EAST KENTUCKY UTILITIES, INC

P.O. Box 408 Prestonsburg, Kentucky 41653

November 15, 2006

RECEIVED

Ms. Beth O'Donnell
Executive Director
KENTUCKY PUBLIC SERVICE COMMISSION
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602-0615

NOV 1 6 2006

PUBLIC SERVICE COMMISSION

RE: Gas Cost Recovery Rate

East Kentucky Utilities, Inc. Case No. 2006-00461

Dear Ms. O'Donnell:

On behalf of East Kentucky Utilities, Inc. ("EKU"), please consider this correspondence as a motion to amend and an <u>amendment</u> to our previous filing in your Case No. 2006-00461. This amendment is filed to request a change in our Gas Cost Recovery Rate for the period commencing <u>December 1, 2006</u>.

Enclosed for your review are an <u>amended</u> Rates and Charges form, containing the corrected rate, and a Quarterly Report of Gas Cost Recovery Rate Calculation for the twelve (12) month period ending August 31, 2006. We have also enclosed an Appendix of materials upon which we have based all related calculations for this filing. A correction in the figure for our transportation costs made necessary amendment.

We again respectfully request a waiver of the thirty (30) day notice requirement for this filing. If you have any questions, please do not hesitate to call me at (606) 886-2431.

Sincerely,

EAST KENTUCKY UTILITIES, INC.

By: Paul H. Thompson, Vice-President

East Kentucky Utilities, Inc.

		Community, To	own or City
		P.S.C. KY. NO	
		99 th SHEET	NO1
EAST KENTUCKY UTILITIES, INC.		CANCELLING P.S.C. I	XY. NO
(Name of Utility)		98 th SHEE	Г NO. <u>1</u>
	RATES AND CHA	ARGES	
RATE SCHEDULE:	APPLICABLE IN A	LL TERRITORY SEI	RVED BY COMPANY
AVAILABILITY OF SERVICE:	FOR ALL RESIDEN	NTIAL & COMMERC	TAL PURPOSES
RATES: Monthly	Base Rate	Gas Cost Recovery Rate	Total Rate
First Mcf	\$10.00	\$ 8.4341	\$18.4341
All Over 1 Mcf	\$ 5.2553	\$ 8.4341	\$13.6894
Minimum Bill	\$18.4341		

DATE OF ISSUE	October 31, 2006
	Month / Date / Year
DATE EFFECTIVE	December 1, 2006
Fred M.	Marine Sand
ISSUED BY	
•	(Signature of Officer)
TITLE Vice-President, EAST KENT	UCKY UTILITIES, INC.
BY AUTHORITY OF ORDER OF THE	E PUBLIC SERVICE COMMISSION

IN CASE NO. <u>2006-00461</u> DATED <u>October 31, 2006</u>

,	Company	<u>Name</u>	<u></u>
EAST	KENTUCKY	UTILITIES,	INC

Quarterly Report of Gas Cost Recovery Rate Calculation

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SCHEDULE I

GAS COST RECOVERY RATE SUMMARY

	Component	<u>Unit</u>	<u>Amount</u>
+	Expected Gas Cost (EGC) Refund Adjustment (RA)	\$/Mcf \$/Mcf	
+	Actual Adjustment (AA)	\$/Mcf	
+	Balance Adjustment (BA)	\$/Mcf	
=	Gas Cost Recovery Rate (GCR)		
GC	CR to be effective for service rendered from	to	
A.	EXPECTED GAS COST CALCULATION	<u>Unit</u>	<u>Amount</u>
	Total Expected Gas Cost (Schedule II)	\$	495,545.54
÷	Sales for the 12 months ended 08/31/2006	Mcf	X 62,620
=	Expected Gas Cost (EGC)	\$/Mcf	7.9135
	. ,		
B.	REFUND ADJUSTMENT CALCULATION	Unit	<u>Amount</u>
			1
	Supplier Refund Adjustment for Reporting Period (SchIII)		j
+	Previous Quarter Supplier Refund Adjustment	\$/Mcf	1
+	Second Previous Quarter Supplier Refund Adjustment	\$/Mcf	B. ()
+	Third Previous Quarter Supplier Refund Adjustment	\$/Mcf	<u>N/A</u>
=	Refund Adjustment (RA)	\$/Mcf	
C.	ACTUAL ADJUSTMENT CALCULATION	<u>Unit</u>	<u>Amount</u>
	Actual Adjustment for the Reporting Period (Schedule IV)	\$Mcf	
+	Previous Quarter Reported Actual Adjustment	\$/Mcf	
+	Second Previous Quarter Reported Actual Adjustment	\$/Mcf	
+	Third Previous Quarter Reported Actual Adjustment	\$/Mcf	
=	Actual Adjustment (AA)	\$/Mcf	
D.	BALANCE ADJUSTMENT CALCULATION	Unit	Amount
	Balance Adjustment for the Reporting Period (Schedule V)	\$/Mcf	
+	Previous Quarter Reported Balance Adjustment	\$/Mcf	
+	Second Previous Quarter Reported Balance Adjustment	\$/Mcf	
+	Third Previous Quarter Reported Balance Adjustment	\$/Mcf	N/A
	Balance Adjustment (BA)	-	

SCHEDULE II

EXPECTED GAS COST

Actual * MCF Purchases for 12 months ended <u>08/31/2006</u>					_	
(1)	(2)	(3) BTU	(4)	(5)**	(6) (4) X (5)	
Supplier	Dth	Conversion Factor	Mcf	Rate	Cost	
Equitable Energy, LLC			53,542	(\$8.4341)	<u>\$827,198.96</u>	
Quality Natural Gas, LLC			<u>5,213</u>	(\$8.4341)	<u>\$44,152.52</u>	

Totals	<u>58,755</u>		\$871,351.48
Line loss for 12 months ended 08/31/2006 58,755 Mcf and sales of	is <u>0</u> % 62,620	based or Mcf.	n purchases of
Total Expected Cost of Purchases (6) ÷ Mcf Purchases (4)		<u>Unit</u> \$ Mcf	<u>Amount</u>
Average Expected Cost Per Mcf PurchaseAllowable Mcf Purchases (must not exceed		\$/Mcf Mcf	8.4341 X 58,755
= Total Expected Gas Cost (to Schedule IA)		\$	\$495,545.54

^{*}Or adjusted pursuant to Gas Cost Adjustment Clause and explained herein.

