



Fuel Supplier: Alliance Coal, LLC

Fuel Type: Coal Supply

Contract No: BRE-21-005

**Description: Coal Supply Agreement –
Effective August 09, 2021 –
December 31, 2021**

Spot Coal Supply Agreement

Date: August 13, 2021

Transaction Number: BRE-21-005

Seller: Alliance Coal, LLC
1717 S. Boulder Avenue, Suite 400
Tulsa, OK 74119

Attn: Mr. Tony Rowser
G.M. Sales – Central Region

Phone: (219) 670-4236

Electronic Mail: tony.rowser@arlp.com

Buyer: Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420

Attn: Manager, Fuel Procurement

Phone: (270) 844-6119

Electronic Mail: vicky.payne@bigrivers.com

This Spot Coal Supply Agreement (“Agreement”) is between Alliance Coal, LLC (“Alliance”), River View Coal, LLC (“Producer”) (hereinafter collectively referred to as “Seller”), and Big Rivers Electric Corporation (“Buyer”) (each a “Party” together as “Parties”) and establishes the terms and conditions pursuant to which the Buyer shall purchase and the Seller shall sell steam coal (“Coal”) of the qualities and quantities described herein. The following terms constitute all of the terms and conditions of the binding agreement between the Parties regarding this transaction. Seller agrees to sell and deliver, and Buyer agrees to buy and accept Coal of the quality, quantity, price, and on the terms and conditions stated in this Agreement.

- Product:** The Coal supplied under this Agreement shall be substantially free from any extraneous material including, but not limited to, slate, rock, wood, mining materials, metal, steel, etc. (“Debris”) and otherwise shall meet the Specifications of this Agreement.
- Source:** Seller shall mine and supply the fully washed Coal sold hereunder from its owned and controlled operations known as the River View underground mine in Union County, Kentucky (the “Source”), which reserves are comprised of the #9 and #11 geological seam (the “Coal Property”). All Coal sold hereunder shall comply with all the terms and conditions hereof, including without limitation, the quality specifications provided. Seller represents and warrants that, when delivered to Buyer, the coal will be free and clear of all liens and encumbrances and Buyer shall have good and marketable title to the delivered coal.
- Delivery Point:** The River View Dock, mile point 842.9 on the Ohio River near Waverly, Kentucky (the “Barge Delivery Point”). The Coal shall be delivered at the Barge Delivery Point.
- Base Price:** The Base Price for the Coal to be supplied hereunder shall be (\$/MMBTU):

Base Price F.O.B. Barge Delivery Point: \$2.2926/MMBTU

The Base Price listed above is inclusive of all taxes, duties, fees, costs, and other assessments of whatever nature imposed by governmental authorities with respect to the Coal sold hereunder and the transactions contemplated under this Agreement.
- Quantity:** Seller shall supply 100,000 short tons (2,000 pounds avoirdupois) ratably during the Term hereof.
- Term/Schedule:** The term of this Agreement shall extend from August 9, 2021 through December 31, 2021. Seller and Buyer shall mutually agree upon a reasonably ratable delivery schedule.
- Title:** Title to and risk of loss of Coal sold hereunder will pass to Buyer and the Coal will be considered to be delivered when the barges containing the Coal are in the possession of Buyer’s barging contractor and are moved clear and free from the Delivery Point.

Barge Delivery:

Buyer or its contractor shall furnish suitable barges in accordance with a delivery schedule provided by Buyer to Seller. Seller shall ensure that rake barges are loaded to a minimum tonnage of 1,550 tons per barge and box barges are loaded to a minimum tonnage of 1,650 tons per barge, unless river conditions are such that lesser amounts must be loaded. In the event lesser amounts are loaded, notice of light loading and river condition requirements for such light loading shall accompany Seller's shipment notice. Seller shall arrange and pay for all costs of washing, preparing, and transporting the Coal to the staging areas for loading of barges, including any accompanying fleeting and/or shifting fees and/or expenses, and for loading and trimming the Coal into barges to the proper weight and the proper distribution of Coal within the barges. Buyer shall arrange for transporting the Coal from the F.O.B. Barge Delivery Point to Buyer's generating station(s) and shall pay for the cost of such transportation. Seller shall be responsible for any delay costs, demurrage, or other penalties: (i) assessed by Buyer's barging contractor for delays caused directly by Seller in handling the scheduling of shipments with Buyer's barging contractor, or any other delays for which Seller is directly responsible, or (ii) assessed against Buyer and directly caused by Seller for actual charges or costs incurred by Buyer which accrue at the Delivery Point, including without limitation delay penalties, demurrage, penalties for loading less than the specified minimum tonnages in each barge or other penalties assessed for barges not loaded in conformity with applicable requirements. If, in the reasonable opinion of the Seller or its representative, the supplied barges appear unseaworthy and/or contain an excess of residual material, which makes them unsuitable for loading, it will be the responsibility of Buyer or its contractor to remove such unseaworthy barge or remove any residual material from the supplied barges at Buyer's expense. In such case, Seller shall not be responsible for any cost associated with such delay. Seller shall require of the loading operator that the barges provided by Buyer or Buyer's contractor be provided convenient and safe ingress, transit, berth, loading, and egress while the barges are at the Seller's and/or affiliates' dock. While the barges are in the care and custody of the loading dock, Seller shall ensure, at its expense, that 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 that any water in the cargo boxes of the barges shall be pumped out by a loading dock operator prior to loading. Seller hereby represents and warrants, and shall provide acceptable certificates to Buyer that the loading dock operator carries Landing Owners / Stevedoring / Wharfinger's Liability insurance with basic coverage of not less than \$1,000,000.00 and Seller shall provide evidence thereof to Buyer in the form of certificate of insurance from the insurance carrier or an acceptable certificate of self-insurance with a requirement for thirty (30) days advance notification to Buyer in the event of a termination or reduction in coverage under the insurance. Repair for any damage caused by Seller's contractor(s), the dock operator, Seller or its affiliates occurring at the Barge Delivery Point to Buyer's or Buyer's contractor's barges shall be at the expense of Seller. Seller shall ensure that barge decks shall be swept clean of any debris and ready for Buyer or Buyer's contractor to pick-up the loaded barges upon Seller's notification.

Shipment:

As used herein, a "Shipment" shall mean one (1) fully loaded barge of Coal. Buyer shall not be responsible for improperly loaded barges as Seller controls the barge loading processes. Furthermore, Buyer has the right to refuse delivery of over-weight or improperly "trimmed" barges.

Specifications:

The Coal delivered from the Coal Property shall conform to the following specifications on an "as-received" basis, upon testing in accordance with the American Society of Testing and Measurement (hereinafter referred to as "A.S.T.M.") standards:

<u>Quality Specifications</u>	<u>Guaranteed Monthly Weighted Average</u>	<u>Rejection Limits (per Shipment)</u>
BTU/LB.	Min. 11,450	< 11,150
Ash	Max. 8.38 lbs./MMBTU	> 9.26 lbs./MMBTU
Moisture	Max. 11.09 lbs./MMBTU	> 12.40 lbs./MMBTU
Sulfur	Max. 2.62 lbs./MMBTU	> 2.84 lbs./MMBTU

Seller acknowledges its part in reasonable and workmanlike quality control and as such, Seller shall not take advantage of Buyer's good faith by delivering Coal that is substantially above or below, as applicable, the Guaranteed Monthly Weighted Averages and the per shipment Rejection Limits.

Sampling and Analysis:

The sampling and analysis of Coal delivered hereunder shall be performed by Seller for barge Shipments at the Barge Delivery Point and the results thereof shall be used for the quality and characteristics of the Coal delivered under this Agreement unless another method is mutually agreed upon by the Parties, or unless Buyer requests a Referee Sample as provided for below. Seller or Seller's contractor shall be responsible for obtaining the Coal sample. Seller shall provide analyses from its or its contractor's laboratory to Buyer at Seller's expense and in accordance with A.S.T.M. practices and procedures. Samples for analyses: (i) shall be taken by the most current industry-accepted standard for the mechanical sampling system in place; (ii) shall be mutually acceptable to both parties; (iii) may be composited per Shipment; and (iv) shall be taken with a frequency and regularity sufficient to provide reasonably accurate representative samples of the deliveries made hereunder. Buyer acknowledges that it is familiar with the sampling and analysis practices to be utilized by Seller hereunder, and confirms that it is acceptable. Seller shall notify Buyer in writing of any significant changes in its sampling and analysis practices. Any such changes in sampling and analysis practices shall, except for industry accepted changes in practices, provide for no less accuracy than the sampling and analysis practices existing at the time of the execution of this Agreement, unless the parties otherwise mutually agree. Seller shall maintain its sampling devices pursuant to the manufacturer's recommendations and/or industry standard(s) (whichever process is superior pursuant to A.S.T.M.) and shall have the sampling system(s) inspected at reasonable frequency by an independent firm and maintained per such subsequent observations and recommendations for proper functioning to ensure performance and collection of unbiased representative samples.

