

P.S.C. Ky. No. 1 Revised.....

Cancels P.S.C. Ky. No. 1.....

ROCKCASTLE RESOURCES, INC.

OF

FRANKFORT, KENTUCKY

Rates, Rules and Regulations for Furnishing

Natural Gas

AT

C
4127/2004

Rockcastle County, Kentucky

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED..... January 25,..... 1991..... EFFECTIVE..... January 25....., 1991.....

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JAN 25 1991

ISSUED BY..... Rockcastle Resources, Inc.
(Name of Utility)

**PURSUANT TO 807 KAR 5:011.
SECTION 9 (1)**

BY *Herchel Watson*
Vice-President

BY: *Sharon Deller*
PUBLIC SERVICE COMMISSION MANAGER

Form for filing Rate Schedules

For Mt. Vernon
Community, Town or City

P.S.C. NO. 1 Revised

Revised SHEET NO. 1

CANCELLING P.S.C. NO. 1

Original SHEET NO. 1

ROCKCASTLE RESOURCES, INC.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<p>All service will be provided by Special Contract for a period of two years. A copy of said Contract is attached hereto.</p> <p style="text-align: right; color: red; font-size: 2em;">C 4/27/2004</p> <p style="text-align: center;">PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE</p> <p style="text-align: center;">JAN 25 1991</p> <p style="text-align: center;">PURSUANT TO 807 KAR 5.011. SECTION 9 (1)</p> <p style="text-align: center;">BY: <u><i>Shawbelle</i></u> PUBLIC SERVICE COMMISSION MANAGER</p>	

DATE OF ISSUE January 25, 1991

DATE EFFECTIVE January 25, 1991

ISSUED BY *Herchel Watson*
Name of Officer

TITLE *Vice-President*

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. _____ dated _____.

FOR Mt. Vernon

P.S.C. Ky. No. 1 Revised

Revised Sheet No. 2

Cancelling P.S.C. Ky. No. 1

Original Sheet No. 2

ROCKCASTLE RESOURCES, INC.

RULES AND REGULATIONS

The terms and conditions of the special contract shall govern the providing of any and all services, a copy of said Contract is attached hereto.

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4/27/2004

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JAN 25 1991

**PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)**

BY: *Shirley Helle*
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE January 25, 1991 DATE EFFECTIVE January 25, 1991
Month Day Year Month Day Year

ISSUED BY *Hershel Watson* *Vice-President* _____
Name of Officer Title Address

THIS CONTRACT made and entered into this the 24 day of JANUARY, 1991, by and between Rockcastle Resources, Inc., party of the first part, of Frankfort, Kentucky 40601, and Mt. Vernon Plastics Corp., Rockcastle Industrial Park, Mt. Vernon, Rockcastle County, Kentucky 40456, party of the second part.

WITNESSETH: That WHEREAS, the first party hereto is in the business of producing natural gas for commercial consumption and WHEREAS, the first party has natural gas available for sale and WHEREAS, the second party hereto is desirous of obtaining natural gas for the operation of its factory, NOW THEREFORE BE IT UNDERSTOOD AND AGREED TO by and between the parties hereto that first party hereby agrees to sell natural gas to second party under the following terms and conditions:

1. First party is to provide natural gas to second party and second party is to pay \$4.00 per 1,000 cubic feet for the natural gas provided.

2. This Contract is to be in force and effect for a period of two (2) years at the above stated price with an option for second party to renew the Contract if it so desires.

3. Second party is to provide a conduit for said gas from the wellhead to the scrubber and from the scrubber to the end user. The second party is to then lease back to first party the conduit for maintenance for a period of two (2) years for the sum of \$1.00.

4. Any insurance that may be desired by either party hereto is to be the responsibility of that party and the other party shall not be responsible for maintaining insurance except for its own benefit.

5. The first party hereto will pay all real property taxes due to Rockcastle County, Kentucky but it is expressly understood that any other taxes and/or assessments are to be the responsibility of the second party.

6. This Contract shall be binding upon the parties hereto and their successors in interest. Assignment of this Contract shall be prohibited except upon the express written permission of the

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 25 1991

PURSUANT TO 807 KAR 5:011.
SECTION 9 (1)

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

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4/27/2004

IN TESTIMONY WHEREOF, witness the hands of the parties hereto this the day and year first above written.

James H. Baker
ROCKCASTLE RESOURCES, INC., by and through its
President, James H. Baker

ATTEST: Hershel Watson
SECRETARY, ROCKCASTLE RESOURCES, INC.

