

ADOPTION NOTICE

The undersigned Major Gathering Company: Shawnee Joint Venture  
(Name of Utility) System

of Lawrence, Pa. hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing Natural Gas  
(Nature of Service) service at Pendleton County in the Commonwealth of Kentucky, filed with the Public Service Commission of Kentucky by \_\_\_\_\_ Shawnee Pipeline Company of Pendleton County, Ky. and in effect (Name of Predecessor) on the 12<sup>th</sup> day of November, 1990, the date on which the public service business of the said Shawnee Pipeline Company (Name of Predecessor) was taken over by it.

This notice is issued on the 12<sup>th</sup> day of November, 1990, in conformity with 807 KAR 5:011, Section 11 of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

By, Frank F. Ross  
Frank F. Ross - President

Authorized by K.P.S.C. Order No. 90-241

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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NOV 12 1990

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

BY: Sharon Delle  
PUBLIC SERVICE COMMISSION MANAGER

CANCELLED

MAY 2000

Form for filing Rate Schedules

For Entire Service Area  
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 1

CANCELLING P.S.C. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Major Gathering Company:  
Shawnee Joint Venture  
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

RATE  
PER UNIT

All service will be provided by Special  
Contract, which will be filed pursuant to PSC  
regulations.

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BY: Shawnee  
PUBLIC SERVICE COMMISSION MANAGER

CANCELLED

MAY 2000

DATE OF ISSUE November 12, 1990

DATE EFFECTIVE November 12, 1990

ISSUED BY Frank F. Cox

TITLE President

Name of Officer

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 90-241 dated November 12, 1990.

For Entire Service Area  
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 2

CANCELLING P.S.C. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Major Gathering Company:  
Shawnee Joint Venture  
Name of Issuing Corporation

RULES AND REGULATIONS

All service will be provided by Special Contract, which will be filed pursuant to PSC regulations. The terms and conditions of service shall be governed by the contract for each customer.

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Y: Shawnee Joint Venture  
PUBLIC SERVICE COMMISSION MANAGER

MAY 2000

DATE OF ISSUE November 12, 1990 DATE EFFECTIVE November 12, 1990

ISSUED BY Frank F. Ross P. O. Box 500, Lawrence, PA 15051  
Name of Officer Title Address  
Frank F. Ross - President

RECEIVED

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PUBLIC SERVICE  
COMMISSION

GAS SERVICE AGREEMENT

MADE this 10<sup>TH</sup> day of ~~November~~ DECEMBER, 1990, by and between MAJOR GATHERING COMPANY, a Pennsylvania corporation with its principal office at P. O. Box 500, Lawrence, PA 15055 ("Seller")

A

N

D

DRAVO LIME CORPORATION, a Delaware corporation with its principal office at Route 1, Box 137, Butler, KY 41006 ("Buyer").

WHEREAS, Seller is a pipeline company subject to the regulation of the Kentucky Public Service Commission engaged in the retail provision of natural gas sales and transportation services; and

WHEREAS, Buyer is the owner of an industrial facility more fully described below and desires to secure such natural gas sales and transportation services from Seller.

NOW THEREFORE, in and for the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

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BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

1. Services Provided. Seller shall procure quantities of gas and shall sell and transport such quantities of gas to Buyer's industrial facility at Carntown, Pendleton County, Kentucky ("Buyer's Plant"). Buyer shall purchase all natural gas supplies required at Buyer's Plant from Seller.

2. Point of Delivery. All natural gas sold by Seller to Buyer hereunder shall be transferred at the measuring station located within the structure of Shawnee (the "Columbia meter") owned and operated by Columbia Gas Transmission Corporation ("Columbia") ("Point of Delivery").

3. Passage of Title, Indemnification. Title to all gas sold by Seller to Buyer hereunder shall transfer to Buyer at the Columbia meter. Seller will indemnify, save and hold Buyer, and its directors, officers, employees and agents, free and harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of all persons to the gas delivered by Seller hereunder or to royalties, overriding royalties, or other payments with respect thereto, or to taxes, licenses, fees or charges on the gas or sale thereof which are applicable before the title to the gas passes to Buyer at the Columbia meter; provided, however,

that Buyer shall remain liable to Seller for all charges related to gas transportation as more fully provided for at paragraphs 5 and 6 of this Agreement.

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BY: George H. Miller  
PUBLIC SERVICE COMMISSION MANAGER

4. Quantities.

4.A. Base Quantities. Buyer agrees to purchase from Seller, such quantities of gas as Buyer is currently consuming for heat and processing requirements for which Buyer is not consuming coal, electricity, steam or energy sources other than natural gas. All such volumes of gas are hereafter referred to as "Base Quantities".

4.B. Minimum Base Quantity. Buyer agrees to purchase from Seller, a minimum quantity of 40,000 Mcf per year during each of the first three (3) years of this Agreement ("Minimum Base Quantity"). Buyer shall not be obligated to purchase minimum volumes of gas during the remaining initial term or any renewal term of this Agreement.

