

Union Light Heat & Power Company

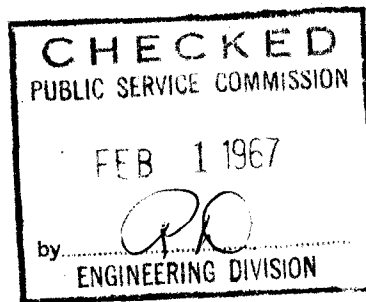
1969 & Before

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

September 19, 1966

The Mid-Valley Pipeline Company
P.O. Box 2388
Longview, Texas



Attention: Mr. E. Earl Read, Vice President

Subject: Rate for winter off-peak gas from November 1,
1966, through March 31, 1967

Gentlemen:

Conditions are such that during the winter period from November 1, 1966, through March 31, 1967, we are in a position to reduce the contract rate for winter off-peak gas 2¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated April 8, 1960, insofar as applicable for the period from November 1, 1966, through March 31, 1967.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

R. E. Bader
R. E. Bader, Supervisor
Industrial & Commercial Div.
Gas Sales

REB:rae

ACCEPTED: THE MID-VALLEY PIPELINE COMPANY

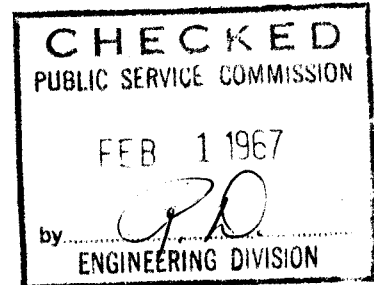
BY: *E. Earl Read* TITLE: Vice President & General Manager

DATE: September 22, 1966

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 19, 1966

The Liberty Cherry & Fruit Co., Inc.
227 West Southern Avenue
Covington, Kentucky



Attention: Mr. George E. Powell, President

Subject: Rate for winter off-peak gas from November 1,
1966, through March 31, 1967

Gentlemen:

Conditions are such that during the winter period from November 1, 1966, through March 31, 1967, we are in a position to reduce the contract rate for winter off-peak gas 2¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated April 15, 1960, insofar as applicable for the period from November 1, 1966, through March 31, 1967.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

R. E. Bader, Supervisor
Industrial & Commercial Div.
Gas Sales

REB:rae

ACCEPTED: THE LIBERTY CHERRY & FRUIT CO., INC.

BY: George E. Powell

TITLE: Exec. VP. Gen. Mgr.

DATE: Sept 20, 1966

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 13, 1965

The Liberty Cherry & Fruit Co., Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. George E. Powell, President

Subject: Rate for winter off-peak gas from November 1,
1965, through March 31, 1966

Gentlemen:

Conditions are such that during the winter period from November 1, 1965, through March 31, 1966, we are in a position to reduce the contract rate for winter off-peak gas 2¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated April 15, 1960, insofar as applicable for the period from November 1, 1965, through March 31, 1966.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

R. E. Bader
R. E. Bader, Supervisor
Industrial & Commercial Div.
Gas Sales

ACCEPTED: The Liberty Cherry & Fruit Co., Inc.

BY: *George E. Powell*

TITLE: *Gen. Mgr*

DATE: *Sept. 15, 1965*

CHECKED PUBLIC SERVICE COMMISSION MAR 4 1966 by <u><i>R.D.</i></u> ENGINEERING DIVISION

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 11, 1964

The Liberty Cherry & Fruit Co., Inc.
227 West Southern Avenue
Covington, Kentucky

Attention: Mr. Edward W. Lange, Chairman Executive Committee

Subject: Gas rate for winter off-peak gas from November 1, 1964, through
March 31, 1965

Gentlemen:

Conditions are such that during the winter period from November 1, 1964, through March 31, 1965, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated April 15, 1960, insofar as applicable for the period from November 1, 1964, through March 31, 1965.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



J. Pietsing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:tr

ACCEPTED: The Liberty Cherry & Fruit Co., Inc.

BY: _____

Edward W. Lange
9/15/64

TITLE: _____

DATE: _____

RECEIVED
SEP 15 1964
Jm

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

March 5, 1964

The Liberty Cherry & Fruit Co., Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Edward W. Lange, Chairman Executive Committee

Subject: Gas rate for summer off-peak gas from April 1, 1964,
through October 31, 1964

Gentlemen:

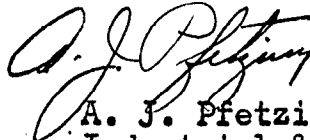
The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1964, through October 31, 1964, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated April 15, 1960, insofar as applicable for the period April 1, 1964, through October 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



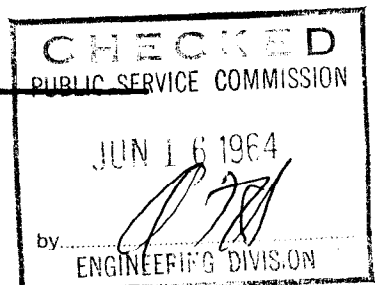
A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:js

ACCEPTED: The Liberty Cherry & Fruit Co., Inc.

BY: Edward W. Lange TITLE: Chairman

DATE: 3/14/64



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

September 12, 1963

The Liberty Cherry & Fruit Co., Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Edward W. Lange, Chairman Executive Committee

Subject: Rate for winter off-peak gas from
November 1, 1963, through March 31, 1964

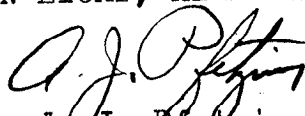
Gentlemen:

Conditions are such that during the winter period from November 1, 1963, through March 31, 1964, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated April 15, 1960, insofar as applicable for the period from November 1, 1963, through March 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

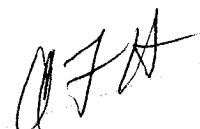
AJP:rae

ACCEPTED: The Liberty Cherry & Fruit Co., Inc.

BY: Ed Lange

TITLE: Chairman

DATE: Oct 17, 1963



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

February 14, 1963

The Liberty Cherry & Fruit Co., Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Edward W. Lange, Chairman Executive Committee

Subject: Gas rate for summer off-peak gas from April 1, 1963,
through October 31, 1963

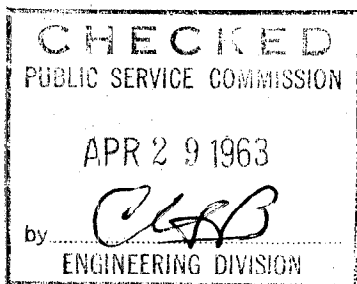
Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

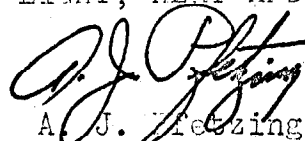
Conditions are such that during the period from April 1, 1963, through October 31, 1963, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated April 15, 1960, insofar as applicable for the period April 1, 1963, through October 31, 1963.

Very truly yours,



THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Freezing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED: THE LIBERTY CHERRY & FRUIT CO., INC.

BY:

Thomas V. Bell

TITLE:

Vice President

DATE:

2-14/63

G A S S E R V I C E C O N T R A C T

LIBERTY CHERRY AND FRUIT COMPANY, INC.

227 W. SOUTHERN AVENUE,

COVINGTON, KENTUCKY

THIS AGREEMENT, made and entered into this 28th day of February, 1963, by and between THE UNION LIGHT, HEAT & POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the Liberty Cherry and Fruit Company, Incorporated a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its plant in Covington, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its plant to the extent of approximately 200 MCF per day and 70,000 MCF per year, subject to normal fluctuations;

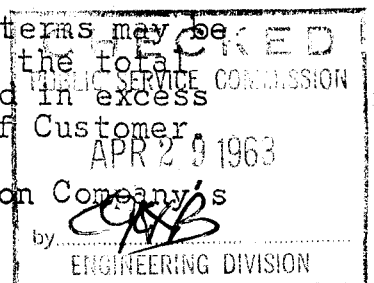
NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's plant located at 227 West Southern Avenue, Covington, Kentucky on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be 30 MCF, subject, however, to be increased as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.



- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier or without operating its peak load manufacturing facilities. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

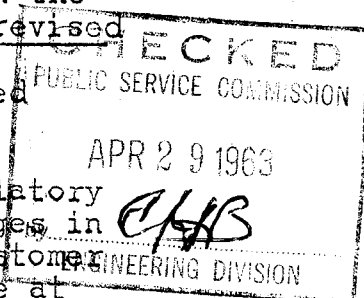
The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for gas service currently in force and effect and contained in the schedule "G-1, effective April 5, 1960, 8th revised sheet No. 4, " on file with the Public Service Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 41¢ per MCF



Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

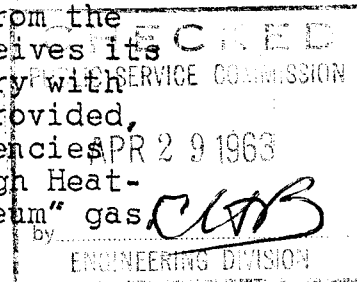
First 50,000 MCF at 40¢ per MCF
Additional MCF at 33¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for any billing period in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a), or any billing period during which curtailment exceeds ten (10) days when curtailment is requested as provided in paragraph 2 (b).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas as produced in Company's plant or plants.



(5) MEASUREMENT:

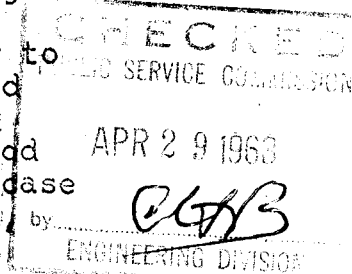
The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (30" Hg) and at a temperature base of 520 degrees absolute (60° F.). In all computations in which atmospheric pressure is a factor, 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.

(6) MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Thirty Eighth St., West of Tibbatts Street or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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.



(7) DELIVERY PRESSURE:

Company will use reasonable effort to deliver gas to the Point of Delivery at a pressure of five (5) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the above-mentioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

(8) BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

(9) TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of February 11, 1963 and shall terminate on October 1st, 1963; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than thirty (30) days prior to the expiration of any renewal period.

(10) 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, wash-outs, 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 resisted in good faith by all reasonable legal

by 
ENGINEERING DIVISION

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.

(11) DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

(12) HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company.

REGISTERED
PUBLIC SERVICE COMMISSION
APR 29 1963
by *CCB*
REGULATING DIVISION

(13) REGULATORY AUTHORITY:

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.

(14) NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

(15) This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND POWER COMPANY, INC.

LIBERTY CHERRY AND FRUIT COMPANY, INCORPORATED

By:

Stanton T. Olinger

By:

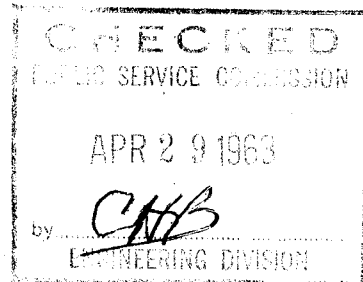
Edward W. Lange

Title: Manager, Gas Sales

Title: _____

Date Executed 2-28-63

Date Executed 2-28-63



RATE G-1

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:

	<u>Base Rate</u>	<u>Purchased Gas Adjustment</u>	<u>Revised Base Rate</u>
First 1,000 cubic feet, or less	\$1.54	4.38¢	\$1.5838
Next 2,000 cubic feet,	at 8.8¢ per 100 cubic feet	.438¢	9.238¢ per 100 cubic feet
Next 7,000 cubic feet,	at 8.6¢ per 100 cubic feet	.438¢	9.038¢ per 100 cubic feet
Next 40,000 cubic feet,	at 7.7¢ per 100 cubic feet	.438¢	8.138¢ per 100 cubic feet
Additional cubic feet,	at 7.4¢ per 100 cubic feet	.438¢	7.838¢ per 100 cubic feet

Minimum: \$1.58 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued pursuant to an Order of the Public Service Commission of Kentucky, dated April 5, 1960 in Case No. 3646-A, superseding schedules made effective September 8, 1959.

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

August 24, 1962

The Liberty Cherry & Fruit Co., Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Edward W. Lange, Chairman Executive Committee

Subject: Rate for winter off-peak gas from November 1, 1962,
through March 31, 1963.

Gentlemen:

Conditions are such that during the winter period from November 1, 1962, through March 31, 1963, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf.

If the above change is acceptable to you will you please sign the original copy of this letter and return it to us. When received by us it will be considered as a temporary modification of our gas contract with you dated April 15, 1960, insofar as applicable for the period from November 1, 1962, through March 31, 1963.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

Accepted: The Liberty Cherry & Fruit Company

By: Edward W. Lange Title: Chairman

Date: 9/17/62

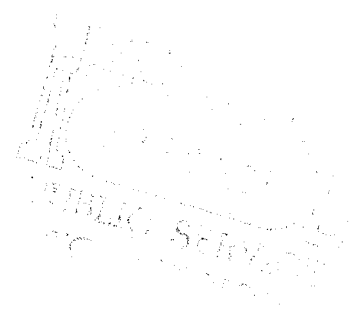
CHECKED
PUBLIC SERVICE COMMISSION
MAR 6 1963
by <u>CAB</u>
ENGINEERING DIVISION

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

April 17, 1962

C. M. TURNER
VICE PRESIDENT



Public Service Commission of Kentucky
Frankfort, Kentucky

Gentlemen:

Attached for filing, in accordance with Rule XI of PSC:Tar-1, Rules Governing Tariffs, are four copies of an amendment, dated March 2, 1962, to the agreement between The Union Light, Heat and Power Company and The Liberty Cherry & Fruit Company, Inc., making temporary adjustments in the price of summer off-peak gas.

Will you please receipt one copy as filed and return for our records.

Very truly yours,

A handwritten signature in cursive script, which appears to read "C. M. Turner", is positioned below the typed name.

CMT:mr

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

March 2, 1962

The Liberty Cherry & Fruit Company, Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Edward W. Lange, Chairman Executive Committee

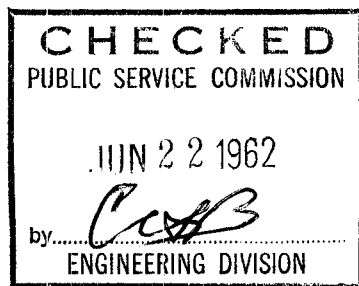
Subject: Gas rate for summer off-peak gas from April 1, 1962,
through October 31, 1962

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF.

Conditions are such that during the period from April 1, 1962, through October 31, 1962, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated April 15, 1960, insofar as applicable for the period April 1, 1962, through October 31, 1962.



Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfezling, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:bec

ACCEPTED: The Liberty Cherry & Fruit Company, Inc.

BY: *Edward W. Lange*

TITLE: *Chairman*

DATE: *March 2, 1962*

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

March 2, 1962

The Liberty Cherry & Fruit Company, Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Edward W. Lange, Chairman Executive Committee

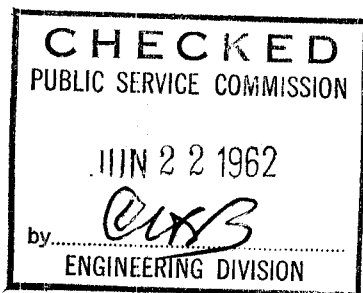
Subject: Gas rate for summer off-peak gas from April 1, 1962,
through October 31, 1962

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF.

Conditions are such that during the period from April 1, 1962, through October 31, 1962, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated April 15, 1960, insofar as applicable for the period April 1, 1962, through October 31, 1962.



Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfezting, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:bec

ACCEPTED: The Liberty Cherry & Fruit Company, Inc.

BY: [Signature]

TITLE: [Signature]

DATE: [Signature]

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

June 2, 1960

Liberty Cherry and Fruit Company, Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Thomas Bell, Sr., President

Gentlemen:

This letter is to cancel and supercede the letter sent you on April 11, 1960, regarding summer and winter off-peak gas.

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month, and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961, to 42¢ per MCF plus escalation for the first 50,000 MCF, and to 40¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated April 15, 1960, insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER CO.

S. T. Olinger
Assistant to the Manager
Gas Sales

STO:gw

ACCEPTED: LIBERTY CHERRY AND FRUIT COMPANY, INC.

BY: Thomas N Bell

TITLE: Ch Executive Comm

DATE: June 6 - 60

RECEIVED
AUG 1 1960
PUBLIC SERVICE
COMMISSION

G A S S E R V I C E C O N T R A C T

LIBERTY CHERRY AND FRUIT COMPANY, INC.

227 W. SOUTHERN AVENUE,

COVINGTON, KENTUCKY

FILED

MAY 17 1960

PUBLIC SERVICE
COMMISSION

THIS AGREEMENT, made and entered into this 15TH day of APRIL, 1960, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the LIBERTY CHERRY AND FRUIT COMPANY, INCORPORATED, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its plant in Covington, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its plant to the extent of approximately 200 MCF per day and 70,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's plant located at 227 West Southern Avenue, Covington, Kentucky, on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be 30 MCF, subject, however, to be increased as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.

- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect for the balance of the term of the contract, or until said Contract Demand is again exceeded. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule "G-1, effective September 8, 1959, by refund" on file with the Public Service Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 45¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 35¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for that month in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

6. MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Thirty Eighth St., West of Tibbatts Street or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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:

Company will use reasonable effort to delivery gas to the Point of Delivery at a pressure of five (5) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the abovementioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 therefor 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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of April 14, 1960 and shall terminate on October 1st, 1961; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than 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 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.

11. DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

12. HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company. Company may require Customer to defend any suits concerning the foregoing, whether justified or not.

13. REGULATORY AUTHORITY:

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 right, jurisdiction, powers or authority conferred upon said Commission by law.

14. NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

15. This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

THE UNION LIGHT, HEAT AND POWER CO.

By: J. R. Delaney

J. R. Delaney, Manager

Date Executed 4-15-60

"CUSTOMER"

LIBERTY CHERRY AND FRUIT COMPANY,
INCORPORATED

By: Thomas H. Bell

Chairman
Executive Committee

Thomas H. Bell, Chairman
Executive Committee

Date Executed Apr 15-60

April 15, 1960

RATE G-1

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 1,000 cubic feet, or less	\$1.54
Next 2,000 cubic feet,	at 8.8c per 100 cubic feet
Next 7,000 cubic feet,	at 8.6c per 100 cubic feet
Next 40,000 cubic feet,	at 7.7c per 100 cubic feet
Additional cubic feet,	at 7.4c per 100 cubic feet
Minimum: \$1.54 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 3646, dated December 9, 1959.

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

April 11, 1960

Liberty Cherry and Fruit Company, Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Thomas Bell, Sr., President

Re: Rate for summer and winter off-peak gas from
April 1, 1960 through March 31, 1961

Gentlemen:

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month, and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961, to 45¢ per MCF plus escalation for the first 50,000 MCF, and to 43¢ per MCF plus escalation for all additional volumes. ✓

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated Apr 15 - 60, insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,

A. J. Pfetzing

A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED: LIBERTY CHERRY AND FRUIT COMPANY, INC.

BY: Thomas H. Bell
Thomas H. Bell

DATE: Apr 15 - 60
April 15, 1960

TITLE: Ch. Executive Comm.
Chairman, Executive Committee

G A S S E R V I C E C O N T R A C T

LIBERTY CHERRY AND FRUIT COMPANY, INC.

227 W. SOUTHERN AVENUE,

COVINGTON, KENTUCKY

FILED

MAY 17 1960

PUBLIC SERVICE
COMMISSION

THIS AGREEMENT, made and entered into this 15TH day of APRIL, 1960, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the LIBERTY CHERRY AND FRUIT COMPANY, INCORPORATED, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its plant in Covington, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its plant to the extent of approximately 200 MCF per day and 70,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's plant located at 227 West Southern Avenue, Covington, Kentucky, on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be 30 MCF, subject, however, to be increased as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.

- (b) Curtailement - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect for the balance of the term of the contract, or until said Contract Demand is again exceeded. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule "G-1, effective September 8, 1959, by refund" on file with the Public Service Commission; copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 45¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 35¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for that month in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

6. MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Thirty Eighth St., West of Tibbatts Street or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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:

Company will use reasonable effort to delivery gas to the Point of Delivery at a pressure of five (5) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the abovementioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of April 14, 1960 and shall terminate on October 1st, 1961; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than 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, wash-outs, 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 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.

11. DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

12. HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company. Company may require Customer to defend any suits concerning the foregoing, whether justified or not.

13. REGULATORY AUTHORITY:

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 right, jurisdiction, powers or authority conferred upon said Commission by law.

14. NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

15. This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

THE UNION LIGHT, HEAT AND POWER CO.

By: J. R. Delaney

J. R. Delaney, Manager

Date Executed 4-15-60

"CUSTOMER"

LIBERTY CHERRY AND FRUIT COMPANY,
INCORPORATED

By: Thomas H. Bell

Chairman
Executive Committee

Thomas H. Bell, Chairman
Executive Committee

Date Executed Apr 15-60

April 15, 1960

RATE G-1

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 1,000 cubic feet, or less	\$1.54
Next 2,000 cubic feet,	at 8.8c per 100 cubic feet
Next 7,000 cubic feet,	at 8.6c per 100 cubic feet
Next 40,000 cubic feet,	at 7.7c per 100 cubic feet
Additional cubic feet,	at 7.4c per 100 cubic feet

Minimum: \$1.54 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 3646, dated December 9, 1959.

THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

April 11, 1960

Liberty Cherry and Fruit Company, Inc.
227 West Southern Avenue
Covington, Kentucky

Attention Mr. Thomas Bell, Sr., President

Re: Rate for summer and winter off-peak gas from
April 1, 1960 through March 31, 1961

Gentlemen:

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month, and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961, to 45¢ per MCF plus escalation for the first 50,000 MCF, and to 43¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated Apr 15 - 60, insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,



A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED: LIBERTY CHERRY AND FRUIT COMPANY, INC.

BY: Thomas H. Bell

Thomas H. Bell

DATE: Apr 15 - 60

April 15, 1960

TITLE: Ch Executive Comm.
Chairman, Executive Committee

SEP 22 1966

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 19, 1966

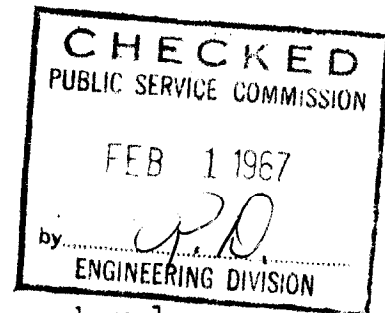
Ashland Oil & Refining Company
32nd Street
Covington, Kentucky

Attention: Mr. R. Yancey

Gentlemen:

Subject: Rate for winter off-peak gas from November 1,
1966, through March 31, 1967

Gentlemen:



Conditions are such that during the winter period from November 1, 1966, through March 31, 1967, we are in a position to reduce the contract rate for winter off-peak gas 2¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated March 10, 1966, insofar as applicable for the period from November 1, 1966, through March 31, 1967.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

R. E. Bader, Supervisor
Industrial & Commercial Div.
Gas Sales

REB:rae

ACCEPTED: Ashland Oil & Refining Company

BY: R. Yancey TITLE: Senior Vice President

DATE: September 30, 1966

G A S S E R V I C E C O N T R A C T

ASHLAND OIL & REFINING COMPANY

COVINGTON, KENTUCKY

THIS AGREEMENT, made and entered into this 10TH day of MARCH, 1966, by and between THE UNION LIGHT, HEAT & POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the ASHLAND OIL & REFINING COMPANY a Company organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its plant in Covington, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its plant to the extent of approximately 200 MCF per day and 50,000 MCF per year, subject to normal fluctuations;

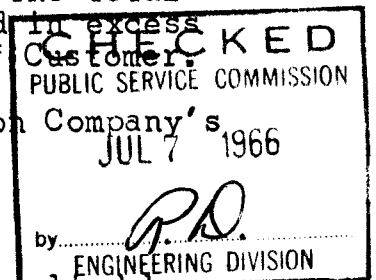
NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's plant located at 32nd and L & N Railroad, Covington, Kenton County, Kentucky on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be zero MCF, subject, however, to be increased as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.



- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier or without operating its peak load manufacturing facilities. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for gas service currently in force and effect and contained in the schedule "G-1, Tenth Revised Sheet #4, effective September 22, 1965" on file with the Public Service Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 41¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 33¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - Customer agrees to pay a minimum monthly bill of 25% of the cost of the Customer's Base Use of gas or \$1,500, whichever is larger, for seven months following the initial meter reading taken on or after April 1, of any year.

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

(6) MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at end of gas service off James Avenue, Covington or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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.

(7) DELIVERY PRESSURE:

Company will use reasonable effort to deliver gas to the Point of Delivery at a pressure of five (5) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the above-mentioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

(8) BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

(9) TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of May 18, 1966 and shall terminate on October 1st, 1967; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than thirty (30) days prior to the expiration of any renewal period.

(10) 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, wash-outs, 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 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.

(11) DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

(12) HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company.

(13) REGULATORY AUTHORITY:

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.

(14) NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

(15) This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND
POWER COMPANY, INC.

