

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

|                                       |   |            |
|---------------------------------------|---|------------|
| <i>Electronic</i> APPLICATION OF EAST | ) |            |
| KENTUCKY MIDSTREAM, LLC FOR           | ) | Case No.   |
| APPROVAL OF A PROPOSED TARIFF         | ) | 2023-00112 |
| UNDER 807 KAR 5:026, SECTION 9        | ) |            |

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**Application for Approval of Proposed Farm Tap Tariff**

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East Kentucky Midstream, LLC (“EKM”) files this application for approval of its farm tap tariff pursuant to KRS 278.485 and 807 KAR 5:026. The facts on which the Application is based are contained in Application Exhibits A-D and other information accompanying this Application and in the following statements:

**I. Applicant**

1. East Kentucky Midstream, LLC is the full name of the applicant. EKM is a limited liability company organized under the laws of Kentucky. It is in good standing with the Kentucky Secretary of State.

2. EKM’s mailing address is P.O. Box 1666, Salyersville, Kentucky 41465. The electronic mail addresses to be used for EKM for purposes of this proceeding are: [jbentley@mmlk.com](mailto:jbentley@mmlk.com), [kyunker@mcbrayerfirm.com](mailto:kyunker@mcbrayerfirm.com), and [keckert@mcbrayerfirm.com](mailto:keckert@mcbrayerfirm.com).

3. EKM is a gas gathering system company. EKM acquired the assets of certain portions of former Jefferson Gas in March 2021. See Application Exhibit A<sup>1</sup> (redacted asset

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<sup>1</sup> A motion for confidential treatment has been filed concurrently with this Application; unredacted documents will be provided under seal.

purchase agreements). EKM's first full month of operating the gathering system was April 2021. As part of these operations, EKM provides service to certain farm tap customers, continuing to charge them as its predecessor did. This is the initial tariff filing on behalf of EKM for its farm tap service.

4. EKM has prepared a proposed tariff attached hereto as Application Exhibit B. In compliance with 807 KAR 5:026 Section 9(1)(a) and 9(2), respectively, this tariff has a proposed effective date of August 1, 2023, thereby providing the requisite 60 days' notice to the Kentucky Public Service Commission ("PSC") for the rates and 30 days' notice for the non-recurring charges.

5. In compliance with 807 KAR 5:026 Section 9(1)(d), notice to customers has been provided as follows. EKM mailed a notice letter to its farm tap customers, a copy of which is attached hereto as Application Exhibit C. This letter was mailed via standard US Mail on May 3, 2023; it contains the language required in 807 KAR 5:026 Section 9(1)(d) and Section 9(4). *Id.*

## **II. Proposed Tariffed Rates for Farm Tap Customers**

6. In the proposed tariff (Application Exhibit B), EKM provides for recurring and non-recurring charges to two different classes of customers served. Changes to existing charges include (1) a per-month, per account customer charge instead of the existing minimum bill which charges the customer for at least one Mcf, even if no gas is used that month; (2) distinguishing between accounts for residential and non-residential, small-volume use for the customer charge; (3) changing to a fixed (per Mcf) usage charge instead of a usage charge that increases or decreases month-to-month depending on changes to the monthly Inside FERC TCo Appalachian Index, and (4) addition of a non-recurring Seasonal/Temporary disconnect charge.

7. Because the proposed tariff would effect a change to the structure of rates, not just to their levels, a straightforward comparison between present rates and proposed rates is not possible. In addition, because of changes in the TCo Appalachian Index each month, the proposed charges are less compared to the per-Mcf rates charged in 2022, the proposed tariff rates would result in an increase for:

- a. a residential customer using 4 Mcfs of gas each month of \$9.07 (16.82%) per month;
- b. a non-residential customer using 10 Mcfs of gas each month of \$17.18 (12.73%) per month.

