

**SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF
THE BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**
Dated: ~~September 1, 2025~~ January 1, 2026
by and between
BP Energy Company and Kentucky Power Company

BP Energy (“BPE”) and **Kentucky Power Company (“KPCO”)** hereby agree, effective as of September 1, 2025 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 September 1, 2025. 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 contrary to, any provision of these Special Provisions, the Special Provision shall control.

SECTION 1. PURPOSE & 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.”
- 1.3 Section 1.3 is amended by deleting “mutually agreeable electronic means” in the second line and replacing it with “other electronic means of communication”.
- 1.4 In Section 1.4 add the following before the “.” at the end of the second sentence: “; provided, further that the party responsible for obtaining the consent of its agents and employees to such recordings shall indemnify, defend and hold the other party harmless from any and all losses, liabilities, claims, damages, judgments, costs and expenses, including but not limited to reasonable attorney’s fees and costs of court, arising from or out of such party’s failure to obtain the consent of its agents and employees to such recordings

SECTION 2. DEFINITIONS

- 2.31 Definition of “Spot Price” in Section 2.31 shall be amended by deleting the last sentence and replacing with the following: “If no price or range of prices is published for such Day, then the Spot Price shall be determined in accordance with Section 14 as modified herein.”
- 2.36 Add the following new Section 2.36 at the end of Section 2:

“2.36 “Applicable Law” means any foreign, federal, state, tribal or local law, statute, regulation, code, ordinance, license, permit, compliance requirement, decision, order, writ, injunction, directive, judgment, policy, decree, including any judicial or administrative interpretations thereof, or any agreement, concession or arrangement with any governmental authority, applicable to either party or either party’s performance under a transaction, and any amendments or modifications to the foregoing.”

SECTION 3. PERFORMANCE OBLIGATION

- 3.5 Add the following as Section 3.5:

“3.5. In the event that the Contract Price for a transaction is a Fixed Price (as defined below), and such transaction (a) has a Firm performance obligation, and (b) a Delivery Period of at least one Month, then, notwithstanding anything to the contrary in this Contract, including, without limitation, anything in Sections 3.2 or 11 of this Contract: (i) if, upon the occurrence of an event of Force Majeure, and as a result of the event of Force Majeure, (a) Seller is unable to sell and deliver, or (b) Buyer is unable to purchase and receive, the Contract Quantity of Fixed Price Gas, either in whole or in part, for such transaction, (ii)

then, for the duration of the event of Force Majeure, for each Day that Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, such Fixed Price Gas, as set out in Section 3.5(i) above, the following settlement obligations between the parties shall apply:

- x. if the FOM Price (as defined below) exceeds the Fixed Price, Seller shall pay Buyer the difference between the FOM Price and the Fixed Price for each MMBtu of such Gas not delivered and/or received on that Day, or
- y. if the Fixed Price exceeds the FOM Price, Buyer shall pay Seller the difference between the Fixed Price and the FOM Price for each MMBtu of such Gas not delivered and/or received on that Day.

For the purpose of this Section 3.5:

“Fixed Price” means, a Contract Price for a transaction that is expressed as a flat dollar amount for the Month of delivery, excluding any transactions that have been entered into after the last trading day (as defined by the NYMEX) for the applicable Month. Subject to the foregoing exclusion, “Fixed Price” also includes any transaction containing a Contract Price or a component of a Contract Price that has been converted from a floating price mechanism (i.e., a NYMEX/first of the month index basis component and a fixed price or floating price component, or a NYMEX/first of the month index priced component with a fixed basis component) to a flat dollar amount for the Month of delivery, either upon the mutual agreement of the parties or as a result of a party exercising a pricing “trigger” option in the Contract. For the purpose of clarity, the parties agree that all transactions providing for puts, calls, collars, swaptions, caps, and floors shall constitute transactions for a Fixed Price. “FOM Price” means the price per MMBtu, stated in the same currency as the transaction subject to such event of Force Majeure, for the first of the Month delivery, either as the NYMEX settlement price or as an index price published in the first issue of a publication commonly accepted by the Gas industry (selected by the Seller in a commercially reasonable manner) for the Month of such event of Force Majeure for the geographic location closest in proximity to the Delivery Point(s) for the relevant Day, adjusted for the basis differential between the Delivery Point(s) and the NYMEX or such published geographic location as determined by the Seller in a commercially reasonable manner.”

