

**BREAKAWAY, INC.**  
**1075 OLD TURNPIKE ROAD**  
**SUTTON, WV 26601**  
**VOICE: 304-765-5317**  
**FAX: 304-765-5389**

**FAX COVER SHEET**

**TO:** State of WV - Purchasing Dir. - Chuck Bowman

**FAX #:** 304-558-3970

**FROM:** Tonya Vincent

**TOTAL PAGES (INCLUDING COVER SHEET)** 19

**REMARKS** Sealed Bid: DEP 13718  
Bid Opening: 2/7/08 - 1:30pm

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State of West Virginia  
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**request for  
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 DEP13718

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**BREAKAWAY, INC.**  
 1075 Old Turnpike Road  
 Sutton, WV 26601  
 Voice 304-765-5317

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/12/2007				

BID OPENING DATE: 02/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$159,500.00
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF HILO ENERGY CORPORATION, NOW UNDER REVOKED PERMIT NUMBER(S) U-4019-92. THIS SITE CONSISTS OF APPROXIMATELY 6 ACRES AND IS LOCATED NEAR IAEGER, WV IN MCDOWELL COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 01/10/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM THE INTERSECTION OF U.S. ROUTE 52 AND STATE ROUTE 80 AT IAEGER. TAKE U.S. ROUTE 52 NORTH TOWARD GILBERT. TRAVEL 1.5 MILES AND TURN LEFT TOWARD PANTHER STATE FOREST ON COUNTY ROUTE 1. (SUPER STOP CONVENIENCE STORE IS ON THE LEFT) TRAVEL 0.2 MILE AND TURN RIGHT ONTO THE HAULROAD. TRAVEL 0.3 MILE TO THE MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jonny Vincent</i>	TELEPHONE 304-765-5317	DATE 02/7/08
TITLE President	FERN 13-4279911	ADDRESS CHANGES TO BE NOTED ABOVE

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S.H.T.O.

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<p>OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MCDOWELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT.</p>						

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ROADS

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS</p>						

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ORDER

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<p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:                      CONTRACTORS NAME - <i>Breakaway, Inc.</i>                      CONTRACTORS LICENSE NO. - <i>WV037089</i></p> <p>THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>						

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2.						
THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:						
A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,						
B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.						
3.						
A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.						
REV. 10/01/01  EXHIBIT 7  DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS  IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF						

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VENDOR ADDRESS

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<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES, IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO</p>						

DEP. 13718 .....

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Table with columns: DATE PRINTED (12/12/2007), TERMS OF SALE, SHIP VIA, F.O.B., FREIGHT TERMS, BID OPENING DATE (02/07/2008), BID OPENING TIME (01:30PM)

Main table with columns: LINE, QUANTITY, UOP, CAT. NO., ITEM NUMBER, UNIT PRICE, AMOUNT. Contains text: MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS.: NO. 1 (marked with X), NO. 2, NO. 3, NO. 4, NO. 5. Includes disclaimer text and signature of Tony Vincent for Breakaway, Inc. dated 2/7/08.

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Signature, Title, PEIN, Telephone, Date, Address changes to be noted above

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION                  PURCHASING DIVISION                  BUILDING 15                  2019 WASHINGTON STREET, EAST                  CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13718</p> <p>BID OPENING DATE: 02/07/2008</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:                  304-765-5317</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Doug Vincent</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
DEP13718

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
CHUCK BOWMAN  
304-558-2157

\*510160447 304-765-5317  
BREAK AWAY INC  
1075 OLD TURNPIKE ROAD  
SUTTON WV 26601

ENVIRONMENTAL PROTECTION  
DEPT. OF  
OFFICE OF SPECIAL RECLAMATION  
116 INDUSTRIAL DRIVE  
OAK HILL, WV  
25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/22/2008				

BID OPENING DATE: 02/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				ADDENDUM ISSUED FOR THE HILO ENERGY CORP. PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AS A RESULT OF THE MANDATORY PRE-BID OF 01/10/2008. THIS IS ALL THAT IS INCLUDED IN THIS ADDENDUM.		
				BID DATE AND OPENING TIME REMAIN UNCHANGED AS: 02/07/2008 @ 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND		
				***** THIS IS THE END OF RFQ DEP13718 *****		
				TOTAL:		\$ 159,500.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Daya Tixant* TELEPHONE: 304-765-5317 DATE: 2/7/08

TITLE: President FEIN: 13-4279911 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION/OFFICE OF SPECIAL RECLAMATION

WV-36a STATE OF WEST VIRGINIA  
REV. 1/29/02 PURCHASING CONTINUATION SHEET  
VENDOR:

