

MIDDLETOWN WASTE DISPOSAL, INC.
13005 Middletown Industrial Blvd., Suite I
Louisville, KY 40223
(502) 618-2260 - Office

RECEIVED

August 9, 2013

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Executive Director
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40601

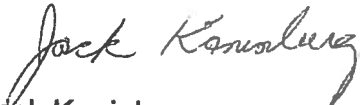
PUBLIC SERVICE
COMMISSION

Re: Case No. 2013-00147 Middletown Waste Disposal, Inc. Stock Transfer

Dear Sirs,

Enclosed please find for your general correspondence file a copy, pursuant to the PSC's Order dated August 5, 2013, of the written notice of the stock transfer's occurrence and an executed copy of the transfer agreement between Donald A. Lorenz and Jack Kaninberg.

Sincerely,



Jack Kaninberg
Vice President/Treasurer, Middletown Waste Disposal, Inc.

STOCK PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into the 9 th day of AUGUST 2013, by and between DONALD LORENZ, of P.O. Box 1839, Winter Park, FLA 32790 (First Party), and JACK KANINBERG, of 8105 Parkshire Court, Louisville, KY 40220 (Second Party).

I. Purpose

1.1 The First Party wishes to sell and the Second Party wishes to purchase shares representing 42% of all the outstanding issued stock (which is 100 shares, 42 shares owned by Don Lorenz, 8 shares owned by Jack Kaninberg and 50 shares owned by Paul A. Lichtefeld), of the Kentucky corporation known as MIDDLETOWN WASTE DISPOSAL, INC., such 42% interest representing 42 shares of stock of the corporation. The First Party hereby agrees to sell to the Second Party 42 shares owned in his individual name, for the consideration stated below, leaving him with no remaining shares.

II Consideration

2.1 The consideration for this agreement is a cash payment of \$21,000.00 to the First Party.

III Miscellaneous

3.1 This Agreement is for the purchase of 42% of the total outstanding issued shares of the Corporation and this ownership interest shall not be diluted by the issuance of additional shares to any other party, without the expressed, written consent of the Second Party. The First Party shall cause a resolution of the corporation to be issued confirming said sale of the 42% ownership interest, which resolution shall confirm the agreement of the Corporation and all of its stockholders that said 42% interest in the corporation shall not be so diluted. Such resolution shall be executed prior to (and as a condition to) the payment of the consideration stated in Section 2.1 above.

3.2 The First and Second parties acknowledge that the shares being purchases hereunder have not been registered by the Corporation with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), nor with the securities regulatory authority of any state under state securities laws, in reliance on an exemption from registration under the Act provided in Section 4(2) and in reliance on an exemption from registration under securities laws.

3.4 This agreement is binding upon the First and Second Parties, their heirs, executors, administrators, successors and assigns.

3.5 This agreement and those documents referenced in this agreement constitute the entire agreement between the parties hereto with respect to the subject matter herein and shall be deemed to wholly cancel, terminate, and superseded any agreement, written or oral, heretofore entered into between the First, Second, and Third Parties thereto.

3.6 This agreement is subject to the approval of the Kentucky Public Service Commission ("PSC"), and is null and void if the PSC denies its approval.

WHEREFORE, WITNESS THE SIGNATURE OF THE PARTIES:


DONALD LORENZ, First Party


JACK KANINBERG, Second Party