^{**}Supplier's tariff sheets or notices are attached.

SCHEDULE III

SUPPLIER REFUND ADJUSTMENT

Details for the 3 months ended 08/31/2006 (reporting period)				
<u>Particulars</u>	<u>Unit</u>		<u>Amount</u>	
Total supplier refunds received + Interest	\$ \$	<u>N/A</u>		
Refund Adjustment including interestSales for 12 months ended	\$ Mcf	<u>N/A</u>		
= Supplier Refund Adjustment for the Reporting Period (to Schedule IB.)	\$/Mcf	with incompany and the state of		

SCHEDULE IV

ACTUAL ADJUSTMENT

Fo	r the 3 month period ended <u>08/31/200</u>	06 (reporting	g period)		
	<u>Particulars</u>	<u>Unit</u>	Month 1 ()	Month 2 ()	Month 3 ()
÷	Total Supply Volumes Purchased Total Cost of Volumes Purchased Total Sales (may not be less than 95% of supply volumes)	Mcf \$ Mcf			
=	Unit Cost of Gas	\$/Mcf			
	EGC in effect for month	\$/Mcf			
=	Difference [(over-)/Under-Recovery]	\$/Mcf			
Х	Actual sales during month	Mcf			
=	Monthly cost difference	\$			
÷	Total cost difference (Month 1 + Month 2 Sales for 12 months ended	2 + Month 3)	<u>Unit</u> \$ Mcf	<u>Amount</u>
	Actual Adjustment for the Reporting Per	iod (to Sche	edule IC.)	= \$/Mcf	

SCHEDULE V

BALANCE ADJUSTMENT

For	the 3 month period ended <u>08/31/2006</u> (reporting period)		
	Particulors	l Init	Amount
(1)	Particulars Total Cost Difference used to compute AA of the GCR	<u>Unit</u> \$	<u>Amount</u>
(1)	effective four quarters prior to the effective date	Ψ	
	of the currently effective GCR		
	Less: Dollar amount resulting from the AA of	\$	
	\$/Mcf as used to compute the GCR in effect	Ψ	
	four quarters prior to the effective date of the		
	currently effective GCR times the sales of		
	Mcf during the 12-month period the AA		
	was in effect.		N/A
	Equals: Balance Adjustment for the AA.	\$	
		•	
(2)	Total Supplier Refund Adjustment including interest used to		
` ,	compute RA of the GCR effective four quarters prior to the		
	effective date of the currently effective GCR.		
	Less: Dollar amount resulting from the RA of	\$	
	\$/Mcf as used to compute the GCR in effect four		
	quarters prior to the effective date of the currently		
	effective GCR times the sales of Mcf during		
	the 12-month period the RA was in effect.		<u>N/A</u>
	Equals: Balance Adjustment for the RA	\$	
(3)	Total Balance Adjustment used to compute BA of the	\$	
` ,	GCR effective four quarters prior to the effective date of the	•	
	currently effective GCR		
	Less: Dollar amount resulting from the BA of	\$	
	\$/Mcf as used to compute the GCR in effect four		
	quarters prior to the effective date of the currently		
	effective GCR times the sales of Mcf during		
	the 12-month period the BA was in effect.		<u>N/A</u>
	Equals: Balance Adjustment for the BA.	\$	
		_	<u>N/A</u>
Tota	al Balance Adjustment Amount (1) + (2) + (3)	\$	
÷	Sales for 12 months ended	Mcf	<u>N/A</u>
=	Balance Adjustment for the Reporting Period	\$/Mcf	
	(to Schedule ID.)		

RECEIVED

NOV 1 6 2006

PUBLIC SERVICE COMMISSION

APPENDIX

This Appendix contains copies of the following documents, all of which were used to arrive at those calculations contained in the filing, as amended, in Case No. 2006-00461:

- 1. Tariff Sheet, as proposed March 15, 2006.
- 2. Gas Supply Contract, between Quality Natural Gas, LLC and East Kentucky Utilities, Inc., dated May 1, 2006.
- 3. Letter Amendment to Gathering Agreement between Kentucky-West Virginia Gas Company, LLC and J.W. Kinzer / Alert Oil and Gas Company, Inc., effective October 1, 2006.
- 4. Invoices from Equitable Energy, LLC for production months September 2006 through April 2006; Mr. Larry Rich, Local Manager for Kentucky Frontier Gas, LLC (the contract operator of the Floyd County Gas System through a Service Agreement with East Kentucky Utilities, Inc.) has advised that the handwritten calculations for Mcf quantities contained on these invoices were made by personnel of Equitable / Kentucky West-Virginia.
- 5. Invoices from Quality Natural Gas, LLC for production months May 206 through August 2006.
- 6. Calculations for Mcf usages and revenues for the period from September 2005 through October 2006 (two pages); These calculations were prepared at the direction of Mr. Larry Rich, Local Manager for Kentucky Frontier Gas, LLC (the contract operator of the Floyd County Gas System through a Service Agreement with East Kentucky Utilities, Inc.).