4.C. Incremental Quantity. All volumes of gas which Seller may deliver to Buyer for energy purposes for which Buyer is currently consuming coal, electricity, steam or energy sources other than natural gas are hereafter referred to as "Incremental Quantities". Throughout the term of this Agreement, Seller and Buyer shall undertake good faith efforts to arrive at mutually agreeable terms upon which Seller shall provide to Buyer Incremental Quantities of gas. Such efforts by Seller shall include but shall not be limited to securing discounted transportation rates for gas to be sold by Seller from transporting pipelines as well as discounting Seller's rates for such gas. Seller shall be under no obligation to

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other than as required by law, to sell Incremental Quantities to Buyer. Buyer shall be under no obligation to purchase from Seller any minimum Incremental Quantities of gas.

5. Agency Appointment. The parties agree that Seller may act as Buyer's agent for the purpose of arranging for the benefit of Buyer, with third party transporters for the transportation to Seller's pipeline system of the gas acquired by Seller for delivery to Buyer pursuant to the terms of this Agreement. Such arrangement shall be deemed to include the administration of such transportation arrangements and the payment of charges therefor. Buyer shall indemnify and hold harmless Seller from and against all charges, taxes, penalties, surcharges, charges for shrinkage, fuel and compression, pass through of take-or-pay charges and any other charges or assessments of any nature whatsoever connected with the transportation of gas to be sold to Buyer hereunder. Seller shall pass through to Buyer all such third party transportation charges with no margin of any kind whatsoever being added thereto by Seller.

6. Transportation Arrangements. Seller shall cause to have transported on the pipeline system of Columbia and/or any other upstream transporting pipelines, gas by Seller to Buyer, in such volumes as will be adequate, in light of actual events and circumstances affecting such gas, including, without limitation, lost

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for gas and fuel and compression allowances, to enable Seller to deliver to Buyer Base Quantities of 4,000 Mcf per month. Buyer may, in its discretion, modify the Base Quantity volumes of gas delivered hereunder; provided, however, that notwithstanding any such modification, Buyer shall remain obligated to purchase from Seller the Minimum Base Quantity, or to pay in lieu thereof the charges more fully set forth at paragraph 8 below.

7. Price.

7.A. Purchases of Gas Transported Under Firm Transportation Arrangements. The total delivered price for the portion of the Minimum Base Quantity of gas which Buyer elects to have transported on the Columbia system under firm transportation arrangements shall be comprised of the following:

(a) The gas price, for gas actually delivered to Buyer hereunder, as defined in the publication entitled Natural Gas Intelligence Gas Price Index, published by Intelligence Press Incorporated, as "Spot Gas Prices, Appalachia, Columbia Gas, Avg.," as set forth in the first publication thereof each calendar month; and

(b) Columbia Rate Schedule FTS Reservation Charge, Demand, Maximum; and

(c) Columbia Rate Schedule FTS Reservation Charge, Commodity, Maximum; and

(d) Columbia Rate Schedules FTS and ITS Retainage Percentage for fuel requirements; and

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(e) The price determined pursuant to paragraph 7.A.(a), for additional volumes of gas which Seller has purchased, in excess of the quantities actually delivered to Buyer, to allow for, without limitation, lost and unaccounted for gas, fuel and compression allowances, and any other similar or related charges and/or costs incurred in order to deliver the volumes of gas actually received by Buyer; and

(f) Seller's transportation charge of \$1.20 per Mcf during the first year of this Agreement, \$1.10 per Mcf during the second year of this Agreement, and \$1.00 per Mcf during the third year of this Agreement.

7.B. Purchases of Gas Transported Under Interruptible Transportation Agreements. The total delivered price for the portion of the Minimum Base Quantity of gas sold to Buyer which Buyer elects to have transported on the Columbia system under interruptible transportation arrangements shall be comprised of the following:

(a) The gas price as defined in the publication entitled Natural Gas Intelligence Gas Price Index, published by Intelligence Press Incorporated, as "Spot Gas Prices, Appalachia, Columbia Gas, Avg.", as set forth in the first publication thereof each calendar month; and

(b) Columbia Rate Schedule ITS, Maximum Retainage Percentage for fuel requirements; and

(c) Columbia Rate Schedules FTS and ITS Retainage Percentage for fuel requirements; and

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BY: Cheryl Helle  
PUBLIC SERVICE COMMISSION MANAGER

(d) The price determined pursuant to paragraph 7.A.(a), for additional volumes of gas which Seller has purchased, in excess of the quantities actually delivered to Buyer, to allow for, without limitation, lost and unaccounted for gas, fuel and compression allowances, and any other similar or related charges and/or costs incurred in order to deliver the volumes of gas actually received by Buyer; and

(e) Seller's transportation charge of \$1.20 per Mcf during the first year of this Agreement, \$1.10 per Mcf during the second year of this Agreement, and \$1.00 per Mcf during the third year of this Agreement.

7.C. Purchases in Excess of the Minimum Base Quantity. The total delivered price for all gas sold to Buyer in excess of the annual Minimum Base Quantity during each of the first three years of this Agreement shall be comprised of the following:

(a) The gas price as defined in the publication entitled Natural Gas Intelligence Gas Price Index, published by Intelligence Press Incorporated, as "Spot Gas Prices, Appalachia, Columbia Gas, Avg.," as set forth in the first publication thereof each calendar month; and

(b) Columbia Rate Schedule FTS charges or ITS charges, as the case may be, applicable to the transportation arrangement which Buyer has elected, and

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BY: *Shane Miller*  
PUBLIC SERVICE COMMISSION MANAGER

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(c) Columbia Rate Schedule FTS and ITS Retainage Percentage for fuel requirements; and

(d) The price determined pursuant to paragraph 7.A.(a), for additional volumes of gas which Seller has purchased, in excess of the quantities actually delivered to Buyer, to allow for, without limitation, lost and unaccounted for gas, fuel and compression allowances, and any other similar or related charges and/or costs incurred in order to deliver the volumes of gas actually received by Buyer; and

(e) Seller's transportation charge of \$.50 per Mcf.

7.D. Purchases During the Fourth and Fifth Years of this Agreement. The total delivered price for any gas sold to Buyer following the end of the third year of this Agreement shall be comprised of the components set forth at paragraphs 7.C.(a) through 7.C.(e) above.

7.E. Charges of Other Pipeline Companies. The total delivered price for gas sold to Buyer hereunder shall include, in addition to the components of price set forth above in this paragraph 7, any and all charges of pipeline companies, if any, other than Columbia and Seller.

8. Minimum Base Quantity Payments.

8.A. Payments. Buyer agrees that it shall purchase from Seller a minimum of 40,000 mcf per year during each of the first three years of this Agreement and an aggregate of 120,000 Mcf on or before the expiration of

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the third year of this Agreement. Such quantities are hereinabove defined as the Minimum Base Quantity. In the event that Buyer does not purchase from Seller the Minimum Base Quantity during any of the first three years of this Agreement, Buyer shall nevertheless pay to Seller an amount equivalent of \$1.00 times the difference between the annual Minimum Base Quantity and such lesser actual quantity of gas which Buyer has purchased from Seller during such year. Such lesser actual quantity is hereafter referred to as the "Deficit Consumption Volume"; such payment is hereafter referred to as a "Deficit Consumption Payment". Deficit Consumption Payments, if any, shall be due to Seller within 15 days after Seller has submitted its invoice to Buyer containing a calculation of such amount due following the close of the contract year.

8.B. Credits. In the event that Buyer has paid to Seller a Deficit Consumption Payment following the conclusion of either of the first three years hereof, Buyer shall be entitled to recoup all or a portion of such payment during the next ensuing contract year, on the following bases:

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BY: *Cherry Staller*  
PUBLIC SERVICE COMMISSION MANAGER

(a) Second Contract Year. Seller's transportation charge for the initial volumes of gas purchased by Buyer during the second contract year shall be \$.20/Mcf until such time as the first year's Deficit Consumption Volume has been purchased by Buyer.

Seller's transportation charge for volumes of gas purchased by Buyer during the second contract year in excess of the first year's Deficit Consumption Volume shall be \$1.10/Mcf.

Seller's transportation charge for volumes of gas, if any, purchased by Buyer during the second contract year in excess of both the first year's Deficit Consumption Volume and the second year's Minimum Base Quantity shall be \$.50/Mcf.

(b) Third Contract Year. Seller's transportation charge for the initial volumes of gas purchased by Buyer during the third contract year shall be \$.10/Mcf until such time as the second year's Deficit Consumption Volume has been purchased by Buyer.

Seller's transportation charge for volumes of gas purchased by Buyer during the third contract year in excess of the second year's Deficit Consumption Volume shall be \$1.00/Mcf.

Seller's transportation charge for volumes of gas, if any, purchased by Buyer during the third contract year in excess of both the second year's Deficit Consumption Volume and the second year's Minimum Base

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BY: [Signature]  
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Quantity, shall be \$.50/Mcf.

(c) Fourth Contract Year. Seller's transportation charge for the initial volumes of gas purchased by Buyer during the fourth contract year shall be \$.00/Mcf until such time as the third year's Deficit Consumption Volume has been purchased by Buyer.

Seller's transportation charge for volumes of gas purchased by Buyer during the fourth contract year in excess of the third year's Deficit Consumption Volume shall be \$.50/Mcf.

9. Taxes. Buyer shall reimburse Seller the amount of all taxes pursuant to laws, regulations, rules, orders or other applicable authority currently in force or which may be imposed in the future, whether federal, state or local, upon the sale and transportation of natural gas to Buyer hereunder. The amount of all taxes shall be shown as a separate item on each invoice submitted by Seller.

10. Quality. The natural gas sold hereunder shall be delivered by Seller to Buyer at the Columbia meter containing the same quality specifications and heat content as is contained in such gas when it is received by Seller at the inter-connection of Columbia's pipeline facilities with Seller's pipeline facilities.

