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T.R.A. DOCKET ROOM

Henry Walker
Direct: 615.252.2363
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December 6, 2013

Hon. James M. Allison, Chairman
c/o Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Petition of B&W Pipeline, LLC for a Certificate of Convenience and Necessity
Docket No. 13- 00/51

Dear Chairman Allison:

B&W Pipeline, LLC files an original and 5 copies of the attached Petition for a Certificate of Convenience and Necessity to operate natural gas pipeline in Pickett, Morgan and Fentress counties. Our check in the amount of \$25.00 to cover the filing fee will be delivered on Monday.

Thank you for your assistance in this matter. If you have any questions, or if I may be of further assistance, please do not hesitate to contact me.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:

Henry Walker

HW/mkc
Enclosure

BEFORE THE TENNESSEE REGULATORY AUTHORITY

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IN RE:

T.R.A. DOCKET ROOM

APPLICATION OF B&W PIPELINE, LLC)
FOR A CERTIFICATE OF)
CONVENIENCE AND NECESSITY TO)
OPERATE A NATURAL GAS PIPELINE)
SYSTEM IN PICKETT, MORGAN &)
FENTRESS COUNTIES)

DOCKET NO. 13-00151

APPLICATION OF B&W PIPELINE, LLC
FOR A CERTIFICATE OF
CONVENIENCE AND NECESSITY

B&W Pipeline, LLC ("B&W" or "the Company"), is an intrastate, natural gas pipeline located in Tennessee. B&W asks the Tennessee Regulatory Authority to grant the Company a certificate of convenience and necessity pursuant to T.C.A. § 65-4-201.

In support of this request, Petitioner states as follows:

1. B&W is Delaware limited liability company authorized to conduct business in Tennessee. The address of B&W's corporate office is 728 South Jefferson Avenue, Unit 4, Cookeville, Tennessee 38501.
2. B&W's pipeline is approximately fifty miles long and extends through parts of Pickett, Morgan and Fentress counties. A map of B&W's pipeline is attached hereto as Exhibit 1.
3. The pipeline now owned by B&W was formerly owned by The Titan Energy Group, Inc. ("Titan"), a subsidiary of Gasco Distribution Systems, Inc. ("Gasco"), a TRA-certified natural gas distribution company. As part of the Gasco system, the pipeline operated pursuant to Gasco's certificate. Following the bankruptcy of Gasco, the pipeline was separated from

Gasco and sold to B&W. Therefore, B&W seeks a certificate to continue the pipeline's current operations.

4. At this time, B&W provides transportation service to Navitas TN NG LLC ("Navitas") which owns the natural gas distribution system formerly owned by Gasco. B&W also provides natural gas service directly to seven residential customers. B&W is in the process of transferring those customers to Navitas. Following the transfers, Navitas will be B&W's only customer. Navitas and B&W currently operate under a transportation agreement. A copy of the agreement is attached as Exhibit 2.
5. B&W will adhere to all applicable federal and state pipeline safety requirements.
6. B&W's current operations demonstrate that B&W has the financial, managerial and technical abilities to offer natural gas transportation services. B&W submits as Exhibit 3 the resumes of key personnel associated with the pipeline. B&W will separately file confidential financial statements for 2012 as Exhibit 4. B&W has engaged legal, accounting and regulatory experts to assist it with these managerial duties. B&W will comply with the orders and rules of the Tennessee Regulatory Authority.
7. All correspondence and communications with respect to this Petition should be sent to the following:

Henry Walker
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203

Telephone: 615-244-2582
Facsimile: 615-252-6380

Rafael E. Ramon, Controller
Enrema, LLC
728 S. Jefferson Avenue, Unit #4
Cookeville, TN 38501
Office: 931-563-0100 x 301
Cell: 561-306-6866

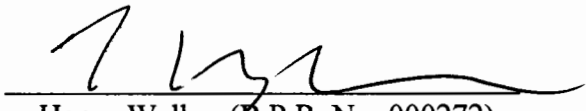
WHEREFORE, PETITIONER PRAYS:

1. That the Tennessee Regulatory Authority grant a Certificate of Necessity and Convenience.
2. That this matter be set for hearing.
3. That the Authority grant Petitioner such other relief as appropriate.

Respectfully submitted this 6th day of December, 2013.

Respectfully submitted,


BRADLEY ARANT BOULT CUMMINGS LLP

By: 
Henry Walker (B.P.R. No. 000272)
1600 Division Street, Suite 700
Nashville, TN 37203
Phone: 615-252-2363
Email: hwalker@babco.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Application has been sent by first class mail on December 6, 2013 to:

Navitas Utility Corporation
121 Eakly Campus Road
Eakly School
Eakly, OK 73033



HENRY WALKER

EXHIBIT LIST

1. Map of B&W's pipeline
2. Transportation Agreement between B&W and Navitas
3. Resumes of key personnel
4. Confidential financial statements (filed separately under seal)

EXHIBIT 1
PIPELINE MAP

B & W Pipeline

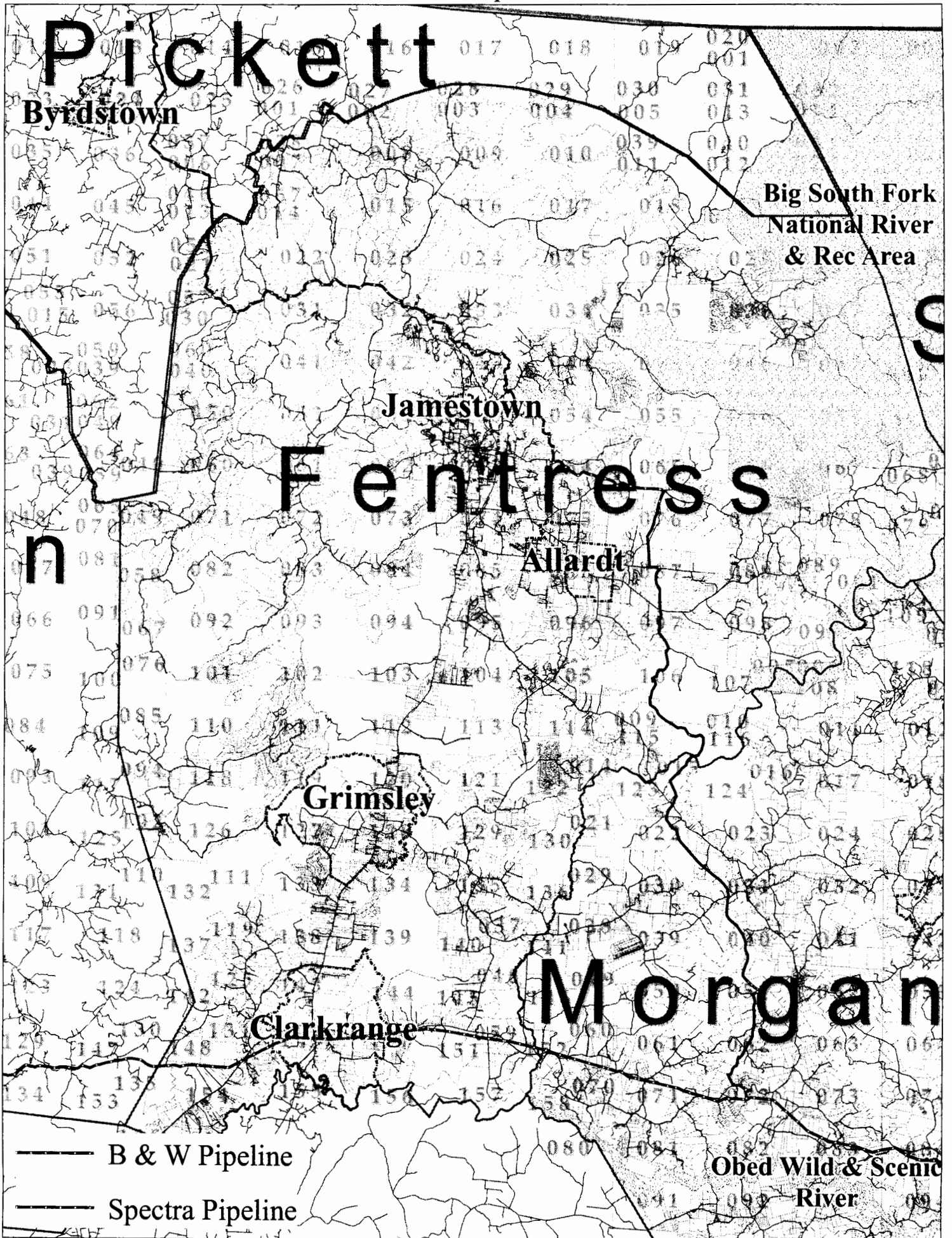


EXHIBIT 2
TRANSPORTATION AGREEMENT

TRANSPORTATION AGREEMENT

This Transportation Agreement is made and entered into this ___ day of October, 2010 (this "Agreement") and effective as of September 2, 2010 (the "Effective Date"), by and between B&W Pipeline, LLC ("B&W") and Gasco Distribution Systems, Inc., ("GASCO"). B&W and GASCO are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, B&W owns and operates a natural gas pipeline in Pickett, Fentress and Morgan Counties, Tennessee commonly known as the B&W Pipeline (the "Pipeline"); and

