

COAL SUPPLY AGREEMENT

BETWEEN

CONTURA COAL SALES, LLC

AND

LOUISVILLE GAS & ELECTRIC COMPANY

and

KENTUCKY UTILITIES COMPANY

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COAL SUPPLY AGREEMENT

This is a coal supply agreement (the "Agreement") dated as of July 23, 2019 between (a) LOUISVILLE GAS AND ELECTRIC COMPANY ("LG&E") and KENTUCKY UTILITIES COMPANY ("KU"), each a Kentucky corporation, with a common address at 220 West Main Street, Louisville, Kentucky 40202 (LG&E and KU are each individually sometimes herein called a "Buyer" as more particularly described below) and (b) CONTURA COAL SALES, LLC, a Delaware limited liability company, with an address at 340 Martin Luther King Jr. Blvd., Bristol, Tennessee 37620 (the "Seller").

WITNESSETH:

WHEREAS, LG&E and KU are electric utility companies which desire to purchase steam coal; and

WHEREAS, Buyer and Seller desire to enter into a coal supply agreement pursuant to which the Seller will supply coal to Buyer under the terms as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. GENERAL.

- (a) The above recitals are true and correct and comprise a part of this Agreement.
- (b) The Seller acknowledges that, while there will be no effect on the Base Quantity set forth in Section 3 below, LG&E and KU will allocate the quantity of coal to be purchased and received hereunder between themselves and that such allocation may change from time to

time, at the sole discretion of LG&E and KU. Therefore, the term "Buyer" as used herein shall mean: (i) with respect to any particular "Shipment" (as such term is defined in §6.2 below) actually received by either LG&E or KU, the party who actually received such Shipment; or (ii) for circumstances or events not related to a particular "Shipment," either LG&E or KU, in the applicable percentage allocation. Under (b)(ii), LG&E and KU, in their sole discretion with respect to any time or circumstance under this Agreement, may determine which party, as between LG&E and KU, is the Buyer. Seller agrees that the liability of each of LG&E and KU shall at all times be several and not joint. Each party shall have the obligations, duties and liability of a Buyer hereunder only to the extent (and in the percentage, if applicable) that each such party is determined to be a "Buyer" pursuant to this paragraph. Also LG&E and KU each shall have the rights and remedies of a Buyer hereunder only to the extent (and in the percentage, if applicable) that each of them is determined to be a "Buyer" pursuant to this paragraph. In the event the determination of the "Buyer" pursuant to this paragraph is found contrary to law or unenforceable by any court of law, or cannot be reasonably made with respect to any particular circumstance for any reason, the rights, remedies, obligations, duties and liabilities of Buyer shall be allocated to each of LG&E and KU, severally and not jointly, 50% to each party. Notwithstanding the foregoing, with regard to the failure of Buyer to take delivery of, and purchase coal, under this Agreement, the obligations, duties and liabilities of Buyer shall be allocated to each of LG&E and KU, severally and not jointly, fifty percent (50%) to each party.

(c) Seller will sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, steam coal subject to the terms and conditions set forth herein.

(d) Each covenant, representation and warranty given by one party to the other party herein is a material inducement for that party to enter into this Agreement.

SECTION 2. TERM. The term for deliveries under this Agreement shall commence on January 1, 2020 and shall continue through December 31, 2022, unless sooner terminated pursuant to any of the terms set forth herein.

SECTION 3. QUANTITY.

§3.1 Base Quantity. Subject to the terms and conditions set forth in this Agreement, Seller shall sell and deliver, or cause to be delivered and Buyer shall purchase and receive, or cause to be received, the following annual base quantity of coal (the "Base Quantity"):

<u>YEAR</u>	<u>BASE QUANTITY (TONS)</u>
2020	100,000
2021	575,000
2022	575,000

The Base Quantity of coal scheduled to be delivered in a given calendar year as set forth in the table above (as such quantity may be adjusted as provided in this Agreement) shall be delivered during that calendar year.

§3.2 Make-Up Tons. Notwithstanding the provisions of §3.1 above, if Seller or Buyer fails to supply or to take delivery of (as applicable) the entire Base Quantity scheduled for a particular year for any reason other than a Force Majeure Event (as provided in Section 10 hereof),

then the non-defaulting party, may, at its sole option and without any obligation to do so, elect to make up such undelivered or unreceived quantities (“Make-Up Tons”) by having the defaulting party deliver or take delivery of the Make-Up Tons during the calendar year immediately following the calendar year in which such Make-Up Tons should have been delivered (the “Make-Up Year”). If necessary, the term of this Agreement will be automatically extended to include the Make-Up Year. Prior to making such election, the non-defaulting party may request from the defaulting party adequate assurances, satisfactory to the non-defaulting party, that the defaulting party is capable of delivering or receiving, and will deliver or receive (i) the Base Quantity established for the Make-Up Year under this Agreement and (ii) the Make-Up Tons during the Make-Up Year.

In the event the non-defaulting party makes the election to deliver or receive Make-Up Tons, as applicable, the defaulting party shall deliver or receive both the Base Quantity and the Make-Up Tons during the Make-Up Year pursuant to a new, mutually-agreed delivery schedule incorporating the delivery of the additional Make-Up Tons. In such event, for accounting and payment purposes, the first tons delivered in the Make-Up Year shall be considered to be the Make-Up Tons, and deliveries of Make-Up Tons will not be considered a part of the Base Quantity established for the Make-Up Year.

If the defaulting party’s failure to deliver or receive all of the Base Quantity during a particular year constitutes a breach of or other violation under this Agreement, the existence of this §3.2 shall not act as a waiver by the non-defaulting party of such breach or violation, nor shall it act as a limitation on the non-defaulting party’s remedies. However, if the non-defaulting party elects to deliver or receive the Make-Up Tons as provided in this §3.2, then such election and the

receipt or delivery of the Make-Up Tons in the Make-Up Year shall be the non-defaulting party's sole and exclusive remedy. Nothing in this §3.2 shall limit the remedies of the non-defaulting party for any failure of the defaulting party to perform with regard to the delivery or receipt of Make-Up Tons.

§3.3 Delivery Schedule. Shipments are to be made on a ratable basis as adjusted during the year to reflect Buyer's outages, Seller's annual miners' vacation, and minor delays in transportation. The parties will cooperate in the development of any adjustments to the delivery schedule. Initial shipments shall begin on or about January 1, 2020. Time is of the essence with respect to Seller's deliveries once a schedule is established.

SECTION 4. SOURCE

§4.1 Source. The coal sold hereunder shall be supplied from geological seam Pittsburg #8, from the Cumberland Mine, located in Greene County, Pennsylvania ("Coal Property"), except to the extent Seller provides substitute coal in accordance with the terms of this Agreement. Seller also represents and warrants that the coal, when delivered to Buyer will be free and clear of all liens, claims and encumbrances and that Buyer will have good and marketable title to the delivered coal.

§4.2 Assurance of Capacity, Operation and Reserves. Subject to the provisions of this Agreement, Seller represents and warrants that the Coal Property contain coal of such quality and in such quantities as will be sufficient to satisfy all the requirements of this Agreement. Seller agrees and warrants that it will have at the Coal Property adequate machinery, equipment and other

facilities to produce, prepare and deliver coal in the quantities and of the quality required by this Agreement. Seller agrees that Buyer is not providing any capital for the purchase of such machinery, equipment and/or facilities and that Seller shall operate and maintain same at its sole expense. Seller has or timely will obtain, and will take all commercially reasonable steps to maintain, all required permits and licenses for the production and delivery of the coal as required by this Agreement. Seller recognizes that the process of obtaining permits may be subject to delays and regulatory uncertainties.

§4.3 Non-Diversion of Coal. Seller agrees and warrants that it will not, without Buyer's express prior written consent, use or sell coal from the Coal Property so as to reduce the economically recoverable balance of coal in the Coal Property to an amount less than that required to be supplied to Buyer hereunder.

§4.4 Seller's Preparation of Mining Plan. Upon Buyer's written request, Buyer and Seller shall meet to discuss information related to the mining plans for the Coal Property. After such meeting, Buyer may request Seller to provide additional information regarding the mining plan for the Coal Property, which shall contain maps and a narrative describing areas and seams of coal to be mined and shall include (but not be limited to) the following information: (i) reserves from which the coal will be produced during the term hereof and the mining sequence, by year (or such other time intervals as mutually agreed) during the term of this Agreement, and (ii) methods of mining such coal.

