

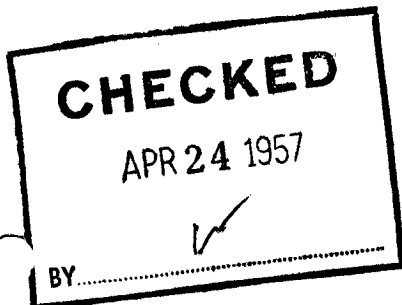
If, during the life of this contract, the public regulatory body having jurisdiction shall authorize changes in the filed rate as attached to this Agreement, Company hereby agrees to continue to furnish service at the higher or lower rates from and after the date when such rates are made effective.

- (b) Winter Off-Peak Rate - The winter off-peak rate applicable to Customer's Excess Use in any billing month, during the winter period from November 1, to March 31, inclusive, is:

\$0.45 per MCF minus or plus 1/4 cent per MCF for each 1/4 cent per MCF by which the commodity portion of the average cost of the natural gas purchased by the Company in the preceeding month is less or more than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak - The summer off-peak rate applicable to gas used in any billing month during the summer period from April 1 to October 31, inclusive, in excess of the Base Use is:

\$0.35 per MCF, minus or plus 1/4 cent per MCF for each 1/4 cent per MCF by which the commodity portion of the average cost of the natural gas purchased by the Company in the preceeding month is less or more than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.



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Minimum Monthly Bill - The minimum monthly bill will be an amount equal to 25% of the billing for Customer's Base Use gas, but not less than \$1500. The minimum bill will be waived in any month in which Company requests Customer to curtail the Contract Demand.

This agreement is made in all respects subject to the terms and provisions of The Public Service Commission Act of the Commonwealth of Kentucky and acts amendatory thereto, to the jurisdiction and authority of The Public Service Commission of the Commonwealth of Kentucky and any other regulatory body having jurisdiction and to the general service rules and regulations of Company currently in effect from time to time. Nothing herein contained shall be construed as divesting or attempting to divest said Commission of any of its rights, jurisdiction, powers or authority conferred upon said Commission by law.

QUALITY OF GAS:

The gas to be delivered hereunder shall be natural gas of the quality and characteristics as received by Company from the natural gas transmission companies from which it receives its supply for delivery to its customers in this territory subject to addition of such odorants as Company may deem necessary for the protection of its customers and provided, however, that during the periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquefied Petroleum" gas, as produced in Company's plant or plants.

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MEASUREMENT

The unit of measurement for all gas delivered under shall be that quantity of gas which will occupy one cubic foot

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BY *[Signature]*

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at an absolute pressure of 14.70 pounds per square inch gage (30" Hg) and at a temperature base of 520 degrees absolute (60°F.). In all computations in which atmospheric pressure is a factor, the atmospheric pressure shall be assumed to be 14.4 pounds per square inch.

Where the installation of a recording thermometer is provided the arithmetic average of the temperature of the gas flowing through the meters, as recorded, shall be used in computing gas volumes.

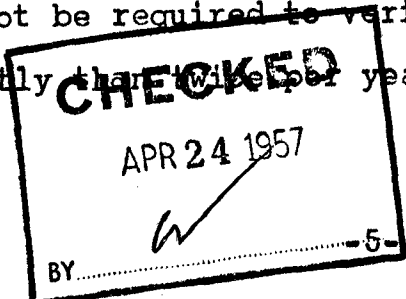
In computing gas volumes, adjustment factors for the deviation from Boyle's law shall be calculated from standard tables.

MEASURING EQUIPMENT

Point of Delivery - The point of delivery of the gas to be served shall be at the outlet of the metering and measuring devices in Customer's metering location at the end of the gas service serving its Hebron Pumping Station, Boone County, Kentucky or the outlet of such other metering and regulating stations as may be mutually agreed upon. Metering and measuring devices measuring the gas shall be Company owned and installed in the above mentioned metering and regulating station or adjacent thereto.

Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at any time.

Calibration and Test of Meters - The accuracy of Company's equipment shall be verified by Company at reasonable intervals and if requested, in the presence of representative of Customer, but Company shall not be required to verify the accuracy of such equipment more frequently than twice per year. Should Customer desire tests



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more frequently than twice per year tests will be made at Customer's expense if the gas meters prove accurate within 2%.

Correction of Metering Errors - If, upon any test, any measuring equipment is found to be in error not more than 2%, previous recordings of such equipment shall be considered accurate in computing deliveries hereunder; but such equipment shall be adjusted at once to record accurately. If upon any test, measuring equipment shall be found to be inaccurate by an amount exceeding 2%, at a flow rate corresponding to the average hourly rate of gas flow for the period since the last previous test, recordings of such equipment shall be corrected to zero error for any period which is known or definitely agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for the current billing period only.