Each sample taken shall be divided into four (4) parts and put into airtight containers, properly labeled and sealed. One part shall be used for analysis; one part shall be used as a check sample, if a party in its sole judgment determines it is necessary; one part shall be retained until the twenty-fifth (25th) of the month following the month of unloading (the "Disposal Date") and shall be delivered to a requesting party for analysis if so requested before the Disposal Date; and one part ("Referee Sample") shall be retained until the Disposal Date. The Seller shall provide the Buyer analysis via electronic copy or copies of all analyses within two (2) days of completion. Seller shall provide a Monthly Weighted Average of the quality specifications for presentation to Buyer by the tenth (10th) day of the month following the month of unloading. Buyer, upon reasonable notice, shall have the right to have a representative present to observe the sampling and analyses performed. Unless Buyer requests a Referee Sample analysis before the Disposal Date, the analyses of the Seller shall be used to determine the quality of the Coal delivered hereunder. The Monthly Weighted Averages shall be determined by utilizing the individual Shipment analyses and the weight of each Shipment.

If any dispute arises before the Disposal Date, the retained Referee Sample 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, a dispute shall be deemed not to exist and the party obtaining the analysis shall prevail and the analysis of the Independent Lab shall be disregarded if the analysis of the Independent Lab differs from the party obtaining the analysis by an amount equal to or less than:

- (i) 0.50% moisture
- (ii) 0.50% ash on a dry basis
- (iii) 100 Btu/lb. on a dry basis
- (iv) 0.10% sulfur on a dry basis.

For each coal quality specification in question, if the analysis of the Independent Lab differs from the Seller's analysis by an amount more than the amounts listed above, then the analysis of the Independent Lab shall prevail and the analysis of the Seller shall be disregarded. The cost of the analysis made by the Independent Lab shall be borne by the Buyer to the extent that the Seller's analysis prevails and by the Seller to the extent that the analysis of the Independent Lab prevails.

Rejection:

Buyer has the right, but not the obligation, to reject any Shipment which fail(s) to conform to the Rejection Limits set forth above. Buyer must reject such Coal within seventy-two (72) hours of receipt of the coal analysis provided for above or such right to reject is waived. Buyer has the further right, but not the obligation, to reject at any time, any Shipment which contains Debris or cannot be transported through the generating station's material handling system as reasonably determined by Buyer.

In the event Buyer rejects a Shipment based upon Debris, or a determination that such Coal cannot be transported through the generating station's material handling system, title to and risk of loss with respect to the Coal shall be considered to never have passed to Buyer and Buyer may, at its sole option, stop any remaining loading of barges, or barges that are in route, prevent the unloading of such barges, return the Coal to Seller, or mutually agree with Seller upon a disposition for such barge loads of Coal, all at Seller's cost and risk.

With respect to Shipments which fail to meet the Rejection Limits set forth above, the Parties recognize that segregation of such Coal, or its removal from the premises, is not reasonably possible; however, at Buyer's option, the Parties shall confer for the purposes of reaching an agreement on an adjustment to the Base Price to be paid for such Coal. In addition, Buyer has the right to use the non-conforming Shipment for any purpose for which it could use a conforming Shipment, and Seller shall reimburse Buyer for any damages, penalties, costs or charges, including reasonable attorney's fees, associated with or use of the non-conforming Shipment. Buyer shall provide Seller with a written calculation of any such damages, penalties, costs or charges within thirty (30) days after receipt of the coal analysis, or as soon as practicable thereafter. Seller shall make payment to Buyer within thirty (30) days of receipt of the written calculation.

Any Shipment rejected because of Debris or because Coal cannot be transported through the generating station's material handling system shall be considered a rejectable Shipment. Any Shipment which fails to meet the Rejection Limits set forth above also shall be considered a rejectable Shipment, regardless of whether Buyer accepts or rejects said Shipment.

