NATURAL GAS MAIN EXTENSION AND MINIMUM USAGE AGREEMENT
Between Duke Energy Kentucky and Darling Ingredients Inc.

THIS AGREEMENT, made and entered into this 24th day of July, 2015, by Duke Energy Kentucky, which hereinafter may be called "COMPANY", and Darling Ingredients Inc. ("CUSTOMER"), a Delaware corporation with offices located at 251 O'Connor Ridge Boulevard, Suite 300, Irving, Texas, 75038. COMPANY and CUSTOMER are each a "Party" hereunder, collectively, the "Parties".

WITNESSETH:

WHEREAS, CUSTOMER has requested COMPANY to furnish natural gas delivery service for its use and to transport natural gas which CUSTOMER has purchased from another source(s); and

WHEREAS, in order for COMPANY to furnish gas delivery service it is necessary for COMPANY to install gas main and service line to the facilities of Customer's wholly owned subsidiary, Griffin Industries LLC, located at 1111 Bryan Griffin Road, Butler, KY 41006 (Bakery Service Address) and 1176 Bryan Griffin Road, Butler, KY, 41006 (Plant Service Address); and

WHEREAS, COMPANY is willing to install said gas main, receive, transport and deliver such quantities of gas to a mutually agreed upon point(s) of delivery from COMPANY to CUSTOMER, and CUSTOMER is eligible and is willing to receive said gas on an interruptible basis, all in accordance with the terms and conditions hereinafter set forth and in accordance with COMPANY'S prevailing Rate IT, KY. P.S.C. Gas No. 2, Second Revised Sheet 50, and Rider-X, Gas Main Extension Policy, Sheet No. 61, (see attachments), including all associated riders and any successor tariff sheet thereto, unless specifically provided otherwise.

NOW, THEREFORE, in consideration of the promises and mutual convenants and agreements herein contained, the parties hereto agree as follows:

1. COMPANY will replace approximately 8100 feet of 8", 210 feet of 6" and 130 feet of 4" gas main; upgrade two pressure regulating stations, and install approximately 400 feet of service line, and meter installation to CUSTOMER at the Bakery Service Address; and approximately 200' of service line and meter installation to CUSTOMER at the Plant Service Address. CUSTOMER shall provide the excavation and backfill for the service lines, and concrete pads as may be necessary for metering and regulating equipment to COMPANY specifications. COMPANY shall own gas main, service line, and meter installation after installation. CUSTOMER shall install, own and maintain house line piping and equipment downstream of the COMPANY meter installation. Further, CUSTOMER agrees to indemnify, save, defend, and hold harmless COMP[illegible]ficers, directors, agents, and employees from and against any and all loss[illegible]ages,

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injuries, costs, expenses, claims, suits, and actions paid, incurred, suffered by, or asserted against COMPANY arising from, in respect of, as a consequence of, or in connection with the gas main line, service line houseline, and associated work to be performed as set forth in this Section 1, provided such claims do not arise from or in any way relate to COMPANY'S own negligence or willful misconduct.

Further, COMPANY agrees to indemnify, save, defend, and hold harmless CUSTOMER and its officers, directors, agents, and employees from and against any and all losses, liabilities, damages, injuries, costs, expenses, claims, suits, and actions paid, incurred, suffered by, or asserted against CUSTOMER arising from, in respect of, as a consequence of, or in connection with the gas main line, service line houseline, and associated work to be performed as set forth in this Section 1, provided such claims do not arise from or in any way relate to CUSTOMER'S own negligence or willful misconduct.

2. CUSTOMER agrees that for a period of five(5) years, beginning with initiation of gas usage, which shall occur within six (6) months of installation of the gas service lines, CUSTOMER'S gas usage will equal or exceed [redacted] Mcf/year (~[redacted] Mcf/mo) at the Plant Service Address and in addition of [redacted] Mcf/year (~[redacted] Mcf/mo) at the Bakery Service Address. In addition, CUSTOMER agrees to meet the minimum usage requirement for Rate IT of at least 1,000 Mcf/month from April through October, per tariff provisions below.

