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LETTER AGREEMENT

September 28, 2026

Via Email: *pattyk@wrecc.com*

Millennium Energy, Inc.
951 Fairview Avenue
Bowling Green, Kentucky 42101

Re: Asset Purchase Agreement dated February __, 2026, by and between Millennium Energy, Inc., a Kentucky corporation ("Millennium Energy") and Atmos Energy Corporation, a Texas and Virginia corporation ("Atmos Energy") (the "APA")

Dear Seller:

This Letter Agreement (the "Agreement") memorializes and clarifies the terms of the APA. Millennium Energy and Atmos Energy are each a "Party" and together the "Parties".

1. The Closing Date, as defined in the APA as February __, 2026, shall be amended to mean October 1, 2026 and the representations and warranties of Millennium Energy contained in the APA remain true and correct in all material respects as of the Closing Date as revised herein, with the same force and effect as if made on the Closing Date.

2. Exhibit B and C to the APA were not attached and shall be consolidated into the combined "Exhibit B and Exhibit C - Bill of Sale and Assignment and Assumption Agreement" attached hereto as Exhibit A.

3. Exhibit A-5 of the APA shall be amended by deleting the three listed contracts and replacing them with "None".

4. Exhibit A-6 of the APA shall be amended by adding the three contracts listed on Exhibit A-5 of the APA to Exhibit A-6 of the APA.

5. Schedule 4(n) shall be updated from saying "[To come]" to "None."

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6. Pursuant to Case No. 2026-00061, the Kentucky Public Service Commission reviewed the APA among other filings by the Parties and entered an Order on June 9, 2026 (the "Order") approved the transfer of assets.

7. The Parties agree to cooperate following the Closing Date to meet the deadlines and requirements set forth in the Order.

If the above paragraph accurately reflects the agreement between Atmos Energy and Millennium Energy, please sign in the space provided below.

Sincerely,

Atmos Energy Corporation

DocuSigned by:
By: Kevin Dobbs
CB8E1FEAB6AB4D9...
Name: Jay Kevin Dobbs
Title: President, Kentucky Mid-States Division

DS DS DS

Owner:

Acknowledged and Accepted:

Millennium Energy, Inc.
951 Fairview Avenue
Bowling Green, Kentucky 42101

Signed by:
By: Dewayne McDonald
27F4180BABC6449...

Name: Dewayne McDonald

Title: President/CEO

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Exhibit A

"Exhibit B and Exhibit C: Bill of Sale, Assignment and Assumption Agreement"

[attached]

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated February __, 2026 (the "Closing Date"), is by and between Millennium Energy, Inc., a Kentucky corporation ("Seller") and Atmos Energy Corporation, a Texas and Virginia corporation ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties" and each, individually, as a "Party."

Recitals:

Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Conveyed Assets (defined below), upon the terms, and subject to the conditions, set forth herein.

Agreements:

NOW, THEREFORE, in consideration of the mutual agreements herein and other good and valuable consideration, the Parties agree as follows:

Section 1. ***Purchase and Sale.***

(a) Conveyed Assets. As used herein, "Conveyed Assets" means the following interests, rights and properties of Seller, and in each case, LESS AND EXCEPT the Excluded Assets (as defined below):[1]

(i) the pipelines and other related facilities in Simpson County, Kentucky, including without limitation those described in Exhibit A-1 (the "Pipelines");

(ii) the rights-of-way, easements, permits, appurtenances, licenses, and leases associated with the Pipelines, as listed in Exhibit A-2, and any other rights-of-way, easements, permits, appurtenances, licenses, and leases used in connection with the ownership or operation of the Pipelines (collectively, the "Easements");

(iii) to the extent assignable, all permits, licenses, certificates, orders, approvals, authorizations, grants, consents, concessions, waivers, registrations, warrants, franchises and similar rights and privileges granted by a Governmental Authority (as defined below) that are necessary for, or are used or held for use for or in connection with, the ownership, operation, use or maintenance of the Pipelines, including those items described on Exhibit A-3 (the "Permits");

(iv) to the extent not already included in the Pipelines, all tangible personal property of every kind and nature, fixtures and appurtenances, associated with the ownership, maintenance, operation or use of the Pipelines, whether or not currently in service, which shall include all meters, compressors, tanks, valves, fittings, anodes, rectifiers, tools, instruments, transformers, machinery, computer equipment, telecommunications equipment, spare parts (including spare pipes), and any other materials or equipment connected with the ownership or operation of the

[1] ***Note to Seller****:* Standard granting language for gathering system. To be expanded if Conveyed Assets, includes processing or gas facilities, IP Assets, etc.

Pipelines, wherever located, including those items described in Exhibit A-4 (collectively, the "Personal Property");

(v) all natural gas and other hydrocarbons in the Pipelines as line fill and line pack, as of the Effective Time;

(vi) to the extent assignable, the contracts and agreements, including all options and orders thereunder, listed in Exhibit A-5 (the "Contracts");

(vii) all files, records and data (including electronic data) or copies thereof in the possession of Seller to the extent specifically related to the Conveyed Assets, including operating, performance, safety and maintenance records, property records, and designs, plans, blueprints, as-built plans and specifications and system drawings and studies of the Pipelines (collectively, the "Records").

(b) Excluded Assets. As used herein, "Excluded Assets" means the following interests, rights and properties of Seller:

(i) all of Seller's corporate minute books, Tax (as defined below) and financial records and other business records that relate to Seller's business generally;

(ii) all of Seller's cash, cash equivalents, securities, bank accounts and all records relating thereto, except cash constituting revenue from the Conveyed Assets after the Effective Time as provided for in Section 2(b);

(iii) all of Seller's accounts receivable, except accounts receivable relating to the ownership or operation of the Conveyed Assets after the Effective Time;

(iv) the Terminated Contracts as set forth on Exhibit A-6;

(v) all employees, agents, contractors, and subcontracts of Seller; and

(vii) all of Seller's solar assets.

(c) Assignment of Conveyed Assets. On the Closing Date, subject to the terms hereof, including all necessary regulatory approvals, Seller agrees to sell, assign, transfer, convey, grant and deliver, as applicable, to Buyer, and Buyer agrees to purchase, effective as of January 1, 2026 at 7:00 a.m. Central Time (the "Effective Time"), all of Seller's right, title, and interest in, to and under the Conveyed Assets pursuant to this Agreement, the Assignment, Bill of Sale, and Conveyance attached hereto as Exhibit B (the "Bill of Sale"), and the Assignment and Assumption Agreement attached hereto as Exhibit C (the "Assumption Agreement", and together with the Bill of Sale, the "Assignment Documents"). Notwithstanding the foregoing, Seller shall reserve and retain all of the Excluded Assets.

