

**CONFIRMATION AGREEMENT****Date: February 21, 2019****Seller:****Contura Coal Sales, LLC****340 Martin Luther King Jr. Blvd.  
Bristol, TN 37620**

Attn: William Davison

Tel. 304-549-7579

Fax. 423-573-0448

Email: [william.davison@conturaenergy.com](mailto:william.davison@conturaenergy.com)

Ref. #: \_\_\_\_\_

**Buyer:****Duke Energy Kentucky, Inc.****526 South Church Street  
Charlotte, NC 28202**

Attn: Kimberly Hughes

Tel. 980-373-2519

Fax.

Email: [kimberly.hughes@duke-energy.com](mailto:kimberly.hughes@duke-energy.com)Ref. #: 33327

This Confirmation constitutes an agreement for the sale and purchase of coal and constitutes a "Confirmation" under the Master Agreement (as defined below). This Confirmation shall be governed by the terms set forth herein and the parties hereby incorporate the provisions of that certain Master Agreement dated August 16, 2016 as it has been or may be amended and supplemented from time to time among Seller and Duke Energy Business Services, LLC as agent for each of Duke Energy Carolinas, LLC, Duke Energy Kentucky, Inc., Duke Energy Florida, LLC, Duke Energy Indiana, LLC and Duke Energy Progress, LLC (the "Master Agreement") as terms and conditions to this Confirmation. For avoidance of doubt, however, none of Duke Energy Business Services, LLC, Duke Energy Progress, LLC, Duke Energy Florida, LLC, Duke Energy Indiana, LLC or Duke Energy Carolinas, LLC will have any rights, duties or obligations under and pursuant to this Confirmation. All provisions contained in the Master Agreement govern this Confirmation to the extent not in conflict with the terms hereof. The terms of this Confirmation shall prevail in the event of an inconsistency between the terms of this Confirmation and the Master Agreement. The Confirmation shall be considered as a separate agreement between the parties effective on the date of execution of this Confirmation. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

**Quote Date:** February 12, 2019**Commodity:** Crushed coal, containing no synthetic fuels, and free from any extraneous materials, with no intermediate sizes added or removed and otherwise meeting the Specifications of this Confirmation.**Term:** April 1, 2019 through September 30, 2019**Contract Quantity:** Approximately 12,000 net tons (to be delivered in seven (7) barges)**Contract Price:** \$52.50 USD per Ton delivered at the Delivery Point for the Term of this Confirmation.**Source:** Contura Cumberland Mine located in Waynesburg, Pennsylvania.

**Delivery Point:** F.O.B. Buyer's transportation provider's barge at Seller's barge loading facilities on the Monongahela River at the Source.

**Scheduling:** Per the Master Agreement.

**Weighing:** Per the Master Agreement.

**Sampling and Analysis:** Per the Master Agreement.

**Billing and Payment:** Per the Master Agreement.

**Coal Quality**

**Price Adjustments:** BTU adjustment per the Master Agreement  
No other quality adjustments to apply

**Government**

**Impositions:** Per the Master Agreement

**Coal Quality Specifications ("As-Received" basis):**

<b>Characteristic:</b>	<b><u>Quality Specifications</u> (Monthly Weighted Average)</b>	<b><u>Barge Rejection Limit</u> (Per Shipment)</b>
BTU/Lb.	13,000	12,600 minimum
Ash (%)	8.75%	>9.75%
*SO <sub>2</sub> (lbs./MMBtu) Content	4.75 lbs. maximum	>5.25 lbs.
Moisture (%)	7.0	>9.0
Volatile Matter (%)	35%	<30%
Grindability (HGI)	51 minimum	<48
Sizing	2" x 0" with a maximum of 55% be less than 1/4" in size	N/A

### Representations and Warranties.

Seller represents and warrants that, as of the Quote Date and throughout the Term of this Transaction that:

- (a) Seller presently owns, otherwise controls, or has access to, whether directly, through an affiliate, or indirectly, Coal reserves in an amount sufficient to fulfill the terms of this Confirmation, the Coal contained in such reserves is mineable and of the quality called for by this Confirmation, and Seller presently has approved governmental mining permits to fulfill the terms of this Confirmation,
- (b) There are no existing contractual commitments with respect to Coal reserves that would prevent delivery of the quantities of Coal specified in this Confirmation and Seller will not enter into contractual commitments during the Term of this Confirmation that will prevent such delivery,
- (c) Seller presently owns, otherwise controls or has access to, and has in operation whether directly, through an affiliate, or indirectly, mining facilities and equipment sufficient to produce the quantities of Coal to be delivered under this Confirmation and has obtained all necessary governmental and other third party permits (excluding unforeseen events as set forth in Section 12 of the Master Agreement), approvals and licenses required in connection with the execution, delivery and performance of this Confirmation, and
- (d) Seller, directly or through an affiliate, will at all times conduct its mining operations in a prudent manner, and Buyer shall have the right, upon reasonable notice, at its own expense and risk, to have its representatives and/or qualified consultants observe and inspect Seller's facilities and operations, provided that such representatives and/or consultants shall comply with all applicable safety requirements and check-in procedures and shall not interfere with such operations.

**No Precedent:** The terms and conditions set forth in this Confirmation are for the purpose of the Transaction contemplated herein only and will not set or be construed or deemed to set a precedent for any future Transaction, if any, that may be entered into between Buyer and Seller.

Please confirm that the foregoing correctly sets forth the terms of the agreement between Buyer and Seller as to this Transaction by timely returning an executed copy of this letter by facsimile or email at the fax number or email address specified in this Confirmation.

**Seller :**  
**Contura Coal Sales, LLC**

**Buyer :**  
**Duke Energy Kentucky, Inc.**

By: William F. Davison  
Name: William F. Davison  
Title: SVP - Thermal Coal Sales  
Date: 3/6/19

By: Brett J. Phipps  
Name: Brett J. Phipps  
Title: Managing Director-Fuel Procurement  
Date: 3/7/19