,738.00)
2010	\$39,465.01	20,033 MCF	\$250,364.00	\$329,233.00	\$72,827.00	\$40,000.00	(\$32,827.00)	\$48,665.00	\$3,487.00	\$6,802.00	\$204,254.00	N/A	\$97,861.34	(\$106,392.66)
2009	\$48,113.31	24,423 MCF	\$276,435.00	\$378,914.00	\$105,135.00	\$89,500.00	(\$15,635.00)	\$44,816.00	\$979.00	\$3,891.00	\$227,984.00	N/A	\$51,691.05	(\$176,292.95)
2008	\$42,089.05	21,365 MCF	\$252,039.00	\$313,451.00	\$26,226.00	\$23,000.00	(\$3,226.00)	\$85,476.00	\$1,561.00	\$9,245.00	\$200,188.00	N/A	\$75,710.83	(\$124,477.17)
2007	\$48,783.11	24,763 MCF	\$251,940.00	\$318,450.00	\$27,923.00	\$2,752.36	(\$25,170.64)	\$71,809.00	\$20,611.00	\$10,908.00	\$198,107.00	N/A	\$169,163.00	(\$28,944.00)
2006	\$32,083.42	16,286 MCF	\$209,814.00	\$243,948.00	\$38,270.00	\$10,700.00	(\$27,570.00)	\$65,133.00	\$26,545.00	\$9,443.00	\$114,000.00	N/A	\$145,660.66	\$31,660.66
2005	\$50,166.05	25,465 MCF	\$196,584.00	\$205,589.00	\$15,136.00	\$6,500.00	(\$8,636.00)	\$61,466.00	\$17,226.00	\$7,748.00	\$111,761.00	N/A	\$97,252.00	(\$14,509.00)
2004	\$41,450.77	21,041 MCF	\$193,503.00	\$199,701.00	\$10,323.00	\$21,730.00	\$11,407.00	\$53,800.00	\$9,330.00	\$199,701.00	\$126,248.00	N/A	\$85,520.00	(\$40,728.00)
2003	\$43,310.45	21,985 MCF	\$188,782.00	\$221,966.00	\$30,881.00	\$13,500.00	(\$17,381.00)	\$49,548.00	\$9,627.00	\$8,440.00	\$131,910.00	N/A	\$104,244.00	(\$27,666.00)
2002	\$42,615.04	21,632 MCF	\$189,521.00	\$201,333.00	\$15,490.00	\$12,928.00	(\$2,562.00)	\$49,336.00	\$6,143.00	\$9,317.00	\$129,792.00	\$572.00	\$101,124.00	(\$28,668.00)
2001	\$44,677.63	22,679 MCF	\$252,580.00	\$210,646.00	\$19,974.00	\$14,500.00	(\$5,474.00)	\$36,896.00	\$16,562.00	\$9,356.00	\$136,548.00	\$666.00	\$137,598.00	\$1,050.00
2000	\$51,131.35	25,955 MCF	\$171,725.00	\$169,553.00	\$10,268.00	\$10,500.00	\$232.00	\$52,689.00	\$11,802.00	\$6,722.00	\$94,794.00	N/A	\$78,152.00	(\$16,642.00)
1999	\$46,054.66	23,378 MCF	\$150,191.00	\$150,600.00	\$9,382.00	\$5,200.00	(\$4,182.00)	\$43,607.00	\$12,281.00	\$6,371.00	\$85,330.00	N/A	\$51,972.50	(\$33,357.50)
1998	\$41,379.85	21,005 MCF	\$141,643.00	\$188,234.00	\$25,578.00	N/A	N/A	\$71,904.00	\$14,084.00	\$9,785.00	\$76,668.00	N/A	N/A	N/A
1997	\$52,910.26	26,858 MCF	\$166,233.00	\$182,834.00	\$26,071.00	N/A	N/A	\$46,496.00	\$16,039.00	\$13,095.00	\$94,228.00	N/A	N/A	N/A
1996	\$59,671.30	30,290 MCF	\$189,050.00	\$184,501.00	\$5,374.00	N/A	N/A	\$63,872.00	\$3,600.00	\$10,443.00	\$110,559.00	\$1,096.00	N/A	N/A
1995	\$55,451.56	28,148 MCF	\$174,665.00	\$193,801.00	\$16,359.00	N/A	N/A	\$70,247.00	\$3,600.00	\$8,294.00	\$102,741.00	\$854.00	N/A	N/A
1994	\$52,457.16	26,628 MCF	\$168,227.00	\$176,640.00	\$0.00	N/A	N/A	\$64,656.00	\$1,309.00	\$7,019.00	\$110,015.00	\$660.00	N/A	N/A
1993	\$54,805.40	27,820 MCF	\$173,216.00	\$195,706.00	\$43,066.00	N/A	N/A	\$26,433.00	\$19,724.00	\$9,550.00	\$105,489.00	\$994.00	N/A	N/A
1992	\$53,853.89	27,337 MCF	\$172,246.00	\$253,276.00	\$39,339.00	N/A	N/A	\$30,789.00	\$16,090.00	\$5,374.00	\$167,058.00	N/A	N/A	N/A
Totals	\$1,050,985.15	533,495 MCF	\$4,848,135.00	\$5,871,107.00	\$1,126,649.00	\$379,090.39	(\$591,771.61)		\$1,922,095.00		\$3,237,640.00		\$1,555,139.94	(\$910,900.06)
Difference in Base Rate vs Actual Revenues & Expenses without the Gas Supply Expense			(\$559,509.85)	(\$1,582,481.85)		(\$75,663.85)			(\$871,109.85)					

Base Rate vs Operating Costs



- Base Rate Working Capital
- Total Operating Revenue
- Total Operating Expense
- Construction Expenses
- B & H Expenses
-

Base Rate vs Operating Costs



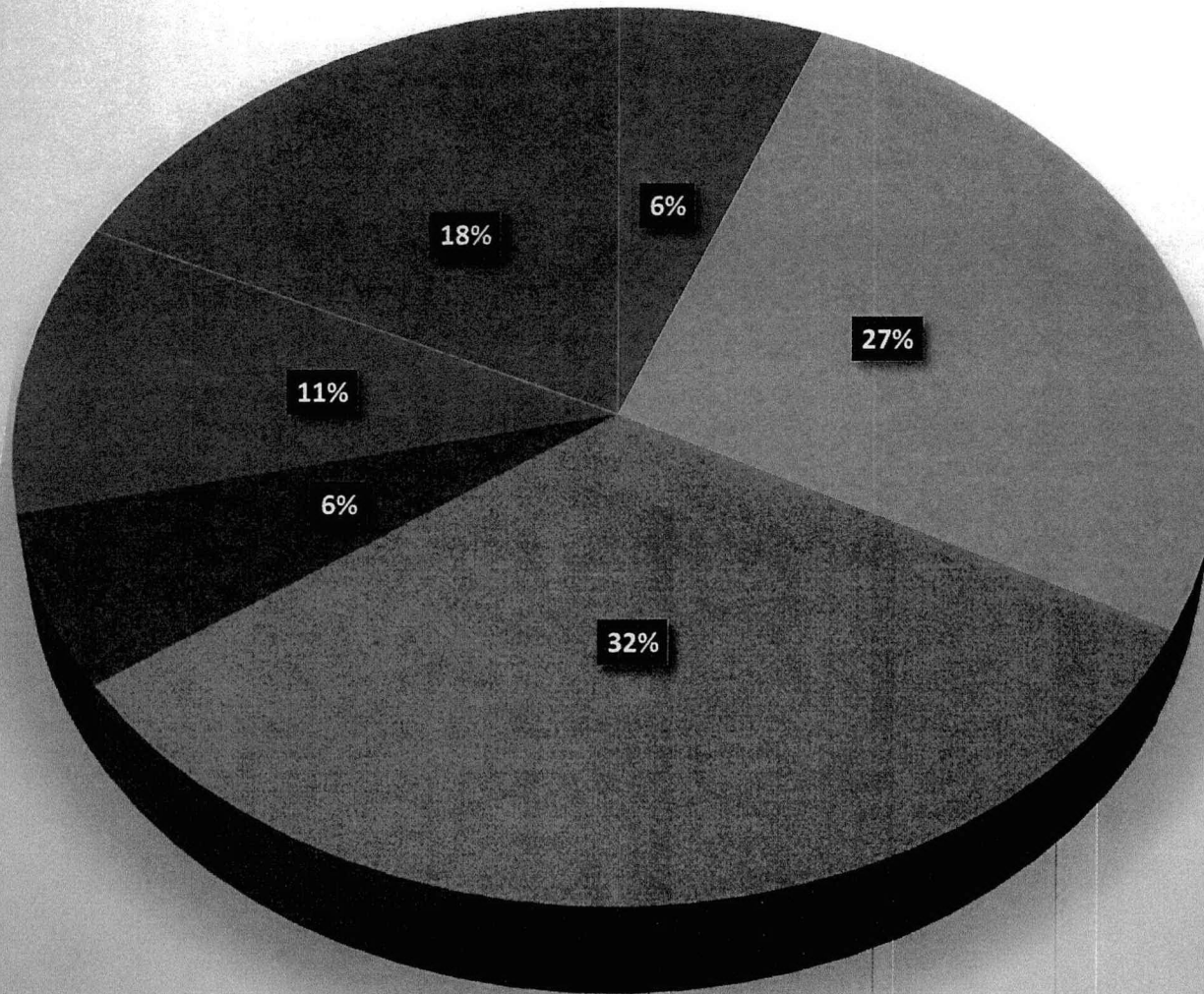
	Base Rate \$1.97 /MCF	B & H Operations		
Year	Base Rate Working Capital	Total MCF Sold	Total Operating Revenue	Total Operating Expense
2016	\$27,974.00	14,200 MCF		
2015	\$28,413.31	14,423 MCF	\$187,224.00	\$394,294.00
2014	\$34,224.81	17,373 MCF	\$219,057.00	\$310,630.00
2013	\$34,019.93	17,269 MCF	\$221,078.00	\$285,384.00
2012	\$33,365.89	16,937 MCF	\$212,789.00	\$331,871.00
2011	\$20,491.94	10,402 MCF	\$239,229.00	\$230,552.00
2010	\$39,465.01	20,033 MCF	\$250,364.00	\$329,233.00
2009	\$48,113.31	24,423 MCF	\$276,435.00	\$378,914.00
2008	\$42,089.05	21,365 MCF	\$252,039.00	\$313,451.00
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2006	\$32,083.42	16,286 MCF	\$209,814.00	\$243,948.00
2005	\$50,166.05	25,465 MCF	\$196,584.00	\$205,589.00
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2003	\$43,310.45	21,985 MCF	\$188,782.00	\$221,966.00
2002	\$42,615.04	21,632 MCF	\$189,521.00	\$201,333.00
2001	\$44,677.63	22,679 MCF	\$252,580.00	\$210,646.00
2000	\$51,131.35	25,955 MCF	\$171,725.00	\$169,553.00
1999	\$46,054.66	23,378 MCF	\$150,191.00	\$150,600.00
1998	\$41,379.85	21,005 MCF	\$141,643.00	\$188,234.00
1997	\$52,910.26	26,858 MCF	\$166,233.00	\$182,834.00
1996	\$59,671.30	30,290 MCF	\$189,050.00	\$184,501.00
1995	\$55,451.56	28,148 MCF	\$174,665.00	\$193,801.00
1994	\$52,457.16	26,628 MCF	\$168,227.00	\$176,640.00
1993	\$54,805.40	27,820 MCF	\$173,216.00	\$195,706.00
1992	\$53,853.89	27,337 MCF	\$172,246.00	\$253,276.00
Totals	\$1,078,959.15	547,695 MCF	\$4,848,135.00	\$5,871,107.00
Difference in Base Rate vs Actual Revenues & Expenses without the Gas Supply Expense			(\$531,535.85)	(\$1,554,507.85)

Expense Report Breakdown

Construction Expenses			B & H Expenses		
Distribution Expense	Payroll	Owed to BRC	Admin & General Expenses	Customer Accounts	Taxes
\$210,073.00	\$23,840.00	(\$186,233.00)	\$51,035.00	\$4,568.00	\$7,288.00
\$100,630.00	\$50,870.27	(\$49,759.73)	\$47,041.00	N/A	\$10,393.00
\$75,882.00	\$21,500.00	(\$54,382.00)	\$46,110.00	N/A	\$12,764.00
\$128,042.00	\$569.76	(\$127,472.24)	\$56,910.00	N/A	\$19,848.00
\$74,400.00	\$31,500.00	(\$42,900.00)	\$52,916.00	N/A	\$13,480.00
\$72,827.00	\$40,000.00	(\$32,827.00)	\$48,665.00	\$3,487.00	\$6,802.00
\$105,135.00	\$89,500.00	(\$15,635.00)	\$44,816.00	\$979.00	\$3,891.00
\$26,226.00	\$23,000.00	(\$3,226.00)	\$85,476.00	\$1,561.00	\$9,245.00
\$27,923.00	\$2,752.36	(\$25,170.64)	\$71,809.00	\$20,611.00	\$10,908.00
\$38,270.00	\$10,700.00	(\$27,570.00)	\$65,133.00	\$26,545.00	\$9,443.00
\$15,136.00	\$6,500.00	(\$8,636.00)	\$61,466.00	\$17,226.00	\$7,748.00
\$10,323.00	\$21,730.00	\$11,407.00	\$53,800.00	\$9,330.00	\$199,701.00
\$30,881.00	\$13,500.00	(\$17,381.00)	\$49,548.00	\$9,627.00	\$8,440.00
\$15,490.00	\$12,928.00	(\$2,562.00)	\$49,336.00	\$6,143.00	\$9,317.00
\$19,974.00	\$14,500.00	(\$5,474.00)	\$36,896.00	\$16,562.00	\$9,356.00
\$10,268.00	\$10,500.00	\$232.00	\$52,689.00	\$11,802.00	\$6,722.00
\$9,382.00	\$5,200.00	(\$4,182.00)	\$43,607.00	\$12,281.00	\$6,371.00
\$25,578.00	N/A	N/A	\$71,904.00	\$14,084.00	\$9,785.00
\$26,071.00	N/A	N/A	\$46,496.00	\$16,039.00	\$13,095.00
\$5,374.00	N/A	N/A	\$63,872.00	\$3,600.00	\$10,443.00
\$16,359.00	N/A	N/A	\$70,247.00	\$3,600.00	\$8,294.00
\$0.00	N/A	N/A	\$64,656.00	\$1,309.00	\$7,019.00
\$43,066.00	N/A	N/A	\$26,433.00	\$19,724.00	\$9,550.00
\$39,339.00	N/A	N/A	\$30,789.00	\$16,090.00	\$5,374.00
\$1,126,649.00	\$379,090.39	(\$591,771.61)		\$1,922,095.00	
	(\$47,689.85)			(\$843,135.85)	

