

GAS TRANSMISSION AGREEMENT

June 23 1997

THIS AGREEMENT, made and entered into this 2nd day of June, 1997, by and between **DOE RUN GAS MARKETING COMPANY**, hereinafter referred to as "**Customer**", and **DOE RUN GAS TRANSMISSION COMPANY**, hereinafter referred to as "**Company**".

WITNESSETH:

WHEREAS, Customer purchases and sells natural gas to customers in Kentucky and requires transportation services from Company to transport its natural gas to its customers; and

WHEREAS, Company has access to the DRGT Pipeline (as defined in Article I below) for delivery of Customer's gas to certain customers pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, Company and Customer hereby agree as follows:

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JUL 25 1997

ARTICLE I - DEFINITIONS

The term "Delivery Point(s)" shall mean the metering point(s) identified in Exhibit "A", attached hereto and made a part hereof, as amended from time to time agreement of the parties.

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY W. H. Linn
DIRECTOR, RATES & RESEARCH DIV.

The term "DRGT Pipeline" shall mean an eight inch (8") line, so-called the Gabe Pipeline, running approximately fifty-eight (58) miles from Tennessee Gas' pipeline at Gabe, Kentucky to the Olin Plant and a six inch (6") line running approximately six (6) miles from Texas Gas Transmission's metering station in Meade, Kentucky to the Olin Plant.

The term "Gas" shall mean natural gas as produced from gas wells, and/or purchased by Customer from gas supplier(s), and transported via Tennessee Gas' pipeline or Texas Gas Transmission's pipeline; it being understood that Gas from any other sources shall be subject to mutual written agreement between the parties hereto.

The term "MMBTU" shall mean one million (1,000,000) British Thermal Units.

The term "Olin Plant" shall mean the Olin Corporation chemical manufacturing facility located at 2450 Olin Road, Brandenburg, Kentucky 40108-0547.

The term "Quantity" shall mean the maximum amount of Gas measured in MMBTU per day which Customer expects to cause to be delivered to Company at the Delivery Point(s).

The term "Rate" shall mean the charge to be paid by Customer to Company for each MMBTU of Gas delivered from the Receipt Point(s) to the Delivery Point(s).

The term "Receipt Point(s)" shall mean the metering point(s) identified in Exhibit "B", attached hereto and made a part hereof.

The term "Tennessee Gas" shall mean Tennessee Gas Pipeline Company, which is in the business of interstate gas transmission.

The term "Texas Gas Transmission" shall mean Texas Gas Transmission Corporation, which is in the business of interstate gas transmission.

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JUL 25 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Phyllis Lannin
DIRECTOR, RATES & RESEARCH DIV

ARTICLE II - TERM

2.1 The term of this Agreement shall commence upon the execution hereof by Customer and Company and shall remain in effect for an initial term of five (5) years from such commencement date, and for successive renewal terms of one (1) year thereafter, unless terminated by either party upon sixty (60) days written notice prior to the end of the initial term or any renewal term.

ARTICLE III - RECEIPT AND DELIVERY POINT(S), PRESSURE AND TITLE

3.1 Subject to the terms and provisions of this Agreement, Customer agrees to deliver or cause to be delivered to Company, at the Receipt Point(s), Gas for transport by Company via the DRGT Pipeline, and Company agrees to receive, transport, and redeliver, at the Delivery Point(s), Gas to Customer or for the account of Customer. Gas will be delivered at a pressure which is sufficient to effect delivery into the Delivery Point(s). Customer shall at all times retain title to the Gas while it is being transported by Company to the Delivery Point(s).

