AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of August, 1991, by and between PUBLIC GAS COMPANY INC., a Kentucky corporation, hereinafter called the "Seller," and HINKLE CONTRACTING CORPORATION, a Kentucky corporation of Box 626, Jackson, Kentucky, hereinafter called the "Buyer".

WITNESSETH:

ARTICLE I.

That the Seller, for and in consideration of the covenants on the part of the Buyer to be paid, kept and performed as hereinafter set forth, agrees to sell to Buyer natural gas to be used in its facility located in Jackson, Kentucky.

ARTICLE II. TERM

The term of this Agreement shall be for a period of one (1) year and automatically extend on a month to month basis thereafter unless terminated by either party by giving written notice to the other at least thirty (30) days in advance.

ARTICLE III. QUALITY

1. The gas delivered hereunder shall at all times be merchantable and shall be free from gasoline, oil, water, salt, gum, dust and other foreign substances that might interpretation of KENTUCKY the marketability of the gas. The gas delivered shall configure not less than 1,000 BTU per cubic foot.

MAY 1 2 1992

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

(a) The gas shall be delivered to Buyer at the meter set by Public Gas on Buyer's premises.

ARTICLE IV. QUANTITIES

During the term of this Agreement all gas delivered hereunder may be taken in whatever manner, quantity and at such times as will best suit the convenience of the Buyer. If Seller does not have sufficient production to meet the needs of Buyer, then Seller shall not be required to provide hereunder. It being understood between the parties that Seller will furnish what gas it has available, and Buyer will take from that gas what Buyer needs.

ARTICLE V. PRICE

1. <u>Purchase Price</u>. Subject to the full terms and conditions herein contained, the price for all gas sold and delivered is Three dollars and Fifty Cents (\$3.50) per MMBTU.

ARTICLE VI. PAYMENTS

Payments by check payable to the order of Public Gas Company shall be made by buyer by mailing on or before the twenty-fifth day of each month for all gas sold and delivered during the preceding billing month.

ARTICLE VII. TAXES

PUBLIC SERVICE COMMISSION OF KENTUCKY

Seller and Buyer shall each pay all taxes of every kinding respectively assessed to or levied on each, without right of MAY 12 1992 contribution by the other.

PURSUANT TO 807 KAR 5:011,

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ARTICLE VII. PARTIES BOUND

All covenants, conditions and obligations of this gas purchase contract shall extend to and be binding upon the successors, heirs and assigns of the parties to it, and shall be in the nature of covenants running with said leases, wells and pipelines for the full term hereinbefore set forth.

ARTICLE VII. NOTICES

All notices, requests, statements and other communications hereunder shall be in writing ad shall be delivered as follows:

To Seller:

Public Gas Company, Inc.

P.O. Box 619

Jackson, KY 41339

To Buyer:

Hinkle Contracting Corporation

P.O. Box 626

Jackson, KY 41339

or at such other address as the parties may designate in writing.

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

PUBLIC GAS COMPANY, INC.

CRITED

SELLER

PUBLIC SERVICE COMMISSION

HINKLE CONTRACTING CORPORATION

here

OF KENTUCKY

BY:

BUYER

MAY 1 2 1992

PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

COUNTY OF Breathett I, Melissa M. Strong, Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Agreement was this day produced before me by _ 150 Manager of PUBLIC GAS COMPANY, INC., a Kentucky corporation, and in his capacity as same acknowledged this to be the free act and deed of the corporation, August 1991 this the 23 day of My Commission Expires: Wasch 2, STATE OF KENTUCKY COUNTY OF \mathcal{H} , Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Agreement was this day produced before me by Allean I MC. VICE 1823. OF HINKLE CONTRACTING CORPORATION, a Kentucky corporation, and in his capacity as same acknowledged this to be the free act and deed of the corporation, day of September, 1991 My Commission Expires: 4-12-94

NOTARY PUBLIC

STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAY 12 1992

PURSUANT TO 807 KAR 5:011.