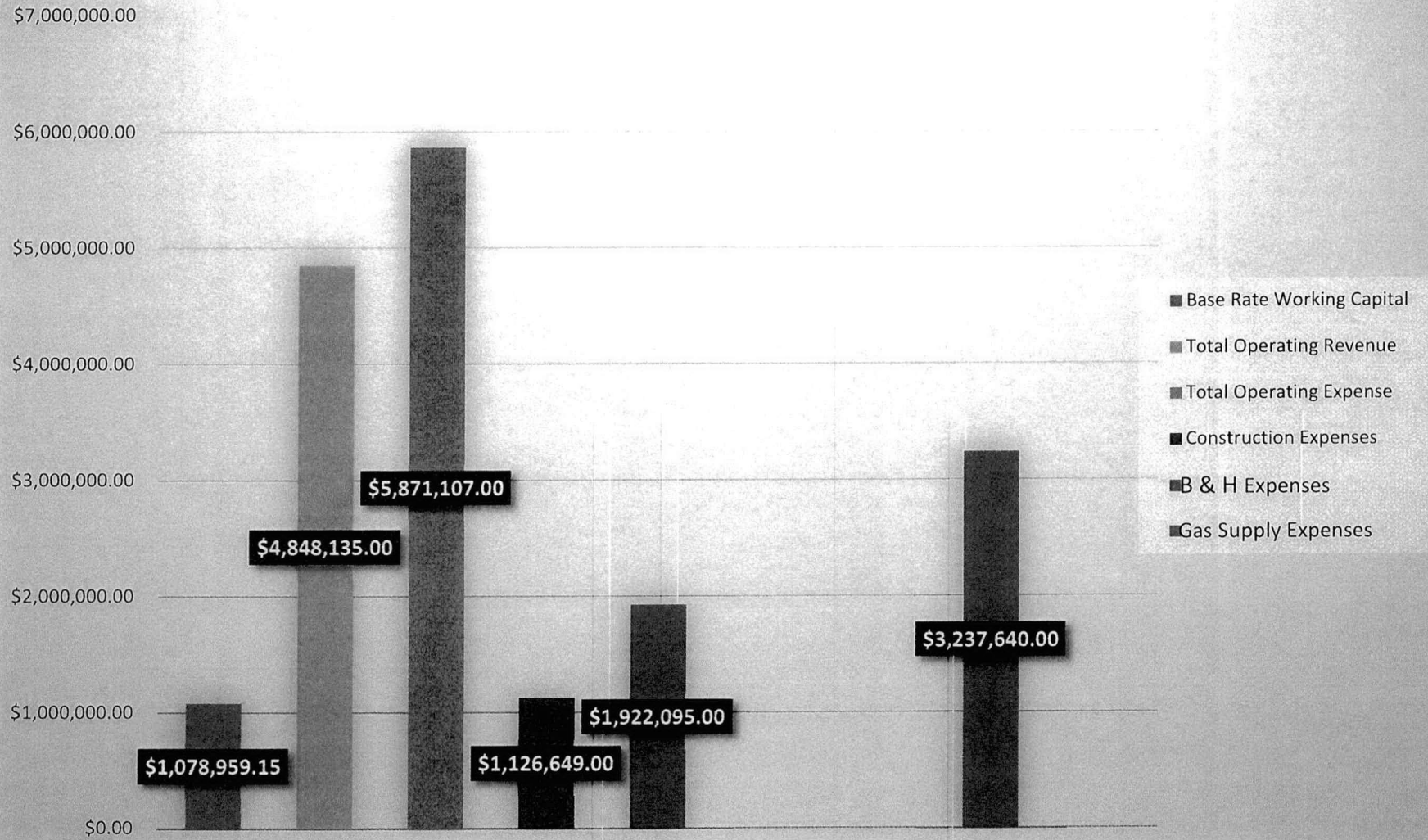
B & S Expenses			
Gas Supply Expense	Transmission Expense	Paid to B & S	Still Owed to B & S
		\$0.00	\$0.00
\$128,618.00	N/A	\$41,402.00	(\$87,216.00)
\$162,959.00	N/A	\$62,717.78	(\$100,241.22)
\$163,392.00	N/A	\$88,098.78	(\$75,293.22)
\$146,919.00	N/A	\$68,474.00	(\$78,445.00)
\$103,236.00	N/A	\$98,498.00	(\$4,738.00)
\$204,254.00	N/A	\$97,861.34	(\$106,392.66)
\$227,984.00	N/A	\$51,691.05	(\$176,292.95)
\$200,188.00	N/A	\$75,710.83	(\$124,477.17)
\$198,107.00	N/A	\$169,163.00	(\$28,944.00)
\$114,000.00	N/A	\$145,660.66	\$31,660.66
\$111,761.00	N/A	\$97,252.00	(\$14,509.00)
\$126,248.00	N/A	\$85,520.00	(\$40,728.00)
\$131,910.00	N/A	\$104,244.00	(\$27,666.00)
\$129,792.00	\$572.00	\$101,124.00	(\$28,668.00)
\$136,548.00	\$666.00	\$137,598.00	\$1,050.00
\$94,794.00	N/A	\$78,152.00	(\$16,642.00)
\$85,330.00	N/A	\$51,972.50	(\$33,357.50)
\$76,668.00	N/A	N/A	N/A
\$94,228.00	N/A	N/A	N/A
\$110,559.00	\$1,096.00	N/A	N/A
\$102,741.00	\$854.00	N/A	N/A
\$110,015.00	\$660.00	N/A	N/A
\$105,489.00	\$994.00	N/A	N/A
\$167,058.00	N/A	N/A	N/A
\$3,237,640.00		\$1,555,139.94	(\$910,900.06)

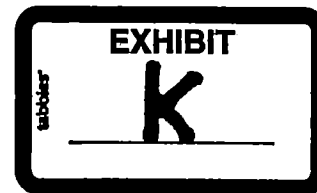
Base Rate vs Operating Costs



- Base Rate Working Capital
- Total Operating Revenue
- Total Operating Expense
- Construction Expenses
- B & H Expenses
-

Base Rate vs Operating Costs





MASTER SERVICES AGREEMENT

BETWEEN

EQT Production Company

AND

Bud Rife Construction Co., Inc.

EFFECTIVE October 30, 2013

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is made and entered into as of the 30 day of October 2013, by and between **EQT Production Company**, a Pennsylvania corporation, having a business address at EQT Plaza, 625 Liberty Avenue, Suite 1700, Pittsburgh, Pennsylvania 15222-3111 (EQT Production Company or "Company"), and **Bud Rife Construction Co., Inc.**, a Kentucky corporation, having a business address at P.O. Box 155, Harold, Kentucky 41635 ("Contractor"). The parties collectively shall be referred to as "Parties" and individually as "Party."

WHEREAS, for the regular conduct of its work and business, Company requires and Contractor is willing to provide, the Work described below.

In consideration of the mutual promises, undertakings and covenants contained herein and contained in any Purchase Order executed by the Parties, and intending to be legally bound hereby, the Parties hereto agree and covenant as follows:

ARTICLE 1 – DEFINITIONS

The following definitions apply in addition to the other definitions in this Agreement:

1.1 Purchase Order. The term "Purchase Order" means the order(s) of purchase issued by the Company to the Contractor and identifying the Project, project number, project location, scope of work, and any applicable specifications, drawings, company requirements, completion date, fixed price, guaranteed maximum price or unit prices and/or any other terms specific to a Project to be performed under the Contract Documents.

1.2 Work. The term "Work" means the services required of Contractor by the Purchase Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. It contemplates the complete performance of the Work as may be reasonably inferred from specifications, drawings, or other Company requirements referenced in the Purchase Order and other Contract Documents.

1.3 Project. The term "Project" is the location where the Work is performed under the Purchase Order and which may include other services by Company or by separate contractors.

1.4 Contract Documents. The term "Contract Documents" is defined in Section 2.1.

1.5 Company. The term "Company" means EQT Production Company and any Affiliate of EQT Corporation ("EQT") that issues one or more Purchase Orders for Work under this Agreement that are accepted pursuant to Section 2.1 hereof.

1.6 Affiliate. The term "Affiliate" includes any corporation, partnership, limited liability company, or other domestic or foreign entity wholly-owned or controlled by EQT Corporation.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Scope.

2.1.1 The Parties acknowledge that from time to time, Company may request that Contractor perform work and services on one or more of its projects. The Company and Contractor agree that, in the event, Company desires to engage Contractor to perform work and services in connection with one or more such projects and desires to accept Contractor's bid or price quotation for the scope of work, Company shall issue a Purchase Order containing a scope of work to be performed at any identified Project. Company and Contractor agree that, with respect to every Project awarded to Contractor, all Work performed by Contractor shall be in accordance with and governed by the Purchase Order Issued by the Company to Contractor to which this Agreement is incorporated, this Master Services Agreement, and all specifications, drawings, schedules, riders, exhibits, supplements, amendments, addenda, standards and other conditions referenced therein (collectively hereinafter defined and referred to as the "Contract Documents"). ANY SUCH PURCHASE ORDER(S) ISSUED BY THE COMPANY OR PURSUANT TO SECTION 2.1.2 SHALL BE DEEMED ACCEPTED BY CONTRACTOR ACCORDING TO ITS TERMS UPON THE DATE OF ISSUANCE (UNLESS CONTRACTOR NOTIFIES COMPANY TO THE CONTRARY IN WRITING WITHIN THREE (3) BUSINESS DAYS OF RECEIPT) OR, IF EARLIER, UPON CONTRACTOR'S ACKNOWLEDGEMENT, COMMITMENT OR BEGINNING OF PERFORMANCE.

2.1.2 Any Affiliate may issue one or more Purchase Orders for Work under this Agreement and upon acceptance of any such Purchase Orders in accordance with clause 2.1.1. hereof:

(A) Contractor shall be deemed to have entered into a separate and enforceable Master Services Agreement identical to this Agreement (excluding any Contract Documents specific to the Work for EQT Production Company but between such Affiliate and Contractor and such Master Services Agreement shall be incorporated into the Purchase Orders issued by Affiliate.

(B) Each Affiliate shall be liable to Contractor only for the obligations, and may exercise against Contractor only the rights set forth under each Purchase Order issued by such Affiliate and accepted by Contractor.

(C) Contractor shall be liable to such Affiliate only for the obligations, and may exercise against such Affiliate, only such rights set forth under Purchase Orders issued by such Affiliate and accepted by Contractor.

(D) The address for notices to any such Affiliate shall be set forth in the first Purchase Order issued by such Affiliate and if not so set forth shall be to the attention of the Procurement Director of such Affiliate at EQT Plaza, 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222-3111, with a copy to the General Counsel at the same address.

(E) Unless otherwise expressly stated therein or agreed to in writing by such Affiliate and Contractor, no amendment to this Master Services Agreement shall constitute an amendment to such Affiliate's Master Services Agreement and,

(F) Without limiting the generality of the foregoing, (i) Contractor hereby agrees that it may not, as to any Purchase Order issued by such Affiliate and accepted by Contractor, exercise any right or remedy against EQT Production Company or any of EQT's other affiliates as a result of any breach or violation of the Contract Documents of the Purchase Order-issuing Affiliate including, without limitation, bringing suit against EQT Production Company or any of EQT's other Affiliates and (ii) such Affiliate hereby agrees that it may not, as to any Purchase Order issued by any of its Affiliates and accepted by Contractor, exercise any right or remedy against Contractor.

2.2 Priority. Wherever possible, the Contract Documents are to be read as cumulative and complementary. However, to the extent that any provisions of any of the Contract Documents are or may be inconsistent, the Contract Documents shall be interpreted and applied in the following order of priority: (a) the provisions of this Agreement, including Schedule A, except to the extent specifically superseded by a provision in the Purchase Order or another Contract Document issued by the Company; (b) the Purchase Order issued by Company; (c) the schedules and other documents attached to and incorporated into the Purchase Order; (d) the schedules and other documents attached to and incorporated into this Agreement; and (e) the remaining Contract Documents under and made a part of this Agreement.

