

BREAKAWAY, INC. 1075 OLD TURNPIKE ROAD SUTTON, WV 26601

General Contractor WV037089 Voice: 304-765-5317 FAX: 304-765-5389

FAX COVER PAGE

To State of WV - Purchasing	Division
Attention <u>Chuck Bowman</u>	
Fax Number <u>304-558-3970</u> Date <u>9</u>	9/10
From Jonya Vincent	
Total Pages (Including this cover sheet)	3
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Mail To:	(ISION GENERAL SERVICE
WV PURCHASING DIVISION 2019 WASHINGTON ST E PO BOX 50130 CHARLESTON WV 25305-0130	



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

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CHUCK BOWMAN	
304-558-2157	<u> </u>

RFQ COPY TYPE NAME/ADDRESS HERE

BREAKAWAY, INC. 1075 Old Turnpike Road Sutton, WV 26601 304-765-5317 Voice/

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET CHARLESTON, WV 25304

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

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CHUCK BOWMAN	
304-558-2157	{{

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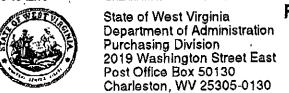
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ADDRESS CORRESPONDENCE TO AFTENTION OF CHUCK BOWMAN 304-558-2157

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304

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BREAKAWAY, INC.

1075 Old Turnpike Road

Sutton, WV 26501

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Voice/

304-765-5389 >>



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CHUCK BOWMAN	
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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET CHARLESTON, WV 25304

304-926-0499

SHIP VIA FREIGHT TERMS DATE PRINTED TERMS OF SALE 07/21/2010 BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM ITEM NUMBER UNIT PRICE QUANTITY UOP AMOUNT. LINE 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.) BUILDER'S 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. FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF (XX) BONDS: 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 4ABOR/ 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 TH A LETTER OF CREDIT SUBMITTED STATE OF WEST VIRGINIA. IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS. PERSONAL OR BUSINESS CHECKS ARE NOT UNDER \$100,000. ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. RFV. 11/00 AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (fxpiration | Date: | 01/3|1/2013) is attached. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AMI CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16 SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE SIGNATURE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE

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CHUCK BOWMAN 304-558-2157

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> BREAKAWAY, INC. 1075 Old Turnpike Road Sutton, WV 26601 304-765-5317 Voice

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

Request for p Quotation

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ADDRESS CORRESPO	Ņ	DENCE TO ATTENTION OF
CHUCK BOWMAN		
304-558-2157		

RFQ COPY ENVIRONMENTAL PROTECTION TYPE NAME/ADDRESS HERE DEPARTMENT OF BREAKAWAY, INC. OFFICE OF AML&R 601 57TH STREET SE 1075 Old Turnpike Road CHARLESTON, WV Sutton, WV 26601 25304 304-926-0499 Voice/ 304-765-5317

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

Request for Quotation

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ADDRESS:CORRESPON	DENCE TO ATTENTION OF THE
CHUCK BOWMAN	
304-558-21 <u>57</u>	L

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

CHUCK BOWMAN

304-558-2157

ATTENTION OF ...

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> BREAKAWAY, INC. 1075 Old Turnpike Road Sutton, WV 26601 Voice, 304-765-5317

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

Request for Quotation

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CHUCK BOWMAN	
304-558-2157	

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DEPARTMENT OF	
OFFICE OF AML&R	
OFFICE OF AML&R 601 57TH STREET CHARLESTON, WV	SE
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State of West Virginia Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

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CHUCK BOWMAN		
304-558-2157	┙	<u> </u>

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1075 Old Turnpike Road	601 57TH STREET	SE
Sutton, WV 26601	CHARLESTON, WV 25304	304-926-0499
Voice, 304-765-5317	25304	JU4~766-U477

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Request for Quotation

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CHUCK BOWMAN	
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> BREAKAWAY, INC. 1075 Old Turnpike Road Sutton, WV 26601 Voice, 304-765-5317

ENVIRONMENTAL P
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET
CHARLESTON, WV
25304

304-926-0499

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Department of Administration

2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Purchasing Division

State of West Virginia

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Qu	otati	on

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RFQ COPY TYPE NAME/ADDRESS HERE

> BREAKAWAY, INC. 1075 Old Turnpike Road Sutton, WV 26601 304-765-5317 Voice/

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET CHARLESTON, WV 25304

304-926-0499

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

Request for Quotation

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BREAKAWAY, INC. 1075 Old Turnpike Road Sutton, WV 26601 Voice, 304-765-5317

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DEPARTMENT OF	

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OFFICE OF AML&R 601 57TH STREET CHARLESTON, WV 25304

CHUCK BOWMAN

304-558-2157

304-926-0499

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

Request for Quotation

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML& 601 57TH STREET CHARLESTON, WV 25304

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RFQ COPY TYPE NAME/ADDRESS HERE BREAKAWAY, INC. 1075 Old Turnpike Road Sutton, WV 26601 304-765-5317 Voice,