The remedies set forth herein are in addition to all of Buyer's other remedies under this Agreement and under applicable law and in equity for Seller's breach of any of its obligations under this Agreement.

If Buyer fails to reject a Shipment of non-conforming Coal which it had the right to reject for failure to meet any or all of the Rejection Limits set forth above or because such Shipment contained Debris or Coal that cannot be transported through the generating system's material handling system, then such non-conforming Coal shall be deemed acceptable by Buyer; however the quantity Seller is obligated to sell to Buyer under the Agreement shall be reduced by the amount of each such non-conforming Shipment which is not rejected. Further, for Shipments which included barge loads containing Debris, the estimated weight of such Debris shall be deducted from the weight of that Shipment.

Suspension:

If the Coal sold hereunder during one month fails to meet two or more of the Guaranteed Monthly Weighted Average Specifications, or if four (4) Shipments loaded on non-consecutive days are rejectable in any thirty (30) day period, Buyer may upon written notice delivered to Seller via the electronic communication, at the email address set forth above, suspend future Shipments except Shipments already loaded into barges. Seller shall, within three (3) days after receipt of Buyer's notice, provide Buyer with reasonable assurances that subsequent monthly deliveries of Coal shall meet or exceed the Guaranteed Monthly Weighted Average Specifications, and that the Coal from the Source will exceed the Rejection Limits. If Seller fails to provide such assurances within said three (3) day period, Buyer may terminate this Agreement by giving written notice of such termination at the end of the three (3) day period. Buyer's failure to terminate after the end of such three (3) day period shall not constitute a waiver for a continuing default or for any subsequent defaults. 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 shipment. If Seller, after such assurances, fails to meet any of the Guaranteed Monthly Weighted Average Specifications, for any two (2) weeks during the next four (4) weeks or if three (3) shipments are rejectable within any two (2) weeks within the next four (4) week period, then Buyer may terminate this Agreement and exercise all its other rights and remedies under applicable law and in equity for Seller's breach. All costs, expenses or damages incurred by Buyer in obtaining Seller's assurance that subsequent deliveries will conform to the quality specifications shall be paid to Buyer by Seller.

Termination:

Except as provided in the Suspension section of this Agreement, 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 or warranty set forth herein, then the other party has the right to give written notice describing such breach and stating its intention to terminate this Agreement no sooner than three (3) days after the date of the notice (the "notice period"). If such material breach is curable and the breaching party cures such material breach within the notice period, then the Agreement shall not be terminated due to such material breach. If such material breach is not curable or the breaching party fails to cure such material breach within the notice period, then this Agreement may be terminated by the non-breaching party at the end of the notice period in addition to all the other rights and remedies available to the non-breaching party under this Agreement and at law and in equity. Notwithstanding the foregoing, this Agreement may be terminated due to the provisions of Suspension and/or Force Majeure, and if a Party elects to terminate this Agreement pursuant to those sections, the terminating Party shall not be required to comply with the provisions of this Termination section.

Weights:

The weight of the Coal delivered hereunder shall be determined by certified belt scales on a per Shipment basis by Seller at the Barge Delivery Point unless another method is mutually agreed upon by the parties.

Insurance:

Seller agrees to carry insurance coverage with minimum limits as follows:

- (1) Commercial General Liability, including Completed Operations and Contractual Liability, \$5,000,000 single limit liability.

- (2) Automobile General Liability, \$1,000,000 single limit liability.
- (3) Employer's Liability, \$1,000,000 single limit liability.
- (4) In addition, Seller shall carry excess liability insurance covering the foregoing perils in the amount of \$4,000,000 for any one occurrence.
- (5) Workers' Compensation with statutory limits.

If any of the above policies are written on a claim's made basis, then the retroactive date of the policy or policies will be no later than the effective date of this Agreement. Certificates of Insurance satisfactory in form to the Buyer and signed by the Seller's insurer or broker shall be supplied by the Seller to the Buyer evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the Buyer prior to any cancellation or reduction below the minimum coverage requirements under the policies. The Seller shall cause its insurer to waive its subrogation rights with respect to Buyer and Buyer's insurance carriers in connection with all losses or claims arising from performance hereunder. Evidence of such waiver satisfactory in form and substance to the Buyer shall be exhibited in the Certificate of Insurance mentioned above.