ASHLAND OIL & REFINING COMPANY

By: *A. J. Fleming*

By: *R. C. Yancy*

Title: Manager, Gas Sales

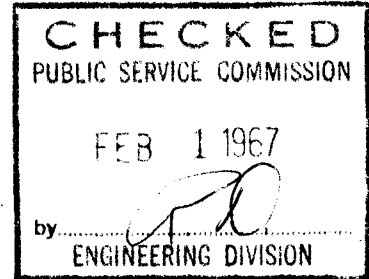
Title: Senior Vice President

Date Executed March 10, 1966

Date Executed March 8, 1966

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 19, 1966



St. Luke Hospital of Campbell County
85 North Grand Avenue
Ft. Thomas, Kentucky

Attention: Mr. R. A. Carvolth, Administrator

Subject: Rate for winter off-peak gas from November 1,
1966, through March 31, 1967


Gentlemen:

Conditions are such that during the winter period from November 1, 1966, through March 31, 1967, we are in a position to reduce the contract rate for winter off-peak gas 2¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated February 26, 1963, insofar as applicable for the period from November 1, 1966, through March 31, 1967.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY


R. E. Bader, Supervisor
Industrial & Commercial Div.
Gas Sales

REB:rae

ACCEPTED: ST. LUKE HOSPITAL OF CAMPBELL COUNTY

BY: 

TITLE: Mr. Carvolth

DATE: 9/20/66

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 13, 1965

St. Lukes Hospital of Campbell County
85 North Grand Avenue
Ft. Thomas, Kentucky

Attention Mr. R. A. Carvolth, Administrator

Subject: Rate for winter off-peak gas from November 1,
1965, through March 31, 1966

Gentlemen:

Conditions are such that during the winter period from November 1, 1965, through March 31, 1966, we are in a position to reduce the contract rate for winter off-peak gas 2¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated ~~February 26, 1963~~, insofar as applicable for the period from November 1, 1965, through March 31, 1966.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

R. E. Bader
R. E. Bader, Supervisor
Industrial & Commercial Div.
Gas Sales

ACCEPTED: St. Lukes Hospital of Campbell County

BY: *R. A. Carvolth*

TITLE: *Exec. Director*

DATE: *9/15/65*

CHECKED PUBLIC SERVICE COMMISSION MAR 4 1966 by <u><i>P.D.</i></u> ENGINEERING DIVISION

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 11, 1964

St. Luke Hospital of Campbell County
85 North Grand Avenue
Ft. Thomas, Kentucky

Attention: Mr. R. A. Carvolth, Administrator

Subject: Gas rate for winter off-peak gas from November 1, 1964 through
March 31, 1965

Gentlemen:

Conditions are such that during the winter period from November 1, 1964, through March 31, 1965, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated February 26, 1963, insofar as applicable for the period from November 1, 1964, through March 31, 1965.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pletzing, Supervisor
Industrial & Commercial Div.
Gas Sales

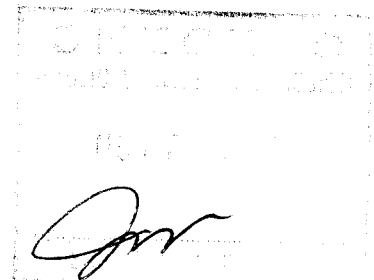
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ACCEPTED: St. Luke Hospital of Campbell County

BY: *R. A. Carvolth*

TITLE: *Exec. Director*

DATE: 9/14/64



RECEIVED

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

MAR 6 1964

March 5, 1964

ST. LUKE HOSPITAL

St. Luke Hospital of Campbell County
85 North Grand Avenue
Ft. Thomas, Kentucky

Attention Mr. R. A. Carvolth, Administrator

Subject: Gas rate for summer off-peak gas from
April 1, 1964, through October 31, 1964

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1964, through October 31, 1964, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated February 26, 1963, insofar as applicable for the period April 1, 1964, through October 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED: RA Carvolth St. Luke Hospital of Campbell County

BY: _____

TITLE: Administrator

DATE: 3/11/64

CHECKED
PUBLIC SERVICE COMMISSION
JUN 16 1964
by: [Signature]
ENGINEERING DIVISION

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

September 12, 1963

RECEIVED

SEP 14 1963

ST. LUKE HOSPITAL

St. Luke Hospital of Campbell County
85 North Grand Avenue
Ft. Thomas, Kentucky

Attention Mr. R. A. Carvolth, Administrator

Subject: Rate for winter off-peak gas from
November 1, 1963, through March 31, 1964

Gentlemen:

Conditions are such that during the winter period from November 1, 1963, through March 31, 1964, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf:

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated February 26, 1963, insofar as applicable for the period from November 1, 1963, through March 31, 1964.

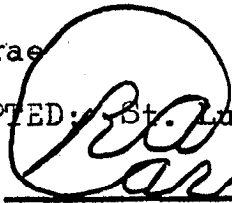
Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED:  St. Luke Hospital of Campbell County

BY:

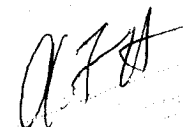


TITLE:



DATE:

9-16-63



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

February 27, 1963

St. Luke Hospital of Campbell County
85 North Grand Avenue
Ft. Thomas, Kentucky

Attention Mr. R. A. Carvolth, Administrator

Subject: Rate for winter off-peak gas from November 1, 1962,
through March 31, 1963

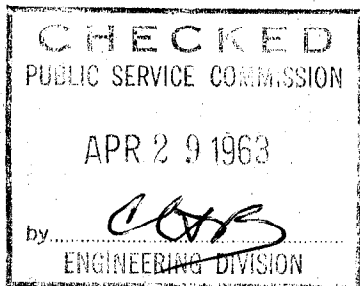
Gentlemen:

Conditions are such that during the winter period from November 1, 1962, through March 31, 1963, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated February 26, 1963, insofar as applicable for the period from November 1, 1962, through March 31, 1963.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pletting, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED: St. Luke Hospital of Campbell County

BY: [signature]

TITLE: Admin.

DATE: 2/28/63

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

February 27, 1963

St. Luke Hospital of Campbell County
85 North Grand Avenue
Ft. Thomas, Kentucky

Attention Mr. R. A. Carvolth, Administrator

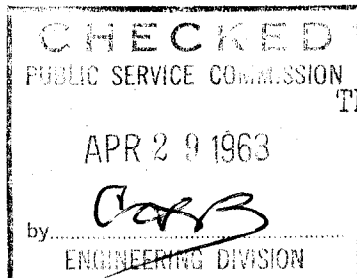
Subject: Gas rate for summer off-peak gas from April 1, 1963,
through October 31, 1963

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1963, through October 31, 1963, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated February 26, 1963, insofar as applicable for the period April 1, 1963, through October 31, 1963.



Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

[Signature]

A. J. Postling, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED *[Signature]* Luke Hospital of Campbell County

BY: *[Signature]*

TITLE: *[Signature]*

DATE: 2/28/63

G A S S E R V I C E C O N T R A C T

ST. LUKE HOSPITAL OF CAMPBELL COUNTY

85 N. Grand Avenue

Fort Thomas, Kentucky

THIS AGREEMENT, made and entered into this 26th day of February, 19 63, by and between THE UNION LIGHT, HEAT & POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the St. Luke Hospital of Campbell County a hospital certified and licensed under the laws of the Commonwealth of Kentucky, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its hospital in Fort Thomas, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its hospital to the extent of approximately 150 MCF per day and 40,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's hospital located at 85 North Grand Avenue, Fort Thomas, Campbell County, Kentucky on the following terms and conditions:

(1) DEFINITIONS:

(a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be one (1) MCF, subject, however, to be increased as provided in paragraph 2 (c) below.

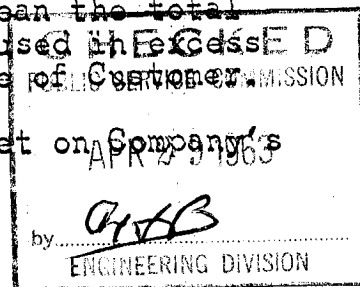
(b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).

(c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.

(d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

(a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.



- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier or without operating its peak load manufacturing facilities. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for gas service currently in force and effect and contained in the schedule "G-1, eighth revised sheet No. 4, effective April 5, 1960," on file with the Public Service Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 41¢ per MCF

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PUBLIC SERVICE COMMISSION	
APR 29 1963	
by	<i>CHB</i>
ENGINEERING DIVISION	

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 33¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for any billing period in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a), or any billing period during which curtailment exceeds ten (10) days when curtailment is requested as provided in paragraph 2 (b).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

APR 29 1963
by *CWB*
ENGINEERING DIVISION

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.

(6) MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at the end of the 3" service off Grand Ave., Ft. Thomas, or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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.

ENGINEERING DIVISION
APR 29 1963
by *CHB*

(7) DELIVERY PRESSURE:

Company will use reasonable effort to deliver gas to the Point of Delivery at a pressure of 7 1/2 pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the above-mentioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

(8) BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

(9) TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of February 11, 1963, and shall terminate on October 1st, 1964; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than thirty (30) days prior to the expiration of any renewal period.

(10) 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, wash-outs, 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 resisted in good faith by all reasonable legal

ENGINEERING SERVICE COMMISSION

APR 29 1963

by CosB
ENGINEERING DIVISION

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.

(11) DIVISION OF RESPONSIBILITY:

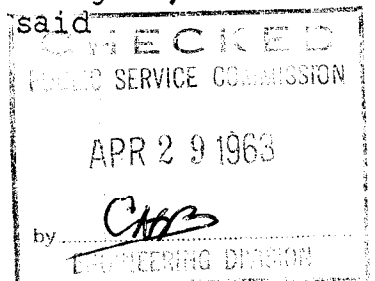
Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery or on account of anything which may be done, happen or arise with respect to said gas before such delivery, and Company shall have no responsibility with respect to said gas after its delivery to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

(12) HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company.

(13) REGULATORY AUTHORITY:

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.



(14) NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

(15) This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersede and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND POWER COMPANY, INC,

ST. LUKE HOSPITAL OF CAMPBELL COUNTY

By:

Stanton T. Olinger
Stanton T. Olinger

By:

Carroll

Title:

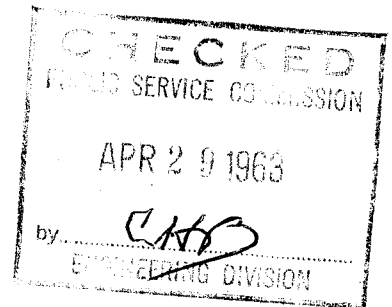
Manager, Gas Sales

Title:

Administrator

Date Executed February 26, 1963

Date Executed February 26, 1963



RATE G-1

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:

	Base Rate	Purchased Gas Adjustment	Revised Base Rate
First 1,000 cubic feet, or less	\$1.54	4.38¢	\$1.5838
Next 2,000 cubic feet,	at 8.8¢ per 100 cubic feet	.438¢	9.238¢ per 100 cubic feet
Next 7,000 cubic feet,	at 8.6¢ per 100 cubic feet	.438¢	9.038¢ per 100 cubic feet
Next 40,000 cubic feet,	at 7.7¢ per 100 cubic feet	.438¢	8.138¢ per 100 cubic feet
Additional cubic feet,	at 7.4¢ per 100 cubic feet	.438¢	7.838¢ per 100 cubic feet

Minimum: \$1.58 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued pursuant to an Order of the Public Service Commission of Kentucky, dated April 5, 1960 in Case No. 3646-A, superseding schedules made effective September 8, 1959.

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 13, 1965.

The Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Read, Vice President

Subject: Rate for winter off-peak gas from November 1,
1965, through March 31, 1966


Gentlemen:

Conditions are such that during the winter period from November 1, 1965, through March 31, 1966, we are in a position to reduce the contract rate for winter off-peak gas 2¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated April 8, 1960, insofar as applicable for the period from November 1, 1965, through March 31, 1966.

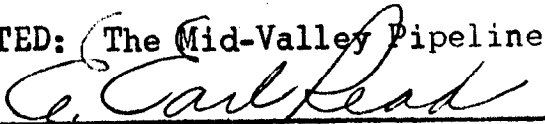
Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY


R. E. Bader, Supervisor
Industrial & Commercial Div.
Gas Sales

ACCEPTED: The Mid-Valley Pipeline Company

BY:

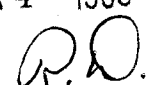


TITLE:

Vice President

DATE:

September 15, 1965

CHECKED PUBLIC SERVICE COMMISSION MAR 4 1966 by  ENGINEERING DIVISION
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THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 13, 1965

Great Lakes Carbon Corporation of Kentucky
P. O. Box 35
Florence, Kentucky

Attention: Mr. Robert Frost, Plant Manager

Subject: Rate for winter off-peak gas from November 1,
1965, through March 31, 1966

Gentlemen:

Conditions are such that during the winter period from November 1, 1965, through March 31, 1966, we are in a position to reduce the contract rate for winter off-peak gas 2¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated January 21, 1963, insofar as applicable for the period from November 1, 1965, through March 31, 1966.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY


R. E. Bader, Supervisor
Industrial & Commercial Div.
Gas Sales

ACCEPTED: Great Lakes Carbon Corporation of Kentucky

BY: R. S. Frost

TITLE: Plant Mgr.

DATE: 9-14-65

CHECKED
PUBLIC SERVICE COMMISSION

MAR 4 1966

by: RD

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 11, 1964

Great Lakes Carbon Corporation of Kentucky
P. O. Box 35
Florence, Kentucky

Attention: Mr. Robert Frost, Plant Manager

Subject: Gas rate for winter off-peak gas from November 1,
1964, through March 31, 1965

Gentlemen:

Conditions are such that during the winter period from November 1, 1964, through March 31, 1965, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated January 21, 1963, insofar as applicable for the period from November 1, 1964, through March 31, 1965.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



R. J. Fetzing, Supervisor
Industrial & Commercial Division
Gas Sales

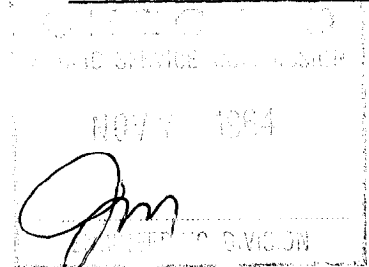
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ACCEPTED: Great Lakes Carbon Corporation of Kentucky

BY: Richard J. Frost

TITLE: Plant Manager

DATE: Sept. 15, 1964



THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

March 5, 1964

ORIG

Great Lakes Carbon Corporation of Kentucky
P. O. Box 35
Florence, Kentucky

Attention: Mr. Everett Hart, Plant Manager

Subject: Gas rate for summer off-peak gas from April 1, 1964, through
October 31, 1964

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1964, through October 31, 1964, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated January 21, 1963, insofar as applicable for the period April 1, 1964, through October 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pfetzing, Supervisor
Industrial & Commercial Division
Gas Sales

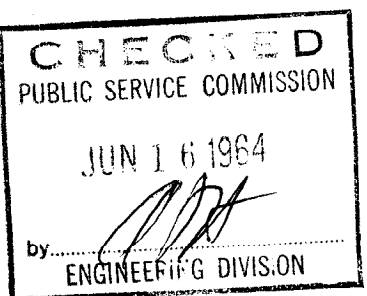
AJP:tr

ACCEPTED: Great Lakes Carbon Corporation of Kentucky

BY: *Everett Hart*

TITLE: *PLANT MANAGER*

DATE: *MARCH 6, 1964*



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

September 12, 1963

Great Lakes Carbon Corporation *OF KENTUCKY*
P. O. Box 35
Florence, Kentucky *cell*

Attention Mr. Everett Hart, Plant Manager

Subject: Rate for winter off-peak gas from
November 1, 1963, through March 31, 1964

Gentlemen:

Conditions are such that during the winter period from November 1, 1963, through March 31, 1964, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf..

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated January 21, 1963, insofar as applicable for the period from November 1, 1963, through March 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



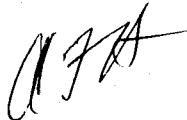
A. J. Puetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED: Great Lakes Carbon Corporation *OF KENTUCKY*

BY: *Everett Hart* TITLE: *PLANT MANAGER.*

DATE: *9-16-63*



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

February 18, 1963

Great Lakes Carbon Corporation
P.O. Box 35
Florence, Kentucky

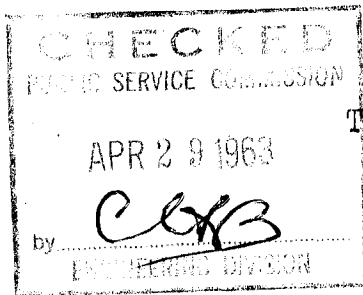
Attention Mr. Everett Hart, Plant Manager

Subject: Rate for winter off-peak gas from November 1, 1962,
through March 31, 1963

Gentlemen:

Conditions are such that during the winter period from November 1, 1962, through March 31, 1963, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf,

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated January 21, 1963, insofar as applicable for the period from November 1, 1962, through March 31, 1963.



Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pielzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED: Great Lakes Carbon Corporation

BY: Everett C. Hart

TITLE: PLANT MANAGER

DATE: 2-19-63

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

February 18, 1963

Great Lakes Carbon Corporation
P. O. Box 35
Florence, Kentucky

Attention Mr. Everett Hart, Plant Manager

Subject: Gas rate for summer off-peak gas from April 1, 1963,
through October 31, 1963

Gentlemen:

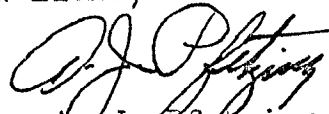
The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1963, through October 31, 1963, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

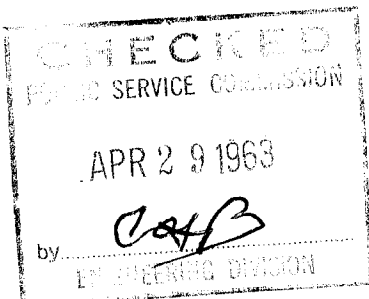
If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated January 21, 1963, insofar as applicable for the period April 1, 1963, through October 31, 1963.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



H. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales



AJP:gw

ACCEPTED: GREAT LAKES CARBON CORPORATION

BY: Everett Hart

TITLE: PLANT MANAGER

DATE: 2-19-63

G A S S E R V I C E C O N T R A C T

G R E A T L A K E S C A R B O N C O R P O R A T I O N O F K E N T U C K Y

I N D U S T R I A L H I G H W A Y

F L O R E N C E , K E N T U C K Y

THIS AGREEMENT, made and entered into this 21st day of January, 1963, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "COMPANY", and the GREAT LAKES CARBON CORPORATION OF KENTUCKY, a corporation organized and existing under the laws of the State of Delaware, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its plant in Florence, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its plant to the extent of approximately 2,500 MCF per day and 250,000 MCF per year, subject to normal fluctuations;

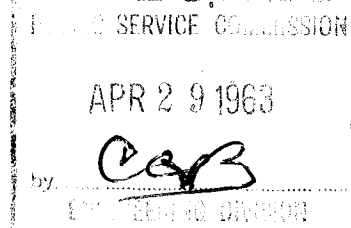
NOW THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's plant located at Industrial Highway, Florence, Kentucky, on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be zero (0) MCF, subject, however, to be increased as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.



- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier or without operating its peak load manufacturing facilities. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

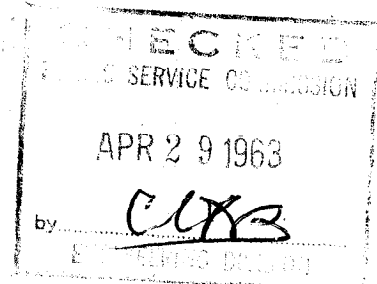
The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for gas service currently in force and effect and contained in the schedule "G-2 effective April 5, 1960," on file with the Public Service Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 41¢ per MCF



Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 33¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for any billing period in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a), or any billing period during which curtailment exceeds ten (10) days when curtailment is requested as provided in paragraph 2 (b).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "high heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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 14.73 pounds per square inch.

APR 29 1963

by

CB

ENGINEERING DIVISION

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.

(6) MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Industrial Highway east of U.S. Route 25, Florence, Kentucky, or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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.

APR 29 1963

by

CSB

SERVICE COMMISSION

(7) DELIVERY PRESSURE:

Company will use reasonable effort to deliver gas to the Point of Delivery at a pressure of five (5) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the above-mentioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

(8) BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

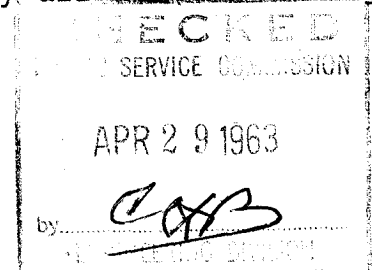
Payment shall be made within fourteen (14) days after the rendition of above bill. If any bill is not paid within fourteen (14) days following the date of rendition, five per cent (5%) will be added to the charges; provided further, should said bill remain unpaid for a period of thirty (30) days after 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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

(9) TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of February 12, 1963, and shall terminate on October 1st, 1964; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than thirty (30) days prior to the expiration of any renewal period.

(10) 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, wash-outs, 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 resisted in good faith by all reasonable legal



means, and any other cause, whether of the kind herein enumerate 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.

(11) DIVISION OF RESPONSIBILITY:

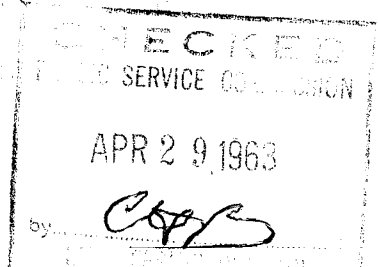
Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery or on account of anything which may be done, happen or arise with respect to said gas before such delivery, and Company shall have no responsibility with respect to said gas after its delivery to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

(12) HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company.

(13) REGULATORY AUTHORITY:

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 right, jurisdiction, powers or authority conferred upon said Commission by law.



(14) NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

(15) This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND POWER CO.

GREAT LAKES CARBON CORPORATION
OF KENTUCKY

By:

Newton C. Wenger

By:

Richard S. Funk *RF*

Title:

Manager, Gas Sales

Title:

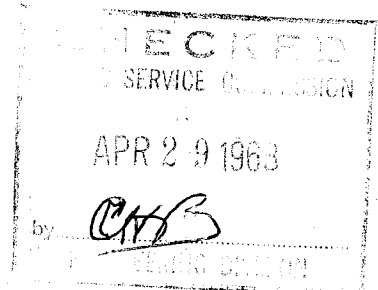
assistant Secretary

Date Executed

February 15, 1963

Date Executed

Jan. 21, 1963



FILED
JUN 20 1962
PUBLIC SERVICE COMMISSION

THIS CONTRACT, made and entered into this 1st day of October, 1962, by and between The Union Light, Heat and Power Company, a corporation organized and existing under the laws of the State of Kentucky, hereinafter called "Company" and the City of Williamstown, Kentucky, hereinafter called "City", by and through its City Council,

WITNESSETH:

WHEREAS, City owns and operates an electric distribution system and requires a supply of electrical energy for the operation of this distribution system in order to supply electricity for light, heat and power purposes, and

WHEREAS, on the 4th day of September, 1962, the council of the City of Williamstown passed Ordinance No. 45 directing the clerk to advertise for bids for a contract to supply said electrical energy to said distribution system, and

WHEREAS, on the 1st day of October, 1962, council passed Ordinance No. 46 accepting the bid of The Union Light, Heat and Power Company, and therein authorized and directed the Mayor to enter into the following contract with the Company for said supply of electrical energy,

NOW, THEREFORE, in consideration of the terms and mutual covenants and agreements hereinafter contained, the parties hereto have mutually agreed and do agree with each other as follows:

CHECKED
PUBLIC SERVICE COMMISSION
MAR 15 1965
by R.D.
ENGINEERING DIVISION

ARTICLE I

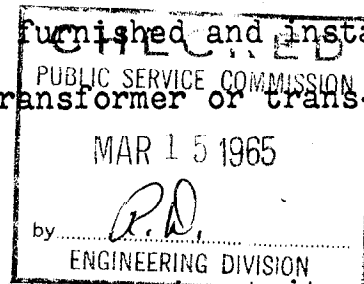
Section 1. This contract shall become effective on the 15th day of October, 1962, and continue in full force and effect for a period of ten (10) years.

ARTICLE II

Section 1. City hereby agrees to purchase and take from Company, and Company hereby agrees to sell, transmit and deliver to City, all the electrical energy necessary to meet the full requirements of City at all times during the term of this contract for the operation of its electric distribution system.

Section 2. Such electrical energy shall be in the form of three phase alternating current, having a frequency of sixty cycles per second at approximately 4157 volts, and shall be delivered by Company and received by City at the secondary terminals of Company's transformer substation which shall be known as the "point of delivery".

Section 3. The electrical energy supplied hereunder shall be measured both as to maximum demand and as to kilowatt-hours by a suitable meter or meters to be furnished and installed by Company on the 4157 volt side of the transformer or transformers.



ARTICLE III

Section 1. Company will install and maintain at its expense a substation adjacent to or within the boundaries of City, which shall contain transformers, switches, metering equipment and appurtenances of size adequate to supply the entire needs of the City.

Section 2. During the continuance of this contract and upon the termination thereof, the title to all transformers, poles, wires, and other equipment used by Company, its successors or assigns, for the transmission of said electrical energy shall be and remain in said Company, its successors or assigns, and all obligations for maintenance or repair thereof shall be and remain in said Company, its successors and assigns.

Section 3. City will install and maintain at its expense all facilities on its side of the point of delivery including such devices as will be necessary to protect its equipment and service.

ARTICLE IV

Section 1. During the term of this contract, City agrees to pay for all electrical energy delivered by Company during the previous month, at the following ~~monthly rates~~ and charges:

Demand Charge:

First 50 kilovolt amperes of billing demand, \$112.50

Next 100 kilovolt amperes of billing demand, \$ 2.00

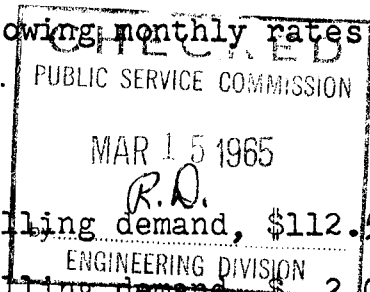
All over 150 kilovolt amperes of billing demand,
\$1.35 per kilovolt ampere

Energy Charge:

First 10,000 kilowatt-hours at 2.00 cents per kilowatt-hour

Next 30,000 kilowatt-hours at 1.50 cents per kilowatt-hour

Next 60 kilowatt-hours per kilovolt ampere of billing demand at 1.00 cents per kilowatt-hour



Energy Charge: (cont'd.)

Next 120 kilowatt-hours per kilovolt ampere of billing demand at 0.85 cents per kilowatt-hour

Additional kilowatt-hours at 0.75 cent per kilowatt-hours

Plus or minus an amount per Kwh. equal to a pro rata portion of any charge or credit to Company's cost of power in the next preceding calendar month due to the application of the fuel adjustment clause in Company's purchase power agreement. The amount of charge or credit per Kwh. will be determined by dividing the total fuel adjustment as billed the Company by the Kwh. sales in the applicable period.

Minimum Bill

The minimum monthly bill for service rendered shall be computed at the above rates, based upon the billing demand and two hundred and forty (240) kilowatt-hours per kilovolt-ampere of such demand.

Section 2. The maximum demand for each month shall be taken as the average number of kilovolt-amperes recorded in the fifteen (15) minute interval in which the consumption of electrical energy is greater than in any other fifteen minute interval in the month.

RECEIVED
PUBLIC SERVICE COMMISSION
MAR 15 1965
R. D.
ENGINEERING DIVISION

Section 3. The billing demand for ^{by} any month shall be not less than seventy per cent (70%) of the highest maximum demand established during the preceding eleven (11) months and not less than one-hundred and fifty (150) kilovolt-amperes.

The term "month" as herein used shall mean the period of approximately thirty (30) days between meter readings as fixed by Company.

Section 4. Company shall, each month, cause said meter or meters to be read and shall render to City a statement of such reading and a bill for the amount due it under this contract for the electrical energy delivered and taken in said month, and City shall pay the same on or before fourteen (14) days after the rendition thereof. In the event of default or non-payment thereof by City for the period of thirty (30) days after the same is due and payable, then and in that event Company shall have the right to suspend the deliveries of electrical energy herein provided for until such time as such defaulted indebtedness, with five per cent (5%) interest thereon for the period of default, shall have been fully paid. It is understood and agreed, however, that such suspension of delivery shall not constitute a breach of this contract by Company, nor work a forfeiture thereof. Any expense Company may incur by reason of such default and suspension of delivery shall be borne by City.

ARTICLE V

Section 1. All meters and metering equipment for billing purposes will be of standard type and manufacture and will be installed and maintained by Company.

Section 2. Company shall make periodic tests of the meter used in measuring the electricity furnished to City, and will also test the meter upon the written request of City. The meter or meters will be tested and if found inaccurate, shall be restored to an accurate condition or a new meter or meters shall be substituted. Any meter tested and found to be regis-

CHECKED
PUBLIC SERVICE COMMISSION
MAR 15 1965
R.D.
ENGINEERING DIVISION

tering not more than two per cent (2%) above or below normal shall be considered to be correct and accurate.

