

AGREEMENT FOR TEMPORARY LIQUEFIED NATURAL GAS FACILITIES CONSTRUCTION

This AGREEMENT for installation and operation of a Temporary Liquefied Natural Gas ("LNG") Station (this "Agreement") is made and entered into this 4th day of January, 2019 ("Effective Date"), between Duke Energy Kentucky, Inc., Kentucky corporation ("Duke Energy Kentucky"), and KBCB, LLC, a Kentucky Limited Liability Company located at 2100 Litton Lane, Hebron, Kentucky 41048 ("Klosterman"). (Duke Energy Kentucky and Klosterman are individually referred to herein as "Party" or collectively as "Parties").

RECITALS:

WHEREAS, Klosterman intends to operate expanded manufacturing facilities ("Expanded Klosterman Facilities") at 2100 Litton Lane, Hebron, Kentucky 41048 ("Klosterman Property"); and

WHEREAS, Duke Energy Kentucky is obligated to provide standard service to any customer in accordance with the Schedule of Rates, Classifications, Rules and Regulations of Duke Energy Kentucky, as set forth in its tariff, KY.P.S.C. Gas No. 2, as filed and approved by the Kentucky Public Service Commission and amended from time to time ("Tariffs"), which provides minimum natural gas service requirements and obligations to serve customer demands under normal system conditions; and

WHEREAS, Klosterman intends to place the Expanded Klosterman Facilities in service by January 28, 2019 that will increase Klosterman's projected natural gas demand up to a total of Mcf per hour; and

WHEREAS, In addition to regular natural gas service that as currently available through the Company's Tariffs, Klosterman has requested that Duke Energy Kentucky provide additional natural gas capacity and system pressure to provide service to the Expanded Klosterman Facilities immediately during the 2018-2019 winter heating season; and

WHEREAS, Duke Energy Kentucky does not have natural gas distribution facilities with sufficient capacity to serve the projected natural gas demands as specified by Klosterman in the time frame requested on a firm transportation basis; and

WHEREAS, Duke Energy Kentucky has plans in place for ordinary system improvements to meet normal growth requirements on the Company's natural gas distribution system in proximity to the Expanded Klosterman Facilities, and anticipates meeting Klosterman's projected additional natural gas requirements and other anticipated customer demand in the area by November 1, 2019 ("Normal and Planned System Improvements"); and

WHEREAS Duke Energy Kentucky has evaluated options to provide the additional natural gas capacity for Klosterman immediately and prior to when the Company can complete its Normal and Planned System Improvements and to maintain necessary system pressure and, based upon Klosterman's projections, has determined that in addition to regular

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natural gas service available under the Company's Tariffs, the preferred method for additional service would be via rental, installation and operation of a temporary LNG station ("Temporary LNG Station") on the Klosterman Property in early 2019, until the Company can complete its Normal and Planned System Improvements in the later part of 2019 to meet future natural gas demand; and

WHEREAS Klosterman has indicated a desire for Duke Energy Kentucky to install, operate, and maintain the Temporary LNG Station on the Klosterman Property to meet Klosterman's projected natural gas demand; and

WHEREAS, Duke Energy Kentucky will incur incremental costs, that will not otherwise be recovered through the Company's standard rates and Tariff, to rent, locate, install, maintain, operate, procure, and store LNG ("Incremental Costs") in the Temporary LNG Station to meet Klosterman's projected requirements by Klosterman's desired date for completion of its new facilities; and

WHEREAS, Klosterman has agreed to compensate Duke Energy Kentucky for the rental, installation and operation of the Temporary LNG Station and all Incremental Costs associated with the provision of LNG service.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties do covenant and agree as follows:


1. INSTALLATION AND IN-SERVICE DEADLINE

- a. Subject to excused delays pursuant to Paragraph 8, Force Majeure of this Agreement, Duke Energy Kentucky shall utilize its best efforts to complete installation of the Temporary LNG Station no later than February 1, 2019 ("In-Service Target Date").
- b. Duke Energy Kentucky agrees to contract to cause the Temporary LNG Station to be installed by the In-Service Target Date. Service under this Agreement shall be contingent on the successful execution of a contract by Duke Energy Kentucky with the third-party provider of the Temporary LNG Station.

2. EASEMENTS, FACILITY SITE AND ACCESS

In consideration of the performance of the covenants contained herein, Klosterman agrees to grant to Duke Energy Kentucky any necessary licenses, easements, or other rights necessary to access Klosterman property to install, operate, and maintain the Temporary LNG Station. Such licenses, easements, or other rights shall be in a mutually acceptable form, and shall continue in duration for so long as the Temporary LNG Station is necessary to meet Klosterman's natural gas demand.

