





ARTICLE V. STANDBY CHARGE.

In addition to the amounts set forth in Article IV, CertainTeed agrees to pay a monthly standby charge to Delta of \$4,200 during the term of this Agreement.

ARTICLE VI. STATEMENT AND PAYMENTS.

6.1. Statements shall be rendered by Delta to CertainTeed each month showing the total amount due from CertainTeed to Delta for service rendered by Delta for CertainTeed during the preceding billing month.

6.2. All statements required to be furnished to CertainTeed shall be mailed to it at the address set forth in this Agreement. Payments by check payable to the order of Delta Natural Gas Company, Inc. shall be made by CertainTeed by mailing same within fifteen (15) days after receipt of the bill.

ARTICLE VII. MEASUREMENT.

7.1. Meter(s) and other related equipment installed and maintained by or on behalf of Delta shall be the exclusive method and means of determining the quantity of gas delivered to CertainTeed. Reading, calibration and adjustment of Delta's meter(s) and related measurement equipment shall be performed solely by Delta using generally accepted procedures. Delta shall read said meters at regular intervals and the cost of reading, calibrating, adjusting and otherwise maintaining said meter(s), excluding repair of damage caused by CertainTeed, shall be borne by Delta. Delta shall test the accuracy of any meter in use under this Agreement at regular intervals

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8.2. Excess Quantities. The title to the Excess Quantities of natural gas sold by Delta to CertainTeed hereunder shall pass to CertainTeed at the Delivery Point.

8.3. After delivery of the Excess Quantities of natural gas sold by Delta to CertainTeed hereunder and the Resources Contract Quantities at the Delivery Point, CertainTeed shall be deemed in exclusive control and possession thereof and, as between the parties hereto, shall be responsible for any loss of gas or damage, claim, liability or injury caused thereby.

ARTICLE IX. TAXES AND FRANCHISE FEES.

Delta may collect from CertainTeed any taxes and franchise fees, including, but not limited to, sales tax, school tax and gross receipts tax, which by law may be collected from CertainTeed whether such tax is now in existence or hereinafter promulgated or applied and such taxes shall be in addition to the price set forth in Article IV of this Agreement, all as set forth in Delta's tariffs on file at the PSC.

ARTICLE X. FORCE MAJEURE.

10.1. In case any party to this Agreement fails to perform any obligations hereunder assumed by it and such failure is due to acts of God or a public enemy, strikes, riots, injunctions or other interference through legal proceedings, breakage or accident to machinery, equipment or pipe, washouts, earthquakes, storms, freezing of wells, blow-outs, or the compliance with any state or federal, or with any order of the federal government

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or any branch thereof, or of the government of the Commonwealth of Kentucky, or to any causes not due to the fault of such party, or is caused by the necessity for making repairs or alterations in machinery, equipment or lines of pipe, such failure shall not be deemed to be a violation by such party of its obligations hereunder, but such parties shall use due diligence to again put itself in position to carry out all of the obligations which by the terms hereof it has assumed.

10.2. Notwithstanding the provisions of paragraph 10.1, CertainTeed shall not be relieved of its obligations under Articles IV, V and IX of this Agreement to pay for gas delivered, the Standby Charge and those taxes and franchise fees which Delta may collect from CertainTeed.

ARTICLE XI. GOVERNMENTAL REGULATION.

11.1. This Agreement shall be subject to all applicable and valid statutes, rules, orders and regulations of any federal, state or local governmental authority or agency having jurisdiction over the parties, or Resources, their facilities or gas supply, this Agreement or any provision thereof. The parties agree that should any state, federal or local governmental authority or agency with jurisdiction over this Agreement or transactions herein require approval for the Standby Charge or sale of gas hereunder, then each party shall make all necessary applications or filings, and shall submit any records or data required by such governmental authority or agency.

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ARTICLE XIII. NOTICES.

Any notice, request, demand, statement, bill or payment or other communication which either party may desire to give to the other, shall be in writing and shall be delivered to the addresses listed below or at such other address as the parties may designate in writing:

To Delta: Delta Natural Gas Company, Inc.  
Route 1, Box 30-A  
Winchester, Kentucky 40391  
Attn: George S. Billings

To CertainTeed: CertainTeed Corporation  
P. O. Box 448  
Corbin, Kentucky 40701  
Attn: Brian Sullivan

ARTICLE XIV. ASSIGNMENT.

CertainTeed shall not assign this Agreement or any of its rights or obligations hereunder unless it shall have obtained prior written consent of Delta.

ARTICLE XV. SUCCESSORS.

Subject to the terms and conditions of this Agreement, this Agreement shall extend to and be binding upon the successors, heirs and assigns of the parties hereto.

ARTICLE XVI. WAIVER.

A waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement shall not operate as a waiver of any future default.

ARTICLE XVII. SEVERABILITY.

Except as otherwise provided herein, any provision of this Agreement declared or rendered unlawful by a statute, court of law or regulatory agency with jurisdiction over the

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parties or either of them shall not otherwise affect the other obligations of the parties under the Agreement.

ARTICLE XVIII. HEADING.

The headings of the provisions of this Agreement are used for convenience only and shall not be deemed to affect the meaning or construction of such provisions.

ARTICLE XIX. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and there are no promises, agreements, warranties, obligations, assurances or conditions other than those contained herein.

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

DELTA NATURAL GAS COMPANY, INC.

By: Glenn R. Jennings  
Title: President

CERTAINTEED CORPORATION

By: [Signature]  
Title: VP-Mfg.

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BY: [Signature]