

Stand Energy Corporation
1077 Celestial Street Suite 110, Cincinnati, Ohio 45202-1629

GAS PURCHASE AUTHORIZATION
FOR IMMEDIATE DELIVERY
IMPORTANT TIME SENSITIVE DOCUMENT

This Purchase Authorization confirms the verbal agreement reached between representatives of the Buyer and Seller identified herein and is subject to terms and conditions of the existing Natural Gas Purchase Agreement between Buyer and Seller.

Seller: Stand Energy Corporation
Attn: Larry Freeman and Nan Hamilton
Phone: (513) 621-1113 or (800) 598-2046
Fax: (513) 621-3773

Buyer: Boone County Schools
Attn: Karen Lenihan
Phone: 859.282.3320
Fax: 859.282.2358
E-mail: karen.lenihan@boone.kyschools.us

Month	MMBtu (Dth)	Price Range	Location	Month	MMBtu (Dth)	Price Range	Location
Nov 2019	1,100	2.69 to 2.79	TCO			to	
Dec 2019	1,300	2.69 to 2.79	TCO			to	
Jan 2020	1,600	2.69 to 2.79	TCO			to	
Feb 2020	1,500	2.69 to 2.79	TCO			to	
Mar 2020	1,100	2.69 to 2.79	TCO			to	
		to				to	

NOTICE: If this document does not reflect your understanding of the transaction, please contact your Stand Energy Corporation representative immediately upon receipt. Buyer acknowledges that Seller will not execute any gas purchases on behalf of Buyer until Seller receives a Gas Purchase Authorization executed by Buyer's representative. This document authorizes Seller to purchase the quantities of gas set forth above, within the stated price range. If Seller is unable to execute a purchase at or below the above price(s) within ten (10) days, this Gas Purchase Authorization will be null and void.

SEC Affiliate: Randy Bessler
Conner High - Conner Middle - New Haven

Customer ID: _____

In the event of automatic renewal the price of all natural gas delivered by Seller to Buyer shall be at a variable rate based upon a recognized index plus Seller's applied pipeline charges, including shrinkage, and other charges.

PRICE ACKNOWLEDGEMENT

Buyer requests confirmation of purchase by:

- ☐ Phone
☐ Fax
☐ E-mail

For SEC use only:

Approved by: _____ Sent by: _____

Date: _____ Date: _____

PRICE

LOCATION

BUYER

By: M. Poirey

Title: ASSIST. Supt.

Date: 10/3/19

FAX TO SEC @
513-621-3773

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Month	MMBtu (Dth)	Price Range	Location	Month	MMBtu (Dth)	Price Range	Location
Nov 2019	2,600	2.69 to 2.79	TCO			to	
Dec 2019	2,700	2.69 to 2.79	TCO			to	
Jan 2020	4,200	2.69 to 2.79	TCO			to	
Feb 2020	2,900	2.69 to 2.79	TCO			to	
Mar 2020	2,900	2.69 to 2.79	TCO			to	
		to				to	

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SEC Affiliate: Randy Bessler

Customer ID: _____

#2148 Ockerman #2149 Boone County #2150 Gray Middle #2151 Ryle High

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PRICE ACKNOWLEDGEMENT

Buyer requests confirmation of purchase by:

☐ Phone

☐ Fax

☐ E-mail

For SEC use only:

Approved by: _____ Sent by: _____

Date: _____ Date: _____

PRICE

LOCATION

BUYER

By: M. Porely

Title: Asst. Supt

Date: 10/3/19

FAX TO SEC @
513-621-3773



1077 Celestial St. , Suite 110
Cincinnati, Ohio 45202-1629
Toll Free (800) 598-2046
Fax (513) 621-3773

October 2, 2019

Boone County Schools
3330 U.S. 42
Florence, KY 41042

Re: Natural Gas Purchase Agreement Addendum

Reference is made to the Natural Gas Purchase Agreement dated October 1, 2010 between **STAND ENERGY CORPORATION** ("SEC") and **BOONE COUNTY SCHOOLS** ("Buyer") for the sale of natural gas by SEC to Buyer's facilities located in Kentucky

ADDITIONAL LOCATIONS: The following locations will be added to the Buyer's Natural Gas Purchase Agreement with each location having an individual SEC account number:

Location Name	Location Address	Meter Number	Account Number
New Haven Elementary	10854 US Rt. 42, Union, KY 41091	000681160	5910-0706-01-0
Conner Middle School	3300 Cougar Path, Hebron, KY 41048	000682580	9580-2004-01-0
Conner Sr. High	3310 Cougar Path, Hebron, KY 41048	000192875	9600-0707-01-2

Accepted and agreed this ____ day of _____, 2019.