3. SERVICE CHARACTERISTICS

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- a. Service hereunder shall be directly connected to Klosterman's fuel line downstream of Duke Energy Kentucky's meter station serving the Klosterman facility. Klosterman shall provide for an appropriate gas tie-in point(s) into its fuel line.
- b. Klosterman agrees to provide the necessary real property needed to accommodate the Temporary LNG Station including the minimum of a packed gravel site with sufficient space of roughly 0.3 acres plus sufficient access and setbacks per code as well as site controls to satisfy standard security and access control requirements. In addition, Klosterman shall provide for adequate turnaround space or backup support for LNG transports accessing Klosterman's property.
- c. Klosterman agrees to provide an acceptable electrical connection capable of providing necessary electricity for the operation of the Temporary LNG Station. Such utility power shall be left continually on to the Temporary LNG Station during the term of this agreement.
- d. Duke Energy Kentucky and Klosterman shall work jointly to secure the necessary permits and authorizations to locate and operate the Temporary LNG Station on the Klosterman Property.
- e. Duke Energy Kentucky shall be responsible for the installation and operation of the equipment necessary to provide for the odorization of the gas provided to the Klosterman Facilities by the Temporary LNG Station.
- f. While Duke Energy Kentucky cannot guarantee a constant and uninterrupted supply of natural gas, Duke Energy Kentucky agrees to use its best efforts to operate the equipment in coordination with Duke Energy Kentucky's existing natural gas distribution system and the Normal and Planned System Improvements to provide Klosterman with an uninterrupted supply of natural gas during the primary term, excluding Force Majeure events.

4. **FACILITIES OWNERSHIP, REIMBURSEMENT AND BILLING**

- a. Klosterman shall retain ownership of the real property to be utilized for the Temporary LNG Station. In consideration of the performance of the covenants contained herein, Klosterman shall grant to Duke Energy Kentucky the access rights as described in section 2 of this Agreement.
- b. Klosterman shall be responsible for all charges associated with the provision of temporary LNG service to Klosterman by Duke Energy Kentucky including any applicable federal, state and local taxes. As further described below and detailed in Exhibit A, in addition to its regular natural gas monthly usage, which shall be billed in accordance with Duke Energy Kentucky's Tariffs under Rate KY, Klosterman shall compensate Duke Energy Kentucky for all incremental costs, including, but not limited to, Temporary LNG Station charges incurred by Duke Energy Kentucky in the acquisition, maintenance, rental installation and operation of the Temporary LNG Station, the commodity cost of all LNG consumed and

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Approved By: *Dustin R. Penson*
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sourced, plus a per diem for an on-site technician needed to operate the Temporary LNG Station. In addition, Klosterman agrees to compensate Duke Energy Kentucky for Project Management charges associated with the provision of service via the Temporary LNG Station.

- c. The total estimated costs of acquiring, maintaining, renting, and operating the Temporary LNG Station is approximately [REDACTED] over a three (3) month primary term, as detailed in Exhibit A.
- d. Following each month of service for the term of this Agreement, Duke Energy Kentucky shall render an invoice for all costs associated with the provision of service via the Temporary LNG Station. Klosterman agrees to make payment to Duke Energy Kentucky for all monthly charges net 30 days following the invoice date.

5. **OPERATIONS AND MAINTENANCE**

- a. Duke Energy Kentucky shall contract for the operation of the Temporary LNG Station.
- b. Duke Energy Kentucky agrees to contract for the maintenance of the Temporary LNG Station in accordance with Good Utility Practice. For purposes of this paragraph, "Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the natural gas utility industry in the United States during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, method, or acts. Each Party further agrees to coordinate with the other Party, in good faith and to the extent practicable, in connection with any maintenance as may be necessary or required to maintain safe, reliable service. Klosterman shall, at no cost to Klosterman and to the extent practicable, accommodate work or maintenance on any part of the Temporary LNG Station at any time when, in the reasonable judgment of Duke Energy Kentucky, such work is necessary to preserve the integrity of the Duke Energy Kentucky network.

6. **TERM**

This Agreement shall become effective on the Effective Date and shall remain in effect for a primary term of three (3) months. This Agreement shall automatically terminate unless the Parties agree in writing to continue on a month-to-month basis as needed, and in the event Klosterman desires to maintain access to Temporary LNG Station service. Upon the termination of this Agreement as provided in this paragraph, Duke Energy Kentucky's obligation to serve the Klosterman Facilities via the Temporary LNG Station shall terminate.

