



**Physical Gas Invoice - Summary**  
**December 2019**

<b>Invoice#:</b> 3385	<b>Customer:</b> B&H Gas Company Inc.	<b>Invoicing Party:</b> Diversified Energy Marketing, LLC
<b>Invoice Date:</b> 2/18/20	PO Box 447	4150 Belden Village Ave. NW
<b>Payment Due:</b> 2/25/20	Betsy Layne KY 41605	Questions: Accounting
<b>Terms:</b> NetDue	Questions: Bud Rife	Phone: 804-213-2500
<b>Trans. Comp. K#:</b> B&H-60D	Phone: (606) 478-5851	Cell:
	Cell:	Fax:
	Fax: (606) 478-5266	Cell:
	EMail: bandhgast@mikrotec.com	Fax:
		EMail: DgoGasAcct@mid-atlanticenergy.com

**DSM**

<b>Id</b>	<b>Sub Id</b>	<b>Term Start</b>	<b>Term End</b>	<b>Buy/Sell</b>	<b>Deal Type</b>	<b>Meter Name</b>	<b>Meter</b>	<b>Price</b>	<b>Currency</b>	<b>MCF</b>	<b>mmBtu</b>	<b>Amount</b>
1911	10665	12/1/19	12/31/19	Sell	Index	B & H Gas Co	42Y	\$3.6782	USD	6	7	\$25.75
1911	10663	12/1/19	12/31/19	Sell	Index	B&H Gas Company - Thacker Road	M5254791	N/A	USD			\$0.00
1911	10664	12/1/19	12/31/19	Sell	Index	B & H Gas Company	42T	N/A	USD			\$0.00

**Total for Invoice: \$25.75**

**Diversified Energy Marketing, LLC**

Bank: Key Bank  
 ABA: 041-001-039  
 Account: 359681562393  
 Other: Wire ABA: 041-001-039

**Payment Instructions positive amount due Diversified Energy Marketing, LLC, negative amount due B&H Gas Company Inc.**



DIVERSIFIED GAS & OIL

# Physical Gas Invoice - Summary January 2020

<b>Invoice#:</b> 3922	<b>Customer:</b> B&H Gas Company Inc. PO Box 447 Betsy Layne KY 41605	<b>Invoicing Party:</b> Diversified Energy Marketing, LLC 4150 Belden Village Asst. NW Suite 410 Suite 440 Canton OH 44718
<b>Invoice Date:</b> 5/4/20	<b>Questions:</b> Bud Rife <b>Phone:</b> (606) 478-5851	<b>Questions:</b> Accounting <b>Phone:</b> 804-213-2500
<b>Payment Due:</b> 3/25/20	<b>Cell:</b>	<b>Cell:</b>
<b>Terms:</b> NetDuc	<b>Fax:</b> (606) 478-5266	<b>Fax:</b>
<b>Trans. Comp. K#:</b> B&H-60D	<b>Email:</b> bandhgas@mikrotec.com	<b>Email:</b> Marketing@dgoc.com

**DSM**

<b>Id</b>	<b>Sub Id</b>	<b>Term Start</b>	<b>Term End</b>	<b>Buy/Sell</b>	<b>Deal Type</b>	<b>Meter Name</b>	<b>Meter</b>	<b>Price</b>	<b>Currency</b>	<b>MCF</b>	<b>mmBtu</b>	<b>Amount</b>
3228	16184	1/1/20	1/31/20	Sell	Index	B & H Gas Company	42T	N/A	USD			\$ .00
3228	16185	1/1/20	1/31/20	Sell	Index	B & H Gas Co	42Y	\$4.0748	USD	1	1	\$4.07

**Total for Invoice:**

**\$4.07**

**Diversified Energy Marketing, LLC**

Bank: Key Bank  
 ABA: 041-001-039  
 Account: 359681562393  
 Other: Wire ABA: 041-001-039