3.6 Add the following as Section 3.6:

“3.6. Each party is entering into this Contract in reliance on the Applicable Laws and Taxes in effect on the date hereof. If at any time after a transaction is entered into:

- (i) new Applicable Law is enacted, existing Applicable Law is amended, new Taxes are imposed, or existing Taxes are changed (a “Regulatory Event”), in a way which individually or collectively has a material adverse economic effect upon a party (such party the “Affected Party”) under a particular transaction (each such transaction an “Affected Transaction”) and which does not constitute a Force Majeure event, then the Affected Party may notify the other party that it desires in good faith to renegotiate the material terms or conditions of the Affected Transaction(s) in order to address the effects of the Regulatory Event. Such Notice shall state how the Regulatory Event impacts the Affected Transactions and the proposed terms upon which the Affected Party would like to continue to perform the Affected Transaction(s) with respect to any Gas not yet delivered.
- (ii) after giving effect to any applicable provision or remedy specified in the Contract, it becomes unlawful for a party, (such party the “Affected Party”) under the Applicable Law to perform any material provision in relation the Contract or any particular transaction, (each such transaction an “Affected Transaction”) (an “Illegality”), then the Affected Party may terminate such Affected Transaction as provided for below.

If a Regulatory Event occurs and the parties fail to renegotiate the price or other material terms or conditions within thirty Days of the Notice, or if an Illegality occurs and such event continues for at least three Business Days, either party shall have the right by Notice to designate a Day, no earlier than the Day such Notice is given and no later than twenty Days after such Notice is given as the Early Termination Date to terminate and liquidate the Affected Transaction(s).

On the Early Termination Date (i) if there is one Affected Party damages shall be determined in accordance with Section 10 of the Contract, except that references to the Defaulting Party and to the Non-Defaulting Party will be deemed references to the Affected Party and to the Non-affected Party, or (ii) if there are two Affected Parties, each party shall determine damages in accordance with Section 10 of the Contract with the Market Value being the arithmetic average of the amounts so determined. The Market Value for each Terminated Transaction shall be determined by using the mid-market quotations or values without regard to the creditworthiness of the party performing the calculations.”

3.7 Add the following as Section 3.7.

“3.7. Any Gas sold and delivered by Seller to Buyer at the Delivery Point(s), and purchases made and received from Seller by Buyer at the Delivery Point(s), shall be deemed delivered in the following order: (i) Gas where the Contract Price is a fixed price or has a fixed price component, (ii) Firm (Fixed Quantity), (iii) Firm (Variable Quantity) and (iv) Interruptible.”

SECTION 6. TAXES

In Section 6, add the following at the end. The parties agree to cooperate, in the event either party in good faith protests, contests, disputes, or files a refund request, with the applicable taxing authority or court with jurisdiction, by providing any relevant information, upon request, within a party's possession, which will support the filing party's filing.

SECTION 7. BILLING, PAYMENT AND AUDIT

7.6 Section 7.6 is amended by adding the following at the end of the next to last sentence before the “.”: “; provided, however, that the finality of all invoices and billings shall not apply to Taxes or any adjustments made by Transporter(s) under the terms of its applicable tariff, and the responsible party under the Contract shall continue to be responsible for such amounts”.

7.7 Section 7.7 is amended by deleting “or pursuant to Section 7.3” in the fourth line.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.4 Section 8.4 is amended by adding “to the extent the Delivery Point is located therein” before “,” in the third line.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1 Section 10.1 is amended by deleting from the second sentence thereof “a security interest in an asset or guaranty” and inserting in its place “, or other mutually acceptable forms”.

10.2 In Section 10.2, add the following before the “.” at the end of the last sentence: “provided that no suspension of performance shall continue for more than ten Business Days unless an Early Termination Date has been declared and the Defaulting Party has been given Notice thereof in accordance with Section 10.3.”

