

Edward T. Depp
502-540-2381
tip.depp@dinslaw.com

April 11, 2012

VIA HAND DELIVERY

Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Blvd
P.O. Box 615
Frankfort, KY 40602-0615

2012-00140

RECEIVED

APR 11 2012

PUBLIC SERVICE
COMMISSION

Re: Johnson County Gas Company -- Notice of Intent to File Rate Application

Dear Mr. Derouen:

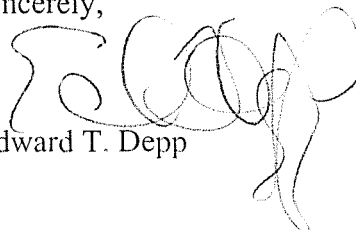
Enclosed for filing in the above-referenced case, please find one original and five (5) copies of Johnson County Gas Company's application to adjust rates and charges for natural gas service. Exhibit two (2) to the application contains confidential and proprietary information and has therefore been redacted.

A confidential, unredacted version of Exhibit 2 is also being submitted in a sealed envelope.

Please file-stamp one copy and return it to our delivery person.

Thank you, and if you have any questions, please call me.

Sincerely,



Edward T. Depp

Enclosures

cc: Mr. Bud Rife (w/ enclosures)
Office of the Kentucky Attorney General (w/enclosures)
Rate Intervention Department

SUBMIT ORIGINAL AND FIVE ADDITIONAL COPIES, UNLESS FILING ELECTRONICALLY

APPLICATION FOR RATE ADJUSTMENT
BEFORE THE PUBLIC SERVICE COMMISSION

For Small Utilities Pursuant to 807 KAR 5:076
(Alternative Rate Filing)

RECEIVED

APR 11 2012

PUBLIC SERVICE
COMMISSION

Johnson County Gas
(Name of Utility)

P.O. Box 447
(Business Mailing Address - Number and Street, or P.O. Box)

Betsy Layne, KY 41605
(Business Mailing Address - City, State, and Zip)

606-789-5481
(Telephone Number)

BASIC INFORMATION

NAME, TITLE, ADDRESS, TELEPHONE NUMBER and E-MAIL ADDRESS of the person to whom correspondence or communications concerning this application should be directed:

Edward T. Depp, Esq., Daniel J. O'Gara, Esq.
(Name)

Dinsmore & Shohl LLP, 101 S. Fifth St., Ste. 2500
(Address - Number and Street or P.O. Box)

Louisville, KY 40202
(Address - City, State, Zip)

502-540-2300
(Telephone Number)

tip.depp@dinslaw.com, daniel.ogara@dinslaw.com
(Email Address)

(For each statement below, the Applicant should check either "YES" or "NO".)

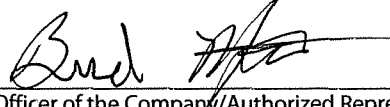
- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 1. a. In its immediate past calendar year of operation, Applicant had \$5,000,000 or less in gross annual revenue. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Applicant operates two or more divisions that provide different types of utility service. In its immediate past calendar year of operation, Applicant had \$5,000,000 or less in gross annual revenue from the division for which a rate adjustment is sought. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. a. Applicant has filed an annual report with the Public Service Commission for the past year. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Applicant has filed an annual report with the Public Service Commission for the two previous years. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Applicant's records are kept separate from other commonly-owned enterprises. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 4. a. Applicant is a corporation. A certified copy of its articles of incorporation and all amendments are attached to this application or were filed with the Public Service Commission in Case No. _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Applicant is a limited liability company. A certified copy of its articles of organization and all amendments are attached to this application or were filed with the Public Service Commission in Case No. _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Applicant is a limited partnership. A certified copy of its limited partnership agreement and all amendments thereto are attached to this application or were filed with the Public Service Commission in Case No. _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Applicant is a sole proprietorship or partnership. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Applicant is a water district organized pursuant to KRS Chapter 74. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Applicant is a water association organized pursuant to KRS Chapter 273. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. a. A paper copy of this application has been mailed to Office of Rate Intervention, Office of Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. An electronic copy of this application has been electronically mailed to Office of Rate Intervention, Office of Attorney General at rateintervention@ag.ky.gov. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. a. Applicant has 20 or fewer customers or is a sewer utility and has mailed written notice of the proposed rate adjustment to each of its customers no later than the date this application was filed with the Public Service Commission. A copy of this notice is attached to this application. (Attach a copy of customer notice.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Applicant has more than 20 customers, is not a sewer utility, and has included written notice of the proposed rate adjustment with customer bills that were mailed by the date on which the application was filed. A copy of this notice is attached to this application. (Attach a copy of customer notice.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Applicant has more than 20 customers, is not a sewer utility, and has made arrangements to publish notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in its service area, the first publication having been made by the date on which this Application was filed. A copy of this notice is attached to this application. (Attach a copy of customer notice.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Applicant requires a rate adjustment for the reasons set forth in the attachment entitled "Reasons for Application." (Attach completed "Reasons for Application" Attachment.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | | YES | NO |
|-------|--|-------------------------------------|--------------------------|
| 8. | Applicant proposes to charge the rates that are set forth in the attachment entitled "Current and Proposed Rates." (Attach completed "Current and Proposed Rates" Attachment.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. | Applicant proposes to use its annual report for the immediate past year as the test period to determine the reasonableness of its proposed rates. This annual report is for the 12 months ending December 31, <u>2011</u> . | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. | Applicant has reason to believe that some of the revenue and expense items set forth in its most recent annual report have or will change and proposes to adjust the test period amount of these items to reflect these changes. A statement of the test period amount, expected changes, and reasons for each expected change is set forth in the attachment "Statement of Adjusted Operations." (Attach a completed copy of appropriate "Statement of Adjusted Operations" Attachment and any invoices, letters, contracts, receipts or other documents that support the expected change in costs.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. | Based upon test period operations, and considering any known and measurable adjustments, Applicant requires additional revenues of \$ <u>See Exhibit 1</u> and total revenues from service rates of \$ <u>See Exhibit 1</u> . The manner in which these amounts were calculated is set forth in "Revenue Requirement Calculation" Attachment. (Attach a completed "Revenue Requirement Calculation" Attachment.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. | As of the date of the filing of this application , Applicant had <u>309</u> customers. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. | A billing analysis of Applicant's current and proposed rates is attached to this application. (Attach a completed "Billing Analysis" Attachment.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. | Applicant's depreciation schedule of utility plant in service is attached. (Attach a schedule that shows per account group: the asset's original cost, accumulated depreciation balance as of the end of the test period, the useful lives assigned to each asset and resulting depreciation expense.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 15.a. | Applicant has outstanding evidences of indebtedness, such as mortgage agreements, promissory notes, or bonds. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. | Applicant has attached to this application a copy of each outstanding evidence of indebtedness (e.g., mortgage agreement, promissory note, bond resolution). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. | Applicant has attached an amortization schedule for each outstanding evidence of indebtedness. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 16. a. Applicant is not required to file state and federal tax returns. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Applicant is required to file state and federal tax returns. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Applicant's most recent state and federal tax returns are attached to this Application.
(Attach a copy of returns.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Approximately <u>0</u> (Insert dollar amount or percentage of total utility plant) of Applicant's total utility plant was recovered through the sale of real estate lots or other contributions. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

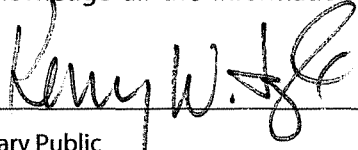
I am authorized by the Applicant to sign and file this application on the Applicant's behalf, have read and completed this application, and to the best of my knowledge all the information contained in this application and its attachments is true and correct.

Signed 
Officer of the Company/Authorized Representative
Title President
Date 4-11-12

COMMONWEALTH OF KENTUCKY

COUNTY OF Johnson

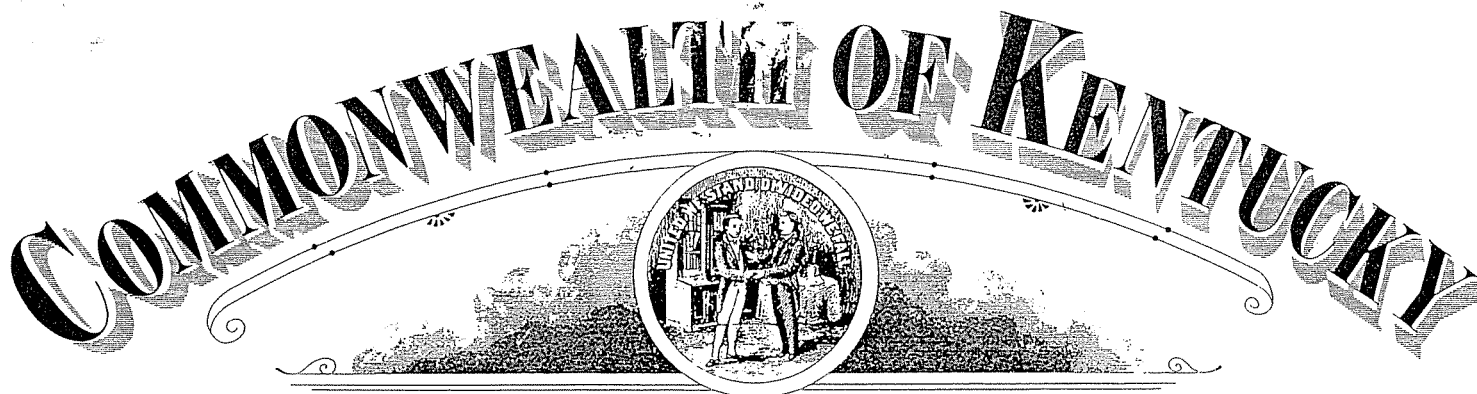
Before me appeared Bud Rife, who after being duly sworn, stated that he/she had read and completed this application, that he/she is authorized to sign and file this application on behalf of the Applicant, and that to the best of his/her knowledge all the information contained in this application and its attachments is true and correct.


Notary Public
My commission expires: 2/17/2016

LIST OF ATTACHMENTS
(Indicate all documents submitted by checking box)

- Applicant's Articles of Incorporation, Articles of Organization, or Limited Partnership Agreement.
- All amendments to Applicant's Articles of Incorporation, Articles of Organization, or Limited Partnership Agreement.
- Customer Notice of Proposed Rate Adjustment
- "Reasons for Application" Attachment
- "Current and Proposed Rates" Attachment
- "Statement of Adjusted Operations" Attachment
- "Revenue Requirements Calculation" Attachment
- "Billing Analysis" Attachment
- Depreciation Schedule
- Outstanding Debt Instruments (i.e., Bond Resolutions, Mortgages, Promissory Notes, Amortization Schedules.)
- State Tax Return
- Federal Tax Return

**Applicant's Articles of Incorporation and all
Amendments to Articles of Incorporation**



**Alison Lundergan Grimes
Secretary of State**

Certificate

I, Alison Lundergan Grimes, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

ARTICLES OF INCORPORATION OF

JOHNSON COUNTY GAS COMPANY, INC. FILED MARCH 15, 1968;

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FILED MAY 22, 1984;

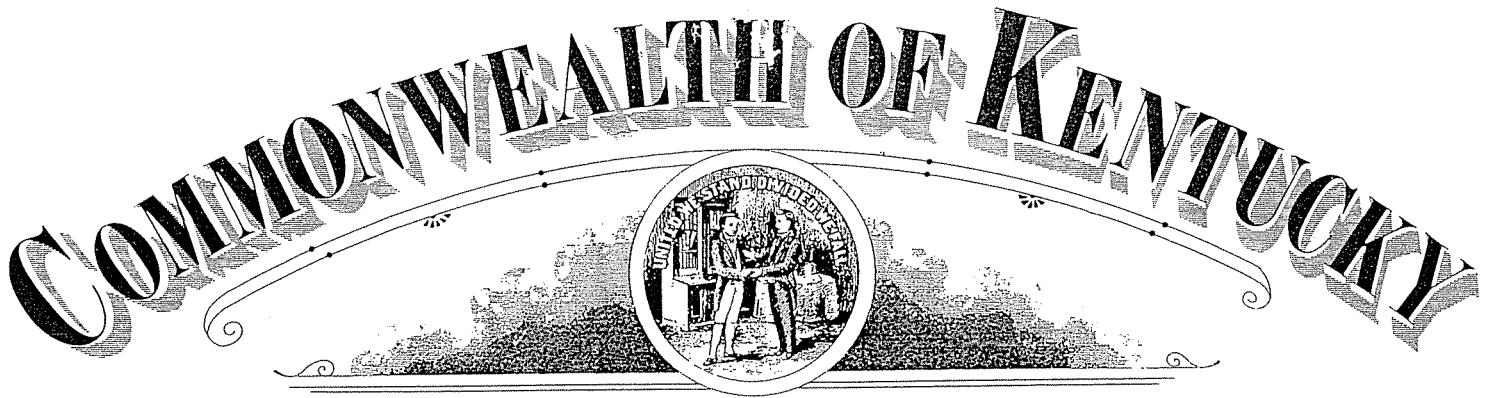
CERTIFICATE OF REVOCATION OF CERTIFICATE OF INCORPORATION DATED OCTOBER 15, 1987;

CERTIFICATE OF REVOCATION RETURN RECEIVED OCTOBER 16, 1987;

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FILED NOVEMBER 22, 1995;

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FILED APRIL 30, 1997;

ANNUAL REPORTS FOR YEARS 1968 - 1984;



APPLICATION FOR REINSTATEMENT OF CORPORATE CHARTER FOR YEARS 1985
THRU 1995 FILED NOVEMBER 22, 1995;

REINSTATEMENT ANNUAL REPORT FOR YEARS 1985 THROUGH 1995 FILED
NOVEMBER 22, 1995;

ANNUAL REPORTS FOR YEARS 1998 THROUGH 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Official Seal at Frankfort, Kentucky, this 8th day of March, 2012.



Alison Lundergan Grimes

Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
emcnulty/0026094 - Certificate ID: 123481

26094

Commonwealth of Kentucky

Department of State



Office of Secretary of State

ELMER BEGLEY, SECRETARY

ARTICLES OF INCORPORATION

I, **ELMER BEGLEY**, Secretary of State of the Commonwealth of Kentucky, do hereby certify that Articles of Incorporation of

JOHNSON COUNTY GAS COMPANY, INC.

Paintsville, Kentucky

duly signed and acknowledged according to law, have this day been filed in my office. I further certify that all taxes, fees and charges payable upon the filing of said Articles of Incorporation have been paid

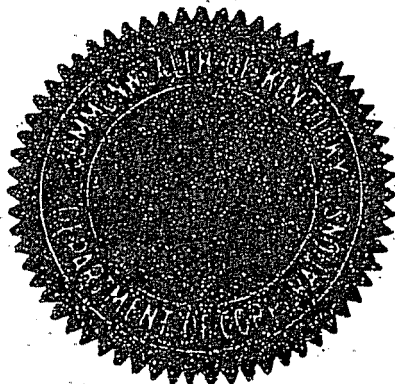
Witness my official signature this 15th day

of March, 19 68,

Elmer Begley

Secretary of State

Assistant Secretary of State



SECRETARY OF STATE

ARTICLES OF INCORPORATION OF THE
JOHNSON COUNTY GAS COMPANY, INC.

Know All Men by These Presents:

That we, the undersigned, have associated and do hereby associate, for the purpose of forming a corporation under the laws of the State of Kentucky.

ARTICLE I

The corporation hereby proposed to be organized shall be named and known as the Johnson County Gas Company, Inc., by which name it may contract and be contracted with, sue and be sued, adopt a corporate seal, and do all things necessary to the conduct of its business in the furtherance of its expressed purpose.

ARTICLE II

The purpose and nature of the business which is to be transacted, promoted and carried on by this corporation shall be the ownership, operation, expansion, and extension, of the gas system now serving the resident homes and businesses in the communities of Van Lear, Meally, and Buffalo, Johnson County, Kentucky and any other communities adjacent thereto, and to buy, sell, convey, lease, pledge, mortgage, exchange, assign or otherwise acquire, hold and dispose of, handle and otherwise deal in and with real and personal property or any interest therein of whatever name, nature and description, and wherever the same may be situated, either within or without the State of Kentucky, and to exercise unlimitedly all rights and powers incident to the acquisition, holding or disposition of such interest; to lend money, credit or property to, guarantee or assume interests in, or contracts or obligations of, and otherwise and/or assist in any other manner corporations, associations and persons; to do all things necessary or desirable to protect or enhance directly and indirectly the value of any interest owned by the corporation or in which

it may have any beneficial interest or rights; to borrow money, credit, or property, to make contracts, to incur obligations and to secure the same by mortgage or pledge of all or part of its assets or franchises; to act for others in any capacity or manner, to participate with others and to merge or consolidate with other concerns in any business, enterprise, or transaction which the company is authorized to engage in, in any manner and on any terms; and to do any and all further acts consistent with the purposes hereinbefore set forth, as now or hereafter authorized by law for a corporation, it being the intention that the enumeration of specific powers shall not operate to limit in any manner the general powers conferred upon corporations by the laws of the State of Kentucky.

ARTICLE III

The duration of this corporation shall be perpetual.

ARTICLE IV

The address, including street and number, of the registered office of this corporation is: Chandler Building, Paintsville, Johnson County, Kentucky. The name and address of its resident agent is Charles Thomas Meade, Van Lear, Johnson County, Kentucky.

ARTICLE V

The total number of shares of stock authorized to be issued and the authorized class thereof shall be one thousand shares of par value common stock valued at \$30.00 per share. The voting power of such stock shall be one vote per share.

ARTICLE VI

The original issue of shares as authorized under these articles shall be without classification, restriction, limitation, or distinction as to the rights of the owners. In the event the corporation acts to authorize additional issue, beyond the original subscriptions, of unissued stock authorized by Article V, the original subscribers and incorporators shall have the right to

exercise their pre-emptive right to a proportionate share before the stock is offered to another subscriber or an outsider.

ARTICLE VII

The amount of capital with which the corporation will begin business shall be thirty thousand dollars (\$30,000).

ARTICLE VII

The names and addresses of the incorporators and the number of shares subscribed by each are:

Charles Thomas Meade, Van Lear, Kentucky :	250 shares
Eugene C. Rice, Paintsville, Kentucky:	250 shares
Joyce Ann Meade, Van Lear, Kentucky:	250 shares
Mary E. Rice, Paintsville, Kentucky:	250 shares

ARTICLE IX

Three directors of the corporation are to be elected at the first meeting of the shareholders, to be held as soon as practicable after the issuance of the certificate of incorporation.

ARTICLE X

The general officers of this corporation shall be a president, a vice president and a secretary and treasurer.

ARTICLE XI

The principal duties of such general officers shall be as follows:

1. The principal duties of the president shall be to preside at all meetings of the board of directors and have the general supervision of the affairs of the corporation.
2. The principal duties of the vice president shall be to discharge the duties of the president in the event of absence or disability for any cause.
3. The principal duties of the secretary-treasurer shall be to countersign all leases, deeds and conveyances executed by the corporation, affix the corporate seal thereto and to such other papers as shall be required or directed to be sealed, to keep a record of the proceedings of the board of directors, and

to safely and systematically keep all books, records, papers and documents belonging to the corporation or in any wise pertaining thereto, except such as are properly to be kept by other officers of the corporation.

It shall be the further duty of the secretary-treasurer to keep and account for all monies, credits and property, of any and every nature of the corporation, which shall come into his hands, and keep an accurate account of all monies received and disbursed, and to render such accounts, statements and inventories of monies received and disbursed and money and property on hand, and generally of all matters pertaining to his office, as shall be required by the board of directors.

The board of directors may provide for the appointment of additional officers and agents.

ARTICLE XII

The board of directors may from time to time by vote of a majority of its members make, alter, amend or rescind any of the by-laws of this corporation.

ARTICLE XIII

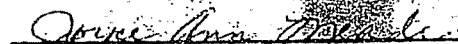
The board of directors shall decide on the design for a corporate seal and duly adopt the same by resolution.

ARTICLE XIV

The corporation shall begin the transaction of business upon the election of the first board of directors by the shareholders, the designated amount of capital having been paid in, and the certificate of incorporation theretofore issued and duly filed.

In Witness Whereof, We, the incorporators, have hereunto set our hands this 12 day of March, 1968.


Charles Thomas Meade


Joyce Ann Meade

Eugene C. Rice
Eugene C. Rice

Mary E. Rice
Mary E. Rice

STATE OF KENTUCKY
COUNTY OF JOHNSON

Personally came before me this 12 day of March, 1968,
the above name Charles Thomas Meade, Joyce Ann Meade, Eugene C.
Rice, and Mary E. Rice, to me known to be the persons who executed
the foregoing instrument, and acknowledged the same to be their
free act and deed.

Witness my signature and seal of office this 12 day
of March, 1968.

Mildred C. Wilcox
Notary Public

My Commission Expires:

January 5, 1972

ORIGINAL COPY
FILED AND RECORDED

Elmer Beasley

MAR 15 1968

SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY
BY *Elmer Beasley*
ASSISTANT SECRETARY OF STATE

Commonwealth of Kentucky RECEIVED

OFFICE OF SECRETARY OF STATE

MAY 22 1984

10.000 Commonwealth of Kentucky

FRANCES JONES MILLS Secretary



FRANKFORT, KENTUCKY

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH 346914

Pursuant to the provisions of Kentucky Revised Statutes Chapter 271A, the undersigned corporation organized in the state of Kentucky submits the following statement for the purpose of changing its registered office or registered agent or both in the Commonwealth of Kentucky:

The name of the corporation Johnson County Gas Company, Inc.

Address of its present registered office P.O. Box 113, Van Lear, Ky. 41265

Address of registered office is hereby changed to 865 Sparta Court, Lexington, Kentucky 40504

Name of present registered agent Charles M. Meade

Name of registered agent is hereby changed to Robert L. Gregory, President

The address of its registered office and the address of the business office of its registered agent, as changed will be identical. Such change was authorized by resolution adopted by its Board of Directors.

Dated May, 11, 1984

Johnson County Gas Company, Inc.

By Robert L. Gregory, President PRESIDENT OR VICE PRESIDENT ONLY

President, Johnson County Gas Company, Inc.

INSTRUCTIONS

- 1. Mail to Secretary of State, Capitol Building, Frankfort, Kentucky 40601.
2. Enclose fee of \$10.00. Make check payable to "Kentucky State Treasurer."
3. Submit in duplicate. All copies must be originally signed.
4. A post office box number is not acceptable unless it is accompanied by a street, highway, apartment, etc.
5. Registered agent must be a Kentucky resident or corporation. Registered address must be in Kentucky.

ORIGINAL COPY FILED SECRETARY OF STATE OF KENTUCKY FRANKFORT, KENTUCKY

MAY 22 1984

Handwritten signature and initials

026094

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary



FRANKFORT,
KENTUCKY

CERTIFICATE OF REVOCATION OF CERTIFICATE OF INCORPORATION OF

JULIUSON COUNTY GAS COMPANY, INC.

BY THE SECRETARY OF STATE

I, DREXELL R. DAVIS, Secretary of State of the Commonwealth of Kentucky, hereby issue this Certificate of Revocation of Certificate of Incorporation in accordance with the provisions of (KRS 214.015)



Witness my official signature and seal of office this 15th
day of October, 1967, at Frankfort, Kentucky.

Drexell R. Davis
SECRETARY OF STATE

SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE
FRANKFORT, 40601

DREXELL R. DAVIS
SECRETARY OF STATE

CORPORATE FILINGS (502) 564-2848

CLINTON H. NEWMAN II
ASST. SECRETARY OF STATE

10/15/87

ROBERT L. GREGORY
865 SPARTA COURT
LEXINGTON, KY. 40504

RE: # 026094
JOHNSON COUNTY GAS COMPANY, INC.

DEAR AGENT :

SIX MONTHS AGO, THIS OFFICE NOTIFIED YOU THAT THE SUBJECT CORPORATION HAD NOT FILED ANNUAL REPORT(S) AS REQUIRED BY KY. LAW. AT THAT TIME, WE GAVE NOTICE THAT UNLESS THESE ANNUAL REPORTS WERE RECEIVED WITHIN SIX MONTHS FROM THE DATE OF THE NOTICE THE CORPORATE CHARTER WOULD BE REVOKED PURSUANT TO KENTUCKY LAW(KRS 271A.615).

FURTHER, KENTUCKY LAW REQUIRES THE SECRETARY OF STATE TO MAIL THIS NOTICE THEREOF TO THE CORPORATION AT ITS REGISTERED OFFICE.

SINCERELY,

RUTH ANN POWERS
CORPORATION DIVISION DIRECTOR

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary



FRANKFORT,
KENTUCKY

CERTIFICATE OF REVOCATION OF CERTIFICATE OF INCORPORATION OF

JOHNSON COUNTY GAS COMPANY, INC.

BY THE SECRETARY OF STATE

I, DREXELL R. DAVIS, Secretary of State of the Commonwealth of Kentucky, hereby issue this Certificate of Revocation of Certificate of Incorporation in accordance with the provisions of (KRS 271A.015)



Witness my official signature and seal of office this 15TH
day of OCTOBER, 19 87 at Frankfort, Kentucky.

Drexell R. Davis
SECRETARY OF STATE

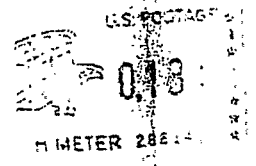
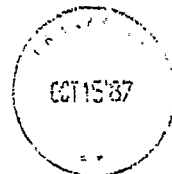
SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE



DREXELL R. DAVIS
 SECRETARY OF STATE
 FRANKFORT, KENTUCKY 40601-3493

POST OFFICE
 FIRST CLASS



GRE 25 391613N1 10/16/87

RETURN TO SENDER
 NO FORWARDING ORDER ON FILE
 UNABLE TO FORWARD



**BOB BABBAGE
SECRETARY OF STATE**

**STATEMENT OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT OR BOTH**

RECEIVED & FILED
\$10.00
NOV 22 2 46 PM '95
SECRETARY OF STATE

Pursuant to the provisions of Chapters 271B or 273 of the Kentucky Revised Statutes, the undersigned ~~person~~ submits the following statements on behalf of the corporation which is organized in the state of KENTUCKY for the purpose of changing its registered office or registered agent or both in the Commonwealth of Kentucky:

The name of the corporation is JOHNSON COUNTY GAS COMPANY, INC.

The complete address of the current registered office is:
865 SPARTA COURT LEXINGTON, KY 40504
Street City/State Zip

The complete address of the current registered office is hereby changed to:
HIGHWAY 321 N., BOX 1107 Prestonsburg, KY 41653
Street City/State Zip

The name of the current registered agent is:
ROBERT L. GREGORY

The name of the current registered agent is hereby changed to:
ESTILL BRANHAM

The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

Dated November 22, 1995

Estill Branham
SIGNATURE & TITLE
ESTILL B. BRANHAM PRESIDENT
PRINT or TYPE NAME & TITLE

CONSENT OF NEW AGENT

I Estill B. Branham consent to serve as the new registered agent on behalf of this corporation.

Estill Branham
Signature of New Agent

(See Reverse Side for Instructions)



JOHN Y. BROWN III
SECRETARY OF STATE

RECEIVED & FILED
\$10.00
APR 30 4 05 PM '97
JOHN Y. BROWN III
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

STATEMENT OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT OR BOTH

Pursuant to the provisions of Chapters 271B or 273 of the Kentucky Revised Statutes, the undersigned submits the following statements on behalf of the corporation which is organized in the state of Kentucky for the purpose of changing its registered office or registered agent or both in the Commonwealth of Kentucky:

The name of the corporation is Johnson County Gas Company Inc.

The complete address of the current registered office is:
Highway 321 N. Box 1107 Prestonsburg, KY 41653
Street City/State Zip

The complete address of the current registered office is hereby changed to:
US 23 PD Box 339 Harold KY 41635
Street City/State Zip

The name of the current registered agent is:
Estill Branham

The name of the current registered agent is hereby changed to:
Bud Rife

The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

Dated 4/18, 1997
Bud Rife / President
SIGNATURE & TITLE
Bud Rife / President
PRINT or TYPE NAME & TITLE

CONSENT OF NEW AGENT
I Bud Rife consent to serve as the new registered agent on behalf of this corporation.

Bud Rife
Signature of New Agent

(See Reverse Side for Instructions)



BOB BABBAGE
Secretary of State

**APPLICATION FOR REINSTATEMENT OF CORPORATE CHARTER
(STOCK CORPORATIONS)**

JOHNSON COUNTY GAS COMPANY, INC.

NAME OF CORPORATION

RECEIVED & FILED
\$100.00
Nov 22 2 45 PM '95

a Kentucky corporation whose charter was administratively dissolved under KRS 271B.15-210 or revoked under KRS 271A.615 on OCT. 15, 1987, because the corporation did not:

- X File its annual report for the year(s) 1985 THRU 1995;
- Maintain a registered agent or registered office address in this state for sixty (60) days or more;
- Notify the Secretary of State within sixty (60) days that its registered agent or registered office had been changed, that its registered agent had resigned, or that its registered office had been discontinued; or
- Change the period of duration stated in its articles of incorporation, which has expired.

The undersigned hereby applies for reinstatement on behalf of the above named corporation and further states as follows:

- (1) The grounds for dissolution either did not exist or have been eliminated;
- (2) The corporation's name satisfies the requirements of KRS 271B.4-010; and
- (3) The corporation has not wound up or liquidated its business and affairs under KRS 271B.14-050 and notified claimants under KRS 271B.14-060 and KRS 271B.14-070.
- (4) The following documents and fees are enclosed:
 - (a) A certificate from the Kentucky Revenue Cabinet reciting that all taxes owed by the corporation have been paid; and
 - (b) The Application for Reinstatement and Annual Reports;
 - (c) A check in the amount of \$ 265.00, which includes:
 - \$ 100.00 reinstatement penalty
 - \$ 165.00 Annual Report fees for 11 YEARS
 - Amendment to Articles of Incorporation
 - (e) Add \$ 10.00 to the total listed in Section (c) ONLY IF a change of registered office or registered agent, or both, has occurred, complete the enclosed Statement of Change form.
 - (d) If needed, an amendment to the articles of incorporation to extend the corporation's period of duration.

COMMONWEALTH OF KENTUCKY
REVENUE CABINET
FRANKFORT
40620

26094

November 22, 1995

Mr. Estill Branham
Johnson County Gas Company, Inc.
P. O. Box 1107
Prestonsburg, Kentucky 41653

RECEIVED & FILED
per change
NOV 22 2 45 PM '95
USP MESSAGE
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

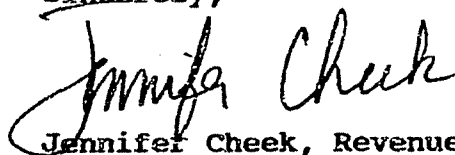
Dear Mr. Branham:

YOUR NOVEMBER 14, 1995 REQUEST FOR LETTER OF GOOD STANDING

Revenue Cabinet records show that Johnson County Gas Company, Inc. has filed Kentucky Corporation Income and License Tax Returns through the calendar year ended 12/94 and has paid the income and license taxes shown to be due or assessed as of the date of this letter. The Revenue Cabinet requests that the corporation's charter be reinstated providing all other requirements of the Secretary of State have been met by the corporation.

This letter must be submitted to the office of the Secretary of State within thirty (30) days to be accepted for reinstatement.

Sincerely,



Jennifer Cheek, Revenue Auditor II
Corporation Tax Section
Division of Tax Administration
200 Fair Oaks Lane, Second Floor
P. O. Box 1302, Station 52
Frankfort, KY 40602
(502) 564-8139, Ext. 4739

JC:ac

Account No. 11692

AN EQUAL OPPORTUNITY EMPLOYER M/F/D

COMMONWEALTH OF KENTUCKY

Department of State Annual Verification Report of Domestic

Corporations (Process Agents)

SEE INSTRUCTIONS ON REVERSE SIDE

1. Name of Corporation

JOHNSON COUNTY GAS COMPANY, INC.
CHAMBERLAIN BLVD
PAINESVILLE, KENTUCKY

REPORT FOR
YEAR 1968

10935

State Inc. In
and
Home Address

KENTUCKY
SAME

1968

Year Qualified or Incorporated
in Kentucky

2. Name of the present agent is

Charles Thomas Meade

(Name)

Van Lear,

(Street)

(City)

Kentucky

(State)

3. Have you changed name of agent or place of business? (State change.)

No

4. The information imprinted above is from the official record as filed with the Secretary of State. If a change has been made in name of your Corporation, Home Office Address, or Mailing Address, give new name and address.

5. Is your corporation still in existence? Yes Expiration Date? Perpetual

This statement is filed and the answers and information are true and correct. Given over our signatures as:

SECRETARY OF STATE

RECEIVED
JUN 4 1968

ct. 208

5-062947

Commonwealth of Kentucky

PRESIDENT

PRESIDENT

SECRETARY

SECRETARY

Charles Thomas Meade

(Print Name)

Eugene C. Rice

(Print Name)

THIS STATEMENT MUST BE FILED, ANNUALLY BEFORE JULY 1

FILING FEE \$2.00 (See Section 271.035 and 271.385, KRS)

Mail to Elmer Begley, Secretary of State, Frankfort, Kentucky

COMMONWEALTH OF KENTUCKY

Department of State

Annual Verification Report of Domestic

Corporations (Process Agents)

SEE INSTRUCTIONS ON REVERSE SIDE

1. Name of Corporation

JANSON LUMBER AND COMPANY, INC.
CHATELAIN BUILDING
PATTONVILLE, KENTUCKY

REPORT FOR
YEAR 1968

11605

State Inc. In
and
Home Address

KENTUCKY
SAME

1968

Year Qualified or Incorporated
in Kentucky

1968

2. Name of the present agent is

Charles Thomas Meade

(Name)

Van Lear, Kentucky

(Street)

(City)

(State)

3. Have you changed name of agent or place of business? (State change.) No

4. The information imprinted above is from the official record as filed with the Secretary of State. If a change has been made in name of your Corporation, Home Office Address, or Mailing Address, give new name and address.

None

5. Is your corporation still in existence? Yes Expiration Date? Perpetual

This statement is filed and the answers and information are true and correct. Given over our signatures as:

PRESIDENT

PRESIDENT

SECRETARY

SECRETARY

Charles Thomas Meade

(Print Name)

Eugene C. Rice

(Print Name)

2.00
Commonwealth of Kentucky

103806

THIS STATEMENT MUST BE FILED, ANNUALLY BEFORE JULY 1
FILING FEE \$2.00 (See Section 271.035 and 271.385, KRS)

Mail to Elmer Begley, Secretary of State, Frankfort, Kentucky

COMMONWEALTH OF KENTUCKY 104127

Department of State Annual Verification Report of Domestic

Corporations (Process Agents)
SEE INSTRUCTIONS ON REVERSE SIDE

SECRETARY OF STATE
RECEIVED

MAY 25 1970

258
Commonwealth of Kentucky
REPORT FOR

YEAR 1970

1. Name of Corporation

JOHNSON COUNTY GAS COMPANY, INC.
CHANDLER BUILDING
PAINTSVILLE, KENTUCKY

State Inc. in
and
Home Address

KENTUCKY
SAME

1968

Year Qualified or Incorporated
in Kentucky

2. Name of the present agent is

CHARLES THOMAS MEADE
(Name)

(Street)

(City)

(State)

3. Have you changed name of agent or place of business? (State change.)

NO

4. The information imprinted above is from the official record as filed with the Secretary of State. If a change has been made in name of your Corporation, Home Office Address, or Mailing Address, give new name and address.

N/A

5. Is your corporation still in existence? *YES*

Expiration Date? *PERPETUAL*

This statement is filed and the answers and information are true and correct. Given over our signatures as:

NOTICE: INCREASE IN FEES
EFFECTIVE JUNE 18, 1970

The 1970 Legislature increased the Domestic Report fees from \$2 to \$5. Reports received prior to June 18, 1970 will be at the old rate of \$2.00.

Charles Thomas Meade
PRESIDENT

CHARLES THOMAS MEADE
PRESIDENT (Print Name)

Eugene C. Rice
SECRETARY

EUGENE C. RICE
SECRETARY (Print Name)

THIS STATEMENT MUST BE FILED, ANNUALLY BEFORE JULY 1

FILING FEE \$2.00 (See Section 271.035 and 271.385, KRS)

Mail to Elmer Begley, Secretary of State, Frankfort, Kentucky

COMMONWEALTH OF KENTUCKY

Department of State Annual Verification Report of Domestic

Corporations (Process Agents)

SEE INSTRUCTIONS ON REVERSE SIDE

1. Name of Corporation

State Inc. In
and
Home Address

JOHNSON COUNTY GAS COMPANY, INC.
CHANDLER BUILDING
PAINTSVILLE, KENTUCKY

Year Qualified or Incorporated
in Kentucky
REPORT FOR

2043-3-601

2. Name of the present agent is

CHARLES THOMAS MEADE
(Name)

COLLEGE ST.
(Street)

PAINTSVILLE, KY
(City)

(State)

2/12/40

3. Have you changed name of agent or place of business? (State change.)

NO

4. The information imprinted above is from the official record as filed with the Secretary of State. If a change has been made in name of your Corporation, Home Office Address, or Mailing Address, give new name and address.

N/A

5. Is your corporation still in existence? YES

Expiration Date? PERPETUAL

This statement is filed and the answers and information are true and correct. Given over our signatures as:

SECRETARY OF STATE
RECEIVED

MAY 19 1971

5 103568

PRESIDENT

PRESIDENT

SECRETARY

SECRETARY

Charles Thomas Meade

Charles Thomas Meade
(Print Name)

Eugene C. Rice

EUGENE C. RICE
(Print Name)

5
Commonwealth of Kentucky
THIS STATEMENT MUST BE FILED, ANNUALLY BEFORE JULY 1
FILING FEE \$5.00 (See Section 271.385, KRS)

Mail to Kenneth F. Harper, Secretary of State, Frankfort, Kentucky

COMMONWEALTH OF KENTUCKY

Department of State Annual Verification Report of Domestic

Corporations (Process Agents)

SEE INSTRUCTIONS ON REVERSE SIDE

1. Name of Corporation

JOHNSON COUNTY GAS COMPANY, INC.
CHANDLER BUILDING
PAINTSVILLE, KENTUCKY

REPORT FOR
YEAR 1972

State Inc. In
and
Home Address

KENTUCKY
SAME

1968

Year Qualified or Incorporated
in Kentucky

2. Name of the present agent is

CHARLES THOMAS MEADE
(Name)

RIVER ROAD, VANLEAR,
(Street)

PAINTSVILLE,
(City)

KENTUCKY
(State)

3. Have you changed name of agent or place of business? (State change.)

NO

4. The information imprinted above is from the official record as filed with the Secretary of State. If a change has been made in name of your Corporation, Home Office Address, or Mailing Address, give new name and address.

N/A

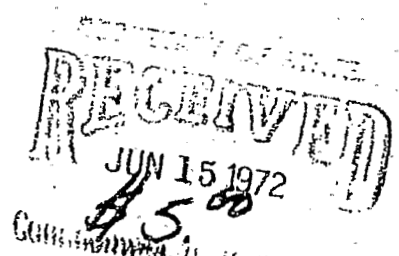
5. Is your corporation still in existence?

YES

Expiration Date?

PERPETUAL

This statement is filed and the answers and information are true and correct. Given over our signatures as:



PRESIDENT

PRESIDENT

SECRETARY

SECRETARY

Charles Thomas Meade

CHARLES THOMAS MEADE
(Print Name)

Eugene C. Rice

EUGENE C. RICE
(Print Name)

THIS STATEMENT MUST BE FILED, ANNUALLY BEFORE JULY 1
FILING FEE \$5.00 (See Section 271.385, KRS)

Mail to Thelma L. Stovall, Secretary of State, Frankfort, Kentucky

COMMONWEALTH OF KENTUCKY

Office of Secretary of State of Kentucky ANNUAL REPORT OF CORPORATIONS

PLEASE READ ALL QUESTIONS CAREFULLY

1973

1. Name and mailing address of corporation:

JOHNSON COUNTY GAS COMPANY, INC.
CHANDLER BUILDING
PAINTSVILLE, KENTUCKY

State of Incorporation
and Home Address

KENTUCKY
SAME

1968

Year Qualified or
Incorporated in Ky.

1968

2. Is the mailing address of this corporation, as set out above, correct? YES If not, please indicate the correct mailing address of this corporation:

3. Is this corporation in existence and transacting business in Kentucky? YES (If the answer is NO, please see instruction No. 2 on reverse side.)

4. Is the name of this corporation the same as set out above? YES (If the answer is NO, please see instruction No. 3 on reverse side.)

5. Have the articles of incorporation been changed or amended? NO (If the answer is YES, please see instruction No. 4 on reverse side.)

6. Has the registered agent or his address been changed? NO (If the answer is YES, please see instruction No. 5 on reverse side.)

7. Is this a PROFESSIONAL SERVICE CORPORATION under KRS Chapter 274? NO (If the answer is YES, please see instruction No. 6 on reverse side.)

SECRETARY OF STATE

RECEIVED

APR 25 1973

Charles J. Meade
Signature of President or Vice President

CHARLES J. MEADE
Please Print or Type Name

Eugene C. Rice
Signature of Secretary or Assistant Secretary

EUGENE C. RICE
Please Print or Type Name

Commonwealth of Kentucky report is required by law to be filed annually before July 1st.

30010358

FILING FEE: Please refer to instruction No. 1 on reverse side.

COMMONWEALTH OF KENTUCKY

Office of Secretary of State of Kentucky ANNUAL REPORT OF CORPORATIONS

PLEASE READ ALL QUESTIONS CAREFULLY

1. Name and mailing address of corporation:

JOHNSON COUNTY GAS COMPANY, INC.
CHANDLER BUILDING
PAINTSVILLE, KENTUCKY

REPORT FOR
YEAR 1974

State of Incorporation
and Home Address

KENTUCKY
SAME

1968

Year Qualified or
Incorporated in Ky.

2. Is the mailing address of this corporation, as set out above, correct? YES If not, please indicate the correct mailing address of this corporation:

3. Is this corporation in existence and transacting business in Kentucky? YES (If the answer is NO, please see instruction No. 2 on reverse side.)

4. Is the name of this corporation the same as set out above? YES (If the answer is NO, please see instruction No. 3 on reverse side.)

5. Have the articles of incorporation been changed or amended? NO (If the answer is YES, please see instruction No. 4 on reverse side.)

6. Has the registered agent or his address been changed? NO (If the answer is YES, please see instruction No. 5 on reverse side.)

7. Is this a PROFESSIONAL SERVICE CORPORATION under KRS Chapter 274? NO (If the answer is YES, please see instruction No. 6 on reverse side.)

SECRETARY OF STATE

RECEIVED

MAR 22 1974

500

Commonwealth of Kentucky

07302

Charles Thomas Meade

Signature of President or Vice President

CHARLES THOMAS MEADE

Please Print or Type Name

Eugene C. Rice

Signature of Secretary or Assistant Secretary

EUGENE C. RICE

Please Print or Type Name

This report is required by law to be filed annually before July 1st.

FILING FEE: Please refer to instruction No. 1 on reverse side.

COMMONWEALTH OF KENTUCKY

Office of Secretary of State of Kentucky ANNUAL REPORT OF CORPORATIONS

PLEASE READ ALL QUESTIONS CAREFULLY

1. Name and mailing address of corporation:

JOHNSON COUNTY GAS COMPANY, INC.
CHANDLER BUILDING
PAINTSVILLE, KENTUCKY

REPORT FOR
YEAR 1975

26094

State of Incorporation
and Home Address KENTUCKY
SAME

1968

Year Qualified or
Incorporated in Ky.

2. Is the mailing address of this corporation, as set out above, correct? YES If not, please indicate the correct mailing address of this corporation:

3. Is this corporation in existence and transacting business in Kentucky? YES (If the answer is NO, please see instruction No. 2 on reverse side.)

4. Is the name of this corporation the same as set out above? YES (If the answer is NO, please see instruction No. 3 on reverse side.)

5. Have the articles of incorporation been changed or amended? NO (If the answer is YES, please see instruction No. 4 on reverse side.)

6. Has the registered agent or his address been changed? NO (If the answer is YES, please see instruction No. 5 on reverse side.)

7. Is this a PROFESSIONAL SERVICE CORPORATION under KRS Chapter 274? NO (If the answer is YES, please see instruction No. 6 on reverse side.)

SECRETARY OF STATE
RECEIVED

MAR 18 1975

5.00

Commonwealth of Kentucky

Charles Thomas Meade
Signature of President or Vice President

Charles Thomas Meade
Please Print or Type Name

Eugene C. Rice
Signature of Secretary or Assistant Secretary

EUGENE C. RICE
Please Print or Type Name

1156

This report is required by law to be filed annually before July 1st.

FILING FEE: Please refer to instruction No. 1 on reverse side.

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III, SECRETARY OF STATE
ANNUAL REPORT

(See Reverse Side for Filing Instructions)

RECORD # 0025094

DUE JUNE 30, 1996

(4) FILING FEE

15.00

(1) EXACT CORPORATE NAME AND PRINCIPAL OFFICE ADDRESS:

JOHNSON COUNTY GAS COMPANY, INC.
HIGHWAY 321 N.
BOX 1107
PRESTONSBURG, KY 41653-0107

PS 5/13/96
CHK 5223

(5) STATE OR COUNTRY OF INCORPORATION

KY

RECEIVED

(2) PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO:

MAY 17 1996

SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

(6) DATE OF INCORPORATION OR AUTHORIZATION TO TRANSACT BUSINESS

03/15/1968

(3) REGISTERED AGENT AND REGISTERED OFFICE ADDRESS:

ESTILL BRANHAM
HIGHWAY 321 N.
BOX 1107
PRESTONSBURG, KY 41653-0107

(7) PLEASE MAIL A STATEMENT OF CHANGE FORM TO:

Changes made to the registered agent or registered office cannot be made on this form.
See Filing Instructions on reverse side

PLEASE TYPE OR PRINT THE NAMES AND BUSINESS ADDRESSES OF THE CORPORATION'S CURRENT PRINCIPAL OFFICERS.

IF SOLE OFFICER, PLEASE CHECK

PRESIDENT Estill Branham P.O. Box 1107 Prestonsburg, Ky 41653

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

PLEASE TYPE OR PRINT THE NAMES AND BUSINESS ADDRESSES OF THE CORPORATION'S DIRECTORS.

Directors are required to be listed. No listing of directors is verification that the corporation has dispensed with the board of directors. Non-profit corporations must list three (3) or more directors. See Filing Instructions on reverse side

BOARD OF DIRECTORS _____

I VERIFY THAT INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

AUTHORIZED SIGNATURE Estill Branham TITLE Pres. DATE 5/10/96

PROFESSIONAL SERVICE CORPORATIONS ONLY: In addition to the annual report content requirement, there shall be included a list of names and addresses of all shareholders of the professional service corporation and the president shall sign the certificate below.

CERTIFICATE OF PROFESSIONAL SERVICE CORPORATION

I, President of said corporation, do certify that all of the shareholders, not less than one half of the directors, and all officers other than secretary and treasurer of the professional service corporation are duly qualified as provided in KRS Chapter 274 and a copy of such annual report has been filed with the regulating board that licenses the shareholders described in this statement.

