

B 10 (Official Form 10) (12/07)

RECD  
FEB 16 2009

|  |  |  |
|--|--|--|
| <b>UNITED STATES BANKRUPTCY COURT</b> Southern District of Ohio  |  | <b>PROOF OF CLAIM</b>  |
| Name of Debtor<br><b>Triad Energy Corporation</b>  |  | Case Number<br><b>08-62744</b>   |
| NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.   |  |  |
| Name of Creditor (the person or other entity to whom the debtor owes money or property)<br><b>Houchin Construction Limited Liability Company</b>   |  | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.   |
| Name and address where notices should be sent<br><br><b>Houchin Construction LLC, c/o J Breckenridge Martin, Esq<br/>                 Bowles Rice McDavid Graff &amp; Love, P O Box 49, Parkersburg, WV 26102</b>  |  | Court Claim Number _____<br>(If known)   |
| Telephone number<br><b>(304) 420-5506</b>  |  | Filed on _____   |
| Name and address where payment should be sent (if different from above)<br><br><b>Rt 3, Box 527<br/>                 Arnoldsburg, WV 25234</b>   |  | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  |
| Telephone number<br><b>(304) 655-8379</b>  |  | <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.   |
| 1 Amount of Claim as of Date Case Filed      \$ <u>501,884.30</u>  |  | 5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.<br><br>Specify the priority of the claim         |
| If all or part of your claim is secured, complete item 4 below however if all of your claim is unsecured, do not complete item 4.<br><br>If all or part of your claim is entitled to priority, complete item 5.<br><br><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.   |  |  |
| 2 Basis for Claim <u>Goods sold, service performed pursuant to contract</u><br>(See instruction #2 on reverse side)  |  | <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)  |
| 3 Last four digits of any number by which creditor identifies debtor <u>N/A</u>  |  | <input type="checkbox"/> Wages salaries or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier - 11 U.S.C. § 507 (a)(4) |
| 3a Debtor may have scheduled account as <u>No schedules filed to date</u><br>(See instruction #3a on reverse side)   |  | <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5)  |
| 4 Secured Claim (See instruction #4 on reverse side)<br>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.<br><br>Nature of property or right of setoff <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other<br>Describe<br><u>See attached</u><br>Value of Property \$ <u>unknown</u> Annual Interest Rate <u>   </u> %<br><br>Amount of arrearage and other charges as of time case filed included in secured claim,<br>if any \$ <u>                    </u> Basis for perfection <u>Mechanic's Lien</u><br><br>Amount of Secured Claim \$ <u>501,884.30</u> Amount Unsecured \$ <u>0.00</u> |  | <input type="checkbox"/> Up to \$2,425* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U.S.C. § 507 (a)(7)  |
| 6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  |  | <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8)  |
| 7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of redacted on reverse side).<br><br><b>DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING</b><br><br>If the documents are not available please explain.  |  | <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)( )<br><br>Amount entitled to priority<br>\$ _____   |
| Date <u>2/13/09</u> Signature The person filing this claim must sign it. Sign and print name and title if any of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney if any.<br><br><b>J Breckenridge Martin, Counsel for Creditor</b>  |  | *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.  |
|  |  | FOR COURT USE ONLY<br><b>FILED</b><br><b>FEB 13 2009</b>   |

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.