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 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 three (3) 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 the guaranty terms) prior to the satisfaction of all obligations to which such guaranty shall relate; or (d) a guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty.”

10.3.1 The second paragraph of Section 10.3.1 is amended by: (i) deleting the word “of” and insert “that is or could be incurred in replacing or in providing the economic equivalent of the material terms for the” before the word “Gas” in the second line, (ii) deleting “multiplied by the market price for a similar transaction” in the third line, (iii) inserting “, other relevant market data” after “futures contracts” in the fifth line (iv) insert “(either firm or indicative)” after “trading markets” in the sixth line, (v) inserting “or information available to the Non-Defaulting Party from its own internal sources, if that information is used in the regular course of its business for the valuation of similar transaction,” after “third-party offers” in the sixth line and (vi) inserting “The Non-Defaulting Party should utilize quotations or relevant market data in preference to its own internal sources, unless it believes in good faith that such quotations or relevant market data are not readily available or would not produce a commercially reasonable result. The Non-Defaulting Party may aggregate any loss or cost incurred in connection with its terminating, liquidating or re-establishing any Terminated Transaction or any hedge related to a Terminated Transaction.” at the end thereof.

- 10.3.2 Section 10.3.2 is amended by adding the following after the last sentence: “Nothing in this Section will be effective to create a charge or other security interest. This Section will be without prejudice and in addition to any right of setoff, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which a party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).”
- 10.4 Section 10.4 is amended by, (i) replacing “second” in the sixth line with “fifth”, and (ii) adding the following at the end thereof: “Notwithstanding the foregoing, if the Non-Defaulting Party owes the Net Settlement Amount to the Defaulting Party, the obligation of the Non-Defaulting Party to pay to the Defaulting Party the Net Settlement Amount, shall not arise until, and shall be subject to the condition precedent that, (i) all transactions are terminated in accordance with this Contract and (ii) all obligations (contingent or absolute, matured or unmatured) of the Defaulting Party to make any payment to the Non-Defaulting Party shall have been fully and finally performed.”
- 10.5 In Section 10.5, add the following after the last sentence: “Each party further agrees that the other party is not a “utility” as such term is used in 11 U.S.C. Section 366, and each party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such party. In addition, each party agrees that, for any Gas actually consumed (rather than resold) by such party, if Gas is not delivered pursuant to this Contract, the local Gas distribution utility for such party is the provider of last resort and can supply such party’s Gas consumption needs.”

SECTION 11. FORCE MAJEURE

- 11.2 Section 11.2 is amended by adding the following after the last sentence: “In no event shall Seller be under any obligation to source Gas from storage or other markets if an event of Force Majeure occurs. To the extent an event of Force Majeure occurs, Seller or Buyer will allocate the supply or purchase of Firm Gas for affected transactions, as applicable, on a pro rata basis with other similarly situated Firm Gas customers.”
- 11.7 Add the following as Section 11.7:
- “11.7. If an event of Force Majeure prevents a party from delivering or purchasing Gas under this Contract and such event continues (i) for more than ninety (90) consecutive Days or (ii) for more than one hundred and eighty cumulative Days during any calendar year, the party not claiming the event of Force Majeure may terminate and liquidate the transactions affected utilizing the same methodology set forth under Section 3.6.”

SECTION 14. MARKET DISRUPTION

In Section 14, delete (i) “and averaging the four quotes” at the end of the first sentence; and (ii) the second sentence and replace it with the following: “Once the parties obtain the quotes, the following methodology shall be used to determine the replacement price for the Floating Price: (i) if each party obtains two quotes, the arithmetic mean of the quotations, excluding the highest and lowest values, shall be utilized; (ii) if one party obtains two quotes and the other party only obtains one quote, the highest and lowest values shall be excluded and the remaining quotation shall be utilized; (iii) if both parties each obtain one quote, the arithmetic mean of the quotations shall be utilized; or (iv) if only one party is able to obtain a quote, the obtained quotation shall be utilized. For purposes of the foregoing sentence, if more than one quotation is the same as another quotation, and such quotations are the highest and/or lowest values, only one of the quotations shall be excluded.”

