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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. 2018-00107

**NOTICE OF CLOSING AND FILING OF FIRST AMENDMENT TO STOCK
PURCHASE AGREEMENT**

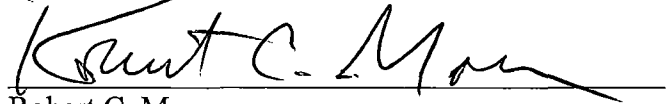
Pursuant to the Public Service Commission's ("Commission") Order entered in the above case on July 12, 2018, Sentra Corporation, by counsel, hereby files its Notice of Closing and Filing of First Amendment to Stock Purchase Agreement.

1. The Commission's Order of July 12, 2018, required Sentra Corporation to notify the Commission of the consummation of the approved acquisition within five (5) days of the completion of the acquisition of the Sentra Corporation shares of stock, and to file with the Commission a copy of the First Amendment to Stock Purchase Agreement within seven (7) days of the completion of the approved acquisition.

2. The consummation of the closing whereby Sentra Resources LLC purchased the shares of stock of Sentra Corporation occurred on Friday, October 12, 2018.

3. A copy of the First Amendment to Stock Purchase Agreement executed by Sentra Resources LLC and Blue Ridge Mountain Resources, Inc., is attached hereto as Exhibit A.

Respectfully submitted,

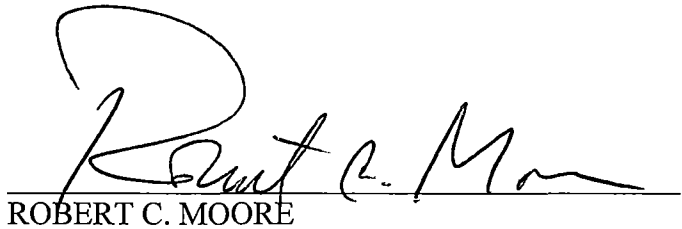


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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by electronic mail, on this 16TH day of October, 2018 upon:

John N. Hughes
Attorney at Law
124 West Todd Street
Frankfort, KY 40601
Email: jnhughes@johnnhughespcc.com



ROBERT C. MOORE

EXHIBIT A

FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT (this "Amendment") is made and entered into as of August 10, 2018 by and between SENTRA RESOURCES LLC, a Kentucky limited liability company ("Buyer"), and BLUE RIDGE MOUNTAIN RESOURCES, INC., a Delaware corporation ("Seller").

RECITALS

WHEREAS, Buyer and Seller entered into that certain Stock Purchase Agreement, dated as of March 6, 2018 (the "Agreement"); and

WHEREAS, Buyer and Seller desire to amend the Agreement as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Agreement.

2. Amendments to the Agreement.

a. Section 1.3(a) of the Agreement is hereby amended and restated to read in its entirety as follows: "The Purchase Price (defined below) of Fifty Thousand Dollars (\$50,000.00), by wire transfer of immediately available funds to an account designated by Seller;

b. The first sentence of Section 2:2 of the Agreement is hereby amended and restated to read in its entirety as follows: "The purchase price for the Shares shall be Fifty Thousand Dollars (\$50,000.00) (the "Purchase Price")."

c. Section 2.3 of the Agreement is hereby amended and restated to read in its entirety as follows: "2.3 Correction of Mcf Base Rate. By its Order of April 24, 2018, in PSC Case No. 2018-00124, the Kentucky Public Service Commission ("PSC") erroneously set a residential/commercial base rate of \$2.1440 per Mcf and an industrial base rate of \$1.3197 per Mcf for the Company which differs from the base rate charge per Mcf of \$4.3709 for all customers established for the Company in PSC Case No. 2016-00384. In addition to the conditions set forth in Sections 6 and 7 of this Agreement, the closing of the transaction contemplated by this Agreement is contingent upon the PSC correcting this error pursuant to the Petition for Correction of Order filed in PSC Case No. 2018-00243 on July 11, 2018 or otherwise, and setting a base rate charge per Mcf of no less than \$4.3709 for all customers of Company.

d. The parties agree that there shall be no purchase price adjustment and Sections 2.3(a)-(g) of the Agreement are deleted in their entirety. The parties acknowledge and agree that the inter-company or related party accounts receivable of Sentra Corporation at Closing shall be cancelled as of or prior to Closing and shall not be collected and that the inter-company or related party accounts payable of Sentra Corporation at Closing shall be cancelled as of or prior to Closing and shall be released as of and from and after the Closing. Seller covenants and agrees to take any and all actions necessary to secure release from any such accounts payable at or prior to Closing. Buyer agrees to take any and all actions necessary to release and discharge Seller's related parties from any such accounts receivable from and after Closing.

e. Section 8.1 of the Agreement is hereby amended by replacing the date "June 4, 2018" with the date "September 4, 2018."

f. Section 10.7 of the Agreement is hereby amended and restated to read in its entirety as follows: "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, the Agreement, the First Amendment to Stock Purchase Agreement dated as of August 6, 2018 (the "Amendment") 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, as amended by the Amendment. The Seller and the Buyer each agree to execute any documents reasonably necessary or required to carry out and perform the requirements of the Agreement, as amended by the Amendment.

3. Effects of Amendment. As of and after the date hereof, each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended by this Amendment. Except as specifically amended by this Amendment, each term, provision and condition of the Agreement survives, remains and shall continue in full force and effect.

4. Entire Agreement. This Amendment and the Agreement and any schedules or exhibits attached to the Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior understandings and writings between the parties relating thereto.

5. Counterparts. This Amendment may be signed in any number of counterparts, which may be delivered in original, electronic or facsimile form, each of which shall be construed as an original, but all of which together shall constitute one and the same instrument.

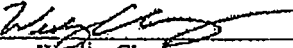
6. Governing Law. This Amendment shall be construed and interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Kentucky.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER:

SENTRA RESOURCES LLC

By: 


Name: Wesley Cleary

Title: Member

Date: 8/10/18

SELLER:

BLUE RIDGE MOUNTAIN RESOURCES, INC.

By: 

Name: John K. Reinhart

Title: President and Chief Executive Officer

Date: 8/13/18