



**EAST KENTUCKY POWER COOPERATIVE  
FUEL DEPARTMENT**

PURCHASE ORDER  
**NO. 43708**

This number must appear on all  
invoices, shipping documents,  
and correspondence.

<b>To:</b> Lhoist North America of Missouri, Inc. ("Lhoist" or "Seller") Suite 300 5600 Clearfork Main Street Fort Worth, TX 76109		<b>Purchaser:</b> East Kentucky Power Cooperative, Inc. ("EKPC" or "Buyer")	
		<b>Inquiries to:</b> Attention: Julia Hurst P. O. Box 707 Winchester, Kentucky 40392-0707	
<b>Vendor No. 20408 Must Appear On All Correspondence</b>		<b>Phone #:</b> (573) 883-8522	
		<b>Permit #:</b> NA	
<b>Deliver To:</b> East Kentucky Power Cooperative, Inc. Cooper Power Station 670 Cooper Power Plant Road Somerset, Kentucky 42501 (the "Station")		<b>MSHA #:</b> NA	
		<b>Severance Tax #:</b> NA	
		<b>Mine Name/Type:</b> NA	
		<b>County/State:</b> St. Genevieve, MO or Shelby, AL	
		<b>Producer/Broker:</b> Producer	
Purchase Order Date May 21, 2026	Terms See Below and Attached Terms and Conditions	F. O. B. Cooper Power Station	Delivery Pneumatic Tanker Truck

This purchase order (the "Purchase Order") binds Seller to sell and ship the following Quicklime ("Lime") to Cooper Power Station, under the following terms and conditions:

**Term:** Deliveries shall commence on June 1, 2026, and continue through May 31, 2029, SUBJECT HOWEVER, to the rights of EKPC and Lhoist set forth herein.

**Quantity:** The quantity of Product to be supplied by Seller and purchased by Buyer hereunder shall be one hundred percent (100%) of Buyer's requirements as a sulfur dioxide absorbent at Buyer's Plant, during the Term for deliveries under this Purchase Order. However, if Seller is unable to perform, Buyer shall have the right to purchase a sulfur dioxide absorbent from another party. As requested by Buyer, up to 45,000 tons or up to approximately 1,800 truckloads. Buyer shall have no obligation to purchase more than the tonnage requested by Buyer.

**Ordering:** No later than the Thursday of each week, Buyer shall provide to Seller a Weekly Forecast for the following week indicating the estimated shipments for each day of week. Purchaser shall provide Seller with a minimum of 24 hours notice of any changes to the Weekly Forecast.

**Quality:** The Lime on a weekly basis shall average the following specifications as described in Exhibit C for Quicklime or Exhibit D for Hydrated Lime.

**Delivery:** All deliveries are to be made by pneumatic tanker trucks.

**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."

**Purchase Order No. 43708**  
**Lhoist North America of Missouri, Inc.**

**Weighing:** The weight of the Product sold and purchased hereunder shall be determined by certified truck scales at SELLER’S loading facility.

**Quicklime Price:** The Base Prices for Lime under Contract Year 1 (June 1, 2026, to May 31, 2027), Contract Year 2 (June 1, 2027, to May 31, 2028), and Contract Year 3 (June 1, 2028, to May 31, 2029) shall be as follows:

<b>Contract Year 1 Pricing for EKPC Cooper</b>	<b>St. Gen Quicklime Per Ton Pricing</b>	<b>O’Neal Quicklime Per Ton Pricing</b>
Product Price FOB Origin Plant	\$249.00	\$249.00
Freight to Cooper Station	\$82.00	\$82.00
Fuel Surcharge (FSC) – example March 2026 @ 20.50%*	\$16.81	\$16.81
<b>Delivered Price Total</b>	<b>\$347.81</b>	<b>\$347.81</b>

<b>Contract Year 2 Pricing for EKPC Cooper</b>	<b>St. Gen Quicklime Per Ton Pricing</b>	<b>O’Neal Quicklime Per Ton Pricing</b>
Product Price FOB Origin Plant	\$256.47	\$256.47
Freight to Cooper Station	\$84.46	\$84.46
Fuel Surcharge (FSC) – example March 2026 @ 20.50%*	\$17.31	\$17.31
<b>Delivered Price Total</b>	<b>\$358.24</b>	<b>\$358.24</b>

<b>Contract Year 3 Pricing for EKPC Cooper</b>	<b>St. Gen Quicklime Per Ton Pricing</b>	<b>O’Neal Quicklime Per Ton Pricing</b>
Product Price FOB Origin Plant	\$264.16	\$264.16
Freight to Cooper Station	\$86.99	\$86.99
Fuel Surcharge (FSC) – example March 2026 @ 20.50%*	\$17.83	\$17.83
<b>Delivered Price Total</b>	<b>\$368.98</b>	<b>\$368.98</b>

**\*Note:** Fuel Surcharge (FSC) is provided above as an example. The FSC shall be adjusted monthly in accordance with Seller’s FSC Policy (see Exhibit A).