WHEREAS, B&W will accept natural gas into the Pipeline at the East Tennessee Gas Pipeline Spectra Energy Meter Station 59157, Morgan County Number 3 (the "Primary Receipt Point"); and

WHEREAS, the Pipeline is capable of delivering natural gas to the delivery points specified in Exhibit A (collectively referred to as the "Delivery Points"); and

WHEREAS, GASCO desires to transport certain volumes of natural gas on the Pipeline with delivery to occur at the Delivery Points;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representation, warranties and promises set forth herein, the Parties mutually agree as follows:

1. SCOPE OF DELIVERY

B&W agrees to accept and receive injections of natural gas for GASCO or its agents at the Receipt Point (as hereafter defined) and to transport such natural gas to the Delivery Points. B&W agrees to operate the Pipeline in accordance with Prudent Industry Practices and to transport GASCO's gas on a firm basis. For purposes hereof, "Prudent Industry Practices" means the exercise of that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced pipeline operator in the United States engaged in the same type of undertaking.

2. DAILY DELIVERIES

(a) Volume. B&W agrees to accept and transport on a firm basis up to 750 MCF of natural gas on a daily basis necessary for GASCO to service the requirements of GASCO's utility systems described in Exhibit A (the "Daily Contract Quantity"), excluding shrinkage volumes.

Any volumes received in excess of the Daily Contract Quantity shall be transported on an interruptible basis.

(b) Receipt Points. In addition to the Primary Receipt Point, B&W shall be entitled, upon thirty (30) days' prior notice to GASCO, to transport volumes of gas for GASCO's account from alternate receipt points; provided that, the following requirements are satisfied with respect to each such alternate receipt points: (i) GASCO is able to purchase natural gas to be delivered at such receipt point, (ii) such purchase is from a "first purchaser" of gas, (iii) such purchase is documented in a standard form Base Contract for Sale and Purchase of Natural Gas as published by the North American Energy Standards Board, Inc. ("NAESB") in form and substance acceptable to GASCO, and (iv) the price of any such gas is determined monthly based upon the spot gas price at the Henry Hub price at the beginning of each month. The notice regarding alternative receipt points from B&W shall identify the location of any such alternative receipt point and the equipment and process for reversing the flow (if applicable) of the Pipeline. Any such receipt point meeting the foregoing parameters, along with the Primary Receipt Point shall be collectively referred to herein as the "Receipt Point").

(c) Nominations. At least five (5) days prior to the beginning of any month, GASCO will notify B&W in writing of its intent to ship volumes on the Pipeline and will provide an estimate of the volumes of gas in MCFs to be transported on a daily basis during the calendar month.

(d) Changes to Nominations. GASCO has the right to change its nominated volume to be transported during the month on a daily basis. It is GASCO's responsibility to notify producers, B&W, and connecting pipelines regarding any change in transportation volumes. B&W will accept GASCO's nominations as such may change from time to time in accordance with its agreements with its suppliers. In no event is B&W obligated to deliver to GASCO more than 750 MCF a day. Nothing in this Agreement is intended or shall be deemed to obligate B&W to redeliver any gas to GASCO if GASCO has not previously caused an equal volume of gas to be injected into the Pipeline in accordance with this Agreement.

(e) Specifications. B&W shall publish on its website or deliver to GASCO the required specifications (the "Specifications") of natural gas to be injected into the Pipeline, including the Pipeline's requirements with respect to natural gas quality, pressure and odorization. GASCO shall deliver gas at the Receipt Point which conforms to the Specifications.

3. TERM OF AGREEMENT

(a) Initial Term. This Agreement shall become effective on the Effective Date and shall continue for a period of five years (the "Initial Term").

(b) Renewal. Not later than 60 days prior to the expiration of the Initial Term, the Parties may mutually agree to renew this Agreement for an additional term on such terms as the

Parties may mutually agree (the "Renewal Term"). The Initial Term together with any Renewal Term shall be the "Term."

4. RATE

The rate for transporting volumes on the Pipeline from the Receipt Point to the Delivery Points shall be \$0.60 (sixty cents) per MCF (the "MCF Rate"). In the event that the Pipeline ever becomes subject to the jurisdiction of any regulatory authority, the Parties will endeavor to achieve a regulated rate equal to the MCF Rate. The rate shall be applied to volumes delivered to each Delivery Point and each invoice shall designate the Delivery Point for all volumes.

5. SHRINKAGE

B&W will retain ten percent (10.0%) of all volumes delivered to B&W on GASCO's behalf for shrinkage, which shall be allocated based on volumes delivered to each Delivery Point. This shrinkage rate shall be subject to the approval of any applicable state regulatory authority and may be increased or decreased to some greater or lower percentage by such regulatory authorities. Notwithstanding the foregoing, the Parties agree that the shrinkage rate shall not be reduced below the current ten percent (10%) rate until there is a specific ruling by any such regulator authority requiring such reduction.

6. BALANCING OF VOLUMES

The Parties shall endeavor to maintain the volume of gas injected at the Receipt Point in continuous balance with the volume of gas discharged at the Delivery Points. The Parties acknowledge, however, that operational imbalances may occur from time to time. In order to reconcile any such imbalances, GASCO's account will be reviewed at the end of each month and any imbalance shall be corrected in the following month. If the net imbalance is such that GASCO has received more gas than was delivered to B&W during the period under review, GASCO shall be billed for such excess based on the daily MCF Rate. If the net imbalance is such that GASCO has received less gas than was delivered to B&W, other than the shrinkage as described in Section 5, then GASCO will be credited or paid an amount equal to the excess volumes at the daily MCF Rate. In lieu of payment, either Party may correct the imbalance with equivalent volumes of gas.

7. POSSESSION OF GAS

After GASCO delivers gas or causes gas to be delivered to B&W at the Receipt Point and subject to Section 2 and Section 5, B&W shall be deemed to be in control and possession of the gas until it is redelivered to GASCO at the Delivery Point. GASCO shall have no responsibility with respect to any gas deliverable to B&W or on account of anything which may be done, happen or arise, with respect to such gas until B&W delivers such gas to GASCO at the Delivery Point(s) or for the account of GASCO. B&W shall have no responsibility with respect to such gas before GASCO delivers such gas to B&W at the Receipt Point or after B&W redelivers such gas to GASCO at the Delivery Point(s) or on account of anything which may be done, happen or arise

with respect to such gas before such delivery or after such redelivery. B&W may commingle gas for delivery to GASCO with other volumes in its possession that conform to the Specifications.

8. WARRANTY OF TITLE TO GAS

GASCO warrants that it will have title to the gas at all times during transport on the Pipeline. GASCO will indemnify B&W and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to B&W for transportation.

9. BILLING AND PAYMENT

(a) Statement. After adjusting for shrinkage as described in Section 5, on or before the fifth day of each calendar month following commencement of deliveries, or as soon thereafter as practicable based upon the availability of measurement information, B&W will deliver to GASCO a statement showing the amount of natural gas delivered for GASCO's account during the previous Month at each Delivery Point. The statement will be delivered to GASCO at the address and in the form specified in Section 10. To assist B&W in preparing its statement, GASCO will provide volumetric data from its gas suppliers to B&W promptly after receipt of the same.