8. The proposed rates for customer charges and usage do not exceed the highest average volumetric rate for a local gas distribution utility approved by the Commission in accordance with KRS ch. 278 and 806 KAR ch. 5 and in effect on the date the proposed EKM Tariff is filed. *See* 807 KAR 5:026, Section 9(1)(a)(2). On this date, the volumetric rates approved and in effect in the tariff for Sentra Corporation are \$21.2112 per Mcf for residential customers, \$21.2112 for non-residential customers from 0-50 Mcf and \$19.2112 for non-residential customers over 50 Mcf.<sup>2</sup>

9. If the proposed percentage increase in the tariff filing exceeds the percentage change in the price index, in compliance with 807 KAR 5:026, Section 9(1)(a)(2), the Applicant has herewith submitted, along with its proposed tariff, cost data which supports the proposed rates.<sup>3</sup> *See* 807 KAR 5:026, Section 9(1)(b). In Application Exhibit D, EKM shows the cost data

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<sup>2</sup> On April 14, 2023, the PSC responded to EKM's 807 KAR 5:026 Section 9(1)(a)(2) request with a letter filed in Ky. PSC Case No. 2022-00238 *In re Electronic Investigation of the Jurisdictional Status of East Kentucky Midstream, LLC and of its Compliance with KRS Chapter 278, 807 KAR Chapter 005, and 49 CFR Parts 191 and 192*. This letter identified the highest prevailing gas rate approved by the PSC as of that date to be the \$23.7756 per Mcf rate in the approved tariff for Sentra Corporation. In Ky. PSC Case No. 2023-00103 *Purchased Gas Adjustment of Sentra Corporation*, the rates listed in paragraph 8 above were approved with change effective May 1, 2023, and are still in effect.

<sup>3</sup> A request for deviation and exception from the 807 KAR 5:026 Section 9 filing requirements has been filed concurrently with this Application.

support rates at no less than the levels proposed. Although the data would support higher rate levels, restructuring the rates to not be purely volumetric and to offer a fixed usage rate is the more important step. Experience with the restructured rates can guide any later adjustments in rate levels to more fully recover direct and allocated costs of farm-tap service and provide appropriate pricing signals to customers.

10. In accordance with 807 KAR 5:026, Section 9(1)(c), to the extent that the proposed Tariff increases rates, the proposed effective date is not less than one (1) year later than the last Commission-approved increase.

### **III. Conclusion**

WHEREFORE, Applicant East Kentucky Midstream, LLC respectfully requests that the Commission issue a final order regarding this Application, granting:

- (1) Approval of the proposed farm tap tariff submitted hereto as Exhibit B to this application;
- and,
- (2) all other relief to which Applicant may be entitled.

Respectfully submitted,

/s/ Kathryn A. Eckert

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Lexington, KY 40507-1310  
859-231-8780  
fax: 859-960-2917

## EXHIBITS

- A Redacted EKM Asset Purchase Agreements dated January 8, 2021 and March 1, 2021
- B Farm Tap Tariff, issued May 31, 2023, proposed to be effective August 1, 2023
- C 807 KAR 5:026, Section 9 Notice Letter to Farm Tap Customers, mailed 5/3/23
- D Cost Justification for Proposed Rates

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

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## 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,

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**

| <b>Vendor</b>   | <b>Account#</b> | <b>Description</b>           | <b>Estimated Amount Due</b>   |
|---|-----------------|------------------------------|---|
| 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

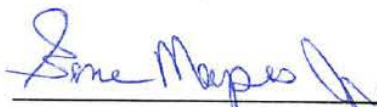
3. THIS AGREEMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL RIGHTS-OF-WAY, EASEMENTS, SURFACE LEASES, PIPELINES, PERSONAL PROPERTY, MACHINERY, FIXTURES, PIPELINE EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE IN ITS "WHERE IS, AS IS" CONDITION 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

**EXHIBIT A-1**

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

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| <b>GRANTOR</b>          | <b>INSTRUMENT DATE</b> | <b>VOLUME</b> | <b>PAGE</b> | <b>COUNTY</b> | <b>LINE NAME</b> | <b>LINE NO.</b> |
|-------------------------|------------------------|---------------|-------------|---------------|------------------|-----------------|
| 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        |

**EXHIBIT A-2**

**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**

| GRANTOR                        | INSTRUMENT DATE | VOLUME       | PAGE | COUNTY    | LINE NAME | LINE NO. |
|--------------------------------|-----------------|--------------|------|-----------|-----------|----------|
| 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 |

**EXHIBIT A-2**

**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  
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: *[Signature]*  
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.