**Purchase Order No. 43708**  
**Lhoist North America of Missouri, Inc.**

**Hydrated Lime Price:** The Pricing for Hydrated Lime for the Term of the Agreement (June 1, 2026 to May 31, 2029) shall be as follows:

The initial price for Hydrated Lime (“Initial Hydrated Lime Price”) from June 1, 2026, to December 31, 2027, for Hydrate shall be \$291.25 per ton (Product) plus \$82.00 per ton (Freight) subject to a fuel surcharge (FSC) in accordance with Seller’s FSC Policy (Exhibit A).

The price for Hydrated Lime from January 1, 2028, to December 31, 2028, will be determined by multiplying the Initial Hydrated Lime Price by an indexed price adjustment (“Indexed Price Adjustment”) factor plus \$84.46 per ton (Freight), and subject to a Fuel Surcharge (FSC) in accordance with Seller’s FSC Policy (Exhibit A). The Indexed Price Adjustment will be calculated by dividing the average value of the Consumer Price Index – All Urban Customers (CPI-U, published by the United States Bureau of Labor Statistics, Series ID: CUUR0000SA0) from April 2026 to March 2027 by the average value of the Consumer Price Index – All Urban Customers (CPI-U, published by the United States Bureau of Labor Statistics, Series ID: CUUR0000SA0) from April 2025, to March 2026 and adding 1.50% of the Initial Hydrated Lime Price.

The Price for Hydrated Lime from January 1, 2029, to May 31, 2029 will be determined by multiplying the Hydrated Lime Price determined in accordance with the previous paragraph by an indexed price adjustment (“Indexed Price Adjustment”) factor plus \$86.99 per ton (Freight), and subject to a Fuel Surcharge (FSC) in accordance with Seller’s FSC Policy (Exhibit A). The Indexed Price Adjustment will be calculated by dividing the average value of the Consumer Price Index – All Urban Customers (CPI-U, published by the United States Bureau of Labor Statistics, Series ID: CUUR0000SA0) from April 2027 to March 2028 by the average values of the Consumer Price Index – All Urban Customers (CPI-U, published by the United States Bureau of Labor Statistics, Series ID: CUUR0000SA0) from April 2025 to March 2026 and adding 1.50% of the Initial Hydrated Lime Price.

**Payment:** EKPC will make payment in full by the 23<sup>rd</sup> of the month following the calendar month of deliveries. 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:

**Payment sent via ACH to:** Bank: Bank of America  
Chicago, IL  
ABA: 071 000 039  
Acct. No.: 5800308305  
Beneficiary: Lhoist North America of Missouri

**Credit Availability:** The extension of credit by Seller to Buyer and the amount and terms of such credit availability are the sole discretion of Seller. If at any time during the Term of this Agreement, Buyer’s Fitch Rating is downgraded to CCC or below, then the Seller shall notify Buyer of its unacceptable credit rating and the parties shall negotiate in good-faith satisfactory security which may be acceptable to both parties, including the change of payment terms. If both parties cannot reach agreement on such terms, then Seller may terminate the extension of credit availability to

**Purchase Order No. 43708**  
**Lhoist North America of Missouri, Inc.**

Buyer and change the payment terms extended to the Buyer. If the above referenced credit agency is no longer available, Seller and Buyer shall agree in good-faith on another reputable rating.

**Terms and Conditions:** Additional terms and conditions, attached hereto, and incorporated herein by reference, are an integral part of this Purchase Order and are binding provisions hereof.

**Additional Provisions:**

Demurrage: Buyer shall be provided two (2) hours, at no charge, to unload delivered Product from the time the delivery truck arrives at the Station. If Buyer fails to unload the delivered Product within the allotted two (2) hours, then Buyer shall pay Seller for demurrage at a rate of \$95.00 per hour for any unloading time beyond the initial two (2) hours.

**East Kentucky Power Cooperative, Inc. ("BUYER")**

By: Don Mosier  
**Don Mosier, President & CEO**

**Lhoist North America of Missouri, Inc. ("SELLER")**

Accepted By: Mark Milner  
**Mark Milner, Chief Executive Officer**

**TERMS AND CONDITIONS**  
**TO**  
**PURCHASE ORDER 43708**

The following terms and conditions are incorporated by reference into Purchase Order 43708 (the "Purchase Order").

**Force Majeure:** It is specifically understood and agreed that the obligations of both parties under this Purchase Order are subject to events of Force Majeure, as defined below. If a valid event of Force Majeure occurs, affected party shall be excused from performance of its obligations to the extent made necessary by and during the continuance of such Force Majeure, subject to prompt delivery of written notice of such event of Force Majeure (including a detailed description of the Force Majeure, expected time period of the Force Majeure, and impact of the Force Majeure) to the other party, provided, however, that the disabling effects of such force majeure shall be eliminated by such claiming party as soon as, and to the extent practicable, by use of its best efforts. During any period when Seller asserts a Force Majeure condition and said condition results in a reduction of lime deliveries, Seller shall prorate deliveries of lime among its purchasers of lime of similar quality based on contractual commitments under written agreements in effect at the time of the event of Force Majeure obligating Seller to sell lime to such purchaser. In such event, Seller shall advise Buyer of contract shipments to each such purchaser for the preceding six months in order that the size of the reduced deliveries can be established. Seller shall not enter into any new contracts for the sale of similar quality lime to that purchased by Buyer hereunder while Buyer is receiving prorated deliveries unless such new contract provides that deliveries shall only be made after the event of Force Majeure is lifted. The suspension of obligations caused by a valid event of Force Majeure shall exist only for such time as said occurrence is in effect, and after said occurrence has ended or been resolved, both parties shall be fully bound to perform under the terms of this Purchase Order for the duration of this Purchase Order, except that any deficiencies in the production by Seller, receipt by Buyer or sale of lime hereunder caused by Force Majeure will only be made up at the discretion of the non-declaring party and the term of this Purchase Order shall not be extended by Force Majeure unless the non-declaring party agrees. No other acts or events shall excuse either party from full performance of this Purchase Order except as may be stated under the other terms of this Purchase Order.

"Force Majeure" as used herein shall mean a cause beyond the reasonable control of Seller or Buyer, as the case may be, whether foreseen or unforeseen, which wholly or materially prevents the mining, loading, or delivery of lime meeting the specifications under this Purchase Order, or receiving, transporting or delivery of same, or the unloading, storing, or burning of lime by Buyer at its destination and which the party claiming Force Majeure could not have prevented with the exercise of reasonable prudence. Examples (without limitation) of Force Majeure, but only if beyond the control of Seller or Buyer, as the case may be, are the following:

Acts of God; acts of the public enemy; insurrections; riots, strikes; labor disputes; shortage of supplies; fires, explosions; floods; roof falls, rib rolls, mine collapses or other mine disasters; breakdowns of or damage to plants, mine equipment or facilities; interruptions to or contingencies of transportation; embargoes; orders or acts of civil or military authority; or acts of terrorism.

Notwithstanding the foregoing, Force Majeure, for purposes of this Purchase Order, shall not include (i) the development or existence of economic conditions that may adversely affect Buyer's utilization of lime or Seller's delivery or sale of lime, (ii) acts or omissions of Seller or Buyer constituting negligence, or mismanagement on the part of Seller or Buyer, (iii) the inability of Seller to mine lime from its controlled reserves meeting the specifications hereof, unless such inability is caused by an example of Force Majeure specifically listed above or (iv) causes or events affecting the performance of third-party sellers of goods or services except to the extent caused by an event that otherwise is a Force Majeure event.

In the event a Force Majeure is declared and halts seventy-five percent (75%) or more of the scheduled deliveries hereunder, and the Force Majeure continues unabated for a period of three (3) months or more, then the unaffected party may, at its option, terminate the remaining deliveries under this Purchase Order by thirty (30) days' prior written notice to the party asserting such Force Majeure without liability to either party.

To the extent possible, Buyer and Seller shall utilize good faith efforts to minimize the adverse effects of a Force Majeure. Nothing in the preceding sentence shall, however, obligate Buyer to find additional markets for Seller's lime or obligate Seller to find substitute lime sources for Buyer. The impact of any Force Majeure event claimed by Buyer or Seller shall not be negated or enhanced should Buyer or Seller elect to perform ancillary work activities, such as, but not limited to, repairs, maintenance or construction activity coincidental with any Force Majeure event.

The parties agree that 2-615 of the Uniform Commercial Code, as enacted, is not applicable to this Purchase Order, with the express terms of the Purchase Order instead governing.

**Amendment; Waiver:** No amendment to this Purchase Order shall be enforceable unless in writing and signed by the party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation,

covenant, agreement, or condition of this Purchase Order shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure, regardless of any provision of the Uniform Commercial Code, as enacted, to the contrary. It is further understood and agreed that Buyer does not waive its rights under this Purchase Order by receiving any shipments of lime, and acceptance thereof shall not be implied unless Buyer fails to give Seller prompt notice of any breaches or defaults within a reasonable time after each sampling period has ended and the lime analysis has been completed.

**Compliance with Laws:** An explicit obligation of Seller under this Purchase Order is that Seller shall perform its obligations hereunder in accordance with all applicable Federal, state, county and municipal laws, regulations codes and ordinances, including, but not limited to, those applicable to mining and transportation of lime. Transportation of lime by Seller or by any third party transporting lime on Seller's behalf shall comply with applicable highway laws and regulations governing the weight of vehicles and all other highway laws promoting public safety, health, and welfare, including all laws governing the operation of vehicles on any road or highway.

**Damage to Equipment:** If Buyer determines, in good faith, that any foreign matter in the lime delivered by Seller causes damage to electrical production, operating, receiving, or handling equipment, the parties shall meet to mutually investigate the extent of the damage and to attempt in good faith to resolve the matter. Buyer shall document the damage due to the foreign matter.

