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PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Joint Application of Sentra )  
Corporation, a Wholly Owned )  
Subsidiary of Blue Ridge )  
Mountain Resources, Inc., and )  
Sentra Resources LLC for the )  
Transfer and Acquisition of Stock )  
and Financing )

Case No. 2018-00 107

JOINT APPLICATION

Sentra Corporation, its parent Blue Ridge Mountain Resources, Inc. ("BRMR") and Sentra Resources LLC ("Sentra Resources") (collectively, the "Applicants") jointly file this application for approval by the Public Service Commission (the "Commission") under KRS 278.020(6) and (7) of the acquisition by Sentra Resources of ownership and control of Sentra Corporation and the financing of the acquisition pursuant to KRS 278.300. The acquisition of ownership and control of Sentra Corporation will result from the transfer of Sentra Corporation stock from BRMR to Sentra Resources.

The proposed acquisition will occur subject to the approval of the Commission under the terms of the Stock Purchase Agreement by and between Sentra Resources and BRMR dated March 6, 2018 (the "SPA"). A copy of the SPA is attached as Exhibit 1.

The proposed acquisition is subject to the requirements of KRS 278.020(6) and (7).

KRS 278.020(4) provides that “[n]o person shall acquire or transfer ownership of, or control, or the right to control, any utility under the jurisdiction of the commission ... without prior approval by the commission.”

KRS 278.020(5) provides that “[n]o individual, group, syndicate, general or limited partnership, association, corporation, joint stock company, trust, or other entity (an “acquirer”), whether or not organized under the laws of this state, shall acquire control, either directly or indirectly, of any utility furnishing utility service in this state, without having first obtained the approval of the commission.”

Under the terms of the SPA and upon closing of the transactions contemplated by the SPA (the “Closing”), all stock of Sentra Corporation will be owned by Sentra Resources.

#### **I. The Applicants**

Sentra Corporation is a Kentucky corporation wholly owned by BRMR. Sentra Corporation has no subsidiaries. Sentra Corporation was formed on May 22, 1992 and is in good standing to operate in Kentucky. It is a regulated natural gas distribution company serving approximately 200 customers in Monroe County.

Sentra’s contact information is:

Kimble Reid  
Sentra Corporation  
102 Prosperous Place, Suite 201  
Lexington, KY 40509  
Phone: (859) 263-3948  
Fax: (859) 263-4228  
[www.mhrproduction.com](http://www.mhrproduction.com)

BRMR's contact information is:

Frank Day  
Blue Ridge Mountain Resources, Inc.  
122 West John Carpenter Freeway, Suite 300  
Irvin, TX 75039  
Phone: (469) 240-1440  
[www.brmresources.com](http://www.brmresources.com)

Sentra Resources is a Kentucky limited liability company formed on November 13, 2017. It is in good standing to operate in Kentucky. Its contact information is:

Wesley Cleary  
Sentra Resources LLC  
2006 Edmonton Road  
Tompkinsville, Ky 42167  
Telephone - 270-407-5850  
Facsimile - 270-487-8029  
[info@sentraresources.com](mailto:info@sentraresources.com)

## **II. Description of the Proposed Transaction**

As of the Closing, Sentra Resources will own all of the issued and outstanding shares of Sentra Corporation stock. Sentra Corporation will continue to own and operate the gas distribution system.

## **III. Sentra Resources Has the Financial Ability to Provide Reasonable Service After the Transfer**

Sentra Resources has the necessary financial ability to operate the subject utility. Sentra Corporation's cash flow has been sufficient to permit the utility to provide reasonable service. Sentra Resources will utilize the revenue that is generated through the sale of natural gas to continue and maintain the operation of the company. Sentra Resources has negotiated a Line of Credit with Edmonton State Bank in the amount of One Hundred Thousand Dollars (\$100,000.00). For

the initial three (3) years, this Line of Credit will have a variable interest rate with a floor of 4%. Accordingly, Sentra Resources will have access to additional funds to operate the utility, if necessary.

Additionally, Sentra Resources will have the ability to obtain loans to ensure that it has access to additional funds to operate the utility, if necessary.

Sentra Resources has obtained a loan for financing the acquisition. The terms and conditions of the loan are included in the financing statement attached as Exhibit 2. Also included with that exhibit is the financial exhibit required of 807 KAR 5:001(12)(2) and the financial statements for Sentra Corporation as of December 31, 2017 and for the year then ended. Material changes have not occurred since the end of that twelve (12) month period.

#### **IV. Sentra Resources Has the Technical and Managerial Ability to Provide Reasonable Service After the Transfer**

With respect to the technical ability to operate the utility, Sentra Resources will retain as full-time employees the field and maintenance personnel that currently operate the utility on a day-to-day basis. In addition, Wesley Dustin Cleary, Dan Bryant and Randy Darren Cleary, the three members of Sentra Resources, the entity that will own the shares of stock of Sentra Corporation, will participate in the management and operation of the utility. As reflected in their resumes, attached as Exhibit 3, these individuals each have extensive experience in testing, repairing, maintaining and constructing natural gas lines. They hold numerous certifications relating to the operation, repair, and replacement of natural gas lines, as well as installation and testing of gas meters and service lines. Their resumes reflect that they have extensive experience in all facets of the operation and management of

companies owned by them, including but not limited to budgeting, contracts and purchase orders, personnel, materials and installation, safety and safety programs, and environmental compliance.

**V. The Proposed Transaction Will Be Made in Accordance with the Law**

The proposed transaction has been approved by BRMR's board of directors. A copy of the resolutions of BRMR's board of directors and Sentra Resources' members' unanimous written consent authorizing the transaction are attached as Exhibit 4. The Commission's regulatory approval is required for the closing. There are no other regulatory approvals necessary for the closing of the transaction.

**VI. The Proposed Transaction is for a Proper Purpose**

The proposed transaction will create a new owner of Sentra Corporation that will have the resources to enable it to continue to provide reasonable service to Sentra Corporation's customers. The experience of the owners and members of Sentra Resources as well as their financial resources provide the ability to continue existing services and the potential to expand and improve service.

**VII. The Proposed Transaction is Consistent with the Public Interest**

The transaction will result in the transfer of control of Sentra Corporation to a new owner that will continue to focus on maintaining safe, reliable natural gas distribution. It will be a locally owned company that has the knowledge of and interest in the communities it serves. Because of its local connections, it will be responsive to the needs of Sentra Corporation's customers.

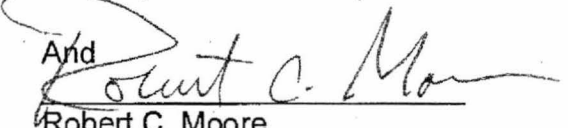
Sentra Corporation will seek to recover in its next rate adjustment application, authorized transaction costs arising from or associated with the transaction, including financing. Sentra Corporation reserves the right to seek recovery in its rates, directly or indirectly, any goodwill or acquisition premium that may be deemed to arise or be associated with the proposed transaction. Sentra Resources will maintain the rates and tariffs currently in effect for Sentra Corporation, but may seek to adjust those rates in accordance with the Commission's regulations. A proposed Adoption Notice is attached as Exhibit 5.

For these reasons, the Joint Applicants request that the Commission enter a final order within sixty (60) days finding that, after the acquisition of Sentra Corporation by Sentra Resources, Sentra Resources will have the financial, technical and managerial abilities to provide reasonable service to Sentra Corporation's customers, that the acquisition is in accordance with the law, for a proper purpose and consistent with the public interest; and approving, under KRS 278.020(6), (7) and KRS 278.300, the acquisition and financing as proposed.

Submitted by:

  
John N. Hughes  
124 W. Todd St.  
Frankfort, KY 40601  
jnhughes@johnnhughespsc.com  
502-227-7270  
Attorney for Sentra Corporation

And

  
Robert C. Moore  
Stites & Harbison PLLC  
421 West Main Street  
Frankfort, KY 40602-0634

Phone: 502-209-1218

Fax: 502-779-8214

[rmoore@stites.com](mailto:rmoore@stites.com)

Attorney for Sentra Resources,  
LLC

AFFIDAVIT

COMMONWEALTH OF KENTUCKY

Affiant, Wesley D. Cleary , after being first sworn, deposes and says he is authorized to on behalf of Sentra Resources. LLC to file this application for approval of transfer and financing, that the statements included in the application as relate to Sentra Resources are true and correct to the best of his knowledge and belief except as to those matters that are based on information provided to him and as to those he believes to be true and correct.

Wesley Cleary

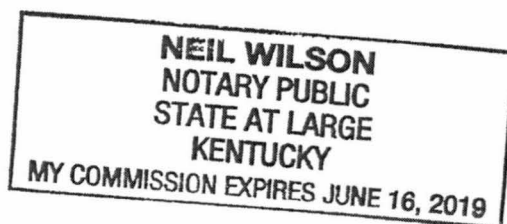
This instrument was produced, signed and sworn  
by Wesley Cleary to be his act and deed the  
28<sup>th</sup> day of February, 2018.

Neil Wilson

Notary Public

Registration Number: \_\_\_\_\_

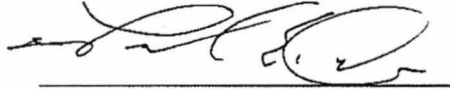
My Commission expires: 6/16/2019



AFFIDAVIT

STATE OF TEXAS

Affiant, Frank E. Day, after being first sworn, deposes and says he is authorized on behalf of Sentra Corporation to file this application for approval of transfer and financing, that the statements included in the application as relate to Sentra Corporation are true and correct to the best of his knowledge and belief except as to those matters that are based on information provided to him and as to those he believes to be true and correct.



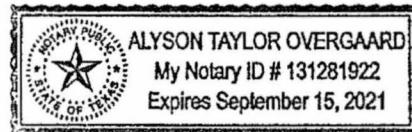
This instrument was produced, signed and sworn by Frank E. Day to be his act and deed the 13<sup>th</sup> day of March, 2018.



Notary Public

Registration Number: 131281922

My Commission expires: 9/21/18



## EXHIBIT 1

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**STOCK PURCHASE AGREEMENT**

**between**

**SENTRA RESOURCES LLC**

**and**

**BLUE RIDGE MOUNTAIN RESOURCES, INC.**

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**Executed on March 6, 2018**

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### **List of Exhibits**

Exhibit A        -        Stock Transfer Power

### **List of Schedules**

Schedule 3.4	Consents
Schedule 3.5	Capitalization
Schedule 3.8	Financial Information
Schedule 3.9	Undisclosed Liabilities
Schedule 3.10	Guarantees
Schedule 3.11	Legal Proceedings
Schedule 3.12	Compliance with Law
Schedule 3.13(a)	Title to Assets
Schedule 3.14	Insurance
Schedule 3.15	Suppliers
Schedule 3.16	Contracts
Schedule 3.18(f)	Environmental and Risk Reports
Schedule 3.19	Accounts Receivable
Schedule 3.20	Employee Benefit Plans
Schedule 3.21	Employment Matters
Schedule 4.3	Buyer Consents

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is entered into this 6<sup>th</sup> day of March, 2017 by and between (i) SENTRA RESOURCES LLC, a Kentucky limited liability company ("Buyer"), and (ii) BLUE RIDGE MOUNTAIN RESOURCES, INC., a Delaware corporation ("Seller").

## RECITALS

A. Seller owns all of the issued and outstanding shares of common stock (the "Shares") of Sentra Corporation, a Kentucky corporation (the "Company").

B. Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares, subject to the terms and conditions set forth herein.

## AGREEMENTS

In consideration of the foregoing preliminary statements and the mutual covenants, representations, warranties and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

### 1. THE CLOSING AND CERTAIN CLOSING DELIVERIES

1.1 Time and Place of Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the principal offices of the Company in Lexington, Kentucky within three (3) business days following satisfaction or waiver of the conditions in Sections 5.12 and 7 of this Agreement (the date of the Closing herein called the "Closing Date").

1.2 Deliveries by Seller. At the Closing, Seller will deliver or cause to be delivered to Buyer the following:

- (a) The Stock Transfer Power required by Section 2.1(b) hereof;
- (b) A certificate of the Secretary of Seller certifying the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby;
- (c) The certificate required under Section 6.2 hereof;
- (d) The written resignations as officers and directors of the Company of those persons who are serving as officers and directors of the Company immediately prior to the Closing; and
- (e) All other documents, instruments and writings required to be delivered by Seller on or prior to the Closing Date pursuant to this Agreement.

1.3 Deliveries by Buyer. At the Closing, Buyer will deliver the following to Seller:

- (a) The Adjusted Purchase Price (defined below), as calculated as of the Closing Date, by wire transfer of immediately available funds to an account designated by Seller;

(b) A copy of the resolutions of Buyer adopting this Agreement and authorizing the transactions contemplated hereby;

(c) The certificate required under Section 7.2 hereof; and

(d) All other documents, instruments and writings required to be delivered by Buyer on or prior to the Closing Date pursuant to this Agreement.

## 2. PURCHASE AND SALE OF SHARES

### 2.1 Transfer of Shares.

(a) Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall transfer to Buyer, free and clear of all claims, charges, liens, security interests, encumbrances and restrictions whatsoever (collectively, “Claims”), the Shares.

