STAND ENERGY CORPORATION

NATURAL GAS PURCHASE AGREEMENT

BUYER	**SELLER**
Beechwood Board of Education 54 Beechwood Road Fort Mitchell, KY 41017 Phone: FAX:	Stand Energy Corporation 1077 Celestial Street Suite #110 Cincinnati, OH 45202 Phone: (513) 621-1113 FAX: (513) 621-3773

QUANTITY	One hundred (100%) percent of Buyer's total natural gas requirements.
TERM	**This Agreement shall be effective for a period of one (1) year from the effective date of first flow which shall be the anniversary date of the Agreement. Buyer understands that Seller will need to contract for supplies and transportation each year in advance of Buyer's anniversary date.** ***To be completed by Stand Energy Corporation:*** **The effective date of this Agreement is ________________, 2025.**
DELIVERY & TITLE	Delivery and title transfer will take place at the city gate of Buyer's gas utility or at the natural gas storage field, as appropriate.
PRICE per MMBtu (Dth)	*As specified on any Exhibit or Addendum attached hereto and incorporated herein by reference.*
BILLINGS	**BILLING ADDRESS:** 54 Beechwood Road Fort Mitchell, KY 41017 **SERVICE ADDRESS:** 54 Beechwood Road Fort Mitchell, KY 41017 Acct. # 9101 2074 8599
REMITTANCE	**TO:** Stand Energy Corporation By check: PO Box 632712, Cincinnati, OH 45263-2712 By wire: Fifth Third Bank, Cincinnati, OH ABA #042000314 ACCT #7482241499 ***Invoices exceeding $100,000 to be paid by wire transfer.***

This SALE is subject to the TERMS AND CONDITIONS attached hereto and incorporated herein by reference.

I acknowledge that this represents the entire agreement reached between BUYER and SELLER	BUYER	**AUTHORIZED SIGNATURE**	
		PRINTED NAME	
		TITLE	**DATE**
	SELLER	**SIGNATURE**	
		PRINTED NAME **JUDITH A. PHILLIPS**	
		TITLE **PRESIDENT**	**DATE**

Doc: K01212008A

TERMS AND CONDITIONS

ESTABLISHMENT: Seller will use reasonable efforts to establish Buyer under this Agreement, but actual establishment is dependent upon Buyer meeting necessary approvals of the state regulatory commission, credit requirements, and obtaining Buyer's Utility's approval.

DISCLAIMER: Seller will purchase natural gas and title to the gas will be free from all liens and adverse claims. This entire Agreement is subject to Seller obtaining necessary transportation contracts with necessary pipelines. Should any pipeline or utility delivering to Buyer's facilities increase its transportation rate during the term of this Agreement, Seller, upon presenting appropriate documentation of such increase, shall have the right to correspondingly increase the price of gas delivered to Buyer.

ASSIGNMENT: Seller may transfer this Agreement to a successor or assignee capable of meeting its requirements. Buyer may assign this Agreement with Seller's consent, which shall not be unreasonably withheld. This Agreement shall inure to the benefit of and shall be binding on all parties to this Agreement and their respective heirs, successors and assigns.

FULL REQUIREMENTS: Full requirements shall mean Buyer's most recent historic usage profile. Buyer will not purchase natural gas from anyone else unless Seller is unable to secure delivery of Buyer's full requirements and gives Buyer notice of same. Buyer agrees to purchase gas supplied by Seller before obtaining gas from another supplier to meet Buyer's full requirements. Seller will use best efforts to supply or sell additional volumes above Buyer's historic usage profile at the then current market rate plus additional applicable charges.

AGENCY: Buyer appoints Seller as Buyer's agent. Seller accepts such appointment. Buyer authorizes Seller to use best efforts to obtain Buyer's usage data from Buyer's Utility; obtain Buyer's payment and credit history; make nominations; aggregate Buyer's natural gas supply, balancing, banking, storage and pooling thresholds, whichever is applicable, with those of Seller's other customers, and to perform all other tasks reasonably necessary and appropriate to establish, maintain and operate under this Agreement.