*Jane Hill*  
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-124830



**EXHIBIT A-1**

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

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| <b>GRANTOR</b>          | <b>INSTRUMENT DATE</b> | <b>VOLUME</b> | <b>PAGE</b> | <b>COUNTY</b> | <b>LINE NAME</b> | <b>LINE NO.</b> |
|-------------------------|------------------------|---------------|-------------|---------------|------------------|-----------------|
| 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        |

**EXHIBIT A-2**

**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**

| GRANTOR                        | INSTRUMENT DATE | VOLUME       | PAGE | COUNTY    | LINE NAME | LINE NO. |
|--------------------------------|-----------------|--------------|------|-----------|-----------|----------|
| 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 |



**EXHIBIT A-2**

**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         |

**EXHIBIT C**

**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 |

EXHIBIT D

**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).

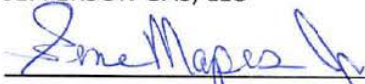
ASSIGNEE desires to acquire and abide by the terms and obligations of said Assigned Contracts and have the same assigned to it.

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.

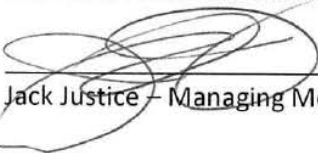
**ASSIGNOR:**

JEFFERSON GAS, LLC

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

**ASSIGNEE:**

EAST KENTUCKY MIDSTREAM, LLC

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

**EXHIBIT D-1**

**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

**EXHIBIT D-2**

**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

**EXHIBIT E**

| 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> |



EAST KENTUCKY MIDSTREAM, LLC

P.O. Box 1666

Salyersville, KY 41465

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RATES – CHARGES – RULES – REGULATIONS

for furnishing

NATURAL GAS from FARM TAPS

pursuant to KRS 278.485

in

BREATHITT, CLARK, JOHNSON, LAWRENCE, MENIFEE,

MONTGOMERY, MORGAN, and WOLFE COUNTIES

---

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF KENTUCKY

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DATE OF ISSUE May 31, 2023

DATE EFFECTIVE August 1, 2023

ISSUED BY /s/ Jack Justice

TITLE E. Ky. Midstream, LLC member-manager

PSC KY NO. 1

Original SHEET NO. 1

CANCELLING PSC KY NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

**East Kentucky Midstream, LLC**

NATURAL GAS FARM-TAP SERVICE

in entire service area

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7. Liability Limitation; Indemnification

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[RESERVED for future use]

5

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DATE OF ISSUE May 31, 2023

DATE EFFECTIVE August 1, 2023

ISSUED BY /s/ Jack Justice

TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 2  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

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SERVICE CLASSIFICATION and AREA

Classification

This farm-tap service is offered by East Kentucky Midstream, LLC (“EKM”) from a natural gas gathering pipeline system, pursuant to KRS 278.485 and 807 KAR 5:026. This service is provided to property owners requesting and entitled to service from EKM for residential and small-volume non-residential end-use.

Gas service is not provided at any fixed or specified pressure, and the gas provided is neither treated nor artificially odorized. Farm-tap service gas deliveries and rates are on a volumetric basis, measured in 1000 cubic feet (Mcf) units.

Service under this tariff is for two classifications of service:

1. Residential – service to one residential dwelling unit, for domestic or residential end-use only
2. Non-Residential, small volume —
  - service to a multi-unit dwelling (*e.g.*, an apartment complex) or for any use not exclusively domestic or residential; and
  - for which in any 12-month period, actual or expected usage
    - averages less than 20 Mcf per month and
    - does not exceed 60 Mcf in any one month

Supply of gas to a single property owner at multiple points of service or for resale or large-volume non-residential end-use to persons otherwise qualifying for farm-tap service is conditional upon and subject to a special contract therefor between EKM and the customer.