STAND ENERGY CORPORATION

ATTEST

BY: _____

TITLE: PRESIDENT

DATE: _____

BOONE COUNTY SCHOOLS
Customer ID # _____

ATTEST

BY: _____

TITLE: _____

PRINTED NAME: _____

DATE: _____

Duke Energy Kentucky, Inc.
Customer Pooling Agreement

This Agreement shall serve jointly as an application for service with Duke Energy Kentucky, Inc. ("Company") under Tariff Rate IT, Tariff Rate IT/FT, or Tariff Rate FT-L as specified below, and as an amendment to the Gas Transportation Agreement, Duke Energy Kentucky, Inc. Rate IT, currently in effect between Customer and Company. All terms and conditions contained in the Gas Transportation Agreement shall remain in effect unless otherwise specified below.

Customer Name: Boone County Board of Education New Haven Elem **Customer Account #:** 5910-0706-01-0
Service Address: 10854 US Rt 42, Union, KY 41091
Contact Person: Karen Lenihan, District Energy Coordinator **Phone #:** 859 282 3320 x21108 **Fax #:** _____
Email: karen.lenihan@boone.kyschools.us **Effective Start Date:** _____

Interruptible Monthly Balancing Pool – Rate IMBS (Please enter "X" for choice of pool balancing option)

Participation in a pool includes a general daily balancing obligation and charges based on the carry-over tolerance level selected below.

All Pools	8% monthly carry-over May through November	Customer charge per tariff: currently \$0.1097/Mcf
	10% monthly carry-over December through April	

Customer and Pool Operator hereby agree that the account identified herein shall be included for supply management purposes within the Pool Operator's management pool (use separate form for each account).

Pool Operator: Stand Energy Corporation **Tariff Rate (circle one):** IT IT/FT FT-L

For IT/FT Service: Contract Demand (Mcf/day): _____

The Contract Demand specified above amends the Gas Transportation Agreement designating the volume of gas which Customer may use each gas day in the event of an operational curtailment. Contract Demand is firm service use and will be billed in accordance with Company's Tariff Rate IT or Tariff Rate FT-L. Transportation service shall continue for a minimum initial term of twelve months. Refer to Tariff Rate IT, Tariff Rate FT-L, and Tariff Rate IMBS for additional provisions, including, but not limited to, limitations on movement between rate schedules and applicable riders and taxes.

Customer and Pool Operator acknowledge that under normal operating conditions membership in a pool shall not obligate Customer's individual account(s) to balancing requirements beyond those that Customer specifically agrees to with Pool Operator. However, during periods of operational curtailment, Customer's failure to respond to curtailment orders will result in Company directly charging Customer for unauthorized usage and/or disconnection of service by Company and other provisions as specified in Customer's Gas Transportation Agreement and applicable tariffs. Customer and Pool Operator understand and agree that all other supply management responsibility shall rest with Pool Operator in accordance with Tariff Rate IMBS. If Customer changes its choice of Pool Operator, Customer is responsible for providing notification of change to former Pool Operator.

Customer	Pool Operator	Duke Energy Kentucky, Inc.
_____ Print Name	_____ Print Name	<u>Mitch Martin</u> Print Name
_____ Signature	_____ Signature	_____ Signature
_____ Title	_____ Title	<u>Manager, Citygate Operations</u> Title
_____ Email Address	_____ Email Address	<u>Mitch.Martin@duke-energy.com</u> Email Address
_____ Date	_____ Date	_____ Date

Please email to: GasCommercialOperations@duke-energy.com, or fax to 513-287-2018. **This Agreement must be received no later than the 20th day of the month preceding the Effective Start Date listed above.**

For internal use only

Date Received: _____ - _____ - _____
MM DD YR

Form effective date: April 2019

Duke Energy Kentucky, Inc. Representative

Duke Energy Kentucky, Inc.
Customer Pooling Agreement

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Customer Name: Boone County Board of Education Conner Sr High **Customer Account #:** 9600-0707-01-2
Service Address: 3310 Cougar Path, Hebron, KY 41048
Contact Person: Karen Lenihan, District Energy Coordinator **Phone #:** 859 282 3320 x21108 **Fax #:** _____
Email: karen.lenihan@boone.kyschools.us **Effective Start Date:** _____

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Customer

Print Name

Signature

Title

Email Address

Date

Pool Operator

Print Name

Signature

Title

Email Address

Date

Duke Energy Kentucky, Inc.