If as a result of any test any meter is found to register in excess of two per cent (2%) either above or below normal, then the registration of electricity for the period of the preceding regular billing month and the part of the month from the last regular meter reading to the date of the test shall be corrected according to the percentage of inaccuracy so found, unless a test was made during this period, then in such case the correction shall be made to the registration of electricity for the period between these tests.

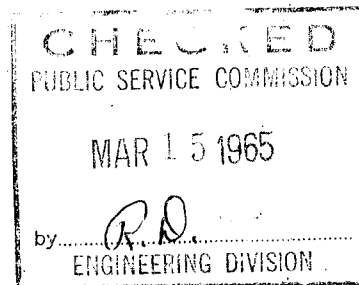
If a test of any meter or meters is made at the request of City with the result that such meter or meters are found to be correct and accurate, as defined above, ~~Company may charge~~ City the expense of such test.

ARTICLE VI

Section 1. It is agreed that ~~Company shall not be held~~ responsible or liable for any loss or damage on account of non-delivery of all or any portion of the electrical energy herein provided for, nor for any deduction or delay in such delivery caused by strikes, fires, civil or military authorities, insurrection or riot, force majeure or any other cause beyond the control of Company; neither shall said Company be held responsible or liable for any deduction or delay in such delivery occasioned by the above enumerated causes.

CHECKED
MAR 15 1965
by R.D.
ENGINEERING DIVISION

City shall save Company harmless from any and all loss, damage or attorney's fees whatsoever which may in any way arise by reason of the delivery of electric energy by City upon or over the streets or buildings of said City or its residences, pursuant to this agreement, and likewise said Company shall save said City free and harmless from any loss, damage or attorney's fees whatsoever, which may in way arise by reason of the delivery of electrical energy by Company, its successors or assigns, to City up to said point of delivery.



ARTICLE VII

Section 1. In order to improve service continuity, Company will, subject to appropriate approvals of any regulatory bodies having jurisdiction, immediately undertake the construction of two new transmission lines as follows:

(a) A 66,000 volt line approximately 1-1/2 miles in length from the Company's substation in Williamstown to the substation of the East Kentucky R.E.C.C. When this line is complete, a second source of supply will be available to Williamstown.

C/N

(b) A new 66,000 volt line from Devon to Williamstown, a distance of some 22 miles.

CHECKED
PUBLIC SERVICE COMMISSION
MAR 15 1965
by *R.D.*

While every effort will be made to construct these lines at the earliest possible dates, the time required for negotiation of rights-of-way is difficult to estimate. The Company expects to have line "A" in service by December, 1962, and line "B" in service by November, 1963.

ARTICLE VIII

Section 1. This contract shall inure to and bind the respective successors and assigns of the parties hereto. It is agreed, however, that in the event of the sale, transfer, consolidation, or merger of Company to or with another Company, the successor thereto shall be bound to carry out and perform all the obligations Company assumed hereunder, and upon any assignment or transfer of this contract by Company, the successor and/or

Accord

the assignee of Company shall, before such assignment or transfer becomes effective, file with the Clerk of Council of the City, a statement in writing that it has become the successor or assignee of Company hereunder and agrees to abide by and fully perform all the terms and conditions of this contract.

IN WITNESS WHEREOF, The Union Light, Heat and Power Company has affixed its name and seal by its duly authorized officers and The City of Williamstown has affixed its name and seal by the Mayor and Clerk on the day and year first above written.

THE UNION LIGHT, HEAT AND POWER COMPANY

By C. M. Turner

ATTEST:

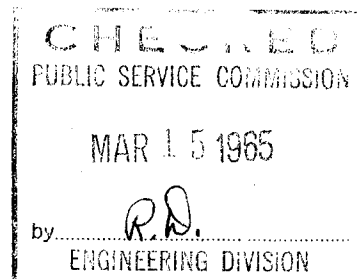
M. J. Doan
Secretary

CITY OF WILLIAMSTOWN, KENTUCKY

By E. R. Vance
Mayor

ATTEST:

W. J. Hicks
Clerk



THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 11, 1964

Acme-Newport Steel Company
Division of Acme Steel Company
9th and Lowell Streets
Newport, Kentucky

Attention Mr. D. M. Pope, Treasurer

Subject: Rate for winter off-peak gas from November 1,
1964, through March 31, 1965

Gentlemen:

Conditions are such that during the winter period from November 1, 1964, through March 31, 1965, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a temporary modification of our gas contract with you dated February 14, 1961, insofar as applicable for the period from November 1, 1964, through March 31, 1965.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

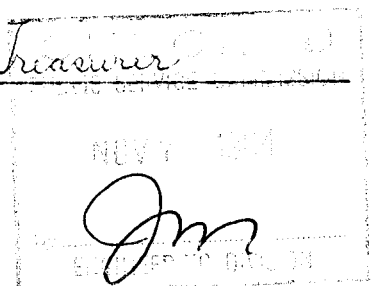
AJP:rae

ACCEPTED: ~~Acme-Newport Steel Company~~

BY: DM Pope

TITLE: Treasurer

DATE: 9/27/64



THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

March 5, 1964

Acme-Newport Steel Company
Division of Acme Steel Company
9th and Lowell Streets
Newport, Kentucky

Attention: Mr. D. M. Pope, Treasurer

Subject: Gas rate for summer off-peak gas from April 1, 1964,
through October 31, 1964

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1964, through October 31, 1964, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated February 14, 1961, insofar as applicable for the period April 1, 1964, through October 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:reg

ACCEPTED: ACME NEWPORT STEEL COMPANY

BY: *D. M. Pope*

TITLE: _____

Treasurer

DATE: March 9, 1964

CHECKED PUBLIC SERVICE COMMISSION
JUN 16 1964
by <u><i>PTA</i></u>
ENGINEERING DIVISION

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

September 12, 1963

Acme-Newport Steel Company
Division of Acme Steel Company
9th and Lowell Streets
Newport, Kentucky

Attention Mr. D. M. Pope, Treasurer

Subject: Rate for winter off-peak gas from
November 1, 1963, through March 31, 1964

Gentlemen:

Conditions are such that during the winter period from November 1, 1963, through March 31, 1964, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated February 14, 1961, insofar as applicable for the period from November 1, 1963, through March 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

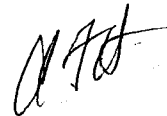
AJP:gw

ACCEPTED: The Acme-Newport Steel Company
Division of Acme Steel Company

BY: 

TITLE: Treasurer

DATE: 9/16/63



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

February 13, 1963

Acme-Newport Steel Company
Division of Acme Steel Company
9th & Lowell Streets
Newport, Kentucky

Attention Mr. D. M. Pope, Treasurer

Subject: Gas rate for summer off-peak gas from April 1, 1963,
through October 31, 1963

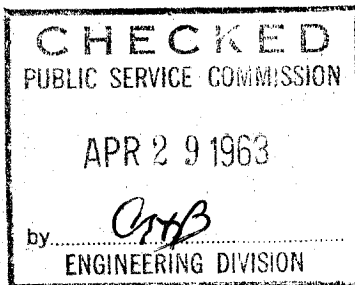
Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1963, through October 31, 1963, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated February 14, 1961, insofar as applicable for the period April 1, 1963, through October 31, 1963.

Very truly yours,



THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pletzing

A. J. Pletzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED: ACME-NEWPORT STEEL COMPANY

BY: *D. M. Pope*

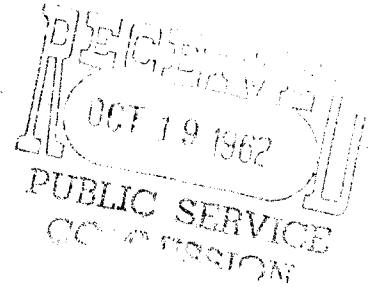
TITLE: Treasurer

DATE: February 15, 1963

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

August 28, 1962



Acme-Newport Steel Company
Division of Acme Steel Company
9th & Lowell Streets
Newport, Kentucky

Attention Mr. D. M. Pope, Treasurer

Subject: Rate for winter off-peak gas from November 1, 1962,
through March 31, 1963.

Gentlemen:

Conditions are such that during the winter period from November 1, 1962, through March 31, 1963, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf.

If the above change is acceptable to you will you please sign the original copy of this letter and return it to us. When received by us it will be considered as a temporary modification of our gas contract with you dated February 14, 1961, insofar as applicable for the period from November 1, 1962, through March 31, 1963.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

A handwritten signature in dark ink, appearing to read "A. J. Pfetzing".

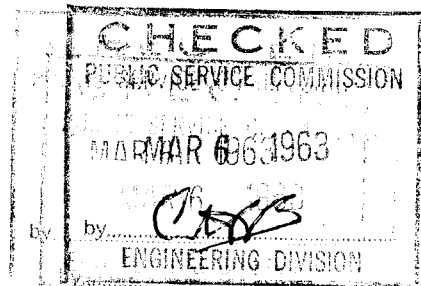
A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

Accepted: Acme-Newport Steel Company
Division of Acme Steel Company

By: DW Pope Title: Treasurer

Date: 8/28/62



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

March 2, 1962

Acme Newport Steel Corporation
9th & Lowell Streets
Newport, Kentucky

Attention Mr. A. P. Miller, President

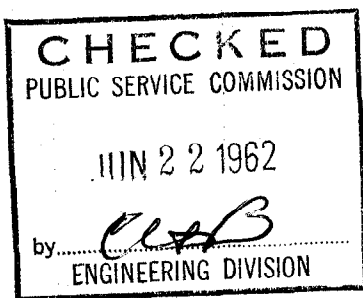
Subject: Gas rate for summer off-peak gas from
April 1, 1962, through October 31, 1962.

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF.

Conditions are such that during the period from April 1, 1962, through October 31, 1962, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated February 14, 1961, insofar as applicable for the period April 1, 1962, through October 31, 1962.



Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

[Signature]

A. J. Pretzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED: Acme Newport Steel Corporation

BY: *[Signature]* TITLE: President

DATE: March 16, 1962

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

March 2, 1962

Acme Newport Steel Corporation
9th & Lowell Streets
Newport, Kentucky

Attention Mr. A. P. Miller, President

Subject: Gas rate for summer off-peak gas from
April 1, 1962, through October 31, 1962.

Gentlemen:

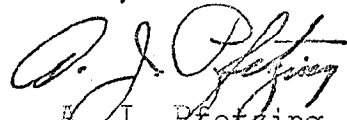
The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF.

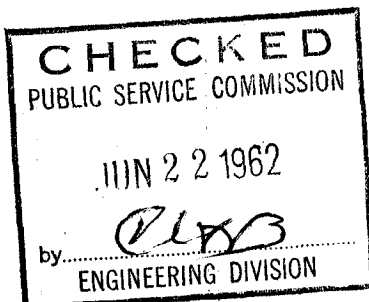
Conditions are such that during the period from April 1, 1962, through October 31, 1962, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated February 14, 1961, insofar as applicable for the period April 1, 1962, through October 31, 1962.

Very truly yours,

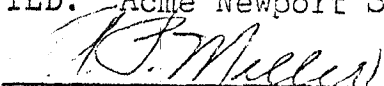
THE UNION LIGHT, HEAT AND POWER COMPANY


A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales



AJP:rae

ACCEPTED: Acme Newport Steel Corporation

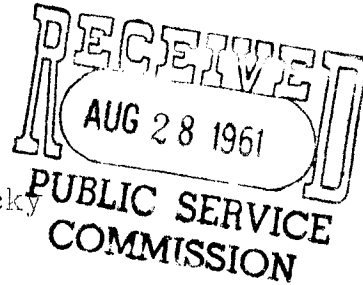
BY:  TITLE: President

DATE: March 16, 1962

**THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY**

August 25, 1961

**C. M. TURNER
VICE PRESIDENT**



Public Service Commission of Kentucky
Frankfort, Kentucky

Gentlemen:

Attached for filing, in accordance with Rule XI of PSC:Tar-1, Rules Governing Tariffs, are four copies of an amendment, dated August 14, 1961, to the agreement for furnishing gas service between Acme-Newport Steel Company and The Union Light, Heat and Power Company dated March 15, 1960, which was filed with the Commission on March 24, 1960, and which was first amended as of January 1, 1961.

Will you please receipt one copy as filed and return for our records.

Very truly yours,

A handwritten signature in cursive script, appearing to read "C. M. Turner".

CMT:mlj

September 1, 1961

The Union Light, Heat and Power Co.
P. O. Box 32
Covington, Kentucky

Attention: Mr. C. M. Turner, Vice President

Gentlemen:

Your amendments to the agreements for furnishing gas service to the Acme-Newport Steel Company and the Sohio Petroleum Company respectively, submitted to this office August 28, 1961, have been received and reviewed by this office.

We are returning attached hereto a copy of the filing for your records.

Yours very truly,

PUBLIC SERVICE COMMISSION OF KENTUCKY

Charles H. Brooks, Rate Analyst

Attachments:

Amendment to agreement with Acme-Newport Steel Company
Amendment to agreement with Sohio Petroleum Company

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

August 14, 1961

FILED

AUG 28 1961

PUBLIC SERVICE
COMMISSION

Acme Newport Steel Corporation
9th & Lowell Streets
Newport, Kentucky

Attention Mr. A. P. Miller, President

Re: Change in Off-Peak Gas Rate

Gentlemen:

Your gas service contract with us, dated March 15, 1960, includes the following rate schedule:

Winter Off-Peak:

First 50,000 Mcf/month @ 47¢/Mcf
Additional Mcf/month @ 45¢/Mcf

Summer Off-Peak:

First 50,000 Mcf/month @ 40¢/Mcf
Additional Mcf/month @ 35¢/Mcf

The above rates are subject to the current escalation.

Conditions are such that we are now in a position to reduce the contract rates on gas used in excess of 50,000 Mcf per month by 4¢ per Mcf during the winter period, and by 2¢ per Mcf during the summer period. With these reductions in effect, the contract rates for gas used in excess of 50,000 Mcf per month will be 41¢ per Mcf during the winter period, November 1 through March 31, and 33¢ per Mcf for the summer period, April 1 through October 31, plus escalation.

These rates will be effective for gas consumed on and after September 1, 1961.

CHECKED

AUG 31 1961

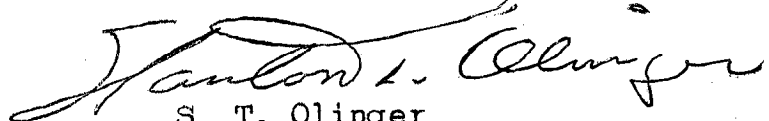
BY

CWB

If the above changes are agreeable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a modification of the contract dated March 15, 1960.

Very truly yours,

THE CINCINNATI GAS & ELECTRIC COMPANY



S. T. Olinger
Manager
Gas Sales

STO:car

ACME-NEWPORT STEEL COMPANY

ACCEPTED: *A. J. Miller*

BY: _____ TITLE: PRESIDENT

DATE: AUGUST 15, 1961

CHECKED
AUG 31 1961
BY *CLB*

March 7, 1961

**Mr. C. M. Turner
Vice President
Union Light, Heat and Power Company
7th and Scott Streets
Covington, Kentucky**

Dear Mr. Turner:

**You will find one receipted copy of the amendment
of your gas service contract with Acme Newport Steele
Company attached hereto.**

Yours very truly,

PUBLIC SERVICE COMMISSION OF KENTUCKY

A. F. Humphries, Engineer

AFH/al

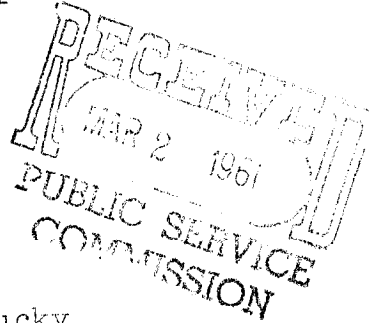
Attachment

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

February 28, 1961

C. M. TURNER
VICE PRESIDENT



Humble

SW 3/2/61

Public Service Commission of Kentucky
Frankfort, Kentucky

Gentlemen:

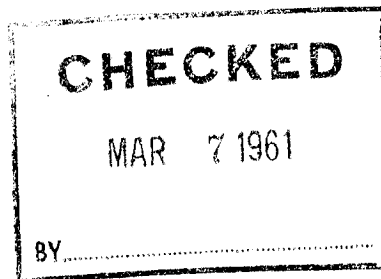
Attached for filing, in accordance with Rule XI of PSC:Tar-1, Rules Governing Tariffs, are four copies of an amendment, dated January 1, 1961, to the agreement for furnishing gas service between Acme-Newport Steel Company and The Union Light, Heat and Power Company dated March 15, 1960, which was filed with the Commission March 24, 1960.

Will you please receipt one copy as filed and return for our records.

Very truly yours,

C. M. Turner

CMT:mlj



AMENDMENT TO GAS SERVICE CONTRACT
BETWEEN THE ACME-NEWPORT STEEL CO.
AND THE UNION LIGHT, HEAT & POWER
COMPANY AS OF JANUARY 1, 1960

WHEREAS: As of the first day of January, 1960, the Union Light, Heat & Power Company and the Acme-Newport Steel Company entered into a Gas Service Contract for the furnishing of natural gas to Acme-Newport Steel Company's plants in Wilder and Newport, Kentucky; and

WHEREAS, the parties desire to modify this Contract;

NOW THEREFORE, the abovementioned Contract is hereby amended as of January 1, 1961, but in the following particulars only:

Effective January 1, 1961, the Contract Demand, as given in Section (1) DEFINITIONS, Sub-Paragraph (a) is hereby cancelled and the following substituted:

(a) Contract Demand shall mean that number of thousand cubic feet of gas which Customer may use daily, pay for under the rate for Base Gas, and which shall not be subject to termination or curtailment except as in Paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be 500 Mcf for the Newport and Wilder plants combined; subject, however, to be changed as provided in Section (2) TERMINATION AND CURTAILMENT, sub-section (c).

Section (2) TERMINATION AND CURTAILMENT - Sub-Sections (b) and (c) and the final paragraph are hereby cancelled and the following paragraph inserted.

CHECKED	
MAR 6 1961	
BY	<i>AJA</i>

(b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, as fast as possible without damage to equipment or product, and shall reduce the rate of Off-Peak gas to zero within fourteen (14) hours of the original notification.

(c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect until exceeded or until changed by mutual consent on January 1, 1962, and November 1st of any year thereafter. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

Section (3) RATE, Sub-Section (a) Base Rate, is hereby cancelled and the following sub-section substituted:

(a) Base Rate - The base rate applicable to Customer Use is 64¢ per Mcf, plus or minus .25¢ per Mcf for each 1¢ per Mcf change in average rate to Company for gas purchased, de-

CHECKED
 MAR 26 1966
 BY *[Signature]*

(a) Base Rate (Continued)

terminated by the application of supplier's currently effective tariff rate and the original tariff rates in effect on April 4, 1960, to (1) Company's most recent billing demand and (2) average monthly volume of gas purchased by Company from its suppliers during the most recent twelve months.

Section (9) TERM OF SERVICE AGREEMENT is hereby cancelled and the following Section substituted:

"The term of this Agreement shall start as of January 1, 1961, and shall terminate on October 1, 1963; 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than thirty (30) days prior to the expiration of any renewal period."

IN WITNESS WHEREOF the parties hereto have executed this Amendment.

THE UNION LIGHT, HEAT AND POWER CO.

By: *Stanton T. Olinger*
Stanton T. Olinger
Date Executed 2/14/61

THE ACME-NEWPORT STEEL COMPANY

By: *A. P. Miller*
A. P. Miller
Date Executed 2/13/61

CHECKED
MAR 6 1961
BY *A.P.M.*

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

June 9, 1960

Acme Newport Steel Company
Ninth and Lowell Streets
Newport, Kentucky

Attention Mr. A. P. Miller, President

Gentlemen:

This letter is to cancel and supercede the letters sent you on March 8, and 10, 1960, regarding summer and winter off-peak gas.

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, and for the period April 1, 1961 to October 31, 1961, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961, to 42¢ per MCF plus escalation for the first 50,000 MCF, and to 40¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated March 15, 1960, insofar as applicable for the period April 1, 1960 through October 31, 1961.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

S. T. Olinger
S. T. Olinger
Assistant to the Manager
Gas Sales

STO:gw

ACCEPTED: ACME NEWPORT STEEL COMPANY

BY: *D. M. Pope*

D. M. Pope

TITLE: Treasurer

DATE: June 10, 1960

June 10, 1960

S. T. Olinger
PUBLIC SERVICE COMMISSION
JUN 14 1960

G A S S E R V I C E C O N T R A C T

The Acme Newport Steel Company

Ninth & Lowell Streets

Newport, Kentucky

FILED

MAR 24 1960

**PUBLIC SERVICE
COMMISSION**

THIS AGREEMENT, made and entered into this 15th day of March, 1960, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and THE ACME NEWPORT STEEL COMPANY, a corporation organized and existing under the laws of the State of Illinois, hereinafter called "Customer", WITNESSETH:

WHEREAS: Customer desires to use gas in its plants in Newport and Wilder, Kentucky, and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its plant to the extent of approximately 8,500 MCF per day and 2,000,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's plants in Newport and Wilder, Kentucky, on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be 75 MCF for the Newport plant and 125 MCF for the Wilder plant, subject, however, to be changed as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination-The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction

- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, as fast as possible without damage to equipment or product, and to reduce the rate of Off-Peak gas to zero within fourteen (14) hours of the original notification.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

The combined Contract Demands of the Wilder and Newport plants shall be considered as a unit during periods of curtailment.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedules "G-1" for Newport plant use and "G-2" for Wilder plant use, effective September 8, 1959 on file with the Public Service Commission, copies of which are attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 45¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 35¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for that month in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

6. MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Customer's present metering locations or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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.

(7) DELIVERY PRESSURE:

Company will use reasonable effort to deliver gas to the Point of Delivery at the pressure now being furnished. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the abovementioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

(8) BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 therefor 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 to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

(9) TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of January 1, 1960 and shall terminate on October 1st, 1961; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than thirty (30) days prior to the expiration of any renewal period.

(10) 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 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, nor to relieve Company or Customer of their obligations to reimburse either party for damage caused from acts within their control.

(11) DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

(12) HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be found to be attributable to the negligence of Company. Company may require Customer to defend jointly any suits concerning the foregoing, whether justified or not.

(13) REGULATORY AUTHORITY:

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.

(14) NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers, may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

(15) This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas delivered before January 1, 1960.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE UNION LIGHT, HEAT AND POWER CO.

By: Milton J. Pfeiffer
Milton J. Pfeiffer *Gen. Mgr.*

Date Executed March 15, 1960
3-15-60

THE ACME NEWPORT STEEL COMPANY

By: A. P. Miller
A. P. Miller

Date Executed 3/15/60
3-15-60

APPROVED
SALES DEPT.
LEGAL FORM
<i>(initials)</i>

RATE G-1

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 1,000 cubic feet, or less	\$1.54
Next 2,000 cubic feet,	at 8.8c per 100 cubic feet
Next 7,000 cubic feet,	at 8.6c per 100 cubic feet
Next 40,000 cubic feet,	at 7.7c per 100 cubic feet
Additional cubic feet,	at 7.4c per 100 cubic feet

Minimum: \$1.54 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 3646, dated December 9, 1959.

RATE G-2

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 1,000 cubic feet, or less	\$1.79
Next 2,000 cubic feet,	at 9.3c per 100 cubic feet
Next 7,000 cubic feet,	at 8.7c per 100 cubic feet
Next 40,000 cubic feet,	at 7.8c per 100 cubic feet
Additional cubic feet,	at 7.4c per 100 cubic feet

Minimum \$1.79 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 3646, dated December 9, 1959.

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

March 8, 1960

The Acme Newport Steel Company
Ninth and Lowell Streets
Newport, Kentucky

Attention Mr. A. P. Miller, Vice-President

Re: Rate for winter and summer off-peak gas from
January 1, 1960 through March 31, 1961.

Gentlemen:

The new gas service contract contains a provision that during the seven (7) summer months period, April 1 to October 1, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month, and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period January 1, 1960 through March 31, 1960, and the following winter period November 1, 1960 through March 31, 1961, to 45¢ per MCF plus escalation for the first 50,000 MCF, and to 43¢ per MCF plus escalation for all additional volumes.

If the above notification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated March 15, 1960 insofar as applicable for the period January 1, 1960 through March 31, 1961.

Very truly yours,

S. T. Olinger
S. T. Olinger, Supervisor
Industrial & Commercial Div.
Gas Sales

STO:gw

ACCEPTED: ACME NEWPORT STEEL COMPANY

BY: *A. P. Miller*

A. P. Miller

TITLE: *President*

President

DATE: *3/15/60*

3-15-60

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

March 10, 1960

The Acme Newport Steel Company
Ninth and Lowell Streets
Newport, Kentucky

Attention Mr. A. P. Miller, Vice-President

Re: Rate for summer off-peak gas from April 1, 1961
to October 1, 1961.

Gentlemen:

The new gas service contract contains a provision that during the seven (7) summer months period, April 1 to October 1, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes.

We hereby agree that for the period from April 1, 1961 to October 1, 1961, we will make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above notification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated ~~September 15, 1960~~ insofar as applicable for the period April 1, 1961 to October 1, 1961.

Very truly yours,

S. T. Olinger
S. T. Olinger, Supervisor
Industrial & Commercial Div.
Gas Sales

STO:gw

ACCEPTED: THE ACME NEWPORT STEEL COMPANY

BY: *A. P. Miller*

TITLE: *President*

DATE: *3/15/60*

March 14, 1958

Mr. C. M. Turner, Vice President
The Union Light, Heat and Power Company
Covington, Kentucky

Dear Mr. Turner:

This will acknowledge receipt of two copies of two special contracts, dated March 6, 1958, between The Union Light, Heat and Power Company and the Acme Newport Steel Company of Newport, Kentucky, covering rates for gas service to that customer's Wilder Plant and Newport Plant, effective as of January 1, 1958.

These contracts have been marked "RECEIVED" by this office as of this date.

Yours very truly,

PUBLIC SERVICE COMMISSION OF KENTUCKY

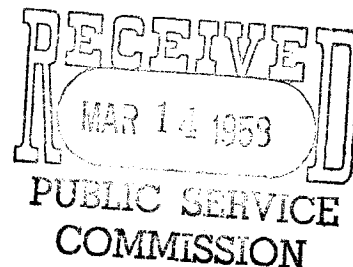
Joseph H. Taylor, Secretary

JHT:vdg

THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

C. M. TURNER
VICE-PRESIDENT

March 13, 1958



Public Service Commission of Kentucky
Frankfort, Kentucky

Gentlemen:

Attached for filing, in accordance with Rule 38 of the Rules and Regulations for the Government of the Construction and Filing of Tariffs of Public Utilities, are two copies of two special contracts, dated March 6, 1958, between The Union Light, Heat and Power Company and the Acme Newport Steel Company of Newport, Kentucky covering rates for gas service to that customer's Wilder Plant and Newport Plant, effective as of January 1, 1958. Attached to each of the contracts is a letter of mutual agreement making a temporary adjustment in the price of winter Off-Peak gas.