PRESIDENT'S SIGNATURE _____

ANNUAL REPORT

OFFICE OF THE SECRETARY OF STATE

CORPORATE RECORDS SECTION

CAPITOL BUILDING

FRANKFORT, KENTUCKY 40601

SECTION B

CORRECTION & ADDITIONS (PLEASE TYPE)

USE THIS SECTION ONLY TO CHANGE OR ADD INFORMATION MISSING IN SECTION 'A'

ANNUAL FEE

NON-PROFIT

PLEASE REVIEW SECTION 'A' FOR CORRECTNESS AND COMPLETENESS
1. INDICATE CHANGES IN THE APPROPRIATE PART OF SECTION 'B'.
2. MAKE NECESSARY CORRECTIONS. SIGN FORM. SEND BLUE COPY WITH YOUR ANNUAL FEE IN THE ENCLOSED ENVELOPE. RETAIN YELLOW COPY FOR YOUR RECORDS.

THANK YOU FOR YOUR COOPERATION

SECTION A

(1) RECORD NO. 024094 (2) DATE OF INCORPORATION OR CERTIFICATE OF AUTH. 03-15-1959

(3) FEDERAL EMPLOYER IDENTIFICATION NO. (4) STATUS ACTIVE

(5) AGENT FOR PROCESS
CHAS. T. MEADE
VAN LEAR, KY.

(6) YOUR EXACT NAME
JOHNSON COUNTY GAS COMPANY, INC.

(7) MAILING ADDRESS
CHANDLER BLDG.
PAINTSVILLE, KY.

(8) OFFICERS & DIRECTORS
CHARLES THOMAS MEADE PRES.
EUGENE C. RICE V. PRES.
TRES.
SECTY.

(9) AUTHORIZED SHARES XXXXXXXXXX DISREGARD THIS FIELD

(2) DATE OF INCORP.

(3) FEDERAL EMPLOYER IDENTIFICATION NO.

(5) AGENT FOR PROCESS

(6) YOUR EXACT NAME

(7) MAILING ADDRESS

(8) OFFICERS & DIRECTORS

(9) AUTH. SHARES

SECRETARY OF STATE
RECEIVED
MAR 22 1976
JS
Commonwealth of Kentucky

P.O. Box 113
Van Lear, KY. 41265. **03619**

OFFICERS & DIRECTORS

I DECLARE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT; I FURTHER DECLARE THAT I AM AUTHORIZED TO SIGN THIS REPORT FOR THIS ENTITY.

AUTHORIZED SIGNATURE *Eugene C. Rice*

TITLE *Sec. Treas.* TELEPHONE NO. 606-789-5481

PLEASE ATTACH ANNUAL FILING FEE HERE

ANNUAL REPORT

PLEASE RETURN THIS COPY WITH FILING FEE

REPORT FOR 1977 DUE JULY 1, 1978

OFFICE OF THE SECRETARY OF STATE
CORPORATION DIVISION
FRANKFORT, KENTUCKY 40621

STANDING: GOOD

PHONE NUMBER (502) 564-7330

SECTION B

CORRECTIONS AND ADDITIONS (PLEASE TYPE)
USE THIS SECTION ONLY TO CHANGE OR ADD
INFORMATION MISSING IN SECTION 'A'

SECTION A

(1) RECORD NO. 26094 (2) DATE OF INCORPORATION OR CERTIFICATE OF AUTH. 03-15-68

(3) STATE OF INCORPORATION KENTUCKY

(5) PROCESS AGENT CHAS. T. HEADE
VAN LEAR, KY.

(6) EXACT CORPORATE NAME JOHNSON COUNTY GAS COMPANY, INC.

(7) MAILING ADDRESS P. O. BOX 113
VAN LEAR, KY. 41265

(2) DATE OF INCORP. _____ (3) STATE OF INCORPORATION _____

(5) PROCESS AGENT

IF YOU WISH TO CHANGE PROCESS AGENT OR ADDRESS.
PLEASE CONTACT THIS OFFICE FOR APPROPRIATE FORMS.

(6) EXACT CORPORATE NAME

(7) MAILING ADDRESS

PLEASE INCLUDE ZIP CODE HERE →

PLEASE NOTE: IF YOU ARE A KRS CHAPTER 274 CORPORATION
(PROFESSIONAL SERVICE CORPORATION) PLEASE SEE REVERSE SIDE OF THIS REPORT.

INSTRUCTIONS

PLEASE MAKE NECESSARY CORRECTIONS, SIGN FORM, AND SEND YELLOW COPY
WITH YOUR ANNUAL FEE OF 5.00 (CHECKS PAYABLE TO KENTUCKY
STATE TREASURER) IN THE ENCLOSED ENVELOPE. RETAIN GREEN COPY FOR YOUR
RECORDS.

I DECLARE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT; I FURTHER
DECLARE THAT I AM AUTHORIZED TO SIGN THIS REPORT FOR THIS ENTITY.

AUTHORIZED SIGNATURE Charles J. Meade
TITLE President TELEPHONE NO. 289-5481

10340

FOR OFFICE USE ONLY

REPORT FOR 1978 DUE JULY 1, 1978

STANDING: GOOD

SECTION A

PHONE NUMBER 502-564-7330

(1) RECORD NO. 26094 (2) DATE OF INCORPORATION OR CERTIFICATE OF AUTH. 03-15-68

(3) STATE OF INCORPORATION KENTUCKY

(4) PROCESS AGENT CHAS. T. MEADE VAN LEAR, KY.

(5) EXACT CORPORATE NAME JOHNSON COUNTY GAS COMPANY, INC.

(6) MAILING ADDRESS P. O. BOX 113 VAN LEAR, KY. 41265

FOR OFFICE USE ONLY C2405

ANNUAL REPORT OFFICE OF THE SECRETARY OF STATE CORPORATE RECORDS SECTION CAPITAL BUILDING FRANKFORT, KENTUCKY 40601

SECRETARY OF STATE SECTION B RECEIVED CORRECTIONS AND ADDITIONS PLEASE USE THIS SECTION ONLY TO CHANGE OR ADD INFORMATION MISSING IN SECTION A STATE OF INCORPORATION APR 04 1978 CK5

(2) DATE OF INCORP. (3) INCORPORATION COMMONWEALTH OF KENTUCKY

IF YOU WISH TO CHANGE PROCESS AGENT OR ADDRESS PLEASE CONTACT THIS OFFICE FOR APPROPRIATE FORMS

(5) EXACT CORPORATE NAME

(6) MAILING ADDRESS PLEASE INCLUDE ZIP CODE HERE

PLEASE NOTE: IF YOU ARE A KRS CHAPTER 274 CORPORATION (PROFESSIONAL SERVICE CORPORATION) PLEASE SEE REVERSE SIDE OF THIS REPORT

PLEASE MAKE NECESSARY CORRECTIONS, SIGN FORM, AND SEND YELLOW COPY WITH YOUR ANNUAL FEE OF 5.00 (CHECKS PAYABLE TO KENTUCKY STATE TREASURER) IN THE ENCLOSED ENVELOPE. RETAIN GREEN COPY FOR YOUR RECORDS.

I DECLARE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT; I FURTHER DECLARE THAT I AM AUTHORIZED TO SIGN THIS REPORT FOR THIS ENTITY. AUTHORIZED SIGNATURE [Signature]

TITLE J. Pres. TELEPHONE NO. 606-549-5487 THIS FORM HAS BEEN REVISED TO COMPLY WITH POSTAL REGULATIONS.

PLEASE PAY FILING FEE HERE

PLEASE RETURN THIS COPY WITH FILING FEE

PLEASE ATTACH ANNUAL FILING FEE HERE

ANNUAL REPORT

OFFICE OF THE SECRETARY OF STATE
CORPORATE RECORDS SECTION
CAPITAL BUILDING
FRANKFORT, KENTUCKY 40601

SECTION 8
CORRECTIONS AND ADDITIONS (PLEASE TYPE)
USE THIS SECTION ONLY TO CHANGE OR ADD
INFORMATION MISSING IN SECTION "A"

REPORT FOR 1979 DUE JULY 1, 1979

STANDING: 0000

SECTION A

PHONE NUMBER 502 564-7350

(2) DATE OF INCORP. _____ (3) STATE OF INCORPORATION KENTUCKY ✓

(1) RECORD NO. 26094 (2) DATE OF INCORPORATION OR CERTIFICATE OF AUTH 03-15-68

(3) STATE OF INCORPORATION KENTUCKY

(4) PROCESS AGENT
CHAS. T. MEADE
VAN LEAR, KY.

(5) EXACT CORPORATE NAME
JOHNSON COUNTY GAS COMPANY, INC.

(6) MAILING ADDRESS
P. O. BOX 113
VAN LEAR, KY. 41265

(4) PROCESS AGENT _____

IF YOU WISH TO CHANGE PROCESS AGENT OR ADDRESS
PLEASE CONTACT SECRETARY OF STATE FOR APPROPRIATE FORMS

(5) EXACT CORPORATE NAME
RECEIVED

(6) MAILING ADDRESS
MAY 23 1979
COMMONWEALTH OF KENTUCKY
PLEASE INCLUDE ZIP CODE HERE

PLEASE NOTE: IF YOU ARE A KRS CHAPTER 274 CORPORATION (PROFESSIONAL SERVICE CORPORATION) PLEASE SEE REVERSE SIDE OF THIS REPORT

PLEASE MAKE NECESSARY CORRECTIONS, SIGN FORM, AND SEND YELLOW COPY WITH YOUR ANNUAL FEE OF 5.00 (CHECKS PAYABLE TO KENTUCKY STATE TREASURER) IN THE ENCLOSED ENVELOPE. RETAIN GREEN COPY FOR YOUR RECORDS.

I DECLARE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I FURTHER DECLARE THAT I AM AUTHORIZED TO SIGN THIS REPORT FOR THIS ENTITY

AUTHORIZED SIGNATURE Charles Thomas Meade, Pres.

TITLE Pres TELEPHONE NO. 606-784-5451

THIS FORM HAS BEEN REVISED TO COMPLY WITH POSTAL REGULATIONS

PLEASE RETURN THIS COPY WITH FILING FEE

FOR OFFICE USE ONLY 10475 ✓

COMMONWEALTH OF KENTUCKY

SECRETARY OF STATE

Office of Secretary of State of Kentucky

ANNUAL REPORT OF CORPORATIONS

RECEIVED
MAY 22 1984

PLEASE READ ALL QUESTIONS CAREFULLY

5-0004
Commonwealth of Kentucky
346914

1. Name and mailing address of corporation:

Johnson County Gas Company, Inc.
P.O. Box 113
Van Lear, Ky. 41265

Report for 1980

State of Incorporation
and Home Address

Year Qualified or
Incorporated in Ky.

2. Is the mailing address of this corporation, as set out above, correct? No If not, please indicate the correct mailing address of this corporation: 865 Sparta Court
Lexington, Kentucky 40504

3. Is this corporation in existence and transacting business in Kentucky? Yes (If the answer is NO, please see instruction No. 2 on reverse side.)

4. Is the name of this corporation the same as set out above? Yes (If the answer is NO, please see instruction No. 3 on reverse side.)

5. Have the articles of incorporation been changed or amended? No (If the answer is YES, please see instruction No. 4 on reverse side.)

6. Has the registered agent or his address been changed? Yes (If the answer is YES, please see instruction No. 5 on reverse side.)

7. Is this a PROFESSIONAL SERVICE CORPORATION under KRS Chapter 274? No (If the answer is YES, please see instruction No. 6 on reverse side.)

ROBERT L GREGORY PRESIDENT
Signature of President or Vice President

Robert L. Gregory, President
Please Print or Type Name

[Signature]
Signature of Secretary or Assistant Secretary

Jack K. Daniels
Please Print or Type Name

This report is required by law to be filed annually before July 1st.

FILING FEE: Please refer to instruction No. 1 on reverse side.



BOB BABBAGE
SECRETARY OF STATE

REINSTATEMENT ANNUAL REPORT

REPORTS FOR 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995

FILING FEE DUE \$165.00

RECORD# 026094 DATE OF INCORPORATION 03/15/68

STATE OF INCORPORATION: KENTUCKY

REGISTERED AGENT & REGISTERED OFFICE ADDRESS
ROBERT L. GREGORY 865 SPARTA COURT LEXINGTON, KY 40504

(TO CHANGE AGENT OR AGENT'S ADDRESS, PLEASE FILE THE ENCLOSED STATEMENT OF CHANGE)

CORPORATE NAME
JOHNSON COUNTY GAS COMPANY, INC.

PRINCIPAL OFFICE ADDRESS
865 SPARTA COURT LEXINGTON, KY 40504

(TO CHANGE PRINCIPAL OFFICE ADDRESS ONLY: INSERT NEW ADDRESS BELOW)

Highway 321 N. Box 1107
Prestonsburg, Ky. 41653

RECEIVED & FILED
\$165.00
NOV 22 2 45 PM '95
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

Please print or type the names and business address of the corporations directors and principal officers. Attach a continuation sheet if necessary. If you are the only officer, denote sole officer by your name and address:

President: Estill B. Branham (sole officer), Box 1107, Prestonsburg, KY 41653

Vice President:

Secretary:

Treasurer:

Directors: Bruce Ferguson, 1024 Capital Center Drive, Frankfort, KY 40601-8204

Jerry Crouch, 2001 Mercer Road, Box 14241, Lexington, KY 40512

(PROFESSIONAL SERVICE CORPORATIONS ONLY IN ADDITION TO THE DIRECTORS & PRINCIPAL OFFICERS, YOU MUST ALSO LIST THE NAMES & ADDRESSES OF ALL THE SHAREHOLDERS.)

I verify that the information contained in the annual report is current and that I am authorized to sign this report on behalf of the corporation.

SIGNATURE Estill Branham TITLE President

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III, SECRETARY OF STATE
ANNUAL REPORT

(See Reverse Side for Filing Instructions)

RECORD # 0026094

DUE JUNE 30, 1998

(4) FILING FEE

\$15.00

MAY 7

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

JOHNSON COUNTY GAS COMPANY, INC.

PO BOX 339
HIGHWAY 23
HAROLD KY 41635

RECEIVED
MAY 22 1998

RECEIVED

MAR 26 1998

SECRETARY OF STATE
COMMONWEALTH OF KY

(5) STATE OR COUNTRY OF INCORPORATION

KY

(2) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

[Empty box for principal office address change]

(6) DATE OF INCORPORATION OR DATE AUTHORIZED TO TRANSACT BUSINESS

02/14/1980

(3) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Changes made to the registered agent or registered office cannot be made in #3. Complete #7 to request a form if information in #3 has changed.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD KY 41635

(7) PLEASE MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

[Empty lines for statement of change of agent or office]

(8) PRINCIPAL OFFICERS Please type or print the names and business addresses of the corporation's principal officers. (See reverse side for instructions)

IF SOLE OFFICER, PLEASE CHECK

PRESIDENT <u>Bud Rife</u>	<u>P.O. Box 339 Harold, Ky 41635</u>
VICE PRESIDENT _____	Address _____
SECRETARY _____	Address _____
TREASURER _____	Address _____

(9) DIRECTORS Please type or print the names and business addresses of the corporation's directors. (See reverse side for filing instructions)

IF PROFIT CORPORATION THAT HAS DISPENSED WITH ITS BOARD, PLEASE CHECK

Name _____	Address _____
Name _____	Address _____
Name _____	Address _____
Name _____	Address _____

I VERIFY THAT INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

AUTHORIZED SIGNATURE Bud Rife TITLE President DATE 3/23/98

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III, SECRETARY OF STATE
ANNUAL REPORT
(See Reverse Side for Filing Instructions)

RECORD # 0026094

DUE JUNE 30, 1999

(4) FILING FEE

\$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS
JOHNSON COUNTY GAS COMPANY, INC.

PO BOX 339
HIGHWAY 23
HAROLD KY 41635

(5) STATE OR COUNTRY OF INCORPORATION

KY

(2) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

(6) DATE OF INCORPORATION OR DATE
AUTHORIZED TO TRANSACT BUSINESS

03/15/1968

(3) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Changes made to the registered agent or the registered office shall be made by filing a
Completion of Change of Agent or Office form with the Secretary of State.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD KY 41635

(7) MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

RECEIVED
APR 13 1999
SECRETARY OF STATE
COMMONWEALTH OF KY

(8) PRINCIPAL OFFICERS If the corporation has previously filed an annual report verify the names & titles of officers listed below. Please note any additions to or changes in the principal officers and give the address for each person listed. If (8) is blank, type or print the names & business addresses of the current principal officers. If sole officer, please note.

Sole Officer	Bud Rife	<i>P.O. Box 339 Harold, Ky 41635</i>
		Address
		Address
		Address
		Address
		Address

(9) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with directors. Nonprofit corporations must list three (3) or more directors.

Name	Address
Name	Address
Name	Address
Name	Address

I VERIFY THAT INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

AUTHORIZED SIGNATURE

Bud Rife

TITLE

President

DATED

4/8/99

Visit <http://www.sos.state.ky.us> for instructions on filing the annual report over the Internet

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III, SECRETARY OF STATE
SIXTY (60) DAY NOTIFICATION AND ANNUAL REPORT
SEPTEMBER 1, 2000

RECORD # 0026094

(1) EXACT CORPORATE NAME
JOHNSON COUNTY GAS COMPANY, INC.

(2) FILING FEE \$15.00

(3) STATE OR COUNTRY OF INCORPORATION
KY

(4) CURRENT REGISTERED AGENT & REGISTERED OFFICE ADDRESS

(5) CURRENT PRINCIPAL OFFICE ADDRESS

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

(6) MAIL A STATEMENT OF CHANGE FORM TO

(7) PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

Two empty rectangular boxes for change of address information. A 'RECEIVED' stamp is visible over the boxes, dated OCT 17 2000, from the SECRETARY OF STATE, COMMONWEALTH OF KY.

(8) PRINCIPAL OFFICERS If the corporation has previously filed an annual report, verify the names & titles of officers listed below. Please note any additions to or changes in the principal officers and give the address for each person listed. If (8) is blank, type or print the names & business addresses of the current principal officers. If sole officer, please note.

Sole officer Bud Rife

Table with 2 columns: Name, Address. One row is filled with 'Bud Rife' and his address.

(9) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the profit corporation has dispersed with directors. Nonprofit corporations must list three (3) or more directors. A nonprofit religious society corporation may list the names and addresses of its board of trustees.

Table with 2 columns: Name, Address. No rows are filled.

I VERIFY THAT INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

TITLE

DATE

10-12-00

THE ABOVE NAMED CORPORATION IS PAST DUE IN FILING ITS 2000 ANNUAL REPORT. IN ORDER TO AVOID ADMINISTRATIVE DISSOLUTION OR REVOCATION OF CERTIFICATE OF AUTHORITY, THE ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE WITHIN SIXTY (60) DAYS FROM THE DATE OF THIS NOTICE. (ON OR BEFORE 4:30 P.M., 10/31/00) THE CORPORATION MAY COMPLETE THIS FORM AS ITS ANNUAL REPORT.

If changes have occurred to the registered agent and/or registered office address listed in #4, complete #6 and provide the address to which the form is to be mailed. Changes to the information in #4 cannot be made on this report. If a change has occurred to the principal office address listed in #5, print the new principal office address in #7.

Mail the completed annual report and correct filing fee as indicated in #2 to: John Y. Brown III, Secretary of State, P O Box 1150, Frankfort, KY 40602-1150. Make check payable to the "Kentucky State Treasurer". For further information, please call (502) 564-2848, press 2 and then press 1.

Visit <http://www.sos.state.ky.us/arponline>
for instructions on filing this annual
report over the Internet

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III, SECRETARY OF STATE
ANNUAL REPORT
(See Reverse Side for Filing Instructions)

RECORD # 0026094

DUE JUNE 30,

2001

(4) FILING FEE

\$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

(5) STATE OR COUNTRY OF INCORPORATION

KY

(2) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

(6) DATE OF INCORPORATION OR DATE
AUTHORIZED TO TRANSACT BUSINESS

03/15/1968

(3) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Changes made to the registered agent or registered office cannot be made on this form.
Complete (7) to request a form to be mailed or download form from web site.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

(7) MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

(8) PRINCIPAL OFFICERS If the corporation has previously filed an annual report, verify the names & titles of officers listed below. Please note any additions to or changes in the principal officers and give the address for each person listed. If (8) is blank, type or print the names & business addresses of the current principal officers. If sole officer, please note.

Sole officer	Bud Rife	PO. Box 155, Harold, Ky 41635
		Address
		Address
		Address
		Address
		Address

(9) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with directors. Nonprofit corporations must list three (3) or more directors.

Name	Address
Name	Address
Name	Address
Name	Address

I VERIFY THAT INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

Signature of Officer or Chairman of the Board

TITLE Sole Officer

DATED 4-11-01

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III, SECRETARY OF STATE

ANNUAL REPORT

(See Reverse Side for Filing Instructions)

Visit
<http://www.kysos.com/arponline>
for instructions on filing this annual
report over the Internet

RECORD # 0026094

DUE JUNE 30, 2002

(4) FILING FEE

\$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

(5) STATE OR COUNTRY OF INCORPORATION

KY

(2) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

[Empty box for principal office address change]

(6) DATE OF INCORPORATION OR DATE
AUTHORIZED TO TRANSACT BUSINESS

03/15/1968

(3) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Changes made to the registered agent or registered office cannot be made on this form.
Complete (7) to request a form to be mailed or download form from web site

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

(7) MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

[Form for mailing statement of change of agent or office to Secretary of State, Commonwealth of KY]

(8) PRINCIPAL OFFICERS If the corporation has previously filed an annual report, verify the names & titles of officers listed below. Please note any additions to or changes in the principal officers and give the address for each person listed. If (8) is blank, type or print the names & business addresses of the current principal officers. If sole officer, please note

Table with columns for Name, Title, and Address. Handwritten entry: Sole officer Bud Rife, P.O. Box 339 Harold, KY 41635

(9) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with directors. Nonprofit corporations must list three (3) or more directors.

Table with columns for Name and Address for listing directors.

I VERIFY THAT INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

Bud Rife
Signature of Officer or Chairman of the Board

TITLE Owner/President DATED 2/22/02

Visit
http://www.kysos.com/arponline
for instructions on filing this annual
report over the Internet

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III, SECRETARY OF STATE
ANNUAL REPORT
(See Reverse Side for Filing Instructions)

RECORD # 0026094

DUE JUNE 30, 2003

(4) FILING FEE
\$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

APR 22 2003

(5) STATE OR COUNTRY OF INCORPORATION

KY

(2) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

(6) DATE OF INCORPORATION OR DATE
AUTHORIZED TO TRANSACT BUSINESS

03/15/1968

(3) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Changes made to the registered agent or registered office cannot be made on this form.
Complete (7) to request a form to be mailed or download form from web site.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

(7) MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

(8) PRINCIPAL OFFICERS If the corporation has previously filed an annual report, verify the names & titles of officers listed below. Please note any additions to or changes in the principal officers and give the address for each person listed. If (5) is blank, type or print the names & business addresses of the current principal officers. If sole officer, please note.

Sole officer	Bud Rife	P.O. Box 339	Harold, KY 41635
		Address	
		Address	
		Address	
		Address	
		Address	

(9) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with directors. Nonprofit corporations must list three (3) or more directors.

Name	Address
Name	Address
Name	Address
Name	Address

I VERIFY THAT INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

Bud Rife

TITLE Owner

DATED 4-18-03



0026094

COMMONWEALTH OF KENTUCKY
TREY GRAYSON, SECRETARY OF STATE
ANNUAL REPORT

(See Reverse Side for Filing Instructions)

You can file your annual report
online using a credit card. Visit
our web site at www.kysos.com

RECORD # 0026094

DUE JUNE 30, 2004

(4) FILING FEE

\$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

RECEIVED

MAR 09 2004

SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

(5) STATE OR COUNTRY OF INCORPORATION

KY

(6) DATE OF INCORPORATION OR DATE
AUTHORIZED TO TRANSACT BUSINESS

03/15/1968

(2) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

[Empty box for principal office address change]

(3) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Changes made to the registered agent or registered office cannot be made on this form.
Complete (7) to request a form to be mailed or download form from web site.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

(7) MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

[Empty lines for mailing statement of change of agent or office to]

(8) PRINCIPAL OFFICERS If the corporation has previously filed an annual report, verify the names & titles of officers listed below. Please note any additions to or changes in the principal officers and give the address for each person listed. If (8) is blank, type or print the names & business addresses of the current principal officers. If sole officer, please note.

Sole Officer	Bud Rife	P.O. Box 339	Harold, KY 41635
		Address	
		Address	
		Address	
		Address	
		Address	

(9) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with directors. Nonprofit corporations must list three (3) or more directors.

Name	Address
Name	Address
Name	Address
Name	Address

I VERIFY THAT THE INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

Bud Rife

Signature of Officer or Chairman of the Board

TITLE *Owner*

DATED *3-2-04*

You can file your annual report online using a credit card or prepaid account. Visit our web site at www.kysos.com

COMMONWEALTH OF KENTUCKY
TREY GRAYSON, SECRETARY OF STATE
ANNUAL REPORT
DUE JUNE 30, 2005



0026094

ORGANIZATION ID #
0026094

STATE OR COUNTRY OF INCORPORATION
KY

ORGANIZATION DATE: 03/15/1968

FILING FEE \$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

SECRETARY OF STATE
COMMONWEALTH OF KY

(3) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

RECEIVED

FEB 22 2005

(2) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Changes made to the registered agent or registered office cannot be made on this form. Complete (4) to request a form to be mailed or download form from web site.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

SECRETARY OF STATE

COMMONWEALTH OF KY

(4) MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

(5) PRINCIPAL OFFICERS If the corporation has previously filed an annual report, verify the names and titles of officers listed below. Please note any additions to or changes in the principal officers and give the business address for each person listed. If (5) is blank, type or print the names and business addresses of the current principal officers. If sole officer, please note. The annual report will be returned if business addresses are not listed.

Sole Officer: Bud Rife - President	Address
Flowers	Address
	Address
	Address
	Address

(6) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with (KRS 271B.8-010(3)). Nonprofit corporations must list three (3) or more directors (KRS 273.211). The annual report will be returned if business addresses are not listed

Name	Address
Name	Address
Name	Address
Name	Address

(7) Check here if you are a cooperative corporation

I VERIFY THAT THE INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

Bud Rife TITLE President DATED 2-16-05
Signature of Officer or Chairman of the Board

ANNUAL REPORT AND FILING FEE

Submit for filing the completed annual report form and correct filing fee as indicated above. Make check payable to the "Kentucky State Treasurer". Please not send cash.

MAILING ADDRESS

Trey Grayson
Secretary of State
P O Box 1150
Frankfort, KY 40602-1150

OFFICE LOCATIONS

Secretary of State
State Capitol, Room 154
700 Capital Avenue
Frankfort, KY 40601
(502)-564-2848

Secretary of State
363 Versailles Road
Frankfort, KY 40601
(502)-573-0265

NOTE: P O Box 1150 is for annual report filings only.

You can file your annual report online using a credit card or prepaid account. Visit our web site at sos.ky.gov/annualreports

COMMONWEALTH OF KENTUCKY
TREY GRAYSON, SECRETARY OF STATE
ANNUAL REPORT
DUE JUNE 30, 2006



0026094

ORGANIZATION ID #
0026094

STATE OR COUNTRY OF INCORPORATION

KY

ORGANIZATION DATE

03/15/1968

FILING FEE

\$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

RECEIVED
MAY 03 2006

(3) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

[Empty box for principal office address change]

(2) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS
Changes made to the registered agent or registered office cannot be made on this form. Complete (4) to request a form to be mailed or download form from web site.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

(4) MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

[Empty box for statement of change of agent or office]

(5) PRINCIPAL OFFICERS If (5) is blank, type or print the names and business addresses of the current principal officers. If sole officer, please note. The annual report will be returned if business addresses are not listed. If the corporation has previously filed an annual report, verify the names and titles of officers listed below. Please note any additions to or changes in the principal officers and give the business address for each person listed.

President	Bud Rife	US 23, PO Box 339, HAROLD, KY 41635
		Address
		Address
		Address
		Address
		Address

(6) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with (KRS 271B.8-010(3)). Nonprofit corporations must list three (3) or more directors (KRS 273.211). The annual report will be returned if business addresses are not listed.

Bud Rife	PO Box 339, Harold, KY 41635
Name	Address
Name	Address
Name	Address
Name	Address

(7) Check here if you are a cooperative corporation or association organized under KRS 272.
Check here if you are a rural electric or rural telephone cooperative corporation organized under KRS 279.

I VERIFY THAT THE INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

Bud Rife
Signature of Officer or Chairman of the Board

Bud Rife
Type or Print Name

Manager
Title

4-24-06
Date

ANNUAL REPORT AND FILING FEE

Submit for filing the completed annual report form and correct filing fee as indicated above. Make check payable to the "Kentucky State Treasurer". Please not send cash.

MAILING ADDRESS

Trey Grayson
Secretary of State
P O Box 1150
Frankfort, KY 40602-1150

OFFICE LOCATION

Secretary of State
State Capitol, Room 154
700 Capital Avenue
Frankfort, KY 40601
(502)-564-2848

NOTE: P O Box 1150 is for annual report filings only.

You can file your annual report online using a credit card or prepaid account. Visit our web site at sos.ky.gov/annualreports

COMMONWEALTH OF KENTUCKY
TREY GRAYSON, SECRETARY OF STATE
ANNUAL REPORT
DUE JUNE 30, 2007



0026094

ORGANIZATION ID #
0026094

STATE OR COUNTRY OF INCORPORATION

KY

ORGANIZATION DATE

03/15/1968

FILING FEE

\$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

(3) THE PRINCIPAL OFFICE ADDRESS IS HEREBY CHANGED TO

[Empty box for principal office address change]

RECEIVED
MAY 07 2007
OFFICE OF THE SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

(2) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS
Changes made to the registered agent or registered office cannot be made on this form. Complete (4) to request a form to be mailed or download form from web site.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

(4) MAIL A STATEMENT OF CHANGE OF AGENT OR OFFICE TO

[Empty box for statement of change of agent or office]

(5) PRINCIPAL OFFICERS If (5) is blank, type or print the names and business addresses of the current principal officers. If sole officer, please note. The annual report will be returned if business addresses are not listed. If the corporation has previously filed an annual report, verify the names and titles of officers listed below. Please note any additions to or changes in the principal officers and give the business address for each person listed.

President	Bud Rife	PO Box 155, Harold, Ky 41635
		Address
		Address
		Address
		Address
		Address

(6) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with (KRS 271B.8-010(3)). Nonprofit corporations must list three (3) or more directors (KRS 273.211). The annual report will be returned if business addresses are not listed.

Name	Address
Name	Address
Name	Address
Name	Address

(7) Check here if you are a cooperative corporation or association organized under KRS 272.

Check here if you are a rural electric or rural telephone cooperative corporation organized under KRS 279.

I VERIFY THAT THE INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

Bud Rife Signature of Officer or Chairman of the Board
Bud Rife Type or Print Name
President Title
4-25-07 Date

ANNUAL REPORT AND FILING FEE

Submit for filing the completed annual report form and correct filing fee as indicated above. Make check payable to the "Kentucky State Treasurer". Please not send cash.

MAILING ADDRESS
Trey Grayson
Secretary of State
P O Box 1150
Frankfort, KY 40602-1150

OFFICE LOCATION
Secretary of State
State Capitol, Room 154
700 Capital Avenue
Frankfort, KY 40601
(502)-564-2848

NOTE: P O Box 1150 is for annual report filings only.

You can file your annual report online using a credit card or prepaid account. Visit our web site at sos.ky.gov/annualreports

COMMONWEALTH OF KENTUCKY
TREY GRAYSON, SECRETARY OF STATE
ANNUAL REPORT
DUE JUNE 30, 2008



0026094

ORGANIZATION ID #
0026094

STATE OR COUNTRY OF INCORPORATION

KY

ORGANIZATION DATE

03/15/1968

FILING FEE

\$15.00

(1) EXACT CORPORATE NAME AND CURRENT PRINCIPAL OFFICE ADDRESS

Changes made to the principal office address cannot be made on this form. Check (3)A to request a form to be mailed or download the form from our web

JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HIGHWAY 23
HAROLD, KY 41635

RECEIVED

FEB 27 2008

SECRETARY OF STATE
COMMONWEALTH OF KY

(2) CURRENT REGISTERED AGENT AND REGISTERED OFFICE ADDRESS

Changes made to the registered agent or registered office cannot be made on this form. Complete (3) to request a form to be mailed or download form from web site.

BUD RIFE
U.S. 23, P. O. BOX 339
HAROLD, KY 41635

- (3) A. Statement of Change of Designated or Principal Office Address Form
B. Statement of Change of Registered Agent or Registered Office Form
MAIL FORM TO

(4) PRINCIPAL OFFICERS If (5) is blank, type or print the names and business addresses of the current principal officers. If sole officer, please note. The annual report will be returned if business addresses are not listed. If the corporation has previously filed an annual report, verify the names and titles of officers listed below. Please note any additions to or changes in the principal officers and give the business address for each person listed.

President	Bud Rife	Address
		Address
		Address
		Address
		Address

(5) DIRECTORS Type or print the names and business addresses of the corporation's directors. No listing of directors is verification that the corporation has dispensed with directors (KRS 271B.8-010(3)). Nonprofit corporations must list three (3) or more directors (KRS 273.211). The annual report will be returned if business addresses are not listed.

Name	Address
Name	Address
Name	Address
Name	Address

- (6) Check here if you are a cooperative corporation or association organized under KRS 272.
Check here if you are a rural electric or rural telephone cooperative corporation organized under KRS 279.

I VERIFY THAT THE INFORMATION IN THIS ANNUAL REPORT IS CURRENT AS OF THE DATE THIS REPORT IS EXECUTED.

Bud Rife Bud Rife President 2/8/08
Signature of Officer or Chairman of the Board Type or Print Name Title Date

ANNUAL REPORT AND FILING FEE

Submit for filing the completed annual report form and correct filing fee as indicated above. Make check payable to the "Kentucky State Treasurer". Please do not send cash.

MAILING ADDRESS
Trey Grayson
Secretary of State
P O Box 1150
Frankfort, KY 40602-1150

OFFICE LOCATION
Secretary of State
State Capitol, Room 154
700 Capital Avenue
Frankfort, KY 40601
(502)-564-2848

NOTE: P O Box 1150 is for annual report filings only.

Org ID:
0026094



60 Day Notice Annual Report
September 1, 2009

State: KY Fee: \$15.00

0026094

Must be received by November 2, 2009
JOHNSON COUNTY GAS COMPANY, INC.

Principal Office
Registered Agent

PO BOX 339, HIGHWAY 23, HAROLD KY 41635
BUD RIFE, U.S. 23, P. O. BOX 339, HAROLD KY 41635

Officers with titles

President BUD RIFE, PO BOX 339, HIGHWAY 23, HAROLD, KY 41635

All organizations must list at least one officer.

Directors

Sign below and return to the Secretary of State's office with the required filing fee.

RECEIVED

SEP 15 2009

SECRETARY OF STATE
COMMONWEALTH OF KY

President

9/9/09

Signature of officer or chairman of the board

Title

Date

Org ID: 0026094



2010 Annual Report
Due June 30, 2010

State: KY Fee: \$15.00
0026094

JOHNSON COUNTY GAS COMPANY, INC.

Principal Office
Registered Agent

PO BOX 339, HIGHWAY 23, HAROLD KY 41635
BUD RIFE, U.S. 23, P. O. BOX 339, HAROLD KY 41635

List the name, address and title of all current officers. All organizations must list at least one (1) officer, even in the case of a sole officer.

President BUD RIFE
P.O. Box 339
Harold, KY 41635

RECEIVED

JUN 24 2010

List the name and address of all directors (if applicable)

Bud Rife
P.O. Box 339
Harold, KY 41635

SECRETARY OF STATE
COMMONWEALTH OF KY

SAVE TIME FILE ONLINE: www.sos.ky.gov/orgsearch OR
sign and return to the Office with the required \$15.00 filing fee no later than June 30, 2010.

Signature of officer or chairman of the board (Required)

Title (Required)

Date (Required)

[Handwritten Signature]

President

6/23/10

Org ID: 0026094



2011 Annual Report
Due June 30, 2011

State: KY Fee: \$15.00
0026094

JOHNSON COUNTY GAS COMPANY, INC.

Shaded items cannot be changed on this card.

Principal Office PO BOX 339, HIGHWAY 23, HAROLD KY 41635
Registered Agent BUD RIFE, U.S. 23, P. O. BOX 339, HAROLD KY 41635

List the name, address and title of all current officers. All organizations must list at least one (1) officer, even in the case of a sole officer. Addresses default to principal office unless otherwise specified.

President BUD RIFE
Secretary

List the name and address of all directors (if applicable)

Director BUD RIFE

Avoid a penalty fee of \$100 by filing online at www.sos.ky.gov/orgsearch OR sign and return to the Office with the required \$15.00 filing fee no later than June 30, 2011.

X Bud Rife President 10/20/11
Signature of officer or chairman of the board (Required) Title (Required) Date (Required)

Customer Notice of Proposed Rate Adjustment and Verification of Notice

**NOTICE OF APPLICATION OF
JOHNSON COUNTY GAS
TO ADJUST RATES FOR GAS SERVICE
BEFORE THE PUBLIC SERVICE COMMISSION OF
THE COMMONWEALTH OF KENTUCKY**

Johnson County Gas has filed an application with the Public Service Commission of the Commonwealth of Kentucky seeking approval to adjust its rates for gas service within its designated service territory in the Commonwealth of Kentucky. If Johnson County Gas's application is accepted, monthly gas bills from Johnson County Gas will be affected as follows:

	Residential Customers	Commercial Customers
Amount of Increase Requested	\$1.10/Mcf (8%)	\$1.10/Mcf (8.5%)
Present Rates	\$13.64/Mcf	\$12.99/Mcf
Proposed Rates	\$14.74/Mcf	\$14.09/Mcf
Average Customer Bill Increase	\$4.70/month	\$4.70/month

Additionally, the minimum monthly charge is increasing from 1 Mcf per customer per month to 2 Mcf per customer per month.

The rates contained in this notice are the rates proposed by Johnson County Gas, but the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice. Any corporation, association, or person with a substantial interest in the matter may submit a written request to intervene in the proceedings at the Public Service Commission. Copies of Johnson County Gas's application may be obtained at no charge from Johnson County Gas at 497 George Road, Betsy Layne, KY 41605 and the application and all documents filed with the Public Service Commission may be viewed and downloaded at the Public Service Commission's website at <http://psc.ky.gov>.

“Reasons for Application” Attachment

The reason Johnson County Gas Company has applied for a rate adjustment is that the company is in bankruptcy and needs to increase revenue in order to continue to provide service to its customers. For additional information, see the Johnson County Gas Company bankruptcy documents attached as Exhibit 1 to this application.

“Current and Proposed Rates” Attachment

	Residential Customers	Commercial Customers
Amount of Increase Requested	\$1.10/Mcf (8%)	\$1.10/Mcf (8.5%)
Present Rates	\$13.64/Mcf	\$12.99/Mcf
Proposed Rates	\$14.74/Mcf	\$14.09/Mcf
Average Customer Bill Increase	\$4.70/month	\$4.70/month

**“Statement of Adjusted Operations”
Attachment**

See the Johnson County Gas Company bankruptcy documents attached as Exhibit 1 to this application.

**“Revenue Requirements Calculation”
Attachment**

See the Johnson County Gas Company bankruptcy documents attached as Exhibit 1 to this application.

“Billing Analysis” Attachment

	Residential Customers	Commercial Customers
Amount of Increase Requested	\$1.10/Mcf (8%)	\$1.10/Mcf (8.5%)
Present Rates	\$13.64/Mcf	\$12.99/Mcf
Proposed Rates	\$14.74/Mcf	\$14.09/Mcf
Average Customer Bill Increase	\$4.70/month	\$4.70/month

Depreciation Schedule

See the documents attached as Exhibit 2 to this application.

Outstanding Debt Instruments

See the Johnson County Gas Company bankruptcy documents attached as Exhibit 1 to this application.

State Tax Return

See the documents attached as Exhibit 2 to this application.

Federal Tax Return

See the documents attached as Exhibit 2 to this application.

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
PIKEVILLE DIVISION**

IN RE:

CHAPTER 11

JOHNSON COUNTY GAS COMPANY, INC.

Case No. 11-70410

DEBTOR

PLAN OF REORGANIZATION

Comes the Debtor, **JOHNSON COUNTY GAS COMPANY, INC.**, ("Debtor") and proposes this Plan of Reorganization ("**Plan**") pursuant to Bankruptcy Code §1121(a).

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ARTICLE 1
Definitions

Unless otherwise stated, all terms not defined herein shall have the meaning set forth in the Code and the Bankruptcy Rules. Where there is a conflict between the defined terms herein and any terms in the Code or the applicable Bankruptcy Rules, the definitions herein shall control; the rules of construction of same shall be governed by 11 U.S.C. §102. The following terms when used in the Plan shall have the meanings set forth in this Article:

1.1 “Administrative Expense Claim” shall mean any cost or expense of administration of the Case allowable under Code §503(b) and under the procedural terms set forth in Article 2 of this Plan, and entitled to priority under §507(a)(1) or §507(b) incurred after the Petition Date and prior to the Effective Date and shall include any actual necessary expenses of preserving or liquidating property in the Case and in the context of the Plan, including Professionals’ fees and expenses, payable from the Distribution Proceeds.

1.2 “Allowed Claim” shall mean a Claim against the Debtor allowable under Code §502 to the extent that (a) such Claim shall have been listed by the Debtor in the Schedules as liquidated in amount, undisputed and not contingent; or (b) a Proof of Claim shall have been timely filed, deemed filed, or, with leave of Court or without objection by the Debtor or any Creditor, late-filed, and as to which either (i) a timely objection is not filed which (if granted) would affect the distribution to the Creditor asserting such Claim or (ii) such Proof of Claim is allowed by a Final Order; (c) such Claim is a Disputed Claim which has become an Allowed Claim in conformity with the provisions of Article 9 of this Plan; or (d) an Administrative Expense Claim allowed pursuant to the terms of this Plan. Where there is a Claim allowed by the terms of this Plan, the terms of this Plan shall govern for all purposes of allowance. The term Allowed, when followed by a reference to a claim of a certain kind, shall mean an Allowed Claim of that kind of Claim. The term “Allowed Secured Claim” shall mean a Secured Creditor holding an Allowed Claim.

1.3 “Assets” shall mean all the Debtor’s (a) assets listed in the Schedules and (b) any asset not listed therein but later discovered to be owned by the Debtor.

1.4 “Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure, as may be amended and as supplemented by any local bankruptcy rules adopted by the Court.

1.5 “Bar Date” shall mean the final date for filing a Proof of Claim as set forth in Section 8.1 of this Plan.

1.6 “Business Day” shall mean any day on which national banks are open to carry on their ordinary commercial banking business in the Commonwealth of Kentucky.

1.7 “Case” shall mean this Chapter 11 case, No. 11-70410, commenced under the provisions of the Code on June 27, 2011, in the Court under the Debtor’s name as a Debtor-in-Possession.

1.8 “Claim” shall mean the same as “claim” as defined in Code §101(5), if such claim against the Debtor were in existence on or as of the Petition Date. The term Claim, when preceded by a reference to a Class of Claims, shall mean a Claim of that Class.

1.9 “Claimant” shall mean the holder of a Claim.

1.10 “Class” shall mean a category of Claims that are substantially similar to other Claims in such Class.

1.11 “Code” shall mean the United States Bankruptcy Code set forth in Title 11, United States Code, as amended.

1.12 “Commonwealth of Kentucky, Department for Local Government” shall mean that certain Secured Creditor who holds a Claim against the Debtor as shown by Proof of Claim No. 5 filed on August 8, 2011 in the amount of \$1,984,429.80; it shall have an Allowed Secured Claim to the extent of the value of its collateral, hereby fixed at \$65,000.00 in Class 2-B, and it shall have an Allowed Deficiency Claim of \$1,918,429.80 in Class 3.

1.13 “Confirmation” shall mean the entry of an Order by the Court approving or confirming this Plan.

1.14 “Confirmation Date” shall mean the date upon which an Order of Confirmation is entered by the Court confirming this Plan.

1.15 “Confirmation Order” or “Order of Confirmation” shall mean the Order entered by the Court confirming this Plan.

1.16 “Counsel” shall mean W. Thomas Bunch, W. Thomas Bunch II and other attorneys at Bunch & Brock, Lexington, Kentucky, appointed by the Court to represent the Debtor and Debtor-in-Possession and who will continue to represent the Debtor after Confirmation of the Plan.

1.17 “Court” and “Court Order” shall mean the United States Bankruptcy Court for the Eastern District of Kentucky, Pikeville Division, including the United States Bankruptcy Judge presiding in this case or such other court having jurisdiction over this Case. When “Court Order” or “Order” is used herein, they shall mean an order issued by the Court and entered in the Court’s record.

1.18 "Creditor" shall mean the holder of a Claim. The term Creditor, when preceding a reference to a Class of Claims, shall mean a Creditor in its capacity as a holder of a Claim of that Class.

1.19 "Debtor" shall mean Johnson County Gas Company, Inc.

1.20 "Deficiency Claim" shall mean the unsecured portion of a Secured Claim as determined by Code §506(a), which Deficiency Claim shall become a Class 3 Unsecured Claim.

1.21 "Disbursing Agent" shall mean W. Thomas Bunch II, Counsel for the Debtor, or another member of his law firm of Bunch & Brock, but if none of them are able or willing to act as such or are removed by the Court, such person as appointed by the Court.

1.22 "Disclosure Statement" shall mean that certain document styled "Disclosure Statement to Accompany Debtor's Plan of Reorganization," required to be filed by the Debtor by Code §1125, upon which the Impaired Classes of Creditors will rely in determining their vote for or against this Plan.

1.23 "Distribution Proceeds" shall mean (a) the Surplus Income; (b) \$75,000 of the Equity Contribution; (c) Tax Refunds, if any; and (d) the Prosecutable Claims Proceeds, if any.

1.24 "Disputed Claim" shall mean a Claim, or a portion of a Claim, which is not an Allowed Claim on the Effective Date or thereafter.

1.25 "Effective Date" shall mean the date fifteenth (15) day after the date of the entry of an Order of Confirmation by the Court; [I] provided, however, that (a) if the fifteenth (15th) day following the Confirmation Date falls on a day that is not a Business Day or a Saturday or Sunday, then the Effective Date shall be the second Business Day thereafter, and (b) if any act required to be performed on the Effective Date, or any condition required to exist on the Effective Date, cannot be performed or made to exist on the fifteenth (15th) day after the Confirmation Date due to the existence of a Court order staying or otherwise precluding execution of the Plan or any part thereof, then the Effective Date shall be the fifteenth (15th) day after the later of the date on which the order staying or otherwise precluding execution of the Plan or any part thereof has been nullified, vacated or otherwise modified, or the date on which the appeal and any further appeals have been resolved and the time for any further appeal has expired; and [II] further provided, however, that the Kentucky PSC has approved the Debtor's "Rate Case" to increase the revenues of the Debtor by an amount to sufficiently to provide for the repayment terms described in this Plan; and [III] further provided, however, that the Equity Interestholder has paid the Equity Contribution to the Debtor.

1.26 "Entity" shall mean a Person.

1.27 "Equity Contribution" shall mean the cash contribution by the Equity Interestholder of \$100,000.00 made in conformity with the terms of this Plan.

1.28 "Equity Interest" shall mean that certain 100% ownership of Bud Rife in the shares of the stock of the Debtor which has been valued for purposes of the Plan at \$10,000.00.

1.29 "Equity Interestholder" shall mean Bud Rife.

1.30 "Final Order" shall mean an order of the Court that has been declared final and appealable by the Court.

