

THIS AGREEMENT, made and entered into this 17th day of April, 1957, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the MID-VALLEY PIPELINE COMPANY, a corporation organized and existing under the laws of the State of Ohio hereinafter called "Customer", WITNESSETH:

WHEREAS: Customer desires to use gas at its Hebron Pumping Station, Boone County, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer, represents to Company that it anticipates it will make use of gas in its pumping operations at its station to the extent of approximately 700 MCF per day and 220,000 MCF per year, subject to normal fluctuations;

NOW THEREFORE, Customer agrees to purchase and Company agrees to supply Customer's gas requirements under the following terms and conditions.

APPLICABILITY AND CHARACTER OF SERVICE

This Agreement shall apply to all gas supplied for Customer's use at its Hebron Pumping Station, Boone County, Kentucky.

Gas supplied under this agreement may be curtailed (1) when emergency conditions endanger gas service to Company's domestic customers, (2) when required by order or regulatory authorities having jurisdiction, or (3) when Company determines the supply of gas is insufficient to serve customer in excess of his Contract Demand is defined in the following section.

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COMMISSION

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CONTRACT DEMAND, BASE USE AND EXCESS USE

The Contract Demand is the daily use of gas to which customer agrees to reduce his taking upon request of Company in accordance with (3) above, and which Company agrees to deliver in any event except in case of emergency or Commission restriction described in (1) and (2) above. The Contract Demand initially is O-MCF, but should Customer exceed Contract Demand during periods of gas curtailment outlined in (3) above, the Contract Demand will be increased by the amount of the overage and the higher Contract Demand shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year.

Customer's Base Use is that gas used during the billing month which is equal to 30 times the Contract Demand.

Customer's Excess Use is that gas used during the billing month which is in excess of the Base Use. Customer may use gas in excess of the Base Use during winter period, November 1 to March 31 inclusive, provided such excess usage will be discontinued and the total gas usage limited to the Contract Demand when requested by Company. No such limitation will apply during the period April 1 and October 31, except as described in (1) and (2) above.

RATE

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule "Gas Service in Boone County, Kentucky" on file with the Public Service Commission, copy of such rate in effect as of the date of this Agreement, being attached hereto and made part hereof.

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b. *W*

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