Buyer's receipt of the mining plan or other information or data furnished by Seller (the "Mining Information") shall not in any manner relieve Seller of any of Seller's obligations or

responsibilities under this Agreement; nor shall Buyer's review of the Mining Information be construed as constituting an approval of Seller's proposed mining plan for any purposes. Review by Buyer of the Mining Information is limited solely to a determination, for Buyer's purposes only, of Seller's capability to supply coal to fulfill Buyer's requirements of a dependable coal supply. To the extent it can legally do so, Buyer shall maintain as confidential all Mining Information disclosed by Seller and shall not disclose or use such Mining Information for any purposes other than to evaluate Seller's performance and compliance with the provisions of this Agreement.

§4.5 Substitute Coal. In the event that Seller is unable to produce or obtain coal from the Coal Property in the quantities and of the quality required by this Agreement, and such inability is not caused by a Force Majeure Event as defined in Section 10, then Buyer will have the option of requiring that Seller supply substitute coal from other facilities and mines under its control or the control of its affiliates ("Substitute Coal") in accordance with all the terms and conditions of this Agreement including without limitation the price provisions of Section 8, the quality specifications of §6.1, and the provisions of Section 5 concerning reimbursement to Buyer for increased transportation costs. Seller's delivery of coal not produced from the Coal Property without having received the express written consent of Buyer shall constitute a material breach of this Agreement.

SECTION 5. DELIVERY.

§5.1 Barge Delivery Point. The coal shall be delivered to Buyer F.O.B. barge at the Alicia Dock at Mile Point 81.3 on the Monongahela River (the "Barge Delivery Point"). Provided, however, if the Buyer or Buyer's barging contractor ("Contractor") is not permitted or able to take possession and control of the barge at such dock (for example, if the dock is part of a closed harbor), then the coal is not considered delivered hereunder unless and until Buyer or Contractor actually takes possession and control of such barge. In such case, the point where Buyer or Contractor actually takes possession and control of the barge shall be considered the Barge Delivery Point hereunder. Seller may deliver the coal at a mutually-agreeable location different from the Barge Delivery Point. In such a case, however, Seller shall reimburse Buyer for any resulting increases in the cost of transporting the coal to the destination designated by Buyer. Any resulting savings in such transportation costs shall be retained by Buyer.

§5.2 Barge Title and Risk of Loss. Title to and risk of loss of coal sold will pass to Buyer, and the coal will be considered to be delivered, when barges containing the coal are disengaged by Contractor from the Barge Delivery Point.

§5.3 Barge Cost of Transportation. Seller shall arrange and pay for all costs of: (i) transporting the coal from the Coal Properties or other authorized source mines as provided herein to the Barge Delivery Point, (including without limitation, all truck, rail, barge and transloading costs, and all fleeting, switching, harbor and other port charges) and (ii) loading and trimming the coal into barges to the proper draft and the proper distribution within the barges.

Buyer shall arrange and pay for transporting the coal by barge from the Barge Delivery Point to the destination designated by Buyer. For transportation delays which are the fault of Seller, Seller shall pay any documented demurrage or other documented penalties assessed by Contractor or by Buyer which accrue at the Barge Delivery Point, including the demurrage. Seller shall also pay all documented penalties for loading less than the specified minimum tonnage per barge, or other penalties assessed for barges not loaded in conformity with applicable requirements or instruction of the Contractor. A copy of all such Contractor loading requirements shall be provided to Seller upon execution of this Agreement. Buyer will notify Seller in writing of any changes to any Contractor loading requirements. Buyer shall provide a copy of Contractor's invoices evidencing such penalties and/or demurrage charges to Seller upon Seller's request.

§5.4 Barge Shipping Logistics. Buyer shall be responsible to deliver barges in as clean and dry condition as practicable, and shall furnish suitable barges in accordance with a delivery schedule provided by Buyer to Seller. Seller shall require of the loading dock operator that: (i) the barges and towboats provided by Buyer or Contractor be provided convenient and safe berth, free of wharfage, dockage, fleeting, switching, and other harbor and port charges; (ii) that while the barges are in the care and custody of the loading dock, all U.S. Coast Guard regulations and other applicable laws, ordinances, rulings, and regulations shall be complied with, including adequate mooring and display of warning lights; and (iii) the loading operations be performed in a workmanlike manner and in accordance with the reasonable loading requirements of Buyer and Contractor.

SECTION 6. QUALITY.

§6.1 Specifications. Except to the extent modified pursuant to §3.4 above, the coal delivered hereunder shall conform to the following specifications on an “as received” basis:

Specifications	Typical Monthly Weighted Average (1)	Rejection Limits (per shipment)
BTU/LB.	min. 13,000	< 12,600
<u>LBS/MMBTU - AS RECEIVED:</u>		
MOISTURE	max. 5.38 (7.00%)	> 6.92 (9.00%)
ASH	max. 6.73 (8.75%)	> 7.50 (9.75%)
SULFUR	max. 2.575(3.35%)	> 2.75 (3.58%)
SO2	max. 5.15	> 5.50
<u>SIZE (2" x 0"):</u>		
Fines (% by wgt)		
Passing 1/4" screen	max. 55%	> 60%
<u>% BY WEIGHT:</u>		
VOLATILE	Typical max. 35.00 (AR)	N/A
FIXED CARBON	Typical max. 51.00 (AR)	N/A
CHLORINE (ppm)	Typical max. 1000	N/A
NITROGEN (dry)	Typical max. 1.52	N/A
ARSENIC (ppm)(dry)	Typical max. 2.25	N/A
CALCIUM OXIDE	Typical max. 3.83% of Ash	N/A
SODIUM OXIDE	Typical max. 0.57% of Ash	N/A
GRINDABILITY (HGI)	Typical min. 54	N/A
SLAGGING FACTOR**	Typical max. 1.15	N/A
FOULING FACTOR***	Typical max. 0.14	N/A
<u>ASH FUSION TEMPERATURE (°F) (ASTM D1857)</u>		
<u>REDUCING ATMOSPHERE</u>		
Initial Deformation	Typical min. 2150	N/A
Softening (H=W)	Typical min. 2250	N/A
Softening (H=1/2W)	Typical min.2350	N/A
Fluid	Typical min.2500	N/A

OXIDIZING ATMOSPHERE

Initial Deformation	Typical min. 2400	N/A
Softening (H=W)	Typical min. 2475	N/A
Softening (H=1/2W)	Typical min. 2700	N/A
Fluid	Typical min. 2700	N/A

(1) An actual Monthly Weighted Average will be calculated as applicable for each specification for coal delivered to Buyer hereunder during a calendar month.

* All the coal will be of such size that it will pass through a screen having circular perforations two (2) inches in diameter, but shall not contain more than fifty-five percent (55%) by weight of coal that will pass through a screen having circular perforations one-quarter (1/4) of an inch in diameter.

** Slagging Factor (R_s)=(B/A) x (Percent Sulfur by Weight_{Dry})

*** Fouling Factor (R_f)=(B/A) x (Percent Na₂O by Weight_{Dry})

The Base Acid Ratio (B/A) is herein defined as:

$$\text{BASE ACID RATIO (B/A)} = \frac{(\text{Fe}_2\text{O}_3 + \text{CaO} + \text{MgO} + \text{Na}_2\text{O} + \text{K}_2\text{O})}{(\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{TiO}_2)}$$

Note: As used herein > means greater than:

< means less than.

Each Shipment shall have coal of substantially the same quality throughout.

§6.2 Definition of "Shipment". As used herein, a "Shipment" shall mean one (1) barge load.

§6.3 Rejection.

Buyer has the right, but not the obligation, to reject any Shipment which is subject to rejection based on any or all of the Rejection Limits set forth in §6.1 or which contains extraneous materials ("Non-Conforming Coal"). Buyer must reject Non-Conforming Coal within seventy-two (72) hours of Buyer's receipt of the coal analysis provided for in §7.2, or the right to reject such Non-Conforming Coal is waived. If the Buyer rejects such Non-Conforming Coal, title to and risk of loss of the Non-Conforming Coal shall be considered to have never passed to Buyer ("Rejected Coal"), and Buyer shall return the coal to Seller, or at Seller's request, the Buyer shall allow Seller to receive the Non-Conforming Coal or divert such coal to Seller's designee, all at Seller's sole cost and risk.

Within five (5) business days from notice of rejection, Seller shall replace the rejected coal with coal from the Coal Properties that is of a quality not subject to any of the Rejection Limits set forth in §6.1 ("Replacement Coal"). If Seller fails to replace the Rejected Coal within the five (5) business day period, or if the Replacement Coal is rightfully rejected, Buyer may purchase coal from another source in order to replace the Rejected Coal ("Cover Coal"). In such a case, Seller shall reimburse Buyer for (i) any amount by which the actual price plus transportation costs to Buyer of Cover Coal exceeds the price Buyer would have paid for such coal under this Agreement plus the transportation costs to Buyer from the Delivery Point; and (ii) any and all transportation, storage, handling, or other documented expenses that have been incurred by Buyer in connection with Rejected Coal. Rejected Coal tonnages shall not be included in the calculation of the actual Monthly Weighted Average quality of the coal delivered during the Delivery Month (as defined

in §8.2 below) or any quality price adjustments for the Delivery Month. Tonnages of Rejected Coal shall not be included in the total of tons delivered under this Agreement. Tonnages of Replacement Coal and/or Cover Coal shall be included in the total of tons delivered under this Agreement and only Replacement Coal will be included in the calculation of the actual Monthly Weighted Average.

