

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 interfere with the marketability of the gas. The gas delivered shall contain not less than 1,000 BTU per cubic foot.

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SECTION 9 (1)
BY: Sharon Hallee
PUBLIC SERVICE COMMISSION MANAGER

(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. Purchase Price. 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

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

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BY: Sharon Helle
PUBLIC SERVICE COMMISSION MANAGER

STATE OF KENTUCKY

COUNTY OF Breathitt

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 Bill Johnson, 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, this the 23 day of August 1991.

My Commission Expires: March 2, 1993
Melissa M. Strong
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF Bourbon

I, Lita Harris, Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Agreement was this day produced before me by William M. Cress, Exec. Vice Pres. 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, this the 3rd day of September, 1991.

My Commission Expires: 4-12-94
Lita Harris
NOTARY PUBLIC

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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MAY 12 1992

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

BY: Sharon Delle
PUBLIC SERVICE COMMISSION MANAGER