These contracts and letters of mutual agreement supersede similar contracts and agreements between this Company and Newport Steel Corporation, predecessor of Acme Newport Steel Company, now on file with the Commission.

Very truly yours,

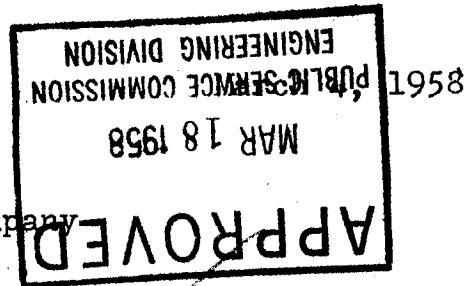
THE UNION LIGHT, HEAT AND POWER CO.

A handwritten signature in cursive script, appearing to read "C. M. Turner".

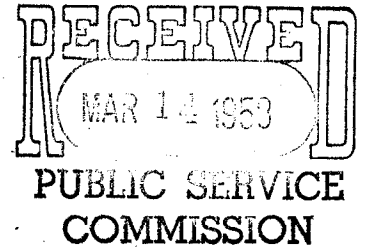
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THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY



The Acme Newport Steel Company
Ninth and Lowell Streets
Newport, Kentucky



Attention: Mr. A. P. Miller, Vice President

Re: Rate for Winter Off Peak Gas from January 1, 1958, through
December 31, 1959 - NEWPORT PLANT

Gentlemen:

The new special gas service contract which we are proposing for the Newport Plant contains a provision that during the seven month summer period April 1 through October 31 the rate is 35¢ per MCF with adjustment for change in the cost of gas and during the five month winter period November 1 through March 31 the rate is 45¢ per MCF with adjustment for change in cost of gas.

Conditions are such that we are able to make a reduction in the rate for the winter off peak gas to 42¢ per MCF with adjustment for the cost of gas for the original two year period of the gas service contract.

If the above notification reducing the rate from 45¢ to 42¢ is agreeable to you will you please sign this original copy and return it to us. When the returned copy of this letter is received by us it will be considered as the modification of your original contract, insofar as applicable only for the period January 1, 1958, through December 31, 1959.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER CO.

S. T. Olinger
S. T. Olinger, Supervisor
Industrial & Commercial Div.
Gas Sales

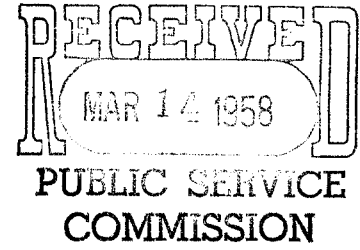
STO/mc

ACCEPTED:

ACME-NEWPORT STEEL COMPANY

BY: *A. P. Miller*
(Name)

Vice President DATE: March 5, 1958
(Title)



G A S S E R V I C E C O N T R A C T

THE ACME NEWPORT STEEL COMPANY

NEWPORT PLANT

NEWPORT, KENTUCKY

THIS AGREEMENT, made and entered into this 16th day of March, 1958, by THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and THE ACME NEWPORT STEEL COMPANY, a corporation organized and existing under the laws of the State of Illinois, hereinafter called "Customer", WITNESSETH:

WHEREAS: Customer desires to use gas in its plant at Newport, Kentucky; and Company is willing to supply such gas; and

WHEREAS: Customer, represents to Company that it anticipates it will make use of gas in its operations at the Newport Plant to the extent of approximately 500 MCF per day and 200,000 MCF per year subject to business fluctuations;

NOW THEREFORE, Customer agrees to purchase and Company agrees to supply Customer's gas requirements under the following terms and conditions.

APPLICABILITY AND CHARACTER OF SERVICE

This Agreement shall apply to all natural gas supplied by Company for Customer's use at its Newport, Kentucky Plant.

Gas supplied under this Agreement may be curtailed either (1) when emergency conditions endanger gas service to Company's domestic customers, (2) when required by order of regulatory authorities having jurisdiction, or (3) when Company determines the supply of gas is insufficient to serve Customer in excess of his Contract Demand as defined in the following section without increasing Company's Billing Demand under the Tariff of its supplier.

CONTRACT DEMAND, BASE USE AND EXCESS USE

The Contract Demand is the daily use of gas to which Customer agrees to reduce his taking upon request of Company in accordance with (3) above, and which Company agrees to deliver in any event except in case of emergency or Commission restriction described in (1) and (2) above.

The Contract Demand initially is 75 MCF. When curtailment is requested by Company, Customer agrees to reduce the rate of its winter off peak consumption to a minimum of fifty (50%) per cent within six (6) hours following notification and to curtail the balance of the winter off peak consumption within fourteen (14) hours of the original notification. Should Customer fail to curtail its off peak load and should it exceed Contract Demand during periods of gas curtailment as outlined in three (3) above, the Contract Demand may be increased at the option of Company by the amount of the overage and the higher Contract Demand shall remain in effect until exceeded or until changed by mutual consent on November 1 of any year.

Customer's Base Use is that gas used during the billing month which is equal to thirty (30) times the Contract Demand.

Customer's Excess Use is that gas used during the billing month which is in excess of the Base Use. Customer may use gas in excess of the Base Use during the winter period November 1 to March 31 inclusive provided such excess usage will be discontinued as outlined above and the total gas usage limited to the Contract Demand upon request of Company. No such limitation will apply during the period April 1 and October 31 except as described in (1) and (2) above.

The combined Contract Demands of the Wilder and Newport plants shall be considered as a unit during periods of curtailment.

RATE

The following three part rate applies:

- (a) Base Rate - The rate applicable to Customer's Base Use is Company's standard rate for gas service in force and effect and contained in the schedule "G-1" on file with the Public Service Commission, a copy of the rate schedule in effect December 31, 1957 being attached hereto and made a part hereof.

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 and Customer hereby agrees to pay for such base gas service at such revised rates.

- (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 Company in the preceding month is

less or more than the commodity portion of the average cost of such gas calculated at supplier's rates in effect January 1, 1950.

(c) Summer Off-Peak Rate - 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 Company in the preceding month is less or more than the commodity portion of the average cost of such gas calculated at supplier's rates in effect January 1, 1950.

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 \$1,500. 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 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.

MEASUREMENT

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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 present metering locations 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.

Meter Tests - All meter tests shall be in accordance with rules issued by the Public Service Commission of the Commonwealth of Kentucky.

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 various points of delivery at the pressures now being furnished and agreed upon. It is mutually understood that in time of emergency and/or high demand the delivery pressures may fall below those agreed upon.

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.

Payment shall be made within fourteen (14) days after 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 or Customer 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 beginning January 1, 1958, 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 at least thirty (30) days prior to the expiration of the Agreement or at least 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

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 for gas heretofore delivered, nor to relieve Company or Customer of their obligations to reimburse either party for damage caused from acts within their control.

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 representatives this 6th day of March, 1958.

"Company"

"Customer"

THE UNION LIGHT, HEAT AND POWER CO.

THE ACME NEWPORT STEEL COMPANY

Date Executed 3/6/58

Date Executed 3/5/58

APPROVED
SALES DEPT.
LEGAL FORM

RATE G-1

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 1,400 cubic feet, or less	\$1.50
Next 1,600 cubic feet,	at 7.8¢ per 100 cubic feet
Next 7,000 cubic feet,	at 7.6¢ per 100 cubic feet
Next 40,000 cubic feet,	at 7.2¢ per 100 cubic feet
Next 50,000 cubic feet,	at 6.7¢ per 100 cubic feet
Additional cubic feet,	at 6.4¢ per 100 cubic feet

Minimum. \$1.50 per meter.

Minus or plus .25¢ per thousand cubic feet for each .25¢ per thousand cubic feet change in the average rate to the Company for gas purchased determined by the application of supplier's currently effective tariff rate and supplier's tariff rate filed with the Federal Power Commission to become effective February 14, 1957 to (1) Company's most recent billing demand and (2) the average monthly volume of gas purchased by company from its supplier during the most recent twelve months.

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% (not less than 10¢) is due and payable.

TERM OF SERVICE

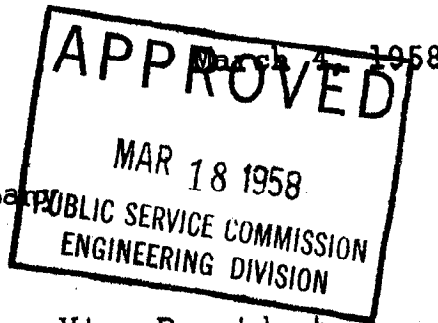
One year, terminable thereafter on ten days' written notice by either Customer or Company.

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.

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY



The Acme Newport Steel Company
Ninth and Lowell Streets
Newport, Kentucky

Attention: Mr. A. P. Miller, Vice President

Re: Rate for Winter Off Peak Gas from January 1, 1958, through
December 31, 1959 - WILDER PLANT

Gentlemen:

The new special gas service contract which we are proposing for the Wilder Plant contains a provision that during the seven month summer period April 1 through October 31 the rate is 35¢ per MCF with adjustment for change in the cost of gas and during the five month winter period November 1 through March 31 the rate is 45¢ per MCF with adjustment for change in cost of gas.

Conditions are such that we are able to make a reduction in the rate for the winter off peak gas to 42¢ per MCF with adjustment for the cost of gas for the original two year period of the gas service contract.

If the above notification reducing the rate from 45¢ to 42¢ is agreeable to you will you please sign this original copy and return it to us. When the returned copy of this letter is received by us it will be considered as the modification of your original contract, insofar as applicable only for the period January 1, 1958, through December 31, 1959.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER CO.

S. T. Olinger
S. T. Olinger, Supervisor
Industrial & Commercial Div.
Gas Sales

STO:aem

ACCEPTED:

ACME-NEWPORT STEEL COMPANY
BY: *A. P. Miller* Vice President DATE: March 5, 1958
(Name) (Title)

RECEIVED
MAR 14 1939
PUBLIC SERVICE
COMMISSION

GAS SERVICE CONTRACT

THE ACME NEWPORT STEEL COMPANY

WILDER PLANT

WILDER, KENTUCKY

THIS AGREEMENT, made and entered into this 6th
day of March, 1958, by and between THE UNION LIGHT,
HEAT AND POWER COMPANY, a corporation organized and existing under
the laws of the Commonwealth of Kentucky, hereinafter called
"Company" and THE ACME NEWPORT STEEL COMPANY, a corporation
organized and existing under the laws of the State of Illinois
hereinafter called "Customer", WITNESSETH:

WHEREAS: Customer desires to use gas at its Wilder
Plant, Wilder, Kentucky, and Company is willing to supply such
gas; and

WHEREAS: Customer, represents to Company that it
anticipates it will make use of gas in its operations at its
Wilder Plant to the extent of approximately 3,000 MCF per day
and 1,000,000 MCF per year, subject to business fluctuations;

NOW THEREFORE, Customer agrees to purchase and Company
agrees to supply Customer's gas requirements under the following
terms and conditions.

APPLICABILITY AND CHARACTER OF SERVICE

This Agreement shall apply to all natural gas supplied
by Company for Customer's use at its Wilder Plant, Wilder, Kentucky.

Gas supplied under this agreement may be curtailed (1)
when emergency conditions endanger gas service to Company's domestic
customers, (2) when required by order of regulatory authorities
having jurisdiction, or (3) when Company determines the supply
of gas is insufficient to serve Customer in excess of his Con-
tract Demand, as defined in the following section, without
increasing Company's Billing Demand under the Tariff of its supplier.

CONTRACT DEMAND, BASE USE AND EXCESS USE

The Contract Demand is the daily use of gas to which Customer agrees to reduce his taking upon request of Company in accordance with (3) above, and which Company agrees to deliver in any event except in case of emergency or Commission restriction described in (1) and (2) above.

The Contract Demand initially is 125 MCF. When curtailment is requested by Company, Customer agrees to reduce the rate of its winter off peak consumption to a minimum of fifty (50%) per cent within six (6) hours following notification and to curtail the balance of the winter off peak consumption within fourteen (14) hours of the original notification. Should Customer fail to curtail its off peak load and should it exceed Contract Demand during periods of gas curtailment as outlined in three (3) above, the Contract Demand may be increased at the option of Company by the amount of the overage and the higher Contract Demand shall remain in effect until exceeded or until changed by mutual consent on November 1 of any year.

Customer's Base Use is that gas used during the billing month which is equal to thirty (30) times the Contract Demand.

Customer's Excess Use is that gas used during the billing month which is in excess of the Base Use. Customer may use gas in excess of the Base Use during the winter period November 1 to March 31 inclusive provided such excess usage will be discontinued as outlined above and the total gas usage limited to the Contract Demand upon request of Company. No such limitation will apply during the period April 1 and October 31 except as described in (1) and (2) above.

The combined Contract Demands of the Wilder and Newport plants shall be considered as a unit during periods of curtailment.

RATE

The following three part rate applies:

- (a) Base Rate - the rate applicable to Customer's base use is Company's standard rate for gas service in force and effect and contained in schedule G-2 on file with the Public Service Commission, a copy of the rate schedule in effect December 31, 1957, being attached hereto and made part hereof.

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 and Customer hereby agrees to pay for such base gas service at such revised rates.

- (b) Winter Off-Peak Rate - the winter off-peak rate applicable to gas used 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 Company in the preceding month is less or more than the commodity portion of the average cost of such gas calculated at supplier's 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 preceding 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.

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.

MEASUREMENT

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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 points of delivery of the gas to be served shall be the outlet of the metering and measuring devices

located at the valve house on the east bank of the Licking River pipeline crossing and the outlet of the metering and regulating devices from the service off Licking Pike.

It is mutually understood that Customer will discontinue taking gas from the Licking Pike point of delivery within the original term of this Contract. If Customer finds it necessary to continue taking gas from the Licking Pike point of delivery beyond the original term of this contract Customer agrees that Company may bill Customer separately at its standard applicable rates for such gas as is delivered through the Licking Pike meters.

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

Meter Tests - All meter tests shall be in accordance with rules issued by the Public Service Commission of the Commonwealth of Kentucky.

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 outlet of the meter for the Open Hearth at fifty (50) psig and for the Strip Mill at fifteen (15) psig. The gas supplied by the meters off Licking Pike shall be supplied at the pressures now being furnished. It is mutually understood that in times of emergency and/or high demand that the delivery pressure may fall below those agreed upon.

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.

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 or Customer 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 beginning January 1, 1958, 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 at least thirty (30) days prior to the expiration of the Agreement or at least 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 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 for gas heretofore delivered, nor to relieve Company or Customer of their obligations to reimburse either party for damage caused from acts within their control.

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 representatives this
6th day of March, 1958.

"Company"

THE UNION LIGHT, HEAT & POWER CO.

By: Milton J. Pfeiffer

Date Executed: 3/6/58

"Customer"

THE ACME NEWPORT STEEL CO.

By: R. B. Keller

Date Executed: 3/5/58

RATE G-2

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 1,400 cubic feet, or less	\$1.75
Next 1,600 cubic feet,	at 8.3¢ per 100 cubic feet
Next 7,000 cubic feet,	at 7.8¢ per 100 cubic feet
Next 40,000 cubic feet,	at 7.3¢ per 100 cubic feet
Next 50,000 cubic feet,	at 6.7¢ per 100 cubic feet
Additional cubic feet,	at 6.4¢ per 100 cubic feet

Minimum. \$1.75 per meter.

Minus or plus .25¢ per thousand cubic feet for each .25¢ per thousand cubic feet change in the average rate to the Company for gas purchased determined by the application of supplier's currently effective tariff rate and supplier's tariff rate filed with the Federal Power Commission to become effective February 14, 1957 to (1) Company's most recent billing demand and (2) the average monthly volume of gas purchased by company from its supplier during the most recent twelve months.

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% (not less than 10¢) 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.

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

September 10, 1964

The Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention: Mr. L. Earl Read, Vice President

Subject: Gas rate for winter off-peak gas from November 1, 1964, through
March 31, 1965

Gentlemen:

Conditions are such that during the winter period from November 1, 1964, through March 31, 1965, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf for the first 600,000 Mcf used per month.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated April 8, 1960, insofar as applicable for the period from November 1, 1964, through March 31, 1965.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

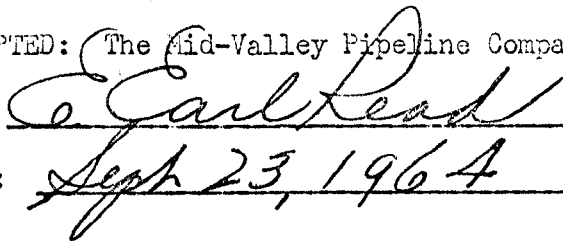


A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP: tr

ACCEPTED: The Mid-Valley Pipeline Company

BY:

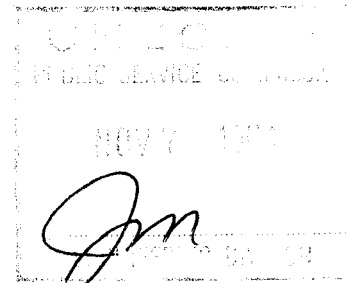


TITLE:

V. Pres

DATE:

Sept 23, 1964



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

March 5, 1964

The Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Read, Vice President

Subject: Gas rate for summer off-peak gas from
April 1, 1964, through October 31, 1964

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1964, through October 31, 1964, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated April 8, 1960, insofar as applicable for the period April 1, 1964, through October 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



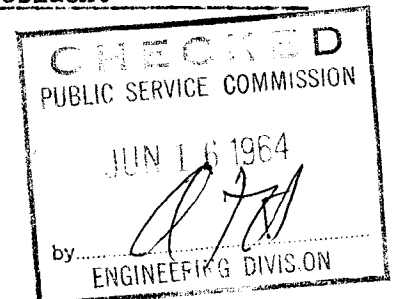
A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED: The Mid-Valley Pipeline Company

BY: E. Earl Read TITLE: Vice President

DATE: 3-13-64



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

September 12, 1963

The Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Read, Vice-President

Subject: Rate for winter off-peak gas from
November 1, 1963, through March 31, 1964

Gentlemen:

Conditions are such that during the winter period from November 1, 1963, through March 31, 1964, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf.

If the above change is acceptable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered as a temporary modification of our gas contract with you dated April 8, 1960, insofar as applicable for the period from November 1, 1963, through March 31, 1964.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY




A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED: The Mid-Valley Pipeline Company

BY: E. Earl Read TITLE: Vice President

DATE: September 16, 1963



THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

April 9, 1963

C. M. TURNER
VICE PRESIDENT

Public Service Commission of Kentucky
Frankfort, Kentucky

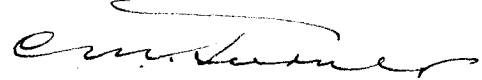
Gentlemen:

The Special contract dated March 23, 1960, between The Union Light, Heat and Power Company and Sohio Petroleum Company of Covington, Kentucky, covering rates for gas service to that customer's plant located at Sohio Drive and Latonia Avenue, which was filed with the Commission on April 8, 1960 in accordance with Rule XI of PSC: Tar-1, Rules Governing Tariffs, has been cancelled as of November 30, 1962.

The Sohio Petroleum Company has ceased operations at this plant.

Will you please receipt one copy as filed and return for our records.

Very truly yours,



CMT:mr

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

February 14, 1963

The Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Read, Vice-President

Subject: Gas rate for summer off-peak gas from April 1, 1963,
through October 31, 1963

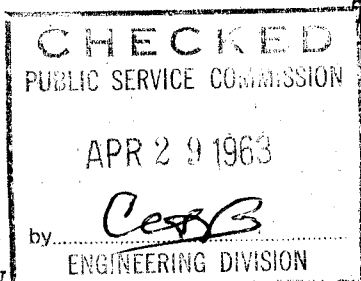
Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1, through October 31, the rate is 40¢ per Mcf plus escalation for the first 50,000 Mcf.

Conditions are such that during the period from April 1, 1963, through October 31, 1963, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per Mcf plus escalation for the first 50,000 Mcf.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated April 8, 1960, insofar as applicable for the period April 1, 1963, through October 31, 1963.

Very truly yours,



THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:gw

ACCEPTED: THE MID-VALLEY PIPELINE COMPANY

BY: *E. Earl Read*

TITLE: Vice President

DATE: February 18, 1963.

G A S S E R V I C E C O N T R A C T

THE MID-VALLEY PIPELINE COMPANY

HEBRON PUMPING STATION

HEBRON, KENTUCKY

THIS AGREEMENT, made and entered into this 20TH day of FEBRUARY, 1963, by and between THE UNION LIGHT, HEAT & POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the Mid-Valley Pipeline Company a corporation organized and existing under the laws of the State of Ohio, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its station in Hebron, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its station to the extent of approximately 400 MCF per day and 150,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's station located at Hebron, Kentucky

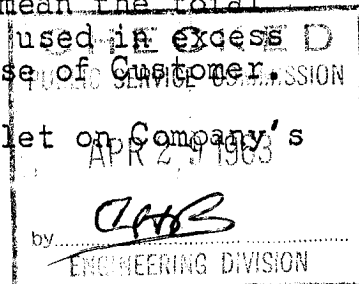
on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be zero (0) MCF, subject, however, to be increased as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas ~~used in excess of~~ of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.



- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier or without operating its peak load manufacturing facilities. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for gas service currently in force and effect and contained in the schedule " G-2, 8th revised sheet No. 5, effective April 5, 1960, " on file with the Public Service Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 41¢ per MCF.

CHECKED
SERVICE COMMISSION
APR 29 1963
by <i>Cobb</i>
ENGINEERING DIVISION

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 33¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for any billing period in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a), or any billing period during which curtailment exceeds ten (10) days when curtailment is requested as provided in paragraph 2 (b).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (30" Hg) and at a temperature base of 520 degrees absolute. In all computations in which atmospheric pressure is a factor, the atmospheric pressure shall be assumed to be 14.4 pounds per square inch.

ED
SERVICE COMMISSION
APR 15 1963
by CHB
ENGINEERING DIVISION

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.

(6) MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Customer's Hebron Pumping Station, Boone County, Kentucky or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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.

APR 29 1963

by

RAHS

ENGINEERING DIVISION

(7) DELIVERY PRESSURE:

Company will use reasonable effort to deliver gas to the Point of Delivery at a pressure of thirty (30) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the above-mentioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

(8) BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 therefor 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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

(9) TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of February 1, 1963 and shall terminate on October 1st, 1963; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than thirty (30) days prior to the expiration of any renewal period.

(10) 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 resisted in good faith by all reasonable legal

APR 29 1963
by CAB
ENGINEERING DIVISION

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.

(11) DIVISION OF RESPONSIBILITY:

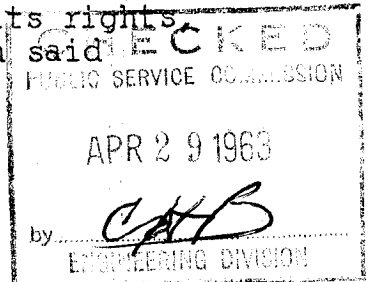
Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery or on account of anything which may be done, happen or arise with respect to said gas before such delivery, and Company shall have no responsibility with respect to said gas after its delivery to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

(12) HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company.

(13) REGULATORY AUTHORITY:

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.



(14) NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

(15) This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND POWER COMPANY, INC.

THE MID-VALLEY PIPELINE COMPANY

By: *Stanton T. Olinger*
Stanton T. Olinger

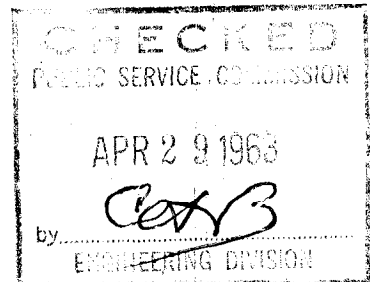
By: *E. Earl Read*
E. Earl Read

Title: Manager Gas Sales

Title: Vice President

Date Executed February 20, 1963

Date Executed February 18, 1963.



RATE G-2

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:

	Base Rate	Purchased Gas Adjustment	Revised Base Rate
First 1,000 cubic feet, or less	\$1.79	4.38¢	\$1.8338
Next 2,000 cubic feet,	at 9.3¢ per 100 cubic feet	.438¢	9.738¢ per 100 cubic feet
Next 7,000 cubic feet,	at 8.7¢ per 100 cubic feet	.438¢	9.138¢ per 100 cubic feet
Next 40,000 cubic feet,	at 7.8¢ per 100 cubic feet	.438¢	8.238¢ per 100 cubic feet
Additional cubic feet,	at 7.4¢ per 100 cubic feet	.438¢	7.838¢ per 100 cubic feet

Minimum: \$1.83 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff affecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities' contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued pursuant to an Order of the Public Service Commission of Kentucky, dated April 5, 1960 in Case No. 3646-A, superseding schedules made effective September 8, 1959.

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

August 24, 1962

The Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Read, Vice-President

Subject: Rate for winter off-peak gas from November 1, 1962,
through March 31, 1963.

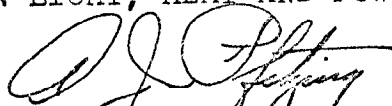
Gentlemen:

Conditions are such that during the winter period from
November 1, 1962, through March 31, 1963, only, we are in a
position to reduce the rate for winter off-peak gas 4¢ per Mcf.

If the above change is acceptable to you will you
please sign the original copy of this letter and return it to
us. When received by us it will be considered as a temporary
modification of our gas contract with you dated April 8, 1960,
insofar as applicable for the period from November 1, 1962,
through March 31, 1963.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



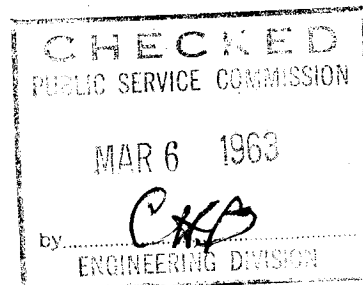
A. J. Pfeizing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

Accepted: The Mid-Valley Pipeline Company

By: E. Earl Read Title: Vice President

Date: August 29, 1962



THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

August 24, 1962

DATE	AUG 27 1962	DATE REC'D
R. E. ...		
D. W. HEIL		
R. B. HUGHES		
K. G. GUZNER		
F. T. LEFOR		
E. N. RICHARDS	✓	✓
M. G. ...		
SHIFT ...		
FILE		
RETURN TO X		

The Sohio Petroleum Company
 Sohio Drive & Latonia Avenue
 Covington, Kentucky

Attention Mr. Donald Heil, General Superintendent

Subject: Rate for winter off-peak gas from November 1, 1962, through March 31, 1963.

Gentlemen:

Conditions are such that during the winter period from November 1, 1962, through March 31, 1963, only, we are in a position to reduce the rate for winter off-peak gas 4¢ per Mcf.

