

B & S OIL AND GAS COMPANY  
PO BOX 155  
HAROLD, KY 41635

**AGREEMENT**

**THIS AGREEMENT**, Made and entered into this 14<sup>th</sup>, day of February, 2008 by and between B & S Oil and Gas Company of Harold, KY; and B & H Gas Company, a Kentucky Corporation of Harold, KY.

WHEREAS, the B & S Oil and Gas Company is the owner of producing gas wells, and

WEREAS, B & H Gas Company is desirous of purchasing gas for resale in the Floyd and Pike County areas.

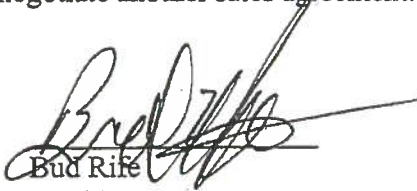
IT IS NOW, THEREFORE AGREED, by and between the parties that in consideration of the sum of nine dollars & thirty eight cents (\$9.38) per MCF. B & S Oil and Gas Company will sell to B & H Gas Company, a Kentucky Corporation, such amount of natural gas as the B & H Gas Company may desire; provided that said B & S Oil and Gas Company has such amount of natural gas available. Kentucky West VA meter charge for B & H Gas Company is .38 cents per MCF. With the total charge to the customer to be \$9.38 per MCF.


B & H Gas Company is to accept delivery of said gas at the metering point of each of the producing wells which B & S Oil and Gas Company own and said B & H Gas Company shall be responsible for maintaining the lines from the metering point.

It is understood that B & S Oil and Gas Company agree to furnish gas up to the extent of the production available at such wells, which are or may hereafter be connect to the lines of B & H Gas Company.

Payments shall be made no later than the 20<sup>th</sup> of each month following the month in which the gas is delivered.

The terms of this agreement shall be for one (1) year from the date of execution of the agreement. At the expiration of one (1) year, September 1, 2008, the parties hereto may negotiate another sales agreement.

  
Bud Rife  
President  
B & S Oil and Gas Company

  
PUBLIC SERVICE COMMISSION  
Bud Rife OF KENTUCKY  
President EFFECTIVE  
B & H Gas Company 3/22/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
By   
Executive Director

## CONTRACT

THIS CONTRACT, made this 15<sup>th</sup> day of January, 2018, by and between B & S GAS COMPANY, by and through, Bud Rife, whose address is P.O. Box 155, Harold, Kentucky 41635, and B & H GAS COMPANY, INC., whose address is P.O. Box 447, Betsy Layne, Kentucky 41605.

### **WITNESSETH:**

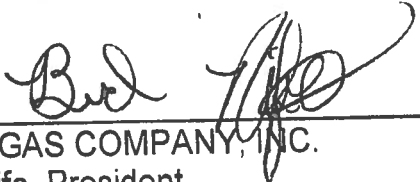
WHEREAS, Bud Rife d/b/a B & S GAS COMPANY, which owns property and or holds oil and gas leases at Tram, Floyd County, Kentucky, and B & H GAS COMPANY, INC., the parties, hereby covenant and agree, as follows:

1. That B & S Gas Company, shall bill B & H Gas Company, Inc., monthly for gas used and B & H Gas Company, Inc., shall pay for BTU content;
2. That any unpaid amounts for said gas purchases shall be treated as an interest free loan to B & H Gas Company, Inc.;
3. That the parties agree that this contract shall renew annually unless otherwise changed in writing;
4. That B & H Gas Company, Inc., shall be responsible for any and all legal fees and expenses that B & S Gas Company may incur for any legal work performed or litigation whatsoever.
5. That any outstanding bills for gas shall be paid at the rate of 1.00 MCF per plus gas cost;
6. That, should B & H Gas Company, Inc., borrow funds from B & S Gas Company, it shall be set forth on a separate billing statement;

7. That B & H Gas Company, Inc., shall pay office rent at the rate of Two Thousand Dollars (\$2,000.00) per month and shall pay Six Hundred Dollars (\$600.00) each for two (2) trucks for total monthly truck rental of One Thousand Two Hundred Dollars (\$1,200.00) which includes insurance and maintenance;

8. All transactions shall be arms length transactions.

The Parties hereto expressly represent that they understand and agree that all terms of this Contract are contractual in nature. The parties agree that their heirs, assigns, subsidiaries, employees, owners, stockholders and officers shall be bound by the terms of this Contract. They further expressly represent and warrant, that they are competent, and possess complete authority to execute and enter into this Contract, and that in negotiating and executing this Contract, they have consulted with and been advised by counsel, of their own choosing, or had an opportunity to do so, concerning the meaning and legal effects of each of its terms and provisions. Also, they have carefully read this Contract in its entirety, and have agreed to its terms and provisions and acknowledge that there are no promises, inducements, representations nor agreements of any kind in connection with this Contract other than those expressly set forth herein. The parties execute this Contract voluntarily, without duress or coercion of any kind and they intend and agree that this is a final and binding Contract.

