

ADDENDUM  
TO THAT CERTAIN GAS SERVICE AGREEMENT  
DATED  
December 1, 1992  
BY AND BETWEEN  
KENTUCKY OHIO GAS COMPANY (SELLER)  
AND  
ASHLAND PETROLEUM COMPANY (BUYER)  
A DIVISION OF ASHLAND OIL, INC.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 12 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 8 (1)

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION CLERK

THIS ADDENDUM, is made a part of and is incorporated into that certain Gas Service Agreement (Agreement) dated the 1st day of December, 1992 by and between Kentucky Ohio Gas Company, a wholly owned subsidiary of KOG Acquisition Corporation, a Delaware Corporation, hereinafter referred to as "Seller"; and Ashland Petroleum Company, a Division of Ashland Oil, Inc., a Kentucky Corporation, hereinafter referred to as "Buyer";

WHEREAS Seller provides Natural Gas Service to Buyer as defined in the Agreement,

AND;

Whereas Buyer wishes to transport Additional Quantities of Natural Gas on Seller's Facilities as hereinafter specified and under the terms and conditions herein mutually agreed upon, NOW THEREFORE;

## I. DEFINITIONS

The following definitions shall be added to the definitions in the Agreement and incorporated therein.

- A. Additional Quantity or Additional Quantities shall mean any Quantity of Natural Gas in excess of the Base Quantity to be transported by Seller to Buyer.
- B. Base Quantity shall mean either the Daily Contract Quantity or the Monthly Contract Quantity of Natural Gas as specified in the Agreement as the context permits..

## II. SERVICES

### A. Seller's Obligations

- 1. Seller will transport for Buyer such Additional Quantity which with the Daily Contract Quantity will total at least 25,000 MMBTU per day as Buyer may require.
- 2. Seller will maintain its facilities such that Buyer will have an aggregate capacity of at least 25,000 MMBTU per day at the Delivery Point provided, however, that such capacity is subject to Buyer maintenance of delivery pressure at its refinery not exceeding 85 pounds per square gauge (psig).

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BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

3. Prior to this Addendum becoming effective Seller shall conduct a capacity test of Seller's Facilities (the Test). Should the Test result in Seller having delivered a minimum of 25,000 MMBTU per day, the Seller will be deemed to have met the capacity requirements under this Addendum.

The Test will be conducted using the following procedures:

- a. The Test shall be conducted over a twenty-four hour period (the Test Period) as Seller and Buyer shall agree upon.
- b. Buyer will nominate with Tennessee Gas Pipeline Company (Tennessee) and cause Tennessee to make delivery of a minimum of 25,000 MMBTU of Natural Gas to Seller's Facilities for purposes of such Test.
- c. Seller will control and conduct such Test and operate its Facilities as, in its sole discretion, it deems appropriate subject to all applicable safety regulations.
- d. Buyer will take all reasonable actions to maintain the delivery pressure into its refinery at no more than 85 psig for the duration of the Test Period. In the event that Buyer, in its sole discretion, deems it necessary to raise the delivery pressure in its facilities above 85 psig; and Seller has delivered a minimum average of 1,041 MMBTU per hour for the period Buyer was able to maintain a limit of 85 psig, the Test will be deemed to have demonstrated that Seller's Facilities have the required capacity under this Addendum. In the event Seller has not delivered an average hourly minimum of 1,041 MMBTU, the Test will be rescheduled and conducted at the earliest possible time.
- e. In the event the Test results in Seller delivering less than 25,000 MMBTU over a twenty-four hour period, the transportation Tariffs will be adjusted as follows.

Adjusted Tariff = (Actual Capacity / 25,000 MMBTU) x  
Contract Tariff.

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BY: *Charles L. Walker*  
PUBLIC SERVICE COMMISSION CLERK

- (i) Where Adjusted Tariff is the rate for which transportation services will be charged by Seller and will be substituted for the Contract Tariffs in Article II.B. of this Addendum;
- (ii) Where Actual Capacity is the Quantity of Natural Gas delivered during the Test Period expressed in MMBTU; and
- (iii) Where Contract Tariff is the Tariff or Tariffs specified in II.B. of this Addendum.

B. Tariff for Additional Quantities To Be Transported

- 1. The maximum Tariff for the Additional Quantities to be Transported by Buyer on Seller's Facilities shall be determined as follows:
  - a. For the Quantity of Natural Gas exceeding the Base Quantity of 5,000 MMBTU per day up to and including 10,000 MMBTU per day, the maximum Tariff shall be three point five cents per Million BTU (\$0.035/MMBTU).
  - b. For the Quantity of Natural Gas exceeding 10,000 MMBTU per day, the maximum Tariff shall be two point five cents per Million BTU (\$0.025/MMBTU).
- 2. Seller may, at its sole discretion, apply to Buyer's Additional Quantities to be transported, Tariffs below those stated in Article II.B.1. of this Addendum.

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BY: *Heaven Bell*  
PUBLIC SERVICE COMMISSION MANAGER

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed

This 20th Day of December, 1993

SELLER

Kentucky Ohio Gas Company

John H. Weyler  
WITNESS

BY Jeffrey J. Brian

TITLE President

BUYER

Ashland Petroleum Company,  
Division of Ashland Oil, Inc.

Jennifer Ramsey  
WITNESS

BY Charles Miller *CM*

TITLE GROUP VICE PRESIDENT, MANUFACTURING

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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BY: Sherrill  
PUBLIC SERVICE COMMISSION MANAGER