**Payment Instructions positive amount due Diversified Energy Marketing, LLC, negative amount due B&H Gas Company Inc.**



DIVERSIFIED GAS & OIL

# Physical Gas Invoice - Summary February 2020

<b>Invoice#:</b> 3923	<b>Customer:</b> B&H Gas Company Inc.	<b>Invoicing Party:</b> Diversified Energy Marketing, LLC
<b>Invoice Date:</b> 5/4/20	PO Box 447	4150 Belden Village
<b>Payment Due:</b> 4/25/20	Betsy Layne KY 41605	Ave. NW
<b>Terms:</b> NetDuc	Questions: Bud Rife	Suite 410
<b>Trans. Comp. K#:</b> B&H-60D	Phone: (606) 478-5851	Canton OH 44718
	Cell: (606) 478-5266	Phone: 804-213-2500
	Fax: bandgas@mikrotec.com	Cell:
	E-Mail: bandgas@mikrotec.com	Fax:
		E-Mail: Marketing@dgoc.com

<b>DSM</b>												
<b>Id</b>	<b>Sub Id</b>	<b>Term Start</b>	<b>Term End</b>	<b>Buy/Sell</b>	<b>Deal Type</b>	<b>Meter Name</b>	<b>Meter</b>	<b>Price</b>	<b>Currency</b>	<b>MCF</b>	<b>mmBtu</b>	<b>Amount</b>
3228	16185	2/1/20	2/29/20	Sell	Index	B & H Gas Co	42Y	\$3.7442	USD	745	967	\$3,620.64
3228	16184	2/1/20	2/29/20	Sell	Index	B & H Gas Company	42T	N/A	USD			\$ .00
<b>Total for Invoice:</b>											<b>\$3,620.64</b>	

**Diversified Energy Marketing, LLC**  
 Bank: Key Bank  
 ABA: 041-001-039  
 Account: 359681562393  
 Other: Wire ABA: 041-001-039

**Payment Instructions positive amount due Diversified Energy Marketing, LLC, negative amount due B&H Gas Company Inc.**



DIVERSIFIED GAS & OIL

# Physical Gas Invoice - Summary March 2020

<b>Invoice#:</b> 3964 <b>Invoice Date:</b> 5/15/20 <b>Payment Due:</b> 5/25/20 <b>Terms:</b> NetDue <b>Trans. Comp. K#:</b> B&H-60D	<b>Customer:</b> B&H Gas Company Inc. PO Box 447 Betsy Layne KY 41605 <b>Questions:</b> Bud Rife <b>Phone:</b> (606) 478-5851 <b>Cell:</b> <b>Fax:</b> (606) 478-5266 <b>E-Mail:</b> bandhgas@mikrotec.com	<b>Invoicing Party:</b> Diversified Energy Marketing, LLC 4150 Belden Village Apt. NW Suite 410 Canton OH 44718 <b>Questions:</b> Accounting <b>Phone:</b> 804-213-2500 <b>Cell:</b> <b>Fax:</b> <b>E-Mail:</b> Marketing@dgoc.com
---	---	---

**DSM**

Id	Sub Id	Term Start	Term End	Buy/Sell	Deal Type	Meter Name	Meter	Price	Currency	MCF	mmBtu	Amount
3228	16184	3/1/20	3/31/20	Sell	Index	B & H Gas Company	42T	N/A	USD			\$ .00
3228	16185	3/1/20	3/31/20	Sell	Index	B & H Gas Co	42Y	\$3.7670	USD	239	310	\$1,167.77

Total for Invoice: \$1,167.77

**Diversified Energy Marketing, LLC**

**Bank:** Key Bank  
**ABA:** 041-001-039  
**Account:** 359681562393  
**Other:** Wire ABA: 041-001-039

Payment Instructions positive amount due Diversified Energy Marketing, LLC, negative amount due B&H Gas Company Inc.



April 2020

<b>Invoice#: 4221</b>	<b>Customer:</b> B&H Gas Company Inc.	<b>Invoicing Party:</b> Diversified Energy Marketing, LLC
Invoice Date: 6/15/20	PO Box 447 Questions: Bud Rife	4150 Belden Village Questions: Accounting
Payment Due: 6/25/20	Betsy Layne KY 41605 Phone: (606) 478-5851	Ave. NW Phone: 804-213-2500
Terms: NetDue	Cell:	Suite 410 Cell:
Trans. Comp. K#: B&H-60D	Fax: (606) 478-5266	Canton OH 44718 Fax:
	E-Mail: bandhgas@mikrotsc.com	E-Mail: Marketing@dgoc.com

Id	Sub Id	Term Start	Term End	Buy/Sell	Deal Type	Meter Name	Meter	Price	Currency	MCF	mmBtu	Amount
3228	16184	4/1/20	4/30/20	Sell	Index	B & H Gas Company	42T	N/A	USD			\$ .00
3228	16185	4/1/20	4/30/20	Sell	Index	B & H Gas Co	42Y	\$3.5276	USD	144	187	\$659.66
<b>Total for Invoice:</b>												<b>\$659.66</b>

**Diversified Energy Marketing, LLC**

Bank: Key Bank  
 ABA: 041-001-039  
 Account: 359681562393  
 Other: Wire ABA: 041-001-039

Payment Instructions positive amount due Diversified Energy Marketing, LLC, negative amount due B&H Gas Company Inc.