Mitch Martin
Print Name

Signature

Manager, Citygate Operations
Title

Mitch.Martin@duke-energy.com
Email Address

Date

Please email to: GasCommercialOperations@duke-energy.com, or fax to 513-287-2018. **This Agreement must be received no later than the 20th day of the month preceding the Effective Start Date listed above.**

For internal use only

Date Received: _____ - _____ - _____
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Customer Name: Boone County Board of Education Conner Middle School **Customer Account #:** 9580-2004-01-0
Service Address: 3300 Cougar Path, Hebron, KY 41048
Contact Person: Karen Lenihan, District Energy Coordinator **Phone #:** 859 282 3320 x21108 **Fax #:** _____
Email: karen.lenihan@boone.kyschools.us **Effective Start Date:** _____

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Customer

Print Name

Signature

Title

Email Address

Date

Pool Operator

Print Name

Signature

Title

Email Address

Date

Duke Energy Kentucky, Inc.

Mitch Martin
Print Name

Signature

Manager, Citygate Operations
Title

Mitch.Martin@duke-energy.com
Email Address

Date

Please email to: GasCommercialOperations@duke-energy.com, or fax to 513-287-2018. **This Agreement must be received no later than the 20th day of the month preceding the Effective Start Date listed above.**

For internal use only

Date Received: _____ - _____ - _____
MM DD YR

Form effective date: April 2019

Duke Energy Kentucky, Inc. Representative

**GAS TRANSPORTATION AGREEMENT
DUKE ENERGY KENTUCKY, INC. RATE FT-L**

This GAS TRANSPORTATION AGREEMENT (the "Agreement") is entered into and effective as of the first day of _____, 2019 (the "Effective Date"), by and between DUKE ENERGY KENTUCKY, INC., a Kentucky corporation with offices at 4580 Olympic Boulevard, Erlanger, Kentucky 41018 ("Duke Energy"), and _____, a _____ corporation having facilities at _____ ("Customer"). Duke Energy and Customer may be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Customer has arranged for the purchase of firm basis natural gas from a third party and for the delivery of such gas to a Duke Energy city-gate receipt point; and

WHEREAS, Customer desires Duke Energy to transport such gas on the Duke Energy gas distribution system on a firm basis; and

WHEREAS, Duke Energy is willing to receive such gas at a Duke Energy city-gate receipt point and transport and deliver such gas to the outlet of Customer's meter (the "Delivery Point"), and Customer is eligible and willing to receive such gas at the Delivery Point, all in accordance with the terms and conditions herein and in Duke Energy's prevailing Rate FT-L, KY. P.S.C. Gas No. 2, Sheet No. 51 (including all associated riders and any successor tariff sheet thereto), a copy of which is attached hereto as Appendix A (the "Governing Tariff").

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

Article I. Definitions: The following capitalized words and phrases used in this Agreement shall have the following meanings:

- A. "KY PSC" shall mean the Kentucky Public Service Commission.
- B. "Service Regulations" shall mean the set of rules and regulations of Duke Energy for providing gas service as approved by the KY PSC.
- C. "Tariffs" shall mean documents approved by the KY PSC describing the terms and conditions under which Duke Energy provides natural gas service.

Article II. Governing Tariff:

- A. Service under this Agreement shall be in accordance with the Governing Tariff. Except as otherwise provided herein, the terms and conditions and other provisions of the Governing Tariff shall control all aspects of this Agreement. Customer acknowledges and agrees that the terms and conditions of the Governing Tariff and any other applicable Tariff may be changed from time to time by valid order of the KY PSC or other governmental authority

having jurisdiction over such service. Customer agrees that any such changes will supersede any inconsistent terms and conditions in the existing Tariffs and this Agreement and will apply to this Agreement as of the effective date of the order by the KY PSC or other governmental authority with jurisdiction approving such changes.

