

PRESSURE GAS AGREEMENT

This Pressure Gas Agreement ("AGREEMENT") entered into as of this 11th day of September 2017 by Duke Energy Kentucky, Inc. , hereinafter called "COMPANY" and BALLYSHANNON / BOONE COUNTY BOARD OF EDUCATION, hereinafter called "CUSTOMER", WITNESSETH:

WHEREAS, CUSTOMER represents to COMPANY that CUSTOMER desires COMPANY, under normal operating conditions, to supply gas at the delivery pressure of 2 pound(s) per square inch gauge (psig), hereinafter called "pressure gas", at the outlet of COMPANY's meter located at 7515 Shamrock Ave, Union KY 41091, instead of the COMPANY'S standard delivery pressure of 4 ounces per square inch gauge;

NOW THEREFORE, COMPANY agrees to supply and CUSTOMER agrees to use pressure gas under the following terms and conditions:

CUSTOMER understands and will advise its operating personnel that Company shall make reasonable provision to supply satisfactory and continuous service, but does not guarantee a constant or uninterrupted supply of gas. The Company shall not be liable for any damage or claim of damage attributable to any interruption of service or reduction of pressure caused by unavoidable accident, or casualty, extraordinary action of the elements, action of any governmental authority, litigation, or by any cause which the Company or its suppliers could not have reasonably foreseen and made provision against. Additionally, when necessary to make repairs or changes in Company's plant, transmission or distribution system or other property, Company may, without incurring any liability therefore, reduce pressure or suspend service for such periods as may be reasonably necessary, and in such manner as not to inconvenience Customer unnecessarily. If such action is necessary, as reasonably determined by COMPANY, in each case the reduction of pressure or interruption or suspension of service shall be in accordance with the terms and conditions of Company's applicable gas tariff(s) as approved by and on file with the Kentucky Public Service Commission, as may be amended from time to time. COMPANY will make a commercially reasonable attempt to notify CUSTOMER before reducing the delivery pressure or interrupting or suspending service. Prior notice need not be given or attempted in the event of an emergency as reasonably determined by COMPANY.

The measurement of gas delivered at pressures in excess of COMPANY'S standard delivery pressure of 4 ounces per square inch gauge requires volumetric correction and it is understood that this will be done by COMPANY either mechanically, electronically or mathematically, using correction factors in accordance with standard tables. The unit of measurement for all gas shall be that quantity of gas that 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 degrees F). That atmospheric pressure shall be assumed to be 14.4 pounds per square inch absolute.

By executing this AGREEMENT, CUSTOMER certifies that CUSTOMER will have the existing gas house piping pressure tested at COMPANY'S specified pressure of 30 psig and will install at customer's cost the necessary valves, regulators and controls in the gas house piping that are rated to withstand a minimum design pressure of 10 psig. In addition, CUSTOMER agrees that all future gas house piping will be tested and additional valves, regulators and controls in the gas house piping will be rated to withstand the minimum design pressure. CUSTOMER, at its own expense, will maintain the necessary equipment in good and working order and in compliance with the applicable rating. The details of CUSTOMER'S meter & regulator installation are shown on COMPANY'S Drawing No. 22252301, a copy of which is attached hereto and incorporated herein. CUSTOMER certifies that the information contained on the drawing is accurate. CUSTOMER further represents that pressure boosters will not be used.

CUSTOMER shall be liable for all damages or injuries, including death, occurring to persons or property that are caused by its negligence, willful or wanton misconduct or failure to comply with this AGREEMENT or the negligence or willful and wanton misconduct of its employees, representatives, or subcontractors. Further, CUSTOMER agrees to and shall indemnify, hold harmless and defend COMPANY during the period of any applicable statute of limitation from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, or expenses of whatever kind or nature, including reasonable attorney's fees, which COMPANY may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including loss of use thereof, arising out of or in any way connected with CUSTOMER'S negligence, willful and wanton misconduct, or failure to comply with the terms of this AGREEMENT or with the negligence or willful and wanton misconduct of anyone working under the direct control of CUSTOMER, except as and to the extent that any such injury or damage is caused by COMPANY'S negligence, willful and wanton misconduct, or failure to comply with the terms of this AGREEMENT, or by the negligence or willful and wanton misconduct of anyone working under the direct control of COMPANY.

COMPANY shall be liable for all damages or injuries, including death, occurring to persons or property that are caused by its negligence, willful or wanton misconduct or failure to comply with this AGREEMENT or the negligence or willful and wanton misconduct of its employees, representatives, or subcontractors. Further, COMPANY agrees to and shall indemnify, hold harmless and defend CUSTOMER during the period of any applicable statute of limitation from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, or expenses of whatever kind or nature, including reasonable attorney's fees, which CUSTOMER may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including loss of use thereof, arising out of or in any way connected with COMPANY'S negligence, willful and wanton misconduct, or failure to comply with the terms of this AGREEMENT or with the negligence or willful and wanton misconduct of anyone working under the direct control of COMPANY, except as and to the extent that any such injury or damage is caused by CUSTOMER'S negligence, willful and wanton misconduct, or failure to comply with the terms of this AGREEMENT, or by the negligence or willful and wanton misconduct of anyone working under the direct control of CUSTOMER.

CUSTOMER agrees to notify COMPANY of any proposed changes in the gas pressure. If such a change in gas pressure occurs, then CUSTOMER will be required to execute a new pressure gas agreement and COMPANY will adjust its billing charge accordingly.

This AGREEMENT may be terminated by either party giving 90 days written notice to the other.