If Buyer fails to reject a Non-Conforming Coal which it had the right to reject, then such Non-Conforming Coal shall be deemed accepted by Buyer, and its quality characteristics shall be included in any quality calculations for the Delivery Month. However, Buyer shall have the option, in its sole discretion, to exclude accepted Non-Conforming Coal from the total annual tonnage of coal that Seller is obligated to sell to Buyer under this Agreement. Accepted Non-Conforming Coal shall nevertheless be considered "rejectable" for purposes of §6.4. For Shipments containing extraneous materials, which include, but are not limited to, slate, rock, wood, corn husks, mining materials, metal, steel, etc., the estimated weight of such materials shall be deducted from the weight of the applicable Shipment.

§6.4 Suspension and Termination.

If five (5) barge Shipments in a thirty (30) day period are rejectable by Buyer, then Buyer may upon notice and confirmed in writing and sent in accordance with Section 11, suspend future Shipments of coal hereunder, except for coal already loaded into barges at the time notice is given. Seller shall, within ten (10) days of such notice, provide Buyer with reasonable assurances that future Shipments of coal will meet or be of a quality superior to the Typical Monthly Weighted

Average specifications set forth in §6.1 and will be of a quality superior to the rejection limits set forth in §6.1.

If Seller fails to provide such assurances within said ten (10) day period, Buyer may terminate this Agreement by giving written notice of such termination at the end of the ten (10) day period. If Seller provides such assurances to Buyer's reasonable satisfaction, Shipments hereunder shall resume, and any tonnage deficiencies resulting from suspension may be made up at Buyer's sole option. Buyer shall not unreasonably withhold its acceptance of Seller's assurances, or delay the resumption of Shipments.

If after deliveries resume, Seller's deliveries fail to meet any of the Typical Monthly Weighted Average specifications for any one (1) Delivery Month within the next three (3) months or if three (3) barge shipments are rejectable within any one (1) Delivery Month during such three (3) month period, then Buyer may terminate this Agreement and exercise all its other rights and remedies available to it under applicable law and in equity for Seller's breach.

If Buyer refrains from terminating this Agreement as a result of one or more Non-Conforming Shipments of coal as provided herein, Buyer shall not be deemed to have waived its right to terminate this Agreement for any future Non-Conforming Shipment.

SECTION 7. WEIGHTS, SAMPLING AND ANALYSIS.

§7.1 Weights. Except as otherwise provided herein or if the parties agree otherwise, the weight of each coal Shipment delivered hereunder shall be determined for payment purposes (the "Payment Weight") by Seller on the basis of draft survey at the Delivery Point. Seller shall

provide Buyer with a written copy of Seller's drafting procedure. Seller shall notify Buyer of any requested changes to the drafting procedure, and gain Buyer's approval prior to making any changes to the drafting procedure. Buyer shall have the right, at Buyer's expense and upon reasonable notice, to have the draft survey checked for accuracy at any reasonable time or frequency. If the draft survey is found to be over or under tolerance range allowable for the draft survey based on industry accepted standards, either party shall pay to the other any amounts owed due to such inaccuracy for a period not to exceed thirty (30) days before the time any inaccuracy of draft survey is determined.

§7.2 Sampling and Analysis. The sampling and analysis of the coal delivered hereunder shall be performed by Seller upon loading of the coal, and the results thereof shall be accepted and used as defining the quality and characteristics of the coal delivered under this Agreement (the "Payment Analysis"). All analyses shall be made in Seller's third party laboratory at Seller's expense in accordance with ASTM standards where applicable, or industry-accepted standards in other cases. Samples for analyses shall be taken in accordance with ASTM standards or other methods mutually acceptable to both parties. Seller shall transmit its quality analysis to Buyer as soon as possible.

Each sample taken by Seller shall be divided into four (4) parts and put into airtight containers, properly labeled and sealed. One (1) part shall be used for analysis by Seller's third party laboratory. One (1) part shall be used by Seller as a check sample, if Seller in its sole judgment determines it is necessary. One (1) part shall be retained by Seller until thirty (30) days after the sample is taken ("Disposal Date"), and shall be delivered to Buyer for analysis if Buyer

so requests before the Disposal Date. One (1) part (the "Referee Sample") shall be retained by Seller's laboratory until the Disposal Date. Buyer, on reasonable advance notice to Seller, shall have the right, at Buyer's own risk and expense, to have a representative present to observe the sampling and analyses performed by Seller. Unless Buyer requests an analysis of the Referee Sample before the Disposal Date, Seller's analysis shall be used to determine the quality of the coal delivered hereunder and shall be the Payment Analysis. The Monthly Weighted Averages of specifications referenced in §6.1 shall be based on the individual Shipment analyses.

If any dispute arises with regard to the analysis of any sample before the Disposal Date for such sample, the Referee Sample retained by Seller's third party laboratory, shall be submitted for analysis to an independent commercial testing laboratory ("Independent Lab") mutually chosen by Buyer and Seller.

For each coal quality specification in question, if the analysis of the Independent Lab differs by more than the applicable ASTM reproducibility standards, the Independent Lab results will govern, and the prior analysis shall be disregarded. All testing of the Referee Sample by the Independent Lab shall be at requestor's expense unless the Independent Lab results differ from the original Payment Analysis for any specification by more than the applicable ASTM reproducibility standards as to that specification. In such case, the cost of the analysis made by the Independent Lab shall be borne by the party who provided the original Payment Analysis.

§7.3 Buyer's Weight and Analysis. If Seller fails to obtain a draft survey weight or if Seller fails to obtain a sample of the coal for qualitative analysis upon loading, the Buyer's unloading weight shall be used for the relevant Shipment, and the Buyer's analysis shall be the

Payment Analysis. Buyer will be notified as soon as possible whenever draft survey or sampling equipment is out of operation. Seller will transmit its loading weights and qualitative analysis for the relevant Shipment to Buyer as soon as possible.

SECTION 8. PRICE.

§8.1 Base Price.

(a) Annual Base Price. The annual base price of the coal to be sold hereunder will be firm and will be determined by the year in which the coal is delivered (or scheduled to be delivered) as defined in Section 5 in accordance with the following schedule (the “Annual Base Price”):

<u>YEAR</u>	<u>ANNUAL BASE PRICE (\$ PER TON)</u>
2020-2022	\$40.00

The Annual Base Price, as modified by any base price adjustment provided for in this §8.1, if any, is hereinafter referred to as the “Base Price”

(b) Make-up Tons Pricing. Notwithstanding the foregoing, the Base Price for any Make-Up Tons (as such term is defined in §3.2 hereof) shall be based on the Base Price for the calendar year in which such Make-Up Tons should have been delivered and not the Base Price in the Make-Up Year (as such term is defined in §3.2 hereof)

§8.2 Quality Price Adjustments. The price paid by the Buyer for the coal delivered hereunder will be adjusted based on the quality of the coal as follows:

(a) BTU True Up. The Base Price for coal delivered hereunder in any particular calendar month (a "Delivery Month") is based on the assumption that the actual "as received" Monthly Weighted Average BTU/LB (the "BTU AMWA") for coal delivered to Buyer during a Delivery Month is equal to the minimum Typical Monthly Weighted Average BTU/LB set forth in §6.1 (the "BTU TMWA"). If the BTU AMWA varies from the BTU TMWA for any Delivery Month, then the price applicable to such delivered coal will be adjusted to account for such variation in BTU's. The BTU adjustment for that Delivery Month will be determined as follows:

- (i) Calculate the per ton BTU adjustment for a Delivery Month using the following formula (where Price per Ton is the applicable Base Price set forth in §8.1 above):
$$((\text{BTU AMWA} - \text{BTU TMWA}) \div (\text{BTU TMWA}) \times \text{Price per Ton} = \text{Per Ton Adjustment}$$
- (ii) Determine the price adjustment for BTU's for the Delivery Month by multiplying the Per Ton Adjustment (as calculated in (i) above) by the total number of tons of coal actually loaded and delivered to Buyer under this Agreement during the Delivery Month.