**Indemnity and Insurance:** Each party is responsible for the actions of its employees and subcontractors. In particular, each of Seller and Buyer will indemnify and defend the other (including subsidiaries and affiliates, directors, officers, agents and employees) and hold them harmless against any claim, damage, liability, cost, and other loss of any kind whatsoever (including fees and expenses of attorneys) for personal injury or damage to property directly caused by it or any of its employees, agents, or subcontractors in connection with their respective negligent actions or omissions, willful misconduct, or breach of any warranty or representation in connection with this Agreement.

Seller shall provide and maintain, and shall require any and all subcontractors to provide and maintain, with an insurance company authorized to do business in the Commonwealth of Kentucky and otherwise acceptable to Buyer the following insurance with proof of such coverage, if applicable, to be provided to Buyer within two (2) days of the date first set forth above:

**Workers Compensation and Employer's Liability Policy:** Seller shall submit evidence of Seller's Workers' Compensation and Employer's Liability Insurance Policy, and each such policy shall include:

1. Workers' Compensation (statutory benefits coverage) Insurance accordance with the laws of the Commonwealth of Kentucky.
2. Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000) with respect to Bodily Injury Each Accident/ (\$1,000,000), Bodily Injury by Disease Each Employee/ (\$1,000,000), and Bodily Injury by Disease Policy Limit.

**Commercial General Liability Policy:** Seller shall provide evidence of Seller's policy providing Commercial General Liability Insurance, with combined single minimum limit for bodily injury and property damage of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) General Aggregate, and the following coverage:

1. Coverage for premises and operations, including work let or sublet.
2. No exclusion of coverage for Blanket Contractual Liability to the extent covered by the policy against liability assumed by Seller under this Contract.
3. No exclusion for Broad Form Property Damage hazard.
4. Said policy shall name Buyer as an Additional Insured, with Seller's policy deemed to be primary.
5. Said policy shall be endorsed to provide that the underwriter(s) have waived their Rights of Recovery Against Others (subrogation) against Buyer and Buyer's insurance carrier(s).
6. Should policy contain a deductible clause for bodily injury or property damage liability, said deductible shall be shown on a Certificate of Insurance delivered to Buyer, and Seller's carrier shall agree to pay any such claims "first dollar" and then recover the deductible amount from Seller.

**Commercial Automobile Liability Insurance Policy:** Seller shall provide evidence of Seller's Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired vehicles, with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) each accident with respect to Seller's vehicles assigned to or used in performance of work under this Purchase Order. Said policy shall name Buyer as an Additional Insured with said policy designated to be primary. Said policy shall include an endorsement providing that the underwriter(s) have waived their Rights of Recovery Against Others (subrogation) against Buyer and Buyer's insurance carrier(s). Should policy contain a deductible clause for bodily injury or property damage liability, said deductible shall be shown on the Certificate of Insurance, and Seller's carrier shall agree to pay any such claims "first dollar" and then recover the deductible amount from Seller.

**Umbrella/Excess Liability Insurance:** Employer Liability, Commercial General Liability, and Commercial Automobile Liability, and if applicable, Environmental Impairment ("Pollution") Liability Insurance. SELLER shall provide a minimum Three Million Dollars (\$3,000,000) Each Occurrence and, Three Million Dollars (\$3,000,000) in Aggregate umbrella/excess liability insurance. Said policy shall be "follow-form" to the extent of coverage in provisions in the primary forms Employer Liability, Commercial General Liability, and Commercial Automobile Liability, with regards to coverage terms and policy provisions. Said coverage must continue in force for a minimum of two (2) years from the date of expiration or termination of this Purchase Order.

The above policies to be provided by Seller shall be written by companies satisfactory to Buyer or having a Best Rating of not less than A—"Excellent"). These policies shall not be materially changed or cancelled except with a thirty (30) day written notice to Buyer from the Seller and the Insurance Carrier. Evidence of coverage, notification of cancellation, or other changes shall be mailed to:

East Kentucky Power Cooperative, Inc.  
ATTN: Fuel and Emissions Department  
P. O. Box 707  
Winchester, KY 40392-0707

Minimum limits and coverage required under this Section should not be construed to necessarily be adequate for Seller's own insurance and risk management needs. Buyer reserves the right to request and receive a summary of coverage of any of the above policies or endorsements. Seller's failure to provide the insurance required above shall permit Buyer to suspend shipments under this Purchase Order until such breach is remedied and to pursue all other remedies permitted by the Uniform Commercial Code.

**Maintenance Outages:** Notwithstanding any other provisions of this Purchase Order, and in order to accommodate Buyer's plant and/or lime handling maintenance outages, Buyer may, at its sole option, up to two times each calendar year, reschedule up to one month's tonnage provided prior written notice is given at least thirty (30) days' in advance and any such rescheduled deliveries are made up within six months of the end of such month.

