

LOUISVILLE GAS & ELECTRIC COMPANY ("LG&E") / KENTUCKY UTILITIES COMPANY ("KU")

MAIL INVOICES TO
IN TRIPLICATE
SHOW PURCHASE ORDER NO.

LG&E and KU Services Company
Mr. Delbert Billiter
Manager LG&E and KU Fuels
220 West Main Street
Louisville, KY 40202

PURCHASE ORDER NUMBER
J19010


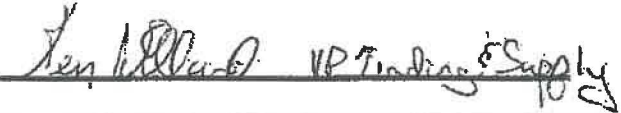
Phone: 502-627-4668
Fax: 502-627-3243

DATE: December 14, 2018

HERITAGE PETROLEUM, LLC
P.O. BOX 6850
EVANSVILLE, IN 47719

NO KENTUCKY SALES TAX PER
DIRECT PAY #037710 ISSUED TO
LOUISVILLE GAS & ELECTRIC CO.
PAY #045084 ISSUED TO KENTUCKY
UTILITIES COMPANY

SHIP TO: POWER PLANT TANK.
BY DELIVERY TRUCKS

ITEM NO.	QUANTITY	UNIT	DESCRIPTION
	"As Needed" Per Buyer Request	Gallons	<p>This Purchase Order, including the terms and conditions attached which are incorporated herein, is being written for #2 fuel oil deliveries, when requested during calendar year 2019:</p> <p><u>Price:</u> As bid for the volume requested.</p> <p>The Louisville Gas & Electric Company/Kentucky Utilities Company power plant covered under this order is as follows:</p> <ol style="list-style-type: none"> 1. Trimble County Generating Station located off Highways 754 & 1838, 489 Corn Creek Road, Bedford, KY; Mike Buckner, General Manager. <p>The Kentucky Utilities Company's power plants covered under this order are as follows:</p> <ol style="list-style-type: none"> 1. E.W. Brown Generating Station and E.W. Brown Combustion Turbines located off State Highway 33 near Burgin, KY, in Mercer County; Jeff Fraley, General Manager. 2. Ghent Generating Station located off US Highway 42 near Ghent, KY in Carroll County; Steve Turner, General Manager. 3. Haefling Peaking Station (near Mercer Road) in Lexington, KY, Jeff Fraley, General Manager. <p>BUYER LOUISVILLE GAS AND ELECTRIC COMPANY KENTUCKY UTILITIES COMPANY</p> <p> _____ Manager LG&E and KU Fuels</p> <p>SELLER HERITAGE PETROLEUM, LLC</p> <p> _____ VP Trading & Supply</p>

TERMS AND CONDITIONS

DELIVERY: Deliveries are to be made via transport trucks of roughly 7,000 gallons or more when ordered by any of the plants.

E.W. BROWN CTs - FUEL OIL HIGH HEATING VALUE ("HHV"): Seller is required to provide HHV for each "fuel lot" (delivery of a single fuel by group of trucks) on any purchase made for the E.W. Brown Combustion Turbines.

PRICES/INVOICES: Prices quoted on successful bids will be held firm for delivery of entire quantity of fuel oil being requisitioned.

All invoices for shipments under this Purchase Order should indicate the above purchase order number and the generating station receiving shipment and are governed by the terms and conditions hereof.

ORDERING: By copy of this Purchase Order to Buyer, Buyer may, when fuel oil is required, call, email, or fax Ken Willard (Mobile: 812-457-9982; Office: 800-422-3645; Email: kwillard@heritageoil.com; Fax: 812-422-0757) for a price quotation.

PAYMENTS: Payments will be due 15 days from receipt of invoice and receipt of oil at the generating station, whichever is later.

SALES TAX: This Purchase Order is not subject to Kentucky Sales Tax. We certify that we hold Kentucky Retail Sales and Use Tax Permit #045084 for Kentucky Utilities and #037710 for LG&E; that the material covered by this order will not be resold, or if it is resold, we shall report and pay the appropriate sales and use tax.