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11. Billing and Payment. Seller shall submit to Buyer monthly a single invoice reflecting the total delivered price of gas sold hereunder. Buyer shall remit to Seller the total amount due within 25 days of Buyer's receipt of each such invoice. Amounts due and not paid within said time period shall bear interest at the rate of 1-1/2% per month.

12. Term.

12.A. Commencement; Conditions Precedent. The commencement of the rights and obligations of Seller and Buyer hereunder shall become effective only upon the satisfactory conclusion of both (1) the approval of the transfer of the stock or assets of Shawnee Pipeline Company to Major Gathering Company by the Kentucky Public Service Commission, as well as the securing of any other required regulatory approvals, and (2) the closing of said transaction. The term of this Agreement shall commence on the first day of the month following the conclusion of both said events.

12.B. Term and Termination. This Agreement shall remain in full force and effect for an initial term of five years from and after its commencement date. On or before the conclusion of the fourth year of this Agreement, Seller and Buyer shall make good faith efforts to arrive at mutually agreeable terms for the extension of this Agreement. Either Seller or Buyer may terminate this Agreement, subject to applicable laws, SECTION 9 (1).

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by providing six months written notice thereof prior to the expiration of the initial five year term or any renewal term hereof.

13. Notices. Notices hereunder shall be given by first class mail, postage prepaid, if to Seller to:

Major Gathering Company

P. O. Box 500

Lawrence, PA 15055

and if to Buyer to:

Dravo Lime Company

Black River Division

Route 1, Box 137

Butler, KY 41006

14. Governmental Regulation. This Agreement shall be subject to all valid rules, regulations and orders of any duly constituted regulatory bodies having jurisdiction and to all applicable federal, state and local laws, ordinances, rules, regulations and orders.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Right-of-Way Agreement. Buyer agrees to grant to Seller a right-of-way and easement agreement upon the real property of Buyer within which Seller may install, operate, maintain, repair, replace and remove its facilities for the delivery of natural gas.

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BY: *George Haller*  
PUBLIC SERVICE COMMISSION MANAGER

17. Assignment of Economic Interest. Any party may, at any time, assign all or any part of its economic interest in the Gas Service Agreement to another party; provided that any such assignee shall receive and hold said interest subject to (i) the terms of the Gas Service Agreement, and (ii) the rights and obligations hereunder of the Gas Service Agreement from whom such interest was assigned. Nature of such assignment shall be given to the other party.

18. Force Majeure. Failure of or delay in compliance with the terms and conditions of this Agreement by either party shall be excused if said failure or delay is occasioned by or in consequence of any acts of God, strikes, lockouts, fires, storms, floods, washouts, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming the delay and which by the exercise of due diligence such party is unable to prevent or overcome. No failure to prevent or settle any strike or strikes shall be considered to be a matter within the control of the party claiming suspension.

WITNESS WHEREOF, the <sup>PUBLIC SERVICE COMMISSION</sup> ~~parties~~ <sup>OF KENTUCKY</sup> have set their hands and seals hereto the day and <sup>EFFECTIVE</sup> year first above written.

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BY: [Signature]  
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CANCELLED

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ATTEST:

Margie M. Berton

Title

SELLER:

MAJOR GATHERING COMPANY

By: Frank F. Losh

Title President

ATTEST:

Richard E. Keddinger  
Title Assistant Secretary

BUYER:

DRAVO LIME COMPANY

By: Carl A. Yellum  
Title President

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BY: Sharon Walker  
PUBLIC SERVICE COMMISSION MANAGER

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JOINT VENTURE AGREEMENT

PUBLIC SERVICE  
COMMISSION

THIS JOINT VENTURE AGREEMENT is entered into this 12<sup>TH</sup> day of November, 1990, by and among MAJOR GATHERING COMPANY, a Pennsylvania corporation (hereafter "Major"), Daset Mining Corporation and Associated Companies Employee Profit Sharing Plan A, Daset Mining Corporation and Associated Companies Employee Profit Sharing Plan B, CFC-Shawnee, Inc., a Texas corporation, John H. Odinga, an individual doing business as Gas Facilitators, Frank F. Ross, an individual, Rush Petroleum, Inc., a Michigan corporation, Frank J. Ross, an individual, and William E. Patterson, an individual. The parties hereto are sometimes referred to individually as "Venturer" and collectively as "Venturers".

WHEREAS, Major is a party to an Option and Sale Agreement dated March 27, 1990 with Shawnee Pipeline Company ("Shawnee"), pursuant to which Major enjoys the exclusive option to acquire the pipeline facilities, contract rights and certificate rights of Shawnee located in or around the City of Carntown, Pendleton County, Kentucky; and

WHEREAS, the parties hereto desire to form a joint venture for the purpose of acquiring, owning and operating said pipeline facilities and related

WHEREAS, the parties desire to set forth their respective rights, duties and obligations

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and

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conditions set forth herein, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I  
FORMATION

1.1 Formation of the Joint Venture, Name. The Venturers hereby associate themselves into and form a joint venture partnership under the general partnership laws of the Commonwealth of Pennsylvania to be known as "Shawnee Joint Venture".

