

OPERATION, MAINTENANCE
AND TRANSPORTATION AGREEMENT

THIS OPERATION, MAINTENANCE AND TRANSPORTATION AGREEMENT, made and entered on this the 18th day of April, 2025 by and between **Apache Gas Transmission Company, Inc.**, a Kentucky corporation, whose address is 119 Upper River Street, Burkesville, Kentucky 42717, hereinafter referred to as Party of the First Part, and **Burkesville Gas Company, Inc.**, a Kentucky corporation, whose address is P.O. Box 69, Burkesville, Kentucky 42717 hereinafter referred to as Party of the Second Part (collectively, "the Parties");

THAT WHEREAS, the Parties entered into an Operation, Maintenance and Transportation Agreement on November 17, 1997 ("Agreement") and an Addendum to that Agreement on July 28, 1998 ("Addendum");

THAT WHEREAS, the Agreement and Addendum has expired and the Parties desire to extend the Agreement and the Addendum with the following amendments:

(a) **Section X. Transportation Agreement** – subpart (g) Billing, Payment and Notice shall be amended to state:

Apache shall bill Burkesville Gas on or before the 10th day of each calendar month with a gas allocation statement setting forth, in terms of mcf, the total quantity of gas delivered to the point of delivery and calculation of the delivery of such gas at the rate contained in Apache's tariff on file with the Kentucky Public Service Commission, including any approved riders, as may be changed and updated from time to time. Burkesville Gas shall be entitled to receive as a credit from the payment of such amount the sum of .75 per mcf, provided, however, that it has complied with the maintenance and operation requirements set forth hereinabove. Burkesville Gas agrees to pay the difference between the amount so charged and the credit per mcf in full in accordance with such statement within 20 days following the receipt thereof.

In addition to the credits set forth hereinabove, if **Burkesville Gas** has incurred any expenditures for repairs in the operation and maintenance of the transmission lines identified in II hereinabove, it shall remit the various invoices or copies of receipts or canceled checks verifying such payment, and the aggregate

amount, assuming that same is in excess of \$250.00 and is acceptable to **Apache**, shall be deducted as a credit from the next billing statement in the calendar month after the receipts have been received, examined, and accepted by **Apache**.

For any given month in which **Burkesville Gas** has received a billing statement from **Apache** under the terms of this transportation agreement, it shall timely pay its part due and owing within the time specified hereinabove, and in the event that such is not received within such time, the outstanding amount due shall bear interest at the rate of 12% per annum until paid. If the amount or amounts so billed have not been paid after 60 days from any original due date, **Apache**, at its option, has the right to suspend further delivery of gas until such amount, including interest is paid.

In the event that it is necessary for **Apache** to institute legal proceedings for the collection of any amount so due, in addition to the amount so due, together with accrued interest, **Apache** shall be entitled to recover all costs and attorney fees included in such legal proceeding from **Burkesville Gas**.

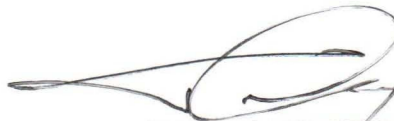
(b) **Section X. Transportation Agreement** – subpart (j) Term of the Agreement

is amended to state the following:

The Agreement and the Addendum shall be extended from the date of this Amendment for a period of one year and may be automatically extended for intervals of one year on each subsequent anniversary, for a total not to exceed 20 years. This Amendment and therefore the Agreement and Addendum may be terminated by either of the Parties after giving thirty days' written notice to the other Party.

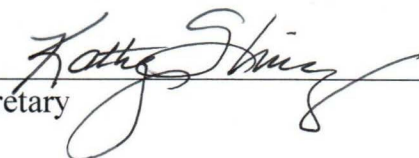
THAT WHEREAS, the Parties agree that no other provisions of the Agreement or the Addendum will be revised and will remain in full force and effect.

N WITNESS WHEREOF, the corporate entities, through their duly authorized officers, have executed this agreement on this the day and date first above written.



David Thomas Shirey, Jr.
President Apache Gas Transmission, Inc.

ATTESTED BY:


Secretary



David Thomas Shirey, Jr.
President Burkesville Gas Company

ATTESTED BY:


Secretary

Witness my hand and seal this _____ day of _____, 19____.

ATTESTED BY:



NOTARY PUBLIC

My commission expires _____

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public