CHANGES IN USAGE: Buyer will promptly advise Seller of any event that may impact the Facility's historic usage including, without limitation, equipment outages, shutdowns or replacements, additions, alterations, openings or closings of a Facility or material changes in Buyer's operating hours. Buyer indemnifies Seller against and agrees to reimburse Seller, upon receipt of invoice, for any and all (a) penalties or losses incurred and which cannot be mitigated, resulting from Buyer's failure to advise Seller of a material changes to Buyer's usage and (b) damage or injury caused as a result of the purchase or delivery of the natural gas that results from Buyer's negligence.

RENEWAL: This contract will automatically renew for continual like terms unless cancelled by either Buyer or Seller upon sixty (60) days written notice prior to the anniversary date of the effective date of first flow. 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.

UTILITY NOTIFICATIONS: Buyer will immediately provide Seller with copies of operational flow orders, operational matching orders or similar notices received from utility, by facsimile, and indemnify Seller from any costs associated with Buyer's failure to comply with these orders/notices within the time prescribed therein.

TAXES: Buyer shall pay or cause to be paid all taxes, assessments, fees, levies, duties, penalties, licenses, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon imposed by any government authority ("Taxes") arising from the service rendered, commodities delivered or revenues received under this Contract.

FINANCIAL ASSURANCES: If reasonable grounds for insecurity of payment arise, Seller may request from Buyer, adequate assurances of payment. Adequate assurance shall mean sufficient security including, without limitation, the following: prepayment, updated financial statements, a security interest in an asset acceptable to Seller, a letter of credit, performance bond or guarantee by a creditworthy entity on Buyer's behalf. If Buyer (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) defaults in the payment obligation to Seller; (iii) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against Buyer; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) fails to provide sufficient financial assurances; (vi) fails to fully comply with the terms and conditions of this Agreement; or (vii) becomes unable or unwilling to pay Buyer's debts as they become due; then Seller shall have the right to either suspend deliveries or terminate the Agreement upon five (5) days prior notice. If such cause is not remedied with such period, in addition to any and all other remedies available under this Agreement and the laws of the Commonwealth of Kentucky. Buyer grants Seller an automatic first priority lien on all gas purchased on Buyer's behalf, whether in storage or otherwise, and Seller shall have the right to use the same to satisfy or offset the payment of any indebtedness owed by Buyer to Seller. Buyer agrees that Seller may use any gas purchased for Buyer or on Buyer's behalf as a credit against or offset of Buyer's unpaid account balances or damages incurred by Seller.

PAYMENT: Buyer shall reimburse Seller and pay Seller directly for all transportation charges, gas purchase, storage, shrinkage, and retainage from the wellhead, and all other charges. Buyer shall pay all such charges as amended from time to time. Buyer will pay for storage gas at the time of purchase and billing. Buyer will pay Seller all amounts due on all gas purchased on or before the due date indicated and, in the manner, directed on Seller's invoices. If such date is not a business day, then the due date will be the next business day. Buyer will pay 2% per month on all amounts not paid before the due date. If Buyer's company or organization is currently on Transportation or Tariff Gas Supply, any current amount or past due account balances are the sole responsibility of the Buyer and will be incurred by said Buyer and all its successors. Buyer will pay all costs associated with the collection of any amounts due, including reasonable attorney fees. Buyer authorizes Seller to take possession and use any unused portion of gas stored or purchased on Buyer's behalf as an offset against Buyer's indebtedness to Seller. The obligation of Buyer to make payment for all gas

Buyer's signature________________________________ purchased on Buyer's behalf shall survive the termination or cancellation of this Agreement.

BILLING DISPUTE: If Buyer, in good faith, disputes any part of any billing statement, Buyer shall first pay the entire invoiced amount and provide to Seller a written explanation of the basis for the dispute no later than the due date for payment. Seller shall take prompt action to resolve the billing dispute. Any overpayment by Buyer, upon determination of the correct billing amount, shall be returned to Buyer or credited against the next billing.