# PHYSICAL GAS INVOICE - SUMMARY May 2020

<b>Invoice#:</b> 4459	<b>Customer:</b> B&H Gas Company Inc.	<b>Invoicing Party:</b> Diversified Energy Marketing, LLC
<b>Invoice Date:</b> 7/15/20	PO Box 447	4150 Belden Village
<b>Payment Due:</b> 7/25/20	Betsy Layne KY 41605	Ave. NW
<b>Terms:</b> NetDue	Questions: Bud Rife	Suite 410
<b>Trans. Comp. K#:</b> B&H-60D	Phone: (606) 478-5851	Canton OH 44718
	Cell:	Phone: 804-213-2500
	Fax: (606) 478-5266	Cell:
	EMail: bandhgas@mikrotec.com	Fax:
		EMail: Marketing@dgoc.com

Id	Sub Id	Term Start	Term End	Buy/Sell	Deal Type	Meter Name	Meter	Price	Currency	MCF	mmBtu	Amount
3228	16185	5/1/20	5/31/20	Sell	Index	B & H Gas Co	42Y	N/A	USD			\$ .00
3228	16184	5/1/20	5/31/20	Sell	Index	B & H Gas Company	42T	N/A	USD			\$ .00

**DSM**

**Total for Invoice: \$ .00**

**Diversified Energy Marketing, LLC**

Bank: Key Bank  
 ABA: 041-001-039  
 Account: 359681562393  
 Other: Wire ABA: 041-001-039

**Payment Instructions positive amount due Diversified Energy Marketing, LLC, negative amount due B&H Gas Company Inc.**



# Physical Gas Invoice - Summary June 2020

<b>Invoice#:</b> 4811	<b>Customer:</b> B&H Gas Company Inc. PO Box 447 Betsy Layne KY 41605	<b>Invoicing Party:</b> Diversified Energy Marketing, LLC 4150 Belden Village Ave. NW Suite 410 Canton OH 44718
<b>Invoice Date:</b> 8/17/20	<b>Questions:</b> Bud Rife <b>Phone:</b> (606) 478-5851	<b>Questions:</b> Accounting <b>Phone:</b> 804-213-2500
<b>Payment Due:</b> 8/25/20	<b>Cell:</b>	<b>Cell:</b>
<b>Terms:</b> NetDue	<b>Fax:</b> (606) 478-5266	<b>Fax:</b>
<b>Trans. Comp. K#:</b> B&H-60D	<b>Email:</b> bandhgas@mikrotec.com	<b>Email:</b> Marketing@dgoc.com

**DivMid**

<b>Id</b>	<b>Sub Id</b>	<b>Term Start</b>	<b>Term End</b>	<b>Buy/Sell</b>	<b>Deal Type</b>	<b>Meter Name</b>	<b>Meter</b>	<b>Price</b>	<b>Currency</b>	<b>MCF</b>	<b>mmBtu</b>	<b>Amount</b>
3228	16185	6/1/20	6/30/20	Sell	Index	B & H Gas Co	42Y	\$3.6758	USD	101	135	\$496.23
3228	16184	6/1/20	6/30/20	Sell	Index	B & H Gas Company	42T	N/A	USD			\$ .00

**Total for Invoice:**

**\$496.23**

**Diversified Energy Marketing, LLC**

Bank: Key Bank  
 ABA: 041-001-039  
 Account: 359681562393  
 Other: Wire ABA: 041-001-039

**Payment Instructions positive amount due Diversified Energy Marketing, LLC, negative amount due B&H Gas Company Inc.**

# Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: ~~January 31, 2020~~ October 1, 2019

The parties to this Base Contract are the following:

*ACF BR*

<b>PARTY A</b> <b>DIVERSIFIED ENERGY MARKETING, LLC</b>		<b>PARTY NAME</b>  	<b>PARTY B</b> <b>B &amp; H GAS CO. INC.</b>	
4150 Belden Village Street N.W. Suite 410 Canton, Ohio 44718		<b>ADDRESS</b>	P.O. BOX 447 BETSY LAYNE KY 41605	
www.dgoc.com		<b>BUSINESS WEBSITE</b>		
		<b>CONTRACT NUMBER</b>		
		<b>D-U-N-S® NUMBER</b>		
<input checked="" type="checkbox"/> US FEDERAL: 46-5279721 <input type="checkbox"/> OTHER:		<b>TAX ID NUMBERS</b>	<input checked="" type="checkbox"/> US FEDERAL: 61-0609931 <input type="checkbox"/> OTHER:	
<b>ALABAMA</b>		<b>JURISDICTION OF ORGANIZATION</b>		
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP		<input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP	
<input type="checkbox"/> None		<b>GUARANTOR (IF APPLICABLE)</b>	<input type="checkbox"/> None	
<b>CONTACT INFORMATION</b>				
Same as above ATTN: <u>Mr. Will Graham</u> TEL#: <u>502-682-9236</u> FAX#: <u>330-313-3889</u> EMAIL: <u>WGraham@DGOC.com</u>		<input checked="" type="checkbox"/> <b>COMMERCIAL</b>	B&H GAS CO INC. ATTN: <u>Mr. Bud Rife</u> TEL#: <u>606-478-5861</u> FAX#: <u>606-478-5266</u> EMAIL: <u>bandhgas@mikrotec.com</u>	
Same as above ATTN: <u>Harry Newton</u> TEL#: <u>804-213-2600</u> FAX#: <u>330-313-3889</u> EMAIL: <u>DGOScheduling@Mid-AtlanticEnergy.com</u>		<input type="checkbox"/> <b>SCHEDULING</b>	ATTN: <u>SUDIE ALLEN</u> TEL#: <u>606-478-5861</u> FAX#: <u>606-478-5266</u> EMAIL: <u>bandhgas@mikrotec.com</u>	
Same as above ATTN: <u>Contract Administration</u> TEL#: <u>330-896-8510 Ext 123</u> FAX#: <u>330-313-3889</u> EMAIL: <u>DGOCContracts@Mid-AtlanticEnergy.com</u>		<input type="checkbox"/> <b>CONTRACT AND LEGAL NOTICES</b>	ATTN: <u>BUD RIFE</u> TEL#: <u>606-478-5861</u> FAX#: <u>606-478-5266</u> EMAIL: <u>bandhgas@mikrotec.com</u>	
Same as above ATTN: <u>Mr. Will Graham</u> TEL#: <u>502-682-9236</u> FAX#: <u>330-313-3889</u> EMAIL: <u>WGraham@DGOC.com</u>		<input type="checkbox"/> <b>CREDIT</b>	ATTN: <u>BUD RIFE</u> TEL#: <u>606-478-5861</u> FAX#: <u>606-478-5266</u> EMAIL: <u>bandhgas@mikrotec.com</u>	
Same as above ATTN: <u>Contract Administration</u> TEL#: <u>804-213-2600</u> FAX#: <u>330-313-3889</u> EMAIL: <u>DGOCContracts@Mid-AtlanticEnergy.com</u>		<input type="checkbox"/> <b>TRANSACTION CONFIRMATIONS</b>	ATTN: <u>SUDIE ALLEN</u> TEL#: <u>606-478-5861</u> FAX#: <u>606-478-5266</u> EMAIL:	
<b>ACCOUNTING INFORMATION</b>				
ATTN: <u>Gas Accounting</u> TEL#: <u>330-493-0440</u> FAX#: <u>330-313-3889</u> EMAIL: <u>DGOGasAcct@Mid-AtlanticEnergy.com</u>		<input type="checkbox"/> <b>INVOICES</b> <input type="checkbox"/> <b>PAYMENTS</b> <input type="checkbox"/> <b>SETTLEMENTS</b>	ATTN: <u>SUDIE ALLEN</u> TEL#: <u>606-478-5861</u> FAX#: <u>606-478-5266</u> EMAIL: <u>bandhgas@mikrotec.com</u>	
BANK: <u>KEY BANK</u> ABA: <u>041-001-039</u> ACCT: <u>359681562393</u> OTHER DETAILS: <u>DIVERSIFIED ENERGY MARKETING LLC</u>		<input type="checkbox"/> <b>WIRE TRANSFER NUMBERS (IF APPLICABLE)</b>	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	
BANK: <u>KEY BANK</u> ABA: <u>041-001-039</u> ACCT: <u>359681562393</u> OTHER DETAILS: <u>DIVERSIFIED ENERGY MARKETING LLC</u>		<input type="checkbox"/> <b>ACH NUMBERS (IF APPLICABLE)</b>	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	
ATTN: _____ ADDRESS: _____		<input type="checkbox"/> <b>CHECKS (IF APPLICABLE)</b>	ATTN: <u>BUD RIFE</u> ADDRESS <u>P.O. BOX 447</u> <u>BETSY LAYNE KY 41605</u>	