1.2 Place of Business. The principal place of business for the Joint Venture shall be an office address of 2894 Old Washington Road, Bridgeville, Pennsylvania 15017 with a mailing address of P.O. Box 500, Lawrence, Pennsylvania 15055-0500. The Joint Venture may also have places of business at such locations as the Venturers may from time to time agree upon.

1.3 Definitions.

1.3.a. "Joint Venture" means the Shawnee Joint Venture formed pursuant to this Agreement.

1.3.b. "Acquisition Cost" means the sum of all costs incurred in the acquisition and assumption of operations and management of the pipeline facilities, contracts and certificate and charter rights of Shawnee, including but not limited to costs of right-of-way acquisition, legal and accounting fees, securing regulatory approvals and contractual consents and assignment and all related out-of-pocket costs

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BY: *[Signature]*

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and expenses but not including any allocation of overhead. The Venturers shall undertake their best efforts to limit the Acquisition Cost to Eighty Thousand Dollars (\$80,000.00)

1.4 Proposed Activities

1.4.a. The joint Venture shall acquire, by assignment, the pipeline facilities, contracts and certificate and charter rights of Shawnee.

1.4.b. The Venturers shall provide their respective capital contributions, more specifically set forth at Article III below.

1.5 Term of Joint Venture. The term of the Joint Venture shall commence upon the date of the execution hereof and shall continue until terminated as provided in Article V hereof.

ARTICLE II

MANAGEMENT OF THE JOINT VENTURE

2.1 Management of the Partnership Interest.

Except as otherwise specifically set forth herein, the management of the Joint Venture shall be vested solely in Major. Major will manage and conduct the business of the Joint Venture and devote such time and talent to such management as shall from time to time be necessary, for its welfare and success and shall manage the Joint Venture to be managed in a prudent and businesslike manner. Major shall have the full and complete power to do or to

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delegate to others to do, any and all things necessary or incident to the management and conduct of the Joint Venture's business.

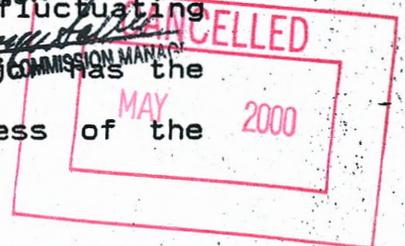
2.2 Compensation. As compensation to Major for its services to the Joint Venture for its management of the proposed activities, the Joint Venture shall pay to Major ten cents (\$.10) per thousand cubic feet (mcf) or per million Btu ("Mmbtu") (whichever is billed) of gas transported through the subject pipeline facilities, which charge shall cover salaries and wages of Major employees, employee benefits, transportation of Major personnel, Major-owned equipment and similar overhead expenses (hereafter the "Management Fee:). The Management Fee shall not include direct, third party charges and expenses reasonably incurred, including but not limited to materials, transportation and movement of materials and equipment, leased equipment, legal, accounting, survey and other professional and consulting fees and expenses and all other similar charges (hereafter collectively "Third Party Charges"). All such Third Party Charges shall be invoiced to and paid by the Joint Venture separate and apart from the Management Fee.

2.3 Permissible Activities of Venturers. The Venturers may engage in other activities for ~~NOV 18, 1999~~ either in the oil and gas business or otherwise.

2.4 Withholding of Funds. Due to the fluctuating nature of the natural gas spot market prices, the Public Service Commission has the right to escrow gas revenue for profits in excess of the

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anticipated gas costs to ensure stabilization of such costs. IN NO CASE ARE THESE ESCROW FUNDS TO BE HELD GREATER THAN 12 MONTHS.

ARTICLE III

CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

3.1 Capital Contributions. The Venturers shall make initial capital contributions upon the execution hereof as follows:

(a) Major - assignment to the Joint Venture of all of its right, title and interest in the pipeline facilities, contracts and certificate and charter rights acquired from Shawnee and the assignment to the Joint Venture of all rights-of-way necessary for the operation of the pipeline facilities. Major shall also contribute cash in the amount of Thirty Thousand Dollars (\$30,000.00) for a total cash capital contribution of Thirty-seven and one-half percent (37.5%).

(b) Daset Mining Corporation and Associated Companies Employee Profit Sharing Plan A - cash in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), for a total cash capital contribution of thirty-eight one-hundredths percent (9.38%).

(c) Daset Mining Corporation and Associated Companies Employee Profit Sharing Plan B - cash in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), for a total cash capital contribution of thirty-eight

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BY: Shawn Walker  
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one-hundredths percent (9.38%).

(d) CFC-Shawnee, Inc. - cash in the amount of Ten Thousand Dollars (\$10,000.00), for a total cash capital contribution of Twelve and one-half percent (12.50%).

(e) John H. Odinga - cash in the amount of Five Thousand Dollars (\$5,000.00) for a total cash capital contribution of Six and one-quarter percent (6.25%).

(f) Frank F. Ross - cash in the amount of Five Thousand Dollars (\$5,000.00) for a total cash capital contribution of Six and one-quarter percent (6.25%).