(b) Seller shall transfer the Shares to Buyer pursuant to a Stock Transfer Power in substantially the form of Exhibit A and shall provide such other documents and instruments as Buyer or its counsel may reasonably request to consummate the transfer of the Shares to Buyer.

(c) At any time and from time to time after the Closing Date, at the request of Buyer and without further consideration, Seller shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation as may be reasonably requested by Buyer in order to more effectively transfer, convey and assign to Buyer and to confirm Buyer’s title to the Shares.

2.2 Purchase Price. The aggregate purchase price for the Shares shall be Two Hundred Fifty Thousand Dollars (\$250,000) (the “Purchase Price”), subject to adjustment pursuant to Section 2.3 hereof (the “Adjusted Purchase Price”). Buyer has deposited \$10,000 into an escrow account held by Buyer’s counsel, Stites & Harbison PLLC, as consideration for Seller’s agreement under a letter of intent with Buyer to deal exclusively with Buyer in respect of the sale of the Shares (the “Escrow Amount”). If the Closing occurs, the Escrow Amount shall be returned to Buyer. If the Closing does not occur and this Agreement is terminated, the Escrow Amount shall be released to Seller or returned to Buyer, as provided in Section 8 hereof.

### 2.3 Purchase Price Adjustments.

(a) Seller and Buyer have agreed to the Purchase Price, subject to the Net Cash Flow (defined below) adjustment described below in this Section 2.3, on the assumption that the Company’s Effective Closing Date Working Capital will be zero. “Effective Closing Date Working Capital” means (i) the current assets of the Company, excluding cash and intercompany or related party receivables, less (ii) the current liabilities of the Company, excluding intercompany or related party payables, each as calculated as of the opening of business on the Effective Closing Date (defined below). If the Company’s Effective Closing Date Working Capital is not zero, the Purchase Price shall be adjusted at Closing in the following manner: either (1) an increase by an amount, if any, by which the Effective Closing Date Working Capital is positive or (2) a decrease by an amount, if any, by which the Effective Closing Date Working Capital is negative. Seller shall deliver to Buyer not less than two (2)

business days immediately preceding the Closing Date a statement setting forth Seller's good faith determination of the Effective Closing Date Working Capital, together with reasonably supporting documentation of the same.

(b) The parties agree that the Purchase Price will be further adjusted at Closing to cause Buyer to receive the economic benefit (or bear the economic cost) of the Net Cash Flow of the Company's business for the time period commencing on December 1, 2017 (the "Effective Closing Date") and ending at the close of business on the day immediately prior to the Closing Date (the "Adjustment Period"), as determined below under this Section 2.3.

(c) Seller shall deliver to Buyer not less than two (2) business days immediately preceding the Closing Date a statement (the "Initial Adjustment Statement") setting forth Seller's preliminary good faith determination (the "Initial Adjustment Amount") of the Net Cash Flow, together with reasonably supporting documentation of the same. If the Initial Adjustment Amount shown on the Initial Adjustment Statement is a positive number, then the Purchase Price shall be increased by such amount. If the Initial Adjustment Amount shown on the Initial Adjustment Statement is a negative number, then the Purchase Price shall be decreased by such amount.

(d) The "Net Cash Flow" shall be the sum of (in each case, without duplication) (i) a positive amount equal to the aggregate amount of the operating expenses of the Company's business which are incurred by the Company or any of its affiliates with respect to the Adjustment Period (including, for this purpose, prepayments of any such expenses) and paid by the Company or any of its affiliates before the Closing Date and (ii) a negative amount equal to the aggregate operating income of the Company's business received by the Company or any of its affiliates before the Closing Date and attributable to the operation of the Company's business during the Adjustment Period.

(e) After the Closing, Seller shall review the Initial Adjustment Statement and determine the actual Net Cash Flow. On or prior to the ninetieth (90th) day after the Closing Date, Seller shall present Buyer with a statement of the actual Net Cash Flow and such supporting documentation as is reasonably necessary to support the Net Cash Flow shown therein (the "Final Adjustment Statement"). Buyer will give representatives of Seller reasonable access to its premises and to the books and records of Buyer and the Company for purposes of preparing the Final Adjustment Statement and will cause appropriate personnel of Buyer and, if applicable, the Company to assist Seller and Seller's representatives, at no cost to Seller, in the preparation of the Final Adjustment Statement. Seller will give representatives of Buyer and, if applicable, the Company reasonable access to its premises and to its books and records for purposes of reviewing the calculation of Net Cash Flow set forth in the Final Adjustment Statement and will cause appropriate personnel of Seller to assist Buyer and its representatives, at no cost to Buyer or the Company, in verification of such calculation. The Final Adjustment Statement shall become final and binding on Seller and Buyer as to the Net Cash Flow thirty (30) days following the date the Final Adjustment Statement is received by Buyer, except to the extent that prior to the expiration of such thirty (30) day period Buyer shall deliver to Seller notice, as hereinafter required, of its disagreement with the contents of the Final Adjustment Statement. Such notice shall be in writing and set forth all of Buyer's disagreements with respect to any portion of the Final Adjustment Statement, together with Buyer's proposed changes thereto, and shall include an explanation in reasonable detail of, and such supporting

documentation as is reasonably necessary to support, such changes. If Buyer has timely delivered such a notice of disagreement to Seller, then, upon written agreement between Buyer and Seller resolving all disagreements of Buyer set forth in such notice, the Final Adjustment Statement will become final and binding upon Buyer and Seller as to the Net Cash Flow. If the Final Adjustment Statement has not become final and binding by the sixtieth (60th) day following its receipt by Buyer, then Buyer or Seller may submit any unresolved disagreements of Buyer set forth in such notice to Dean Dorton Allen Ford, PLLC (the “Independent Accounting Firm”) who shall be designated to act as an arbitrator and to decide all points of disagreement with respect to the Final Adjustment Statement, such decision to be binding upon Buyer and Seller. The costs and expenses of such arbitrator shall be borne equally by Seller and Buyer. Upon resolution of such unresolved disagreements of Buyer, the Final Adjustment Statement shall be final and binding upon the parties as to the Net Cash Flow. Promptly after the date the Final Adjustment Statement becomes final and binding, Seller or Buyer, as appropriate, shall pay in cash to the other party the amount, if any, by which the Net Cash Flow as shown in the Final Adjustment Statement is less than or exceeds the Initial Adjustment Amount.

(f) The Effective Closing Date Working Capital as determined by Seller shall become final and binding on Buyer thirty (30) days following the date the Final Adjustment Statement is received by Buyer, except to the extent that prior to the expiration of such thirty (30) day period Buyer shall deliver to Seller notice of its disagreement with such Effective Closing Date Working Capital. Such notice shall be in writing and set forth all of Buyer’s disagreements with respect to any portion of the Effective Closing Date Working Capital, together with Buyer’s proposed changes thereto, and shall include an explanation in reasonable detail of, and such supporting documentation as is reasonably necessary to support, such changes. If Buyer has timely delivered such a notice of disagreement to Seller, the provisions of Section 2.3(e) hereof with respect to the final and binding determination of the amount of Net Cash Flow shall apply with respect to the final and binding determination of the amount of Effective Closing Date Working Capital, mutatis mutandis.

(g) The calculation of the adjustments reflected in the Adjusted Purchase Price shall be based on the books and records of the Company and its affiliates as of the Closing and determined using the same methodology as was used to prepare the Financial Statements (defined below).

### 3. REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Buyer as of the date hereof as follows:

3.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of Delaware.

3.2 Power and Authority. Seller (a) has the corporate power and authority to execute, deliver and perform this Agreement and the agreements, schedules, documents and instruments contemplated hereby to be executed and delivered by it (collectively, the agreements, schedules, documents and instruments contemplated by this Agreement shall constitute the “Documents”) and to consummate the transactions contemplated hereby and

thereby, and (b) has taken all necessary corporate action to authorize and approve the execution, delivery and performance of this Agreement and the Documents to be executed and delivered by it and the consummation of the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Seller, and the Documents to be executed and delivered by it, when executed, will be duly and validly executed and delivered by Seller, and, subject to due execution and delivery by Buyer, constitute and will constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

3.3 Organization, Authority and Qualification of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of Kentucky, with full corporate power and authority to conduct its business as it is now being conducted and to own, operate or lease the properties and assets now owned, operated or leased by it. The Company is duly qualified to do business as a foreign entity and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of activities conducted by it, requires such qualification.

3.4 Validity. Neither the execution and delivery of this Agreement or the Documents to which Seller is a party, the consummation of the transactions contemplated hereby or thereby, nor the performance of this Agreement or the Documents to which Seller is a party in compliance with the terms and conditions hereof and thereof, by Seller will, directly or indirectly (with or without notice or lapse of time) (i) violate, conflict with or result in any breach of the corporation formation documents, bylaws or any resolutions adopted by the board of directors or stockholders of either Seller or the Company, (ii) except as disclosed on **Schedule 3.4**, violate, conflict with or result in a breach, default or termination under any contract or agreement to which Seller or the Company is party, except for such defaults as to which requisite waivers or consents have been obtained in writing and provided to Buyer, (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller or the Company or (iv) result in the creation of any Claim upon the Company. Except as disclosed on **Schedule 3.4**, neither the Company nor Seller is or will be required to obtain any consent or approval from or provide any notice to any Person (defined below) in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated by this Agreement and the Documents. “Person” means any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority (defined below), unincorporated organization, trust, association or other legal entity. “Governmental Authority” means any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

3.5 Capitalization.

(a) The authorized capital stock of the Company consists of 1,000 shares of common stock, no par value, of which 100 shares are issued and outstanding and constitute the Shares. All of the Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Seller, free and clear of all Claims, except as disclosed on **Schedule 3.5**. Upon consummation of the transactions contemplated by this Agreement, Buyer shall own all of the Shares, free and clear of all Claims.

(b) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to

the capital stock of the Company or obligating Seller or the Company to issue or sell any shares of capital stock of, or any other interest in, the Company. The Company does not have outstanding or authorized any stock appreciation, phantom stock, profit participation or similar rights. Except as disclosed on **Schedule 3.5**, there are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Shares.

3.6 **No Subsidiaries**. The Company does not own or have any interest in any shares of, or have any other ownership interest in, any other Person.

3.7 **Broker's or Finder's Fee**. No Person acting on behalf of Seller is, or will be, entitled to any commission or broker's or finder's fees from Seller or any affiliate of Seller in connection with any of the transactions contemplated by this Agreement and the Documents.

3.8 **Financial Information**. Attached hereto as **Schedule 3.8** are an unaudited balance sheet and income statement of the Company as of and for the calendar month ended December 31, 2017 (the "**Financial Statements**"). The Financial Statements were prepared in a manner consistent with generally accepted accounting principles and fully, fairly and accurately present in all material respects the financial position of the Company as of such date and for such period. Since the date of the balance sheet included in the Financial Statements (the "**Financial Statement Date**"), the business of the Company has been conducted in all material respects in the ordinary course, consistent with past practices.

3.9 **Undisclosed Liabilities**. Except as disclosed on **Schedule 3.9**, the Company has no liabilities, obligations or commitments of a nature required to be disclosed on the liabilities column of a balance sheet in accordance with generally accepted accounting principles, except (a) those which are reflected or reserved against in the balance sheet included in the Financial Statements and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Financial Statement Date and which do not, individually or in the aggregate, exceed \$5,000.

3.10 **Powers of Attorney; Guarantees**. No power of attorney or similar authorization given by Seller relating to the Shares or the Company presently is in effect or outstanding. Except as disclosed on **Schedule 3.10**, the Company is not a party to or bound by any guarantee of any debt or other obligation of any other Person.

3.11 **Legal Proceedings; Governmental Orders**. Except as disclosed on **Schedule 3.11**, there are no legal proceedings pending or, to the knowledge of Seller, threatened against the Company affecting its business or any of its properties or assets. To the knowledge of Seller, there is no action against any current or former director or employee of the Company with respect to which the Company has, or is reasonably likely to have, an indemnification obligation. To the knowledge of Seller, there are no outstanding governmental orders and no unsatisfied judgments, penalties or awards against or affecting the Company or any of its properties or assets.

3.12 **Compliance with Law; Licenses and Permits**. Except as disclosed on **Schedule 3.12**, the Company is in compliance in all material respects with all laws, rules, regulations and orders of Governmental Authorities (collectively, "**Legal Requirements**") applicable to it or its

operations, properties, assets, products or services. Except as disclosed on **Schedule 3.12**, within the past two years, neither Seller nor the Company has received any notice or other communication (whether oral or written) from any Governmental Authority or other Person regarding (i) any actual, alleged, possible or potential violation by the Company of, or failure of the Company to comply with, any Legal Requirement, or (ii) any actual, alleged, possible or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. To the knowledge of Seller, the Company possesses all franchises, permits, licenses, certificates and consents required from any Governmental Authority in order for the Company to carry on its business as currently conducted and to own and operate its properties and assets as now owned and operated except for those franchises, permits, licenses, certificates or consents which the Company's failure to so possess would not have a material adverse effect on the Company or its financial condition.