2.3 Term. This Master Services Agreement is effective as of the date first above written and, unless earlier terminated in accordance with Article 6, below, shall have a primary term of three (3) years and shall continue thereafter on a contract-year to contract-year basis. Purchase Orders may be issued at any time during the term of this Agreement and, subject to Article 6, remain in effect until the Work to be performed under the Purchase Order is completed. The term of this Agreement and such other applicable Contract Documents shall be extended for such periods beyond its expiration date as may be necessary to complete the Work under any then outstanding Purchase Order.

2.4 Authorized Representative. If the Company designates one or more persons to be its Authorized Representative(s) when on-site at a Project and/or for other off-site Project related matters, Contractor shall contact only such person(s) for instructions, orders and/or directions, except as may be may otherwise provided herein or in an emergency.

ARTICLE 3 – PAYMENT

3.1 Invoices/Payments. Contractor may invoice Company on a monthly basis, such invoice providing sufficient detail to support Contractor's request for payment for the services and materials supplied and indicating the applicable Purchase Order Number. Company reserves the right to review and approve, in whole or in part, any invoice for payment from Contractor. Unless otherwise specified by Company or expressly indicated on the Purchase Order, Company shall pay all approved amounts within thirty (30) days after Company receives Contractor's invoice, subject to any applicable retainage, conditions, or other adjustments. Company may elect to condition payment(s) on Final Completion of the Work by the completion date, if any, identified in the Purchase Order or other Contract Documents. Final Completion of the Work means the date Company agrees Contractor's Work is fully complete, satisfactory and acceptable in accordance with the Contract Documents, and the Contractor has completed all items on any punch lists issued by the Company, including all required Project warranties and other documentation.

3.2 Withholding Payments. Contractor agrees that payments may be withheld by Company by reason of:

- (A) Defective work not remedied.
- (B) Claims filed against Company by third parties relating to Contractor's Work.
- (C) Failure of Contractor to make payment to subcontractors and material suppliers.
- (D) Evidence that the Work cannot be completed for the unpaid balance of the Purchase Order price.
- (E) Damages or losses incurred by Company for which Contractor is required to indemnify Company.
- (F) Reasonable evidence that the Work will not be completed within the agreed time period and that the unpaid balance, if any, will not be adequate to cover the Company's damages for the anticipated delay.
- (G) Contractor's failure to carry out the Work in accordance with the Contract Documents to the satisfaction of Company.

3.3 Acceptance of Final Payment. Final payment shall constitute a waiver of all claims by the Contractor relating to the Contractor's Work, but shall in no way relieve the Contractor of liability for warranty obligations or for faulty or defective Work appearing after final payment.

3.4 Payment to Subcontractors and Suppliers. Contractor shall promptly pay all of its subcontractors, suppliers, materialmen, and other persons engaged in or about the performance of the Work. In the event Contractor fails to make prompt payment of any sums due to its subcontractors, suppliers, materialmen or other persons for work done or materials furnished, then in addition to all other rights granted to Company under the Contract Documents or by law, Company shall have the right, but not the duty, to retain out of any payment due or to become due to Contractor an amount sufficient to discharge all sums claimed or demanded by said subcontractors, suppliers, materialmen or other persons engaged by the Contractor. Contractor hereby specifically empowers and authorizes Company to pay to said subcontractors, suppliers, materialmen or other persons engaged by Contractor all sums claimed for materials sold or labor performed out of the monies due or to become due, but exercise of the rights and authority granted hereunder shall be at the sole discretion of Company.

3.5 Setoff. Company shall have the right to set off any amounts which may become payable to Company or its affiliates from Contractor under the Purchase Order and the other Contract Documents for a Project, or any other contract between all or some of these parties, against any amounts which Company may owe to Contractor under a Purchase Order or other Contract Documents for this Project or any other Projects.

ARTICLE 4 – CHANGES

4.1 Changes in the Work.

4.1.1 Changes in the Work may be accomplished without invalidating the Contract Documents by Change Order issued by the Company at any time. No changes are to be made, however, except upon a written Change Order issued from the Company to Contractor, and the Company shall not be held liable to Contractor for any extra labor, materials, or equipment furnished in the absence thereof, or for any extra work necessitated by any action or omission of Contractor or a third party.

4.1.2 A Change Order shall be binding and deemed accepted by Contractor according to its terms upon the date of issuance (unless Contractor notifies Company to the contrary in writing within three (3) business days of receipt) or, if earlier, upon Contractor's acknowledgement, commitment or beginning of performance.

4.1.3 Changes in the Work required by Change Orders shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise directed in the Change Order.

4.2 Change Orders.

4.2.1 A Change Order is a written directive or other instrument prepared and issued by the Company stating:

(A) A change in the scope of work;

(B) The amount of the adjustment to price, utilizing, as applicable, any unit rates set forth in the Purchase Order or other Contract Documents, or another method listed in Section 4.3; and/or

(C) The extent of the adjustment, if any, to the Project end date.

4.3 Adjustment Methods.

4.3.1 The price for a Change Order may be based on one of the following methods:

(A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

(B) Unit rates, if any, stated in the Purchase Order or otherwise agreed upon;

(C) To facilitate a determination, Company may require Contractor to submit within five (5) days of request a firm proposal for review for performance of a Change Order; and/or

(D) As provided in Section 4.3.2.

4.3.2 If the Contractor and Company disagree with the method for determining the price for the changed Work, the method and the adjustment shall be determined on the basis of reasonable expenditures and savings relating to the change, including a reasonable allowance for overhead and profit, as calculated by the Company from the components set forth below, unless otherwise provided in this Agreement. Contractor shall keep and present, in such form as the Company may prescribe, an itemized accounting, together with appropriate supporting data, for such purposes.

(A) Costs of labor, including social security and unemployment insurance, fringe benefits required by agreement or custom and workers' compensation insurance.

(B) Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

(C) Rental costs of machinery and equipment, exclusive of hand tools;

(D) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the changed Work; and

(E) Additional costs of supervision and field office personnel directly attributable to the changed Work.

(F) Ten (10%) percent overhead and five (5%) profit on all permitted costs.

4.3.3 Amounts not in dispute for such changes in the Work shall be invoiced by Contractor accompanied by a Change Order indicating the Parties' agreement with part or all of such costs. Costs that remain in dispute shall be subject to the dispute resolution procedures provided in Article 18.

ARTICLE 5 - SCHEDULE OF WORK

5.1 Time is of the Essence. With respect to performance on the part of Contractor, time is of the essence. Contractor shall perform its Work so that the entire Project may be completed in accordance with the Contract Documents, completion date and schedule of work, if any, identified in the Purchase Order. The Company shall have

the right to decide the time, order and priority in which the various portions of Work shall be performed and all other matters relative to the timely and orderly conduct of the Contractor's Work.

5.2 Delays, Force Majeure. Any delays for which the Contractor will be entitled to an extension of time for completion will only be delays caused by conditions over which the Contractor has no control or delays due to the Company. Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in Article 4. Contractor acknowledges that it shall not be entitled to receive or make any claims for compensation for delays, acceleration, inefficiency or other type of impact resulting from any delays encountered by Contractor. Contractor acknowledges that such delay claims shall be fully compensated by an extension of time to complete the Work regardless of when granted.

ARTICLE 6 - TERMINATION

6.1 Project Termination for Convenience. The Company shall have the right to terminate or suspend the Work or any part thereof under any Purchase Order and/or such other applicable Contract Documents, for its convenience and without cause, at any time, by providing forty-eight (48) hours prior written notice to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance of the Work except as may be authorized by the Company as being necessary to preserve or protect Work previously performed. In the event of termination or suspension under this Section, Contractor shall be entitled to a percentage of the Purchase Order price for the Project Work reflecting the percentage of Work actually completed in accordance with the Contract Documents prior to the effective date of such termination or suspension. Payment of the sums hereunder from Company to Contractor shall be subject to any conditions precedent or charges set forth in the Contract Documents. The rights and remedies set forth above are the sole and exclusive remedies of Contractor in the event of a termination or suspension without default and Company shall have no other liability to Contractor on account of or for any damages, including lost profits for work performed or not performed, arising out of such termination or suspension.

6.2 Project Termination for Default.

6.2.1 Contractor shall be deemed in default under and in breach of the Contract Documents whenever Contractor shall:

- (A) Suffer voluntary or involuntary bankruptcy.
- (B) Make a general assignment for the benefit of its creditors.
- (C) Become insolvent however evidenced or have a receiver appointed for it on account of insolvency.
- (D) Fail to supply sufficient labor and materials or to make adequate provision for the timely performance of the Work for the Project.
- (E) Fail to make prompt payment when due to its subcontractors and suppliers for material or labor.
- (F) Fail to comply with any requirement or provision of the Contract Documents.
- (G) Violate or allow a violation of any law or regulation applicable to the performance of its Work.
- (H) Violate Company's safety, environmental, controlled substances or other applicable rules and policies.
- (I) Fail to provide Company with adequate assurances as of the timeliness or quality of its performance within two (2) days after receipt of a written demand from Company for such assurances.
- (J) Permit any performance, security or insurance policy required to be maintained by the Contract Documents to be suspended or canceled without Contractor's providing immediate replacement coverage; or upon the insolvency of the issuing financial or insurance institution, to fail to provide an immediate replacement performance, security or insurance policy.

6.2.2 In the event of a default by Contractor under Paragraph 6.2.1 above, Company shall have the right:

- (A) To remedy the Contractor's deficiency and deduct the cost therefore from any payment then or thereafter due to the Contractor;
- (B) To terminate the Purchase Order and/or such other applicable Contract Documents for the Work or any part thereof and take possession of all materials, tools, equipment and appliances and complete the Work by whatever

method the Company deems expedient. Contractor hereby specifically authorizes Company to undertake and charge the cost thereof to Contractor of Company (1) completing the Work itself with labor and materials priced at the prevailing rates with proper allowances for profit and overhead; (2) agreeing with others, through one or more contracts, to finish the Work at such prices and on such terms and conditions as Company deems advisable in its sole discretion; or (3) to finish a portion of the Work itself and to contract with others to finish the remaining portion of the Work.

(C) To pursue any other remedy provided under the Contract Documents or available at law or equity and recover all expenses incurred by Company arising from Contractor's default, including without limitation, all reasonable attorneys' fees and expenses. Exercise by Company of any such remedy or right shall not be an election of remedies nor restrict Company's right to assert any other available right or remedy, nor operate to relieve Contractor of further liability and any and all damages, including consequential damages, sustained by reason of Contractor's default, unless and only to the extent expressly provided otherwise in the Contract Documents.

6.2.3 In the event Contractor is declared in default, Contractor grants Company a security interest in all of its tools, equipment and materials on the Project site for completion of the Project Work and as security for any damages the Company may incur as a result of Contractor's default. In the event of termination under Section 6.2, the Contractor shall promptly assign and transfer to the Company, as directed by Company, all subcontracts, orders and commitments which the Company may request be transferred or assigned, to mitigate the Company's damages, and Contractor shall execute and deliver all such documents and take all such action as the Company may require to fully vest in the Company the right of the Contractor in and to the same.

6.2.4 Contractor shall be liable to the Company for the Company's actual and reasonable costs in excess of the unpaid portion of the Purchase Order price, as may be amended by Change Order, incurred by the Company or any party acting on the Company's behalf in completing the Project Work. Contractor shall be liable to Company for all costs incurred as a result of accelerated or expedited methods in order to meet the original schedule completion dates, or otherwise mitigate any delay caused by such default and all legal fees and additional expenses incurred as a result of Contractor's default. Company shall be entitled to withhold further payments to the Contractor unless and until the Company determines that the Contractor is entitled to further payments. Upon completion of the Project Work by the Company or third parties, the total cost of the Work and/or cost impact of Contractor's default shall be determined; and the Company shall give Contractor notice of said amount. If such costs and damages exceed the unpaid balance of the Purchase Order price as amended, the Contractor shall pay the difference to the Company. If a court of competent jurisdiction or arbitrator shall determine that Company's termination for default was wrongful, or in breach of the Contract Documents, Contractor agrees that said termination shall convert to and be deemed a termination without default consistent with the terms of Section 6.1.

ARTICLE 7 – BONDS

7.1 Performance Bonds. Company shall have the right to require Contractor to furnish bonds covering the faithful performance of the Work and the payment of obligations arising thereunder in such sums as the Company may designate. If the requirement for said bonds was not part of the scope of the Purchase Order, the costs to secure said bonds shall be agreed upon by Change Order. Upon the request of Company or any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Work, Contractor shall promptly furnish a copy of the bond(s) or permit a copy to be made by any such potential beneficiary.

ARTICLE 8 – CONTRACTOR WARRANTY

8.1 Warranty of Work. Contractor warrants its Work against all deficiencies and defects in materials and/or workmanship and as required in the Contract Documents. Contractor shall guaranty or warrant its Work for a period of no less than one (1) year from the date of substantial completion of its Work. In addition, any manufacturer's warranties shall be assigned to the Company if permitted by manufacturer. If such assignment is not permitted by manufacturer, Contractor shall require any such manufacturers to comply with all warranty obligations granted to Contractor for the benefit of the Company.

ARTICLE 9 - CONTRACTOR REPRESENTATIONS

9.1 Contractor Skill and Judgment. Contractor agrees to furnish its best skill and judgment when discharging its obligations hereunder and to complete the Work in a good, workmanlike, safe, expeditious and economical manner, free from defects.