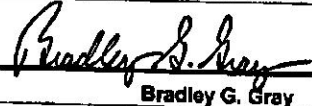

## Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<b>Section 1.2</b> Transaction Procedure <input checked="" type="checkbox"/> Oral (default) OR <input type="checkbox"/> Written	<b>Section 10.2</b> Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: <input type="checkbox"/> Party B: _____ _____
<b>Section 2.7</b> Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> _____ Business Days after receipt	
<b>Section 2.8</b> Confirming Party <input type="checkbox"/> Seller (default) OR <input checked="" type="checkbox"/> Buyer	
<b>Section 3.2</b> Performance Obligation <input type="checkbox"/> Cover Standard (default) OR <input checked="" type="checkbox"/> Spot Price Standard	<b>Section 10.3.1</b> Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
<i>Note: The following Spot Price Publication applies to both of the immediately preceding.</i>	
<b>Section 2.31</b> Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	<b>Section 10.3.2</b> Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
<b>Section 6</b> Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
<b>Section 7.2</b> Payment Date <input checked="" type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	<b>Section 15.5</b> Choice Of Law Alabama
<b>Section 7.2</b> Method of Payment <input checked="" type="checkbox"/> Wire transfer (default) Or <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	<b>Section 15.10</b> Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
<b>Section 7.7</b> Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> Special Provisions Number of sheets attached: <u>five (5)</u> <input type="checkbox"/> Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

<b>DIVERSIFIED ENERGY MARKETING, LLC</b>	<b>PARTY NAME</b>	<b>B. &amp; H. GAS CO. INC.</b>
By: 	<b>SIGNATURE</b>	By: 
<b>Bradley G. Gray</b>	<b>PRINTED NAME</b>	<b>BUD RIFE</b>
<b>Chief Operating Officer</b>	<b>TITLE</b>	<b>PRESIDENT</b>

Revision

## General Terms and Conditions

### Base Contract for Sale and Purchase of Natural Gas

#### SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

##### Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

##### Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

#### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

TRANSACTION CONFIRMATION

EXHIBIT A  
FOR IMMEDIATE DELIVERY

DIVERSIFIED ENERGY MARKETING LLC

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

Transaction Confirmation #: \_\_\_\_\_

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated \_\_\_\_\_. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Base Contract No. \_\_\_\_\_  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

**BUYER:**

B & H GAS CO INC. \_\_\_\_\_  
P. O. BOX 447 \_\_\_\_\_  
BETSY LAYNE KY 41805 \_\_\_\_\_  
Attn: BUD RIFE \_\_\_\_\_  
Phone: 606-478-5851 \_\_\_\_\_  
Fax: 606-478-5266 \_\_\_\_\_  
Base Contract No. \_\_\_\_\_  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_ /MMBtu or \_\_\_\_\_

Delivery Period: Begin: 10/1, 2019 End: 10/1, 2023

**Performance Obligation and Contract Quantity: (Select One)**

**Firm (Fixed Quantity):**

\_\_\_\_\_ MMBtus/day  
 EFP

**Firm (Variable Quantity):**

\_\_\_\_\_ MMBtus/day Minimum  
\_\_\_\_\_ MMBtus/day Maximum  
subject to Section 4.2. at election of  
 Buyer or  Seller

**Interruptible:**

Up to 400 MMBtus/day

Delivery Point(s): 42 Y & 42 T

(If a pooling point is used, list a specific geographic and pipeline location):

**Special Conditions:**

Seller: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer: B&H GAS CO. INC. \_\_\_\_\_  
By: BUD RIFE *Bud Rife*  
Title: PRESIDENT \_\_\_\_\_  
Date: \_\_\_\_\_