This AGREEMENT shall be binding upon the successors and assigns of COMPANY and CUSTOMER.

The failure of any Party to this AGREEMENT to exercise any right granted under this AGREEMENT shall not impair nor be deemed as a waiver of such Party's privilege of exercising such right at any subsequent time or times.

There shall be no modification of any of the terms and provisions of this AGREEMENT except in writing signed by both Parties.

This AGREEMENT shall be construed under the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, COMPANY and CUSTOMER have executed this AGREEMENT in duplicate.

DUKE ENERGY KENTUCKY, INC.

By: _____

Bret Litmer, Supervisor
Gas Residential & Commercial Sales

BALLYSHANNON / BOONE COUNTY BOARD OF
EDUCATION

Customer Signature: _____

Customer Printed Name: _____

Customer Address: 8330 Us 42, Florence Ky 41042

859-283-1003

61:6001252

Service Agreement for Installing New Gas Service (Kentucky)

This Agreement is entered into this _____ day of _____ ("Effective Date") by and between the owner of the property listed below ("Owner"), and Duke Energy Kentucky, Inc. ("Duke Energy Kentucky"), a Kentucky corporation. Owner and Duke Energy Kentucky shall be referred to individually as a "Party" and collectively as "Parties."

WHEREAS, Owner desires and requests to take natural gas service from Duke Energy Kentucky pursuant to the terms of Duke Energy Kentucky's tariffs and regulations as filed and approved by the Kentucky Public Service Commission; and

WHEREAS Owner desires and requests Duke Energy Kentucky to install underground natural gas utility service to the Property pursuant to the terms of Duke Energy Kentucky's Service Regulations Section IV Tariff K.Y.P.S.C. Gas No. 2, Sheet 23 ("Section IV"); and

WHEREAS, Duke Energy Kentucky is willing to install new underground natural gas service to the Property pursuant to Section IV and in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

For purposes of this Agreement, "Property" shall mean the address identified below and shall be the premises on which the gas facilities are located. "Resident" shall mean the party residing on or occupying the Property. Owner and Resident may or may not be the same party.

Pursuant to the terms and conditions of its Commission-approved natural gas tariffs, Duke Energy Kentucky agrees to perform the following at no cost to Owner:

1. Install a natural gas service from the gas main to the approved meter location at the Property. When a service is being installed to a new structure, see the Duke Energy - Gas Installers Manual, Section E for Owner's responsibility.
2. Perform restoration work on any hard paving impacted by the installation of the natural gas service. Duke Energy Kentucky, its employees, representatives, agents and subcontractors shall not be responsible for soft restoration such as seed, straw, sod, or any type of landscaping.
3. Install a natural gas meter in an approved location at the Property once the Resident has one (1) natural gas appliance ready for use.

Owner agrees to perform the following at no cost to Duke Energy Kentucky:

1. Follow all requirements as described in the Duke Energy - Gas Installers Manual, Section E.
2. Clearly mark all privately owned underground infrastructure prior to the installation of the natural gas service (e.g., underground dog fencing, electric for landscape lighting or yard lighting, etc.).
3. Modify or install house piping to the Resident's natural gas appliances as well as to the proposed meter location. (It is strongly recommended that a licensed, qualified plumber perform this work.)
4. Confirm that any existing propane house line and appliances meet natural gas codes. (It is strongly recommended that a licensed, qualified plumber perform this work.)
5. Perform the necessary modifications to existing appliances in order to convert them to natural gas. (It is strongly recommended that a licensed, qualified plumber or appliance technician perform this work.)
6. Remove all propane from any existing house piping prior to Duke Energy Kentucky installing the natural gas meter.
7. Call Duke Energy Kentucky (513-651-0444) to arrange for a houseline inspection and gas meter installation once all house piping work has been completed.

In signing this Agreement, Owner agrees to use, or to cause Resident to use, natural gas for a minimum term of one (1) year as measured from the date Owner or Resident becomes a customer of Duke Energy Kentucky. Owner also agrees to become a Customer, or to cause Resident to become a Customer, of Duke Energy Kentucky within 6 months of the completion of the natural gas facilities. Should Owner or Resident fail to become a customer within such 6 month time frame, Owner shall be responsible for the installation cost of the service (\$37400.00) and Duke Energy Kentucky shall bill Owner for such cost. Any exceptions to the 6 month time frame must be approved by Duke Energy Kentucky.

All natural gas facilities installed by Duke Energy Kentucky shall be owned and maintained by Duke Energy Kentucky. Owner hereby authorizes Duke Energy Kentucky or its subcontractors to perform any necessary maintenance work required.

Owner shall indemnify and hold harmless Duke Energy Kentucky and its employees, representatives, agents, and subcontractors, for any liability, damages, and expenses related to or arising out of any hazardous substance, contaminant, or pollutant that is on the Property through no fault of Duke Energy Kentucky, its employees, representatives, agents and subcontractors.

This Agreement shall be governed by and construed under the laws of the Commonwealth of Kentucky without reference to the conflict of law principles thereof.

Property Address: 7515 Shamrock Ave, Union KY 41041

Printed Name of Resident: _____ Resident Phone: _____

Printed Name of Owner: _____ Owner Phone: _____

Billing Address: _____ Business Phone: _____

City: _____ State: _____ Zip: _____

Signature of Owner or Agent: _____ Date: _____

Printed Name of Owner or Agent: _____ Phone: _____

Company Representative Signature: _____ Date: _____

Printed Name of Company Representative: Brad Steinmetz

eMax Number: 22252301