9.2 Local Conditions. Contractor accepts and is familiar or has familiarized itself with:

- (A) The conditions affecting construction at the Project site where the Work is to be performed.
- (B) The work to be performed by other contractors on the Project relating to the Work, either in nature or relevant in connection with the time for performance of the Work;
- (C) Contractor acknowledges all excavation is unclassified and includes excavation and removal of all materials encountered whatever in nature.
- (D) Contractor shall give Company immediate notice, confirmed in writing, before disturbing any unknown or unexpected subsurface or hidden archeological, historic, or other similar condition encountered by Contractor during the progress of the Work.

9.3 Review of Contract Documents. Contractor has reviewed the Contract Documents in detail and represents that there are no areas of ambiguity, confusion or conflict and Contractor is fully familiar with all terms, general and specific conditions and obligations of the Contract Documents. Contractor enters into the Purchase Order and Contract Documents based upon its own independent investigation of all such matters and not based on any discussions, statements or representations of the Company.

9.4 Licensing of Contractor. Contractor is properly licensed by the applicable public agencies to perform the Work as required by all applicable laws and regulations.

9.5 Materials to Be Furnished. All materials furnished and used in connection with the Work shall be new, of good quality and approved by the Company. Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project or the Work.

9.6 Quality of Work. Contractor will comply with the Contract Documents as they may be modified, will complete the Work in a good and workmanlike manner free from defects and will use the skill and judgment customarily utilized in the trade of Contractor in performing the Work. The Work will at all times meet the approval of the Company. Contractor will inspect all surfaces prior to commencing work. Contractor will not commence work until deficiencies and other surface/subsurface conditions that would adversely affect the integrity of Contractor's completed Work have been corrected. Contractor shall inform Company immediately should any surface/subsurface be unacceptable to commence or continue the Work. Contractor's start of the Work constitutes Contractor's acceptance of the existing surfaces and conditions.

9.7 Waiver of Lien Rights. To the extent permitted by applicable law, Contractor covenants, promises and agrees that no mechanic's or materialman's liens or claims of any kind shall be filed or maintained on the real property of the Project or any part thereof; provided, however, that the aforesaid waiver of Contractor's right to file a mechanic's lien shall be effective only to the extent that payment is actually received by Contractor for Work performed by Contractor. Additionally, Contractor shall submit to Company upon request with each pay application or invoice, including the final pay application or invoice, for itself and for each subcontractor, if any, conditional and unconditional waivers provided by Company for progress and final payments. In the event that any mechanics liens or claims are filed by anyone in relation to the Work of the Contractor, Contractor shall have same discharged within five (5) days after receipt of notice thereof from Company. Upon failure of Contractor to do so, Company may have said liens or claims discharged and the expense thereof, including any obligation assumed, deposit, bond, indemnity or otherwise, plus attorneys' fees shall be paid by Contractor and may be deducted by Company from any amounts due to Contractor.

9.8 Use of Company's Equipment. The following terms apply to any specifications, drawings, designs, schematics, technical information, data, commodities, equipment, vehicles, material, patterns, tools, dies, gauges, test equipment, custom goods or components or other property or premises that are supplied by Company to Contractor (hereinafter "Company-Furnished Property"). Contractor, its agents, employees, subcontractors or suppliers shall not use Company-Furnished Property, including Company's equipment, including any vehicles without the express written permission of the Company's designated representative. If Contractor or any of its agents, employees, suppliers or lower-tiered subcontractor utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Company, with or without permission, Contractor shall defend and indemnify Company as provided in Article 12 herein for any loss or damage, including personal injury or death, which may arise from such use. Contractor acknowledges that it is using any such Company equipment, "as is", and that there are no

express or implied representations or warranties from Company to Contractor relating to the condition or fitness for any use of Company's equipment. Contractor agrees to abide by the following:

(A) Title. Title to Company-Furnished Property shall remain with Company. Contractor shall segregate and clearly mark Company-Furnished Property to show Company's ownership and shall preserve Company's title thereto free and clear of all encumbrances. Contractor shall, if requested by Company, submit to Company an itemized inventory showing the description and location of each item of Company-Furnished Property. Company shall have the right to enter Contractor's premises to inspect Company-Furnished Property.

(B) Right of Removal. Should Contractor fail to perform the duties imposed upon it by this Section or should Company at any time have reason to believe that its title to or right to the possession of any Company-Furnished Property is threatened, Company shall have the right to enter upon Contractor's premises and remove such property, including all copies thereof.

(C) Return or Disposal. Upon completion or termination of this Agreement or, for Company-Furnished Property related to a specific Purchase Order, Contractor shall segregate all Company-Furnished Property and shall return it to Company or otherwise dispose of it as Company may direct.

(D) Abandonment. Company reserves the right to abandon Company-Furnished Property at no additional cost to Company upon issuance of written notification to Contractor of such intent.

(E) Maintenance. Contractor shall, at its expense, perform all maintenance, repairs and replacements necessary with respect to Company-Furnished Property so that the same may remain suitable for the use contemplated hereby and may be returned to Company in as good condition as when received, except for reasonable wear and tear or consumption of materials necessarily resulting from their use.

(F) Notice of Defects. Contractor shall give Company prompt written notice of any Company-Furnished Property which upon delivery is found to be defective. The correction or replacement of such defective property shall be accomplished at Company's written direction.

(G) Risk of Loss. Upon delivery to Contractor, the risk of loss or damage to Company-Furnished Property shall be upon Contractor. Risk of loss or damage shall transfer to Company when such property is returned to Company.

9.9 Provision for Inspection, Audit. Contractor shall notify Company when portions of the Contractor's Work are ready for inspection. Contractor shall, at all times, furnish the Company and its representatives adequate facilities for inspecting materials at the site or any place where materials under the Contract Documents may be in the course of preparation, process, manufacture, or treatment. Contractor shall furnish to Company in such detail and as often as required, full reports regarding all aspects of the Contractor's Work irrespective of the location of such Work, including but not limited to, a list of all equipment being used or used (including description of equipment and serial numbers for equipment used or being used by Contractor and subcontractors) and payroll details (list of each employee participating in the performance, including employees of any subcontractors, along with copies of time cards, time sheets or other similar records for each employee of Contractor and its subcontractors). Contractor shall provide such other access to its facilities and books and records, and those of its subcontractors and suppliers, as Company may request for inspection and/or audit purposes to obtain the information reasonably necessary to verify Contractor's required performance under the Contract Documents. Contractor shall reimburse Company for any and all expenses and damages arising from such inspection and/or audit, if Company reasonably determines that it paid for Work that was not performed, was performed incorrectly, was partially performed or other similar irregularities or fraudulent acts or omissions related to the Work or if Contractor breached its obligations hereunder. Contractor shall also defend, indemnify and hold Company harmless from any and all third party Claims and Expenses (defined below) that may arise from the foregoing.

9.10 Cleanup. In addition to its own cleaning obligations, Contractor shall follow Company's cleanup directions and, at all times, keep the Project free from debris and unsafe conditions resulting from Contractor's Work and keep all buildings or premises broom clean. If Contractor fails to immediately commence cleanup duties within twenty-four (24) hours after receipt from Company of written notice of non-compliance, Company may implement such safety or cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due Contractor.

9.11 Protection of the Work. The Contractor shall take necessary precautions to properly protect the Contractor's Work, the work of others and Company-supplied materials from damage caused by Contractor's

operations. Contractor assumes all risk and responsibility for theft or damage to materials, including pipe and related materials supplied by Company and delivered to the Project site. Should the Contractor cause or be responsible for damage to the work or property of Company or others, Contractor shall promptly remedy such damage or theft to the satisfaction of Company or Company may so remedy and deduct the cost thereof from any amounts due or to become due Contractor.

9.12 Non-Contracted Services. Contractor agrees, except as otherwise provided in the Contract Documents, that no claim for non-contracted construction services rendered or materials furnished shall be valid or made. For such permitted claims, the Contractor shall provide Company notice:

(A) Prior to furnishing of the services or materials, except in an emergency affecting the safety of persons or property;

(B) In writing of such claim within three (3) days of furnishing such services or materials; and if Contractor fails to comply strictly with the requirements to timely notify Company in writing of any claims for non-contracted services, Contractor agrees that it waives all rights in respect thereto and shall not be entitled to make or file any such claim.

9.13 Property Owner Claims. Restoration of property owned by third parties must be performed as soon as practical and in strict conformance with the Contract Documents. Contractor shall notify Company, in writing, immediately upon receiving notice of any claims for damages by third party property owners.

9.14 Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Company's request or to requirements in the Contract Documents, Contractor shall, if required in writing by Company, uncover said Work for the Company's examination and be replaced at the Contractor's expense without changing the contract time. If a portion of the Work has been covered for which the Company has not specifically requested to examine prior to being covered, Company may request to inspect such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacement shall, by appropriate Change Order, be at the Company's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Company or separate contractor, in which event, the Company shall be responsible for payment of such costs.

9.15 Substitutions. Contractor shall make no substitutions in Contractor's Work unless permitted in the Contract Documents and only then upon first receiving all approvals required thereunder for substitutions.

9.16 Contractor Personnel. Contractor shall make available a sufficient number of trained and qualified personnel to complete the Work, and shall increase its work force as required and/or directed by the Company for the purpose of complying with the Schedule of Work. Costs associated with such increase in work force shall be borne by the Contractor. All personnel used by Contractor in the performance of the Work shall be skilled and qualified by training and experience to perform their assigned tasks. At the request of the Company, personnel deemed by the Company to be unqualified or otherwise objectionable due to performance or other reasons, such as non-compliance with Applicable Laws, Safety Rules, or other requirements of the Contract Documents, shall be excluded from the Project.

ARTICLE 10 – LIMITATION OF ACTION

10.1 Limitation of Action. Any action resulting from any breach of contract on the part of Company as to the performance of a Purchase Order or this Agreement shall be deemed settled and forgiven in full unless commenced within one (1) year after the cause of action has accrued.

ARTICLE 11 - INSURANCE

11.1 Insurance Requirements. Contractor shall comply with the insurance requirements contained in Schedule A hereto, incorporated herein by reference.

ARTICLE 12 – INDEMNITY

12.1 Contractor Indemnity Obligations. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Company, its parent, subsidiaries, affiliates, co-owners, co-lessees and their partners, directors, officers, employees, agents, successors and assigns ("Indemnitees") from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses, including attorneys' fees and other costs of defense (hereinafter "Claims and Expenses") arising out of or resulting from Contractor's Work or other performance under this Agreement and/or attributable to: (a) the negligent or willful

act or omission of Contractor, its subcontractors, suppliers, employees, agents or invitees, or anyone acting under Contractor's direction or control in connection with the performance of the Work or for whose acts Contractor may be liable; (b) breach by Contractor of any representation or warranty of Contractor; (c) Contractor's failure to comply with any provision of this Agreement or the Contract Documents; (d) if Contractor transports or hauls Company property (including loading and unloading), any resulting damage or loss; or (e) Contractor's failure to comply with Applicable Laws, Safety Rules or Permits (defined below), including without limitation any corrective measures which may be required.

12.2 Intellectual Property Indemnity. Contractor's indemnity obligations under section 12.1 shall apply to and include any infringement or claim of infringement by the Work or any part thereof of any patent, copyright, trade secret or other third-party intellectual property right. Contractor agrees to pay all royalties and license fees which may be due upon the inclusion of any patented or otherwise infringing materials in the Contractor's Work. At its sole option, Company may be represented by and actively participate through its own counsel in any such infringement suit or proceeding, and the costs of such representation shall be paid by Contractor. Without in any way limiting Company's rights and Contractor's obligations, in the event that the Work or any part of the Work is held to constitute infringement or its use is enjoined, Contractor shall, at Company's option and Contractor's sole expense, in a timely manner: (a) procure for Company a license or other right to continue using the affected Work; (b) replace the affected Work with a substantially equivalent non-infringing property; or (c) modify the Work or part of the Work so it becomes non-infringing but is substantially, functionally equivalent.

12.3 Exception for Willful Misconduct. The defense and indemnification obligations accepted by Contractor under this Article shall apply regardless whether any such Claims and Expenses are caused or claimed to have been caused in part by an Indemnitee. To the fullest extent permitted by law, it is the intent of the Parties that Contractor's defense and indemnification obligations shall indemnify the Indemnitees against their concurrent negligence, if any. However, Contractor shall have no obligation to indemnify any Indemnitee against its sole negligence or willful misconduct.

12.4 Counsel for Indemnitees. Contractor's defense of the Indemnitees under this Article 12 shall be undertaken with counsel acceptable to the Indemnitee or Indemnitees represented; provided that Company may hire its own counsel in defense of Claims and Expenses at the sole cost of Contractor to the extent a conflict of interest exists, as reasonably determined by Company, and Company will not settle or pay a final award of Claims and Expenses that directly affects Contractor without obtaining Contractor's prior approval.

12.5 Waiver and Additional Defendant Joinder. Contractor's obligations under this Article 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Contractor pursuant to any applicable workers' compensation, disability or other employee benefit law, program or policy ("Employee Benefit Laws") and Contractor's indemnity obligations above shall include all Claims and Expenses arising from injuries or death of Contractor's or its subcontractors' employees or anyone acting on their behalf in providing the Work. Contractor hereby expressly waives the immunity provisions in the Employee Benefit Laws that prohibit its contribution or indemnity obligations as required in this Article 12 or precludes its joinder as an additional defendant in any action by Contractor's or its subcontractors' employees or anyone acting on their behalf in providing the Work.