(g) Frank J. Ross - cash in the amount of Five Thousand Dollars (\$5,000.00) for a total cash capital contribution of Six and one-quarter percent (6.25%).

(h) Rush Petroleum, Inc. - cash in the amount of Five Thousand Dollars (\$5,000.00) for a total cash capital contribution of Six and one-quarter percent (6.25%).

(i) William E. Patterson - cash in the amount of Five Thousand Dollars (\$5,000.00) for a total cash capital contribution of Six and one-quarter percent (6.25%)

3.2 Required Additional Contributions.

3.2.a. The Venturers may be required to make mandatory pro rata additional contributions in cash to the Joint Venture in excess of their initial capital contribution and in excess of their respective interest participation from time to time, necessary for the continued proper operation and maintenance of the Joint Venture's business and facilities.

3.2.b. In the event that any venturer fails to

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timely tender any mandatory additional cash contribution, each remaining Venturer shall cover its proportionate part of the non-contributing Venturer's obligation. In such event, the amount covered by the remaining Venturers, together with interest at the prime rate announced by Pittsburgh National Bank, Pittsburgh, Pennsylvania from time to time, shall be debited to the capital account of the non-contributing Venturer. One hundred percent (100%) of the distributions due to the non-contributing Venturer shall be withheld from the non-contributing Venturer and shall instead be distributed proportionately to the remaining Venturers until two hundred percent (200%) of the entire covered principal amount, plus interest on the principal amount as aforesaid, has been distributed to the remaining Venturers.

3.3 Allocation. All items of revenue, income, gain, cost, expense, loss and credit, subject to the amounts payable to Major as compensation pursuant to paragraph 2.2, shall be allocated among the Venturers as follows:

- ( i) Major 53.1250%
- ( ii) Daset Mining Corporation  
and Associated Companies  
Employee Profit Sharing Plan A 7.0313%
- ( iii) Daset Mining Corporation  
and Associated Companies  
Employee Profit Sharing Plan B 7.0313%
- ( iv) CFC - Shawnee, Inc. 9.3750%
- ( v) John H. Odinga 4.6875%

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( vi) Frank F. Ross	4.6875%
( vii) Rush Petroleum, Inc.	4.6875%
(viii) Frank J. Ross	4.6875%
( ix) William E. Patterson	<u>4.6875%</u>
	100.0000%

The foregoing notwithstanding, prior to the return to the Joint Venture of one hundred twenty percent (120%) of Acquisition Cost, as that term is defined at paragraph 1.3.b. hereinabove, all income, after deduction of the amounts payable to Major as compensation pursuant to paragraph 2.2, shall be paid to the Venturers in the same proportion that their individual cash capital contributions bear to the total cash capital contribution of all participants.

3.4 Distribution of Cash. The "net cash flow" of the Joint Venture shall be distributed by Major at least quarterly to the Venturers in the proportions provided in Section 3.3. The "net cash flow" shall be revenues or other income or gain after (a) the payment of all expense of the Joint Venture, including without limitation legal and accounting fees and cost of communication, taxes and (b) the establishment of such reserves as Major determines to be reasonably necessary to meet the obligations of the Joint Venture or for the future operation of the Joint Venture.

3.5 Deduction and Credits. extent permitted by law, all deductions and credits allowed for federal and/or state income tax purposes shall be allocated

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to, and charged to the capital accounts of the Venturers in the same manner as the costs or expenses giving rise to such deductions are allocated and charged.

3.6 Allowance for Contributions. The Venturers' cash requirements are due July 2, 1990 and shall be contributed by the first of the month following approval by the Kentucky Public Service Commission of the acquisition of Shawnee by the Joint Venture. Any payment before this approval date will earn interest at Pittsburgh National Bank's Business Liquid Deposit rate and be credited to the joint venture at the time of formation.

3.7 Legal Fees. In the event that total legal fees incurred in connection with the acquisition of Shawnee exceed \$14,000, the Venturers shall reimburse Major for all such excess fees out of revenues generated after commencement of operations by the Joint Venture.

ARTICLE IV

ACCOUNTING

4.1 Method of Accounting. The Joint Venture shall keep its accounting records and shall report to the Venturers for income tax purposes on the cash basis unless the accrual method of accounting is required under applicable federal income tax accounting rules.

4.2 Fiscal Year. The Joint Venture shall adopt the calendar year for financial and income tax purposes.

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*Shawn Fuller*  
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4.3 Records. Major shall keep, or cause to be kept, full, accurate, complete and proper books and accounts of all operations of the Joint Venture in accordance with this Agreement and where not inconsistent with this Agreement, with generally accepted accounting principles.

4.4 Financial Reports. As soon as practicable after the close of each calendar year, but in no event later than ninety (90) days thereafter, Major shall cause to be delivered to each of the Venturers, a financial report for such year. The report shall include a balance sheet, an income statement, a statement showing all distributions of cash and allocations of revenues from operations, other income, gain, expenses, loss, deductions and credits and Schedule K-1's if deemed necessary by the Venturers. On at least a quarterly basis, Major will also cause to be delivered to each of the Venturers unaudited operations reports disclosing the receipt and reimbursement of such revenues, other income or gain, and other information pertaining to the progress of the operations of the Joint Venture.