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 2  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

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Service Area

Pursuant to KRS 278.485, the service area encompasses properties over which any EKM gas gathering pipeline is located and those properties for which the point of service is within one-half air-mile of any EKM gas gathering pipeline.

EKM's farm-tap service area is near to its gathering pipelines in Kentucky, in portions of Breathitt, Clark, Johnson, Lawrence, Menifee, Montgomery, Morgan, and Wolfe Counties.

EKM reserves the right to refuse or to defer full service to an applicant if the existing gathering pipeline system is inadequate to serve the applicant's requirements without adversely affecting the farm-tap service to those already connected and being served.

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 3  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

---

RECURRING RATES

Customer Charge (per month, per account)

|  |         |
|--|---------|
| Residential account                    | \$11.00 |
| Non-Residential (small volume) account | \$22.00 |

Usage Charge (per Mcf delivered) \$13.00

NON-RECURRING CHARGES:

Installation Fee (for initial installation of meter): \$25.00

Seasonal/Temporary Disconnect (for each customer-requested  
disconnection-reconnection) \$100.00

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 4.1  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

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**RULES AND REGULATIONS**

1. **Incorporated Terms.** The terms and conditions of KRS 278.485, 807 KAR 5:026, and any other applicable regulations, as they may be amended from time to time, are incorporated in this Tariff by reference. In addition to those incorporated terms and conditions, and not in limitation thereof, the following additional provisions apply.
  
2. **Property Owner Customer.**
  - a. The owner(s) of a property over which any EKM gas gathering pipeline is located or of a property for which the point of service is within one-half air-mile of any EKM gas gathering pipeline is the person(s) to whom service may be provided under this Tariff and will be considered the Customer for the service. The end-user of the gas supplied or the occupier of the property at the point of service may be different from the property owner(s).
  - b. The property owner(s) must apply for service and be the account holder(s). With EKM’s agreement, if there are multiple owners, one or more of the owners may be designated as the Customer for administrative purposes such as billing or notices. All customer or applicant obligations and responsibilities are those of the property owner(s) and are not excused by conduct, action, or inactions of any end-user or property occupant.
  - c. A customer account is associated with a particular meter. No account may be assigned without EKM’s written consent, and the property owner(s) shall notify EKM of any change in ownership of the property at the point of service — in advance or as soon thereafter as feasible.

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 4.2  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

3. General Terms.

- a. All gas sold and delivered under this Tariff shall be delivered at the varying pressures of the applicable EKM pipeline.
- b. It shall be the sole responsibility of the applicant-customer and at applicant-customer's sole cost, expense, and risk:
- to supply and to have installed, inspected, and maintained the necessary regulator and equipment related thereto and all pipelines and other facilities beyond the tap on EKM's pipeline and the meter, which EKM will install and own. EKM charges an Installation Fee for installing the meter.
  - to ensure that the gas in the applicant-customer's pipeline contains a natural odorant or is odorized, so that the gas is readily detectable by a person with a normal sense of smell. If the gas does not contain a natural odorant, the applicant-customer must comply with the odorization requirement contained in 807 KAR 5:026, Section 6(12). Any necessary odorization equipment shall be installed in conformity with specifications approved by the Kentucky Public Service Commission ("PSC").

Gas may not be provided to the applicant-customer prior to the approval by PSC Staff of the installation of the pipelines and equipment provided by applicant-customer, including a determination either that a natural odorant is present in the gas or that the requirement for artificial odorization has been satisfied.

- c. EKM shall have the right to enter upon the premises of Customer to read, inspect, repair, change, or remove the meter or any other equipment belonging to EKM, and EKM shall also have the right to reclaim any of its property which may be on Customer's premises.