1.31 "Grace Period(s)" shall mean a period of ninety (90) days after each quarterly payment becomes due and payable to the Disbursing Agent for the Debtor to defer up to but no more than four (4) quarterly payments of Surplus Income or any part thereof, which deferral or deferrals, shall not be forgiven or remitted, but shall accrue and be made up after the lapse of the Term by adding one or more, but not to exceed, four (4) extra quarterly payments during which the deferred Surplus Income payments(s) or the unpaid portions thereof shall be paid to the Disbursing Agent. The Debtor has the right and option to replenish, replace or satisfy any 'used' or 'exercised' Grace Periods with excess income earned from the operation of the business by depositing such payment to the Disbursing Agent.

1.32 "Impaired Class" shall mean a Class of Claims which is impaired within the meaning of Code §1124.

1.33 "Johnson County Fiscal Court" shall mean that certain Secured Tax Creditor who is owed certain real property *ad valorem* taxes for prior tax years as shown by Proof of Claim No. 3 filed on July 8, 2011 in the amount of \$90,983.04 plus statutory interest; it shall hold an Allowed Secured Claim in the amount shown by said Proof of Claim in Class 2-A.

1.34 "Kentucky PSC" shall mean that certain Kentucky Public Service Commission having regulatory jurisdiction over the Debtor.

1.35 "Officer" shall mean Bud Rife.

1.36 "Person" shall include an individual, corporation, limited liability company, partnership, joint venture, trust, estate, unincorporated organization or a governmental unit or any agency or political subdivision thereof.

1.37 "Petition" shall mean the Debtor's petition, schedules and other required filings which have been filed in the Court's Record under Chapter 11 of the Code and any amendments or modifications thereto.

1.38 "Petition Date" shall mean the date and time of the filing of the Petition initiating this Case on June 27, 2011.

1.39 “Plan” shall mean this Chapter 11 plan proposed by the Debtor either in its present form or as it may be altered, amended, or modified.

1.40 “Post-Confirmation” shall mean an act or event that occurs, will occur, or occurred on or after the Confirmation Date.

1.41 “Post-Petition” shall mean an act or event that occurs, will occur, or occurred on or after the Petition Date.

1.42 “Pre-Petition” shall mean an act or event that occurred before the Petition Date.

1.43 “Priority Claims” shall mean those Claims allowable by Code §§ 507(a) and 503(b).

1.44 “Professionals” shall mean all attorneys, accountants, appraisers, examiners, consultants and other professional persons properly retained by the Debtor, whose appointments were approved and authorized by the Court and who performed professional services for or on behalf of the Debtor from the Petition Date through the Effective Date and whose services and expenses are subject to allowance by the Court under Code §330. The Debtor’s Professionals include the Debtor’s Counsel and Dinsmore & Shohl, LLP, and the Debtor’s accountant, Darrell Madden at Darrell Madden, CPA, PSC.

1.45 “Proof of Claim” shall mean Official Form 10 as is used in the Court as evidence of a Claim due a Creditor, properly filled-out, executed with supporting documentation, and filed with the Court on or before the deadlines fixed by Article 8 of this Plan.

1.46 “Pro Rata” shall mean proportionately so that the ratio of the amount of the distribution or payment made on account of an Allowed Claim to the amount of distribution or payment made on account of all Allowed Claims of the Class or category in which the particular Allowed Claim is included, is the same as the ratio of the amount of such Allowed Claim to the total amount of all Allowed Claims in such Class or category.

1.47 “Prosecutable Claims” shall mean all present and future rights, claims, remedies, defenses, setoffs, recoupments, interests, suits, actions, and proceedings belonging to or held by the Debtor and its estate against any Person, whether arising before or after the Petition Date, including but not limited to (a) the preference or fraudulent conveyance claims or other rights to recover money or property pursuant to Code §§ 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553; or (b) any and all other claims, causes of action, avoiding powers or remedies arising under the Code or any other state or federal law, rule or regulation, including those potential claims described in Section 6.6.

1.48 “Prosecutable Claims Proceeds” shall mean the proceeds from the collection of the Prosecutable Claims and which proceeds shall become Distribution Proceeds.

1.49 "Rate Case" shall mean that certain application for an increase of customer rates before the Kentucky PSC.

1.50 "Rejection Claim" shall mean a Claim resulting from the rejection of an "executory contract" or "unexpired lease" under Code §365, which rejection is provided for in this Plan, and which Rejection Claim shall become a Class 3 Unsecured Claim.

1.51 "Reorganized Debtor" shall mean the new entity which shall succeed the Debtor and which shall exist upon the entry of the Confirmation Order and which shall perform the Post-Confirmation duties as required by the Plan.

1.52 "Schedules" shall mean the Schedules of Assets and Liabilities, Statements of Affairs, Statements of Executory Contracts and Unexpired Leases (Docket No. 1), and all amendments thereto, filed by the Debtor in this Case.

1.53 "Secured Claim" shall mean the Claim of any Creditor who holds a validly perfected lien superior to the Code § 544 rights and status of the Debtor and which Secured Claim has value in the estate's interest in the property of the Debtor.

1.54 "Secured Creditor" shall mean a Creditor holding a Secured Claim.

1.55 "Surplus Income" shall mean the amount of net money determined quarterly by deducting from the Debtor's gross revenue (a) all current operating expenses incurred in the ordinary course of business, including, but not limited to, the cost of natural gas, U.S. Trustee's fees, *ad valorem* taxes, insurance, Professional's fees, and any Unclassified Claims, and (b) a cash reserve of \$15,000.00, which net amount as so determined shall become a part of the Distribution Proceeds available for distribution to the Creditors.

1.56 "Tax Claims" shall mean those Claims owed to the Tax Creditors.

1.57 "Tax Creditors" shall mean the holders of a Claim due to a governmental unit for taxes as defined in Code §523(a)(1).

1.58 "Tax Refunds" shall mean tax refunds received by Debtor for a tax year within the Term, if any, but in computing the Tax Refunds for each tax year the Debtor may offset any Federal tax liability against any state refund or vice versa as circumstances dictate.

1.59 "Term" shall mean that period of time that this Plan shall remain in full force and effect, fixed at 60 months beginning on a day that is the thirtieth day after the Effective Date, plus any applicable Grace Periods.

1.60 "Unsecured Claim" shall mean a Claim against the Debtor, which Claim is not secured by any collateral and which Claim is not entitled to any priority treatment under the

Code. Unsecured Claims shall include, but are not limited to the Allowed Rejection Claims and Allowed Deficiency Claims, but does not include any Subordinated Claims.

1.61 "Unsecured Creditor" shall mean a Creditor holding an Unsecured Claim.

1.62 "Unclassified Claims" shall mean those Claims described in Article 2 of this Plan.

1.63 "Working Capital" shall mean \$25,000 of the Equity Contribution to be held by the Debtor and used for continued business operations on a month-to-month basis.

ARTICLE 2

Treatment of Unclassified Claims

2.1 Allowed Administrative Expense Claims. Except to the extent the Disbursing Agent and the holder of an Allowed Administrative Expense Claim agree to a different treatment or except to the extent that the terms of this Plan provide otherwise, the Disbursing Agent shall pay (a) to each holder of an Allowed Administrative Claim an amount equal to its Allowed Administrative Expense Claim on a date which is no later than fifteen (15) days after the Effective Date of the Plan; and (b) the claimant of an Administrative Claim on a date which is no later than fifteen (15) days after the Effective Date of the Plan and after the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim by the entry of a Final Order.

2.2 U.S. Trustee Fees. The fees payable to the U.S. Trustee shall be paid by the Debtor on its quarterly disbursements as and when they become due pursuant to 28 U.S.C. §1930, and this obligation to pay such fees shall continue until the Case is either converted, dismissed, or closed, whichever event occurs first.

2.3 Requests for Allowance of Administrative Expense Claims. Except as set forth herein to the contrary, each Person, including each Professional, shall file an application for an allowance of an Administrative Expense Claim in conformity with the following Subsections:

2.3.1 Counsel. Counsel and other Professionals shall file an application for the allowance of fees and expenses on or before thirty (30) days following the Confirmation Date to obtain an allowance thereof. Such allowance, as determined by the Court, shall be paid from the pre-paid retainers held in escrow by such professionals or on a month-to-month basis out of operating revenue.

2.3.2 Other Administrative Expense Claimants. All other Administrative Expense Claimants not mentioned in Subsection 2.3.1 shall file an application for the allowance of an Administrative Expense Claim on or before thirty (30) days following the Confirmation Date to obtain an allowance thereof. Such allowance shall be paid by the Disbursing Agent from the Debtor's Distribution Proceeds in

accordance with Section 2.1 above. If such application is not timely filed such claim shall stand as disallowed and be forever barred from being filed. The Reorganized Debtor or any Creditor may object to any application and shall obtain a hearing date from the Court to determine such objection.

2.4 Post-Confirmation Kentucky PSC Reports. In connection with this Plan and all instruments issued in connection therewith, the Reorganized Debtor shall comply with all applicable administrative rules promulgated by the Kentucky PSC, including, but not limited to, the requirement to file quarterly and annual reports with said PSC.

2.5 Post-Confirmation Operating Expenses. In connection with this Plan and all instruments issued in connection therewith, the Reorganized Debtor shall pay all Operating Expenses in the ordinary course of its business as said expenses become due and payable.

ARTICLE 3 **Classification of Claims and Interests**

The Allowed Claims and the interests shall be classified as follows:

3.1 Class 1 (Small Unsecured Creditors) shall consist of the Allowed Unsecured Claims of the Creditors who are owed as of the Petition Date less than \$2,000 and any creditor in Class 3 who elects to be treated as a Small Unsecured Creditor to be paid a maximum of \$2,000.

3.2 Class 2 (Secured Claims) shall consist of three sub-classes for the Allowed Secured Claims of the Secured Creditors, as follows:

Class 2-A: Secured Claim of Johnson County Fiscal Court. Class 2-A shall consist of the Allowed Secured Claim of the Johnson County Fiscal Court secured by a tax lien upon all of the Debtor's 32 miles of gas pipeline in Johnson County. Class 2-A is senior to Class 2-B below.

Class 2-B: Secured Claim of the Commonwealth of Kentucky, Department for Local Government. Class 2-B shall consist of the Allowed Secured Claim of the Commonwealth of Kentucky, Department for Local Government secured by a first mortgage and fixture filing upon all of the Debtor's 32 miles of gas pipeline in Johnson County. Class 2-B is junior to the tax liens of Class 2-A.

Class 2-C: Secured Claim of Western Commerce Bank. Class 2-C shall consist of the Allowed Secured Claim of Western Commerce Bank of Carlsbad, NM which bank finances the Debtor's insurance premium for the general liability policy.

3.3 Class 3 (Unsecured Claims) shall consist of the holders of Allowed Unsecured Claims, except Class 3 shall not include the Allowed Unsecured Claims of Class 1.

3.4 Class 4 (Equity Interestholder) shall consist of the interests of the Equity Interestholder.

ARTICLE 4

Identification of Impaired Classes and Voting Classes

4.1 Impairment; Classes Entitled and Not Entitled to Vote. Class 2-C is not an Impaired Class and is not entitled to vote for or against acceptance of the Plan. Class 4 is not an Impaired Class and is not entitled to vote for or against acceptance of this Plan, but as the proponent of the Plan, shall conclusively be deemed to have voted for the Plan. Classes 1, 2-A, 2-B, and 3 are impaired and will be entitled to vote for or against the Plan.

4.2 Controversies. In the event of any controversy concerning the classification of any Claim or whether any Class of Claims is impaired under this Plan, the Court shall, after notice and hearing, determine such controversy.

ARTICLE 5

Treatment of Classes of Claims and Commitment of Debtor's Surplus Income

5.1 Distribution Proceeds. Pursuant to the time limitations set forth in Section 8.2 and 8.3, *infra*, the Distribution Proceeds shall be distributed to the Creditors in the order of the following priority:

5.1.1 Treatment of Class 1 – Small Unsecured Creditors. The Allowed Claims of Small Unsecured Creditors of no more than \$2,000 or any Creditor who desires to be paid a maximum of \$2,000 within thirty (30) days after the Effective Date may elect to be treated as a Class 1 Creditor. Any such Creditor in this Class shall have its Allowed Claim of less than \$2,000 paid in full or shall have its Allowed Claim in excess of \$2,000 paid to the maximum of \$2,000 if it elected to be treated in this Class.

5.1.2 Treatment of Class 2 – Secured Claims. The Allowed Claims of the Secured Creditors shall be paid, as follows:

Class 2-A Johnson County Fiscal Court: After payment in full of the Class 1 Creditors, the Class 2-A Creditor shall be paid by a lump-sum distribution of \$75,000 within thirty (30) days after the Effective Date of the Plan, with the unpaid balance plus statutory interest to be paid from the Surplus Income until this Creditor is paid in full. Class 2-A shall retain its lien until its Secured Claim

is paid in full, and shall thereafter execute and file a release of its lien(s) in the Johnson County Clerk's Office.

Class 2-B Commonwealth of Kentucky, Department for Local Government: After payment in full of Class 1 and Class 2-A Creditors, the Class 2-B Creditor shall be paid from the Surplus Income to the extent of its Allowed Secured Claim. The Class 2-B Creditor shall retain its mortgage and lien upon the Debtor's assets until the Allowed Secured Claim is paid in full, and shall thereafter execute and file a release of all liens in the Johnson County Clerk's Office. The unpaid balance of the Class 2-B Claim shall be treated as a Deficiency Claim in Class 3 (unless Class 2-B elects to be treated as a Class 1 Claimant).

Class 2-C Western Commerce Bank: Class 2-C shall be paid in the ordinary course of business Post-Confirmation. Class 2-C is not impaired and will not receive a Distribution from the Surplus Income. Class 2-C shall retain its statutory security interest in the unearned insurance premium paid to Century Surety Company on behalf of the Debtor.

5.1.3 Treatment of Class 3- Unsecured Creditors' Claims. After the payment of Classes 1 and 2 above, the Class 3 Unsecured Creditors shall be paid *Pro Rata* in amounts not to exceed their Allowed Claims until all such Claim are paid in full or until the Term ends, whichever event occurs first. Any Creditor in this Class may make an election on its Ballot, voting in favor of the Plan, to be treated as a Creditor in Class 1 and receive the maximum distribution in that Class, provided, however, that the election once made, shall be irrevocable, and provided that the election can only be made on the Ballot at the time of the voting process for or against the Plan. All Unsecured Creditors holding claims in excess of \$2,000 shall have their total claims' amounts counted as Class 3 Claimants for voting purposes only.

5.1.4 Treatment of Class 4 – Equity Interestholder. The Equity Interestholder shall retain his Equity Interest after Confirmation of this Plan and his new stock after the Effective Date.

5.2 Submission of Distribution Proceeds to Jurisdiction of the Court. The Debtor hereby submits the Distribution Proceeds to the jurisdiction of this Court for the Term for payment of the Allowed Claims according to the terms and priorities set forth in this Plan.

5.3 Limitation on Dividends. During the Term of the Plan, the Debtor shall not authorize or distribute any cash dividends to the Equity Interestholder.

ARTICLE 6
Means for Execution of the Plan

6.1 Debtor's Payments to Disbursing Agent and Counsel. The following provisions shall apply to the Disbursing Agent and Counsel, as appropriate:

6.1.1 Appointment of Disbursing Agent. In the Confirmation Order, W. Thomas Bunch II shall be appointed the Disbursing Agent and the Court shall fix a bond for the Disbursing Agent and his successors in conformity with Code §322(a) and the Disbursing Agent and his successors shall maintain said bond at all times until final distribution of all funds that come or are to come into his hands pursuant to this Plan. The Court may, from time to time, increase or reduce the Disbursing Agent's bond whenever needed; the Debtor shall pay the cost of said bond.

6.1.2 Duties of the Disbursing Agent. Within fifteen (15) days after the condition described in Article 1.25 [2] is met, the Equity Interests holder shall pay and deliver the Equity Contribution to the Disbursing Agent; and beginning ninety (90) days after the Effective Date of the Plan and quarterly thereafter, the Debtor shall pay and deliver the Surplus Income to the Disbursing Agent; and all Tax Refunds and Prosecutable Claims Proceeds shall be turned over to the Disbursing Agent within ten (10) days of the receipt thereof. The Disbursing Agent shall file a notice in the Court's record to identify the Effective Date of the Plan. All funds coming into the possession of the Disbursing Agent shall be maintained by him in a bank authorized by the U.S. Trustee as an acceptable debtor-in-possession depository or in investments made in conformity with Code § 345, or his currently established IOLTA escrow account. The Disbursing Agent shall hold and disburse same to the Entities mentioned in this Plan and to the Creditors in accordance with the priorities set forth in Articles 2, 3, and 5 and in accordance with the terms of this Plan. No other duties shall be imposed upon the Disbursing Agent that are not specifically identified herein unless the Disbursing Agent specifically agrees to same in writing.

6.1.3 Monitoring of Disbursements. The U.S. Trustee may monitor and direct the collection, accounting, treatment, and distributions made by the Disbursing Agent and payments to any professional employed by him. This monitoring shall be subject to the following:

6.1.3.1 Availability of Records. The Disbursing Agent shall make available his books, records, office, and personnel to the U.S. Trustee or any Creditor at any reasonable time, but so as not to interfere with the Disbursing Agent's business, upon at least a 48-hour fax or e-mail notice during the regular business workday.

6.1.3.2 Payment of Compensation. The Disbursing Agent shall be paid \$300 per hour and reimbursed for all reasonable expenses incurred. He shall be paid his monthly billing invoices for his services

rendered as Disbursing Agent from the Distribution Proceeds in accordance with the terms set forth in Article 2 of this Plan.

6.1.3.3 Creditors' Option to Remove Disbursing Agent. At any time during the Term, any Creditor shall have the right to move the Court to remove the Disbursing Agent, but the Court shall remove the Disbursing Agent only for good cause. Any successor thereof shall be appointed by the Court subject to the bonding requirements in Section 6.1.2 prior to taking possession of the funds for which the Disbursing Agent is responsible.

6.1.3.4 Authority of Disbursing Agent. Except as otherwise limited herein, the Disbursing Agent shall have authority to (a) receive and hold all Cash from the Distribution Proceeds, (b) collect, account for, and make distributions provided for herein, (c) act in any way that is in conformity with or in furtherance of the terms of this Plan, (d) object to and litigate objections to any Claims or claim which is asserted against the Debtor as a result of actions following the Petition Date, (e) negotiate and settle any Claim or claim dispute, (f) to prepare the quarterly reports, and (g) perform such other duties as approved by this Plan or the Court.

6.1.3.5 Duties of Counsel. Except as otherwise limited herein, Counsel shall have authority on behalf of the Reorganized Debtor to (a) perform the legal services required by the work outlined in Subsection 6.1.3.4, (b) perform the legal duties for the Reorganized Debtor as required by the Code, this Plan, and the Court, (c) appear in Court and argue any matter on behalf of the Reorganized Debtor as is authorized, permitted, or envisioned by the terms of this Plan, (d) to file the quarterly reports with the Court, and (e) perform such other duties as assigned to him by the Reorganized Debtor or the Disbursing Agent.

6.1.3.6 Final Distribution. Upon the distribution of all funds proposed by this Plan to be distributed, the Counsel shall file with the Court a final report of distribution at which time the Reorganized Debtor shall be released from the jurisdiction of the Court. After the filing of the final report, the Court shall authorize the cancellation of the Disbursing Agent's bond and discharge him from all further duties. Or, if the Case is already closed, then a Notice may be filed in the Record by Counsel indicating that all funds have been distributed as provided for in the Plan, and the bonding company, upon receipt of such Notice, shall be authorized to cancel or terminate the Disbursing Agent's bond without a Court order.

6.1.3.7 Liability of Counsel and Disbursing Agent. Counsel and the Disbursing Agent shall not be held personally liable, directly or

indirectly, for any decision, action, inaction, activity or inactivity arising from the exercise of their duties as Counsel or Disbursing Agent, except for fraud, gross negligence or gross mismanagement.

6.1.3.8 Resignation of Disbursing Agent or Counsel. If the Disbursing Agent or Counsel resigns or dies or is unable to perform his duties as such due to illness or disability, the Court shall appoint a successor disbursing agent who shall be subject to the provisions of this Plan.

6.2 Provisions for Receipt of Monies. The Creditors will be paid their Allowed Claims, or a *Pro Rata* amount thereof, from the following sources:

6.2.1 Equity Contribution. In conformity with Article 6.10, *infra*, the Equity Interestholder shall pay over the Equity Contribution to the Disbursing Agent, which monies shall be used in conformity with the terms of this Plan.

6.2.2 Prosecutable Claims Proceeds. Notwithstanding anything to the contrary herein, the Reorganized Debtor and/or its Professionals shall, upon receipt of any Prosecutable Claims Proceeds, pay over such proceeds to the Disbursing Agent. Such monies shall be paid and distributed only to the Unclassified Classes and then to the Class 1 and 3 Unsecured Creditors.

6.2.3 Tax Refunds. The Reorganized Debtor shall be required to pay over to the Disbursing Agent any Tax Refunds received during the Term of the Plan, except any refunds received for tax year 2011. As required by this Plan, the Reorganized Debtor shall turn over to the Disbursing Agent copies of all state and federal income tax returns during the Plan and from which tax returns the Disbursing Agent will determine the Tax Refunds, if any. Any Federal tax liability may be used to offset any state refund or vice versa as circumstances dictate. Such monies shall be paid and distributed only to the Unclassified Claims and then to the Class 1 and 3 Unsecured Creditors.

6.2.4 Distribution. The Disbursing Agent shall disburse such monies received by him in conformity with the terms of this Plan.

6.3 Quarterly Reports and U.S. Trustee's Fees. The Debtor's obligation of filing monthly financial reports with the U.S. Trustee shall pass to and become the obligation of the Reorganized Debtor and such obligation shall continue following Confirmation until the obligation to pay the U.S. Trustee's fees required to be paid pursuant to 28 U.S.C. §1930(a)(6) ends; provided, however, that (a) such reports by the Disbursing Agent shall be mailed with any Distributions to Creditors and (b) such reports shall be filed quarterly instead of monthly. The Disbursing Agent shall prepare, sign, and file all Post-Confirmation reports and shall pay the U.S. Trustee's fees out of the Distribution Proceeds as Unclassified Claims. Copies of such

reports shall be served on the U.S. Trustee, Counsel and on any Creditor requesting continued service of same. No assessment of U.S. Trustee's fees shall be made against the Disbursing Agent, Counsel, or any professionals in their individual capacity.

6.4 Closing of Case. On or after the longer of (a) the fifteenth day after the entry of the Order allowing the Professionals their final fees, or (b) thirty days after the entry of the Order of Confirmation, the Debtor may move the Court to close this Case. After the closing of the Case, such closing shall (a) not alter, amend, revoke, or supersede the terms of the confirmed Plan, (b) not affect any rights of the Debtor, the Reorganized Debtor, Unclassified Claimants, Creditors or any other Person treated under the Plan, (c) continue to cause the terms of the confirmed Plan to remain binding on all Persons, (d) cause all Orders of the Court to remain in full force and effect, (e) permit the entry of the Discharge without re-opening the Case; and (f) cause the Court to retain all jurisdiction set forth herein in Section 7.3; and eliminate the Debtor's obligation to pay U.S. Trustee's fees.

6.5 Implementation of Continuing Stay as to Creditors. **On the Effective Date, every Creditor shall be precluded and permanently stayed from asserting against the Reorganized Debtor, including its Officer, agent, employee, member and shareholder, any Claim that arose before the Confirmation Date and the automatic stay under Code §362 shall be extended to the end of the Term or the date of the entry of the Discharge, whichever is later in time.**

6.6 Preservation of Prosecutable Claims by the Debtor. Pursuant to and in accordance with Code §§ 105(a), 1123(b)(3), and 1141(b) and except as provided herein, upon the entry of the Confirmation Order, all Prosecutable Claims shall be, and hereby are reserved, retained, and vested in the Reorganized Debtor. All Prosecutable Claims shall survive and continue Post-Confirmation, free and clear of all liens, claims, interests, encumbrances, defenses of *res judicata*, waiver, laches and estoppel, for investigation, prosecution, enforcement, settlement abandonment, adjustment, or collection for the benefit of the holders of Allowed Claims.

6.6.1 Notice to Prosecutable Targets. Without limiting the generality of the foregoing subparagraph, all Creditors and other parties in interest are hereby expressly advised and notified that the Reorganized Debtor shall have the right to investigate, prosecute, enforce, settle, adjust, collect, or otherwise dispose of the Prosecutable Claims. **ALL CREDITORS, PERSONS, ENTITIES, AND OTHER PARTIES WHO RECEIVED DIRECTLY OR INDIRECTLY, PAYMENTS, OFFSETS, RECOUPMENTS OR TRANSFERS OF PROPERTY FROM THE REORGANIZED DEBTOR WITHIN THE ONE (1) YEAR PERIOD PRECEDING THE PETITION DATE, OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY APPLY UNDER APPLICABLE LAW INCLUDING, WITHOUT LIMITATION, PERSONS INCLUDED IN THE "LIST OF PROSECUTABLE CLAIMS TARGETS," WHICH INCLUDES A LIST OF PAYMENTS MADE WITHIN 90 DAYS PRIOR TO THE PETITION DATE ATTACHED AS EXHIBIT 1 TO THE**

DISCLOSURE STATEMENT (AND INCORPORATED HEREIN BY THIS REFERENCE THE SAME AS IF SET FORTH AT LENGTH HEREIN), ARE HEREBY NOTIFIED THAT THEY MAY BE SUBJECT TO SUIT TO RECOVER ANY PREFERENCES, FRAUDULENT TRANSFERS, OR OTHER AVOIDABLE TRANSFERS AND TO PURSUE ANY PROSECUTABLE CLAIMS. The inclusion of a Person in, or the omission of a Person from, Exhibit 1 to the Disclosure Statement does not mean that a decision has been made to assert, or not to assert, a Prosecutable Claim against such Person. At this time, no determination has been made to pursue any particular Prosecutable Claim.

6.6.2 Reservation of Prosecutable Claims. The Reorganized Debtor specifically reserves the Prosecutable Claims and, by setting forth notice to each currently known potential target of such Prosecutable Claim, expressly reserves such rights to survive beyond Confirmation, the finality of Confirmation, and all other legal effects of such Confirmation, provided, however, this reservation shall not mean and shall not be construed to mean that the exclusion of any Person from Exhibit 1 frees, releases, or exonerates any Person from a Prosecutable Claim by way of any defenses, including but limited to the defenses set forth in Subsections 6.6.3 and 6.6.4, and the Reorganized Debtor shall have the right to investigate, pursue, prosecute and collect any unknown, but later discovered, Prosecutable Claims against any Person.

6.6.3 Notice in Confirmation Order. The Court shall include in the Confirmation Order appropriate provisions incorporating the terms set forth in Subsections 6.6, 6.6.1, and 6.6.2, including but not by way of limitation, the survival of the Prosecutable Claims from the defenses of *res judicata*, waiver, laches, and estoppel as to the Prosecutable Claims and any other unknown but later discovered Claim or Claims after Confirmation and the approval of a grant of derivative jurisdiction for the Reorganized Debtor and its Counsel to prosecute the Prosecutable Claims.

6.6.4 Prosecution and Temporary Disallowance. The Reorganized Debtor and its Counsel shall prosecute the Prosecutable Claims. In accordance with Code § 502(d), the Reorganized Debtor shall seek an Order from the Court disallowing any Claim of a Creditor who has a preference claim asserted against such Creditor unless said Creditor has paid to the Reorganized Debtor the amount adjudged by the Court as a preference liability.

6.6.5 Discretion to Pursue or Settle and Immunity of Parties. The Reorganized Debtor, subject to the prior approval of Disbursing Agent, shall have discretion to pursue or not to pursue, to settle or not to settle, or to try or not to try, and/or to appeal or not to appeal the Prosecutable Claims as it determines without any further approval of the Court thereof. Neither the Reorganized

Debtor, its attorneys, nor the Disbursing Agent shall have any liability for the outcome of its decisions.

6.6.6 Payment Over to Disbursing Agent. All collections by the Reorganized Debtor shall be paid over to and held by the Disbursing Agent in his escrow account as Distribution Proceeds.

6.7 Provisions Relating to Default. Upon and after the Effective Date, the following provisions shall be applicable to the Reorganized Debtor:

6.7.1 Default of Plan. Notwithstanding any provision hereof, this Plan shall go into "default" upon the occurrence of any one or more of the following events if the Reorganized Debtor: (a) fails to turnover to the Disbursing Agent all Distribution Proceeds in a timely manner; (b) fails to substantially comply with any of the Chapter 11 provisions applicable to it after Confirmation either by the Code or by this Plan; or (c) fails to file any required tax return by the due date of such return. The U.S. Trustee or any creditor may file a written notification of default to the Reorganized Debtor providing a minimum fourteen (14) day opportunity to cure the default; if the Reorganized Debtor has not cured the default by the end of such cure period, then either the U.S. Trustee or the creditor, as appropriate, may move the Court to declare that the Reorganized Debtor is in default of the Plan. Upon a determination of default by the Court (same not having been cured), the remedies for same shall be the sale of the Reorganized Debtor's asset pursuant to 11 U.S.C. Section 363 all as described in Article 6.7.2 below.

6.7.2 Provisions for Sale of Reorganized Debtor's Assets. If there is a default notice filed in Court by a Creditor and no stay thereof is issued by the Court within ten days of the filing of such notice, then the procedures set forth herein shall apply:

6.7.2.1 Motion for Sale Procedures Order. Counsel shall file a motion for the entry of a sales procedures order pursuant to Code §363.

6.7.2.2 Sale of Debtor's Assets. Pursuant to the entry of and compliance with the sale procedure order, Counsel shall cause the sale of the Debtor's Assets as a going concern to the highest and best bidder, subject to the Court's approval after a sale approval hearing.

6.7.2.3 Carveouts for Counsel. Notwithstanding the distribution and priorities mentioned in the preceding subsection, the Court shall determine and allow attorneys' fees to be charged against the sale proceeds of the sales to be paid as attorneys' fees to Counsel for their legal services in the Case.

6.8 Discharge. After the Debtor has made all the payments of Surplus Income to the Disbursing Agent, and the Disbursing Agent has filed his final report of all distribution, the Debtor shall stand discharged of all Claims treated by this Plan even if not paid in full and the Court shall enter an Order of Discharge and such discharge language shall be included in any confirmation order. All the provisions relating to a discharge, as set forth in Code §727(b) shall be applicable to the Debtor. Upon the entry of the Order of Discharge or the filing of a final report of all timely distributions by the Disbursing Agent, the Debtor shall be deemed discharged of any and all Claims not paid during the Term; provided, however, that the Reorganized Debtor shall not receive an Order of Discharge unless Classes 1, 2-A & 2-B have been paid in full and Class 3 has been paid an amount no less than what would have been paid if this case had been a Chapter 7 liquidation case. For purposes of the foregoing, the Chapter 7 liquidation amount is hereby fixed at \$10,000.00.

6.9 Debtor's Request to Kentucky PSC for Surcharge upon Customers. The Debtor shall commence a Rate Case before the Kentucky PSC for approval of an adjustment of its current rates to provide for (a) the recovery of its overhead/operating costs as provided in this Plan, including, but not limited to, all leases and executory contracts assumed by the Debtor in Article 10.1 below, and (b) a "surcharge" to pay [i] the Class 1, 2-A and 2-B Secured Creditors in full and [ii] the Class 3 Unsecured Creditors no less than \$21,000.00 per year during the five year Term of the Plan (a total of \$105,000.00). The Debtor shall propose (a) an adjustment of the minimum monthly charge from 1 Mcf to 2 Mcf per customer per month and (b) a surcharge of \$1.10 per Mcf upon all natural gas consumed by the Debtor's customers in the Rate Case. The Effective Date of the Plan shall not occur until the Rate Case has been decided by the Kentucky PSC in the Debtor's favor.

6.10 Equity Contribution by Equity Interestholder. The Equity Interestholder shall contribute the Equity Contribution to the Debtor no later than fifteen (15) days after the entry of a final order by the Kentucky PSC approving the adjustments to the Debtor's rates as set forth in Article 6.9 above. The Debtor shall retain \$25,000.00 for an initial cash infusion for Working Capital and shall transfer the sum of \$75,000.00 to the Disbursing Agent for distribution to the Creditors in accordance with this Plan. Upon receipt of the Equity Contribution by the Debtor, the Debtor shall cancel all outstanding shares of the Debtor's stock (i.e., stock certificates) that were issued by the Debtor prior to the Petition Date, and shall forthwith issue new shares of common stock in the Reorganized Debtor to the Equity Interestholder. Thereafter, the Equity Interest shall be held by the Equity Interestholder free and clear of all liens, claim and encumbrances.

6.11 Exculpation for Post-Petition Events and Limitation of Liability: Officers of the Debtors, and all Professionals shall not have or incur any liability to, or be subject to any right of action by, the Debtor, or any holder of a Claim or Interest, or any other party in interest or any of their respective agents, shareholders, employees, representatives, financial advisors, attorneys or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, (a) any act taken or omitted to be taken on or after the Petition Date, (b) the Disclosure Statement, the Plan, and the documents necessary to effectuate the Plan, (c)

the solicitation of acceptances and rejections of the Plan, (d) the Debtor's Bankruptcy Case, (e) the administration of the Plan, (f) the distribution of property under the Plan, (g) any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or the Bankruptcy Case, or (h) any sale pursuant to or after the Plan, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan, provided, however, that none of the foregoing shall apply to fraud, gross negligence or intentional or malicious acts.

ARTICLE 7

General Provisions

7.1 Modification of Plan. The Debtor may propose amendments to or modifications of this Plan under Code §1127 at any time prior to the entry of the Confirmation Order. After the Confirmation Date, the Reorganized Debtor may remedy any defects or omissions or reconcile any inconsistencies in this Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes and intent of this Plan so long as the interests of the Creditors are not materially and adversely affected.

7.2 Effectuating Documents; Exemption from Certain Transfer Taxes. The Reorganized Debtor is hereby authorized to execute, deliver, file or record such documents, contracts, releases and other agreements, and take all such further action as may be necessary, to effectuate and further evidence the terms of this Plan. Pursuant to Code § 1146(a), the delivery of any instrument of transfer under, and furtherance of, or in connection with, the Plan, including but not limited to deeds, bills of sale, assignments, or other instruments of transfer, shall not be subject to any stamp tax, or similar transfer tax.

7.3 Retention of Jurisdiction. The following provisions shall upon Confirmation, be applicable to this Case and the Reorganized Debtor:

7.3.1 The Court shall retain all legally permissible jurisdictions, including that necessary to insure that the purpose and intent of this Plan are carried out, to hear and determine all Claims, to determine any matter treated in this Plan for which reference to retained jurisdiction is made, and to hear and determine all Prosecutable Claims.

7.3.2 The Court shall further retain jurisdiction Post-Confirmation for the purpose of resolving all disputes concerning the meaning and effect of any of the Court's Orders, including the Confirmation Order, the application or interpretation of any provision of this Plan, or the application or interpretation of any provision of the Sale Order.

7.3.3 The Court shall retain jurisdiction for the following additional specific purposes after the Confirmation Date: (a) to modify this Plan pursuant to the Code and the Bankruptcy Rules; (b) to assure performance by the Reorganized

Debtor of its obligations to make distributions under this Plan and any other obligations and duties; (c) to enforce and interpret the terms of this Plan; (d) to enter such orders, including injunctions, as are necessary to enforce the title, rights and powers of the Reorganized Debtor and the Disbursing Agent and to interpret such limitations, restrictions, terms, and conditions on such title, rights and powers as may be necessary; (e) to enter an order concluding, terminating and/or closing this Case; (f) to correct any defect, cure any omission, or reconcile any inconsistency in this Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of this Plan; (g) to decide issues concerning federal, state and local tax reporting and payment which arise in connection with the Confirmation, execution or performance of this Plan; (h) to hear and determine all Prosecutable Claims; and (i) to determine and enter final orders in all adversary proceedings pending on the Confirmation Date or filed thereafter.

7.4 Distribution Pending Stay on Appeal. Any stay pending appeal shall apply only to amounts in controversy and distribution of amounts not in controversy shall continue in accordance with the terms of the Plan.

7.5 Extensions of Time. Notwithstanding any time limitations in this Plan, the Court may for good cause shown extend such time limitations.

7.6 Post-Confirmation Actions, Reports and Final Decree. After Confirmation of this Plan, the following events shall occur:

7.6.1 Reports of Distribution. The Disbursing Agent shall file with the Court quarterly reports of receipts and disbursements of the Distribution Proceeds, with a copy to Counsel, the U.S. Trustee and any Creditor who requests a copy of same.

7.6.2 Final Report. Upon completion of all distributions provided for herein, the Disbursing Agent shall file a report of final distribution with the Court, with service on Counsel, the U.S. Trustee and any Creditor who requests same.

7.6.3 Request for Post-Confirmation Notices and Filings. After Confirmation, no Creditor herein will be served any notices, motions, reports or other filings in the Court except as set forth in Section 7.6. Any Creditor or party in interest who desires service of any Post-Confirmation notice(s) required in this Plan shall file with the Court and serve upon Counsel a request for such notices.

7.7 Notices. After Confirmation, any notice, report, motion, or filing required to be given to the Reorganized Debtor, the Post-Confirmation Committee, if any, the Disbursing Agent, or a Creditor pursuant to this Plan, the Code or Bankruptcy Rules shall be in writing and, if sent by e-mail, shall be deemed to have been given when sent, but if mailed, shall be deemed

to have been given three (3) days after the date sent. If such notice is sent by mail it shall be sent by first-class mail, postage prepaid. All notices shall be sent as follows:

If to the Reorganized Debtor, Counsel, or Disbursing Agent, to:

Johnson County Gas Co., Inc.
c/o Bud Rife, President
PO Box 447
Besty Layne, KY 41605-0447
REORGANIZED DEBTOR

W. Thomas Bunch II, Esq.
BUNCH & BROCK
271 West Short Street, Suite 805
Lexington, KY 40507-1217
(859) 254-5522
E-mail: tom@bunchlaw.com
ATTORNEYS FOR THE DEBTOR
AND DISBURSING AGENT

If to the U.S. Trustee, to:

Rachelle C. Dodson, Esq.
OFFICE OF THE U.S. TRUSTEE
100 East Vine Street, Suite 500
Lexington, KY 40507
(859) 233-2822
(859) 233-2834 *fax*
E-mail: rachelle.c.dodson@usdoj.gov

7.8 Reduction of Notice Periods. Notwithstanding Bankruptcy Rule 2002, the notice period applicable to service of any notice on the Reorganized Debtor, the Disbursing Agent, or a Creditor otherwise applicable pursuant to the provisions of the Code, the Bankruptcy Rules or this Plan, is reduced to a fourteen (14) day period, with the exception of any applicable notice period relating to modification of the Plan after Confirmation.

7.9 Transfer of Claims. Claims may be transferred but such transfer will be honored only if applicable Notice is given to the Reorganized Debtor and only in accordance with Bankruptcy Rule 3001. Pre-Confirmation transfers of Claims shall be recognized if the transfer was done in accordance with Bankruptcy Rule 3001.

7.10 Captions. Paragraph captions used herein are for convenience only and shall not affect the construction of this Plan.

7.11 Exhibits. All references to any Exhibit herein shall be construed as references to that numbered Exhibit to the Disclosure Statement and shall be considered incorporated herein by this reference, the same as if set forth at length herein.

7.12 Choice of Law. Except to the extent that the Code or other federal statutes or regulations are applicable, the rights and obligations arising under the Plan shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky. In the event of an inconsistency between the terms of this Plan and the laws of the Commonwealth of Kentucky, the terms of this Plan shall prevail.

7.13 Binding Effect. The rights and obligations of any Person named in, or referred to, or affected by this Plan shall be binding upon, and shall inure to the benefit of, the successors, heirs and assigns of such Person.

ARTICLE 8
Provisions Governing Allowances of Claims and Distributions
From the Post-Confirmation Estate

8.1 Proofs of Claim, Allowances and Disallowances, Bar Dates, and Time Limitations. The allowance of Claims for distribution purposes shall be as follows:

8.1.1 Claims Fixed by this Plan. Any Creditor who has a Claim allowed by the terms of this Plan shall not be required to file a Proof of Claim.

8.1.2 Claims Listed Correctly in the Schedules. Any Creditor whose Claim is listed in the Schedules as nondisputed, liquidated, and noncontingent and the amount listed is correct, shall not be required to file a Proof of Claim.

8.1.3 Contingent, Disputed, or Contested Claims and Claims of an Unknown Amount. Any Creditor whose Claim is listed in the Schedules as disputed, unliquidated, or contingent and any Claim which is for an unknown amount shall:

8.1.3.1 Proof of Claim Required. File a Proof of Claim on or before forty (40) days after the Confirmation Date or such Claim shall stand as disallowed and such Creditor shall be forever barred from so filing.

8.1.3.2 Time for Filing. Shall file a motion or adversary action with the Court on or before forty (40) days after the Confirmation Date to have their Claim liquidated or otherwise allowed. Upon the allowance of a contingent or unliquidated claim, it shall be entitled to distribution under the Plan consistent with the treatment of other Claims in the Class in which the contingent or unliquidated claim is ultimately allowed. Any

Creditor who fails to initiate action pursuant to Subsection 8.1.3 for the allowance of its Claim shall have its Claim disallowed and be forever barred from seeking any recovery from the Reorganized Debtor, the Estate and the Assets.

8.1.4 Bar Date for Filing Proofs of Claim. Any Creditor holding a nondisputed, liquidated, and/or noncontingent Claim who desire to file a Proof of Claim to obtain an Allowed Claim in an amount different from the listing in the Schedules, or who is not listed as a Creditor in the Schedules, shall file a Proof of Claim on or before forty (40) days after the Confirmation Date or be forever barred from so filing. Any Creditor who has already filed a Proof of Claim shall not be required to file a new Proof of Claim. Any creditor who has filed a proof of claim on or before forty (40) days after the Confirmation Date may not thereafter amend their Proof of Claim to a higher amount.

8.1.5 Bar Date for Filing Proof of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to this Plan. A Proof of Claim asserting a Rejection Claim shall be filed with the Court on or before the fortieth (40th) day after the Confirmation Date or be forever barred from assertion of any Rejection Claim against any payment from the Reorganized Debtor.

8.1.6 Distribution Based on Allowed Claims Only. No Creditor shall receive any distribution under this Plan unless such Person holds an Allowed Claim.

8.1.7 Late Claims. Except as otherwise expressly provided in this Plan, any Claim not timely allowed pursuant to the terms of this Plan shall not be an Allowed Claim.

8.1.8 Time for Objections to Claims. Any objection(s) to Claims shall be filed before the first distribution to Class 3 Unsecured Claims under this Plan has been made, or within one (1) year after the Effective Date, whichever is longer. No distribution under this Plan shall commence to Creditors in a Class until all objections to Claims in that Class have been resolved by either agreement or Court Order.

8.2 Unclassified Claims Payments. Prior to making any distributions to the Classes treated under the terms of this Plan, the Disbursing Agent shall first make distribution to the holders of Administrative Expense Claims in conformity with Sections 2.1 or 2.3 of this Plan, and reservations of funds for those Unclassified Claims in conformity with Section 2.2 and 2.4 of this Plan.

8.3 Dates for Distribution. The Disbursing Agent shall commence payments from the Distribution Proceeds in accordance with the terms of this Plan and shall commence payment to the Creditors in Class 1 on or before the day that is ninety (90) days after the Effective Date

("Initial Distribution Date"), and shall continue such payments quarterly thereafter until the end of the Term or until the end of the Term and any Grace Periods exercised by the Debtor ("Final Distribution Date"). The Disbursing Agent may extend the Initial Distribution Date for good cause by notice filed in the record. Such distribution shall be in the order of priority fixed by the terms of this Plan.

8.4 De Minimis Payments. In no event shall the Disbursing Agent be obligated to make a distribution if, in the discretion of the Disbursing Agent, there are insufficient funds available to make a cost-efficient distribution, taking into account the size of the distribution to be made and the number of recipients of such distribution. At the end of the Term and if the Disbursing Agent deems a distribution impractical, then such funds remaining shall, in the Disbursing Agent's discretion, either be paid into the Court and disposed of under Chapter 129 of Title 28 of the United States Code or be donated to a reputable charitable organization of the Disbursing Agent's choice. In no event shall the foregoing impair the right of the Disbursing Agent to use funds to satisfy the costs of administering or fully consummating this Plan as authorized in Section 8.2, supra.

8.5 Distributions of Cash. All payments to be made by the Disbursing Agent pursuant to this Plan shall be made by a check drawn on the Disbursing Agent's account maintained in accordance with this Plan.

8.6 Delivery of Distributions and Undeliverable Distributions. Distributions to the holder of an Allowed Claim shall be made at the address of such holder as set forth on the Schedules unless superseded by the address as set forth on the Proof of Claim filed by such holder or by a written notice to the Disbursing Agent providing actual knowledge to the Disbursing Agent of a change of address. If any holder's distribution is returned as undeliverable, no further distributions to such holder shall be made unless and until the Disbursing Agent is notified in writing within six months of the distribution date of such holder's then current address, at which time all distributions shall be made to such holder, without interest. All Claims for undeliverable distributions shall be made within six months after the date such undeliverable distribution was initially made. If any Claim for an undeliverable distribution is not timely made as provided herein, such Claim shall be forever barred with prejudice. After such date, all unclaimed property shall be applied first to satisfy the costs of administering and fully consummating this Plan, then for distribution in accordance with this Plan, and the holder of any such Claim shall not be entitled to any other or further distribution under this Plan on account of such undeliverable distribution or such Claim.

8.7 Time Bar to Cash Payments and Disallowances. Checks issued by the Disbursing Agent in respect of Allowed Claims shall be void if not negotiated within six months after the date of issuance thereof. Requests for reissuance of any check shall be made to the Disbursing Agent by the holder of the Allowed Claim to whom such check originally was issued, on or before the expiration of six months following the date of issuance of such check. After such date, all funds held on account of such void check shall be applied first to satisfy the costs of administering and fully consummating this Plan, then for distribution in accordance with this

Plan. The Claim of the holder of any such void check shall be disallowed and such holder shall not be entitled to any other or further distribution on account of such void check or such Claim.

8.8 Minimum Distributions. If a distribution to be made to a holder of an Allowed Claim on any distribution date, including the Final Distribution Date, would be \$10.00 or less, notwithstanding any contrary provision of this Plan, no distribution will be made to such holder.

8.9 Transactions on Business Days. If the Effective Date or any other date on which a transaction, event or act may occur or arise under this Plan shall occur on Saturday, Sunday or a day that is not a Business Day, the transaction, event or act contemplated by this Plan to occur on such day shall instead occur on the next day which is a Business Day.

ARTICLE 9

Procedures for Resolving and Treating Disputed Claims

9.1 Objections to Claims and Proofs of Claims. The Reorganized Debtor or any Creditor shall have the right to object to Claims and the allowances of such Claims, subject to the procedures and limitations set forth in this Plan, the Bankruptcy Rules, and the Code. Any objections to Claims shall be filed before the first distribution to Class 3 Unsecured Claims under this Plan has been made, or within one (1) year after the Effective Date, whichever is longer.

9.2 No Distribution Pending Determination of Allowability of Disputed Claims; Distributions to be Made on Undisputed Balances of Partially Disputed Claims. No Proceeds shall be distributed under this Plan on account of any Disputed Claim, unless and until such Claim becomes an Allowed Claim; provided, however, that, except as otherwise required by Section 502(d) of the Code, if a Claim is partially disputed, contingent or unliquidated but the balance of the Claim is undisputed, liquidated and not contingent (the "Undisputed Balance), then distribution shall be made to the holder of the Claim on such Undisputed Balance and distribution shall be withheld on the part of the Claim that is disputed, unliquidated, or contingent unless and until such part becomes an Allowed Claim.

9.3 Reserve Accounts for Disputed Claims. On or prior to the Initial Distribution Date and each subsequent distribution, the Disbursing Agent shall reserve cash in an aggregate amount sufficient to pay each holder of a Disputed Claim (a) the amount of cash that such holder would have been entitled to receive under this Plan if such Claim had been an Allowed Claim on the Initial Distribution Date, or (b) such lesser amount as the Court may estimate or may otherwise order ("Disputed Claims Reserve").

9.4 Allowance and Payment of Disputed Claims. If, on or after the Effective Date, any Disputed Claim becomes an Allowed Claim, the Disbursing Agent shall, within 30 days after the date on which such Disputed Claim becomes an Allowed Claim or as soon thereafter as is practicable, distribute from the Disputed Claims Reserve to the holder of such Allowed Claim

the amount of distributions that such holder would have been entitled to receive under this Plan if such Claim had been an Allowed Claim on the Effective Date.

9.5 Release of Excess Funds from Disputed Claims Reserve. If at any time or from time to time after the Effective Date, there shall be cash in the Disputed Claims Reserve in an amount in excess of the amount which the Disbursing Agent is required at such time to reserve on account of Disputed Claims under this Plan or pursuant to any Order of the Court, such excess funds shall become available to the Disbursing Agent generally and shall be applied first to satisfy the costs of administration of the Plan and then for distribution in accordance with this Plan.

9.6 Setoffs. The Disbursing Agent may, upon obtaining an Order after opportunity notice and a hearing, setoff against or recoup from any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the claims, rights and causes of action of any nature (including Prosecutable Claims) that the Debtor may have against the holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff or assert a recoupment nor the allowance of any Claim shall constitute a waiver or release of such claims, rights and causes of action (including Prosecutable Claims) that the Debtor may possess against such holder.

ARTICLE 10

Treatment of Executory Contracts and Unexpired Leases

10.1 Leases and Executory Contracts. The Debtor hereby assumes and shall perform those certain leases and contracts, as follows: (a) the July 20, 2006 lease of a Chevy S-10 pickup truck with Bud Rife, (b) the Management/Service Contract for all services regarding the Debtor's business operations with Bud Rife, (c) the building lease dated September 10, 2003, and amended to provide for the rent of the new building at 497 Georges Road, Betsy Layne, Kentucky with Bud Rife, (d) the July 30, 2006 lease of a 1999 one-ton service truck with Bud Rife, and (e) the contract with Bud Rife Construction Company, Inc. to perform construction services for the Debtor. Except as otherwise provided in the Confirmation Order and except as specifically assumed herein, all other executory contracts and/or unexpired leases that existed Pre-Petition between the Debtor and any Person shall be deemed rejected as of the Effective Date of the Plan, and their resulting Claims shall be Rejection Claims and included as Unsecured Claims in Class 3.

Dated: December 21, 2011

JOHNSON COUNTY GAS COMPANY, INC.

BY: /s/ Bud Rife
**Bud Rife, President and as
Designated Spokesman for Debtor**

PREPARED BY:

BUNCH & BROCK

By: /s/ W. Thomas Bunch II
W. THOMAS BUNCH, ESQ.
W. THOMAS BUNCH II, ESQ.
271 West Short Street, Suite 805
Lexington, Kentucky 40507-1217
(859) 254-5522
COUNSEL FOR THE DEBTOR

EXHIBIT 2

Johnson County Gas Company, Inc.
Overhead Expense Budget for the Year Ending 12/31/2012

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Telephone	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$5,976
Health Insurance	1,047	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	12,553
Office Rental	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
PSC Tax & Licenses - average over yr	245	245	245	245	245	245	245	245	245	245	245	245	2,940
Insurance - cost of GL policy	712	0	0	2,607	712	712	712	712	712	712	712	712	9,015
Bank Charges	26	26	26	26	26	26	26	26	26	26	26	26	312
Accounting Fees	275	275	275	275	275	275	275	275	275	275	275	275	3,300
Legal & Disbursing Agent Fees	300			300			300			300	0		1,200
US Trustee Fees	0	0	975	0	0	975	0	0	975	0	0	975	3,900
Repairs and Maintenance	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	1,928	23,136
Office Supplies and Postage	397	397	397	397	397	397	397	397	397	397	397	397	4,764
Equipment Rental - Trucks	928	928	928	928	928	928	928	928	928	928	928	928	11,136
Utilities	149	149	149	149	149	149	149	149	149	149	149	149	1,788
Bud Rife Management Fees	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
Property Tax - Johnson Co. Fiscal Ct.	0	0	0	0	0	0	0	0	0	0	0	5,797	5,797
Miscellaneous	50	50	50	50	50	50	50	50	50	50	50	50	600
Total Budgeted Expenditures	\$14,555	\$13,542	\$14,517	\$16,449	\$14,254	\$15,229	\$14,554	\$14,254	\$15,229	\$14,554	\$14,254	\$21,026	\$182,417

The 2012 budget above is based upon historical costs and assumptions as to future costs.

NOTE: Cost of natural gas is recovered separately from customers at actual cost, and therefore, not shown herein.

Based upon the assumption that the Debtor will sell 19,000 Mcf to its customers each year, the cost recovery required, before debt service to Creditors, is \$9.60 per Mcf.

The "surcharge" described in Article 6.9 (b) of the Plan is approx. \$90,000.00 to Classes 1, 2-A and 2-B plus \$105,000 to Class 3 for a total of \$195,000.00 over 5 years.

\$195,000 divided by 5 years = \$39,000/yr. Surcharge required to pay \$39,000/yr based upon 19,000 Mcf sold per year is \$2.05 per Mcf.

Debtor believes that an adjustment by the Kentucky PSC of the minimum monthly charge from 1 Mcf to 2 Mcf per customer per month will be sufficient to recover \$18,100 (\$.95 per Mcf).

Then, that \$18,100 plus \$20,900 (a surcharge of \$1.10 per Mcf) will total \$39,000 per year or \$2.05 per Mcf based upon \$19,000 Mcf sold to customers per year.


UNITED STATES BANKRUPTCY COURT, EASTERN DISTRICT OF KENTUCKY		PROOF OF CLAIM
Name of Debtor: Johnson County Gas Company, Inc.	Case Number: 11-70410	THIS SPACE IS FOR COURT USE ONLY
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case - A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): STOLL KEENON OGDEN, PLLC	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Attn: Gregory D. Pavey, Esq. STOLL KEENON OGDEN, PLLC 300 W. Vine Street, Suite 2100 Lexington, KY 40507 Telephone number: (859) 231-3000		
Account or other number by which creditor identifies debtor: 108238		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated:
1. Basis for Claim <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other: _____		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS#: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
2. Date debt was incurred: Through September, 2008		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$5,671.54 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other: Value of Collateral: Amount of arrearage and other charges at time case filed included in secured claim, if any \$5,671.54		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4300),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contribution to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,950.* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units- 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>* Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7. Credits: The amounts of all payments on this claim has been credited and deducted for making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date - Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date June 29 , 2011 3975012	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): /s/ Gregory D. Pavey Gregory D. Pavey, Attorney for Creditor	
Penalty of presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

Quicklook Inquiries Client Client Summary A/R

Additional

Client Statistics

Filters

Client  Johnson County Gas System

Details

	Billed	Paid	Write Offs	A/R
Fees	\$21,340.50	(\$15,733.66)	(\$5,606.84)	\$0.00
Hard	\$48.95	(\$48.95)	\$0.00	\$0.00
Soft	\$125.81	(\$61.11)	(\$64.70)	\$0.00
OAFees	\$0.00	\$0.00	\$0.00	\$0.00
OADists	\$0.00	\$0.00	\$0.00	\$0.00
Retainer	\$0.00	\$0.00	\$0.00	\$0.00
Tax	\$0.00	\$0.00	\$0.00	\$0.00
Frem/Disc	(\$1,343.72)	\$1,343.72	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Progress	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$20,171.54	(\$14,500.00)	(\$5,671.54)	\$0.00

Last A/R Activity

Name of Debtor: *Johnson County Gas Company, Inc*

Case Number: *11-70410*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Atmos Energy Marketing, LLC

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

713-316-7102
ATMOS ENERGY MARKETING, LLC
13430 NORTHWEST FREEWAY, STE 700
HOUSTON, TX 77040

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

 Check this box if you are the debtor or trustee in this case.

1. Amount of Administrative Claim: *\$13,019.02*
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.

2. Basis for Claim: *Deliver of Natural Gas*
(See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as:
(See instruction #3a on reverse side.)

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe:
Value of Property: \$ _____ Annual Interest Rate _____ %
Amount of arrearage and other charges as of time case filed included in secured claim:
if any: \$ _____ Basis for perfection: _____
Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

EASTERN DISTRICT OF KENTUCKY
FILED
JUL 01 2011
AT LEXINGTON
JERRY D. TRUITT, CLERK
U.S. BANKRUPTCY COURT

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
 Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

Other - Specify applicable paragraph of 11 U.S.C. §§507(a)(2) and 503(b)(1)

Amount entitled to priority:
\$ 0

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

DATE:
6-28-11

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
By: *Georgia Barger*
Georgia Barger
Senior Credit Analyst

FOR COURT USE ONLY

Atmos Energy Marketing, LLC

Houston, TX 77040-6091

(713) 688-7771

Fax: (713) 688-8162

INVOICE

Johnson County Gas Company
PO Box 339
Harold, KY 41635

Invoice Date 5/17/2007
Invoice Number 184597-REV
Month 3/2007 Pipeline KYWVGAS
*** Due on May 29, 2007 ***

Attn: Accounts Payable

FLOW DATE	DESCRIPTION	POINT/CONTRACT	VOLUME (MMBtu)	PRICE	AMOUNT
3/1/07 - 3/31/07					
Gas					
	Reverse of invoice 184597	Johnson Cty Gas	(200)	\$7.5470	(\$1,509.40)
	KYWVGAS MN 58	Johnson Cty Gas	160	\$7.5470	\$1,207.52
	TOTAL GAS SALES		<u>(40)</u>		<u>(\$301.88)</u>
Fuel					
	Fuel MN 58	Johnson Cty Gas	18	\$7.5470	\$135.85
	Reverse of invoice 184597	Johnson Cty Gas	(22)	\$7.5470	(\$166.03)
			<u>(4)</u>		<u>(\$30.18)</u>
Other Charges					
	Management Fee	Johnson Cty Gas	160	\$0.1000	\$16.00
	Reverse of invoice 184597	Johnson Cty Gas	(200)	\$0.1000	(\$20.00)
			<u>(40)</u>		<u>(\$4.00)</u>
Transport Charges					
	Reverse of invoice 184597	Johnson Cty Gas	(200)	\$1.4000	(\$280.00)
	Transportation Basis	Johnson Cty Gas	160	\$1.4000	\$224.00
					<u>(\$56.00)</u>
	TOTAL AMOUNT DUE		<u>(40)</u>		<u>(\$392.06)</u>

Revised 3/07 invoice to correct volumes

NOT PAID

Remit by wire transfer to:

Bank of America
Dallas, Texas
ABA # 0260 0959 3
Acct # 375 156 1125
Atmos Energy Marketing, LLC

Remit by ACH to:

Bank of America
Dallas, Texas
ABA # 111 000 012
Acct # 375 156 1125
Atmos Energy Marketing, LLC

Mail all other remittances to:

Atmos Energy Marketing, LLC
P.O. Box 847311
Dallas, Texas 75284-7311

For billing inquiries contact:

Tammy Ahrendt (Accountant)
(713) 316-6611
tammy.Ahrendt@atmosenergy.com

In the absence of a fully executed contract, this invoice represents an agreement between merchants in accordance with Article 2-104 of the U.C.C. and is subject to the U.C.C. and default terms of the NAESB Standard 6.3.1 Contract dated April 19, 2002, under Texas Law.

Atmos Energy Marketing, LLC

Houston, TX 77040-6091

(713) 688-7771

Fax: (713) 688-8162

INVOICE

Johnson County Gas Company
PO Box 339
Harold, KY 41635

Invoice Date 5/17/2007
Invoice Number 186915
Month 4/2007 Pipeline KYWVGAS
*** Due on May 29, 2007 ***

Attn: Accounts Payable

<u>FLOW DATE</u>	<u>DESCRIPTION</u>	<u>POINT/CONTRACT</u>	<u>VOLUME (MMBtu)</u>	<u>PRICE</u>	<u>AMOUNT</u>
4/1/07 - 4/30/07					
	Gas				
	KYWVGAS MN 58	Johnson Cty Gas	210	\$7.5580	\$1,587.18
	TCO 804310	Johnson Cty Gas	500	\$7.5580	\$3,779.00
	TCO 804310	Johnson Cty Gas	822	\$8.3652	\$6,876.19
	TOTAL GAS SALES		<u>1,532</u>		<u>\$12,242.37</u>
	Fuel				
	Fuel MN 58	Johnson Cty Gas	26	\$7.5580	\$196.51
	Other Charges				
	Management Fee	Johnson Cty Gas	1,532	\$0.1000	\$153.20
	Transport Charges				
	Transportation Basis	Johnson Cty Gas	500	\$1.0500	\$525.00
	Transportation Basis	Johnson Cty Gas	210	\$1.4000	\$294.00
					<u>\$819.00</u>
	TOTAL AMOUNT DUE		<u><u>1,532</u></u>		<u><u>\$13,411.08</u></u>

NOT PAID

Remit by wire transfer to:

Bank of America
Dallas, Texas
ABA # 0260 0959 3
Acct # 375 156 1125
Atmos Energy Marketing, LLC

Remit by ACH to:

Bank of America
Dallas, Texas
ABA # 111 000 012
Acct # 375 156 1125
Atmos Energy Marketing, LLC

Mail all other remittances to:

Atmos Energy Marketing, LLC
P.O. Box 847311
Dallas, Texas 75284-7311

For billing inquiries contact:

Tammy Ahrendt (Accountant)
(713) 316-6611
tammy.Ahrendt@atmosenergy.com

In the absence of a fully executed contract, this invoice represents an agreement between merchants in accordance with Article 2-104 of the U.C.C. and is subject to the U.C.C. and default terms of the NAESB Standard 6.3.1 Contract dated April 19, 2002, under Texas Law.

B10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT Eastern District of Kentucky		PROOF OF CLAIM
Name of Debtor: Johnson County Gas Company, Inc.		Case Number: 11-70410-jms
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): JOHNSON COUNTY FISCAL COURT		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: JOHNSON COUNTY FISCAL COURT C/O MICHAEL S. ENDICOTT, JOHNSON CO ATTY P.O. BOX 1287 PAINTSVILLE, KY 41240-5287		Case Claim Number: _____ (if known)
Telephone number: 606-789-8286		Filed on: _____
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ 90,983.04		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.		Specify the priority of the claim.
If all or part of your claim is entitled to priority, complete item 5.		
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
2. Basis for Claim: Delinquent Franchise taxes on gas (See instruction #2 on reverse side)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
3. Last four digits of any number by which creditor identifies debtor: _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.		<input checked="" type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Franchise Taxes on gas		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(...).
Value of Property: \$ _____ Annual Interest Rate _____ %		Amount entitled to priority: <u>\$90,983.04</u>
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____		
Amount of Secured Claim: \$ 90,983.04 Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
If the documents are not available, please explain:		
Date: 7-7-11	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <i>Michael S. Endicott, Johnson Co. Atty</i>	FOR COURT USE ONLY

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

TAX BILL MAINTENANCE - CHANGE/INQUIRE

CO: 1 JOHNSON COUNTY

Case 11-70410-jms Claim 3 Filed 07/08/11 Desc Main Document Page 2 of 10

*1. BILL NUMBER 900008035
 *2. TAX YEAR 2008
 BILL TYPE [R] Real [P] Personal A
 3. OWNER JOHNSON COUNTY GAS
 4. ADDRESS 1 C/O BUD RIFE
 5. ADDRESS 2 BOX 339
 6. ADDRESS 3 HAROLD KY 41635
 7. LOCATION ADDR. 1 FRANCHISE
 8. PROPERTY ADDRESS
 9. PURCHASER JOHNSON COUNTY
 10. ADDR 1
 11. ADDR 2
 12. ADDR 3
 13. ASSESSMENT
 DIST 1 UNIT OTH DIST
 14. ORIGINAL AMT 3,013.55
 15. MAP ID TANGIBLE
 16. DATE PAID/EXON
 AMOUNT PAID
 PARTIAL PAY TOTAL 5,000.00
 LAST DATE PAID 4/05/2011
 ANY CHANGE ? —

 * PRESS "F3" FOR *
 * PARTIAL PAYMENTS *

 * "F7" - QUICK PAY *

SEE ORIGINAL BILL:
 8035 2008
 ADJD

AMOUNT AS OF	.00	4/05/2011
INTEREST	.00	
(AT .0000 /MONTH)		
(FOR 0 MONTHS)		7/06/2011
CLERK FEE/COMM	0.00	0.00
SETTLE FEE	0.00	
ATTNY POST/COMM	0.00	41.36
ADV COST/ADD'L FEE	0.00	
BALANCE DUE	41.36	

*1. BILL NUMBER 200102
*2. TAX YEAR 2001
BILL TYPE [R] Real [P] Personal P
3. OWNER JOHNSON COUNTY GAS CO INC
4. ADDRESS 1 UNKNOWN
5. ADDRESS 2
6. ADDRESS 3
7. LOCATION ADDR. 1
8. PROPERTY ADDRESS FRANCHISE TAX BILL
9. PURCHASER JOHNSON COUNTY
10. ADDR 1
11. ADDR 2
12. ADDR 3
13. ASSESSMENT
DIST 01 UNIT OTH DIST
14. ORIGINAL AMT 5,036.88
15. MAP ID
16. DATE PAID/EXON
AMOUNT PAID

ORIGINAL AMT 5,036.88
INTEREST 5,540.57
(AT 50.3688 /MONTH)
(FOR 110 MONTHS)
CLERK FEE/COMM 0.00 1,057.75
SETTLE FEE 0.00
ATTNY POST/COMM 0.00 2,115.49
DUE 7/06/2011 13,750.69

* PRESS "F3" FOR *
* PARTIAL PAYMENTS *

* FUNCTION KEYS: *
* "F4" - WAIVE ATTN *
* "F5" - LAW SUIT *
* "F7" - QUICK PAY *

ANY CHANGE ? ___

*1. BILL NUMBER 122001
 *2. TAX YEAR 2002
 BILL TYPE [R] Real [P] Personal R
 3. OWNER JOHNSON COUNTY GAS CO INC
 4. ADDRESS 1 UNKNOWN
 5. ADDRESS 2
 6. ADDRESS 3
 7. LOCATION ADDR. 1
 8. PROPERTY ADDRESS FRANCHISE TAX BILL
 9. PURCHASER JOHNSON COUNTY

 * PRESS "F3" FOR *
 * PARTIAL PAYMENTS *

 * FUNCTION KEYS: *
 * "F4" - WAIVE ATTNY *
 * "F5" - LAW SUIT *
 * "F7" - QUICK PAY *

10. ADDR 1	ORIGINAL AMT	6,322.84	
11. ADDR 2	INTEREST	6,322.84	
12. ADDR 3	(AT 63.2284 /MONTH)		
13. ASSESSMENT	(FOR 100 MONTHS)		
DIST 1 UNIT	CLERK FEE/COMM	10.00	1,264.57
14. ORIGINAL AMT	6,322.84	SETTLE FEE	0.00
15. MAP ID	ATTNY POST/COMM	0.00	2,529.14
16. DATE PAID/EXON			
AMOUNT PAID			
	DUE 7/06/2011	16,449.39	

ANY CHANGE ? ___

*1. BILL NUMBER 12000
 *2. TAX YEAR 2000
 BILL TYPE [R] Real [P] Personal R
 3. OWNER JOHNSON COUNTY GAS COMPANY
 4. ADDRESS 1 UNKNOWN
 5. ADDRESS 2
 6. ADDRESS 3
 7. LOCATION ADDR. 1
 8. PROPERTY ADDRESS FRANCHISE TAX BILL
 9. PURCHASER JOHNSON COUNTY

 * PRESS "F3" FOR *
 * PARTIAL PAYMENTS *

 * FUNCTION KEYS: *
 * "F4" - WAIVE ATTNY *
 * "F5" - LAW SUIT *
 * "F7" - QUICK PAY *

10. ADDR 1	ORIGINAL AMT	4,775.59	
11. ADDR 2	INTEREST	5,921.73	
12. ADDR 3	(AT 47.7559 /MONTH)		
13. ASSESSMENT	(FOR 124 MONTHS)		
DIST 01 UNIT OTH DIST	CLERK FEE/COMM	10.00	1,068.63
14. ORIGINAL AMT 4,775.59	SETTLE FEE	0.00	
15. MAP ID FRANCHISE TAX BILL	ATTNY POST/COMM	0.00	2,137.26
16. DATE PAID/EXON AMOUNT PAID			
	DUE 7/06/2011	13,913.21	

ANY CHANGE ? ___

*1. BILL NUMBER 122006
 *2. TAX YEAR 2002
 BILL TYPE [R] Real [P] Personal R
 3. OWNER JOHNSON COUNTY GAS COMPANY INC
 4. ADDRESS 1 UNKNOWN
 5. ADDRESS 2
 6. ADDRESS 3
 7. LOCATION ADDR. 1
 8. PROPERTY ADDRESS FRANCHISE BILL
 9. PURCHASER JOHNSON COUNTY
 10. ADDR 1
 11. ADDR 2
 12. ADDR 3
 13. ASSESSMENT
 DIST 01 UNIT OTH DIST
 14. ORIGINAL AMT 29.98
 15. MAP ID
 16. DATE PAID/EXON
 AMOUNT PAID

 * PRESS "F3" FOR *
 * PARTIAL PAYMENTS *

 * FUNCTION KEYS: *
 * "F4" - WAIVE ATTNY *
 * "F5" - LAW SUIT *
 * "F7" - QUICK PAY *

ORIGINAL AMT	29.98	
INTEREST	29.98	
(AT .2998 /MONTH)		
(FOR 100 MONTHS)		
CLERK FEE/COMM	10.00	4.90
SETTLE FEE	0.00	
ATTNY POST/COMM	0.00	9.79
DUE 7/06/2011	84.65	

ANY CHANGE ? ___

TAX BILL MAINTENANCE - CHANGE/INQUIRE

CO: 1 JOHNSON COUNTY

Case 11-70410-jms Claim 3 Filed 07/08/11 Desc Main Document Page 7 of 10

*1. BILL NUMBER 2
 *2. TAX YEAR 2003
 BILL TYPE [R] Real [P] Personal P
 3. OWNER JOHNSON COUNTY GAS COMPANY INC
 4. ADDRESS 1 BOX 339
 5. ADDRESS 2 HAROLD KY 41635
 6. ADDRESS 3
 7. LOCATION ADDR. 1 ORIG BILL ID: 00F002 -2003
 8. PROPERTY ADDRESS FRANCHISE TAX BILL
 9. PURCHASER JOHNSON COUNTY

 * PRESS "F3" FOR *
 * PARTIAL PAYMENTS *

 * FUNCTION KEYS: *
 * "F4" - WAIVE ATTNY *
 * "F5" - LAW SUIT *
 * "F7" - QUICK PAY *

10. ADDR 1		ORIGINAL AMT	6,377.68	
11. ADDR 2		INTEREST	5,484.80	
12. ADDR 3		(AT 63.7768 /MONTH)		
13. ASSESSMENT	1.00	(FOR 86 MONTHS)		
DIST 1 UNIT		CLERK FEE/COMM	10.00	1,185.15
14. ORIGINAL AMT	6,377.68	SETTLE FEE	0.00	
15. MAP ID FRANCHISE		ATTNY POST/COMM	0.00	2,370.30
16. DATE PAID/EXON				
AMOUNT PAID				
		DUE 7/06/2011	15,427.93	

ANY CHANGE ? ___

*1. BILL NUMBER 5007
 *2. TAX YEAR 2005
 BILL TYPE [R] Real [P] Personal P
 3. OWNER JOHNSON COUNTY GAS COMPANY INC
 4. ADDRESS 1 BOX 339
 5. ADDRESS 2 HAROLD KY 41635
 6. ADDRESS 3
 7. LOCATION ADDR. 1 ORIG BILL ID: 05007F -2005
 8. PROPERTY ADDRESS FRANCHISE
 9. PURCHASER JOHNSON COUNTY

 * PRESS "F3" FOR *
 * PARTIAL PAYMENTS *

 * FUNCTION KEYS: *
 * "F4" - WAIVE ATTN *
 * "F5" - LAW SUIT *
 * "F7" - QUICK PAY *

10. ADDR 1	ORIGINAL AMT	5,797.43	
11. ADDR 2	INTEREST	3,594.41	
12. ADDR 3	(AT 57.9743 /MONTH)		
13. ASSESSMENT 1.00	(FOR 62 MONTHS)		
DIST 0 UNIT OTH DIST	CLERK FEE/COMM	10.00	938.08
14. ORIGINAL AMT 5,797.43	SETTLE FEE	0.00	
15. MAP ID FRANCHISE	ATTNY POST/COMM	0.00	1,876.17
16. DATE PAID/EXON			
AMOUNT PAID			
	DUE 7/06/2011	12,216.09	

ANY CHANGE ? ___

*1. BILL NUMBER 40001
 *2. TAX YEAR 2004
 BILL TYPE [R] Real [P] Personal R
 3. OWNER JOHNSON COUNTY GAS COMPANY INC
 4. ADDRESS 1 BOX 339
 5. ADDRESS 2 HAROLD KY 41635-0339
 6. ADDRESS 3
 7. LOCATION ADDR. 1 FRANCHISE BILL
 8. PROPERTY ADDRESS ORIGINAL #04F001
 9. PURCHASER JOHNSON COUNTY

 * PRESS "F3" FOR *
 * PARTIAL PAYMENTS *

 * FUNCTION KEYS: *
 * "F4" - WAIVE ATTNY *
 * "F5" - LAW SUIT *
 * "F7" - QUICK PAY *

10. ADDR 1	ORIGINAL AMT	6,111.68	
11. ADDR 2	INTEREST	4,644.88	
12. ADDR 3	(AT 61.1168 /MONTH)		
13. ASSESSMENT 1.00	(FOR 76 MONTHS)		
DIST UNIT OTH DIST	CLERK FEE/COMM	10.00	1,074.56
14. ORIGINAL AMT 6,111.68	SETTLE FEE	0.00	
15. MAP ID FRANCHISE TAX BILL	ATTNY POST/COMM	0.00	2,149.11
16. DATE PAID/EXON AMOUNT PAID			
	DUE 7/06/2011	13,990.23	

ANY CHANGE ? ___

TAX BILL MAINTENANCE - CHANGE/INQUIRE

CO: 1 JOHNSON COUNTY

Case 11-70410-jms Claim 3 Filed 07/08/11 Desc Main Document Page 10 of 10

*1. BILL NUMBER 100026
 *2. TAX YEAR 2010
 BILL TYPE [R] Real [P] Personal R
 3. OWNER JOHNSON COUNTY GAS COMPANY INC
 4. ADDRESS 1 ATTN BUD RIFE
 5. ADDRESS 2 BOX 339
 6. ADDRESS 3 HAROLD KY 41635
 7. LOCATION ADDR. 1 FRANCHISE TAX BILL
 8. PROPERTY ADDRESS
 9. PURCHASER JOHNSON COUNTY

 * PRESS "F3" FOR *
 * PARTIAL PAYMENTS *

 * FUNCTION KEYS: *
 * "F4" - WAIVE ATTNY *
 * "F5" - LAW SUIT *
 * "F7" - QUICK PAY *

10. ADDR 1	ORIGINAL AMT	3,868.99	
11. ADDR 2	INTEREST	154.76	
12. ADDR 3	(AT 38.6899 /MONTH)		
13. ASSESSMENT 1.00	(FOR 4 MONTHS)		
DIST UNIT OTH DIST	CLERK FEE/COMM	10.00	356.25
14. ORIGINAL AMT 3,868.99	SETTLE FEE	0.00	
15. MAP ID FRANCHISE TAX BILL	ATTNY POST/COMM	1.00	712.49
16. DATE PAID/EXON	ADV COST/ADD'L FEE	6.00	
AMOUNT PAID			
	DUE 7/06/2011	5,109.49	

ANY CHANGE ? _

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF KENTUCKY		PROOF OF CLAIM
Name of Debtor: JOHNSON COUNTY GAS COMPANY, INC.		Case Number: 11-70410-JMS
NOTE: <i>This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Department of the Treasury - Internal Revenue Service		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346		Court Claim Number: _____ <i>(If known)</i>
Telephone number: 1-800-973-0424 Creditor Number: 4588679		Filed on: _____
Name and address where payments should be sent (if different from above): Internal Revenue Service 600 DR. MARTIN LUTHER KING JR. PL Room 651 LOUISVILLE, KY 40202		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone Number: (502) 572-2211		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>100.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan -11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input checked="" type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: <u>\$ 100.00</u> <i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: Taxes _____ (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>See Attachment</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate ____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>07/28/2011</u> /s/ MICHAEL LITTLE, Bankruptcy Specialist (502) 572-2211 Internal Revenue Service 600 DR. MARTIN LUTHER KING JR. PL Room 651 LOUISVILLE, KY 40202		FOR COURT USE ONLY

Proof of Claim for Internal Revenue Taxes



Form 10
Attachment

Department of the Treasury/Internal Revenue Service

In the Matter of: JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HAROLD, KY 41635

Case Number	11-70410-JMS
Type of Bankruptcy Case	CHAPTER 11
Date of Petition	06/27/2011

The United States has not identified a right of setoff or counterclaim. However, this determination is based on available data and is not intended to waive any right to setoff against this claim debts owed to this debtor by this or any other federal agency. All rights of setoff are preserved and will be asserted to the extent lawful.

Unsecured Priority Claims under section 507(a)(8) of the Bankruptcy Code

<i>Taxpayer ID Number</i>	<i>Kind of Tax</i>	<i>Tax Period</i>	<i>Date Tax Assessed</i>	<i>Tax Due</i>	<i>Interest to Petition Date</i>
XX-XXX2413	CORP-INC	12/31/2010	1 NOT FILED	\$100.00	\$0.00

Total Amount of Unsecured Priority Claims: \$100.00

IF THE ABOVE LIABILITY HAS BEEN LISTED AS A POTENTIAL LIABILITY FOR THE DEBTOR BECAUSE THE RETURN HAS NOT BEEN FILED, AS SOON AS THE DEBTOR FILES THE RETURN WITH THE IRS AS REQUIRED BY LAW THIS CLAIM WILL BE ADJUSTED TO REFLECT THE ASSESSED LIABILITY.

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF KENTUCKY		PROOF OF CLAIM
Name of Debtor: JOHNSON COUNTY GAS COMPANY, INC.		Case Number: 11-70410-JMS
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Department of the Treasury - Internal Revenue Service		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346		Court Claim Number: 4 <i>(If known)</i>
Telephone number: 1-800-973-0424 Creditor Number: 4588679		Filed on: <u>07/28/2011</u>
Name and address where payments should be sent (if different from above): Internal Revenue Service 600 DR. MARTIN LUTHER KING JR. PL Room 651 LOUISVILLE, KY 40202		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone Number: (502) 572-2211		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>0.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(<u> </u>). Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: <u>Taxes</u> <i>(See instruction #2 on reverse side.)</i>		
3. Last four digits of any number by which creditor identifies debtor: <u>See Attachment</u>		
3a. Debtor may have scheduled account as: _____ <i>(See instruction #3a on reverse side.)</i>		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate ____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 08/30/2011 /s/ MICHAEL LITTLE, Bankruptcy Specialist (502) 572-2211	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Internal Revenue Service 600 DR. MARTIN LUTHER KING JR. PL Room 651 LOUISVILLE, KY 40202	
		FOR COURT USE ONLY

Proof of Claim for Internal Revenue Taxes



Form 10
Attachment

Department of the Treasury/Internal Revenue Service

In the Matter of: JOHNSON COUNTY GAS COMPANY, INC.
PO BOX 339
HAROLD, KY 41635

Case Number	11-70410-JMS
Type of Bankruptcy Case	CHAPTER 11
Date of Petition	06/27/2011

Amendment No. 1 to Proof of Claim dated 07/28/2011.

The United States has not identified a right of setoff or counterclaim. However, this determination is based on available data and is not intended to waive any right to setoff against this claim debts owed to this debtor by this or any other federal agency. All rights of setoff are preserved and will be asserted to the extent lawful.

Unsecured Priority Claims under section 507(a)(8) of the Bankruptcy Code

<i>Taxpayer ID Number</i>	<i>Kind of Tax</i>	<i>Tax Period</i>	<i>Date Tax Assessed</i>	<i>Tax Due</i>	<i>Interest to Petition Date</i>
XX-XXX2413	CORP-INC	12/31/2010	08/15/2011	\$0.00	\$0.00

Total Amount of Unsecured Priority Claims: \$0.00

UNITED STATES BANKRUPTCY COURT Eastern District of Kentucky		PROOF OF CLAIM
Name of Debtor: Johnson County Gas Company, Inc.		Case Number: 11-70410-jms
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Commonwealth of Kentucky Department for Local Government		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Department for Local Government 1024 Capital Center Dr., Suite 340		Court Claim Number: _____ <i>(if known)</i>
Telephone number: (502) 573-2382		Filed on: _____
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>1,984,429.80</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5 <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>Money Loaned</u> <i>(See instruction #2 on reverse side.)</i>		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)
3. Last four digits of any number by which creditor identifies debtor: <u>4011</u> 3a. Debtor may have scheduled account as: <u>See attached</u> <i>(See instruction #3a on reverse side.)</i>		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4)
4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: All property of Debtor, including gas lines, land, tangible property, etc Value of Property: \$ <u>1,255,157.50</u> Annual Interest Rate <u>5%</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>1,984,429.80</u> Basis for perfection: <u>filed Mtg/SA/PN</u> Amount of Secured Claim: \$ <u>1,255,157.50</u> Amount Unsecured: \$ <u>729,272.30</u>		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8)
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)()
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See definition of "redacted" on reverse side)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
Date: 08/03/2011	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. /s/ Andrew S. Hartley, Attorney for Department for Local Government	FOR COURT USE ONLY
		Andrew Hartley <small>Digitally signed by Andrew Hartley DN: cn=Andrew Hartley, o=Department for Local Government, ou=Legal Services, email=andrew.hartley@ky.gov, c=US Date: 2011.08.03 14:44:26 -0400</small>

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Proof of Claim for Creditor
Department for Local Government

In the matter of:

Johnson County Gas Bankruptcy

Case # 11-70410-jms

Supplemental answers to Proof of Claim

1. Schedule of interest and penalties. See Exhibit 1, filed electronically as "2011-08-03 Schedule of Interest.pdf"

3a. Full name of Creditor is Commonwealth of Kentucky, Department for Local Government. At the time of the original Mortgage/Security Agreement/Promissory Note, Creditor was known as the Department of Community and Regional Development. The Creditor may be known to Debtor under any the following names:

Department for Local Government
Department of Local Government
Governor's Office for Local Development
Governor's Office of Local Development
Department of Community and Regional Development
Department for Community and Regional Development

4. The Department for Local Government disputes Debtor's assertion that \$1,796,700.00 of the Department's claim is unsecured. See 7 below for proof of the secured claim.

7. See Exhibit 2, filed electronically as "Documentation of Secured Interest 1.pdf" and "Documentation of Secured Interest 2.pdf"

NAME	TERMS				PRINCIPAL				Date Through Which Interest Paid	Date Through Which to Accrue Interest	# Days Accrued	Accrued Interest
	APPROVED	TERM	RATE	LOANED	RESTRUCTURED	Principal Pd	BAL					
JOHNSON CO. J. CO. RESTRD. - reverted to original agreement when defaulted	10-7-80, 1-14-81	30 Years	0.05125	1,321,374.00		66,216.50	1,255,157.50	4/1/2000	7/31/2011	4138	\$ 729,272.30	
	6/16/1998	30 Years	0.04		655,302.00	0.00	0.00					

SECURITY AGREEMENT AND MORTGAGE

10-30-81
File 91796
BIC 59 Pg. 619

THIS SECURITY AGREEMENT AND MORTGAGE made and entered into this 1st day of October, 1981, by and between JOHNSON COUNTY GAS COMPANY, INC., a Kentucky corporation with principal offices located at Box 113, Powell Addition, Van Lear, Johnson County, Kentucky 41265, hereinafter referred to as the Debtor; and THE COMMONWEALTH OF KENTUCKY, acting by and for the use and benefit of the Department of Community and Regional Development, Capital Plaza Tower, Frankfort, Kentucky 40601, hereinafter referred to as the Secured Party;

WITNESSETH:

WHEREAS, the Debtor has applied, been approved for and received a loan from the Secured Party's Gas Systems Restoration Project Account, hereinafter referred to as GSRP Account, in the amount of one million three hundred twenty-one thousand three hundred seventy-four dollars and no cents (\$1,321,374.00), with interest to run thereon at the rate of 5.125 percent, compounded annually for thirty years from October 1, 1981; and

WHEREAS, as a prerequisite to the receipt of the loan funds the Debtor agreed to and executed CONDITIONS OF LOAN TO JOHNSON COUNTY GAS COMPANY, INC., a true copy of which is attached hereto and marked as JOHNSON COUNTY GAS SECURITY AGREEMENT EXHIBIT A, hereinafter referred to as Conditions, and said conditions were amended by AMENDMENT TO THE CONDITIONS OF LOAN TO JOHNSON COUNTY GAS COMPANY, INC., a true copy of which is attached hereto and marked as JOHNSON COUNTY GAS SECURITY AGREEMENT EXHIBIT B, hereinafter referred to as Amended Conditions; and

WHEREAS, no promissory note evidencing said indebtedness has before this date been executed by the Debtor although the Debtor has received the loan proceeds and will begin making payments thereon as indicated and required by this Security Agreement and Mortgage and the note secured hereby beginning October 1, 1981; and

WHEREAS, paragraph eleven of said Conditions provides that the Secured Party shall have as security for the loan a lien on all the Debtor's assets and future earnings, but no lien has been created nor security agreement executed by the Debtor in favor of the Secured Party providing the Secured Party with a security lien as agreed upon; and

WHEREAS, the Debtor has executed this date a promissory note as evidence of the debt secured by this Security Agreement and Mortgage and now wishes to execute this Security Agreement and Mortgage granting, releasing, assigning, transferring, pledging and conveying to the Secured Party the lien as required by said Conditions and Amended Conditions;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, and in order to effectuate the aforesaid mortgage lien security interest to the Secured Party, the parties hereto hereby mutually agree, covenant and bind themselves as follows:

1. In order to secure the performance of a promissory note of even date herewith in the principal amount of \$1,321,374.00, with interest to run thereon at the rate of 5.125% compounded annually from October 1, 1981, to be paid in annual installment payments in the amount of \$87,185.94 for thirty years, with the annual installment payments first applied to interest and the balance to principal, the first annual installment payment in the amount of \$87,185.94 due and payable on the first day of October, 1982 and the remaining annual installment payments of \$87,185.94 for each subsequent year during the life of the loan being due and payable on the first day of October thereafter for thirty years, the final payment of interest and principal due and payable on the first day of October, 2011. A non-interest bearing escrow account shall be maintained by the Secured Party for the Debtor into which the Debtor shall make twelve monthly installment payments yearly for purposes of accumulating sufficient funds to meet and be applied to the annual installment payments of interest

and principal as hereinbefore stated, said monthly escrow installment payments to be made as follows: first monthly escrow installment payment in the amount of \$3,051.51 due and payable on the 1st day of October, 1981, and the remaining October escrow installment payments of \$3,051.51 for each subsequent year during the life of the loan being due and payable on the 1st day of October thereafter for thirty years; second and third monthly escrow installment payments in the amount of \$6,103.02 due and payable respectively on the 1st day of November and December, 1981, and the remaining November and December escrow installment payments of \$6,103.02 for each subsequent year during the life of the loan being due and payable respectively on the 1st day of November and December thereafter for thirty years; fourth, fifth, sixth and seventh monthly escrow installment payments in the amount of \$12,641.96 due and payable respectively on the 1st day of January, February, March and April, 1982 and the remaining January, February, March and April escrow installment payments in the amount of \$12,641.96 for each subsequent year during the life of the loan being due and payable respectively on the 1st day of January, February, March and April thereafter for thirty years; eighth and ninth monthly escrow installment payments in the amount of \$6,103.01 due and payable respectively on the 1st day of May and June, 1982, and the remaining May and June escrow installment payments in the amount of \$6,103.01 for each subsequent year during the life of the loan being due and payable respectively on the 1st day of May and June thereafter for thirty years; the tenth, eleventh and twelfth monthly escrow installment payments in the amount of \$3,051.51 due and payable on the 1st day of July, August and September 1982, and the remaining July, August and September escrow installment payments of \$3,051.51 for each subsequent year during the life of the loan being due and payable on the 1st of July, August and September thereafter for thirty years with the final monthly escrow installment

payment in the amount of \$3,051.51 due and payable on the 1st day of September, 2011. The twelve monthly escrow installment payments, accumulating \$87,185.94 shall be applied by the Secured Party to the Debtor's annual payment of interest and principal on the first day of October for each year during the life of the loan as hereinbefore stated; the Debtor hereby grants, releases, assigns, transfers, pledges, conveys and mortgages to the Secured Party a first mortgage lien and security interest in all property, both real and personal, tangible and intangible, as listed on the schedule of property attached hereto and marked as JOHNSON COUNTY GAS SECURITY AGREEMENT EXHIBIT C, SCHEDULE OF MORTGAGED PROPERTY AND COLLATERAL, said listing comprising all of the Debtor's assets.

2. It is covenanted and agreed that this agreement secures additional future loan advances to the Debtor and the notes evidencing the same, and all renewals or extensions thereof, and all renewals or extensions of the loan secured hereby and the note evidencing the same, provided the total principal balance does not exceed the principal amount of \$1,450,000 at any one time.

3. The Debtor hereby ratifies and reaffirms the terms and conditions set out in the attached Conditions and Amended Conditions to the extent said Conditions and Amended Conditions are not modified by the terms and conditions set out in this Security Agreement and Mortgage, said Debtor adopting the same as if set out anew herein, said Conditions and Amended Conditions as modified by this agreement constituting covenants of this Security Agreement and the note secured thereby, and breach of these Conditions and or Amended Conditions, as modified herein, and or failure to timely make any installment payment as set out herein, or breach of any other covenant as contained herein or contained in the note secured hereby, shall constitute default and a material breach of the terms hereof for which the Secured Party may proceed to enforce its rights hereunder and under the terms of the promissory note secured hereby by initiating foreclosure proceedings

as provided herein or as provided by law, at the option of the Secured Party.

4. It is covenanted and agreed that under the terms of this agreement and the note secured hereby, time of performance shall be of the essence.

5. It is further covenanted and agreed that the Debtor will not, without the written consent of the Secured Party, sell, contract to sell, lease, encumber, or otherwise dispose or alienate any of the property used as security in this agreement or any interest therein, other than what is necessary in the ordinary course of business, until the terms and conditions of this Security Agreement and Mortgage and of the note and or notes secured hereby have been fully satisfied.

6. The Debtor shall insure all of the property secured by this Security Agreement with companies acceptable to the Secured Party against such casualties and in such amounts as the Secured Party shall require in writing subsequent to this agreement. The insurance shall be for the benefit of the Debtor and the Secured Party as their interest may appear. The Secured Party is hereby authorized to collect from the insurance company any amount that may become due under any of such insurance, and the Secured Party may apply the same to the obligations hereby secured, applying the same first to interest with the balance applied to principal.

7. The Debtor shall pay promptly when due all taxes and assessments levied on any of the property used as security in this agreement or on its use and operation.

8. The Debtor will not suffer or permit any waste, impairment, deterioration, removal or demolition of the mortgaged property or any part thereof, other than what is necessary in the ordinary course of business, and will keep its properties in good repair, working order and condition and from time to time will make all needed and proper repairs, and improvements thereto so that the business carried on by

the Debtor may be properly and advantageously conducted at all times in accordance with prudent business management, and the Debtor will, subject to the provisions hereof, maintain its corporate existence.

9. The Secured Party shall have the right to examine and inspect the property used as security herein at any reasonable time and shall have the right to remove the same from the Debtor's premises in the event of default. For purposes of removal and possession of said property, the Secured Party may enter any premises of the Debtor without legal process, and the Debtor hereby waives and releases the Secured Party of and from any and all claims in connection therewith or arising therefrom.

10. This agreement and the note secured hereby shall be construed according to the applicable laws of the state of Kentucky and all obligations of the parties created hereunder are to be performed in the state of Kentucky.

11. Failure of the Secured Party to exercise any right or remedy, including but not limited by reason of enumeration, the acceptance of partial or delinquent payments, shall not constitute a waiver of any obligation of the Debtor nor the right or rights of the Secured Party or a waiver of any other similar default subsequently occurring.

TO HAVE AND TO HOLD all the property and assets of the Debtor, both real and personal, tangible and intangible including but not limited by reason of enumeration, future and or contingent interest of the Debtor, as hereinbefore set out in the attached exhibit, unto the Secured Party, its heirs and assigns, forever with the Debtor's warranty that the property herein listed constitutes all of the Debtor's property and that no other financing statement or mortgage covering said property or any part thereof or interest therein has been executed by the Debtor and or filed and recorded in any public office, except for a Notice of Lis Pendens recorded August 25, 1981 in the amount of \$65,085.08 on behalf of Columbia Gas of Kentucky, Inc., a Judgment Creditor.

IN TESTIMONY WHEREOF, witness the signature of the President of the Debtor, on behalf of said corporation;

JOHNSON COUNTY GAS COMPANY, INC.

BY: [Signature]
DANNY PRESTON, PRESIDENT

STATE OF KENTUCKY

COUNTY OF Kentucky

Before me, Joyce B. Kratzer, a notary public in and for the state and county aforesaid this day personally appeared DANNY PRESTON, being the President of JOHNSON COUNTY GAS COMPANY, INC., a Kentucky corporation, who is known to me to be the President of JOHNSON COUNTY GAS COMPANY, INC., a Kentucky corporation, and acknowledged that he, as the duly authorized representative of the aforesaid corporation, having been authorized by resolution of the corporation's Board of Directors, executed the foregoing SECURITY AGREEMENT AND MORTGAGE, on behalf of the aforesaid corporation, and said agreement was executed as and is the free and voluntary act and deed of JOHNSON COUNTY GAS COMPANY, INC., for the uses and purposes set forth therein this 1st day of October, 1981.

Joyce B. Kratzer
Notary Public, State of Kentucky
At-Large

My Commission expires: 11-19-84.

This instrument prepared by:

[Signature]
Jeffrey L. Robart
Legal Counsel
Commerce Cabinet
24th Floor, Capital Pl
Frankfort, Kentucky 4
(502) 564-7670

THE ORIGINAL IS ON FILE IN THE JOHNSON COUNTY COURT CLERK'S OFFICE IN PAINTSVILLE.

STATE OF KENTUCKY
COUNTY OF JOHNSON

I, BETTY JO CONLEY, CLERK of the County Court of the County and State aforesaid, do certify that the foregoing MORTGAGE was on the 11th day of OCTOBER, 1981 lodged in my office for record, whereupon the same has been duly recorded. Given under my hand this the 16th day of OCTOBER, 1981.
BETTY JO CONLEY, Clerk
By: [Signature], D. C.

I, [Signature], Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true and correct copy as recorded in my office in Paintsville Book 82, page 287, records of the Johnson County Court Clerk's Office. Given under my hand this the 11th day of October, 1981.
(SEAL) BETTY JO CONLEY, CLERK
BY: [Signature], D. C.