ARTICLE 13 - LABOR RELATIONS

13.1 Labor Harmony. Contractor shall employ only such labor at a Project as can work in harmony with other trades and personnel on the Project and shall not cause dissension among any other workers or cause any work stoppages. If a work stoppage occurs on the job, whether by workers employed by Contractor, its subcontractors or by others because of matters relating to Contractor's Work, Company shall have the right to terminate this Agreement in accordance with the procedures set forth in Article 6. In any event, and in addition to any remedies set forth herein, Contractor shall be responsible to Company for all losses, damages and expenses incurred by Company as a result of any such work stoppage.

ARTICLE 14 - COMPLIANCE WITH LAWS

14.1 Applicable Laws. Contractor shall comply, and shall cause all of its subcontractors and agents to comply, with all statutes, rules, regulations, ordinances, requirements, judgments, decrees, and orders of each governmental authority, agency or court having jurisdiction over the Work, Contractor or the site where the Work will be performed (collectively, and including all licensing, permitting, or similar requirements thereunder, the "Applicable Laws"), including, but not limited to, the Fair Labor Standards Act of 1938 (29 U.S.C. §§ 201-219), the Contract Work Hours

and Safety Standards Act (40 U.S.C. §§ 327-332), all laws restraining the use of convict labor, the Americans with Disabilities Act, and Worker's Compensation Laws.

14.2 Environmental Compliance. Without limiting the generality of Section 14.1, Contractor shall not cause or permit a violation of, or perform Work in a manner that will subject the site to any remedial obligation under any Applicable Law. Contractor shall take all steps necessary to determine that no Hazardous Materials as defined below – including hazardous wastes or Hazardous Materials in solid wastes – are disposed of or otherwise released by Contractor, its employees, subcontractors or agents at the site, except as may be specifically permitted by Applicable Laws and the Contract Documents. Contractor shall not cause or permit the disposal or other release of any Hazardous Material on or to the site. Contractor shall keep or cause the site to be kept free of Hazardous Material and shall remove the same (or if removal is not permitted by Applicable Laws, shall take all actions required by Applicable Laws) promptly upon discovery at Contractor's sole expense. Hazardous Materials shall include, but not be limited to:

- (A) polychlorinated biphenyls ("PCB");
- (B) asbestos or asbestos containing materials ("ACM");
- (C) hazardous, carcinogenic, toxic or contaminated materials, chemicals, pollutants or waste material identified, defined or prohibited under any local, state or federal environmental law;
- (D) materials, substances, chemicals or wastes as from time to time listed or defined by OSHA or the United States Environmental Protection Agency ("EPA") as hazardous, toxic, carcinogenic or contaminated;
- (E) health hazard or hazardous chemical or material as defined by OSHA in 20 C.F.R. 1910.1000 or 1910.1200 or as otherwise classified by Applicable Laws;
- (F) material, substance, chemical or waste subject to any right to know or hazardous communication requirements promulgated or issued by applicable governmental authority; and
- (G) explosives.

14.3 Safety Compliance. The safety of the general public, including Contractor's employees and Company's employees, shall at all times be paramount and protected by Contractor in the performance of the Work. During performance of the Work, Contractor shall be responsible for the prevention of accidents and injury in the vicinity of or connected with Contractor's Work. Without limiting the generality of Section 14.1, Contractor shall comply with the Federal Occupational Safety and Health Act of 1970, as amended ("OSHA"). Contractor shall comply with all safety standards established by the Company and any applicable site-specific safety plans, including without limitation any Company published contractor safety program, provided to Contractor (collectively "Safety Rules") and which Safety Rules are incorporated herein by reference. Prior to commencement of Contractor's Work, Contractor shall provide to Company its current accident safety rating (Notice of Violations/Citations and Three-Year Incident Rate History). Upon request, Contractor shall also provide a copy of its safety policy, material safety data sheets and all other requested safety related documents. Company reserves the right to order Contractor to stop Work on any part of the Work which Company deems unsafe until corrective measures satisfactory to the Company have been completed. Company may direct the immediate removal from the site of any employee, subcontractor or agent of Contractor it deems is working in an unsafe manner or is not complying with OSHA, any other Applicable Laws, or the Safety Rules or does not possess the necessary training to perform the Work in a legally safe manner. Contractor shall not bring on to the site equipment that is not properly guarded, in good working condition, or in compliance with OSHA, any other Applicable Laws or the Safety Rules. Contractor shall immediately remove from the site equipment not in compliance with the same or as directed by Company.

14.4 Other Laws. Without limiting the generality of Section 14.1, Contractor and each of its subcontractors and agents shall comply with:

- (a) the United States Department of Transportation, Minimum Federal Safety Standards, Title 49, Code of Federal Regulation, Part 192 ("DOT"), and The Guide for Gas Transmission and Distribution Piping Systems (hereinafter referred to as "ASME"), to the extent applicable;
- (b) the Motor Carrier Safety Regulations of the DOT as set forth in Title 49 of the C.F.R., Chapter 3; and

(c) all requirements of the United States Department of Transportation's ("DOT") Drug and Alcohol Testing Program pursuant to Title 49, C.F.R., Parts 192 and 199 during the term of this Agreement, if applicable, with respect to its' employees, subcontractors, suppliers, agents or invitees or any party acting under Contractor's direction or control in connection with the performance of the Work or for whose acts Contractor may be liable; and further

(i) conduct legitimate and adequate criminal background checks reasonably satisfactory to Company based upon the scope of the Work prior to commencement of the Work and during the term of this Agreement;

(ii) retain all original records (or legible copies thereof) connected to such drug testing and background checks as legally required or if not legally required, until one (1) year after the expiration or termination of this Agreement or as required by Company; and

(iii) upon request of Company and subject to applicable law, furnish Company copies of any results of the mandated testing and completed background checks.

14.5 Affirmative Action Notice. Contractors, vendors and subcontractors are hereby notified that they may be subject to the provisions of 29 C.F.R. Part 470, 41 C.F.R. Section 60-1.4(c), 41 C.F.R. Section 60-250.4, Section 60-741.4 and Section 60-741.5 with respect to affirmative action program and plan requirements. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability or national origin. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.6 Certifications. Upon request, Contractor shall certify that it is in compliance with all Applicable Laws and Safety Rules.

14.7 Required Notices to Company. Contractor shall immediately notify Company of the occurrence of:

(A) Any incident, accident, action, loss, or existence of any unsafe or other condition which involves or could involve personal injury or property damage or loss relating to the site or the Work.

(B) Any potential, actual or pending site inspection, investigation or inquiry by any person or governmental authority.

If notice is first given orally, Contractor shall provide written notice to Company as soon as possible.

14.8 Governmental Reporting Requirements. Unless specified in the Contract Documents or otherwise required by Applicable Laws, Contractor shall not undertake to report for Company to any federal, state or local public agencies or officials any condition at the site, nor act as Company's agent with respect to any Applicable Laws or governmental inspection. Company shall notify each appropriate agency or official, as required, of the existence of any condition at the site that creates an obligation to notify, and Contractor shall assist Company with any such notice requirements.

ARTICLE 15 - CONFIDENTIALITY

15.1 Confidentiality Obligations. Contractor shall keep confidential and not, either during or after the performance of the Work, except as required in the course of performance of the Work or with the prior written consent of the Company, communicate or divulge to, or use for the benefit of Contractor or any other person, firm, association or corporation, any confidential or proprietary information of Company, including but not limited to the Contract Documents and information concerning (i) technical information in respect to the products and services of Company, including any inventions, discoveries, improvements, processes, business methods, product design information, patents and applications for patents, copyrightable work, software, including object and source code, and related trade secrets; and (ii) business information in respect to the products and services of the Company, including the names and contact information for the existing and potential customers of Company, market research and studies, future plans, business affairs, pricing, margins, discounts and costs (the "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information of Company may include information that it develops as well as information that it learns from Company. All records, files, memoranda, reports, price lists, customer lists, drawings, plans, sketches, documents, software, including object and source code, equipment, and the like, relating to the business of the Company, which Contractor shall use or prepare or come into contact with, shall remain the sole

property of Company and shall be returned to Company upon request or termination of Contractor's Work, together with all copies thereof.

15.2 Use of Company's Name. Contractor may not use Company's name in advertisements, news releases, publicity statements, web sites, interviews, articles, brochures, client listings or other advertising or marketing materials without the prior written consent of Company.

15.3 Injunctive Relief. Contractor agrees that, in the event of a breach or violation of this Article, the Company will not be adequately compensated by money damages. Accordingly, Contractor expressly agrees that, upon such a breach or violation, the Company, in addition to all other remedies, shall be entitled as a matter of right to injunctive relief without the necessity of posting a bond or other security. In the event a court in which relief is sought under the foregoing provisions of this Agreement should determine that any of the above prohibitions are unreasonable, such provisions and related prohibitions shall be modified to conform with whatever said court shall consider reasonable.

ARTICLE 16 - RELATIONSHIP OF PARTIES

16.1 Independent Contractor. It is understood by the Parties that Contractor is an independent contractor with respect to Company, and not an employee or agent of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of Contractor or its personnel. In acting as an independent contractor, Contractor as such is not eligible for unemployment or workman's compensation. Contractor is responsible for all applicable payroll and government taxes.

16.2 No Agency. Contractor has no authority to act for or on behalf of Company as agent or otherwise unless expressly authorized in writing by the Company. Contractor is not authorized to bind Company in any manner or to incur any obligation, expenditure or liability on behalf of or against Company, or to make any representation or warranty on behalf of Company, without the prior written authorization of the Company.

16.3 Persons Hired by Contractor. It is further understood and agreed that all persons hired or assigned by Contractor to perform labor or services for the Work required under this Agreement are, and shall remain during the performance of this Agreement, Contractor's employees for all purposes, including without limitation for the purposes of worker's compensation. It is further understood and agreed that from time to time and as the circumstances may require, the Authorized Representative of Company may direct any employee or employees of Contractor to a particular work site or location, or may provide instructions concerning the tasks to be performed by them, but no such instruction or directions shall be construed by Contractor to constitute control of the manner or method of the performance of the employee's work, nor shall any such instructions or directions constitute the employee to be the employee of Company for any purpose, and Contractor agrees to indemnify and hold harmless Company from any and all claims which are or may be asserted against Company by the employee as a result of any such directions or instructions.

ARTICLE 17 - TAXES

17.1 Taxes and Withholding. Contractor is responsible for and shall assume liability for payment and withholding of any tax, federal, state, municipal or other, imposed by reason of the performance of the Work hereunder, including but not limited to those with respect to the Contractor's receipts or income and those with respect to compensation, wages, or other remuneration for any work to be performed by Contractor or its employees under this Agreement and shall pay direct to the state in which the Work is to be performed all sales and use taxes for materials furnished by the Contractor in connection with its prosecution of the Work. Contractor shall further comply with the governmental regulations with respect to all of the foregoing taxes, including the filing of all necessary reports and returns.

ARTICLE 18 - DISPUTE RESOLUTION

18.1 Dispute Resolution. Contractor agrees any dispute, controversy or claim arising out of or relating to the rights and obligations under the Contract Documents shall be settled upon Company's request in its sole discretion by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or similar rules. Such arbitration shall be held in Allegheny County, Pennsylvania. Contractor agrees to submit to the jurisdiction of the arbitration panel at such venue. The award rendered by the arbitrator(s) shall be final, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Contractor irrevocably agrees to submit to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania if the Company chooses to resolve any disputes by litigation. Contractor shall proceed diligently with any undisputed Work under the Contract Documents

notwithstanding the existence of any dispute, controversy or claim, and during the pendency of any dispute resolution process as set forth in this Section. Notwithstanding the foregoing, in the event that Company is sued or subjected to any other action or proceedings relating to Contractor's Work at the Project in any other state or forum, Company shall have the right to join Contractor and prosecute its claims, or any one or more of them, against Contractor in such other suit, action or proceeding.

18.2 Joint Defense. Should the Parties both be named as defendants in any third-party claim or cause of action arising out of or relating to the Work or the Project, then, at the Company's sole discretion, prior to the filing or submission of any response to the claim or cause of action or as soon thereafter as reasonably practicable, Contractor and the Company will cooperate with each other in the joint defense of their common interests to the extent permitted by law, and will enter into an agreement for joint defense of the action.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Governing Law. The Contract Documents shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules.

19.2 No Third-Party Beneficiaries. The Contract Documents shall create no rights in any party other than Company and Contractor; and no other party is intended to be a third-party beneficiary of the Contract Documents, except as specifically indicated herein.

19.3 Amendments. No modification or amendment to the Purchase Order or Contract Documents shall be effective or binding upon Company unless and until a separate document is signed or otherwise issued by Company in accordance with the provisions hereof. Any terms or conditions contained in any of Contractor's documents purporting to supersede or amend the Contract Documents shall be of no force or effect unless such documents are expressly agreed to and countersigned by Company.

19.4 Survival of Provisions. In order that the Parties hereto may fully exercise their respective rights, perform their respective obligations hereunder arising from the performance of the Work under the Contract Documents, such provisions of the Contract Documents required to ensure such exercise or performance shall survive the termination of any Purchase Order or the Contract Documents.

19.5 Pennsylvania Act 7 Waiver. To the extent permitted by law, for any Project to be performed in Pennsylvania, Contractor irrevocably waives all disclosures, notices, rights, claims and benefits under Act 7 of 1994 of the General Assembly of the Commonwealth of Pennsylvania known as the Contractor and Subcontractor Payment Act, and Contractor agrees that none of the terms and provisions of said Act shall apply to the Project or Subcontractor's Work at the Project.