  
\_\_\_\_\_  
B & H GAS COMPANY, INC.  
Bud Rife, President

  
\_\_\_\_\_  
B & S GAS COMPANY  
Bud Rife

STATE OF KENTUCKY  
COUNTY OF FLOYD

Subscribed, sworn to and acknowledged to before me by B & H Gas Company, Inc.,  
by and through Bud Rife, on this 1<sup>st</sup> day of January, 2018.

My Commission expires: 1/14/22.

Suda Allen  
NOTARY PUBLIC

STATE OF KENTUCKY  
COUNTY OF FLOYD

Subscribed and sworn and acknowledged to before me by Bud Rife d/b/a B & S  
Gas Company, on this 1<sup>st</sup> day of January, 2018.

My Commission expires: 1/14/22.

Suda Allen  
NOTARY PUBLIC

## CONTRACT

THIS CONTRACT, made this 1<sup>st</sup> day of January, 2018, by and between BUD RIFE CONSTRUCTION COMPANY, INC., by and through, Bud Rife, whose address is P.O. Box 155, Harold, Kentucky 41635, and B & S GAS COMPANY, by and through Bud Rife, whose address is P.O. Box 155, Harold, Kentucky 41635.

### **WITNESSETH:**

WHEREAS, Bud Rife Construction Company, Inc., provides labor, services, materials and otherwise to B & S Gas Company, the parties, hereby covenant and agree, as follows:

1. That when providing labor and/or services, the parties agree that the minimum charge shall be for three (3) hours. All transactions shall be arms length transactions;
2. That B & S Gas Company, shall furnish all materials;
3. That the parties agree that B & S Gas Company shall pay Bud Rife Construction Company, Inc., the sum of Eight Hundred Dollars (\$800.00) per month for a truck leasing fee.

The Parties hereto expressly represent that they understand and agree that all terms of this Contract are contractual in nature. The parties agree that their heirs, assigns, subsidiaries, employees, owners, stockholders and officers shall be bound by the terms of this Contract. They further expressly represent and warrant, that they are competent, and possess complete authority to execute and enter into this Contract, and that in negotiating and executing this Contract, they have consulted with and been advised by counsel, of their own choosing, or had an opportunity to do so, concerning the meaning and legal

effects of each of its terms and provisions. Also, they have carefully read this Contract in its entirety, and have agreed to its terms and provisions and acknowledge that there are no promises, inducements, representations nor agreements of any kind in connection with this Contract other than those expressly set forth herein. The parties execute this Contract voluntarily, without duress or coercion of any kind and they intend and agree that this is a final and binding Contract.

  
BUD RIFE CONSTRUCTION COMPANY, INC.  
Bud Rife, President

  
Bud Rife dba B & S GAS COMPANY

STATE OF KENTUCKY  
COUNTY OF FLOYD

Subscribed, sworn to and acknowledged to before me by Bud Rife Construction Company, Inc., by and through Bud Rife, on this 1<sup>st</sup> day of January, 2018.

My Commission expires: 1/14/22.

  
NOTARY PUBLIC

STATE OF KENTUCKY  
COUNTY OF FLOYD

Subscribed and sworn and acknowledged to before me by B & S Gas Company, by and through, Bud Rife, on this 1<sup>st</sup> day of January, 2018

My Commission expires: 1/14/22.

  
NOTARY PUBLIC



# Bud Rife Construction

PO Box 155  
 Harold, KY 41635  
 OFFICE: (606)478-5264  
 CELL: (606)794-5264  
 FAX: (606) 478-5266  
 E-Mail: budri@mikrotec.com  
 Website: www.budrifeconstruction.com