ARTICLE IV - QUANTITY

4.1 Company agrees to transport all Gas Customer sells to its customers over the DRGT Pipeline for the term of this Agreement, subject to any capacity or operational limitations of such facilities. Gas will be transported on a firm basis. Customer shall submit to Company a nomination for the quantity (including allowances for fuel or gas

lost or unaccounted for, which fuel retention percentages are set forth in Section 7.1 hereof) of Gas Customer expects Company to transport during the next calendar month, on or before five (5) days prior to the first (1st) day of such month, specifying its nominated quantity in MMBTU/day either verbally or on a form supplied by Company. The nominations shall indicate the quantity of Gas Company will receive from Customer at the Receipt Point(s), the identity of the Receipt Point(s), along with the identity of the supplier(s) that is delivering or causing to be delivered to Company quantities for Customer's account at each Receipt Point for which a nomination has been made.

4.2 Customer shall be responsible for current payment of any penalties or other transporter charges resulting from imbalances caused by its failure to properly match its nominations and its deliveries. Company shall be responsible for current payment of any penalties or other transporter charges resulting from imbalances caused by its failure to receive and/or transport the nominated quantities to the Delivery Point(s). At least every sixty (60) days, the parties shall reduce to zero, imbalances for all but the current month, by making tender of Gas volumes, cash payment, or other adjustment as appropriate.

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ARTICLE V - MEASUREMENT FACILITIES

5.1 At or near each Delivery Point(s) hereunder, or any other mutually agreeable point, Company, at its sole expense, shall maintain the existing metering stations. The metering facilities shall be designed, owned, and constructed by Company.

JUL 25 1997

IN ACCORDANCE WITH 807 KAR 5011,
SECTION 9 (1)
BY: Phillip L. Linn
DIRECTOR, PLANTS & RESEARCH DIV

5.2 Company's representative shall operate and maintain the measuring facilities including the reading, calibration, and adjusting thereof. Volumes shall be computed and the facility maintained and operated in accordance with and as prescribed by the American National Standards Institute/American Petroleum Institute (ANSI/API) standard number 2530 including current revisions thereto. Adjustments will be made for measurement errors in excess of two percent (2%) in accordance with standard pipeline practices and procedure. Customer shall have the right to install check measurement facilities provided that such does not interfere with the operation of the above-mentioned measuring facilities.

ARTICLE VI - QUALITY

6.1 Customer represents and warrants to Company that the Gas transported hereunder shall be of pipeline quality and conform to the specifications set forth in the applicable tariff of the Tennessee Gas system or the Texas Gas Transmission system, as the case may be.

ARTICLE VII - PRICE

7.1 Transportation charges shall be as follows:

Company shall charge Customer and Customer shall pay Company a Rate for Gas delivered into the DRGT Pipeline based upon competitive prices being charged in the area for transportation of like quality, but in any event shall be (a) no more than \$1.00 per MMBTU and (b) no less than \$0.05 per MMBTU.

In addition to the Rate, Company will assess a charge to Customer for Gas lost or unaccounted for equal to one-quarter of one percent (0.25%) of Gas transported to the Delivery Point(s) during the preceding month, which percentage may be adjusted annually, based on Company's actual experience; provided, however that such percentage shall not be adjusted to an amount less than one-quarter of one percent (0.25%).

Unless otherwise agreed to in writing by the Parties, the Rate shall be negotiated on a monthly basis. Any changes to the Rate shall be applicable to all Gas shipped hereunder on and after the date the changes become effective.

The transportation charges set forth in this Article VII shall be the total consideration paid by Customer to Company for transportation of Gas to the Delivery Point(s) and is inclusive of any and all costs, fees, taxes, royalties, gathering, treating, and transportation expenses, subject to Section 7.2 hereof, and Company agrees to indemnify, defend and hold Customer harmless from any and all obligation or liability for same.

7.2 Any state or local sales or use tax or any utility gross receipts license tax imposed by any state or local government agency or instrumentality within Kentucky shall be paid by Customer. Nothing contained herein shall be construed as imposing any obligation on Company with respect to any tax imposed on Customer after title and possession of the Gas shall have passed to Customer or Customer's designee.

