

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

*Electronic* INVESTIGATION OF )  
JURISDICTIONAL STATUS OF EAST )  
KENTUCKY MIDSTREAM, LLC, AND OF )  
ITS COMPLAIANCE WITH KRS CHAPTER )  
278, 807 KAR CHAPTER 005, AND 49 CFR )  
PARTS 191 AND 192 )

Case No.  
2020-00238

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**Response to Attorney General's Initial Data Requests**

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East Kentucky Midstream herewith submits its Response to the Attorney General's Initial Data Requests. A signed certification for this Response appears on the following page. Documents referenced in response to a particular Attorney General data request (1 AG \_\_) have been stamped with identifying numbers beginning with "01-\_\_" and are attached in sequence at the end of the Response.

<b>ID #s, from-to</b>	<b>Title / Description</b>	<b>In response to</b>
0030 – 0056	Redacted purchase agreements	1 AG 05

Respectfully submitted,

*/s/ Kathryn A. Eckert*

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Jason R. Bentley  
[jbentley@mmlk.com](mailto:jbentley@mmlk.com)  
Kathryn A. Eckert  
[keckert@mcbayerfirm.com](mailto:keckert@mcbayerfirm.com)  
MCBRAYER PLLC  
201 East Main Street; Suite 900  
Lexington, KY 40507-1310  
859-231-8780  
fax: 859-960-2917  
*Counsel for East Kentucky Midstream, LLC*

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**Certification**

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This is to certify that I have supervised the preparation of the response to the Attorney General's Initial Request for Information to East Kentucky Midstream on behalf of the corporate respondent and that the responses are true and accurate to the best of my knowledge, information and belief after reasonable inquiry.

DATE: 9-22-22

  
\_\_\_\_\_  
Jack Justice, Member

**Request**

1. Confirm that EKM will not terminate natural gas flows to current ratepayers of Kentucky Frontier Gas, LLC (“Kentucky Frontier”).
- 

**Response**

Yes. EKM has represented to the Commission that it will not terminate natural gas flows to current on-system customers of Kentucky Frontier considered first through the meter. These current ratepayers have in turn timely paid Kentucky Frontier for this gas, and Kentucky Frontier then has timely paid EKM for this gas provided by Kentucky Frontier. The current dispute between Kentucky Frontier and EKM does not focus on natural gas flows to current ratepayers of Kentucky Frontier.

**Request**

2. If EKM cannot confirm that it will altogether refrain from terminating natural gas flows currently directed to ratepayers of Kentucky Frontier in the future, discuss the circumstances which might cause such termination
- 

**Response**

Termination of natural gas flows would only become necessary to enforce the EKM contract with Kentucky Frontier, *e.g.*, if Kentucky Frontier refused to pay EKM for the natural gas flows to its current ratepayers.

### **Request**

3. Identify all state and federal regulatory bodies that exercise oversight and/or jurisdiction over EKM and its operations. This inquiry does not call for a legal conclusion, but simply calls for identification of regulators who have asserted current jurisdiction over EKM or to which EKM has submitted to the jurisdiction of those regulators.
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### **Response**

Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Kentucky Public Service Commission.<sup>1</sup>

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<sup>1</sup> Nothing in this response should be construed as an admission of EKM's jurisdictional status as a utility pursuant to KRS 278.040 or any other admission or legal conclusion.

**Request**

4. Discuss the holdings of EKM. Specifically, are EKM's holdings limited to the assets of the former Jefferson Gas, LLC ("Jefferson Gas")? Include in your discussion any holdings located outside of the Commonwealth of Kentucky.
- 

**Response**

Yes, EKM's sole assets are the assets of the former Jefferson Gas. EKM does not have any holdings outside of the Commonwealth of Kentucky.

**Request**

5. Provide copies of all contracts and agreements affecting the sale and transfer of Jefferson Gas and/or its assets to EKM.
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**Response**

Please see the purchase agreements produced as redacted 01-0030 through 01-0056. A concurrently filed Motion for Confidential Treatment has been filed with the redacted documents provided under seal.

**Request**

6. Confirm that EKM is the only supplier of natural gas available to the former customers of Public Gas who are now served by Kentucky Frontier.
- 

**Response**

To the best of EKM's knowledge, EKM is currently the only natural gas pipeline supplier to Kentucky Frontier but may not be the only natural gas supplier. The President of Kentucky Frontier had a past conversation with EKM stating that Kentucky Frontier was considering tanker trucks filled with compressed natural gas as a means of supply diversity.

Other options for gas supply include a SNG/air mix system which essentially manufactures synthetic natural gas by mixing vaporized propane with air and has a history of being used as a supplement or replacement for natural gas.



**Request**

7. If other pipelines are available to serve the former customers of Public Gas who are now served by Kentucky Frontier, please identify those pipelines and the ownership of those pipelines.
- 

**Response**

While EKM is not aware of any other pipelines connected to former Public Gas customers, there are interstate pipelines in Eastern Kentucky that Kentucky Frontier could connect to for gas supply, along with wells and pipelines operated by local oil and gas producers in close proximity to Kentucky Frontier's customers.

**Request**

8. From January 1, 2015 until today, identify the source(s) of the natural gas that has been supplied to the former customers of Public Gas who are now served by Kentucky Frontier. Specifically, identify.
- a. the seller of the gas;
  - b. the physical location where that natural gas entered the gathering/pipeline system, and the pipelines over which it was transported;
  - c. the amount of natural gas supplied;
  - d. any sums Jefferson Gas, and/or its successor EKM paid for procuring this gas;
  - e. the prices Jefferson Gas and/or its successor EKM charged to Public Gas for this gas, for each month since January 1, 2015; and
  - f. any transportation costs charged by Jefferson Gas, and/or EKM, to Public Gas.
- If it is impossible to identify the physical location where the natural gas entered the gathering/pipeline system, identify where it entered EKM’s system from another transmission line and identify whether that transmission line is an interstate transmission line.

**Response**

EKM is only able to provide information for 1 AG 08 (a) thru (f) from the dates of acquisition by EKM to the present.

- a. Please see the responses to 1 PSC 01(b), (h) and 1 PSC 04.
- b. Please see the responses to 1 PSC 01 (diagram 01-0009) and the response to 1 AG 08(a) above.
- c.

**Natural Gas Producer Purchases - East Kentucky Midstream**

<u>Meter No.</u>	<u>Producer</u>	<u>Total Volume (Mcf)</u>	<u>Total Total (\$)</u>
A165	Apex Gas LLC	14	22
A166	Apex Gas LLC #2	0	0
A167	Apex Gas LLC #3 County Line	0	0
A222	Resources	0	0
A550	Arnett Acres	4,419	12,736
B390	Burning Fork LLC	3,620	9,308

C159	Primrose Oil LLC	35,477	97,675
C180	HTC Gas Company	36,262	107,430
C540	C&P Energy Troublesome Creek	34,533	99,852
K117	Gas	95,452	252,761
K200	Quality Natural Gas	6,750	20,175
K390	Ky River Energy, LLC Lakeview Gathering	5,960	19,083
L300	System MBM Production,	16,524	23,598
M350	LLC	40,612	133,986
M355	Middle Fork Gas	883	1,215
N165	Diversified Energy	23,784	70,911
N250	Spirit Energy	25,132	79,571
ROY100	Thealka Gas	6,414	19,286
ROY17	Mary Anne Johnson	3,535	10,985
Roy18	Richard Parks	7,621	21,286
Roy 80	Tackett & Sons	54,828	156,784
Roy 90	Lawrence County Gas	42,907	129,651
ROY 92	Levi Oil & Gas	6,627	19,935
Roy97	Roberts Resources Troublesome Creek	6,269	18,511
T200	Gas	40,932	116,340
S285	Stinson Creek LLC	19,177	59,520
H252	Hays Exploration	7,926	28,978
H185	Hard Rock Energy	1,097	3,067
		0	0
		526,755	1,512,666
		526,755	1,512,666
	<b>Dth Conversion</b>	526,755	1,512,666
	Btu Factor                      1.11837	589,107	

**Natural Gas Purchases From  
 Southern Energy - East  
 Kentucky Midstream**

<u>Total</u>	<u>Total</u>
<u>Volume (Dth)</u>	<u>Total (\$)</u>
430,940	1,271,849

d. See response to 1 AG 08 (c).

e.