J BRECKENRIDGE MARTIN ESQ - BOWLES RICE MCDAVID GRAFF & LOVE LLP  
P O BOX 49  
PARKERSBURG, WV 26102-0049

VOL 4 PAGE 609

**NOTICE OF MECHANIC'S LIEN**

**TO TRIAD RESOURCES, INC**  
c/o West Virginia Secretary of State  
27724 STATE ROUTE 7  
MARIETTA OH 45750

**TRIAD ENERGY CORPORATION**  
c/o West Virginia Secretary of State  
27724 STATE ROUTE 7  
MARIETTA OH 45750

NOTICE IS HEREBY GIVEN, in accordance with the laws of the State of West Virginia, that the undersigned, **HOUCHIN CONSTRUCTION LIMITED LIABILITY COMPANY**, a West Virginia limited liability company, who under and by virtue of a contract with you furnished work, labor, services, and materials necessary to the erection, construction equipping and/or completion of a portion of the oil and gas pipeline known as "Wetzel County Pipeline" from the coordinates Lat N 39 46768° Lon W 80 58992° to N 39 46034° Lon W 80 62882°, across the Lewis-Wetzel Wildlife Management Area in Wetzel County, West Virginia, claims a lien to secure the payment of the sum of **FIVE HUNDRED ONE THOUSAND EIGHT HUNDRED EIGHTY-FOUR and 30/100 DOLLARS (\$501,884 30)**, plus all applicable interest allowed by law, upon your interest in and to those certain rights-of-way, easements, leasehold estates, or other estates in real property situate in Wetzel County, West Virginia, on which the above-described pipeline was constructed and now lies, being, upon information and belief, a portion of the estates more particularly described on **EXHIBIT A** attached hereto, and upon all buildings, structures, materials, goods, pipe and pipeline, equipment, and all other items and improvements thereon or appurtenant thereto, and that said

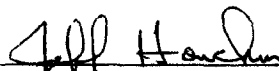
**VI 4PAGE610**

labor, services, and materials were of the nature and were furnished on the dates and in the quantities and at the price as shown in **EXHIBIT B**

FURTHER NOTICE IS HEREBY GIVEN that the undersigned has not been paid the said sum of **FIVE HUNDRED ONE THOUSAND EIGHT HUNDRED EIGHTY-FOUR and 30/100 DOLLARS (\$501,884 30)**, by you or any of you, or by any other person, firm or corporation, that the undersigned claims, and will claim, a lien upon your interest in the above-described real estate and the buildings, structures, materials, goods, pipe and pipeline, equipment, and all other items and improvements thereon or appurtenant thereto to secure payment of said sum, and that the last day of work on said construction project by the undersigned was **NOVEMBER 11, 2008**

Given under my hand this 21 day of January, 2009

**HOUCHIN CONSTRUCTION LIMITED  
LIABILITY COMPANY**

By   
Jeff Houchin, Managing Member

VOL - 4 PAGE 611

STATE OF WEST VIRGINIA  
COUNTY OF Wood, TO-WIT

JEFF HOUCHIN, Managing Member of HOUCHIN CONSTRUCTION LIMITED LIABILITY COMPANY, a West Virginia limited liability company, being first duly sworn, says that the statements contained in the foregoing Notice of Mechanic's Lien are true, as she verily believes

Jeff Houchin  
Jeff Houchin

Taken, subscribed and sworn to before me this 21<sup>st</sup> day of January, 2009

My commission expires 2/27/13

Rebecca L. Nichols  
NOTARY PUBLIC

NOTARIAL SEAL



The foregoing instrument was prepared by or under the direction of J Breckenridge Martin, Attorney at Law, BowlesRiceMcDavidGraff&Love LLP, Post Office Box 49, Parkersburg, West Virginia 26102

VIL - 4 PAGE 612

VIL 82 PAGE 336

## ASSIGNMENT OF RIGHTS OF WAY

This Assignment of Rights of Way (this "*Assignment*"), effective as of August 31, 2003 (the "*Effective Date*"), is from *West Virginia Oil Gathering Corporation*, a West Virginia corporation having a business and mailing address of Route 2 North, Eureka, WV 26134 (*Assignor*), to *Triad Energy Corporation*, a West Virginia corporation having a business and mailing address of P O Box 430 Reno OH 45773-0430 (*Assignee*)

### Recitals

A. Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of August 1, 2003 (the "*Agreement*"), pursuant to which Assignor has agreed to convey to Assignee certain assets of Assignor

B. Assignor desires to sell to assign, to transfer to convey, and to deliver to Assignee, subject to the terms and conditions of this Assignment and the Agreement, the "Rights of Way" (as hereinafter defined)

**NOW THEREFORE** in consideration of the foregoing and of the terms and conditions hereinafter set forth and of other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound do hereby agree as follows

**Section 1 Defined Terms.** Unless otherwise indicated, capitalized terms used in this Assignment that are defined in the Agreement will have the same meanings herein as are ascribed to such terms in the Agreement. In the event that a capitalized term used herein is defined herein and in the Agreement, the definition contained in the Agreement shall prevail

### **Section 2. Assignment of Rights of Way**

(a) Assignor hereby assigns, transfers, and delivers to Assignee, effective as of the Effective Date, all of Assignor's right, title, and interest [which constitutes one hundred percent (100%) of the ownership interest] in and to all rights of way easements, surface leases, deeds, grants servitudes, and permits appertaining or relating to the "Pipelines" (as defined in the Agreement), as more fully described on *Schedule 1* hereto, the property subject thereto the estates created thereby, and all rights, privileges, titles, and interests appertaining or relating thereto (the "*Rights of Way*")