RECORDED IN BOOK
82 PAGE 287-292

CONDITIONS OF LOAN TO JOHNSON COUNTY GAS COMPANY, INC.

The undersigned, Johnson County Gas Company, Inc. (hereafter referred to as gas system), being a natural gas distribution system operated wholly within the Commonwealth of Kentucky, and having applied for a loan from the Gas System Restoration Project Account (hereafter referred to as GSRP Account) in the amount of \$1,071,374, hereby agrees to the following terms as a condition of said loan:

1. The gas system shall be brought into compliance with federal and state pipeline safety standards and regulations of the Energy Regulatory Commission, (hereafter referred to as ERC), and the U.S. Department of Transportation.

- 1a. Final engineering plans, specifications and documents shall be approved by ERC before construction and rehabilitation may commence.
- 1b. Gas System loan applications and/or engineering plans and specifications shall be reviewed by the Department for Natural Resources and Environmental Protection (hereafter referred to as DNREP) and application eligibility will be contingent upon approval by said Department. Engineering plans and specifications shall contain information required by DNREP as indicated during predesign conference.
- 1c. Gas System loan application shall be reviewed by the Kentucky Department of Energy to determine feasibility of industrial users on said system switching from gas to coal.
- 1d. Upon determination by the GSRP Account Review Board system operators shall be notified in writing of approval or disapproval and additional loan conditions.
- 1e. Contracts for construction, rehabilitation or maintenance shall be governed by KRS Chapter 45A (attached).
- 1f. Gas System shall contract with the design engineering firm to perform daily resident inspections which will determine whether gas system is in compliance with approved plans and specifications as well as any conditions imposed by GSRP Review Board or state agency, and which will be made throughout the construction period. Inspection report shall be provided to the Department for Local Government.
- 1g. Gas System and Construction personnel shall cooperate with all inspections required throughout the construction process.

2. Proceeds of the loan shall be used for payment of gas system's business debts which pre-exist the loan and for construction and rehabilitation of the gas system and for no other purpose.

JOHNSON COUNTY GAS SECURITY AGREEMENT EXHIBIT A

- 2a. Any payment made directly to the gas system shall be deposited in a separate identifiable account.
3. Payment of proceeds of the loan for existing indebtedness shall be made directly to each creditor from the GSRP Account.
 - 3a. The amount of any debt may be reduced by agreement with the creditor, but in no event shall the amount paid exceed the original amount of the debt.
 - 3b. Payments shall be made to all creditors upon closing of the loan and subject to the approval of the Economic Development Administration for all debts listed with the ERC, October 6, 1980. The Board may give consideration to the payment of certain specific debts incurred between this date and the completion of reconstruction.
4. Payment of proceeds of the loan for construction and rehabilitation shall be in the form of progress payments to the contractor from the GSRP Account.
 - 4a. Contractor shall submit to the Commonwealth of Kentucky a statement detailing the work performed and the amount due.
 - 4b. Fifteen percent (15%) of the total loan for such purposes shall be withheld until all work is completed in accord with approved plans and specifications to the satisfaction of ERC and the design engineer.
 - 4c. Engineer shall receive payment for plans and specifications and inspections during construction in accordance with his contract with the gas system.
5. The annual amount due GSRP Account from Gas System on this loan may be made payable in monthly installments which shall reflect the following percentages of total annual amount due: January - April, 14.5% per month; May - June, 7.0% per month; July - October, 3.5% per month; and November - December, 7.0% per month. Interest on the loan shall begin on the first day of the month the final construction payment is paid to the contractor, exclusive of retainage. The first payment of principal and interest on the loan shall be due before the 10th day of the next month.
 - 5a. If ownership of the gas system is transferred by sale before repayment of the loan, the entire amount of outstanding principal and interest due shall be repaid before completion of the sales transaction.
 - 5b. Three years after the Review Board's loan approval the Board may review and adjust the payback rate as they deem necessary. After this review the rate shall be reconsidered and adjusted if necessary every five years.
6. One full-time supervisory employee of the gas system shall receive management training approved by ERC at the expense of said gas system.

7. Gas System shall place 5% of its annual gross revenue in an escrow account for replacement or emergency repair of equipment until \$50,000 is accrued and the percentage may be reduced thereafter provided said amount is maintained in the escrow account.

7a. Gas System must petition for and gain written approval from the GSRP Account Review Board before funds may be withdrawn from its escrow account for any purpose.

7b. Any emergency meeting of the GSRP Account Review Board may be called upon twenty-four (24) hours notice by the Chairman of the GSRP Account Review Board to approve the withdrawal of any funds from an escrow account.

8. Gas System shall cooperate with the State Fire Marshal's Office on inspection of gas-fed appliances for compliance with federal and state safety regulations.

9. The gas system shall be designed and service connections controlled to avoid direct or indirect impacts on wetlands and flood hazard areas in compliance with Executive Orders 11990 and 11988 and the Economic Development Administration's implementation program (Federal Register Vol. 44 No. 171; 31 August 1979). In communities with identified flood hazard area, service connections to new structures within the base (1%) floodplain that are in noncompliance with adopted floodplain management plans or ordinances shall be prohibited.

10. Semi-annual management audits, paid for by the gas system shall be conducted by a consultant acceptable to ERC and DLG unless the audit is performed by those agencies.

10a. The auditor shall determine compliance of gas system with the conditions of this document.

10b. Audit results shall include a narrative and shall be submitted to the gas system, DLG, ERC, the Account Review Board and such others as may be requested by DLG.

10c. The audit shall list and locate all extensions and service connections to the system constructed since the previous report.

10d. Gas System shall take all necessary action to correct noncompliance with these conditions, if any, before the next management audit is scheduled to be conducted.

11. As security for the loan the Commonwealth of Kentucky shall have a lien on all assets and future earnings of the gas system, and said lien shall be superior to all others, and shall include the following procedure:

11a. The Gas System waives the right to foreclosure by court action and agrees to the following procedure:

JOHNSON COUNTY GAS SECURITY AGREEMENT EXHIBIT A

- 11b. In the event that two consecutive management audits show noncompliance with any of the conditions contained herein the Commonwealth of Kentucky, Department for Local Government, shall appoint a receiver subject to the approval of the Account Review Board, who shall assume management and control of the gas system upon ten days notice to gas system.
 - 11b.1. If special conditions exist, the Account Review Board may allow the gas system six months beyond the second audit showing noncompliance during which time areas of noncompliance must be corrected to avoid receivership.
 - 11c. The receiver shall be reimbursed from revenues of the gas system and shall operate the gas system until it is brought into compliance with the conditions stated herein to the satisfaction of the Account Review Board, at which time responsibility for operation of the gas system shall be restored to the applicant upon such terms and conditions as required by the Account Review Board.
 - 11d. If the Account Review Board determines that it is not feasible to bring the gas system into lasting compliance, the gas system shall be sold and the proceeds applied to the loan. If the subject utility falls under the jurisdiction of the Kentucky Energy Regulatory Commission, then the Account Review Board shall make application to the ERC for authority to transfer the assets of the utility to another entity which has been found ready, willing, and able to assume the operations of the subject utility.
12. Gas System Operator shall sign and adhere to the provisions set forth in the following forms (attached hereto):
- 12a. Form ED-525, "Certification of Compliance with the Clean Air Act and the Federal Water Pollution Control Act."
 - 12b. Form ED-501A, "Certification of Non Relocation."
 - 12c. Form ED-168, "Relocation and Land Acquisition Certificate."
 - 12d. Form ED-503, "Assurances of Compliance with the Department of Commerce and the Economic Development Administration Regulations under Title VI of the Civil Rights Act of 1964 and Public Law 92-65."
 - 12e. Form ED-612, "Current and Projected Job Opportunities."
13. Gas System shall not discriminate in employment, operation or contractual activities on the grounds of race, color, national origin, or sex.

JOHNSON COUNTY GAS SECURITY AGREEMENT EXHIBIT A

14. The Gas System Operator shall meet all requirements under the Davis Bacon Act.

14a. The Gas System shall assure that prevailing wages as determined by the U.S. Department of Labor are paid to workers hired specifically to perform activities funded by this loan.

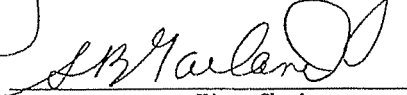
14b. The gas System shall assure that these wages are paid onsite, and weekly.

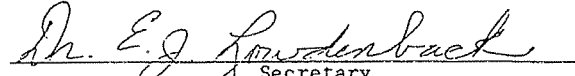
14c. The Gas System shall assure that the wage scale shall be posted in the place of work.

15. Public liability insurance shall be maintained for the term of the loan by the gas system to conform with their limits of the current policy or at the determination of the board, and the Commonwealth of Kentucky shall be named on said policy as an additional insured.


The GSRP Account Review Board has approved a loan to the Johnson County gas Company, Inc. for \$1,071,734 at 5.125% interest compounded annually for thirty (30) years beginning on the first day of the month the final construction payment is paid to the contractor conditional upon written concurrence from the Economic Development Administration that the gas system has satisfactorily met all requirements of the program.


Chairman


Vice-Chairman


Secretary

The Johnson County Gas Company, Inc. agrees to and will abide by all conditions set forth in this document. This document is executed on the 4 day of Nov., 19 80 as the true and voluntary act of the stockholders of the Johnson County gas Company, Inc.

By 
Dandy Preston, President

AMENDMENT TO THE CONDITIONS OF LOAN TO JOHNSON COUNTY GAS COMPANY, INC.

The undersigned, Johnson County Gas Company, Inc., having applied for an additional loan from the Gas System Restoration Project (GSRP) Account in the amount of \$250,000 hereby agrees to the following terms as a further condition of the loan:

- 1. The proceeds of this additional loan shall be used for reconstruction of the gas distribution system, the payment of related engineering and inspection costs, and to pay an inspector for making inspections beyond the meters with the understanding that the inspector and the fee shall be approved by the Energy Regulatory Commission, the State Fire Marshal, and the Department for Local Government; and
2. It shall be understood that the proceeds of this additional loan may not be used for the payment of company debts including the purchase of gas; and
3. The original loan of \$1,071,374 and the additional loan of \$250,000 shall be combined for a total loan of \$1,321,374 at 5.125 percent interest to Johnson County Gas Company, Inc. for the purpose of preparing a revised total annual amount due and a monthly payment schedule; and
4. All terms and conditions of the original loan agreement executed November 4, 1980 shall continue to be effective and apply to the amended agreement except where expressly altered herein.

The GSRP Account Review Board has approved an additional loan to Johnson County Gas Company, Inc. in the amount of \$250,000 for a combined loan of \$1,321,374 at 5.125 percent interest compounded annually for 30 years beginning on the first day of the month the final construction payment is paid to the contractor subject to approval of the Economic Development Administration.

[Signature]
Chairman, GSRP

[Signature]
Vice Chairman, GSRP

E. J. Bowdenlock, Ed. D.
Secretary, GSRP

This document is hereby executed on this 30 day of JAN, 19 81 as the true and voluntary act of Johnson County Gas Company, Inc as authorized by its Board of Directors.

COUNTY Johnson

By: [Signature] Pres.
Danny Preston, President

PROJECT # Johnson County Gas

JOHNSON COUNTY GAS SECURITY AGREEMENT EXHIBIT B

DATE 3-12-81

STATE OF KENTUCKY

COUNTY OF JOHNSON

I, BERTHA JOHNSON, CLERK of the county Court, do hereby certify that the foregoing Mortgage was recorded in my Office for recording, January 10th, 1962, and that the same has been duly recorded.

Witness my hand this 6th day of March, 1962.

BY _____

Bertha Johnson

RECORDED IN BOOK

85 PAGE 6-19

S+R

COMMONWEALTH OF KENTUCKY
FLOYD CIRCUIT COURT
DIVISION II
CASE NO. 08-CI-00358

COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR LOCAL GOVERNMENT

PLAINTIFF

v. AMENDED COMPLAINT FOR DECLARATORY JUDGMENT

JOHNSON COUNTY GAS COMPANY, INC
P.O. BOX 339
HIGHWAY 23
HAROLD, KENTUCKY 41635

DEFENDANT

SERVE: Registered Agent
Bud Rife
P.O. Box 339
Highway 23
Harold, KY 41635

Filed _____ Entered _____
Tendered _____ Received _____
This 9 day of May 20 08
Douglas B. [Signature] Clerk
By [Signature] D.C.

*** **

Comes the Plaintiff, Commonwealth of Kentucky, Department for Local Government, and for its Complaint for Declaratory Judgment states as follows:

1. The Plaintiff in this action is the Commonwealth of Kentucky Department for Local Government whose address is 700 Capital Avenue, Suite 101 Frankfort, Kentucky 40601.
2. The Defendant, Johnson County Gas Company, Inc., is a Kentucky Corporation whose principal place of business is located in Harold, Floyd County, Kentucky.
3. That on or about the 1st day of October, 1981, the Defendant executed a Note to the Commonwealth of Kentucky in the amount of \$1,321,374.00. A copy of this Note is attached hereto, made a part hereof, and marked Exhibit "A".
4. This Note was secured by a Security Agreement and Mortgage dated the 1st day of October, 1981. This Security Agreement and Mortgage was properly recorded in the County

of the then principal place of business of the Corporation which was Johnson County, Kentucky. A copy of same is attached hereto, made a part hereof and marked Exhibit "B".

5. Thereafter, the principal place of business of the Defendant was changed to Haroid, Floyd County, Kentucky.

6. On or about the 16th day of July, 1998, the Defendant sought to change the terms of its obligation with the Plaintiff by executing two Notes and Mortgages involving the same indebtedness. Copies of the two Notes are attached hereto, made a part hereof, and marked Exhibits "C" & "D" respectively.

7. To secure these Notes, the Defendant executed an Amended and Restated Security Agreement and Mortgage. A copy of same is attached hereto, made a part hereof and marked Exhibit "E".

8. The new Notes, as approved by the Public Service Commission gave the Defendant new more favorable repayment terms.

9. Thereafter, a modification occurred on or about March 5, 1999, styled Modification of Amended and Restated Security Agreement and Mortgage, a copy of which is attached hereto, made a part hereof, and marked Exhibit "F". The Public Service Commission approved these changes.

10. The conditions of the loan as set forth in a Stock Purchase Agreement, which is attached hereto, made a part hereof, and marked Exhibit "G", clearly indicate that in the event of default, the parties agreed to revert to the provisions of the prior Note and Mortgage, dated October 1, 1981.

11. The original Amended Security Agreement and Mortgage and Modification of Amended and Restated Security Agreement and Mortgage have been lost as they cannot be located in the records of the Plaintiff.

12. There is further evidence of all of these transactions in the records of the Public Service Commission which was required by law to approve these loans.

13. The copy of the Amended Mortgage and Security Agreement should be declared valid, enforceable, and recordable in the Office of the Floyd County Clerk.

14. The copy of the Modification of Amended and Restated Security Agreement and Mortgage should be declared valid, enforceable, and recordable in the Office of the Floyd County Clerk.

15. The parties to the Amended Mortgage and Security Agreement should be deemed to have signed and acknowledged same.

WHEREFORE, the Plaintiff prays for an Order of this Court,

1. Establishing the existence and validity of the Amended and Restated Security Agreement and Mortgage, even though no original is available for recording;

2. Establishing the existence and validity of the Modification of Amended and Restated Security Agreement and Mortgage, even though no original is available for recording;


3. For an Order declaring the copies of the Amended and Restated Security Agreement and Mortgage and the Modification of Amended and Restated Security Agreement and Mortgage be treated as originals for recording purposes;

4. For an Order that the parties to the Amended Mortgage and Security Agreement signed and acknowledged same.

5. For an Order directing that the Clerk of Floyd County file a copy of the aforementioned documents in the public record when presented with same for recording; and,

6. For all other relief both legal and ethical which the Plaintiff may be granted.

Respectfully submitted,



K. GAIL. RUSSELL
Goldberg Simpson, LLC
9301 Dayflower Street
Louisville, KY 40059
Phone, (502) 589-4440
Fax, (502) 581-1344
grussell@goldbergsimpson.com

**KENTUCKY MUNICIPAL GAS UTILITY INVESTMENT TRUST
JOHNSON COUNTY GAS COMPANY, INC.
AND BUD RIFE**

July 16, 1998 Closing Index

1. Letter Agreement
2. Stock Purchase Agreement
3. Guaranty Agreement
4. Stock Pledge Agreement
5. Amended and Restated Security Agreement and Mortgage
6. Schedule of Mortgage Property and Collateral
7. Promissory Note (Note 1)
8. Promissory Note (Note 2)
9. Agreement Regarding Debt

400 West Market Street
 32nd Floor
 Louisville, KY 40202-3363
 (502) 589-5400
 Facsimile (502) 581-1087
 www.bth-llc.com

Lexington Office*
 2700 Lexington Financial Center
 Lexington, KY 40507-1749
 (606) 231-0000
 Facsimile (606) 231-0011

Northern Kentucky Office*
 50 East RiverCenter Boulevard
 Suite 1500
 Covington, KY 41011
 (606) 431-5550
 Facsimile (606) 431-2191

Indiana Office**
 120 West Spring Street, Suite 400
 New Albany, IN 47150
 (812) 948-2800
 Facsimile (812) 948-7994

Nashville Office*
 315 Denderick Street, Suite 2222
 Nashville, TN 37238
 (615) 770-4100
 Facsimile (615) 770-4108

JOSEPH B. HELM
 MARK B. DAVIS
 JOHN T. BONDURANT
 CHARLES S. CASSIS
 MARSHALL P. ELDRID, JR.
 CARL ARTHUR HENLEIN
 DAVID W. CRUMBO**
 D. PATTON PELFREY
 KENNETH J. TUGGLE
 C. EDWARD GLASSCOCK
 WINSTON E. MILLER
 SHERYL G. SNYDER
 WILLIAM L. SKEES, JR.*
 PAUL E. SULLIVAN**
 E. LAMBERT FARMER, JR.**
 JACK R. CUNNINGHAM*
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 R. JAMES STRAUS
 DAN L. OWENS
 CHARLES R. KEETON
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 F. GERALD GREENWELL
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 CHARLES E. ALLEN III
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 WILLIAM G. STRENCH
 DONALD L. MILLER II*
 KEITH MOOHMAN**
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 JAMES A. GISEL
 CYNTHIA L. STEWART
 ALAN K. MACDONALD
 DEBORAH HOLLAND TUDOR**
 ROBERT S. WALKER III*
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 W. BRUCE BAIRD
 JAMES D. COCKRUM
 H. POWELL STARKS
 COLIN HUGH LINDGAY
 DAVID L. BELKMAN, JR.
 RICHARD L. WOOD
 JOEL B. TURNER
 SUSAN L. WILLIAMS**
 BARTON T. ROGERS**
 JOHN W. HAYS*
 ROBERT C. WEBB
 DOUGLAS W. LANGDON*
 SUSAN J. MOHLER*
 CHRISTOPHER S. BURNSIDE
 JOHN T. SHAW*
 JOHN R. CROCKETT III
 SUSAN S. WETTLE
 ROBERT L. STEINMETZ*

JEFFREY L. HALLOS*
 THOMAS C. WALKER*
 WILLIAM C. GULLETT*
 JULIE MUTH GOODMAN**
 MARY ROSS TERRY
 JOHN F. CARROLL
 DAWN R. ELSTON**
 ROSANN DOLLE TAFEL
 ROBERT W. DIBERT
 JEFFREY P. STODGHILL
 THOMAS J. GRADY
 NANCY BARRETT LOUCKS
 CYNTHIA DE REAMER ROLLINS
 MARY ANN STEWART**
 GENE F. PRICE**
 ALAN S. MERK*
 GAIL C. OPPENHEIMER
 J. DALE GOLDEN*
 MARK R. CAMBRON
 ALISON M. STEINER
 CARI E. GRABER**
 CATHYNE M. STEVENS*
 KATHYNS B. KENDRICK**
 TAMARA K. SEVERTSON
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 L. JAY GILBERT
 LEA A. PLAYER
 BARBARA W. MENEFE
 REBECCA A. DERNBURGER
 STEVEN M. CRAWFORD
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 SAMUEL G. GRABER*
 IAN T. RAMSEY
 THAD M. BARNES*

KATHLEEN M. HADDIX
 ANDREW J. HORNE
 BART L. GREENWALD
 BRIDGET H. PAPALIA
 BRYAN K. MATTINGLY*
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 MARIA C. DOYLE
 LARISA E. WICKLANDER
 J. MARK APPLEBERRY
 BOYCE F. MARTIN III
 PETER J. STAVROS
 DIANE L. ROSE*
 GRIFFIN TERRY
 JOHN W. WALTERS*
 ANN E. EBERLE
 CHRISTIE L. PATTINSON*
 DARRYL E. TOWELL
 MERRITH LEE NORMAN**
 REBECCA D. HANNIFAN*
 JAN G. AHNENS
 WILLIAM C. HURT, JR.*
 DAVID L. HOSKINS
 KORI J. LYTLE
 W. H. JEFFERSON IV**
 EDWARD M. KING*
 LAURA M. HAARA
 PATRICIA A. HARRIS
 CHESTER A. SPEED
 KATHLEEN BIGGS WRIGHT
 CHRISTOPHER M. MUSSLER
 KEITH R. CONRAD**
 AMY D. CUMBAGE
 GEORGE W. THACKER III
 AILEEN S. ROSE

SENIOR OF COUNSEL
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 RANDOLPH A. BROWN
 GEORGE E. DUDLEY
 EDWARD S. BONNIE
 JAMES PARK, JR.*
 IRVIN ABELL III
 KATHERINE RANDALL*

OF COUNSEL
 MARTIN E. SIMMONS*
 FREDERIC H. DAVIS
 HOLLIS E. WRIGHT
 MARK D. WILSON
 JAMES F. ROSE*

Eli H. Brown III (1906-1974)
 Henry R. Heyburn (1920-1991)
 Samuel R. Wells (1911-1968)
 Keith G. Hanley (1954-1994)
 W. C. Fisher, Jr. (1931-1996)
 Stephen R. Schmidt (1948-1997)

* ADMITTED TO BAR KENTUCKY AND INDIANA
 * ADMITTED TO BAR KENTUCKY AND OHIO
 * ADMITTED TO BAR KENTUCKY AND TENNESSEE
 * ADMITTED TO BAR IN TENNESSEE AND ILLINOIS ONLY

October 13, 1998

Thomas M. Troth
 General Counsel
 Department for Local Government
 1024 Capital Center Drive, Suite 340
 Frankfort, KY 40601-8204

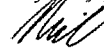
Re: Johnson County Gas Co., Inc.

Dear Tom:

I have enclosed copies of all of the documents from the sale of the Johnson County Gas Company, Inc. stock for your records. I have also enclosed a file stamped copy of the Transfer Application that we filed with the PSC in Frankfort.

Please let me know if you any questions.

Very truly yours,



Neil Fairweather

Enclosure

cc: Tom Graham
 Charles R. Keeton

05267.103551
 F:\USERS\03\DLG\TROTH.L15

AMENDED AND RESTATED SECURITY AGREEMENT AND MORTGAGE

Emf
VGE

THIS AMENDED AND RESTATED SECURITY AGREEMENT AND MORTGAGE in entered into as of July 16, 1998, between JOHNSON COUNTY GAS COMPANY, INC.,

Emf
VGE

a Kentucky corporation with principal offices located at {insert principal office address}, Johnson County, Kentucky ⁴¹⁰³⁵ (~~zip code~~) (the "Debtor" or "JCGC") and THE KENTUCKY MUNICIPAL GAS

UTILITY INVESTMENT TRUST, a Kentucky business trust created pursuant to the Order of the Eastern District of Kentucky confirming the Plan or Reorganization in Bankruptcy Case Number 83-2 (the "Secured Party"):

WITNESSETH:

WHEREAS, JCGC entered into a Security Agreement and Mortgage dated as of October 1, 1981, to secure an indebtedness in the amount of One Million Three Hundred Twenty-One Thousand Three Hundred Seventy-Four Dollars and 00/100 (\$1,321,374.00) (the "Prior Indebtedness"), with interest to run thereon at the annual rate of five and 125/1000 percent (5.125%), compounded annually for thirty years from October 1, 1981; and

WHEREAS, the Commonwealth of Kentucky, acting by and for the use and benefit of the Department of Community and Regional Development as Secured Party under the Security Agreement and Mortgage dated as of October 1, 1981, assigned such Security Agreement and Mortgage to the Kentucky Municipal Gas Utility Investment Trust, the Secured Party under this Amended and Restated Security Agreement and Mortgage; and

WHEREAS, it is the intent of the Debtor that the Secured Party continue to hold a security interest in all the Debtor's real and personal property, tangible and intangible; and

WHEREAS, the Debtor is indebted to Columbia Gas Company for the amount of \$77,698 00 (the "Columbia Debt") (the Prior Indebtedness and the Columbia Debt shall hereinafter be referred to as the "Original Indebtedness"), and

Emp
TGBR WHEREAS, pursuant to the terms and conditions of a Stock Purchase Agreement between the Secured Party and Mr. Bud Rife, dated as of July 16, 1998, (the "Stock Purchase Agreement"), the Secured Party agreed to sell all of the issued and outstanding shares of capital stock of JCGC (the "Shares") to Mr. Rife (the "Sale of Stock") in exchange for his personal and unconditional guaranty of the payment of two Promissory Notes totaling the principal amount of Seven Hundred Thirty-Three Thousand Dollars (\$733,000.00), plus interest, payable by the Maker, JCGC, to the order of Payee, Secured Party in partial renewal and substitution of the Prior Indebtedness. To evidence such debt and, pursuant to the terms of two promissory notes, in the respective amounts of \$655,302.00 ("Note 1") and \$77,698.00 ("Note 2") (Note 1 and Note 2 are collectively referenced herein as the "New Notes") executed and delivered as of July 16, 1998, with interest on the principal of the New Notes and principal and interest being payable as stated in the New Notes (all of the terms, covenants and conditions of the New Notes are incorporated herein by this reference); the New Notes are due and payable on or before March 15, ²⁰²⁹~~2028~~; and

WHEREAS, as a prerequisite to the Sale of Stock, Mr. Rife has agreed to and executed the Conditions of Stock Purchase Agreement, a true copy of which is attached hereto and incorporated herein, and marked as Exhibit A, (hereinafter referred to as "Conditions"); and

Emp
TGBR WHEREAS, the New Notes and obligations evidenced thereby are also secured by a pledge of the Shares pursuant to a Stock Pledge Agreement dated as of July 16, 1998.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, and in order

to grant and continue a mortgage, lien and security interest by JCGC to the Secured Party, the parties hereto hereby mutually agree, covenant and bind themselves as follows.

JCGC hereby grants to the Trust, and continues in effect in favor of the Trust, a first mortgage lien and security interest in all property, both real and personal, tangible and intangible, as listed on the schedule of property attached hereto and marked as JOHNSON COUNTY GAS SECURITY AGREEMENT ^{EXHIBIT B} ~~EXHIBIT C~~, SCHEDULE OF MORTGAGED PROPERTY AND COLLATERAL, said listing comprising all of JCGC's assets (collectively, the "Mortgaged Property") to secure all of the following obligations, equally and ratably (collectively, the "Secured Obligations"):

*EMP
JGR*

(a) The payment and performance of the Note 1 dated July 16, 1998, ^{EMP} ~~SR~~ ~~VG~~

*EMP
JGR*

in the principal amount of \$665,302.00, with interest on the principal of Note 1 at the annual rate of 4% compounded annually from March 15, ¹⁹⁹⁹ ~~1998~~, to be paid in monthly installment payments. The first 120 payments shall be in the amount of \$2,712.80 each, the next 239 payments will be in an amount of \$3,497.60 each, and the final 360th payment shall be in an amount equal to the then outstanding principal and interest. The first monthly installment payment in the amount of \$2,712.80 is due on March 15, ¹⁹⁹⁹ ~~1998~~. Note 1 is due and payable on March 15, ^{EMP} ~~SR~~ ~~VG~~ 2028.

(b) The payment and performance of Note 2 dated July 16, 1998, ^{EMP} ~~SR~~ ~~VG~~

*EMP
JGR*

in the principal amount of \$77,698.00, with interest on the principal of Note 2 at the annual rate of 4% compounded annually from March 15, ¹⁹⁹⁹ ~~1998~~, to be paid in 120 monthly installment payments in the amount of \$786.65 each. The first monthly installment shall be due on March 15, ¹⁹⁹⁹ ~~1998~~. Note 2 is due and payable on 2028. The New Notes are being delivered pursuant to a Stock Purchase Agreement dated as of July 16, 1998. ^{EMP} ~~SR~~ ~~VG~~ ~~EMP~~

(c) Payment and performance of the Prior Indebtedness.

(d) All additional future advances by the Trust to JCGC and any note or notes evidencing the same, and all renewals or extensions thereof, and all renewals or extensions of the obligations secured hereby and the Notes evidencing the same, provided the combined total principal balance does not exceed the principal amount of \$ n/a at any one time. *SR TB AMP*

2. JCGC agrees to the terms and conditions set out in the attached Conditions to Stock Purchase Agreement to the extent said Conditions are not modified by the terms and conditions set out in this Security Agreement and Mortgage. Upon any failure of JCGC to observe and perform any or all terms of this Security Agreement and Mortgage and/or failure to timely make any installment payment as set out herein and/or in the New Notes, and/or breach of any other covenant as contained herein or contained in the Stock Purchase Agreement and/or New Notes secured hereby, or any default or event of default under the Stock Pledge Agreement and/or the New Notes, or breach of the Debtor's or Mr. Rife's obligation under or in connection with the Stock Purchase Agreement and/or the New Notes shall constitute default and a material breach of the terms hereof for which the Secured Party may proceed to enforce its rights hereunder and under the terms of the Stock Purchase Agreement and/or the New Notes secured hereby by initiating foreclosure proceedings and otherwise as hereinabove stated. Such rights shall include but not be limited to:

(a) Debtor shall be in default under this Security Agreement and Mortgage, and upon acceleration of the maturity of any Security Obligations in accordance with the terms of the New Notes and Stock Purchase Agreements, all Secured Obligations shall immediately become due and payable without further notice to Debtor;

(b) Upon demand by Secured Party, Debtor shall pay to Secured Party, in addition to all other payments specifically required under the New Notes and Stock Purchase Agreements, in monthly installments, at the times and in the amounts required by Secured Party from time to time,

sums which when cumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes which are or may become a lien affecting the Mortgaged Property and the premiums for any policies of insurance to be obtained under the Security Agreement and Mortgage (all such payments to be held in a cash collateral account over which Secured Party shall have sole and exclusive control and right to withdraw), and

(c) Secured Party may, without notice to or demand upon Debtor, which are expressly waived by Debtor (except for notices or demands otherwise required by applicable laws to the extend not effectively waived by Debtor and any notices or demands specified below), exercise any one or more of the following remedies as Secured Party may determine

(i) Secured Party may, either directly or through an agent or court-appointed receiver, and without regard to the adequacy of any security for the Secured Obligations:

(A) enter, take possession of, manage, operate and maintain, and exercise any other rights of an owner of, the Mortgaged Property, and use any other properties or facilities of Debtor relating to the Mortgaged Property, all without payment of rent or other compensation to Debtor;

(B) enter into such contracts and take such other action as Secured Party deems appropriate to complete all or any part of any construction on the Land, subject to such modifications and other changes in the plan of development as Secured Party may deem appropriate;

(C) make, cancel, enforce or modify leases, obtain and evict tenants, fix or modify rents and, in its own name or in the name of the Debtor, otherwise conduct any business of Debtor in relation to the Mortgaged Property and deal with Debtor's creditors, debtors, tenants, agents and employees and any other persons having any relationship with Debtor in relation to the

Mortgaged Property, and amend any contracts between them, in any manner Secured Party may determine;

(D) either with or without taking possession of the Mortgaged Property, notify obligors on any rights that all payments and other performance are to be made and rendered directly and exclusively to Secured Party, and in its own name supplement, modify, amend, renew, extend, accelerate, accept partial payments or performance on, make allowances and adjustments and issue credits with respect to, give approvals, waivers and consents under, release, settle, compromise, compound, sue for, collect or otherwise liquidate, enforce or deal with any rights, including collection of amounts past due and unpaid (Debtor agreeing not to take any such action after the occurrence of an Event of Default without prior written authorization from Secured Party),

(E) endorse, in the name of the Debtor, all checks, drafts and other evidences of payment relating to the Mortgaged Property, and receive, open and dispose of all mail addressed to Debtor and notify the postal authorities to change the address for delivery of such mail to such address as Secured Party may designate; and

(F) take such other action as Secured Party deems appropriate to protect the security of this Security Agreement and Mortgage.

(ii) To the extent permitted pursuant to the laws of the State in which the Mortgaged Property is located, Secured Party may execute and deliver written declaration of default and demand for sale and written notice of default and of election to cause all or any part of the Mortgaged Property to be sold, which notice Secured Party shall cause to be filed for record; and after the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of sale having then been given as then required by law, Secured Party, without demand on Debtor, shall cause such property to be sold at the time and place fixed by it in such notice

of sale, either as a whole or in separate parcels and in such order as Secured Party may direct (Debtor waiving any right to direct the order of sale), at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Secured Party may postpone the sale of all or any part of the Mortgaged Property by public announcement at such time and place of sale, and from time to time after any such postponement may postpone such sale by public announcement at the time fixed by the preceding postponement. Debtor shall deliver to the purchaser at such sale its deed conveying the property so sold, but without any covenant or warranty, express or implied, and the recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Secured Party, may purchase at such sale, and any bid by Secured Party may be, in whole or in part, in the form of cancellation of all or any part of the Secured Obligations. Any such sale shall be free and clear of any interest of Debtor and any lease, encumbrance or other matter affecting the property so sold which is subject or subordinate to this Security Agreement and Mortgage, except that any such sale shall not result in the termination of any such lease if (A) the tenant under such lease has terminated as a result of any such sale, or (B) the purchaser at such sale gives written notice to the tenant, within thirty (30) days after date of sale, that the lease will continue in effect.

(iii) With respect to any of the Mortgaged Property which is not real property, Secured Party shall have in any jurisdiction where enforcement of this Security Agreement and Mortgage is sought all remedies of a secured party under the UCC and may require Debtor, on demand, to assemble all Personal Property and make it available to Secured Party at places that Secured Party may select that are reasonably convenient for both parties, whether at the premises of Debtor or elsewhere.

(iv) Secured Party may proceed to protect, exercise and enforce any and all other remedies provided under the Loan Agreement and/or the other New Notes and Stock Purchase Agreements or by applicable laws.

All proceeds of collection, sale or other liquidation of the Mortgaged Property shall be applied first to all costs, fees, expenses and other amounts (including interest) payable to Debtor under this Security Agreement and Mortgage or otherwise payable to Secured Party under or in connection with this Security Agreement and Mortgage, then in payment of the Secured Obligations not otherwise repaid in such order and manner as Secured Party may determine, and the remainder, if any, to the person or persons legally entitled thereto.

Each of the remedies provided in this Security Agreement and Mortgage is cumulative and not exclusive of, and shall not prejudice, any other remedy provided in this Security Agreement and Mortgage or by applicable laws or under the Loan Agreement. Each remedy may be exercised from time to time as often as deemed necessary by Secured Party, and in such order and manner as Secured Party may determine. This Security Agreement and Mortgage is independent of any other security for the Secured Obligations, and upon the occurrence of an Event of Default, Secured Party may proceed in the enforcement of this Security Agreement and Mortgage independently of any other remedy that Secured Party may at any time hold with respect to the Mortgaged Property or the Secured Obligations or any other security. Debtor, for itself and for any other person claiming by or through Debtor, waives, to the fullest extent permitted by applicable laws, all rights to require a marshaling of assets by Secured Party or to require Secured Party to first resort to any particular portion of the Mortgaged Property or any other security (whether such portion shall have been retained or conveyed by Debtor) before resorting to any other portion, and all rights of redemption, stay and appraisal.

3. Without the prior written consent of the Secured Party, JCGC or any successor in interest to JCGC, shall not, voluntarily or involuntarily, (a) sell, (b) convey, (c) transfer, (d) lease with an option to purchase, (e) enter into a contract for deed or bond for deed, (f) mortgage, pledge or encumber, (g) assign, or (h) lease or sublease for more than one year (all of the foregoing are collectively, "Transfer") all or any part of the Mortgaged Property, or any legal or equitable interest therein, without the prior written consent of Secured Party, which consent shall not be arbitrarily or unreasonably withheld. Such consent may be conditioned upon such modifications of this Mortgage and the Loan as Secured Party may deem necessary at the time of such consent, including, without limitation, changing the interest rate applicable to the Loan and requiring the proposed purchaser or transferee of the Mortgaged Property to meet the then existing standards of credit and financial responsibility required of borrowers by the Secured Party. If the Mortgaged Property is Transferred with the written consent of Secured Party, then the purchaser or transferee shall (i) assume the balance then owing on the indebtedness and all of the obligations relating thereto (including, without limitation, any modifications that may be conditions for the consent of the Secured Party to the Transfer), and (ii) pay to Secured Party a transfer fee customary at the time of the Transfer. Secured Party may, without notice to Debtor, declare the entire indebtedness secured hereby immediately due and payable and enforce this Mortgage in the event the Mortgaged Property is Transferred without the written consent of Secured Party or the purchaser or transferee declines to assume the indebtedness secured by this Mortgage as provided herein. If the Mortgaged Property is Transferred with or without the written consent of Secured Party, then such Transfer shall not operate to release, discharge, modify, change or affect the original liability of Mr. Rife or any subsequent person(s) who becomes obligated by reason of the assumption of all or any part of the indebtedness secured hereby. For purposes of this Section 3, "Transfer" shall include any direct or indirect transfer of any

ownership interest in JCGC (other than a transfer resulting from death) or any mortgage, pledge or encumbrance of any ownership interest in JCGC

4 JCGC shall not cause, or allow to occur, any discharge, dispersal, release, generation, manufacture, disposal or storage of any Hazardous Substance on, under or at the Mortgaged Property, nor shall JCGC permit any other action to be taken, on, under or at the Mortgaged Property which may subject JCGC, its successors and assigns, to any losses, damages, liabilities or clean up costs under any federal state, county or municipal law, statute, rule, regulation or ordinance.

5 Under the terms of this Security Agreement and Mortgage and the New Notes secured hereby, time of performance shall be of the essence.

6 JCGC shall not, without the written consent of the Secured Party, sell, contract to sell, lease, encumber, or otherwise dispose or alienate any of the Mortgaged Property or any interest therein, other than what is necessary in the ordinary course of business, until the terms and conditions of this Security Agreement and Mortgage and of the New Notes secured hereby have been fully satisfied.

7 JCGC shall insure all of the Mortgaged Property with companies acceptable to the Secured Party against such casualties and in such amounts as the Secured Party shall require in writing subsequent to this Security Agreement and Mortgage. The insurance shall be for the benefit of JCGC and the Secured Party as their interest may appear, and shall name Secured Party as an additional insured and loss payee. Upon such an insured loss, JCGC shall have the option to use said insurance proceeds to replace and/or repair the Mortgaged Property so long as no default under this Security Agreement and Mortgage has occurred. In the event JCGC fails to exercise this option within a reasonable time, or if any default under this Security Agreement and Mortgage has occurred,

the insurance proceeds shall be delivered to the Secured Party who shall apply the same first to accrued but unpaid interest, then to the principal amount due under the New Notes.

8. JCGC shall pay promptly when due all taxes and assessments levied on any of the property used as security in this agreement or on its use and operation.

9. JCGC will not suffer or permit any waste, impairment, deterioration, removal or demolition of the mortgaged property or any part thereof, other than what is necessary in the ordinary course of business, and will keep its properties in good repair, working order and condition and from time to time will make all needed and proper repairs, and improvements thereto so that the business carried on by JCGC may be properly and advantageously conducted at all times in accordance with prudent business management, and the Debtor will, subject to the provisions hereof, maintain its corporate existence.

10. The Secured Party shall have the right to examine and inspect the property used as a security herein at any reasonable time and shall have the right to remove the same from the Debtor's premises in the event of default. For purposes of removal and possession of said property, the Secured Party may enter any premises of JCGC without legal process, and JCGC hereby waives and releases the Secured Party of and from any and all claims in connection therewith or rising therefrom.

11. This Security Agreement and Mortgage and the New Notes secured hereby shall be construed according to the applicable laws of the Commonwealth of Kentucky (without regard to conflicts of laws rules) and all obligations of the parties created hereunder are to be performed in the Commonwealth of Kentucky.

12. Failure of the Secured Party to exercise any right or remedy, including but not limited by reason of enumeration, the acceptance of partial or delinquent payments, shall not constitute a

waiver of any obligation of the Debtor nor the right or rights of the Secured Party or a waiver of any other similar default subsequently occurring.

13 If Debtor fails to perform any of its obligations under this Security Agreement and Mortgage, Secured Party may, but without any obligations to do so, after thirty (30) days notice to Debtor, or without notice to or demand upon Debtor in the case Secured Party determines that the security of this Security Agreement and Mortgage is in immediate danger of being impaired, and without releasing Debtor from any obligations under this Security Agreement and Mortgage, and at the expense of Debtor: (a) perform such obligations in such manner and to such extent and make such payments and take such other action as it may deem necessary in order to protect the security of this Security Agreement and Mortgage, Secured Party being authorized to enter upon the Real Property for such purposes, (b) appear in and defend any claim or any action or other proceeding purporting to affect title or other interests relating to any part of the Mortgaged Property, the security of this Security Agreement and Mortgage or the rights or powers of Secured Party, and (c) pay, purchase, contest or compromise any lien or right of others which in the reasonable judgment of Secured Party is or appears to be or may for any reason become prior or superior to this Security Agreement and Mortgage. If Secured Party shall elect to pay any such lien or right of others or any taxes which are or may become a lien affecting any part of the Mortgaged Property or make any other payments to protect the security of this Security Agreement and Mortgage, Secured Party may do so without inquiring into the validity or enforceability of any apparent or threatened lien, right of others or taxes, and may pay any such taxes in reliance on information from the appropriate taxing authority or public office without further inquiry.

Debtor will repay on demand all sums so advanced on its behalf pursuant to this Section 13. The provisions of this Section 13 shall not prevent any default in the observance of any

covenant contained in this Security Agreement and Mortgage from constituting an Event of Default. Further, Secured Party, at its option, may make any payment which Debtor should have made and may also pay any other sum necessary to preserve or protect the security of this instrument. All such sums so advanced or paid, as well as costs reasonably incurred or paid by Secured Party pursuant to this Security Agreement and Mortgage, shall thereupon become additional indebtedness secured hereby and shall bear interest at the rate charged Debtor on the unpaid balance of the New Notes, from the date when any such sums are paid. Any and all sums advanced or paid by Secured Party under the provisions of this instrument shall, together with interest, be repaid to Secured Party upon demand.

14. Secured Party shall not be under any obligation to preserve, maintain or protect the Property or to preserve or maintain any rights or any of Debtor's rights or interests in any rights, or make or give any presentments, demands for performance, protests, notices or nonperformance, protest or dishonor or other notices of any kind in connection with, or take any other action with respect to, any rights. Secured Party does not assume and shall have no liability for, and shall not be obligated to perform, any of Debtor's obligations with respect to any rights, and nothing contained in this Security Agreement and Mortgage shall release Debtor from any such obligations.

15. Failure or delay by the Secured Party in exercising any rights shall not be deemed to be or operate as a waiver of that right, nor shall any right be exclusive of any other right referred to in this Security Agreement and Mortgage, or in any other related document, or available at law or in equity, by statute or otherwise. Any single or partial exercise of any right shall not preclude the further exercise of that right. Every right of the Secured Party shall continue in full force and effect until such right is specifically waived in a writing signed by the Secured Party.

16. No course of dealing between the Debtor and the Secured Party shall operate as a waiver of any of the Secured Party's rights under the New Notes or any of the Stock Purchase Agreements.

17. The Debtor hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performances, notices of nonperformance (except to the extent specifically required by this Security Agreement and Mortgage, the New Notes or any other of the Stock Purchase Agreements), protests, notices of protest and notices of dishonor in connection with the New Notes, (b) any requirement of diligence or promptness on the part of the Secured Party in enforcement of its rights under the provisions of any of the Stock Purchase Agreements and (c) any requirement of marshaling assets or proceeding against persons or assets in any particular order.

18. If any part, term or provision of this Security Agreement and Mortgage is held by any court to be unenforceable or prohibited by any law applicable to this Security Agreement and Mortgage the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Security Agreement and Mortgage did not contain that particular part, term or provision.

19. Time shall be of the essence in the performance of all of the Debtor's obligations under the Stock Purchase Agreements.

20. This Security Agreement and Mortgage shall inure to the benefit of the Secured Party, its successors and assigns, and all obligations of the Debtor shall bind its respective successors and, if and to the extent assignment is otherwise permitted by this Security Agreement and Mortgage, its assigns.

21. The Debtor shall sign and assist in the preparation of such financing statements or other documents, deeds or instruments as the Secured Party may request from time to time more fully to create, perfect, continue, maintain or terminate the rights and security interests intended to be granted or created pursuant to this Security Agreement and Mortgage and any other Stock Purchase Agreements.

22. All schedules, annexes or other attachments to this Security Agreement and Mortgage are incorporated into this Security Agreement and Mortgage as if set out in full at the first place in this Security Agreement and Mortgage that reference is made thereto.

23. This Security Agreement and Mortgage, the schedules and annexes hereto, and the documents and instruments referred to herein, including the Stock Purchase Agreements, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior understandings with respect to the subject matter hereof. No change, modification, addition or termination of this Security Agreement and Mortgage or any of the Stock Purchase Agreements shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

24. The Secured Party may freely assign its interests under this Security Agreement and Mortgage and in addition, may liquidate itself and distribute its rights and interests under this Security Agreement and Mortgage ratably and equally to the beneficiaries of the Second Party. The Debtor may not assign its rights under this Security Agreement and Mortgage to any other party. Any attempted assignment by the Debtor shall be a default under this Security Agreement and Mortgage.

25. All covenants, agreements, warranties and representations made by the Debtor herein shall survive the execution and delivery of the Stock Purchase Agreements

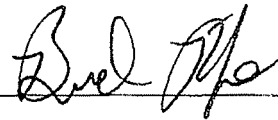
TO HAVE AND TO HOLD all the property and assets of JCGC, both real and personal, tangible and intangible including but not limited by reason of enumeration, future and or

contingent interest of JCGC, as hereinbefore set out in the attached exhibit, unto the Secured Party, its heirs and assigns, forever with JCGC's warranty that the property herein listed constitutes all of JCGC's property and that no other financing statement or mortgage covering said property or any part thereof or interest therein has been executed by JCGC and or filed and recorded in any public office.

TESTIMONY WHEREOF, witness the signature of the President of JCGC, on behalf of said corporation:

JOHNSON COUNTY GAS COMPANY, INC.

BY: _____



PRESIDENT

STATE OF KENTUCKY

COUNTY OF Floyd

Before me, Francis Johnson notary public in and for the state and county aforesaid this day personally appeared Bud Rife, being the President of JOHNSON COUNTY GAS COMPANY, INC., a Kentucky corporation, who is known to me to be the President of JOHNSON COUNTY GAS COMPANY, INC., a Kentucky corporation, and acknowledged that he, as the duly authorized representative of the aforesaid corporation, having been authorized by resolution of the corporation's Board of Directors, executed the foregoing SECURITY AGREEMENT AND MORTGAGE, on behalf of the aforesaid corporation, and said agreement was executed as and is the free and voluntary act and deed of JOHNSON COUNTY GAS COMPANY, INC. for the uses and purposes set forth therein in July 16, 1998.