Depending on whether the BTU AMWA is greater than or less than the BTU TMWA in a Delivery Month, the Per Ton BTU Adjustment for the Delivery Month can be positive or negative. If the BTU adjustment (as calculated above) for a Delivery Month is positive, then Buyer shall pay the amount of such BTU adjustment to Seller. If the BTU adjustment (as

calculated above) for a Delivery Month is negative, then Seller shall pay or credit the amount of such BTU adjustment to Buyer. Buyer shall be responsible for making the BTU adjustment calculations and shall send a written statement to Seller of the amount of the BTU adjustment for each Delivery Month by the fifth working day of the Payment Month. BTU adjustment payments shall be due when the next payment for coal is due hereunder.

For the avoidance of doubt, the parties agree to the following example. If the AMWA for a Delivery Month equals 13,200 BTU/LB, the TMWA equals 13,000 BTU/LB and the Base Price Per Ton is \$40.00/ton, then the Per Ton BTU Adjustment would be $((13,200 - 13,000) \div 13,000) \times \$40.00 = \$0.615$ per ton. If a total of 40,000 tons were delivered during the Delivery Month, then the BTU adjustment would equal \$24,600 $(40,000 \times \$0.615)$. Since it is positive, this amount would be due and owing to Seller by Buyer with respect to the deliveries for that Delivery Month.

(b) Other Quality Price Reductions. The Base Price is based on Buyer's receipt of coal of a quality that is consistent with or superior to all of the TMWA specifications as set forth in §6.1. Quality price reductions shall be applied for each specification each Delivery Month to account for the Seller's failure to provide coal of a quality superior to the "Discount Values" set forth below.

<u>DISCOUNT VALUES</u>	
<u>\$/MMBTU</u>	
BTU/LB.	0.2604
<u>\$/LBS/MMBTU</u>	
SULFUR	0.1232
ASH	0.0083
MOISTURE	0.0016

For each specification during each Delivery Month with respect to the quality price discounts listed above, there shall be no discount if the AMWA for a specification meets the applicable Discount Point set forth below for that specification. If the AMWA fails to meet the Discount Point, then the applicable Discount Value shall apply, and the quality price reduction shall be calculated on the basis of the difference between the AMWA and the TMWA for such specification.

<u>Typical Monthly Weighted Average</u>		<u>Discount Point</u>
BTU	Min. 13,000 BTU/LB	12,800 BTU/LB
ASH	Max. 6.73 LBS/MMBTU	7.50 LBS/MMBTU
MOISTURE	Max. 5.38 LBS/MMBTU	6.92 LBS/MMBTU
SULFUR	Max. 2.575 LBS/MMBTU	2.75 LBS/MMBTU

For example, if the Actual Monthly Weighted Average of sulfur equals 3.15 LBS/MMBTU, then the applicable discount would be $(3.15 - 2.575) \times .1232/\text{LBS/MMBTU} = \$0.07084/\text{MMBTU}$.

§8.3 Payment Calculation. Schedule 1 attached hereto shows the methodology for calculating the coal payment, the BTU adjustment and quality price reductions for the Delivery Month. If there are any such price adjustments, Buyer shall apply a credit for such adjustments to amounts owed Seller for the month the coal was loaded.

§8.4 Price Adjustments for Changes in Governmental Impositions. The Base Price set forth herein includes all of Seller's cost as of April 9, 2019 of complying with all Federal or state statutes, regulations and other governmental impositions in force on that date that are applicable to Seller's operations in connection with the production, sale and delivery of the coal to be supplied hereunder, including but not limited to tax increases or decreases (other than taxes measured by income). The Base Price shall be subject to adjustment pursuant to this section only in the event that the requesting party can clearly demonstrate that: (a) new Imposition (as defined below); or (b) amendments, modifications or changes to the text, interpretation, application or enforcement (excluding changes in frequency, rigor or thoroughness of enforcement) of any existing Imposition that occur after April 9, 2019 have caused Seller's direct actual out-of-pocket cost of providing coal to Buyer under this Agreement to increase or decrease. As used herein, the term "Imposition" shall mean a Federal or state statute, regulation or other governmental imposition applicable to the coal mining or handling practices, to health and safety of miners or associated workers, or to air, water or waste quality or disposal standards that impacts the direct cost of producing and supplying coal generally, but shall not include any Federal or state statute, regulation or governmental impositions applicable to businesses generally (such as, by way of example only, new health care, insurance or minimum wage requirements), or which apply specifically to or disproportionately impact Seller's operations or production of coal hereunder as a result of characteristics or practices peculiar to the same. In the event a party desires to obtain a price adjustment based on an Imposition, the affected party shall notify the other party in writing of the specific Imposition or potential Imposition involved

within fifteen (15) days of the time such party becomes aware of such Imposition, setting forth the specific legal basis for the Imposition, the anticipated or actual financial impact of the Imposition and the anticipated or actual effective date. Either Buyer or Seller may request a Base Price adjustment, which shall be comprised of no more than the actual out-of-pocket costs directly associated with the effect of such change on the cost of producing the coal to be supplied hereunder. Additionally, any Imposition adjustment made hereunder shall be allocated on a pro-rata basis to all coal produced by Seller, including all coal that is produced from the Coal Property, so that Buyer is allocated only its proportionate share of such Imposition, and the Base Price shall likewise be decreased for any savings resulting from any Imposition. There shall be no change to the Base Price based on reductions or loss of production or production capacity as a result of an Imposition.

By way of example, and not of limitation, an Imposition that requires the purchase of special or additional equipment shall be prorated over the number of years of depreciable life (as reasonably determined) of the equipment and over the total tons in any year during the depreciable life of the equipment. In such a case, the change in the Base Price would not exceed the per-ton prorated cost of the equipment for the number of tons of coal remaining to be sold under this Agreement, excluding Substitute Coal.

After Seller has determined the actual, out-of-pocket direct cost impact of any Imposition, which may be after the conclusion of the applicable calendar year, Seller shall notify Buyer in writing of the amount and effective date of any claimed adjustment to the Base Price as a result of one or more Impositions and shall furnish Buyer with the specific legal basis for the Imposition,

and accurate and detailed computations and data reasonably necessary to substantiate the claimed adjustment. Buyer shall have the right to inspect all books and records of Seller relevant to the claimed adjustment. Buyer shall notify Seller of any disagreement Buyer has with the claimed adjustment within a reasonable time after receipt of such notice and computations, taking into account any audits or requests for additional information by Buyer. It is Seller's obligation to ensure that Imposition decreases are given to Buyer.

If the amount of all Impositions exceeds two dollars (\$2.00) per ton on a cumulative basis for any calendar year, Buyer may terminate this Agreement upon not less than thirty (30) days written notice to Seller. Alternatively, Seller may elect, by forwarding written notice to Buyer within ten (10) days after receiving Buyer's notice of termination, to limit the adjustment to the Base Price for such year to a maximum of two dollars (\$2.00) per ton, regardless of the actual cumulative impact of the Impositions. In the event Seller makes such election, the increase to the Base Price shall be so limited, and the remainder of this Agreement shall continue in full force and effect.

SECTION 9. INVOICES, BILLING AND PAYMENT.

§9.1 Invoicing Address. Invoices will be sent electronically to Buyer at the following address: fuels.accounting@lge-ku.com.

§9.2 Invoice Procedures for Coal Shipments. By the fifth (5th) working day of the month following the Delivery Month (the "Payment Month"), the Buyer will provide Seller with a price calculation for all coal loaded during the Delivery Month based on the applicable Base Price, and

taking into account all quality price adjustments provided for in Section 8 (the "Buyer's Statement"). By the tenth (10th) day of the Payment Month the Seller will provide Buyer with its invoice for all coal loaded during the Delivery Month taking into account all quality price adjustments (the "Monthly Invoice").

§9.3 Payment Procedures for Coal Shipments. For all coal loaded at Delivery Point(s) between the first (1st) and fifteenth (15th) days of any Delivery Month, Buyer shall make a "Preliminary Payment" of one-hundred percent (100%) of the Base Price for such coal (based on the assumption that the coal will meet all TMWA parameters) by the twenty-fifth (25th) day of such Delivery Month. All Preliminary Payments shall be calculated based solely on the then-current Base Price on a dollar-per-ton basis. By the fifteenth (15th) day of the Payment Month, Buyer will pay for all coal loaded at the Delivery Point between the sixteenth (16th) and the last day of any Delivery Month plus any quality adjustments for the Delivery Month as provided in §8.2 above.

For example, Buyer will make a Preliminary Payment by August 25 for coal loaded between August 1 through August 15. On or before the fifth (5th) working day of September, Buyer will provide Seller with the Buyer's Statement. On or before the tenth (10th) day of September, the Seller shall provide Buyer the Monthly Invoice for all coal loaded by Seller in August. The Monthly Invoice for August loadings, to the extent it is verified by Buyer, will be paid by the fifteenth (15th) day of September. In every case referenced in this section for payment, if a specific day is not a banking day and regular work day for Buyer, payment shall be made on the next regular work day for Buyer.