(d) Assumed Liabilities. On the Closing Date, subject to the terms hereof, Buyer agrees to assume and hereby agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, or discharged) all obligations and Liabilities attributable to the Conveyed Assets relating to periods on and after the Effective Time (the "Assumed Liabilities"); *provided* that, Buyer does not assume any obligations or Liabilities of Seller attributable to the Conveyed Assets to the extent that such obligations or Liabilities are

relating to periods before the Effective Time or otherwise constitute Retained Obligations (as defined below).

Section 2. ***Purchase Price.***

(a) Purchase Price. The purchase price for the transfer of the Conveyed Assets and the transactions contemplated hereby shall be the aggregate amount of $425,000 which amount shall be paid in cash at Closing, and may subsequently be adjusted as provided under Section 2(b), Section 2(c) (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller on the Closing Date in accordance with Section 3.

(b) Adjustments to Purchase Price. Except as otherwise set forth in this Agreement, Seller will read the meters and provide meter reading information to Buyer on and as of the Closing Date: (i) Seller shall be entitled to the amount of all revenues, proceeds, and other monies attributable to the ownership or operation of the Conveyed Assets at or prior to the Effective Time, and Buyer shall be entitled to the amount of all revenues, proceeds, and other monies attributable to the ownership or operation of the Conveyed Assets after the Effective Time; (ii) all costs and expenses (including Taxes) attributable to the Conveyed Assets relating to periods of time prior to the Effective Time shall be borne by Seller and all costs and expenses (including Taxes) attributable to the Conveyed Assets relating to periods of time at or after the Effective Time shall be borne by Buyer; and (iii) all accounts payable attributable to the Conveyed Assets relating to periods of time prior to the Effective Time shall be borne by Seller and all accounts payable attributable to the Conveyed Assets relating to periods of time at or after the Effective Time shall be borne by Buyer.

(c) Settlement Statement. To facilitate reconciliation of the amounts set forth in Section 2(b), on or before ninety (90) days following the Closing Date, Buyer shall provide Seller with a proposed settlement statement setting forth any additional adjustments to the Purchase Price under Section 2(b) (the "Settlement Statement"). Buyer's proposed Settlement Statement shall show reasonable details to document any post-Closing payments due to or from a Party, and is subject to verification by Seller. The Seller and Buyer shall work in good faith to resolve any disputes relating to the Settlement Statement, and any disputes not finally resolved within thirty (30) days after Buyer's submission of the proposed Settlement Statement shall be referred to a nationally recognized U.S. accounting firm mutually agreed upon by Seller and Buyer, whose determination shall be final and binding Seller and Buyer. Payment by Seller or Buyer, of any adjustments as applicable, shall be made in cash by wire transfer of immediately available funds within thirty (30) days after Seller's and Buyer's mutual agreement or the accounting referee's determination of the Settlement Statement under this Section 2(c).

Section 3. ***Closing.*** The consummation of the transactions contemplated by this Agreement (the "Closing") shall occur on the Closing Date, and the Closing shall take place virtually in a manner mutually agreed to by the Parties. At Closing, the following shall occur:

(a) Each Party shall execute and deliver to the other Party a counterpart of the Bill of Sale;

(b) Each Party shall execute and deliver to the other Party a counterpart of the Assumption Agreement;

(c) Seller shall deliver a copy of the resolution of its respective governing body authorizing the execution and delivery of this Agreement, and performance and consummation of the transactions contemplated hereby;

(d) Buyer shall deliver in cash an amount equal to the Purchase Price of $425,000.00 without reduction for any possible later adjustments as may be provided for in this Agreement to the Seller, to the bank account designated in Schedule3(d), by wire transfer of immediately available funds;

(e) Seller shall execute and deliver an executed certificate of non-foreign status that meets the requirements set forth in Treasury Regulations § 1.1445-2(b)(2);

(f) Seller shall deliver evidence, in a form reasonably satisfactory to Buyer, that all Assignment Consents (as defined in Section 4(n) hereafter) have been obtained on or prior to the Closing Date;[2]

(g) Seller shall deliver evidence, in a form reasonably satisfactory to Buyer, of the release of all Liens (as defined below) (except for Permitted Liens) securing indebtedness by Seller or that encumber any portion of the Conveyed Assets, if any; and

(h) Seller shall deliver evidence, in a form reasonably satisfactory to Buyer, of the termination of the Terminated Contracts effective prior to the or as of the Closing Date[3];

(i) The Parties shall execute and deliver any other agreements, instruments and documents that are required by other terms of this Agreement to be executed and/or delivered at Closing and/or consummate the transactions contemplated herein.

Section 4. ***Representations and Warranties of Seller.*** Seller represents and warrants to Buyer as follows, as of the Closing Date:

(a) Organization.

(i) Seller is a Kentucky corporation duly formed, validly existing and in good standing under the Laws (as defined below) of the Commonwealth of Kentucky, and has all requisite power and authority to own and operate its property and to carry on its business as now conducted. Seller is duly licensed or qualified to do business as a Kentucky corporation in all jurisdictions in which it carries on business or owns assets where such qualification is required by applicable Law, except where the failure to be so qualified would not have a material adverse effect upon the ability of Seller to consummate the transactions contemplated by this Agreement and the Assignment Documents or to perform its obligations hereunder and thereunder.

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[2] ***Note to Seller****:* Buyer expects all Assignment Consents (as defined in Section 4(n) hereafter) to be obtained prior to Closing. To the extent Seller thinks any such Assignment Consents cannot be obtained prior to Closing, Parties need to discuss the appropriate approach to address such issue.

[3] ***Note to Seller***: To be used to address the existing Gathering Agreement for the wells currently attached to the line, associated agreements need to be terminated prior to Closing.

(ii) As used herein, "Law" means any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

(b) Enforceability. This Agreement and the Assignment Documents have been duly authorized, executed and delivered by Seller, and assuming the due authorization, execution and delivery by the other parties to such documents, constitute valid and legally binding obligations of Seller, enforceable in accordance with their terms and conditions, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) No Violation.

(i) The execution, delivery, and performance by Seller of this Agreement and the Assignment Documents and the consummation of the transactions contemplated hereby and thereby will not (i) conflict with, result in a breach of or constitute an event that, with or without notice or lapse of time or both, would be a default of any provision of the organizational documents of Seller, (ii) assuming all Assignment Consents (as defined in Section 4(n) hereafter) have been obtained, result in a material default under or an event that, with or without notice or lapse of time or both, would be a material default, or give rise to any material default or right of termination, cancellation, or acceleration under any provision of any agreement or instrument to which Seller is a party or by which the Conveyed Assets are bound, (iii) violate any Law applicable to Seller or the Conveyed Assets, or (iv) result in the creation or imposition of any Lien (other than Permitted Liens) on the Conveyed Assets.