Francis Johnson
NOTARY PUBLIC
STATE OF KENTUCKY AT-LARGE

My commission expires: 06-27-99

This instrument prepared by:

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CONDITIONS OF STOCK PURCHASE AGREEMENT

Johnson County Gas Company, Inc., (hereafter referred to as the "Gas System"), being a natural gas distribution system operated wholly within the Commonwealth of Kentucky, hereby agrees to the following terms as a condition of the Stock Purchase Agreement referenced in the Amended and Restated Security Agreement and Mortgage to which this is an Exhibit (the "Security Agreement and Mortgage").

1. The Gas System shall continue to be in compliance with federal and state pipeline safety standards and regulations of the Federal Energy Regulatory Commission, (hereafter referred to as FERC), and the U.S. Department of Transportation.
 - la. Any Gas System loan applications and/or engineering plans and specifications subsequent to the date hereof shall be reviewed by the Department for Natural Resources and Environmental Protection (hereafter referred to as DNREP) and application eligibility will be contingent upon approval by said Department. Engineering plans and specifications shall contain information required by DNREP as indicated during pre-design conference.
 - lb. Any Gas System loan application subsequent to the date hereof shall be reviewed by the Kentucky Department of Energy to determine feasibility of industrial users on said system switching from gas to coal.
 - lc. Upon determination by the Gas System Restoration Project Account (hereinafter referred to as the "GSRP Account Review Board"), system operators shall be notified in writing of approval or disapproval and additional loan conditions.
 - ld. Contracts for construction, rehabilitation or maintenance shall be governed by KRS Chapter 45A (attached).
 - le. If the Gas System enters into a contract for construction subsequent to the date hereof, the Gas System shall contract with the design engineering firm to perform daily resident inspections which will determine whether Gas System is in compliance with approved plans and specifications as well as any conditions imposed by GSRP Review Board or state agency, and which will be made throughout the construction period. Inspection report shall be provided to the Department or Local Government.
 - lf. Upon the entering into a contract for construction subsequent to the date hereof, the Gas System and construction personnel shall cooperate with all inspections required throughout the construction process.

2. If ownership of the Gas System is transferred by the Debtor or Mr. Rife's sale before repayment of the loan, the entire amount of outstanding principal and interest due shall be repaid before completion of the sales transaction.

3. One full-time supervisory employee of the Gas System shall receive management training approved by FERC at the expense of said gas system.

4. Gas System shall place 5% of its annual gross revenue in an escrow account for replacement or emergency repair of equipment until \$50,000.00 is accrued. At such time, the obligation to withhold and deposit monies into said escrow account shall cease. In the event replacement or emergency repairs require the use of some or all of these escrowed monies, the 5% obligation set forth above shall be reinstated immediately and remain in effect until a total of \$50,000.00 is once again accumulated in said escrow account.

4a. Gas System must petition for and gain written approval from the GSRP Account Review Board before funds may be withdrawn from its escrow account for any purpose.

4b. Any emergency meeting of the GSRP Account Review Board may be called upon twenty-four (24) hours notice by the Chairman of the GSRP Account Review Board to approve the withdrawal of any funds from an escrow account.

4c. The written approval required in paragraph 4a above shall be suspended in the event there is danger of death or serious bodily injury which requires expenditures of emergency funds.

5. Gas System shall cooperate with the State Fire Marshal's Office on inspection of gas-fed appliances for compliance with federal and state safety regulations.

6. The gas system shall be designed and service connections controlled to avoid direct or indirect impacts on wetlands and flood hazard areas in compliance with Executive orders 11990 and 11988 and the Economic Development Administration's implementation program. In communities with identified flood hazard area, service connections to new structures within the base (1%) floodplain that are in noncompliance with adopted floodplain management plans or ordinances shall be prohibited.

7. Annual management audits, paid for by the Gas System shall be conducted by a consultant acceptable to FERC and the Secured Party unless the audit is performed by those agencies.

7a. FERC and the Secured Party shall not unreasonably withhold acceptance of the consultant selected by Gas System.

- 7b. The auditor shall determine compliance of Gas System with the conditions of this document.
- 7c. Audit results shall include a narrative and shall be submitted to the Gas System, the Secured Party, FERC, the Account Review Board and such others as may be requested by DLG.
- 7d. The audit shall list and locate all extensions and service connections to the system constructed since the previous report.
- 7e. Gas System shall take all necessary action to correct noncompliance with these conditions, if any, before the next management audit is scheduled to be conducted.

8. As security for the Secured Obligations (defined in the Security Agreement and Mortgages), the Secured Party (defined in the Security Agreement and Mortgage) shall have a lien on all assets and future earnings of the Gas System, and said lien shall be superior to all others, and shall include the following procedure:

- 8a. The Gas System waives the right to foreclosure by court action and agrees to the following procedure:
- 8b. In the event that two consecutive management audits show noncompliance with any of the conditions contained herein the Secured Party shall appoint a receiver subject to the approval of the Account Review Board, who shall assume management and control of the Gas System upon ten days notice to gas system.
 - 8b.1. If special conditions exist, the Account Review Board may allow the Gas System six months beyond the second audit showing noncompliance during which time areas of noncompliance must be corrected to avoid receivership.
- 8c. The receiver shall be reimbursed from revenues of the Gas System and shall operate the Gas System until it is brought into compliance with the conditions stated herein to the satisfaction of the Account Review Board, at which time responsibility for operation of the Gas System shall be restored to the applicant upon such terms and conditions as required by the Account Review Board.
- 8d. If the Account Review Board determines that it is not feasible to bring the Gas System into lasting compliance, the Gas System shall be sold and the proceeds applied to the loan. If the subject utility falls under the jurisdiction of the Kentucky Energy Regulatory Commission, then the

Account Review Board shall make application to the FERC for authority to transfer the assets of the utility to another entity which has been bound ready, willing, and able to assume the operations of the subject utility.

9. Gas System operator shall continue to adhere to the provisions set forth in the following forms which it executed in connection with the Security Agreement and Mortgage securing the Prior Indebtedness:

- 9a. Form ED-525, "Certification of Compliance with the Clean Air Act and the Federal Water Pollution Control Act."
- 9b. Form ED-501A, "Certification of Non Relocation."
- 9c. Form ED-168, "Relocation and Land Acquisition Certificate."
- 9d. Form ED-503, "Assurances of Compliance with the Department of Commerce and the Economic Development Administration Regulations under Title Vi of the Civil Rights Act of 1964 and Public Law 92-65."
- 9e. Form ED-612, "Current and Projected Job Opportunities."

10. Gas System shall not discriminate in employment, operation or contractual activities on the grounds of race, color, national origin, or sex.

11. For so long as monies are used pursuant to DLG loan or while new construction is under way, the Gas System Operator shall meet all requirements under the Davis Bacon Act.

- 11a. The Gas system shall assure that prevailing wages as determined by the U.S. Department of Labor are paid to workers hired specifically to perform activities funded by this loan.
- 11b. The Gas System shall assume that these wages are paid onsite and weekly.
- 11c. The Gas System shall assure that the wage scale shall be posted in the place of work.

12. Public liability insurance shall be maintained for the term of the loan by the Gas System to conform with their limits of the current policy or at the determination of the board, and the Secured Party shall be named on said policy as an additional insured.

13. The Gas System shall comply with all laws, rules and regulations; without limiting the foregoing, the Gas System shall comply with all rules, regulations, and orders of the Kentucky Public Service Commission.

JOHNSON COUNTY GAS COMPANY, INC.

By 7/16/98 Bud Rife
Title: President
Date: 7/16/98

COMMONWEALTH OF KENTUCKY

COUNTY OF

The foregoing Conditions and Stock Purchase Agreement were subscribed before me by Bud Rife the President of Johnson County Gas Company, Inc., on behalf of the corporation on July 16 1998.

Frances Johnson
NOTARY PUBLIC, STATE AT LARGE

My commission expires: 06-27-99

GUARANTY AGREEMENT

July 16 BR TG-EMI

This is a Guaranty Agreement dated as of ~~INSERT DATE~~, (this "Agreement"), among the Kentucky Municipal Gas Utility Investment Trust (the "Creditor"); Johnson County Gas Company, Inc. (the "Obligor"); and Bud Rife (the "Guarantor").

SECTION 1

Recitals and Definitions

This Agreement is entered into concurrently with and pursuant to an agreement or agreements or other documents or instruments (collectively, the "Stock Purchase Agreements") dated as of the date of this Agreement between the Creditor and the Guarantor. Capitalized terms not otherwise defined herein shall have the meanings given them in the Stock Purchase Agreements. Pursuant to the Stock Purchase Agreements, the Creditor has agreed to transfer all outstanding shares of JCGC to the Guarantor in exchange for, and inconsideration of, the Guarantor's unconditional guaranty of the obligations of JCGC under two new promissory notes as set forth in the Stock Purchase Agreements. Pursuant to the Stock Purchase Agreements, the Obligor has executed and delivered to the Creditor these two promissory notes (collectively, the "New Notes") in the amounts of \$655,302 ("Note 1") (the form of which is attached hereto as Exhibit "A") and \$77,698 ("Note 2") (the form of which is attached hereto as Exhibit "B").

SECTION 2

Guaranty of Payment and Performance

The Guarantor, intending to be bound as an accommodation party for the Obligor, absolutely and unconditionally guarantees the following obligations and/or liabilities (collectively, the "Guaranteed Principal"): (a) the prompt payment in full by the Obligor of all obligations; and (b) the punctual and faithful performance and observance by the Obligor of all other obligations and undertakings to be performed or observed pursuant to the Stock Purchase Agreements. Notwithstanding the foregoing, the maximum aggregate liability of the Guarantor under this Agreement for the Guaranteed Principal shall not exceed \$733,000.00. In addition to the Guaranteed Principal, the Guarantor, intending to be bound as an accommodation party for the Obligor, absolutely and unconditionally guarantees the following obligations and/or liabilities (collectively, the "Other Guaranteed Amounts"): (a) any and all interest accruing on the Guaranteed Principal under the New Notes and the Stock Purchase Agreements; and (b) that the Guarantor will, upon demand, pay to the Lender any and all fees, charges and costs of collecting the Guaranteed Principal and/or interest accruing thereon, or otherwise enforcing the Lender's rights under this Agreement, including without limitation the reasonable fees and expenses of the Lender's counsel. The Guaranteed Principal and the Other Guaranteed Amounts are sometimes referenced in this Agreement as the "Guaranteed Obligations." The Guaranteed Obligations under this Agreement shall be in addition to the maximum aggregate liability of the Guarantor or any other guarantor to

the Lender under any guaranty agreement of the Guarantor or any other guarantor heretofore or hereafter given.

SECTION 3

Obligations Unconditional

This is an unconditional and absolute guaranty of payment and performance. If for any reason the Obligor fails to observe or perform any obligation, undertaking or condition (whether affirmative or negative) in the Stock Purchase Agreements, to be performed or observed by the Obligor or if any amounts payable by the Obligor pursuant to the New Notes or the Stock Purchase Agreements are not paid promptly when due or any event of default occurs, the Guarantor shall promptly perform or observe or cause to be performed or observed each such obligation, undertaking or condition and forthwith shall pay such amount at the place and to the person entitled thereto pursuant to the New Notes or the Stock Purchase Agreements, regardless of any set-off or counterclaim which the Obligor may have or assert, and regardless of whether or not the Creditor or anyone on behalf of the Creditor shall have instituted any suit, action or proceeding or exhausted their remedies or taken any steps to enforce any rights against the Obligor or any other person to compel such performance or to collect all or any part of such amount pursuant to the provisions of the New Notes, or any other of the Stock Purchase Agreements, or at law or in equity, or otherwise, and regardless of any other condition or contingency. The liability of the Guarantor shall be for the payment in full of the entire amount of the Guaranteed Obligations, jointly and severally with that of the Obligor, any co-maker, or accommodation party, or other guarantor, subject to the Maximum Liability Amount. This Agreement shall not, however, be construed to require the Guarantor to make any payment which is duplicative of a payment already made by the Guarantor or by the Obligor, any co-maker, accommodation party, or any other guarantor, except as provided in Section 8 of this Agreement.

SECTION 4

Waivers and Agreements

The Guarantor hereby unconditionally:

4.01 Waives any requirement that the Creditor first seek to enforce remedies against the Obligor or any other person or entity before seeking to enforce this Agreement against the Guarantor.

4.02 Waives any requirement that the Creditor first make demand upon, or seek to enforce remedies against, the Guarantor, or against any other guarantor of any of the Guaranteed Obligations in any particular order, before demanding payment from, or seeking to enforce this Agreement against, the Guarantor of any other guarantor. The Guarantor acknowledges that the Creditor, in the Creditor's sole discretion, may enforce remedies against the Guarantor pursuant to this Agreement and not enforce similar remedies against any other guarantor with respect to the Guaranteed Obligations or vice versa. The Guarantor further acknowledges that the enforcement of remedies against the Guarantor in lieu of enforcing remedies against any other guarantor, or vice versa, shall

not affect the validity or enforceability of the Creditor's rights and/or remedies under this Agreement or any other guaranty agreement guarantying any of the Guaranteed Obligations.

4.03 Waives any requirement that the Creditor first seek to enforce remedies against any property in which the Creditor may have any interest securing any (a) indebtedness which the Guarantor has guaranteed under this Agreement, or (b) guaranty obligations of any other guarantor, or enforcing any such rights in any particular order, before demanding payment from, or seeking to enforce this Agreement against, the Guarantor.

4.04 Covenants that the Guarantor's obligation under this Agreement will not be discharged except by complete payment and performance of all of the Guaranteed Obligations, including, without limitation, all obligations of the Obligor under the New Notes, and all other obligations of the Obligor under the Stock Purchase Agreements, or by payment in full by the Guarantor of the Guaranteed Obligations in accordance with the terms of this Agreement.

4.05 Agrees that this Agreement shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of the New Notes, any other of the Stock Purchase Agreements, or any limitation of the liability of the Obligor thereunder, or any limitation on the method or terms of payment thereunder which may now or hereafter be caused or imposed in any manner whatsoever.

4.06 Waives any obligation that the Creditor might otherwise have to marshal assets or to proceed against any particular persons or assets in any particular order.

4.07 Waives any defenses the Guarantor may have arising out of or in any way related to any or all of the following:

(a) Any failure on the part of the Creditor to perfect the Creditor's security interest in or lien against, or any lack of diligence in connection with or failure to foreclose or realize upon, any property, whether real or personal, tangible or intangible, now or hereafter granted to the Creditor as collateral security for any of (1) the Obligor's liabilities or obligations, or (2) the Guarantor's liabilities or obligations hereunder, or (3) any other guarantor's liabilities or obligations under any other Guaranty Agreement relating to all or any part of the Guaranteed Obligations.

(b) The voluntary or involuntary discharge or release of any of the Guaranteed Obligations, or of any co-maker, accommodation party, surety or any other person or entity, including but not limited to, any other guarantor, whether voluntarily or by reason of bankruptcy, insolvency, or other laws affecting the rights of creditors generally or otherwise.

(c) The receipt by the Creditor of any provisional, invalid or refundable payment if such payment is thereafter revoked or if such payment is returned by the Creditor to or for the benefit of the Obligor, the Guarantor or any other guarantor or the creditors of either.

(d) Any right of set-off or counterclaim against the Creditor which would otherwise impair the Creditor's rights against the Guarantor or any other guarantor.

(e) Any change in the composition, ownership or business of the Obligor, the Guarantor or any other guarantor.

SECTION 5

Obligations Not Impaired

The obligations of the Guarantor are intended to be in addition to and independent of those of the Obligor under the Guaranteed Obligations. In addition, the Guarantor acknowledges that the Guarantor's obligations under this Agreement are independent of and in addition to the obligations of any other guarantor(s) under any other guaranty agreement(s) related to all or any part of the Guaranteed Obligations. To that end, the obligations, undertakings and conditions to be performed or observed by the Guarantor under this Agreement shall not be affected or impaired by reason of the happening from time to time and one or more times of any of the following with respect to the New Notes, the Stock Purchase Agreements, or any assignment of the rights of the Creditor under this Agreement whether or not with notice to, or further consent of, the Guarantor:

5.01 Waiver by the Creditor or any other person(s) of the observance or performance by (a) the Obligor of any obligation, undertaking or condition contained in the New Notes, the Stock Purchase Agreements, or (b) any other guarantor of any liability or obligation contained in its guaranty agreement (except for the particular observance or performance so waived).

5.02 Extension of the time for payment by the Obligor or any guarantor of any amount owing or payable under the New Notes, the Stock Purchase Agreements, or any other guaranty agreement or of the time for payment or performance by the Obligor, any other guarantor(s) or any other person of any other obligation under or arising out of the Guaranteed Obligations, or otherwise under or with respect to the New Notes, the Stock Purchase Agreements, or any other guaranty agreement related to all or any part of the Guaranteed Obligations or the extension or the renewal of any thereof (except for the particular extension or renewal so granted).

5.03 Modification or amendment (whether material or otherwise) of any term, obligation, undertaking or condition to be performed by the Obligor or any other guarantor(s) under the Guaranteed Obligations, or otherwise under or with respect to the New Notes, the Stock Purchase Agreements, or any other guaranty agreement.

5.04 Taking or omitting to take any action referred to in the New Notes, the Stock Purchase Agreements, or any other guaranty agreement.

5.05 Any failure, omission, delay or lack on the part of the Creditor or any other person, to enforce, assert or exercise any right, power or remedy conferred on the Creditor or any other person in the New Notes, the Stock Purchase Agreements, or any other guaranty agreement, or any action on the part of the Creditor or any other person granting indulgence or extension in any form, or suspending any such right, power or remedy as to any person or entity.

5.06 Voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liability, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting the Obligor or any other guarantor(s), or the assets of the Obligor or any other guarantor(s), or the disaffirmance, rejection or postponement in any such proceeding of any other obligations or undertakings of the Obligor or any other guarantor(s) set forth in the New Notes, the Stock Purchase Agreements, or any other guaranty agreement.

5.07 Release or discharge of the Obligor or any other guarantor(s) from the performance or observance of any obligation, undertaking or condition to be performed by the Obligor or any other guarantor(s) under the New Notes, the Stock Purchase Agreements, or any other guaranty agreement by operation of law or otherwise.

5.08 Release, substitution, exchange, dissipation, surrender or replacement of any collateral security for any liability or obligation of the Obligor or any other guarantor(s), with respect to all or any part of the Guaranteed Obligations or otherwise, under or with respect to the Obligor Documents or any other guaranty agreement, whether or not permitted in any of the Obligor Documents.

5.09 Receipt and acceptance by the Creditor or any other person or entity of notes, checks or other instruments for the payment of money made by the Obligor or other person or entity, and extension or renewals of such instrument (except to the extent that such instruments are paid or converted into cash).

5.10 Any failure of title with respect to the interest of the Obligor or Creditor in the collateral security for any liability or obligation of the Obligor for any other guarantor(s) or any parts or components thereof.

5.11 The dissolution, merger or consolidation of the Obligor, the Guarantor or any other guarantor(s) or the sale, divestiture or other disposition of any or all of the interest of the Obligor, the Guarantor or any other guarantor(s) in any collateral.

5.12 Any action or inaction (including, without limitation, the election of the Creditor to proceed with a judicial or nonjudicial foreclosure against any real or personal property security it holds) by the Creditor or any other persons which results in any impairment or destruction of (a) any subrogation or rights of the Guarantor, (b) any rights of the Guarantor to proceed against the Obligors, and other guarantor(s) or any other person for reimbursement, or (c) any rights of Creditor with respect to any collateral security for any liability or obligation of the Obligors with respect to all or any part of the Guaranteed Obligations, or otherwise under or with respect to the Obligor Documents, or for any obligation under any other guaranty agreement.

5.13 Any action taken by the Creditor or any other person or entity against the Obligor or Guarantor which would afford the Obligor or any guarantor a defense based on any anti-deficiency protection under the laws of any jurisdiction.

5.14 Change, exchange, waiver, release or subordination, in whole or in part, of any security interest, mortgage, pledge or other lien now or hereafter held by the Creditor as collateral security for any of the Guaranteed Obligations, or any other liability or obligation of the Obligor under the Obligor Documents, or for any obligations under any other guaranty agreement and the justifiable or unjustifiable impairment of any such collateral security, or suspension of the right to enforce against any such collateral security.

5.15 Grant of indulgences, forbearances or compromises with respect to, and any settlement made with, Obligor, or any co-maker, accommodation party, surety, any other guarantor(s) or any other person or entity, or with respect to any of the Guaranteed Obligations or the obligations under any other guaranty agreement.

5.16 Extension of loans, credit, advances, discounts and other financial accommodations to the Obligor by the Creditor in addition to, or in excess of, the amount of the Guaranteed Obligations.

5.17 Acceptance by the Creditor of any late, partial or interest-only payment with respect to the Guaranteed Obligations.

5.18 Lack of diligence by the Creditor in collecting, or attempting to collect, the Guaranteed Obligations, the obligations under any other guaranty agreement or any other obligations or liabilities or in otherwise dealing with the Obligor, the Guaranteed Obligations or any co-maker, accommodation party, surety, or any other guarantor(s), or any other person or entity.

5.19 The calling for and accepting, at any time the Creditor deems necessary or appropriate, as additional security, the signature or signatures of additional parties, or a security interest in property of any kind or description, or both.

5.20 Any other cause, whether similar or dissimilar to the foregoing. It is the intention of the Guarantor that this Agreement constitute an absolute and unconditional guaranty in any and all circumstances, and this Agreement shall be discharged only by the payment in full of all sums guaranteed and by the performance in full of all of the Guaranteed Obligations.

SECTION 6

Waiver of Notice

The Guarantor waives notice of acceptance of this Agreement by the Creditor, notice of execution and delivery of the New Notes, the Stock Purchase Agreements, and any other guaranty agreement, or any instrument referred to in such documents. The Guarantor further waives, to the fullest extent permitted by applicable law, each and every notice to which the Guarantor would otherwise be entitled under principles of guaranty or suretyship law. Without limiting the generality of the foregoing, the Guarantor hereby expressly waives all notices and defenses whatsoever with respect to this Agreement or with respect to the Guaranteed Obligations, including, but not limited

to, notice of the Creditor's acceptance of the Agreement or its intention to act, or its action, in reliance upon this Agreement; notice of the present existence or future incurring by the Obligor of any Guaranteed Obligations or any other obligations or liability or any terms or amount thereof or any change therein; notice of any default or nonpayment (whether to the Guaranteed Obligations or of any other obligation or liability) by the Obligor or any accommodation party, co-maker, surety, pledgor, mortgagor, grantor of security, any other guarantor(s) or any other person or entity, notice of the obtaining or release of any guaranty or surety agreement (in addition to this Agreement), pledge, mortgage, security interest, assignment, or other security for any of the Guaranteed Obligations; notice of dishonor; notice of nonpayment; notice of acceleration of the Guaranteed Obligations; notice of the making of a demand for payment of the liability or obligations of the Obligor; presentment and notice of presentment; protest and notice of protest; demand and notice of demand; nonpayment and notice of nonpayment; notice of the disposition of any collateral held to secure the Guaranteed Obligations; and any other notice required by law or otherwise. The Guarantor recognizes and hereby guarantees a New Notes which may vary in the amount of aggregate principal outstanding, and waives notice of all disbursements made to the Obligor pursuant to the Stock Purchase Agreements. In any event, the Guarantor's obligations under this Agreement shall not exceed the limitations provided in Section 2 of this Agreement.

SECTION 7

Waiver of Subrogation

The Guarantor hereby unconditionally waives any right of subrogation which he/it might have acquired by way of any payment made under this Guaranty Agreement or otherwise. Accordingly, the Guarantor shall not become a creditor of the Obligor as a result of the payment made by any Guarantor under this agreement.

SECTION 8

Rescission of Payment

Notwithstanding Section 9 below, this Agreement shall continue to be effective, or be reinstated as the case may be, as though such payment had not been made, if any payment by the Obligor pursuant to the terms and conditions of the New Notes, the Stock Purchase Agreements, or this Agreement is rescinded or must otherwise be restored or returned by the Creditor for any reason, including, without limitation (a) the invalidity or unenforceability of the obligation paid, for any reason; (b) failure or insufficiency of consideration for the obligation paid, or (c) the insolvency, bankruptcy or reorganization of the Obligor or any of any other guarantor(s).

SECTION 9

Termination

This Guaranty Agreement shall remain in full force and effect until, and shall terminate (as "terminate" is used in Kentucky Revised Statutes § 371.065) on the earlier of (a) the day following

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the date of (1) payment in full upon maturity of all sums payable by the Obligor under both of the New Notes, and (2) performance in full of all other obligations of the Obligor in accordance with the provisions of the New Notes, the Stock Purchase Agreements, this Agreement, and any extension and renewals thereof; or (b) July 16, 2028; provided, however, that termination of this Agreement on such termination date shall not affect in any manner the liability of the Guarantor with respect to (1) the Guaranteed Obligations which are created or incurred prior to such termination date ("Prior Obligations"), or (2) extension or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, such Prior Obligations prior to, on or after such termination date.

SECTION 10

Collateral Security

This Agreement is secured by the Stock Pledge Agreement executed in connection with, and pursuant to the Stock Purchase Agreement.

SECTION 11

Miscellaneous

12.01 This Agreement shall be binding upon the Guarantor and the Guarantor's heirs, personal representatives, successors and assigns, and shall inure to the benefit of, and be enforceable by, the Creditor and the Creditor's successors, transferees and assigns, including each and every holder of any indebtedness, obligation or liability of the Obligor constituting all or a portion of the Guaranteed Obligations.

12.02 The Creditor may enforce this Agreement with respect to one or more breaches either separately or cumulatively.

12.03 This Agreement may not be modified or amended without the prior written consent of the Creditor, and any attempted modification or amendment without such consent shall be void.

12.04 This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws (without regard to the conflicts of laws rules) of the Commonwealth of Kentucky.

12.05 If any part, term or provision of this Agreement is unenforceable or prohibited by any law applicable to this Agreement the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or if it is totally unenforceable, as if this did not contain that particular part, term or provision. A determination in one jurisdiction that any part, term or provision of this Agreement is unenforceable or prohibited by law does not affect the validity of such part, term or provision in any other jurisdiction.

12.06 The headings in this Agreement have been included for ease of reference only, and shall not be considered in the construction or interpretation of this Agreement.

12.07 This Agreement may be signed by each party hereto upon a separate copy, and in such case one counterpart of this Agreement shall consist of enough of such copies to reflect the signature of each party.

12.08 This Agreement may be executed by each party in multiple counterparts, each of which shall be deemed an original. It shall not be necessary in making proof of this Agreement or its terms to account for more than one such counterpart.

12.09 In the event that any of the Guaranteed Obligations arise out of or are evidenced by more than one obligation or liability of the Obligor to the Creditor, this Agreement may be enforced as to each separate liability or obligation constituting one of the Guaranteed Obligations, either separately or cumulatively. Without limiting the generality of the foregoing, if the Trust were to distribute one or both of the New Notes to the beneficiaries of the Trust, then each beneficiary would be entitled to enforce this Agreement separately with respect to the note or notes, and/or interest therein, distributed to it.

12.10 The use of any gender in this Agreement shall be deemed to include each other gender to the extent the context requires.

12.11 (a) Any requirement of the Uniform Commercial Code or other applicable law of reasonable notice shall be met if such notice is given at least five (5) business days before the time of sale, disposition or other event or thing giving rise to the requirement of notice.

(b) All notices or communications under this Agreement shall be in writing and shall be (1) mailed by registered or certified mail, return receipt requested, (2) hand delivered, or (3) delivered by overnight carrier, to the parties at the addresses set forth below their names on the signature page(s) to this Agreement, and any notice so addressed and mailed or delivered to and/or deposited with such carrier, freight prepaid, shall be deemed to have been given when so mailed if mailed; or delivered if hand-delivered; or delivered to such overnight courier if delivered by overnight courier.

(c) The parties hereto may at any time, and from time to time, change the address(es) to which notice shall be mailed, transmitted or otherwise delivered by written notice setting forth the changed address(es).

12.12 THE GUARANTOR CONSENTS TO ONE OR MORE ACTIONS BEING INSTITUTED AND MAINTAINED IN THE ~~JOHNSON~~ COUNTY, KENTUCKY, CIRCUIT COURT AND/OR THE UNITED STATES DISTRICT COURT FOR THE ~~EASTERN~~ DISTRICT OF KENTUCKY (AT THE LENDER'S DISCRETION) TO ENFORCE THIS AGREEMENT AND/OR ONE OR MORE OF THE OTHER OBLIGOR DOCUMENTS, AND WAIVES ANY OBJECTION TO ANY SUCH ACTION BASED UPON LACK OF PERSONAL OR SUBJECT MATTER JURISDICTION OR IMPROPER VENUE. THE

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GUARANTOR AGREES THAT ANY PROCESS OR OTHER LEGAL SUMMONS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING MAY BE SERVED BY MAILING A COPY THEREOF BY CERTIFIED MAIL, OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL, ADDRESSED TO THE OBLIGOR AS PROVIDED IN SECTION 12.11 ABOVE. THE OBLIGOR ALSO AGREES THAT IT SHALL NOT COMMENCE OR MAINTAIN ANY ACTION IN ANY COURT, ADMINISTRATIVE AGENCY OR OTHER TRIBUNAL OTHER THAN THE ~~FRANKLIN~~ ~~JOHNSON~~ COUNTY, KENTUCKY, CIRCUIT COURT OR THE UNITED STATES DISTRICT COURT FOR THE ~~EASTERN~~ ~~WESTERN~~ DISTRICT OF KENTUCKY WITH RESPECT TO THIS AGREEMENT, ANY OTHER OF THE STOCK PURCHASE AGREEMENTS, ANY OF THE TRANSACTIONS PROVIDED FOR OR CONTEMPLATED IN ANY OF THE STOCK PURCHASE AGREEMENTS, OR ANY CAUSE OF ACTION OR ALLEGED CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY DEBTOR AND CREDITOR RELATIONSHIP BETWEEN OR AMONG THE GUARANTOR, THE OBLIGOR AND/OR THE LENDER THAT MAY EXIST FROM TIME TO TIME.

12.13 The Guarantor acknowledges that the Guarantor has received a copy of the Stock Purchase Agreements as fully executed by the parties thereto. The Guarantor represents and warrants that the Guarantor (a) has READ THE STOCK PURCHASE AGREEMENTS OR HAS CAUSED SUCH DOCUMENTS TO BE EXAMINED BY THE GUARANTOR'S REPRESENTATIVES OR ADVISORS; (b) is thoroughly familiar with the transactions contemplated in the Stock Purchase Agreements; and (c), together with the Guarantor's representatives or advisors, if any, has had the opportunity to ask such questions to representatives of the Obligor and the Creditor, respectively, and receive answers thereto, concerning the terms and conditions of the transactions contemplated in the Stock Purchase Agreements as the Guarantor deems necessary in connection with the Guarantor's decision to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this as of the date set out on the preamble hereto, but actually on the date(s) set forth below.

GUARANTOR:

Bud Rife

BUD RIFE

Date: *7/16/11*

Address:

P.O. Box 155
Harold, Kentucky 41635

OBLIGOR:

JOHNSON COUNTY GAS COMPANY, INC.

By Bud Rife

Title: President

Date: 7/16/98

Address:

BR
Johnson Co. Gas Trave.
POB 339
Hopewell, Ky 40635

Attn: Bud Rife

CREDITOR:

KENTUCKY MUNICIPAL GAS UTILITY INVESTMENT TRUST

By Tom Graham

Title: Trustee

Date: 9/28/98

Address:

1024 Capitol Center Drive, Suite 340
Frankfort, KY 40601-8204

Attn: Tom Graham

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Kentucky Municipal Gas Utility Investment Trust
1024 Capitol Center Drive, Suite 340
Frankfort, KY 40601-8204

July 16, 1998 *B. Y. Emp*

Mr. Bud Rife
P.O. Box 155
Harold, Kentucky 41635

Dear Bud:

The Kentucky Municipal Gas Utility Investment Trust (the "Trust") hereby confirms its willingness to sell all of the stock of Johnson County Gas Company, Inc. ("JCGC") to you (or a company you form to be the purchaser), subject to notice to and approval by all appropriate entities, including the Economic Development Authority of the United States, Department of Commerce (the "EDA"), the Kentucky Gas System Restoration Project Revolving Loan Fund (the "Fund"), the Kentucky Gas System Restoration Project (the "Project"), the Kentucky Public Service Commission (the "PSC"), the Department for Local Government ("DLG") and Columbia Gas Company (the "CGC"). The EDA, the Fund, the Project, the PSC, DLG, and Columbia Gas Company are sometimes referenced, collectively, as the "Required Consent Parties", and in exchange for your personal and unconditional guaranty of the payment of the two promissory notes by JCGC described below (your "Personal Guaranty"), pursuant to sale documentation addressing the following matters. The purpose of this Letter of Intent is to confirm the general terms upon which you are willing to purchase and the Trust is willing to sell the Stock anticipating the preparation of a definitive purchase agreement (the "Stock Purchase Agreement") and a definitive Personal Guaranty for execution.

Prior Indebtedness

As the you and we have discussed, the proposed sale contemplates that JCGC will pay to the Trust, or other holders, the principal sum of Seven Hundred Thirty-Three Thousand Dollars and 00/100 (\$733,000), together with interest at an annual rate of Four Percent (4%) through two new promissory notes (the "New Notes"), in partial renewal and substitution of a prior secured indebtedness of JCGC to DLG in the amount of One Million Three Hundred Twenty One Thousand Three Hundred Seventy Four Dollars and 00/100 (\$1,321,374) (known as a Class 5 claim under the JCGC Plan of Reorganization in the Bankruptcy proceeding, defined below), and the unsecured claim of Columbia Gas Company ("CGC") in the amount of \$156,682.21 (known as a Class 6 claim under that Plan) (collectively the "Prior Debt"). The balance of the Prior Debt will remain outstanding, but the Trust, DLG and CGC will forebear from exercising any rights and /or claims in connection therewith, so long as JCGC remains current on the New Notes. At such time as JCGC has faithfully paid all payments due under the terms of the two promissory notes as and when due, and otherwise complied with the terms of any documentation in connection therewith, the DLG and CGC will release and discharge all of the obligations and liabilities of JCGC under, or in connection

Mr. Bud Rife *BMR*
July 16, 1998
Page 2

with the balance of the Prior Debt; however, if, and to the extent that JCGC defaults under the terms of either of the New Notes, the Trust, or other holders of the New Notes, and DLG and CGC retain the right to exercise all of these rights and remedies in connection with both the New Notes and the balance of the Prior Debt.

The Purchase

You propose to purchase from the Trust all of the stock (the "Stock") associated with the business of JCGC. The consideration for the Stock is your Personal Guaranty.

JCGC will pay the sum of \$733,000 as partial satisfaction of the Prior Debt as follows: \$733,000 evidenced by two New Notes in the amounts of \$655,302 ("Note 1") and \$77,698 ("Note 2") delivered at the Closing (defined below). The New Notes will bear an annual interest rate of four percent (4%) and will be amortized as follows: Note 1 will be paid monthly over a thirty (30) year period. The first one hundred twenty (120) payments will be in the amount of \$2,712.80 each, the next two hundred thirty-nine (239) payments will be in the amount of \$3,497.60 each, and the final, 360th payment will be in the amount of the then outstanding principal and unpaid interest. Note 2 will be paid monthly over a ten (10) year period. All one hundred twenty (120) monthly payments will be in the amount of \$786.65 each. As consideration for the sale of the stock, you agree to provide your absolute and unconditional Personal Guaranty of JCGC's payment of \$733,000, plus interest, under the terms of the New Notes.

The Purchase Agreement

Without limiting its terms and conditions, the Stock Purchase Agreement will contain customary and appropriate terms, and will specifically:

1. Include a representation that the Trust has title to the Stock, free and clear of all liens, claims, charges and encumbrances pursuant to the Order of the Bankruptcy Court of the Eastern District of Kentucky confirming the Plan of Reorganization (the "Plan") in Bankruptcy Case Number 83-2 (the "Bankruptcy Proceeding").
2. Provide that you will purchase the Stock subject to all liabilities of JCGC, including all customer deposits, which approximate \$ 4300.00 as of the date of this Letter of Intent, the obligations of JCGC to Cenerprise, Inc., which the Trust believes to approximate \$ 16,723.30 as of the date of this letter, and all other liabilities of JCGC.
3. Provide that the parties will close the Stock purchase no later than two weeks after all approvals required in the opening paragraph and paragraphs numbered 5 and 6 of this Letter of Intent have been obtained (the "Closing").

Mr. Bud Rife
July 16, 1998
Page 3

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4. Provide for the execution and delivery of stock certificates, assignments or other instruments necessary to convey the Stock.

5. Require receipt of all consents, approvals, authorization and/or orders required in connection with the execution, delivery, performance and consummation of the transaction, including receipt of the consent of all Required Consent Parties, including the PSC, approving the purchase, allowing you to own and operate the system, and allowing you to recover the purchase price of the system through rates approved by the PSC.

6. Require terms, provisions, documentation and collateral regarding the Stock Purchase as may be required by the Trust and any relevant Required Consent Parties in definitive documents to be negotiated with you prior to the Closing (the "Stock Purchase Documents"). The Trust expects the Stock Purchase Documents to include a pledge by you of all JCGC stock you own at the time, together with other collateral satisfactory to the Trust and any relevant Required Consent Parties, on terms satisfactory to the Trust and any relevant Required Consent Parties. The refinance of the Prior Debt through the New Notes shall be conditioned upon receipt of all consents, approvals and authorizations of the Required Consent Parties.

7. Provide that if the Purchaser is a company formed by you, then (a) all references to "you" (except in clause (b) of this paragraph) in this Letter of Intent will be deemed a reference to that company, (b) you will personally guarantee the obligations of that company through documentation satisfactory to the Trust and any relevant Required Consent Parties.

8. Require the Trust to represent and warrant that:

(a) Except as disclosed prior to the Closing, there are no legal proceedings or the like pending against JCGC.

(b) To the best knowledge of the Trustees of the Trust, the Trust has discharged all of its duties with respect to employees of JCGC, and there is no employee who has a contract that cannot be terminated at will at or in connection with the Closing if you so desire, without incurring any damages, or any obligation for severance pay, separation expenses or the like.

9. Require you to seek promptly and pursue diligently all necessary consents and approvals, including those referenced in the opening paragraph and in paragraphs numbered 5 and 6 of this Letter of Intent, and take actions required to obtain those consents and approvals.

Mr. Bud Rife

July 16, 1998

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Limited Representations and No Indemnities

As the current manager of JCGC, you have, and have had, possession of all books, records, tax returns and assets of JCGC and have operated the business and managed the affairs of JCGC since becoming the manager of JCGC pursuant to the Management Agreement dated as of February 12, 1997. You also know that neither the Trust nor the trustees of the Trust have operated JCGC or prepared business, financial or tax records or reports, but rather the Trust and JCGC have retained managers from time to time to manage JCGC who prepared and filed those records and reports. The Trust understands that you have retained independent legal and tax advisors of your choosing to assist you in evaluating your possible purchase of the Stock. As a result, the Purchase Agreement will provide only those representations and warranties referenced in paragraphs numbered 1 and 8 above, and also provide that neither the Trust nor any other party will make any warranty or representation regarding the financial, business or tax matters involving JCGC, its assets, or the Bankruptcy Proceeding or the Plan, nor of the accuracy of any financial statements, filings with the PSC (or other governmental agency), or tax returns for JCGC during the period of the Trust's ownership of the Stock or in connection with the Bankruptcy proceeding or the Plan, or the financial, legal or tax consequences of the transactions contemplated in this Letter of Intent, nor otherwise be responsible for nor provide any indemnities to you in connection with any financial, business, legal, tax or other matters of JCGC. The Trust will require release of any liability in connection therewith.

Cooperation and Access

From the date of your execution of this Letter of Intent, the Trust will cooperate fully with you including giving access to relevant books, records, and premises with respect to the Stock or JCGC.

Notice of Material Change

If any occurrence, development, event or action (or the absence of any of the foregoing) could or would materially affect the Stock or the continued operation of JCGC, you shall provide the Trust with immediate written notice thereof if it is not obvious from the circumstances that the Trust already has notice of such occurrence, development, event of action (or the absence of any of the foregoing).

Confidentiality

The Trust has advised you that (1) it is important to maintain the confidentiality of these negotiations regarding any possible Stock Purchase and of the terms of these negotiations, and (2) you will maintain that confidentiality. The Stock Purchase Agreement may include satisfactory confidentiality obligations as well.

Mr. Bud Rife
July 16, 1998
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Obligations Not Contingent Upon Additional Due Diligence

As the current manager of JCGC you acknowledge that you have had ample opportunity to review and investigate the financial, business and tax condition of JCGC and its assets and that you have sufficient knowledge thereof to enter into the transactions contemplated in this Letter of Intent. Nonetheless, the Trust's obligation to sell and your obligation to purchase the Stock are subject to (1) obtaining the consents from the Required Consent Parties, and (2) negotiation and execution of a satisfactory definitive Stock Purchase Agreement and Personal Guaranty between the Trust and you. Further, you agree to take all necessary steps and to cooperate in every respect to satisfy these conditions.

* * * * *

This Letter of Intent, and your acceptance of it, indicates your intention to consummate the transaction contemplated herein and to negotiate promptly and in good faith the contemplated definitive documents.

If this letter accurately sets forth the general terms and conditions under which you would be willing to purchase the Stock and under which you would be willing to provide your personal and unconditional guaranty of JCGC's payment under the terms of the New Notes, please sign the enclosed copy of this letter on or before 5:00 p.m. on July __, 1998 and return it to me; otherwise this offer shall expire at 5:00 p.m. on that date.

Very truly yours,

Tom Graham
Tom Graham, Trustee

Eric Parr, Trustee

Accepted and Agreed:

Bud Rife

BUD RIFE

Date: July 16, 1998

Time: _____

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STOCK PURCHASE AGREEMENT

This is a Stock Purchase Agreement dated as of July 16, 1998 (this "Agreement"), among the Kentucky Municipal Gas Utility Investment Trust (the "Trust" or the "Seller") and Mr. Bud Rife [OR CORPORATE ENTITY] (the Buyer). *62 JG Emf*

Recitals *of JG Emf*

A. The Seller is the record holder of Five (5) ~~[INSERT #]~~ shares (collectively, the "Shares") of the common stock of Johnson County Gas Company, Inc. ("JCGC" or the "Corporation") such shares constituting all the issued and outstanding shares of the capital stock of the Corporation.

B. The Buyer desires to purchase the Shares from the Seller, and the Seller desires to sell the Shares to the Buyer pursuant to the terms and conditions contained in this Agreement.

Agreement

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller the Shares.

2. Consideration. The Seller hereby agrees to sell the Shares to the Buyer in exchange for the Buyer's personal and unconditional guaranty (the "Personal Guaranty") of the payment of two new promissory notes (the "New Notes") by the Corporation in partial renewal and substitution of a prior indebtedness of the Corporation to the secured claim of the Department of Local Governments ("DLG") in the amount of One Million Three Hundred Twenty-One Thousand Three Hundred Seventy-Four Dollars and 00/100 (\$1,321,374.00) (the "Debt to DLG") and the unsecured claim of Columbia Gas Company in the amount of One Hundred Fifty-Six Thousand Six Hundred Eight-Two Dollars and 21/100 (\$156,682.21) (the "Debt to Columbia") (the Debt to DLG and the Debt to Columbia, collectively, the "Prior Debts"). The Corporation will execute and deliver the New Notes at the time of Closing (defined below) as follows: "Note 1" will be in the amount of Six Hundred Fifty-Five Thousand Three Hundred Two Dollars and 00/100 (\$655,302.00) and in the form attached hereto as Exhibit "A"; and "Note 2" in the amount of Seventy-Seven Thousand Six Hundred Ninety-Eight Dollars and 00/100 (\$77,698.00) and in the form attached hereto as Exhibit "B". The New Notes will bear an annual interest rate of four percent (4%) and will be amortized as follows: Note 1 will be paid monthly over a thirty (30) year period. The first one hundred twenty (120) payments will be in the amount of \$2,712.80 each, the next two hundred thirty-nine (239) payments will be in the amount of \$3,497.60 each, and the final, 360th payment will be in the amount of the then outstanding principal and unpaid interest. Note 2 will be paid monthly over a ten (10) year period. All one hundred twenty (120) monthly payments will be in the amount of \$786.65 each. The New Notes and the Prior Debts shall continue to be secured by the Amended and Restated Security Agreement and Mortgage whereby JCGC grants to the Seller a first mortgage lien and security interest in all property, both real and personal, tangible and intangible of JCGC (the "Mortgage and Security Agreement"), and be secured by a Stock Pledge Agreement whereby the

Buyer will pledge all of the shares he owns at any time of JCGC to secure the Buyer's obligations under the Personal Guaranty and the Stock Purchase Agreement (the "Stock Pledge Agreement").

3. Representations, Warranties and Covenants.

(a) The Seller represents and warrants to the Buyer that:

(i) It has title to the Shares pursuant to the Order of the Bankruptcy Court of the Eastern District of Kentucky confirming the Plan or Reorganization (the "Plan") in Bankruptcy Case Number 83-2 (the "Bankruptcy Proceeding"). To the best knowledge of the Trustee of the Trust, that title is free and clear of liens, claims, charges and encumbrances.

(ii) It has full right, power and authority to transfer, deliver, and vest in the Buyer, by delivering to the Buyer, against receipt of the consideration described in Section 2, a certificate properly endorsed representing the Shares, good and marketable (legal and beneficial) title to the Shares, subject to all liabilities of JCGC, including all customer deposits, the obligations of JCGC to Cenerprise, Inc., and all other liabilities of JCGC.

(iii) Except as disclosed prior to the Closing (as defined below), there are no legal proceedings pending against JCGC.

(iv) To the best knowledge of the Trustees of the Trust, the Trust has discharged all of its duties with respect to employees of JCGC, and there is no employee who has a contract that cannot be terminated at will at or in connection with the Closing, without incurring any damages, or any obligation for severance pay, separation expenses or the like.

(b) The Buyer represents, acknowledges and agrees that:

(i) the Seller has neither operated the business of JCGC, nor prepared business, financial, or tax records or reports, but rather the Trust and JCGC have retained managers from time to time to manage JCGC who prepared and filed those reports;

(ii) the Buyer, manager of JCGC pursuant to a Management Agreement dated as of February 12, 1997, has had and currently has, possession of all books, records, tax returns and assets of JCGC and has and continues to operate the business and manage the affairs of JCGC, and consequently has greater knowledge of those matters than does the Seller;

(iii) the Buyer has prepared business, financial, and/or tax records or reports for JCGC,

(iv) except as set forth in paragraph 3(a), the Seller makes no representation or warranty concerning the Shares;

(v) the Seller makes no representation or warranty of any kind whatsoever regarding the financial, business or tax matters involving JCGC, its assets, or the Bankruptcy Proceeding or the Plan;

(vi) the Seller makes no representation or warranty of any kind with respect to the accuracy of any financial statements, filings with the Public Service Commission (or other governmental agency), or tax returns filed for JCGC during the period of the Seller's ownership of the Shares or in connection with the Bankruptcy Proceeding or the Plan;

(vii) the Seller makes no representations or warranties of any kind with respect to the financial, legal or tax consequences of the transaction set forth in this Agreement or any related transaction;

(viii) the Seller is not responsible for nor provide any indemnities to the Buyer in connection with any financial, business, legal, tax or other matters concerning JCGC;

(ix) the Buyer has retained independent legal and tax advisors of his choosing to assist him in evaluating his purchase of the Shares; and

(x) the Buyer has had the opportunity to ask questions and receive answers concerning the sale of the Shares, JCGC and JCGC's business.