	(FOR ENTIRE	E AREA SERVED nity, Town or City	(Comment or short sta
			P.S.C. KY. NO.		
			98 th	SHEET NO. 1	
	TUCKY UTILITIES, INC.		CANCELLING P.S.C. KY. NO		
(N	lame of Utility)		97 th	SHEET NO. 1	
		DATES AND CITA	DODG		
		RATES AND CHA	RGES		
RATE SO	CHEDULE:	APPLICABLE IN AL	L TERRITORY	Y SERVED BY COMPAN	۷Y
AVAILA	BILITY OF SERVICE:	FOR ALL RESIDEN	TIAL & COMM	MERCIAL PURPOSES	
RATES:	Monthly	Base Rate	Gas Cost Recovery Rate	e Total Rate	
	First Mcf	\$10.00	\$11.87	\$21.8700	
	All Over 1 Mcf	\$ 5.2553	\$11.87	\$17.1253	
	Minimum Bill	\$21.87			

DATE OF ISSUE	March 15, 2006 Month / Date / Year
DATE EFFECTIVE	February 1, 2006
ISSUED BY	Month / Date / Year
	(Signature of Officer)
TITLE Local Manager, KENTUCKY	FRONTIER GAS, LLC
BY AUTHORITY OF ORDER OF TH	E PUBLIC SERVICE COMMISSION

IN CASE NO. 2006-00116 DATED March 15, 2005

SALE OF NATURAL GAS

Agreement made this / SE day of May, 2006, between Quality

Natural Gas, LLC, of Kentucky Highway 80, County of Floyd, State of Kentucky, referred to as Seller, and East Kentucky Utilities, Inc., P.O. Box 408, Prestonsburg, Kentucky 41653 referred to as Purchaser and County of Floyd, State of Kentucky, P.O. Box 149 South Central Avenue, Prestonsburg, Kentucky 41653 referred to as Surety, respectively.

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

SECTION ONE GAS TO BE SOLD

Commencing with the date of completion of arrangements with Equitable Resources, Inc. or its subsidiaries by both seller and purchaser, seller shall sell and deliver to purchaser, at the point of connection of Kentucky West Virginia Gas Company lines with purchaser's line, and purchaser shall receive, in the usual conduct of its business and in accordance with approved practice in the industry, all the merchantable gas in its natural state, as is delivered from the Kentucky West Virginia Gas Company lines through exchange of production with seller for a period of one year for distribution only by the purchaser to its customers.

<u>SECTION TWO</u> <u>PRESSURES:</u>

Deliveries of gas under this contract shall be made at a pressure sufficient to enter the pipelines of purchaser against the varied working pressures therein. Purchaser shall not be required to take gas when it cannot be delivered in commercial quantities and at sufficient

pressure. Daily deliveries may be varied from time to time on purchaser's request to meet fluctuating conditions of its markets. Purchaser shall operate its distribution pipeline in a manner consistent with good operating practices prevailing in the gas industry and, as far as the same is within its reasonable control, it shall not create or suffer or permit to be created any artificial condition that would prevent seller from delivering gas to purchaser.

<u>SECTION THREE</u>

MEASUREMENT OF GAS DELIVERED

Purchaser shall operate, and maintain meters and necessary equipment of suitable size and design at the several points of delivery designated above for the measurement of gas sold and delivered under this contract. Such meters shall be open to the inspection of seller at all reasonable times on seller's request to purchaser, but in the presence of purchaser's representatives. Meter charts used in measuring gas delivered by seller to purchaser under this contract during any one month shall be made available by purchaser to seller for inspection and audit.

The unit of measurement of gas delivered under this contract shall be dekatherms at an absolute pressure of 14.4 pounds per square inch, computed in accordance with Boyle's Law governing pressure and volume of gases.

SECTION FOUR TITLE TO GAS

Seller warrants his title to the gas be sold and delivered under this contract and his right to sell the same, and warrants that such gas is free and clear of all liens and adverse claims.

The Floyd County Fiscal Court shall guarantee payment for gas, provided however, that the obligation of Floyd County, Kentucky to act as surety on behalf of East Kentucky Utilities, Inc., regarding payments owed upon the proposed gas supply contract shall immediately terminate upon any sale of East Kentucky Utilities, Inc., to a third party or at the end of the term set forth in the proposed gas supply contract, whichever condition shall first occur.

SECTION FIVE PAYMENT AND PRICE

Payment shall be made by purchaser to seller on or before the 30th day of each month following in which gas is delivered at a price of \$5.50 per dekatherms on the pressure and bases above provided for. Purchaser shall also reimburse the seller for delivery costs incurred by seller through Equitable and its subsidiaries.

<u>SECTION SIX</u> <u>TAXES AND ROYALTIES</u>

Seller shall pay all production, severance, or other taxes levied on the gas as produced, sold, or delivered under the contract.

Seller shall duly pay royalty payments due on all gas sold and delivered under the contract, and seller shall hold purchaser free and clear from any liability or obligation for the payment of such royalties.

SECTION SEVEN OTHER MATTERS

This contract is subject to present and future valid statutes, orders, rules, and regulations of duly constituted authorities having jurisdiction over seller or purchaser, and to causes, accidents, and occurrences beyond the control of the parties.

All notices due under this contract to either party shall be given by registered mail or by delivering the notice to such party at the address listed above, or at such address as may be hereafter designated in writing by such party.

	QUALITY NATURAL GAS, LLC
	By: Jerry D. Kinzer
	EAST KENTUCKY UTILITIES, INC. By: Larry F. Stumbo, President
	FLOYD COUNTY KENTUCKY A Monthson, By: Paul H. Thompson,
	County Judge Executive
COMMONWEALTH OF KENTUCKY COUNTY OF FLOYD	ſ
Subscribed and sworn to before me by	Derry Linin, this the 22 day
	NOTARY PUBLIC

IN WITNESS WHEREOF, we sign, this ______ day of _______, 2006.

COMMONWEALTH OF KENTUCKY COUNTY OF FLOYD

	Subscribed and sworn to bel	fore me by P_{AL}^{\perp}	Arry Stumbo, this the 24ch day
of	August	, 2006.	
	My Commission Expires: _	10-04-09	
			NOTARY PUBLIC



Alan G. Vaina Director, Markeling Eguliabla Midstream 225 North Shore Drive Pittsburgh, PA 15212-5881 Direct Dial; 412-395-2512 e-mail: avalna@eqLcom

August 25, 2006

Mr. J. W. Kinzer J. W. Kinzer Drilling Company P.O. Box 155 Allen, KY 41601

Dear Mr. Kinzer:

Kentucky West Virginia Gas Company, LLC ("Kentucky West") and J. W. Kinzer, Individually, J. W. Kinzer, Agent, Alert Oil and Gas Company, Inc., and Gas Acquisition Corporation (collectively "Kinzer") are parties to Natural Gas Gathering Agreement No. KYWV-G-0100 dated October 1, 2002 ("Agreement"). In accordance with Article II of the Agreement, Kentucky West is hereby providing notice of termination of the Agreement effective September 30, 2006.