(b) Payment. Within fifteen days of receipt of the statement, GASCO will remit to B&W the full amount of payment to B&W.

(c) Disputed Payments. If any portion of either the quantities delivered or the price pertaining to any quantity delivered is disputed by GASCO, the portion not in dispute will be paid promptly to B&W. Both Parties agree to work in good faith to expeditiously resolve any billing disputes.

(d) Calibration. The accuracy of measuring equipment shall be verified at reasonable intervals in accordance with Prudent Industry Practices or when requested by either Party by a test to be conducted by the Party named by B&W that owns such equipment, using methods generally accepted in the gas industry. The Parties acknowledge that Spectra Energy, (not B&W), owns the meter at the Primary Receipt Point, and GASCO owns, or will install meters at the Delivery Points. The Parties acknowledge that B&W has no other meters measuring the flow of gas from the Primary Receipt Point to the Delivery Points. The Party performing the test shall notify the other Party sufficiently in advance of the test to permit a representative to be present. All tests shall be made at the expense of the Party performing the test, provided, however, that the Party requesting a test which is less than 180 days from the date of a prior test on the same meter shall bear the expense if any inaccuracy in the equipment is not greater than plus or minus two percent (2%).

(e) Inaccuracies. If upon testing any measuring equipment is found to be inaccurate by plus or minus two percent (2%) or less, previous records of such equipment shall be considered

accurate in computing the volume of deliveries. If upon testing any measuring equipment shall be found to be inaccurate by more than plus or minus two percent (2%) of the average hourly rate of flow since the last test, then any previous readings of such equipment shall be corrected to zero error for any part of the period since the last test during which such error is known to have existed or which may be agreed upon in actual practice by the operating representatives of the Parties. In case the period of such error is not definitely known or agreed upon, such correction shall be for a period of one-half of the time elapsed since the date of the last test but not exceeding a correction period of fifteen (15) days. Following any test, any measuring equipment found to be inaccurate, regardless of the percentage of inaccuracy, shall be adjusted immediately to function correctly.

10. NOTICES

Notices required under this Agreement shall be given in writing, and shall be deemed given when (i) hand-delivered, (ii) sent by nationally recognized express courier service, (iii) deposited in the United States mail, postage prepaid, and addressed to the respective Parties, by certified or ordinary mail, or (iv) sent by fax to the Parties at the addresses and/or fax numbers listed below, or at such other addresses as may be later designated by the Parties in writing.

TO B&W:

B&W Pipeline, LLC
5950 Berkshire Lane, Suite 260
Dallas, Texas 75225
Attention: Carlos A. Fonts, Chief Operating Officer
Telephone: (214) 360-4584
Telefacsimile: (214) 360-4581
E-mail: cafonds@highlandrimenergy.com

TO GASCO:

Gasco Distribution Systems, Inc.
4445 East Pike
Zanesville, OH 43701
Attention: Trina King, Secretary
Phone: (740) 454-8871, ext. 113
Fax: (740) 454-7780
Email: tking@gascodistribution.com

11. CURTAILMENT OF TRANSPORTATION SERVICE

Transportation service may be curtailed or discontinued at the sole option of B&W after reasonable notice of not less than 60 days for scheduled maintenance and immediately for emergency maintenance. However, GASCO shall continue to hold title to any gas (less shrinkage)

received by B&W and not delivered prior to such curtailment or discontinuance. B&W will promptly notify GASCO when conditions permit B&W to resume transportation service.

12. PRIORITY AND ALLOCATION OF TRANSPORTATION SERVICE

Based on GASCO's natural gas service to regulated customers, GASCO will be given the highest priority of deliverability of gas tendered to B&W for transport.

13. REGULATORY BODIES

This Agreement is subject to all present and future valid laws and lawful orders of all regulatory bodies (State and/or Federal) now or hereafter having jurisdiction of the Parties or either of them; and should either of the Parties, by force of any such law or regulation imposed at any time during the Term of this Agreement, be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than to make payments due, the contract shall continue and shall then be deemed modified to conform with the requirements of such law or regulation.

14. CHOICE OF LAW

This Agreement will be governed by the laws of the state of Tennessee, exclusive of conflicts of laws.

15. INDEMNIFICATION

(a) GASCO agrees to indemnify, defend and hold harmless B&W, its affiliates and their directors, officers, employees, representatives, agents and contractors from and against any and all claims, damages, costs, expenses (including reasonable attorneys' fees and other fees, court costs and other disbursements) and penalties (collectively, "Liabilities") incurred by B&W (including, but not limited to, any penalties incurred by or assessed against B&W by GASCO's supplier of gas) resulting or arising from (i) GASCO's failure to take the full quantity of gas scheduled to be taken by GASCO from its supplier (*provided that*, such failure was not caused by B&W's breach of its obligations hereunder) or from GASCO's taking of a quantity of gas in excess of the quantity scheduled to be taken and (ii) GASCO's breach of any of its obligations under this Agreement.

B&W agrees to indemnify defend and hold harmless GASCO, its affiliates and their directors, officers, employees, representatives, agents and contractors from and against any and all Liabilities resulting or arising from (i) any adverse claim, lien or other encumbrance asserted by any Person to GASCO's gas in the Pipeline and not caused by GASCO, its affiliates or contractors including but not limited to other pipelines and/or gas producers, (ii) B&W's breach of any of its obligations under this Agreement, and (iii) B&W's ownership and operation of the Pipeline, including any environmental liabilities related thereto. For purposes hereof, "Person" shall mean an individual, corporation, partnership, limited liability company, joint venture, trust

or unincorporated organization, joint stock company or any other private entity or organization, governmental authority, court or any other legal entity, whether acting in an individual, fiduciary or other capacity.

16. FORCE MAJEURE

(a) Force Majeure. For purposes of this Agreement, “Force Majeure” means any cause or event reasonably beyond the control of a Party, including fires, earthquakes, lightning, floods, explosions, storms, adverse weather, landslides and other acts of natural calamity or acts of God; acts of war, hostilities (whether declared or undeclared), civil commotion, embargoes, blockades, terrorism, sabotage or acts of the public enemy; any act or omission of any governmental authority; good faith compliance with any order, request or directive of any governmental authority, or any other cause reasonably beyond the control of a Party, whether similar or dissimilar to those above and whether foreseeable or unforeseeable, which, by the exercise of due diligence, such Party could not have been able to avoid or overcome. A Party’s inability economically to perform its obligations under this Agreement shall not constitute an event of Force Majeure.

(b) Waiver of Liability. Neither Party shall be liable to the other Party if it is rendered unable by an event of Force Majeure to perform in whole or in part any obligation or condition of this Agreement, for so long as the event of Force Majeure exists and to the extent that performance is hindered by the event of Force Majeure; *provided, however*, that the Party unable to perform shall use any commercially reasonable efforts to avoid or remove the event of Force Majeure and that the Parties shall resume performance promptly once the event of Force Majeure has ceased. During the period that performance by one of the Parties of a part or whole of its obligations has been suspended by reason of an event of Force Majeure, the other Party likewise may suspend the performance of all or a part of its obligations to the extent that such suspension is commercially reasonable, except for any payment and indemnification obligations.

(c) Notice. The Party rendered unable to perform shall give notice to the other Party within 48 hours after receiving notice of the occurrence of an event of Force Majeure, including, to the extent feasible, the details and the expected duration of the event of Force Majeure. Such Party also shall promptly notify the other Party when the event of Force Majeure is terminated.

17. EVENTS OF DEFAULT AND TERMINATION

(a) Event of Default. Notwithstanding any other provision of this Agreement, a “Default” or “Event of Default” shall be deemed to occur under this Agreement when:

(i) GASCO fails to make payment when due under this Agreement within ten business days of a written demand therefor.

(ii) Either Party fails to perform any obligation to the other Party or breaches any covenant made to the Party under this Agreement, which is not cured to the satisfaction of the other Party (in its sole discretion) within ten business days from the date that such Party receives notice that corrective action is needed.

(iii) Either Party breaches in any material respect any representation or warranty made or repeated by the Party, or any representation or warranty proves to have been incorrect or misleading in any material respect when made or repeated under this Agreement.

(iv) Either Party repudiates any material obligation under this Agreement.