**Customer Sales Volumes & Total Dollars - East Kentucky Midstream**

	KY Frontier Gas (On-system Customers)		KY Frontier Gas (TCO Meters – Means & Van Lear)	
	Volume (Dth)	Total (\$)	Volume (Dth)	Total (\$)
March 2021	0	0	0	0
April 2021	12,005	95,076	0	0
May 2021	3,758	34,193	0	0
June 2021	2,684	24,661	0	0
July 2021	2,378	23,127	0	0
August 2021	1,969	19,591	0	0
September 2021	2,309	24,112	0	0
October 2021	3,497	41,142	8,842	55,225
November 2021	16,538	208,825	0	0
December 2021	15,817	188,557	0	0
January 2022	25,549	259,936	0	0
February 2022	19,150	245,020	0	0
March 2022	14,453	161,125	0	0
April 2022	9,374	102,510.87	2,094	13,079
May 2022	2,878	37,755.75	12,804	79,971
June 2022	2,368	35,203.28	16,863	105,394
July 2022	1,732	21,055	18,377	114,856
Total	136,459	1,521,892	58,980	368,525

	Volume (Dth)	Total (\$)
KY Frontier Gas (On-system Customers)	136,459	1,521,892
KY Frontier Gas (TCO Meters-Means & Van Lear)	58,980	368,525
Total:	195,439	1,890,417

f. EKM’s contract with Kentucky Frontier for gas supply (including supply for the former Public Gas customers) includes a Transport Fee that is for all customers of Kentucky Frontier, but is not broken down by transportation costs.

- Locally Produced Gas: First of the Month – TCO Appalachian Index + \$5.75/Dth  
Transport Fee + 12% LAUF
- Interstate Gas from TCO (Delivered via TCO at Means Station): Variable Rate  
from Third Party Marketer (at exact cost) + \$5.75/Dth Transport Fee + 12%  
LAUF

**Request**

9. For all gas supplied to the former customers of Public Gas who are now served by Kentucky Frontier, for the years 2015 through 2022, calculate for each year the annual percentage of natural gas that was produced locally and entered directly into the lines of EKM and the annual percentage of natural gas that was purchased and/or obtained through a transaction with a natural gas wholesaler.

**Response**

EKM is only able to provide information from the dates of acquisition by EKM to the present. Gas deliveries to Columbia Gas Transmission (TCO) Van Lear meter started on April 1, 2022 to present.

**KENTUCKY FRONTIER - SUPPLIES (Locally Produced vs. Interstate Gas)**

<b>Dates</b>	<b>Frontier Gas Demand (Dth)</b>	<b>Percentage Local Gas Allocated to Frontier Gas (Dth)</b>	<b>Local Gas Volume Allocated To Frontier Gas (Dth)</b>	<b>Percentage Interstate Gas Allocated to Frontier Gas (Dth)</b>	<b>Interstate Gas Volume Allocated To Frontier Gas (Dth)</b>	<b>Frontier Gas Demand (Dth)</b>
22-Jul	1,732	100%	1,732	0	0	1,732
22-Jun	2,368	100%	2,368	0	0	2,368
22-May	2,878	100%	2,878	0	0	2,878
22-Apr	9,374	100%	9,374	0	0	9,374
22-Mar	14,453	51%	7,435	49%	7,018	14,453
22-Feb	19,150	51%	9,731	49%	9,419	19,150
22-Jan	25,549	62%	15,874	38%	9,675	25,549
21-Dec	15,817	53%	8,428	47%	7,389	15,817
21-Nov	16,538	47%	7,816	53%	8,722	16,538
21-Oct	3,497	21%	719	79%	2,778	3,497
21-Sep	2,309	15%	350	85%	1,959	2,309
21-Aug	1,969	27%	534	73%	1,435	1,969
21-Jul	2,378	25%	598	75%	1,780	2,378
21-Jun	2,684	27%	735	73%	1,949	2,684
21-May	3,758	30%	1,120	70%	2,638	3,758

**Request**

10. For all gas supplied to the former customers of Public Gas who are now served by Kentucky Frontier, for the years 2015 through 2022 and that was purchased and/or obtained through a transaction with a natural gas wholesaler, identify the annual percentage that passed from interstate transmission pipelines.
- 

**Response**

Please see the information provided in response to 1 AG 09.

## Request

11. Identify all customers supplied by EKM through Kentucky Frontier that were Jefferson Gas “farm tap” customers. For those customers, identify:
- a. The location of the customer;
  - b. Identify the type of EKM line to which that customer is connected, including size and material;
  - c. Identify whether the EKM line to which that customer is connected also connects to a producer of natural gas;
  - d. Identify whether the EKM line to which that customer is connected serves as a necessary connection between a natural gas producer and a EKM transmission line;
  - e. Identify whether the customer is served by a distribution line that connects with a transmission line;
  - f. Indicate whether multiple customers are served by that same distribution line;
  - g. Identify whether the customer paid for the construction, installation, equipment, and pipelines necessary to facilitate the service; and
  - h. Identify whether EKM has serviced those lines in any way since its ownership commenced.
- 

## Response

None. Former Public Gas/current Kentucky Frontier farm tap customers tap into lines of the Kentucky Frontier system and EKM therefore does not have the requested information because these customers would not be directly supplied by EKM<sup>1</sup>.

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<sup>1</sup> It appears that this Request references the former customers of Public Gas as reference in the previous Requests. In 2012, the Commission approved the sale of Public Gas Company, Inc. (owned by Jefferson Gas d/b/a Kentucky Energy Development LLC) to Gas Natural Inc. (Case No. 2012-00029); Gas Natural Inc. eventually sold Public Gas to Kentucky Frontier. EKM acquired Jefferson Gas assets in 2021 that would not include the above-mentioned customers.



**Request**

12. Identify whether any pipeline in the EKM system is not regulated for safety. If so, identify those pipeline(s):

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**Response**

There are no pipelines in the EKM system that are not regulated for safety.

**Request**

13. Identify whether any pipeline in the EKM system is regulated by FERC as to rates. If so, identify the line and provide the citation to the relevant FERC tariff, and a copy of that tariff.
- 

**Response**

No pipeline in the EKM system is regulated by FERC as to rates.

**Request**

14. Explain whether EKM sells, transports or furnishes gas to members of the public, whether on a wholesale or retail basis, including Columbia Gas. If so, provide monthly volumes sold since EKM acquired Jefferson Gas.
- 

**Response**

Please see the following monthly volumes sold since EKM acquired Jefferson Gas.

KY Frontier Gas (On-system Customers)

March 2021	0
April 2021	12,005
May 2021	3,758
June 2021	2,684
July 2021	2,378
August 2021	1,969
September 2021	2,309
October 2021	3,497
November 2021	16,538
December 2021	15,817
January 2022	25,549
February 2022	19,150
March 2022	14,453
April 2022	9,374
May 2022	2,878

June 2022 2,368

July 2022 1,732

KY Frontier Gas (TCO Meters -Means & Van Lear)

October 2021 8,842

April 2022 2,094

May 2022 12,804

June 2022 16,863

July 2022 18377

East Kentucky Midstream Farm Taps

March 2021 0

April 2021 0

May 2021 721

June 2021 667

July 2021 400

August 2021 396

September 2021 481

October 2021 612

November 2021 3,340

December 2021 3,440

January 2022	4,769
February 2022	8,978
March 2022	4,769
April 2022	4,231
May 2022	1,168
June 2022	1,058
July 2022	600

West Liberty (Municipal)

March 2021	0
April 2021	2,713
May 2021	1,295
June 2021	816
July 2021	602
August 2021	630
September 2021	989
October 2021	1,162
November 2021	4,185
December 2021	3,541
January 2022	5,861
February 2022	5,803

March 2022	4,010
April 2022	2423
May 2022	878
June 2022	617
July 2022	669

West Liberty (Prison)

March 2021	0
April 2021	3,018
May 2021	2,887
June 2021	2,112
July 2021	1,989
August 2021	2,123
September 2021	2,091
October 2021	2,157
November 2021	3,817
December 2021	3,898
January 2022	5,645
February 2022	4,620
March 2022	3,268
April 2022	2,088

May 2022	1,775
June 2022	1,475
July 2022	1,227

**Request**

15. Refer to the Kentucky Frontier petition, pp. 6-7. Explain whether EKM agrees that it has approximately 200 additional miles of pipeline not reported in the PHMSA report attached as “Exhibit A” to Kentucky Frontier’s petition.
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**Response**

While EKM was not supplied “Exhibit A” as this was filed under seal, the representation made by Kentucky Frontier in its petition was that Exhibit A was a marketing brochure, not a PHMSA report. Upon information and belief, the marketing brochure at issue was created by a third party and used generic terminology, rather than industry specific terminology, to describe the system while encouraging acquisition of the system by other parties. When reviewing the brochure in full, the numbers identified above in fact discuss rights of way and not actual pipeline assets. The numbers reported to PHMSA therefore remain accurate in their description of the EKM system.



