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ADDENDUM TO TRANSPORTATION AGREEMENT

THIS ADDENDUM TO THE TRANSPORTATION AGREEMENT, made and entered into on this the 30 day of January, 1992, by and between Kentucky Energy Transmission, Inc., a Kentucky corporation, hereinafter referred to as KET, and Burkesville Gas Company, Inc., a Kentucky corporation, hereinafter referred to as BGC;

WHEREAS, a transportation agreement was previously executed between KET and BGC dated the 23 day of December, 1991; and

WHEREAS, BGC has entered into a loan agreement with the Monticello Banking Company whereby BGC has borrowed certain funds for the improvement of a certain gas distribution system for the city of Burkesville, Kentucky, and such loan documentations require the assignment of certain royalties otherwise paid to KET by BGC under the terms of this transportation agreement to be applied toward the reduction of an original \$183,000.00 loan that KET obtained from the Bank of Clinton County that was subsequently increased to \$204,613.10 by a loan transaction dated March 31, 1989 and which currently has a balance of \$192,413.10; and

WHEREAS, it is necessary to amend the terms of the transportation agreement set forth in Paragraph D on page 5 of the transportation agreement so as to allow for such payments otherwise due and owing by BGC to KET to be paid on behalf of KET to the Bank of Clinton County to reduce the indebtedness KET has with the Bank of Clinton County as referred to hereinabove;

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BY: Charles Walker
PUBLIC SERVICE COMMISSION MANAGER

NOW, THEREFORE, for and in consideration of the recitals set forth hereinabove, and Ten and no/100 Dollars (\$10.00) consideration, cash in hand paid, the receipt of which is hereby acknowledged, KET and BGC hereby agree as follows:

1. That any and all payments otherwise due and owing under the terms of the transportation agreement between KET and BGC as referred to hereinabove shall be made payable on behalf of KET to the Bank of Clinton County to reduce the indebtedness owed by KET under the loan documents referred to hereinabove for as long as the transportation agreement remains in full force and effect. Should the amounts due to KET from BGC under the terms of such transportation agreement fully pay off said loan indebtedness referred to hereinabove, then at such time as the loan has been paid in full, all future payments thereafter that otherwise would be due and owing under the terms of the transportation agreement shall be made payable to KET by BGC.

2. It is understood and agreed between the parties that KET has agreed to assign the royalties due from the transportation agreement by BGC to the Bank of Clinton County for payment reduction of the indebtedness by the above referenced loan with the Bank of Clinton County. By doing so, BGC has in no way agreed to assume responsibility for the payment of loan indebtedness other than to remit payments due under the terms of the transportation agreement to the Bank of Clinton County on behalf of KET for as long as such transportation

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BY: *Sharon Helle*
PUBLIC SERVICE COMMISSION MANAGER

agreement is in full force and effect. Should the terms of said transportation agreement cease for any reason, or if the agreement shall otherwise become unenforceable, then BGC shall notify KET, who in turn shall assume the responsibility for such indebtedness as if the transportation agreement had never been entered into, and there had been no assignment of royalties due thereunder in favor of the Bank of Clinton County.

This addendum has been execute on behalf of Kentucky Energy Transmission, Inc. by its acting president, Kenneth R. Turner, who is fully vested to execute the necessary legal documents on behalf of the corporation in his sole capacity pursuant to that corporate resolution dated March 30, 1989, the terms of which are incorporated herein by reference.

This the 30 day of January, 1992.

KENTUCKY ENERGY TRANSMISSION,
INC.

BY: *Kenneth R. Turner*
PUBLIC SERVICE COMMISSION
Kenneth R. Turner, President
OF KENTUCKY
EFFECTIVE *12/5/92*

COMMONWEALTH OF KENTUCKY)

COUNTY OF *Wayne*)

DEC 5 1992

Subscribed and sworn to before me by Kenneth R. Turner as President of Kentucky Energy Transmission, Inc. on this the 30 day of January, 1992.

BY: *Cheryl Walker*
PUBLIC SERVICE COMMISSION MANAGER

My commission expires _____

James D. ...
Notary Public

BURKESVILLE GAS COMPANY, INC.

BY:

[Signature]
President

ATTESTED BY:

[Signature]
Secretary

COMMONWEALTH OF KENTUCKY)
COUNTY OF Wayne)

Subscribed and sworn to before me by the President and Secretary of Burkesville Gas Company, Inc. on this the 30 day of January, 1992.

My commission expires

4-20-94

[Signature]
Notary Public

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SECTION 9 (1)

BY: *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER