



**EAST KENTUCKY POWER COOPERATIVE  
FUEL DEPARTMENT**

PURCHASE ORDER

**NO. 43706**

This number must appear on all invoices, shipping documents, and correspondence

<b>TO:</b> Marathon Petroleum Company LP ("Marathon" or "Seller") 539 S. Main Street Findlay, OH 45830  <b>Vendor No. <u>11147</u> Must Appear On All Correspondence</b>	<b>INVOICE TO:</b> East Kentucky Power Cooperative, Inc. ("EKPC" or "Buyer") 4775 Lexington Road P. O. Box 707 Winchester, Kentucky 40392-0707  <b>Attention: Blanton Park</b>	
<b>SHIP TO:</b> East Kentucky Power Cooperative, Inc. J.K. Smith Power Station 12145 Irvine Road Winchester, Kentucky 40391 (the "Station")	<b>DELIVERY:</b> Truck	
Purchase Order Date February 13, 2026	Terms See Below	F. O. B. J.K. Smith Power Station

This purchase order is your authority to sell and ship the following dyed ultra low-sulfur No. 2 fuel oil with less than 15 ppm sulfur content to J.K. Smith Power Station, Winchester, Kentucky, under the following terms and conditions:

**Term:** Deliveries shall commence on February 16, 2026, and continue through February 20, 2026, SUBJECT HOWEVER, to NOTE A hereinafter stated.

**Quantity:** Total of up to approximately 165,000 gallons or approximately 22 truckloads, as directed by Buyer with no minimum requirements, or guarantee.

**Quality:** All of said Unbranded dyed ultra-low sulfur No. 2 fuel oil shall be hydrocarbon oils, free from inorganic acid, and free from excessive amounts of solid or fibrous matter likely to make frequent cleaning of suitable strainers necessary. All of said No. 2 fuel oil SHALL NOT CONTAIN MORE than Five Hundredths (.05) percent water and sediment by volume or 15 parts per million sulfur content. All said fuel oil shall meet No. 2 fuel oil specifications as stated in ASTM D396, provided upon request. Biodiesel shall not be added to or blended with said fuel oil.

**Delivery:** All deliveries are to be made by truck F.O.B fuel tank located at J.K. Smith Power Station, Winchester, Kentucky. The title and risk of loss will pass to Buyer at the J.K. Smith Power Station, Winchester, Kentucky as dyed ultra-low sulfur No. 2 Fuel Oil passes the transport truck flange. All deliveries are to be made by truck at a rate of approximately 7,500 gallons per load 8 hours per day. Deliveries should be made evenly throughout the day. Driver will observe unloading to minimize accidental spills. Buyer will inform Seller as product is needed and deliveries will be made as soon as possible with Buyer attempting to give notice twenty-four (24) hours prior to delivery.

**Not Subject to Kentucky Sales or Use Tax.**

Each Party will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60 741.5(a), which prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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**Volume:** Volume will be determined by Seller by adjusting gross gallons for temperature to arrive at net gallons. This volume, net gallons, will be supplied to station personnel upon arrival at the power station.

**Acceptance:** Buyer reserves the right to reject any fuel oil shipment or any portion on a truckload basis if a shipment is not the requested product, or, upon visual inspection, it is apparent that a truck contains any foreign material not normally contained in a fuel oil shipment. Buyer will provide Seller documentation and evidence of reason for rejected shipments prior Seller's acceptance of any liability of said shipments. Any shipments that are rejected shall be removed from Buyer's premises at Seller's expense if and only if the fuel oil shipment fails on-site analysis.

**Sampling and Analysis:** All of said oil shall be sampled immediately upon delivery to the Station before it is offloaded into Buyer's tank. All deliveries shall be made by trucks in which access to oil can be made so that samples can be easily taken. No deliveries will be accepted where this access is obstructed. Sampling, preparation, and analysis shall be as per East Kentucky Power Cooperative, Inc.'s ("EKPC") oil sampling and analysis procedures on file at EKPC's office. Shipments will be sampled per the requirements of ASTM D4057 and should meet the requirements of ASTM D975 as well as the red dye regulations from the United States Internal Revenue Service. Samples for sulfur content may be analyzed by X-ray fluorescence in compliance with various ASTM procedures. Samples that do not meet Buyer's requirements will be retained for split sampling / analysis with the Seller.