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JEFFERSON GAS  
TO  
EAST KENTUCKY MIDSTREAM  
ASSET SALE AND PURCHASE AGREEMENT  
A – 4 and A – 5

## ASSET SALE AND PURCHASE AGREEMENT

This ASSET SALE AND PURCHASE AGREEMENT (this "Agreement") of certain assets described below is made and entered into as of the 8th day of January, 2021 ("Effective Date"), by and between **Jefferson Gas, LLC**, a Kentucky limited liability company, with an address of P.O. 35, Winchester, KY 40392 ("ASSIGNOR"), and **East Kentucky Midstream, LLC**, a Kentucky limited liability company, with an address of P.O. Box 1666, Salyersville, KY 41465 ("ASSIGNEE").

### WITNESSETH:

**WHEREAS**, ASSIGNOR owns certain Rights-of-Way, Pipelines and Surface Leases located in Lawrence and Boyd Counties, Kentucky as more fully described in **EXHIBIT A**, attached hereto and incorporated herein as a part of this Agreement ("A4/A5 Assets"); and

**WHEREAS**, ASSIGNEE desires to acquire and own said A4/A5 Assets, and have the same assigned to it;

**NOW THEREFORE**, ASSIGNOR for [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, QUITCLAIM, BARGAIN, SELL, CONVEY, and ASSIGN unto ASSIGNEE all of ASSIGNOR'S right, title, interests and claim in and to said A4/A5 Assets, including all pipelines, equipment attached to pipelines and any and all documents in ASSIGNOR'S possession which relate to said A4/A5 Assets being assigned. This assignment shall be made effective on the "Effective Date" stated above.

ASSIGNOR and ASSIGNEE further agree and covenant as follows:

1. ASSIGNOR hereby grants, quitclaims, bargains, sells, conveys and assigns to ASSIGNEE, all of the ASSIGNOR'S right, title, interest and claim in said A4/A5 Assets.
2. In consideration of the sale, transfer, conveyance, assignment and delivery of said A4/A5 Assets By ASSIGNOR to ASSIGNEE, ASSIGNEE will pay to ASSIGNOR the purchase price for said A4/A5 Assets which is [REDACTED]
3. ASSIGNOR makes no warranty of title as to said A4/A5 Assets that are being assigned. ASSIGNEE hereby acknowledges and states that ASSIGNEE has been given the opportunity to review the book & records and land files of ASSIGNOR to determine the validity and title of ASSIGNORS' ownership of said A4/A5 Assets.
4. THIS AGREEMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, PIPELINE EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE IN ITS "WHERE IS, AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, AS TO MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY,

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COMPLIANCE WITH LAWS AND REGULATIONS AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

5. The intent of this Agreement is for the ASSIGNOR to grant, quitclaim, bargain, sell convey and assign unto ASSIGNEE the entire pipeline system of the ASSIGNOR, together with all its appurtenances and all other property owned by ASSIGNOR within, Lawrence and Boyd Counties Kentucky. Each of the parties hereto agree to execute and deliver all additional instruments, agreements and other documents as may be necessary or appropriate to effectuate fully the terms and conditions hereto, including, but not limited to such other additional instruments, agreements and other documents as may be necessary to correct or more fully describe and identify the properties and interests herein intended to be assigned and conveyed by this Agreement.
6. All real estate taxes, personal property taxes, lease payments and prepaid utility charges or assessments on said A4/A5 Assets shall be prorated between ASSIGNOR and ASSIGNEE as of the Effective Date on the basis of the most recently available bills with a post-closing adjustment within thirty (30) days after receipt of the actual tax bill for the year 2020. From and after the Effective Date, ASSIGNEE shall be fully liable for and pay all taxes, lease payments, utility charges, assessments and other expenses relating to said A4/A5 Assets conveyed hereunder. ASSIGNOR shall be responsible for any taxes, utility charges, or other assessments related to said A4/A5 Assets that shall have accrued, but have not been billed prior to the Effective Date. ASSIGNOR shall be liable for the real estate taxes, personal property taxes, lease payments and prepaid utility charges or assessment on said A4/A5 Assets listed on **EXHIBIT B**, attached hereto and incorporated herein as a part of this Agreement. Some items listed on **EXHIBIT B** are estimates based upon payments made in Calendar Year 2020. Payment of these estimates by ASSIGNOR shall suffice the requirements of this paragraph.
7. This Agreement is intended by the parties as the final, complete and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understanding between the parties relating to its subject matter. No amendment, modification or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by both parties. Nothing in this Agreement shall be binding upon either party until this Agreement has been executed and delivered by both parties by their duly authorized representatives.
8. If any provision of this Agreement, or the application of any such provision to any person or in any circumstance is held invalid, the application of such provision to any other person or in any circumstances, and the remainder of this Agreement, shall not be affected thereby and shall remain in full effect.
9. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky and both parties consent to the exclusive jurisdiction of the Fayette County Circuit Court of Kentucky.

10. This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, executives, administrators, and assigns.

IN TESTIMONY WHEREOF, the parties hereto have caused this Assignment to be duly executed on this 8<sup>th</sup> day of January, 2021.

ASSIGNOR: *Gene Mapes, Jr.*  
Gene Mapes, Jr. – Managing Member  
Jefferson Gas, LLC

ASSIGNEE: *Jack Justus*  
Jack Justus – Managing Member  
East Kentucky Midstream, LLC

STATE OF OHIO

COUNTY OF HAMILTON

I, the undersigned Notary Public in and for the above County and State, certify that the foregoing Asset Sale and Purchase Agreement was produced before me and signed, acknowledged and delivered on this 8 day of January, 2021, by Gene Mapes, Jr., of Jefferson Gas, LLC, a limited liability company, on behalf of the company.



JEREMY BLAIR  
Notary Public, State of Ohio  
My Commission Expires:  
05/18/2025

*Jeremy Blair*  
NOTARY PUBLIC

My commission expires: May 18, 2025

STATE OF KENTUCKY

COUNTY OF *Martin*

I, the undersigned Notary Public in and for the above County and State, certify that the foregoing Asset Sale and Purchase Agreement was produced before me and signed, acknowledged and delivered on this 11 day of January, 2021, by Jack Justus, of East Kentucky Midstream, LLC, a limited liability company, on behalf of the company.

*Darbi Llewellyn*  
NOTARY PUBLIC

My commission expires: July 3, 2022

## EXHIBIT A

A LINE  
LAWRENCE COUNTY, KENTUCKY  
A - 4

GRANTOR	AGREEMENT DATE	VOLUME	PAGE	COUNTY	LINE NO.
Stafford, W. H.	11/24/1902	37	265	LAWRENCE	127-0770
Preston, Harry	11/24/1902	37	264	LAWRENCE	127-0769
Preston, L. M. & A.	11/22/1902	37	262	LAWRENCE	127-0768
Mead, Nathan	11/24/1902	37	268	LAWRENCE	127-0767
Preston, Robert	11/22/1902	37	256	LAWRENCE	127-0766
Stacy, Blaine & Mary J.	11/24/1902, 2/23/1903	37	255	LAWRENCE	127-0765
Maynard, H. H.	4/1/1903	39	358	LAWRENCE	127-0764
Borders, Grant	11/22/1902	37	253	LAWRENCE	127-0763
Dale, A. F.	11/22/1902	37	252	LAWRENCE	127-0762
Vaughn, Samuel	6/6/1903	39	367	LAWRENCE	127-0761
Daniels, Lafe	11/22/1902	37	251	LAWRENCE	127-0760
Harkins, Walter S. & Josephine	5/10/1918	63	456	LAWRENCE	127-0759
Vaughn, Lyman	11/22/1902, 5/27/1918	37, 63	250, 452	LAWRENCE	127-0758
Hibbard, John L.	7/15/1918	63	550	LAWRENCE	127-0757
Peach Orchard Coal Co.	5/22/1903	37	308	LAWRENCE	127-0756
Lexington & Big Sandy Rwy Co.	3/28/1903	N/R		LAWRENCE	127-0755
Perry, J. W.	11/21/1902	37	290	LAWRENCE	127-0754
Hammond, John	11/21/1902	37	288	LAWRENCE	127-0753
Hammond, Garred	11/21/1902	37	286	LAWRENCE	127-0752
Maynard, Allen	11/21/1902	37	284	LAWRENCE	127-0751
Hammond, Frank	11/21/1902, 1/6/1903	37	294, 296	LAWRENCE	127-0750
Hall, J. W.	1/28/1903	37	292	LAWRENCE	127-0749
Maynard, Dan	11/21/1902	37	298	LAWRENCE	127-0748
Branham, D. D.	1/7/1903, 8/12/1903	37	302, 282	LAWRENCE	127-0747
Ratcliffe, Roscoe & Jennie	1/6/1903	37	280	LAWRENCE	127-0746
Branham, Millard	11/21/1902, 12/29/1903	37, 39	300, 360	LAWRENCE	127-0745
Derifield, W. C.	11/22/1902	37	306	LAWRENCE	127-0744
Branham, U. S. & Henrietta	2/22/1918	63	323	LAWRENCE	127-0743
Maynard, Sam & Sallie	1/2/1926	78	147	LAWRENCE	127-0742
Wallace, Eugene	1/5/1903, 4/14/1947	37	304	LAWRENCE	127-0741
Maynard, Lark	1/6/1903	37	276	LAWRENCE	127-0740
Maynard, Wm.	1/6/1903	37	278	LAWRENCE	127-0739
Frazier, Mart & Mary	1/4/1926	78	148	LAWRENCE	127-0738
Maynard, Manervy	1/6/1903	37	274	LAWRENCE	127-0737
Maynard, Hampton	1/6/1903	37	246	LAWRENCE	127-0736
Maynard, Sam	1/10/1903	37	273	LAWRENCE	127-0735
McReynolds, George & Lizzie	11/19/1902, 7/27/1957	37, 128	244, 453	LAWRENCE	127-0734
Derifield, O. B. & Martha	7/27/1957	128	452	LAWRENCE	127-0733
Frasher, W. D. & Sarah E.	10/13/1917	63	324	LAWRENCE	127-0731