In the event CUSTOMER'S gas usage, plus any deficiencies previously paid for pursuant to this paragraph does not meet or exceed the volumes specified in any of the annual time periods noted above, CUSTOMER agrees to pay COMPANY within 45 days for any deficiency in CUSTOMER'S agreed upon gas usage at the applicable COMPANY rate under RATE IT, along with all associated and/or incorporated tariffs, riders, service regulations, on file with the Kentucky Public Service Commission and as may be modified from time to time. If a shortfall of usage occurs due to COMPANY interruption of the CUSTOMER service, an estimate of usage for the duration of the curtailment will be added to the CUSTOMER'S actual usage for purposes of meeting the usage requirements noted above.

3. CUSTOMER'S net monthly bill shall be computed in accordance with the following charges:

Interruptible Use – Billing for CUSTOMER'S Interruptible Use shall be in accordance with COMPANY'S Rate IT, Gas No.2, Sheet No. 50, including all associated riders, or such amendments or revisions thereto as may be approved from time to time by the appropriate regulatory authorities having jurisdiction over such services. The minimum monthly bill that customer shall receive shall be the monthly Administrative Charge and monthly charge for remote metering equipment set forth under Rate IT and, in addition thereto during the seven (7) consecutive billing periods beginning in April, the 10,000 CCF volume minimum. If customer fails to take delivery of 10,000 CCF per month during the months of April through October, customer will be billed, in addition to the Administrative and

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metering charges, and charges for the delivered volumes, an amount equal to the difference between 10,000 CCF and the delivered volumes billed at Rate GS. Billing under this Rate IT/GS tariff provision will be separate from and in addition to the provisions of this main extension and minimum usage agreement for the charges for the delivered volumes.

Gas Main Extension- Billing for the gas main extension to provide service to CUSTOMER shall be in accordance with COMPANY'S Rider X, Sheet No. 60. CUSTOMER shall be responsible for payment of $[redacted] prior to construction. The Company agrees to be responsible for the remainder of the up-front cost of construction estimated to be approximately $[redacted] based upon the Customer's minimum usage as defined by the terms of this Agreement.

4. The gas to be delivered pursuant to the new gas service provided by this Agreement shall be natural gas, or its equivalent of the quality and characteristics as received by COMPANY from the interstate or intrastate pipeline companies from which it receives its supply for delivery to its CUSTOMERS with such odorants added as COMPANY may deem necessary.

5. COMPANY will use reasonable efforts to deliver gas at pressures needed by the CUSTOMER at the points of delivery specified in the Pressure Customer Agreement. It is mutually understood that in times of emergency, high demand delivery, or during periods of construction and maintenance, the delivery pressure may fall below the CUSTOMER'S desired pressure; therefore, nothing herein shall be construed as implying a warranty by COMPANY as to gas pressure. The measurement of gas delivered at pressures in excess of COMPANY'S standard four (4) ounce pressure requires volumetric corrections to standard conditions, and, it is agreed that COMPANY will correct the volume either mechanically, electronically or mathematically using correction factors in accordance with standard tables and where the installation of recording instruments is provided, the arithmetic average of the recorded data shall be used in computing the gas volumes.

6. The point of delivery shall be at the outlet of the metering and regulating devices in COMPANY'S metering location at the end of the gas service serving CUSTOMER, or the outlet of such other metering and regulation stations as may be necessary to provide transportation service to any future CUSTOMER manufacturing facility, or as mutually agreed upon. Such meters and regulating equipment shall be owned and installed by COMPANY in the above location. COMPANY shall have the right of access to metering and regulating metering and regulatory equipment at all times.