**Changes in Legislation:** It is fully contemplated by both parties that Buyer is purchasing said lime for the primary purpose of using it to control acid gasses in the flue gas from burning fuel for the generation and production of electrical power under governmental standards and regulations in effect as of the date first set forth above, and it is understood and agreed that in the event any federal, state, or local law, regulation, or standard has been or is enacted, either generally or with respect to the specific plant or generating unit for which lime shipped under this Purchase Order is intended, that would prohibit or make commercially unreasonable Buyer's purchase or use in its plant of the grade or quality of lime hereinbefore specified for such purpose, such as stricter or relaxed environmental quality standards, then Buyer and Seller shall use reasonable efforts to negotiate an amendment to the Contract to eliminate the issue, if possible, and if a mutually agreeable amendment is not reached within thirty (30) business days, all obligations under this Purchase Order by Buyer to purchase said prohibitive grade or quality of lime will be discharged and excused on the date on which such law, regulation, or standard's applicable provisions go into effect. However, said parties will be fully bound and legally obligated to perform under the exact terms and conditions of this Purchase Order up and until said date. It is also understood that in the event that during the term of this Purchase Order there is any federal, state, or local law, regulation, or standard enacted that prohibits Seller from mining, removing, and delivering lime to Buyer, then Seller and Buyer may, upon the effective date specified in such legislation or regulation, be discharged and excused from the respective obligations under this Contract to sell and purchase lime, if the parties mutually agree to discharge and excuse such obligations.

**Breach:** An event of default ("Event of Default") with respect to a party (the "Defaulting Party") shall mean any of the following:

- (i) the failure of Defaulting Party to pay when due any required payment where such failure is not remedied within ten (10) days after written notice, thereof, provided the payment is not subject to a good faith dispute;
- (ii) the failure of the Defaulting Party to deliver or to accept delivery of the quantity of lime to be delivered hereunder unless excused by Force Majeure, other express contractual provisions, hereof, or the other party's failure to perform, and such failure is not remedied within ten (10) days after notice thereof;
- (ii) the insolvency, bankruptcy, or assignment for the benefit of creditors of either party; or
- (iv) the failure of the Defaulting Party to comply with any material obligation under this Purchase Order (other than those described specifically in this Section above or below) where such failure continues uncured for ten (10) days after written notice thereof, provided that if it shall be impracticable or impossible to remedy such failure within such ten (10) day period, the cure period shall be extended for an additional period reasonably necessary to remedy such failure subject to the condition that during the additional period, the Defaulting Party shall be diligently pursuing a remedy for the failure;

Upon the occurrence and during the continuance of an Event of Default, as to the Defaulting Party, the other party may:

- (i) withhold any payments due to the Defaulting Party until such Event of Default is cured;
- (ii) suspend performance of its obligations under this Agreement until such Event of Default is cured;
- (iii) Recover all damages and pursue all remedies set forth for buyers or sellers, as applicable, under the Uniform Commercial Code, as enacted; or
- (iv) terminate by written notice this Purchase Order as of any date specified by the non-Defaulting Party within thirty (30) Days after such notice is given; however, such notice shall not be required where Defaulting Party files for a voluntary bankruptcy proceeding or similar proceeding.

Such rights and remedies shall be in addition to any other right or remedy the non-Defaulting Party may have at law, including under the Uniform Commercial Code, or in equity.

**Non-Assignability, Choice of Law:** This Purchase Order is personal as between Buyer and Seller and is non-assignable, except that, after prior written notice to the other party, Buyer may assign its rights under this Purchase Order only to the Rural Utilities Service or other lenders to Buyer. Otherwise, rights or obligations under this Purchase Order, and this Purchase Order itself, are neither assignable nor otherwise transferable and may not be subcontracted except by the written consent of said parties, which consent shall not be unreasonably withheld. This Purchase Order is governed by the laws of the Commonwealth of Kentucky, without regard to its choice of law principles. The parties hereto agree that any disputes that may arise under this Purchase Order that culminates in litigation shall be instituted and tried in Clark County, Kentucky or the United States District Court, sitting in Fayette County, Kentucky, with such applicable courts having sole and exclusive jurisdiction.

**Entire Agreement:** This instrument contains the entire contract between the parties, and there are no representations, understandings, or agreements, oral or written, which are not included or expressly referred to herein.

**Severability:** If any provision of this Purchase Order or its application are held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court of competent jurisdiction shall determine that any provision of this Purchase Order is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

**Fair Competitive Bidding:** This purchase order has been awarded to Seller pursuant to a fair and confidential competitive bidding process. By entering this purchase order, Seller represents and warrants that it did not promise or deliver anything of significant value to, or solicit or receive any confidential competitive bidding information regarding this purchase order from, any officer, director, agent or employee of Buyer, or any member of their families. Buyer shall have the right to terminate this Purchase Order should it determine that this representation of Seller is false.

The Equal Employment Provisions on the footer of the Purchase Order are applicable hereto and are hereby expressly incorporated herein.

**Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY.

**Warranties:** Seller warrants that the lime delivered hereunder shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. **SELLER MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.**

**Adjustment of Price for the Effects of Government Action:**

Notwithstanding anything else contained herein to the contrary, and subject to the paragraph below, the price shall be adjusted for all costs incurred by Seller hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the date of this Purchase Order including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Seller warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Seller's performance under this Purchase Order), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Purchase Order, Seller shall determine prospectively the fully assessed cost per ton to Seller (as reasonably determined by Seller in its sole discretion based on generally accepted accounting principles) of complying with such laws, regulations or orders and advise Buyer of such costs, verified by adequate supporting documentation which shall be subject to audit upon Buyer's written request. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Seller. For this audit Seller shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Buyer as appropriate for the difference between Seller's initial assessment and the results of the final determination of the audit. However, in the event the Price adjustments due to Government Action exceed (i) on an annual basis, more than five percent (5%) per ton and (ii) on a cumulative basis during the Term, more than ten percent (10%) per ton, the parties agree to negotiate such adjustments in good faith.

Effective July 16, 2024 (the "MACT Effective Date"), the "National Emissions Standards for Hazardous Air Pollutants for Lime Manufacturing Plants" regulation, published at 88 Fed Reg. 805 (the "Lime MACT Regulation"), became effective. Under the Lime MACT Regulation, new emissions controls for hydrogen chloride, mercury, organics, and dioxins and furans have been imposed upon Seller with compliance required by (i) July 16, 2027 for lime kilns in operation prior to the MACT Effective Date, and (ii) immediately for lime kilns placed in operation on or after the MACT Effective Date. Notwithstanding that the Lime MACT Regulation became effective prior to the date of this Agreement, to the extent Seller has incurred or is expected to incur increased costs in the performance of this Purchase Order in order to comply with the Lime MACT Regulation, the price shall be adjusted pursuant to the procedure set forth in paragraph directly above.

**COMPLIANCE WITH APPLICABLE LAWS; SAFETY; DRUG AND ALCOHOL TESTING**

**Applicable Laws and Safety:** SELLER (including its subcontractors) agree to protect its employees and be responsible for the final delivery to, and on, BUYER'S Plant Site (hereinafter, "Deliveries") until BUYER'S acceptance of all Deliveries and to protect BUYER'S facilities, property, employees, and third parties from damage or injury. SELLER shall comply with all Applicable Laws and facility rules, including without limitation those relating to health and safety, in connection with the Deliveries and for obtaining at SELLER'S expense (but only as approved by BUYER) all permits and approvals necessary to perform the Deliveries. Without limiting the foregoing, SELLER agrees to strictly abide by and observe all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Deliveries being performed now or in the future, all of which are incorporated herein by reference. It is the obligation of the BUYER to provide SELLER with any facility rules that may apply. SELLER will make the Deliveries in a safe and orderly condition at all times. BUYER shall have the right but not the obligation to review SELLER'S compliance with safety and cleanup measures. In the event SELLER fails to keep the Delivery area clean, BUYER shall have the right to perform such necessary and reasonable costs for cleanup on behalf of, at the risk of and at the expense of SELLER. In the event SELLER subcontracts any of the Deliveries, SELLER shall notify BUYER in writing of the identity of the subcontractor before utilizing the subcontractor. SELLER'S subcontractor(s) shall conduct safety audits and job briefings for its employees to provide a safe working environment for its employees. All safety audits and job briefings shall be documented in writing by the subcontractors. SELLER'S subcontractor shall provide documentation of any and all audits identifying safety deficiencies and concerns and corrective action taken as a result of such audits to BUYER semi-monthly.

**Hazards and Training:** SELLER shall furnish adequate numbers of trained, qualified, and experienced personnel and appropriate safety and other equipment in proper operating condition, suitable for performance of the Deliveries. Such personnel shall be skilled and properly trained to perform the Deliveries and recognize the hazards associated with the Deliveries of Product. Without limiting the foregoing, SELLER shall participate in any safety orientation or other of BUYER'S familiarization initiatives related to safety when making deliveries of Product.

**Drug and Alcohol:** No person will perform any of the Deliveries while under the influence of drugs or alcohol. All persons who will perform any of the Deliveries may be subject to drug and alcohol testing under either of the following circumstances: (i) where the person's performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident which involves off-site medical treatment of any person and (ii) where BUYER determines in its sole discretion that there is reasonable cause to believe such person is using drugs or alcohol or may otherwise be unfit for duty. Such persons will not be permitted to perform any Deliveries until the test results are established. SELLER shall be solely responsible for administering and conducting drug and alcohol testing at SELLER'S sole expense as well as criminal background investigations on all of its employees and/or subcontractors performing the Deliveries and shall so certify in writing if so requested. As applicable and in addition to any other requirements under this Agreement, SELLER shall develop and strictly comply with any and all drug testing requirements as required by Applicable Laws.

Should SELLER have actual knowledge of violations of any of the herein stated policies of conduct in this Section, or have knowledge that such violations will occur in the future, whether by its own employees, agents, representatives or subcontractors, SELLER has an affirmative obligation to immediately report any such known, perceived and/or anticipated violations to the BUYER in care of BUYER'S safety manager at the Headquarters location in Winchester, Kentucky, or safety coordinator at the applicable facility.