(v) Either Party becomes Bankrupt. For purposes hereof, “Bankrupt” shall mean means that a Party (1) is dissolved, other than pursuant to a consolidation, amalgamation or merger, (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up or liquidation, (5) has a resolution passed for its winding-up, official management or liquidation, other than pursuant to a consolidation, amalgamation or merger, (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets, (7) has one or more secured parties take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets, (8) files an answer or other pleading admitting or failing to contest the allegations of a petition filed against it in any proceeding of the foregoing nature or (9) takes any other action to authorize any of the foregoing actions. GASCO has been in a chapter 11 bankruptcy proceeding in Columbus Ohio since June 1, 2009 in Case No. 09-56171. For the purpose of this paragraph, GASCO shall not be considered a “Bankrupt” for the purpose of default, for so long as its chapter 11 case is not converted to a case under chapter 7.

(b) Remedies Upon Event of Default. Notwithstanding any other provision of this Agreement, upon the occurrence of an Event of Default with respect to a Party (referred to as the “Defaulting Party”), the other Party (the “Performing Party”) shall in its sole discretion and upon one business day’s notice to the Defaulting Party, (except in the case of a Default pursuant to Section (17) (v) which shall not require any prior notice hereunder) be entitled to do any or all of the following: (i) suspend its performance under this Agreement, (ii) terminate this Agreement effective upon the date of such notice, and (iii) pursue its rights or remedies available under Applicable Law and at equity.

(c) Waiver of Defaults. The failure of a Party hereunder to assert a right or enforce an obligation of the other Party shall not be deemed a waiver of such right or obligation. The waiver by the Performing Party of any right under this Agreement will not operate to waive any other such right nor operate as waiver of that right at any future date upon another default by either Party under this Agreement and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power or privilege.

18. ASSIGNMENT; SUCCESSORS

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Either Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party hereto, if, with respect to B&W (or its successor), it assigns its interest to a party that purchases the Pipeline, and, if, with respect to GASCO (or its successor), it assigns its interest to the party that purchases its interest in the utilities that utilizes the Pipeline for the delivery of gas to its customers.

19. AUDIT

Each Party and its duly authorized representatives shall have access to the accounting records and other documents maintained by the other Party which relate to the measurement, composition or handling of natural gas being transported under this Agreement. Each Party shall have the right to audit such records once a year at any reasonable time or times within twenty-four months of the rendition of any statement or invoice forming the basis of such claim.

20. MISCELLANEOUS

(a) Abandonment. In the event that B&W desires to abandon the Pipeline, B&W shall give GASCO sixty (60) days prior written notice of such abandonment, whereupon, GASCO shall have an option to acquire the Pipeline on terms and conditions mutually agreed to by the Parties. GASCO shall exercise such option by delivering written notice to B&W within thirty days of receipt of B&W's abandonment notice.

(b) Severability. If any Section or provision of this Agreement shall be determined to be null and void, voidable or invalid by a court of competent jurisdiction, then for such period that the same is void or invalid, it shall be deemed to be deleted from this Agreement and the remaining portions of this Agreement shall remain in full force and effect.

(c) Entire Agreement. The terms of this Agreement constitute the entire agreement between the Parties with respect to the matters set forth in this Agreement, and no representations or warranties shall be implied or provisions added in the absence of a written agreement to such

effect between the Parties. This Agreement shall not be modified or changed except by written instrument executed by the Parties' duly authorized representatives.

(d) Survival. All audit rights, payment and indemnification obligations shall survive the expiration or termination of this Agreement.

(e) No Third Party Beneficiaries. The Parties do not intend, and nothing in this Agreement shall be deemed to give any person other than the Parties hereto any right or interest based on this Agreement. The Parties reserve the right to amend this Agreement by mutual consent without notice to or consent of any person, or to terminate it without notice to or consent of any Person not a party to this Agreement.

(f) Counterparts. This Agreement may be executed by the Parties in separate counterparts and initially delivered by facsimile transmission or otherwise, with original signature pages to follow, and all such counterparts shall together constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Transportation Agreement has been executed on the date first above written by the Parties by their officers or other authorized representatives.

B&W PIPELINE, LLC

GASCO DISTRIBUTION SYSTEMS, INC.

By: _____

By: _____

Title

Title

Date

Date

IN WITNESS WHEREOF, this Transportation Agreement has been executed on the date first above written by the Parties by their officers or other authorized representatives.

B&W PIPELINE, LLC

By:

Steven C. Longley
CFO - Highland Rim Energy

Title

October 15, 2010
Date

GASCO DISTRIBUTION SYSTEMS, INC.

By:

Fred A. Steele
President

Title

October 13, 2010
Date

EXHIBIT A

GASCO UTILITIES AND DELIVERY POINTS

1. Albany System located in Clinton County, Kentucky.
2. Byrdstown System located in Pickett County, Tennessee
3. Fentress System located in Fentress County, Tennessee

DELIVERY POINTS

The Delivery Points are as follows:

1. **Fentress Utility System:** GASCO currently has six individual meters as part of its Fentress Utility Systems in Fentress County, Tennessee along the Pipeline owned by B&W at the following service points: 143 Sawmill Ridge Rd; 3264 Stockton Road; 3191 Baseline Road; 2840 Stockton Road; 2876 Stockton Road; and 2564 Gatewood Ford Road.
2. **Byrdstown Utility System:** City Gate master meter at the interconnection of the Byrdstown System and the Pipeline, See Exhibit A-1 for Meter Site Agreement (paragraph 4) and A-2 for map of location of meter site.
3. **Albany Utility System:** City Gate master meter at the interconnection of the Albany System and the Pipeline, at 1044 Red Hill Church Road, Byrdstown TN. See Exhibit B for Meter Site Agreement.

GASCO at its own expense may move an existing meter but not add additional meters on the Pipeline without B&W written consent which may be withheld in its sole discretion.

EXHIBIT A-1

PICKETT COUNTY, TENNESSEE NATURAL GAS PIPELINE UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I (we) the undersigned, EVERETT DAVIS AND HEATHER DAVIS, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto PICKETT COUNTY, TENNESSEE, a body politic, whose address is Pickett County Courthouse, Byrdstown, Tennessee 38549, and to its successors or assigns, an easement in and the perpetual right to enter upon the lands of the undersigned situated in Pickett County, State of Tennessee, and more particularly described as follows, to-wit:

An easement being 10 feet wide and extending 5 feet on each side of a centerline which is shown on the construction plans for the Natural Gas Pipeline, with a right to use an area wider than 10 feet in the event of an emergency or when absolutely necessary due to the type of construction or repair work being performed, but not to exceed 20 feet.

Being the same property conveyed to the undersigned by deed of record in Deed Book 38, Page 522, Register's Office of Pickett County, Tennessee, if available, the property is shown on Pickett County Tax Map 13, Parcel 7102, and to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all streets, roads, or highways abutting said lands, natural gas distribution line(s) or system(s) to cut, trim, or remove the trees and shrubbery located five (5) feet on each side of the centerline of said water line for the purpose of constructing, reconstructing, repairing, or operating said lines.

1. The undersigned additionally hereby grants, convey and assigns the PICKETT COUNTY, TENNESSEE, a continuing easement across the above described property at all times after the installation of the utility line in order to:

- a. Inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the PICKETT COUNTY, TENNESSEE, may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of natural gas line(s) and appurtenances.
- b. Cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within five (5) feet of the centerline of said line(s) or system(s), or that may interfere with or threaten to endanger the operation and maintenance of said line(s) or system(s).
- c. Keep the easement clear of all buildings, structures or other obstructions, open roadways would not be defined as a structure or obstruction and roadways and driveways may be constructed across the easement by grantors.
- d. Tap onto or otherwise connect with any point on said line and to lay or otherwise cause to be installed additional utility lines off of the originally installed line.

PAGE 2 - UTILITY EASEMENT

- e. The grantors may develop the real property over which the easement is granted for residential lots and any repairs or maintenance work will be performed in a manner to have the least adverse affect, if any, on such development plans.

2. The grantee agrees that it will perform dozer and excavation work to level the area of the easement in relation to the surrounding property as much as practical prior to installation of the pipeline so as to facilitate future development.