(ii) As used herein,

(I) "Liens" means all and any liens (whether contractual or otherwise), mortgages, deeds of trust, pledges, charges, imperfection of title, security interests and other encumbrances.

(II) "Permitted Liens" means (i) liens created under the terms of any Permit or Easement, except any lien arising as a result of any failure to timely make any payment or failure to perform any other obligation or other default under such Permit or Easement; (ii) liens for Taxes that are not yet due and payable or that are being contested in good faith by appropriate proceedings; (iii) mechanics, materialmen's, landlords' and similar liens imposed by applicable Law incurred in the ordinary course of business to the extent relating to obligations that are not yet delinquent; and (iv) zoning restrictions, land use regulations, declarations, reservations, provisions, covenants, conditions, waivers, restrictions on the use of property and third party easements, rights of way, leases or similar matters that are recorded in the county records where the Conveyed Assets are located.

(d) Broker's Fees. Seller has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer will be liable.

(e) Bankruptcy; Solvency.

(i) There are no bankruptcy, insolvency, reorganization, liquidation, or receivership proceedings pending, being contemplated by or, to Seller's knowledge, threatened in writing against Seller , and Seller has not made an assignment for the benefit of creditors or made a similar filing under applicable Laws.

(ii) With respect to Seller, (I) (A) the fair value of the assets of Seller, , on a consolidated basis, exceeds, on a consolidated basis, its debts and liabilities, subordinated, contingent or otherwise, (B) the present fair saleable value of the property of Seller, , on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, and (C) Seller, on a consolidated basis, is able to pay its debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured, and (II) Seller is "solvent" within the meaning given to such term and similar terms under applicable Laws relating to fraudulent transfers and conveyances.

(f) Litigation.

(i) Except as set forth on Schedule 4(f), there are no suits, actions or litigation before or by any Governmental Authority that are pending or, to Seller's knowledge, threatened in writing, in relation to the Conveyed Assets or Seller's ability to perform its obligations under this Agreement.

(ii) As used herein, "Governmental Authority" means any federal, state of Kentucky, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any federal or state of Kentucky court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

(g) Compliance with Laws. The Conveyed Assets are being operated and maintained, and over the past five (5) years have been operated and maintained by Seller in compliance with all applicable Laws in all respects (other than Environmental Laws (as defined below in Section 4(h)). Seller has not received any written notice from any Governmental Authority alleging a violation by Seller of any Law relating to the ownership, maintenance and operation of the Conveyed Assets.

(h) Environmental Matters.

(i) For the purpose of this section, the following terms apply:

(I) "Environmental Laws" means all federal, state, and local Laws, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient

air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.

(II) "Environmental Liabilities" means all liabilities, damages, costs and expenses related to any claim, litigation, action, proceeding, suit, demand, inquiry, investigation, containment, removal, disposal, or remediation of a release that is at, under or from the Conveyed Assets, or comes to be located in the air, surface, soils, groundwater, or sediments over, on or under the site or the Conveyed Assets through air release, underground migration, surface flow, or any other event, including without limitation reasonable attorney's fees, expenses, and consultants' fees.

(III) "Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law in relation to or arising from any of the Conveyed Assets or any term or condition of any Environmental Permit.

(IV) "Environmental Permit" means any permit, license, franchise, approval, authorization, registrations certificate, variance, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

(ii) Except as set forth on Schedule 4(h), to Seller's knowledge, the Conveyed Assets are, and have been, in compliance in all material respects with all Environmental Laws and those Laws relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof of hazardous substances.

(iii) Except as set forth on Schedule 4(h), to Seller's knowledge, (I) there are no unresolved Environmental Notices, Environmental Liabilities or other actions pending, or, to Seller's knowledge, threatened by a Governmental Authority or any other person with respect to the Conveyed Assets which allege a material violation of or material liability under any Environmental Law; (II) there are no response actions, remedial, cleanup, or other similar corrective obligations that exist under Environmental Laws with respect to any portion of the Conveyed Assets

or a release at, under or from the Conveyed Assets; (III) there has been no written environmental investigation, study, audit, test, review, or other analysis conducted in relation to any Conveyed Asset a copy of which has not been provided to Buyer; (IV) no hazardous material has been discharged, disposed of, deposited, spilled, leaked, emitted, or released at, on, under or from any portion of the Conveyed Assets in violation of Environmental Law; and (V) no expenditure of capital funds in connection with any Conveyed Asset is necessary to comply with any Environmental Law.

(i) Environmental Permits. Except as set forth on Schedule 4(i), to Seller's knowledge, Seller (i) has all material Environmental Permits, certificates, licenses, approvals, registrations, and authorizations under applicable Laws (including Environmental Laws) necessary for Seller's ownership or operation of the applicable Conveyed Assets, and (ii) is in compliance in all respects with and has not violated in any respect the terms of such Environmental Permits.

(j) Regulatory Matters. To Seller's knowledge, Seller does not own or operate any part of the Conveyed Assets in a manner which would subject Seller or any part of the Conveyed Assets (i) to jurisdiction of the Federal Energy Regulatory Commission.

(k) Taxes.

(i) Except as set forth on Schedule 4(k), to Seller's knowledge, (I) all Property Taxes that have become due and payable prior to the Closing Date have been duly and timely paid, and all returns and reports with respect to such matters required to be filed have been duly and timely filed, and all such Tax returns and reports are true, correct and complete in all material respects; (II) there are no audits, administrative proceedings or lawsuits pending or threatened in writing against Seller with respect to the Conveyed Assets by any Governmental Authority with respect to such Taxes or any tax returns relating thereto; (III) there are no Liens (other than Permitted Liens) currently existing on any Conveyed Asset that arose in connection with the failure (or alleged failure) to pay any such Property Taxes; (IV) none of the Conveyed Assets are subject to any tax partnership agreement or provisions requiring a partnership income Tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code or any similar state statute; and (V) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

(ii) As used herein,

(I) "Taxes" means any taxes, assessments, and other governmental charges in the nature of a tax imposed by any Governmental Authority, including income, profits, gross receipts, employment, stamp, occupation, premium, alternative or add-on minimum, ad valorem, real property, personal property, transfer, real property transfer, value added, sales, use, customs, duties, capital stock, franchise, excise, withholding, social security (or similar), unemployment, disability, payroll, windfall profit, severance, production or other tax, including any interest, penalty or addition thereto.

