

(ORIGINAL)

SERVICE CONTRACT

BETWEEN

DELTA NATURAL GAS COMPANY, INC.

AND

EAST KENTUCKY PAVING CORPORATION  
CLEARFIELD PLANT

DATED: 6-28-69

FOR THE SALE OF NATURAL GAS

ESC

DELTA NATURAL GAS COMPANY, INC.  
Winchester, Kentucky

SERVICE CONTRACT

AGREEMENT, made and entered into this 28 day of July, 1969, by and between DELTA NATURAL GAS COMPANY, INC., a Kentucky corporation, (hereinafter called Seller) and EAST KENTUCKY PAVING CORPORATION, P. O. Box 368, Grayson, Kentucky, 41143, (hereinafter called Buyer).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Gas to be Sold. Seller hereby agrees to sell and deliver, and Buyer hereby agrees to purchase and receive natural gas on an interruptible basis up to a maximum of 82,000 cubic feet per hour on and after the date of this Agreement between the first day of April and the fifteenth day of November of each calendar year. Service beyond these dates shall be on a day to day basis by mutual agreement between both Seller and Buyer.

Section 2. Rate. Natural gas delivered hereunder shall be paid for under the following rate:

First 850 M.C.F. per month	\$.6400 per M.C.F.
Next 1,150 M.C.F.	\$.6093 per M.C.F.
Next 3,000 M.C.F.	\$.5549 per M.C.F.
All over 5,000 M.C.F.	\$.5223 per M.C.F.

The annual minimum charge for the period of April 1 through November 15 shall be \$4,896.45.

Gas purchased before April 1 and after November 15 of each year shall carry no minimum charge.

All accounts are net and payable within ten days.

Section 3. General Terms and Conditions. This Agreement in all respects shall be subject to the applicable provisions of the Seller's general terms and conditions on file with the Kentucky Public Service Commission.

The charges for gas service contained herein shall be made a part of all rate proceedings by Seller before the Kentucky Public Service Commission and shall be subject to change as ordered by the Commission.

Section 4. Term. This Agreement shall become effective on 28<sup>th</sup>  
of July 1969 and shall continue in effect until July 28<sup>th</sup>  
1970 and thereafter from year to year unless and until terminated by six (6) months written notice given by either party.

Section 5. Notices. Notices to Seller under this Agreement shall be addressed to it at the Winchester Bank Building, 120 South Main Street, Winchester, Kentucky, 40391, and notices to Buyer shall be addressed to it at P. O. Box 368, Grayson, Kentucky, 41143, until changed by either party by written notice. It is further agreed that the Seller will notify the Buyer in writing of any change in his purchased gas cost within ten days after he had received such notice.

Section 6. Cancellation of Previous Contracts. This Agreement supersedes and cancels, as of the effective date hereof, all previous Agreements between Buyer and Seller, if any.

Service Contract Dated \_\_\_\_\_

July 28, 1969

The parties hereto have accordingly and duly executed this Agreement.

DELTA NATURAL GAS COMPANY, INC.

By *[Signature]*

Attest: *[Signature]*

EAST KENTUCKY PAVING CORPORATION

By *[Signature]*

Attest: *[Signature]*

*ESC*