3.13 **Title to Assets.**

(a) The Company has good and valid title to, or a valid leasehold interest or easement in, all property reflected in the Financial Statements or acquired by it after the Financial Statement Date, other than properties sold or otherwise disposed of in the ordinary course of business since the Financial Statement Date. Except as disclosed on **Schedule 3.13(a)**, the Company has good and valid title to all assets set forth on the attached **Schedule 3.13(a)**.

(b) The use and operation by the Company of the Company's real property interests in the conduct of the Company's business do not violate in any material respect any law, covenant, condition, restriction, easement, license, permit or agreement. To the knowledge of Seller, there are no actions pending or threatened against or affecting the Company's real property interests or any portion thereof or interest therein in the nature or in lieu of condemnation, quiet title, ejectment or eminent domain proceedings.

3.14 **Insurance.** Seller maintains on behalf of the Company insurance in respect of the Company's properties, assets and business as set forth on the attached **Schedule 3.14**. The insurance policies listed on **Schedule 3.14** are, to the knowledge of Seller, valid, outstanding and enforceable and issued by an insurer that is financially sound and reputable. Neither Seller nor the Company (i) has received notice of cancellation or non-renewal of any such policy, (ii) is aware of any threatened or proposed cancellation or non-renewal of any such policy and (iii) has received notice of any insurance premium under any such policy which will be materially increased in the future. There are no outstanding claims by the Company under any such policy which have gone unpaid for more than 45 days or as to which the insurer has disclaimed liability.

3.15 **Suppliers.** Except as disclosed on **Schedule 3.15**, the Company has not received any written notice, and the Company has no reason to believe, that any of the Company's suppliers have ceased, or intend to cease, to supply goods or services to the Company or to otherwise terminate or materially reduce its relationship with the Company.

3.16 **Outstanding Contracts.** **Schedule 3.16** sets forth a list of each existing contract, agreement, lease, commitment and license of the Company, other than contracts with the Company's customers, which involves obligations or commitments of the Company of an amount or value in excess of \$25,000 and that is not cancelable by the Company without penalty on thirty (30) days or less notice (the "**Contracts**"). Seller has made available to Buyer true,

correct and complete copies of all of the Contracts specified on Schedule 3.16 which are in Seller's or the Company's possession. To the knowledge of Seller, all of the Contracts are in full force and effect and enforceable in accordance with their terms. To the knowledge of Seller, each of the Company and the other party thereto has materially performed all the obligations required to be performed by it thereunder, has received no notice of default thereunder and is not in default (with due notice or lapse of time or both) thereunder.

3.17 Taxes. All federal, state, local and foreign tax returns and tax reports required to be filed by or on behalf of the Company, either separately or as a group, on or before the date hereof have been filed (on a timely basis since January 1, 2014) with the appropriate Governmental Authorities in all jurisdictions in which such returns and reports are required to be filed and all amounts shown as owing thereon have been paid. All taxes owed by the Company in connection with the Company (including, without limitation, income, accumulated earnings, property, sales, use, franchise, excise, license, value added, fuel, employees' income withholding and social security taxes) which have become due or payable have been paid. All taxes required to be collected or withheld by the Company or by Seller on behalf of the Company have been duly collected or withheld and, to the extent required, have been paid to the proper Governmental Authority.

3.18 Environmental Matters.

(a) To the knowledge of Seller, there is no pending or threatened claim, lawsuit, agency proceeding, or other action or proceeding arising under Environmental Laws concerning the Company or its operations.

(b) To the knowledge of Seller, the Company has obtained and is in material compliance with all Environmental Permits necessary for the ownership, lease, operation or use of the business or assets of the Company and all such Environmental Permits are in full force and effect.

(c) To the knowledge of Seller, no real property currently owned, operated or leased by the Company is listed on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) To the knowledge of Seller, there has been no release of Hazardous Materials in contravention of Environmental Laws with respect to the business or assets of the Company or any real property currently owned, operated or leased by the Company, and, since January 1, 2014, neither the Company nor the Seller has received any notice that any real property currently or formerly owned, operated or leased in connection with the business of the Company (including soils, groundwater, surface water, buildings and other structure located on any such real property) has been contaminated with any Hazardous Material which could reasonably be expected to result in a claim against, or a violation of Environmental Laws or term of any Environmental Permit by, the Company.

(e) To the knowledge of Seller, the Company has not retained or assumed, by contract or operation of law, any liabilities or obligations of third parties under Environmental Laws.

(f) Seller has provided or otherwise made available to Buyer and listed in **Schedule 3.18(f)** any and all environmental reports, studies, audits, records, sampling data, site assessments and risk assessments with respect to the business or assets of the Company or any real property currently or formerly owned, operated or leased by the Company that are known by Seller to exist, that are in the possession or control of Seller and that relate to the Company's compliance with Environmental Laws or the release of Hazardous Materials.

(g) As used in this Section 3.18, the term "Environmental Laws" shall mean any federal, state, local or other law, ordinance, code, regulation, order or decree issued, promulgated or entered into by any Governmental Authority, relating to the environment, preservation or reclamation of natural resources, or to Hazardous Materials.

(h) As used in this Section 3.18, the term "Environmental Permit" shall mean any permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized or made by a Governmental Authority pursuant to Environmental Laws.

(i) As used in this Section 3.18, the term "Hazardous Materials" shall mean any flammable, explosives, radioactive materials, asbestos, presumed asbestos-containing material polychlorinated biphenyls ("PCBs"), pollutants, contaminants, hazardous wastes, toxic substances or related materials, urea formaldehyde, petroleum and petroleum products.

3.19 Accounts Receivable. A list of all accounts receivable due to the Company as of the date hereof is set forth on **Schedule 3.19** (the "Accounts Receivable"). Such Accounts Receivable represent valid obligations arising from services actually performed by the Company in the ordinary course of business.

3.20 Employee Benefit Matters.

(a) Each "employee benefit plan," within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and each material fringe benefit, deferred compensation, severance, stock option, stock appreciation rights, incentive and bonus plan maintained by Company or to which the Company contributes (or has an obligation to contribute), in each case for the benefit of current or former employees of the Company (each, an "Employee Benefit Plan") is listed on **Schedule 3.20**. Each Employee Benefit Plan that is intended to be "qualified" within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), has received, or has timely requested, a favorable determination letter or opinion letter from the Internal Revenue Service, and, to the knowledge of Seller, no event has occurred and no condition exists that would reasonably be expected to result in the revocation of, or failure to issue, any such determination letter or opinion letter. No Employee Benefit Plan is covered by Title IV of ERISA.

(b) Since January 1, 2014, the Company has not (i) incurred any material liability under Title IV of ERISA or related provisions of the Code relating to employee benefit plans; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any employee benefit plan (within the meaning of Section 3(3) of ERISA); or (iv) to the knowledge of Seller, engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c) of ERISA.

### 3.21 Employment Matters.

(a) All compensation, including wages, commissions and bonuses, payable to employees, independent contractors or consultants of the Company for services performed on or prior to the date hereof have been paid in full or will be paid in full in the ordinary course and consistent with past practice and there are no outstanding agreements, understandings or commitments of the Company with respect to any employment, compensation, commissions or bonuses other than as set forth on **Schedule 3.21**, which schedule sets forth the Company's present employees and such compensation, including, benefits paid or payable to such employees.

(b) The Company is not, and since January 1, 2014 has not been, a party to, bound by, or negotiating any collective bargaining agreement or other contract with a union, works council or labor organization (collectively, "Union"), and there is not any Union representing or purporting to represent any employee of the Company. To the knowledge of Seller, no Union or group of employees is seeking or has sought to organize employees of the Company for the purpose of collective bargaining.

(c) To the knowledge of Seller, the Company is in material compliance with all applicable Laws pertaining to employment and employment practices, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance. All individuals characterized and treated by the Company as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. All employees classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. There are no actions against the Company pending, or to the knowledge of Seller, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant, volunteer, intern or independent contractor of the Company, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wage and hours or any other employment related matter arising under applicable Laws.

## 4. REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to Seller as of the date hereof as follows:

4.1 Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky.

4.2 Power and Authority. Buyer (a) has the limited liability company power and authority to execute, deliver and perform this Agreement and the Documents to be executed by it and to consummate the transactions contemplated hereby and thereby, and (b) has taken all

necessary limited liability company action to authorize and approve the execution, delivery and performance of this Agreement and the Documents to be executed by it and the consummation of the transactions contemplated hereby and thereby. This Agreement and the Documents to which Buyer is a party have been duly and validly executed and delivered by Buyer and, subject to due execution and delivery by Seller, constitute and will constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms.

4.3 Validity. Neither the execution and delivery of this Agreement or the Documents to which Buyer is a party, the consummation of the transactions contemplated hereby or thereby, nor the performance of this Agreement or the Documents to which Buyer is a party in compliance with the terms and conditions hereof and thereof, by Buyer will, directly or indirectly (with or without notice or lapse of time), (i) violate, conflict with or result in any breach of the limited liability company formation documents, bylaws or any resolutions adopted by the board of directors or stockholders of Buyer, (ii) violate, conflict with or result in a breach, default or termination under any contract or agreement to which Buyer is party, except for such defaults as to which requisite waivers or consents have been obtained in writing and provided to Seller, (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or (iv) result in the creation of any Claim upon Buyer. Except as disclosed on **Schedule 4.3**, Buyer is not and will not be required to obtain any consent or approval from or provide any notice to any Person in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated by this Agreement and the other Documents.

4.4 Broker's or Finder's Fee. No Person acting on behalf of Buyer is, or will be, entitled to any commission or broker's or finder's fees from Buyer or any affiliate of Buyer in connection with any of the transactions contemplated this Agreement and the Documents.

4.5 Accredited Investor. Buyer is an experienced and knowledgeable investor in the business in which the Company is engaged. Prior to entering into this Agreement, Buyer was advised by its counsel and such other Persons it has deemed appropriate concerning this Agreement and has relied solely on an independent investigation and evaluation of, and appraisal and judgment with respect to, the business, assets and operations of the Company. Buyer is an "accredited investor," as such term is defined in Regulation D under the Securities Act of 1933, as amended, and will acquire the Shares for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any state blue sky laws or any other securities laws. Buyer acknowledges that the Shares are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended, or pursuant to an applicable exemption therefrom and subject to state securities laws. Buyer is able to bear the economic risk of holding the Shares for an indefinite period (including total loss of its investment) and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

4.6 Escrow Amount. Buyer has deposited the Escrow Amount with Stites & Harbison PLLC, and the Escrow Amount will be maintained with Stites & Harbison PLLC until returned to Buyer or released to Seller as provided in this Agreement.

## 5. COVENANTS AND AGREEMENTS

5.1 Cooperation. Each of the parties hereto shall use its commercially reasonable efforts to perform and fulfill all conditions to be performed or fulfilled by it hereunder to the end that the transactions contemplated hereby will be fully and timely consummated. After Closing, Seller and Buyer each agrees to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other for carrying out the purposes of this Agreement or any Document.

5.2 Consents. Each of the parties hereto shall use its commercially reasonable efforts to procure and complete, on reasonable terms and conditions, all consents, approvals, filings, registrations and certificates, and to satisfy all other requirements prescribed by law, which are necessary for the consummation of the transactions contemplated by this Agreement.

5.3 Investigations. Seller shall give Buyer and its employees, accountants, attorneys and other authorized representatives full access during all reasonable times to all of the Company's premises, properties, books and records as Buyer shall from time to time reasonably request. Any investigation shall be conducted in a manner which does not unreasonably interfere with Seller's or the Company's business operations. All investigations and due diligence conducted by Buyer or any of Buyer's representatives shall be conducted at Buyer's sole cost, risk and expense and any conclusions made from any examination done by Buyer or any of Buyer's representatives shall result from Buyer's own independent review and judgment. Seller or its designee shall have the right to accompany Buyer and its representatives whenever they are on site on Seller's or the Company's premises or properties.

IN CONNECTION WITH GRANTING SUCH ACCESS AS CONTEMPLATED BY THIS SECTION 5.3, AND EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR THE COMPANY, BUYER WAIVES AND RELEASES ALL CLAIMS AGAINST SELLER AND THE COMPANY FOR INJURY TO, OR DEATH OF, PERSONS, OR DAMAGE TO PROPERTY, IN CONNECTION WITH THE PERFORMANCE BY BUYER OF ITS INVESTIGATIONS AND DUE DILIGENCE AND BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND THE COMPANY FROM AND AGAINST ALL SUCH CLAIMS REGARDLESS OF WHETHER ANY OF SUCH CLAIMS MAY BE ATTRIBUTABLE, IN WHOLE OR IN PART, TO THE STRICT LIABILITY OR NEGLIGENCE OF SELLER OR THE COMPANY.

5.4 Conduct of Business in the Ordinary Course. From the date of this Agreement until the Closing Date, the Company's operations shall be conducted only in the ordinary course and consistent with past practice. Seller shall use its commercially reasonable efforts to keep the Company's organization intact, keep available the services of the Company's present employees and preserve the goodwill of the Company's suppliers, customers and others having business relations with it.