(II) As used herein, "Property Taxes" means any ad valorem, property (whether real or personal), excise, severance, production and similar Taxes based upon the ownership or operation of the Conveyed Assets.

(l) Title to Conveyed Assets. Seller has good and marketable title to, and is in possession of, all of the Conveyed Assets free and clear of all Liens (other than Permitted Liens). There are no conditional sale or title retention agreements pertaining to the Conveyed Assets.

(m) Preferential Purchase Rights. No portion of the Conveyed Assets is subject to any preferential purchase rights, purchase options, rights of first refusal or similar rights.

(n) Assignment Consents.

(i) Schedule 4(n) sets forth all consents, authorizations, approvals or waivers of, or filings or registrations with or notices to any Governmental Authorities or any other third parties that are required with respect to the assignment, transfer or conveyance of any portion of the Conveyed Assets by Seller to Buyer (collectively, the "Assignment Consents"), except for any Customary Post-Closing Consents.

(ii) As used herein, "Customary Post-Closing Consents" means all rights to consent by, required notices to, filings with, or other actions by any Governmental Authority in connection with the sale or conveyance of properties such as the Conveyed Assets, in each case, that are customarily obtained after the assignment of properties similar to the Conveyed Assets.

(o) Material Contracts.

(i) Schedule 4(o) sets forth, as of the Closing Date, all contracts or agreements (excluding any Easements), including all Contracts, material to the ownership, operation, use, or maintenance of the Conveyed Assets (the "Material Contracts").

(ii) Seller has made available to Buyer a true, correct and complete copy of each Material Contract (including any amendments thereto).

(iii) (I) Each of the Material Contracts is enforceable against Seller and, to Seller's knowledge, each of the counterparties thereto and is in full force and effect and constitutes a legal, valid, and binding obligation as between the parties thereto; (II) there exists no material default under any Material Contract by Seller or, to Seller's knowledge, by any other person that is a party to such Material Contract, and no event has occurred that with or without notice or lapse of time or both would constitute any material default under any such Material Contract by Seller or, to Seller's knowledge, any other person who is a party to such Material Contract; (III) Seller has not received from any other party to a Material Contract any written notice of any breach or violation by Seller of any Material Contract or termination or intention to terminate such Material Contract; and (IV) Seller has not waived any of its rights under any Material Contracts.

(iv) Except as set forth on Schedule 4(o), no Material Contract contains a take-or-pay, advance payment, prepayment or similar provision that requires hydrocarbons to be gathered, delivered, processed or transported without then or thereafter receiving full payment therefor.

(p) Easement.

(i) Exhibit A-2 correctly describes and lists all instruments creating or evidencing the Easements. Seller has good and marketable title to the Easements, free and clear of all Liens (except for Permitted Liens). To Seller's knowledge, all material obligations required to be fulfilled or performed by Seller with respect to the Easements have been fulfilled and performed and no event has occurred that with or without notice or lapse of time or both would allow, revocation or termination thereof or result in any material impairment of the rights of Seller to the Easements. To Seller's knowledge, all rentals and other payments due under each Easement have been paid, and there are no continuing payments related to any Easement.

(ii) Except as set forth on Schedule 4(p), to Seller's knowledge, (I) the Easements establish a continuous right-of-way and are free from gaps, and none of the potential gaps created by the matters shown on Schedule 4(p) would reasonably be expected to have a material adverse effect on Seller's (or, after the Closing, Buyer's) ability to own and operate the Pipelines, (II) to Seller's knowledge, the Pipelines have been constructed and operated in accordance with the terms and conditions of the instruments creating the Easements, and the Pipelines are located entirely within the relevant Easement parcels, (III) to Seller's knowledge, the Easement parcels may be used for the purposes for which they are now used, in each case under the relevant Easement instruments and applicable Law, and (IV) to Seller's knowledge, the Easement parcels have means of ingress and egress from and to public roads to adequately operate, repair, and maintain the Pipelines and associated facilities included in the Conveyed Assets.

(q) Sufficiency of Assets.

(i) Except as set forth in Schedule 4(q), to Seller's knowledge, the Pipelines are, structurally sound, in good operating condition and repair, and adequate for the uses to which it or they are being put, and none of the Pipelines is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. To Seller's knowledge, there is no action for condemnation or taking under right of eminent domain pending with respect to any of the Pipelines.

(ii) Except as set forth in Schedule 4(q), the Personal Property has been maintained in operable repair, working order and operating condition and is adequate for normal operation of the Pipelines, consistent with current practices, except for ordinary wear and tear.

(iii) The Conveyed Assets are sufficient for and constitute all of the property, rights, and assets used, necessary, or held for use in connection with the

ownership and operation of the Pipelines as owned and operated over the past five (5) years.

(r) Insurance Policies. Schedule 4(r) sets forth (i) all pending claims arising under, or made with respect to, any of the insurance policies maintained by or on behalf of Seller or any of its affiliates that provide coverage to the Conveyed Assets (the "Insurance Policies") and (ii) the claims history against any such Insurance Policy since January 1, 2020 to the extent any such claim is related to the Conveyed Assets.

Section 5. ***Representations and Warranties of Buyer.*** Buyer represents and warrants to Seller as follows, as of the Closing Date:

(a) Organization. Buyer is a corporation duly formed, validly existing and in good standing under the Laws of the State of Texas and the State of Virginia and has all requisite power and authority to own and operate its property and to carry on its business as now conducted. Buyer is authorized to conduct business in Kentucky.

(b) Enforceability. This Agreement and the Assignment Documents have been duly executed and delivered by Buyer, and assuming the due authorization, execution and delivery by the other parties to such documents, constitute valid and legally binding obligations of Buyer, enforceable in accordance with their terms and conditions, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) No Violation. The execution, delivery, and performance by Buyer of this Agreement and the Assignment Documents and the consummation of the transactions contemplated hereby and thereby will not (i) conflict with, result in a breach of or constitute an event that, with or without notice or lapse of time or both, would be a default of any provision of the organizational documents of Buyer, or (ii) violate any Law applicable to Buyer.

(d) Broker's Fees. Buyer has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller will be liable.

(e) Bankruptcy. There are no bankruptcy, insolvency, reorganization, liquidation or receivership proceedings pending, being contemplated by or, to Buyer's knowledge, threatened in writing against Buyer or any affiliate of Buyer, and neither Buyer nor any affiliate of Buyer has made an assignment for the benefit of creditors or made a similar filing under applicable Laws. Buyer is not insolvent.