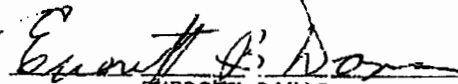
3. To the extent permissible by applicable law and the regulations of the Public Service Commission, the grantors shall have a right to tap the pipeline for residential use when residential rates and distribution services are established. This right shall apply to properties of the owners on both sides of Highway # 295.

4. The grantors further grant an easement for the purpose of creating a valve and meter site at the point the East-West distribution line joins the North-South transmission line, with said easement to be an area not to exceed 300 square feet, to be enclosed by a security fence and maintained by the grantee. The grantee will pay a one-time fee of TWO HUNDRED FIFTY (\$250.00) DOLLARS.

5. It is agreed and understood that the contractor for the PICKETT COUNTY, TENNESSEE, will be financially responsible for all damage done to the fences and/or other structures at the time of the installation of the natural gas line, and will repair or restore any damage accordingly, and the undersigned waives any claim for damages against the PICKETT COUNTY, TENNESSEE, during the construction of the aforesaid improvements.

6. The undersigned do grant that they are the owners of the above described lands and have good right and title to convey the within described easement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26th day of November, 1995.


EVERETT DAVIS

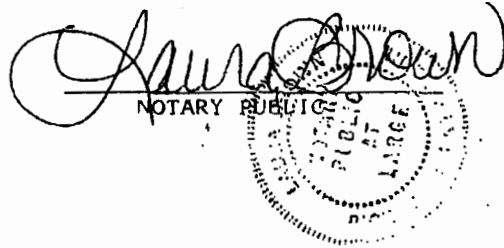

HEATHER DAVIS

PAGE 3 UTILITY EASEMENT

STATE OF Tennessee
COUNTY OF Pickett

Personally appeared before me, the undersigned authority,
a Notary Public in and for said County and State, the within named
EVERETT DAVIS AND HEATHER DAVIS, with whom I am personally
acquainted, and who acknowledged the execution of the foregoing
instrument for the purposes therein contained.

Witness my hand and official seal of office in
Byrds town, Tennessee, on this the 26th day of
November, 1996.



Commission Expires:

March 10, 1998

STATE OF TENNESSEE, PIKETT COUNTY
The foregoing instrument and certificate were noted in
Note Book 4, Page 196 at 2:00 o'clock P.M. on 11/26/96
and recorded in Misc Book 36 Page 575
State Tax Paid \$ Fee Recording Fee
Total \$ Witness my hand.
Notary No.
Notary Phyllis Nye

EXHIBIT A-2

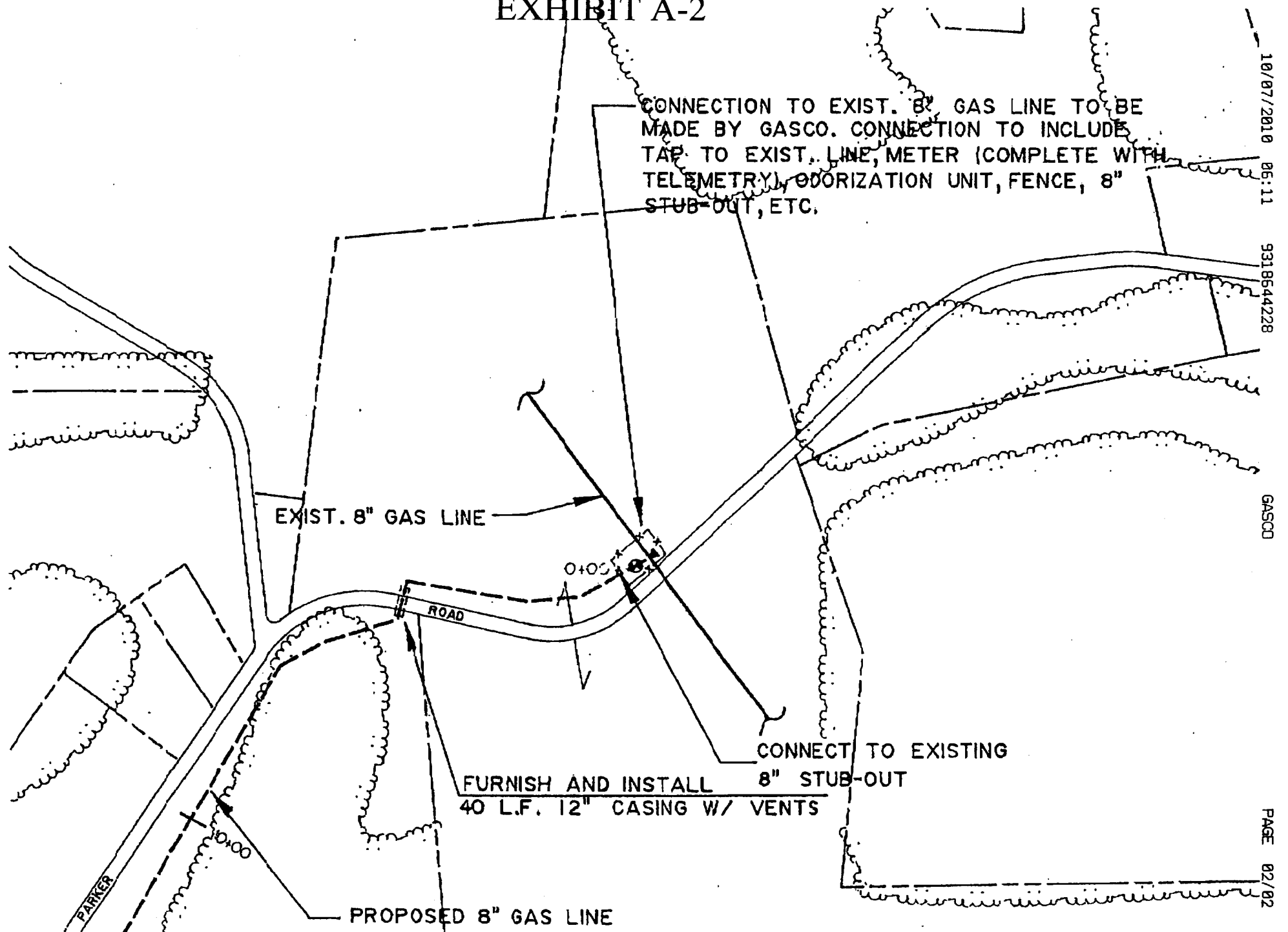


EXHIBIT B

Gasco Distribution Systems, Inc.**44445 East Pike****Zanesville, OH 43701**

METER SITE AGREEMENT

FOR AND IN CONSIDERATION OF One Thousand (\$1,000.00) Dollars for a meter site on the premises herein described to be paid upon execution of the meter site agreement,

1044 Red Hill Church Road, Byrdsown, Tennessee 38549

(hereinafter called Grantor), do hereby give, grant, and convey unto Gasco Distribution Systems, Inc., 4445 East Pike, Zanesville, Ohio 43701 (hereinafter called Grantee), its successors and assigns, the right to install, operate, maintain, repair and remove a meter site, for measurement of natural gas through a pipeline, with the right of ingress and egress to and from such meter site, lands of Grantor being situated in:

County of Pickett, State of Tennessee, and bounded as follows:

On the North by: Red Hill Church

On the East by: Mullins Road, Cummings

On the South by: Clayton Lee

On the West by: Highway 111

Said meter site being located on property known as: Beaty Farm (N 36 36.498' W 085 06.069' approximately)

The meter shall be installed at an agreed location, which has been staked and shall not be relocated without the consent of Grantor, but will be relocated at the request of the Grantor in the same manner as provided for in an easement of even date.

The Grantor shall fully use and enjoy the above described lands except for the purposes herein granted to the Grantee. The Grantee hereby agrees to pay any damages which might arise from the installation of said meter site.

The payment hereunder shall be made by the Grantee to the Grantor by check made payable to Daniel C. Beaty who is hereby authorized to receive and accept receipt for the same.

It is understood that this grant contains and expresses all the agreements and obligations of the parties hereto and no covenant agreement or obligation not expressed herein shall be imposed on the Grantor and Grantee, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this 3 day of Sept, 2010.

Daniel C. Beaty
Daniel Beaty

STATE OF TN.