If the above change is acceptable to you will you please sign the original copy of this letter and return it to us. When received by us it will be considered as a temporary modification of our gas contract with you dated March 23, 1960, insofar as applicable for the period from November 1, 1962, through March 31, 1963.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfitzinger

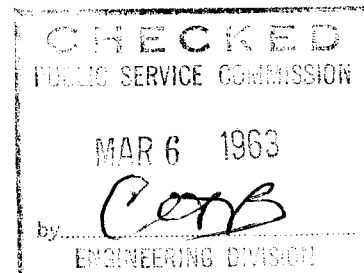
A. J. Pfitzinger, Supervisor
 Industrial & Commercial Div.
 Gas Sales

AJP:rae

Accepted: The Sohio Petroleum Company

By: *Abell* Title: Vice President, Manufacturing

Date: September 5, 1962

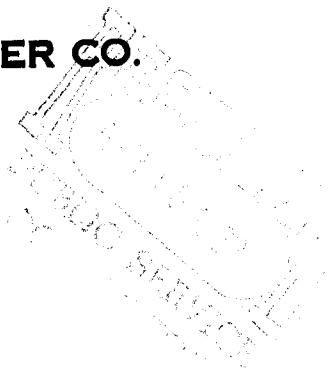


THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

April 17, 1962

C. M. TURNER
VICE PRESIDENT



Public Service Commission of Kentucky
Frankfort, Kentucky

Gentlemen:

Attached for filing, in accordance with Rule XI of PSC:Tar-1, Rules Governing Tariffs, are four copies of an amendment, dated March 2, 1962, to the agreement between The Union Light, Heat and Power Company and The Sohio Petroleum Company, making temporary adjustments in the price of summer off-peak gas.

Will you please receipt one copy as filed and return for our records.

Very truly yours,

CMT:mr

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

March 2, 1962.

The Sohio Petroleum Company
Sohio Drive & Latonia Avenue
Covington, Kentucky

Attention Mr. Donald Heil, ^{GENERAL-SUPERINTENDENT} ~~Plant Manager~~

Subject: Gas rate for summer off-peak gas from
April 1, 1962, through October 31, 1962.

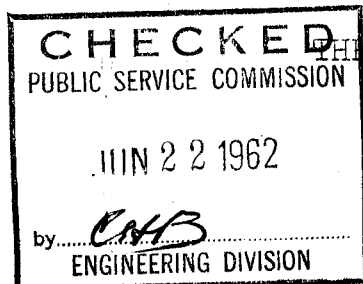
Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF.

Conditions are such that during the period from April 1, 1962, through October 31, 1962, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated March 23, 1960, insofar as applicable for the period April 1, 1962, through October 31, 1962.

Very truly yours,



THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfetzing
A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED: The Sohio Petroleum Company

BY: *A. B. Clarke* TITLE: Vice-President, Manufacturing

DATE: March 16, 1962

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

March 2, 1962.

The Sohio Petroleum Company
Sohio Drive & Latonia Avenue
Covington, Kentucky

Attention Mr. Donald Heil, ^{GENERAL-SUPERINTENDENT} ~~Plant Manager~~

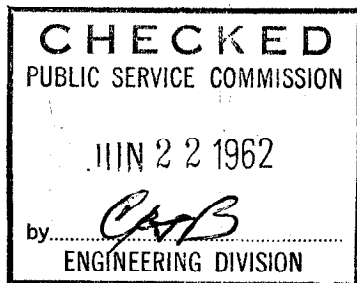
Subject: Gas rate for summer off-peak gas from
April 1, 1962, through October 31, 1962.

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF.

Conditions are such that during the period from April 1, 1962, through October 31, 1962, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated March 23, 1960, insofar as applicable for the period April 1, 1962, through October 31, 1962.



Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfetzing

A. J. Pfetzing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED: The Sohio Petroleum Company

BY: *A. B. Clarke*

TITLE: _____

Vice-President, Manufacturing

DATE: _____

March 16, 1962

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

August 25, 1961

C. M. TURNER
VICE PRESIDENT



Public Service Commission of Kentucky
Frankfort, Kentucky

Gentlemen:

Attached for filing, in accordance with Rule XI of PSC:Tar-1, Rules Governing Tariffs, are four copies of an amendment, dated August 14, 1961, to the agreement between The Union Light, Heat and Power Company and the Sohio Petroleum Company, filed with the Commission April 8, 1960 and first amended June 2, 1960, making adjustments in the price of summer and winter off-peak gas.

Will you please receipt one copy as filed and return for our records.

Very truly yours,

A handwritten signature in cursive script, appearing to read "C. M. Turner".

CMT:mlj

September 1, 1961

The Union Light, Heat and Power Co.
P. O. Box 32
Covington, Kentucky

Attention: Mr. C. M. Turner, Vice President

Gentlemen:

Your amendments to the agreements for furnishing gas service to the Acme-Newport Steel Company and the Sohio Petroleum Company respectively, submitted to this office August 28, 1961, have been received and reviewed by this office.

We are returning attached hereto a copy of the filing for your records.

Yours very truly,

PUBLIC SERVICE COMMISSION OF KENTUCKY

Charles H. Brooks, Rate Analyst

Attachments:

Amendment to agreement with Acme-Newport Steel Company
Amendment to agreement with Sohio Petroleum Company

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

August 14, 1961

Sohio Petroleum Company
Sohio Drive & Latonia Avenue
Covington, Kentucky

Attention Mr. Ray Elo, Plant Manager

Re: Change in Off-Peak Gas Rate

Gentlemen:

Your gas service contract with us, dated March 23, 1960, includes the following rate schedule:

Winter Off-Peak:

First 50,000 Mcf/month @ 47¢/Mcf
Additional Mcf/month @ 45¢/Mcf

Summer Off-Peak:

First 50,000 Mcf/month @ 40¢/Mcf
Additional Mcf/month @ 35¢/Mcf

The above rates are subject to the current escalation.

Conditions are such that we are now in a position to reduce the contract rates on gas used in excess of 50,000 Mcf per month by 4¢ per Mcf during the winter period, and by 2¢ per Mcf during the summer period. With these reductions in effect, the contract rates for gas used in excess of 50,000 Mcf per month will be 41¢ per Mcf during the winter period, November 1 through March 31, and 33¢ per Mcf for the summer period, April 1 through October 31, plus escalation.

These rates will be effective for gas consumed on and after September 1, 1961.

FILED

AUG 28 1961

**PUBLIC SERVICE
COMMISSION**

CHECKED

AUG 31 1961

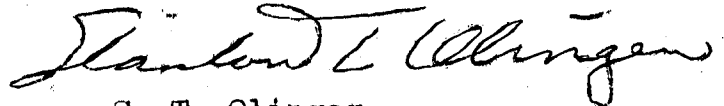
BY

ChB

If the above changes are agreeable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a modification of the contract dated March 23, 1961.

Very truly yours,

THE CINCINNATI GAS & ELECTRIC COMPANY



S. T. Olinger
Manager
Gas Sales

STO:car

ACCEPTED: Solis Petroleum Co
BY: Ray E. [Signature] TITLE: Manager
DATE: Aug 15 1961

CHECKED
AUG 31 1961
BY: [Signature]

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

August 14, 1961

FILED

AUG 28 1961

**PUBLIC SERVICE
COMMISSION**

Sohio Petroleum Company
Sohio Drive & Latonia Avenue
Covington, Kentucky

Attention Mr. Ray Elo, Plant Manager

Re: Change in Off-Peak Gas Rate

Gentlemen:

Your gas service contract with us, dated March 23, 1960, includes the following rate schedule:

Winter Off-Peak:

First 50,000 Mcf/month @ 47¢/Mcf
Additional Mcf/month @ 45¢/Mcf

Summer Off-Peak:

First 50,000 Mcf/month @ 40¢/Mcf
Additional Mcf/month @ 35¢/Mcf

The above rates are subject to the current escalation.

Conditions are such that we are now in a position to reduce the contract rates on gas used in excess of 50,000 Mcf per month by 4¢ per Mcf during the winter period, and by 2¢ per Mcf during the summer period. With these reductions in effect, the contract rates for gas used in excess of 50,000 Mcf per month will be 41¢ per Mcf during the winter period, November 1 through March 31, and 33¢ per Mcf for the summer period, April 1 through October 31, plus escalation.

These rates will be effective for gas consumed on and after September 1, 1961.

CHECKED

AUG 31 1961

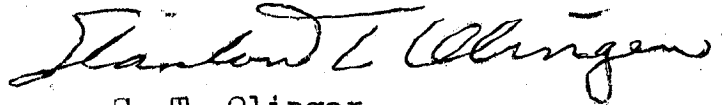
BY

CRB

If the above changes are agreeable to you, will you please sign the original copy of this letter and return it to us. When received by us, it will be considered a modification of the contract dated March 23, 1961.

Very truly yours,

THE CINCINNATI GAS & ELECTRIC COMPANY



S. T. Olinger
Manager
Gas Sales

STO:car

ACCEPTED: Solis Petroleum Co
BY: Ray E TITLE: Manager
DATE: Aug 15 1961

CHECKED
AUG 3 1961
BY CSB

THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

June 2, 1960

Sohio Petroleum Company
Sohio Drive and Latonia Avenue
Covington, Kentucky

Attention: Mr. Ray Elo, Plant Manager

Gentlemen:

This letter is to cancel and supercede the letter sent you on March 23, 1960, regarding summer and winter off-peak gas.

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961 to 42¢ per MCF plus escalation for the first 50,000 MCF, and to 40¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated March 23, 1960, insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

S. T. Olinger
Assistant to the Manager
Gas Sales

STO:lk

ACCEPTED: SOHIO PETROLEUM COMPANY

BY: _____

DATE: _____

TITLE: _____

FILED
AUG-1 1960
PUBLIC SERVICE
COMMISSION

FILED

APR 8 1960

PUBLIC SERVICE
COMMISSION

GAS SERVICE CONTRACT

SOHIO PETROLEUM COMPANY
SOHIO DRIVE AND LATONIA AVENUE
COVINGTON, KENTUCKY

CHECKED

APR 12 1960

BY.....

THIS AGREEMENT, made and entered into this 23rd day of March, 1960, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the Sohio Petroleum Company, a corporation organized and existing under the laws of the State of Ohio, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its plant in Kenton County, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its plant to the extent of approximately 2,400 MCF per day and 750,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's plant located at Sohio Drive and Latonia Avenue, Covington, Kentucky on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be Zero (0) MCF, subject, however, to be increased as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.

- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect for the balance of the term of the contract, or until said Contract Demand is again exceeded. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule "G-2, Effective September 8, 1959" on file with the Public Service Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 45¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 35¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for that month in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

6. MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Winston Avenue at Doris Street, Kenton County or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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:

Company will use reasonable effort to delivery gas to the Point of Delivery at a pressure of thirty (30) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the abovementioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of June 15, 1960 and shall terminate on October 1st, 1961; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than 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, wash-outs, 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 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.

11. DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

12. HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company. Company may require Customer to defend any suits concerning the foregoing, whether justified or not.

13. REGULATORY AUTHORITY:

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.

14. NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

15. This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND POWER COMPANY

SOHIO PETROLEUM COMPANY

By: J. R. Delaney
J. R. Delaney

By: A. B. Clarke
A. B. Clarke,
General Manager of Manufacturing

Date Executed 3-23-60

Date Executed March 23, 1960

RATE G-2

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 1,000 cubic feet, or less	\$1.79
Next 2,000 cubic feet,	at 9.3c per 100 cubic feet
Next 7,000 cubic feet,	at 8.7c per 100 cubic feet
Next 40,000 cubic feet,	at 7.8c per 100 cubic feet
Additional cubic feet,	at 7.4c per 100 cubic feet

Minimum \$1.79 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the basic rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 3646, dated December 9, 1959.

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

March 23, 1960

Sohio Petroleum Company
Sohio Drive and Latonia Avenue
Covington, Kentucky

Attention Mr. Ray Elo, Plant Manager

Re: Rate for summer and winter off-peak gas from
April 1, 1960 through March 31, 1961

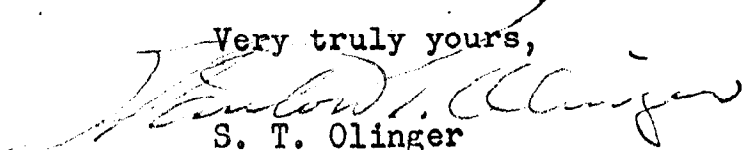
Gentlemen:

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month, and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rates for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961 to 45¢ per MCF plus escalation for the first 50,000 MCF, and to 43¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated ~~March 2, 1960~~ March 2, 1960 insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,


S. T. Olinger
Assistant to the Manager
Gas Sales

STO:gw

ACCEPTED: SOHIO PETROLEUM COMPANY

BY: W. A. Bergen

DATE: 3-25-60

TITLE: OPERATIONS MANAGER
Operations Manager

CHECKED
APR 12 1960
BY.....

FILED

APR 8 1960

**PUBLIC SERVICE
COMMISSION**

G A S S E R V I C E C O N T R A C T

**SOHIO PETROLEUM COMPANY
SOHIO DRIVE AND LATONIA AVENUE
COVINGTON, KENTUCKY**

THIS AGREEMENT, made and entered into this 23rd day of March, 1960, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the Sohio Petroleum Company, a corporation organized and existing under the laws of the State of Ohio, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its plant in Kenton County, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its plant to the extent of approximately 2,400 MCF per day and 750,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's plant located at Sohio Drive and Latonia Avenue, Covington, Kentucky on the following terms and conditions:

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be Zero (0) MCF, subject, however, to be increased as provided in paragraph 2 (c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.

- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect for the balance of the term of the contract, or until said Contract Demand is again exceeded. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule "G-2, Effective September 8, 1959" on file with the Public Service Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 45¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 35¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for that month in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

6. MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Winston Avenue at Doris Street, Kenton County or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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:

Company will use reasonable effort to delivery gas to the Point of Delivery at a pressure of thirty (30) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the abovementioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of June 15, 1960 and shall terminate on October 1st, 1961; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than 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 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.

11. DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

12. HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company. Company may require Customer to defend any suits concerning the foregoing, whether justified or not.

13. REGULATORY AUTHORITY:

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.

14. NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

15. This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND POWER COMPANY

SOHIO PETROLEUM COMPANY

By: J. R. Delaney
J. R. Delaney

By: A. B. Clarke
A. B. Clarke,
General Manager of Manufacturing

Date Executed 3-23-60

Date Executed March 23, 1960

RATE C-2

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 1,000 cubic feet, or less	\$1.79
Next 2,000 cubic feet,	at 9.3c per 100 cubic feet
Next 7,000 cubic feet,	at 8.7c per 100 cubic feet
Next 40,000 cubic feet,	at 7.8c per 100 cubic feet
Additional cubic feet,	at 7.4c per 100 cubic feet
Minimum \$1.79 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 3646, dated December 9, 1959.

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

March 23, 1960

Sohio Petroleum Company
Sohio Drive and Latonia Avenue
Covington, Kentucky

Attention Mr. Ray Elo, Plant Manager

Re: Rate for summer and winter off-peak gas from
April 1, 1960 through March 31, 1961

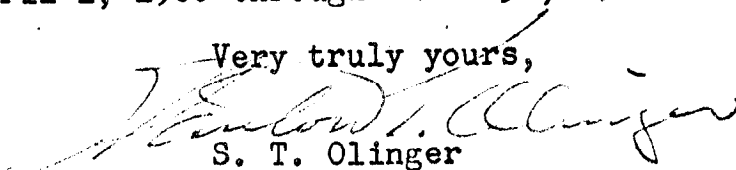
Gentlemen:

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month, and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rates for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961 to 45¢ per MCF plus escalation for the first 50,000 MCF, and to 43¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated ~~January 23, 1960~~ insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,


S. T. Olinger
Assistant to the Manager
Gas Sales

STO:gw

ACCEPTED: SOHIO PETROLEUM COMPANY

BY: 
W. A. Bergen

DATE: 3/25/60

TITLE: OPERATIONS MANAGER
Operations Manager

3-25-60

AMENDMENT TO GAS SERVICE CONTRACT
BETWEEN THE ACME-NEWPORT STEEL CO.
AND THE UNION LIGHT, HEAT & POWER
COMPANY AS OF JANUARY 1, 1960

WHEREAS: As of the first day of January, 1960, the Union Light, Heat & Power Company and the Acme-Newport Steel Company entered into a Gas Service Contract for the furnishing of natural gas to Acme-Newport Steel Company's plants in Wilder and Newport, Kentucky; and

WHEREAS, the parties desire to modify this Contract;

NOW THEREFORE, the abovementioned Contract is hereby amended as of January 1, 1961, but in the following particulars only:

Effective January 1, 1961, the Contract Demand, as given in Section (1) DEFINITIONS, Sub-Paragraph (a) is hereby cancelled and the following substituted:

(a) Contract Demand shall mean that number of thousand cubic feet of gas which Customer may use daily, pay for under the rate for Base Gas, and which shall not be subject to termination or curtailment except as in Paragraph 2 (a) below. It is mutually agreed that the Contract Demand of Customer shall be 500 Mcf for the Newport and Wilder plants combined; subject, however, to be changed as provided in Section (2) TERMINATION AND CURTAILMENT, sub-section (c).

Section (2) TERMINATION AND CURTAILMENT - Sub-Sections (b) and (c) and the final paragraph are hereby cancelled and the following paragraph inserted.

CHECKED
MAR 6 1961
BY *D J H*

- (b) Curtailement - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, as fast as possible without damage to equipment or product, and shall reduce the rate of Off-Peak gas to zero within fourteen (14) hours of the original notification.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect until exceeded or until changed by mutual consent on January 1, 1962, and November 1st of any year thereafter. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

Section (3) RATE, Sub-Section (a) Base Rate, is hereby cancelled and the following sub-section substituted:

- (a) Base Rate - The base rate applicable to Customer's Base Use is 64¢ per Mcf, plus or minus .25¢ per Mcf for each .25¢ per Mcf change in average rate to Company for gas purchased, de-

CHECKED

MAR 6 1961

per

per

(a) Base Rate (Continued)

terminated by the application of supplier's currently effective tariff rate and the original tariff rates in effect on April 4, 1960, to (1) Company's most recent billing demand and (2) average monthly volume of gas purchased by Company from its suppliers during the most recent twelve months.

Section (9) TERM OF SERVICE AGREEMENT is hereby cancelled and the following Section substituted:

"The term of this Agreement shall start as of January 1, 1961, and shall terminate on October 1, 1963; 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than thirty (30) days prior to the expiration of any renewal period."

IN WITNESS WHEREOF the parties hereto have executed this Amendment.

THE UNION LIGHT, HEAT AND POWER CO.

By: *Stanton T. Olinger*
Stanton T. Olinger
Date Executed *2/17/61*

THE ACME-NEWPORT STEEL COMPANY

By: *A. P. Miller*
A. P. Miller
Date Executed *2/13/61*

CHECKED
MAR 6 1961
BY *AJH*

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

June 19, 1962

C. M. TURNER
VICE PRESIDENT



Mr. C. H. Brooks, Rate Analyst
Public Service Commission of Kentucky
Frankfort, Kentucky

Dear Mr. Brooks:

In response to your letter of June 8, 1962 concerning our recent filing of change in rate to interruptible off-peak customers, we submit the following information.

- (1) The Mcf sold to the four contract customers for the year 1961 by months.

<u>Month</u>	<u>Total Off-Peak Gas Sales Mcf</u>
Jan.	86,955
Feb.	107,704
Mar.	105,759
Apr.	185,400
May	206,032
June	210,046
July	257,048
Aug.	258,232
Sept.	219,420
Oct.	180,241
Nov.	193,401
Dec.	<u>199,165</u>
Total	2,209,403

- (2) The revenue received from these customers and the revenue under the proposed rate.

Revenue received in 1961 \$1,080,745.53

Revenue under proposed rate \$1,066,716.70

\$ 14028.83 LESS REVENUE

Mr. C. H. Brooks

-2-

June 19, 1962

(3) The average cost of gas. (to Customers)

Based on revenue received in 1961

48.92¢/Mcf ✓

16.86 Net

Based on revenue under proposed rate

48.28¢/Mcf ✓

16.22 Net

.64¢ less

(4) The cost of purchased gas to Company to supply these customers.

Commodity cost of purchased gas

32.06¢/Mcf

(5) Are there only four off-peak interruptible customers which might qualify for this rate adjustment?

Yes.

If you would like additional information, please let me know.

Very truly yours,

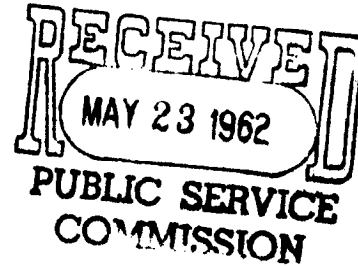


CMT:mr

**THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY**

May 22, 1962

C. M. TURNER
VICE PRESIDENT



Public Service Commission of Kentucky
Frankfort, Kentucky

Attention: Mr. Charles H. Brooks

Gentlemen:

In connection with the filing of amendments to the agreements between The Union Light, Heat and Power Company and the Acme Newport Steel Corporation, the Mid-Valley Pipeline Company, the Sohio Petroleum Company and the Liberty Cherry & Fruit Company, Inc., respectively, we submit the following information:

1. The conditions referred to in the amendment pertain to the ability of the Company to relate its selling price of large volume gas more closely to the commodity portion of its gas cost during the off-peak period in order to meet competitive prices of other fuels which generally are reduced in summer months. This also provides incentive for greater off-peak use, thus improving load factor.
2. The period from April 1 through October 31 is designated as the "Off-peak period" in that no annual demand for billing by Company's suppliers will be established during this period.
3. The adjustment is on a seasonal basis because conditions as stated in 1. above change from year to year.
4. The beneficial effect on purchased gas costs of improved load factor resulting from service to these large industrial users accrues to all customers.

Very truly yours,

A handwritten signature in cursive script, appearing to read "C. M. Turner".

CMT:mr

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

Bl. Brant

April 17, 1962

C. M. TURNER
VICE-PRESIDENT



Public Service Commission of Kentucky
Frankfort, Kentucky

Gentlemen:

Attached for filing, in accordance with Rule XI of PSC:Tar-1, Rules Governing Tariffs, are four copies of an amendment, dated March 2, 1962, to the agreement between The Union Light, Heat and Power Company and the Acme Newport Steel Corporation, making temporary adjustments in the price of summer off-peak gas.

Will you please receipt one copy as filed and return for our records.

Very truly yours,

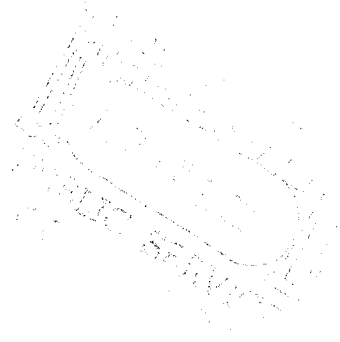
A handwritten signature in cursive script, appearing to read "C. M. Turner".

CMT:mr

THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

April 17, 1962

C. M. TURNER
VICE-PRESIDENT



Public Service Commission of Kentucky
Frankfort, Kentucky

Gentlemen:

Attached for filing, in accordance with Rule XI of PSC:Tar-1, Rules Governing Tariffs, are four copies of an amendment, dated March 2, 1962, to the agreement between The Union Light, Heat and Power Company and The Mid-Valley Pipeline Company, making temporary adjustments in the price of summer off-peak gas.

Will you please receipt one copy as filed and return for our records.

Very truly yours,

A handwritten signature in cursive script, which appears to read "C. M. Turner", is written below the typed name.

CMT:mr

THE UNION LIGHT, HEAT AND POWER COMPANY

COVINGTON, KENTUCKY

March 2, 1962

The Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Read, Vice-President

Subject: Gas rate for summer off-peak gas from
April 1, 1962, through October 31, 1962.

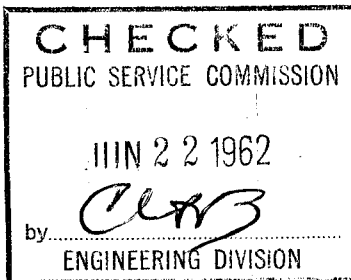
Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF.

Conditions are such that during the period from April 1, 1962, through October 31, 1962, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated April 8, 1960, insofar as applicable for the period April 1, 1962, through October 31, 1962.

Very truly yours,



THE UNION LIGHT, HEAT AND POWER COMPANY

[Signature]

A. J. Pfetsing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED: The Mid-Valley Pipeline Company

BY: *E. Earl Read*

TITLE: _____

Vice President

DATE: _____

March 7, 1962

THE UNION LIGHT, HEAT AND POWER COMPANY
COVINGTON, KENTUCKY

March 2, 1962

The Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Read, Vice-President

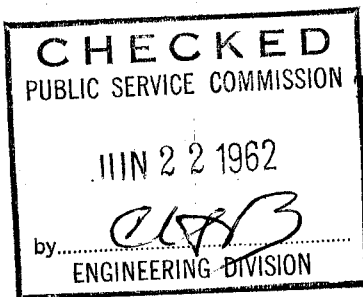
Subject: Gas rate for summer off-peak gas from
April 1, 1962, through October 31, 1962.

Gentlemen:

The gas service contract with your company contains a provision that during the seven (7) month summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF.

Conditions are such that during the period from April 1, 1962, through October 31, 1962, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the return copy of this letter is received by us, it will be considered as a modification of the contract dated April 8, 1960, insofar as applicable for the period April 1, 1962, through October 31, 1962.



Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfetsing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:rae

ACCEPTED: (The Mid-Valley Pipeline Company

BY:

TITLE:

Vice President

DATE:

March 7, 1962

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

September 30, 1958

Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention: Mr. Earl Read, Vice President

Gentlemen:

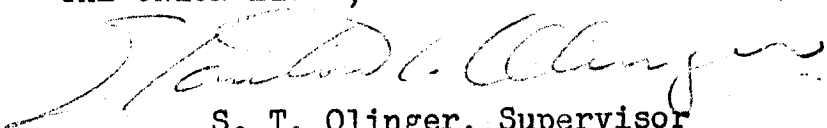
On April 11, 1957, we entered into an agreement with your Company for the sale and delivery of gas on an off peak basis. During the seven month summer period April 1st through October 31st the rate is 35¢ per MCF with adjustment for change in the cost of gas. During the five month winter period November 1st through March 31st the rate is 45¢ per MCF with adjustment for change in cost of gas.

Conditions are such that we are able to make a reduction of the off peak gas rate to 42¢ per MCF with adjustment for cost of gas for the five month winter period November 1, 1958, through March 31, 1959.

If the above notification reducing the rate from 45¢ to 42¢ is agreeable to you will you please sign this original copy and return it to us. When the returned copy of this letter is received by us it will be considered as the modification of your original contract, insofar as applicable only for the period November 1, 1958, through March 31, 1959.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER CO.


S. T. Olinger, Supervisor
Industrial & Commercial Div.
Gas Sales

STO:jh

ACCEPTED:

MID-VALLEY PIPELINE COMPANY

BY: 

Vice-President

DATE: Oct. 3, 1958

RECEIVED
FILED
OCT 27 1958
PUBLIC SERVICE
COMMISSION

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

June 2, 1960

Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention: Mr. E. Earl Reed, Vice President

Gentlemen:

This letter is to cancel and supercede the letter sent you on March 18, 1960, regarding summer and winter off-peak gas.