4.5 Capital Accounts. A separate capital account shall be maintained for each Venturer. Each Venturer's capital account shall be credited with (i) its capital contributions and (ii) its share of all revenues from operations and other income and gain of the Joint Venture. Each Venturer's capital account shall be debited with (i) its share of costs, expenses, deductions and losses of the Joint Venture and (ii) the amount of any distributions made to it.

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BY *Chas. H. Hester*  
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ARTICLE V

DURATION AND DISSOLUTION

5.1 Duration and Dissolution. The Joint Venture shall dissolve upon the happening of any of the following events:

(a) the dissolution of the Joint Venture by mutual agreement of the Venturers; or

(b) the occurrence of any event which makes it unlawful for the Joint Venture to continue business; or

(c) the insolvency or bankruptcy (voluntary or involuntary) of Major, or the occurrence of any other event which would permit a trustee or receiver to acquire control of Major's affairs, unless the Venturers agree for the Joint Venture to nevertheless continue business; or

(d) December 31, 2015, unless the Venturers agree to extend the term of the Joint Venture beyond said date.

5.2 Liquidation.

5.2.a. Generally. Except as otherwise provided herein, upon the dissolution of the Joint Venture, no further business shall be conducted, except such actions as shall be necessary for the winding up of the affairs of the Joint Venture and distribution of its assets to the Venturers pursuant to the provisions of this section. Major shall act as liquidating trustee or may appoint in writing one or more liquidating trustees who shall have full Authority to wind up

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BY: *Sharon Dallee*  
PUBLIC SERVICE COMMISSION MANAGER

the affairs of the Joint Venture and to make final distributions as provided herein.

5.2.b. The liquidating trustee shall, upon dissolution, take the following steps:

(i) Determine which Joint Venture assets shall be distributed in kind and to whom distributed and dispose of all other Joint Venture assets at the best cash price obtainable therefor;

(ii) Pay all Joint Venture debts and liabilities, in order of priority as provided by law, if any, otherwise make adequate provisions therefor;

(III) Determine by independent appraisal the fair market value of the assets of the Joint Venture to be distributed in kind, and credit or debit the account of each Venturer the amount of gain or loss that would have been credited or charged to such party if such assets had been sold at the fair market value;

(iv) Credit or debit, as the case may be, each Venturer's capital account with its share of revenue, income, gain, cost, expense and loss (determined in the manner set forth in Article III) realized or incurred during the fiscal year in which the dissolution and termination occur up through and including, the date of distribution net of all distributions made to such Venturer during such fiscal year up to but not including such date; and

(v) Distribute to the Venturers based on the positive balances in their capital accounts, the balance,

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if any of the assets of the Joint Venture in proportion to their capital accounts. Such distribution may be made in cash or in kind, and the proportion of such distribution that is received in cash may vary from Venturer to Venturer, as the liquidating trustees may decide.

Notwithstanding the foregoing, if any Venturer shall be indebted to the Joint Venture, then until payment of such amount by it, the liquidating trustees shall hold such Venturer's distributive share of the Venturer's property and apply the revenue therefrom to the liquidation of such indebtedness and the cost of operation of Joint Venture property or assets during the period of liquidation. Further, if, after all liquidating distributions have been made, any Venturer has a deficit balance in his or its capital account, that Venturer shall be required to contribute within thirty (30) days of the final liquidating distribution an amount of cash equal to such deficit balance which shall then be distributed in such a fashion that the Venturers' capital accounts reflect the allocation percentages stated in Section 3.3.

5.2.c. Return of Capital Contribution. A Venturer shall look solely to the assets of the Joint Venture for the return of its capital contribution, and if the Joint Venture's assets remaining after the payment or discharge of its debts and liabilities of the Joint Venture are insufficient to return its capital contribution, it shall have no recourse against Major or any other Venturers for that amount.

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ARTICLE VI

TRANSFER AND OPTION TO PURCHASE

6.1 Restriction on Transfer. Except as hereinafter provided in this Article, no Venturer may give, assign, sell, transfer, pledge or otherwise encumber its joint venture interest.

6.2 Assignment of Economic Interest. Any Venturer may, at any time, assign all or any part of its economic interest in the Joint Venture to another party; provided that any such assignee shall receive and hold said interest subject to (i) the terms of this Agreement, and (ii) the rights and obligations hereunder of the Venturer from whom such interest was assigned, as though such interest was still held by such Venturer. Such assignee shall not be treated as a new or substitute Venturer, and its sole right shall be to receive the economic benefits applicable to the Joint Venture interest assigned to it.