Buyer shall electronically transfer funds to Seller's account based on the account information (including Bank name, ABA number and Account number) provided in writing, in a form reasonable acceptable to Buyer, prior to the first (1st) Shipment under this Agreement. Seller reserves the right to modify such account information on prior written notice reasonably acceptable to Buyer.

§9.4 Withholding. In the reasonable discretion of Buyer, Buyer shall have the right to withhold from payment of any billing or billings: (i) any sums which it is not able in good faith to verify or which is otherwise in good faith disputes, (ii) any damages resulting from any breach of this Agreement by Seller, and (iii) any amounts owed to Buyer from Seller. Buyer shall immediately notify Seller in writing of the basis for the dispute and pay the portion of such statement not in dispute no later than the due date. If any amount withheld under dispute by Buyer is ultimately determined to be due Seller, shall be paid within (5) business days after such determination.

Payment by Buyer, whether knowing or inadvertent, of any amount in dispute shall not be deemed a waiver of any claims or rights by Buyer with respect to any disputed amounts or payments made.

§9.5 Guaranty. Seller's Guarantor, Contura Energy, Inc., shall provide a guarantee in form consistent with the attached Exhibit I, prior to the execution of this Agreement.

§9.6 Netting and Setoff. LG&E and KU, as individual Buyers, shall be entitled to setoff, net, deduct, retain or recoup from any and all amounts owing by them to Seller (including, for this purpose, affiliated entities under common ownership), in connection with this Agreement

or any other contract with Seller (including, for this purpose, affiliated entities under common ownership), any and all other such amounts as may be owed by Seller. The rights of LG&E and KU hereunder shall be in addition to, and without waiver or limitation of, any other rights or remedies.

SECTION 10. FORCE MAJEURE.

§10.1 General Force Majeure. If either party hereto is delayed in or prevented in whole or part, from performing any of its obligations or from utilizing the coal sold under this Agreement as a result of one or more events or occurrences which are both: (a) beyond the reasonable control of the affected party, and (b) not the result of fault or negligence of the affected party (a "Force Majeure Event"), then the obligations of both parties hereto shall be suspended to the extent made necessary by such Force Majeure Event; provided that the affected party gives written notice to the other party as early as practicable of the existence, nature and probable duration of the Force Majeure Event and makes all commercially reasonable efforts to terminate and/or limit the effect of the Force Majeure Event. As used herein, the term Force Majeure Event shall include but not be limited to acts of God, war, terrorism, riots, civil insurrection, acts of the public enemy, strikes, lockouts, industry-wide labor shortages, labor disputes which cause work stoppages, industry-wide shortages of materials and supplies, adverse geological conditions in coal seams not discernable by prudent engineering, roof falls, transportation interruptions, fires, floods or earthquakes, and other similar or dissimilar events or occurrences that otherwise satisfy the definition of a Force Majeure Event herein, but will not

include any interruption to or interference with a party's performance that are the result of (i) regular or routine maintenance of equipment or operations, (ii) delays in obtaining, or violations under, any necessary permits, licenses or approvals, to the extent the same are specific to the operations of Seller as opposed to the coal mining industry as a whole, or (iii) any failure to employ prudent practices that are standard in the impacted party's industry. The party declaring force majeure shall keep the other party advised as to the continuance of the Force Majeure Event.

During any period in which Seller's ability to perform hereunder is affected by a Force Majeure Event, Seller shall not deliver any coal from each Coal Property to any other buyers other than "Other FM Buyers" (as herein after defined). With respect to any given month and each particular Coal Property, "Other FM Buyers" are other buyers to whom Seller is contractually committed to make deliveries to in that particular month under a contract which (a) includes such Coal Property and (b) has been in place at the onset of the Force Majeure Event (a "Permitted Contract"). Further, if Seller is delivering coal to Other FM Buyers during the period of Force Majeure Event, Seller shall during each month deliver to Buyer under this Agreement at least a pro rata portion of its monthly aggregate production from each Coal Property. Seller shall, upon request of Buyer, provide sufficient detailed information supporting the calculation of pro-rata tonnage delivered to Buyer during the Force Majeure Event.

An event which affects the Seller's ability to produce or obtain coal from a mine other than the Coal Property will not be considered a Force Majeure Event hereunder. In addition, Seller shall use its commercially-reasonable efforts to increase its production capacity at any unaffected

properties constituting Coal Property to supply coal as provided herein during the Force Majeure Event.

Changes in market conditions, commercial frustration, commercial impracticability or the occurrence of unforeseen events rendering performance of this Agreement uneconomical for either Party shall not constitute a Force Majeure Event. Minor transportation delays which can be resolved by an amendment to the delivery schedule without materially disrupting future shipments will not be considered Force Majeure Events, but shall be resolved by schedule amendments.

Tonnage deficiencies resulting from a Force Majeure Event shall be made up at sole option of the non-affected party and shall be treated as Make-Up Tons pursuant to §3.2 above, and to the extent necessary, the term of this Agreement will automatically be extended for the period necessary for the receipt or delivery of the Make-Up Tons; provided, however, the non-affected party shall be required to provide written notice to the other party of its intent to make up such deliveries within ninety (90) days of the cessation of the Force Majeure Event.

If a Force Majeure Events continues for more than 180 days, the non-affected party shall have the right to terminate this Agreement, in its sole discretion, without further obligation on the part of either party, except for obligations incurred prior to such termination.

§10.2 Environmental Law Force Majeure. In addition to, and not in limitation of, the provisions of §10.1 above, if Buyer reasonably concludes that any new environmental law is enacted or new rule, or regulation is promulgated (including without limitation, an amendment to or a new interpretation of an existing law, rule or regulation) after April 9, 2019, which makes it impossible, commercially impracticable or uneconomical for Buyer to utilize this or like kind and

quality coal which thereafter would be delivered under this Agreement, Buyer shall so notify Seller. Thereupon, Buyer and Seller shall promptly consider whether corrective actions can be taken in the mining and preparation of the coal at Seller's mine and/or in the handling and utilization of the coal at Buyer's generating station. If in Buyer's sole judgment any such actions will not, without unreasonable expense to Buyer, make it possible, commercially practicable and economical for Buyer to use the coal which would be delivered hereunder without violating any applicable law, regulation, policy or order, Buyer shall have the right, upon the later of sixty (60) days notice to Seller or the effective date of such restriction, to terminate this Agreement without further obligation hereunder on the part of either party except for obligations incurred prior to the time of such termination.

SECTION 11. NOTICES.

§11.1 Form and Place of Notice. Any official notice, request for approval or other document required to be given under this Agreement shall be in writing, unless otherwise provided herein, and shall be deemed to have been sufficiently given when delivered in person, transmitted by electronic media and delivered to an established mail service for same day or overnight delivery, or dispatched in the United States mail, postage prepaid, for mailing by first class, certified, or registered mail, return receipt requested, and addressed as follows:

If to Buyer: Louisville Gas and Electric Company/Kentucky Utilities Company
 220 West Main Street
 P.O. Box 32010
 Louisville, Kentucky 40232
 Attn.: Director Corporate Fuels and By Products
 Email: Caryl.Pfeiffer@lge-ku.com

If to Seller: Contura Coal Sales, LLC
340 Martin Luther King Jr. Blvd.
Bristol, Tennessee 37620
Attn: Contract Administration
Email: ccscontractadmin@conturaenergy.com

Notice will be deemed received when actually received by the addressee.

§11.2 Change of Person or Address. Either party may change the person or address specified above upon giving written notice to the other party of such change.

§11.3 Electronic Data Transmittal. Seller hereby agrees, at Seller's cost, to electronically transmit shipping notices and/or other data to Buyer in a format acceptable to and established by Buyer upon Buyer's request. Buyer shall provide Seller with the appropriate spreadsheet format and will inform Seller as to the electronic data requirements at the appropriate time.

SECTION 12. INDEMNITY AND INSURANCE

§12.1 Indemnity. Seller agrees to indemnify and save harmless Buyer and its officers, directors, employees, affiliates and representatives from any responsibility or liability for any and all third party claims, demands, costs, charges, losses, legal actions for personal injuries, property damage or pollution (including without limitation reasonable outside attorney's fees) (collectively "Claims") arising from or relating in any manner to the performance or failure to perform any of Seller's obligations under this Agreement. Seller's indemnity shall include but not be limited to Claims: (i) relating to Seller's title to any coal delivered to Buyer hereunder, (ii) relating to the trucks, barges or railcars provided by Buyer or Buyer's contractor while such

trucks, barges or railcars are in the care and custody of the loading dock or loading facility, (iii) due to any failure of Seller to comply with laws, regulations or ordinances related to Seller's production of coal and its performance under this Agreement, or (iv) due to the negligent or willful acts or omissions of Seller in the performance of this Agreement. With regard to Claims related to pollution, Seller's indemnification to Buyer is limited to pollution occurring at the Coal Property or Barge Delivery Point.