(b) Assignee hereby accepts the foregoing assignment as of the Effective Date and, by its acceptance, Assignee assumes and agrees to perform all of the terms, conditions covenants, and agreements of the Rights of Way arising after the Effective Date to be performed on the part of the grantee under such Rights of Way

1474 10/23/01 11:00:00 AM

EXHIBIT A

**Section 3. Restatement and Ratification of Warranties.** Assignor hereby restates herein and ratifies, approves, confirms, and adopts in each and every respect, all of the warranties with respect to the Rights of Way contained in the Agreement. Nothing contained herein is intended to modify to extend to enlarge to restrict, or to limit the warranties contained in the Agreement

**Section 4 Entire Agreement.** This Assignment (including the Schedules attached hereto which are hereby expressly incorporated herein and made a part hereof) and the Agreement together constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and prior agreements and understandings relating to such subject matter, and no course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any term expressed herein. In the event of a conflict between the provisions of the Agreement and the provisions of this Assignment, the provisions of the Agreement shall prevail

**Section 5 Parties in Interest.** This Assignment shall be binding upon, and shall inure to the benefit of, Assignor, Assignee and their respective legal representatives, successors and assigns

**Section 6. Captions.** The captions or headings at the beginning of each article and section of this Assignment are merely guides or labels for the convenience of the parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Assignment, and shall not be deemed to modify to explain, to enlarge, or to restrict any of the provisions of this Assignment

**Section 7 Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical, except that, to facilitate recordation, in any particular counterpart portions of *Schedule 1* that describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted. All such counterparts together shall constitute but one instrument.

**NOW, THEREFORE,** Assignor and Assignee have executed this Assignment of Rights of Way this 31<sup>ST</sup> day of August, 2003 but effective as of the Effective Date

**Assignor**

WEST VIRGINIA OIL GATHERING CORPORATION a West Virginia corporation

By Robert T. Park  
Robert T. Park, President

**Assignee**

TRIAD ENERGY CORPORATION, a West Virginia corporation

By Kean A. Weaver  
Kean A. Weaver, President

VOL - 4 PAGE 614

VOL - 82 PAGE 338

STATE OF OHIO

COUNTY OF MUSKINGUM

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2003, by Robert T. Park, President of West Virginia Oil Gathering Corporation, a West Virginia corporation, on behalf of the corporation.

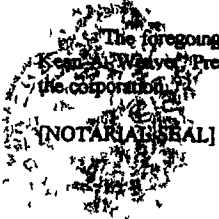


*Ida E. Lewis*  
Notary Public IDA E. LEWIS  
My Commission Expires NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 12 2006

STATE OF OHIO

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2003 by Sean Weaver, President, Trad Energy Corporation, a West Virginia Corporation, on behalf of the corporation.



*Cathy J. Pyles*  
Notary Public  
My Commission Expires May 28, 2004

*This instrument was prepared by*

**KEGLER, BROWN, HILL & RITTER CO., L.P.A.**  
65 East State Street—Suite 1800  
Columbus, OH 43216  
Telephone: (614) 462-5400