JUL 25 1997

ARTICLE VIII - BILLING AND PAYMENT

8.1 Company shall render to Customer on or before the 20th day of each calendar month a statement setting forth the total quantity of Gas transported to each Delivery Point during the preceding month, the Rate for such Gas, charges for Gas lost or unaccounted for and a calculation of the amount due for such preceding month, payment of which will be due by the last day of the same month. If payment is not made within such time, Company reserves the right to charge interest on the unpaid balance until paid at the prime rate of interest charged from time to time by Chemical Bank, N.A., New York, New York, to responsible industrial and commercial borrowers, plus two percent

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

BY: Phillip Gannin
DIRECTOR, RATES & RESEARCH DIV

(2%); provided, however that such rate shall not be in excess of the maximum interest rate permitted under applicable law. Payment and presentation dates hereunder will be determined by postmark dates.

ARTICLE IX - GOVERNMENT REGULATION

9.1 It is understood by the parties that this Agreement, and performance hereunder, is subject to all present and future valid laws, orders, statutes, and regulations of courts or regulatory bodies (state and Federal) having jurisdiction over this transaction or any party hereto. Should any party hereto, by force of any such law, order, statute, or regulation, be ordered or required to do or refrain from any act inconsistent with the provisions of this Agreement, then this Agreement may be immediately terminated by such party by written notice to the other party. If the right to terminate is not exercised by either party, then this Agreement shall continue, but shall be deemed modified to conform with the requirements of such law, order, statute, or regulation.

9.2 Company agrees to make, on a timely basis, all regulatory filings if any that may be needed to effectuate the terms and conditions of this Agreement.

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JUL 25 1997

ARTICLE X - WARRANTIES

10.1 Customer represents and warrants unto Company, its successors, and assigns, that it holds good and marketable title to the Gas transported hereunder and that it has the authority from the holder(s) of such title to said Gas to contract for the transportation of the Gas delivered to Customer hereunder.

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

Stella Lanna
CORPORATE & RESEARCH DIV

10.2 Company agrees to indemnify, defend, and hold Customer and the property of Customer free and harmless from any and all claims, liability, loss, damage or expenses, including court costs and reasonable attorney fees of Customer arising:

(a) By reason of injury to person or property, due to the gross negligence or intentional misconduct of Company, including any liability for injury to the person or personal property of Customer, its agents, officers, or employees;

(b) By reason of Company's failure to perform any provision of this Agreement or to comply with any requirement imposed upon it or upon Company's operations by any duly authorized governmental agency or political subdivision, including, but not limited to, any violation or alleged violation of any Federal, state or local statute, rule, ordinance or regulation relating to the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. ("CERCLA"), Resource Conservation and

Recovery Act, 42 U.S.C. §6901, et seq. ("RCRA"), the Safe Drinking Water Act, 42 U.S.C. §300, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq. ("CAA"), the Toxic Substance Control Act, 15 U.S.C. §7601, et seq. ("TSCA"), and the Hazardous Materials Transportation Act, 49 U.S.C. §1802, et seq.; or

(c) Because of Company's failure or inability to pay as they become due any obligations by Company in the operations to be conducted pursuant to this Agreement.

10.3 Customer agrees to indemnify, defend and hold Company and the property of Company free and harmless from any and all claims, liability, loss, damage or expenses, including court costs and reasonable attorney fees of Company, resulting from Company arising:

(a) By reason of breach of its representations and warranties under Section 6.1 or 10.1 of this Agreement; or

(b) Because of Customer's failure or inability to pay as they become due any obligations by Customer pursuant to this Agreement.

10.4 Notwithstanding the foregoing indemnities, neither party shall be liable to the other party for incidental or consequential damages.

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OF KENTUCKY
EFFECTIVE

JUL 25 1997

ARTICLE XI - FORCE MAJEURE

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

11.1 In the event Company or Customer is rendered unable, by an event of force majeure, to carry out wholly or in part, its obligations under the provisions hereunder, it is agreed that if such party gives notice and full particulars of such event of force majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party affected by such effect of force majeure, other than the obligation to make payments when due hereunder, shall be suspended during the continuance of any such inability so caused, and such event of force majeure shall, so far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts and events not reasonably within the control of the party claiming suspension, but in no event shall "force majeure" mean financial inability to pay for any amount due under this Agreement.