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 4.3  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

3. General Terms (cont'd)

- d. EKM shall not be liable to a customer or the corresponding end-user(s) for any discontinuance, reduction, change or any other effect on service resulting from the following, any or all of which may be undertaken in EKM's sole discretion:
  - (i) the plugging, shut-in, abandonment (temporary or final), or change in the use of any well;
  - (ii) temporary or permanent discontinuance or reduction of transportation of gas through any applicable pipeline;
  - (iii) the use (or termination of use) of compressors or other equipment;
  - (iv) breakage or maintenance of pipelines or other equipment; or
  - (v) changes in EKM's operations, or other causes related to EKM's operations or business activities.
- e. EKM is under no obligation to supply any specific quantity or quality of gas to a customer. Customer understands and acknowledges that the gas EKM supplies pursuant to this Tariff:
  - (i) is not treated or artificially odorized;
  - (ii) may not be consistent in volume, heat content, or other qualities; and
  - (iii) may have a heat content higher or lower than gas transported in interstate pipelines or supplied by gas distribution companies.
- f. Natural gas supplied by EKM is for use on Customer's property and only on its property, for the exclusive use of Customer or its tenants, lessees, or other persons present at the point of service by right or license from Customer or its tenants or lessees. Customer is expressly forbidden to obtain gas under this Tariff and to resell it for any purpose. A person otherwise qualifying for farm-tap service that resells all or part of the gas delivered must enter into a special contract with EKM.
- g. No agent or employee of EKM has authority to make any oral promise, agreement, or representation inconsistent with this tariff, and no such promise, agreement, or representation shall bind EKM, unless in writing and signed by an executive officer thereof.

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a



**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 4.4  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

4. Gas Measurement.

- a. The measurement of gas by the EKM meter shall be conclusive upon EKM and Customer unless EKM is unable to read the meter after reasonable effort or the meter ceases to register, proves to be defective, or is found by test not to be accurate within the limitations of industry or regulatory standards. In such case, the deliveries for the period in question shall be estimated.
- b. EKM will, upon written request of Customer, have the meter removed, sealed, and tested, and a certificate of the test will be given to Customer. If the meter so tested is found to be accurate within the limits specified in the rules of the PSC, Customer shall, upon presentation of a bill, pay EKM for such test.
- c. Where the service facilities or other equipment have been tampered with, resulting in improper measurement of the natural gas supplied, Customer shall be required to pay for such quantity of natural gas as EKM may estimate from available information to have been used but not registered by EKM's meter. In addition thereto, Customer shall be required to bear all costs incurred by EKM for investigations and inspections and for such protective equipment as may be necessary in its judgment.
- d. Customer shall promptly notify EKM of any known or suspected gas leaks.

5. Bills; Payment

- a. Customer shall pay any applicable Installation Fee and provide a \$100 deposit (waivable by EKM) to initiate service and, thereafter, shall pay EKM the applicable monthly Customer Charge and the Usage Charge for all gas delivered.
- b. Invoices will be mailed or otherwise transmitted to the account-holder Customer for the past month's usage. The term "month" for billing purposes means the period between any two consecutive regular readings by EKM of the account meter, such readings to be taken as nearly as may be practicable every 30 days. The timing of the meter reading/cycle is selected by EKM.