Schedule 1

VR 8240339  
 VM 4PAGE615

| LINE NO.  | GRANTOR                   | GRANTEE                 | DISTRICT | COUNTY | DATE      | RECORDING DATE | VOL/PAGE |
|---|---------------------------|-------------------------|----------|--------|-----------|----------------|----------|
| <b>BRADEN TO DOWNS (MAINLINE MAP #952) SERIES E2, Wetzel County</b> |                           |                         |          |        |           |                |          |
| 143   | McIntyre, Luke & Sarah J  | *Theodore M. Towl       | Grant    | Wetzel | 7/15/1890 | 3/19/1891      | 32/394   |
|   | McIntyre, Luke & Sarah J  | Eureka Pipeline Company | Grant    | Wetzel | 3/9/1897  | 5/28/1897      | 51/68    |
| 142.5   | Zilman, Joseph & Rose     | Eureka Pipeline Company | Grant    | Wetzel | 6/15/1892 | 11/12/1892     | 36/631   |
|   | Carline, William & John   | Eureka Pipeline Company | Grant    | Wetzel | 3/9/1897  | 5/28/1897      | 51/69    |
| 142   | Dowhurst, Jas. B et al    | *Theodore M. Towl       | Grant    | Wetzel | 7/9/1890  | 3/19/1891      | 32/380   |
| 141   | Ice, Nancy et al          | *Theodore M. Towl       | Grant    | Wetzel | 6/27/1890 | 3/17/1891      | 32/378   |
|   | Dawson, Jonathan H.       | Eureka Pipeline Company | Grant    | Wetzel | 3/9/1897  | 5/28/1897      | 551/70   |
| 140 138   | Robinson, J.S. & L.A.     | *Theodore M. Towl       | Grant    | Wetzel | 6/28/1890 | 3/19/1897      | 32/392   |
| 140   | Robinson, L.G. & J.S.     | Eureka Pipeline Company | Grant    | Wetzel | 3/4/1897  | 5/28/1897      | 51/79    |
| 139   | Orr, John                 | *Theodore M. Towl       | Grant    | Wetzel | 4/3/1890  | 3/16/1891      | 32/379   |
| 137   | Orr, John & Wm. Carlin    | *Theodore M. Towl       | Grant    | Wetzel | 7/3/1890  | 3/17/1891      | 32/380   |
|   | Carlin, Wm                | Eureka Pipeline Company | Grant    | Wetzel | 3/9/1897  | 5/28/1897      | 51/87    |
| 136   | Smith, H.L.               | *Theodore M. Towl       | Grant    | Wetzel | 9/20/1890 | 3/16/1891      | 32/381   |
|   | Smith, H.L.               | Eureka Pipeline Company | Grant    | Wetzel | 3/4/1897  | 5/28/1897      | 51/72    |
| 135   | Wells, Charles E. et al   | *Theodore M. Towl       | Grant    | Wetzel | 6/25/1890 | 3/17/1891      | 32/382   |
|   | Wells, Charles E. et al   | Eureka Pipeline Company | Grant    | Wetzel | 3/6/1897  | 5/28/1897      | 51/73    |
| 134   | Sturkey, John W & Sarah A | *Theodore M. Towl       | Grant    | Wetzel | 6/27/1890 | 3/16/1891      | 32/383   |
|   | Sturkey, John W & Sarah A | Eureka Pipeline Company | Grant    | Wetzel | 3/8/1897  | 5/28/1897      | 551/74   |
| 133   | Hood, H. & Eliza          | *Theodore M. Towl       | Grant    | Wetzel | 6/26/1890 | 3/16/1891      | 32/385   |
|   | Hood, H. & Eliza          | Eureka Pipeline Company | Grant    | Wetzel | 3/8/1897  | 5/28/1897      | 51/76    |
| 132, 138  | Robinson, L.G.            | Eureka Pipeline Company | Grant    | Wetzel | 3/4/1897  | 5/28/1897      | 51/77    |
| 131   | Sturkey, Samuel           | *Theodore M. Towl       | Grant    | Wetzel | 6/26/1890 | 3/17/1891      | 32/384   |
|   | Sturkey, Samuel           | Eureka Pipeline Company | Grant    | Wetzel | 3/8/1897  | 5/28/1897      | 51/78    |
| 131.5   | McIntire, O.P.            | Eureka Pipeline Company | Grant    | Wetzel | 2/11/1902 | 6/8/1996       | 72/246   |
|   | McIntyre, O.P.            | Eureka Pipeline Company | Grant    | Wetzel | 2/11/1902 | 6/8/1996       | 72/247   |
|   | McIntyre, O.P.            | Eureka Pipeline Company | Grant    | Wetzel | 2/11/1902 | 6/8/1996       | 72/248   |
| 130   | Robinson, L.G. & J.S.     | Eureka Pipeline Company | Grant    | Wetzel | 3/4/1897  | 5/28/1897      | 51/81    |
|   | Robinson, L.G. & J.S.     | Eureka Pipeline Company | Grant    | Wetzel | 1/5/1901  | 6/8/1996       | 72/241   |
|   | Robinson, L.G. & J.S.     | Eureka Pipeline Company | Grant    | Wetzel | 1/5/1901  | 6/8/1996       | 72/242   |
|   | Robinson, L.G. & J.S.     | Eureka Pipeline Company | Grant    | Wetzel | 1/5/1901  | 6/8/1996       | 72/243   |
| 129   | Campbell, V & S.S.        | Eureka Pipeline Company | Grant    | Wetzel | 6/26/1890 | 3/17/1891      | 32/386   |
|   | Campbell, Vachel & S.S.   | Eureka Pipeline Company | Grant    | Wetzel | 3/8/1897  | 5/28/1897      | 51/88    |
| 128   | Price, J.L. & W.J.        | *Theodore M. Towl       | Grant    | Wetzel | 6/26/1890 | 3/18/1891      | 32/387   |
|   | Price, J.L.               | Eureka Pipeline Company | Grant    | Wetzel | 3/8/1897  | 5/28/1897      | 51/82    |
| 127   | Higgins, Joshua & Nancy   | *Theodore M. Towl       | Grant    | Wetzel | 6/26/1890 | 3/19/1891      | 32/390   |
|   | Sturkey, W.V.             | Eureka Pipeline Company | Grant    | Wetzel | 3/8/1897  | 5/28/1897      | 51/83    |
| 126   | Sturkey, S.D. & J.E.      | *Theodore M. Towl       | Grant    | Wetzel | 6/26/1890 | 3/19/1891      | 32/393   |
|   | Sturkey, R.F.             | Eureka Pipeline Company | Grant    | Wetzel | 3/8/1897  | 5/28/1897      | 51/85    |
| 125   | Hall, Perry               | *Theodore M. Towl       | Grant    | Wetzel | 6/26/1890 | 6/8/1996       | 72/244   |