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

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*510160447 304-765-5317 BREAKAWAY INC 1075 OLD TURNPIKE ROAD

SUTTON WV 26601

<u> 304-558-2157 - </u>	
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OMB #1029-0119 Expration Date: 1/31/13

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Informa	tion			
Business Name: Brown Address: 1675 Old Tolity: Sutton Fax No.: 304-7105-52	urnnike			
Part B: Legal Structure				
(Corporation () () Other (please specify)	Sole Proprietorship	() Partnership	() LC	
Part C: Certifying and up Select only one of the follo	wing options, follow th	e instructions for th	at option and s	ign below.
I, Jonya Vine (print name)	ent, have	e the express authori	ty to certify tha	t:
accurate, complete	the attached Entity Orge, and up-to-date. If you this form. Sign and da	ou select this option,	you must attac	h an Entity
and must be updated AVS to this form.	mation on the attached led. If you select this o Use Part D to provide d complete Part D.	ption, you must atta	ich an Entity Of	T from
3. Our business curr provide all inform	rently has no information ation required in Part I	on in AVS. If you so De Sign and date bel	elect this option ow and comple	, you must te Part D.
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304-765-5389>> Эаган Анн (vance) рганаде DEP15136

Contractor's Bid Sheet

Company	Name:
• •	BREAKAWAY, INC.
Address:	1075 Old Turnpike Road
	Sutton, WV 26601
	Voice, 304-765-5317

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

NO.	QUANTITY			1	
		DESCRIPTION	UNIT	RICE	AMOUNT
1:0	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	L		\$ 60,000.00
2.0	LS	Construction Layout (Limited to 5% of Total Bid)	L	\$	\$ 10,000.00
3.0	LS	Quality Control (Limited to 3% of Total Bid)	L	\$	\$ 2,500.00
4.0	LS	Site Preparation (Limited to 10% of Total Bid)	L	\$	\$ 60,000.00
4.1	28 SY	Concrete Pavement Replacement	250.	po	\$ 7,000.00
5.1	6,615 LF	Sediment Control	5.	\$0	\$ 33,075.00
5.2	180 SY	Permanent Erosion Control Matting	10.	Ø	\$ 1,800.00
5.3	42 LF	Diversion Berms	100.	6 0	\$ 4,200.00
5.4	13 EA	Rock Check Dams	500	b0	\$ 6,500.00
6.0	10.0 AC	Revegetation	2,000		\$ 20,000.00
7.1	LS	Temporary Stream Crossing	LS	d	\$ 5,000.00
7.2	52 LF	48-inch HDPE pipe	144	00	\$ 7,488.00
7.3	218 LF	24-inch HDPE pipe	72	00	\$ 15,1,96,00
7.4	LS	Clean out existing 18-inch CMP	LS		\$ 2,000.00
7.5	LS	Reshape Existing Ditch	LS		\$ 1,000.00
7.6	636 LF	Type I Channel	20.9	b -	\$ 12,720.00
7.7	69 LF	Type II Channel	60.	Ø	\$ 4,140.00
7.8	297 LF	Type III Channel	50.		\$ 14,850.00
7.9	657 LF	Type IV Channel	120.	\$0	\$ 78, 840.00
7.10	1,108 LF	Type V Channel	80.	0	\$ 88,640.00
7.11	100 LF	Temporary 18-inch HDPE pipe	54.		\$ 5,400.00
8.0	13,013 CY	Unclassified Excavation	2-5		\$ 32,532.50
9.1	3 Ea	Wet/Modified Mine Seal	10.000	∞	\$ 30,000-00
9.2	9 Ea	Bat Gate Mine Seal	15,00	.00	\$ /35,000.00
9.3	8 Ea	Dry Mine Seal			\$ 40,000.00
11.0	860 LF	Underdrain			\$ 51,600.00
12.0	2.0 AC	Soil Cover	10.00		\$ 20,000.00
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*********	************	TOTAL			\$ 749,981.50