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**

NATURAL GAS FARM-TAP SERVICE

in entire service area

5. Bills; Payment (cont'd)

- c. Bills for service may include, in addition to the charges stated in this Tariff, any service-related excise tax, sales tax, franchise fee or other similar fee or tax imposed by a government or which EKM is obligated to pay to any government.
- d. Any Customer who has taken residential service from EKM for at least one year and is not delinquent on the account may elect to pay monthly bills for residential service on a budget billing plan.
- (i) Budget billing will start in a summer month (June-August).
- (ii) There will be an annual true-up, with a twelfth month's payment in an amount equal to the difference between the total of the prior 11 month's payments and the total that would have been billed based on actual usage for the 12-month period. If the difference is a credit balance, EKM will credit the amount on succeeding bills; if a debit balance, the balance will be due and payable by Customer on the due date on the bill for the twelfth month.
- (iii) Budget billing for a customer will continue year-to-year, with the monthly budget amount re-set each year unless that customer is delinquent on the account or requests, no later than the start of the eleventh month in the annual cycle, not to renew the budget billing plan in the following year.
- (iv) Upon termination of service to a Customer on a budget billing plan, the entire balance amount of the account for actual usage shall be due and payable either by Customer to EKM if a debit balance exists or shall be refunded by EKM to Customer if a credit balance exists.
- e. Customer shall remit full and complete payment of each invoice within twenty (20) days following the date thereof. If a customer fails to make such payment, EKM may send a notice of delinquency in the next month's invoice or in a separate mailing at least five (5) days after the deadline for payment. That customer's access to natural gas pursuant to this Tariff may be terminated for nonpayment ten (10) days after the mailing to it of a notice of the delinquency.

DATE OF ISSUE May 31, 2023DATE EFFECTIVE August 1, 2023ISSUED BY /s/ Jack JusticeTITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 4.6  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

6. Default; Termination of Service

- a. EKM shall be entitled to terminate Customer's access to natural gas for any reason provided in applicable statutes and regulations or as stated in this Tariff. Termination of service shall not be EKM's sole remedy for the recovery of any amounts due hereunder; EKM shall have all remedies available to it at law or equity for any breach or failure by Customer to abide by and perform its obligations under the terms of this Tariff.
- b. Service terminated by EKM will be restored for any account / point of service only after Customer has eliminated the cause for termination. Customer shall pay any applicable Reconnection Fee for restoration of service.
- c. Customer may request complete discontinuance of service upon at least three (3) days' written notice to EKM to allow time for a final meter reading and disconnection of service. Customer remains liable for all rates and charges for service until final reading of the meter.
- d. Customer may request a seasonal or temporary discontinuance of service for a scheduled period of time upon at least 15 days' notice to EKM and the payment of the applicable Seasonal/Temporary Disconnect charge (sheet 3). If Customer requested discontinuance of service under Rule 6.c above and reconnection/restoration of service is later requested for the same account-holder as before, then EKM may at its discretion:
  - require re-application for service or
  - charge and collect before reconnecting/restoring service the greater of
    - the Seasonal/Temporary Disconnect Charge then applicable or
    - the applicable Customer Charge for each month or part thereof that service was discontinued.
- e. Upon any termination/discontinuance of service or an account other than for a change in ownership of the point of service or a seasonal/temporary disconnection, EKM may remove the meter, close the tap, or both for the respective point of service.

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**

NATURAL GAS FARM-TAP SERVICE

in entire service area

7. Liability Limitation; Indemnification

- a. Customer agrees that acceptance and use of gas at the respective point of delivery or use shall be at Customer’s sole risk, and EKM shall not be liable to Customer, the respective end-user(s), or any third person for any loss, damage to property, personal injury, loss of use, or any other claim of any kind arising from or associated with receipt or use of gas from EKM or pipelines or other equipment or facilities associated with such receipt or use or any of the circumstances referenced in Rules 3.d and 3.e.
- b. Customer shall hold EKM harmless and indemnify it against all claims and liability, including reasonable attorney fees awarded by a court of competent jurisdiction, for injury to persons or damage to property when such damage or injury results from:
  - any facilities, piping, and equipment located on Customer’s side of the point of delivery;
  - any equipment, pipeline, or other facilities which were or were required to be installed, inspected, maintained, or operated by or for Customer or the respective end-user; or
  - receipt or use of gas supplied by EKM under this Tariff.