4. Conditions to Seller's Obligations. The obligations of the Seller to consummate the transactions contemplated herein shall be subject to the satisfaction of the following conditions at or before Closing:

(a) The Buyer shall have executed and delivered to the Seller Note 1, Note 2, the Stock Pledge Agreement, the Mortgage and Security Agreement, and any other document required to be delivered in connection with the transactions contemplated by this Agreement; and

(b) The Buyer shall have obtained all of the required consents, authorizations and approvals as required by Section 5(a); and

(c) The Buyer's counsel shall have delivered a legal opinion satisfactory to the Seller's counsel in all respect; and

(d) The Buyer will execute the Personal Guaranty of the Buyer's obligation to pay under the two promissory notes, in the form attached hereto as Exhibit "C".

5. Covenants of the Buyer. The Buyer agrees that from the date hereof through the Closing:

(a) The Buyer will obtain all of the consents, approvals, authorizations and/or orders required in connection with the execution, delivery, performance and consummation of the transaction, including receipt of the consent of the Economic Development Authority of the United

States, Department of Commerce (the "EDA"), the Kentucky Gas System Restoration Project Revolving Loan Fund (the "Fund"), the Kentucky Gas System Restoration Project (the "Project"), the Kentucky Public Service Commission ("PSC"), the Department for Local Government ("DLG") and Columbia Gas Company ("Columbia") (the EDA, the Fund, the Project, the PSC, DLG and Columbia are sometimes referenced collectively, as the "Required Consent Parties"). The consents, approvals, authorizations and/orders shall provide that the Buyer may own and operate the system and that the Buyer may recover the purchase price of the system through rates approved by the PSC.

(b) The Buyer shall execute and enter into definitive stock purchase documents (the "Stock Purchase Agreements") containing terms, provisions, documentation and providing collateral regarding the Stock Purchase as required by the Seller and any relevant Required Consent Parties. The Stock Purchase Agreements shall include, among other things, the Stock Pledge Agreement by the Buyer of all of the JCGC Shares he owns at any time, the Mortgage and Security Agreement continuing a security interest in all of the real and personal, tangible and intangible, property of JCGC, and any other collateral satisfactory to the Seller and any relevant Required Consent Parties, on terms and pursuant to documentation satisfactory to the Seller and any relevant Required Consent Parties, and the Buyer's Personal Guaranty.

(c) The Buyer shall maintain the confidentiality of the existence of and the terms of this Agreement and any negotiations surrounding this transaction except for disclosures to the Buyer's attorneys, accountants or business advisors and except as required to obtain the orders, authorization and approval of the Required Consent Parties.

(d) If it is not obvious from the circumstances that the Trust has notice of any occurrence, development, event, or action (or the absence of any of the foregoing) that could or would materially affect the Shares or the continued operation of JCGC, the Buyer shall provide immediate written notice of any occurrence, development, event or action (or the absence of any of the foregoing).

(e) The Buyer shall cooperate fully, completely and promptly with, and shall take all actions reasonably requested by, the Seller in connection with satisfying all conditions to, and effecting the transactions contemplated by, this Agreement.

6. Release by Buyer. The Buyer hereby fully and forever releases and discharges Seller from any and all liability on account of any and all present or future actions, causes of action, claims, demands, costs or other damages whether or not now known, which are in any way related to or associated with or arising in connection with JCGC, the shares, and/or the business, financial, and/or tax affairs of JCGC, whether before or after (a) the Buyer became the manager of JCGC, and/or (b) the Closing.

7. Closing. The closing (the "Closing") shall be held no later than two weeks after all approvals, consents, authorizations and/or orders have been obtained from the Required Consent Parties. At or before the Closing, the parties shall make all of the deliveries contemplated in this Agreement.

8. Effect on Prior Indebtedness.

(a) The balance of the Prior Debts, over and above the indebtedness evidenced by each of the New Notes (such excess, the "Suspended Debts") will remain outstanding, but the Trust, DLG and Columbia have agreed to forebear from exercising any rights and/or claims in connection therewith, pursuant to an Agreement Regarding Debt (the "Agreement Regarding Debt") executed in connection with the Stock Purchase, so long as JCGC pays all amounts in connection with each of the New Notes as and when due, complies in all respects with the Security Agreement and the New Notes, and the Buyer complies in all respects with this Stock Purchase Agreement, the Stock Pledge Agreement, the Personal Guaranty and all other documents arising out of and/or in connection with this agreement (so long as that occurs, the "Period of Forbearance").

(b) At such time as JCGC has faithfully paid all payments due under the terms of Note 1 as and when due, and provided that the Period of Forbearance has continued without interruption, the DLG will release and discharge all of the obligations and liabilities of JCGC under, or in connection with the portion of the Suspended Debt with respect to DLG; however, if, and to the extent that JCGC defaults under the terms of Note 1 and/or the Period of Forbearance ends for any reason other than full satisfaction of Note 1, DLG retains the right to exercise all of its rights and remedies in connection with Note 1 and the portion of the Suspended Debt with respect to DLG, and all documents, instruments and agreements entered into in connection therewith and/or providing collateral security for either or both.

(c) At such time as JCGC has faithfully paid all payments due under the terms of Note 2 as and when due, and provided that the Period of Forbearance has continued without interruption, Columbia will release and discharge all of the obligations and liabilities of JCGC under, or in connection with the portion of the Suspended Debt with respect to Columbia; however, if, and to the extent that JCGC defaults under the terms of Note 2 and/or the Period of Forbearance ends for any reason other than full satisfaction of Note 2, Columbia retains the right to exercise all of its rights and remedies in connection with Note 2 and the portion of the Suspended Debt with respect to Columbia, and all documents, instruments and agreements entered into in connection therewith and/or providing collateral security for either or both.

9. Obligations Not Contingent Upon Additional Due Diligence. The Buyer represents and warrants that it has been the manager of the business and operations of JCGC since February 20, 1997, and has had ample opportunity to review and investigate the financial, business and tax condition of JCGC and its assets and the Buyer has sufficient knowledge thereof and of the effects of the transactions contemplated by this Agreement to enter into the transactions contemplated by this Agreement. b^R
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GMP.

10. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings with respect to the subject matter hereof, whether written or oral. No change, modification, addition or

termination of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

(b) Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

(c) Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or a waiver in respect of any breach or default, whether of a similar or a different nature, unless expressly so stated in writing.

(d) Governing Law. The validity, construction, interpretation and enforcement of this Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

(e) Severability. If any provision of this Agreement or its application shall be deemed invalid, illegal or unenforceable in any respect, the validity, construction, interpretation and enforceability of all other applications of that provision and of all other provisions and applications hereof shall not in any way be affected or impaired.

(f) Further Assurances. From time to time at another party's request and without further consideration, the parties shall execute and deliver such further instruments and documents, and take such other action as the requesting party may reasonably request, in order to complete more effectively the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the Buyer and the Seller have signed multiple counterparts of this Agreement as of the date first above written, but actually on the date set forth below.

BUYER:



Date: 7/16/98

SELLER:

KENTUCKY MUNICIPAL GAS UTILITY
INVESTMENT TRUST

By Tom Graham

_____, Trustee

and by Erin M. Law

_____, Trustee

Date: 9/28/98

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rw/pwt/g 8/22/97

STOCK PLEDGE AGREEMENT

This is a Stock Pledge Agreement (this "Agreement") dates as of July 16, 1998 between BUD RIFE (the "Pledgor") and the KENTUCKY MUNICIPAL GAS UTILITY INVESTMENT TRUST (the "Trust").

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BR emp*

RECITALS

The Pledgor desires to enter into this Agreement in order to secure the payment and performance of obligations under the Stock Purchase Agreement entered into between the Pledgor and the Trust and dated as of July 16, 1998 (the "Stock Purchase Agreement").

OR YB emp

AGREEMENT

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning given them in the Stock Purchase Agreement.

2. Grant of Security Interest.

(a) The Pledgor hereby grants to the Trust a security interest in all of his right, title and interest in and to all the issued and outstanding shares of the common capital stock of Johnson County Gas Company, Inc., represented by Stock Certificate No. N-1, issued to the Pledgor (the "Pledged Shares"). The Pledgor further grants to the Trust a security interest in any stock rights, rights to subscribe, liquidating dividends, dividends paid in stock, new securities, or any other property to which the Pledgor is or may hereafter become entitled to receive on account of the Pledged Shares. If the Pledgor receives additional property of such nature, he shall immediately delivery such property to the Trust to be held by the Trust for itself.

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(b) The Pledgor grants a further security interest to the Trust in the proceeds or products of any sale or other disposition of the Pledged Shares.

3. Obligations Secured. The security interest created hereby secures payment and performance of:

(a) any and all obligations, agreements, covenants and representations of the Pledgor under and/or in connection with the Stock Purchase Agreement and any other document contemplated by and/or entered into in connection with the Stock Purchase Agreement, whether or not, either on the date of this Agreement or thereafter, evidenced by any note, instrument or other writing arising out of or in connection with the Stock Purchase Agreement (collectively referred to as "Stock Purchase Agreements");

(b) any and all obligations of Johnson County Gas Company, Inc. represented or evidenced by and/or contained in "Note 1" and "Note 2" equally and ratably;

(c) any and all indebtedness, obligation and/or liability of the Pledgor, however evidenced, whether existing on the date of this Agreement or arising thereafter, direct or indirect, absolute or contingent, arising out of and/or in connection with the Stock Purchase Agreements and/or any and/or all of the transactions contemplated thereby.

4. Representations and Warranties. To induce the Trust to enter into this Agreement, the Pledgor represents and warrants as follows:

(a) The Pledgor has full power and authority to enter into and perform this Agreement and this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of the Pledgor enforceable in accordance with its terms.

(b) The Pledgor has good and marketable title to the Pledged Shares, and the Pledged Shares are not subject to any lien, charge, pledge, encumbrance, claim or security interest other than the security interest created by this Agreement.

(c) The Pledgor has not entered into any stock restriction or purchase agreement with respect to the Pledged Shares which would in any way restrict the sale, pledge or other transfer of the Pledged Shares or of any interest in or to the Pledged Shares.

5. Duration of Security Interest. The Trust, its successors and assigns, shall hold the Pledged Shares and security interest created hereby upon the terms of this Agreement, and this security interest shall continue until each and every obligation secured by this Agreement (the "Secured Obligations") has been paid in full.

6. Maintaining Freedom from Liens. The Pledgor shall keep the Pledged Shares free and clear of liens and shall pay all amounts, including taxes, assessments or charges, which might result in a lien against the Pledged Shares if left unpaid, unless the Pledgor at his own expense is contesting such amount in good faith by an appropriate proceeding timely instituted which shall operate to prevent the collection or satisfaction of the lien or amount so contested. If the Pledgor fail to pay such amounts and is not contesting the validity or amount thereof in accordance with the immediately preceding sentence, the Trust may, but is not obligated to, pay such amounts, and such payment shall be conclusive evidence of the legality or validity thereof. The Pledgor shall promptly reimburse the Trustee for any such payments, and until reimbursement, such payments shall be a part of the Secured Obligations.

7. Certain Rights Respecting Pledged Shares.

(a) So long as no Default (as defined below) under the Secured Obligations has occurred and is continuing (i) the Pledgor shall continue to be the owner of the Pledged Shares; (ii) the Pledgor may collect and retain all dividends now or hereafter payable on or on account of the Pledged Shares; and (iii) may exercise his respective voting rights with respect to the Pledged Shares.

(b) The Pledgor shall not sell, transfer or attempt to sell or transfer the Pledged Shares, or any part thereof or interest therein, without the prior express written consent of the Trust.

Any such consent of the Trust shall not constitute the release by the Trust of its interest in the Pledged Shares, and any such sale or transfer consented to shall transfer the Pledged Shares subject to the security interest of the Trust.

(c) The Trust, at its option upon any Default and so long as such Default exists may exercise all voting rights and privileges whatsoever with respect to the Pledged Shares, including, without limitation, the right to receive dividends. To that end, the Pledgor hereby constitute the Trust's proxy and attorney-in-fact for all purposes of voting the Pledged Shares at any annual regular or special meeting of Johnson County Gas Company, Inc. ("JCGC"), and this appointment shall be deemed coupled with an interest and is and shall be irrevocable until all of the Secured Obligations have been fully paid and terminated, and all persons whatsoever shall be conclusively entitled to rely upon the Trust's oral or written certification that it is entitled to vote the Pledged Shares hereunder. The Pledgor shall execute and deliver to the Trust any additional proxies and powers of attorney that the Trust may desire in its own name. In addition to any other voting rights, the Trust may vote the Pledged Shares to remove the directors and officers of JCGC, or any of them, and to elect new directors and officers of JCGC who shall thereafter manage the affairs of JCGC, operate its properties and carry on its business and otherwise take any action with respect thereto as it shall deem necessary and appropriate and may also liquidate JCGC and/or its business, and may authorize the borrowing of money in the name of JCGC, and the pledge of its assets to secure such borrowing.

8. Issuance of New Stock. The Pledgor shall not permit JCGC to issue new shares of its capital stock.

9. Delivery of Certificates and Stock Powers. The Pledgor shall delivery to the Trust the share certificates representing the Pledged Shares upon execution of this Stock Pledge Agreement, and from time to time if other Shares may be acquired, and executed blank stock powers for those share certificates. If for any reason the Pledgor acquires any interest in any additional capital stock of JCGC, he shall immediately delivery certificates representing that stock and blank stock powers for those certificates to the Trust to be held by the Trust in the same manner as the Pledged Shares, and those shares shall be pledged under this Stock Pledge Agreement and constitute a part of the Pledged Shares.

10. Default. At the option of the Trust the happening of any of the following events shall constitute a default under this Agreement (a "Default"):

(a) Failure of the obligor thereof to pay any Secured Obligation, or any installment of any Secured Obligation.

(b) The occurrence of any event of default under the Stock Purchase Agreement, or any other instrument or agreement secured by this Agreement or which provides security for any Secured Obligation.

(c) Failure of the Pledgor to perform or observe any covenant, obligation or provision of this Agreement, which failure has not been fully corrected within thirty (30) days after notice has been given to the Pledgor of such failure.

(d) Any warranty, representation or statement made herein or otherwise furnished to the Trust by or on behalf of the Pledgor with respect to this Agreement proves to be false in any material respect.

(e) The sale or other disposition of the Pledged Shares or any interest therein, or the creation of any lien in the Pledged Shares.

(f) The Pledged Shares should become the subject matter of litigation which would, in the reasonable opinion of the Trust, result in substantial impairment or loss of the security intended to be provided by this Agreement.

11. Remedies. Subject to the securities law applicable with respect to the Pledged Shares:

(a) Upon any Default, the Trust may at its option declare any and all of the Secured Obligations to be immediately due and payable, and, in addition to exercising all other rights or remedies, proceed to exercise with respect to the Pledged Shares all rights, options and remedies of a secured party upon default as provided for under the Uniform Commercial Code as then adopted in the Commonwealth of Kentucky.

(b) The rights of the Trust upon Default shall include, without limitation, the following:

(i) The right to the immediate possession of Pledged Shares not then in the Trust's possession without requirement of notice or demand or of any legal process. In exercising this right, the Trust may enter into the premises of the Pledgor without requirement of any legal process.

(ii) The right to sell the Pledged Shares at public or private sale in one or more lots. The Trust shall be entitled to apply the proceeds of any such sale to the satisfaction of the Secured Obligations and to expenses incurred in realizing upon the Pledged Shares in accordance with the Uniform Commercial Code.

(A) In the case of any sale by the Trust of the Pledged Shares or any portion thereof on credit for future delivery, which may be elected at the sole option and in the complete discretion of the Trust, the Pledged Shares so sold may, at the Trust's option, either be delivered to the purchaser or retained by the Trust until the selling price is paid by the purchaser, but in either event the Trust shall incur no liability in case of failure of the purchaser to take up and pay for the Pledged Shares. In case of any such failure, such Pledged Shares or other Collateral may be sold again by the Trust in the manner provided in this Section.

(B) After deducting all its reasonable costs and expenses of every kind, including without limitations, legal fees, registration fees required by law (Securities and Exchange Commission and any other) and expenses, if any, the Trust shall apply the residue of the proceeds of any sale or sales of the Pledged Shares or other Collateral to the obligations of the Pledgor to the Trust under this Stock Pledge Agreement, or any of the Stock Purchase Agreements,

in the order of priority elected by the Trust. The Trust shall not incur any liability as a result of the sale of the Pledged Shares at any private sale or sales, and the Pledgor hereby waives any claim arising by reason of (1) the fact that the price or prices for which the Pledged Shares, or any portion thereof, is sold at such public sale or sales in less than the price which would have been obtained at a private sale or sales, or is less than the amount due and the Trust accepted the first offer received and did not offer the Pledged Shares, or portion thereof, to more than one offeree; or (2) any delay by the Trust in selling the Pledged Shares following a Default hereunder, even if the value of the Pledged Shares thereafter declines; or (3) the immediate sale of the Pledged Shares upon the occurrence of a Default hereunder even if the holder shall remain jointly and severally liable for any deficiency remaining due under this Stock Pledge Agreement, or any of the Stock Purchase Agreements

(iii) The right to recover the reasonable expenses of preparing for sale and selling the Pledged Shares and other like expenses, together with court costs and reasonable attorneys' fees incurred.

(iv) The right to transfer the Pledged Shares into the Trust's name to facilitate the Trust's exercise of other rights or remedies with respect to them.

(v) The right to proceed by appropriate legal process at law or in equity to enforce any provision of this Agreement or in aid of the execution of any power of sale, or for foreclosure of the security interest of the Trust, or for the sale of the Pledged Shares under the judgment or decree of any court.

12. Exercise of Remedies. The rights and remedies of the Trust shall be deemed to be cumulative, and any exercise of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. Notwithstanding the foregoing, the Trust shall be entitled to recover by the cumulative exercise of all remedies no more than the sum of (a) the Secured Obligations remaining outstanding at the time of the exercise of remedies, plus (b) the costs, fees and expenses the Trust is otherwise entitled to recover.

13. Return of Collateral. The Trust may at any time deliver the Pledged Shares or any part thereof to the Pledgor. The receipt by the Pledgor of the Pledged Shares, or any part thereof, shall be a complete and full discharge of the Trust and the Trust shall be discharged from any liability or responsibility with respect thereto.

14. Further Assurances. The Pledgor shall sign such other documents or instruments, and take such other actions, as the Trust may request to more fully create and maintain, or to verify, ratify or perfect the security interest intended to be created in this Agreement.

15. Multiple Counterparts.

(a) This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of enough of such copies to reflect the signature of each party.

(b) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms thereof to produce or account for more than one such counterpart.

16. Notice

(a) Any requirement of the Uniform Commercial Code of reasonable notice (not waived under this Agreement) shall be met if such notice is given at least five (5) business days before the time of sale, disposition or other event or thing giving rise to the requirement of notice.

(b) All notices or communications under this Agreement shall be in writing and shall be hand delivered or mailed to the parties addressed as follows, and any notice so addressed and (i) hand delivered shall be deemed to have been given when delivered, (ii) mailed by registered or certified mail, return receipt requested with postage prepaid, shall be deemed to have been given when mailed, or (iii) delivered to a small package air courier offering service to the address of the intended recipient with shipping prepaid shall be deemed to have been given when delivered to such courier:

(A) If to Pledgor:

Bud Rife
P.O. Box 155,
Harold, KY 41635

(B) If to the Trust:

Kentucky Municipal Gas Utility Investment Trust
1024 Capitol Center Drive, Suite 340
Frankfort, KY 40601-8204

17. Miscellaneous

(a) Waiver. Failure by the Trust to exercise any right shall not be deemed a waiver of that right, and any single or partial exercise of any right shall not preclude the further exercise of that right. Every right of the Trust shall continue in full force and effect until such right is specifically waived in writing signed by the Trust.

(b) Severability. If any part, term or provision of this Agreement is held by any court to be prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced to the greatest extent allowed by law, or if such part, term or provision is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

(c) Headings. The headings in this Agreement have been included for each of reference only, and shall not be considered in the consideration or interpretation of this Agreement.

(d) Benefit. This Agreement shall inure to the benefit of the Trust, its successors and assigns, and the Trust may assign portions of its interest herein and all obligations of the Pledgor shall bind, as applicable, his heirs, executors, personal representatives, successors and assigns. Any assignee of the Trust shall be vested with all of the Trust's rights under this Agreement and may exercise its enforcement rights of any other rights notwithstanding the fact that it has not been assigned or transferred rights with respect to 100% of the Pledged Shares.

(e) Governing Law. To the extent allowed under the Uniform Commercial Code, this Agreement shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

(f) Entire Agreement. This Agreement along with the other Stock Purchase Agreements constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings with respect to the subject matter hereof, whether written or oral. No change, modification, addition or termination of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

(g) **CONSENT TO VENUE, THE PLEDGOR CONSENTS TO ONE OR MORE ACTIONS BEING INSTITUTED AND MAINTAINED IN THE JOHNSON COUNTY, KENTUCKY, CIRCUIT COURT AND/OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF KENTUCKY (AT THE TRUST'S SOLE DISCRETION) TO ENFORCE THIS AGREEMENT AND/OR ONE OR MORE OF THE STOCK PURCHASE AGREEMENTS, AND WAIVES ANY OBJECTION TO ANY SUCH ACTION BASED UPON LACK OF PERSONAL OR SUBJECT MATTER JURISDICTION OR IMPROPER VENUE. THE PLEDGOR AGREES THAT ANY PROCESS OR OTHER LEGAL SUMMONS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING MAY BE SERVED BY MAILING A COPY THEREOF BY CERTIFIED MAIL, OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL, ADDRESSED AS PROVIDED IN SECTION 16 ABOVE. THE PLEDGOR ALSO AGREES THAT HE SHALL NOT COMMENCE OR MAINTAIN ANY ACTION IN ANY COURT, ADMINISTRATIVE AGENCY OR OTHER TRIBUNAL OTHER THAN THE JOHNSON COUNTY, KENTUCKY, CIRCUIT COURT OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF KENTUCKY WITH RESPECT TO THIS AGREEMENT, ANY OTHER OF THE STOCK PURCHASE AGREEMENTS, OR ANY OF THE TRANSACTIONS PROVIDED FOR OR CONTEMPLATED IN ANY OF THE STOCK PURCHASE AGREEMENTS, OR ANY CAUSE OF ACTION OR ALLEGED CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY RELATIONSHIP AMONG THE PLEDGOR AND THE TRUST THAT MAY EXIST FROM TIME TO TIME.**

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(h) Acknowledgment. The Pledgor acknowledges that he has received a copy of this Agreement and each of the other Stock Purchase Agreements, as fully executed by the parties thereto. The Pledgor acknowledges that he (a) has READ THIS AGREEMENT AND THE OTHER STOCK PURCHASE AGREEMENTS OR HAS CAUSED SUCH DOCUMENTS TO BE EXAMINED BY HIS REPRESENTATIVES OR ADVISORS; (b) is thoroughly familiar with the transactions contemplated in this Agreement and the other Stock

Purchase Agreements; and (c) has had the opportunity to ask such questions to representatives of the Trust, and receive answers thereto, concerning the terms and conditions of the transactions contemplated in this Agreement and the Stock Purchase Agreements as he deems necessary in connection with his decision to enter into this Agreement.

IN WITNESS WHEREOF, the Pledgor and the Trust have signed this Agreement as of the date first above written, but actually on the dates set forth below.

PLEDGOR:

Bud Rife
BUD RIFE

DATE: 7/16/98

TRUST:

KENTUCKY MUNICIPAL GAS UTILITY
INVESTMENT TRUST

BY: Tom Graham
Eric M. Pan, Trustee

DATE: 9/28/98

036:mnnytsg
05267.103551
FAUSERS\036\DEAL\DOCS\DLG\PLEGGE DR4

SCHEDULE OF MORTGAGED PROPERTY AND COLLATERAL

All property now owned or to be owned in the future by Debtor, JOHNSON COUNTY GAS COMPANY, INC., wherever situated, both real and personal, tangible and intangible of whatever description or kind, including but not limited by reason of enumeration, any and all means and instrumentalities owned, operated, leased, licensed, used, furnished or supplied for, by or in connection with the business of the JOHNSON COUNTY GAS COMPANY, INC., accounts, both existing and those that will exist in the future, all rights of way, franchises, pipelines, pole lines, easements, railroad tracks, engines, cars, motor equipment, buildings, improvements and appurtenances presently standing or at any time hereafter constructed or placed upon the premises of the Debtor, or any part thereof, all furnaces, boilers, sprinkler systems, heating systems, air conditioning fixtures, plumbing fixtures, ventilating fixtures, gas and electric fixtures, elevators, electrical fixtures, all interior partitions, counters, railings, venetian blinds and traverse rods, asphalt tile floor coverings, wherever the same are situated.

JOHNSON COUNTY GAS COMPANY, INC.

BY:

DANNY PRESTON, PRESIDENT
BUD RIFE

EXHIBIT B DR TG EMP

PROMISSORY NOTE
(Note 1)

\$655,302.00

July 16, 1998

EMP
TG
BR

For value received, JOHNSON COUNTY GAS COMPANY, INC. (the "Maker"), promises to pay to the order of the KENTUCKY MUNICIPAL GAS UTILITY INVESTMENT TRUST (the "Payee"), the principal sum of SIX HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED TWO AND 00/100 DOLLARS (\$655,302.00) together with interest on the principal of this note at the annual rate of four percent (4%). Interest on this note shall accrue from the date of this note until the entire principal balance of and all accrued interest on this note has been paid in full. All interest on this note shall be computed on the basis of actual days elapsed over an assumed year of three hundred sixty (360) days. This note is being delivered pursuant to a Stock Purchase Agreement dated as of July 16, 1998, (the "Stock Purchase Agreement") between the Payee and the Purchaser of the Stock, Bud Rife ("Purchaser") in partial renewal and substitution of certain prior indebtedness of the Maker to the Payee and subject to the personal and unconditional guaranty of the Purchaser.

EMP
TG
BR

1. Payment. The outstanding principal and interest of this note shall be due and payable in a total of three hundred sixty (360) monthly installments. The first 120 monthly installment payments shall be in the amount of \$2,712.80 each, the next 239 monthly installment payments shall be in the amount of \$3,497.60 each, and the final, 360th payment shall be in an amount equal to the then outstanding principal and interest. The first monthly payment in the amount of \$2,712.80 shall be due on March 15, 1998 and each subsequent monthly payment shall be due on the 15th day of such month. If the Maker fails to pay the outstanding principal balance of this note in full on March 15, 2028, interest at an annual rate of 4% shall accrue on the unpaid principal balance of this note until the Maker pays such principal and all accrued interest in full.

EMP
TG
BR

EMP
TG
BR

2. Default. Failure of the Maker to pay any monthly installment payments when due or the outstanding principal balance of this note on March 15, 2028 shall be a default under this note. Upon any default under this note, the holder of this note may, at its option, and without notice, declare the entire unpaid balance of, and all accrued interest on, this note to be immediately due and payable.

EMP
TG
BR

3. Forbearance Not a Waiver. Failure of the holder of this note to exercise any of its rights and remedies shall not constitute a waiver of any provision of this note or of any of such holder's rights and remedies, nor shall it prevent the holder from exercising any rights or remedies with respect to the subsequent happening of the same or similar occurrences. All remedies of the holder hereof shall be cumulative to the greatest extent permitted by law. Time shall be of the essence of payment of all payments of interest and principal on this note.

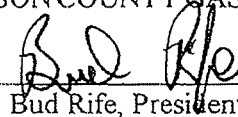
4. Governing Law. This note has been delivered in, and shall be governed by and construed in accordance with the laws (including the conflicts of law rules) of, the Commonwealth of Kentucky.

5. Collection Costs and Expenses. If there is any default under this note, and this note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court, the Maker promises to pay to the order of the holder hereof such holder's reasonable attorneys' fees and court costs incurred in collecting or attempting to collect this note, to the extent allowed by the laws of the Commonwealth of Kentucky or any state in which any collateral security payment of this note is situated.

6. Waivers. Except as otherwise expressly provided herein, all parties to this instrument, whether makers, sureties, guarantors, endorsers, accommodation parties or otherwise, shall be jointly and severally bound, and jointly and severally waive presentment, demand, notice of dishonor, protest, notice of protest, notice of nonpayment or nonacceptance and any other notice and all due diligence or promptness that may otherwise be required by law, and all exemptions to which they may now or hereafter be entitled under the laws of the Commonwealth of Kentucky or of the United States of America or any state thereof. The holder of this instrument may, with or without notice to any party, and without affecting the obligations of any maker, surety, guarantor, endorser, accommodation party or any other party to this note (1) extend the time for payment of either principal or interest from time to time, (2) release or discharge any one or more parties liable on this note, (3) suspend the right to enforce this note with respect to any persons, (4) change, exchange or release any property in which the holder has any interest securing this note, (5) justifiably or otherwise, impair any collateral securing this note or suspend the right to enforce against any such collateral, and (6) at any time it deems it necessary or proper, call for and should it be made available, accept, as additional security, the signature or signatures of additional parties or a security interest in property of any kind or description or both.

JOHNSON COUNTY GAS COMPANY, INC.

By



Bud Rife, President

PROMISSORY NOTE

(Note 2)

\$77,698.00

July 16, 1998

EMP
TG
RR

For value received, JOHNSON COUNTY GAS COMPANY, INC. (the "Maker"), promises to pay to the order of the KENTUCKY MUNICIPAL GAS UTILITY INVESTMENT TRUST (the "Payee"), the principal sum of SEVENTY-SEVEN THOUSAND SIX HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$77,698.00) together with interest on the principal of this note at the annual rate of four percent (4%). Interest on this note shall accrue from the date of this note until the entire principal balance of and all accrued interest on this note has been paid in full. All interest on this note shall be computed on the basis of actual days elapsed over an assumed year of three hundred sixty (360) days. This note is being delivered pursuant to a Stock Purchase Agreement dated as of July 16, 1998, (the "Stock Purchase Agreement") between the Payee and the Purchaser of the Stock, Bud Rife ("Purchaser") in partial renewal and substitution of certain indebtedness of the Maker to the Payee and subject to the personal and unconditional guaranty of the Purchaser.

EMP
TG

1. Payment. The outstanding principal and interest of this note shall be due and payable in one hundred twenty (120) monthly installments in the amount of Seven Hundred Eight-Six Dollars and 65/100 (\$786.65) each. The first monthly installment shall be due on March 15, 1998 and each subsequent monthly installment shall be due on the 15th day of such month. If the Maker fails to pay the outstanding principal balance of this note in full on March 15, 2008, interest at an annual rate of 4 % shall accrue on the unpaid principal balance of this note until the Maker pays such principal and all accrued interest in full.

EMP
TG
RR

2. Default. Failure of the Maker to pay any monthly installment when due or the outstanding principal balance of this note on March 15, 2008 shall be a default under this note. Upon any default under this note, the holder of this note may, at its option, and without notice, declare the entire unpaid balance of, and all accrued interest on, this note to be immediately due and payable.

EMP
TG
RR

3. Forbearance Not a Waiver. Failure of the holder of this note to exercise any of its rights and remedies shall not constitute a waiver of any provision of this note or of any of such holder's rights and remedies, nor shall it prevent the holder from exercising any rights or remedies with respect to the subsequent happening of the same or similar occurrences. All remedies of the holder hereof shall be cumulative to the greatest extent permitted by law. Time shall be of the essence of payment of all payments of interest and principal on this note.

4. Governing Law. This note has been delivered in, and shall be governed by and construed in accordance with the laws (including the conflicts of law rules) of, the Commonwealth of Kentucky.

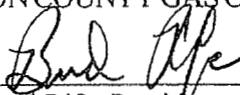
5. Collection Costs and Expenses. If there is any default under this note, and this note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court, the Maker promises to pay to the order of the holder hereof such holder's reasonable attorneys' fees and court costs incurred in collecting or attempting to collect this note, to

the extent allowed by the laws of the Commonwealth of Kentucky or any state in which any collateral security payment of this note is situated.

6. Waivers. Except as otherwise expressly provided herein, all parties to this instrument, whether makers, sureties, guarantors, endorsers, accommodation parties or otherwise, shall be jointly and severally bound, and jointly and severally waive presentment, demand, notice of dishonor, protest, notice of protest, notice of nonpayment or nonacceptance and any other notice and all due diligence or promptness that may otherwise be required by law, and all exemptions to which they may now or hereafter be entitled under the laws of the Commonwealth of Kentucky or of the United States of America or any state thereof. The holder of this instrument may, with or without notice to any party, and without affecting the obligations of any maker, surety, guarantor, endorser, accommodation party or any other party to this note (1) extend the time for payment of either principal or interest from time to time, (2) release or discharge any one or more parties liable on this note, (3) suspend the right to enforce this note with respect to any persons, (4) change, exchange or release any property in which the holder has any interest securing this note, (5) justifiably or otherwise, impair any collateral securing this note or suspend the right to enforce against any such collateral, and (6) at any time it deems it necessary or proper, call for and should it be made available, accept, as additional security, the signature or signatures of additional parties or a security interest in property of any kind or description or both.

JOHNSON COUNTY GAS COMPANY, INC.

By



Bud Rife, President

AGREEMENT REGARDING DEBT

EMP
7/16
BR
THIS AGREEMENT REGARDING DEBT dated as of July 16, 1998, between JOHNSON COUNTY GAS COMPANY, INC., a Kentucky corporation with principal offices located at [insert address], Johnson County, Kentucky [insert ZIP code] (the "Debtor") and THE KENTUCKY MUNICIPAL GAS UTILITY INVESTMENT TRUST (the "Trust"), a Kentucky business trust with principal offices located at 1024 Capitol Center Drive, Suite 340, Frankfort, KY 40601-8204 and created pursuant to the Order of the Eastern District of Kentucky confirming the Plan or Reorganization in Bankruptcy Case Number 83-2 and acting on behalf of the DEPARTMENT OF LOCAL GOVERNMENTS ("DLG"), a Kentucky administrative body with principal offices located at 1024 Capitol Center Drive, Suite 340, Frankfort, KY 40601-8204, COLUMBIA GAS COMPANY, a Kentucky utility with principal offices located at [insert address], Lexington, Kentucky, [insert ZIP] (hereinafter collectively referred to as "Creditors"):

Recitals

A. JCGC entered into a loan agreement with DLG dated October 1, 1981 that resulted in an indebtedness of One Million Three Hundred Twenty-One Thousand Three Hundred Seventy-Four Dollars and 00/100 (\$1,321,374.00) (the "Prior Indebtedness"), together with interest at the annual rate of five and 125/1000 percent (5.125%).

B. JCGC became indebted to Columbia Gas on or about [insert date] in the amount of One Hundred Fifty-Six Thousand Six Hundred Eighty-Two Dollars and 21/100 (\$156,682.21) (hereinafter referred to jointly with the DLG Debt as the "Prior Indebtedness").

C. JCGC sought protection from its creditors under Chapter 11 of the Bankruptcy Code by filing in the United States Bankruptcy Court in Eastern District of Kentucky in January of 1983.

D. The Bankruptcy Court, in its Order dated December 31, 1985, approved the reorganization plan of JCGC whereby the shareholders transferred ownership of the Utility of the Trust, which was established to take sole ownership of the Utility and to operate the Utility using the Trust's best business discretion.

E. In 1991 DLG acted to reduce the interest rate on the Prior Indebtedness owed by JCGC to facilitate repayment of the principal and finally in 1992 DLG reduced the interest rate to zero; however, this act of reducing the interest rate did not effect the rights of the Trust to take action to collect the Prior Indebtedness.

EMP
7/16
BR
F. Bud Rife ("Rife") has entered into a Stock Purchase Agreement dated July 16, 1998, (the "Stock Purchase Agreement") between Rife and the Trust whereby Rife would acquire all outstanding shares of JCGC in exchange for his unconditional guaranty of the obligation of JCGC to pay under the terms of the New Notes; and

G. The Parties contemplate that JCGC will pay to the Trust, or other holders, the principal sum on Seven Hundred Thirty Three Thousand Dollars and 00/100 (\$733,000.00), together with interest at an annual rate of Four Percent (4%) through two new promissory notes, "Note 1" in the amount of Six Hundred Fifty-Five Thousand Three Hundred Two Dollars and 00/100 (\$655,302.00), and "Note 2" in the amount of Seventy-Seven Thousand Six Hundred Ninety-Eight Dollars and 00/100 (\$77,698.00) (the "New Notes"), as partial satisfaction of the Prior Debt of JCGC to the secured claim of DLG totaling \$1,321,374.00 and the unsecured claim of Columbia Gas totaling \$156,682.21.

H. Under the terms of the two New Notes, JCGC will make payments according to the following schedules: "Note 1" will be paid monthly over a thirty (30) year period. The first one hundred twenty (120) payments will be in the amount of Two Thousand Seven Hundred Twelve Dollars and 80/100 (\$2,712.80) each, the next two hundred thirty-nine (239) payments will be in the amount of Three Thousand Four Hundred Ninety-Seven Dollars and 60/100 (\$3,497.60) each, and the final, 360th payment shall be in the amount of the then outstanding principal and unpaid interest; "Note 2" will be paid monthly over a ten (10) year period. All one hundred twenty (120) monthly payments will be in the amount of Seven Hundred Eight-Six Dollars and 65/100 (\$786.65) each.

NOW THEREFORE, the Parties agree as follows:

1. The balance of the Prior Debts, over and above the indebtedness evidenced by the New Notes (such excess, the "Suspended Debts") will remain outstanding, but the Trust, DLG and Columbia Gas agree to forebear from exercising any rights and/or claims in connection therewith, so long as JCGC pays all amounts in connection with each of the New Notes as and when due, complies in all respects with the Security Agreement and the New Notes, and the Buyer complies in all respects with the Stock Purchase Agreement, the Stock Pledge Agreement, the Personal Guaranty and all other documents arising out of and/or in connection with this agreement (so long as that occurs, the "Period of Forbearance").

2. At such time as JCGC has faithfully paid all payments due under the terms of Note 1 as and when due, and provided that the Period of Forbearance has continued without interruption, the DLG will release and discharge all of the obligations and liabilities of JCGC under, or in connection with the portion of the Suspended Debt with respect to DLG; however, if, and to the extent that JCGC defaults under the terms of Note 1 and/or the Period of Forbearance ends for any reason other than full satisfaction of Note 1, DLG retains the right to exercise all of its rights and remedies in connection with Note 1 and the portion of the Suspended Debt with respect to DLG, and all documents, instruments and agreements entered into in connection therewith and/or providing collateral security for either or both.

3. At such time as JCGC has faithfully paid all payments due under the terms of Note 2 as and when due, and provided that the Period of Forbearance has continued without interruption, Columbia Gas will release and discharge all of the obligations and liabilities of JCGC under, or in connection with the portion of the Suspended Debt with respect to Columbia Gas; however, if, and to the extent that JCGC defaults under the terms of Note 2 and/or the Period of Forbearance ends for any reason other than full satisfaction of Note 2, Columbia Gas retains the right to exercise all

of its rights and remedies in connection with Note 2 and the portion of the Suspended Debt with respect to Columbia Gas, and all documents, instruments and agreements entered into in connection therewith and/or providing collateral security for either or both.

4. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings with respect to the subject matter hereof, whether written or oral. No change, modification, addition or termination of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

(b) Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

(c) Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or a waiver in respect of any breach or default, whether of a similar or a different nature, unless expressly so stated in writing.

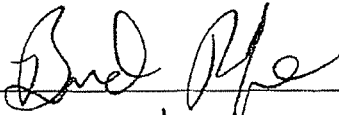
(d) Governing Law. The validity, construction, interpretation and enforcement of this Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

(e) Severability. If any provision of this Agreement or its application shall be deemed invalid, illegal or unenforceable in any respect, the validity, construction, interpretation and enforceability of all other applications of that provision and of all other provisions and applications hereof shall not in any way be affected or impaired.

(f) Further Assurances. From time to time at another party's request and without further consideration, the parties shall execute and deliver such further instruments and documents, and take such other action as the requesting party may reasonably request, in order to complete more effectively the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have executed this not as of the date set out on the preamble hereto, but on the date(s) set forth below.

JOHNSON COUNTY GAS COMPANY, INC.

By: 
Title: President
Date: 7/14/98

SR JB EMP

Address: Johnson Co Gas Inc
P.O. 334
[add address] Harrold, Ky 41635

KENTUCKY MUNICIPAL GAS UTILITY INVESTMENT TRUST

By Tom Graham

_____, Trustee

and by Eric M Parr

_____, Trustee

Date: 9/28/98

Address:

1024 Capitol Center Drive, Suite 340
Frankfort, KY 40601-8204

DEPARTMENT OF LOCAL GOVERNMENTS

By Tom Graham

Title: Deputy Commissioner

Date: 9/28/98

Address:

1024 Capitol Center Drive, Suite 340
Frankfort, KY 40601-8204

COLUMBIA GAS COMPANY

By Eric M. Pan

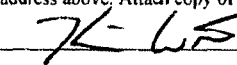
Title: DIRECTOR OF CUSTOMER SERVICES

Date: 9/28/98

Address:

[add address]

B 10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF KENTUCKY		PROOF OF CLAIM
Name of Debtor: Johnson County Gas Company, Inc.		Case Number: 11-70410
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Constellation NewEnergy – Gas Division, LLC		<input type="checkbox"/> Check box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where notices should be sent: D. Elaine Conway and Bruce J. Ruzinsky; Jackson Walker L.L.P. 1401 McKinney St., Suite 1900; Houston, TX 77010 Telephone number: (713) 752-4200		
EASTERN DISTRICT OF KENTUCKY FILED		
Name and address where payment should be sent (if different from above): Constellation NewEnergy, Inc.; Credit Workout 100 Constellation Way, Suite 600c; Baltimore, MD 21202 Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$84,919.01 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: Utility Services (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: See Attached 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. §507(a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for Perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan—11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units—11 U.S.C. §507(a)(8). <input type="checkbox"/> Other—Specify applicable paragraph of 11 U.S.C. §507 (a)()
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 9-2-11	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  KEVIN WATSON CHIEF COMMERCIAL OFFICER	FOR COURT USE ONLY

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

In the United States Bankruptcy Court for the Eastern District of Kentucky

Description of Claim

I. Background

Constellation NewEnergy – Gas Division, LLC (“CNEG”) and Johnson County Gas Company, Inc. (the “Debtor”) are parties to that certain Base Contract for Sale and Purchase of Natural Gas dated May 7, 2007 (together with all amendments, transactions, schedules, and confirmations, the “Agreement”). Pursuant to the Agreement, CNEG provided the Debtor with gas on a pre-petition basis. CNEG considers certain information contained within the Agreement to be highly confidential and proprietary. Accordingly, copies of the Agreement can be obtained by contacting counsel for CNEG subject to the execution of a confidentiality agreement.

As of June 27, 2011 (the “Petition Date”), the Debtor owed CNEG a total of \$84,919.01 for gas supplied on a pre-petition basis. Attached hereto and incorporated herein as **Exhibit A** are copies of all invoices supporting such claims.

II. Reservation of Rights

CNEG reserves the right to amend this Proof of Claim if additional information becomes available. CNEG also seeks payment of all attorneys’ fees, interests, costs and expenses to which it is entitled under applicable law.





Constellation Energy

Invoice Number: 01-2009-04990
Invoice Date: 02/09/09
Page: 1

Bill To: Bud Rife
Johnson County Gas Company
PO BOX 339
Harold, KY 41635

Ship To: Bud Rife
Johnson County Gas Company
54 2nd St
Harold, Kentucky 41635

Production Month: January 2009

MAIL TO: Constellation NewEnergy-Gas
Po Box 2059
Carol Stream, IL 60132-2059

P.O. Number:
Due Date: 02/19/09
Terms: Net 10 Days

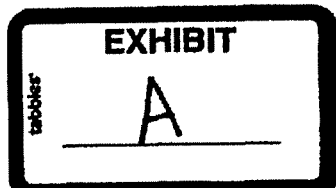
WIRE TO: Constellation NewEnergy-Gas
c/o Citibank Delaware
ABA# 031100209
ACCOUNT# 38693287
1 penn's way

Customer ID: 8578C
Shipping ID: 8578

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Natural Gas Sales				
Month of 1/2009				
TCO-Johnson County - Op 3 Mkt 16	DTH	204	7.206	1,470.02
Prior Period - 12/2008				
TCO-Johnson County - Op 3 Mkt 16	Dth	557	7.65	4,261.05

		Subtotal:	\$	5,731.07
Amount Subject	Amount Exempt	Total Sales Tax:	\$	0.00
To Sales Tax	From Sales Tax	Gross Receipt Tax:	\$	0.00
0.00	5,731.07	Please Pay	\$	5,731.07

NewEnergy Gas
9960 Corporate Campus Dr. Ste 2000 Louisville, KY 40223
Phone: (502) 426-4500 Toll Free: 1-800-900-1982 Fax: (502) 426-8800





Constellation Energy

Invoice Number: 02-2009-06140

Invoice Date: 03/10/09

Page: 1

Bill To: Bud Rife
Johnson County Gas Company
PO BOX 339
Harold, KY 41635

Ship To: Bud Rife
Johnson County Gas Company
54 2nd St
Harold, KY 41635

Production Month: February 2009

MAIL TO: Constellation NewEnergy-Gas
Po Box 2059
Carol Stream, IL 60132-2059

P O. Number:

Due Date: 03/20/09

Terms: Net 10 Days

WIRE TO: Constellation NewEnergy-Gas
c/o Citibank Delaware
ABA# 031100209
ACCOUNT# 38693287
1 penn's way

Customer ID: 8578C

Shipping ID: 8578

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Natural Gas Sales				
Prior Period - 12/2008				
TCO-Johnson County - Op 3 Mkt 16	Dth	1,677	7.15	11,990.55

		Subtotal:	\$	11,990.55
Amount Subject	Amount Exempt	Total Sales Tax	\$	0.00
To Sales Tax	From Sales Tax	Gross Receipt Tax:	\$	0.00
0.00	11,990.55	Please Pay:	\$	11,990.55

NewEnergy Gas

9960 Corporate Campus Dr. Ste 2000 Louisville, KY 40223
Phone: (502) 426-4500 Toll Free: 1-800-900-1982 Fax: (502) 426-8800



Constellation Energy

Invoice Number: 08-2008-18420

Invoice Date: 07/17/08

Page: 1

Bill To: Bud Rife
Johnson County Gas Company
PO BOX 339
Harold, KY 41635

Ship To: Bud Rife
Johnson County Gas Company
54 2nd St
Harold, Kentucky 41635

Production Month:

MAIL TO: Constellation NewEnergy-Gas
Po Box 2059
Carol Stream, IL 60132-2059

P.O. Number:

Due Date: 07/27/08

Terms: Net 10 Days

WIRE TO: Constellation NewEnergy-Gas
c/o Citibank Delaware
ABA# 031100209
ACCOUNT# 38693287
1 penn's way

Customer ID: 8578C

Shipping ID: 8578

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Natural Gas Sales				
Current Period - 06/2008				
TCO-Johnson County - Op 3 Mkt 16	Dth	50	12.906	645.30
Cashout	Dth	-35	10.50	-367.50

		Subtotal	\$	277.80
Amount Subject To Sales Tax	Amount Exempt From Sales Tax	Total Sales Tax	\$	0.00
0.00	277.80	Gross Receipt Tax	\$	0.00
		Please Pay	\$	277.80

9960 Corporate Campus Dr. Ste 2000 Louisville, KY 40223
Phone: (502) 426-4500 Toll Free: 1-800-900-1982 Fax: (502) 426-8800



Invoice Number: 06-2008-18410
 Invoice Date: 07/17/08
 Page: 1

Bill To: Bud Rife
 Johnson County Gas Company
 PO BOX 339
 Harold, Kentucky 41635

Ship To: Bud Rife
 Johnson County Gas Company
 54 2nd St
 Harold, Kentucky 41635

Production Month: June 2008

MAIL TO: Constellation NewEnergy-Gas
 Po Box 2059
 Carol Stream, IL 60132-2059

P O Number:
 Due Date: 07/27/08
 Terms: Net 10 Days

WIRE TO: Constellation NewEnergy-Gas
 c/o Citibank Delaware
 ABA# 031100209
 ACCOUNT# 38693287
 1 penn's way

Customer ID: 8578B
 Shipping ID: 8578

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Natural Gas Sales				
Month of 6/2008				
TCO-Johnson County - Op 3 Mkt 16	DTH	150	12.906	1,935.90
Cashout	Dth	-55	10.50	-577.50
Prior Period - 05/2008				
Cashout	Dth	91	13.45	1,223.95
Prior Period - 04/2008				
Cashout	Dth	775	12.59	9,757.25
Cashout	Dth	-233	12.59	-2,933.47

			Subtotal:	\$	9,406.13
Amount Subject	Amount Exempt		Total Sales Tax	\$	0.00
To Sales Tax	From Sales Tax		Gross Receipt Tax:	\$	0.00
0.00	9,406.13		Please Pay:	\$	9,406.13

9960 Corporate Campus Dr. Ste 2000 Louisville, KY 40223
 Phone: (502) 426-4500 Toll Free: 1-800-900-1982 Fax: (502) 426-8800



Constellation Energy

Invoice Number: 05-2008-09050
Invoice Date: 06/09/08
Page: 1

Bill To: Bud Rife
Johnson County Gas Company
PO BOX 339
Harold, Kentucky 41635

Ship To: Bud Rife
Johnson County Gas Company
54 2nd St
Harold, Kentucky 41635

Production Month: May 2008

MAIL TO: Constellation NewEnergy-Gas
Po Box 2059
Carol Stream, IL 60132-2059

P.O. Number:
Due Date: 06/19/08
Terms: Net 10 Days

WIRE TO: Constellation NewEnergy-Gas
c/o Citibank Delaware
ABA# 031100209
ACCOUNT# 38693287
1 penn's way

Customer ID: 8578B
Shipping ID: 8578

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Natural Gas Sales				
Month of 5/2008				
TCO-Johnson County - Op 3 Mkt 16	DTH	403	12.32	4,964.96
Prior Period - 04/2008				
Cashout	Dth	233	12.59	2,933.47
Prior Period - 03/2008				
Cashout	Dth	1,503	11.49	17,269.47
Transferred to page 2.				25,167.90



Constellation Energy

Invoice Number: 05-2008-09050
Invoice Date: 06/09/08
Page: 2

Bill To: Bud Rife
Johnson County Gas Company
PO BOX 339
Harold, Kentucky 41635

Ship To: Bud Rife
Johnson County Gas Company
54 2nd St
Harold, Kentucky 41635

Production Month: May 2008

MAIL TO: Constellation NewEnergy-Gas
Po Box 2059
Carol Stream, IL 60132-2059

P.O. Number:
Due Date: 06/19/08
Terms: Net 10 Days

WIRE TO: Constellation NewEnergy-Gas
c/o Citibank Delaware
ABA# 031100209
ACCOUNT# 38693287
1 penn's way

Customer ID: 8578B
Shipping ID: 8578

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Transferred from page 1				25,167.90
Prior Period - 02/2008				
Cashout	Dth	587	11.49	6,744.63
Prior Period - 01/2008				
Cashout	Dth	2,710	11.49	31,137.90
Prior Period - 12/2007				
Cashout	Dth	1,686	11.49	19,372.14
Transferred to page 3				82,422.57



Constellation Energy

Invoice Number: 05-2008-09050
Invoice Date: 06/09/08
Page: 3

Bill To: Bud Rife
Johnson County Gas Company
PO BOX 339
Harold, Kentucky 41635

Ship To: Bud Rife
Johnson County Gas Company
54 2nd St
Harold, Kentucky 41635

Production Month: May 2008

MAIL TO: Constellation NewEnergy-Gas
Po Box 2059
Carol Stream, IL 60132-2059

P.O. Number:
Due Date: 06/19/08
Terms: Net 10 Days

WIRE TO: Constellation NewEnergy-Gas
c/o Citibank Delaware
ABA# 031100209
ACCOUNT# 38693287
1 penn's way

Customer ID: 8578B
Shipping ID: 8578

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Transferred from page 2				82,422.57
Prior Period - 11/2007				
Cashout	Dth	-293	11 19	-3,278.67

		Subtotal	\$	79,143.90
Amount Subject To Sales Tax	Amount Exempt From Sales Tax	Total Sales Tax	\$	0.00
0.00	79,143.90	Gross Receipt Tax	\$	0.00
		Please Pay	\$	79,143.90

NewEnergy Gas
9960 Corporate Campus Dr. Ste 2000 Louisville, KY 40223
Phone: (502) 426-4600 Toll Free: 1-800-900-1982 Fax: (502) 426-8800

Credit To: Bud Rife
 Johnson County Gas Company
 PO BOX 339
 Harold, Kentucky 41635

Ship To: Bud Rife
 Johnson County Gas Company
 54 2nd St
 Harold, Kentucky 41635

Production Month:

P.O. Number:
 Apply to Type:
 Apply to No.:

Customer ID: 8578B
 Shipping ID: 8578

MAIL TO: Constellation NewEnergy-Gas
 Po Box 2059
 Carol Stream, IL 60132-2059

WIRE TO: Constellation NewEnergy-Gas
 c/o Citibank Delaware
 ABA# 031100209
 ACCOUNT# 38693287
 1 penn's way

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Month of 4/2008				
Sales Tax Pay. - KY	Ea	1	126.94	-126.94
Month of 3/2008				
Sales Tax Pay. - KY	Ea	1	416.64	-416.64
Month of 2/2008				
Sales Tax Pay - KY	Ea	1	1,167.67	-1,167.67
Month of 1/2008				
Sales Tax Pay. - KY	Ea	1	336.92	-336.92
Month of 12/2007				
Sales Tax Pay - KY	Ea	1	480.78	-480.78
Transferred to page 2				-2,528.95

Credit To: Bud Rife
 Johnson County Gas Company
 PO BOX 339
 Harold, Kentucky 41635

Ship To: Bud Rife
 Johnson County Gas Company
 54 2nd St
 Harold, Kentucky 41635

Production Month:

P.O. Number:
 Apply to Type:
 Apply to No.:

Customer ID: 8578B
 Shipping ID: 8578

MAIL TO: Constellation NewEnergy-Gas
 Po Box 2059
 Carol Stream, IL 60132-2059

WIRE TO: Constellation NewEnergy-Gas
 c/o Citibank Delaware
 ABA# 031100209
 ACCOUNT# 38693287
 1 penn's way

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Transferred from page 1.....				-2,528.95
Month of 11/2007				
Sales Tax Pay. - KY	Ea	1	423.89	-423.89
Month of 10/2007				
Sales Tax Pay. - KY	Ea	1	254.64	-254.64
Month of 9/2007				
Sales Tax Pay. - KY	Ea	1	54.09	-54.09
Month of 8/2007				
Sales Tax Pay. - KY	Ea	1	203.55	-203.55
Month of 7/2007				
Transferred to page 3.....				-3,465.12

Credit To: Bud Rife
 Johnson County Gas Company
 PO BOX 339
 Harold, Kentucky 41635

Ship To: Bud Rife
 Johnson County Gas Company
 54 2nd St
 Harold, Kentucky 41635

Production Month:

P.O. Number:
 Apply to Type:
 Apply to No.:

Customer ID: 8578B
 Shipping ID: 8578

MAIL TO: Constellation NewEnergy-Gas
 Po Box 2059
 Carol Stream, IL 60132-2059

WIRE TO: Constellation NewEnergy-Gas
 c/o Citibank Delaware
 ABA# 031100209
 ACCOUNT# 38693287
 1 penn's way

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Transferred from page 2.....				-3,465.12
Sales Tax Pay. - KY	Ea	1	234.72	-234.72
Month of 6/2007				
Sales Tax Pay. - KY	Ea	1	255.34	-255.34
Month of 5/2007				
Sales Tax Pay. - KY	Ea	1	314.28	-314.28

Amount Subject To Sales Tax	Amount Exempt From Sales Tax	Subtotal.	\$	-4,269.46
0.00	4,269.46	Total Sales Tax	\$	0.00
		Gross Receipt Tax	\$	0.00
		Total	\$	-4,269.46

NewEnergy Gas
 9960 Corporate Campus Dr. Ste 2000 Louisville, KY 40223
 Phone: (502) 426-4500 Toll Free: 1-800-900-1982 Fax: (502) 426-8800

Credit Memo No.: C07-2007-1710
Credit Memo Date: 08/14/07
Page: 1

Credit To: Bud Rife
 Johnson County Gas Company
 PO BOX 339
 Harold, Kentucky 41635

Ship To: Bud Rife
 Johnson County Gas Company
 54 2nd St
 Harold, Kentucky 41635

Production Month:

MAIL TO: Constellation NewEnergy-Gas
 Po Box 2059
 Carol Stream, IL 60132-2059

P.O. Number:
Apply to Type:
Apply to No.:

WIRE TO: Constellation NewEnergy-Gas
 c/o Citibank Delaware
 ABA# 031100209
 ACCOUNT# 38693287
 1 penn's way

Customer ID: 8578B
Shipping ID: 8578

Description/Point of Sale	Unit	Quantity	Unit Price	Total Price
Natural Gas Sales				
Prior Period - 06/2007				
KY Sales Tax Audit Clearing		1	127.67	-127.67

Amount Subject To Sales Tax	Amount Exempt From Sales Tax	Subtotal	\$	-127.67
0.00	127.67	Total Sales Tax	\$	0.00
		Gross Receipt Tax	\$	0.00
		Total	\$	-127.67

NewEnergy Gas
 9960 Corporate Campus Dr. Ste 2000 Louisville, KY 40223
 Phone: (502) 426-4600 Toll Free: 1-800-900-1982 Fax: (502) 426-8800

B 10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT Eastern District of Kentucky		PROOF OF CLAIM
Name of Debtor: Johnson County Gas Company		Case Number: 11-70410
NOTE: <i>This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Bradco Oil Company		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: 271 East Court Street Prestonsburg, Kentucky 41653		
Telephone number: (808) 886-2303		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>28,883.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)() Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>Sale of natural gas</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>28,883.00</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 02/08/2012	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. /s/ P. Franklin Heaberlin	FOR COURT USE ONLY

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

B 10 (Official Form 10) (04/10) – Cont.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Case 11-70410-jms
Bradco Oil Company
 P.O. Box 221
 Prestonsburg, KY 41653

Claim 7 Filed 02/08/12

INVOICE
 Desc Main Document Page 3 of 3
 Invoice Number: Jan. 2013
 Invoice Date: Jan 23, 2012
 Page: 1
 Duplicate

Voice: 606-886-2303
 Fax:

Bill To:
 Johnson Co. Gas Company
 P.O Box 447
 Betsy Lane, KY 41605

Ship To:
 Johnson Co. Gas Company
 P.O Box 447
 Betsy Lane, KY 41605

Customer ID	Customer PO	Payment Terms
JOHNSON.CO. GAS COMP		Net 30 Days
Sales Rep ID	Shipping Method	Ship Date
		2/22/12

Quantity	Item	Description	Unit Price	Amount
533.00		12/02/11 thru 01/02/12	8.50	4,530.50
Subtotal				4,530.50
Sales Tax				
Total Invoice Amount				4,530.50
Payment/Credit Applied				
TOTAL				4,530.50

PD, 1-30-12
 CK # 1123
 \$4,530.50

Check/Credit Memo No:

TOTAL AMOUNT DUE 28,883.00

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Eastern District of Kentucky		PROOF OF CLAIM
Name of Debtor: JOHNSON COUNTY GAS COMPANY, INC.		Case Number: 11-70410
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): COLUMBIA GAS TRANSMISSION, LLC		EASTERN DISTRICT OF KENTUCKY COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 5px 0;">FILED</div> <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">FEB 21 2012</div> <div style="font-size: 0.8em; margin: 5px 0;"> AT LEXINGTON JERRY D. TRIPLETT, CLERK U.S. BANKRUPTCY COURT </div>
Name and address where notices should be sent: COLUMBIA GAS TRANSMISSION, LLC c/o JORDAN P. WILLIAMS NISOURCE CORPORATE SERVICES COMPANY, 801 E. 86TH AVE. MERRILLVILLE, IN 46410		
Telephone number: (219) 647-4158 email: jorwilliams@nisource.com		Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): same		Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of proof of claim with particulars.
Telephone number: (219) 647-4158 email: jorwilliams@nisource.com		
1. Amount of Claim as of Date Case Filed: \$ <u>159,602.05</u>		
If all or part of the claim is secured, complete item 4.		
If all or part of the claim is entitled to priority, complete item 5.		
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>natural gas (goods) used by Debtor from Creditor's pipeline</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Basis for perfection: _____
Value of Property: \$ _____		Amount of Secured Claim: \$ _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
<i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

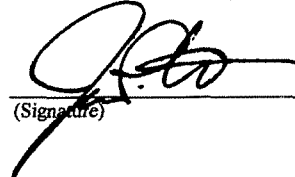
8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor.
- (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Jordan P. Williams
 Title: Senior Counsel
 Company: NiSource Corporate Services Company
 Address and telephone number (if different from notice address above):
same

 2/17/2012
 (Signature) (Date)

Telephone number: (219) 647-4158 email: jorwilliams@nisource.com

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Columbia Gas Transmission, LLC

April 1, 2009 through December 31, 2011

Pre-Petition

Pre/Post Pre

Row Labels	Sum of Dth Qty	Average of Rate	Sum of Amount
April-09	1,009	3.87	3,904.83
May-09	392	3.58	1,403.36
June-09	214	3.66	783.24
July-09	182	4.10	746.20
August-09	200	3.48	696.00
September-09	213	2.91	619.83
October-09	986	3.77	3,717.22
November-09	1,705	4.47	7,621.35
December-09	3,185	4.66	14,842.10
January-10	3,692	6.05	22,336.60
February-10	3,300	5.53	18,249.00
March-10	1,991	5.00	9,955.00
April-10	686	3.99	2,737.14
May-10	383	4.40	1,685.20
June-10	178	4.31	767.18
July-10	163	4.85	790.55
August-10	155	4.91	761.05
September-10	179	3.70	662.30
October-10	806	3.91	3,151.46
November-10	1,928	3.36	6,478.08
December-10	3,779	4.41	16,665.39
January-11	3,818	4.38	16,722.84
February-11	2,303	4.47	10,294.41
March-11	1,968	3.90	7,675.20
April-11	862	4.36	3,758.32
May-11	454	4.50	2,043.00
June-11	120	4.46	535.20
Total	34,851	4.579554389	159,602.05

Pre/Post (All)

Row Labels	Sum of Dth Qty	Average of Rate	Sum of Amount
April-09	1,009	3.87	3,904.83
May-09	392	3.58	1,403.36
June-09	214	3.66	783.24
July-09	182	4.10	746.20
August-09	200	3.48	696.00
September-09	213	2.91	619.83
October-09	986	3.77	3,717.22
November-09	1,705	4.47	7,621.35
December-09	3,185	4.66	14,842.10
January-10	3,692	6.05	22,336.60
February-10	3,300	5.53	18,249.00
March-10	1,991	5.00	9,955.00
April-10	686	3.99	2,737.14
May-10	383	4.40	1,685.20
June-10	178	4.31	767.18
July-10	163	4.85	790.55
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September-10	179	3.70	662.30
October-10	806	3.91	3,151.46
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December-10	3,779	4.41	16,665.39
January-11	3,818	4.38	16,722.84
February-11	2,303	4.47	10,294.41
March-11	1,968	3.90	7,675.20
April-11	862	4.36	3,758.32
May-11	454	4.50	2,043.00
June-11	136	4.46	606.56
7/1/2011	123	4.48	551.04
8/1/2011	186	4.45	827.70
9/1/2011	174	3.90	678.60
10/1/2011	872	3.77	3,287.44
11/1/2011	1,443	3.56	5,137.08
12/1/2011	1,574	3.41	5,367.34
Total	39,239	4.473167257	175,522.61

Columbia Gas Transmission, LLC

Deliveries to Johnson County Gas MS 804310/21/12 Desc Main Document Page 6 of 29

April 1, 2009 through December 31, 2011

Prepared 1-18-2012

Serial	DATE	QTY	UNIT	PRICE	DATE	AMOUNT	DATE
804310	01-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	02-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	03-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	04-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	05-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	06-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	07-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	08-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	09-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	10-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	11-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	12-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	13-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	14-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	15-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	16-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	17-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	18-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	19-Apr-09	28		1214.29	34	3.87	131.58 April 2009
804310	20-Apr-09	28		1178.57	33	3.87	127.71 April 2009
804310	21-Apr-09	28		1178.57	33	3.87	127.71 April 2009
804310	22-Apr-09	28		1178.57	33	3.87	127.71 April 2009
804310	23-Apr-09	28		1178.57	33	3.87	127.71 April 2009
804310	24-Apr-09	27		1222.22	33	3.87	127.71 April 2009
804310	25-Apr-09	27		1222.22	33	3.87	127.71 April 2009
804310	26-Apr-09	27		1222.22	33	3.87	127.71 April 2009
804310	27-Apr-09	27		1222.22	33	3.87	127.71 April 2009
804310	28-Apr-09	27		1222.22	33	3.87	127.71 April 2009
804310	29-Apr-09	27		1222.22	33	3.87	127.71 April 2009
804310	30-Apr-09	27		1222.22	33	3.87	127.71 April 2009
804310	01-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	02-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	03-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	04-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	05-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	06-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	07-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	08-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	09-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	10-May-09	11		1181.82	13	3.58	46.54 May 2009
804310	11-May-09	11		1181.82	13	3.58	46.54 May 2009

Case No.	Date	Claim	Filed	Amount	Desc	Main Document	Page	of	Month	Year
804310	12-May-09	11	1181.82	13	3.58	46.54	May	2009		
804310	13-May-09	11	1181.82	13	3.58	46.54	May	2009		
804310	14-May-09	11	1181.82	13	3.58	46.54	May	2009		
804310	15-May-09	10	1300	13	3.58	46.54	May	2009		
804310	16-May-09	10	1300	13	3.58	46.54	May	2009		
804310	17-May-09	10	1300	13	3.58	46.54	May	2009		
804310	18-May-09	10	1300	13	3.58	46.54	May	2009		
804310	19-May-09	10	1300	13	3.58	46.54	May	2009		
804310	20-May-09	10	1300	13	3.58	46.54	May	2009		
804310	21-May-09	10	1200	12	3.58	42.96	May	2009		
804310	22-May-09	10	1200	12	3.58	42.96	May	2009		
804310	23-May-09	10	1200	12	3.58	42.96	May	2009		
804310	24-May-09	10	1200	12	3.58	42.96	May	2009		
804310	25-May-09	10	1200	12	3.58	42.96	May	2009		
804310	26-May-09	10	1200	12	3.58	42.96	May	2009		
804310	27-May-09	10	1200	12	3.58	42.96	May	2009		
804310	28-May-09	10	1200	12	3.58	42.96	May	2009		
804310	29-May-09	10	1200	12	3.58	42.96	May	2009		
804310	30-May-09	10	1200	12	3.58	42.96	May	2009		
804310	31-May-09	10	1200	12	3.58	42.96	May	2009		
804310	01-Jun-09	6	1333.33	8	3.66	29.28	June	2009		
804310	02-Jun-09	6	1333.33	8	3.66	29.28	June	2009		
804310	03-Jun-09	6	1333.33	8	3.66	29.28	June	2009		
804310	04-Jun-09	6	1333.33	8	3.66	29.28	June	2009		
804310	05-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	06-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	07-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	08-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	09-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	10-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	11-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	12-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	13-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	14-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	15-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	16-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	17-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	18-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	19-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	20-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	21-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	22-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	23-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	24-Jun-09	6	1166.67	7	3.66	25.62	June	2009		
804310	25-Jun-09	5	1400	7	3.66	25.62	June	2009		
804310	26-Jun-09	5	1400	7	3.66	25.62	June	2009		
804310	27-Jun-09	5	1400	7	3.66	25.62	June	2009		

Case No.	Date	Claim	Filed	Desc	Main	Document	Page	Month
804310	28-Jun-09	Claim 8	5	1400	7	3.66	25.62	June 2009
804310	29-Jun-09		5	1400	7	3.66	25.62	June 2009
804310	30-Jun-09		5	1400	7	3.66	25.62	June 2009
804310	01-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	02-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	03-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	04-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	05-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	06-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	07-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	08-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	09-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	10-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	11-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	12-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	13-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	14-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	15-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	16-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	17-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	18-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	19-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	20-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	21-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	22-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	23-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	24-Jul-09		4	1500	6	4.10	24.60	July 2009
804310	25-Jul-09		4	1500	6	4.10	24.60	July 2009
804310	26-Jul-09		4	1500	6	4.10	24.60	July 2009
804310	27-Jul-09		4	1250	5	4.10	20.50	July 2009
804310	28-Jul-09		4	1250	5	4.10	20.50	July 2009
804310	29-Jul-09		4	1250	5	4.10	20.50	July 2009
804310	30-Jul-09		4	1250	5	4.10	20.50	July 2009
804310	31-Jul-09		5	1200	6	4.10	24.60	July 2009
804310	01-Aug-09		6	1166.67	7	3.48	24.36	Aug 2009
804310	02-Aug-09		6	1166.67	7	3.48	24.36	Aug 2009
804310	03-Aug-09		6	1166.67	7	3.48	24.36	Aug 2009
804310	04-Aug-09		6	1166.67	7	3.48	24.36	Aug 2009
804310	05-Aug-09		6	1166.67	7	3.48	24.36	Aug 2009
804310	06-Aug-09		6	1166.67	7	3.48	24.36	Aug 2009
804310	07-Aug-09		6	1166.67	7	3.48	24.36	Aug 2009
804310	08-Aug-09		5	1400	7	3.48	24.36	Aug 2009
804310	09-Aug-09		5	1400	7	3.48	24.36	Aug 2009
804310	10-Aug-09		5	1400	7	3.48	24.36	Aug 2009
804310	11-Aug-09		5	1400	7	3.48	24.36	Aug 2009
804310	12-Aug-09		5	1400	7	3.48	24.36	Aug 2009
804310	13-Aug-09		5	1400	7	3.48	24.36	Aug 2009

Case No.	Date	Claim	Filed	Desc	Main Document	Page	of	Month	Year	
804310	14-Aug-09	8	5	1400		7		3.48	24.36	Aug 2009
804310	15-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	16-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	17-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	18-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	19-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	20-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	21-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	22-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	23-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	24-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	25-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	26-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	27-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	28-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	29-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	30-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	31-Aug-09		5	1200		6		3.48	20.88	Aug 2009
804310	01-Sep-09		6	1333.33		8		2.91	23.28	Sept 2009
804310	02-Sep-09		6	1333.33		8		2.91	23.28	Sept 2009
804310	03-Sep-09		6	1333.33		8		2.91	23.28	Sept 2009
804310	04-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	05-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	06-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	07-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	08-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	09-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	10-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	11-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	12-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	13-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	14-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	15-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	16-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	17-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	18-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	19-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	20-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	21-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	22-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	23-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	24-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	25-Sep-09		6	1166.67		7		2.91	20.37	Sept 2009
804310	26-Sep-09		5	1400		7		2.91	20.37	Sept 2009
804310	27-Sep-09		5	1400		7		2.91	20.37	Sept 2009
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804310	14-Nov-09	47	1234.04	58	4.47	259.26	Nov 2009
804310	15-Nov-09	47	1234.04	58	4.47	259.26	Nov 2009

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804310	30-Dec-09	84	1214.29	102	4.66	475.32	Dec 2009
804310	31-Dec-09	84	1214.29	102	4.66	475.32	Dec 2009
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Case No.	Date	Claim	Filed	Desc	Main Document	6.05	617.10	Jan 2010
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804310	16-Feb-10	97	1216.49	118	5.53	652.54	Feb 2010	
804310	17-Feb-10	97	1216.49	118	5.53	652.54	Feb 2010	

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Case No.	Date	Claim	Filed	Amount	Desc	Main Document	Page	Month
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804310	09-Mar-10		53	1226.42	65	5.00	325.00	Mar 2010
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804310	05-Apr-10		19	1210.53	23	3.99	91.77	Apr 2010

Case No.	Date	Claim	Filed	Desc	Main Document	Page	Amount	Month	Year
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804310	15-May-10	9	1333.33	12	4.40	52.80	May	2010	
804310	16-May-10	9	1333.33	12	4.40	52.80	May	2010	
804310	17-May-10	9	1333.33	12	4.40	52.80	May	2010	
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804310	21-May-10	9	1222.22	11	4.40	48.40	May	2010	
804310	22-May-10	9	1222.22	11	4.40	48.40	May	2010	

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804310	26-May-10		9	1222.22	11	4.40	48.40	May 2010
804310	27-May-10		9	1222.22	11	4.40	48.40	May 2010
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804310	29-May-10		9	1222.22	11	4.40	48.40	May 2010
804310	30-May-10		9	1222.22	11	4.40	48.40	May 2010
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804310	01-Jun-10		5	1200	6	4.31	25.86	June 2010
804310	02-Jun-10		5	1200	6	4.31	25.86	June 2010
804310	03-Jun-10		5	1200	6	4.31	25.86	June 2010
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804310	08-Jul-10		5	1200	6	4.85	29.10	July 2010

Case No.	Date	Claim	Filed	Desc	Main	Document	Page	Month
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804310	06-Oct-10	21	1238.1	26	3.91	101.66	Oct 2010
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804310	08-Oct-10	21	1238.1	26	3.91	101.66	Oct 2010
804310	09-Oct-10	21	1238.1	26	3.91	101.66	Oct 2010
804310	10-Oct-10	21	1238.1	26	3.91	101.66	Oct 2010

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804310	11-Oct-10	21	8	02/21/12				3.91	101.66	Oct	2010
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804310	15-Oct-10	21						3.91	101.66	Oct	2010
804310	16-Oct-10	21						3.91	101.66	Oct	2010
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804310	04-Nov-10	52						3.36	218.40	Nov	2010
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804310	26-Nov-10	51						3.36	215.04	Nov	2010

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804310	27-Nov-10	Claim 8	51	1254.9	64	3.36	215.04	Nov	2010
804310	28-Nov-10		51	1254.9	64	3.36	215.04	Nov	2010
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804310	30-Nov-10		51	1254.9	64	3.36	215.04	Nov	2010
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804310	02-Dec-10		101	1217.82	123	4.41	542.43	Dec	2010
804310	03-Dec-10		101	1217.82	123	4.41	542.43	Dec	2010
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804310	06-Dec-10		101	1207.92	122	4.41	538.02	Dec	2010
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804310	06-Jan-11		103	1194.17	123	4.38	538.74	Jan	2011
804310	07-Jan-11		103	1194.17	123	4.38	538.74	Jan	2011
804310	08-Jan-11		103	1194.17	123	4.38	538.74	Jan	2011
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804310	12-Jan-11		102	1205.88	123	4.38	538.74	Jan	2011

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804310	22-Feb-11	67	1223.88	82		4.47 366.54 Feb 2011
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804310	27-Feb-11	67	1223.88	82		4.47 366.54 Feb 2011
804310	28-Feb-11	59	1389.83	82		4.47 366.54 Feb 2011

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804310	02-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	03-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	04-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	05-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	06-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	07-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	08-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	09-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	10-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	11-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	12-Mar-11	53	1226.42	65	3.90	253.50	Mar 2011
804310	13-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	14-Mar-11	52	1230.77	64	3.90	249.60	Mar 2011
804310	15-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	16-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	17-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	18-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	19-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	20-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	21-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	22-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	23-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	24-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	25-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	26-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	27-Mar-11	52	1211.54	63	3.90	245.70	Mar 2011
804310	28-Mar-11	51	1235.29	63	3.90	245.70	Mar 2011
804310	29-Mar-11	51	1235.29	63	3.90	245.70	Mar 2011
804310	30-Mar-11	51	1235.29	63	3.90	245.70	Mar 2011
804310	31-Mar-11	51	1235.29	63	3.90	245.70	Mar 2011
804310	01-Apr-11	51	1235.29	63	4.36	274.68	Apr 2011
804310	02-Apr-11	51	1235.29	63	4.36	274.68	Apr 2011
804310	03-Apr-11	51	1235.29	63	4.36	274.68	Apr 2011
804310	04-Apr-11	26	1230.77	32	4.36	139.52	Apr 2011
804310	05-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
804310	06-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
804310	07-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
804310	08-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
804310	09-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
804310	10-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
804310	11-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
804310	12-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
804310	13-Apr-11	21	1238.1	26	4.36	113.36	Apr 2011
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804310	15-Apr-11	21	1190.48	25	4.36	109.00	Apr 2011
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804310	19-Apr-11	21	1190.48	25	4.36	109.00	Apr 2011
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804310	21-Apr-11	20	1250	25	4.36	109.00	Apr 2011
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804310	23-Apr-11	20	1250	25	4.36	109.00	Apr 2011
804310	24-Apr-11	20	1250	25	4.36	109.00	Apr 2011
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804310	27-Apr-11	20	1250	25	4.36	109.00	Apr 2011
804310	28-Apr-11	20	1250	25	4.36	109.00	Apr 2011
804310	29-Apr-11	13	1230.77	16	4.36	69.76	Apr 2011
804310	30-Apr-11	13	1153.85	15	4.36	65.40	Apr 2011
804310	01-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	02-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	03-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	04-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	05-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	06-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	07-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	08-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	09-May-11	13	1153.85	15	4.50	67.50	May 2011
804310	10-May-11	12	1250	15	4.50	67.50	May 2011
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804310	28-May-11	12	1250	15	4.50	67.50	May 2011
804310	29-May-11	12	1250	15	4.50	67.50	May 2011
804310	30-May-11	12	1166.67	14	4.50	63.00	May 2011
804310	31-May-11	4	1250	5	4.50	22.50	May 2011
804310	01-Jun-11	4	1250	5	4.46	22.30	June 2011
804310	02-Jun-11	4	1250	5	4.46	22.30	June 2011

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Case No.	Date	Description	Filed	Amount	Days	Rate	Page	Month
804310	03-Jun-11	Claim 8	4	1250	5	4.46	22.30	June 2011
804310	04-Jun-11		4	1250	5	4.46	22.30	June 2011
804310	05-Jun-11		4	1250	5	4.46	22.30	June 2011
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804310	07-Jun-11		4	1250	5	4.46	22.30	June 2011
804310	08-Jun-11		4	1250	5	4.46	22.30	June 2011
804310	09-Jun-11		4	1250	5	4.46	22.30	June 2011
804310	10-Jun-11		4	1250	5	4.46	22.30	June 2011
804310	11-Jun-11		4	1250	5	4.46	22.30	June 2011
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804310	15-Jun-11		4	1250	5	4.46	22.30	June 2011
804310	16-Jun-11		4	1250	5	4.46	22.30	June 2011
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804310	18-Jun-11		4	1000	4	4.46	17.84	June 2011
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804310	20-Jun-11		4	1000	4	4.46	17.84	June 2011
804310	21-Jun-11		4	1000	4	4.46	17.84	June 2011
804310	22-Jun-11		4	1000	4	4.46	17.84	June 2011
804310	23-Jun-11		3	1333.33	4	4.46	17.84	June 2011
804310	24-Jun-11		3	1333.33	4	4.46	17.84	June 2011
804310	25-Jun-11		3	1333.33	4	4.46	17.84	June 2011
804310	26-Jun-11		3	1333.33	4	4.46	17.84	June 2011
Subtotal April 1, 2009 to June 26,			28,571		34,851		159,602.05	
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804310	28-Jun-11		3	1333.33	4	4.46	17.84	June 2011
804310	29-Jun-11		3	1333.33	4	4.46	17.84	June 2011
804310	30-Jun-11		3	1333.33	4	4.46	17.84	June 2011
804310	01-Jul-11		3	1333.33	4	4.48	17.92	July 2011
804310	02-Jul-11		3	1333.33	4	4.48	17.92	July 2011
804310	03-Jul-11		3	1333.33	4	4.48	17.92	July 2011
804310	04-Jul-11		3	1333.33	4	4.48	17.92	July 2011
804310	05-Jul-11		4	1000	4	4.48	17.92	July 2011
804310	06-Jul-11		4	1000	4	4.48	17.92	July 2011
804310	07-Jul-11		4	1000	4	4.48	17.92	July 2011
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804310	13-Jul-11		4	1000	4	4.48	17.92	July 2011
804310	14-Jul-11		4	1000	4	4.48	17.92	July 2011
804310	15-Jul-11		4	1000	4	4.48	17.92	July 2011
804310	16-Jul-11		3	1333.33	4	4.48	17.92	July 2011
804310	17-Jul-11		3	1333.33	4	4.48	17.92	July 2011

Case No	Date	Days	Claim	Filed	Desc	Main	Document	Page	of	29
804310	18-Jul-11	3	1333.33	4	4.48	17.92	July 2011			
804310	19-Jul-11	3	1333.33	4	4.48	17.92	July 2011			
804310	20-Jul-11	3	1333.33	4	4.48	17.92	July 2011			
804310	21-Jul-11	3	1333.33	4	4.48	17.92	July 2011			
804310	22-Jul-11	3	1333.33	4	4.48	17.92	July 2011			
804310	23-Jul-11	3	1333.33	4	4.48	17.92	July 2011			
804310	24-Jul-11	3	1333.33	4	4.48	17.92	July 2011			
804310	25-Jul-11	3	1333.33	4	4.48	17.92	July 2011			
804310	26-Jul-11	4	1000	4	4.48	17.92	July 2011			
804310	27-Jul-11	4	1000	4	4.48	17.92	July 2011			
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804310	31-Jul-11	3	1000	3	4.48	13.44	July 2011			
804310	01-Aug-11	5	1000	5	4.45	22.25	Aug 2011			
804310	02-Aug-11	5	1000	5	4.45	22.25	Aug 2011			
804310	03-Aug-11	6	1166.67	7	4.45	31.15	Aug 2011			
804310	04-Aug-11	6	1166.67	7	4.45	31.15	Aug 2011			
804310	05-Aug-11	6	1000	6	4.45	26.70	Aug 2011			
804310	06-Aug-11	6	1000	6	4.45	26.70	Aug 2011			
804310	07-Aug-11	6	1000	6	4.45	26.70	Aug 2011			
804310	08-Aug-11	6	1000	6	4.45	26.70	Aug 2011			
804310	09-Aug-11	6	1000	6	4.45	26.70	Aug 2011			
804310	10-Aug-11	6	1000	6	4.45	26.70	Aug 2011			
804310	11-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	12-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	13-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	14-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	15-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	16-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	17-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	18-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	19-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	20-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	21-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	22-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	23-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	24-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	25-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	26-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	27-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	28-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	29-Aug-11	6	1000	6	4.45	26.70	Aug 2011			
804310	30-Aug-11	6	1000	6	4.45	26.70	Aug 2011			
804310	31-Aug-11	5	1200	6	4.45	26.70	Aug 2011			
804310	01-Sep-11	5	1200	6	3.90	23.40	Sept 2011			
804310	02-Sep-11	5	1200	6	3.90	23.40	Sept 2011			

Case No.	Date	Claim	Filed	Desc	Main Document	Page	Amount	Month	Year
804310	03-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	04-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	05-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	06-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	07-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	08-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	09-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	10-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	11-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	12-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	13-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	14-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	15-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	16-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
804310	17-Sep-11	5	1200	6	3.90	23.40	Sept	2011	
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804310	30-Sep-11	5	1000	5	3.90	19.50	Sept	2011	
804310	01-Oct-11	22	1181.82	26	3.77	98.02	Oct	2011	
804310	02-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	03-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	04-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	05-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	06-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	07-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	08-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	09-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	10-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
804310	11-Oct-11	22	1136.36	25	3.77	94.25	Oct	2011	
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804310	13-Oct-11	21	1190.48	25	3.77	94.25	Oct	2011	
804310	14-Oct-11	21	1190.48	25	3.77	94.25	Oct	2011	
804310	15-Oct-11	21	1190.48	25	3.77	94.25	Oct	2011	
804310	16-Oct-11	21	1190.48	25	3.77	94.25	Oct	2011	
804310	17-Oct-11	21	1190.48	25	3.77	94.25	Oct	2011	
804310	18-Oct-11	21	1190.48	25	3.77	94.25	Oct	2011	
804310	19-Oct-11	21	1190.48	25	3.77	94.25	Oct	2011	

Case No.	Date	Claim	Filed	Desc	Main Document	Page	of	Page	Month	Year
804310	20-Oct-11	21	1190.48	25	3.77	94.25	28	28	Oct	2011
804310	21-Oct-11	21	1190.48	25	3.77	94.25	28	28	Oct	2011
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804310	23-Oct-11	21	1190.48	25	3.77	94.25	28	28	Oct	2011
804310	24-Oct-11	21	1190.48	25	3.77	94.25	28	28	Oct	2011
804310	25-Oct-11	21	1190.48	25	3.77	94.25	28	28	Oct	2011
804310	26-Oct-11	21	1190.48	25	3.77	94.25	28	28	Oct	2011
804310	27-Oct-11	21	1190.48	25	3.77	94.25	28	28	Oct	2011
804310	28-Oct-11	42	1166.67	49	3.77	184.73	28	28	Oct	2011
804310	29-Oct-11	42	1166.67	49	3.77	184.73	28	28	Oct	2011
804310	30-Oct-11	42	1166.67	49	3.77	184.73	28	28	Oct	2011
804310	31-Oct-11	42	1166.67	49	3.77	184.73	28	28	Oct	2011
804310	01-Nov-11	42	1166.67	49	3.56	174.44	28	28	Nov	2011
804310	02-Nov-11	42	1142.86	48	3.56	170.88	28	28	Nov	2011
804310	03-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	04-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	05-Nov-11	43	1162.79	50	3.56	178.00	28	28	Nov	2011
804310	06-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	07-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	08-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	09-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	10-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	11-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
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804310	13-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	14-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	15-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	16-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	17-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	18-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	19-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	20-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	21-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	22-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	23-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	24-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	25-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	26-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	27-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	28-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	29-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	30-Nov-11	41	1170.73	48	3.56	170.88	28	28	Nov	2011
804310	01-Dec-11	44	1159.09	51	3.41	173.91	28	28	Dec	2011
804310	02-Dec-11	44	1159.09	51	3.41	173.91	28	28	Dec	2011
804310	03-Dec-11	44	1159.09	51	3.41	173.91	28	28	Dec	2011
804310	04-Dec-11	44	1159.09	51	3.41	173.91	28	28	Dec	2011
804310	05-Dec-11	44	1159.09	51	3.41	173.91	28	28	Dec	2011

Case No.	Date	Claim	Filed	Desc	Main	Document	Page	of	Page	Month	Year
804310	06-Dec-11	8	44	1159.09	51	3.41	173.91		29	Dec	2011
804310	07-Dec-11	8	44	1159.09	51	3.41	173.91		29	Dec	2011
804310	08-Dec-11		44	1159.09	51	3.41	173.91			Dec	2011
804310	09-Dec-11		44	1159.09	51	3.41	173.91			Dec	2011
804310	10-Dec-11		44	1159.09	51	3.41	173.91			Dec	2011
804310	11-Dec-11		44	1159.09	51	3.41	173.91			Dec	2011
804310	12-Dec-11		44	1159.09	51	3.41	173.91			Dec	2011
804310	13-Dec-11		44	1159.09	51	3.41	173.91			Dec	2011
804310	14-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	15-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	16-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	17-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	18-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	19-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	20-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	21-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	22-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	23-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	24-Dec-11		43	1186.05	51	3.41	173.91			Dec	2011
804310	25-Dec-11		43	1162.79	50	3.41	170.50			Dec	2011
804310	26-Dec-11		43	1162.79	50	3.41	170.50			Dec	2011
804310	27-Dec-11		43	1162.79	50	3.41	170.50			Dec	2011
804310	28-Dec-11		43	1162.79	50	3.41	170.50			Dec	2011
804310	29-Dec-11		43	1162.79	50	3.41	170.50			Dec	2011
804310	30-Dec-11		43	1162.79	50	3.41	170.50			Dec	2011
804310	31-Dec-11		43	1162.79	50	3.41	170.50			Dec	2011
Subtotal June 27, 2011 to Decem			3,762	4,388			15,920.56				
			32,333	39,239							

JOHNSON COUNTY GAS 2011 TAX RET.
Income Statement
For the Twelve Months Ending December 31, 2011

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.
Balance Sheet
December 31, 2011

REDACTED

3/9/12 at 06:35:08.25

Page: 1

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

3/9/12 at 06:35:08.30

Page: 2

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

3/9/12 at 06:35:08.39

Page: 4

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format

REDACTED

3/9/12 at 06:35:08.53

Page: 7

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

3/9/12 at 06:35:09.02

Page: 19

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

3/9/12 at 06:35:09.10

Page: 21

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format

REDACTED

**JOHNSON COUNTY GAS 2011 TAX RET.
General Ledger**

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.

General Ledger

For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

REDACTED

3/9/12 at 06:35:31.05

Page: 1

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

REDACTED

3/9/12 at 06:35:31.08

Page: 2

JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

REDACTED

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

REDACTED

3/9/12 at 06:35:31.14

Page: 4

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date Report is printed in Detail Format

REDACTED

3/9/12 at 06:35:31.16

Page: 5

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

REDACTED

3/9/12 at 06:35:31.19

Page: 6

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

REDACTED

3/9/12 at 06:35:31.22

Page: 7

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format

REDACTED

3/9/12 at 06:35:31.24

Page: 8

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

REDACTED

3/9/12 at 06:35:31.27

Page: 9

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

REDACTED

3/9/12 at 06:35:31.30

Page: 10

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format

REDACTED

3/9/12 at 06:35:31.33

Page: 11

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date Report is printed in Detail Format.

REDACTED

3/9/12 at 06:35:31.35

Page: 12

**JOHNSON COUNTY GAS 2011 TAX RET.
Cash Disbursements Journal
For the Period From Jan 1, 2011 to Dec 31, 2011**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.
General Journal
For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.
General Journal
For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.
General Journal
For the Period From Jan 1, 2011 to Dec 31, 2011

Filter Criteria includes. Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

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3/9/12 at 06:36:13.33

Page: 1

JOHNSON COUNTY GAS 2011 TAX RET.
Account Reconciliation
As of Dec 31, 2011

REDACTED

3/9/12 at 06:36:22.64

Page: 1

JOHNSON COUNTY GAS 2011 TAX RET.
Account Reconciliation
As of Dec 31, 2011

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.
Account Reconciliation
As of Dec 31, 2011

REDACTED

JOHNSON COUNTY GAS 2011 TAX RET.
Account Reconciliation
As of Dec 31, 2011

REDACTED

2011 TAX RETURN

CLIENT COPY

Client:

Prepared for: JOHNSON COUNTY GAS COMPANY INC.
BOX 339
HAROLD, KY 41635

Prepared by: DARRELL MADDEN, CPA
DARRELL MADDEN, CPA
MAIN STREET
HINDMAN, KY 41822
(606) 785-5046

Date: MARCH 9, 2012

Comments:

Route to: _____

REDACTED

DARRELL MADDEN, CPA
MAIN STREET
HINDMAN, KY 41822
(606) 785-5046

March 9, 2012

JOHNSON COUNTY GAS COMPANY INC.
BOX 339
HAROLD, KY 41635

REDACTED

DARRELL MADDEN, CPA
MAIN STREET
HINDMAN, KY 41822
(606) 785-5046

Client
March 9, 2012

JOHNSON COUNTY GAS COMPANY INC.
BOX 339
HAROLD, KY 41635

REDACTED

2011

FEDERAL NET OPERATING LOSS WORKSHEETS

PAGE 7

JOHNSON COUNTY GAS COMPANY INC.

REDACTED

2011

FEDERAL NET OPERATING LOSS WORKSHEETS

PAGE 3

JOHNSON COUNTY GAS COMPANY INC.

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REDACTED

2011

FEDERAL NET OPERATING LOSS WORKSHEETS

PAGE 4

JOHNSON COUNTY GAS COMPANY INC.

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REDACTED

2011

FEDERAL NET OPERATING LOSS WORKSHEETS

PAGE 5

JOHNSON COUNTY GAS COMPANY INC.

REDACTED

2011

FEDERAL NET OPERATING LOSS WORKSHEETS

PAGE 6

JOHNSON COUNTY GAS COMPANY INC.

REDACTED

2011

FEDERAL NET OPERATING LOSS WORKSHEETS

PAGE 7

JOHNSON COUNTY GAS COMPANY INC.

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REDACTED

Form **1120**
Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

CMB No. 1545 0123

For calendar year 2011 or tax year beginning _____, 2011, ending _____, _____

2011

▶ See separate instructions.

JOHNSON COUNTY GAS COMPANY INC.
BOX 339
HAROLD, KY 41635

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Form **1125-A**
(December 2011)

Department of the Treasury
Internal Revenue Service

Name

JOHNSON COUNTY GAS COMPANY INC.

SCHEDULE G

(Form 1120)

(Rev. December 2011)

Department of the Treasury
Internal Revenue Service

Name

JOHNSON COUNTY GAS COMPANY INC.

REDACTED

Form 4562

Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on return

JOHNSON COUNTY GAS COMPANY INC.

2011

Attachment
Sequence No. 179

REDACTED

2011

FEDERAL STATEMENTS

PAGE 1

JOHNSON COUNTY GAS COMPANY INC.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

REDACTED

2011

FEDERAL STATEMENTS

PAGE 2

JOHNSON COUNTY GAS COMPANY INC.

REDACTED

2011

FEDERAL STATEMENTS

PAGE 3

JOHNSON COUNTY GAS COMPANY INC.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

720

41A720

Department of Revenue



A

Kentucky Corporation/LLET Account Number

> See instructions.

Taxable period beginning _____, 201____, and ending _____, 201____

KENTUCKY CORPORATION 2011
INCOME TAX AND LLET RETURN

Name of Corporation			
JOHNSON COUNTY GAS COMPANY INC.			
Number and Street			
BOX 339			
City	State	ZIP Code	Telephone Number
HAROLD, KY		41635	

REDACTED

Form 720 (2011)
Commonwealth of Kentucky
DEPARTMENT OF REVENUE

Page 2

JOHNSON COUNTY GAS COMPANY INC.

REDACTED

Form 720 (2011)
Commonwealth of Kentucky
DEPARTMENT OF REVENUE

JOHNSON COUNTY GAS COMPANY INC.

Page 3

REDACTED

SCHEDULE LLET

41A720LLET (10-11)

Commonwealth of Kentucky
DEPARTMENT OF REVENUE

Name of Corporation or Limited Liability
Pass-through Entity

JOHNSON COUNTY GAS COMPANY INC.

REDACTED

2220-K

41A720-S6 (10-11)
Commonwealth of Kentucky
DEPARTMENT OF REVENUE

2011

Name of Entity

JOHNSON COUNTY GAS COMPANY INC.

REDACTED

2220-K

Page 2

41A720-S6 (10-11)

Commonwealth of Kentucky
DEPARTMENT OF REVENUE

▶ See instructions.

JOHNSON COUNTY GAS COMPANY INC.

REDACTED