

NATURAL GAS SUPPLY AGREEMENT

This NATURAL GAS SUPPLY AGREEMENT, is made and entered into in on this 25 day of January, 2010, between Kentucky Equity Division, LLC, 3150 Nashville Road, Franklin, KY 42135, hereinafter referred to as "Buyer", and Millennium Energy, Inc., 951 Fairview Avenue, P.O. Box 1118, Bowling Green, Kentucky 42102, hereinafter referred to as "Seller".

WITNESSETH:

WHEREAS, subject to the terms and conditions hereinafter set forth, Seller desires to sell natural gas to the Buyer and Buyer desires to purchase natural gas from the Seller:

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

1. **Scope of Agreement.** The terms, provisions, agreements, representations, conditions and warranties of this agreement are applicable to the distribution and sale of natural gas by Seller to Buyer.
2. **Gas to be sold.** Seller shall sell and deliver and Buyer shall purchase quantities of natural gas as requested each month by Buyer subject to a minimum purchase of no less than three thousand (3,000) decatherms per month at Buyer's place of business in Franklin, Kentucky. Natural gas shall be provided to Buyer at a maximum pressure of 25 PSIG. Title to the natural gas shall pass from Seller to Buyer at the point of delivery identified as being the downstream weld of first valve downstream of the meter, 3150 Nashville Road, Franklin, Kentucky.
3. **Rates and Payment.** For all natural gas sold by Seller and purchases by Buyer, Buyer shall pay Seller the following rates:

A. Local Distribution Charges.

1) Seller shall charge and Buyer shall pay a Customer Charge of One Hundred Dollars (\$100.00) per month.

2) Seller shall charge and Buyer shall pay a Distribution Charge of One Dollar and 70/100 (\$1.70) per decatherm for the first three thousand (3,000) decatherms purchased each month which charge shall be reduced to eighty-five (\$.85) per decatherm for each additional decatherm purchase in excess of three thousand (3,000) each respective month.

B. Wholesale gas supply. Seller shall charge and Buyer shall pay a Commodity Charge at a price established by the supply agreements negotiated by Seller, plus any and all transmission charges and marketing costs per decatherm charged by Midwestern Gas Transmission and any other applicable parties for natural gas supply purchases. The Seller will assist Buyer in negotiating a wholesale gas price with Seller's natural gas supplier(s) including the purchase of fixed price natural gas supply for Buyer. Fixed price purchases shall be limited to a term of no more than six (6) months in total duration at any time. Fixed price purchases shall be stated on a Purchase Confirmation provided to Buyer by Seller via facsimile or other



appropriate means indicating the commodity cost only for those fixed price purchases. The Purchase Confirmation shall be binding and subject to the Terms in this Natural Gas Sales Agreement. If the supplier contracted via Seller should allow fixed price purchases in excess of six (6) months in duration that same allowance will be provided to Buyer for the term indicated.

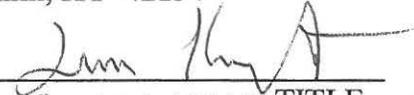
4. **Most Favored Rate.** Seller agrees that Buyer shall receive its Most Favored Rate (as hereinafter defined) at all times during the term of this agreement and further agrees that should a more favorable rate be offered to any other customer in Seller's industrial rate classification, such more favorable rate shall be available to Buyer. For the purposes of this agreement, "Most Favored Rate" shall be deemed to mean the total applicable distribution charges divided by the total usage in dollars per one thousand decatherms for similar end-use service.
5. **Billing and Payment.** Seller shall read the meter on a monthly basis and provide a statement of natural gas usage within five (5) days after the meter has been read and natural gas usage determined. Buyer shall pay its monthly charges within fourteen (14) business days following the receipt by Buyer of its statement of natural gas usage. Any charges not paid within such fourteen (14) day period will be subject to a late payment penalty equal to 12% per month.
6. **Term.** The initial term of this agreement is five (5) years from the date herein above set forth. After the completion of the initial term this agreement shall continue on a month to month basis unless cancelled by either party given 60 days prior notice, but shall remain in effect through the expiration of any delivery obligation (i.e. fixed price purchase or other binding obligation).
7. **CREDIT REQUIREMENT.** If Seller has reasonable grounds for insecurity regarding performance of any obligation under this Contract (whether or not then due) by Buyer (including, without limitation, the occurrence of a material change in the credit worthiness of Buyer), Seller may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to Buyer, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty.
8. **DISCLAIMER OF WARRANTIES.** THE SELLER AND BUYER EXPRESSLY ACKNOWLEDGE THAT SELLER ACTS AS A DISTRIBUTOR ONLY IF NATURAL GAS PURCHASED AT WHOLESALE AND IT DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIED, THE QUALITY OR PURITY OF THE NATURAL GAS PROVIDED THROUGH ITS DISTRIBUTION SYSTEM. UNLESS CAUSED BY SELLER'S AFFIRMATIVE ACT OF NEGLIGENCE, SELLER SHALL NOT BE LIABLE FOR ANY FAILURE OF THE GAS SUPPLY TO BUYER'S BUSINESS ENTERPRISE OR FOR ANY INJURY OR DAMAGE TO PERSONAL PROPERTY OR LOSS SUFFERED BY THE BUSINESS OR OCCUPATION OF BUYER. IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD THAT SELLER SHALL NOT BE LIABLE FOR THE FAILURE TO DELIVERY NATURAL GAS PURSUANT TO THE TERMS OF THIS NATURAL GAS SUPPLY AGREEMENT IF THROUGH NO FAULT OF SELLER, IF IT IS UNABLE TO OBTAIN DELIVERY OF NATURAL GAS THROUGH ITS TAP CONNECTED TO THE MIDWESTERN GAS TRANSMISSION SYSTEM LOCATED NEAR THE INTERSECTION OF BUTTS ROAD AND LAKESPRING ROAD IN SIMPSON COUNTY, KENTUCKY.

TARIFF BRANCH
RECEIVED
7/1/2013
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

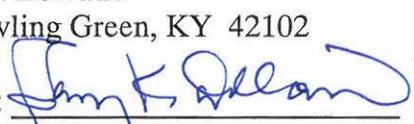
9. **Notices.** Any notice, request, demand, statement, or other communication by either party shall be in writing and shall be delivered to the addresses listed below or at such other address as each party may designate in writing.
10. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.
11. **Governing Law.** This agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.
12. **Entire Agreement.** This agreement supersedes all prior agreements between the parties with regard to the subject matter hereof, and there are no other understandings or agreements between Buyer and Seller with regard thereto.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement the day and year first written above.

KENTUCKY EQUITY DIVISION, LLC
3150 Nashville Road
Franklin, KY 42134

BY:  1/25/10
LIVE MANAGER TITLE

MILLENNIUM ENERGY, INC.
951 Fairview Avenue
P.O. Box 118
Bowling Green, KY 42102

BY:  1/25/10
Gary K Dillard, CEO