**Price:** The price of all said Unbranded dyed low sulfur No. 2 Fuel Oil, f.o.b. tank at J.K. Smith Power Station, shall be calculated by adding the Marathon Petroleum Unbranded daily rack price at Lexington, Kentucky, terminal **minus \$0.00531 per gallon** for transportation, and applicable taxes and fees. Seller shall provide Buyer with the applicable Unbranded rack price at the Lexington, Kentucky, terminal for each applicable delivery date. EKPC is exempt from sales tax; therefore, the delivered price excludes sales tax.

Seller will price and deliver from the next lowest total price rack, pending Buyer approval of rack price and appropriate adders, if product is not available from quoted rack in the proposal.

**Payment:** EKPC will make payment in full within ten (10) days upon receipt of correct invoice. Invoice must state applicable power station and purchase order number of delivered fuel.

**Payment to be made by Automated Clearing House ("ACH") to:**

Marathon Petroleum Company LP  
Bank of America  
14333 Collections Center Dr.  
Chicago, IL 60693  
ABA (Routing) #: [REDACTED]  
Account#: [REDACTED]

**Additional Terms and Conditions:** The attached Terms and Conditions are hereby incorporated by reference into this Purchase Order.

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**NOTE A:** Due to the necessity of maintaining a consistent supply of high quality fuel oil, Buyer reserves the absolute right to cancel the unperformed balance of this purchase order at any time and for any reason including, but not limited to, the receipt of oil which does not meet the quality specifications of this purchase order. Such cancellation may be made upon written notice to Seller and without further obligation or duty owing from either party on the unperformed balance due to said cancellation.

**East Kentucky Power Cooperative, Inc.**

By: Julia J. Tucker  
Julia J. Tucker, SVP Power Supply & Planning

**Marathon Petroleum Company LP**

Approved As to Form: Nicole Blevins  
Nicole Blevins, Legal Representative

Accepted By: MPC Investment LLC, its General Partner

By: Mike Krouse  
Mike Krouse, Commercial Market Manager

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**TERMS AND CONDITIONS**  
**TO**  
**PURCHASE ORDER NO. 43706**

The following terms and conditions are incorporated by reference into Purchase Order #43706 (the "Purchase Order").

**Force Majeure:** It is specifically understood and agreed that the obligations of both parties under this Purchase Order are subject to events of Force Majeure, as defined below. If a valid event of Force Majeure occurs, affected party shall be excused from performance of its obligations to the extent made necessary by and during the continuance of such Force Majeure, subject to prompt delivery of written notice of such event of Force Majeure (including a detailed description of the Force Majeure, expected time period of the Force Majeure, and impact of the Force Majeure) to the other party, provided, however, that the disabling effects of such force majeure shall be eliminated by such claiming party as soon as, and to the extent practicable, by use of its best efforts. The suspension of obligations caused by a valid event of Force Majeure shall exist only for such time as said occurrence is in effect, and after said occurrence has ended or been resolved, both parties shall be fully bound to perform under the terms of this Purchase Order for the duration of this Purchase Order, except that any deficiencies in the sale or receipt of fuel oil hereunder caused by Force Majeure will only be made up at the discretion of the non-declaring party and the term of this Purchase Order shall not be extended by Force Majeure unless the non-declaring party agrees. No other acts or events shall excuse either party from full performance of this Purchase Order except as may be stated under the other terms of this Purchase Order.

"Force Majeure" as used herein shall mean a cause beyond the reasonable control of Seller or Buyer, as the case may be, whether foreseen or unforeseen, which wholly or materially prevents the transportation, sale, or delivery of fuel oil meeting the specifications under this Purchase Order, or the receipt, storing, or use of fuel oil by Buyer at its destination and which the party claiming Force Majeure could not have prevented with the exercise of reasonable prudence. Examples (without limitation) of Force Majeure, but only if beyond the control of Seller or Buyer, as the case may be, are the following:

Acts of God; acts of the public enemy; insurrections; riots, strikes; labor disputes; shortage of supplies; fires, explosions; floods; breakdowns of or damage to plants, equipment or facilities; interruptions to or contingencies of transportation; embargoes; orders or acts of civil or military authority; or acts of terrorism.