In lieu of renegotiating the Agreement, Kentucky West proposes this letter amendment ("Amendment") for continuing gathering service via Kentucky West's system. In consideration of the mutual benefits to be received by each party hereunder. Kinzer and Kentucky West hereby agree as follows:

1. Article II of the Agreement, entitled "<u>TERM</u>", shall be deleted in its entirety and replaced with the following provision:

This Agreement shall be effective as of October 1, 2006, and shall remain in full force and effect for a term of three (3) Contract Years and from Month-to-Month thereafter, subject to termination by either party on the expiration of the third (3rd) Contract Year or on the expiration of any Month thereafter, by not less than thirty (30) Days advance written notice to the other party. This Agreement shall terminate on any date in which federal or state statute or regulation renders this Agreement, or other agreements associated herewith required to deliver Gas hereunder, illegal, null or void.

- 2. Article IV of the Agreement, entitled "<u>RATES</u>", shall be deleted in its entirety and replaced with the following provision:
 - (A) During the term of this Agreement, Shipper shall pay to Gatherer a gathering fee of sixty-nine and forty-two one-hundredths cents (\$0.6942) per Dth for all quantities received into Gatherer's system at the Point(s) of Receipt (which equates to a gathering fee of seventy-eight cents (\$0.78) per Dth at the Point(s) of Delivery).
 - (B) During the term of this Agreement, Shipper shall pay to Gatherer a Retainage fee in the amount of eleven percent (11.00%) of the total Monthly quantity of Natural Gas gathered by Gatherer at the Point(s) of Receipt.



Mr. J. W. Kinzer Page 2 August 25, 2006

Title

3. All other terms and conditions of the Agreement, to the extent they are not modified by this Amendment, shall remain in full force and effect.

If the foregoing is acceptable to you, please execute all originals of this Amendment in the spaces provided and return them to this office for countersignature. If you have any questions regarding this Agreement, please call me at 412-395-2512.

Sincerely,

Alan G. Vaina Director, Marketing

Accepted and Agreed to thisday of	2006.
J. W. Kinzer	Alert Oil and Gas Company, Inc.
Signature	Signature
Name	Name
Tille	Title
Gas Acquisition Corporation	Kentucky West Virginia Gas Company, LLC
Signature	Signature
Name	Name

Title

EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE

5TH FLOOR

PITTSBURGH, PA 15212-5861

Fax: (412) 395-3666

EAST KENTUCKY UTILITIES

PO BOX 408

PRESTONSBURG, KY 41653

Invoice Number:

S-05090058

Customer ID:

EASTKYUTILIT

Customer Number:

GMS Contract Number: S-EASTKYUTILIT-T-0004

Invoice Date:

09-Nov-2005

Due Date:

25-Nov-2005

Production Month:

9/2005

EQUITABLE ENERGY LLC

<u>Pipeline</u>	Meter	<u>Description</u>	Stat.		Quantity	Avg.Price	<u>AmountDue</u>
(Prodmonth = 9 KENTUCKY.WV	ProdYcar = 2005)	WEBB-ALLEN-WICKER	Act	mci O	6 O Dth	NA	\$0.00
KENTUCKY.WV	39	EAST KENTUCKY UTILITIES, ALI	LENAct	467	594 Dth	\$10.80000	\$6,415.20
KENTUCKY.WV	39B	EAST KENTUCKY UTILITIES, GA.	RREAct	0	0 Dth	NA	\$0.00
KENTUCKY.WV	39C	EAST KENTUCKY UTILITIES, STE	EEL Act	591	769 Dth	\$10.80000	\$8,305.20
KENTUCKY.WV	39D	EAST KENTUCKY UTILITIES, ALI	LENAct	0	0 Dth	NA	\$0.00
KENTUCKY.WV	4M26	EAST KENTUCKY UTILITIES, MIE	DDLAct	53	58 Dth	\$10.80000	\$626.40
		Current Totals		1	,421 Dth		\$15,346.80

Recap:

Commodity Total

\$15,346.80

Net Amount Due

\$15,346.80

Amount Calculated In (USD)

Pd 12-05.05 CK# 13903

Please Wire Transactions To: MELLON BANK NA PITTSBURGIL PA Account #: 121.2494 ABA# 043000261

Please Send Invoices To: **EQUITABLE ENERGY LLC** 225 NORTH SHORE DRIVE 5TH FLOOR PITTSBURGH, PA 15212-5861 Fax: (412) 395-3666 Phone: (412) 395-2616

Please Remit Check To: EQUITABLE ENERGY LLC PO BOX 223046 PITTSBURGH, PA 15251-2046 Please Send Correspondence To: **EOUITABLE ENERGY LLC** 4TH FLOOR 225 NORTH SHORE DRIVE PITTSBURGH. PA 15212-5861 Phone: (412) 395-2616 Fax: (412) 395-3666

EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE

5TH FLOOR

PITTSBURGH, PA 15212-5861

Fax: (412) 395-3666

EAST KENTUCKY UTILITIES

PO BOX 408

PRESTONSBURG, KY 41653

Invoice Number:

100063دں-S

Customer ID:

EASTKYUTILIT

Customer Number:

755622

GMS Contract Number: S-EASTKYUTILIT-T-0004

Invoice Date:

08-Dec-2005

Due Date:

25-Dec-2005

Production Month:

10/2005

EQUITABLE ENERGY LLC

<u>Pipeline</u>	Meter	Description	St	ot. Quantity		Avg.Price	<u>AmountDue</u>
(Prodmonth = 10	ProdYear = 2005	5)			McF		
KENTUCKY.WV	39	EAST KENTUCKY UTILITIES,	ALLENA	et 1,605 Dth	1260	\$10.80000	\$17,334.00
KENTUCKY.WV	39B	EAST KENTUCKY UTILITIES,	GARREA	et 162 Dth	126	\$10.80000	\$1,749.60
KENTUCKY.WV	39C	EAST KENTUCKY UTILITIES,	STEEL A	2,078 Dth	1643	\$10.80000	\$22,442.40
KENTUCKY.WV	39D	EAST KENTUCKY UTILITIES,	ALLENA	et 87 Dth	73	\$10.80000	\$939.60
KENTUCKY.WV	4M26	EAST KENTUCKY UTILITIES,	MIDDLA	et 180 Dth	159	\$10.80000	\$1,944.00
		Current Totals		4,112 Dth	3.261		\$44,409.60
			Recap				
				Commodity Total			\$44,409.60
				Net Amount Due		_	\$44,409.60

Amount Calculated In (USD)

Please Wire Transactions To: MELLON BANK NA PITTSBURGH, PA Account #: 1212494 ABA# 043000261 Please Send Invoices To: EQUITABLE ENERGY LLC 225 NOR 1H SHORE DRIVE 51H FLOOR PITTSBURGH, PA 15212-5861 Fax: (412) 395-3666

Phone: (412) 395-2616

Please Remit Check To: EQUITABLE ENERGY LLC PO BOX 223046 PITTSBURGH, PA 15251-2046 Please Send Correspondence To: EQUITABLE ENERGY LLC 4TH FLOOR. 225 NORTH SHORE DRIVE PITTSBURGH. PA 15212-5861 Phone: (412) 395-2616 Fax: (412) 395-3666

EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE **5TH FLOOR**

PITTSBURGH, PA 15212-5861

Fax: (412) 395-3666

EAST KENTUCKY UTILITIES

PO BOX 408

PRESTONSBURG, KY 41653

Invoice Number: 5110070.

Customer 1D: EASTKYUTILIT

Customer Number: 755622

GMS Contract Number: S-EASTKYUTILIT-T-0004

11/2005

Invoice Date: 13-Jan-2006 **Due Date:** 26-Jan-2006

PL 02-14-06 CR # 13973

EQUITABLE ENERGY LLC

Production Month:

<u>Pipeline</u>	Meter	Description	Stat.	Quantity	Avg.Price	AmountDue
(Prodmonth = 11	ProdYear = 200	05)				
KENTUCKY.WV	V 181-S	WEBB-ALLEN-WICKER	Act	O Dth MCF	NA	\$0.00
KENTUCKY.WV	√ 39	EAST KENTUCKY UTILITIES, A	LLENAct	3,285 Dth ZL	¥ \$15.80000	\$51,903.00
KENTUCKY.WV	V 39B	EAST KENTUCKY UTILITIES, G	SARREAct	1,043 Dth 851	\$15.80000	\$16,479.40
KENTUCKY.W\	7 39C	EAST KENTUCKY UTILITIES, S	TEEL Act	3,881 Dth ろんち	\$15.80000	\$61,319.80
KENTUCKY, WV	/ 39D	EAST KENTUCKY UTILITIES, A	LLENAct	170 Dth 139	\$15.80000	\$2,686.00
KENTUCKY,WV	/ 4M26	EAST KENTUCKY UTILITIES, M	IIDDLAct	439 Dih 358	\$15.80000	\$6,936.20
		Current Totals		8,818 Dth 7/76	Taplica e manuf Million (Pinia) in av	\$139,324.40
			Recap:			
				nodity Total	Advantur v	\$139,324.40
			Net A	mount Due		\$139,324.40

Amount Calculated In (USD)

Please Wire Transactions To: MELLON BANK NA PITTSBURGH, PA Account #: 1212494 ABA# 043000261

Please Send Invoices To: **EQUITABLE ENERGY LLC** 225 NORTH SHORE DRIVE **5TH FLOOR**

PITTSBURGH, PA 15212-5861 Fax: (412) 395-3666 Phone: (412) 395-2616

Please Remit Check To: **EQUITABLE ENERGY LLC** PO BOX 223046 PITTSBURGH, PA 15251-2046

Please Send Correspondence To: EQUITABLE ENERGY LLC 4TH FLOOR 225 NORTH SHORE DRIVE PITTSBURGH, PA 15212-5861 Phone: (412) 395-2616 Fax: (412) 395-3666

Invoice Number:

S-05110070

Customer ID:

EASTKYUTILIT

EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE **5TH FLOOR**

PITTSBURGH, PA 15212-5861

Fax: (412) 395-3666

EAST KENTUCKY UTILITIES

PO BOX 408

PRESTONSBURG, KY 41653

Invoice Number:

S-05120068

Customer ID:

EASTKYUTILIT

Customer Number:

755622

GMS Contract Number: S-EASTKYUTILIT-T-0004

Invoice Date:

10-Feb-2006

Due Date:

25-Feb-2006

Production Month: 12/2005

EQUITABLE ENERGY LLC

<u>Pipeline</u>	<u>Meter</u>	<u>Description</u>	Stat.	Quantity		Avg.Price	AmountDue
(Prodmonth = 12	ProdYear = 200	95)			MCF	=	
KENTUCKY.WV	181-S	WEBB-ALLEN-WICKER	Act	0 Dth	0	NA NA	* \$0.00
KENTUCKY.WV	39	EAST KENTUCKY UTILITIES, ALI	LENAct	6,111 Dth	4885	\$15.80000	\$96,553.80
KENTUCKY.WV	39B	EAST KENTUCKY UTILITIES, GAI	RREAct	2,823 Dth	3998	\$15.80000	\$44,603.40
KENTUCKY.WV	39C	EAST KENTUCKY UTILITIES, STE	EL Act	5,787 Dth	4575°	\$15.80000	\$91,434.60
KENTUCKY.WV	39D	EAST KENTUCKY UTILITIES, ALI	_ENAct	479 Dth	403	\$15.80000	\$7,568.20
KENTUCKY.WV	4M26	EAST KENTUCKY UTILITIES, MID	DDLAct	673 Dth	605	\$15.80000	\$10,633.40
		Current Totals		15,873 Dth			\$250,793.40
		I	Recap:				
			Comm	nodity Total			\$250,793.40
			Net A	mount Due		-	\$250,793.40

Amount Calculated In (USD)