METERING: If Buyer requests the installation of a special metering device, then Buyer shall be responsible for all costs associated with the installation, maintenance and operation of the meter.

APPLICABLE LAWS: This Agreement is subject to all valid laws, orders and regulations of all legislatures and regulatory bodies now or hereafter having jurisdiction, directly or indirectly, over this Agreement or any party hereto. Should any party be ordered or required to comply with rules or orders inconsistent with the provisions of this Agreement, this Agreement may be amended by Seller to comply with said rules or orders. It is agreed that this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any action to enforce this Agreement must be brought in the State or Federal Courts located in Covington, Kenton County, Kentucky.

ALL PRICING OPTIONS ARE BASED ON EXHIBIT "A". All pricing options provided on Exhibit "A" are based on Buyer's most recent historical usage profile as of the date of execution of this Agreement. Seller will provide on a best efforts basis any material volumes that are greater or less than the historic profile which may generate additional charges or discounts depending on market pricing. In addition to providing Buyer with average monthly flow of gas during an Operational Flow Order (OFO) day, Seller will provide Buyer, on a best efforts basis, with all incremental gas needed to meet the flow order requirements. Buyer will be responsible for the additional cost of gas during an OFO day including, but not limited to, market based price of gas, delivery charges, or additional LDC charges.

FORCE MAJEURE: *Force majeure* shall mean unanticipated events or conditions, beyond reasonable control of Seller, including but not limited to: (i) Transporter's refusal to accept, transport and redeliver quantities of gas previously nominated by Buyer and confirmed by Transporter; (ii) allocation of such gas between various Shippers on its pipeline system for any reason; (iii) changes in applicable federal, state, or local laws, statutes, regulations, or rules, including changes in any tariff rates, terms, or conditions which may render any or all provisions of this Agreement inoperable; (iv) economic inability to perform resulting from credit terms imposed on Seller by Suppliers, Transporters, Local Distribution Companies, or any other entity. Any such events or conditions shall be deemed *force majeure* events.

If Seller is rendered unable, wholly or in part, by *force majeure* to carry out its obligations under this Agreement, it is agreed that upon Seller's declaration of such *force majeure* in writing or by telephone to the Buyer as soon as practicable after the occurrence of the causes relied on, then the Seller's obligations to deliver all or any portion of gas, so far as Seller is affected by such *force majeure*, shall be suspended from the inception of and during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable and diligent dispatch in order to put Seller in a position to carry out its obligations under this Agreement. *Force majeure* does not apply to or excuse Buyer's payment obligations. Seller specifically reserves the right to alter the terms of this Agreement, including material terms, to either attempt to avoid a *force majeure* declaration or to mitigate its damages. This Agreement shall not be terminated by reason of *force majeure*, but shall remain in full force and effect, unless Seller notifies Buyer in writing that this Agreement is terminated because of *force majeure*. Buyer may purchase natural gas from another source to supplement Seller's deliveries during the anticipated duration of the *force majeure* event.

SEVERABLILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings. No changes can be made to this Agreement unless the changes are in writing and signed by both Buyer and Seller.

INCORPORATION OF EXHIBITS AND ADDENDA: All approved and properly executed Exhibits and Addenda, are hereby incorporated into this Agreement by reference as if fully set forth herein.

NOTICE: Unless otherwise specified, notice under this Agreement from Buyer to Seller shall be in writing and served by U.S. mail, registered or certified with return receipt requested, properly addressed and posted. Seller may elect to provide notice by facsimile or e-mail. Any party that changes its address must give the other party at least five (5) days written notice thereof. Seller may be contacted by phone (513) 621-1113, facsimile (513) 621-3773, or by mail at 1077 Celestial Street, Suite #110, Cincinnati, Ohio 45202-1629.

NON-WAIVER: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

NO DAMAGES TO EITHER PARTY: Neither party shall be liable to the other for any indirect, consequential, special or punitive damages whether arising under tort (including negligence or strict liability), contract, or any other legal theory.