Notwithstanding the foregoing, Force Majeure, for purposes of this Contract, shall not include (i) the development or existence of economic conditions that may adversely affect Buyer's utilization of fuel oil or Seller's delivery or sale of fuel oil, (ii) acts or omissions of Seller or Buyer constituting negligence, or mismanagement on the part of Seller or Buyer, or (iii) causes or events affecting the performance of third-party sellers of goods or services except to the extent caused by an event that otherwise is a Force Majeure event.

**Amendment; Waiver:** No amendment to this Purchase Order shall be enforceable unless in writing and signed by the party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Purchase Order shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure, regardless of any provision of the Uniform Commercial Code, as enacted, to the contrary. It is further understood and agreed that Buyer does not waive its rights under this Purchase Order by receiving any shipments of fuel oil, and acceptance thereof shall not be implied unless Buyer fails to give Seller prompt notice of any breaches or defaults within a reasonable time after each sampling period has ended and the fuel oil analysis has been completed.

**Compliance with Laws:** An explicit obligation of Buyer and Seller under this Purchase Order is that Buyer and Seller shall perform its obligations hereunder in accordance with all applicable Federal, state, county and municipal laws, regulations codes and ordinances, including, but not limited to, those applicable to sale and transportation of fuel oil. Transportation of fuel oil by Seller or by any third party transporting fuel oil on Seller's behalf shall comply with applicable highway laws and regulations governing the weight of vehicles and all other highway laws promoting public safety, health and welfare, including all laws governing the operation of vehicles on any road or highway.

**Safety and Health:** Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling and using each of the Products. SDS for Products are available at the following internet address:  
[https://www.marathonbrand.com/Products/Safety\\_Data\\_Sheets\\_and\\_Labels/](https://www.marathonbrand.com/Products/Safety_Data_Sheets_and_Labels/). Buyer may request to receive SDS via email by contacting the Seller at [sdsinfo@marathonpetroleum.com](mailto:sdsinfo@marathonpetroleum.com).

**Damage to Equipment:** If Buyer determines, in good faith, that any foreign matter in the fuel oil delivered by Seller causes damage to electrical production, operating, receiving or handling equipment, the parties shall meet to mutually investigate the extent of the damage and to attempt in good faith to resolve the matter. Buyer shall document the damage

due to the foreign matter. If it is determined that foreign matter in the fuel oil is a cause of the damage, Seller shall only be responsible for the costs and expenses arising out of such damage to the extent caused by the foreign matter in the fuel oil, and that portion of the costs and expenses shall be paid by Seller to Buyer. **IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED FIVE MILLION DOLLARS (\$5,000,000) NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Claims.** All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer will preserve, and permit Seller to inspect and sample, the subject Product. Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product found to be defective as part of a quality claim.

**Indemnity and Insurance:** Buyer and Seller agree to defend, indemnify, and hold harmless the other, its directors, officers, employees, and agents, from any and all damage, loss, claim, demand, suit, liability, penalty, or forfeiture of every kind and nature—including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment, therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of, or other adverse effects on the environment, or (d) violations of governmental laws, regulations, or orders or breaches of this Purchase Order—whether suffered directly by Buyer or Seller, itself or indirectly by reason of claims, demands, or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Buyer or Seller, its employees, agents, subcontractors, or other representatives or from their presence on the premises of Buyer or Seller or otherwise from performance of this Purchase Order.

Buyer and Seller shall provide and maintain, and shall require any and all subcontractors to provide and maintain, with an insurance company authorized to do business in the Commonwealth of Kentucky and otherwise acceptable to Buyer and Seller the following insurance with proof of such coverage to be provided to Buyer within two (2) days of the date first set forth above:

**Workers Compensation and Employer's Liability Policy:** Buyer and Seller shall submit evidence of its Workers' Compensation and Employer's Liability Insurance Policy, and each such policy shall include:

1. Workers' Compensation (statutory benefits coverage) Insurance accordance with the laws of the Commonwealth of Kentucky.
2. Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000) with respect to Bodily Injury Each Accident/(\$1,000,000), Bodily Injury by Disease Each Employee/(\$1,000,000), and Bodily Injury by Disease Policy Limit.