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7. EARLY TERMINATION

In the event that Klosterman fails to pursue operation of the Expanded Klosterman Facilities or otherwise elects to cancel this Agreement prior the end of the primary term, then Klosterman shall pay Duke Energy Kentucky within fifteen days (15) after invoice date, a Cancellation Fee equal to the Monthly Equipment Fee for any months remaining in the unexpired primary term, in addition to all costs incurred or committed to by Duke Energy Kentucky toward the installation of the Temporary LNG Station, including, but not limited to, any LNG commodity payments owed to Duke Energy Kentucky, plus any penalties incurred by Duke Energy Kentucky for terminating contracts or purchase orders with third parties as well as any reasonable wrap-up costs incurred by Duke Energy Kentucky. Duke Energy Kentucky shall make commercially reasonable efforts to minimize its termination charges.

8. FORCE MAJEURE

- a. If, by reason of an event of Force Majeure (as defined in Paragraph 8(b) hereof), either Party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, and if such Party gives notice and reasonably full particulars of such Force Majeure in writing to the other Party within five (5) days after the occurrence of the cause relied on, the Party giving such notice, so far as and to the extent that it is affected by such Force Majeure, shall be relieved of its performance obligations under this Agreement affected by such Force Majeure event, other than the obligation to make payments hereunder for work performed to date, and, to the extent it is so relieved, shall not be liable for damages during the continuance of any inability so caused but for no longer period; provided, that such cause shall be remedied with all reasonable dispatch.
- b. The term "Force Majeure" as employed herein shall mean acts and events not within the control of the Party claiming suspension and shall include acts of God, regulatory orders or delays, inability to obtain the necessary permits, approvals (including, but not limited to, any necessary permits from Boone County), unavailability of materials or equipment, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of pipelines, and any other cause whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, such Party is unable to overcome.
- c. An event of Force Majeure affecting the performance hereunder by any Party, however, shall not be based on: (i) acts of negligence or willful misconduct by the Party claiming Force Majeure; or (ii) failure to use commercially reasonable efforts to remedy the situation and to remove the cause or contingencies affecting such performance in an adequate manner and with all reasonable dispatch, nor

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shall such cause or contingencies affecting such performance relieve such Party from its obligations to make payments as determined hereunder.

9. SUCCESSION

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion for just cause; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party as of the Effective Date, or (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party as of the Effective Date; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof. Notwithstanding anything in this Agreement to the contrary, Klosterman may freely assign this Agreement without the consent of Duke Energy Kentucky provided that Klosterman guarantees the payment of the monetary obligations of Klosterman's assignee under this Agreement that become due and payable.

10. NOTIFICATION

All notices required or permitted by this Agreement shall be in writing, and shall be deemed properly delivered when and if (i) hand-delivered with receipt on the date set forth on the receipt or (ii) delivered by overnight carrier, with receipt, on the date set forth on the receipt or (iii) sent in the United States mail, postage prepaid, certified or registered mail, return receipt requested on the date set forth on the receipt, addressed to the Parties hereto at their respective addresses set forth below or as they may hereafter specify by written notice delivered in accordance herewith:

Contact: Phillip L. Agee
Title: Director – Sales & Delivery Services
Duke Energy Kentucky

Contact: Ross Anderson
Title: Chief Financial Officer
KBCB, LLC

Phone: 704-731-4671
Fax: 704-731-4018

Phone: 513-236-5737
Fax:

11. INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY (AN "INDEMNIFYING PARTY"), AT ITS SOLE EXPENSE, SHALL PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, PARENTS, AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS AND