19.6 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts with the same effect as if the Parties thereto had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

19.7 No Implied Waivers. Company's failure to require strict performance in a particular instance shall not be deemed a waiver of any term or condition of the Contract Documents. To be effective, a waiver of any term of the Contract Documents must be made in writing and signed by Company. Otherwise, Contractor shall not be relieved from its duty to comply strictly with all of its obligations hereunder; nor shall it prejudice or prevent Company from requiring strict adherence in the future.

19.8 Severability. The provisions of the Contract Documents shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent permitted, the provisions of the Contract Documents shall be construed to give effect to the intent manifested by any provision held invalid, void or otherwise unenforceable.

19.9 Entirety of Agreement. The Purchase Order and Contract Documents as executed by the respective fully authorized representatives of Company and Contractor constitute the entire agreement between the Parties hereto with respect to the matters dealt with herein, and there are no oral, electronic or written understandings, representations or commitments of any kind, express or implied, and all prior or contemporaneous oral, electronic or written understandings are superseded. Neither Party shall have the right to pursue any claim or action regarding express or implied representations made prior to the effective date of this Agreement or which are not part of this Agreement.

19.10 Assignment and Subcontracting. Contractor shall not assign any of its rights under the Contract Documents, including the Purchase Order, or subcontract any portion, in whole or in part, to any other party without the written consent of Company. Any purported assignment or subcontract in violation thereof shall be voidable by Company. Company reserves the right to assign, in whole or in part, the Purchase Order and all other related Contract Documents to any third party, including, without limitation to successor, affiliated or related companies. This Agreement shall inure to and be binding upon the Parties hereto and their successors and permitted assigns.

19.11 Notices. All notices required under the Contract Documents shall be in writing, and shall be delivered by personal or courier delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested and shall be deemed given upon receipt. Notices shall be sent to the following persons or any other persons subsequently designated by the Parties:

Company: EQT Production Company
EQT Plaza
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111
Contact: Procurement Director
cc: General Counsel

Contractor: Bud Rife Construction Co., Inc.
P.O. Box 155
Harold, KY 41635
Contact: General Counsel

19.12 Headings. Captions and headings in this Agreement are for reference only and do not constitute a part of the substance of this Agreement.

19.13 Financial Disclosure. As requested by Company, Contractor shall provide its quarterly and annual balance sheets and related statements of operations, income, cash flows and changes in shareholder's equity, each prepared in accordance with generally accepted accounting principles and accompanied by an officer's certificate that such financial statements fairly present the financial condition and results of operations of the reporting entity.

19.14 Records Retention. Contractor will maintain complete and accurate records of the Work provided and performed under this Agreement and any Purchase Order for a period of five (5) years following the termination of this Agreement, or longer if required by Company or by law. Such records shall be made available to Company for review upon reasonable notice.

19.15 Supplier Diversity. As requested by Company, Contractor shall provide Company any information reasonably requested by Company regarding its supplier diversity program, if any, including without limitation, the name of the diverse suppliers with whom Contractor currently does business, the amount of spend that Contractor has with diverse suppliers, whether Contractor requires its diverse suppliers to be certified as a diverse business enterprise, and other similar information related to Contractor's supplier diversity program.

19.16 Code of Conduct. In providing the Work, Contractor shall comply with Company's Code of Business Conduct and Ethics ("Code of Conduct") as applicable, which is available at www.eqt.com (click on Investors, then Corporate Governance and then Code of Business Conduct and Ethics) and updated from time to time, unless Contractor has its own code or similar document ("Code"). If Contractor has a Code, Contractor represents and warrants that:

- (A) its Code complies with US Federal Sentencing Guidelines and all other applicable incentives and standards issued by a governmental body dealing with an effective ethics and compliance program, and any amendments thereto,
- (B) its Code complies with all applicable laws,
- (C) Contractor shall promptly provide Company a copy of its Code, including any amendments thereto upon Company's request,

(D) Contractor shall promptly provide any information reasonably requested by Company regarding the enforcement and effectiveness of Contractor's Code, and

(E) during the term of this Agreement, Contractor's Code shall be in compliance with this Article 19.16 and if any time such is not the case, Contractor shall comply with Company's Code of Conduct until Contractor's Code meets the requirements of this Article 19.16.


IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be duly authorized and executed as of the day and year first above written.

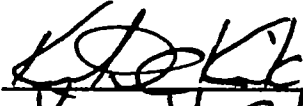
CONTRACTOR

COMPANY

Bud Rife Construction Co., Inc.

EQT Production Company

Signature: 
Print Name: Bud Rife
Title: Owner / President

Signature: 
Print Name: Kenneth C Kirk
Title: EVP, Production

SCHEDULE A

INSURANCE REQUIREMENTS

1. Coverage Required. Unless otherwise specified in writing by Company, Contractor shall carry the following minimum coverages during the term of this Agreement. Contractor shall require its subcontractors to carry the same coverages.

(A) Workers compensation insurance with statutory limits in full compliance with the workers' compensation and occupational disease act of every state in which the Work is to be performed; and employer's liability insurance with limits of liability of not less than one million dollars (\$1,000,000.00). The policy or policies shall contain a waiver of subrogation against the Company.

(B) Insurance Services Office (ISO) Commercial General Liability Insurance form CG 00 01 10 01 or equivalent, including Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Stop-Gap for monopolistic workers' compensation states, Property Damage, Independent Contractors, Personal and Advertising Injury, Broad Form Property Damage, Cross Liability, Hostile Fire, Underground, Explosion and Collapse as well as Care, Custody and Control coverages with a combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence, including primary and excess liability policies. In addition, if applicable based on the scope of work, remove the asbestos exclusion for abatement work, remove the lead based paint exclusion for abatement work, broaden the definition of insured contract to include work within 50 feet of a railroad.

(C) ISO Commercial Automobile Liability Insurance covering all owned, hired, and non-owned automobiles as well as an MCS-90 Endorsement with combined Bodily Injury and Property Damage combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence including primary and excess liability policies. In all states that have no-fault insurance laws, the policies obtained shall contain provisions that forbid subrogation claims against the Company. If transporting or hauling assets for the Company, Contractor must procure and maintain Motor Truck Cargo coverage equal to the replacement cost of the cargo.

2. Rating. All insurance coverages must be placed with insurance carriers that have a minimum AM Best rating of A.

3. Additional Insured Endorsements. The policies required by Subsections 1(B) and 1(C) above shall be endorsed to name Company, its parent company, subsidiaries and affiliates as additional insureds. The Commercial General Liability and Excess policies must include ISO CG 20 10 11 85 Additional Insured Endorsement, or the combination of ISO CG 20 10 07 04 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization and CG 20 37 07 04 Additional Insured – Owners, Lessees or Contractors – Completed Operations Endorsements, or similar provision for Ongoing-Operations and Products-Completed Operations Hazard coverage. This insurance shall apply to "bodily injury" or "property damage" arising out of "your work" and "your product" included in the "products completed operations hazard" as required by written contract and shall afford said coverage for all completed operations, products and work, completed while the policy is in effect, until one year after the expiration of the statute of limitations for any claims arising from or based upon Contractor's completed operations. The insurance shall be equally available to any and all "additional insureds" designated on the certificate of insurance issued to said "additional insureds."

4. Primary Coverage. The coverages required by this Schedule A shall be primary and non-contributory. Any insurance or self-insurance maintained by Company, its parent, subsidiaries and affiliates shall be excess of Contractor's insurance until all of Contractor's applicable and available insurance, including umbrella and excess liability policies, is exhausted. The intent is for Contractor's insurance policies to be primary regardless of any "Other Insurance" or other methods of sharing language contained in Contractor's insurance policy or policies. Contractor shall waive all rights of subrogation and contribution against all additional insureds. Contractor shall be solely responsible for any deductible or self-insured retention under its insurance.

5. Insurance Certificates, Endorsements, Policies. Prior to commencing the Work, Contractor shall provide Company with:

(A) Certificates of Insurance specifically evidencing the coverages required by this Schedule A, stating the policy numbers and the inception and expiration dates of all policies and providing for thirty (30) days' prior written notice to Company by certified mail, return receipt requested, of any cancellation, non-renewal, or material alteration of any policy;

(B) the additional insured endorsements, the waiver of subrogation endorsement and the primary/non-contributory endorsements required by Section 3 above; or

(C) a letter from Contractor's Insurance broker confirming that all of the requirements of this Schedule A have been met.

The failure of Company to pursue or obtain any certificate of insurance, endorsement or the broker's letter or to point out any non-compliance of any certificate of insurance, endorsement or broker's letter shall not constitute a waiver of any of the requirements of this Schedule A or relieve Contractor of any of its obligations hereunder.

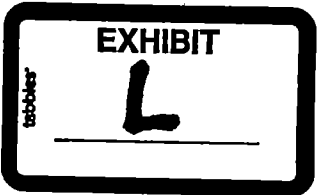
Upon Company's request at any time, Contractor shall provide Company with copies of any or all of the policies required by Section 1 above. Upon Company's request at any time, Contractor shall provide Company with copies of any or all of the policies required by Section 1 above.

6. Failure to Comply. In the event that the insurance policies secured by Contractor do not comply with these Insurance Requirements, then Company shall have the right to suspend the Work until all provisions of these Insurance Requirements have been complied with or to terminate the Agreement, at Company's sole discretion.

7. Distinct Obligation. The requirements of this Schedule A are intended to be a separate and distinct obligation of Contractor. Therefore, the provisions of this Schedule A shall be enforceable and Contractor shall be bound thereby regardless of whether the indemnity provisions of Article 12 of this Agreement are determined to be enforceable in the jurisdiction where the Work is being performed.

8. Remedies on Default. In the event Contractor or its insurance carrier defaults on any obligation under this Schedule A or the policies required by this Schedule A, Contractor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by Company to enforce the provisions of this Schedule A or of the policies.

9. Performance Obligations. Company's acceptance of insurance submitted by Contractor does not relieve or decrease in any way the liability of Contractor for performance or failure to perform under this Agreement.



**B & H GAS COMPANY INC
2015 PAYMENTS TO BUD RIFE FOR RENTS**

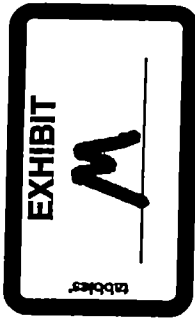
<u>DATE PAID</u>	<u>CHECK #</u>	<u>AMOUNT PAID</u>	
01/12/15	7687	\$ 1531.83	928.00 Office Rent 4/1/15 603.83 5/1/15 Truck Rent
02/18/15	7717	928.00	TRUCK RENTS 1/15
03/26/15	7758	10,722.81	2014 June-Dec 1531.83/12 2014 Office Rent + TRUCKS OWED
04/10/15	7771	2784.00	2/15 - 4/15 TRUCK RENTS
05/13/15	7803	928.00	5/15 TRUCK RENTS
06/26/15	7847	928.00	6/15 TRUCK RENTS
10/23/15	7941	1856.00	7/15 + 8/15 TRUCK RENTS
12/30/15	7994	3712.00	9/15 - 12/15 TRUCK RENTS

TOTAL PAID 2015 \$ 23,390.64

TOTAL BILLED 2015 \$ 11,739.83
Balance Owed 2014 11,650.81 2014 owed
TOTAL OWED TO BUD RIFE \$ 23,390.64
Amount Paid 2015 \$ - 23,390.64

BALANCE OWED BUD RIFE AS OF 12/31/15 \$ 0.00

*\$11,650.81 was owed from 2014 office Rent was 603.83
Truck Rents 928.00*



BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company

P.O. Box 447

Betsy Layne, KY 41605

(606) 478-5851

(606) 478-5266 fax

Beginning Date: 1-1-16

Ending Date: 1-31-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	01-04-16	40190	George Hall Jr.	Collection / Collected Payment	1	1	\$35.00
2	01-04-16	50230	Lesia Meade	Collection / Collected Payment	1	1	\$35.00
3	01-04-16	30346-1	Sheila Taylor	Read Out Meter	1	1	\$35.00
4	01-04-16	40105	Coddie Hamilton	Checked pressure on Line.	1	1	\$35.00
5	01-06-16	20010	Pauletta Smith	Check for Carbon monoxide	1	2	\$70.00
6	01-14-16	40178	Tommy Keathley	Turn on for Existing Cust. ^{Removal} Lock	1	1	\$35.00
7	01-15-16	30142	Michael Booth	Broken ^{Service} gas Line / ^{By 714yd co. Road Dept}	2	2	\$120.00
8	01-19-16	20086-2	Annice & Loretta Coyle w/er. Hix	Meter Froze Off	2	2	\$120.00
9	01-19-16	20039	Chris Hall	Reconnect non payment	1	1	\$35.00
10	01-21-16	50169	Maverick Bentley	Froze Off Meter	2	2	\$120.00
11	01-26-16	50089A	Fannie mae e/o Comservice	Reconnect non payment	1	1	\$35.00
12	01-29-16	30200	Lonnie Allen	Meter Froze Off	2	2	\$120.00
13	01-21-16	20093-1	Sheila/Rita west	Readout - D.N.L.O	1	1	\$35.00
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Total							\$830.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice
B&H Gas Company

P.O. Box 447
 Betsy Layne, KY 41605
 (606) 478-5851 (606) 478-5266 fax

Beginning Date: 2-1-16
 Ending Date: 2-29-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	2-4-16	20200	Ritchie Tackett	Check for gas leak	2	2	\$120.00
2	2-5-16	50233	David Hurley	Check pressure / cust Request	2	2	\$120.00
3	2-13-16	20086-5	Kris Stratton	Meter froze off	2	2	\$120.00
4	2-13-16	20200	Ritchie Tackett	Meter froze off	2	2	\$120.00
5	2-23-16	3021A	Ashley Lewis	Changed last name	1	1	\$35.00
6	2-29-16	20039	Chrs Hall	Lock off meter house burned	1	1	\$35.00
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Total							\$550.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company
P.O. Box 447