COUNTY OF Pickett

On this 3 day of Sept, 2010 before me, a Notary Public in and for said County personally appeared the said Daniel Beaty who acknowledged that he/she did sign and seal the foregoing instrument and that it is his/her free act and deed.

WITNESS my hand and official seal, the day and year aforesaid.

[Signature]
Notary Public



Lucille Beary
Lucille Beary

STATE OF TN

COUNTY OF Pickett

On this 3 day of Sept, 2010, before me, a Notary Public in and for said County personally appeared the said Lucille Beary who acknowledged that he/she did sign and seal the foregoing instrument and that it is his/her free act and deed.

WITNESS my hand and official seal, the day and year aforesaid.

Letha M. McCurdy
Notary Public



Becky Huddleston
Becky Huddleston

STATE OF TN

COUNTY OF Pickett

On this 3 day of Sept, 2010, before me, a Notary Public in and for said County personally appeared the said Becky Huddleston who acknowledged that he/she did sign and seal the foregoing instrument and that it is his/her free act and deed.

WITNESS my hand and official seal, the day and year aforesaid.

Letha M. McCurdy
Notary Public



Hannah Huddleston
Hannah Huddleston

STATE OF TN

COUNTY OF Pickett

On this 3 day of Sept, 2010, before me, a Notary Public in and for said County personally appeared the said Hannah Huddleston who acknowledged that he/she did sign and seal the foregoing instrument and that it is his/her free act and deed.

WITNESS my hand and official seal, the day and year aforesaid.

Letha M. McCurdy
Notary Public



This instrument prepared by Gasco Distribution Systems, Inc.

EXHIBIT 3
RESUMES OF KEY PERSONNEL

Nelson Bastidas

Address: 4445 Alvin Dark Ave. Apt.143, Baton Rouge, LA 70820
Telephone: (504) 298-3578. E-mail: nbastidas54@gmail.com

Profile

Senior Petroleum Engineer with 30 years of experience in managing and implementing field production projects for the Oil and Gas industry. Expertise includes coast and jungle operations for Lagoven, Benton Vinccler, and Petrodelta (PDVSA). Currently in Field Production Operations with Petrodelta (PDVSA) in Maturin, Venezuela.

Supervised field data quality control and performed field technical reviews for developing production optimization projects. Team member for different tenders and Field Optimization Solution proposals.

Fluent in English and Spanish. US Permanent resident.

Qualification Highlights

Oil and Gas,
Onshore Production,
Crude Treatment Plant,
Plant, Dehydration Station,
Bulk Materials Handling,
Technical Marketing,
Production Control,
Well Performance Optimization,

Artificial Lift,
Offshore Production,
Flow Station,
Risk Analysis,
Procurement,
Customer service,
Cost Analysis,
Well Testing,

Engineering Manager,
Upstream Production,
Water Injection,
Fire Protection Eng.,
Business Planning,
Quality Assurance,
Resource Planning,
Work-Over,

- Excellent management, leadership, and decision-making skills. Able to manage several projects simultaneously.
- Strong interpersonal skills within all levels of the organization and with customers. Interacts well with widely diverse groups and multicultural atmosphere.
- Proven ability to identify and resolve problems; constant attention to detail.
- Works well independently, with no or very little supervision.
- Excellent research, analytical, and computer skills.

Professional Experience

PDVSA Petrodelta, Maturin, Venezuela

March 2007 - present

Production Superintendent (South Monagas Unit)

- Supervise the activities of 70 production technicians and engineers.
- Responsible for the management of 50 wells, including ESPs, beam pumping, PCPs, plunger lift, flowing, and water injection.
- Mentor engineers with different levels of experience for optimum field operations execution.
- Provide recommendations to reduce water production by means of water shutoff programs.
- Evaluate well production data and performance. Prepare and distribute daily reports to Petrodelta general manager and president.
- Identify oil field issues and provide technical recommendations.
- Recommended and implemented early production systems (optimizing existing equipment) at El Salto and Temblador Oil and Gas Fields, increasing productions from zero to 9000 BOPD and from 1500 to 11000 BOPD, respectively. This currently generates an additional \$200K a day of revenue, allowing the company to invest in the construction of permanent facilities.
- Supervise personnel responsible for the planning, AFEs, budgeting, and execution of well service and maintenance operations.
- Review and approve technical specifications submitted for contractor bids (services, crude oil transport, production area revamp, welders, and electricians). Work actively with senior management in final contractor selection.
- Supervise LACT unit operations.

Harvest Vinccler, Maturin, Venezuela
Infrastructure Superintendent

February 2006 - March 2007

- Managed 30-person multidisciplinary group responsible for visualization and conceptual engineering related to oil, gas, and water surfaces facilities improvement.
- Was responsible for early concepts development engineering in order to build and optimize oil and gas surface facilities, as well as follow-up and technical assessment until implementation.
- Managed 15-person multidisciplinary group responsible for the coordination and execution of basic and detailed engineering projects.
- Hired and coordinated Engineering Contractors.
- Hired and coordinated all aspects for construction of 8 pads for well drilling. Each pad had a cost of \$500K.
- Provided leadership and direction in the definition of the capital investment portfolio of \$2M to be executed in one year.

Harvest Vinccler, Maturin, Venezuela
Project Manager

January 2005 - February 2006

- Specialized in the area of Engineering and Construction of surface facilities for the Oil and Gas industry. Multidisciplinary team coordinator for oil facilities and processing plants design. Responsible for coordinating clients' needs assessment.
- Hired, trained, and managed twelve engineers.
- Hired, integrated, and coordinated two engineering companies consisting of a multidisciplinary team of up to 25 people for the Design of Oil & Gas Surface Facilities.
- Provided leadership and direction from the field conception until implementation.
- Researched, pre-engineered, and coordinated technical aspects of new budget proposals.
- Administered employee performance reviews.
- Mentored work force to achieve established goals and exceed customer expectations.
- Researched, evaluated, and designed Fire Protection Systems.
- Performed Risk Analysis to identify potential project issues and risks.

Harvest Vinccler, Maturin, Venezuela

February 1993 - January 2005

Plant Production and Operations Superintendent (Uracoa, Bombal, and Tucupita Oil and Gas Fields)

- Performed post-mortem assessments to improve ongoing and future project implementations.
- Implemented appropriate technologies to optimize production and reduce expenses, including ESP, gas lift, PCP, and flowing wells.
- Supervised the activities of six operations engineers in tasks related to completion and production practices.
- Provided environmental, health, and safety guidance to personnel.
- Designed proposals for workover and well service programs.
- Evaluated well production data and performance.
- Provided logistics support to achieve established goals in a timely manner.
- Supervised personnel responsible for the planning, AFE's, budgeting, and execution of well service and maintenance operations.
- Identified oil field issues and provided technical recommendations.
- Mentored engineers with different levels of experience for optimum field operations execution. Proposed recommendations to reduce water production by means of water shutoff programs.
- Supervised LACT unit operations.

Petrosema, Anaco, Venezuela

May 1992 - February 1993

East Area Manager - Technical Sales and Services for the Oil Industry

- Specialized in the sales of technical solutions and equipment for the Oil and Gas industry involving gas and oil separators, heater treaters, oil tanks, drilling rig parts, and mud pumps for rigs.

- Defined and implemented new business and marketing strategies.
- Coordinated customer meetings, conducted needs assessments, and explained design concerns and cost-effective options.
- Estimated, planned, and managed projects from start to finish.
- Provided design support for new product development, allowing clients to reduce investment costs by 50% and maintenance expenses by a large margin.
- Increased sales by 30%, educating clients on the use and application of high quality products.
- Effectively managed construction projects ranging between \$500K- \$2M. Supervised contractors in civil, mechanical, electrical, and instrumentation disciplines.
- Developed and maintained knowledge base on new and existing products and procedures.
- Organized and lead a product training program for proper equipment installation according to manufacturer specifications and best industry practices.
- Helped reinstate several previously inactive accounts for drilling and maintenance services.
- Performed contract negotiations with PDVSA which resulted in positive business deals.
- Prepared and conducted sales presentations to drilling and production superintendents.