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961 to 42¢ per MCF plus escalation for the first 50,000 MCF, and to 40¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated April 8, 1960, insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY

S. T. Olinger
Assistant to the Manager
Gas Sales

STO:lk

ACCEPTED: MID-VALLEY PIPELINE COMPANY

BY: E. Earl Reed

DATE: _____

TITLE: _____

Vice President

June 13, 1960

FILED
AUG - 1 1960
PUBLIC SERVICE
COMMISSION

G A S S E R V I C E C O N T R A C T

THE MID-VALLEY PIPELINE COMPANY

HEBRON PUMPING STATION

HEBRON, KENTUCKY

FILED

APR 14 1960

PUBLIC SERVICE
COMMISSION

THIS AGREEMENT, made and entered into this 8TH day of April, 1960, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the MID-VALLEY PIPELINE COMPANY, a corporation organized and existing under the laws of the State of Ohio, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its station in Hebron, Kentucky, and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its station to the extent of approximately 400 MCF per day and 150,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's station located at Hebron, Kentucky, on the following terms and conditions;

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2(a) below. It is mutually agreed that the Contract Demand of Customer shall be -0-MCF, subject however, to be increased as provided in paragraph 2(c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.

- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect for the balance of the term of the contract, or until said Contract Demand is again exceeded. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule " G-2 effective September 8, 1959 " on file with the Public Utilities Commission, copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 45¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 35¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for that month in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

6. MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Customer's Hebron Pumping Station, Boone County, Kentucky or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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:

Company will use reasonable effort to deliver gas to the Point of Delivery at a pressure of thirty (30) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the abovementioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of April 11, 1960 and shall terminate on October 1st, 1961; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than 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, wash-outs, 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 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.

11. DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

12. HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company. Company may require Customer to defend any suits concerning the foregoing, whether justified or not.

13. REGULATORY AUTHORITY:

This Agreement is made in all respects subject to the terms and provisions of The Public Utilities Commission Act of the State of Ohio and acts amendatory thereto, to the jurisdiction and authority of The Public Utilities Commission of the State of Ohio 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.

14. NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

15. This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND POWER CO.

THE MID-VALLEY PIPELINE COMPANY

By: J. R. Delaney
J. R. Delaney

By: E. Earl Read
Vice President - E. Earl Read

Date Executed 4-8-60
4-8-60

Date Executed 3-31-60
3-31-60

WAS

RATE G-2

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 1,000 cubic feet, or less	\$1.79
Next 2,000 cubic feet,	at 9.3c per 100 cubic feet
Next 7,000 cubic feet,	at 8.7c per 100 cubic feet
Next 40,000 cubic feet,	at 7.8c per 100 cubic feet
Additional cubic feet,	at 7.4c per 100 cubic feet
Minimum	\$1.79 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 3646, dated December 9, 1959.

THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

March 18, 1960

Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Reed, Vice President

Re: Rate for summer and winter off-peak gas from
April 1, 1960 through March 31, 1961

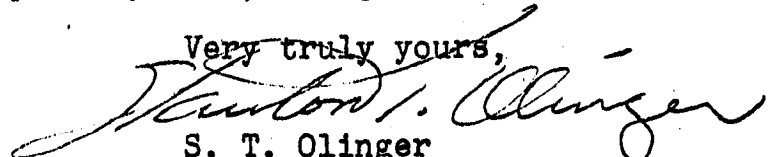
Gentlemen:

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month, and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961, to 45¢ per MCF plus escalation for the first 50,000 MCF, and to 43¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated April 8 1960, insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,



S. T. Olinger
Assistant to the Manager
Gas Sales

STO:gw

ACCEPTED: MID-VALLEY PIPELINE COMPANY

BY: E. Earl Reed
E. Earl Reed

TITLE: Vice President

DATE: 3-31-60
3-31-60

G A S S E R V I C E C O N T R A C T

THE MID-VALLEY PIPELINE COMPANY

HEBRON PUMPING STATION

HEBRON, KENTUCKY

FILED

APR 14 1960

PUBLIC SERVICE
COMMISSION

THIS AGREEMENT, made and entered into this 8TH day of April, 1960, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the MID-VALLEY PIPELINE COMPANY, a corporation organized and existing under the laws of the State of Ohio, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS: Customer desires to use gas in its station in Hebron, Kentucky, and Company is willing to supply such gas; and

WHEREAS: Customer represents to Company that it anticipates it will make use of gas in its manufacturing operations at its station to the extent of approximately 400 MCF per day and 150,000 MCF per year, subject to normal fluctuations;

NOW, THEREFORE, in consideration of their mutual promises, Customer agrees to purchase and pay for and Company agrees to supply Customer's gas requirements of Customer's station located at Hebron, Kentucky, on the following terms and conditions;

(1) DEFINITIONS:

- (a) "Contract Demand" shall mean that number of thousand cubic feet of gas (MCF) which Customer may use daily, pay for under the filed rate, and which shall not be subject to termination or curtailment, except as in paragraph 2(a) below. It is mutually agreed that the Contract Demand of Customer shall be -0-MCF, subject however, to be increased as provided in paragraph 2(c) below.
- (b) "Base Use" shall mean the Contract Demand, as defined above, multiplied by thirty (30).
- (c) "Excess Gas" and "Off-Peak Gas". These terms may be used interchangeably and both shall mean the total number of thousand cubic feet of gas used in excess of the Contract Demand and/or Base Use of Customer.
- (d) "Point of Delivery" shall be the outlet on Company's meter or measuring device.

(2) TERMINATION AND CURTAILMENT:

- (a) Termination - The entire amount of gas supplied hereunder may be curtailed or terminated by Company (1) whenever emergency conditions endanger gas service to Company's residential customers, or (2) whenever Company is ordered to do so by any regulatory authority having jurisdiction.

- (b) Curtailment - Company may request Customer to discontinue its use of Off-Peak gas until further notice whenever in the opinion of Company it can no longer supply Customer with Off-Peak gas without increasing Company's Billing Demand under the tariff of its supplier. Customer shall curtail its usage, as requested by Company, within three (3) hours from the time Customer receives notification of such request.
- (c) Failure to Curtail - Customer agrees that the representatives of Company may enter the premises of Customer at any time for the purpose of reading meters and inspection to ascertain if Customer is complying with the request of curtailment. If Customer should fail to comply with such curtailment request, Company may, at its option, increase the then current Contract Demand by the amount of Off-Peak gas used during any 24 hour period that Customer refuses or fails to curtail its use of Off-Peak gas. Such increase in Contract Demand shall be effective for the next billing period and shall remain in effect for the balance of the term of the contract, or until said Contract Demand is again exceeded. If a request for partial curtailment of Off-Peak gas is made, the Contract Demand shall not be increased by the amount of Off-Peak gas which Customer is permitted to use.

(3) RATE:

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule " G-2 effective September 8, 1959 " on file with the Public Utilities Commission; copy of which is attached hereto and made part hereof.

If during the life of this contract, the regulatory body having jurisdiction shall authorize changes in the filed rate attached to this Agreement, Customer hereby agrees to pay for such base gas service at the higher or lower rates from and after the date when such superseding rates are made effective.

- (b) Winter Off-Peak - 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:

First 50,000 MCF at 47¢ per MCF
Additional MCF at 45¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (c) Summer Off-Peak Rate - 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 Base Use is:

First 50,000 MCF at 40¢ per MCF
Additional MCF at 35¢ per MCF

Plus or minus an adjustment of 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 Company in the preceding month is more or less than the commodity portion of the average cost of such gas calculated at suppliers' rates in effect January 1, 1950.

- (d) Minimum Bill - The minimum monthly bill which customer agrees to pay shall be 25% of the cost of Customer's Base Use gas or \$1,500.00, whichever amount is larger. The minimum bill shall be waived by Company for that month in which Customer complies with a request for curtailment of Customer's Contract Demand as provided in paragraph 2 (a).

(4) 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 with such odorants added as Company may deem necessary, provided, however, that during periods of peak demand or emergencies said natural gas may be augmented and mixed with "High Heating Value" manufactured gas and/or "Liquified Petroleum" gas, as produced in Company's plant or plants.

(5) MEASUREMENT:

The unit of measurement for all gas delivered hereunder shall be that quantity of gas which will occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch (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.

6. MEASURING EQUIPMENT:

- (a) Location - All measuring and metering equipment shall be installed by Company, and shall be and remain the property of Company. Such equipment shall be located at Customer's Hebron Pumping Station, Boone County, Kentucky or at such other locations as may be mutually agreed upon.
- (b) Access to Meters - Both Company and Customer shall have the right of access to meters and measuring equipment at all times.
- (c) 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 more frequently than twice per year, tests will be made at Customer's expense if the gas meters prove accurate within 2%.
- (d) 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 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.
- (e) 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:

Company will use reasonable effort to deliver gas to the Point of Delivery at a pressure of thirty (30) pounds per square inch. It is understood that in times of emergency and/or high demand delivery, pressure may fall below the abovementioned pressure, therefore, nothing herein shall be construed as implying a warranty by Company as to gas pressure.

BILLING AND PAYMENT:

Company shall render a bill to Customer each month in accordance with normal meter reading schedules and billing dates showing the total amount of gas delivered during said month and amount due.

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 case shall not discharge or acquit Customer from its obligation to pay such bill or any obligation under this Agreement, nor shall such suspension exclude Company from any other rights or remedies it may have at law or in equity to enforce any of the provisions of this Agreement.

TERM OF SERVICE AGREEMENT:

The term of this Agreement shall start as of April 11, 1960 and shall terminate on October 1st, 1961; it 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 party not less than thirty (30) days prior to the expiration of the Agreement, or not less than 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 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.

11. DIVISION OF RESPONSIBILITY:

Customer shall have no responsibility with respect to any gas before its delivery at the Point of Delivery 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.

12. HOLD HARMLESS CLAUSE:

Customer agrees to assume, indemnify and save harmless Company from and against any and all liability, loss, costs, attorney fees, or expense of whatever nature or character, arising out of or occasioned by any claim, demand, or suit for damages or other relief, on account of injury to or death of any person or damage to any property, caused by, growing out of, or in any manner attributable to the gas piping on Customer's premises or the use of the gas by Customer, its employees, agents, servants, contractors, invitees or licensees, unless such injury or damage shall be judicially found to be attributable to the sole negligence of Company. Company may require Customer to defend any suits concerning the foregoing, whether justified or not.

13. REGULATORY AUTHORITY:

This Agreement is made in all respects subject to the terms and provisions of The Public Utilities Commission Act of the State of Ohio and acts amendatory thereto, to the jurisdiction and authority of The Public Utilities Commission of the State of Ohio 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.

14. NOTICE:

Any notice required by this Agreement shall be deemed to have been given if given to any officer of the other party. However, specific individuals other than officers may, from time to time, be designated as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

15. This Agreement shall be binding on, and inure to, the successors and assigns of the parties hereto and supersedes and cancels all previous gas service agreements except for obligations incurred by Customer to make payment of amounts due in respect to gas heretofore delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

"COMPANY"

"CUSTOMER"

THE UNION LIGHT, HEAT AND POWER CO.

THE MID-VALLEY PIPELINE COMPANY

By: J. R. Delaney
J. R. Delaney

By: E. Earl Read
Vice President - E. Earl Read

Date Executed 4-8-60
4-8-60

Date Executed 3-31-60
3-31-60

5032

RATE G-2

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 1,000 cubic feet, or less	\$1.79
Next 2,000 cubic feet,	at 9.3c per 100 cubic feet
Next 7,000 cubic feet,	at 8.7c per 100 cubic feet
Next 40,000 cubic feet,	at 7.8c per 100 cubic feet
Additional cubic feet,	at 7.4c per 100 cubic feet

Minimum \$1.79 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.

PURCHASED GAS ADJUSTMENT

The rates authorized herein are based upon the wholesale cost of gas to the Applicant as computed upon rates of its wholesale suppliers then currently in effect under Federal Power Commission tariffs for interstate business or under wholesale tariffs of this Commission. For the purpose of this purchased gas adjustment clause, these rates shall be considered as the base rate for purchased gas. In the event there is any change in this base rate, either increase or decrease, the Applicant shall within thirty days from the time it receives notice of the proposed change file with this Commission the following information:

- (1) A copy of the Federal Power Commission tariff effecting the change in the base rates and a statement relative to the effective date of such proposed change.
- (2) A statement setting out the details of gas purchased under the provisions of the base rate for the previous twelve months showing billing under the base rate and under the proposed revised rate applicable to this service.
- (3) A balance sheet as of the end of the twelve months period and a statement of operating expenses and revenues in the same detail as reported to this Commission in the Utility's Annual Report.
- (4) A forecast showing the estimated gas purchases from all of the utilities contract suppliers for the next twelve months period together with an estimate of the cost thereof.
- (5) Such other information as this Commission may request for a proper determination of the purchased gas adjustment.

Upon receipt of this information this Commission will review the effect of the revised base rate on the operations of the Applicant and will prior to the effective date of the revised base rate, but not less than thirty days from the date of the filing of the above prescribed information, issue its order setting out the purchased gas adjustment that the utility shall apply to its rates and/or such refunds as may be proper.

The maximum amount of the adjustment so prescribed shall not produce revenue adjustments based upon the actual preceding twelve months period, greater than the difference between the purchased gas billed at the then existing rates and the purchased gas billed at the revised rate.

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.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 3646, dated December 9, 1959.

THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

March 18, 1960

Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention Mr. E. Earl Reed, Vice President

Re: Rate for summer and winter off-peak gas from
April 1, 1960 through March 31, 1961

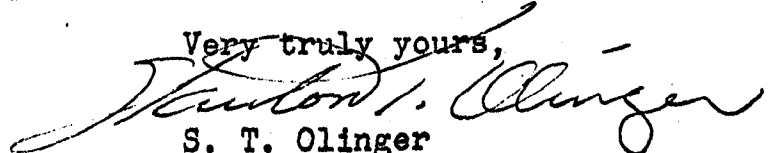
Gentlemen:

The gas service contract with your Company contains a provision that during the seven (7) months summer period, April 1 through October 31, the rate is 40¢ per MCF plus escalation for the first 50,000 MCF, and 35¢ per MCF plus escalation for all additional volumes. It also provides that during the five (5) months winter period, November 1 through March 31, that the rate is 47¢ per MCF plus escalation for the first 50,000 MCF per month, and 45¢ per MCF plus escalation for all additional volumes.

Conditions are such that for the period from April 1, 1960 through October 31, 1960, we are able to make a reduction in the rate for summer off-peak gas to 38¢ per MCF plus escalation for the first 50,000 MCF. Also, we will be able to make a reduction in the rate for the winter period, November 1, 1960 through March 31, 1961, to 45¢ per MCF plus escalation for the first 50,000 MCF, and to 43¢ per MCF plus escalation for all additional volumes.

If the above modification is agreeable to you, will you please sign this original copy and return it to us. When the returned copy of this letter is received by us, it will be considered as a modification of the contract dated April 8 1960, insofar as applicable for the period April 1, 1960 through March 31, 1961.

Very truly yours,



S. T. Olinger
Assistant to the Manager
Gas Sales

STO:gw

ACCEPTED: MID-VALLEY PIPELINE COMPANY

BY: E. Earl Reed

E. Earl Reed

TITLE: Vice President

DATE: 3-31-60

3-31-60

THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

C. M. TURNER
VICE-PRESIDENT

September 15, 1959



Public Service Commission of Kentucky
Frankfort, Kentucky

Attention: Mr. Edward C. O'Rear, Chief Engineer

Gentlemen:

Complying with the request of Mr. Edward C. O'Rear we are attaching for your information copy of the agreement between The Cincinnati Gas & Electric Company and The Union Light, Heat and Power Company relating to the use of transmission lines extending between the Miami Fort and West End generating stations. Certain changes in this agreement will be made in the future as explained to Mr. O'Rear and when we have filed a new agreement or a supplement to this one we shall keep you informed.

Very truly yours,

A handwritten signature in cursive script, appearing to read "C. M. Turner".

CMT:dg

THE CINCINNATI GAS & ELECTRIC COMPANY and THE UNION LIGHT, HEAT & POWER COMPANY - - - COLUMBIA-WEST END 66 KV OVERHEAD TRANSMISSION LINE AGREEMENT

THIS AGREEMENT made and entered into this the 23d day of MAY 1938, by and between The Union Light, Heat and Power Company, a corporation organized under the laws of the State of Kentucky, party of the first part, hereinafter referred to as "Union Company," and The Cincinnati Gas & Electric Company, a corporation organized under the laws of the State of Ohio, party of the second part, hereinafter referred to as "Cincinnati Company," WITNESSETH; that,

WHEREAS, The Union Light, Heat and Power Company is a utility corporation engaged in the furnishing and distributing of electric energy in the cities, villages, and rural sections of Kenton, Campbell, and part of Boone Counties and purchases energy from The Cincinnati Gas & Electric Company at present over five (5) 13,200-volt lines which cross the Ohio River at Cincinnati, Ohio, connecting with the West End - Cincinnati Plant of The Cincinnati Gas & Electric Company, all of said energy being furnished directly from the West End Plant; and,

WHEREAS, The Cincinnati Gas & Electric Company operates and maintains an electric generating station known as the West End Station, located at Front and Rose Streets in the City of Cincinnati and also operates and maintains a second generating station located at Columbia Park, Ohio, on the Ohio River approximately twenty (20) miles west of Cincinnati, Ohio; and,

WHEREAS, it is the desire of the parties hereto for the purpose of augmenting and building up the service of both of said companies and enabling the Cincinnati Company to form a connecting line between its West End Plant and its Columbia Plant, so as to at all times maintain

continuous service through either or both of said plants and to supply electric energy to the Union Company therefrom; and,

WHEREAS, for the purpose of forming the said connecting line between the said two stations of the Cincinnati Company, the Union Company has constructed a transmission line through a part of Kenton and Boone Counties from a terminus point at the low water mark on the north side of the Ohio River near Columbia Park, Ohio, to a terminus point at the low water mark on the north side of the Ohio River near the West End Plant at Cincinnati, Ohio, which said line was placed into operation on November 29, 1937; said Union Company to be the owner and holder of all rights, title, and interest of said transmission line;

NOW THEREFORE, for and in consideration of the covenants herein contained and the agreements to be performed on behalf of the respective parties hereto, and for the purpose of maintaining more efficient service in the distribution of electric energy as hereinbefore set forth, the Union Company hereby agrees with the Cincinnati Company that it will receive for transmission and transmit all electric energy delivered to it by the Cincinnati Company at the terminus of the line hereinabove mentioned located near the generating station known as Columbia Station to the terminus of the Cincinnati Company's lines located near the generating station known as West End Station, or vice versa.

In consideration of the services herein to be performed by the Union Company and for the purpose of apportioning the benefits to be derived from the use of said transmission line, the Cincinnati Company

agrees to pay to the Union Company annually for said services a sum of money equal to two-thirds of the total sum of money arrived at upon the following basis:

1. - An amount equal to seven per cent (7%) per annum on the property and plant value of said transmission line of the Union Company extending from its physical connections with the line of the Cincinnati Company located opposite the City of Covington as hereinabove set forth to the terminus of said transmission line located opposite Boone County, Kentucky, near the generating station, known as Columbia Power Station as set forth above, which said plant value as of the date of the execution of this agreement cannot be established definitely, but is estimated as of the date when said line was placed in service, in the amount of \$459,050.00 and said amount shall be taken as the plant value in the computation of payments hereunder until January 1, 1938. From and after January 1, 1938, the plant value upon which said amount is computed shall for each current year of the term of this contract be the plant value as appears upon the books of said Union Company as of January 1st of each and every such year during the term of this contract provided, however, that should large or costly additions or retirements be made during the course of any given year of the term of this contract such additions or retirements shall be added to or deducted from said plant value and from the date of such additions or reductions the plant value as then constituted shall be the revised plant value upon which said payment shall be computed.

2. - An amount equal to three per cent (3%) depreciation on said property based on the book value of The Union Light, Heat and Power Company on the property, plant, and equipment covered under this agreement, exclusive of the amount charged to rights of way and land. Said book value as of the date of the execution of this agreement cannot be definitely established, but, as of the date when said line was placed in service, the total book value is estimated in the amount of \$459,050.00 and the book value of rights of way and land is estimated in the amount of \$147,500.00 and said amounts shall be taken as the book values in the computation of payments hereunder until January 1, 1938. From and after January 1, 1938, the book value upon which said depreciation is to be based during each current year of this contract shall be the book value as appears on the books of The Union Light, Heat and Power Company as of January 1st of each and every such year during the term of this agreement provided, however, that should during any year of this contract any large or costly additions or retirements be made during the course of such given year whereby the book value of the property, plant, and equipment covered by this agreement is increased or reduced to any appreciable degree, the book value upon which said amount is computed shall from and after the date of said additions or retirements resulting thereby be the book value as appears on the books of the Company on the first of the month next succeeding said additions or retirements.

3. - An amount equal to all increase in taxes, license fees charged upon or on account of the capital stock or earnings of The Union

Light, Heat and Power Company, and all other increase in taxes, rates, duties, impositions, assessments, and charges of every kind and character, general or special, ordinary or extra-ordinary that may be lawfully imposed upon The Union Light, Heat and Power Company at any time during this agreement for or on account of its property, capital stock, earnings, dividends, rights, privileges, franchises, business, income, or otherwise, whether imposed by the United States, State, Municipal, or any other lawful authority whatsoever, which are the result of or are directly attributable to the ownership, maintenance, or operation of the transmission line which is the subject of this agreement.

4. - An amount equal to all expenses incurred in maintaining and keeping in good repair said transmission line during the term of this agreement so that said transmission line shall at all times be in safe and satisfactory condition for the purpose of transmitting electrical energy as herein specified, including all expenses incurred in making all necessary and proper replacements, repairs, or renewals required during the term of this agreement.

5. - An amount equal to all costs and expenses incurred by the Union Company in the defense or adjustment of all actions or proceedings brought or all claims and demands made or judgments and decrees rendered and all court costs, counsel fees and expenses incurred by the Union Company arising out of the maintenance and operation of said transmission line in the carrying out of this agreement.

The annual amount payable under paragraphs 1 and 2 hereof, computed as above set forth, shall be in twelve (12) monthly instalments payable on the 15th day of each and every month.

All other payments provided hereunder shall be due and payable within thirty (30) days after statements are rendered by the Union Company to the Cincinnati Company of the amounts so due as therein provided.

This agreement shall be in full force and effect for a period of thirty (30) years from and after the date that said transmission line was placed in service and shall continue in force and effect thereafter until terminated by either party giving to the other written notice of at least two (2) years prior to the date said contract is to be terminated.

No waiver by either party of any breach or default of the other shall extend to or affect any subsequent breach or default or impair the rights of either party arising thereunder.

This agreement is executed for the purpose of carrying into effect the oral agreement entered into between the parties hereto in the year 1936 prior to the commencement of the construction work and at which time definite data were not available for the execution of formal agreement.

This agreement and all the conditions, terms, and obligations thereof shall inure to the benefit of and be binding upon the respective parties and assigns.

IN WITNESS WHEREOF, The Union Light, Heat and Power Company and The Cincinnati Gas & Electric Company, by their respective presidents or vice-presidents and secretaries, hereunto duly authorized have hereunto and to a duplicate hereof set their corporate names and seals the day and year as above written.

ATTEST:

THE UNION LIGHT, HEAT AND POWER COMPANY

Benj. Pugh
Asst. Secretary

By Polk Laffoon
Vice-President

THE CINCINNATI GAS & ELECTRIC COMPANY

A. F. Flocken
Asst. Secretary

By H. C. Blackwell
President

THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY

December 31, 1958

C. M. TURNER
VICE-PRESIDENT

Public Service Commission of Kentucky
Frankfort, Kentucky



Gentlemen:

We are enclosing for your information, a copy of Agreement filed today with the Federal Power Commission covering the transmission of electric power and energy through Kentucky between two points on the Ohio state line. A copy of our letter of transmittal to the Federal Power Commission is attached.

Very truly yours,

A handwritten signature in cursive script, appearing to read "C. M. Turner".

CMT:mlj

December 31, 1958

Federal Power Commission
441 G Street N.W.
Washington 25, D.C.

Attention: Mr. Jos. H. Gutride, Secretary

C

In re: Electric Transmission Agreement with
The Cincinnati Gas & Electric Company.

Gentlemen:

Q Enclosed herewith for filing in accordance with Section 205(e) of the Federal Power Act and Section 35.3(b) of the Commission's Regulations thereunder, are two executed copies of an agreement between this Company and The Cincinnati Gas & Electric Company, dated December 30, 1958, covering transmission by this Company on behalf of the latter Company of electric energy through the State of Kentucky between two points on the Ohio-Kentucky State line.

Y As noted in paragraph (7) of the agreement, it is proposed that this contract become effective as of July 1, 1958 at which time the facilities involved were placed in commercial service. In the negotiation and design of the rates and charges for the service, it was necessary that the companies have some actual experience in the operation of the facilities involved so that an equitable allocation of the cost of service could be made. Accordingly, it is respectfully requested that the Commission issue an order pursuant to Section 35.3(d) of the Regulations providing that this rate be effective as of July 1, 1958.

This rate has been the subject of considerable discussion between the officer in charge of this Company's Rate Department and members of the Commission's staff since early summer. The operating expenses, the allocations, the rate base, and the rate of return have all been predicated on the basis of our understanding of current Commission practice. Except for the limited purpose of justifying or sustaining the proposed rate schedule and putting it into effect, this Company does not concede the propriety of the methods used and the numerous changes made at the suggestion of the staff. Indeed, if the matter were to be formally heard, with attendant protracted delays and expense, the Company would seriously consider a different presentation.

This Company does not render any similar service so that there is no existing rate schedule of the Company to which this contract may be properly compared. Reference is made, however, to the Company's FPC Schedule No. 4, on file with this Commission, which relates to a different kind of transmission service rendered between the same companies.

Enclosed also is an estimate of charges and revenues by months for the first 12 months of service under this contract, under which there is but one class of service, one customer, and one delivery point.

Sincerely,

THE UNION LIGHT, HEAT AND POWER COMPANY

By



Vice President

C

GMT:mlj

cc: Public Service Commission
of Kentucky

P

Y

THE UNION LIGHT, HEAT AND POWER COMPANY

Schedule Showing the Estimated Charges to The Cincinnati Gas and Electric Company and Revenues to The Union Light, Heat and Power Company for the First 12 Months of Service Under the Proposed Contract in Accordance with Section 35.3 (b) (2) of the Commission's General Rules and Regulations

<u>Month</u>	<u>Amount</u>
<u>1958</u>	
July	\$ 13,912
August	13,912
September	13,912
October	13,912
November	13,912
December	13,912
<u>1959</u>	
January	13,912
February	13,912
March	13,912
April	13,912
May	13,912
June	13,912
	<u>\$166,944</u>

Agreement Between

THE UNION LIGHT, HEAT AND POWER COMPANY
Covington, Kentucky

and

THE CINCINNATI GAS & ELECTRIC COMPANY
Cincinnati, Ohio

Dated December 30, 1958

Covering Transmission
of
Electric Power and Energy
Through Kentucky
Between
Two Points on the Ohio State Line

FILED
JAN - 5 1959 *lm*
PUBLIC SERVICE
COMMISSION

THE UNION LIGHT, HEAT AND POWER COMPANY
and
THE CINCINNATI GAS & ELECTRIC COMPANY

This agreement made and entered into this 30th day of December, 1958, by and between The Union Light, Heat and Power Company, a corporation organized under the laws of the Commonwealth of Kentucky, hereinafter referred to as "Union Company", and The Cincinnati Gas & Electric Company, a corporation organized under the laws of the State of Ohio, hereinafter referred to as "Cincinnati Company",

WITNESSETH: that,

WHEREAS, Union Company, a utility corporation engaged in the supplying and distributing of electric power and energy in the cities and unincorporated territory of Kenton, Campbell, Boone, Grant and Pendleton Counties, Kentucky, has been purchasing all of its power and energy for resale from Cincinnati Company, delivery heretofore being made at the Ohio-Kentucky state line from a single load center of Cincinnati Company's transmission network, over a number of transmission lines of limited capacity.