Please Wire Transactions To: MELLON BANK NA PITTSBURGH, PA Account #: 1212494 ABA# 043000261

Please Send Invoices To: EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE **5TH FLOOR** PITTSBURGH, PA 15212-5861 Fax: (412) 395-3666 Phone: (412) 395-2616

Please Remit Check To: **EQUITABLE ENERGY LLC** PO BOX 223046. PITTSBURGH, PA 15251-2046 Please Send Correspondence To: EQUITABLE ENERGY LLC 41'H FLOOR 225 NORTH SHORE DRIVE PHTSBURGH, PA 15212-5861 Phone: (412) 395-2616 Fax: (412) 395-3666

Invoice Number: S-05120068 **Customer ID:**

EASTKYUTILIT

EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE 5TH FLOOR

PITTSBURGH, PA 15212-5861

Fax: (412) 395-3666

EAST KENTUCKY UTILITIES

PO BOX 408 PRESTONSBURG, KY 41653 Invoice Number:

36010071

Customer ID:

EASTKYUTILIT

Customer Number:

755622

GMS Contract Number: S-EASTKYUTILIT-T-0004

08-Mar-2006

Invoice Date:

25 34 2006

Due Date:

25-Mar-2006

Production Month: 1/2006

112

EQUITABLE ENERGY LLC

Pipeline	<u>Meter</u>	<u>Description</u>	Stat.	Quantity		Avg.Price	AmountDue
(Prodmonth = 1	ProdYear = 2006))			MCE	:	
KENTUCKY.WV	181-S	WEBB-ALLEN-WICKER	Act	0 Dth	Ø	NA	\$0.00
KENTUCKY.WV	39	EAST KENTUCKY UTILITIES, ALL	ENAct	4,422 Dth	3535	\$13.00000	\$57,486.00
KENTUCKY.WV	39B	EAST KENTUCKY UTILITIES, GAR	REAct	1,406 Dth	1110	\$13.00000	\$18,278.00
KENTUCKY.WV	39C	EAST KENTUCKY UTILITIES, STE	EL Act	4,820 Dth	3810	\$13.00000	\$62,660.00
KENTUCKY.WV	39D	EAST KENTUCKY UTILITIES, ALL	ENAct	358 Dth	301	\$13.00000	\$4,654.00
KENTUCKY.WV	4M26	EAST KENTUCKY UTILITIES, MID	DLAct	527 Dth	474	\$13.00000	\$6,851.00
		Current Totals		11,533 Dth		and the same and any of the same	\$149,929.00
		R	ecap:				
			Com	modity Total		_	\$149,929.00
			Net A	Amount Due			\$149,929.00

Amount Calculated In (USD)

Please Wire Transactions To: MELLON BANK NA PITTSBURGH, PA Account #: 1212494 ABA# (043000261 Please Send Invoices To: EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE STH FLOOR PITTSBURGH, PA 15212-5861 Fax: (412) 395-3666

Phone: (412) 395-2616

Please Remit Check To: EQUITABLE ENERGY LLC PO BOX 223046 PITTSBURGH, PA 15251-2046 Please Send Correspondence To: EQUITABLE ENERGY LLC 4TH FLOOR 225 NORTH SHORE DRIVE PITTSBURGH. PA 15212-5861 Phone: (412) 395-2616 Fax: (412) 395-3666

EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE

5TH FLOOR

PITTSBURGH, PA 15212-5861

Fax: (412) 395-3666

EAST KENTUCKY UTILITIES

PO BOX 408

PRESTONSBURG, KY 41653

Invoice Number:

S-0c 0800

Customer ID:

EASTKYUTILIT

Customer Number:

755622

GMS Contract Number: S-EASTKYUTILIT-1-0004

Invoice Date:

12-Apr-2006

Due Date:

25-Apr-2006

Production Month:

2/2006

6 PL 05.09.06 CK# 14053 Am7 120,437.01

EQUITABLE ENERGY LLC

<u>Pipeline</u>	Meter	<u>Description</u>	Stat.	Quantity		Avg.Price	AmountDue
(Prodmonth = 2	ProdYear = 2006)				MCF		
KENTUCKY.WV	181-S	WEBB-ALLEN-WICKER	Act	0 Dth		NA	\$0.00
KENTUCKY.WV	39	EAST KENTUCKY UTILITIES,	ALLEN Act	0 Dth		NA	\$0.00
KENTUCKY.WV	39	EAST KENTUCKY UTILITIES.	ALLENAct	4,700 Dth	3757	\$9.69000	\$45,543.00
KENTUCKY.WV	39B	EAST KENTUCKY UTILITIES,	GARREAct	0 Dth		NA	\$0.00
KENTUCKY.WV	39B	EAST KENTUCKY UTILITIES,	GARREAct	2,049 Dth	1617	\$9.69000	\$19,854.81
KENTUCKY.WV	39C	EAST KENTUCKY UTILITIES,	STEEL Act	0 Dth		NA	\$0.00
KENTUCKY.WV	39C	EAST KENTUCKY UTILITIES,	STEEL Act	4,716 Dth	3728	\$9.69000	\$45,698.04
KENTUCKY.WV	39D	EAST KENTUCKY UTILITIES,	ALLEN Act	0 Dth		NA	\$0.00
KENTUCKY.WV	39D	EAST KENTUCKY UTILITIES,	ALLENAct	399 Dth	335	\$9.69000	\$3,866.31
KENTUCKY.WV	4M26	EAST KENTUCKY UTILITIES,	MIDDLAct	0 Dth		NA	\$0.00
KENTUCKY.WV	4M26	EAST KENTUCKY UTILITIES,	MIDDLAct	565 Dth	508	\$9.69000	\$5,474.85
, 1		Current Totals		12,429 Dth	n-elementario de mempe delectro en es-	t in Jacomente a man tray in A ^{rt} ill	\$120,437.01

Please Wire Transactions To: MELLON BANK NA PITTSBURGH, PA Account #: 1212494 ABA# 043000261

Please Send Invoices To: EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE 5TH FLOOR