Section 6. ***Seller's Indemnification.***

(a) Subject to the limitations provided for in Section 8, and subject to and without limiting Seller's right to indemnification under Section 7, as of the Closing Date, from and after the Closing, Seller hereby agrees to defend, indemnify, and hold harmless Buyer, from and against any and all Liabilities arising from, based upon, related to or associated with: (i) any breach by Seller of the Seller Fundamental Representations; (ii) any breach by Seller of its covenants and agreements under this Agreement, the

Assignment Documents or any certificate delivered by Seller hereunder or thereunder; and (iii) the Retained Obligations.

(b) As used herein,

(i) "Retained Obligations" means all Liabilities arising from, based upon, related to or associated with: (i) the Conveyed Assets to the extent, and only to the extent, attributable to the period of time prior to the Effective Time; (ii) the Excluded Assets; (iii) personal injury or wrongful death claims attributable to the ownership or operation of the Conveyed Assets by Seller prior to the Closing Date; (iv) the matters set forth on Schedule 4(f) (regarding litigation), Schedule 4(h) (regarding environmental matters) and Schedule 4(i) (regarding environmental permits),[4] to the extent attributable to the Conveyed Assets prior to the Closing Date; (v) any Liability for Taxes attributable to the period of time of and prior to the Effective Time for which Seller is responsible pursuant to Section 9; (vi) any payment obligations of Seller towards any third party, incurred or otherwise payable before the Effective Time, including without limitation any royalty payments or other burdens due to working interest owners attributable to the Conveyed Assets or the operation of the Conveyed Assets; and (vii) any other Liabilities that are expressly excluded hereunder from Buyer's obligations or that are not Assumed Liabilities.

(ii) "Liabilities" of any person means any and all claims, obligations, causes of action, payments, debts, commitments, duties or obligations, charges, judgments, assessments, liabilities, losses, damages, penalties, fines, costs, and expenses of such person, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable, or otherwise, whenever or however arising, including any reasonable attorneys' fees, legal or other expenses and costs incurred in connection therewith.

Section 7. ***Buyer's Indemnification.*** Subject to the limitations provided for in Section 8, and subject to and without limiting Buyer's right to indemnification under Section 6, from and after the delivery of this Agreement, Buyer hereby agrees to defend, indemnify, and hold harmless Seller, and its respective stockholders, partners, members, directors, officers, managers, employees, attorneys, consultants, agents and representatives (collectively, "Seller Indemnified Group"), from and against any and all Liabilities arising from, based upon, related to or associated with: (i) any breach by Buyer of the Buyer Fundamental Representations and/or representations or warranties contained in this Agreement; (ii) any breach by Buyer (or its affiliates) of its covenants and agreements under this Agreement or the Assignment Documents; (iii) any Assumed Liabilities; iv) the Conveyed Assets to the extent attributable to the period of time after the Effective Time; (v) personal injury or wrongful death claims attributable to the ownership or operation of the Conveyed Assets by Buyer on and/or after the Closing Date; (vi)matters regarding litigation, environmental matters and environmental permits to the extent attributable to the Conveyed Assets on and/or after the Closing Date; (vii) any Liability for Taxes attributable for periods of time on and after the Effective Time for which Buyer is responsible pursuant to Section

[4] ***Note to Seller***: Subject to continued due diligence by Buyer.

9; (viii) any payment obligations of Buyer towards any third-party incurred and/or otherwise payable after the Effective Time, including without limitations, any royalty payments or other burdens due to working interest owners attributable to the Conveyed Assets or the operation of the Conveyed Assets; and (ix) any other Liabilities that are expressly excluded hereunder from Seller's obligations.

Section 8. ***Indemnification Proceedings.***

(a) Survival Periods.

(i) As used herein,

(I) "Seller Fundamental Representations" means the representations and warranties of Seller in Section 4(a) (regarding organization), Section 4(b) (regarding enforceability), Section 4(c) (regarding no violation), Section 4(d) (regarding broker's fees), and Section 4(e) (regarding bankruptcy and solvency); and

(II) "Buyer Fundamental Representations" means the representations and warranties of Buyer in Section 5(a) (regarding organization), Section 5(b) (regarding enforceability), Section 5(c) (regarding no violation), Section 5(d) (regarding broker's fees) and Section 5(e) (regarding bankruptcy and solvency).

(ii) All representations and warranties made by Seller in Section 4 shall survive the Closing for a period of two (2) years after the Closing Date. All representations and warranties made by Buyer in Section 5 shall survive the Closing for a period of two (2) years after the Closing Date, .

(iii) All covenants and agreements under this Agreement that by their terms apply or are to be performed or complied with in their entirety by Buyer on or prior to the Closing shall survive the Closing for a period of two (2) years after the Closing Date or until the expiration of the applicable statute of limitations, whichever is longer. All covenants and agreements that by their terms apply or are to be performed or complied with in whole or in part after the Closing by Buyer, including Section 11 (regarding certain post-Closing matters), will survive for the period provided in such covenants and agreements, if any, or until fully performed or complied with, whichever occurs first.

(iv) Seller's indemnification obligations under Sections 6(a)(i) and 6(a)(ii), and Buyer's indemnification obligations under Sections 7(i) and 7(ii) shall each terminate as of the two (2) years after the Closing Date.

(v) Seller's indemnification obligations under Section 6(a)(iii) (regarding the Retained Obligations) shall survive the Closing for two (2) years after Closing Date.

(vi) Buyer's indemnification set forth in Section 7(iii) (regarding the Assumed Liabilities) shall survive the Closing without time limit.

(vii) Notwithstanding anything contained in this Agreement to the contrary, no Party will have any indemnification obligation under this Agreement

in respect of any representation, warranty or covenant or otherwise unless it has received from the Party seeking indemnification written notice of the existence of the claim for or in respect of which indemnification is being sought within the applicable survival period set forth in this Section 8(a). Such notice will set forth with reasonable specificity (I) the basis for the claim under this Agreement, including the facts that form the basis of such claim and (II) the estimate of the amount of such claim (which estimate will not be conclusive of the final amount of such claim) and an explanation of the calculation of such estimate, including a statement of any significant assumptions employed therein. To the extent proper and timely notice is received as provided in this Section 8(a)(vii), the indemnity obligation will survive until the claim is resolved or the claim is barred by the statute of limitations, whichever occurs first.