Jackie S. Gray
MT. VERNON PLASTICS CORP.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 25 1991

ATTEST: Donna L. ...
MT. VERNON PLASTICS CORP.

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Sharon Deller
PUBLIC SERVICE COMMISSION MANAGER

STATE OF KENTUCKY
COUNTY OF ROCKCASTLE

Personally appeared before me a Notary Public in and for the State and County aforesaid, James H. Baker, President, ROCKCASTLE RESOURCES, INC., who signed and acknowledged before me the foregoing CONTRACT to MT. VERNON PLASTICS CORP. to be of his own free and voluntary act and deed and the free and voluntary act and deed of ROCKCASTLE RESOURCES, INC.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the 24th day of Jan, 1991.

Carolyn S. Hinton
Notary Public, State at Large, Kentucky

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My commission expires: 8 / 24 / 93

STATE OF KENTUCKY
COUNTY OF ROCKCASTLE

Personally appeared before me a Notary Public in and for the State and County aforesaid, Jackie S. Gray, who signed and acknowledged before me the foregoing CONTRACT to be of his own free and voluntary act and deed and the free and voluntary act and deed of MT. VERNON PLASTICS CORP.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the 24th day of Jan, 1991.

Carolyn S. Hinton
Notary Public, State at Large, Kentucky

My commission expires: 8 / 24 / 93

THIS CONTRACT made and entered into this the 5th day of August, 1988, by and between, HUNTS NATURAL RESOURCES, INC., party of the first part, of Mt. Vernon, Rockcastle County, Kentucky 40456, and ^{CENTAS SALES CORP. DBA} ROCKCASTLE MANUFACTURING, Rockcastle Industrial Park, Mt. Vernon, Rockcastle County, Kentucky 40456, party of the second part.

WITNESSETH: That WHEREAS, the first party hereto is in the business of producing natural gas for commercial consumption and WHEREAS, the first party has natural gas available for sale and WHEREAS, the second party hereto is desirous of obtaining natural gas for the operation of its factory, NOW THEREFORE BE IT UNDERSTOOD AND AGREED TO by and between the parties hereto that first party hereby agrees to sell natural gas to second party under the following terms and conditions:

1. First party is to provide natural gas to second party and second party is to pay \$3.25 per 1,000 cubic feet for the natural gas provided.

2. This Contract is to be in force and effect for a period of three (3) years at the above stated price with an option for second party to renew the Contract if it so desires.

3. First party is to provide a conduit for said gas from the wellhead to the scrubber and from the scrubber to the end user and the end user will then lease from the discharge sight to second parties for a period of three (3) years for the sum of \$1.00. The second party is to then lease back to first party for maintenance for a period of three (3) years for the sum of \$1.00.

4. Any insurance that may be desired by either party hereto is to be the responsibility of that party and the other party shall not be responsible for maintaining insurance except for its own benefit.

5. The first party hereto will pay all real property taxes due to Rockcastle County, Kentucky but it is expressly understood that any other taxes and/or assessments are to be the responsibility of the second party.

6. In the event additional users are connected to this system, same is to be done only with the express written permission of the first party.

7. This Contract shall be binding upon the parties hereto and their successors in interest. Assignment of this Contract shall be prohibited except upon the express written permission of the first party.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

III 3 1 1989
PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: James A. Hill
PUBLIC SERVICE COMMISSION MANAGER

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party.

IN TESTIMONY WHEREOF, witness the hands of the parties hereto this the day and year first above written.

Stanley D. Hunt
HUNTS NATURAL RESOURCES, INC., by and through
its President, STANLEY HUNT

ATTEST: SECRETARY, HUNTS NATURAL RESOURCES, INC.

CINTAS SALES CORP. DBA [Signature] President
ROCKCASTLE MANUFACTURING

ATTEST: SECRETARY, ROCKCASTLE MANUFACTURING

STATE OF KENTUCKY
COUNTY OF ROCKCASTLE

Personally appeared before me a Notary Public in and for the State and County aforesaid, STANLEY HUNT, President, HUNTS NATURAL RESOURCES, INC., who signed and acknowledged before me the foregoing CONTRACT to ROCKCASTLE MANUFACTURING to be of his own free and voluntary act and deed and the free and voluntary act and deed of HUNTS NATURAL RESOURCES, INC.

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IN TESTIMONY WHEREOF, witness my hand and seal of office, this the 24th day of August, 1988.