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REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPENSES AND COURT COSTS), DAMAGES (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL OBLIGATIONS AND LIABILITIES), AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, BUT NOT LIMITED TO, EMPLOYEES, AGENTS OR CONTRACTORS OF THE INDEMNIFYING PARTY) THAT ARISE OUT OF OR ARE RELATED TO THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT SUCH CLAIMS, DEMANDS, LOSSES, EXPENSES, COSTS, DAMAGES AND CAUSES OF ACTION ARE CAUSED BY OR ARISE FROM A BREACH OF THIS AGREEMENT BY THE INDEMNIFYING PARTY OR CAUSED BY, OR ARISE FROM THE CONTRIBUTION BY, OR NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OR THE RESPECTIVE EMPLOYEES OR AGENTS OF ANY OF THEM, AND RESULT IN PERSONAL INJURY, DEATH, PROPERTY LOSS, DAMAGE OR OTHER LIABILITY.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, DUKE ENERGY KENTUCKY, AT ITS SOLE EXPENSE, SHALL PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS KLOSTERMAN, ITS AFFILIATES, PARENTS, SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPENSES AND COURT COSTS), DAMAGES (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL OBLIGATIONS AND LIABILITIES), AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, BUT NOT LIMITED TO, EMPLOYEES, AGENTS OR CONTRACTORS OF DUKE ENERGY KENTUCKY) THAT ARISE OUT OF OR ARE RELATED TO DUKE ENERGY KENTUCKY'S NEGLIGENCE (OR SUCH OTHER LOWER STANDARD FOR IMPOSING LIABILITY ON DUKE ENERGY KENTUCKY, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, THAT MAY BE APPLICABLE DUE TO THE HAZARDOUS OR ULTRA-HAZARDOUS NATURE OF THE OPERATIONS CONDUCTED BY DUKE ENERGY KENTUCKY) IN THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, USE, OPERATION OR EXISTENCE OF THE TEMPORARY LNG STATION FACILITIES, DUKE ENERGY KENTUCKY'S USE OF ANY EASEMENT OR LICENSE GRANTED TO DUKE ENERGY KENTUCKY BY KLOSTERMAN IN CONNECTION WITH THE TEMPORARY LNG STATION, OR RESULTING FROM OR ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OF DUKE ENERGY KENTUCKY, ITS AFFILIATES, PARENTS, SUBSIDIARY COMPANIES, AND THEIR OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES.

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NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, KLOSTERMAN, AT ITS SOLE EXPENSE, SHALL PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS DUKE ENERGY KENTUCKY, ITS AFFILIATES, PARENTS, SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPENSES AND COURT COSTS), DAMAGES (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL OBLIGATIONS AND LIABILITIES), AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, BUT NOT LIMITED TO, EMPLOYEES, AGENTS OR CONTRACTORS OF KLOSTERMAN) THAT ARISE OUT OF OR ARE RELATED TO KLOSTERMAN'S NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, USE, OPERATION OR EXISTENCE OF THE KLOSTERMAN FACILITIES, OR RESULTING FROM OR ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OF KLOSTERMAN, ITS AFFILIATES, PARENTS, SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES.

The foregoing indemnities and each Party's indemnification obligations thereunder shall survive the expiration or termination of this Agreement.

12. WARRANTIES AND DAMAGES

- a. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DUKE ENERGY KENTUCKY MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED TO KLOSTERMAN WITH RESPECT TO THE TEMPORARY LNG STATION INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CAPACITY OF THE TEMPORARY LNG STATION, WORKMANSHIP, COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING TO THE TEMPORARY LNG STATION KLOSTERMAN ACKNOWLEDGES THAT THE USE OF THE TEMPORARY LNG STATION IS ON AN "AS IS" "WHERE IS" BASIS. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM THE INSTALLATION, OPERATION, FAILURE, OR USE OF THE TEMPORARY LNG STATION WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
- b. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE, LOST INCOME, LOST PROFITS, LOST BUSINESS, LOST PRODUCT OR ANY BUSINESS INTERRUPTION WHETHER FORESEEABLE OR NOT,

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ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS OR RELATIONSHIP BETWEEN THE PARTIES CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES.

13. GENERAL PROVISIONS

- a. Gender and Number. Whenever the context so requires, the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.
- b. Entire Agreement. This Agreement contains the complete and entire agreement between the parties regarding the transaction contemplated herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties regarding such matters.
- c. Modifications. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by both Parties. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.
- d. Exhibits. All recitals and all exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.
- e. Choice of Law and Venue. This Agreement and the Guaranty shall be governed by, and construed under, the internal laws of the Commonwealth of Kentucky without regard to principles of conflicts of law, as the same may from time to time be in effect. Excepting any actions or proceedings over which the Kentucky Public Service Commission has exclusive jurisdiction, venue of any action or proceeding to enforce, or arising out of, this Agreement, shall be in (a) a Kentucky state court of competent jurisdiction.
- f. Captions. The captions of this Agreement are for convenience and reference only and, except for those in quotation marks which constitute defined terms, in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.
- g. Interpretation/Severability. This Agreement is to be interpreted as a whole and each provision shall be interpreted by the Parties and any court as valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid and unenforceable, then the invalidation or unenforceability in any particular circumstances of any of the provisions of this Agreement shall in

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no way affect any of the other terms hereof, which shall remain in full force and affect.