5.5 [Intentionally Deleted]

5.6 Transition Period. For a period of 90 days following the Closing, Seller will make Mr. Brint Camp and Mr. Kimble Reid available during normal business hours for up to one

hour per week to provide transition assistance to Buyer and to provide to Buyer information reasonably requested by Buyer in connection with collecting any accounts receivable of the Company; provided, however, that Seller shall not have any obligation to make Mr. Camp or Mr. Reid available pursuant to this Section 5.6 if such person is no longer employed by Seller or an affiliate of Seller.

5.7 Notification. Seller shall provide Buyer with prompt written notice of any event or circumstance occurring after the date hereof which, to the knowledge of Seller, makes any of its representations and warranties in this Agreement untrue.

5.8 Tax Matters. All transfer, documentary, sales, use, stamp, registration and other taxes incurred in connection with the consummation of the transactions contemplated by this Agreement (“Transfer Taxes”) shall be borne by Buyer. Seller and Buyer agree to use their commercially reasonable efforts to mitigate, reduce or eliminate any Transfer Taxes, and to obtain any certificate or other document from any Governmental Authority or any other Person as may be reasonably necessary to mitigate, reduce or eliminate any Transfer Taxes, that could be imposed on Seller or Buyer under applicable law as a result of the consummation of the transactions contemplated by this Agreement. Seller and Buyer shall cooperate with one another in the preparation of any necessary tax returns and other related documentation with respect to Transfer Taxes (including any exemption certificates and forms) as each may reasonably request to establish an exemption from (or otherwise reduce) or make a report with respect to Transfer Taxes.

5.9 Further Assurances. Buyer and Seller shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement, the other Documents and the transactions contemplated hereby and thereby.

5.10 Non-Solicitation.

(a) For a period of three years commencing on the Closing Date (the “Restricted Period”), Seller shall not, and shall not permit any of its controlled affiliates to, directly or indirectly, hire or solicit any employee of the Company or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; provided, that nothing in this Section 5.10(a) shall prevent Seller or any of its controlled affiliates from hiring any employee whose employment has been terminated by the Company or Buyer.

(b) During the Restricted Period, Seller shall not, and shall not permit any of its controlled affiliates to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Company or potential clients or customers of the Company for purposes of diverting their business or services from the Company.

(c) Seller acknowledges that a breach or threatened breach of this Section 5.10 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(d) Seller acknowledges that the restrictions contained in this Section 5.10 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.10 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law. The covenants contained in this Section 5.10 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

5.11 Governmental Approvals. Within five (5) business days of signing this Agreement, Seller will make all filings required with the Kentucky Public Service Commission (the “PSC”) for the transfer of ownership of the Shares, including but not limited to a joint application for approval of the transfer (the “Joint Application”). Buyer agrees to cooperate and assist Seller in the proceeding before the PSC in order to obtain approval of the Joint Application for the transfer of the Shares to Buyer. Buyer and Seller shall each bear one-half of the cost of all filing or application fees payable to the PSC with respect to the transactions contemplated by this Agreement, regardless of whether Buyer, Seller or any affiliate of either of them is required to make the payment. In addition, each party hereto shall, as promptly as possible, use commercially reasonable efforts to make and obtain, or cause to be made and obtained, all filings, submissions, consents, authorizations, orders and approvals with or from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each party shall cooperate in all reasonable respects with the other party and its affiliates in promptly making and seeking to obtain all such filings, submissions, consents, authorizations, orders and approvals.

5.12 Release. In consideration of the execution, delivery and performance of this Agreement by the parties, effective as of the Closing, Buyer and the Company and their affiliates (collectively, “Buyer Parties”) hereby RELEASE, ACQUIT AND FOREVER DISCHARGE Seller, each Person who is an affiliate of Seller after the Closing and each Person who was a director, manager or officer of the Company at any time prior to the Closing (collectively, “Seller Parties”), from any claim, liability, obligation, loss, damage, assessment, judgment, cost and expense of any kind or character, including reasonable attorneys’ fees and expenses, that any Buyer Party ever had or may at Closing have against any Seller Party and that have accrued or arisen prior to the Closing, including any intercompany accounts receivable owed by any Seller

Parties; provided, however, that nothing in this Section 5.9 shall be deemed to release any rights or obligations under this Agreement or any Document.

5.13 Records; Customer Payments. Seller shall deliver to Buyer, at Buyer's sole cost and expense, at or within five (5) business days after the Closing, all books and records of the Company in Seller's possession or control. For the avoidance of doubt, books and records that pertain in any respect to Seller or Magnum Hunter Production, Inc. or such Person's business or operations, even if such books and records also pertain in some respect to the Company, shall not be considered books and records of the Company. If Seller receives after the Closing Date any payments from customers of the Company that are the property of the Company, Seller shall promptly forward such payments to Buyer. For the avoidance of doubt, operating income of the Company received by the Company or its affiliates prior to the Closing Date shall be retained by Seller.

## 6. CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer to make deliveries to Seller pursuant to Section 1.3 hereof and to consummate the other transactions contemplated hereby are subject to the satisfaction, on or before the Closing Date, of the following conditions, each of which may be waived by Buyer in its sole discretion:

6.1 Consents. Each of the consents or approvals required in connection with the consummation of the transactions contemplated by this Agreement or the Documents shall have been obtained and shall be in full force and effect.

6.2 Representations, Warranties and Covenants. The representations and warranties of Seller herein contained (considered individually and collectively) shall be true in all material respects as stated herein, both when made and with the same effect as though made again as of the Closing Date except to the extent of changes permitted by the terms of this Agreement. Seller shall in all material respects have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date. In addition, Seller shall have delivered to Buyer its certificate dated as of the Closing Date, and signed by its duly authorized officer, to the effect that, except as disclosed in the certificate, Seller does not know of any breach of any representation or warranty made by Seller in this Agreement or of any failure to perform any covenant made by Seller herein.

6.3 No Actions, Suits or Proceedings. As of the Closing Date, no action, suit, investigation or proceeding brought by any Person (other than a matter initiated by Buyer or an affiliate thereof) shall be pending or threatened before any court or governmental body to restrain, prohibit, restrict or delay, or to obtain damages or a discovery order in respect of, this Agreement or the consummation of the transactions contemplated hereby. No order, decree or judgment of any court or governmental body shall have been issued restraining, prohibiting, restricting or delaying the consummation of the transactions contemplated by this Agreement.

6.4 Governmental Consent. Seller shall have received the consent or approval of the PSC, in form and substance reasonably satisfactory to Buyer, pursuant to the Joint Application, and such consent or approval shall not have been revoked.

6.5 Closing Documents. Seller shall have delivered all of the certificates, documents and instruments required by this Agreement to be delivered by it on or prior to the Closing Date.

## 7. CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller to make deliveries to Buyer pursuant to Section 1.2 hereof and to consummate the other transactions contemplated hereby are subject to the satisfaction, on or before the Closing Date, of the following conditions, each of which may be waived by Seller in its sole discretion:

7.1 Consents. Each of the consents or approvals required in connection with the consummation of the transactions contemplated by this Agreement or the Documents shall have been obtained and shall be in full force and effect.

7.2 Representations, Warranties and Covenants. The representations and warranties of Buyer herein contained (considered individually and collectively) shall be true in all material respects as stated herein, both when made and with the same effect as though made again as of the Closing Date except to the extent of changes permitted by the terms of this Agreement. Buyer shall in all material respects have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date. In addition, Buyer shall have delivered to Seller its certificate dated as of the Closing Date, and signed by one of its officers, to the effect that, except as disclosed in the certificate, Buyer does not know of any breach of any representation or warranty made by Buyer in this Agreement or of any failure to perform any covenant made by the Buyer herein.

7.3 No Actions, Suits or Proceedings. As of the Closing Date, no action, suit, investigation or proceeding brought by any Person (other than a matter initiated by Seller or an affiliate thereof) shall be pending or threatened before any court or governmental body to restrain, prohibit, restrict or delay, or to obtain damages or a discovery order in respect of, this Agreement or the consummation of the transactions contemplated hereby. No order, decree or judgment of any court or governmental body shall have been issued restraining, prohibiting, restricting or delaying the consummation of the transactions contemplated by this Agreement.

7.4 Governmental Consent. Seller shall have received the consent or approval of the PSC, in form and substance reasonably satisfactory to Seller, pursuant to the Joint Application, and such consent or approval shall not have been revoked.

7.5 Closing Documents. Buyer shall have delivered all of the certificates, documents and instruments required by this Agreement to be delivered by it on or prior to the Closing Date.

## 8. TERMINATION

This Agreement may be terminated at any time before the Closing:

8.1 Date Certain. By Buyer or Seller if the transactions contemplated by this Agreement have not been consummated on or before June 4, 2018, provided no party shall be entitled to terminate this Agreement under this Section 8.1 or Section 8.3 if the Closing has

failed to occur because such party failed to perform or observe in any material respect its covenants and agreements hereunder or such party is in material breach of its representations and warranties set forth herein.

8.2 Mutual Consent. By the mutual written consent of Buyer and Seller.

8.3 Failure to Obtain PSC Approval. By Buyer or Seller if the PSC does not approve the Joint Application.

8.4 Breaches. By Buyer or Seller if the other party has failed to perform or observe in any material respect its covenants and agreements hereunder or the other party is in material breach of its representations and warranties set forth herein, if such terminating party has provided notice of such failure or breach to the other party and such failure or breach (if capable of being cured) has not been cured within thirty (30) days after such notice has been provided.

If this Agreement is terminated for any reason other than (a) by Buyer under Section 8.4 hereof or (b) under Section 8.3 hereof (provided that Buyer has performed its covenants and agreements under Sections 5.2 and 5.8 hereof), the Escrow Amount shall be immediately released to Seller. If this Agreement is terminated as described in clause (a) or (b) of the immediately preceding sentence, the Escrow Amount shall be returned to Buyer. Termination of this Agreement shall not relieve a party for any liability it may have for any breach of this Agreement, and the non-breaching party shall have all rights and remedies available to it under this Agreement, at law or in equity, in addition to the right to the return or release to such party of the Escrow Amount.

## 9. SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties of Seller in this Agreement and the Documents (including the representations, warranties and affirmations given in the certificates delivered at Closing) shall survive the Closing for a period of twelve (12) months; provided, however, that the representations and warranties contained in Sections 3.1, 3.2, 3.5 and 3.17 shall survive until the expiration of the applicable statute of limitations. The remainder of this Agreement shall survive the Closing without time limit except as may otherwise be expressly provided herein. Representations, warranties, covenants and agreements shall be of no further force and effect after the date of their expiration (if applicable), provided that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant or agreement prior to its expiration date.

9.2 Indemnification by Seller. Subject to the terms and limitations in this Section 9, after the Closing, Seller shall indemnify, defend and hold harmless Buyer and its affiliates, directors, officers, shareholders, and agents (the "Buyer Indemnitees") from and against any claim, liability, obligation, loss, damage, assessment, judgment, cost and expense of any kind or character, including reasonable attorneys' fees and expenses ("Indemnified Damages"), arising out of or in any manner incident, relating or attributable to:

(a) any inaccuracy in any representation or breach of any warranty of Seller contained in Section 3 of this Agreement; or

(b) any breach or failure by Seller to perform or observe, or to have performed or observed, in full, any covenant or agreement to be performed or observed by it under this Agreement.

9.3 Notice to Seller. If any of the matters as to which Buyer Indemnitees are entitled to receive indemnification under Section 9.2 should entail litigation with or claims asserted by parties other than Seller, Buyer shall give Seller prompt notice thereof and Seller shall have the right, at its expense, to control such claim or litigation upon prompt notice to Buyer of its election to do so. To the extent requested by Seller, Buyer, at its expense, shall cooperate with and assist Seller in connection with such claim or litigation. Buyer shall have the right to appoint, at its expense, legal counsel to consult with and remain advised by Seller in connection with such claim or litigation. Seller shall have final authority to determine all matters in connection with such claim or litigation; provided, however, that Seller shall not settle any third party claim without the consent of Buyer, which shall not be unreasonably denied or delayed.

9.4 Indemnification by Buyer. After the Closing, Buyer shall indemnify, defend and hold harmless Seller and its affiliates, directors, officers, shareholders and agents (the "Seller Indemnitees") from and against Indemnified Damages, arising out of or in any manner incident, relating or attributable to:

(a) any inaccuracy in any representation or breach of warranty of Buyer contained in Section 4 of this Agreement;

(b) any failure by Buyer to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement; or

(c) the operation of the business or assets of the Company from and after the Closing Date.

9.5 Notice to Buyer. If any of the matters as to which Seller Indemnitees are entitled to receive indemnification under Section 9.4 should entail litigation with or claims asserted by parties other than Buyer, Seller shall give Buyer prompt notice thereof and Buyer shall have the right, at its expense, to control such claim or litigation upon prompt notice to Seller of its election to do so. To the extent requested by Buyer, Seller, at its expense, shall cooperate with and assist Buyer in connection with such claim or litigation. Seller shall have the right to appoint, at its expense, legal counsel to consult with and remain advised by Buyer in connection with such claim or litigation. Buyer shall have final authority to determine all matters in connection with such claim or litigation; provided, however, that Buyer shall not settle any third party claim without the consent of Seller, which shall not be unreasonably denied or delayed.