7. COMPANY 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 deliveries. CUSTOMER agrees to install telephone service at CUSTOMER'S sole cost and maintenance at a location approximately twenty (20) feet from the location of COMPANY'S gas meter(s) for this purpose. All telephone lines so installed by CUSTOMER under this agreement must be suitable for use with COMPANY'S Automatic Meter Reading (AMR) equipment. CUSTOMER must install and maintain adequate protection for the telephone service, and allow COMPANY access as may be necessary for installation, maintenance and removal of equipment.

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8. 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, act of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, prolonged or extreme cold, 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 suspension 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 suspension.

Such causes or contingencies affecting the performance hereunder by either party hereto, however, shall not relieve it of liability in the event of its concurring negligence or in the event of 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 up to the time of such causes or contingencies with no further payments due from Customer until service resumes.

9. This Agreement is made in all respects subject to the terms and provisions of Kentucky Revised Statutes Chapter 278, and acts amendatory thereto, and to the jurisdiction and authority of the Kentucky Public Service Commission and any other regulatory body having jurisdiction and to the general service rules and regulations of COMPANY currently in effect from time to time. Nothing herein contained shall be construed as divesting, or attempting to divest, any regulatory body 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 is from time to time imposed upon COMPANY'S Customers pursuant to regulatory orders, laws, requirements or sanctions. All service provided hereunder shall be subject to COMPANY'S current Rules and Regulations for Gas Service as on file with the Kentucky Public Service Commission, and also subject to the Rules, Orders and Regulations of other governmental authorities having jurisdiction.

This Agreement shall be expressly 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.

10. COMPANY agrees that if any future gas usage restriction of the PUCO, or another body lawfully empowered to do so, prevents CUSTOMER from meeting the gas usage obligation, COMPANY shall suspend CUSTOMER'S obligation under this AGREEMENT for a period of time that the gas usage restriction prevents compliance with this AGREEMENT. In the event of suspension, the term of this AGREEMENT will begin to run when the suspension ends.

11. Any notice required by the Agreement shall be deemed to ha[illegible] given to any officer of the other party. However, specific individuals other[illegible]y, from

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time to time, be designated, in writing, as authorized to receive notices. Notice of curtailment may be given orally, either in person or by telephone.

12. This Agreement shall be governed by the laws of the Commonwealth of Kentucky regardless of choice of law principles of Kentucky or any other state.

13. This Agreement shall be binding on, and inure to, the successors and assigns of COMPANY and CUSTOMER, and shall supersede and cancel all previous gas service agreements between Company and Customer concerning the subject matter hereof, except for obligations incurred by CUSTOMER (1) to make payment of amounts due in respect to gas heretofore delivered, or (2) in association with main extension, minimum usage, or other agreements for which costs may be incurred.

14. CUSTOMER and COMPANY shall each be obligated to pay all taxes of every kind as respectively assessed to or levied on each, without right of contribution by the other. Neither the price to be paid nor any provision of this Agreement shall be affected by an increase or decrease in the rate or amount or the repeal of an existing tax imposed on either party hereto, by the enactment of a new tax, or by the subsequent application hereto of any existing tax.

15. The terms and conditions contained herein represent the entire AGREEMENT between COMPANY and CUSTOMER concerning the subject matter hereof, and may not be changed or varied in any manner except in writing signed by both COMPANY and CUSTOMER.

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16. IN WITNESS WHEREOF, the parties agree and accept each and every Term and Condition set forth in this agreement and acknowledge their understanding and agreement by signing this Agreement below:

DUKE ENERGY KENTUCKY

Signed

By: _____

By: CHUCK WHITLOCK
(Print Name Here)

Title S.V.P. MIDWEST DELIVERY & GAS OPERATIONS

Witnessed

_____
JULIE M THOMPSON
(Print Name Here)

Title Executive Assistant

DARLING INGREDIENTS INC.

Signed

By: _____

By: Rick Elrod
(Print Name Here)

Title Ex. VP. Rendering Operations

Witnessed

_____
KIM MARTIN
(Print Name Here)

Title Executive Secretary

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