# Estimate

698  
**Date:** 03/05/2018

**For: Invoice #** B&H Gas Company Inc  
 PO Box 447  
 Betsy Layne, KY 41605

Code	Description	Quantity	Rate	Amount
SE-01	Hydro Seeder (Per Day)	1	\$3,000.00	\$3,000.00
T-07	Mack Crane Truck	1	\$90.00	\$90.00
T-38	PICKUP TRUCKS (PER DAY)	1	\$130.00	\$130.00
B-81.2	8" Horizontal Bore with casing MCL-24	1	\$140.00	\$140.00
B-90	12" DIRECTIONAL BORE DIRT 12" PIPE INCLUDED	1	\$135.00	\$135.00
B-76	4" ROCK DIRECTIONAL BORE ADD \$50.00 FOR CASING	1	\$45.00	\$45.00
LA-39	OPERATOR	1	\$35.00	\$35.00
T-62	MACK ROLLBACK (PER HR)	1	\$90.00	\$90.00
ST-54	BENDING AND LIFTING TOOLS	1	\$700.00	\$700.00
LA-25	LIGHT PLANTS (PER HR)	1	\$50.00	\$50.00
HE-29	3000 LBS HYD HAMMER FOR PC 120	1	\$115.00	\$115.00
SE-58	RIP-RAP IN PLACE PER TON	1	\$70.00	\$70.00
ST-65	LARGE ELECTRIC JACKHAMMER	1	\$175.00	\$175.00
T-01	Mack Rollback	1 hour	\$90.00	\$90.00

Bud Rife Construction - Estimate 698 - 03/05/2018

Code	Description	Quantity	Rate	Amount
HE-48	BUSH HOG W/MUSTANG	1	\$90.00	\$90.00
B-78	6" DIRT DIRECTIONAL BORE	1	\$60.00	\$60.00
HE-64	GENIE LIFT 40FT BOOM (PER HR)	1	\$75.00	\$75.00
SE-16	LARGE VIB PLATE TAMPER	1	\$220.00	\$220.00
T-50	MOROOKA TRACK DUMP TRUCK 1500	1	\$105.00	\$105.00
B-86	12" CASING	1	\$85.00	\$85.00
MISC-68	MARKING PAINT	1	\$55.00	\$55.00
B-72	2" DIRT DIRECTIONAL BORE	1	\$30.00	\$30.00
B-63	DRILL FOR DRILLING 24", 30" AND 36" HOLES. (PRICE PER FT)	1	\$110.00	\$110.00
MISC-93.5	2011 Tahoe	1	\$750.00	\$750.00
LA-41	LABOR (1 Man)	1	\$25.00	\$25.00
LA-42	FOREMAN & 1 MAN	1	\$60.00	\$60.00
HE-04	Bobcat Skid Steer Loader	1	\$70.00	\$70.00
SE-21	WATER PUMP (PER DAY)	1 day	\$130.00	\$130.00
ST-55	HAND HELD JACK HAMMER (ELECTRIC PER DAY)	1	\$90.00	\$90.00
T-56	4 WHEELER	1	\$40.00	\$40.00
HE-05	Mustang Skid Steer Loader	1	\$65.00	\$65.00
LA-57	1 FOREMEN & 2 MEN	1 hour	\$85.00	\$85.00
HE-06	6510 Ditch Witch	1	\$80.00	\$80.00
ST-52	CHAIN SAW (PER DAY)	1	\$90.00	\$90.00
B-89	12" DIRECTIONAL BORE ROCK 12" PIPE INCLUDED	1	\$215.00	\$215.00
T-08	Mack Dump Truck (25 Yard Bed)	1	\$90.00	\$90.00
SE-18	LARGE VIB ROLLER	1	\$85.00	\$85.00
HE-70	LORAIN 20 TON CRANE	1	\$250.00	\$250.00



## Bud Rife Construction - Estimate 698 - 03/05/2018

Code	Description	Quantity	Rate	Amount
PROD-71	GRAVEL IN PLACE PER TON	1	\$60.00	\$60.00
HE-37	D61EX KOMATSU DOZER	1	\$135.00	\$135.00
HE-03	WA320 Komatsu Wheel Loader	1 hour	\$90.00	\$90.00
HE-27	PC 160 KOMATSU EXCAVATOR	1	\$135.00	\$135.00
GL-1.2	1 1/4" X 3/4" REDUCER	1	\$19.00	\$19.00
LA-67	1 Supervisor 1 Foreman 1 Laborer	1 hour	\$95.00	\$95.00
SE-60	AIR COMPRESSOR 160 CFM	1	\$55.00	\$55.00
HE-34	HYD HAMMER FOR SMALL EXCAVATOR	1	\$70.00	\$70.00
T-30	Mack Rollback	1	\$90.00	\$90.00
SE-17	SMALL VIB ROLLER	1	\$200.00	\$200.00
SE-51	SCAFFOLDING (PER DAY) (PER BUCK)	1	\$110.00	\$110.00
HE-26	SKID STEER WITH BROOM	1	\$110.00	\$110.00
T-46	VOLVO TRACTOR & TRAILER	1 hour	\$100.00	\$100.00
LA-43	FOREMAN & 2 MEN	1	\$95.00	\$95.00
B-82	10" DIRT DIRECTIONAL BORE	1	\$40.00	\$40.00
HE-28	PC 120 KOMATSU EXCAVATOR	1	\$115.00	\$115.00
T-09	International Dump Truck (9 Yard Bed)	1	\$65.00	\$65.00
SE-19	TRENCH ROLLER	1 hour	\$50.00	\$50.00
B-84	12" DIRT DIRECTIONAL BORE	1	\$120.00	\$120.00
GL-1.9	1" TRANSITION	1	\$35.00	\$35.00
B-12	HORIZONTAL BORING MACHINE 12" PER FOOT	1	\$150.00	\$150.00
LA-01	SUPERVISOR	1	\$35.00	\$35.00
ST-69	SMALL TOOLS AND MISC.	1	\$50.00	\$50.00
LA-40	FOREMAN	1	\$35.00	\$35.00