9.6 Limitations.

(a) Neither Seller nor Buyer shall have any liability for any indemnification under this Section 9 for an individual matter until and unless the amount of the liability for Indemnified Damages with respect to which the indemnifying party admits (or it is otherwise finally determined that indemnifying party has) an obligation to indemnify the Buyer Indemnities

or Seller Indemnitees, respectively, pursuant to the terms of this Section 9 exceeds \$5,000.00 (the “Individual Indemnity Threshold”). Without limiting the foregoing and except with respect to Indemnified Damages arising under Section 9.4(c), neither Seller nor Buyer shall have any liability for any indemnification under this Section 9 until and unless the aggregate amount of the liability for all Indemnified Damages (i) for which claim notices are delivered by indemnified party to indemnifying party, (ii) with respect to which indemnifying party admits (or it is otherwise finally determined that indemnifying party has) an obligation to indemnify Buyer Indemnitees or Seller Indemnitees, respectively, pursuant to the terms of this Section 9 and (iii) which exceed the Individual Indemnity Threshold, exceeds \$25,000.00, and then only to the extent such Indemnified Damages exceed \$25,000.00.

(b) Notwithstanding anything to the contrary contained elsewhere in this Agreement, but except with respect to Indemnified Damages arising under Section 9.4(c), neither Seller nor Buyer shall be required to indemnify Buyer Indemnitees or Seller Indemnitees, respectively, under this Section 9 for aggregate Indemnified Damages in excess of \$75,000.00.

(c) The amount of any Indemnified Damages for which a party is entitled to indemnity under this Section 9 shall be reduced by the amount of insurance proceeds realized by the indemnified party or its affiliates with respect to such Indemnified Damages (net of any collection costs).

(d) Neither Seller nor Buyer shall have any obligation or liability under this Agreement or in connection with or with respect to the transactions contemplated by this Agreement for any breach, misrepresentation or noncompliance with respect to any representation, warranty, covenant, indemnity or obligation if such breach, misrepresentation or noncompliance shall have been waived in writing by Buyer or Seller, respectively. **The indemnifications provided in this Section 9 shall be the sole and exclusive remedy after the Closing for claims for breaches of any representations, warranties, covenants and agreements contained in this Agreement or any Document or any claims arising from the transactions contemplated hereby or thereby.** Notwithstanding anything to the contrary in this Agreement, Seller is not assuming and will not assume any obligations or liabilities of the Company, whether such obligations or liabilities are incurred or accrued before, on or after the date of this Agreement; provided that the foregoing shall not limit Seller’s indemnification obligations under this Section 9.

## 10. MISCELLANEOUS

10.1 Knowledge of Seller. For purposes of this Agreement, the term “knowledge” when applied to Seller shall mean the current, actual knowledge of Mr. Brint Camp, after making reasonable inquiry of Mr. Johnny Jones, Field and Maintenance Supervisor.

10.2 Dispute Resolution; Venue. In the event of a dispute between Buyer and Seller regarding this Agreement, the parties agree to negotiate in good faith to resolve the dispute. In the event such negotiation does not lead to a resolution, the parties agree to make a good faith effort to resolve the dispute by nonbinding mediation. In the absence of agreement on mediator selection and mediation procedures, the mediation shall be conducted according to the then applicable mediation rules of the American Arbitration Association. The cost of the mediation shall be equally shared by the parties. Should mediation not result in resolution of the dispute,

the dispute shall be decided in the federal or state courts of Fayette County, Kentucky, which shall have exclusive venue and jurisdiction over such controversy. Each party (a) irrevocably submits to the exclusive jurisdiction of such courts, (b) waives any objection to laying venue in any such action or proceeding in such courts, (c) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over it and (d) agrees that service of process upon it may be effected by mailing a copy thereof by registered mail, postage prepaid, to it at its address specified in Section 10.6.

10.3 Schedules. In the event of any inconsistency between the statements in the body of this Agreement and those in the Schedules (other than an exception clearly and expressly set forth in such Schedules with respect to a specifically identified representation or warranty), the statements in the body of this Agreement shall control.

10.4 Publicity. Neither Seller nor Buyer, nor any affiliate thereof, shall make any press release or public disclosure or statement regarding the existence of this Agreement, the contents hereof or the transactions contemplated hereby without the prior written consent of Buyer (in the case of announcements by Seller or its affiliates) or Seller (in the case of announcements by Buyer or its affiliates), which consent shall not be unreasonably withheld or delayed; provided, however, the foregoing shall not restrict disclosures by any party (i) to the extent that such disclosures are required by applicable laws, (ii) to Governmental Authorities and other Persons having rights of consent or other rights that may be applicable to the transactions contemplated by this Agreement, as reasonably necessary to provide notices, seek waivers, amendments or terminations of such rights, or seek such consents, (iii) to such party's investors, members and lenders, subject to an obligation of confidentiality with respect to such information or (iv) if such party issues a press release no earlier than two (2) business days after providing the other party an opportunity to review such press release and provided such press release does not disclose the identity of the other party. The parties agree that neither Buyer nor Seller will have an adequate remedy at law if any of the foregoing Persons violate (or threaten to violate) any of the terms of this Section 10.4. In such event, Buyer or Seller, as applicable, shall have the right, in addition to any other it may have, to obtain injunctive relief to restrain any breach or threatened breach of the terms of this Section 10.4.

10.5 Contacts. Seller and Buyer shall reasonably consult with each other concerning the means by which the Company's employees, customers, suppliers and others having dealings with the Company will be informed of this Agreement and the transactions contemplated hereby.

10.6 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by prepaid, recognized overnight courier, (iii) made by electronic mail or facsimile transmission or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

If to Buyer:

SENTRA RESOURCES LLC  
Attention: Wesley Cleary  
2006 Edmonton Road  
Tompkinsville, KY 42167  
info@sentrareources.com

w/a copy to (which shall not constitute notice):

Stites & Harbison, PLLC  
Attention: David E. Longenecker  
250 West Main Street  
Suite 2300  
Lexington, KY 40507  
Email: DLongenecker@stites.com

If to Seller:

Blue Ridge Mountain Resources, Inc.  
Attention: Chris Hutchison  
122 West John Carpenter Freeway  
Suite 300  
Irving, TX 75039  
Email: chutchison@brmresources.com

All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, (iii) if made by electronic mail or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise or (iv) if sent by registered or certified mail, on the fifth business day following the day such mailing is sent. The address of any party herein may be changed at any time by written notice to the other party.

10.7 Entire Agreement. Except for the letter agreement regarding confidential information, dated August 1, 2017 between Seller and Cleary Construction, Inc., which shall remain in full force and effect, this Agreement and the Documents embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to the subject matter hereof. No statements, representation, warranty, covenant or agreement of any kind not expressly set forth in the Documents or such Confidentiality Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

10.8 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

10.9 Assignment: Binding Effect. Neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto without the prior written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10.10 Parties in Interest. Except as provided in Section 9, nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Except as provided in Section 9, nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no Person shall be regarded as a third-party beneficiary of this Agreement.

10.11 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of laws principles thereof.

10.12 Severability. In the event that any tribunal of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

10.13 Interpretation. The parties hereto acknowledge and agree that (i) the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

10.14 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of, any of the terms or provisions hereof.

10.15 Terms. Common nouns and pronouns refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require. Any reference to statutes or laws include all amendments, modifications or replacements of the specific sections and provisions concerned.

10.16 Reliance. The parties hereto agree that, notwithstanding any right of either party to this Agreement to investigate the affairs of the other party to this Agreement, the party having such right to investigate shall have the right to rely fully upon the representations and warranties of the other party expressly contained herein.

10.17 Expenses. Except as otherwise provided herein, each party shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) incurred in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

10.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

10.19 Facsimiles. The exchange of copies of this Agreement and of the signature page by facsimile transmission or scanned and emailed transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or scanned and emailed shall be deemed their original signatures for all purposes.

10.20 Limitation on Damages. Notwithstanding anything to the contrary contained herein but without limitation of Section 8, neither Buyer nor Seller, nor any of their respective Buyer Indemnitees or Seller Indemnities, shall be entitled to indirect, consequential, special, exemplary or punitive damages in connection with this Agreement and the transactions contemplated hereby, and Buyer and Seller, for themselves and on behalf of such indemnitees, hereby expressly waive any right to indirect, consequential, special, exemplary or punitive damages in connection with this Agreement and the transactions contemplated hereby, including in each case any damages on account of lost profits, lost opportunities or business interruption. For purposes of the foregoing, actual damages may, however, include indirect, consequential, special, exemplary or punitive damages to the extent (i) the injuries or losses resulting in or giving rise to such damages are incurred or suffered by a Person which is not a Seller Indemnitee or a Buyer Indemnitee or an affiliate of any of the foregoing and (ii) such damages are recovered against an indemnified person hereunder by a Person which is not a Seller Indemnitee or a Buyer Indemnitee or an affiliate of any of the foregoing.

10.21 Specific Performance. Notwithstanding anything to the contrary herein, if a party has the right to terminate this Agreement under Section 8 and the other party has failed to perform or observe in any material respect any of its agreements or covenants contained herein which are to be performed or observed at or prior to Closing, or is in material breach of its representations and warranties set forth herein, in lieu of terminating this Agreement or seeking its other remedies provided for herein, it may seek specific performance of this Agreement without the necessity of posting bond or furnishing other security. Each party understands and agrees that the other party may suffer irreparable damage as a result of it failing to perform or observe in any material respect any of its agreements or covenants contained herein which are to be performed or observed at or prior to Closing or being in material breach of its representations and warranties set forth herein. Accordingly, each party waives any right it may have to challenge the enforceability of this Agreement by a decree of specific performance and agrees it will not argue in any proceeding that the requirements for specific performance have not been met or that monetary damages constitute a sufficient remedy or make any other argument in opposition to the specific performance of this Agreement.

*[Signature Page Follows]*

## SIGNATURES

Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

**Buyer:** SENTRA RESOURCES LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Seller:** BLUE RIDGE MOUNTAIN RESOURCES,  
INC.

By: \_\_\_\_\_

John K. Reinhart

President and Chief Executive Officer

Exhibit A to  
Stock Purchase Agreement

**ASSIGNMENT AND STOCK POWER**

**FOR VALUED RECEIVED**, Blue Ridge Mountain Resources, Inc., a Delaware corporation, hereby sells, assigns and transfers unto Sentra Resources LLC, ONE HUNDRED (100) shares of common stock of Sentra Corporation, a Kentucky corporation (the "Corporation"), standing in its name on the books of the Corporation represented by the attached Certificate No. C-1 herewith, and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney-in-fact to transfer the said shares on the books of the Corporation with full power of substitution in the premises.

Date: \_\_\_\_\_

BLUE RIDGE MOUNTAIN RESOURCES, INC.

By: \_\_\_\_\_  
John K. Reinhart  
President and Chief Executive Officer

**DISCLOSURE SCHEDULES TO**  
**STOCK PURCHASE AGREEMENT**  
**BY AND BETWEEN**  
**BLUE RIDGE MOUNTAIN RESOURCES, INC.,**  
**AS SELLER**  
**AND**  
**SENTRA RESOURCES LLC,**  
**AS BUYER**

DATED AS OF MARCH 6, 2018

Inclusion of a matter on any of the Schedules (such Schedules, the “Seller Disclosure Schedules”) with respect to a representation or warranty that addresses matters as material or having a material adverse effect shall not be deemed an indication that such matter is material or does, or may, have a material adverse effect. Seller Disclosure Schedules may include matters not required by the terms of the Stock Purchase Agreement (the “Agreement”) to be listed on the schedules, which additional matters are disclosed for purposes of information only, and inclusion of any such matter does not mean that all such matters are included. A matter scheduled on any of the Seller Disclosure Schedules as an exception for any representation and/or warranty shall be deemed to be an exception to all representations and/or warranties for which it is reasonably apparent that such exception would apply to such other representation or warranty.

**SCHEDULES:**

Schedule 3.4	Consents
Schedule 3.5	Capitalization
Schedule 3.8	Financial Information
Schedule 3.9	Undisclosed Liabilities
Schedule 3.10	Guarantees
Schedule 3.11	Legal Proceedings
Schedule 3.12	Compliance with Laws
Schedule 3.13(a)	Title to Assets
Schedule 3.14	Insurance
Schedule 3.15	Suppliers
Schedule 3.16	Contracts
Schedule 3.18(f)	Environmental and Risk Reports
Schedule 3.19	Accounts Receivable
Schedule 3.20	Employee Benefit Plans
Schedule 3.21	Employment Matters

**Schedule 3.4**  
**Consents**

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Approval and consent of the Kentucky Public Service Commission.

**Schedule 3.5**  
**Capitalization**

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Claims:

Liens granted under that certain Credit Agreement, dated as of November 7, 2017 (the “Parent Credit Agreement”), by and among Blue Ridge Mountain Resources, Inc., HPS Investment Partners, LLC and the lenders party thereto and that certain Security and Pledge Agreement, dated as of November 7, 2017, by and among Blue Ridge Mountain Resources, Inc., the Grantors party thereto and HPS Investment Partners, LLC, which liens will be released at Closing.