EXHIBIT B

ESTIMATED PAYABLES – YEAR 2020

Vendor	Account#	Description	Estimated Amount Due
KY Power (electric)	036-509-887-0-6	652 Austin Branch Rd. Louisa	
KY Power (electric)	032-012-772-2-9	Big Laurel Louisa	
KY Power (electric)	031-442-215-4-0	Rhubens Branch Louisa	
KY Power (electric)	032-520-453-0-1	Austin Branch Rd. Louisa #2	
Boyd Co. Sheriff		Franchise Tax (property tax)	
Lawrence Co. Sheriff		Franchise Tax (property tax)	
<b>Total Estimated Amount Due for Remainder of YEAR 2020:</b>			

## BILL OF SALE

This BILL OF SALE, made as of the 1<sup>st</sup> day of March, 2021, by and between **Jefferson Gas, LLC**, a Kentucky limited liability company, with an address of P.O. 35, Winchester, KY 40392 (ASSIGNOR), and **East Kentucky Midstream, LLC**, a Kentucky limited liability company, with an address of P.O. Box 1666, Salyersville, KY 41465 (ASSIGNEE).

### WITNESSETH:

1. ASSIGNOR, for and in consideration of [REDACTED] and other good and valuable consideration hereby sells, assigns, conveys and delivers to ASSIGNEE, its successors and assigns, certain Rights-of-Way, Pipelines and Surface Leases, including equipment attached to pipelines and any and all documents in ASSIGNOR'S possession which relate to said pipelines being assigned located in various Counties of Kentucky as more fully described in **EXHIBIT A-1** through **EXHIBIT A-18**, attached hereto and incorporated herein as a part of this Agreement (Pipeline Assets); and

2. ASSIGNOR, for and in consideration of [REDACTED] and other good and valuable consideration hereby sells, assigns, conveys and delivers to ASSIGNEE, its successors and assigns, certain Ancillary Assets and Equipment as more fully described in **EXHIBIT B**, attached hereto and incorporated herein as a part of this Agreement (Ancillary Assets & Equipment); and

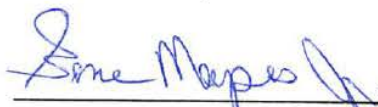
3. THIS AGREEMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL RIGHTS-OF-WAY, EASEMENTS, SURFACE LEASES, PIPELINES, PERSONAL PROPERTY, MACHINERY, FIXTURES, PIPELINE EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE IN ITS "WHERE IS, AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, AS TO MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, COMPLIANCE WITH LAWS AND REGULATIONS AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

4. WHEREAS, ASSIGNEE desires to acquire and own said Pipeline Assets and Ancillary Assets & Equipment, and have the same assigned to it. This Bill of Sale is being entered into pursuant to an Asset Sale and Purchase Agreement dated March 1, 2021, between ASSIGNOR and ASSIGNEE.


NOW THEREFORE, for the purchase price of [REDACTED] [REDACTED] ASSIGNOR does hereby sell and convey all ownership rights in the property described in the Asset Sale and Purchase Agreement dated March 1, 2021, and ASSIGNEE assumes all ownership rights in the property described in the Asset Sale and Purchase Agreement dated March 1, 2021.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Bill of Sale as of the date first written above and shall be made effective on the 1<sup>st</sup> day of March, 2021.

**ASSIGNOR:**  
JEFFERSON GAS, LLC

  
Gene Mapes, Jr – Managing Member

**ASSIGNEE:**  
EAST KENTUCKY MIDSTREAM, LLC

  
Jack Justice – Managing Member

**JEFFERSON GAS, LLC**  
**MISCELLANEOUS**  
**Bath County, Kentucky**

---

GRANTOR	INSTRUMENT DATE	VOLUME	PAGE	COUNTY	LINE NAME	LINE NO.
AOTCO TO AOI	9/30/1989	165	158	Bath	Ashl-Misc	011-1529
Carpenter, Jack & Alva	5/17/1945	1	178	Bath	Ashl-Misc	011-1529
Carpenter, Paul & Pearl	12/8/1959	118	343	Bath	Ashl-Misc	011-1529
Jones, Cora & Jesse	5/12/1945	1	179	Bath	Ashl-Misc	011-1529
Jones, Winford & Sylvia	5/12/1945	1	177	Bath	Ashl-Misc	011-1529
McFarland, R. T. & Mary	12/28/1959	118	345	Bath	Ashl-Misc	011-1529



**JEFFERSON GAS, LLC  
C - LINE  
Breathitt County, Kentucky**

GRANTOR	INSTRUMENT DATE	VOLUME	PAGE	COUNTY	LINE NAME	LINE NO.
Sewell, John B. & Mallie	12/28/1965	118	376	Breathitt	C-Line	025-0065
Graham, Tim	7/15/1968	118	373	Breathitt	C-Line	025-0066
Litteral, J.M. & Bessie E.	7/15/1968	118	372	Breathitt	C-Line	025-0067
Hurst, June	7/12/1968	118	367	Breathitt	C-Line	025-0068
Banks, James P. & Goldie	7/19/1968	118	356	Breathitt	C-Line	025-0069
Smith, Langley & Grace	7/12/1968	118	371	Breathitt	C-Line	025-0070(a)
Graham, Amos & Geneva	7/12/1968	118	366	Breathitt	C-Line	025-0070(b)
Young, Rosa L.	7/1/1968	118	382	Breathitt	C-Line	025-0071
Neace, Ben & Elvira	7/2/1968	118	377	Breathitt	C-Line	025-0072
Tester, W. E. & Helen	7/12/1968	118	381	Breathitt	C-Line	025-0073
McGuire, Russell	7/12/1968	118	375	Breathitt	C-Line	025-0074(a)
Cope, Louise	8/2/1968	118	355	Breathitt	C-Line	025-0074(b)

