



## **CONFIRMATION AGREEMENT**

**Seller :**

**Alliance Coal, LLC**

**1717 South Boulder Avenue, Suite 400  
Tulsa, OK 74119**

Attn: Jared Griffith  
Vice President - Sales  
Tel. [REDACTED]  
Email: [REDACTED]

**Buyer :**

**Duke Energy Kentucky, Inc.**

**525 South Tryon Street, DEP-20A2  
Charlotte NC 28202**

Attn: Adam Pritchard  
Originator, Fuels & Systems Optimization  
Tel. [REDACTED]  
Email: [REDACTED]  
Ref. #: 35966

This confirms the agreement entered into to be effective as of the date executed as provided below, by and between Duke Energy Kentucky, Inc. ("**Buyer**") and Alliance Coal, LLC ("**Seller**"), Buyer and Seller shall be referred to individually as a "Party" and collectively as the "Parties," regarding the sale and purchase of coal (the "**Transaction**") under the terms specified herein.

This Coal Purchase Confirmation (the "**Confirmation**") constitutes an agreement for the sale and purchase of coal and constitutes a "Confirmation" under the Master Agreement (as defined below). This Confirmation supplements, forms part of, and is subject to, the Master Agreement for the Sale and Purchase of Coal dated as of January 1, 2017, as it has been or may be amended and supplemented from time to time between Seller and Duke Energy Business Services LLC as agent individually and separately for each of Duke Energy Carolinas, LLC; Duke Energy Kentucky, Inc.; Duke Energy Florida, LLC; Duke Energy Indiana, LLC; and Duke Energy Progress, LLC (the "**Master Agreement**"). For the avoidance of doubt, however, none of Duke Energy Business Services, LLC; Duke Energy Carolinas, LLC; Duke Energy Indiana, LLC; Duke Energy Florida, LLC; or Duke Energy Progress, LLC will have any rights, duties or obligations pursuant to this Confirmation. All provisions contained in the Master Agreement govern this Confirmation to the extent not in conflict with the terms hereof. The terms of this Confirmation shall prevail in the event of an inconsistency between the terms of this Confirmation and the Master Agreement. The Confirmation shall be effective on the date Buyer has executed this Confirmation. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

**Quote Date:** February 24, 2025

**Commodity:** Crushed coal, containing no synthetic fuels, and free from any extraneous materials, with no intermediate sizes added or removed and otherwise meeting the Specifications of this Confirmation.

**Term:** March 1, 2025 through December 31, 2025, inclusive (the “**Term**”).

**Contract Quantity:** Approximately 100,000 Tons

**Contract Price:** The Contract Price is \$46.50 USD per Ton of Coal delivered at the Delivery Point.

**Source:** Seller’s River View Mine in Union County, KY (“**Mine**” or “**Source**”)

**Delivery Point:** F.O.B. barge at Seller’s loading facilities (via the J.T. Myers Pool) located at MP 842.9 on the Ohio River

**Scheduling:** As mutually agreed to between Buyer, Seller, and the Terminal otherwise per the Master Agreement.

**Weighing/Sampling and Analysis:**

The following provisions supplant Section 7 of the Master Agreement:

Each Shipment shall be sampled at the load port by Seller’s appointed laboratory Standard Laboratories (the “**Independent Laboratory**”). The Independent Laboratory shall prepare one physical composite sample at the load port and divide the sample into four (4) splits clearly labelled in air tight containers as follows: (1) the analysis sample split; (2) the umpire sample split (the “**Umpire Sample Split**”); (3) Seller’s sample split; and (4) Buyer’s sample split. All costs of sampling and analysis including use of mechanical sampler shall be for Seller’s account.

The Independent Laboratory will retain the Umpire Sample Split until the sixtieth (60th) day after the Bill of Lading date for the applicable Shipment.