Vol. 4 PAGE 616

WV 82106340

| LINE NO.   | GRANTOR                      | GRANTEE                 | DISTRICT | COUNTY | DATE       | RECORDING DATE | VOL/PAGE |
|--|------------------------------|-------------------------|----------|--------|------------|----------------|----------|
|  | Hall, Perry & Palmyra        | Eureka Pipeline Company | Grant    | Wetzel | 3/18/1897  | 5/28/1897      | 31/86    |
| * Assigned to the Eureka Pipeline Co by the following assignments: Recorded 10/19/1891 Book 55, Page 12, Book 35, Page 2 |                              |                         |          |        |            |                |          |
| <b>DOWN'S STATION TO WV-PA LINE BRADEN TO DOWN'S (MAIN LINE MAP #1568) SERIES E552, Wetzel County</b>                    |                              |                         |          |        |            |                |          |
| 28 31 32 38,<br>39, 40, 42   | Robinson Improvement Company | Eureka Pipeline Company | Grant    | Wetzel | 10/3/1914  | 11/9/1914      | 4/341    |
| 28 5   | Swiger, H S                  | Eureka Pipeline Company | Grant    | Wetzel | 6/20/1913  | 7/15/1913      | 3A/180   |
| 30   | Wells, Charles E. et al      | Eureka Pipeline Company | Grant    | Wetzel | 3/13/1913  | 3/26/1913      | 3A/5     |
| 34, 35   | Wells, Charles E. et al      | Eureka Pipeline Company | Grant    | Wetzel | 3/13/1913  | 3/26/1913      | 3A/4     |
| 32   | Carlin, Wm                   | Eureka Pipeline Company | Grant    | Wetzel | 6/11/1912  | 7/26/1912      | 3/103    |
| 37   | Hood, H.                     | Eureka Pipeline Company | Grant    | Wetzel | 6/12/1912  | 7/26/1912      | 3/105    |
|  | Hood, H.                     | Eureka Pipeline Company | Grant    | Wetzel | 8/17/1916  | 9/23/1916      | 5/124    |
| 41   | McIntire, O. P               | Eureka Pipeline Company | Grant    | Wetzel | 6/12/1912  | 7/26/1912      | 3/102    |
| 42.5   | Habert, Dana                 | Eureka Pipeline Company | Grant    | Wetzel | 11/12/1912 | 12/18/1912     | 2A/428   |
| 43   | Carl, A. N                   | Eureka Pipeline Company | Grant    | Wetzel | 6/11/1912  | 7/26/1912      | 3/106    |
| 44   | Kocher E. R.                 | Eureka Pipeline Company | Grant    | Wetzel | 6/12/1912  | 7/26/1912      | 3/108    |
| 44 5   | Starkey, S D                 | Eureka Pipeline Company | Grant    | Wetzel | 11/12/1912 | 12/18/1912     | 2A/427   |
| 45   | Hall, Perry & Palmyra        | Eureka Pipeline Company | Grant    | Wetzel | 7/23/1912  | 8/20/1912      | 3/110    |