Buyer agrees to indemnify and save harmless Seller and its officers, directors, employees, affiliates and representatives from any responsibility or liability for any and all Claims arising from or relating in any manner to the performance or failure to perform any of Buyer's obligations under this Agreement. Buyer's indemnity shall include but not be limited to claims (i) due to any failure of Buyer to comply with laws, regulations or ordinances related to Buyer's performance under the Agreement, or (ii) due to the negligence of any representatives, agents or employees of Buyer who inspect the Coal Property; or (iii) due to the negligent or willful acts or omissions of Buyer in the performance of this Agreement. With regard to Claims related to pollution, Buyer's indemnification to Seller is limited to pollution occurring at the Buyer's generating station or the Barge Delivery Point.

The parties respective obligations of indemnity set forth herein shall survive the termination, expiration or cancellation of this Agreement for a period of five (5) years from the date thereof.

§12.2 Insurance. In addition to any indemnity obligations, and not in lieu thereof, Seller shall carry insurance coverage with minimum limits as follows:

- a) Workers' Compensation and Employer's Liability Policy, which shall include:
 - i. Workers' Compensation (Coverage A),
 - ii. Employer's Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee;
 - iii. 30 Day Cancellation Clause;
 - iv. All States Endorsement;
 - v. U.S. Longshore and Harbor Workers Compensation Act ("USL&H") coverage;
 - vi. Maritime Employers Liability (MEL) including Jones Act coverage, if applicable and required under law (if Seller utilizes a subcontractor for harbor fleeting services and Seller does not operate a tug boat then this requirement can be satisfied via proof that Seller's tug boat subcontractor carries MEL coverage, if such coverage is applicable and required under law);

- b)
 - vii. Federal Employers Liability Act (FELA) coverage, if applicable and required under law. Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$2,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all such claims, and including:
 - i. 30 Day Cancellation Clause;

- ii. Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Seller under this Agreement;
 - iii. Include Additional Insured endorsement GC 2010 or CG2037, or its equivalent;
- c) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death and property damage combined single minimum limit of \$1,000,000 each occurrence.
- d) Umbrella/Excess Liability Insurance with minimum limits of \$10,000,000 per occurrence; \$10,000,000 aggregate, to apply to employer's liability, commercial general liability, and commercial automobile liability. Coverage should also include Marine Liability and Pollution Liability.
- i. Umbrella/Excess Liability Insurance must include "Follow Form" provisions including marine & pollution coverages, if applicable.
- e) Pollution Liability (Environmental Liability) coverage is required at all times. Coverage should include limits of \$5,000,000 per occurrence and \$5,000,000 in aggregate, for loss arising out of pollution conditions caused or exacerbated by contracting operations. Coverage shall include clean-up, bodily injury, property damage, and legal defense expense for sudden and accidental pollution conditions. Pollution conditions shall include the discharge, dispersal, release, or escape of dust, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases,

waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water, which result in any bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; and/or property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed (any such incident referred to herein as a "Pollution Incident"). Pollution Liability coverage shall apply to the cost of defending any claims arising from a Pollution Incident including costs, charges, and expenses incurred in the investigation, adjustment, or defense of such claims. In addition, coverage shall apply to pollution liability arising out of transportation, including hazardous materials or regulated substances transported or utilized by Seller.

- f) Marine Liability & Maritime Employers Liability, if required under law, coverage with limits of Five Million Dollars (\$5,000,000) each occurrence, shall include protection & indemnity, landing owners', stevedoring, wharfingers, and Jones Act, including coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs; provided that if all of the work that falls within such exclusion is performed solely by Seller's subcontractors, then Seller may satisfy this requirement by requiring all applicable subcontractors to carry this coverage. Coverage will be primary and non-contributing.

§12.3 Seller's Contractor's Insurance. Seller requires its harbor services contractor to carry the following insurance coverages with minimum limits listed below:

- (a) Commercial General Liability Insurance and Excess (Umbrella) Liability Insurance having minimum limits totaling \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate, for death, bodily injury, and property damage, which shall include coverage for, but not be limited to, (i) premises operations, (ii) contractual liability, (iii) cross-liability, and (iv) products and completed claims.

- (b) Protection and Indemnity Liability Insurance having a minimum limit of \$1,000,000.00 each occurrence. This coverage shall include, but not be limited to, (i) crew (including wages, maintenance, and care), (ii) collision liability, (iii) tower's liability, and (iv) removal of wreck. Should the Protection and Indemnity Coverage not include crew coverage, then a separate Primary Maritime Employers Liability policy with a minimum of \$1,000,000.00 per occurrence shall be obtained, including Jones Act.

- (c) Pollution Insurance, either by endorsement to the appropriate insurance named above or by separate insurance, in the form written by the Water Quality Syndicate (WQIS) or equivalent, having a minimum limit of \$1,000,000.00.

- (d) Excess Umbrella Liability Insurance. Contractor shall obtain Umbrella Liability Insurance covering Marine Exposure (including Employers Liability) in excess of (b) and (c) above in an amount of not less than \$4,000,000.00.

(e) Contractor also shall, at its own expense, carry and maintain or self-insure where qualified Workers' Compensation and Longshoremen's Harbor Workers' Compensation Act Insurance covering its employees at the harbor.

12.4 Coverage Conditions. Except with regard to workers' compensation, Seller shall name Buyer and all of its affiliates as additional insured. All policies will waive any rights of subrogation against Buyer and all of its affiliates and their insurance carriers respecting losses or claims arising from performance hereunder. All policies will be primary/non-contributory in favor of Buyer.

12.5 Quality of Insurance Coverage. The policies shall be written by insurance companies which have a Best Rating of not less than "A -, VII-". These policies shall not be materially changed or canceled except with 30 Days' written notice to Buyer from Seller and Seller's insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to the following recipient: Attention: Manager, LGE and KU Fuels, LG&E and KU Services Company, 220 W. Main St., Louisville, Kentucky 40202.

12.6 Reserved.

12.7 Claims Made Policies. For any of the foregoing policies that are issued on a claims made basis,

- a) Such policy shall have a retroactive date satisfactory to Buyer. For retroactive date to be satisfactory, the date needs to be prior to the commencement of any work done on behalf of Buyer.
- b) After termination of this Agreement, Seller shall maintain such policies in place (and/or provide comparable tail coverage) for at least two years after all of Seller's obligations under all contracts with Buyer have been fulfilled.

12.8 Reserved.

12.9 Certificates of Insurance.

- a) Seller shall provide certificates of insurance to Buyer for each policy of insurance required above and evidence the items noted below.
- b) Each certificate shall properly identify the certificate holder as Buyer.
- c) Under no circumstances shall Buyer commence work under the Agreement (or allow any subcontractor to commence work) prior to submitting certificate(s), evidencing that the required insurance of Seller is acceptable to Buyer. Buyer retains the right to waive this requirement at its sole discretion.
- d) Certificate shall evidence 30 days prior notice of cancellation.
- e) Certificate shall verify additional insured status on all coverages outlined above.
- f) Certificate shall verify Blanket Waiver of Subrogation;

- i. All policies of insurance shall include waivers of subrogation, under subrogation or otherwise, against Buyer and its affiliates, except where not allowable by law.
- g) Certificate shall verify Primary/Non-contributory wording in favor of Buyer.
- h) Certificate shall identify policies that are written on a Claims-Made coverage form and shall state the retroactive date.

12.10 Seller's Insurance. Each policy of insurance required to be maintained by Seller under this Agreement (except the Workers' Compensation and Employer's Liability Policy) shall cover all losses and claims of Seller covered by such policy regardless of whether they arise directly to Seller or indirectly through subcontractors (e.g., Seller's Commercial General Liability policy must cover Seller and additional insureds against negligent acts of Seller's subcontractor). The language in this Agreement only represents minimum insurance requirements; it does not mitigate or reduce liability required by the indemnity agreement, nor should it be deemed to be the full responsibility of Seller or Seller's subcontractor for liability. 12.11 Buyer's Insurance. Buyer agrees to maintain insurance coverage of the same types and amounts for 12.2(a), 12.2(b), 12.2(c), and 12.2(d) noted above, and observe the same requirements noted in this Section 12 with regard to such insurance coverages.

SECTION 13. TERMINATION FOR DEFAULT.