(b) Indemnification Proceedings. If any claim or demand for which a Party (an "Indemnifying Party") would be liable to another Party (an "Indemnified Party") under Section 6 or Section 7 is asserted against or sought to be collected from an Indemnified Party by a third party (a "Third Party Claim"), the Indemnified Party will with reasonable promptness notify the Indemnifying Party of such claim or demand, but the failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations under this Agreement except to the extent the Indemnifying Party demonstrates that the defense of such claim or demand is prejudiced thereby. The Indemnifying Party will have thirty (30) days from receipt of the above notice from the Indemnified Party (the "Notice Period") to notify the Indemnified Party whether or not the Indemnifying Party desires, at the Indemnifying Party's sole cost and expense, to defend the Indemnified Party against such claim or demand; provided, that the Indemnified Party is hereby authorized prior to and during the Notice Period to file any motion, answer or other pleading that it deems necessary or appropriate to protect its interests or those of the Indemnifying Party and that is not prejudicial to the Indemnifying Party. If the Indemnifying Party elects to assume the defense of any such claim or demand, the Indemnified Party will have the right to employ separate counsel at its own expense and to participate in the defense thereof. If the Indemnifying Party elects not to assume the defense of such claim or demand (or fails to give notice to the Indemnified Party during the Notice Period), the Indemnified Party will be entitled to assume the defense of such claim or demand with counsel reasonably acceptable to the Indemnifying Party, at the expense of the Indemnifying Party. If the claim or demand is asserted against both the Indemnifying Party and the Indemnified Party and based on the advice of counsel reasonably satisfactory to the Indemnifying Party it is determined that there is a conflict of interest which renders it inappropriate for the same counsel to represent both the Indemnifying Party and the Indemnified Party, the Indemnifying Party will be responsible for paying separate counsel for the Indemnified Party; provided, however, that the Indemnifying Party will not be responsible for paying for more than one separate firm of attorneys to represent all of the Indemnified Parties, regardless of the number of Indemnified Parties. If the Indemnifying Party elects to assume the defense of such claim or demand, (i) no compromise or settlement thereof may be effected by the Indemnifying Party without the Indemnified Party's written consent (which will not be unreasonably withheld) unless the sole relief provided is monetary damages that are paid in full by the Indemnifying Party and (ii) the Indemnified Party will have no

liability with respect to any compromise or settlement thereof effected without its written consent (which will not be unreasonably withheld).

(c) Determination of Breach and Liabilities. For purposes of determining whether there has been a breach or inaccuracy of a representation or warranty of Seller in Section 4 or of Buyer in Section 5, and for purposes of determining the amount of Liabilities resulting therefrom or in connection therewith, such representations and warranties shall be read without giving effect to any materiality, material adverse effect, or similar qualification therein.

Section 9. ***Tax Matters.***[5]

(a) Allocation of Purchase Price. The Parties shall use commercially reasonable efforts to agree to an allocation of the Purchase Price, as maybe adjusted hereunder, and any other items properly treated as consideration for U.S. federal income tax purposes among the Conveyed Assets in accordance with Section 1060 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. Buyer shall prepare an initial draft of such allocation, and Buyer and Seller agree to finalize such allocation within thirty (30) days after the date that the Settlement Statement is agreed upon or determined pursuant to Section 2(c) (the "Allocation"). Each Party shall report consistently with the Allocation on all Tax returns (including IRS Form 8594), and neither Party shall take any position on any Tax return that is inconsistent with the Allocation, unless otherwise required by applicable Law.

(b) Transfer Taxes. Any transfer, excise, stamp, sales, use or other similar Taxes are or become due and payable in connection with the transfer of the Conveyed Assets under this Agreement shall be borne by Seller. Seller and Buyer agree to reasonably cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any such transfer Taxes.

(c) Property Taxes. Seller shall be allocated and shall be responsible for all Property Taxes attributable to (i) any Tax period ending prior to the Closing Date and (ii) the portion of the Tax period prior to the Effective Time of the calendar year in which the Closing Date occurs as determined in the following sentence. For purposes of determining the allocations set forth above, (i) Property Taxes that are based upon income, sales, revenue or similar items (other than Property Taxes described in clause (ii) below) shall be allocated to the period in which the transaction giving rise to such Property Taxes occurred, and (ii) Property Taxes that are ad valorem, property or similar Property Taxes imposed on a periodic basis shall be allocated between the portion of the calendar year ending immediately prior to the Effective Time and the portion of such calendar year beginning at the Effective Time based on the number of days in the calendar year that occur before the date on which the Effective Time occurs, on the one hand, and the number of days in such calendar year that occur on or after the date on which the Effective Time occurs, on the other hand. Buyer shall file or cause to be filed all required reports and returns incident to the Property Taxes and shall pay or cause to be paid to the taxing authorities all such Property Taxes relating to the calendar year in which the Closing Date occurs. To the extent the actual amount of any Property Tax is not known at the time an

[5] ***Note to Seller***: Subject to review by Tax specialist.

adjustment is to be made with respect to such Property Tax under Section 2(b) and Section 2(c), the Parties shall use the most recent information available in estimating the amount of such Property Taxes for purposes of such adjustment. To the extent the actual amount of a Property Tax (or the amount thereof paid or economically borne by a Party) is ultimately determined to be different than the amount (if any) that was taken into account in the Settlement Statement, timely payments will be made from one Party to the others to the extent necessary to cause each Party to bear the amount of such Property Tax that is allocable to such Party under this Section 9(c).

(d) Tax Cooperation. The Parties shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of tax returns and any audit, litigation or other proceeding with respect to Taxes relating to the Conveyed Assets. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information that are relevant to any such tax return or audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided under this Agreement.

(e) Refunds of Taxes. Seller shall be entitled to any and all refunds of Taxes allocated to Seller under this Section 9, and Buyer shall be entitled to any and all refunds of Taxes allocated to Buyer under Section 9. If a Party receives a refund of Taxes to which the other Party is entitled under this Section 9, the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

(f) Tax Treatment of Indemnification and Tax Payment. Except as required by applicable Law, the Parties shall treat any adjustment to the Purchase Price, any indemnification payment, or any payments made to any Party in accordance with this Section 9, as an adjustment to the Purchase Price for U.S. federal and applicable state and local income Tax purposes.

Section 10. ***Regulatory Approvals***

(a) Regulatory Approval. The Parties acknowledge that this Agreement, and Buyer's obligations thereunder, shall be subject to any regulatory approvals by any Governmental Authority which are necessary or appropriate. If such regulatory approval is not received, Buyer will promptly notify Seller.

Section 11. ***Certain Post-Closing Matters.***

(a) Records. As soon as reasonably practicable, and no later than thirty (30) days following the Closing Date, Seller shall transfer all Records to Buyer, except to the extent Seller is required to retain the original of certain Records, whereby, Seller shall transfer copies of said Records.