DATE OF ISSUE May 31, 2023

DATE EFFECTIVE August 1, 2023

ISSUED BY /s/ Jack Justice

TITLE E. Ky. Midstream, LLC member-manager a

**East Kentucky Midstream, LLC**  
NATURAL GAS FARM-TAP SERVICE  
in entire service area

PSC KY NO. 1  
Original SHEET NO. 5  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

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[RESERVED for future use]

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DATE OF ISSUE May 31, 2023  
DATE EFFECTIVE August 1, 2023  
ISSUED BY /s/ Jack Justice  
TITLE E. Ky. Midstream, LLC member-manager a

DATE OF NOTICE: May 3, 2023

**NOTICE OF PROPOSED RATE CHANGE**

East Kentucky Midstream, LLC has started a case, Case No. 2023-00112, at the Public Service Commission to request an increase in its rates effective for service rendered on and after August 1, 2023. The rates contained in this notice are the rates proposed by East Kentucky Midstream. However, the Public Service Commission may order rates to be charged that differ from the rates in this notice.

Any corporation, association, body politic or person may file written comments or a written request for intervention in Case No. 2023-00112 within thirty (30) days of the date of this notice with the Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Copies of the request for an increase in rates may be obtained by contacting East Kentucky Midstream at 995 East Mt. Parkway, Suite 1, Salyersville, Kentucky 41465. After it is filed with the Public Service Commission (on or before May 31, 2023), a copy of the request for an increase in rates will also be available for public inspection at this address as well as online at <http://www.psc.ky.gov/Case/ViewCaseFilings/2023-00112>.

The following table shows the proposed rates and how the requested change compares to the highest and lowest rates in 2022 for a similar charge by East Kentucky Midstream.

| Rate                           | Proposed                 | Compared with Rate for                            | Highest (June 2022) |          | Lowest (Jan. 2022) |          |
|--------------------------------|--------------------------|---|---------------------|----------|--------------------|----------|
|                                |                          |   | \$ change           | % change | \$ change          | % change |
| Customer Charge                | (per month, per account) | Minimum Bill, zero gas used (per month / account) |                     |          |                    |          |
| • residential                  | \$11.00                  |   | -\$4.89             | -30.77%  | -\$0.05            | -0.45%   |
| • commercial                   | \$22.00                  |   | +\$6.11             | +38.54%  | +\$10.95           | +99.095  |
| Usage Charge                   | \$13.00 per Mcf          | Charge per Mcf used                               | -\$2.89             | -18.19%  | +\$1.95            | 17.65%   |
| Seasonal/ Temporary Disconnect | \$100.00 per occurrence  | NEW (no similar existing charge)                  | N/A                 | N/A      | N/A                | N/A      |

The changes proposed by East Kentucky Midstream include (1) a per-month, per account customer charge instead of the existing minimum bill which charges the customer for at least one Mcf, even if no gas is used that month; (2) distinguishing between accounts for residential and commercial use for the customer charge; and (3) changing to a fixed usage (per Mcf) charge

instead of a usage (per Mcf) charge that increases or decreases month-to-month depending on changes to the monthly Inside FERC TCo Appalachian Index. The estimated amount and percentage of monthly increase (compared to 2022) for

- a residential customer averaging 4 Mcfs of gas per month is \$9.07 (16.82%); and
- a commercial customer averaging 10 Mcfs of gas per month is \$17.18 (12.73%).

COST JUSTIFICATION for Proposed Rates

EKM expects that the proposed rates will not fully recover all the costs incurred to provide farm-tap service, illustrating this by using 2022 expense and customer data. In 2022, EKM averaged 315 farm-tap customers per month, of which 10 were non-residential.<sup>1</sup> Farm-tap customers together averaged 1932.75 Mcf usage per month during 2022.