Subject to the provisions of §6.4, if either party hereto commits a material breach of any of its obligations under this Agreement at any time, including, but not limited to, a breach of a

representation and warranty set forth herein, then the other party may give written notice describing such breach ("Notice of Default"). If such material breach is not curable or the breaching party fails to cure such material breach within thirty (30) days (five (5) working days for nonpayment of amounts due) following receipt of the Notice of Default then, at the option of the non-breaching party, this Agreement shall terminate, in addition to all the other rights and remedies available to the non-breaching party under this Agreement and at law and in equity.

SECTION 14. TAXES, DUTIES AND FEES.

Seller shall pay when due, and the price set forth in Section 8 of this Agreement shall be inclusive of, all taxes, duties, fees, royalties and other assessments of whatever nature imposed by governmental authorities with respect to the transactions contemplated under this Agreement.

SECTION 15. DOCUMENTATION AND RIGHT OF AUDIT.

Seller and Buyer shall maintain all records and accounts pertaining to payments, quantities, quality analyses, and source for all coal supplied under this Agreement for a period lasting through the term of this Agreement and for two (2) years thereafter. Seller and Buyer shall have the right to audit, copy and inspect such records and accounts at any reasonable time upon reasonable advance notice during the term of this Agreement and for two (2) years thereafter. Each party shall be responsible for all costs associated with the cost of travel related to this Section 15.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY. To the extent applicable, Seller and Buyer shall comply with all of the following provisions which are incorporated herein by reference: Equal Opportunity regulations set forth in 41 CFR § 60-1.4(a) and (c) prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin; Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR § 50-250.4 relating to the employment and advancement of disabled veterans and veterans of the Vietnam Era; Rehabilitation Act regulations set forth in 41 CFR § 60-741.4 relating to the employment and advancement of qualified disabled employees and applicants for employment; the clause known as “Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals” set forth in 15 USC § 637(d)(3); and subcontracting plan requirements set forth in 15 USC § 637(d).

SECTION 17. COAL PROPERTY INSPECTIONS. Buyer and its representatives, and others as may be required by applicable laws, ordinances and regulations in connection with Buyer (“Visitors”) shall have the right, upon reasonable advance notice to Seller, and at their own risk and expense to inspect the Coal Property, including the loading facilities, scales, sampling system(s), wash plant facilities, and mining equipment (collectively “Facilities”) for conformance with this Agreement. All Visitors shall comply with Seller’s regulations and rules regarding conduct on the work site (to the extent they are made known to Visitors prior to entry), as well as safety measures mandated by state or federal rules, regulations

and laws. Buyer understands that coal mines and related facilities are inherently high-risk environments. Buyer's inspection (or failure to inspect) the Coal Property or Facilities or to object to defects therein shall not relieve Seller of any of its responsibilities nor be deemed to be a waiver of any of Buyer's rights hereunder.

SECTION 18. MISCELLANEOUS.

§18.1 Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws that would result in the application of the laws of any other jurisdiction, and all questions of performance of obligations hereunder shall be determined in accordance with such laws.

§18.2 Headings. The section headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

§18.3 Waiver. The failure of either party to insist on strict performance of any provision of this Agreement, or to take advantage of any rights hereunder, shall not be construed as a waiver of such provision or rights.

§18.4 Remedies Cumulative. Remedies provided under this Agreement shall be cumulative and in addition to other remedies provided under this Agreement or by law or in equity.

§18.5 Severability. If any provision of this Agreement is found contrary to law or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in

accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.

§18.6 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

§18.7 Relationship of the Parties. Seller agrees that it is not and will not hold itself out as a partner, joint venture, employee, agent or representative of Buyer. Nothing herein contained shall be construed as creating a single enterprise, joint venture, agency, partnership, joint employer, owner-contractor, or lessor-lessee relationship between Buyer and Seller or between Buyer and Producer.

§18.8 Several Liability. LG&E and KU shall be severally but not jointly liable for obligations of Buyer hereunder, and each shall be liable only for such obligations as set forth in Section 1(b).

§18.9 Limitation of Remedies. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND EXCEPT TO THE EXTENT A CLAIM, DEMAND, LOSS, OR LEGAL ACTION ("CLAIM") BROUGHT BY A THIRD PARTY INCLUDES ONE OR MORE SUCH ITEMS FOR WHICH THERE IS AN INDEMNITY OBLIGATION UNDER THIS AGREEMENT WITH RESPECT TO SUCH CLAIM, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, LOST REVENUES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

§18.10 Forward Contract. The parties agree that the transactions for the sale and purchase of coal hereunder are and shall constitute “forward contracts,” and that the parties hereto are and shall be considered “forward contract merchants” within the meaning of the United States Bankruptcy Code.

§18.11 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of the executed signature pages by facsimile transaction will constitute effective and binding execution and delivery of this Agreement.

§18.12 Assignment.

(a) Seller shall not, without Buyer’s prior written consent, which may be withheld in Buyer’s sole discretion, make any assignment or transfer of this Agreement, by operation of law or otherwise, including without limitation any assignment, encumbrance or transfer as security for any obligation, and shall not assign or transfer the performance of or right or duty to perform any obligation of Seller hereunder; provided, however, that Seller may assign the right to receive payments for coal directly from Buyer to a lender as part of any accounts receivable financing or other revolving credit arrangement which Seller may have now or at any time during the term of this Agreement.

(b). Buyer shall not, without Seller's prior written consent, which may not be unreasonably withheld, assign this Agreement or any right or duty to perform any obligation of Buyer hereunder; except that, without such consent, Buyer may assign this Agreement in connection with a transfer by Buyer of all or a part interest in the generating station comprising the Delivery Point, or as part of a merger or consolidation involving Buyer.

(c) Any transaction or series of transactions which results in the transfer of a controlling interest in Seller (other than a transfer of a controlling interest to another wholly-owned subsidiary or affiliate of Contura Energy, Inc.), whether such transfer is voluntary, involuntary or by operation of law, shall be deemed an assignment for which appropriate consent as required by this section shall be required, unless such transfer would not materially impair Seller's ability to perform its obligations under this Agreement.

(d). In the event of an assignment or transfer contrary to the provisions of this section, the non-assigning party may terminate this Agreement immediately.

(e). The parties acknowledge that Buyer's performance of its rights and obligations pursuant to this Agreement may be performed by one or more agents, including without limitation LG&E and KU Services Company.

§18.13 Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof, and there are no representations, understandings or agreements, oral or written, which are not included herein.

§18.14 Amendments. Except as otherwise provided herein, this Agreement may not be amended, supplemented or otherwise modified except by written instrument signed by both

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parties hereto. The parties agree and confirm that the terms of this Agreement shall govern and control the subject matter hereof, notwithstanding the terms and provisions (including any conflicting terms or provisions) of any plan of reorganization, assignment or arrangement for creditors, or any order confirming such plan assignment or arrangement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending it to be binding as of the date(s) indicated below and to be performed as set out herein.

BUYER:
LOUISVILLE GAS AND ELECTRIC
COMPANY

By: *Paul S. Sider*
Title: V.P. Energy Supply and Analysis
Date: 7-25-19

*PPF
etl*

SELLER:
CONTURA COAL SALES, L/C

By: *[Signature]*
Title: SVP - Thermal Coal Sales
Date: 07/23/2019

KENTUCKY UTILITIES COMPANY

By: *Paul S. Sider*
Title: V.P. Energy Supply and Analysis
Date: 7-25-19

*PPF
etl*

SCHEDULE 1 TO COAL SUPPLY AGREEMENT

SAMPLE COAL PAYMENT CALCULATIONS -

For contracts supplied from multiple "origins", each "origin will be calculated individually.

<u>Section I</u>	<u>Base Data</u>
1) Base or Adjusted Base FOB Price Per Ton:	\$40.00 /ton
1a) Tons of coal delivered:	_____ tons
2) Typical average heat content:	13000 BTU/LB.
2a) As received monthly avg. heat content:	_____ BTU/LB.
2b) Total BTU's unloaded in the month:	_____ MMBTU's
3) Typical monthly avg. max. sulfur	2.575 LBS/MMBTU
3a) As received monthly avg. sulfur	_____ LBS/MMBTU
4) Typical monthly avg. ash	6.73 LBS/MMBTU
4a) As received monthly avg. ash	_____ LBS/MMBTU
5) Typical monthly avg. max. moisture	5.38 LBS/MMBTU
5a) As received monthly avg. moisture	_____ LBS/MMBTU
6) BTU True Up: $\{[(\text{line } 2a - \text{line } 2)] \div \text{line } 2\} \times \text{line } 1$	_____ Dollars/Ton
6a) BTU True Up Dollars (line 6 x line 1a)	_____ Dollars
<u>Section II</u>	<u>Discounts</u>
7) Assign a (-) to all discounts (round to (5) decimal places) BTU/LB.: If line 2a < 12,800 BTU/LB then: $\{1 - \{(\text{line } 2a) / (\text{line } 2)\} \} \times \$0.2604/\text{MMBTU}$ $\{1 - () / ()\} \times \$0.2604 =$	\$ _____ /MMBTU
7a) SULFUR: If line 3a is greater than 2.75 LBS/MMBTU $[(\text{line } 3a) - (\text{line } 3)] \times 0.1232/\text{LBS/MMBTU}$ $[() - ()] \times 0.1232 =$	\$ _____ /MMBTU
7b) ASH: If line 4a is greater than 7.50 LBS/MMBTU $[(\text{line } 4a) - (\text{line } 4)] \times 0.0083/\text{LBS/MMBTU}$ $[() - ()] \times 0.0083 =$	\$ _____ /MMBTU
7c) MOISTURE: If line 5a is greater than 6.92 LBS/MMBTU $[(\text{line } 5a) - (\text{line } 5)] \times 0.0016/\text{LBS/MMBTU}$ $[() - ()] \times 0.0016 =$	\$ _____ /MMBTU