**Notice to Owners:** SELLER shall promptly report in writing to BUYER all near misses, accidents or incidents, including property damage, arising out of or in connection with the Deliveries, giving full details and statements of any witnesses, pictures and providing BUYER with a full and thorough investigation of the incident. Notice shall be given to BUYER'S safety manager at Headquarters or to the onsite safety coordinator for the specific facility.

## Exhibit A

### **Lhoist North America Fuel Surcharge Policy (Eastern Region)**

Lhoist North America agrees to implement the following fuel surcharges for truck traffic, to be reviewed every 30 days at the first of the month. An average (rounded off to the nearest whole penny) based on the previous months weekly pricing will be made based on the U.S. Department of Energy's National Average (202/586-8800). The fuel surcharge will be applied only to the mileage or flat rate transportation charges and will not be applied to other charges including, without limitation, accessorial such as detention, protected service or additional pickup and delivery stops.

A positive surcharge will be implemented using an increase in the rate by 0.50% for every \$.05 per gallon above \$5.70 per gallon. A negative surcharge will be implemented using the same methodology of 0.50% for every \$.05 per gallon should the price of fuel drop below \$1.70 per gallon.

<b>DIESEL FUEL PRICE NATIONAL AVERAGE</b>		<b>FSC = % TO REVENUE</b>	
\$1.60		\$3.15	14.50%
\$1.65		\$3.20	15.00%
\$1.70	0.00%	\$3.25	15.50%
\$1.75	0.00%	\$3.30	16.00%
\$1.80	1.00%	\$3.35	16.50%
\$1.85	1.50%	\$3.40	17.00%
\$1.90	2.00%	\$3.45	17.50%
\$1.95	2.50%	\$3.50	18.00%
\$2.00	3.00%	\$3.55	18.50%
\$2.05	3.50%	\$3.60	19.00%
\$2.10	4.00%	\$3.70	20.00%
\$2.15	4.50%	\$3.80	21.00%
\$2.20	5.00%	\$3.90	22.00%
\$2.25	5.50%	\$4.00	23.00%
\$2.30	6.00%	\$4.10	24.00%
\$2.35	6.50%	\$4.20	25.00%
\$2.40	7.00%	\$4.30	26.00%
\$2.45	7.50%	\$4.40	27.00%
\$2.50	8.00%	\$4.50	28.00%
\$2.55	8.50%	\$4.60	29.00%
\$2.60	9.00%	\$4.70	30.00%
\$2.65	9.50%	\$4.80	31.00%
\$2.70	10.00%	\$4.90	32.00%
\$2.75	10.50%	\$5.00	33.00%
\$2.80	11.00%	\$5.10	34.00%
\$2.85	11.50%	\$5.20	35.00%
\$2.90	12.00%	\$5.30	36.00%
\$2.95	12.50%	\$5.40	37.00%
\$3.00	13.00%	\$5.50	38.00%
\$3.05	13.50%	\$5.60	39.00%
\$3.10	14.00%	\$5.70	40.00%

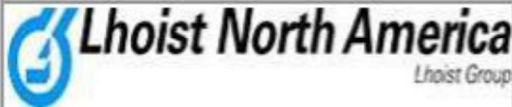
## **EXHIBIT "C" – Quicklime Specifications**

### Chemical and Physical Specifications 90% Minimum Available Calcium Oxide Product

Available Calcium Oxide, CaO -	90% min. (93.6% avg.)
Total Calcium Oxide, CaO -	96.1-99.5% normal range (97.7% avg.)
Magnesium Oxide, MgO -	0.00-1.91% normal range (0.78% avg.)
Silicone Dioxide, SiO <sub>2</sub> –	0.36-1.67% normal range (1.03% avg.)
Aluminum Oxide, Al <sub>2</sub> O <sub>3</sub> –	0.00-0.39% normal range(0.18% avg.)
Iron Oxide, Fe <sub>2</sub> O <sub>3</sub> –	0.05 – 0.22% normal range (0.14% avg.)
Sulfur, S –	0.00-0.355% normal range 0.18% avg.)
Product Classification -	High Calcium, Fines (LNA Spec #1175)
30 sec Reactivity -	–14-27° C normal range, 20° C avg.
3 min. Reactivity -	30-59° C normal range, 45° C avg.
Moisture	Negligible
Size Classification	3/8 x 0 inches
Typical Sieve Analysis	
Retained 3/8 in.	0% Typical
Retained 1/4 in.	3% Typical
Retained 1/8 in.	25% Typical
Retained 20 Mesh	55% Typical

## Alternate HiCal Quicklime Fine Typical Specification for LNA Ste. Genevieve and O'Neal Sources

Certificate of analysis/conformity to established specifications is limited to testing by Lhoist North America at the place and time of initial production using the accepted test methods shown in Section 1.0 and other standard certified testing procedures as required. Representative sampling is a statistically accepted methodology used in the evaluation of Lhoist North America's finished products. This procedure does allow for some inherent variability within the product being sampled. This variability should be considered when interpreting and/or comparing this unique data to any other unique data. Post-shipment testing is vulnerable to settling, segregation and/or decrepitation, and may result in non-homogenous sampling error(s). None of the information contained in this document constitutes a warranty, expressed and/or implied. Lhoist North America specifically disclaims any warranty of fitness or suitability for a particular purpose. All products should be considered and/or applied according to user's best judgment. PURCHASE OF PRODUCT SHOWN ON THIS DOCUMENT SIGNIFIES BUYER'S AGREEMENT THAT LHOIST NORTH AMERICA IS RESPONSIBLE ONLY FOR REPLACEMENT OF DEFECTIVE PRODUCT AND SHALL NOT IN ANY EVENT BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, AND/OR CONSEQUENTIAL DAMAGE.