Western Service & Supply S. A., Las Morochas, Venezuela

July 1988 - May 1992

West Area Supervisor - Technical Sales for the Oil Industry

- Specialized in the sales of technical solutions and equipment for the Oil and Gas industry involving gas and oil separators, heater treaters, oil tanks, drilling rig parts, and mud pumps for rigs.
- Defined and implemented new business and marketing strategies.
- Coordinated customer meetings, conducted needs assessments, and explained design concerns and cost-effective options.
- Estimated, planned, and managed the execution of equipment installation projects.
- Increased sales by 30%, educating clients on the use and application of high quality products.
- Developed and maintained knowledge base on new and existing products and procedures.
- Organized and led a product training program for proper equipment installation according to manufacturer specifications and best industry practices.
- Performed contract negotiations with PDVSA that resulted in positive business deals.
- Prepared and conducted sales presentations to drilling and production superintendents.
- Advised PDVSA in purchasing decisions.

Lagoven S.A., Tia Juana, Venezuela

May 1985 - July 1988

Workover Well Supervisor at Lago de Maracaibo

- Managed workover and servicing for wells including changing of pumping equipment, PCP, SP, beam pumping units, and gas lift.
- Responsible for change of production sands, water shutoff in wells, and well abandonment.
- Coordinated movement of workover ridge barges from one well location to another.

Lagoven S.A., Quiriquire, Venezuela

June 1981 - May 1985

Field and Plant Production Supervisor (Pedernales, Orocuai, Jusepín, Manresa, Caripito, and Morichal flow stations)

- Supervised the activities of 25 people distributed throughout six production areas in field processing of crude oil, phase separation of gas, oil, and water, dehydration and desalting of crude oil, measurement of crude oil (LACT units), transportation of crude oil by blending heavy (10 API) with light oil (30 API), and custody transfer.
- Evaluated well production data and performance.
- Identified oil field issues and provide technical recommendations.
- Maintained Downhole and Surface Production Operations.
- Restored flow assurance in plugged flowlines and productivity in ESP and Gas Lift wells.

Education

Industry:

- Field Production Operations Part I, Oil and Gas Consultants International Inc. (Lagoven)
- Drilling under Abnormal Pressures, Leo J. Mc Clure and Associates (Lagoven)
- Surface Facilities, Williams Brothers Engineering Company (Lagoven)
- Hot and Cold Work Permits, Lagoven, S.A. Affiliate of PDVSA
- Materials Management Administration, Lagoven
- IMO Pump Maintenance Techniques, TransAmerica Delaval Inc. (Lagoven)
- Oral Communications, COMADI, Consultoria y Adiestramiento (Lagoven)
- Work Methods Studies, Base de Adiestramiento Personal S.R.L. (Lagoven)
- Safety Training Part II, Lagoven, S.A. Filial de PDVSA (Lagoven)
- Problem Solving, Decision Making, and Planning Techniques, , Lagoven, S.A. Affiliate of PDVSA
- Technical Writing, Organizacion Apersa (Lagoven)
- Well Testing Analysis, Instituto de Investigaciones

Academic:

- Bachelor of Science in Petroleum Engineering (1980). Louisiana State University, Baton Rouge, Louisiana.

Software:

- MS Word, MS Excel, MS PowerPoint, MS Project.
- Petroleum Engineering: PIPE PHASE, CENTINELA, WELL.

Frank D. Cash

1709 Ben Mason Rd. • Cookeville, TN 38506 • 931-265-5264 • fdcash@enrema.com

Experience

Pipeline Manager - B&W Pipeline LLC 728 S. Jefferson Ave., Cookeville, TN 38506

2010-Present

- Supervised the operation, maintenance, and repair of approx. 50 miles of 4", 6", and 8" steel and poly pipeline known as the B&W Pipeline.
- Administered to the public awareness program, in regards to safety and damage prevention along the pipelines.
- Adhered to strict regulations at the state and federal level, inspecting valves, regulators, and metering equipment on a regular rotation instituting improved maintenance and record keeping.
- Monitored the odorant injection system, which is the first line of defense in regards to public safety, tailoring injection rates to gas flow rates to satisfy state and federal guidelines.
- Preserved the integrity of the 30 miles of steel pipeline known as the B&W Pipeline by establishing a
- Cathodic protection program that includes two rectifier, and formal CP surveys, along with quarterly pipeline patrols and annual leak surveys, in an effort to identify possible issues before operation or safety concerns develop.

General Manager, Titan Energy group Inc. / Gasco Distribution Systems Inc., Byrdstown, TN; Albany, KY 1997-2010

- Supervised the operation, maintenance, and repair of approx. 50mi of 4", 6", and 8" steel and poly pipeline now known as the B&W Pipeline LLC
- Instrumental in furthering the development of approx. 40 miles of distribution line known as Gasco Distribution System, servicing 200 residential and commercial customers including schools, hospitals, and restaurants, with an emphasis on public safety.
- Administered to the public awareness program, in regards to safety and damage prevention along the pipelines.
- Adhered to strict regulations at the state and federal level, inspecting valves, regulators, and metering equipment on a regular rotation instituting improved maintenance and record keeping.
- Monitored the odorant injection system, which is the first line of defense in regards to public safety, tailoring injection rates to gas flow rates to satisfy state and federal guidelines.
- Preserved the integrity of the 30mi of steel pipeline now known as the B&W Pipeline LLC by establishing a
- Cathodic protection program that includes two rectifier and formal CP surveys, along with quarterly pipeline patrols and annual leak surveys, in an effort to identify possible issues before operation or safety concerns develop.

Operations Manager/Production Supervisor, Titan energy Group, Brookfield, OH

1981-1997

- Oversaw drilling and completion operations for approx. 90 Clinton Sand gas wells including cementing, logging, perforating, and fracturing
- Collaborated with local and state authorities obtaining all necessary permits, pursuant to protecting land, waterways and public roads
- Assembled roustabout and pipeline crews to construct wellheads and flow lines carrying an average of 1200-1500 psi to separators and tank batteries. Designed and laid a network of 2", 3" and 4" steel gathering lines to take the produced gas to market
- Managed the production and sales of gas and oil and the proper disposal of brine water
- Maintained over 100 farm taps to supply gas to residential consumers

Production Supervisor, Brown Petroleum, Canfield, OH

1980-1981

- Supervised approximately 6 well tenders, the production and maintenance of approx. 200 wells, and all the pertinent equipment and pipelines.

Well Tender/Production Supervisor, Atlas Energy Group, Mineral Ridge, OH

1978-1980

- Initially served as a well tender, producing approx. 30 gas wells.
- Advanced to a supervisor's position, responsible for 6-8 well tenders and 200-250 wells.

Training

Since 1997 I have received nearly 500 hours of training in approximately 75 courses relating to all aspects of pipeline operation. Initially my training was completed at the University Of Louisiana and the University of Alabama. More recently my Operator Qualification Training is kept current through the Tennessee Gas Association's online training and testing program. This program satisfies the strict guidelines set forth by the Tennessee Regulatory Authority and their Division of Pipeline Safety.

My OQ certification includes but is not limited to:

- Installation of Steel and Plastic Pipelines
- Maintenance of Steel and Plastic Pipelines
- Excavation and Shoring
- Pressure Testing
- Pipeline Repair
- Valve Maintenance
- Regulator Maintenance
- Odorization
- Cathodic protection
- Leak Surveys
- Reacting to Natural Gas Emergencies
- Characteristics and Properties of Natural Gas

RAFAEL E. RAMON

12631 NW 32ND PLACE
SUNRISE, FL-33323

Telephone: 954-835-5712 / 561-306-6866
rafaelramondelosrios@gmail.com

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY (FIU)

Miami, FL

Master in Business Administration (IMBA)

Aug 2011

Full time, intensive International MBA program; GPA: 3.77/ 4.00

UNIVERSIDAD CATOLICA ANDRES BELLO (UCAB)

Caracas, Venezuela

B.S. in Civil Engineering

Feb 2004

Construction Site Safety Thesis published in the University's engineering journal

EXPERIENCE

ENREMA, LLC

Miami, FL - Cookeville, TN

Controller

October 2012 – Present

- Responsible of the entire administrative function of the Company
- Participate in the analysis and selection of prospective investment alternatives
- Perform performance evaluations and budget control for all undergoing projects and sub-projects
- Participate in the sourcing of required materials and in the selection of contractors and service companies

ENREMA, LLC

Miami, FL - Cookeville, TN

Assistant Controller

May 2011 – October 2012

- Actively participated in the design and implementation of all the internal control policies of the Company. Proposed and applied changes to policies in place and increased efficiency in all billing, paying and collecting processes. Times were reduced by half and information was always readily available.
- Initially conducted all bookkeeping of six interrelated companies. Then trained and supervised a bookkeeper for the purpose while remained available to assist with the recording of complex transactions.
- Participated in the re-design of the business structure. Proposed and helped conduct changes in the business model that lead to greater tax efficiencies. Coordinated and implemented all tax compliance matters of six interrelated companies. Coordinated all liability insurance matters.
- Permanently prepared diverse kinds of ad-hoc financial reports of interest to management and shareholders. Prepared monthly consolidated financial statements of all six companies of the project.
- Assisted management in the creation of a model to constantly value each company and the project.
- Assisted management in all payroll related matters, including employee benefits coordination.
- Conducted all recruiting efforts for the Company, including relationships with outsourced recruiters, College Career Management Centers as well as directly through online resources.
- Coordinated all operative legal matters in conjunction with the Company's legal counsel.
- Acted as an interpreter on behalf of management. Translated manuals and SOP's manuals from Spanish.