B. Service is for Customer's use only and under no circumstances may Customer or Customer's agent or any other individual, association or corporation install meters for the purpose of reselling or otherwise disposing of service supplied Customer.

Article III. Continuity of Service: Duke Energy shall make reasonable provision to supply satisfactory and continuous service, but does not guarantee a constant or uninterrupted supply of gas and shall not be liable for any damage or claim of damage attributable to any interruption caused by unavoidable accident or casualty, extraordinary action of the elements, action of any governmental authority, litigation, or by any cause which Duke Energy could not have reasonably foreseen and made provision against. A Rate FT-L customer shall be subject to the curtailment of service provisions set forth in the Governing Tariff.

Article IV. Notice:

A. Each Party shall designate a representative for the receipt of any notices required under this Agreement (other than an interruption notice), which may be changed from time to time. All such notices shall be in writing and delivered by U.S. mail, personal delivery, facsimile or email. Notices shall be effective upon receipt or such later date specified in the notice.

B. Any interruption notice provided under this Agreement may occur, at Duke Energy's option, verbally in person or by phone, in writing, or electronically, including through the use of Duke Energy's automated calling system. Customer shall be responsible for designating personnel to be contacted in the event of a curtailment. When designating such personnel, Customer shall provide contact information that allows Duke Energy to give notice any time, day or night, and any day of the year including all holidays. Customer also shall be responsible for providing Duke Energy with timely updates to the personnel to be contacted, including change of phone numbers, from time to time throughout the term of this Agreement.

Article V. Suppliers/Pool Operators:

A. Customer shall choose a supplier/pool operator (a "Pool Operator") to perform certain of its obligations under this Agreement and shall provide Duke Energy with a customer pooling agreement authorizing the Pool Operator to act on Customer's behalf. Customer's authorized Pool Operator shall have available to it supply management/pooling options and shall perform in the same manner as Customer and abide by Duke Energy's policies, whether enumerated in this Agreement, the Governing Tariff, Duke Energy's pooling and balancing tariff (Rate IMBS) or Duke Energy's Service Regulations.

B. Customer or Pool Operator shall nominate, and Duke Energy shall confirm, daily delivery of necessary quantities of natural gas to the city gate receipt point. Duke Energy shall not be liable for under-deliveries, over-deliveries, imbalances, or other conditions caused by Customer's Pool Operator which result in Customer having to purchase higher priced gas or

incur other increased incremental costs. Customer shall be subject to such balancing requirements, thermal conversion adjustments and unaccounted for allowance requirements as defined under the Governing Tariff and associated balancing rates and riders.

C. Notice of changes in Duke Energy's Tariffs or Service Regulations shall be directed to Customer. Duke Energy also will attempt to inform Customer's Pool Operator of such changes but will be under no obligation to do so.

D. Customer shall be liable for any penalty or loss incurred by Duke Energy as a result of the actions of its Pool Operator. Customer acknowledges this liability and agrees to indemnify, defend and hold Duke Energy harmless with respect this liability.

Article VI. Billing: Customer's net monthly bill shall be computed in accordance with the following:

A. Administration Charge Per Month - A monthly administrative charge shall be billed in accordance with the Governing Tariff.

B. Transportation Throughput Charge - Transportation service provided under this Agreement shall be billed in accordance with the Governing Tariff. Gas volumes shall be measured by the meter at Customer's facilities. In the event of equipment malfunction, gas volumes shall be calculated based on usage records for such facilities. Customer agrees to accept such gas volumes for billing purposes.

C. Rate IMBS Throughput Charge - A charge for gas balancing service shall be billed in accordance with Rate IMBS, Interruptible Monthly Balancing Service, KY. P.S.C. Gas No. 2, Sheet No. 58.

D. Other Charges - Any other applicable charges as set forth in Governing Tariff shall be billed in accordance with the Governing Tariff.

E. Unauthorized Usage - If Customer uses gas in excess of the quantity nominated and delivered, Customer shall be responsible for the penalties charged to Duke Energy for such unauthorized usage. In addition, Duke Energy shall be entitled to any other remedies available under the Governing Tariff.