Voting or Transfer Agreements:

None.

**Schedule 3.8**  
**Financial Statements**

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Schedule 3.8 begins on the next page.

**SENTRA CORPORATION**  
**BALANCE SHEET**  
As of December 31, 2017

**ASSETS**

**CURRENT ASSETS**

Accounts receivable	\$ 53,217
Accounts receivable from related parties	137,520
Prepaid expenses	<u>-</u>
Total current assets	190,737

Total assets	<u><u>\$ 190,737</u></u>
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**LIABILITIES AND SHAREHOLDERS' EQUITY**

**CURRENT LIABILITIES**

Accrued liabilities	<u>\$ 50,120</u>
Total current liabilities	50,120

Total liabilities	<u>50,120</u>
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**SHAREHOLDERS' EQUITY**

Accumulated earnings	140,617
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Total shareholders' equity	<u>140,617</u>
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Total liabilities and shareholders' equity	<u><u>\$ 190,737</u></u>
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**SENTRA CORPORATION**  
**STATEMENT OF OPERATIONS**  
For the Month Ended December 31, 2017

	<u>December</u>
<b>REVENUES</b>	\$ 33,356
<b>OPERATING EXPENSES</b>	
Cost of sales	40,136
General and administrative	<u>8,993</u>
Total operating expenses	<u>49,129</u>
<b>OPERATING INCOME (LOSS)</b>	(15,773)
<b>OTHER INCOME (EXPENSE)</b>	
Miscellaneous expense	<u>4,590</u>
Total other income (expense), net	4,590
<b>NET INCOME (LOSS)</b>	<u><u>\$ (11,183)</u></u>

Date	Grantor	Grantee	County	State	Recording Information	Description
10/3/2001	Rueben Buck, single	Sentra Corporation	Barren	KY	MC Book 73, Page 219	Easement and ROW
10/4/2001	Eugene Buck and wife, Lois	Sentra Corporation	Barren	KY	MC Book 73, Page 202	Easement and ROW
8/29/2001	Evaletta Hammer, single	Sentra Corporation	Monroe	KY	Book 5, Page 147	Easement and ROW
8/29/2001	Virginia Graves, single	Sentra Corporation	Monroe	KY	Book 5, Page 148	Easement and ROW
8/29/2001	Lou Ann Russell, widow	Sentra Corporation	Monroe	KY	Book 5, Page 149	Easement and ROW
8/29/2001	Larry Junior Shaw and wife, Kathy	Sentra Corporation	Monroe	KY	Book 5, Page 150	Easement and ROW
10/4/2001	Willie J. Allen and wife, Sandra J.	Sentra Corporation	Monroe	KY	Book 5, Page 151	Easement and ROW
10/3/2001	Virginia Russell, single	Sentra Corporation	Monroe	KY	Book 5, Page 155	Easement and ROW
11/2/2001	B.C. Wimpee and wife, Loretta	Sentra Corporation	Monroe	KY	Book 5, Page 164	Easement and ROW
5/22/2000	Dr. Kenneth Crabtree and wife, Shirley	Sentra Corporation	Monroe	KY	Book 5, Page 11	Easement and ROW
8/5/2001	Gamaliel Methodist Church	Sentra Corporation	Monroe	KY	Book 5, Page 134	Easement and ROW
8/5/2001	Harold Pitcock and wife, Dorothy	Sentra Corporation	Monroe	KY	Book 5, Page 136	Easement and ROW
1/26/2001	Bobby Crowe and wife, Cathy	Sentra Corporation	Monroe	KY	Book 5, Page 170	Easement and ROW
2/7/2002	Richard Poland and wife, Lisa	Sentra Corporation	Monroe	KY	Book 5, Page 165	Easement and ROW
2/7/2002	Penny Neal Francis and husband, Rusty	Sentra Corporation	Monroe	KY	Book 5, Page 166	Easement and ROW
2/7/2002	Mary Burgess, single	Sentra Corporation	Monroe	KY	Book 5, Page 168	Easement and ROW
1/26/2002	James E. Ryherd and wife, Vonda	Sentra Corporation	Monroe	KY	Book 5, Page 173	Easement and ROW
1/26/2002	Geoffrey Pare and wife, Ladonna	Sentra Corporation	Monroe	KY	Book 5, Page 172	Easement and ROW
1/26/2002	Garon Pare and wife, Faye	Sentra Corporation	Monroe	KY	Book 5, Page 171	Easement and ROW
2/7/2002	Charles Meadows and wife, Elaine	Sentra Corporation	Monroe	KY	Book 5, Page 167	Easement and ROW
1/23/2001	Glena Rush, single	Sentra Corporation	Monroe	KY	Book 5, Page 74	Easement and ROW
7/5/2001	Jason M. Bell and wife, Soni	Sentra Corporation	Monroe	KY	Book 5, Page 131	Easement and ROW
7/5/2001	Jason M. Bell and wife, Soni	Sentra Corporation	Monroe	KY	Book 5, Page 132	Easement and ROW
7/10/2000	Joseph Lee Bentley, single	Sentra Corporation	Monroe	KY	Book 5, Page 22	Easement and ROW
2/13/2001	Bengie Blackwell and wife, Machel H.	Sentra Corporation	Monroe	KY	Book 5, Page 77	Easement and ROW
3/27/2001	Morris Carder, widower	Sentra Corporation	Monroe	KY	Book 5, Page 128	Easement and ROW
7/5/2001	Jerry Comer and wife, Ann	Sentra Corporation	Monroe	KY	Book 5, Page 130	Easement and ROW
7/18/2000	Jerry Crowe and wife, Jean	Sentra Corporation	Monroe	KY	Book 5, Page 30	Easement and ROW
9/22/2000	Dean Cropper Cherry*	Sentra Corporation	Monroe	KY	Book 5, Page 52	Easement and ROW
7/25/2000	Wayne Dekard and wife, Sabrina	Sentra Corporation	Monroe	KY	Book 5, Page 28	Easement and ROW
4/28/2008	Royce Dyer	Sentra Corporation	Monroe	KY	Book 5, Page 459	Easement and ROW
4/19/2008	Harlin England and wife, Mary Lou	Sentra Corporation	Monroe	KY	Book 5, Page 460	Easement and ROW
4/19/2008	Richard Gulley, II and wife, Donna Nikcoe	Sentra Corporation	Monroe	KY	Book 5, Page 461	Easement and ROW
4/19/2008	Brad Turner and wife, Tara	Sentra Corporation	Monroe	KY	Book 5, Page 462	Easement and ROW
4/16/2008	Bliss Miller	Sentra Corporation	Monroe	KY	Book 5, Page 463	Easement and ROW
7/5/2003	Stuart Koehn and wife, Heidi	Sentra Corporation	Monroe	KY	Book 5, Page 234	Easement and ROW
7/26/2003	Robb Becker and wife, Rashelle	Sentra Corporation	Monroe	KY	Book 5, Page 235	Easement and ROW
8/6/2002	Abe Cross and wife, Raina	Sentra Corporation	Monroe	KY	Book 5, Page 193	Easement and ROW
11/25/2002	Alex Buck and wife, Michelle Ruth	Sentra Corporation	Monroe	KY	Book 5, Page 221	Easement and ROW
8/1/2002	Arnold Turner, widower	Sentra Corporation	Monroe	KY	Book 5, Page 194	Easement and ROW
8/1/2002	Harold Wyatt and wife, Polly	Sentra Corporation	Monroe	KY	Book 5, Page 192	Easement and ROW
8/6/2002	Tony Wyatt, single	Sentra Corporation	Monroe	KY	Book 5, Page 191	Easement and ROW

Date	Grantor	Grantee	County	State	Recording Information	Description
8/1/2002	Church of God in Christ, Mennonite	Sentra Corporation	Monroe	KY	Book 5, Page 197	Easement and ROW
8/1/2002	Quenton Vibbert and wife, Peggy	Sentra Corporation	Monroe	KY	Book 5, Page 195	Easement and ROW
5/12/2003	Joyce Howard, single	Sentra Corporation	Monroe	KY	Book 5, Page 232	Easement and ROW
5/9/2003	Jimmie Jordan and wife, Esther	Sentra Corporation	Monroe	KY	Book 5, Page 233	Easement and ROW
11/1/2001	Mt. Union Association of General Baptists	Sentra Corporation	Monroe	KY	Book 5, Page 160	Easement and ROW
8/29/2001	Fountain Run Old Baptist Church	Sentra Corporation	Monroe	KY	Book 5, Page 145	Easement and ROW
10/24/2001	Barry Kaufmann and wife, Rebecca S.	Sentra Corporation	Monroe	KY	Book 5, Page 163	Easement and ROW
6/14/2002	Johnny Dale Proffitt and wife, Rexanna R.	Sentra Corporation	Monroe	KY	Book 5, Page 188	Easement and ROW
10/1/2001	South Central Rural Telephone Cooperative	Sentra Corporation	Monroe	KY	Book 5, Page 158	Easement and ROW
10/20/2000	Jimmy Craig and wife, Marilyn	Sentra Corporation	Monroe	KY	Book 5, Page 50	Easement and ROW
4/30/2008	Dimple Brandon, widow	Sentra Corporation	Monroe	KY	Book 5, Page 464	Easement and ROW
4/30/2008	Dimple Brandon, widow	Sentra Corporation	Monroe	KY	Book 5, Page 465	Easement and ROW
4/21/2008	Dorothy Blankenship	Sentra Corporation	Monroe	KY	Book 5, Page 457	Easement and ROW
4/17/2008	Randall Baskett and wife, Shirley	Sentra Corporation	Monroe	KY	Book 5, Page 458	Easement and ROW
8/15/2000	Richard Dicken*	Sentra Corporation	Monroe	KY	Book 5, Page 49	Easement and ROW
3/27/2001	Judy J. Downing, single	Sentra Corporation	Monroe	KY	Book 5, Page 129	Easement and ROW
7/18/2000	Vernon G. Downing, single	Sentra Corporation	Monroe	KY	Book 5, Page 19	Easement and ROW
7/25/2000	Calvin Dugan and wife, Melissa	Sentra Corporation	Monroe	KY	Book 5, Page 25	Easement and ROW
	Hazel England, single, Arthur Harold England, divorced, Virginia Louise England Dehart and husband, Lonnie Dehart, Johnnie Steven England, single, Gary Lee England and wife, Jean England, Carol Dean England Taylor and husband, Jerry Taylor	Sentra Corporation	Monroe	KY	Book 5, Page 31	Easement and ROW
6/20/2000	Taylor	Sentra Corporation	Monroe	KY	Book 5, Page 16	Easement and ROW
7/6/2000	Laura Faye Ford and husband, Jeffery Ray	Sentra Corporation	Monroe	KY	Book 5, Page 16	Easement and ROW
10/18/2000	City of Gamaliel	Sentra Corporation	Monroe	KY	Book 5, Page 51	Easement and ROW
	Gallatin Oil Company, Inc., Ralph Dotson and wife,					
7/5/2000	Mary L. Dotson	Sentra Corporation	Monroe	KY	Book 5, Page 20	Easement and ROW
7/5/2000	Joe R. Gee and wife, Nancy L. Gee	Sentra Corporation	Monroe	KY	Book 5, Page 17	Easement and ROW
	Frankie B. Hodge, single, Edward Harlin Hodge and wife, Sherry Hodge, Laura Jane Hodge, single	Sentra Corporation	Monroe	KY	Book 5, Page 139	Easement and ROW
8/15/2001	wife, Sherry Hodge, Laura Jane Hodge, single	Sentra Corporation	Monroe	KY	Book 5, Page 139	Easement and ROW
7/25/2000	Carson E. Huff and wife, Deborah	Sentra Corporation	Monroe	KY	Book 5, Page 26	Easement and ROW
7/13/2001	Jaydean Huff and wife, Deloris Ann	Sentra Corporation	Monroe	KY	Book 5, Page 133	Easement and ROW
7/6/2000	Carson T. Jackson and wife, Bonnie	Sentra Corporation	Monroe	KY	Book 5, Page 23	Easement and ROW
7/20/2001	Glenn Johnson and wife, Carol	Sentra Corporation	Monroe	KY	Book 5, Page 137	Easement and ROW
9/28/2000	Rondal Turner and wife, Karen	Sentra Corporation	Monroe	KY	Book 5, Page 55	Easement and ROW
9/28/2000	Rondal Turner and wife, Karen	Sentra Corporation	Monroe	KY	Book 5, Page 53	Easement and ROW
7/18/2000	Billy Stinson and wife, Barbara	Sentra Corporation	Monroe	KY	Book 5, Page 15	Easement and ROW
7/6/2000	Bobby Turner and wife, Katherine	Sentra Corporation	Monroe	KY	Book 5, Page 18	Easement and ROW
7/18/2000	Bobby Turner and wife, Katherine	Sentra Corporation	Monroe	KY	Book 5, Page 24	Easement and ROW
7/25/2000	Leon Turner and wife, Carolyn	Sentra Corporation	Monroe	KY	Book 5, Page 27	Easement and ROW
7/25/2000	Danny Watson and wife, Sherry	Sentra Corporation	Monroe	KY	Book 5, Page 29	Easement and ROW

Date	Grantor	Grantee	County	State	Recording Information	Description
10/25/2000	Randolph Peters and wife, Cynthia	Sentra Corporation	Monroe	KY	Book 5, Page 76	Easement and ROW
2/7/2002	Sartin Wallace and wife, Betty Sue	Sentra Corporation	Monroe	KY	Book 5, Page 169	Easement and ROW
1/31/2002	Gregory W. Eicher and wife, Rita	Sentra Corporation	Monroe	KY	Book 5, Page 73	Easement and ROW
10/31/2001	Brazil Rigdon, single	Sentra Corporation	Monroe	KY	Book 5, Page 162	Easement and ROW

**Schedule 3.9**  
**Undisclosed Liabilities**

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None.