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Site:  
LNA Ste. Genevieve, MO

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Subject: **US40 - 1175 - HI CAL QUICKLIME - FINES - -3/8"**

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**1.0 TYPICAL DATA**

CHARACTERISTIC	AVERAGE	REFERENCE
Available CaO (%)	93.9	ASTM C25
CaO (%)	97.7	ASTM C1271 (XRF)
MgO (%)	0.78	ASTM C1271 (XRF)
SiO2 (%)	1.03	ASTM C1271 (XRF)
Al2O3 (%)	0.18	ASTM C1271 (XRF)
Fe2O3 (%)	0.14	ASTM C1271 (XRF)
S (%)	0.18	ASTM C25 (C/S Analyzer)
CO2 (%)	0.46	ASTM C25 (C/S Analyzer)
Reactivity at 30 seconds (C)	20	ASTM C110
Reactivity at 180 seconds (C)	45	ASTM C110
Water Insoluble Residue (% Retained on 30 Mesh)	2.3	AWWA B202-07
3/8" Screen (% Passing)	100	ASTM C110
1/8" Screen (% Passing)	74	ASTM C110
30 Mesh [0.0232 in] (% Passing)	43	ASTM C110

Typical data presented in this document are for informational purposes only. They are based upon statistical analysis of historical data from 10-1-24 to 9-30-25. Lhoist North America's products are derived from naturally occurring materials which are subject to compositional changes over time. Subsequently, typical data cannot be used to establish minimum and/or maximum specifications.

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**1.0 TYPICAL DATA**

CHARACTERISTIC	AVERAGE	REFERENCE
Available CaO (%)	92.0	ASTM C25
CaO (%)	95.0	ASTM C1271 (XRF)
MgO (%)	2.3	ASTM C1271 (XRF)
SiO <sub>2</sub> (%)	1.4	ASTM C1271 (XRF)
Al <sub>2</sub> O <sub>3</sub> (%)	0.4	ASTM C1271 (XRF)
Fe <sub>2</sub> O <sub>3</sub> (%)	0.15	ASTM C1271 (XRF)
S (%)	0.062	ASTM C25 (C/S Analyzer)
CO <sub>2</sub> (%)	0.64	ASTM C25 (C/S Analyzer)
Reactivity at 30 seconds (C)	26	ASTM C110
Reactivity at 180 seconds (C)	47	ASTM C110
Water Insoluble Residue (% Retained on 30 Mesh)	0.9	ASTM C110
5 Mesh [0.1570 in] (% Passing)	95	ASTM C110
30 Mesh [0.0232 in] (% Passing)	50	ASTM C110
50 Mesh [0.0117 in] (% Passing)	20	ASTM C110

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## Exhibit D – Hydrated Lime Specification

 <b>Lhoist North America</b> <small>Lhoist Group</small>  <small>Lhoist North America of Virginia, Inc.                  2093 Big Stony Creek Road, Ripplemead, VA, USA 24150                  Phone #: (540)-626-8731</small>	Site: LNA Kimballton, VA	Document Type (PTD): Product Typical Data
	Document No.: US80 - 3529 - PTD	Revision Date/Time: 4/24/2024 12:00:00 PM
Subject: <b>US80 - 3529 - SORBACAL® H BULK</b>		

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### 1.0 TYPICAL DATA

CHARACTERISTIC	AVERAGE	REFERENCE
Available Ca(OH) <sub>2</sub> (%)	94.3	ASTM C25
CaO (%)	74.0	ASTM C1271 (XRF)
MgO (%)	1.1	ASTM C1271 (XRF)
SiO <sub>2</sub> (%)	0.9	ASTM C1271 (XRF)
Al <sub>2</sub> O <sub>3</sub> (%)	0.3	ASTM C1271 (XRF)
Fe <sub>2</sub> O <sub>3</sub> (%)	0.1	ASTM C1271 (XRF)
Free Moisture - 25-150 C (%)	0.5	Moisture Balance
Loss on Ignition - 25-1000 C (%)	23.5	ASTM C25
200 Mesh [0.0029 in] (% Passing)	98.0	ASTM C110
325 Mesh [0.0017 in] (% Passing)	95.0	ASTM C110
1-Point BET Specific Surface Area (m <sup>2</sup> /g)	20.0	BET Instrument

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