Failure of Measuring Equipment - In the event any measuring equipment is out of service, and the volume delivered cannot be determined by meter readings, deliveries through such equipment shall be estimated from such data as may be available including Customer's records.

DELIVERY PRESSURE

The gas supplied hereunder shall be furnished at the point of delivery at 30 pounds per square inch gage. It is mutually understood that in times of emergency and/or high demand that the delivery pressure may fall below 30 pounds per square inch gage.

BILLING AND PAYMENT

Company shall render a bill to Customer each month as close to the end of the calendar month as possible showing the total amount of gas delivered during said month and amount due.

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Payment shall be made within fourteen (14) days after the rendition of above bill. If any bill is not paid within fourteen (14) days following the date of rendition, five per cent (5%) will be added to the charges; provided further, should said bill remain unpaid for a period of thirty (30) days after notice from Company, Company may at its option and without liability therefore suspend service to Customer after having given notice in writing of its intention so to do, but such suspension of supply of gas for such cause shall not discharge or acquit Customer from its obligation or any obligation under this Agreement, nor shall such suspension exclude the right of Company from any remedy which it may have at law or in equity to enforce any of the provisions of this Agreement.

TERM OF SERVICE AGREEMENT:

This Agreement shall be for a period of two (2) years from and after the date of execution hereof, and shall be self-renewing from year to year thereafter for one year periods unless terminated by either party by the giving of written notice to the other thirty (30) days prior to the expiration of the Agreement or within thirty (30) days prior to the expiration of any renewal period.

FORCE MAJEURE:

Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been

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resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Such causes or contingencies affecting the performance under this Agreement by either Company or Customer, however, shall not relieve them or either of them of the use of due diligence to remedy the situation and remove the cause in an adequate manner with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Customer from his obligation to make payments of amounts then due hereunder in respect of gas heretofore delivered.

DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the point of delivery as defined herein or on account of anything which may be done, happen or arise with respect to said gas before such delivery, and Company shall have no responsibility with respect to said gas after its delivery to Customer or on account of anything which may be done, happen or arise with respect to said gas after such delivery.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized officers this _____ day of _____, 195__.

APPROVED
SALES DEPT.
J.R.S.
C.L.W.

"Company" **CHECKED**
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THE UNION LIGHT, HEAT & POWER CO.

By: *Milton J. [Signature]*
Date Executed *April 14, 1957*

FILED "Customer"

THE MIDWEST PIPELINE CO.

PUBLIC SERVICE COMMISSION
By: *E. Carl [Signature]*
Date Executed *4-9-57*

The Union Light, Heat and Power Company
Seventh and Scott Streets
Covington, Kentucky

P. S. C. Ky. No. 2
First Revised Sheet No. 8
Cancelling and Superseding
Original Sheet No. 3

RATE G-8

AVAILABILITY

Available in communities indicated on Sheet 2 of this schedule where distribution mains are adjacent to the premises to be served.

APPLICABILITY

Applicable to gas service required for any purpose by an individual customer on one premises when supplied at one point of delivery.

NET MONTHLY BILL

Computed in accordance with the following charges:

First 600 cubic feet, or less	\$1.10
Next 1 400 cubic feet,	at 7.3¢ per 100 cubic feet
Next 4,000 cubic feet,	at 6.9¢ per 100 cubic feet
Next 44,000 cubic feet,	at 6.4¢ per 100 cubic feet
Next 50,000 cubic feet,	at 6.0¢ per 100 cubic feet
Additional cubic feet,	at 5.6¢ per 100 cubic feet

Minimum. \$1.10 per meter.

When bills are rendered for more than one whole month the number of cubic feet in each block of the rate and the minimum charge shall be multiplied by the number of months in the billing period.

PAYMENT

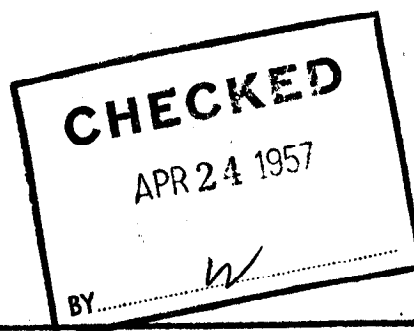
The Net Monthly Bill is payable within fourteen (14) days from date. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% is due and payable.

TERM OF SERVICE

One year, terminable thereafter on ten days' written notice by either Customer or Company.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Service Commission of Kentucky, and to Company's Service Regulations currently effective, as filed with the Public Service Commission of Kentucky, as provided by law.



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PUBLIC SERVICE

COMMISSION February 1, 1957

Issued by Walter C. Beckjord, President