SERVICE CONTRACT

BETWEEN

DELTA NATURAL GAS OF STANTON, INC.

AND

KENTUCKY CREOSOTING COMPANY, INC.

DATED: November 1, 1969

FOR THE SALE OF NATURAL GAS

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DELTA NATURAL GAS OF STANTON, INC. Winchester, Kentucky

SERVICE CONTRACT

AGREEMENT, made and entered into this <u>lst</u> day of <u>November</u>, 19<u>69</u>, by and between DELTA NATURAL GAS OF STANTON, INC., a Kentucky corporation, (hereinafter called Seller) and KENTUCKY CREOSOTING COMPANY, INC., Stanton, Kentucky 40380, (hereinafter called Buyer).

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

<u>Section 1.</u> <u>Gas to be Sold.</u> 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 <u>1000</u> cubic feet per hour on and after the date of this Agreement.

<u>Section 2.</u> <u>Rate.</u> Natural gas delivered hereunder shall be paid for under the following rates:

First 84 M.C.F. per month\$50.00All over 84 M.C.F. per month\$.5944 per M.C.F.Minimum Charge: The minimum charge shall be \$50.00per month.

All accounts are net and payable within ten days.

<u>Section 3.</u> <u>General Terms and Conditions.</u> 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.

Seller shall be deemed to be in control and possession of the natural gas hereunder until it shall have been delivered to Buyer at the point of delivery, after which Buyer shall be deemed to be in control and possession thereof. The point of delivery shall be defined as that point at which natural gas hereunder passes from Seller's facilities to Buyer's facilities. Buyer shall have no responsibility with respect to natural gas hereunder until it is delivered to Buyer, or on account of anything which may be done, happen or arise with respect to any natural gas hereunder before such delivery; Seller shall have no responsibility with respect to said gas after it is delivered to Buyer, or on account of anything which may be done, happen or arise with respect to such gas after delivery.

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.

Service under this Agreement is subject to curtailment or complete interruption upon one hour notice from the Seller at any time when in the good judgment of the Seller further service to the Buyer could alter or violate the Seller's current effective contract with its supplier or any other justifiable reason.

<u>Section 4.</u> <u>Term.</u> This Agreement shall become effective on the <u>1st</u> day of <u>November</u>, <u>19 69</u> and shall continue in effect until the <u>1st</u> day of <u>November</u> <u>19 70</u> and thereafter from year to year unless terminated by thirty (30) days written notice given by either party.

<u>Section 5.</u> <u>Notices.</u> 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 Stanton, Kentucky 40380, until changed by

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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 has received such notice.

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

Service Contract Dated November 1, 1969

The parties hereto have accordingly and duly executed this Agreement.

DELTA NATURAL GAS COMPANY, INC. By Attest: lenna

KENTUCKY CREOSOTING COMPANY, INC.

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