TITLE AND QUALITY: Seller warrants that it has good title to the fuel oil delivered hereunder, free of all liens and that the fuel oil delivered hereunder shall meet the applicable ASTM specifications.

INDEMNIFICATION: Seller agrees to defend, indemnify and hold harmless the Buyer, its directors, officers, employees and agents, from and against any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature ("Claims"), including, without limitation, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons; (b) damages to property; (c) pollution, contamination of or other adverse effects on the environment, or (d) violations of governmental laws, regulations or orders, whether suffered directly by Buyer or indirectly by reason of third party Claims, arising out of or related to (or alleged to have arisen out of or related to) acts or omissions of Seller, its employees, agents, subcontractors or other representatives, or from their presence on the premises of Buyer, or otherwise from Seller's performance or failure to perform under this Purchase Order. This indemnity shall survive the termination, cancellation or expiration of this Purchase Order.

INSURANCE: For the duration of this Purchase Order, Seller or Seller's agents (e.g. Seller's transportation carrier or transportation subcontractor) shall, at its own expense, maintain and carry in full force and effect insurance that meets at least the following requirements (these minimum limits should not be deemed to replace contractor's full obligation under this Purchase Order):

- a) Workers' Compensation and Employer's Liability Policy, which shall include:
 - i. Workers' Compensation (Coverage A);
 - ii. Employer's Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee;
 - iii. 30 Day Cancellation Clause;
 - iv. All States Endorsement

- b) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$1,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all

such claims, and including:

- i. 30 Day Cancellation Clause;
 - ii. Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Seller under this Agreement;
 - iii. General Aggregate Limit - Per Project Endorsement (CG2503);
 - iv. Include Additional Insured endorsement GC 2010 or CG2037, or its equivalent;
 - v. Coverage shall include sudden & accidental pollution liability
- e) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death and property damage combined single minimum limit of \$1,000,000 each occurrence with respect to Seller's or Seller's agents' vehicles
- d) Umbrella/Excess Liability Insurance with minimum limits of \$5,000,000 per occurrence; \$5,000,000 aggregate, to apply to employer's liability, commercial general liability, and commercial automobile liability.
- e) Pollution Liability (Environmental Liability) - Coverage should include limits of \$10,000,000 per occurrence and \$10,000,000 aggregate, for loss arising out of pollution conditions caused or exacerbated by Seller or Seller's agents. Coverage shall include clean-up, bodily injury, property damage, and legal defense expense for sudden and gradual pollution conditions. Pollution conditions shall include the discharge, dispersal, release, or escape of dust; smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water, which result in any bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; and/or property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed (any such incident referred to herein as a "Pollution Incident"). Coverage shall apply to the cost of defending any claims arising from a Pollution Incident including costs, charges, and expenses incurred in the investigation, adjustment, or defense of such claims. In addition, coverage shall apply to pollution liability arising out of transportation, including hazardous materials/regulated substances transported to/from the project site, and non-owned disposal sites.
- f) Coverage Conditions: Except with regard to workers' compensation, Seller shall name Buyer and all of its Affiliates as additional insured. All policies shall waive any rights of subrogation against Buyer and all of its Affiliates and their insurance carriers where applicable by law. All policies will be primary/non-contributory in favor of Buyer. Condition applies to Seller or Seller's agents.
- g) Quality of Insurance Coverage: The policies shall be written by insurance companies which have a Best Rating of not less than "A - , VII". These policies shall not be materially changed or canceled except with 30 Days' written notice to Buyer from Seller and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to: Attention: Manager LG&E and KU Fuels, LG&E and KU Services Company, 220 West Main Street, Louisville, Kentucky 40202.
- h) Insurance Policies: Upon Company's request, Seller shall provide Buyer with insurance policies from Seller's insurer evidencing the insurance coverage specified in this Agreement. Any receipt of such documents or their review by Buyer shall not relieve Seller from or be deemed a waiver of Buyer's rights to insist on strict fulfillment of Seller's obligations under this Agreement.
- i) Claims Made Policies: For any of the foregoing policies that are issued on a claims-made basis, such policy shall have a retroactive date satisfactory to Buyer. For retroactive date to be satisfactory it needs to be prior to the commencement of any work done on behalf of Buyer.
- j) Other Notices: Seller shall provide notice of incidents, accidents, occurrences, or claims as respects to work performed under the Purchase Order and provided to the Manager LG&E and KU Fuels at LG&E and KU Services Company, 220 West Main Street, Louisville, Kentucky 40202 and Buyer's site authorized representative.
- k) Seller shall notify Buyer of any threatened, pending or paid off claims to third parties, individually or in the aggregate, which from time to time may affect the coverage inuring to the benefit of Buyer and all of its Affiliates as hereinafter specified.
- l) Certificates of Insurance: Contractor shall provide Certificates of insurance to Owner for each policy of insurance required above and evidence the items noted below.

