

**FOURTH AMENDMENT TO MASTER SERVICE AGREEMENT DATED
MARCH 21, 2022 BETWEEN ARCHER ENERGY, LLC AND ORANGE
TOWNSHIP BOARD OF TRUSTEES, DELAWARE COUNTY, OHIO**

This Fourth Amendment to the Master Services Agreement dated March 21, 2022 ("Fourth Amendment") is entered into this ____ day of April, 2026 by and between Archer Energy, LLC ("Vendor"), whose principal place of business is located at 9777 Fairway Dr., Powell, Ohio 43065 and the Orange Township Board of Trustees, Delaware County, Ohio ("Board"), whose principal place of business is located at 1680 E. Orange Rd., Lewis Center, OH 43035 (Individually "Party," collectively "Parties").

WHEREAS, the Parties entered into a Master Service Agreement dated March 21, 2022 ("MSA") for Vendor to provide natural gas service to the Township's Natural Gas Aggregation Program ("Program") for the benefit of Program's members ("Members"); and,

WHEREAS, the term of the MSA expired May 31, 2024; and,

WHEREAS, the terms of the MSA were amended by the Second Amendment to the Master Service Agreement ("Second Amendment")¹ on December 6, 2023 to extend the term of the MSA until May 31, 2025; and in accordance with the MSA Exhibit A, establish a fixed rate price for the Program Members beginning January 2024 and ending May 31, 2025 and

WHEREAS, the terms of the MSA were amended by the Third Amendment to Master Service Agreement ("Third Amendment") on March 5, 2025 to extend the term of the MSA until May 31, 2028; and, establish a variable rate for the Program Members beginning April 2025 and ending May 2026.

WHEREAS, the Parties now desire to establish a fixed rate of \$0. _____ per Ccf for Program Members beginning in June 2026 and continuing through April 202X.

NOW THEREFORE, the Parties agree as follows:

1. **FIXED RATE PRICE.** Vendor to provide a fixed rate price of \$0. _____ per Ccf for the period of June 2026 through April 202 ____ in accordance with the MSA Exhibit A.
2. **SIGNATURES.** Any person executing this Fourth Amendment in a representative capacity hereby warrants that he/she has authority to sign this Fourth Amendment or has been duly authorized by his/her principal to execute this Fourth Amendment on such principal's behalf and is authorized to bind such principal.
3. **CONFLICTS.** In the event of a conflict between the terms of the MSA, the First, Second or Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall prevail.

¹ There was no first amendment.

4. **OTHER TERMS OF MSA UNCHANGED.** All terms and conditions of the MSA and any other Amendments of the MSA not changed by this Fourth Amendment remain the same, unchanged, and in full force and effect.

ARCHER ENERGY, LLC.

Signature Date

Printed Name

Title

Archer Energy, LLC
9777 Fairway Dr.
Powell, Ohio 43065

**ORANGE TOWNSHIP ADMINISTRATOR
ON BEHALF OF THE ORANGE TOWNSHIP
BOARD OF TRUSTEES
DELAWARE CO, OHIO**

Michele Boni Date
Orange Township Administrator

Orange Township Board of Trustees Delaware County, Ohio
1680 E. Orange Rd.
Lewis Center, OH 43035

Per Res. No: _____
Date _____

Approved as to Form

Melissa A. Schiffel /CDB

Melissa A. Schiffel (0082154)
Delaware County Prosecutor

4/13/2026
Date

FISCAL OFFICER'S CERTIFICATION (R.C. § 5705.41(D)):

No actual funds are to be exchanged between the Parties in connection with this Fourth Amendment. No Fiscal Officer's Certification is required.