Article VII. Warranty of Title: Customer, either on its own or acting through its designated supplier, warrants that it shall have good title to all gas delivered to Duke Energy for transportation under this Agreement and that such gas will be free and clear of all liens, encumbrances and claims whatsoever. Customer shall indemnify, defend and hold Duke Energy harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

Article VIII. Force Majeure: Neither of the Parties hereto 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, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, gas curtailment imposed by

interstate or intrastate pipelines, 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 reasonably within the control of the Party claiming force majeure and which by the exercise of due diligence such Party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the Party claiming force majeure. Such causes or contingencies affecting the performance hereunder by either Party shall not relieve such Party of liability in the event of its concurring negligence or its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Customer from its obligation to make payments of amounts then due hereunder.

Article IX. Delivery Pressure: Duke Energy shall use reasonable efforts to deliver gas under this Agreement at Duke Energy's standard four (4) ounce pressure, unless otherwise agreed to in a separate pressure agreement. The Parties agree that in times of emergency, high demand delivery, or during periods of construction and maintenance, the delivery pressure may fall below such standard pressure. Nothing herein shall be construed as implying a warranty by Duke Energy as to gas pressure.

Article X. Metering:

A. Meters and regulating equipment shall be owned and installed by Duke Energy at the Delivery Point. Duke Energy shall have the right of access to meters and measuring equipment at all times.

B. Customer agrees to install and maintain 110v electric service at Customer's sole cost and effort at a location approximately twenty (20) feet from the location of Duke Energy's gas meter(s). All electric service installed by Customer under this Agreement shall be suitable for use with Duke Energy's Automatic Meter Reading (AMR) equipment. Customer shall maintain and install adequate protection for the electric service so that Duke Energy may receive continuous and dependable information on such metering equipment. Customer shall be responsible for the monthly charges for such electric service or other necessary equipment or utilities.

C. Duke Energy reserves the right to change its metering from time to time for maintenance purposes and also to add remote meter reading devices or other equipment as it may desire for monitoring and measuring the Customer's gas usage.

Article XI. Term of Agreement: The primary term of this Agreement shall be one (1) year from the Effective Date; provided, however, that in the event this Agreement replaces an existing agreement between Duke Energy and Customer for service under the Governing Tariff, the primary term of this Agreement shall be thirty (30) days. Following expiration of the primary term, this Agreement shall continue unless canceled by either Party upon thirty (30) days written notice.

Article XII. Regulatory Authority:

A. This Agreement is subject to the jurisdiction and authority of the KY PSC and any other governmental authority having jurisdiction and to the rules, orders and regulations of such governmental authorities. Nothing herein contained shall be construed as divesting, or attempting to divest, any governmental authority of any of its rights, jurisdiction, powers or authority conferred by law. Except as specifically provided herein, nothing in this Agreement shall be construed so as to alter, modify or change conditions of normal gas deliveries pursuant to other Tariffs, contracts or curtailment priorities as are from time to time imposed upon Duke Energy's customers pursuant to regulatory orders, laws, requirements or sanctions. All service provided hereunder shall be subject to Duke Energy's Service Regulations for gas service as on file with the KY PSC.

B. This Agreement shall be contingent upon the receipt of such regulatory approvals or authorizations as may be required. The Parties agree to cooperate to obtain all required approvals or authorizations.

Article XIII. Taxes: Any state or local sales or use tax or any utility gross receipts license tax imposed by any state or local government agency or instrumentality within Kentucky shall be paid by Customer. Nothing contained herein shall be construed as imposing any obligation on Duke Energy with respect to any tax imposed on Customer after title and possession of the gas shall have passed to Customer or Customer's designee.

Article XV. Successors and Assigns: This Agreement shall be binding on, and inure to the benefit of, the successors and assigns of Duke Energy and Customer. This Agreement shall supersede and cancel previous gas service agreements except (a) existing pressure gas service agreements and (b) any obligations incurred by Customer to make payment for services received but not yet paid for under an existing gas service agreement.

Article XV. Applicable Law: This Agreement shall be governed by the laws of the Commonwealth of Kentucky regardless of choice of law principles in Kentucky or any other state.

Article XVI. Counterparts: This Agreement may be executed by the Parties in one or more counterparts, all of which when taken together, shall constitute one and the same instrument, and may be delivered by facsimile, email or other electronic means.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date set forth above.

DUKE ENERGY KENTUCKY, INC.

By: _____

By: Mitch Martin
Print name here

Title: Manager, Citygate Operations

Date: _____

By: _____

By: _____
Print name here

Title: _____

Date: _____