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)”.
- 15.3 Delete Section 15.3 in its entirety and replace it with the following:
- “15.3. No waiver of any breach of this Contract, or delay, failure or refusal to exercise or enforce any rights under this Contract (including any rights to claim excused performance as a result of an event of Force Majeure), shall be held to be a waiver of any other or subsequent breach, or be construed as a waiver of any such right then existing or arising in the future.”
- 15.10 Section 15.10 is amended by: (i) in the second line, adding “or any financial information provided by a party under the terms of this Contract” after “the terms of any transaction” and (ii) in the third line, adding “Affiliates,” before “employees”.

15.13 Add the following as new Section 15.13:

“15.13. To the extent, if any, that a transaction does not qualify as a “first sale” as defined by the Natural Gas Act and §§ 2 and 601 of the Natural Gas Policy Act, each party irrevocably waives any rights, including rights under §§ 4-5 of the Natural Gas Act, unilaterally to seek or support a change to any terms and conditions of the Contract, including but not limited to the rate(s), charges, or classifications set forth therein. By this provision, each party expressly waives its right to seek or support, either directly or indirectly, and by whatever means: (i) an order from the U.S. Federal Energy Regulatory Commission (“FERC”) seeking to change any of the terms and conditions of the Contract agreed to by the parties; and (ii) any refund from the other party with respect to the Contract. Each party further agrees that this waiver and covenant shall be binding upon it notwithstanding any regulatory or market changes that may occur after the date of the Base Contract or any transaction entered into between the parties. Absent the agreement of both parties to the proposed change, the standard of review for changes to any terms and conditions of the Contract proposed by (a) a party, to the extent that the waiver set forth in this Section 15.13 is unenforceable or ineffective as to such party due to a final determination being made under applicable law that precludes the party from waiving its rights to seek or support changes from the FERC to the terms and conditions of this Contract, (b) a non-party, or (c) the FERC acting sua sponte, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the “Mobile- Sierra Doctrine”), as the Mobile-Sierra Doctrine has been clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 128 S.Ct. 2733 (2008) and NRG Power Marketing, LLC v. Maine Public Utilities Commission 130 S. Ct. 693 (2010).”

15.14 Add the following as new Section 15.14:

“15.14. Subject to the provisions of Section 11, the parties hereby agree that a Cyber Attack (as defined below) that causes (i) the failure to perform a Firm obligation or (ii) a breach of a Party’s confidentiality obligations arising under Section 15.10, will constitute an event of Force Majeure. In addition, notwithstanding the provisions of Section 10.2, the parties agree that a failure to pay that is solely the result of a Cyber Attack will not constitute an Event of Default; provided that (a) sufficient funds were available for such party to fulfil its obligations hereunder on the relevant date, and (b) the payment is made as soon as practicable but in no event later than 15 Days after the occurrence of the Cyber Attack. “Cyber Attack” means a third-party attack that compromises the integrity or availability of information from an information system or systems required to perform the obligations under this Contract.

15.15 Add the following as new Section 15.15

“15.15 Business and Human Rights. In connection with this Contract, Party A and Party B shall conduct their respective businesses in a manner that respects the rights and dignity of all people and internationally recognized human rights, including without limitation, by:

- a) not employing, engaging or otherwise using forced labor, trafficked labor or exploitative child labor, nor engaging in or condoning abusive or inhumane treatment of workers;
- b) providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- c) mitigating or avoiding adverse human rights impacts to communities arising from their respective activities to the extent practicable.”

15.16 Add the following as new Section 15.16:

“15.16. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS CONTRACT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT.”

15.17 Add the following as new Section 15.17:

“15.17. 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.”


15.18 Add the following as new Section 15.18:

“15.18 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 its 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 its 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, or international financial reporting standards 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.”

(Signature Page Follows)

Kentucky Power Company

BP Energy Company

By:  Signed by: *Joel H. Jansen* 8/28/2025 | 9:37 AM EDT
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Name: Joel H. Jansen

Title: Vice President

By:  DocuSigned by: *Susannah Lee*
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Name: Susannah Lee

Title: Attorney-in-Fact

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