BY Phyllis Lamm
DIRECTOR, RATES & RESEARCH DIV

11.2 Section 11.1 and any other provision contained herein to the contrary notwithstanding, in the event transportation of Gas is interrupted for thirty (30) consecutive days, or in the event transportation of Gas is interrupted for a total of thirty (30) days within any sixty (60) day period, this Agreement may be terminated at the expiration of thirty (30) days after receipt by Company of written notice from Customer of its intention to terminate this Agreement.

ARTICLE XII - NOTICES

12.1 Any notice, request, demand, statement, or payment provided for in this Agreement shall be in writing and shall be deemed delivered as of the postmarked date when mailed by ordinary mail to the other party at the address appearing below. A notice sent by confirmed telecopier shall be deemed received twenty-four (24) hours after such notice was sent. The addresses of the parties are as follows:

CUSTOMER:

DOE RUN GAS MARKETING COMPANY

2450 Olin Road
Brandenburg, Kentucky 40108
Attention: Vice President, Operations
Telecopier No. (502) 422-6096

COMPANY:

DOE RUN GAS TRANSMISSION COMPANY

c/o Olin Corporation
501 Merritt 7
P.O. Box 4500
Norwalk, Connecticut 06856-4500
Attention: Arthur M. Malatzky
President
Telecopier No. (203) 750-3106

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OF KENTUCKY
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JUL 25 1997

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

BY: Phyllis Larkin
DIRECTOR, RATES & RESEARCH DIV

or to such address as Company or Customer shall from time to time designate by notice properly addressed.

ARTICLE XIII - MISCELLANEOUS

13.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereto. This Agreement may not be assigned without the written consent of both parties, which shall not be unreasonably withheld; provided, however, either party hereto upon notice to the other party may assign this Agreement to a financially-responsible affiliate or to any entity with which the assigning party merges, or to whom it sells a substantial part of its assets or business, without the prior consent of the other party.

13.2 This Agreement constitutes the entire agreement between the parties and no waiver, representation, or agreement, verbal or otherwise, shall affect the subject matter hereof unless and until such waiver, representation, or agreement is reduced to writing and executed by the authorized representative of the parties.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

CUSTOMER

**DOE RUN GAS MARKETING
COMPANY**

By: *Arthur M. Murphy*
Title: *President*

COMPANY

**DOE RUN GAS TRANSMISSION
COMPANY**

By: *Maureen McArdle*
Title: *Vice President - Legal*

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JUL 25 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Phillip Lannin*
DIRECTOR, RATES & RESEARCH DIV

EXHIBIT "A"

DELIVERY POINT(S)

DRGT Point No.	Meter No.	Description
1.	101	Interconnect between DRGT's 6-mile pipeline and Olin Corporation in Meade County, KY
2.	102	Interconnect between DRGT's 58-mile pipeline and Olin Corporation in Meade County, KY
3.	103	Proposed interconnect between DRGT's 58-mile pipeline and Elizabethtown Natural Gas in Hardin County, KY

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JUL 25 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Phillip Lammie*
DIRECTOR, RATES & RESEARCH DIV.

EXHIBIT "B"

RECEIPT POINT(S)

DRGT Point No.	Meter No.	Description
1.	Texas Gas 1763	Interconnect between DRGT and Texas Gas Transmission in Meade County, KY
2.	Tennessee Gas 020832	Interconnect between DRGT and Tennessee Gas Pipeline in Green County, KY
3.	---	Interconnect between DRGT and NASGAS LLC in Meade County, KY

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OF KENTUCKY
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JUL 25 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Shylla Linn
DIRECTOR, RATES & RESEARCH DIV