**JEFFERSON GAS, LLC  
C - LINE  
Breathitt County, Kentucky**

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Adkins, Olive	10/23/1992	26	575	Breathitt	C-Misc	025-MISC
Allen, Edgar, Jr., & Pauline	10/4/1995	179	79	Breathitt	C-Misc	025-MISC
Amerine, J. Bryan & Marianne G	7/6/1994	Not Recorded		Breathitt	C-Misc	025-MISC
Amspough, Kenneth & Faith	8/22/1997	Not Recorded		Breathitt	C-Misc	025-MISC
Armstrong, George & Wanda	3/29/1963	121	24	Breathitt	C-Misc	025-MISC
Arnett, Marvin & Betty	1/16/1995	Not Recorded		Breathitt	C-Misc	025-MISC
Ballard, Claude & Alice	(ROW Missing)	137	754	Breathitt	C-Misc	025-MISC
Barnett, Ivan & Dolly	3/12/1996	179	765	Breathitt	C-Misc	025-MISC
Blanton, Hattie	12/3/1965	138	72	Breathitt	C-Misc	025-MISC
Blanton, Hattie & Blaine	10/3/1949	113	463	Breathitt	C-Misc	025-MISC
Brewer, Forest & Orpha	12/4/1965	138	76	Breathitt	C-Misc	025-MISC
Bryant, David	2/14/1994	Misc 28	142	Breathitt	C-Misc	025-MISC
Bryant, Forrest & Stella	12/12/1996	182	53	Breathitt	C-Misc	025-MISC
Bryant, Forrest & Stella	2/7/1194	Misc 28	107	Breathitt	C-Misc	025-MISC
Bryant, John	2/7/1994	Misc 28	97	Breathitt	C-Misc	025-MISC
Bryant, John	6/30/1992	Misc 26	207	Breathitt	C-Misc	025-MISC
Butler, James & Bonnie	10/18/1993	Misc 27	583	Breathitt	C-Misc	025-MISC
Butler, James & Bonnie	10/5/1992	Misc 26	443	Breathitt	C-Misc	025-MISC
C. D. & G. Development Compar	4/13/1993	171	400	Breathitt	C-Misc	025-MISC
Caucill, Aaron Mark	10/26/1992	Not Recorded		Breathitt	C-Misc	025-MISC
Caucill, Dean & A. C.	11/5/1994	Not Recorded		Breathitt	C-Misc	025-MISC

**JEFFERSON GAS, LLC**  
**C - LINE**  
**Breathitt County, Kentucky**

GRANTOR	INSTRUMENT DATE	VOLUME	PAGE	COUNTY	LINE NAME	LINE NO.
Caucill, Margie & Oak	10/25/1994	Not Recorded		Breathitt	C-Misc	025-MISC
Charles R. Rudolph to Holly Cree	1/6/1972	LB 7	773	Breathitt	C-Misc	025-0028
Citizens Bank & Trust	4/4/1992	Not Recorded		Breathitt	C-Misc	025-MISC
Cockerham, Michael & Paula	10/27/1994	175	763	Breathitt	C-Misc	025-MISC
East Kentucky Paving Corporatio	10/24/1986	156	154	Breathitt	C-Misc	025-MISC
Combs, Berry, Jr., & Jean Irene	6/6/1995	178	35	Breathitt	C-Misc	025-MISC
Combs, Edward & Mary	12/9/1994	175	510	Breathitt	C-Misc	025-MISC
Combs, Jesse & Emma	12/6/1996	182	58	Breathitt	C-Misc	025-MISC
Conner, Paul & Brenda	4/26/1998	186	485	Breathitt	C-Misc	025-MISC
Conner, Wilgus & Barbara	9/21/1993	Misc 27	594	Breathitt	C-Misc	025-MISC
Cornett, Robert H.	9/8/1988	Not Recorded		Breathitt	C-Misc	025-MISC
Cundiff, Eliza	8/9/1990	Misc 24	535	Breathitt	C-Misc	025-MISC
Cundiff, Theo & Ollie	9/19/1987	158	306	Breathitt	C-Misc	025-MISC
Day Sisters Trust	11/14/1994	176	52	Breathitt	C-Misc	025-MISC
Derrickson, Charles M. & Lena	8/4/1994	175	188	Breathitt	C-Misc	025-MISC
East Kentucky Paving Corporatio	10/24/1986	156	154	Breathitt	C-Misc	025-MISC
Feltner, Robert	5/10/1990	Not Recorded		Breathitt	C-Misc	025-MISC
Finley, Fred & Brenda	10/20/1998	188	332	Breathitt	C-Misc	025-MISC
Fletcher, Luther & Wanda	7/15/1968	118	369	Breathitt	C-Misc	025-0011
Fugate, Jerry & Edna	12/3/1965	138	78	Breathitt	C-Misc	025-MISC
Gibbs, Richard D., Jr. & Betty	6/19/1995	178	121	Breathitt	C-Misc	025-MISC
Gross, Alex D. & Polly	1/14/1997	182	565	Breathitt	C-Misc	025-MISC
Gross, Floyd P. & Laura	7/14/1997	184	18	Breathitt	C-Misc	025-MISC
Gross, James H. & Shirley	1/14/1997	182	540	Breathitt	C-Misc	025-MISC
Gross, Susie, Widow	6/1/1983	148	322	Breathitt	C-Misc	025MISC
Halvaksz, Jamon	6/28/1990	Misc 24	532	Breathitt	C-Misc	025-MISC
Hammons, Ruth & Bob	11/3/1994	Not Recorded		Breathitt	C-Misc	025-MISC
Haney, Glenn & Mary	9/26/1992	Misc 26	440	Breathitt	C-Misc	025-MISC
Hay, James & Gloria		Not Recorded		Breathitt	C-Misc	025-MISC
Hayes, Phil & Shirley	10/14/1992	Misc 26	434	Breathitt	C-Misc	025-MISC
Hays, Philip & Faye	9/27/1993	Not Recorded		Breathitt	C-Misc	025-MISC
Henson, Elizabeth	8/1/2001	199	148	Breathitt	C-Misc	025-MISC
Henson, George & Martha	12/3/1965	138	66	Breathitt	C-Misc	025-MISC
Holbrook, Jewell & Ralph	7/20/1968	118	368	Breathitt	C-Misc	025-0012
Holbrook, Leonidas & Dora	7/22/1982	LB 17	29	Breathitt	C-Misc	025-MISC
Hollon, Hubert & Carol	4/24/1998	186	497	Breathitt	C-Misc	025-MISC
Hollon, Ike & Debbie	4/26/1998	186	493	Breathitt	C-Misc	025-MISC

JEFFERSON GAS, LLC  
ANCILLARY ASSETS & EQUIPMENT

1. Ancillary Assets

- a. Columbia Gas Transmission - Meters
  - i. South Means, Montgomery County (Receipt & Delivery Meter)(3" tap)
  - ii. Van Lear, Johnson County (Receipt Meter/Application made for Delivery Meter)(6" tap)
- b. Pipeline Taps on Columbia Gas Transmission
  - i. Jude #2, Lawrence County (2" tap)
  - ii. Fanin (aka "Jude #3"), Lawrence County (3" tap)
- c. Compressors
  - i. Frozen Creek, Breathitt County....Make/Model – Ajax DPC-140
  - ii. Hazel Green, Wolfe County....Make/Model - Ajax DPC-280
  - iii. South Means, Menifee County....Make/Model – Ajax DPC-180
- d. Dehydration Unit
  - i. Hazel Green, Wolfe County...Make – Natco

2. Equipment

- a. 1998 Case dozer 5,978hrs
- b. 1998 Case 580k backhoe 4,878hrs
- c. 2004 John Deere 27D excavator 3,471hrs
- d. Small excavator trailer
- e. 1997 Cat excavator 2,278hrs
- f. 1981 Mega arc welder 1,889hrs
- g. 1995 Hobart champion welder 1,241hrs
- h. 1981 White Volvo tractor/trailer
- i. 1964 air compressor
- j. Pipe wagon
- k. 2010 Ditch Witch trencher (small walk behind) 848hrs
- l. Office Furniture
- m. Miscellaneous Tools

Exhibit  
B  
Bos (iv)

**EXHIBIT B****3. Vehicles**

<b>Year</b>	<b>License</b>	<b>Make/Model</b>	<b>VIN #</b>
1957	007207	Phelan Trailer	2403995
1969	007206	Freuhaus Trailer Low Boy (Silver)	PBF240FWK553936
1981		Ford Service Truck (F7000)	U80UVJG9500
1984	223672	White Tractor	1WUABCMD7EN066836
1999	038WWH	Ford Ranger	1FTZR15X7XTA00160
2000	425602	Chevy 2500	1GCGK24R3YR201928
2003	374VTL	GMC Sierra	1GTHK29193E336614
2004	698386	Dodge Ram 2500	1D7KU28D44J186437
2004	325XTL	Dodge 1500	1D7HU16N74J217163
2008	843RPM	Chevy Silverado	2CGEK19J581299406
2009	500236	C-Trail Flatbed Trailer	1L9BU20259D201371
2009	842RPM	Chevy Silverado	1GCEK29089Z185499
2011	870079	Chevy 1500	1GCRKPEA2BZ296665
2015	870078	Dodge Ram	1C6RR7GT9FS594016

## ASSET SALE AND PURCHASE AGREEMENT

This ASSET SALE AND PURCHASE AGREEMENT (this "Agreement") of certain assets described below is made and entered into as of the 1<sup>st</sup> day of March, 2021, by and between **Jefferson Gas, LLC**, a Kentucky limited liability company, with an address of P.O. 35, Winchester, KY 40392 (ASSIGNOR), and **East Kentucky Midstream, LLC**, a Kentucky limited liability company, with an address of P.O. Box 1666, Salyersville, KY 41465 (ASSIGNEE).