**Schedule 3.10**  
**Guarantees**

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Guaranty of obligations under the Parent Credit Agreement pursuant to that certain Guaranty Agreement, dated as of November 7, 2017, by the Guarantors party thereto in favor of HPS Investment Partners, LLC, which shall be released at Closing.

**Schedule 3.11**  
**Legal Proceedings**

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None.

**Schedule 3.12**  
**Compliance with Law**

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None.

**Schedule 3.13(a)**  
**Title to Assets**

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Vehicles and Equipment:

2013 White Chevy Silverado – VIN 1GC1KVCGXDF232046\*

2009 Red Ford Ranger – VIN 1FTZR45E89PA51288\*

2007 Chevy – VIN 1GCEK140X7Z527386\*

1997 Chevy Yellow DUMPTRK – VIN 1GBM7H1J8VJ114563\*

Trailer - 1998 STIG T12232D – VIN 1S9FT1223WK066792\*

Backhoe 1997 Case Backhoe 580L – Serial No. JJG0148580

1997 Vemeer Trencher LM-42

1998 Vemeer Ditcher 5750

House meter (3 in good condition; 20 to be rebuilt)

AL800 Commercial meter (12 in good condition; 2 to be rebuilt)

AL1000 Commercial meter (1)

AL5000 Industrial meter (2)

AL 425 meter (3)

\* - Titled in the name of Magnum Hunter Production, Inc. ("MHP"), a wholly owned subsidiary of Seller. At Closing, Seller shall cause MHP to assign the vehicle to Buyer.

Easements and Rights-of-Way:

List of Easements and Rights-of-Way begins on the next page.

Sentra pipeline located on easements.

**Schedule 3.14**  
**Insurance**

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Seller maintains all insurance on behalf of itself and its subsidiaries, including the Company. The Company does not maintain any of its own insurance and no policies of insurance will be transferred to the Company or Buyer as a result of the consummation of the transactions contemplated by the Agreement.

**Schedule 3.15**  
**Suppliers**

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None.

**Schedule 3.16**  
**Contracts**

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Management and Service Agreement, dated March 8, 2001 (as amended), by and between Clay Gas Utility District and Sentra Corporation

Billing and Service Agreement, dated February 8, 2001 (as amended), by and between Clay Gas Utility District and Sentra Corporation

**Schedule 3.18(f)**  
**Environmental and Risk Reports**

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None.

**Schedule 3.19**  
**Accounts Receivable**

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Schedule 3.19 begins on the next page.

**Schedule 3.20**  
**Employee Benefit Plans**

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Seller maintains, for its own employees and the employees of its operating subsidiaries, including the Company, a 401(k) plan (the “401(k) Plan”) and certain other health and welfare benefit plans and programs (together with the 401(k) Plan, the “Parent Plans and Programs”). No current employee of the Company has elected to participate in the 401(k) Plan. On and after the Closing, the Parent Plans and Programs will not be available to the Company or to any employees of the Company.

**Schedule 3.21**  
**Employment Matters**

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			Parent Plans and Programs				
Name	Title	Wage Rate	401(k)	Medical	Dental	Vision	Life / LTD
[REDACTED]	Field & Maintenance Supervisor	\$21.37 / hr	No	Yes	Yes	Yes	Yes
[REDACTED]	Field & Maintenance Technician	\$13.50 / hr	No	Yes	No	Yes	Yes

## SIGNATURES

Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

**Buyer:** SENTRA RESOURCES LLC

By: Wesley Cleary

Name: WESLEY CLEARY

Title: MEMBER

**Seller:** BLUE RIDGE MOUNTAIN RESOURCES,  
INC.

By: John K. Reinhart

John K. Reinhart

President and Chief Executive Officer

## EXHIBIT 2

## EXHIBIT 2

### Financial 807 KAR 5:001 (12)(2)

A description of the original cost of the property to be acquired by Sentra Resources can be found in the PSC Annual Reports of Sentra Corporation, which are incorporated by reference. The cost to Sentra Resources of the property is described in the SPA.

Sentra Resources is an LLC and has no stock.

No stock is to be issued in conjunction with this financing.

The other debt to be issued and debt outstanding, amount, interest rate and security are described in the financing statement included with exhibit 2.

The proceeds of the financing are to be used to finance the acquisition of Sentra Corporation stock.

The proceeds of the financing are not being used to refund any outstanding obligations.

There is no preferred stock issued.

There are no mortgages.

There are no bonds issued or to be issued.

Notes are described in the financial statement.

There are no other debts.

No dividends have been paid in the last five years.



February 19, 2018

Sentra Resources, LLC  
2006 Edmonton Road  
Tompkinsville, KY 42167

Dear Sirs:

Re: Proposed financing of the purchase of Sentra Corporation and revolving line of credit

Edmonton State Bank ("Bank") is pleased to offer its commitment to make the following Loans to Sentra Resources, LLC ("Borrower"). This letter does not set forth all the terms and conditions of the Loan offered herein. Rather, it is only an outline, in summary format, of the major points of understanding which shall be the basis of the final Loan Documentation (all of which are collectively referred to as the "Loan Documents") which shall be drafted by Bank.

**LOAN FACILITY #1:**

Loan Amount:	\$250,000 plus closing fees
Purpose:	Proceeds of the Loan shall be used for the purchase of all shares of Sentra Corporation (Kentucky Secretary of State organization # 300833)
Repayment Term:	The Loan shall have 120 payments of principal and interest due and payable monthly (at the current rate of 5.50% the payment will be \$2725)
Collateral:	To secure repayment of the Loan, Borrower shall grant a security agreement on all accounts receivable, inventory, equipment, chattel paper and general intangibles (including; but not limited to, any proceeds in the sale of any stock acquired in any companies)
Interest Rate:	The loan shall bear interest at a variable rate of 1.0% above the prime rate as quoted in the Wall Street Journal (rate will be subject to adjustment annually on the anniversary date of the promissory note).

#### LOAN FACILITY#2:

Loan Amount: \$100,000 plus closing fees

Purpose: Proceeds of the Loan shall be used for a revolving line of credit for purchases of inventory or other necessary company uses

Repayment Term: The Loan shall have 60 payments of accrued interest due and payable monthly, with all outstanding principal due at maturity.

Collateral: To secure repayment of the Loan, Borrower shall grant a security agreement on all accounts receivable, inventory, equipment, chattel paper and general intangibles (including; but not limited to, any proceeds in the sale of any stock acquired in any companies)

Interest Rate: The loan shall bear interest at a variable rate of 1.0% above the prime rate as quoted in the Wall Street Journal (rate will be subject to adjustment annually on the anniversary date of the promissory note).

#### OTHER TERMS AND CONDITIONS:

Loan Agreement: Borrower shall execute a comprehensive Loan Agreement which shall supersede conflicting provisions of this Commitment Letter.

#### FINANCIAL INFORMATION

Financial Statements: During the term of the Loan and as soon as available, Borrower shall provide to Bank, in form and content acceptable to Bank:

- Its fiscal year-end financial statement within 60 days of Borrower's fiscal year-end.
- Its annual tax return within 60 days of filing.

We appreciate the opportunity to offer this Commitment to Sentra Resources, LLC and we look forward to continuing a mutually beneficial relationship.

Very truly yours,  
Tony High

Edmonton State Bank

Monroe County Community President

**SENTRA CORPORATION**  
**STATEMENT OF OPERATIONS**  
For the Year Ended December 31, 2017

	<u>Total</u>
<b>REVENUES</b>	\$ 278,735
<b>OPERATING EXPENSES</b>	
Cost of sales	285,052
General and administrative	<u>55,351</u>
Total operating expenses	<u>340,403</u>
<b>OPERATING INCOME (LOSS)</b>	(61,668)
<b>OTHER INCOME (EXPENSE)</b>	
Miscellaneous expense	<u>26</u>
Total other income (expense), net	26
<b>NET INCOME (LOSS)</b>	<u><u>\$ (61,642)</u></u>

**SENTRA CORPORATION**  
**BALANCE SHEET**  
As of December 31, 2017

**ASSETS**

**CURRENT ASSETS**

Accounts receivable	\$ 53,217
Accounts receivable from related parties	137,520
Prepaid expenses	-
Total current assets	<u>190,737</u>

Total assets	<u><u>\$ 190,737</u></u>
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**LIABILITIES AND SHAREHOLDERS' EQUITY**

**CURRENT LIABILITIES**

Accrued liabilities	\$ 50,120
Total current liabilities	<u>50,120</u>

Total liabilities	<u>50,120</u>
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**SHAREHOLDERS' EQUITY**

Accumulated earnings	140,617
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Total shareholders' equity	<u>140,617</u>
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Total liabilities and shareholders' equity	<u><u>\$ 190,737</u></u>
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EXHIBIT 3

## WESLEY DUSTIN CLEARY

A: [REDACTED] Tompkinsville, KY 42167 P: (270) [REDACTED] E: wesleycleary [REDACTED]

### CERTIFICATIONS & TRAINING:

OSHA 3010 Excavation, Trenching and Soil Mechanics	Kentucky Blasting License
Tennessee Blasting Handlers	Hazardous Material
Confined Space Safety Training	PE Pipe Fusion
Advanced Trenching & Excavation Safety	F-1 & F-2 Pipe Joining
H1 Domestic Gas Meters & Regular Sets	H2 Install Domestic Gas Service Lines
L-1A Hot Tapping Pipelines Using Self-Tapping Tees	L-2 Purge Gas Lines
M-3 Testing Domestic Gas Service Lines	M-7 Prevent Accidental Ignition
M-10 Abandon/Deactivate Gas Pipeline Systems	M-8 Field Repairs- Natural Gas Pipelines
Work Zone Traffic Control Technician	First Aid/ CPR/ AED
OSHA 30 Construction Safety & Health	Fall Protection Competent Person
Rigging Competent Person	Hydraulic Lifting Competent Person
U.S. Army Corps of Eng. Construction Quality Management for Contractors	

### EDUCATION:

2005	Monroe County High School	Tompkinsville, KY
	Graduate	

### WORK EXPERIENCE:

2005 – Present	<b>Cleary Construction, Inc.</b> <i>Chief of Operations/ Vice President/Field Manager</i>	Tompkinsville, KY
	Job Duties: Supervision of field personnel, OSHA Competent Person on job site, Management of materials & installation, Safety program supervision, Quality Control, Scheduling, Estimating, Budget Management, Coordination with Subcontractors, Vendor Supplier Negotiation, Contracts & Purchase Orders	
2012- Present	<b>Rock Solutions LLC</b> <i>Owner</i>	Tompkinsville, KY
2013- 2015	<b>Dakota Meyer Enterprises, Inc.</b> <i>Project Manager</i>	Campbellsville, KY
	Job Duties: Supervision of crews, OSHA Competent Person, Management of materials, Safety Management	

### SIGNIFICANT PROJECTS:

Navitas Gas	45,000+ LF 2"-6" PE Gas	Albany, KY
2013 Natural Gas Improvements	PE Gas Line, RR Crossing	Portland, TN
CR 222 Interchange Gas Relocation	8" Steel Gas	Cullman, AL
East Fork of Third Creek Trunk Sewer Phase 3	Trunk Sewer line & Gas	Knoxville, TN
Maintenance Contract	PE Gas & Meter Stations	Celina, TN
Schenkel Cave Sewer Replacement	36" Gravity inside of Cave	Frankfort, KY
Lower Howard's Creek Sewer Contract #61	42" – 24" Sewer line	Winchester, KY
Avondale Park Offsite Water Phase 1	Crossing under Harpeth River	Nashville, TN
Raw Water Transmission Main	20" Raw Water	Livingston, TN
WTP Chloramine Conversion Bldg.	Chemical bldg. & upgrades	Shelbyville, KY

## RANDY DARREN CLEARY

A: [REDACTED] Road Tompkinsville, KY 42167 P: (270) 4 [REDACTED] E: darrencleary [REDACTED]

### CERTIFICATIONS & TRAINING:

OSHA 3010 Excavation Trenching & Soil Mechanics	H1 Domestic Gas Meters & Regular Sets
Heart Saver First Aid	H2 Install Domestic Gas Service Lines
Kentucky & Tennessee Blasting License	L-1A Hot Tapping Pipelines Using Self-Tapping Tees
Hazardous Material Endorsement	L-2 Purge Gas Lines
Confined Space Safety Training	M-3 Testing Domestic Gas Service Lines
PE Pipe Fusion	M-7 Prevent Accidental Ignition
Trenching & Excavation Training	M-8 Make Field Repairs on Natural Gas Pipelines
F-1 & F-2 Pipe Joining	M-10 Abandon/Deactivate Gas Pipeline Systems
Commercial Driver's License- Class A	