Betsy Layne, KY 41605
(606) 478-5851 (606) 478-5266 fax

Beginning Date: 3-1-16
Ending Date: 3-31-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1							
2	3-7-16	10007	B&H	Install meters/lines	3	16	\$1360.00
3	3-8-16	10220	Constance Lackie	Marked Lines	2	2	\$120.00
4	3-8-16	4008DA	Andrea Blackburn	Read-out-meter	1	1	\$35.00
5	3-10-16	40190	George Hall Jr.	Collection on account	1	1	\$35.00
6	3-10-16	30194	Lenora Baker	lock off for non-payment	1	1	\$35.00
7	3-10-16	10365	Paula Castellanos	locked off non payment	1	1	\$35.00
8	3-11-16	20086-6	Douglas Hicks	Seasonal Disconnect.	1	1	\$35.00
9	3-14-16	20172	May Johnson	Seasonal Disconnect.	1	1	\$35.00
10	3-17-16	10255	Robert Stone	Read out / LOCK OFF	1	1	\$35.00
11	3-25-16	20260	Jimmy Compton	Read-out Meter - DNLO	1	1	\$35.00
12	3-29-16	40155	Cloyde Meade	Changed name on account.	1	1	\$35.00
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Total							1795.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice
B&H Gas Company
 P.O. Box 447

Beginning Date: 4-1-16
 Ending Date: 4-30-16

Betsy Layne, KY 41605
(606) 411-351

Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	4-4-16	30312 Stanley Tackett	Collected Payment	1	1	\$35.00
2	4-4-16	10130 Rosie Blevins	Collected Payment	1	1	\$35.00
3	4-4-16	20075 Kenneth Goble	Locked off- non Payment	1	1	\$35.00
4	4-5-16	20075 Kenneth Goble	Reconnect non Payment	1	1	\$35.00
5	4-6-16	30020 Russell McEntosh	Seasonal Disconnect	1	1	\$35.00
6	4-8-16	20195-1 Bea Conn	Read out / Lock off	1	1	\$35.00
7	4-11-16	10054-1 Marvin Lee II	Read out / Lock off	1	1	\$35.00
8	4-14-16	10054 Anita Mays	Removed lock for existing cust.	1	1	\$35.00
9	4-13-16	20260-1 Linda Compton	Check meter for gas leak	2	1	\$60.00
10	4-18-16	20200 Ritchie Tackett	Lock off Seasonal Disc.	1	1	\$35.00
11	4-21-16	10280-2 Nadine Mitchell	Lock off Seasonal Disc.	1	1	\$35.00
12	4-30-16	10130 Rosie Blevins	Seasonal Disconnect	1	1	\$35.00
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Total						445.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice
B&H Gas Company
 P.O. Box 447

Betsy Layne, KY 41605
 (606) 478-5851 (606) 478-1156 fax

Beginning Date: 5-1-16
 Ending Date: 5-23-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	5-2-16	40148	Tommy Heathley	Seasonal Lock Off	1	1	\$35.00
2	5-2-16	10340	Marvin Lee	Seasonal Lock Off	1	1	\$35.00
3	5-3-16	30194-1	Brandi Kessler	Removed Lock for Existing Cust.	1	1	\$35.00
4	5-6-16	10009	Sonny Boyd	Report of Gas Leak (not on Lines)	1	1	\$35.00
5	5-11-16	50312	Jason Salisbury	Locked off non-payment	1	1	\$35.00
6	5-11-16	20086-3	Stacey Battliff	Locked off non-payment	1	1	\$35.00
7	5-11-16	40190	George Hall Jr.	Locked off non-payment	1	1	\$35.00
8	5-11-16	30250-1	Ashley Wells	Collected Payment	1	1	\$35.00
9	5-11-16	50070	Charlie Daniels	Collected Payment	1	1	\$35.00
10	5-16-16	30346A	Marcie Tomlinson	Read out Meter	1	1	\$35.00
11	5-23-16	50229A	Mary McCloud	Seasonal Reconnect	1	1	\$35.00
12	5-25-16	10096	Bilena Elkins	checked gas pressure and hif hotwater heater	2	1	\$60.00
13	5-23-16	30331-2	Kathy Wagner	Readout/locked off	1	1	\$35.00
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Total							480.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice
B&H Gas Company
 P.O. Box 447

Barny Layne, KY 41605

Beginning Date: 6-1-16

Ending Date: 6-30-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	6-2-16	10362	Erma Taylor	Seasonal Lockoff	1	1	\$35.00
2	6-2-16	10009	Customer-call-in	Report of kids Tampering w/gas	2	2	\$120.00
3	6-3-16	50266	Tracy Young	Seasonal Lock Off	1	1	\$35.00
4	6-6-16	300521	Deanna Hall	Lock off non payment	1	1	\$35.00
5	6-6-16	20255	Shannon Mulkey	Lock off non payment	1	1	\$35.00
6	6-10-16	40130	Majorie Lynch	Change Customer Info	1	1	\$35.00
7	6-13-16	20104	Ron Dougherty	Readout/lock off	1	1	\$35.00
8	6-20-16	30100	Holly Hall	located Lines Installing ^{septic} tank	2	2	\$120.00
9	6-21-16	40080A	Andrea Blackburn	Turned off gas so customer could change out stove.	1	1	\$35.00
10	6-27-16	40011-1	Karen Justice	seasonal Discount	1	1	\$35.00
11	6-27-16	20084-8R	Tyler Hamilton	Readout Meter (DNLO)	1	1	\$35.00
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Total							555.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 7-1-16
 Ending Date: 7-31-16

B&H Gas Company
 P.O. Box 447
 Betsy Layne, KY 41605

Date	Account #	Name	Description	# of Men	# of Hours	Amount	
1	7-6-16	30329	Angela Ferguson	Unlock Meter	1	1	35.00
2	7-8-16	30404	Eli Nicholson	Read out Locked off	1	1	35.00
3	7-15-16	50071A	Charlie Daniels	Collected payment	1	1	35.00
4	7-15-16	20510	Charles Daniels	Collected payment.	1	1	35.00
5	7-15-16	50070	Charlie Daniels	Collected payment	1	1	35.00
6	7-15-16	20141A	Debra Click	Locked off - non-payment	1	1	35.00
7	7-15-16	40302	Scott Datman	Locked off non-payment	1	1	35.00
8	7-15-16	30350	Mike Gibson	Locked off non-payment	1	1	35.00
9	7-15-16	30388	Jessica Limberis	Read out + Locked off (moved)	1	1	35.00
10	7-15-16	30220	Konnie niece	Read out/lock off (cust Reg)	1	1	35.00
11	7-25-16	20091	East Ky Drug	Check for gas Leak	3	2	255.00
12	7-25-16	20097	State Beautysupply	Check for gas Leak	3	2	255.00
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Total						860.00	

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company

P.O. Box 447

Betsy Layne, KY 41605

(606) 478-5251 (606) 478-5252

Beginning Date: 8-1-16
Ending Date: 8-31-16

#	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	8-1-16	50360	Collins Cremation Serv	Changed Meter	3	4	340.00
2	8-9-16	50171	Daniel Justice	Locked off - non payment	1	1	35.00
3	8-9-16	20020	Darren Damron	Locked off - non payment	1	1	35.00
4	8-15-16	50166	Sidney Cline	Did dirt wash out repairs No lines were broken	3	8	1120.00
5	8-15-16	10008	County work	County work on wash outs & stretched # bent gas line / repaired lines	4	10	2000.00
6	8-8-16	30250-1	Ashley Wells	Read out / Lock off - moved	1	1	35.00
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8/31/16

Total **3565.00**

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company

P.O. Box 447

Betsy Layne, KY 41605

(606) 478-5851 (606) 478-5266 fax

Beginning Date: 9-1-16
Ending Date: 9-30-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	9-2-16	103165A	Tina Williamson	Turn on Gas	1	1	35.00
2	9-6-16	50230	Lesia Meade	Read out locked off ^{per} cust Reg	1	1	35.00
3	9-7-16	30250-2	Joshua Daniels	Removed Lock + Turned on Gas	1	1	35.00
4	9-6-16	50229A	Mary McCloud	Read out Lock off - Seasonal	1	1	35.00
5	9-13-16	10009	Doug Osborne	Reported leak ^{not found} Gas Lines	2	2	120.00
6	9-19-16	30331-3	Angela Ferguson	Read out Lock off & moved	1	1	35.00
7	9-21-16	10009	Thomas Daniels	Reported a 2" Line exposed in the ditch off ^{at} the ^{the} hill near house	1	1	35.00
8	9-26-16	20086-3	Stacey Ratliff	Remove Lock/Turn on	1	1	35.00
9	9-30-16	10280-2	Nadine Mitchell	Seasonal Reconnect / Turn on	1	1	35.00
10	9-19-16	20086-4	Paul Goble	Remove Meter	3	4	340.00
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Total 740.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company

P.O. Box 447

Betsy Layne, KY 41605

(606) 338-2551

Beginning Date: 10-1-16

Ending Date: 10-31-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	10-3-16	40011-1	Karen Justice	Seasonal Reconnect.	1	1	35.00
2	10-3-16	30350	Mike Gibson	Reconnect-Non-payment.	1	1	35.00
3	10-11-16	50246	Tracy Young	Seasonal Reconnect	1	1	35.00
4	10-11-16	10340	Marvin Lee	Seasonal Reconnect	1	1	35.00
5	10-13-16	20020A	Bobby Blevins	Removed Lock/Turn on Gas	1	1	35.00
6	10-14-16	10330-2	Kimberly Murphy	Remove lock/Turned on Gas	1	1	35.00
7	10-16-16	30361	Chad Varney	Read out meter / ^{customer} moved didn't ^{turn us}	1	1	35.00
8	10-18-16	20200	Ritchie Tackett	Remove lock & Turned on Gas	1	1	35.00
9	10-20-16	30356-2	Margie Castillo	check for gas leak / customer smells strong gas odor.	2	2	120.00
10	10-20-16	10130	Rosie Blevins	Seasonal Reconnect & Removed lock.	1	1	35.00
11	10-24-16	40190	George Hall Jr.	Reconnect - Non-payment	1	1	35.00
12	10-24-16	20086-6	Douglas Hicks	Seasonal Reconnect	1	1	35.00
13	10-24-16	30390-1	Tammi Tackett.	Removed lock - Turn on	1	1	35.00
14	10-26-16	40190	George Hall Jr.	Checked pressure on line.	2	2	120.00
15	10-24-16	10001	Shawn Justice	Checked on getting gas does not have meter or riser	1	1	35.00
16	10-28-16	20172	Kay Johnson	Seasonal Reconnect	1	1	35.00
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Total **730.00**

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice
B&H Gas Company

P.O. Box 447

Betsy Layne, KY 41605

(606) 478-5851 (606) 478-5851

Beginning Date: 11-1-16

Ending Date: 11-30-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	11-1-16	40076	Carol Wakeland	Reconnect & Remove Lock	1	1	35.00
2	11-15-16	20086-8	Upstairs Apt Stratton	Read Out & Do not Lock OFF	1	1	35.00
3	11-21-16	20086-9	Wendell Stratton	Meter Froze off	2	4	240.00
4	11-21-16	50312	Jason Salisbury	Remove Lock Turn on Gas	1	1	35.00
5	11-22-16	30270A	Crystal Watson	Removed Lock & Turned ON	1	1	35.00
6	11-22-16	50171	Daniel Justice	Reconnect nonpayment	1	1	35.00
7	11-22-16	20195-2	Christa Compton	Turned on for existing connection	1	1	35.00
8	11/17/16	50086	Fannie Mae Conser	Read Out	1	1	35.00
9	11-14-16	10001	Ronnie Taylor	Check on getting gas			
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Total							485.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 1-1-16
 Ending Date: _____

B&H Gas Company
 P.O. Box 447
 Betsy Layne, KY 41605
 (606) 478-5861 (606) 478-5266 fax

Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	1-1-16	10005 David Jones - (811)	Locate Lines @ 125 Gradview Dr US 23 Harold	2	2	120.00
2	1-5-16	10005 Ellis Woods (811)	Locate Lines @ 432 Justell Bridge	-	-	-
3	1-5-16	10005 AEP - (811)	Locate Lines @ Mare creek Scarf Drive.	2	1	60.00
4	1-23-16	10005 Mt. P Construction (811)	Locate Lines @ Natcher Residence @ Stanville.	1	1	60.00
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Total						180.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company
P.O. Box 447

Betsy Layne, KY 4035
(606) 478-5851

Beginning Date: 2-1-16
Ending Date: _____

#	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	2-2-16	10005	Prestonsburg City util - (811)	Locate Lines @ 122 Riverbend Drive Tram KY	2	1	\$60.00
2	2-12-16	10005	AEP (811)	Locate Lines @ 33 Steffey Street US 23 Tram KY	1	1	\$25.00
3	2-12-16	10005	AEP (811)	Locate Lines 21 N. Steffey Street US 23	1	1	\$25.00
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Total							130.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 3-1-16

Ending Date: 3-31-16

B&H Gas Company

P.O. Box 4

Betsy Layne, W. Va.