Payment Calculation: Payment shall be based solely upon the tonnage and information received pursuant to Specifications, Sampling, Analysis, and Weights.

Payment Terms: For all Coal delivered pursuant to the terms herein, and unloaded at the generating station(s) between the first (1st) and fifteenth (15th) days of any calendar month, Buyer shall make a partial payment for the amount owed for the Coal based upon the received BTU/lb. analysis through the fifteenth (15th) day of the month. Such partial payment shall be made by the twenty-fifth (25th) day of the month of unloading, except that, if the twenty-fifth (25th) day of the month is not a regular work day, payment shall be made on the next regular work day. All partial payments shall be calculated based upon the Base Price on a cents per MMBTU basis as calculated by the weighted-average BTU/lb. of the received BTU/lb. analysis through the 15th day of the calendar month. Seller shall invoice Buyer for all Coal delivered pursuant to the terms herein, and unloaded at the generating station(s) between the first (1st) and fifteenth (15th) days of any calendar month by the 20th of the month, based upon the Base Price on a cents per MMBTU basis as calculated by the weighted-average BTU/lb. of the received BTU/lb. analysis through the 15th day of the calendar month.

For all Coal delivered, as defined in herein, and unloaded at the generating station(s) between the sixteenth (16th) and the last day of any calendar month, Buyer shall make a payment for the amount owed for the Coal by the tenth (10th) day of the month following the month of unloading, except that, if the tenth (10th) is not a regular work day, payment shall be made on the next regular work day. Also by the tenth (10th) day of the month following the month of unloading of Coal at the generating station(s), a reconciliation of amounts paid via partial payment and amounts owed for all Coal delivered and unloaded during said month shall be made, including any adjustments for any applicable discounts or other adjustments provided herein, except that, if the tenth (10th) day of the month is not a regular work day, the reconciliation shall be made on the next regular work day. Seller shall invoice Buyer for all Coal delivered pursuant to the terms herein, and unloaded at the generating station(s) between the sixteenth (16th) and last day of any calendar month by the 5th day of the following month, based upon the Base Price on a cents per MMBTU basis as calculated by the weighted-average BTU/lb. of the received BTU/lb. analysis from the 16th day of the month through the end of the calendar month. In the event Seller notifies Buyer that a pattern has developed whereby payments are not being paid when due, as set forth herein, Buyer shall review its internal approval and payment procedures and remedy such payment practices, if any develop. Except as provided below, the amount of any correct invoice not paid within five (5) business days when due, shall bear interest at four percent (4.0%) per annum based from the date due until such time as the payment is made in full to Seller.

Seller's wiring instructions shall be forwarded to Buyer for payment via ACH method.

Disputes:

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 it otherwise in good faith disputes and (ii.) any amounts owed to Buyer from Seller. Buyer shall notify Seller promptly in writing of any such issue, stating the basis of its claim and the amount it intends to withhold. 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. Any disputed amounts withheld by Buyer that are later found to have been withheld improperly, other than amounts disputed resulting from errors, lack of documentation, or other related incident surrounding any disputed amount or similar legitimate and reasonable dispute, shall be subject to interest at four percent (4.0%) per annum based from the date due until such time as the payment is made in full to Seller.

Force Majeure:

If either party hereto is delayed in or prevented from performing any of its obligations or from utilizing the Coal sold under this Agreement, in whole or in part, due to causes or events beyond the reasonable control and without the fault or negligence of the party affected thereby, including, but not limited to, acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, mechanical or equipment failures or break-downs, fires, floods, or earthquakes, mine accidents that are solely responsible for delaying or preventing performance of Seller, roof falls, roof and floor intrusions, geologic pressure which traps equipment, underground flooding, build-up of methane gas or any other mining conditions which cause unusually dangerous and unsafe working conditions at the Source mine; extraordinary and unanticipated changes in coal seam characteristics at the Source mine related to a parting in the coal seam and/or a high sulfur pocket which requires Seller to retreat its affected mining units to other areas of its mining reserves at the Source mine, or reduced productivity at the Source mine resulting from a labor dispute, then the obligations of both parties hereto shall be suspended or terminated, to the extent made necessary by such event; provided that, the affected party gives prompt notice to the other party as early as practicable after the commencement or occurrence of the force majeure event, and not later than five (5) days after such commencement or occurrence, provides written notice to the other party describing the nature and probable duration of the force majeure event. Failure to give such notice and to furnish the designated information within the specified time period shall be deemed a waiver of the affected party's rights under Force Majeure for the period of time which exceeds five (5) days after such commencement or occurrence until such time written notice is furnished by the affected Party. The party declaring a force majeure event shall exercise due diligence to avoid the force majeure event or shorten its duration and will keep the other party advised as to the continuance of the force majeure event. Buyer reserves the right to purchase replacement Coal from other sources during the occurrence of a force majeure event affecting Seller. Seller shall have the right to sell Coal which the Buyer is unable to accept during an occurrence of force majeure affecting Buyer. Any tonnage deficiencies resulting from a Seller's or Buyer's declared force majeure event shall not be made up except by mutual agreement of the parties. In the event that a situation of force majeure continues for greater than twenty (20) days, then the party not claiming force majeure may elect to terminate this Agreement by giving written notice to the affected party. In the event of termination, neither party shall have any further liability to the other except for those obligations or liabilities which may have accrued with respect to performance or defaults prior to said termination.

Assignments:

Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, without the need to obtain consent from the other party (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber, or assign

this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements. In addition, either party may assign this Agreement to its parent company, an affiliated company, to an entity acquiring all or substantially all of the assets of that party, or for purposes of securing indebtedness, but no such assignment shall release the assigning party from the obligation to perform this Agreement, unless the other party consents thereto in writing.

Records:

Seller 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. Buyer or Buyer's representatives shall have the right, at no additional expense to Buyer, to audit, copy and inspect such records and accounts at any reasonable time upon reasonable notice at its expense during the term of this Agreement and for two (2) years thereafter.

Miscellaneous

This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky, and all questions of performance of obligations hereunder shall be determined in accordance with such laws.

This Agreement may be executed and conveyed to the other party by electronic means in any number of counterparts, each executed counterpart constituting as an original but altogether only one Spot Coal Supply Agreement.

Seller shall, upon reasonable notice by Buyer, make accommodations for Buyer and its representatives to review the mining, wash plant, scales, sampler, barge load-out, and other such facilities as are reasonably requested by Buyer, at Buyer's expense.

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

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 right.

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.

This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

Except as otherwise provided herein, the remedies provided under this Agreement shall be cumulative and in addition to other remedies provided under this Agreement or by law or in equity.

Seller hereby indemnifies and holds Buyer harmless from all losses, costs, demands, and expenses Buyer may incur in connection with claims made against Buyer by any brokers claiming by, through or on behalf of Seller arising from this 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.

Except as otherwise provided herein, this Agreement may not be amended, supplemented or otherwise modified except by written instrument signed by the parties hereto.

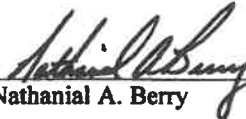
Confidentiality: Neither Buyer nor Seller shall disclose any of the terms and conditions hereof to any third party without the prior written consent of the other party, except where such disclosure may be required by law or in connection with judicial or administrative proceedings before courts, regulatory bodies, or agencies such as the Kentucky Public Service Commission involving a party hereto. The obligations of Buyer and Seller arising under this Confidentiality section shall continue for a period of three (3) years following termination or expiration of this Agreement.

Ethical Dealing: Each party represents and warrants that it has not given or received and shall not give or receive any commission, payment, kickback, secret rebate or other thing of value to or from any employee or agent of the other party or to any supplier of services in connection with this Agreement. Each party acknowledges that the giving or receiving of any such commission, payment, kickback, secret rebate or other thing of value constitutes a breach of ethical standards, is potentially violative of applicable law and may result in immediate termination of this and other outstanding agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

AGREED TO AND ACCEPTED BY:

BIG RIVERS ELECTRIC CORPORATION

By: 
Nathaniel A. Berry

Title: Vice President Production

Date: 8/13/21

ALLIANCE COAL, LLC

By: 

Title: SVA - Sales & Marketing

Date: 8/16/21

RIVER VIEW COAL, LLC

By: 

Title: SVA - Sales & Marketing

Date: 8/16/21