(b) Pipeline Markers. Within one-hundred and twenty (120) days after Closing, Buyer shall remove all pipeline markers from the Pipelines that contain Seller's name, mark, logo and/or telephone number or take other measures reasonably necessary to conceal the same.

Section 12. ***Notices.*** Any notice or communication required or permitted hereunder must be in writing and sent by electronic mail, addressed as follows:

If to Seller:

Millennium Energy, Inc.
951 Fairview Ave., Bowling Green, KY 42101
Attention:Dewayne McDonald, President & CEO
Email: dewaynem@wrecc.com

With a copy to (which shall not constitute a notice):

Harlin Parker Attorneys
519 E. 10th Street, Bowling Green, Ky 42101
Attention: Marc A. Lovell
Email:lovell@harlinparker.com

If to Buyer:

Atmos Energy Corporation
5430 LBJ Freeway
1800 Three Lincoln Center
Dallas, Texas
75240
Attention:
Email:

With a copy to (which shall not constitute a notice):

Atmos Energy Corporation
810 Crescent Centre Drive, Suite 600
Franklin, Tennessee 37067
Attention: Mark Martin
Email: mark.martin@atmosenergy.com

or to such other address or to the attention of such other person as the applicable Party hereafter designates by written notice sent in accordance herewith. Any such notice or communication will be deemed to have been given upon confirmation by the counterparty of receipt of the email.

Section 13. ***Governing Law; Jurisdiction; Waiver of Jury Trial.***

(a) THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE ASSIGNMENT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY OR THE RIGHTS, DUTIES AND THE LEGAL

RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY.

(b) EACH PARTY CONSENTS TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN WARREN COUNTY, KENTUCKY OR THE STATE COURTS LOCATED IN WARREN COUNTY, KENTUCKY FOR ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT, THE ASSIGNMENT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND SUCH ACTIONS OR PROCEEDINGS SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN BOWLING GREEN, KENTUCKY AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY SUCH ACTIONS OR PROCEEDINGS.

Section 14. ***Miscellaneous.***

(a) Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. "Section" refers to the corresponding Section of this Agreement. The words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

(b) Preparation of Agreement. All of the Parties and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

(c) Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses. Each party shall be responsible for its own attorney fees.

(d) Entire Agreement. This Agreement (including all Exhibits) and those agreements and documents executed pursuant to this Agreement (including the Assignment Documents) constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof, and supersede all prior agreements, understandings, negotiations, and discussions, oral or written, with respect to such matters.

(e) Amendment. This Agreement may not be modified or amended except by a written instrument signed by both Parties.

(f) No Waiver; Remedies Cumulative. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither any failure nor delay by a Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, or will preclude the exercise of any other right, power or privilege. No waiver by either Party of any breach or default of any of the terms and conditions contained in this

Agreement shall be construed as a waiver of any subsequent breach or default whether of a like or different character.

(g) Specific Performance. Each Party acknowledges that its obligations hereunder are unique and that remedies at law, including monetary damages, may be inadequate in the event it fails to perform its obligations or covenants under this Agreement. Accordingly, in the event of any breach of any obligation or covenant set forth in this Agreement by a Party, the other Party shall be entitled to seek equitable relief, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to order the defaulting Party to affirmatively carry out its obligations under this Agreement, and each Party hereby waives any defense to the effect that a remedy at law would be an adequate remedy for such breach. Such equitable relief shall be in addition to any other right to remedy to which a Party may be entitled at law or in equity. Each Party hereby waives any requirements for the securing or posting of any bond with such equitable remedy.

(h) Assignment. This Agreement may not be assigned by a Party without the prior written consent of the other Party, other than, in the case of Buyer, to an Affiliate of Buyer with prior written notice to Seller (but no such assignment shall relieve Buyer of its obligations hereunder), and any assignment made without such consent shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(i) Further Assurances. From and after the Closing Date, the Parties shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer, and shall take such other actions as a Party may reasonably request, to convey and deliver the Conveyed Assets to Buyer and to accomplish and effect the transactions contemplated herein in the manner contemplated hereunder.

(j) Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes will be deemed an original, and all of which will constitute collectively, one agreement. It is not necessary that each Party to this Agreement execute the same counterpart so long as identical counterparts are executed by each Party. This Agreement may be validly executed and delivered by facsimile or other electronic transmission.

(k) Confidentiality. Each Party shall treat this Agreement, the terms hereof and all information and data made available or provided by any Party to any other Party in connection with this Agreement (the "Confidential Information") as strictly confidential. Without the prior written consent of the other Party, no Party shall disclose any of the Confidential Information to any third party, except (i) to officers, directors, members, managers, employees, attorneys, accountants, engineers, and other agents or consultants engaged by such Party or to such Party's prospective transferee or assignee, on a confidential basis, (ii) in accordance with Section 14(l), or (iii) as required in connection with any deposition, interrogatories, requests for information or documents in any legal or regulatory proceedings, subpoena, civil investigative demand or similar process. The Parties acknowledge that the breach of the terms of this provision may cause irreparable harm for which monetary damages would be inadequate and difficult to ascertain.

Therefore, the Parties hereby agree that, in the event of a breach or threatened breach hereof, the non-breaching Party may seek an injunction, restraining order, specific performance, and such other remedies and relief, in law or at equity, or any combination thereof, which the non-breaching Party may deem in its sole discretion as necessary or advisable, without the necessity of posting a bond. The filing of any particular cause of action hereunder shall not be deemed to be an election of remedies. For the purpose of this Section 14(k), Confidential Information does not include any information which (i) is already known to the third party to whom such information is disclosed or is already in such third party's possession at the time of disclosure by the Party disclosing such information, (ii) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of its disclosure by a Party in breach of this Section 14(k)), or (iii) was or becomes available to the third party receiving such information on a non-confidential basis from a person, other than any Party, who is not known by the third party receiving such information to be otherwise bound by a confidentiality agreement, or is not otherwise prohibited from transmitting the information. This Section 14(k) shall expire two (2) years after Closing.

(l) Public Announcements. Either Party may issue a press release or make any other statements to the public with respect to the existence of this Agreement and the transactions contemplated herein, so long as the purchase price is not disclosed in such release or statements, in which case, such disclosing Party must obtain the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, any Party to this Agreement may make any public disclosure it reasonably believes is required by applicable Law, provided that, unless prohibited by applicable Law, the disclosing Party use reasonable efforts to provide the non-disclosing Party a reasonable opportunity to comment on such proposed disclosures.

[*Signature page follows*.]

IN WITNESS WHEREOF, each party hereto has executed and delivered this Agreement as of the Closing Date.

