SPECIAL PROVISIONS TO THE NAESB BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

Kentucky Power Company ("KPCO") and **Ascent Resources – Utica, LLC ("ASCENT")** hereby agree, effective as of May 15, 2026 to the following Special Provisions ("Special Provisions") to the NAESB Base Contract for Sale and Purchase of Natural Gas, including the General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas attached thereto ("Base Contract"), effective as of May 15, 2026. Unless specifically agreed otherwise in a Transaction Confirmation, the Base Contract, as amended and modified by these Special Provisions, shall apply to all transactions for the purchase and sale of Gas (each a "Transaction") between the parties. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Base Contract.

It is understood by the parties, that if the Base Contract or any provision contained therein is inconsistent with, or co ntrary to, any provision of these Special Provisions, the Special Provision shall control.

SECTION 1. PURPOSE AND PROCEDURES

1.2 The second sentence of Section 1.2 Oral Transaction Procedure is amended by deleting the words "effectuated in an EDI transmission or telephone conversation with the offer and acceptance" and replacing them with "effectuated in an EDI transmission, telephone conversation or other electronic means of communication indicating the offer and acceptance" and by adding the following sentence to the end of Section 1.2: "All Transactions are entered into in reliance of the fact that this Base Contract (including any Special Provisions and any Addenda hereto agreed upon by the parties) and all Transactions hereunder form a single integrated agreement between the parties and the parties would not otherwise enter into any Gas purchase transactions."

1.4 Section 1.4 is amended by adding the following sentence between the second and third sentences in that section: "No party may knowingly destroy or erase a recording once the possessing party becomes aware of an actual dispute in which the recording may reasonably be anticipated to be discoverable."

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.4 Section 4 is modified by inserting the following new Section 4.4 at the end thereof:

"4.4 The parties agree to provide to each other, upon request, copies of supporting documentation acceptable in industry practice regarding the quantities of Gas delivered and received at the Delivery Point, including meter and measurement data received from Transporters."

SECTION 5. QUALITY AND MEASUREMENT

The last sentence of Section 5 shall be deleted and the following new Sections 5.1 and 5.2 shall be inserted at the end thereof:

"5.1 **For Gas Purchases Transported Under Buyer's Transportation Agreement**

If the Gas purchases hereunder are to be transported to Buyer under the terms of Buyer's Transportation Agreement with Transporter, then the Measurement Provisions of such Transportation Agreement shall control and Section 5.2 does not apply.

5.2 **For Gas Purchases Transported Under Seller's Transportation Agreement for deliveries to Buyer's Power Stations**

If measurement of Gas quantities hereunder is to be performed under Seller's Transportation Agreement with Receiving Transporter, Seller shall be responsible for insuring that such measurement is performed in accordance with the Receiving Transporter's tariff or Statement of Operating Conditions ("SOC") on file with the Federal Energy Regulatory Commission ("FERC"). Said provisions shall be in accordance with the current AGA or other industry standards."

SECTION 10. FINANCIAL RESPONSIBILITY

10.1 Section 10.1 is deleted in its entirety and replaced with the following:

"10.1 If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Base Contract or any Transaction (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable) X 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 X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, or other mutually acceptable forms of security (including the issuer of any such security). Adequate Assurance of Performance shall not exceed the amount that would be owed to X as a Net Settlement Amount (as such term is defined in Section 10.3.2 hereof), as of the date X made the demand for Adequate Assurance of Performance from Y. Each party hereby grants to the other a first priority security interest in any Adequate Assurance of Performance provided in accordance with this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2 Section 10.2 is amended by the addition of items, (x), and (xi) in the following manner: Delete the word "or" prior to item (ix) and add, between the ";" at the end of item (ix), the words (x) consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such party under this Contract to which it or its predecessor was a party by operation of law or the resulting, surviving or transferee entity is materially weaker from a credit perspective as determined by the other party acting in good faith and in a commercially reasonable manner; or (xi) with respect to such party's guarantor, any of the following: (a) if any representation or warranty made in connection with this Base Contract is false or misleading in any material respect when made or when deemed made or repeated; b) the failure of a guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Base Contract and such failure shall not be remedied within five (5) Business Days after written notice; (c) the failure of a guarantor's guaranty to be in full force and effect for purposes of this Base Contract (other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each transaction to which such guaranty shall relate without the written consent of the other party; or (d) a guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty."