PROYECTOS 2 TORRES, C.A.

Caracas, Venezuela

Chief Project Supervisor and Logistics Coordinator

2005 – 2010

- Supervised and managed the construction of projects in execution by the firm: residential communities, residential buildings, commercial and educational facilities.
- Assembled and led the team that conducted the construction of the first two stages of the "Basic Sciences University" (Caracas, Venezuela)
- Directed the elaboration of project estimates, budgets and blueprints; Handled the hiring and management of engineers and sub-contractors as well as the acquisitions of construction material, tools and equipment
- Successfully handled the Firm's relationships with Labor Unions, and all levels of Government involved

FREE LANCE

Caracas, Venezuela

Project manager and contractor

2004 – 2005

- Managed the construction of a luxury family residence. (6750 Sf.) Duties included every aspect of the construction process. Procurement of construction materials and tools. Completed the work on schedule as required from the Client

PROYECTOS 2 TORRES, C.A.

Caracas, Margarita; Venezuela

Internship: Assistant to Resident Engineers for diverse projects

2002 – 2004

- Assistant to chief project manager in the construction of a residential complex composed of 1300 single family homes. The project was completed on schedule in two one-year stages

OTHER

- Languages: Fluent in English, Danish and Spanish (Native). Advanced Italian, conversational French and Portuguese
- Computer Skills: Proficient in the use of MS Office Suite, AutoCAD, MS Project, Intuit Quickbooks Enterprise
- Activities:
 - YFU International Exchange Student Denmark 1997-1998
 - Co-founder of “Hagamos Algo” (Venezuelan Community Service NGO),
 - Member of the Venezuelan delegation for the 2004 edition of the American Airlines Leadership Program for the Americas. San Jose, Costa Rica
 - Assistant Instructor of Descriptive Geometry at Andres Bello Catholic University from 2001 to 2004

MARCELO M. RECCHIA
mm.recchia@gmail.com
+1-917-331-5037

Experience

- 2010- Present **ENREMA.LLC** **TENNESEE, USA**
General Manger
- General manager in a shale gas development in the North East of Tennessee. Led evaluation of the surface and horizontal well drilling with multiple fractures using nitrogen and air drilling. Developed logistics and led negotiations with landowners and local authorities for the transportation, treatment, and sale of gas.
 - Led and managed acquisition of oil and gas producing wells to increment production and reactivate marginal fields.
 - Acquired gas pipe for the transportation and sale of gas in the region. Led negotiations with buyers of gas.
- 2006-2010 **ENERGY CONSULTING** **ARGENTINA/VENEZUELA/GUATEMALA**
Private consulting to foreign companies looking to develop new projects or improve the performance of their current operations in Latin America. Focus on oil and gas, electric energy production, and renewable energy. Examples include:
- *Guatemala Oil*: directed project to evaluate exploratory oil fields in Northern Guatemala including geological analysis, perforation and surface infrastructure, drafting of contracts and negotiations with the Guatemalan Ministry of Energy
 - *Energia Argentina (ENARSA)*: representation of the company and negotiation in contracts for the Orinoco Oil Belt in Venezuela.
 - *PDVSA*: analyses to determine feasibility of reactivation of marginal oil fields and generation and distribution of energy.
- 2003-2006 **BAKER HUGHES** **VENEZUELA**
Business Development Director
Member of the executive team of Baker Hughes in Venezuela. Key responsibilities included:
- Re-negotiation of contracts with Venezuelan's national oil company (PDVSA)
 - Re-negotiation and optimization of contracts with main private clients in Venezuela (Petrobras, CNPC, ExxonMobil, BP)
 - Expand service offering and client base
 - Developing strategy for Baker Hughes to adapt and respond favorably to deep changes in oil industry regulation in Venezuela
- 1986-2002 **PEREZ COMPANC – PETROBRAS ENERGIA** **MULTIPLE LOCATIONS**
2000-2002 **Business Development and External Relations Director** **CARACAS, VENEZUELA**
Responsible for developing new business opportunities in Venezuela and manage relationship and negotiations with the Government, Unions, Corporate Partners, Energy Ministries, International Investors, and other key stakeholders .Key responsibilities include:
- Development of new businesses in Venezuela
 - Prepare business case and coordinate participation in new E&P opportunities in Venezuela
 - Optimize benefit to Perez Companc/Petrobras in contracting and partnering with international and national companies
 - Provide technical expertise to operations
 - Proactively address potential conflicts or issues with government institutions, unions, partners, or other key stakeholders
- 1997-1999 **General Manager – La Concepcion Oil Field** **ZULIA, VENEZUELA**
Responsible for an oil field with a daily production of 20M of oil bpd and 20MM cubic feet of gas. The oil field is located within a city. Key responsibilities included:
- Technical leadership for the extraction of oil and gas. Oil production increased from 1,300 to 20,000 barrels during this period.
 - Management of gas distribution to the city of Maracaibo from the oil field
 - Management of the overall operations
 - Management of the relationship with the community (the field is inserted in a town with a population of 60k people and indigenous tribes) and unions
 - Negotiation of contracts with government, partnerships, and energy ministries
 - Security and environmental protection

- 1993-1996 **Head of Engineering – Oritupano Leona Oil Field** **ANZOATEGUI, VENEZUELA**
 Responsible for the development of the geology, facilities and wells construction, as well as relationships with key stakeholders for an oil field with a daily production of 50M oil bpd. Key responsibilities included:
- Engineering leadership, which allowed to increase production from 7M barrels to over 50M bpd in less than 2 years since starting operations in spite of multiple technical challenges due to strong presence of sand and water production
 - Develop strategy for design and management of infrastructure to manage oil and water production
 - Manage engineering team
 - Manage relationship with Energy Ministry, PDVSA, and other key stakeholders to secure approval of production plans
- 1991-1992 **Head of Engineering, Koluel Kayke Oil Field** **SANTA CRUZ, ARGENTINA**
 Management of engineering aspects for a field with a total daily production of 6M oil barrels. Responsibilities included:
- Execute, manage, and control all activities related to the economic development of the oil field
 - Increase margins of the operations using creative means e.g., using gas production to generate energy for oil production
- 1986-1990 **Perforation and reactivation of wells Manager, Pampa del Castillo Oil Field** **CHUBUT, ARGENTINA**
 Responsible for managing all activities related to the perforation of new oil wells as well as the reparation of existing wells, including the preparation and administration of contracts with service providers.
- 1985-1986 **CACHEUTA SERVICES** **MENDOZA, ARGENTINA**
Base Manager, Malargue
 Responsible for technical oversight and commercial execution of a company that provided technical assistance to oil wells in production.
- Education** **UNIVERSIDAD NACIONAL DE CUYO** **MENDOZA, ARGENTINA**
 1978-1984 Oil Engineer. Worked as a production engineer in Union Oil in Mendoza for the Laguna Yancanello Oil Field for extra heavy oil from 1982-1985.
- Personal** Argentinean and Italian citizenships. H1B US Visa.

EXHIBIT 4
CONFIDENTIAL FINANCIAL STATEMENTS (FILED SEPARATELY)