



**Confirmation Number:** 03-00-27-9M2  
**Effective Date:** June 1, 2025  
**Master Agreement Number:** WPCO-AC-2022

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

**Buyer:** Wheeling Power Company  
1 Riverside Plaza, 14<sup>th</sup> Floor  
Columbus, OH 43215

Attn: Jared Griffith  
Phone: (724) 941-8653  
Email: jared.griffith@alrp.com

Attn: Matt Griffiths  
Cell Phone: (502) 271-0675  
Email: mtgriffiths@aep.com

**Primary Plant:** Mitchell  
**Force Majeure Destination Plant:** Mitchell  
**Email:** kmmlfuels@aep.com

**Term & Delivery Period:** January 1, 2027 through December 31, 2028

**Commodity:** Crushed, washed bituminous Coal, containing no synthetic fuels and otherwise meeting the specifications of this Confirmation.

**Contract Quantity:** The total Contract Quantity for the Term is 720,000 Tons of Coal from the Approved Production Source(s).

The Contract Quantity shall be delivered FOB Barge at the Designated Delivery Point during the Term to be delivered by a mutually agreeable shipping schedule in accordance with Table 1 below (each barge shall constitute a "Shipment").

**Table 1**

| Year | Tons    |
|------|---------|
| 2027 | 360,000 |
| 2028 | 360,000 |

Buyer has the right with 90-day notice to increase by up to 15% or defer up to 15% of the next quarter's ratable volume. In the case of an increase, these additional tons will be purchased at the price in effect when the additional tons are delivered. In the case of a deferral, the deferred volume will be shipped in the following year or at a later mutually agreeable time period and this Confirmation shall be extended into 2029 if necessary to accommodate delivery of the Contract Quantity and shall be priced at the price in effect at the time of their delivery.

Any tons not delivered in the scheduled calendar year will be the first tons delivered in the next calendar year in addition to the next calendar year's tonnage unless otherwise mutually agreed.



**Contract Price:**

The Contract Price set forth in Table 2 below is FOB Barge at the Designated Delivery Point , subject to Tariff Price Adjustments and adjustments pursuant to Schedule 7, Quality Adjustments, of the Master Agreement.

**Table 2**

| <b>Tons</b>       | <b>Price per Ton</b> |
|-------------------|----------------------|
| 1 - 360,000       | \$55.00              |
| 360,001 – 720,000 | \$57.00              |

**Tariff Price Adjustment:**

For the term of this Confirmation the price may be adjusted due to Tariffs imposed which are outside of either parties' control. Tariff ("Tariff") shall mean any new, increased or modified import duty, tax, or levy imposed by the United States federal government under the Harmonized Tariff Schedule of the United States (HTSUS) after March 18, 2025. If such a Tariff is imposed and directly impacts the cost of products, goods, and equipment used for the mining of the Coal or a clearly defined component part thereof required for performance of this Confirmation, Seller may request a price adjustment if the net change of a Tariff on the products, goods, equipment or component part increases the cost of the same by ten percent (10%) or more of the cost of such equipment or part immediately prior to the Tariff.

If Seller requests a Tariff Price Adjustment, Seller shall provide (1) a written notice to Buyer that Seller intends to adjust the Contract Price due to a Tariff, (2) evidence of: (i) the price of such products, goods, equipment or part paid by Seller as of the date of the contract to purchase such products, goods, equipment or part, (ii) the applicability of the Tariff to such products, goods, equipment or part, and (iii) Seller's payment of the increased Tariff (either directly or through an increase to the cost paid for such products, goods, equipment or part), and (3) a calculation showing the change in the Contract Price due to the Tariff. The evidence submitted shall be sufficient to allow Buyer to verify that the Tariff is the cause of the price change. Buyer may request, and Seller shall provide, additional documentation reasonably necessary to verify Seller's request, including but not limited to the records described in Article XI of the Master Agreement, as hereinafter defined. All capital cost requested due to a Tariff shall be amortized over the anticipated average life of the products, goods, equipment or part and allocated on the basis of the number of Tons to be produced from the Approved Production Source and sold to Buyer utilizing such products, goods, equipment or part. Upon Buyer's review and acceptance of Seller's request for a Tariff Price Adjustment the new Contract Price shall become effective the date Seller provides notice to Buyer requesting the contract change in (1) above. Seller is limited to two Contract Price Adjustments per year during the term of this Confirmation.

In the event a Tariff is repealed or reduced and Seller's cost for products, goods, equipment or parts is reduced, Seller shall provide Buyer a calculation showing the change in the Contract Price due to the Tariff change. The difference in the cost of the products, goods, equipment or part because of the Tariff or any later reduction of the Tariff shall be applied across the life of the products, goods, equipment or part and on a pro rata basis across all tons to be produced using the applicable equipment at the Approved Production Source. The decrease in the Contract Price due to a Tariff being repealed or reduced shall be applied as of the date of the change in the Tariff.