10.5 Section 10.5 is deleted in its entirety and replaced with the following:

"10.5 The parties specifically agree and intend that (i) all Transactions pursuant hereto are "forward contracts" within the meaning of title 11 of the United States Bankruptcy Code, as amended from time to time (the "Bankruptcy Code") and that each party is a "forward contract merchant" within the meaning of the Bankruptcy Code with respect to any transactions that constitute "forward contracts"; and (ii) this Contract constitutes a "master netting agreement" within the meaning of the Bankruptcy Code and each party is deemed a "master netting agreement participant" within the meaning of the Bankruptcy Code. The parties also agree that all payments made or to be made by one party to the other party pursuant to this Contract constitute "settlement payments" or "transfers" within the meaning of the Bankruptcy Code and all transfers of credit support by one party to the other party under this Contract constitute "margin payments" or "transfers" within the meaning of the Bankruptcy Code. Under Section 10 "Financial Responsibility" of this Contract, each party has a "contractual right to liquidate" the transactions within the meaning of Section 556 of the Bankruptcy Code. For purposes of this Contract, each party further agrees that neither party is a "utility" as such term is used in Section 366 of the Bankruptcy Code, and each party agrees to waive and not to assert the applicability of the provisions of said Section 366 in any bankruptcy proceeding wherein such party is a debtor. Each party shall be entitled to exercise its rights and remedies, as set forth under this Contract, in accordance with the safe harbor provisions of the Bankruptcy Code, including without limitation those in Sections 362(b)(6), 546(e), 548(d)(2), 553(b)(1), 556 and 561 thereof."

Section 10 is modified by inserting the following new Sections 10.8 at the end thereof:

"10.8 Ascent shall deliver to KPCO, prior to or concurrently with the execution and delivery of this Base Contract, a guaranty in a form reasonably acceptable to KPCO. The guarantor for Ascent Resources – Utica, LLC will be Ascent Resources Utica Holdings, LLC.

SECTION 11. FORCE MAJEURE

11.3 The first sentence of Section 11.3 is amended by deleting the word "or" before item (v) and adding "; or (vi) interruption of specific supply or markets at "pooling points" or "hubs" without the hub or pooling point operator claiming Force Majeure" following the end of item (v) but before the period at the end of that sentence.

11.6 Section 11.6 is deleted in its entirety and replaced with the following:

"Seller shall not be obligated to purchase for delivery and sale hereunder Gas from any other person in order to replace the amount of Gas that is not delivered to Buyer as a result of Force Majeure."

SECTION 12. TERM

Section 12 is amended by deleting the second sentence and replacing it with the following:

"The rights of either party pursuant to: (i) Section 7, (ii) Section 10, (iii) Section 13, (iv) Section 14, (v) Section 15, including but not limiteda to, the Arbitration provisions, (vi) the obligations to make payments hereunder, and (vii) the obligation of either party to indemnify the other pursuant hereto, shall survive the termination of the Base Contract or any Transaction."

SECTION 15. MISCELLANEOUS

15.1 Item (ii) of the second sentence of Section 15.1 is amended by inserting between "affiliate" and "by assignment" the parenthetical "(such parent or affiliate being of similar or greater credit quality as compared to the assignor)".

15.5 Amend Section 15.5 by adding the following to the end thereof:

"**EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS BASE CONTRACT AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS BASE CONTRACT.**"

15.11 Delete Section 15.11 and insert the new Section 15.11 as follows:

"15.11 Any dispute relating to this Agreement shall be resolved pursuant to the following dispute resolution procedures:

A. In the event that any disputes between the parties and/or their respective representatives involving or arising under claim, counterclaim, demand, cause of action, dispute, and/or controversy relating to this Base Contract or any Transaction, the parties shall first seek to resolve the dispute by negotiation between senior executives who have authority to settle the controversy. When a party believes there is a dispute relating to this Base Contract or any Transaction, the party will give the other party written notice of the dispute providing sufficient detail for the recipient to understand the providers position (the "Notice").

