EAST KENTUCKY POWER COOPERATIVE
FUEL DEPARTMENT

PURCHASE ORDER
NO. 51752
This number must appear on all invoices, shipping documents, and correspondence.

To:	CCU Coal & Construction, LLC ("CCU" or "Seller") P.O. Box 1027 Coshocton, OH 43812	**Purchaser:** **Inquiries to:**	East Kentucky Power Cooperative, Inc. ("EKPC" or "Buyer") Attention: Wes Kidd P. O. Box 707 Winchester, Kentucky 40392-0707
Vendor No. 8786 Must Appear On All Correspondence		**Phone #:** **Permit #:**	614-361-4879 (Ed Spiker) D-2445
Deliver To:	East Kentucky Power Cooperative, Inc. Spurlock Power Station 1301 W. 2nd Street Charleson Bottoms, Kentucky 41056-9716 (the "Station")	**MSHA #:** **Severance Tax #:** **Mine Name/Type:** **County/State:** **Producer/Broker:**	3304588 N/A Egypt Valley/Surface Belmont/Ohio Producer

Purchase Order Date	Terms	F. O. B.	Delivery
June 24, 2026	See Below and Attached Terms and Conditions	Barge	Ingram Barge Company

This purchase order (the "Purchase Order") binds Seller to sell and ship the following coal to Gilbert Unit No. 3 and Spurlock Unit No. 4 at Spurlock Power Station, near Maysville, Kentucky, under the following terms and conditions. Furthermore, coal accepted by Buyer on this Purchase Order shall apply to and satisfy tonnage commitments for Contract No. 844 between Seller and Buyer dated as of the 17th day of June, 2022, as Amended. The terms and conditions of the Existing Agreement apply unless expressly contradicted herein.

Term: Deliveries shall commence on July 1, 2026, and continue through July 31, 2026, SUBJECT HOWEVER, to the rights of EKPC set forth herein.

Termination: These tons will be handled and burned as a test. If the test is deemed unsuccessful by Buyer, then Buyer shall have the right to terminate this purchase order at any time for its convenience during the Term without recourse by the Seller.

Quantity: Up to 5,000 tons (2,000 pounds per ton) delivered at a rate of 5,000 tons per month. Failure to deliver approximate tonnage called for above, not counting rejected tonnage, shall permit Buyer to either (1) cover damages or (2) recover the difference between the price called for herein and market price, at Buyer's discretion. Buyer shall have no obligation to purchase more than the tonnage called for above.

Size:

Top size (inches) maximum 2" x 0"	Rejection Limit > 3" x 0"
Fines (% by wgt.) passing ¼" screen maximum 40%	Rejection Limit > 40%

The coal shall have no intermediate sizes removed and be clean and free of impurities.

Not Subject to Kentucky Sales or Use Tax.

"The Equal Employment Opportunity Clause at 41 CFR 60-1.4 (a) and the Affirmative Action Clauses at 41 CFR 60-250.5 and 60-741.5 are hereby incorporated by reference and made a part of this purchase order as though fully set forth herein."

Quality: Coal sold hereunder shall meet the following specifications on an "as received" basis which such specifications are the rejection limits unless expressly stated otherwise herein:

Quality Specifications	Guaranteed Monthly Weighted Average	Rejection Limits (per barge)
Btu/lb.	Minimum 11,200	<10,800
Ash	Maximum 19%	20%
Moisture	Maximum 10%	>15%
Sulfur Dioxide	Maximum 9.75 $\#SO_2$	10 $\#SO_2$

$$\text{Percent Sulfur} = \frac{\#\,SO_2 \times \text{Btu/lb.}}{20{,}000}$$

Grindability shall be a minimum of forty-five (45) on the Hardgrove Scale.

Minimum Ash Softening Temperature in (Reducing Atmosphere) shall be as follows:

Initial Deformation-- 1950°F
Softening (H=W) -- 2125°F
Fluid -- 2300°F

The Chlorine content of all said coal shall not exceed 0.15%.
The Nitrogen content of all said coal shall not exceed 1.40%

Delivery: All shipments shall be loaded in Ingram Barge Company ("Ingram") barges at the Industry Terminal on the Ohio River at Milepost 33 (the "Delivery Point"). Title to, and risk of loss, for coal delivered hereunder shall remain with Seller until accepted by Buyer's carrier at the Delivery Point. Buyer is not obligated to pay for any coal not delivered to the Delivery Point.

Each barge shall be loaded to a minimum of 1,550 tons and released to Ingram for direct shipment to Spurlock Power Station no later than 48 hours after the empty barge is placed at the dock. Any charges incurred by Buyer as a result of lightweight barges or loading delays will be deducted from the billing price of the coal.

Weighing and Testing: The weight shall be determined and computed by the certified scales or barge drafts at the Delivery Point. SELLER shall cause the scales to be recalibrated by a qualified, independent scale vendor no less often than quarterly at SELLER's expense. If said scales are not available temporarily, then until such time as the scales are available, the quantity of coal delivered shall be determined on the basis of barge drafts.