PHTSBURGH, PA 15212-5861 Fax: (412) 395-3666 Phone: (412) 395-2616

Please Remit Check To: EQUITABLE ENERGY LLC PO BOX 223046 PITTSBURGH, PA 15251-2046 Please Send Correspondence To: EQUITABLE ENERGY LLC 4TH FLOOR 225 NORTH SHORE DRIVE PLETSBURGH, PA 15212-5861 Phone: (412) 395-2616 Fax: (412) 395-3666

Invoice Number: S-06020080 Customer ID:

EASTKYUTILIT '

Page 1

EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE

5TH FLOOR

PITTSBURGH, PA 15212-5861

Fax: (412) 395-3666

EAST KENTUCKY UTILITIES

PO BOX 408

PRESTONSBURG, KY 41653

Invoice Number:

S-vo030074

Customer ID:

EASTKYUTILIT

Customer Number:

755622

GMS Contract Number: S-EASTKYUTILIT-T-0004

2 May 2006

Invoice Date:
Due Date:

12-May-2006

25-May-2006

Production Month:

3/2006

EQUITABLE ENERGY LLC

<u>Pipeline</u>	<u>Meter</u>	<u>Description</u>	Sta	t. Quantity		Avg.Price	AmountDue
(Prodmonth = 3	ProdYear = 2006)				MCF		
KENTUCKY.WV	39	EAST KĘŊŢUCKY UTILITIES,	ALLENAC	3,510 Dth	2816	\$8.43249	\$79,598.03
SE KENTUCKY.WV	39B	EAST KENTUCKY UTILITIES,	GARREAC	930 Dth	734	\$8.43267	\$7,842.38
KENTUCKY.WV	39C	EAST KENTUCKY UTILITIES,	STEFI Act	4,081 Dth	3236	\$8.43251	\$34,113.06
KENTUCKY.WV	39D	EAST KENTUCKY UTILITIES,	ALLENAcı	291 Dth	245	\$8.43254	\$2,453.87
KENTUCKY.WV	4M26	EAST KENTUCKY UTILITIES,	MIDDLAct	394 Dth	354	\$8.43251	\$3,322.41
		Current Totals	-	9,206 Dth			\$77,629.77
Pil	06.06.06		Recap:	ommodity Total			\$77,629.77
CN#1 '4M7	06-06-06 14061 77,629,7	<i>1</i>	-	et Amount Due			\$77,629.77

Amount Calculated In (USD)

But The Item on

Please Wire Transaction To: 5 115
MELLON BANK NA
PITTSBURGH, PA
Account #: 1212494
ABA# 043000261

Please Send Invoices To:
EQUITABLE ENERGY LLC
225 NORTH SHORE DRIVE
5TH FLOOR
PITTSBURGH, PA 15212-58

PITTSBURGH, PA 15212-5861 Fax: (412) 395-3666 Phone: (412) 395-2616 Please Remit Check To: EQUITABLE ENERGY LLC FO BOX 223046 PITTSBURGH, PA 15251-2046 Please Send Correspondence To: EQUITABLE ENERGY LLC 4TH FLOOR 225 NORTH SHORE DRIVE PITTSBURGH. PA 15212-5861 Phone: (412) 395-2616 Fax: (412) 395-3666

Invoice Number:

S-06030074

Customer ID:

EASTKYUTILIT

Page 1

Rec 6/2010x

EQUITABLE ENERGY LLC 225 NORTH SHORE DRIVE

5TH FLOOR

PITTSBURGH, PA 15212-5861

Fax: (412) 395-3666

EAST KENTUCKY UTILITIES

PO BOX 408

PRESTONSBURG, KY 41653

Invoice Number:

S-00040068

Customer ID:

EASTKYUTILIT

Customer Number:

755622

GMS Contract Number: S-FASTKYUTILIT-T-0004

Invoice Date:

16-Jun-2006

Due Date:

10-Juii-2000

Due Date:

29-Jun-2006

Production Month:

4/2006

EQUITABLE ENERGY LLC

<u>Pipeline</u>	Meter	<u>Description</u>	<u>s</u>	tat. Quantity		Avg.Price	<u>AmountDue</u>
(Prodmonth = 4	ProdYear = 2006)				MCF	•	
	DemandChg;Quar	EAST KENTUCKY UTII ntity Rate =0.3500 antity Rate =0.7251	LITIES, ALLENA	Act 1,371 Dth	1096	\$7.43350	\$10,191.33 \$479.85 \$994.11
	DemandChg ;Quar	EAST KENTUCKY UTII ntity Rate =0.3500 nantity Rate =0.7251	LITIES, GARRE	Act 76 Dth	60	\$7.43395	\$564.98 \$26.60 \$55.11
	: DemandChg ;Quar	EAST KENTUCKY UTI htity Rate =0.3500 antity Rate =0.7251	LITIES, STEEL A	Act 1,749 Dth	1383	\$7.43343	\$13,001.07 \$612.15 \$1,268.20
	DemandChg ;Quar	EAST KENTUCKY UTII tity Rate =0.3500 antity Rate =0.7251	LITIES, ALLENA	Act 106 Dth	89	\$7.43283	\$787.88 \$37.10 \$76.86
	DemandChg;Quar	EAST KENTUCKY UTII ntity Rate =0.3500 antity Rate =0.7251	LITIES, MIDDLA	Act 145 Dth	130	\$7.43345	\$1,077.85 \$50.75 \$105.14
		Curren	nt Totals	3,447 Dth		annemalikation of the Application	\$29,328.98
			Reca	n:			
			Noca	Commodity Total Other Cost Total			\$25,623.11 \$3,705.87
				Net Amount Due		- -	\$29,328.98

Please Wire Transactions To: MELLON BANK NA PITTSBURGH, PA Account #: 1212494 ABA# 043000261 <u>Please Send Invoices To:</u>
EQUITABLE ENERGY LLC
225 NORTH SHORE DRIVE
5TH FLOOR

PITTSBURGH, PA 15212-5861 Fax: (412) 395-3666 Phone: (412) 395-2616 Please Remit Check To: EQUITABLE ENERGY LLC PO BOX 223046