- h. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any term or condition hereof.
- i. Remedies. All of the rights and remedies of either party under this Agreement and the Exhibits are intended to be distinct, separate and cumulative, and no such right or remedy herein or therein mentioned is intended to be in exclusion of or a waiver of any other.
- j. No Personal Liability of Party. No officer, director, member, agent, attorney, or partner of a Party, no disclosed or undisclosed principal of Party, and no person or entity in any way affiliated with a Party shall have any personal liability with respect to this Agreement.
- k. Expenses. Except as expressly otherwise provided, the Parties shall each pay their own costs and expenses in connection with the negotiation, execution and delivery of this Agreement and the appurtenant documents.
- l. Execution. The submission of this Agreement for examination does not constitute an offer by or to either Party. This Agreement shall be effective and binding only after the execution and delivery by the Parties hereto.
- m. Informal Dispute Resolution. Any dispute under this Agreement that cannot be resolved by the persons regularly responsible for the implementation of the subject matter of the dispute shall be separately listed and promptly submitted to the senior officers of the Parties having authority to resolve such dispute for resolution prior to either Party taking any action in court or otherwise to enforce this Agreement. The senior officials of the Parties shall meet within thirty (30) days after receiving any notice of an unresolved dispute in an attempt to resolve the dispute. If, after good faith negotiations, the senior officers are unable to resolve any such dispute within the foregoing thirty (30) day period, either Party shall be free to pursue any and all remedies available under this Agreement, at law or in equity. If a Party is deemed to not have acted in good faith, such Party shall be responsible for the fees and costs, including attorneys' fees of the other Party.
- n. Non-Exclusivity. Unless otherwise expressly stated in this Agreement or agreed to in writing by Klosterman per subsequent amendment to this Agreement, any and all licenses, easements or other rights of way granted by Klosterman in connection with the Temporary LNG Station shall be non-exclusive and strictly limited to and for the purposes herein expressed (i.e., not expanded beyond their express terms).
- o. Compliance with Applicable Laws. Duke Energy Kentucky shall at all times throughout the term of this Agreement construct, use, operate, occupy, maintain,

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repair and replace the Temporary LNG Station in accordance with all applicable laws, rules, regulations, codes, orders, ordinances and the like (collectively, "Applicable Laws"). In the event that during the term of this Agreement any addition, alteration, change, repair or other work of any nature shall be required or ordered or become necessary on account of any Applicable Laws now in effect of hereinafter adopted, passed, promulgated or account of any other reason, Duke Energy Kentucky shall promptly make such changes regardless of when the same shall be incurred or become due, and the entire cost thereof shall be the liability of Duke Energy Kentucky.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first written.

DUKE ENERGY KENTUCKY, INC.,
A Kentucky corporation

By: Gary J. Hebbeler

Name: Gary J. Hebbeler

Title: VP, Gas Operations

KBCB, LLC,
A Kentucky Limited Liability Company

By: Ross A. Anderson

Name: ROSS A. ANDERSON

Title: CFO

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**Exhibit A
Estimated Temporary LNG Station Pricing Structure**

RevLNG Temporary LNG Station Charges		
(i)	Monthly Equipment Fee (Fixed)	[REDACTED]
(ii)	Commodity Fee (Variable) - NYMEX Last Day Settlement Price for month of delivery, plus [REDACTED] MMBtu.	\$NYMEX [REDACTED]
(iii)	Liquefaction Toll & Transportation (Fixed per MMBtu)	[REDACTED]
Total Delivered LNG Price		Sum of (I), (II), (III)
Per MMBtu pricing will depend upon total volumes used over the contract term		
Monthly Example		
Assumptions: 3 days interruption per month / [REDACTED] / [REDACTED] per hour usage / Nymex Settlement = [REDACTED] per MMBtu		
(I)	Monthly Equipment Fee	[REDACTED]
(II)	Total LNG Usage: [REDACTED] MMBtu x [REDACTED] per MMBtu (Nymex Settlement = [REDACTED] + [REDACTED])	[REDACTED]
(III)	Liquefaction Toll & Transportation - [REDACTED] MMBtu x [REDACTED] per MMBtu	[REDACTED]
Total Delivered LNG Price per Month		[REDACTED]
3 Month Total		[REDACTED]

RevLNG Technician Charges	
Technician Charge - [REDACTED] per hour x 12 hour minimum	[REDACTED]
Per diem - [REDACTED]	[REDACTED]
*Represents minimum daily technician charges.	
**A minimum call out of two (2) days is required regardless of time.	


Site Prep/Project Management Charges (As Incurred)	
Engineering	[REDACTED]
Materials/Equipment	[REDACTED]
Operations Labor & Corporate Support	[REDACTED]
Construction Services - Facility	[REDACTED]
Other Direct Costs	[REDACTED]
Project Contingency	[REDACTED]
AFUDC Debt (if applicable)	[REDACTED]
Total Site Prep/Project Management Charges	[REDACTED]

Note: Electrical and fuel piping tie-in are the responsibility of K Osterman.

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