If Seller and Buyer are unable to agree as to the amount the price per Ton should be adjusted or as to whether a Tariff Price Adjustment is applicable, then the matter shall be submitted to a firm of mining engineers and/or independent certified public accountants mutually agreeable to the Parties for final determination, which shall be binding upon the Parties.

If at any time over the life of this Confirmation the Tariffs increase the Contract Price by more than 20% of the initial Contract Price in Table 2, either party may terminate this agreement.



**Quality Specifications:** As received basis, free flowing, be free of extraneous materials, with no intermediate sizes to be added or removed and in accordance with applicable ASTM standards for each Shipment, as follows:

| <u>Characteristic:</u>                         | <u>Contracted Half-Month:</u>   | <u>Half-Month Suspension Limit:</u> | <u>Shipment Rejection Limit:</u> |
|--|---|-------------------------------------|----------------------------------|
| Heating Value (Btu/lb.):                       | 12,600  | 12,450 minimum                      | 12,300 minimum                   |
| SO <sub>2</sub> (lbs. SO <sub>2</sub> /mmBtu): | 5.50  | 6.00 maximum                        | 6.50 maximum                     |
| Moisture (%):                                  | 7.00  | 8.00 maximum                        | 10.00 maximum                    |
| Ash (%):                                       | 9.50  | 10.00 maximum                       | 12.00 maximum                    |
| Volatile Matter (%):                           | 38  | Not Applicable                      | 34. minimum                      |
| Hardgrove Grindability:                        | 50  | Not Applicable                      | 48 minimum                       |
| Ash Fusion Temperature (H=1/2w) °F Red. Atm.:  | 2,150   | Not Applicable                      | 2,050 minimum                    |
| Mercury (lbs. Hg per TBu)                      | 9.50  | Not Applicable                      | Not Applicable                   |
| Chlorine (%)                                   | 0.10  | 0.12 maximum                        | 0.13 maximum                     |
| Sizing:  | 2 X 0 inches topsize, nominal, with maximum 65% passing one-quarter inch square wire cloth sieve to be determined on the basis of the primary cutter of the mechanical sampling system. |                                     |                                  |

**Approved Production Source(s):** Tunnel Ridge Mine from the Pittsburgh #8 seam of coal located in Ohio County, WV.

**Approved Force Majeure Production Source(s):** Tunnel Ridge Mine from the Pittsburgh #8 seam of coal located in Ohio County, WV.

**MSHA ID:** 46-08864

**Designated Deliver Point(s):** FOB barge at the Tunnel Ridge Facility (MP 82.3) on the Ohio River.

**Weighing Party:** Seller shall be the weighing party. The weighing party shall weigh the Coal in accordance with Schedule 8 of the Agreement.

**Sampling & Analysis Party:** Seller shall be the sampling party. The sampling party shall sample and analyze the Coal in accordance with Schedule 8 of the Agreement.

**Quality Adjustments:** Btu and SO<sub>2</sub> adjustment formulas are per Schedule 7 of the Agreement. In addition to the above price reduction formulas, for each Shipment of Coal having an SO<sub>2</sub> value greater than the Shipment Rejection Limit, should Buyer choose not to elect its rejection rights under Article II of this Agreement, a price discount shall be negotiable.

**Certification Date:** March 10, 2025

**Other Terms:** This Confirmation supplements, forms part of, and is subject to, the Master Coal Purchase and Sale Agreement dated November 1, 2022, as it has or may be amended and supplemented from time to time (the "Agreement"), between the Seller and Buyer. All provisions contained in the Agreement shall govern this Confirmation, except that any inconsistency or conflict between provisions of this Confirmation and provisions of the Agreement shall be resolved in favor of any provisions of this Confirmation. Terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Please confirm that the foregoing correctly sets forth the terms of this Confirmation by returning an executed copy of this Confirmation by electronic mail to the addresses specified in this Confirmation. This Confirmation shall not be effective until it has been signed by Buyer and Seller.

**SIGNATURE PAGE FOLLOWS**



Accepted:

**Seller:**  
Alliance Coal, LLC

  
Signature

Timothy J. Whelan  
Senior Vice President

Date: 8/19/25

**Buyer:**  
Wheeling Power Company   

Signed by:  
  
BD1FA5DF420F4DD  
Signature

Joel H. Jansen  
SVP, Regulated Commercial Operations  
American Electric Power Service Corporation  
As Agent for Wheeling Power Company

Date: 8/19/2025 | 3:13 PM EDT