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**SCOPE OF WORK**

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Hilo Energy Corporation, Permit U-4019-92, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 8.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 7.0 )
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remove any and all debris from site, which includes but not limited to, junked mine equipment, remnants of truck scales, and all trash. Contractor must provide documentation of proper disposal.
7. Remove abandoned truck scale and any associated structures, on County Route 1, at haulroad/access road entrance. Once the area is regraded, contractor shall add 8 inches of crusher run stone along the shoulder of County Route 1. NOTE: Cost of crusher run stone is incidental to and included in structure and/or debris bid item.
8. Install 5 mine seals. Each seal shall have a rip rap "V" ditch splash pad one (1) foot deep and ten (10) feet long constructed from the end of the discharge pipe, cost of this ditch will be incidental to and included in the cost of each mine seal.
9. By using all available spoil material partially eliminating approximately 520 feet of highwall by backfilling on a 2 horizontal to 1 vertical slope to a height of fourteen (14) feet over the existing coal seam pit floor. In addition, all caved or overhangs shall be backfilled. All loose material shall be removed from outslope between the coal seam bench and the loadout area and used for backfill material. NOTE: If sufficient backfill material is determined not to be on site to complete the minimum requirements of this project the contractor shall, at his expense, acquire sufficient material from an off site source.
10. All "black" material on site will be gathered and blended with 80 ton of lime. The lime shall be divided between the mine bench and loadout. This material shall be encapsulated and placed in the backfill 2 feet above the pit floor and 10 feet from the highwall.
11. The loadout area shall be backfilled and regraded to eliminate all vertical walls on a 2 horizontal to 1 vertical slope and to achieve a sheet flow pattern.

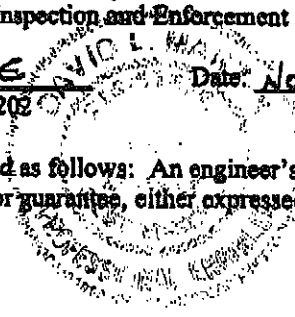
WV-36a                      STATE OF WEST VIRGINIA  
 REV. 1/29/02            PURCHASING CONTINUATION SHEET  
 VENDOR:

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- 12. The safety berm on the outside edge of haulroad/access road shall not be disturbed. Upon completion of the project and prior to final demobilization, the ditch line, all sumps and pipes shall be cleaned and entire access road revegetated.
- 13. Install approximately 600 lf feet of hay bale dike for sediment control during and after construction.
- 14. Regrade and revegetate approximately 6 (six) acres.

I David L. Martin, Sr., the undersigned, hereby certify <sup>1</sup> that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David L. Martin, Sr. PE                      Date: November 7, 2007  
 Registered Professional Engineer WV No. 7202



<sup>1</sup> The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

BREAKAWAY, INC.  
 1075 Old Turnpike Road  
 Sutton, WV 26601  
 STATE OF WEST VIRGINIA  
 304-765-5317

**SPENDING UNIT**  
 WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
 PROTECTION/ OFFICE OF SPECIAL RECLAMATION

IV-36  
 REV. 1/29/02  
 PURCHASING CONTINUATION SHEET

ENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
<b>PERMIT NAME: <u>Hilo Energy Corporation</u></b>				
<b>PERMIT NUMBER(S): <u>U-4019-92</u></b>				
<b>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.</b>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>5,000.00</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000.00</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>5,000.00</u>
4.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>60,000.00</u>
5.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ <u>3,000.00</u>
6.0		<u>REVEGETATION</u>		
6.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>1,350.00</u>
6.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>2,400.00</u>
6.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>2,400.00</u>
6.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>2,400.00</u>
7.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>1,000.00</u>
8.0	<u>600</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>5.00</u> PER LF	\$ <u>3,000.00</u>
9.0	<u>5</u> EA	<u>WET MINE SEAL</u> (Non-acid producing seams)	\$ <u>10,000.00</u> PER EA	\$ <u>50,000.00</u>

**BREAKAWAY, INC.**

1075 Old Turnpike Road  
STATE OF WEST VIRGINIA  
Sutton, WV 26601

**SPENDING UNIT**  
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION/ OFFICE OF SPECIAL RECLAMATION

WV-36

REV. 1/29/02

PURCHASING CONTINUATION SHEET  
Voice 304-765-9317

VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>15,000.00</u>
11.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
12.0	<u>80 TON</u>	<u>LIMING</u>	\$ <u>100.00</u> PER TON	\$ <u>8,000.00</u>
<b>TOTAL FOR PERMIT <u>U-4019-92</u></b>				<b>\$ <u>159,550.00</u></b>



RFQ No. DEP 13718

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Bredkaway, Inc.

Authorized Signature: Tonya Vincent Date: 2/7/07

Agency Purchasing Division  
REQ.P.O# DEP13718

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Breakaway, Inc.  
of 1075 Old Turnpike Road, Sutton, WV 26601, as Principal, and Ohio Farmers Insurance Company  
of One Park Circle Drive Westfield Center, Ohio a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of (5%) Five percent of amount bid for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Hilo Energy Corp  
McDowell County, WV

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
7th day of February, 2008.

Principal Corporate Seal

Breakaway, Inc.  
(Name of Principal)  
By Donna Vincent  
(Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
Kimberly L. Miles  
Attorney-in-Fact

Kimberly L. Miles  
Licensed WV Resident Agent

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**

General  
Power  
of Attorney

POWER NO. 4750172 01  
**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 19th day of JUNE A.D., 2006.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this 19th day of JUNE A.D., 2006, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*

**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of February A.D., 2008.



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**