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BID BOND

	KNOW ALL MEN BY THESE	PRESENTS, That we, the	undersigned, B	reakaway,	Inc.	
of	Sutton	WV	, as Pr	incipal, and	Ohio Farn	ers Insurance Company
of —	Westfield Center ,	OH ,	a corporation or	ganized and	existing un	er the laws of the State of
(OH with its principal offic	e in the City ofWestf	ield Center	, as Surety,	are held an	firmly bound unto the State
of Wes	t Virginia, as Obligee, in the pen) for the payment of which,
	d truly to be made, we jointly and				xeculors, st	ccessors and assigns.
	·					
	The Condition of the above ob	ligation is such that where	eas the Principal	has submitt	ed to the Pi	rchasing Section of the
Depart	ment of Administration a certain	bid or proposal, attached	hereto and made	e a part here	of, to enter	into a contract in writing for
Sarah	n Ann (Vance) Drainage, Log	an County, WV				
-						
	NOW THEREFORE,					
	(a) If said bid shall be rejected(b) If said bid shall be accepted	d, or	antarinto o cont	ract in accor	dance with	he hid or proposal attached
herelo	and shall furnish any other bond	s and insurance required.	by the bid or pro	posal, and s	hall in all of	her respects perform the
	nent created by the acceptance on and effect. It is expressly underst	of said hid, then this oblide	ation shall be nul	i and void, o	lherwise thi	s oblidation shall femain in IVII
lotce a	nd effect. It is expressly underst the penal amount of this obligat	ood and agreed that me i jon as herein stated.	lability of the Sur	ety for ally e	ina an ciain	B Herediaet Shan, with every
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	The Surety, for the value receipaired or affected by any extension	ved, hareby stipulates and	d agrees that the	obligations	of said Sur	ly and its bond shall be in no said Surety does hereby
way im	paired or allected by any extensionless.	ion of the fittle within which	in the Opingee in	ay accept so	icii bid, ond	
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						th of them as are corporations
have c	aused their corporate seals to be		se presents to b	e signed by (their proper	bificers, this
9th	day ofSeptember				1	
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Princip	al Corporate Seal			breakawa	4	e of Principal)
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				ву 💴	(Mus	be President or
				•	Vice	President)
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Curatu	Corporale Soul			Ohio Falm	ara Ingura	hoo/Company
Surety	Corporate Seal			Onio Fami		hce/Company e of Stylely)
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				Kimberly L. Miles	LinenzedMVB	sident Agent Attorney-in-Fact
				PHILIPOTHY ET MINES	. 2.001.948/144 J	Auriney-live dol
IN ATO COT	RTANT - Surely executing bonds	must be licensed in Wes	t Virginia to trans	sact surety in	surance. Ç	prporate seals must be affixed,
and a l	power of attorney must be attach	ed.	<u>.</u>	•		
•						1

General Power of Attorney

CERTIFIED COPY

POWER NO. 4750172 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

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 WVIts true and lawful Attornoy(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

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 NATIONAL INSURANCE COMPANY and OHIO FARMERS INBURANCE 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

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."

The Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

The Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

The Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

The Attorney-in-Fact was all 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 attended." (Each adopted at a meeting bearing the Partiary 8, 2000).

held on February 8, 2000).

In Wilness 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 A.D., 2006 . JUNE

Corporate NAURA VE Seals DEX:NA

State of Ohio County of Medina WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Bv

Richard L. Kinnalrd, Jr. Senior Executive

On this 19th day of JUNE A.D., 2008, before me personalty 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 offixed 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 Affixed

State of Ohio County of Medina

35.:



William J. Kahelin, Alterney at Law, Notary Public My Commission Does Not Expre (Sec. 147,03 Onio Revised Code)

I, Frank A. Carring, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do nereby 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 affect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of A.D.,

September

TIONAL MY ⁷0₆₀₀₀



rank A. Carrino, Secretar



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STA	TE OF $\underline{\omega}v$	
COU	INTY OF Braxton, TO-WIT:	
I,	Jonus Vincent, after being first duly sworn, depr	se and
state	e as follows:	
1.	I am an employee of	; and,
2,	I do hereby attest that Breakaway Inc	
	(Company Name)	
	maintains a valid written drug free workplace policy and the policy is in compliance with West Virginia Code §21-1D-	
The	above statements are sworn to under the penalty of perjury	
	(Company Name)	
	/	
	By: Chyn Tincont	
	Title: 1 issident	
	Date: $\frac{q/q}{l}$	· · · · · · · · · · · · · · · · · · ·
Tak	cen, subscribed and sworn to before me this 8th day of	stember, 2010
Ву	Commission expires ALMUST 28, 2011	
(Se	Chical Seal Notary Public State of Wast Virginia Sue Ann Rutherford P.O. Box 414 Sunon, WV 26601 My Commission Expires Aug. 28, 2011 Chical Seal Notary Public (Notary Public)	enland
ŢH:	IS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN	DRDER TO
CO	MPLY WITH WV CODE PROVISIONS. FAILURE TO INCL	UDE THE
	FIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFIE BID.	CALLON OF
	F NTAT	Rev March 2009

RED No. DEP15136

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awaited 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 pne 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 entry 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 exceed 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.

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

MILIAE 22 ILLE LONGONING CONTRACTOR		1	
Vendor's Name: Briakaway, Inc.		1. / ,	***************************************
Authorized Signature: 6nya / Incord	Date:	1/8/10	
State of			
County of, to-wit;	,		
Taken, subscribed, and sworn to before me this day	of September		
My Commission expires August 28	, 20/).	100	
AFFIX SEAL HERE	NOTARY PUBLIC LUE H	nn Kuthen	W D

Official Beal Notary Public State of West Virginia Sue Ann Rutherford P.O. Box 414 Sutton, WV 26601 My Commission Expires Aug. 28, 2011

WITHERS THE FOLLOWING SIGNATURE

Perchasing Affidavit (Revised 12/15/09)