### WITNESSETH:

**WHEREAS**, ASSIGNOR owns certain Rights-of-Way, Pipelines and Surface Leases, including equipment attached to pipelines and any and all documents in ASSIGNOR'S possession which relate to said pipelines being assigned and located in various Counties of Kentucky as more fully described in **EXHIBIT A-1 through EXHIBIT A-18**, attached hereto and incorporated herein as a part of this Agreement (Pipeline Assets); and

**WHEREAS**, ASSIGNOR owns certain Real Estate located in various Counties of Kentucky as more fully described in **EXHIBIT B**, attached hereto and incorporated herein as a part of this Agreement (Real Estate); and

**WHEREAS**, ASSIGNOR owns certain Ancillary Assets and Equipment as more fully described in **EXHIBIT C**, attached hereto and incorporated herein as a part of this Agreement (Ancillary Assets & Equipment); and

**WHEREAS**, ASSIGNOR has interests in and is subject to certain contracts and agreements as more fully described in **EXHIBIT D**, attached hereto and incorporated herein as a part of this Agreement (Assigned Contracts); and

**WHEREAS**, Pipeline Assets described in **EXHIBIT A**, Real Estate described in **EXHIBIT B**, Ancillary Assets & Equipment described in **EXHIBIT C** and Assigned Contracts described in **EXHIBIT D**, are collectively referred to herein as "Jefferson Assets"; and

**WHEREAS**, ASSIGNEE desires to acquire and own said Jefferson Assets, and have the same assigned and conveyed to it;

**NOW THEREFORE**, ASSIGNOR for [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, QUITCLAIM, BARGAIN, SELL, CONVEY, and ASSIGN unto ASSIGNEE all of ASSIGNOR'S right, title, interests and claim in and to said Jefferson Assets.

ASSIGNOR and ASSIGNEE further agree and covenant as follows:

1. This Agreement shall be made effective on the 1<sup>st</sup> day of March, 2021 ("Effective Date").
2. ASSIGNOR hereby grants, quitclaims, bargains, sells, conveys and assigns to ASSIGNEE, all of the ASSIGNOR'S right, title, interest and claim in said Jefferson Assets.
3. In consideration of the sale, transfer, conveyance, assignment and delivery of said Jefferson Assets By ASSIGNOR to ASSIGNEE, ASSIGNEE will pay to ASSIGNOR the purchase price for said Jefferson Assets which is [REDACTED]
4. ASSIGNOR makes no warranty of title as to said Jefferson Assets that are being assigned. ASSIGNEE hereby acknowledges and states that ASSIGNEE has been given the opportunity to review the book & records and land files of ASSIGNOR to determine the validity and title of ASSIGNORS' ownership of said Jefferson Assets.
5. THIS AGREEMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL RIGHTS-OF-WAY, EASEMENTS, SURFACE LEASES, PIPELINES, PERSONAL PROPERTY, MACHINERY, FIXTURES, PIPELINE EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE IN ITS "WHERE IS, AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, AS TO MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, COMPLIANCE WITH LAWS AND REGULATIONS AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
6. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby assigns, transfers, grants and conveys unto ASSIGNEE all of ASSIGNOR'S rights, title and interest in or arising from or under the Pipeline Assets, described in EXHIBIT A, and Real Estate, described in EXHIBIT B. It is the express intention of the ASSIGNOR, by executing this Agreement, to fully sell, transfer and convey to the ASSIGNEE any and all rights, interests and obligations whatsoever and without exception arising directly or indirectly from any rights-of-way, easements, real estate or property interest and to thereby divest ASSIGNOR of all rights-of-way, easements, real estate or property interest within the State of Kentucky. Each of the parties hereto agree to execute and deliver all additional instruments, agreements and other documents as may be necessary or appropriate to effectuate fully the terms and conditions hereto, including, but not limited to such other additional instruments, agreements and other documents as may be necessary to correct or more fully describe and identify the properties and interests herein intended to be assigned and conveyed by this Agreement. ASSIGNEE shall be entitled to the remedy of "Specific Performance" should ASSIGNOR be unable to comply with the provisions of this paragraph.

7. The parties acknowledge and agree that the deed preparation and recording of the Real Estate, described in **EXHIBIT B**, will occur after the Effective Date. ASSIGNOR shall conduct the deed preparation and recording in a diligent and workman-like manner.
8. ASSIGNOR has interests in and is subject to certain Assigned Contracts and ASSIGNOR does hereby transfer and assign unto ASSIGNEE all its rights, obligations and interests in and to said Assigned Contracts. ASSIGNEE desires to acquire and abide by the terms and obligations of said Assigned Contracts and have the same assigned to it.
9. ASSIGNEE agrees to accept and abide by the obligation of ASSIGNOR to provide transportation service to Columbia Gas Transmission Corporation (Columbia) to the Frenchburg, KY city gate of Delta Natural Gas Company. This transportation service shall be provided by ASSIGNEE at no cost to Columbia. ASSIGNEE agrees to indemnify ASSIGNOR from all claims and costs for ASSIGNEE'S failure to perform this transportation service.
10. All real estate taxes, personal property taxes, lease payments and prepaid utility charges or assessments on said Jefferson Assets shall be prorated between ASSIGNOR and ASSIGNEE as of the Effective Date on the basis of the most recently available bills with a post-closing adjustment within thirty (30) days after receipt of the actual tax bill for the year 2020. From and after the Effective Date, ASSIGNEE shall be fully liable for and pay all taxes, lease payments, utility charges, assessments and other expenses relating to said Jefferson Assets conveyed hereunder. ASSIGNOR shall be responsible for any taxes, utility charges, or other assessments related to said Jefferson Assets that shall have accrued, but have not been billed prior to the Effective Date. ASSIGNOR shall be liable for the real estate taxes, personal property taxes, lease payments and prepaid utility charges or assessment on said Jefferson Assets listed on **EXHIBIT E**, attached hereto and incorporated herein as a part of this Agreement. Some items listed on **EXHIBIT E** are estimates based upon payments made in Calendar Year 2020. Payment of these estimates by ASSIGNOR shall suffice the requirements of this paragraph.
11. This Agreement is intended by the parties as the final, complete and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understanding between the parties relating to its subject matter. No amendment, modification or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by both parties. Nothing in this Agreement shall be binding upon either party until this Agreement has been executed and delivered by both parties by their duly authorized representatives.
12. If any provision of this Agreement, or the application of any such provision to any person or in any circumstance is held invalid, the application of such provision to any other person or in any circumstances, and the remainder of this Agreement, shall not be affected thereby and shall remain in full effect.
13. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky and both parties consent to the exclusive jurisdiction of the Fayette County Circuit Court of Kentucky.



14. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executives, administrators, and assigns.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 1<sup>st</sup> day of March, 2021.

ASSIGNOR: Gene Mapes, Jr.  
Gene Mapes, Jr. – Managing Member  
Jefferson Gas, LLC

ASSIGNEE: Jack Justice  
Jack Justice – Managing Member  
East Kentucky Midstream, LLC

STATE OF OHIO

COUNTY OF HAMILTON

I, the undersigned Notary Public in and for the above County and State, certify that the foregoing Asset Sale and Purchase Agreement was produced before me and signed, acknowledged and delivered on this 4 day of March, 2021, by Gene Mapes, Jr., of Jefferson Gas, LLC, a limited liability company, on behalf of the company.



**SARAH M IORI**  
Notary Public, State of Ohio  
My Commission Expires  
August 1, 2024  
2019-05-794930

Sarah M Iori  
NOTARY PUBLIC

My commission expires: 8/1/2024

STATE OF KENTUCKY

COUNTY OF MAGOFFIN

I, the undersigned Notary Public in and for the above County and State, certify that the foregoing Asset Sale and Purchase Agreement was produced before me and signed, acknowledged and delivered on this 5th day of March, 2021, by Jack Justice, of East Kentucky Midstream, LLC, a limited liability company, on behalf of the company.