**Commercial General Liability Policy:** Buyer and Seller shall provide evidence of its policy providing Commercial General Liability Insurance, with combined single minimum limit for bodily injury and property damage of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) General Aggregate, and the following coverage:

1. Coverage for premises and operations, including work let or sublet.
2. No exclusion of coverage for Blanket Contractual Liability to the extent covered by the policy against liability assumed by Seller under this Contract.
3. No exclusion for Broad Form Property Damage hazard.
4. Said policy shall name the other Party as an Additional Insured, with its policy deemed to be primary.
5. Said policy shall be endorsed to provide that the underwriter(s) have waived their Rights of Recovery Against Others (subrogation) against Buyer or Seller and its insurance carrier(s).
6. Should policy contain a deductible clause for bodily injury or property damage liability, said deductible shall be shown on a Certificate of Insurance delivered to Buyer or Seller, and the other Party's carrier shall agree to pay any such claims "first dollar" and then recover the deductible amount from Seller.

**Commercial Automobile Liability Insurance Policy:** Seller shall provide evidence of Seller's Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired vehicles, with a minimum combined single limit for bodily injury and property damage of Two Million Dollars (\$2,000,000) each accident with respect to Seller's vehicles assigned to or used in performance of work under this Purchase Order. Said policy shall name Buyer as an Additional Insured with said policy designated to be primary. Said policy shall include an endorsement providing that the underwriter(s) have waived their Rights of Recovery Against Others (subrogation) against Buyer and Buyer's insurance carrier(s). Should policy contain a deductible clause for bodily injury or property damage liability, said deductible shall be shown on

the Certificate of Insurance, and Seller's carrier shall agree to pay any such claims "first dollar" and then recover the deductible amount from Seller.

**Umbrella/Excess Liability Insurance:** Employer Liability, Commercial General Liability, and Commercial Automobile Liability, and if applicable, Environmental Impairment ("Pollution") Liability Insurance. Seller shall provide a minimum Three Million Dollars (\$3,000,000) Each Occurrence and, Three Million Dollars (\$3,000,000) in aggregate umbrella/excess liability insurance. Said policy shall be "follow-form" to the extent of coverage in provisions in the primary forms Employer Liability, Commercial General Liability, and Commercial Automobile Liability, with regards to coverage terms and policy provisions. Said coverage must continue in force for a minimum of two (2) years from the date of expiration or termination of this Purchase Order.

The above policies to be provided by Buyer and Seller shall be written by companies satisfactory to the other Party or having a Best Rating of not less than A—"Excellent". These policies shall not be materially changed or cancelled except with a thirty (30) day written notice to Buyer or Seller from the other Party and the Insurance Carrier. Evidence of coverage, notification of cancellation, or other changes shall be mailed to:

East Kentucky Power Cooperative, Inc.  
ATTN: Fuel and Emissions Department  
P. O. Box 707  
Winchester, KY 40392-0707

Marathon Petroleum Company LP  
ATTN: Insurance  
539 S. Main Street  
Findlay, Ohio 45840

Minimum limits and coverage required under this Section should not be construed to necessarily be adequate for the other Party's own insurance and risk management needs. Buyer and Seller reserve the right to request and receive a summary of coverage of any of the above policies or endorsements. The other Party's failure to provide the insurance required above shall permit the other to suspend shipments under this Purchase Order until such breach is remedied and to pursue all other remedies permitted by the Uniform Commercial Code.

Notwithstanding the foregoing, Seller and its affiliates and Buyer shall have the option to, and Seller and its affiliates hereby elected to maintain self-insurance having retentions sufficient to satisfy potential liabilities arising hereunder, in full satisfaction of the requirement of the above Insurance requirements.

**Breach:** (a) An event of default ("Event of Default") with respect to a party (the "Defaulting Party") shall mean any of the following:

- (i) the failure of Defaulting Party to pay when due any required payment where such failure is not remedied within five (5) days after written notice thereof, provided the payment is not subject to a good faith dispute;
- (ii) repeated failure of the Defaulting Party to deliver or to accept delivery of the quantity of fuel oil to be delivered as scheduled and meeting the quality specifications of this Purchase Order unless excused by Force Majeure, other express contractual provisions hereof, or the other party's failure to perform;
- (iii) the insolvency, bankruptcy, or assignment for the benefit of creditors of either party; or
- (iv) violates the provisions of the Trademark Section.