## Bud Rife Construction - Estimate 698 - 03/05/2018

Code	Description	Quantity	Rate	Amount
B-79	6" ROCK DIRECTIONAL BORE ADD \$55.00 FOR CASING	1	\$60.00	\$60.00
SE-66	STEAM PRESSURE WASHER (PER HR)	1 hour	\$60.00	\$60.00
SE-24	CONCRETE SAWS (PER DAY)	1	\$160.00	\$160.00
HE-32	PC 60 KOMATSU EXCAVATOR	1	\$90.00	\$90.00
SE-53	STRAW BLOWER (PER HR)	1 hour	\$60.00	\$60.00
B-77	4" DIRT DIRECTIONAL BORE	1	\$45.00	\$45.00
HE-23	D5H CAT DOZER	1	\$115.00	\$115.00
SE-20	LAZERS (PER DAY)	1	\$80.00	\$80.00
B-14	AIR HAMMER TOOL 3" HOLE PER FT.	1	\$60.00	\$60.00
HE-31	HAMMER FOR PC 88	1	\$110.00	\$110.00
B-80	8" DIRT DIRECTIONAL BORE	1	\$80.00	\$80.00
T-11	Fuso Ton Dump 4/YRD Bed	1	\$55.00	\$55.00
	HAUL IN FILL DIRT TO GRADE LEVEL AND COMPACT FILL	1	\$2,000.00	\$2,000.00
GL-1.65	FUSION EQUIPMENT	1	\$45.00	\$45.00
B-81	8" ROCK DIRECTIONAL BORE	1	\$80.00	\$80.00
B-13	HORIZONTAL BORING 6" OR 8" PER FT.	1	\$120.00	\$120.00
PROD-87	PIPE BEDDING	1	\$24.00	\$24.00
B-85	12" ROCK DIRECTIONAL BORE	1	\$120.00	\$120.00
B-81.1	8" Horizontal Bore MCL-24	1	\$100.00	\$100.00
B-75	3" ROCK DIRECTIONAL BORE	1	\$30.00	\$30.00
HE-35	3805 MUSTANG EXCAVATOR	1	\$60.00	\$60.00
SE-47	VERMEER BRUSH CHIPPER (PER HR)	1 hour	\$85.00	\$85.00
HE-36	KOMATSU 39 PX DOZER	1	\$105.00	\$105.00
B-74	3" DIRT DIRECTIONAL BORE	1	\$30.00	\$30.00

Code	Description	Quantity	Rate	Amount
HE-49	MUSTANG W/AUGER ATTACHMENT	1	\$90.00	\$90.00
B-73	2" ROCK DIRECTIONAL BORE ADD \$15.00 FOR CASING	1	\$30.00	\$30.00
SE-22	WELDER, OXYGEN, ACETYLENE, AND ELECTRIC FUSION EQUIPMENT.	1 hour	\$85.00	\$85.00
SE-15	TAMPER PER DAY (JUMPING JACK)	1 day	\$135.00	\$135.00
LA-44	1 Supervisor, 1 Foreman, 2 men	1	\$120.00	\$120.00
HE-33	PC 35 KOMATSU EXCAVATOR	1	\$70.00	\$70.00
SE-59	POWER WHEEL BARROW	1	\$45.00	\$45.00
LA-61	DITCHWITCH PER FT.	1	\$3.00	\$3.00
B-83	10" ROCK DIRECTIONAL BORE	1	\$100.00	\$100.00
			Subtotal	\$14,331.00
			Total	\$14,331.00
			<b>Total</b>	<b>\$14,331.00</b>