(606) 444-5800 (cell) 606-444-0261

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	3-3-16	10005	Appalachian mining (811)	locate Lines @ 170 Cyo Road Back Street Fuel	1	1	\$35.00
2	3-3-16	10005	Chesapeake Engr. (811)	locate Lines @ 99 Virginia Red Town Lane; Betsy Layne	1	1	\$35.00
3	3-9-16	10005	SME Inc (811)	locate Lines @ 554 Bobcat BLVD Betsy Layne - HS.	1	1	\$35.00
4	3-10-16	10005	Columbia Gas Logistic (811)	locate Lines @ 388 Betsy Layne Circle, Railroad Avenue	1	1	\$35.00
5	3-16-16	10005	AEP (811)	locate Lines @ 606 Blewens Road East main st. Tram	1	1	\$35.00
6	3-15-16	10005	Asplundh & Rocco (811)	locate Lines @ Check for leak @ main creek across bridge in creek	1	1	\$35.00
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Total							210.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company

P.O. Box 447

Betsy Layne, KY 41605

(606) 478-5851 (606) 478-5266 fax

Beginning Date: 4-1-16

Ending Date: 4-30-16

Date	Account #	Name	Description	# of Men	# of Hours	Amount
1 4-11-16	10005	AEP (811)	Locate Lines @ 230 Marecreek Ky Rt 60 Stanville	1	1	\$35.00
2 4-12-16	10005	John Mullins (811)	Locate Lines @ 38 Ivy Creek Road Ivel Ky	1	1	\$35.00
3 4-14-16	10005	Star Construction (811)	Locate Lines @ 5168 US23 South Mockingbird Lane Banner	1	1	\$35.00
4 4-14-16	10005	Millard Stevens (811)	Locate Lines @ 102 Virginia Lane Redtown Lane Betsy Layne	1	1	\$35.00
5 4-14-16	10005	Prestonsburg City Utilities (811)	Locate Lines @ 819 Conn Street Layne Bros. Drive Ivel	2	2	\$120.00
6						
7 4-26-16	10005	Coalfields Telephone (811)	Locate Lines @ US Rt 23 Betsy Layne	1	1	\$35.00
8 4-27-16	10005	Pike County Fiscal Court	Locate Lines @ Marecreek @ Stratton Branch Betsy Layne	2	4	\$240.00
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Total						535.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 5-1-16

B&H Gas Company

Ending Date: 5-31-16

Date	Account #	Name	Description	# of Men	# of Hours	Amount
1 5-4-16	10005	Floyd County fiscal ⁽⁸¹¹⁾	Locate Lines @ 42 Short Street velocity Bottom.	1	1	\$35.00
2 5-17-16	10005	Floyd County fiscal Court	Locate Lines @ N Steffey Street Dowell Branch Road Tram	2	4	\$240.00
3 5-18-16	10005	Htc Construction ⁽⁸¹¹⁾	Locate Lines @ mare creek rd US Rt 23. Stanville Ky.	2	8	\$480.00
4 5-18-16	10005	Solid Rock Construction	Locate Lines @ 554 Babcat Blvd us 23 south Stanville	1	1	\$35.00
5 5-19-16	10005	Chris Epling	Locate Lines @ mouth of Stratton fork mare creek.	2	4	\$240.00
6 5-19-16	10005	Jigsaw Enterprise 811	Locate Lines @ us 23 Technology Trail Juel	1	1	\$35.00
7 5-20-16	10005	Ky Dept. of Transportation	Locate Lines @ Rt 23 Rt 1426 Banner Toms creek.	2	4	\$240.00
8 5-20-16	10005	Ky Dept of Transportation	Locate Lines @ us Rt 23 Toms Creek Road Banner	2	4	\$240.00
9 5-25-16	10005	Shawn Tackett	Broke Line while Bush hogging Repaired Line @ Elbow Union	2	4	\$240.00
10 5-25-16	10005	County Roads	County Doing Road work mare creek near main line advised to stay till done	2	8	\$480.00
11 5-25-16	10005	AEP - ⁽⁸¹¹⁾	Locate Lines @ Pike/Floyd George Road Betsy Layne	1	1	\$35.00
12 5-26-16	10005	Southern water & sewer 811	Locate Lines pike Floyd Hollow Store Hollow Betsy Layne	2	4	\$240.00
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Total						2540.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 6-1-16
 Ending Date: 6-30-16

B&H Gas Company
 P.O. Box 447
 Betsy Layne, KY 41605
 (606) 478-5951 (606) 478-5266 fax

Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	6-20-16	10005	SOLID ROCK Const. (811) locate Lines @ 554 Bobcat BLVD @ Betsy Layne High School	2	4	\$275.00
2	6-27-16	10005	Kentucky Dept of Trans (811) locate Lines @ Ky Rt 2557 16 Et 22 Betsy Layne	1	1	\$35.00
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Total						275.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 7-1-16

Ending Date: 7-31-16

B&H Gas Company

P.O. Box 447

Raley Layne, KY 41605

Date	Account #	Name	Description	# of Men	# of Hours	Amount
1 7-8-16	10005	Floyd CO Fiscal Court (811)	Locate Lines @ 579 Shop BR. Right fork Shop Branch Stillville	4	8	70.00
2 7-12-16	10005	Chesapeake Energy (811)	Locate Lines @ 70MS Creek Rd Level 7 4 Locations same Area	2	2	20.00
3 7-20-16	10005	AEP- (811)	Locate Lines @ US 23 Ivy Creek Berge metal building behind fence	1	1	35.00
4 7-20-16	10005	H2O - Construction (811)	Locate Lines @ 1266 mare creek Rd US 23 left side of house	1	1	35.00
5 7-21-16	10005	H2O Construction (811)	Locate Lines @ 1266 mare creek Lt side & across Asphalt 30 feet.	1	1	35.00
6 7-29-16	10005	Jolene Tiers (811)	Located @ 232 Carlisle Hollow Rd & Tvel - from house to road	1	1	35.00
7 7-1-16	10005	L+L Excavation	Broke Gas Line			
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BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice
B&H Gas Company
 P.O. Box 447

Beginning Date: 8-1-16
 Ending Date: 8-31-16

Betsy Layne, KY 41605
 (606) 478-5951 (606) 478-5266 fax

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	8-2-16	10005	AFEP - 811	Locate Lines @ Stanville Ky Betsy Layne High School Hill	1	1	35.00
2	8-8-16	10005	Rocky Hamilton COM.	76 Branham Hill 745 23 South Betsy Layne	1	1	35.00
3	8-8-16	10005	T & J Escavating	Locate Lines @ 450 Justell Bridge US Rt 23 Betsy Layne	1	1	35.00
4	8-12-16	50166	Sidney Len Cline	Called office wanting Lines located *did not call Bill & pouring concrete	1	1	35.00
5	8-15-16	10005	TOMLINSON - 231 Ky Oil Vill	Customer Broke Line @ 231 Ky Village & Repaired line	2	3	105.00
6	8-19-16	10005	Kelly Hamilton	Locate Lines @ 12 Riverbend Dr Granulew Drive @ Trum Ky	1	1	35.00
7	8-24-16	10005	Chesapeake Energy	Locate Lines @ 510 Virginia Street Red Town W. Betsy Layne.	1	1	35.00
8	8-24-16	10005	Chesapeake Energy	Located Lines @ 350 Pike Floyd Holloway & Red Town 2 Betsy Layne	1	1	35.00
9	8-26-16	10005	Chesapeake Energy	Locate lines @ Bobcat Drive US Rt 23 from intersection.	1	1	35.00
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Total							

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company
P.O. Box 447

Betsy Layne, KY 41605
(606) 478-5851 (606) 478-5266 fax

Beginning Date: 9-1-16
Ending Date: 9-30-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	9-6-16	10005	American Electric power (811)	Locate Lines @ Bobcat Blvd Main Street - Stanville	1	1	35.00
2	9-7-16	10005	Geostabilization Intern (811)	Locate Lines @ US Rt 23 Inter. From Intersection @ Ivel	1	1	35.00
3	9-12-16	10005	Katie Lemaster (811)	Locate Lines @ 142 Mockingbird Lane Rolling Acres Fuel	1	1	35.00
4	9-16-16	10005	Prestonsburg City Utilities (811)	Locate Lines @ 12 Riverbend Drive From Grandview to Graystone Drive	1	1	35.00
5	9-23-16	10005	Prestonsburg City Utilities (811)	Locate Lines @ 254 Conn Street Entire Property @ Ivel	1	1	35.00
6	9-26-16	10005	Geo Drill (811)	Locate Lines @ 154 Floyd Loop Ike Floyd Hollow @ Harold	1	1	120.00
7	9-30-16	10005	American Electric power (811)	Locate Lines @ Stanville Bottom Stanville - below post office	1	1	35.00
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Total							

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&H Gas Company

P.O. Box 447

Betsy Layne, KY 41605

(606) 478-5851 (606) 478-6268 fax

Beginning Date: 10-1-16

Ending Date: 10-31-16

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	10-5-16	10005	Columbia Gas Logistic	Locate Lines @ Steel Rogers Lane + Distributor Lane Betsy Layne	2	2	120.00
2	10-5-16	10005	Columbia Gas Logistic	Locate Lines @ Boyd Drive Betsy Layne, B.L. Church of God - George Rd	2	2	120.00
3	10-12-16	10005	Columbia Gas Logistic	Locate Lines @ 702 Velocity Bottom - Short Street Betsy Layne	1	1	20.00
4	10-17-16	10005	Chesapeake Energy	Locate Lines @ Steel Rogers Lane George Rd Betsy Layne	1	1	20.00
5	10-17-16	10005	American Electric Power	Locate Lines @ Conn Street Fire @ Hyatt House lot.	1	1	20.00
6	10-18-16	10005	Columbia Gas Logistic	Locate Lines @ 42 short street Blackburn St. B.L. Entire Property	1	1	20.00
7	10-19-16	10005	H2O Construction	Locate Lines @ 80 Pike Floyd Hollow Rd 2 George Road	2	2	120.00
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BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 11-1-16
 Ending Date: 11-30-16

B&H Gas Company
 P.O. Box 447
 Betsy Layne, KY 41605

	Date	Account #	Name <small>(606) 478-5351</small>	Description <small>(606) 478-5351 Fax</small>	# of Men	# of Hours	Amount
1	11-9-16	10005	Columbia Gas logistic	Locate Lines @ 111 Short Street Betsy Layne - Entire property	1	1	35.00
2							
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Total							

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&S Oil & Gas Company
P.O. Box 165 Harold KY 41636
(606) 478-5264 - Phone
(606) 478-5266 - Fax

Beginning Date: 1/1/15
Ending Date: _____

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	1/1/15	BTS	Truck	Service work			775.80
2							
3							
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Total							775.80

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 1/1/15
 Ending Date: _____

B&B Oil & Gas Company
 P.O. Box 165, Harold KY 41635
 (606) 478-5264 - Phone
 (605) 478-5266 - Fax

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	1/1/15-	BTS		Blow drips and methanol	2	4	8680.00
2	12/31/15			And pressure checks		per day	
3				for month			
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Total							8680.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&S Oil & Gas Company
 P.O. Box 155, Harold KY 41035
 (606) 478-5264 Phone
 (606) 478-5266 - Fax

Beginning Date: 2/1/15
 Ending Date: _____

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	2/1/15-	BTS		Blowdrrips and methanol	2	4	7840.00
2	2/28/15			and pressure checks		per day	
3				for month			
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Total 7840.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 2/1/15
 Ending Date: _____

B&S Oil & Gas Company
 P.O. Box 155, Harold KY 41635
 (808) 478-5264 - Phone
 (606) 478-5266 - Fax

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	2/1/15	BTS	Truck	Service work			775.80
2							
3							
4							
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Total							775.80

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 2/20/15
 Ending Date: _____

B. Rife Gas Company
 P.O. Box 155, Harold KY 40335
 (606) 728-5204 - Phone
 (606) 728-5207 - Fax

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	2/20/15	BTS		Wells Froze Off			
2				Foreman + 4 men	5	8	1280.00
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Total							1280.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

B&S Oil & Gas Company
 P.O. Box 155 Harolds KY 41835
 (606)478-5264 - Phone
 (606) 478-5266 - Fax

Beginning Date: 3/1/15
 Ending Date: _____

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	3/1/15-	Bts		Blow drops and Methanol	2	4	8680.00
2	3/31/15			And pressure checks		per day	
3				for month			
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						Total	8680.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 3/1/15
 Ending Date: _____

B&S Oil & Gas Company
 P.O. Box 155, Harold KY 41635
 (606) 478-5264 - Phone
 (606) 478-5266 - Fax

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	3/1/15	BTS	TRUCK	Service Work			775.80
2							
3							
4							
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Total							775.80

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: April 1, 15
 Ending Date: _____

B&S Oil & Gas Company
 P.O. Box 155, Harold KY 41635
 (606) 476-5264 Phone
 (606) 476-5265 Fax

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	4/1/15	BTS		Wreat eat wells and Roads			
2				1 man 4/1/15 - 4/30/15	1	30	2400.00
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						Total	2400.00

BUD RIFE CONSTRUCTION COMPANY

Work Order Invoice

Beginning Date: 4/1/15
 Ending Date: _____

B&S Oil & Gas Company
 P.O. Box 155, Harold KY 41335
 (606)478-5264 - Phone
 (606) 478-5266 - Fax

	Date	Account #	Name	Description	# of Men	# of Hours	Amount
1	4/1/15	BTS		Blow drips and Methanol	2	2	140.00
2						per day	
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Total 140.00