WHEREAS, Cincinnati Company operates an electric generating station known as Walter C. Beckjord Station located near New Richmond, Clermont County, Ohio, approximately 17 miles east and south of Cincinnati, Ohio and operates a switching station on Front Street in downtown Cincinnati which switching station is a major load center of the Cincinnati Company's system; and,

WHEREAS, it is the desire of the parties hereto to (a) augment and promote their respective services, (b) provide an alternate source of supply to Union Company, (c) provide additional capacity to Union Company and (d) provide an interconnection between the Walter C. Beckjord generating station and the Front Street switching station of Cincinnati Company; and,

WHEREAS, for the purpose of accomplishing this mutual desire Union Company has constructed a double circuit 132 Kv transmission line extending westwardly through Campbell County, Kentucky, from the Ohio-Kentucky state line near said Walter C. Beckjord generating station to its Wilder switching station at Wilder, Kentucky, a distance of approximately 12 miles, and has installed terminal and transformation equipment at said switching station for the purpose of interconnecting through its 66 Kv transmission system with Cincinnati Company's transmission system at the Ohio-Kentucky state line near Cincinnati Company's Front Street switching station, and Cincinnati Company has caused to be connected to its power network said 132 Kv and 66 Kv transmission lines of Union Company;

NOW THEREFORE, for and in consideration of the services and covenants herein contained the parties hereto agree as follows:

(1) Union Company will maintain and keep in good repair its facilities as described in Exhibit A, appended hereto as a part hereof, during the term of this agreement so that they shall be in safe and satisfactory condition at all times for the uses herein specified, and will receive at the eastern terminus of its said 132 Kv transmission line all power and energy supplied by Cincinnati Company and will deliver to Cincinnati Company at the northern termini of Union Company's 66 Kv transmission lines all such power and energy so received as is not required for the supply of service to Union Company's own customers. Union Company reserves the right to use all or any part of said facilities for serving its customers and reserves the right to use all or any part thereof for standby or emergency service in event of discontinuance of supply from other sources for whatever reason.

(2) Cincinnati Company will deliver to the eastern terminus of Union Company's 132 Kv transmission line at all times an amount of power and energy equal to at least Union Company's load requirements at its Wilder switching station and at any connections to Union Company's 132 Kv and 66 Kv transmission lines in Kentucky; except if such delivery is not possible because of emergency, or because of breakdown or maintenance of facilities of either company, Cincinnati Company will supply such requirements from its Front Street switching station over Union Company's 66 Kv transmission lines.

(3) Both parties will cooperate in maintaining a power factor as near unity as practicable at their respective points of connection.

(4) In consideration of the rights herein granted Cincinnati Company and the services to be performed by Union Company, the Cincinnati Company agrees to pay to Union Company each month during the term of this agreement, fifty (50) percent of all costs associated with the transmission lines and related facilities at Wilder switching station, as hereinafter provided, which lines and facilities as they exist at the effective date of this agreement are described in appended Exhibit A.

Metering equipment will be tested at suitable intervals and maintained within the accuracy of good operating practice; tests will be made by Cincinnati Company, the costs thereof to be borne by the respective owners of the equipment. Should the metering equipment of either party at any time fail to register, the power and energy delivered shall be determined from the best available data.

During the term of this agreement Union Company will render a bill monthly for services supplied and Cincinnati Company will pay therefor in full within 15 days. This bill will contain Cincinnati Company's allocated portion of one-twelfth of all annual costs, such costs as they pertain to the said facilities to consist of the following:

1. Operation and Maintenance Expenses

An amount equal to the total of the operation and maintenance expenses for the year as recorded on the books of Union Company.

2. Depreciation

An amount equal to the annual accrual for depreciation based on the depreciation rates in effect as of January 1 of each year. As of the date of this agreement the applicable depreciation rates are:

Acct. 340.3	Rights-of-Way	1.00%
Acct. 341	Clearing Land & Rights-of-Way	1.00%
Acct. 342	Structures & Improvements	2.10%
Acct. 343	Station Equipment	2.79%
Acct. 344	Towers & Fixtures	2.00%
Acct. 345	Poles & Fixtures	3.39%
Acct. 346	Overhead Conductors & Devices	2.54%

3. Return

An amount equal to six (6.0) percent per annum of Union Company's "base for return" which shall be an amount consisting of the original cost of Union Company's utility plant estimated as of June 1, 1958 (Exhibit A) and revised to actual amounts as of January 1 of each calendar year including therein land and rights-of-way and all other amounts recorded in electric plant accounts plus any costs of construction work in progress in service, less the amount of depreciation reserve applicable to the utility plant, and less contributions in aid of construction, if any. Should there be made large or costly additions or retirements during any year of the term of this agreement such additions and retirements when accounted for shall be considered in determining a revised "base for return".

The "base for return" to be used until January 1 of the year following date of this contract shall be:

Utility plant per books	\$	536,543
Plant in service not transferred	\$	<u>1,433,927</u>
Sub-total		<u>\$1,970,470</u>
Less depreciation	\$	65,028
Less contributions in aid of construction	\$	<u>1,561</u>
Total		<u>\$1,903,881</u>

4. Taxes

An amount equal to all taxes, fees or assessments lawfully imposed upon Union Company by any authority, which are the result of or directly attributable to the ownership, operation, maintenance or earnings of the facilities subject to this agreement.

(5) Costs incurred by Union Company in the defense or adjustment of all actions or proceedings brought or all claims and demands made and all court costs, counsel fees and expenses arising out of the operation or maintenance of said facilities will be allocated to Cincinnati Company on the basis of the factor as above described, such amount to be billed separately and paid by Cincinnati Company within 15 days of receipt of such billing.

(6) Cincinnati Company and Union Company will operate their respective systems consistent with commonly accepted standards and neither company will be held responsible to the other for interruptions or failures in service on its system due to accidents, commitments of others or acts of God.

(7) This agreement shall become effective as of July 1, 1958 upon its acceptance or approval by the governmental regulatory agencies having jurisdiction, shall remain in full force and effect until December 31, 1963, and thereafter shall be automatically renewed from year to year unless and until terminated by either party upon written notice given to the other party at least 6 months prior to the expiration of the original term or any such one year renewal term, and shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.

In witness thereof, the parties hereto have caused this to be duly executed on the 30th day of December, 1958.

ATTEST:

THE UNION LIGHT, HEAT AND POWER COMPANY

Richard H. Rhein
Asst. Secretary

By

W. A. Spinning

Vice President

ATTEST:

THE CINCINNATI GAS & ELECTRIC COMPANY

Ingblow
Secretary

By

E. J. ...
President

EXHIBIT "A" TO
 AGREEMENT DATED DECEMBER 30, 1958
 BETWEEN
 THE UNION LIGHT, HEAT AND POWER COMPANY
 AND
 THE CINCINNATI GAS & ELECTRIC COMPANY

The transmission facilities referred to in this agreement as existing on June 1, 1958 are as follows, based upon inventory as of May 31, 1958:

1. A double circuit 132 Kv transmission line extending westwardly through Campbell County, Kentucky, from the Ohio-Kentucky state line near the Cincinnati Company's Walter C. Beckjord generating station to the Wilder substation at Wilder, Kentucky, consisting of:

<u>Acct. No.</u>	<u>Units</u>	<u>Description</u>	<u>Original Cost</u>
340.1		Land	\$ 3,977.85
340.3		Rights-of-Way	145,268.70
341		Clearing	17,008.50
344	62	Steel Double Circuit Towers	415,300.00
346	12.52Mi	6-477 MCM ACSR Conductors)	202,400.00
	12.52Mi	2-159 MCM ACSR Static Cond.)	
			<u>\$783,955.05</u>

2. Certain equipment at the Wilder substation located in the City of Wilder, Campbell County, Kentucky, consisting of:

<u>Acct. No.</u>	<u>Units</u>	<u>Description</u>	<u>Original Cost</u>
340.1	6.09Acres	Land	\$ 17,173.30
342.0		Structures & Improvements	83,653.07
343.0	2	132 Kv Bus Structure, 100,000 Kva Banks with switches, arresters and appurtenances, Protecting and Metering equip.	522,586.73
		66 Kv Bus Structure, switches, arresters and appurtenances. Protecting and Metering equip.	<u>300,817.73</u>
			<u>\$924,230.83</u>

3. Two 66 Kv wood pole transmission lines extending northward through Kenton County, Kentucky, from Wilder Substation at Wilder, Kentucky, to the Ohio-Kentucky state line near Cincinnati Company's Front Street Substation, consisting of:

<u>Acct. No.</u>	<u>Units</u>	<u>Description</u>	<u>Original Cost</u>
340.1		Land	\$ 906.00
340.3		Rights-of-Way	8,180.00
341.0		Clearing	3,254.00
344.0	5	Steel Towers	42,694.56
345.0	295	Wood Poles	79,999.17
346.0	8.42Mi	3 conductor, statics and switches	\$ 127,250.57
			\$ 262,284.30
Total all facilities			\$1,970,470.18

Contract

**THE UNION LIGHT, HEAT AND POWER CO.
COVINGTON, KENTUCKY**

October 8, 1957

Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention: Mr. E. Earl Read, Vice President

Gentlemen:

On April 11, 1957, we entered into an agreement with your Company for the sale and delivery of gas on an off peak basis. During the seven month summer period April 1st through October 31st the rate is 35¢ per MCF with adjustment for change in the cost of gas. During the five month winter period November 1st through March 31st the rate is 45¢ per MCF with adjustment for change in cost of gas.

Conditions are such that we are able to make a reduction of the off peak gas rate to 42¢ per MCF with adjustment for cost of gas for the five month winter period November 1, 1957, through March 31, 1958.

If the above notification reducing the rate from 45¢ to 42¢ is agreeable to you will you please sign this original copy and return it to us. When the returned copy of this letter is received by us it will be considered as the modification of your original contract, insofar as applicable only for the period November 1, 1957, through March 31, 1958.

Very truly yours,

APPROVED

NOV 20 1957

PUBLIC SERVICE COMMISSION
ENGINEERING DIVISION

THE UNION LIGHT, HEAT AND POWER COMPANY

A. J. Pfezling
A. J. Pfezling, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:lk

ACCEPTED:

MID-VALLEY PIPELINE COMPANY

BY: *E. Earl Read*

(Name)

Vice President
(Title)

DATE: October 14, 1957

UNIT Light, Heat, & Power Co.

GAS SERVICE CONTRACT

THE MID-VALLEY PIPELINE COMPANY

HEBRON PUMPING STATION

HEBRON, KENTUCKY

CHECKED
APR 24 1957
BY.....
✓

FILED

APR 24 1957

PUBLIC SERVICE
COMMISSION

THIS AGREEMENT, made and entered into this 17th day of April, 1957, by and between THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Company", and the MID-VALLEY PIPELINE COMPANY, a corporation organized and existing under the laws of the State of Ohio hereinafter called "Customer", WITNESSETH:

WHEREAS: Customer desires to use gas at its Hebron Pumping Station, Boone County, Kentucky and Company is willing to supply such gas; and

WHEREAS: Customer, represents to Company that it anticipates it will make use of gas in its pumping operations at its station to the extent of approximately 700 MCF per day and 220,000 MCF per year, subject to normal fluctuations;

NOW THEREFORE, Customer agrees to purchase and Company agrees to supply Customer's gas requirements under the following terms and conditions.

APPLICABILITY AND CHARACTER OF SERVICE

This Agreement shall apply to all gas supplied for Customer's use at its Hebron Pumping Station, Boone County, Kentucky.

Gas supplied under this agreement may be curtailed (1) when emergency conditions endanger gas service to Company's domestic customers, (2) when required by order or regulatory authorities having jurisdiction, or (3) when Company determines the supply of gas is insufficient to serve customer in excess of his Contract Demand is defined in the following section.

FILED

APR 24 1957

PUBLIC SERVICE
COMMISSION

CHECKED
APR 24 1957
BY <u>W</u>

CONTRACT DEMAND, BASE USE AND EXCESS USE

The Contract Demand is the daily use of gas to which customer agrees to reduce his taking upon request of Company in accordance with (3) above, and which Company agrees to deliver in any event except in case of emergency or Commission restriction described in (1) and (2) above. The Contract Demand initially is O-MCF, but should Customer exceed Contract Demand during periods of gas curtailment outlined in (3) above, the Contract Demand will be increased by the amount of the overage and the higher Contract Demand shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year.

Customer's Base Use is that gas used during the billing month which is equal to 30 times the Contract Demand.

Customer's Excess Use is that gas used during the billing month which is in excess of the Base Use. Customer may use gas in excess of the Base Use during winter period, November 1 to March 31 inclusive, provided such excess usage will be discontinued and the total gas usage limited to the Contract Demand when requested by Company. No such limitation will apply during the period April 1 and October 31, except as described in (1) and (2) above.

RATE

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule "Gas Service in Boone County, Kentucky" on file with the Public Service Commission, copy of such rate in effect as of the date of this Agreement, being attached hereto and made part hereof.

CHECKED
 APR 24 1957
 b. _____ *W*

FILED
 APR 24 1957
 PUBLIC SERVICE COMMISSION

THE UNION LIGHT, HEAT AND POWER COMPANY
and
THE CINCINNATI GAS & ELECTRIC COMPANY

This agreement made and entered into this 30th day of December, 1958, by and between The Union Light, Heat and Power Company, a corporation organized under the laws of the Commonwealth of Kentucky, hereinafter referred to as "Union Company", and The Cincinnati Gas & Electric Company, a corporation organized under the laws of the State of Ohio, hereinafter referred to as "Cincinnati Company",

WITNESSETH: that,

WHEREAS, Union Company, a utility corporation engaged in the supplying and distributing of electric power and energy in the cities and unincorporated territory of Kenton, Campbell, Boone, Grant and Pendleton Counties, Kentucky, has been purchasing all of its power and energy for resale from Cincinnati Company, delivery heretofore being made at the Ohio-Kentucky state line from a single load center of Cincinnati Company's transmission network, over a number of transmission lines of limited capacity.

WHEREAS, Cincinnati Company operates an electric generating station known as Walter C. Beckjord Station located near New Richmond, Clermont County, Ohio, approximately 17 miles east and south of Cincinnati, Ohio and operates a switching station on Front Street in downtown Cincinnati which switching station is a major load center of the Cincinnati Company's system; and,

WHEREAS, it is the desire of the parties hereto to (a) augment and promote their respective services, (b) provide an alternate source of supply to Union Company, (c) provide additional capacity to Union Company and (d) provide an interconnection between the Walter C. Beckjord generating station and the Front Street switching station of Cincinnati Company; and,

WHEREAS, for the purpose of accomplishing this mutual desire Union Company has constructed a double circuit 132 Kv transmission line extending westwardly through Campbell County, Kentucky, from the Ohio-Kentucky state line near said Walter C. Beckjord generating station to its Wilder switching station at Wilder, Kentucky, a distance of approximately 12 miles, and has installed terminal and transformation equipment at said switching station for the purpose of interconnecting through its 66 Kv transmission system with Cincinnati Company's transmission system at the Ohio-Kentucky state line near Cincinnati Company's Front Street switching station, and Cincinnati Company has caused to be connected to its power network said 132 Kv and 66 Kv transmission lines of Union Company;

NOW THEREFORE, for and in consideration of the services and covenants herein contained the parties hereto agree as follows:

(1) Union Company will maintain and keep in good repair its facilities as described in Exhibit A, appended hereto as a part hereof, during the term of this agreement so that they shall be in safe and satisfactory condition at all times for the uses herein specified, and will receive at the eastern terminus of its said 132 Kv transmission line all power and energy supplied by Cincinnati Company and will deliver to Cincinnati Company at the northern termini of Union Company's 66 Kv transmission lines all such power and energy so received as is not required for the supply of service to Union Company's own customers. Union Company reserves the right to use all or any part of said facilities for serving its customers and reserves the right to use all or any part thereof for standby or emergency service in event of discontinuance of supply from other sources for whatever reason.

(2) Cincinnati Company will deliver to the eastern terminus of Union Company's 132 Kv transmission line at all times an amount of power and energy equal to at least Union Company's load requirements at its Wilder switching station and at any connections to Union Company's 132 Kv and 66 Kv transmission lines in Kentucky; except if such delivery is not possible because of emergency, or because of breakdown or maintenance of facilities of either company, Cincinnati Company will supply such requirements from its Front Street switching station over Union Company's 66 Kv transmission lines.

(3) Both parties will cooperate in maintaining a power factor as near unity as practicable at their respective points of connection.

(4) In consideration of the rights herein granted Cincinnati Company and the services to be performed by Union Company, the Cincinnati Company agrees to pay to Union Company each month during the term of this agreement, fifty (50) percent of all costs associated with the transmission lines and related facilities at Wilder switching station, as hereinafter provided, which lines and facilities as they exist at the effective date of this agreement are described in appended Exhibit A.

Metering equipment will be tested at suitable intervals and maintained within the accuracy of good operating practice; tests will be made by Cincinnati Company, the costs thereof to be borne by the respective owners of the equipment. Should the metering equipment of either party at any time fail to register, the power and energy delivered shall be determined from the best available data.

During the term of this agreement Union Company will render a bill monthly for services supplied and Cincinnati Company will pay therefor in full within 15 days. This bill will contain Cincinnati Company's allocated portion of one-twelfth of all annual costs, such costs as they pertain to the said facilities to consist of the following:

1. Operation and Maintenance Expenses

An amount equal to the total of the operation and maintenance expenses for the year as recorded on the books of Union Company.

2. Depreciation

An amount equal to the annual accrual for depreciation based on the depreciation rates in effect as of January 1 of each year. As of the date of this agreement the applicable depreciation rates are:

Acct. 340.3	Rights-of-Way	1.00%
Acct. 341	Clearing Land & Rights-of-Way	1.00%
Acct. 342	Structures & Improvements	2.10%
Acct. 343	Station Equipment	2.79%
Acct. 344	Towers & Fixtures	2.00%
Acct. 345	Poles & Fixtures	3.39%
Acct. 346	Overhead Conductors & Devices	2.54%

3. Return

An amount equal to six (6.0) percent per annum of Union Company's "base for return" which shall be an amount consisting of the original cost of Union Company's utility plant estimated as of June 1, 1958 (Exhibit A) and revised to actual amounts as of January 1 of each calendar year including therein land and rights-of-way and all other amounts recorded in electric plant accounts plus any costs of construction work in progress in service, less the amount of depreciation reserve applicable to the utility plant, and less contributions in aid of construction, if any. Should there be made large or costly additions or retirements during any year of the term of this agreement such additions and retirements when accounted for shall be considered in determining a revised "base for return".

The "base for return" to be used until January 1 of the year following date of this contract shall be:

Utility plant per books	\$ 536,543	
Plant in service not transferred	\$1,433,927	
Sub-total		\$1,970,470
Less depreciation	\$ 65,028	
Less contributions in aid of construction	\$ 1,561	
Total		\$1,903,881

4. Taxes

An amount equal to all taxes, fees or assessments lawfully imposed upon Union Company by any authority, which are the result of or directly attributable to the ownership, operation, maintenance or earnings of the facilities subject to this agreement.

(5) Costs incurred by Union Company in the defense or adjustment of all actions or proceedings brought or all claims and demands made and all court costs, counsel fees and expenses arising out of the operation or maintenance of said facilities will be allocated to Cincinnati Company on the basis of the factor as above described, such amount to be billed separately and paid by Cincinnati Company within 15 days of receipt of such billing.

(6) Cincinnati Company and Union Company will operate their respective systems consistent with commonly accepted standards and neither company will be held responsible to the other for interruptions or failures in service on its system due to accidents, commitments of others or acts of God.

(7) This agreement shall become effective as of July 1, 1958 upon its acceptance or approval by the governmental regulatory agencies having jurisdiction, shall remain in full force and effect until December 31, 1963, and thereafter shall be automatically renewed from year to year unless and until terminated by either party upon written notice given to the other party at least 6 months prior to the expiration of the original term or any such one year renewal term, and shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.

In witness thereof, the parties hereto have caused this to be duly executed on the 30th day of December, 1958.

ATTEST: THE UNION LIGHT, HEAT AND POWER COMPANY

Richard H. Rhein By Kurt Spring
Asst. Secretary Vice President

ATTEST: THE CINCINNATI GAS & ELECTRIC COMPANY

[Signature] By [Signature]
Secretary President

EXHIBIT "A" TO
 AGREEMENT DATED DECEMBER 30, 1958
 BETWEEN
 THE UNION LIGHT, HEAT AND POWER COMPANY
 AND
 THE CINCINNATI GAS & ELECTRIC COMPANY

The transmission facilities referred to in this agreement as existing on June 1, 1958 are as follows, based upon inventory as of May 31, 1958:

1. A double circuit 132 Kv transmission line extending westwardly through Campbell County, Kentucky, from the Ohio-Kentucky state line near the Cincinnati Company's Walter C. Beckjord generating station to the Wilder substation at Wilder, Kentucky, consisting of:

<u>Acct. No.</u>	<u>Units</u>	<u>Description</u>	<u>Original Cost</u>
340.1		Land	\$ 3,977.85
340.3		Rights-of-Way	145,268.70
341		Clearing	17,008.50
344	62	Steel Double Circuit Towers	415,300.00
346	12.52Mi	6-477 MCM ACSR Conductors)	202,400.00
	12.52Mi	2-159 MCM ACSR Static Cond.)	
			<u>\$783,955.05</u>

2. Certain equipment at the Wilder substation located in the City of Wilder, Campbell County, Kentucky, consisting of:

<u>Acct. No.</u>	<u>Units</u>	<u>Description</u>	<u>Original Cost</u>
340.1	6.09Acres	Land	\$ 17,173.30
342.0		Structures & Improvements	83,653.07
343.0	2	132 Kv Bus Structure, 100,000 Kva Banks with switches, arresters and appurtenances, Protecting and Metering equip.	522,586.73
		66 Kv Bus Structure, switches, arresters and appurtenances. Protecting and Metering equip.	<u>300,817.73</u>
			<u>\$924,230.83</u>

3. Two 66 Kv wood pole transmission lines extending northward through Kenton County, Kentucky, from Wilder Substation at Wilder, Kentucky, to the Ohio-Kentucky state line near Cincinnati Company's Front Street Substation, consisting of:

<u>Acct. No.</u>	<u>Units</u>	<u>Description</u>	<u>Original Cost</u>
340.1		Land	\$ 906.00
340.3		Rights-of-Way	8,180.00
341.0		Clearing	3,254.00
344.0	5	Steel Towers	42,694.56
345.0	295	Wood Poles	79,999.17
346.0	8.42Mi	3 conductor, statics and switches	\$ 127,250.57
			\$ 262,284.30
Total all facilities			\$1,970,470.18

*Furnished by C. D. Maynard
 Turner 11 Sept 1959
 Final Content filed with
 F.P.C.
 J.D.*

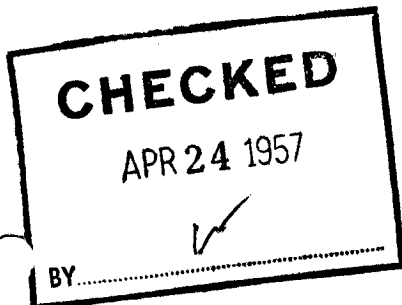
If, during the life of this contract, the public regulatory body having jurisdiction shall authorize changes in the filed rate as attached to this Agreement, Company hereby agrees to continue to furnish service at the higher or lower rates from and after the date when such rates are made effective.

- (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.



FILED
APR 24 1957

**PUBLIC SERVICE
COMMISSION**

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.

FILED

APR 24 1957

MEASUREMENT

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

CHECKED
APR 24 1957
BY *[Signature]*

PUBLIC SERVICE
COMMISSION

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.

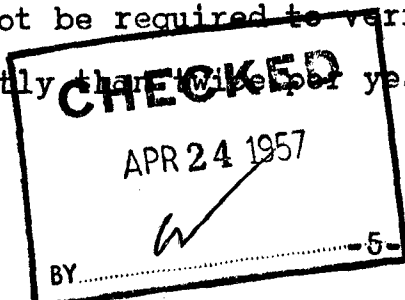
In computing gas volumes, adjustment factors for the deviation from Boyle's law shall be calculated from standard tables.

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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PUBLIC SERVICE
COMMISSION

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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APR 24 1957
BY *W*

FILED

APR 24 1957

PUBLIC SERVICE
COMMISSION

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

CHECKED
APR 24 1957
BY *[Signature]*

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**PUBLIC SERVICE
COMMISSION**

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**
APR 24 1957

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

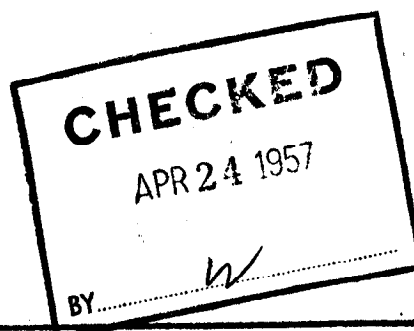
The Net Monthly Bill is payable within fourteen (14) days from date. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% is due and payable.

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.



FILED

APR 24 1957

PUBLIC SERVICE

COMMISSION February 1, 1957

Issued by Walter C. Beckjord, President

G A S S E R V I C E C O N T R A C T

THE MID-VALLEY PIPELINE COMPANY

HEBRON PUMPING STATION

HEBRON, KENTUCKY

THIS AGREEMENT, made and entered into this 11th
day of April, 1957, by and between THE UNION LIGHT, HEAT
AND POWER COMPANY, a corporation organized and existing under the
laws of the Commonwealth of Kentucky, hereinafter called "Company",
and the MID-VALLEY PIPELINE COMPANY, a corporation organized and
existing under the laws of the State of Ohio hereinafter called
"Customer", WITNESSETH:

WHEREAS: Customer desires to use gas at its Hebron
Pumping Station, Boone County, Kentucky and Company is willing to
supply such gas; and

WHEREAS: Customer, represents to Company that it antici-
pates it will make use of gas in its pumping operations at its
station to the extent of approximately 700 MCF per day and 220,000
MCF per year, subject to normal fluctuations;

NOW THEREFORE, Customer agrees to purchase and Company
agrees to supply Customer's gas requirements under the following
terms and conditions.