6.3 Transfer of Joint Venture Interest. In the event that any Venturer wishes to transfer all of any part of its interest in the Joint Venture such Venturer shall first offer such interest to the Joint Venture. The offer shall be at such price as shall be set forth in a legally enforceable written offer, acceptable to the selling Venturer, from a third party, a copy of which will be submitted to the Joint Venture. The Joint Venture shall have (20) days from receipt of such offer within which to elect to purchase

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such interest. If the Joint Venture fails to accept the offer in full, the selling Venturer's interest will be offered to the remaining Venturers at the same price the interest was offered to the Joint Venture. The remaining Venturers shall have sixty (60) days from receipt of their offer within which to elect to purchase such interest. If two or more of the remaining Venturers wish to purchase such interest, then such interest shall be divided among them pro rata, in proportion to their respective Joint Venture interests as set forth in Section 3.3 without regard to whether 120% of the Acquisition Cost has been returned to the Joint Venture herein, unless they agree otherwise. If the selling Venturer's interest is not sold to either the Joint Venture or the remaining Venturers, then the third party transferee of the interest shall agree to be bound by all the terms of this Agreement and shall become a new or substitute Venturer hereunder as to his proportionate share of the total interests in the Joint Venture. Nevertheless, at the request of the Joint Venture, the original Venturer and all transferees thereof will appoint one Venturer from among them to act as their agent for the purpose of receiving reports and distributions, voting their aggregate Joint Venture interests, attending meetings, and otherwise dealing with all matters relating to the Joint Venture.

6.4 Assignment to Related Entity.

at any time, assign its interest in the Joint Venture to its parent corporation, a subsidiary corporation, in which it hold

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a controlling (50.1% or greater) interest, or a corporation under common control with such Venturer. Any such transferee, however, shall agree to be bound by all the terms of this Agreement and shall become a new or substitute Venturer hereunder.

ARTICLE VII

MISCELLANEOUS

7.1 Entire Agreement. This Agreement and any documents annexed hereto constitute the entire agreement between the parties relating to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by each of the parties.

7.2 Successors in Interest. Each and all of the covenants, agreements, terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

7.3 Execution in Counterparts. This Agreement may be executed in one or more counterparts, but in such event each counterpart shall constitute an original and all of such counterparts shall constitute one and the same agreement.

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SECTION 9 (1)

BY: *Sharon Deller*  
PUBLIC SERVICE COMMISSION MANAGER

CANCELLED  
MAY 2000

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

MAJOR GATHERING COMPANY

*Philine M. Denton*

By: *Frank E. Cox*

President

ATTEST:

DASET MINING CORPORATION

AND ASSOCIATED COMPANIES

EMPLOYEE PROFIT SHARING PLAN A

*James M. Carter*  
*Carter*

By: *Carter*

President

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**MAY 2000**  
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SECTION 9 (1)  
BY: *Sharon Deller*  
PUBLIC SERVICE COMMISSION MANAGER

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

MAJOR GATHERING COMPANY

Marlene M. Burton

By: Frank J. Cox  
President

ATTEST:

DASET MINING CORPORATION  
AND ASSOCIATED COMPANIES  
EMPLOYEE PROFIT SHARING PLAN B

David M. Tarter  
Tarter

By: David M. Tarter  
President

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SECTION 9 (1)

BY: Shirley L. Lee  
PUBLIC SERVICE COMMISSION MANAGER



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

MAJOR GATHERING COMPANY

Maxine M. Burton

By: Frank F. Love  
President

ATTEST:

CFC - SHAWNEE, INC.

Glenda J. Gibbs

By: Janey [Signature]  
President

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BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

CANCELLED  
MAY 2000

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

MAJOR GATHERING COMPANY

Mervine M. Burton By: Frank F. Cox  
President

ATTEST:

JOHN H. ODINGA

John H. Odiga By: John H. Odiga

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BY: Sharon Hallett  
PUBLIC SERVICE COMMISSION MANAGER

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MAY 2000

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

MAJOR GATHERING COMPANY

Margie M. Burton

By: Frank F. Ross

President

ATTEST:

FRANK F. ROSS

Margie M. Burton

By: Frank F. Ross

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PUBLIC SERVICE COMMISSION MANAGER

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

MAJOR GATHERING COMPANY

Marlene M. Dorton

By:

Frank F. Cox

President

ATTEST:

RUSH PETROLEUM, INC.

Scott A. Rushmore

By:

Henry R. Brown

President

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BY: Sharon Walker  
-PUBLIC SERVICE COMMISSION MANAGER



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

MAJOR GATHERING COMPANY

Margie M. Denton

By:

Frank J. Ross

President

ATTEST:

FRANK J. ROSS

Margie M. Denton

By:

Frank J. Ross

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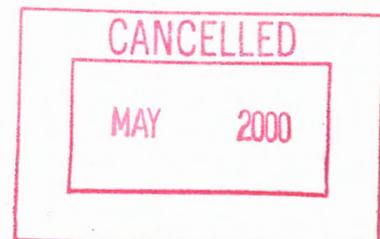
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BY:

Sharon Keller  
PUBLIC SERVICE COMMISSION MANAGER

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

MAJOR GATHERING COMPANY

Melvin M. Denton

By:

Frank F. Love

President

ATTEST:

WILLIAM E. PATTERSON

Melvin M. Denton

By:

W. E. Patterson

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BY: Clayton Sallee  
PUBLIC SERVICE COMMISSION MANAGER

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