Seller:

Millennium Energy, Inc.

By: _____

Name: Dewayne McDonald

Title: President + CEO

Buyer:

Atmos Energy Corporation

By: _____

Name: Jay Kevin Dobbs

Title: President KMD

Exhibit A

Conveyed Assets (Exhibits A1-A6 to follow)

Exhibit A-1

Pipelines

Pipelines as shown on map labeled “Millennium Energy Natural Gas System”

Proprietary and Confidential

Millennium Energy Natural Gas System
Simpson County, Kentucky

Exhibit A-1
Confidential

[redacted]

Exhibit A-2
Easements

Grantor	Grantee	Date	Recorded	Tract	County	Type
[redacted]	Millennium Energy, Inc.	8/21/2013	305/578		Simpson	Easement
[redacted].	Millennium Energy, Inc.	9/24/2010	289/597		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/176		Simpson	Easement
[redacted]	Millennium Energy, Inc.	5/2/2012	297/783		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/152		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/165		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/154		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/153		Simpson	Easement
[redacted]	Millennium Energy, Inc.	8/7/2009	283/634		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/157		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/172		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/22/2010	290/130		Simpson	Easement
[redacted]	Millennium Energy, Inc.	8/7/2009	283/635		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/166		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/151		Simpson	Easement
[redacted]	Millennium Energy, Inc.	8/19/2009	283/745		Simpson	Easement
[redacted]	Millennium Energy, Inc.	10/4/1999	221/170		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/149		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/150		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/155		Simpson	Easement

[redacted]	Millennium Energy, Inc	10/4/1999	221/156		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/158		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/159		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/160		Simpson	Easement
[redacted].	Millennium Energy, Inc	10/4/1999	221/161		Simpson	Easement
[redacted].	Millennium Energy, Inc	10/4/1999	221/162		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/163		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/164		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/167		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/168		Simpson	Easement
[redacted]	Millennium Energy, Inc	10/4/1999	221/169		Simpson	Easement
[redacted]	Millennium Energy, Inc	8/29/2001	231/752		Simpson	Easement

Exhibit A-3

Permits

Grantor	Grantee	Date	Recorded	County	Type
City of Franklin, Kentucky	Millennium Energy, Inc.	10/11/2021			Franchise

Exhibit A-4

Personal Property

1. Valves and fittings that are part of or connected to the Pipelines.
2. Various signs and markers used to locate the Pipelines.
3. It does not include any meters, compressors, tanks, telecommunications or computer equipment not connected to the Pipelines.

Exhibit A-5

Contracts

1. Natural Gas Supply Agreement dated January 25, 2010 between Kentucky Equity Division, LLC and Millennium Energy, Inc.
2. Natural Gas Supply Agreement dated May 27, 1999 between Wal-Mart Stores East, Inc., and Millennium Energy, Inc.
3. Natural Gas Management Agreement dated December 14, 2009 between Utility Gas Management and Millennium Energy, Inc.

Exhibit A-6

Terminated Contracts

1. Natural Gas Supply Agreement dated May 27, 1999 between Cagle's-Keystone Foods, LLC and Millennium Energy, Inc.

Exhibit B

Assignment, Bill of Sale, and Conveyance

Included and attached.

Exhibit C

Assignment and Assumption Agreement

Included and attached.

Schedule 3(d)

Seller's Bank Account Designation

Bank:	[Insert]
Account Name:	[Insert]
Account:	XXXXX
ABA#:	[Insert]
SWIFT Code:	XXXXX

Schedule 4(f)

Litigation

To Seller's knowledge, none.

Schedule 4(h)

Compliance with Environmental Laws

To Seller's knowledge, none.

Schedule 4(i)

Environmental Permits

To Seller's knowledge, none.

Schedule 4(k)

Taxes

To Seller's knowledge, none.

Schedule 4(n)

Assignment Consents

[To come.]

Schedule 4(o)

Material Contracts

To Seller's knowledge, none.

Schedule 4(p)

Easements

To Seller's knowledge, none.

Schedule 4(q)

Sufficiency of Assets

To Seller's knowledge, none.

Schedule 4(r)

Insurance Policies

To Seller's knowledge, none.

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of October 1, 2026, by and among Atmos Energy Corporation, a corporation incorporated in the State of Texas and the Commonwealth of Virginia ("Purchaser"), and Millennium Energy, Inc., a Kentucky corporation ("Seller").

RECITALS

A. Seller and Purchaser have entered into that certain Asset Purchase Agreement, dated as of October 1, 2026 (the "Purchase Agreement"), pursuant to which Seller is to sell and Purchaser is to purchase the Conveyed Assets, and Seller is to assign and Purchaser is to assume the Assumed Liabilities effective as of the Closing Date and following such date. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Seller and Purchaser have agreed to execute and deliver this Agreement for the purpose of effecting (i) the transfer to and vesting in Purchaser of title to the Conveyed Assets other than the Additional Real Property and (ii) the assumption by Purchaser of the Assumed Liabilities, as set forth herein.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to and in accordance with the terms and conditions of the Purchase Agreement, Seller does hereby sell, convey, transfer, assign, deliver and vest in Purchaser, its successors and assigns forever, all of its right, title and interest in and to the Conveyed Assets.

2. Pursuant to and in accordance with the terms and conditions of the Purchase Agreement, Seller hereby contributes, conveys, transfers and assigns to Purchaser all of Seller's rights, duties and obligations under the Assumed Liabilities, and Purchaser hereby agrees to pay, discharge, perform or otherwise satisfy, and assumes and agrees to be bound by, the Assumed Liabilities.

3. Nothing in this Agreement shall alter any liability or obligation of Seller or Purchaser arising under the Purchase Agreement.

4. This Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective heirs, executors, administrators, successors and assigns.

5. This Agreement (as well as any claim or controversy arising out of or relating to this Agreement or the transactions contemplated hereby) shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky, without regard to the conflicts of laws rules thereof that would otherwise require the laws of another jurisdiction to apply.

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6. The parties incorporate by reference Section 13 of the Purchase Agreement (Submission to Jurisdiction).

7. This Agreement may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by electronic transmission, with such electronic signature constituting an original for all purposes.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PURCHASER:

ATMOS ENERGY CORPORATION

By: DocuSigned by: Kevin Dobbs CB8E1FEAB6AB4D9...
Name: J. Kevin Dobbs
Title: President, Kentucky/Mid-States Division

DS RL DS MM DS MLN

SELLER:

MILLENNIUM ENERGY, INC.

By: Signed by: Dewayne McDonald 27F4180BABC6449...
Name: Dewayne McDonald
Title: President/CEO