APPLICABILITY AND CHARACTER OF SERVICE

This Agreement shall apply to all gas supplied for
Customer's use at its Hebron Pumping Station, Boone County, Kentucky.

Gas supplied under this agreement may be curtailed (1)
when emergency conditions endanger gas service to Company's domestic
customers, (2) when required by order or regulatory authorities
having jurisdiction, or (3) when Company determines the supply of
gas is insufficient to serve customer in excess of his Contract
Demand is defined in the following section.

CONTRACT DEMAND, BASE USE AND EXCESS USE

The Contract Demand is the daily use of gas to which customer agrees to reduce his taking upon request of Company in accordance with (3) above, and which Company agrees to deliver in any event except in case of emergency or Commission restriction described in (1) and (2) above. The Contract Demand initially is 0-MCF, but should Customer exceed Contract Demand during periods of gas curtailment outlined in (3) above, the Contract Demand will be increased by the amount of the overage and the higher Contract Demand shall remain in effect until exceeded or until changed by mutual consent on November 1st of any year.

Customer's Base Use is that gas used during the billing month which is equal to 30 times the Contract Demand.

Customer's Excess Use is that gas used during the billing month which is in excess of the Base Use. Customer may use gas in excess of the Base Use during winter period, November 1 to March 31 inclusive, provided such excess usage will be discontinued and the total gas usage limited to the Contract Demand when requested by Company. No such limitation will apply during the period April 1 and October 31, except as described in (1) and (2) above.

RATE

The following three part rate applies:

- (a) Base Rate - The base rate applicable to Customer's Base Use is Company's standard rate for industrial gas service currently in force and effect and contained in the schedule "Gas Service in Boone County, Kentucky" on file with the Public Service Commission, copy of such rate in effect as of the date of this Agreement, being attached hereto and made part hereof.

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.

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.

MEASUREMENT

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

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

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.

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

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.

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

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

_____, 195__.

"Company"

"Customer"

THE UNION LIGHT, HEAT & POWER CO.

THE MID-VALLEY PIPELINE CO.

By: Milton J. Pfeiffer
Date Executed April 11, 1957

By: E. Earl Lead
Date Executed 4-9-57

RATE G-2

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.

Effective January 1, 1957

Issued by Walter C. Beckjord, President

THE UNION LIGHT, HEAT AND POWER CO.

COVINGTON, KENTUCKY

October 8, 1957

Mid-Valley Pipeline Company
P. O. Box 2388
Longview, Texas

Attention: Mr. E. Earl Read, Vice President

Gentlemen:

On April 11, 1957, we entered into an agreement with your Company for the sale and delivery of gas on an off peak basis. During the seven month summer period April 1st through October 31st the rate is 35¢ per MCF with adjustment for change in the cost of gas. During the five month winter period November 1st through March 31st the rate is 45¢ per MCF with adjustment for change in cost of gas.

Conditions are such that we are able to make a reduction of the off peak gas rate to 42¢ per MCF with adjustment for cost of gas for the five month winter period November 1, 1957, through March 31, 1958.

If the above notification reducing the rate from 45¢ to 42¢ is agreeable to you will you please sign this original copy and return it to us. When the returned copy of this letter is received by us it will be considered as the modification of your original contract, insofar as applicable only for the period November 1, 1957, through March 31, 1958.

Very truly yours,

THE UNION LIGHT, HEAT AND POWER COMPANY



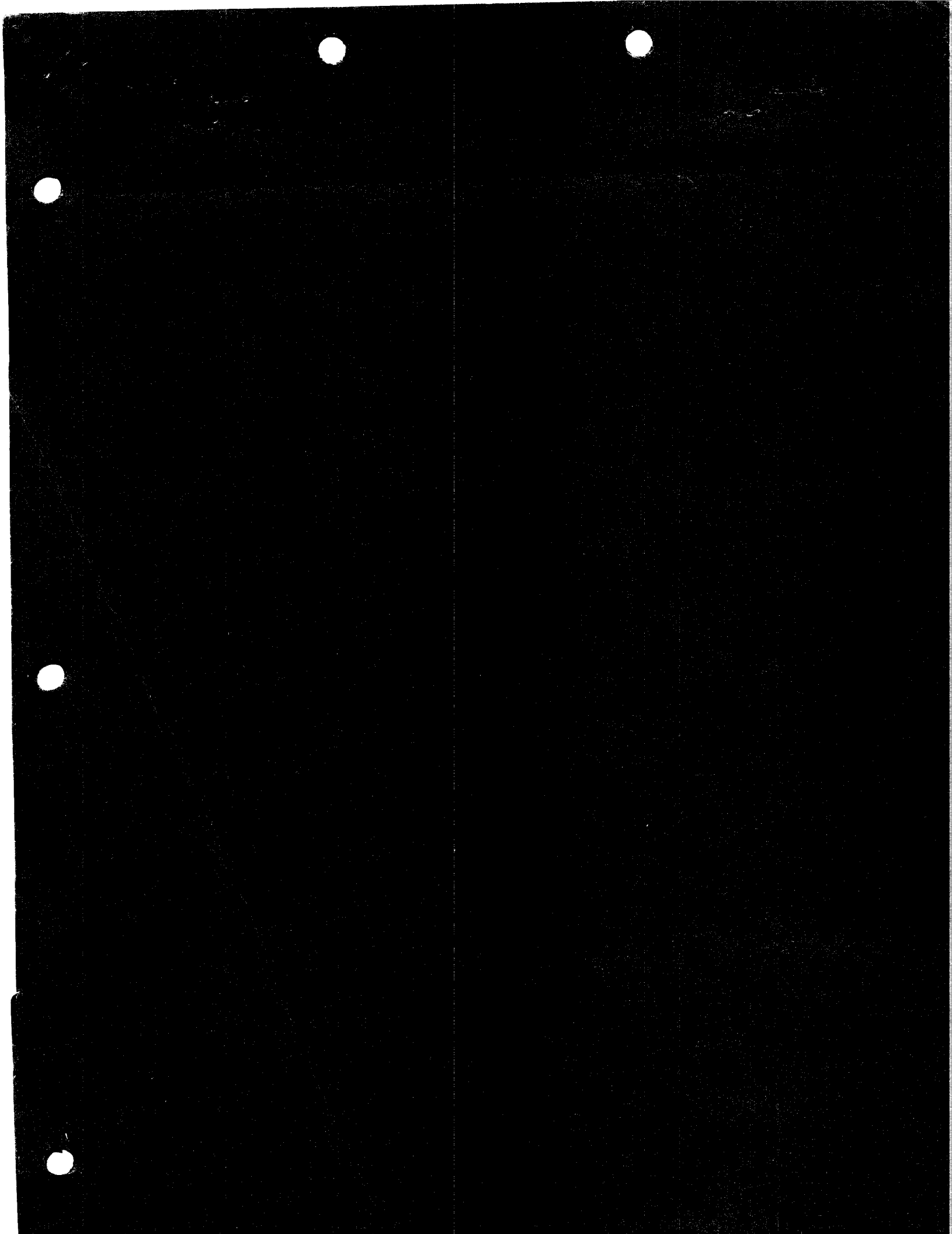
A. J. Pfeizing, Supervisor
Industrial & Commercial Div.
Gas Sales

AJP:lk

ACCEPTED:

MID-VALLEY PIPELINE COMPANY

BY: E. Earl Read Vice President DATE: October 14, 1957
(Name) (Title)



OWEN COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

(MEMBER OWNED - REA FINANCED)

OWENTON, KENTUCKY

January 7, 1946

Mr. Hugh Sparlock, Manager
East Kentucky Rural Electric Coop. Corp.
Winchester, Kentucky

Dear Hugh:

In accordance to Section 5 of Article VII of the East Kentucky Rural Electric Cooperative Corporation - Union Light, Heat and Power Company Contract, dated October 1, 1938, please be advised that the Board of Directors of the Owen County Rural Electric Cooperative Corporation has ratified a letter signed for the Cooperative by the Manager dated October 12, 1945 releasing the Union Light, Heat and Power Company from the existing contract between the Union Light, Heat and Power Company and the Owen County Rural Electric Cooperative Corporation for the purchase of power.

Please be further advised that the Owen County Rural Electric Cooperative Corporation is in agreement with the provisions contained in this contract.

Very truly yours,

OWEN COUNTY RURAL ELECTRIC
COOPERATIVE CORPORATION

C. A. Richardson

C. A. Richardson
Manager

CAF:dab

cc: Mr. C. B. Turner
Union Light, Heat and Power Company
7th Scott Street
Covington, Kentucky

THIS AGREEMENT, made and entered into as of this first day of October, 1955, by and between The Union Light, Heat and Power Company, hereinafter sometimes called "Power Company" and East Kentucky Rural Electric Cooperative Corporation, hereinafter sometimes called "East Kentucky":

WITNESSETH, in consideration of the mutual agreements hereinafter listed the parties contract as follows:

ARTICLE I

FACILITIES

Section 1. The present interconnection point between Power Company and East Kentucky near Devon shall be maintained and, for the purpose of this agreement, shall be called the "interconnection point at Devon". Power Company shall install, at its own expense by October 1, 1956, facilities necessary to transmit to and receive power and energy from East Kentucky at this interconnection point at a nominal voltage of 69 kv, including suitable standard type electric metering equipment. The aforesaid metering equipment shall give for each direction of flow a record of the kilowatt-hours for each fifteen (15) minute period in each clock hour, and a continuous integrating record of kilowatt-hours. East Kentucky shall provide space at its Devon Switching Station at no cost to Power Company for these metering facilities. If Power Company's facilities should include power transformers to effect the initial interconnection at 69 kv, East Kentucky shall provide space, at no cost to Power Company, at its switching station at the interconnection point at Devon for such facilities. Upon

completion of conversion of 33 kv transmission line from Devon to Williamstown, or upon termination of this contract, whichever is earlier, Power Company shall remove, at no cost to East Kentucky, its transformation facilities from the Devon Switching Station.

Power Company shall provide a 69 kv transmission line from Florence to Devon by July 1, 1958.

Section 2. East Kentucky shall provide at its own expense a 69 kv transmission line extending from its transmission system at Berlin to its 69 kv transmission line at Grant's Lick together with a suitable 69 kv air break switch at the point where such new transmission line connects to the present transmission line at Grant's Lick. For the purpose of this agreement this point will be called the "interconnection point at Grant's Lick".

Section 3. Power Company shall convert its 33 kv transmission line for 69 kv operation from the interconnection point at Devon to a point of interconnection between the facilities of Power Company and the facilities of East Kentucky at Williamstown load center of East Kentucky, such point, for the purpose of this agreement, to be called the "interconnection point at Williamstown". The arrangement of the interconnection point at Williamstown shall be determined by agreement between Power Company and East Kentucky. The time of conversion of the 33 kv transmission line for 69 kv operation shall be at the option of Power Company.

Section 4. At such time as Power Company provides such 69 kv facilities to the interconnection point at Williams-town, East Kentucky shall install a 69 kv air break switch and suitable standard electric metering equipment thereat. Such metering equipment shall give for each direction of flow a record of kilowatt-hours for each fifteen (15) minute period of each clock hour and a continuous integrating record of kilowatt-hours.

Section 5. At such time as the facilities described in Section 1 and Section 2 above are in operation, East Kentucky shall operate its transmission line from the interconnection point at Grant's Lick to Union load center at a nominal voltage of 69 kv.

Section 6. All facilities described in Sections 1 through 4 of this article shall be of good standard engineering design and construction. Power Company and East Kentucky shall cooperate with each other so as to assure the maximum practicable coordination of the design and installation of the above described facilities.

ARTICLE II

POWER PURCHASES UNTIL OCTOBER 1, 1959
OR UNTIL THE FOURTH GENERATING UNIT IS PLACED
IN COMMERCIAL OPERATION IN EAST KENTUCKY'S
DALE STATION, WHICHEVER IS EARLIER

Section 1. East Kentucky shall purchase and Power Company shall furnish the full power and energy requirements of Union and Grant's Lick load centers and of any future load centers

on its Grant's Lick to Union transmission line from the date of this contract until October 1, 1959 or until a fourth generating unit is placed in commercial operation in East Kentucky's Dale Station, whichever is earlier, which date is hereinafter referred to as The Earlier Date.

Section 2. The point of delivery for this service shall be the high voltage bus of East Kentucky at Devon Switching Station. Until Power Company provides 69 kv service from Florence to Devon it will meter on the low voltage side of its interconnection transformer and will make appropriate adjustments of 1.5 per cent to the meter readings to determine the quantity of power and energy delivered.

ARTICLE III

POWER PURCHASES AFTER OCTOBER 1, 1959 OR AFTER THE FOURTH GENERATING UNIT IS PLACED IN COMMERCIAL OPERATION IN EAST KENTUCKY'S DALE STATION, WHICHEVER IS EARLIER

Section 1. After The Earlier Date East Kentucky shall purchase from Power Company and Power Company shall furnish at Devon such amounts of firm power and energy as may be determined by the following Sections 2 and 3.

Section 2. On or before each April 1 after The Earlier Date East Kentucky shall advise Power Company of the expected maximum demand of the load centers it serves, hereinafter called Load Centers, within the following twelve (12) months and of its firm net generating capability. Whenever such analysis indicates deficiency of generating capability to meet such demand,

both demand and generating capability determined as hereinafter provided, East Kentucky will transfer to Power Company's facilities, in a practicable order, one or more load centers served from the Union-Grant's Lick transmission line as nearly as possible to offset the deficiency. Such transfer is to be made on or before May 1 of each year.

If, subsequent to the determination made on or before April 1, it is found that a deficiency not anticipated has occurred or that a deficiency greater than anticipated has occurred, East Kentucky shall transfer to Power Company one or more load centers served from the Union-Grant's Lick transmission line as nearly as possible to offset the deficiency.

East Kentucky shall purchase, for a period of not less than twelve (12) months, the full requirements of any load center or load centers transferred.

Section 3. The determination of the maximum demand of Load Centers shall be made by finding their highest simultaneous demand in any calendar month from recording demand meters at Load Centers. The maximum demand of Load Centers shall include adjustment for system losses as determined by the method set forth in Section 11 of the Agreement between East Kentucky and Kentucky Utilities Company dated February 1, 1954.

The basis for determination of East Kentucky's firm net generating capability shall be the maximum amount of load, excluding station auxiliaries, that can be carried

for three (3) hours by the Dale Station under normal operating conditions.

Before the 20th day of each month East Kentucky shall furnish Power Company the maximum demand, for the next preceding calendar month, of Load Centers.

ARTICLE IV

RATE FOR POWER PURCHASES

Section 1. All power and energy purchases under Article II and Article III shall be at the following monthly rate:

A demand charge of \$1.15 per kw of demand, plus an energy charge of .42¢ per kwh.

Plus or minus an amount per kwh equal to a pro rata portion of any charge or credit to Power Company's cost of power in the next preceding calendar month due to the application of the fuel adjustment clause in Power Company's purchase power agreement. The amount of charge or credit per kwh will be determined by dividing the total fuel adjustment as billed Power Company by the kwh sales in the applicable period.

The monthly minimum charge shall be \$1.15 per kw demand which, for billing purposes, shall be not less than 500 kw. The demand for the month as used for billing purposes shall be the highest average load in kw occurring during any 15 minute interval in the month as determined from Power Company's meters.

East Kentucky shall take and use energy in such a manner that the power factor at the time of maximum demand shall be as near 100% as is consistent with good engineering practice, but when such power factor is determined to be less than 85% the maximum demand used for billing purposes shall be determined by multiplying the demand as shown by the meter at the time of maximum demand by 85% and dividing the product thus obtained by the actual power factor at the time of such maximum demand.

It is understood that these rates are in turn based upon rates for purchased power and energy submitted by Power Company's supplier April 27, 1954, and approved by the Federal Power Commission. Should the demand or energy components of this supplier's rates be increased or decreased in accordance with the provisions of the Federal Power Act, Power Company may, subsequent to The Earlier Date, adjust its rates to East Kentucky in corresponding proportions. If the provision of this paragraph becomes operative either Power Company or East Kentucky shall have the right, upon six (6) months' written notice, to discontinue power sales or purchases provided for in Article III.

It is understood also that the rates provided above include no allowance for any new Federal, State, or Municipal Tax which may be imposed subsequent to October 1, 1955, on the generation, transmission, or sale of electrical energy on a kilowatt-hour basis, or which may be imposed on gross revenues of Power Company derived from rendition of electric service to East Kentucky. In the event of the imposition of any Federal, State, or Municipal Tax on the generation of electrical energy subsequent to October 1, 1955, Power Company shall have the right to increase the energy charges as provided in the energy rate above, in an amount equivalent to the amount of such tax collected on the basis of the total number of kilowatt-hours supplied to East Kentucky subsequent to the effective date of such tax; and, in the event of the imposition of any new Federal, State, or Municipal Tax on the transmission or sale of electrical energy on the kilowatt-hour basis or on the gross revenues of Power Company derived from rendition of electric service to East Kentucky, Power Company shall have the right to increase the rates for service, as provided above, in an amount equivalent to the total amount of such new kilowatt-hour taxes on the transmission or sale of electrical energy or on the gross revenues of Power Company derived from rendition of electric service supplied to East Kentucky subsequent to the effective date of such new taxes.

The special rate contained herein is made in view of the statements of policy of the Public Service Commission of Kentucky in its Administrative Order No. 22 to the effect that it desires to "insure the maximum developments of rural electrification in this State at the lowest possible rates." Such special rate is not to be used as a basis for the determination of the adequacy or reasonableness of any other rate in Power Company's filed tariff.

ARTICLE V

EMERGENCY AND SHORT TERM PURCHASES

Section 1. Throughout the term hereof, in the event of breakdown in the system of either party involving its sources of power or transmission facilities and impairing or jeopardizing its ability to meet the loads of its system, the other party will deliver emergency power and energy within the limits of the capacity of its transmission facilities without causing undue interference with service to its own customers, and to the extent that it has power and energy available (of which it shall be the sole judge) from its own sources or from interconnected systems. Notwithstanding the foregoing, neither party will be obligated to furnish emergency power and energy to the other party for more than two days in any consecutive seven day period. If either party requires emergency power and energy for periods in excess of two days the other party will endeavor to supply it from its generating facilities or from other sources. Such extended supply will be classified as "short term power" and will be charged for at a rate to be established at the time of such request for such short term power.

Section 2. The receiving party shall pay for emergency power and energy the out-of-pocket costs of generating or purchasing such power and energy plus twenty per cent (20%).

ARTICLE VI

OPERATION

Section 1. To coordinate the operation of their respective transmission and substation facilities in order that the advantages to be derived under this agreement may be realized by the parties hereto to the fullest practicable extent, Power Company and East Kentucky shall appoint a committee of authorized representatives, to be known as the "Operating Committee".

Section 2. Each of the parties shall designate in writing, delivered to the other party, the person who is to act as its representative on said committee (and the person or persons who may serve as alternate whenever such representative is unable to act). Such representative and alternate or alternates shall each be a person familiar with the generation, transmission, and substation facilities of the system of such party by which he has been so designated, and each shall be fully authorized (a) to cooperate with the other representatives (or alternates) and (b) from time to time as the need arises, subject to the declared intentions of the parties herein set forth and to the term hereof and the terms of any other agreements subsequently arrived at between the parties, to determine and agree upon the following:

- (a) All matters pertaining to the coordination of maintenance of the transmission and substation facilities of the parties.

(b) Such other matters not specifically covered herein on which cooperation, coordination, and agreement as to quantity, time, method, terms, and conditions are necessary in order that the operation of the transmission systems and substations of the parties may be coordinated to the fullest practicable extent that is agreed upon by the parties. The parties recognize that from time to time special conditions may arise which make it necessary, in order that reliable and economical service may be provided, that power and energy be sold to, purchased from, interchanged between one another, of classes and under conditions which are not specifically provided for in this agreement. When such conditions arise and it is mutually found desirable to sell, purchase, or interchange power and energy to meet these conditions, their respective representatives shall be authorized (1) to cooperate and arrange for the sale, purchase, or interchange of such power and energy as is required to meet and take care of the special conditions in an economical manner, and (2) to agree upon the rates and charges

for power and energy so furnished
and for other items of value incident
thereto.

Section 3. The Operating Committee shall be governed by the following principles in arranging for and carrying out the coordination of facilities under this agreement:

- (a) The transmission systems of Power Company and East Kentucky normally shall not be operated directly in parallel.
- (b) Any transfer of load from the system of one party to that of the other shall be accomplished by transferring one or more load centers in blocks of not less than one load center from the transmission system of one party to that of the other.

Section 4. The parties shall each keep, throughout the period hereof, the portions of the interconnecting facilities and their appurtenances owned by them in a good and suitable condition of repair at all times, each at its own expense, so that they will operate in a safe and reliable manner and provide the maximum practicable interconnecting capacity between the systems of the parties.

Section 5. In case of a breakdown or failure on the system of either party preventing or jeopardizing the fulfillment

of obligations to the other party, as outlined in this agreement, the party on whose system such breakdown or failure occurs shall remove the cause of and repair such failure or breakdown with reasonable dispatch.

Section 6. Dispatching of the systems to accomplish the operations intended in this agreement shall take place between the System Load Dispatcher for East Kentucky and the Power Supervisor for Power Company.

Section 7. The electric meters provided by each party as described in Article I shall be tested at suitable intervals as determined by the Operating Committee, and the accuracy of registration shall be maintained in accordance with good practice. The tests shall be made by and at the expense of the party providing the facilities. The other party shall be notified in reasonable time of such tests and shall be afforded opportunity to have representatives present at such tests. Special tests of meters may be requested by either party and the expense of such special tests shall be borne by the party requesting the tests. Authorized representatives of either party shall have access at all reasonable hours to the premises where the meters are located and to the records made by the meters.

ARTICLE VII

GENERAL

Section 1. Meters shall be read for billing purposes by the respective owners as near the last day of the calendar month

as practicable and meter reading data from each metering point will be made available to both parties each month.

If at any test of metering equipment an inaccuracy shall be disclosed exceeding two per cent (2%), the account between the parties for service theretofore delivered shall be adjusted to correct for the inaccuracy disclosed, over a period of thirty (30) days prior to the date of the test, but not for a longer period than such inaccuracy may be determined to have existed. Should the metering equipment at any time fail to register, the power and energy delivered shall be determined from the best available data.

Section 2. Bills for service from one party to the other will be rendered for approximately thirty (30) day periods and will be due and payable within twenty (20) days from the date thereof. Interest on unpaid amounts shall accrue at six per cent (6%) per annum from the date due until the date upon which payment is made. Unless otherwise agreed upon, a calendar month shall be the standard monthly period for the purpose of settlement hereunder.

Section 3. It is agreed by the parties that (a) neither Power Company nor East Kentucky (including member cooperative Owen County Rural Electric Cooperative Corporation, hereinafter called "Owen") shall solicit customers from the lines of the other or make service available to such customers, or to customers who have terminated service from one system and who apply for connection with the other; (b) neither Power

Company nor East Kentucky (including member cooperative Owen) shall make service available to a prospective customer located nearer the lines of the other and whom it would be logical, practical, and feasible for the other to serve, except by agreement between the parties, provided, however, that no such prospective customer shall be served by East Kentucky (including its member cooperative Owen) which is of a type inconsistent with the principles of the Rural Electrification Act.

Section 4. East Kentucky shall indemnify and save harmless Power Company from any and all claims and demands of all persons whomsoever for loss, damage, injuries, or death arising out of or resulting from or in any way connected with the transmission, distribution, sale, and use of electrical energy on East Kentucky's side of the point of delivery, unless occasioned by the negligence of Power Company or its employees; and Power Company shall indemnify and save harmless East Kentucky from any and all claims and demands of all persons whomsoever from loss, damage, injuries, or death arising out of, resulting from, or in any way connected with the transmission or distribution of electrical energy upon the lines of Power Company up to the point of delivery, unless occasioned by the negligence of East Kentucky or its employees.

Section 5. East Kentucky will obtain from Owen a letter agreeing to the provisions of this contract which shall include a statement that Owen is transmitting to Power Company a release from the agreement for service existing between Owen and Power Company as of the date of this agreement.

Section 6. The parties hereto hereby agree to apply for (a) the entry of orders of dismissal of Public Service Commission of Kentucky Cases No. 2969 and 2996 and Franklin Circuit Court Case No. 51824; (b) the modification of the order of said Commission, dated July 22, 1955, granting a certificate of public convenience and necessity to East Kentucky in Cases No. 2013-2248 consolidated, by vacating and cancelling the certificate of convenience and necessity authorizing East Kentucky to construct a 69 kv transmission line from Union, in Boone County, to Williamstown, in Grant County, as therein described; and (c) approval of the provisions of this contract by the Public Service Commission of Kentucky and the Rural Electrification Administration.

Section 7. This agreement shall not become effective until the entry of appropriate orders effecting (a) the dismissal of Power Company's application in said Case No. 2969; (b) the dismissal of East Kentucky's and Owen County's Complaint in said Case No. 2996; (c) the dismissal of Power Company's Complaint in said Case No. 51824, without damages; (d) the modification of said order dated July 22, 1955 by vacating and cancelling the certificate of convenience and necessity authorizing East Kentucky to construct a 69 kv transmission line from Union, in Boone County, to Williamstown, in Grant County, as therein described and the modification of the findings therein accordingly; (e) the approval of its provisions by the Public Service Commission of Kentucky and the Rural Electrification Administration; and (f) receipt by

Power Company of the letter and release from Owen referred to in Section 5 of this article.

This agreement is made in all respects subject to the terms and provisions of the Public Service Commission Act of Kentucky and all Acts amendatory thereto, to the jurisdiction and authority of the Public Service Commission of Kentucky, and to the General Service Regulations of Power Company currently in effect from time to time as approved by the Public Service Commission.

Section 8. Neither East Kentucky nor member cooperative Owen nor any affiliated corporation or instrumentality shall take any step to obtain certification of, or construct, the transmission line from Union to Williamstown, or any line which would substantially duplicate Power Company's Devon to Williamstown line, for the term of this agreement.

Section 9. The term of this agreement shall be from October 1, 1955 to February 1, 1964. Unless cancelled as of the termination date on twelve months' written notice, the contract shall continue in full force and effect for a further period of twelve months and thereafter until cancelled by either party on ninety (90) days' written notice provided, however, that if a twelve months' purchase of power by East Kentucky as provided in Article III hereof is in effect and is of more than ninety (90) days' duration, then the contract shall terminate at the end of the said twelve months' period.

Section 10. When this agreement becomes effective it shall supersede in every respect the Memorandum of Agreement between The Union Light, Heat and Power Company and East Kentucky Rural Electric Cooperative Corporation, dated September 27, 1955, including the attached Attachment "A" and Schedule "B".

Section 11. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by an appropriate officer this date above written.

THE UNION LIGHT, HEAT
AND POWER COMPANY

ATTEST: William E. Beckford

By [Signature]
Vice President and General Manager

EAST KENTUCKY RURAL ELECTRIC
COOPERATIVE CORPORATION

ATTEST: James S. Patterson

By Alex B. Keech

Approved: [Signature]
Public Service Commission of Kentucky

Date: 12/18/55

Approved: _____
Administrator for Rural
Electrification Administration

Date: _____