PITTSBURGH, PA 15251-2046

Please Send Correspondence To: EQUITABLE ENERGY LLC 4TH FLOOR 225 NORTH SHORE DRIVE PITTSBURGH. PA 15212-5861 Phone: (412) 395-2616

Fax: (412) 395-3666

Invoice Number:

S-06040068

Customer 1D:

EASTKYUTILIT

Page 1

PO Box 480 Allen, KY 41601

606-874-8041 x27 606-874-2203 fax

Attn: Patrick McNamee (mcnamee@kinzerdrilling.com)

Invoice for Natural Gas Sold Contract for May 1, 2006 through April 30, 2006

Gas sales @ KWV meters at the rate of \$5.50/mmBtu

Buyer:

East Kentucky Utilites

PO Box 408

Prestonsburg, KY 41653

Invoice Date

7/20/2006

Invoice Number Prod End Date 20060531 5/31/2006

Due Date

7/25/2006

	Mcf	Dth	 Price	Gross
KWV 181-S	12	20	\$ 5.500	\$ 110.00
KWV 39	855	1,071	\$ 5.500	\$ 5,890.50
KWV 39B	5	7	\$ 5.500	\$ 38.50
KWV 39C	1,087	1,374	\$ 5.500	\$ 7,557.00
KWV 39D	79	96	\$ 5.500	\$ 528.00
KWV 4m26	87	100	\$ 5.500	\$ 550.00
	2,125	2,668		

Gas Total \$ 14,674.00 0.41 KWV Gathering \$ 1,093.88 264 KWV Fuel (9%) \$ 1,452.00

Total Due

\$ 17,219.88

PO Box 480 Allen, KY 41601

606-874-8041 x27 606-874-2203 fax

Attn: Patrick McNamee (mcnamee@kinzerdrilling.com)

Invoice for Natural Gas Sold Contract for May 1, 2006 through April 30, 2006

Gas sales @ KWV meters at the rate of \$5.50/mmBtu

Buyer:

East Kontucky Utilites

PO Box 408

Invoice Date

7/12/2006

Invoice Number

Prod End Date

20060531 6/30/2005

Prestonsburg, KY 41653

Due Date

8/25/2005

Attn: Audrey Yates 606-452-4266

	Mcf	Dth	Price	(Pross
KWV 181-S	-	*	\$ 5,500	\$	
KWV 39	548	686	\$ 5.500	\$	3,773.00
KWV 39B	-	-	\$ 5,500	\$	-
KWV 39C	493	617	\$ 5.500	\$	3,393.50
KWV 39D	55	69	\$ 5.500	\$	379.50
KWV 4m26	•		\$ 5.500	\$	-
	1,096	1,372			
			t		

7,546,00 Gas Total 0.7251 KWV Gathering \$ 994.84 136 KWV Fuel (9%) \$ 748,00 Prior Period Adjustment - May06 752.95

Total Due

\$ 10,041.79

PO Box 480 Allen, KY 41601

606-874-8041 x27 606-874-2203 fax

Attn: Patrick McNamee (mcnamee@kinzerdrilling.com)

Invoice for Natural Gas Sold Contract for May 1, 2006 through April 30, 2006

Gas sales @ KWV meters at the rate of \$5.50/mmBtu

Buyer: East Ke

East Kentucky Utilites

PO Box 408

Prestonsburg, KY 41653

Invoice Date Invoice Number 9/5/2006 20060731 7/31/2006

Prod End Date 7/3

Due Date 9/25/2006

		Mcf	Dth		Price	 Gross
	KWV 181-S	~	-	\$	5.500	 -
	KWV 39	437	547	\$	5.500	3,008.50
	KWV 39B	-	-	\$	5.500	-
	KWV 39C	441	5 53	\$	5. 500	3,041.50
	KWV 39D	52	65	\$	5.500	357.50
华安县	KWV 4m26	74	93	\$	5.500	511.50
		1,004	1,258	• '		
				Gas	Total	\$ 6,919.00
			0.7251	KWV	/ Gathering	\$ 912.18

7251 KWV Gathering \$ 912.18 124 KWV Fuel (9%) \$ 682.00 Total Due \$ 8,513.18

*** Includes 50 Oth for June 2006 which was not billed with the June sales.

PO Box 480 Allen, KY 41601

606-874-8041 x27 606-874-2203 fax

Attn: Patrick McNamee (mcnamee@kinzerdrilling.com)

Invoice for Natural Gas Sold Contract for May 1, 2006 through April 30, 2006

Gas sales @ KWV meters at the rate of \$5.50/mmBtu

Buyer:

East Kentucky Utilites

PO Box 408

Prestonsburg, KY 41653

Invoice Date
Invoice Number

9/5/2006 20060831

Prod End Date

8/31/2006

Due Date

10/25/2006

	Mcf	Dth Price			Gross
KWV 181-S	-		\$ 5.50	00	_
KWV 39	451	565	\$ 5.50	00	3,107.50
KWV 39B	-		\$ 5.50	00	-
KWV 39C	443	555	\$ 5.50	10	3,052.50
KWV 39D	55	69	\$ 5.50	0	379.50
KWV 4m26	39	49	\$ 5.50	0	269.50
	988	1,238	•		
			Gas Total	\$	6,809.00
		0.7251	KWV Gathering	\$	897.67
		122	KWV Fuel (9%)	\$	671.00
			Total Due	\$	8,377.67

REV - EKU DEC 05 THAN OCT 06

USAGE AND REVENUES DEC 2005-OCTOMBER 2006

MONTH	USAGE	REVENUES
DECEMBER	12421	275846 .
JANUARY	9667	204852 _
FEBRUARY	11698	205294 .
MARCH	7987	142155 -
APRIL	3046	57953 •
MAY	2972	5924 6 .
JUNE	1082	27900 -
JULY	808	24615 ,
AUGUST	970	25275 .
SEPT	1186	46847
ост	3077	59036
	54.914	\$ 1,129019.

•

Eac	it K	y Utelities
SEPT	1345	
OCT	2296	52277
NOV	8328	194217
	9969	# 283, 190

Jo: Brett Davis 886-1083