(b) Upon the occurrence and during the continuance of an Event of Default, as to the Defaulting Party, the other party may:

- (i) withhold any payments due to the Defaulting Party until such Event of Default is cured;
- (ii) suspend performance of its obligations under this Agreement until such Event of Default is cured;
- (iii) pursue all remedies and recover all damages set forth for buyers or sellers, as applicable, under the Uniform Commercial Code, as enacted (including but not limited to the right to "cover" pursuant to KRS 355.2-712); or
- (iv) terminate by written notice this Purchase Order as of any date specified by the non-Defaulting Party within thirty (30) Days after such notice is given, however, such notice shall not be required where Defaulting Party files for a voluntary bankruptcy proceeding or similar proceeding.

Such rights and remedies shall be in addition to any other right or remedy the non-Defaulting Party may have at law, including under the Uniform Commercial Code, or in equity.

**Non-Assignability; Choice of Law; Venue:** This Purchase Order is personal as between Buyer and Seller and is non-assignable, except that, after prior written notice to the other party, Buyer may assign its rights under this Purchase Order only to the Rural Utilities Service or other lenders to Buyer and Seller may assign its rights under this Purchase Order to its parent or affiliate company. Otherwise, rights or obligations under this Purchase Order, and this Purchase Order itself, are neither assignable nor otherwise transferable and may not be subcontracted except by the written consent of said parties, which consent shall not be unreasonably withheld. This Purchase Order is governed by the laws of the Commonwealth of Kentucky, without regard to its choice of law principles. The parties hereto agree that any disputes that may arise under this Purchase Order that culminates in litigation shall be instituted and tried in the Circuit Court of Clark County, Kentucky, with such court having sole and exclusive jurisdiction.

**Entire Agreement:** This instrument contains the entire contract between the parties, and there are no representations, understandings, or agreements, oral or written, which are not included or expressly referred to herein.

**Severability:** If any provision of this Purchase Order or its application are held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court of competent jurisdiction shall determine that any provision of this Purchase Order is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

**Fair Competitive Bidding:** This purchase order has been awarded to Seller pursuant to a fair and confidential competitive bidding process. By entering this purchase order, Seller represents and warrants that it did not promise or deliver anything of significant value to, or solicit or receive any confidential competitive bidding information regarding this purchase order from, any officer, director, agent or employee of Buyer, or any member of their families. Buyer shall have the right to terminate this Purchase Order should it determine that this representation of Seller is false.

**Trademarks:** Buyer will not use Seller's name, trade or service marks, or trade dress in any way with regard to the Products.

**Utilities Provision:** Buyer acknowledges fuel purchased under this agreement is intended for use in furnaces, boilers and similar applications and will not be used in a stationary combustion engine.

#### **COMPLIANCE WITH APPLICABLE LAWS; SAFETY**

**Applicable Laws and Safety:** Seller shall at all times comply with all laws applicable to its transportation of the product subject of the Purchase Order, including, without limitation, those relating to health and safety and all applicable permits and approvals. Seller shall comply with Buyer's facility rules applicable to Seller's transportation and delivery of the product subject of the Purchase Order; provided, however, any drug or alcohol testing will be conducted in accordance with Seller's own applicable drug and alcohol policy. Without limiting the foregoing, Seller shall comply with all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the deliveries being performed by Seller to fulfill the Purchase Order. While performing deliveries, Seller shall keep the deliveries site free from debris caused by Seller and not impair the safe and orderly condition of said site.. Buyer shall have the right but not the obligation to review, at Buyer's cost, Seller's compliance with safety and cleanup measures.

Should Seller have actual knowledge of violations of any of the herein stated policies of conduct in this Agreement, whether by its own employees, agents, representatives or its subcontractors, Seller has an affirmative obligation to immediately report any such known violations to the Buyer in care of Buyer's Safety Manager at Headquarter Location or safety coordinator at the applicable facility.

**Notice to Buyer:** Seller shall promptly report in writing to Buyer all accidents or incidents involving property damage, arising out of or in connection with the deliveries. Notice shall be given to Buyer's Safety Manager at Headquarters or to the onsite Safety Coordinator for the applicable facility.