The analysis sample split shall be analysed by the Independent Laboratory. The analysis of the characteristics listed in the Typical Specifications shall be determined in accordance with ISO or ASTM Standards. Seller shall ensure that the Independent Laboratory issues to the Parties a certificate (the “**Analysis Certificate**”) certifying the results of such analysis within two (2) days after sampling. All percentages referred to in the Analysis Certificate shall be percentages by weight. The Analysis Certificate shall be final and binding on the Parties for all purposes of the Agreement, except in the case of fraud or manifest error, or as provided herein for the Umpire Certificate. All costs of analysis of the analysis sample split shall be for Seller’s account.

Either Buyer or Seller may have an analysis determined on its respective sample split at its sole expense. Either Party may, within five (5) days after its receipt of the Analysis Certificate, give notice in writing to the

other Party challenging any analysis result for the characteristics contained in the Analysis Certificate and calling for the Umpire Sample Split to be submitted for analysis of those characteristics at its expense to a mutually acceptable independent commercial laboratory (the “**Umpire Laboratory**”), being appointed by such Party for and on behalf of both Parties jointly. Any analysis result in an Analysis Certificate which is not so challenged shall become a Final Result. The challenging Party shall ensure that the Umpire Laboratory perform an analysis of the relevant characteristics and issue to Buyer and Seller a certificate certifying the results of such analysis within five (5) Business Days after the date of its submission of the Umpire Sample Split for analysis (the “**Umpire Certificate**”). If the analysis results in the Umpire Certificate fall outside the Reproducibility Limits of the analysis results in the Analysis Certificate, the results of the Umpire Certificate shall be the Final Results, except in the case of fraud or manifest error. If the analysis results in the Umpire Certificate fall within the Reproducibility Limits of the analysis results of the Analysis Certificate, the results of the Analysis Certificate shall be the Final Results, except in the case of fraud or manifest error.

The weight of each Shipment shall be determined by a Certified Belt Scale taken at load port. Seller shall prepare and issue to both Parties as soon as possible a barge manifest for the weight of each Shipment (the “**Weight Certificate**”), which shall be final and binding on the Parties, except in the case of fraud or manifest error. All costs of weighing shall be for the account of Seller.

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

**Coal Quality**

**Price Adjustments:** The BTU Contract Price Adjustment set forth in Section 8.1.1 of the Master Agreement will apply to this Confirmation. No other quality price adjustments will apply.

**Government**

**Impositions:** The provisions of Section 4.3 of the Master Agreement do not apply to this Transaction.

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**Coal Quality (“As-Received” basis):**

Specification	Typical	Max/Min Limits
Btu	11,400	< 11,200
SO <sub>2</sub>	5.2 lb./MMBtu	> 5.5 lb./MMBtu
Moisture (AR) %	12.8%	> 13.8%
Ash (AR) %	9.5%	> 10.5%
VM %	34%	< 32%
HGI	53	< 52
Chlorine (PPM)	1260	> 1360
Size	2 x 0	2.5max
Fusion Temp	2,004 °F Reducing	1,975°F Reducing
Fines % by wt:	55 max	>60

**Other Terms and Conditions.**

Seller represents and warrants that, as of the Quote Date and as of the date of this Confirmation, and, to the extent applicable, covenants for the Term of this Transaction that:

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

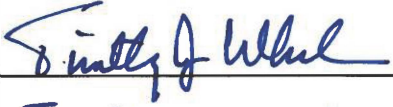
**No Precedent:** The terms and conditions set forth in this Confirmation are for the purpose of the Transaction contemplated herein only and will not set or be construed or deemed to set a precedent for any future Transaction, if any, that may be entered into between Buyer and Seller.


**Electronic Signatures:** Each Party agrees that the Electronic Signatures, whether digital or encrypted, of the Parties to this Confirmation are intended to authenticate this writing and have the same force and effect as manual signatures. **“Electronic Signature”** means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record.

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

**Seller :**  
**Alliance Coal, LLC**

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

**By:**   
**Name:** Timothy J. Whelan  
**Title:** SVP- Sales + Marketing  
**Date:** 2/28/25

**By:**   
Kim Hughes Mar 5, 2025 08:35 EST  
**Name:** Kim Hughes  
**Title:** Director, Coal Origination  
**Date:** 03/05/2025