[Signature]
Notary Public, State at Large, Kentucky

My commission expires: 4-1-1989

STATE OF KENTUCKY
COUNTY OF ROCKCASTLE

Personally appeared before me a Notary Public in and for the State and County aforesaid, _____, who signed and acknowledged before me the foregoing CONTRACT to be of his own free and voluntary act and deed and the free and voluntary act and deed of ROCKCASTLE MANUFACTURING.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the _____ day of _____, 1988.

Notary Public, State at Large, Kentucky

My commission expires: _____ / _____ / _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

III 31 1989

THIS INSTRUMENT WAS PREPARED BY:

[Signature]
WILLIAM D. GREGORY
Attorney at Law
P. O. Drawer 220
Mt. Vernon, Kentucky 40456

PURSUANT TO KY REV. STAT. 11. SECTION 9 (1)
BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

HUNTS NATURAL RESOURCES INC.

CONTRACT (LEASE)

CINTAS SALES CORP. DBA
ROCKCASTLE MANUFACTURING

RECORDED; AUGUST 24, 1988

LEASE BOOK; 23

PAGE: 134-136

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4/27/2004

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

III 31 1989

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER

*Contract (Lease)
Cintas Sales Corp. DBA
Rockcastle Manufacturing
8/29/88
[Signature]*

RECEIVED AND FILED
FEB 23 1989

DATE _____
TIME 9:35 am
AMOUNT \$50.00
BREMER EHRLER
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY TS

ARTICLES OF INCORPORATION
OF
ROCKCASTLE RESOURCES, INC.

The undersigned, as incorporator of Rockcastle Resources, Inc., hereby submits the following Articles of Incorporation in conformity with Chapter 271B of the Kentucky Revised Statutes:

1. The name of the Corporation shall be Rockcastle Resources, Inc.

2. The duration of the Corporation shall be perpetual.

3. Rockcastle Resources, Inc. is organized for all lawful purposes pursuant to the laws of the Commonwealth of Kentucky and shall have the power, not by way of limitation, to own, sell, and convey both personal and real property.

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4/27/2004

4. The name of the initial registered agent for the Corporation shall be James H. Baker, whose address is 682 Teton Trail, Frankfort, Kentucky 40601. The street address and mailing address of the Corporation's initial registered office shall also be 682 Teton Trail, Frankfort, Kentucky and principal office 40601.

5. Rockcastle Resources, Inc. shall be authorized to issue 1,000 shares of common stock, no par value.

6. The name and mailing address of the incorporator is James H. Baker, 682 Teton Trail, Frankfort, Kentucky 40601.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7-1-1989
SECTION 9.11
BY: James H. Baker
PUBLIC SERVICE COMMISSION MANAGER

7. The names and mailing addresses of the individuals who shall serve as the initial Board of Directors are:

(a) James H. Baker, 682 Teton Trail, Frankfort, Kentucky 40601.

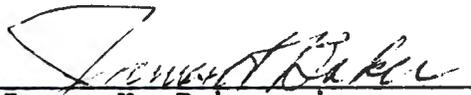
(b) Hershel Watson, 682 Teton Trail, Frankfort, Kentucky 40601.

8. Personal liability of the Directors of Rockcastle Resources, Inc. to the Corporation or its Shareholders for monetary damages for breach of duties as Directors is eliminated, subject to the exceptions set forth in KRS 271B.2-020(d).

9. Rockcastle Resources, Inc. elects to have preemptive rights pursuant to the provisions of KRS 271B.6-300.

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4/27/2004

IN TESTIMONY WHEREOF, witness the signature of the incorporator of Rockcastle Resources, Inc., on this 16th day of February, 1989.


James H. Baker, incorporator

STATE OF KENTUCKY
COUNTY OF FRANKLIN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Personally appeared before me 31 1989 James H. Baker, as incorporator of Rockcastle Resources, Inc., who signed and

PURSUANT TO 807 KAR 5:011,
SECTION 9.01,
BY: 
PUBLIC SERVICE COMMISSION MANAGER

acknowledged the foregoing Articles of Incorporation to be his own free act and deed for and on behalf of said Corporation, on the day and year first above written.

Paul C. Gaines III

Notary Public, Ky., State at Large

MY COMMISSION EXPIRES: 2/11/96

THIS INSTRUMENT PREPARED BY:

Paul C. Gaines III

Paul C. Gaines III
LOGAN & GAINES
100 East Main Street
Frankfort, KY 40601
(502) 875-3884

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412712004

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 31 1989

PURSUANT TO KRS 5:011,
SECTION 9(1)

BY: *Shirley A. Lee*
PUBLIC SERVICE COMMISSION MANAGER