Deane Steel  
NOTARY PUBLIC

My commission expires: 9-23-22



*[Faint handwritten text]*

*[Faint handwritten text]*

SARAH M IORI  
Notary Public, State of Ohio  
My Commission Expires  
August 1, 2024  
2018-RE-124930



**JEFFERSON GAS, LLC**  
**MISCELLANEOUS**  
**Bath County, Kentucky**

---

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C - LINE  
Breathitt County, Kentucky**

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**JEFFERSON GAS, LLC  
C - LINE  
Breathitt County, Kentucky**

GRANTOR	INSTRUMENT DATE	VOLUME	PAGE	COUNTY	LINE NAME	LINE NO.
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Arnett, Marvin & Betty	1/16/1995	Not Recorded		Breathitt	C-Misc	025-MISC
Ballard, Claude & Alice	(ROW Missing)	137	754	Breathitt	C-Misc	025-MISC
Barnett, Ivan & Dolly	3/12/1996	179	765	Breathitt	C-Misc	025-MISC
Blanton, Hattie	12/3/1965	138	72	Breathitt	C-Misc	025-MISC
Blanton, Hattie & Blaine	10/3/1949	113	463	Breathitt	C-Misc	025-MISC
Brewer, Forest & Orpha	12/4/1965	138	76	Breathitt	C-Misc	025-MISC
Bryant, David	2/14/1994	Misc 28	142	Breathitt	C-Misc	025-MISC
Bryant, Forrest & Stella	12/12/1996	182	53	Breathitt	C-Misc	025-MISC
Bryant, Forrest & Stella	2/7/1194	Misc 28	107	Breathitt	C-Misc	025-MISC
Bryant, John	2/7/1994	Misc 28	97	Breathitt	C-Misc	025-MISC
Bryant, John	6/30/1992	Misc 26	207	Breathitt	C-Misc	025-MISC
Butler, James & Bonnie	10/18/1993	Misc 27	583	Breathitt	C-Misc	025-MISC
Butler, James & Bonnie	10/5/1992	Misc 26	443	Breathitt	C-Misc	025-MISC
C. D. & G. Development Compar	4/13/1993	171	400	Breathitt	C-Misc	025-MISC
Caucill, Aaron Mark	10/26/1992	Not Recorded		Breathitt	C-Misc	025-MISC
Caucill, Dean & A. C.	11/5/1994	Not Recorded		Breathitt	C-Misc	025-MISC

**JEFFERSON GAS, LLC**  
**C - LINE**  
**Breathitt County, Kentucky**

GRANTOR	INSTRUMENT DATE	VOLUME	PAGE	COUNTY	LINE NAME	LINE NO.
Caucill, Margie & Oak	10/25/1994	Not Recorded		Breathitt	C-Misc	025-MISC
Charles R. Rudolph to Holly Cree	1/6/1972	LB 7	773	Breathitt	C-Misc	025-0028
Citizens Bank & Trust	4/4/1992	Not Recorded		Breathitt	C-Misc	025-MISC
Cockerham, Michael & Paula	10/27/1994	175	763	Breathitt	C-Misc	025-MISC
East Kentucky Paving Corporatio	10/24/1986	156	154	Breathitt	C-Misc	025-MISC
Combs, Berry, Jr., & Jean Irene	6/6/1995	178	35	Breathitt	C-Misc	025-MISC
Combs, Edward & Mary	12/9/1994	175	510	Breathitt	C-Misc	025-MISC
Combs, Jesse & Emma	12/6/1996	182	58	Breathitt	C-Misc	025-MISC
Conner, Paul & Brenda	4/26/1998	186	485	Breathitt	C-Misc	025-MISC
Conner, Wilgus & Barbara	9/21/1993	Misc 27	594	Breathitt	C-Misc	025-MISC
Cornett, Robert H.	9/8/1988	Not Recorded		Breathitt	C-Misc	025-MISC
Cundiff, Eliza	8/9/1990	Misc 24	535	Breathitt	C-Misc	025-MISC
Cundiff, Theo & Ollie	9/19/1987	158	306	Breathitt	C-Misc	025-MISC
Day Sisters Trust	11/14/1994	176	52	Breathitt	C-Misc	025-MISC
Derrickson, Charles M. & Lena	8/4/1994	175	188	Breathitt	C-Misc	025-MISC
East Kentucky Paving Corporatio	10/24/1986	156	154	Breathitt	C-Misc	025-MISC
Feltner, Robert	5/10/1990	Not Recorded		Breathitt	C-Misc	025-MISC
Finley, Fred & Brenda	10/20/1998	188	332	Breathitt	C-Misc	025-MISC
Fletcher, Luther & Wanda	7/15/1968	118	369	Breathitt	C-Misc	025-0011
Fugate, Jerry & Edna	12/3/1965	138	78	Breathitt	C-Misc	025-MISC
Gibbs, Richard D., Jr. & Betty	6/19/1995	178	121	Breathitt	C-Misc	025-MISC
Gross, Alex D. & Polly	1/14/1997	182	565	Breathitt	C-Misc	025-MISC
Gross, Floyd P. & Laura	7/14/1997	184	18	Breathitt	C-Misc	025-MISC
Gross, James H. & Shirley	1/14/1997	182	540	Breathitt	C-Misc	025-MISC
Gross, Susie, Widow	6/1/1983	148	322	Breathitt	C-Misc	025MISC
Halvaksz, Jamon	6/28/1990	Misc 24	532	Breathitt	C-Misc	025-MISC
Hammons, Ruth & Bob	11/3/1994	Not Recorded		Breathitt	C-Misc	025-MISC
Haney, Glenn & Mary	9/26/1992	Misc 26	440	Breathitt	C-Misc	025-MISC
Hay, James & Gloria		Not Recorded		Breathitt	C-Misc	025-MISC
Hayes, Phil & Shirley	10/14/1992	Misc 26	434	Breathitt	C-Misc	025-MISC
Hays, Philip & Faye	9/27/1993	Not Recorded		Breathitt	C-Misc	025-MISC
Henson, Elizabeth	8/1/2001	199	148	Breathitt	C-Misc	025-MISC
Henson, George & Martha	12/3/1965	138	66	Breathitt	C-Misc	025-MISC
Holbrook, Jewell & Ralph	7/20/1968	118	368	Breathitt	C-Misc	025-0012
Holbrook, Leonidas & Dora	7/22/1982	LB 17	29	Breathitt	C-Misc	025-MISC
Hollon, Hubert & Carol	4/24/1998	186	497	Breathitt	C-Misc	025-MISC
Hollon, Ike & Debbie	4/26/1998	186	493	Breathitt	C-Misc	025-MISC

**EXHIBIT B**

**JEFFERSON GAS, LLC  
REAL ESTATE**

<b>County</b>	<b>Description</b>	<b>PVA Parcel No.</b>	<b>Acres</b>
Breathitt	Shop/Office, HWY 15 N	085-00-00-03400	26.12
Estill	Fitchburg Station	113-00-00-030.00	Unknown
Johnson	Van Lear Meter Site, Beech Fork, Above Butcher Hollow	068-00-00-024.07	1.771
Johnson	Leander Station, Jenny's Creek	029-00-00-015.05	4
Magoffin	Helton Pump Station	9999 R003	Unknown
Menifee	South Means Meter Site, West of KY 713, Hawkins Branch Rd.	03-17	0.41
Menifee	Delta Meter Site, East Side of Amos Ridge Rd.	23-40-02	1184 Sq. Ft.
Wolfe	Hazel Green Compressor Station, off SH101	088-00-00-009.04	0.88
Wolfe	Campton Meter Site, Pine Ridge Station, 15 off Mtn Pkwy	029-00-00-007.01	0.68

**JEFFERSON GAS, LLC  
ANCILLARY ASSETS & EQUIPMENT**

**1. Ancillary Assets**

- a. Columbia Gas Transmission - Meters
  - i. South Means, Montgomery County (Receipt & Delivery Meter)(3" tap)
  - ii. Van Lear, Johnson County (Receipt Meter/Application made for Delivery Meter)(6" tap)
- b. Pipeline Taps on Columbia Gas Transmission
  - i. Jude #2, Lawrence County (2" tap)
  - ii. Fanin (aka "Jude #3"), Lawrence County (3" tap)
- c. Compressors
  - i. Frozen Creek, Breathitt County....Make/Model – Ajax DPC-140
  - ii. Hazel Green, Wolfe County....Make/Model - Ajax DPC-280
  - iii. South Means, Menifee County....Make/Model – Ajax DPC-180
- d. Dehydration Unit
  - i. Hazel Green, Wolfe County...Make – Natco

**2. Equipment**

- a. 1998 Case dozer 5,978hrs
- b. 1998 Case 580k backhoe 4,878hrs
- c. 2004 John Deere 27D excavator 3,471hrs
- d. Small excavator trailer
- e. 1997 Cat excavator 2,278hrs
- f. 1981 Mega arc welder 1,889hrs
- g. 1995 Hobart champion welder 1,241hrs
- h. 1981 White Volvo tractor/trailer
- i. 1964 air compressor
- j. Pipe wagon
- k. 2010 Ditch Witch trencher (small walk behind) 848hrs
- l. Office Furniture
- m. Miscellaneous Tools