- i. Each Certificate shall properly identify the certificate holder as Buyer.
 - ii. Under no circumstances shall Seller mobilize to the destination (or allow any subcontractor to mobilize to the destination) prior to submitting Certificate(s) (evidencing the required insurance of Seller or Seller's agents, as applicable) acceptable to Buyer. Buyer retains the right to waive this requirement at its sole discretion.
 - iii. Certificate shall evidence 30 days prior notice of cancellation.
 - iv. Certificate shall verify additional insured status on all coverages outlined above.
 - v. Certificate shall verify Blanket Waiver of subrogation - All policies of insurance shall include waivers of subrogation, under subrogation or otherwise, against Buyer and its Affiliates. Except where not applicable by law.
 - vi. Certificate shall verify Primary/Non-contributory wording in favor of Buyer.
 - vii. Certificate shall identify policies which are written on a Claims Made coverage form and state the retroactive date.
- m) Self-Insured Retentions - Self-Insured Retentions are not acceptable without the Buyer's consent, except for the \$10,000 maintenance retention on the Umbrella coverage.
- n) Contractor Insurance: Each policy of insurance required to be maintained by Seller or Seller's agents (except the Workers' Compensation and Employer's Liability Policy) shall cover all losses and claims of Seller regardless of whether they arise directly to Seller or indirectly through Seller's agents (e.g., Seller's Commercial General Liability policy must cover Seller and additional insureds against negligent acts of a subcontractor, etc.). This Purchase Order only represents minimum insurance requirements; it does not mitigate or reduce liability required by the indemnity agreement, nor should it be deemed to be the full responsibility of the Seller or Seller's subcontractor(s) for liability. Seller is responsible for their subcontractor's insurance meeting the requirements of the Purchase Order.
- o) Notice: Any changes to insurance requirements are effective 90 days after announcement. Changes will apply to current and new contracts. Future changes to the insurance requirements in this Purchase Order can be applied with 90-day notice to Seller.

MODIFICATION: The parties agree that the terms and conditions of this Purchase Order shall not be amended or modified without the express written agreement of the parties. Any such amendment or modification must be in writing, signed by both parties, expressly reference this Purchase Order, and specifically and unambiguously express the intent of both parties to amend or modify this Purchase Order. Any additional terms and conditions that may be contained on any of Seller's forms (whether or not on pre-printed forms) which require a signature of Buyer, including, without limitation, any additional terms and conditions on any bill of sale, bill of lading, receipt, invoice or other document or instrument confirming or documenting price and quantity terms of the sale, the receipt of the order, the shipment or the delivery of the subject matter of this Purchase Order, shall not be accepted by the Buyer and shall not constitute terms or conditions of this Purchase Order.

SEVERAL LIABILITY: LG&E and KU shall be severally but not jointly liable for obligations of Buyer hereunder, and shall be liable only for such obligations that relate to the particular party receiving a specific fuel shipment or transaction as Buyer.

AGENT: At Buyer's discretion, certain obligations or benefits may be performed by or delegated to LG&E and KU Services Company, its agent.