The cost of the gas supplied by EKM was (and is) the Inside FERC TCo Appalachian Index, which is stated in Dekatherms (Dth); to convert to the volumetric units (Mcf) in which gas is supplied to farm-tap customers, EKM multiplies by 1.1837. The TCo Appalachian Index prices for each month in 2022,<sup>2</sup> per Dth and per Mcf, were as follows:

| Month    | per Dth | per Mcf |
|----------|---------|---------|
| Jan. 22  | 3.300   | 3.906   |
| Feb. 22  | 5.800   | 6.865   |
| Mar. 22  | 3.920   | 4.640   |
| April 22 | 4.630   | 5.481   |
| May 22   | 6.580   | 7.789   |
| June 22  | 8.140   | 9.635   |
| July 22  | 5.720   | 6.771   |
| Aug 22   | 7.870   | 9.316   |
| Sept. 22 | 8.030   | 9.505   |
| Oct. 22  | 4.890   | 5.788   |
| Nov. 22  | 4.020   | 4.758   |
| Dec. 22  | 5.890   | 6.972   |

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<sup>1</sup> EKM estimates that 4-6 of these non-residential customers would have been served in the Non-Residential, Small Volume classification if it had been in effect during 2022.

<sup>2</sup> Source: *Gas Pricing Information*, available at [https://gatherco.com/documents/PRICING\\_1.pdf](https://gatherco.com/documents/PRICING_1.pdf) (last visited May 31, 2023).



The per-Mcf cost thus ranged between \$3.906 and \$9.635; the simple average is \$6.7856 and the median is \$6.8181.

EKM then examined its ordinary expenses for 2022 and focused on non-gas-cost categories directly allocable to farm-tap service operations or allocable on a relatively straightforward basis (e.g., proportion of customers, revenues, or volumes). The 2022 EKM unallocated totals for this subset of ordinary expenses are as follows:

|              |                              | <b>2022</b>         |
|--------------|------------------------------|---------------------|
| 5200         | Wages                        | 322,899.20          |
| 5210         | Workers Comp                 | 18,565.15           |
| 5215         | Payroll Taxes                | 26,547.72           |
| 60200        | Automobile Expense           | 119,746.25          |
| 6040         | Credit Card Fees             | 404.40              |
| 61700        | Computer / Internet Expenses | 2,382.87            |
| 6330         | Insurance Expense            | 26,505.95           |
| 6331         | Health Insurance             | 79,258.76           |
| 64300        | Meals and Entertainment      | 58.01               |
| 64900        | Office Supplies              | 4,038.60            |
| 66700        | Professional Fees            | 107,569.74          |
| 67201        | Pipeline repairs             | 525,719.66          |
| 67205        | Vehicle                      | 85,855.44           |
| 68100        | Telephone Expense            | 4,425.93            |
| 68405        | Taxes                        | 13,184.56           |
| 68600        | Utilities                    | 25,395.98           |
| <b>TOTAL</b> |                              | <b>1,362,558.22</b> |

The blended, weighted allocator to farm-tap service operations for these categories in 2022 is 0.153, which yields a (partial) operating expense for those operations of \$202,832.40. Note that this subset of expenses does not include such categories as depreciation, amortization, or repairs and maintenance.

If the \$202,832.40 in allocated operating expenses were to be recovered from the 315 farm-tap customers in a monthly customer charge, that charge would have had to be \$55.13 per month — an amount greater than most of the monthly bills sent to residential customers in 2022, and

without including a charge for the gas used. On the other hand, if these operating expenses were to be recovered solely through a volumetric charge, that would require a base charge of \$8.98 per Mcf — again before including any gas-cost recovery.

If the proposed rates had been charged in 2022, then the revenues obtained would have totaled \$344,409.00:

|  |                   |
|--|-------------------|
| 305 residential customers x 12 mos. x \$11.00/month customer charge =    | \$40,260.00       |
| 10 non-residential customers x 12 mos. x \$22.00/month customer charge = | 2,640.00          |
| 1932.75 Mcfs/month x 12 mos. x \$13.00 per Mcf =                         | <u>301,509.00</u> |
| TOTAL  | \$344,409.00      |

This would cover all the allocated subset of operating expenses, and leave \$136,026.60 to contribute to gas costs. For the 23,193 Mcfs total of gas usage in 2022 (1932.75 Mcfs/mo. x 12 mos.), this is only \$5.86 per Mcf — lower than the average and median of the TCo Index in 2022.