Buyer's signature________________________________

EXHIBIT "A"
NATURAL GAS PURCHASE AGREEMENT

PRICE ELECTION
Must select by initialing in box, One (1) of the Two (2)

1. [ ] **Appalachian Option:** Variable price per MMBtu (Dth) for Appalachian sourced gas determined by the spot gas price purchased for Buyer plus Seller's applied pipeline charges, including shrinkage, and/or other charges. The price will be adjusted monthly to reflect the change in the price of Appalachian sourced gas and/or Seller's pipeline charges. This option shall be altered to be consistent with Buyer's voluntary elections below and construed according to the remaining terms of the Natural Gas Purchase Agreement.

2. [X] **NYMEX Option:** Variable price per MMBtu (Dth) based on the NYMEX monthly price plus Seller's applied pipeline charges, including shrinkage, basis points, storage, and/or other charges. The price will be adjusted monthly to reflect the change in the price of NYMEX gas and/or Seller's pipeline charges. This option shall be altered to be consistent with Buyer's voluntary elections below and construed according to the remaining terms of this Agreement.

VOLUNTARY ELECTIONS
Select by initialing in box.

A. [ ] **Storage Option:** Buyer authorizes Seller to purchase a portion of Buyer's winter requirements as indicated below between the months of April through October. Such gas will be retained in a Storage Pool by Seller on Buyer's behalf. All storage gas shall be paid for by Buyer at the time of purchase for storage injection using the pricing option selected by Buyer below, plus transportation and injection charges. These storage volumes will be used in the following November through March winter period to supplement Buyer's flowing gas purchases delivered by Seller to meet Buyer's total winter requirements. Buyer will pay weighted average cost of transportation, storage and withdrawal, at the time it is withdrawn from storage and redelivered on Buyer's behalf. If Buyer does not use all of the gas placed in storage, excess storage gas will, at SEC's option, be carried over or cashed out at market rates.

- **Projected November through March usage:** __________ **MMBtu(Dth)**
- **Amount Buyer authorizes Seller to purchase for storage:** __________ **MMBtu(Dth)**

- **Storage Pricing: Variable Pricing Option:** [ ] **Fixed Summer Strip:** [ ] **Gas Purchase Authorization:** [ ]

B. [ ] **Base Load Fixed Price Option:** Seller will purchase on behalf of Buyer a NYMEX futures strip of twelve (12) months or five (5) month, as elected below, at a fixed price based on the NYMEX market price at the time of purchase. Prior to the actual purchase, Seller may require Buyer to furnish a letter of credit or other financial assurances as defined in the Natural Gas Purchase Agreement under the paragraph titled FINANCIAL ASSURANCES securing the total base load volume, less the amount paid for storage gas, if any. Each month, Buyer will pay for the cost of the strip plus Seller's transportation charges, including shrinkage, basis points, storage, and/or other charges. Following the term of the futures strip all base volumes used by Buyer will be priced using the pricing option selected by Buyer above. In the event that, in any given month, Buyer does not consume baseload volumes, unused volumes will, at SEC's option, be carried over or cashed out at market rates.

[ ] **12 Month Option.** Buyer elects to purchase a baseload of ________________ MMBtu (Dth) per month for a period of twelve (12) months. Volumes required in excess of such baseload will be provided using the price option selected above.

or

[ ] **5 Month Winter Option.** Buyer elects to purchase a baseload of ________________ MMBtu (Dth) per month during the period November through March. Volumes required in excess of such baseload will be provided using the price option selected above.

[ ] **Other - See Natural Gas Purchase Agreement Addendum**

This paragraph supplements the Natural Gas Purchase Agreement (Agreement) and shall be construed in accordance with the terms of the Agreement. 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.

______________________	______________	______________ President	______________
Buyer's Signature	Date	Seller's Approval	Date

______________________	______________
Buyer's Printed Name	Title

Cust ID:
Buyer's Name: Beechwood Board of Education