B. The senior executives shall meet at a mutually acceptable time and place within thirty (30) days after the receipt of the Notice to exchange relevant information and to attempt to resolve the dispute. The executives may involve a third-party mediator, if they so choose. If a senior executive intends to be accompanied at a meeting

by legal counsel, the other party's senior executive shall be given at least three (3) business days' notice of such intention and may also be accompanied by legal counsel.

C. All negotiations are confidential and shall be treated as compromise and settlement negotiations under all state laws and the Federal Rules of Evidence and may not be used as evidence in any litigation between the parties.

D. If the parties cannot agree upon a time and/or place for negotiation within thirty (30) days of receipt of the Notice or cannot resolve the issue(s) identified in the Notice to the satisfaction of both parties within ten (10) days of the conclusion of negotiations, then either party may commence binding, arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and all such proceedings shall be subject to the Federal Arbitration Act. A single arbitrator shall be chosen by the parties, or if they are unable to agree, by AAA.

E. Arbitration shall be commenced by written notice to the other party, which notice shall contain the position of the party giving the notice ("Initiating Party") on matters in dispute. The party receiving the notice ("Responding Party") shall provide within fifteen (15) Business Days after receipt of such notice a written response that contains the Responding Party's position on the matters in dispute.

F. The parties shall select a time and place to conduct the hearing, provided that the hearing shall be scheduled such that it can be concluded in ninety (90) days of the Responding Party's deadline to respond to the Initiating Party, as set forth herein. Discovery and hearing procedures shall be governed by the AAA rules, unless otherwise agreed in writing by the parties.

G. The arbitrator shall consider all relevant evidence in making his or her decision. The decision of the arbitrator shall be binding on the parties and may be enforced in any court of competent jurisdiction.

H. Each party shall bear its own expenses of the arbitration, including without limitation, attorneys' fees and expert witness' costs and expenses, and all other out-of-pocket cost and expenses incurred directly in connection with the proceedings ("Expenses"). The fees of the arbitrator and costs of facilities for arbitration shall be borne equally by the parties.

I. The arbitrator is not empowered to award damages in excess of actual damages, or any other types of damages prohibited by this Agreement (including but not limited to punitive, special, exemplary or consequential damages), and each party hereby irrevocably waives any right to recover such prohibited damages with respect to any dispute resolved by arbitration. Any arbitration under this Agreement shall be conducted on a confidential basis and not disclosed, including any documents or results which shall be considered confidential, unless the parties otherwise agree in writing, or such disclosure is required by law."

Section 15 is modified by inserting the following new Sections 15.13 15.14 and 15.15 at the end thereof:

"15.13 If requested by either party, to the extent not publicly available, the other party shall deliver (i) within 120 days following the end of each fiscal year, a copy of its (or it's guarantor's) annual report containing that party's audited consolidated financial statements for such fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of that party's (or it's guarantor's) quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles, provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the party diligently pursues the preparation, certification and delivery of the statements."

15.14 This Contract shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed."

15.15 Each party will be deemed to represent to the other party each time a transaction is entered into that: (a) it is acting for its own account, and it has made its own independent decisions to enter that transaction and as to

whether that transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary; (b) it is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that transaction; it being understood that information and explanations related to the terms and conditions of a transaction shall not be considered investment advice or a recommendation to enter into that transaction; (c) no communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that transaction; (d) it is capable of assessing the merits and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that transaction; (e) it is capable of assuming, and assumes, the risks of that transaction; and (f) the other party is not acting as a fiduciary for, or an advisor to, it in respect of that transaction."

END OF SPECIAL PROVISIONS
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

KENTUCKY POWER COMPANY

Signed by: Joel H. Jansen BD1FA5DF439F4BB... 5/20/2026 | 11:21 AM EDT

By: _____

Name: Joel H. Jansen

Title: Vice President

DS PMC

ASCENT RESOURCES – UTICA, LLC

Signed by: Dana Bryant 2F08AA890AC94AF...

By: _____

Name: Dana C. Bryant

Title: Attorney-in-Fact