<u>Section III</u>	<u>Total Price Adjustments</u>
Determine total Discounts as follows:	
8) BTU/Lb Discount Dollars (line 7 x line 2b)	\$ _____ Dollars
9) Sulfur Discount Dollars (line 7a x line 2b)	\$ _____ Dollars
10) Ash Discount Dollars (line 7b x line 2b)	\$ _____ Dollars
11) Moisture Discount Dollars (line 7c x line 2b)	\$ _____ Dollars
12) Total Discount Dollars: Sum of lines 8 thru 11:	\$ _____ Dollars
<u>Total Coal Payment Calculation</u>	
13) Total coal payment for month: [(line 1 x line 1a) + line 6a] – line 12	\$ _____ Dollars

EXHIBIT I
GUARANTY AGREEMENT

This Guaranty Agreement (the "Guaranty") is made by **Contura Energy, Inc.**, a Delaware corporation, with its principal office at 340 Martin Luther King Jr. Blvd., Bristol, Tennessee 37620 ("Guarantor"), in favor of **Louisville Gas and Electric Company and Kentucky Utilities Company**, both Kentucky corporations, with offices at 220 West Main Street, Louisville, Kentucky 40202 (collectively, "Counterparty").

WHEREAS, **Contura Coal Sales, LLC** (the "Company"), as Seller, and Counterparty, as Buyer, have entered into Coal Supply Agreement dated July 23, 2019 (the "Agreement"); and

WHEREAS, Guarantor, as the indirect parent of Company, has agreed to enter into this Guaranty to provide assurance for the performance of Company's obligations in connection with the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty.** Guarantor hereby unconditionally and absolutely guarantees the punctual payment when-due of Company's present and future payment obligations arising under the Agreement (even if such payment obligations constitute or relate to the payment of damages arising from Company's (i) breach of or default under, or (ii) indemnification obligations under, the Agreement), as such Agreement may be amended or modified from time to time (collectively, the "Guaranteed Obligations"); provided, however, that the total liability of Guarantor hereunder, regardless of any amendment or modification to the Agreement, is limited to all amounts that are or may be owed by Company to Counterparty under the Agreement. Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only and Guarantor shall have no obligation to perform any other obligation under the Agreement, including, without limitation, to sell, deliver, supply or transport coal or any other commodity.

2. **Guaranty Absolute.** The liability of Guarantor under this Guaranty shall be absolute and unconditional irrespective of:

- (a) any defect or deficiency applicable to Company in the Agreement or any other documents executed in connection with the Agreement; or

- (b) any change in the time, manner, terms or place of payment of all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Agreement or any other agreement or instrument executed in connection therewith; or
- (c) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by Counterparty to exercise, in whole or in part, any right or remedy held by Counterparty with respect to the Agreement or any transaction under the Agreement; or
- (d) any change in the existence, structure or ownership of Guarantor or Company, or any change in the insolvency, bankruptcy, reorganization or other similar proceeding affecting Company or its assets.

The obligations of the Guarantor hereunder are several from Company or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for Counterparty, in order to enforce payment by Guarantor under this Guaranty, to exhaust its remedies against Company, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by Counterparty upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Company or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Company or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made. For the avoidance of doubt, the foregoing sentence shall control in the event of any conflict between the foregoing sentence and Section 2(d) above.

3. [Not used].

4. **Waiver.** This is a guaranty of payment and not of collection. Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by Counterparty in reliance hereon or in connection herewith;

- (b) notice of the entry into the Agreement between Company and Counterparty; or any waiver of consent under any Agreement, including waivers of the payment and performance of the obligations thereunder;
- (c) notice of any reduction or rearrangement of Company's obligations under the Agreement or any extension of time for the payment of any sums due and payable to the Counterparty under the Agreement;
- (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations; and
- (e) any requirement that suit be brought against, or any other action by Counterparty be taken against, or any notice of default or other notice be given to, or any demand be made on Company or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

5. **Expenses.** Guarantor agrees to pay on demand any and all reasonably incurred, documented, out-of-pocket costs, including reasonable and documented legal fees and expenses, and other expenses reasonably incurred and documented by Counterparty in enforcing Guarantor's payment obligations under this Guaranty; provided that the Guarantor shall not be liable for any expenses of Counterparty if it is not successful in such enforcement action.

6. **Subrogation.** Upon payment of any of the Guaranteed Obligations, Guarantor shall be subrogated to all rights of Counterparty against Company in respect of any amounts paid by Guarantor pursuant to the Guaranty.

7. **Reservation of Defenses.** Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a guaranty. Guarantor does specifically reserve the right to assert defenses which Company may have to payment of any Guaranteed Obligation, except for defenses (if any) specifically waived by the Agreement or based upon the lack of power, authority or authorization of Company to execute, enter into and/or perform the Agreement.

8. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon receipt, when mailed by

U.S. mail, registered or certified, return receipt requested, postage prepaid, or sent by facsimile or recognized overnight courier service, or personally delivered. Notices shall be sent to the following addresses:

If to Counterparty:

Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202
Attn: Director Corporate Fuels and By-Products

Kentucky Utilities Company
220 West Main Street
Louisville, Kentucky 40202
Attn: Director Corporate Fuels and By-Products

If to Guarantor:

Contura Energy, Inc.
340 Martin Luther King Jr. Blvd.
Bristol, TN 37620
Attn: SVP – Treasury
Facsimile No: (423) 573-0448

9. Demand and Payment. Any demand by Counterparty for payment hereunder shall be in writing, signed by a duly authorized representative of Counterparty and delivered to the Guarantor pursuant to Section 8 hereof, and shall (a) reference this Guaranty and specifically identify Company, (b) reasonably and briefly specify in what manner and what amount Company has failed to pay the Guaranteed Obligations and an explanation of why such payment is due and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.

10. No Waiver: Remedies. Except as to applicable statutes of limitation, no failure on the part of Counterparty, Guarantor or Company to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

11. **Term: Termination.** This Guaranty shall be effective as of the Effective Date and shall remain in full force and effect until December 31, 2023. Notwithstanding the foregoing, upon termination or expiration hereof for any reason, Guarantor agrees that the obligations and liabilities hereunder shall continue in full force and effect with respect to any Guaranteed Obligations that have accrued or been contracted for prior to the termination or expiration date.

12. **Assignment: Successors and Assigns.** Counterparty may, upon notice to Guarantor, assign its rights hereunder without the consent of Guarantor. Guarantor may assign its rights hereunder with the prior written consent of Counterparty, which consent shall not be unreasonably withheld. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. **Amendments, Etc.** A written amendment executed by the Guarantor only may (a) increase the guaranty limit specified herein (if applicable); (b) add additional transactions to be covered by this Guaranty; and/or (c) extend the termination date of this Guaranty. No other amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Counterparty. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by Counterparty. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

14. **Captions.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

15. **Representation and Warranties.**

The Guarantor represents and warrants as follows:

- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.
- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to

enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting Counterparty's rights and to general equity principles.

16. **Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

17. [Not Used].

18. **Governing Law.** THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW.

19. **Cancellation of Prior Guaranties.** By acceptance of this Guaranty, the Counterparty acknowledges and agrees that this Guaranty cancels, replaces, revokes, supersedes and renders null and void any and all prior guaranties provided by Guarantor in favor of Counterparty, prior to the date hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of the 23rd day of July, 2019 ("Effective Date").

Guarantor: Contura Energy, Inc.

By: C. Andrew Eidson

Name: C. Andrew Eidson

Title: Interim Co-Chief Executive Officer,
Chief Financial Officer and Treasurer

ACKNOWLEDGED, ACCEPTED, AND AGREED TO BY:

Counterparty: Louisville Gas and Electric Company
Kentucky Utilities Company

By: Daljit Singh *etl*

Title: V.P. Energy Supply and Analysis

Date: 7-25-19