

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

**Kentucky Power Company (“KPCO”)** and Expand Energy Marketing LLC (“Expand” ) hereby agree, effective as of the 23rd day of March, 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 March 23, 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 contrary 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 3. Performance Obligation**

Add the following at the end of Section 3.1:

“Unless expressly agreed to by the parties under a Transaction Confirmation, Seller is under no obligation to source the Gas being sold to Buyer from storage.”

**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 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 Section 10.2 is amended by the following:

(1) 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 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 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."

(2) Add the following at the end before the "." in the last sentence of Section 10.2: "provided that no suspension of performance shall continue for more than thirty (30) Days unless an Early Termination Date has been declared and the Defaulting Party given Notice thereof in accordance with Section 10.3."

10.5 Delete Section 10.5 in its entirety and replace with the following:

"10.5 (a) The parties understand and agree that (i) transaction(s) hereunder constitute "forward contracts" within the meaning of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code"); (ii) each of the parties is a "forward contract merchant" within the meaning of the Bankruptcy Code with respect to any transactions that constitute "forward contracts"; (iii) all payments made or to be made by one party to the other party pursuant to this Contract constitute "settlement payments" within the meaning of the Bankruptcy Code; (iv) all transfers of credit support (including adequate assurance) by one party to the other party under this Contract constitute "margin payments" within the meaning of the Bankruptcy Code; (v) each party's rights under Section 10 "Financial Responsibility" of this Base Contract constitute a "contractual right to liquidate" the transactions within the meaning of the Bankruptcy Code, and (vi) if the parties have elected to have Section 7.7, Netting, apply to this Contract, then (1) this Contract constitutes a "master netting agreement" within the meaning of the Bankruptcy Code and (2) each party is deemed as a "master netting agreement participant" within the meaning of the Bankruptcy Code.

(b) For purposes of this Contract, each party agrees to waive and not to assert the applicability of the provisions of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such party is a debtor. In any such proceeding, each party further agrees to waive the right to assert that the other party is a provider of last resort.”

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

“10.8 Expand 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 Expand will be Expand Energy Corporation.”

## **SECTION 11. FORCE MAJEURE**

11.2 In Section 11.2, insert the following at the end of Section 11.2: “In order to declare an event of Force Majeure or otherwise exercise rights under Section 11 of this Contract, Seller is not required to designate, in advance of the event of Force Majeure, the source(s) or supplier(s) of Seller’s Gas supply or Seller’s Transporter(s) with respect to any transaction or on any Transaction Confirmation, and Buyer is not required to designate, in advance of the event of Force Majeure, the purchaser(s) of Buyer’s Gas or Buyer’s Transporter(s) with respect to any transaction or on any Transaction Confirmation.”

11.7 Add the following as a new Section 11.7:

“11.7 Without restricting the generality of the foregoing, if an event of Force Majeure occurs, the party affected may, in its sole discretion and without notice to the other party, determine not to make a claim of Force Majeure and to waive its rights hereunder as they would apply to such event. Such determination or waiver shall not preclude the affected party from claiming Force Majeure in respect of any subsequent event, including any event that is substantially similar to the event in respect of which such determination or waiver is made.”

## **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 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, 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.”

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

Any dispute relating to this Agreement shall be resolved by 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:

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. The arbitrator is not empowered to award damages in excess of actual damages, or any other types of damages prohibited by this Agreement, 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 Each party will be deemed to represent to the other party each time a transaction is entered into that: (i) 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; (ii) 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; (iii) 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; (iv) 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; (v) it is capable of assuming, and assumes, the risks of that transaction; and (vi) the other party is not acting as a fiduciary for, or an advisor to, it in respect of that transaction.”
- 15.15 **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE CONTRACT OR ANY TRANSACTION.”**

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

EXPAND ENERGY MARKETING LLC

Signed by: Joel H. Jansen  
 By: \_\_\_\_\_  
 Name: Joel H. Jansen  
 Title: Vice President  
 Date: \_\_\_\_\_

Signed by: Jason Kurtz  
 By: \_\_\_\_\_  
 Name: Jason Kurtz  
 Title: Vice President  
 Date: 4/1/2026 | 8:23:02 AM PDT

DS  
PML

Initial  
BJ