Conti Labs, Inc. must perform the following for each barge to be loaded: Preloading barge inspections, empty and loaded barge drafts, observation of loading, and final analysis of the coal. Seller must contact Conti Labs, Inc., prior to loading of the barge in ample time for a Conti Labs, Inc., representative to be present to administer said duties. Seller agrees to permit Conti Labs, Inc.'s representatives on their premises to perform these responsibilities.

<u>Acceptance</u>: The required acceptance of coal received by Buyer is subject to the coal's conformity with the requirements herein and with Seller's compliance with the terms of this Purchase Order. Buyer reserves the right, in its sole discretion, to reject (1) any barge of coal that does not meet the rejection limits described in the section labeled "Quality" above, (2) any portion on a bargeload basis if, upon visual inspection, it is apparent that a barge contains debris or any foreign materials not normally contained in a coal shipment, or (3) any barge that contains "hot" coal or any coal that may cause problems in unloading and handling, including, but not limited to any barge that does not meet the requirements hereof described in the Section labeled "Size" above. Upon rejection pursuant to any of the above, Seller shall immediately remove such shipment from Buyer's premises at Seller's expense.

<u>Sampling and Analysis</u>: All of said coal shall be on an "as received" basis, and it shall be computed and determined on a weighted monthly average of the analyses for pricing adjustments, but on a per barge basis to determine rejection rights. Sampling, preparation, and analysis shall be done by SGS, Inc. All analysis for purposes of rejection shall be on a per barge basis. All costs associated with sampling and analysis hereunder shall be for Buyer's account.

<u>Price</u>: The Seller has guaranteed a heat content of 11,200 Btu/lb.; therefore, the price of all said coal, f.o.b. barge, shall be Two Hundred Thirty-Six and Thirty-Four Hundredths Cents (236.34 cents) per million. This price is inclusive of harbor switching or fleeting charges which shall be the responsibility of Seller

Coal received and utilized, instead of rejected as per Buyer's right, which does not meet the specifications set forth above in the section labeled "Quality," will be paid for by Buyer SUBJECT to the price adjustments set forth below:

<u>Price Adjustments</u>:

> **Ash Content:** For each one percent (1%) that the ash exceed nineteen percent (19%), Twenty Cents ($0.20) per ton shall be deducted from the billing price. A pro rata adjustment shall be made for any fractional portion of such a one percent (1%) excess in ash content. For each one percent (1%) that the ash content exceeds twenty percent (20%), Forty Cents ($0.40) per ton shall be deducted from the billing price.
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> **Sulfur Content:** For each one-tenth percent (0.1%) sulfur content that exceeds the Guaranteed Monthly Weighted Average specification of this purchase order, Twenty Cents ($0.20) per ton will be deducted from the billing price. A pro rata adjustment shall be made for any fractional portion of such one tenth (0.1%) excess in sulfur content.
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> **Heat Content:** All coal delivered by Seller shall be adjusted on a cents per million Btu basis based upon the monthly weighted average actual

> Btu/lb content of coal delivered. If the Btu content is below 11,000 Btu/lb., an additional Twenty-Five Cents ($.25) per ton per 100 Btu/lb. will be deducted from the billing price. A pro rata adjustment shall be made for any variance representing a fractional portion of 100 Btu/lb. in heat content.

The above mentioned price adjustments for coal not meeting the guaranteed specifications, but which is received and utilized by Buyer, shall in no way limit or restrict Buyer's right to reject any and all coal that does not meet the reject specifications set forth under **"Quality"** above, as determined by the daily individual analysis for all bargeload deliveries for such day. The receipt and use of such non-conforming coal in no way limits or restricts Buyer's right to reject future nonconforming shipments.

<u>Payment</u>: Payment Point shall be Buyer's stockpile. Each Friday BUYER will make a payment of Thirty-Five Dollars ($35.00) per ton for coal unloaded during the previous week. The balance owed for deliveries during a calendar month will be payable by the 23rd day of the month following the calendar month in which the coal was unloaded. If the date on which a payment is due is a weekend day, holiday, or other day banks are closed for business, then such payment shall be due on the next day on which banks are open for business. All payments shall be made by Automated Clearing House (ACH) transfer to the following account:

<u>Payment sent via ACH to</u>:

Account Name:	CCU Coal and Construction, LLC
Bank Name:	INCREDIBLEBANK
Account Number:	[redacted]
ACH Number:	
Routing:	

<u>Additional Terms and Conditions</u>: The terms and conditions set forth in the Existing Agreement between the parties are incorporated herein by reference, are an integral part of this Purchase Order and are binding provisions hereof. In the event of a conflict between the terms of the Existing Agreement and the terms of this Purchase Order, the terms of this Purchase Order shall prevail.

East Kentucky Power Cooperative, Inc.

By: Mark Horn ____________________

Mark Horn
Director, Fuel and Emissions

CCU Coal & Construction , LLC "SELLER"

Accepted By: ____________________
Duly Authorized Signatory

Title: President