**EXHIBIT C****3. Vehicles**

<b>Year</b>	<b>License</b>	<b>Make/Model</b>	<b>VIN #</b>
1957	007207	Phelan Trailer	2403995
1969	007206	Freuhaus Trailer Low Boy (Silver)	PBF240FWK553936
1981		Ford Service Truck (F7000)	U80UVJG9500
1984	223672	White Tractor	1WUABCMD7EN066836
1999	038WWH	Ford Ranger	1FTZR15X7XTA00160
2000	425602	Chevy 2500	1GCGK24R3YR201928
2003	374VTL	GMC Sierra	1GTHK29193E336614
2004	698386	Dodge Ram 2500	1D7KU28D44J186437
2004	325XTL	Dodge 1500	1D7HU16N74J217163
2008	843RPM	Chevy Silverado	2CGEK19J581299406
2009	500236	C-Trail Flatbed Trailer	1L9BU20259D201371
2009	842RPM	Chevy Silverado	1GCEK29089Z185499
2011	870079	Chevy 1500	1GCRKPEA2BZ296665
2015	870078	Dodge Ram	1C6RR7GT9FS594016

## ASSIGNMENT OF CONTRACTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Jefferson Gas, LLC.**, a Kentucky limited liability company, whose address is P.O. Box 35, Winchester Kentucky 40392, (hereinafter referred to as "ASSIGNOR"), does hereby transfer and assign, unto **East Kentucky Midstream, LLC.**, a Kentucky limited liability company, whose address is P.O. Box 1666, Salyersville, Kentucky 41465 (hereinafter referred to as "ASSIGNEE"), all its rights, obligations and interests in and to the contracts and agreements as more fully described in **EXHIBIT D-1**, attached hereto and incorporated herein as part of this Assignment (Assigned Contracts).

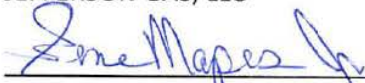
ASSIGNEE desires to acquire and abide by the terms and obligations of said Assigned Contracts and have the same assigned to it.

The Assignment set forth under this instrument is pursuant to a certain Asset Sale and Purchase Agreement dated March 1, 2021 between ASSIGNOR and ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment to be effective this 1<sup>st</sup> day of March, 2021.

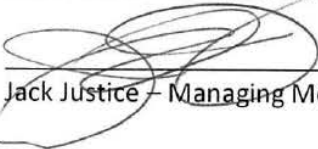
**ASSIGNOR:**

JEFFERSON GAS, LLC

  
\_\_\_\_\_  
Gene Mapes, Jr – Managing Member

**ASSIGNEE:**

EAST KENTUCKY MIDSTREAM, LLC

  
\_\_\_\_\_  
Jack Justice – Managing Member



## JEFFERSON GAS, LLC ASSIGNMENT OF CONTRACTS

1. Natural Gas Sales Agreement, by and between Jefferson Gas, LLC and City of West Liberty DBA West Liberty Gas, dated October 22, 2020
2. Natural Gas Sales Agreement, by and between Jefferson Gas, LLC and City of West Liberty DBA, Eastern Kentucky Correctional Complex, dated October 22, 2020
3. NAESB Base Contract for Sale and Purchase of Natural Gas, by and between Jefferson Gas, LLC and Kentucky Frontier Gas, LLC, Base Contract - dated October 1, 2015, Amended Exhibit A - dated October 28, 2020.
4. Gas Purchase Contract, by and between Jefferson Gas, LLC and various independent oil & gas producers listed on **EXHIBIT D-2**, attached hereto and incorporated herein as a part of this **EXHIBIT D-1**.
5. Land Lease, by and between John R. & Hellen C. Damron and Ashland Oil & Transportation Company, August 1, 1977, regarding Fallsburg Compressor Station
6. Land Lease, by and between Robert & Margaret Jude and Jefferson Gas Transmission Company, Inc., dated July 25, 2001, regarding Jude M&R Station with Columbia Gas Transmission Corporation
7. Land Lease, by and between Mike & Cathy Gibbs and Jefferson Gas, LLC, dated December 17, 2008, regarding Hazel Green Compressor Station
8. Land Lease, by and between Paradise Mobile Homes, Inc. and Jefferson Gas, LLC, dated September 8, 2016, regarding Frozen Compressor Station
9. Land Lease, by and between Mary M. Brown and Jefferson Gas, LLC, dated October 11, 2018, regarding Brown Meter Station
10. Land Lease, by and between Olivia Adkins and Jefferson Gas, LLC, agreement not located yet, regarding Jackson Meter Station for Kentucky Frontier Gas, LLC
11. Land Lease, by and between Benny Henson and Jefferson Gas, LLC, agreement not located yet, regarding Panbowl Compressor Station

**CONTRACTING PARTIES (PRODUCERS)  
IN  
GAS PURCHASE CONTRACTS  
WITH  
JEFFERSON GAS, LLC**

Apex Gas LLC

Arnett Acres

Burning Fork LLC

Blackridge USA

Primrose Oil LLC (Formerly CVR)

HTC Gas Company LLC

C & P Energy

Hard Rock Energy

Hay Exploration

Troublesome Creek Gas – KGD Wells

Quality Natural Gas LLC (formerly Kinzer Drilling)

KY River Energy LLC

Kentucky Reserves LLC

Lakeview Gathering System LLC

MBM Production LLC

Middle Fork Gas LLC

Diversified Energy (formerly NYTIS)

Spirit Energy LLC

Thealka Gas

Mary Anne Johnson

Charles R. Bradley, DIP (Richard Parks/Double D)

Tackett & Sons Drilling Contractors Inc.

Lawrence County Gas (formerly JEI Gas Inc)

Levi Oil & Gas

Cut Through Hydrocarbon

Roberts Resources

Slone Energy LLC

Troublesome Creek Gas

Stinson Creek LLC

PROPERTY TAXES		
Vendor	Description	Estimated Amount Due
<i>State of Kentucky</i>	Franchise Tax (property tax)	\$
<i>Boyd Co.</i>	Franchise Tax (property tax)	\$
<i>Breathitt Co.</i>	Franchise Tax (property tax)	\$
<i>Clark Co.</i>	Franchise Tax (property tax)	\$
<i>Johnson Co.</i>	Franchise Tax (property tax)	\$
<i>Lawrence Co.</i>	Franchise Tax (property tax)	\$
<i>Lee Co.</i>	Franchise Tax (property tax)	\$
<i>Magoffin Co.</i>	Franchise Tax (property tax)	\$
<i>Menifee Co.</i>	Franchise Tax (property tax)	\$
<i>Montgomery Co.</i>	Franchise Tax (property tax)	\$
<i>Morgan Co.</i>	Franchise Tax (property tax)	\$
<i>Wolfe Co.</i>	Franchise Tax (property tax)	\$
Total 2020		\$
	Franchise Tax (property tax)	
Prorated 2021 (Jan, Feb & Mar)	Less Boyd & Lawrence Co.	\$
<b>Total Estimated Amount Incurred Prior to 4/1/21; Billed in 2021 and 2022</b>		<b>\$</b>

PRE-PAID LEASES/CHARGES		
Vendor	Description	Estimated Amount Due
<i>Adkins, Olivia</i>	Land Lease (Prorated)	\$
<i>Brown, Mary</i>	Land Lease (Prorated)	\$
<i>CSX Transportation</i>	Pipeline Lease (Prorated)	\$
<i>Damron, John</i>	Land Lease (Prorated)	\$
<i>Gibbs, Mike</i>	Land Lease (Prorated)	\$
<i>Gullett Family Properties</i>	Winchester Office Rent (April)	\$
<i>Henson, Benny</i>	Land Lease (Prorated)	\$
<i>Humana</i>	Health Ins. Premium (April)	\$
<i>Jude, Margaret</i>	Land Lease (Prorated)	\$
<i>Kingsly</i>	Van Lear Compressor Rental (April)	\$
<i>Lincoln National Life Insurance</i>	Term Life Ins. Premium (April)	\$
<i>Paradise Mobile Home</i>	Land Lease (April)	\$
<b>Total Pre-paid by Jefferson Gas for Services After 4/1/21</b>		<b>\$</b>

SUMMARY	
Incurring by Jefferson, Paid by EKM (Credit Due to EKM)	\$
Pre-paid by Jefferson; For Services After 4/1/21	\$
<b>Total Credit Due to EKM</b>	<b>\$</b>