### EDUCATION:

1981-1985	<b>Tompkinsville High School</b>	Tompkinsville, KY
	High School Diploma	

### WORK EXPERIENCE:

1986- Present	<b>Cleary Construction INC</b> <i>President/ CEO/ Owner</i> General Construction/ Utility Specialty	Tompkinsville, KY
2012- Present	<b>Rock Solutions LLC</b> <i>President/ CEO/ Owner</i> Drilling & Blasting	Tompkinsville, KY
2013- Present	<b>Dakota Meyer Enterprise INC</b> <i>Vice President/ COO/ Owner</i> Service Disable Veteran Small Business/ General Construction	Campbellsville, KY
2015- Present	<b>Cleary Group LLC</b> <i>President</i> Trucking/ Transportation	Tompkinsville, KY

### Job Duties:

Water, Sewer, Gas, Water & Wastewater Treatment Facilities & Pump Stations.  
Planning; Estimating; Scheduling; Construction Management; Administration of  
Contracts & Purchase Orders; Operation of Machinery, Coordinate and Supervised  
multi-million dollar jobs projects. Ensure that jobs are finished properly and in a timely  
manner. Maintain the estimated budget for each project.  
Manage & Maintain Multi- Million Dollar Companies with 50+ employees

### SIGNIFICANT PROJECTS:

Co. Rd. 222 Interchange Gas Relocate	8" Steel Gas, x-ray weld	Cullman, AL
60,000+ LF 4" welded steel & HDPE Gas line & Double Regulating Station		Fort Payne, AL
Hwy 75 Gas Main	7000+ LF 6" & 2" HP Steel, Regulating Stations	Trussville, AL
Gas Improvements	4" steel, RR bores, Meter Station	Mt Pleasant, TN
Schenkel Cave Sewer Replacement	36" Gravity inside of Cave	Frankfort, KY
Lower Howard's Creek Sewer Contract #61 & 63	42" - 24" Sewer line & FM	Winchester, KY
East Fork of Third Creek Trunk Sewer Phase 3	Trunk Sewer line & Gas	Knoxville, TN
Russell Co Regional WTP Rehab 1 & 2	WTP Rehab, new bldgs.	Jamestown, KY
West Park Equalization Storage Facility	Concrete Tank, park	Nashville, TN

## DAN BRYANT

A: [REDACTED] Tompkinsville, KY 42167 P: (270) [REDACTED] E: danbryant1 [REDACTED]

### CERTIFICATIONS & TRAINING:

- \*Tennessee Erosion Prevention and Sediment Control Technician Level 1
- \*OSHA 3010 Excavation Trenching & Soil Mechanics
- \*KY, TN, IN, & AL Blasting License
- \*Hazardous Material
- \*Confined Space Safety Training
- \*Advanced Trenching & Excavation Safety
- \*F-1 & F-2 Pipe Joining
- \*H1 Domestic Gas Meters & Regular Sets
- \*H2 Install Domestic Gas Service Lines
- \*L-1A Hot Tapping Pipelines- Self-Tapping Tees
- \*L-2 Purge Gas Lines
- \*M-3 Testing Domestic Gas Service Lines
- \*M-7 Prevent Accidental Ignition
- \*M-8 Make Field Repairs on Natural Gas Pipelines
- \*M-10 Abandon/Deactivate Gas Pipeline Systems
- \*OSHA 30 Construction Safety & Health
- \*Fall Protection Competent Person
- \*Rigging Competent Person
- \*Hydraulic Lifting Competent Person
- \*First Aid/ CPR/ AED
- \*Work Zone Traffic Control Technician
- \*U.S. Army Corps of Eng. Construction Quality Management for Contractors
- \*Environmental Compliance Assessment, Training, & Tracking System Kingsville, TX Naval Air Sta.
- \*Alabama Qualified Credentialed Inspector- Storm Water
- \*Louisville/ Jefferson Co. EPSC Certified

### MILITARY AWARDS:

- \*Numerous Operation Iraq Freedom Awards
- \*Marine Corps Good Conduct Medal
- \*Navy & Marine Corp Achievement Medal
- \*Navy Unit Commendation (2 Awards)
- \*Certificate of Commendation (2 Awards)
- \*National Defense Service Medal
- \*Sea Service Deployment Ribbon
- \*Expert Rifle Qualification (2 Awards)
- \*Expert Pistol Qualification

### EDUCATION:

June '00- May '01	Coastal Carolina Community College	Jacksonville, NC
	20 College Credit Hours	
Sept '99- March '00	Marine Corps Nuclear Biological & Chemical Defense Academy	
	Graduate	
1998	Monroe County High School	Tompkinsville, KY
	Graduate	

### WORK EXPERIENCE:

2004- Present	Cleary Construction INC	Tompkinsville, KY
	Director of Field Operations/ Senior Project Manager	
	Job Duties: Supervision of personnel, OSHA Competent Person on job site, Management of materials & installation, Safety program supervision, Quality Control	
2012- Present	Rock Solutions LLC	Tompkinsville, KY
	Owner	
2013-2015	Dakota Meyer Enterprises, Inc.	Campbellsville, KY
	Project Manager	
	Job Duties: Supervision of crews, OSHA Competent Person, Management of materials	
1999- 2003	United States Marine Corp	
	Nuclear Biological & Chemical Defense Specialist	
	Job Duties: Achieved rank of Sergeant in 3 years, Responsible for annual training of 536 Marines in the area of nuclear, biological, and chemical defense, Combined Armed Exercise- CA 2000, Dynamic Mix- Spanish Government cross training Spain 2002, Operation Iraq Freedom- Iraq 2003, 2001 Government Secret Clearance- maintained without incident until end of service	

### SIGNIFICANT PROJECTS: (more projects available upon request)

County Jail Gas	60,000+ LF 4" welded steel & HDPE Gas line & Double Regulating Station	Fort Payne, AL
Hwy 75 Gas Main	7000+ LF 6" & 2" HP Steel, Regulating Stations	Trussville, AL
Gas Improvements	4" steel, RR bores, Meter Station	Mt Pleasant, TN

EXHIBIT 4

**ACTION BY UNANIMOUS WRITTEN CONSENT OF  
THE MEMBERS OF SENTRA RESOURCES, LLC.**

The following actions are taken and the following business transacted as of February 26, 2018, by the unanimous written consent of Wesley Cleary, Dan Bryant and Darren Cleary (collectively, the "Members") and each individually, a "Member"), who are all of the members of Sentra Resources, LLC (the "Company"), pursuant to the provisions of the Company's Operating Agreement and applicable law, which consent and actions are evidenced by the signatures of the Members appended hereto or on counterparts hereof, and are intended to have the same force and effect as a unanimous vote at a duly held meeting of the Members.

**RESOLVED**, that the Company is authorized and directed to execute and deliver that certain Stock Purchase Agreement between the Company and Blue Ridge Mountain Resources, Inc. (the "Purchase Agreement") and any documents or instruments referred to in the Purchase Agreement, including but not limited to the joint application, adoption notices, and other documents to be filed with the Kentucky Public Service Commission, and to consummate the transactions contemplated thereby;

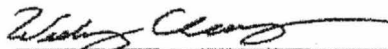
**FURTHER RESOLVED**, that each of Wesley Cleary, Dan Bryant and Darren Cleary, is authorized and directed for and on behalf of the Company to negotiate, execute, deliver, sign, authenticate or file the Purchase Agreement and such other documents, agreements and such other documents described in or contemplated by the Purchased Agreement, including but not limited to the joint application, adoption notices, and other documents to be filed with the Kentucky Public Service Commission, to take any other actions necessary or appropriate to complete, close or consummate the transactions described in or contemplated by the Purchase Agreement or the documents or instruments referred to in the Purchase Agreement, and to effect the foregoing resolutions;

**FURTHER RESOLVED**, that all prior actions taken by each Member on behalf of the Company in relation to the foregoing resolutions are hereby ratified, adopted and approved in all respects as if such actions were authorized at the time that they occurred; and

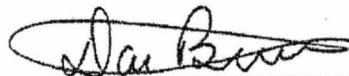
**FURTHER RESOLVED**, that this Consent may be executed with counterpart signatures, all of which taken together shall constitute one and the same original without the necessity of all parties signing each document, and e-mailed or facsimile signatures on this Consent shall be valid and enforceable, the same as if originals.

[END OF TEXT-SIGNATURES TO FOLLOW]

The undersigned, constituting all of the members of the Company, hereby consent to and adopt the foregoing resolutions as of the day and year first above written.



Wesley Cleary



Dan Bryant



Darren Cleary

**ACTION BY UNANIMOUS WRITTEN CONSENT OF  
THE MEMBERS OF SENTRA RESOURCES, LLC.**

The following actions are taken and the following business transacted as of March \_\_\_\_, 2018, by the unanimous written consent of Wesley Cleary, Dan Bryant and Darren Cleary (collectively, the "Members" and each individually, a "Member"), who are all of the members of Sentra Resources, LLC (the "Company"), pursuant to the provisions of the Company's Operating Agreement and applicable law, which consent and actions are evidenced by the signatures of the Members appended hereto or on counterparts hereof, and are intended to have the same force and effect as a unanimous vote at a duly held meeting of the Members.

**RESOLVED**, that the Company is authorized and directed to execute and deliver that certain Stock Purchase Agreement between the Company and Blue Ridge Mountain Resources, Inc. (the "Purchase Agreement") and any documents or instruments referred to in the Purchase Agreement, including but not limited to the joint application, adoption notices, and other documents to be filed with the Kentucky Public Service Commission, and to consummate the transactions contemplated thereby;

**FURTHER RESOLVED**, that each of Wesley Cleary, Dan Bryant and Darren Cleary, is authorized and directed for and on behalf of the Company to negotiate, execute, deliver, sign, authenticate or file the Purchase Agreement and such other documents, agreements and such other documents described in or contemplated by the Purchased Agreement, including but not limited to the joint application, adoption notices, and other documents to be filed with the Kentucky Public Service Commission, to take any other actions necessary or appropriate to complete, close or consummate the transactions described in or contemplated by the Purchase Agreement or the documents or instruments referred to in the Purchase Agreement, and to effect the foregoing resolutions;

**FURTHER RESOLVED**, that all prior actions taken by each Member on behalf of the Company in relation to the foregoing resolutions are hereby ratified, adopted and approved in all respects as if such actions were authorized at the time that they occurred; and

**FURTHER RESOLVED**, that this Consent may be executed with counterpart signatures, all of which taken together shall constitute one and the same original without the necessity of all parties signing each document, and e-mailed or facsimile signatures on this Consent shall be valid and enforceable, the same as if originals.

[END OF TEXT-SIGNATURES TO FOLLOW]

## SECRETARY'S CERTIFICATE

March 13, 2018

The undersigned hereby certifies that he is the duly elected, qualified and acting Vice President, Corporate Counsel and Assistant Secretary of Blue Ridge Mountain Resources, Inc., a Delaware corporation (the "Company"), and that as such he is authorized to execute and deliver this certificate in the name and on behalf of the Company, and further certifies in his official capacity, in the name and on behalf of the Company, that:

Attached hereto as Exhibit A is a true, correct and complete copy of resolutions duly adopted by the unanimous written consent of the board of directors of the Company effective February 15, 2018. Such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first above written.



---

Frank E. Day  
Vice President, Corporate Counsel and Assistant Secretary

EXHIBIT 5

P.S.C. Ky. Adoption Notice No. \_\_\_\_\_

ADOPTION NOTICE

The undersigned \_\_Sentra Resources, LLC\_\_\_\_\_  
(Name of Utility) System

of \_\_\_\_Thompkinsville, KY\_\_\_\_\_, hereby adopts, ratifies, and makes its  
own, in every respect as if the same had been originally filed and posted by it, all tariffs  
and supplements containing rates, rules and regulations for furnishing

\_\_\_\_\_natural gas\_\_\_\_\_ service in Monroe County, KY and areas  
(Nature of Service)

in the Commonwealth of Kentucky, filed with the Public Service Commission of

Kentucky by \_\_\_\_Sentra Corporation\_\_\_\_\_ of \_\_\_\_Lexington, KY\_\_\_\_\_  
(Name of Predecessor)

and in effect on the \_\_\_\_ day of \_\_\_\_\_, 2018\_\_, the date on which

the public service business of the said \_\_\_\_Sentra Corporation\_\_\_\_\_  
(Name of Predecessor)

was taken over by it.

This notice is issued on the \_\_\_\_ day of \_\_\_\_\_, 2018, in conformity with  
807 KAR 5:011, Section 11, of the Regulations for the filing of Tariffs of Public Utilities  
with the Public Service Commission of Kentucky.

\_\_\_\_Sentra Resources, LLC

By \_\_\_\_\_

Authorized by Ky.P.S.C. Order No. \_\_dated \_\_\_\_\_