STATE OF WEST VIRGINIA, COUNTY OF WETZEL, TO-WIT  
 OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF WETZEL COUNTY  
 The foregoing paper writing was this day Sept 22, 2008, at 9:25  
 presented for record in my office, and thereupon, together with the certificate thereto annexed, is admitted  
 to record

Tessie Coverly Blaupfe Clerk,  
 County Commission of Wetzel County

VOL 4 PAGE 617

# INVOICE

FROM:

PAGE 1

HOUCHIN CONSTRUCTION  
LIMITED LIABILITY COMPANY  
RT 3, BOX 527  
ARNOLDSBURG, WV 25234  
(304) 655-8379

INVOICE NUMBER 0007158-IN

INVOICE DATE 12/08/08



TO

TRIAD ENERGY  
P O BOX 430  
RENO

OH 45773

CONTRACT

ATTN JEFF BRAMMER

JOB NUMBER TDDB-800

TERMS NET 30

| CODE               | DESCRIPTION            | QUANTITY | U/M   | PRICE | AMOUNT     |
|--------------------|------------------------|----------|-------|-------|------------|
| WETZEL CO PIPELINE |                        |          |       |       |            |
| 12P                | 12" PLASTIC PIPE       | 13,627   | 00 FT | 34 90 | 475,582 30 |
| ROEX               | ROCK EXCAVATION        | 750      | 00 LF | 17.00 | 12,750 00  |
| RS                 | ROCK SHIELD            | 3,000    | 00 LF | 3 00  | 9,000 00   |
| LOWBOY             | EXTRA TRUCK AND DRIVER | 52       | 00 HR | 79 00 | 4,108 00   |
| WE                 | WELDER                 | 4        | 00 HR | 49 00 | 196 00     |
| HEL                | WELDER'S HELPER        | 4        | 00 HR | 33-00 | 132 00     |
| WELRIG             | WELDING RIG            | 4        | 00 HR | 29 00 | 116 00     |

CAROL S HAUGHT  
WETZEL County 09 29:38 AM  
Instrument No 87607  
Date Recorded 01/23/2009  
Document Type M/L  
Book-Page 4-609  
Recording Fee \$8 00  
Additional \$6 00

STATE OF WEST VIRGINIA COUNTY OF WETZEL TO-WIT  
OFFICE OF THE CLERK OF THE COUNTY COMMISSION  
OF WETZEL COUNTY

The foregoing paper writing was this day Jan 23, 2009  
at 9:29 presented for record in my office  
and thereupon, together with the certificate thereto annexed  
is admitted to record

TESTEE Carol S Haught, CLERK  
COUNTY COMMISSION OF WETZEL COUNTY

A FINANCE CHARGE OF 1 5% PER MONTH (18% PER ANNUM)  
WILL BE CHARGED ON UNPAID BALANCES

INVOICE TOTAL 501,884 30  
RETENTION AMT 00

NET INVOICE 501,884 30

**EXHIBIT B**

CAROL S HAUGHT  
WETZEL County 09 29 38 AM  
Instrument No 87607  
Date Recorded 01/23/2009  
Document Type M/L  
Book-Page 4-609  
Recording Fee \$5 00  
Additional \$0 00

CONF

## Southern District of Ohio Claims Register

### 2:08-bk-62744 Triad Energy Corporation

**Judge:** C Kathryn Preston      **Chapter:** 11  
**Office:** Columbus                      **Last Date to file claims.** 05/25/2009  
**Trustee:**                                      **Last Date to file (Govt):**

|   |   |   |
|---|---|---|
| <i>Creditor</i> (12053415)<br>Houchin Construction Limited<br>Liability Company<br>c/o J Breckenridge Martin,<br>Esq<br>Bowles Rice McDavid Graff<br>& Love, LLP<br>P O Box 49<br>Parkersburg, WV 26102 | <b>Claim No 4</b><br><i>Original Filed</i><br>Date 02/13/2009<br><i>Original Entered</i><br>Date 02/13/2009 | <i>Status</i><br>Filed by CR<br>Entered by Bays, Robert<br>Modified |
| Secured claimed \$501884.30<br><b>Total claimed \$501884.30</b>   |   |   |
| <i>History</i><br><u>Details</u> 4-1    02/13/2009 Claim #4 filed by Houchin Construction Limited Liability Company, total amount claimed \$501884.3 (Bays, Robert )                                    |   |   |
| <i>Description</i>  |   |   |
| <i>Remarks</i>  |   |   |

### Claims Register Summary