



ACNR Coal Sales, Inc.
 46226 National Road
 St. Clairsville, OH 43950
 Attn: Coal Contract Administration

March 31, 2021

Re: Coal Purchase and Sale Agreement No. 07-77-05-900 dated January 6, 2006 by and between Kentucky Power Company (assignee for the KPC Tonnage Obligation from AEP Generation Resources Inc.) ("Buyer") and ACNR Coal Sales, Inc. (assignee from Consolidation Coal Company and McElroy Coal Company, the "Seller")

Amendment No. 2021-1

Gentlemen:

Reference is made to the above-captioned Coal Purchase and Sale Agreement, as amended (the "Agreement"), under which Seller is supplying Coal to Buyer.

Buyer and Seller do hereby agree to the following amendments to the Agreement, which amendments shall be deemed effective as of **January 1, 2020**:

- 1.) All references to "McElroy" or "McElroy Mine" are deleted and replaced with "Marshall" or "Marshall County Mine," as applicable.
- 2.) In Article I, Term and Delivery Period, the reference to "December 31, 2022" is deleted and replaced with "December 31, 2023".
- 3.) In Article II, Contract Quantity, delete Table 2.1 in its entirety and replace with the following in lieu thereof:

Table 2.1

Contract Year	Marshall County Mine Tons Per Year ^(A)
2016	1,554,314
2017	1,342,543 ^(B)
2018	1,142,208 ^{(C) (D) (E) (F)}
2019	1,548,973 ^{(D) (E)}
2020	1,025,697 ^{(D) (F)}
2021	1,477,067 ^{(D) (G)}
2022	1,000,000 ^(D)
2023	500,000 ^(H)

Table 2.1 Associated Footnotes:

- (A) Beginning in Contract Year 2017, Buyer shall be subject to the Incremental NAPP RFR Obligation, as set forth in Article V, Section 5.3.



- (B) During the 2016 Negotiation Period for Segment Pricing Periods 2017 through 2019, Buyer and Seller did not reach agreement on Segment A pricing for Contract Year 2017, therefore the annual Contract Quantity Tons for 2017 has been reduced by 667,000 Tons, and such Tons are subject to Section 5.2(c) and the Annual RFR Obligation. In addition, of the quantity obligated, 393,421 Tons represent Contract Year 2016 shortfall and will be the first Tons delivered in 2017 at the applicable 2016 Contract Price. Such Contract Year 2016 shortfall is reflected in the stated quantity amount for Contract Years 2016 and 2017.
- (C) Of the 2018 quantity obligated, 383,878 Tons represent Contract Year 2017 shortfall and will be the first Tons delivered in 2018 at the applicable 2017 Contract Price. Such Contract Year 2017 shortfall is reflected in the stated quantity amount for Contract Years 2017 and 2018. Buyer made a pre-payment equal to the difference of the Contract Price and the Argus Coal Daily Pittsburgh Seam price (FOB Mine (12,500 Btu/lb.; 6.0 lbs. SO₂)) of \$35.45 per Ton, as published on August 25, 2017 for the fourth calendar quarter of 2017 (such difference being the "2017 Market Differential"), multiplied against the expected number of shortfall Tons. Such shortfall Tons shall be delivered at the applicable Contract Price minus the agreed upon 2017 Market Differential.
- (D) For Contract Years 2018, 2019, 2020, 2021, and 2022, Buyer and Seller agree to carry-over up to a maximum of 400,000 Tons of Contract Quantity Tons into subsequent Contract Years, provided, however, such shortfall Tons shall be the first Tons delivered in the subsequent Contract Year and priced at the Contract Price for the Contract Year in which the shortfall Tons were to be delivered originally, which is not yet reflected in the stated quantity amount for subsequent Contract Years 2022-2023.
- (E) Of the 2019 quantity obligated, 548,973 Tons represent Contract Year 2018 shortfall. The first 400,000 Tons and the last 148,973 Tons delivered will be at the applicable 2018 Contract Price. Such Contract Year 2018 shortfall is reflected in the stated quantity amount for Contract Years 2018 and 2019.
- (F) Of the 2020 quantity obligated, 25,697 Tons represent Contract Year 2018 shortfall and will be the first Tons delivered in 2020 at the applicable 2018 Contract Price. Such Contract Year 2018 shortfall is reflected in the stated quantity amount for Contract Years 2018 and 2020.
- (G) Of the 2021 quantity obligated, 477,067 Tons represent Contract Year 2020 shortfall and will be the first Tons delivered in 2021 at the applicable 2020 Contract Price. Such Contract Year 2020 shortfall is reflected in the stated quantity amount for Contract Years 2020 and 2021.
- (H) Buyer may increase or decrease this stated Contract Quantity by 25,000 Tons per calendar quarter by providing 30 days written notice to Seller prior to each calendar quarter ("2023 Option Tons"). Notice for such Option Tons shall be provided to Seller on or before the following dates for the applicable calendar quarter: December 1, 2022, March 1, 2023, June 1, 2023, and September 1, 2023. If no notice is provided, the applicable quarterly Contract Quantity will be one fourth of the 2023 Contract Quantity.
- 4.) In Article V, Section 5.1, Contract Price is amended by deleting Table 5.1.1 and its Associated Footnotes in their entirety and by inserting the following Table 5.1.1 and its Associated Footnotes in lieu thereof:

Table 5.1.1

Contract Price		
<u>Contract Year</u>	<u>Marshall County Mine/ Non-Mitchell</u> ⁽¹⁾	<u>Marshall County Mine/ Mitchell</u> ⁽¹⁾
2016	\$49.177	\$50.177
2017	\$50.139 ⁽²⁾	\$51.139
2018	\$42.062 ⁽³⁾	\$43.062
2019	\$38.858 ⁽⁴⁾	\$39.858
2020	\$41.287 ⁽⁵⁾	\$42.287
2021	\$40.921 ⁽⁶⁾	\$41.921
2022	\$41.157 ⁽⁷⁾	\$42.157
2023	\$36.500 ⁽⁸⁾	\$37.500 ⁽⁸⁾

ACNR Coals Sales, Inc.
Purchase and Sale Agreement No. 07-77-05-900
Amendment 2021-1
Page 3 of 6

Table 5.1.1 Associated Footnotes:

- (1) Unless otherwise stated, the Segment prices contain a WV Special Reclamation Tax rate of \$0.279 per Ton, effective as of July 1, 2012. Said tax rate is subject to change based on periodic reviews by the West Virginia State Legislature.
- (2) The Contract Price reflects 667,000 Tons at \$55.620 per Ton and 666,000 Tons at \$44.650 per Ton.
- (3) The Contract Price reflects 666,000 Tons at \$46.630 per Ton and 667,000 Tons at \$37.500 per Ton.
- (4) The Contract Price reflects 667,000 Tons at \$40.000 per Ton and 333,000 Tons at \$36.570 per Ton.
- (5) The Contract Price reflects 333,000 Tons at \$37.150 per Ton and 333,000 Tons at \$42.250 per Ton and 334,000 Tons at \$44.450 per Ton.
- (6) The Contract Price reflects 333,000 Tons at \$43.100 per Ton and 334,000 Tons at \$44.900 per Ton and 333,000 Tons at \$34.750 per Ton.
- (7) The Contract Price reflects 334,000 Tons at \$45.800 per Ton and 333,000 Tons at \$36.500 per Ton. The remaining Segment will be priced during the 2021 Negotiation Period.
- (8) The Contract Price reflects 500,000 Tons plus any elected 2023 Option Tons.

5.) In ARTICLE XXII, Addresses for Notices, Invoices and Wire Transfers, the Parties' address information for Notices are amended to state as follows:

For Notices:
If to Seller:

ACNR Coal Sales, Inc.
46226 National Road
St. Clairsville, OH 43950
Attn: Todd Adkins
E-mail: toddAdkins@acnrinc.com

and

ACNR Coal Sales, Inc.
46226 National Road
St. Clairsville, OH 43950
E-mail: ACNRcoalsales@acnrinc.com
Attn: Coal Contract Administration
Facsimile No.: (740) 338-3405

With a copy to:

ACNR Coal Sales, Inc.
Attn: General Counsel
46226 National Road
St. Clairsville, OH 43950
Phone: (740) 338-3100
Fax: (740) 338-3405
E-mail: legal@acnrinc.com

Inquiries concerning invoicing and/or shipping notices, please contact Accounts Receivable Department:

ACNR Coal Sales, Inc.
Attn: Accounts Receivable



ACNR Coals Sales, Inc.
Purchase and Sale Agreement No. 07-77-05-900
Amendment 2021-1
Page 4 of 6

46226 National Road
St. Clairsville, OH 43950
Phone: (740) 338-3100
Fax: (740) 338-3414
E-mail: arinfo@acnrinc.com

If to Buyer:

Notices:
American Electric Power Service Corporation
Attn: KPCo Coal Procurement
1 Riverside Plaza, 14th Floor
Columbus, OH 43215
E-mail: contracts_notice@aep.com

Invoices:
American Electric Power Service Corporation
Attn: KPCo Fuel Accounting
1 Riverside Plaza, 26th Floor
Columbus, OH 43215
E-mail: cantonfuelaccounting@aep.com
E-mail: corporate_accounting_-_regulated_fuel@aep.com

- 6.) In **Schedule 3.1-A, Specification A*** is amended by deleting it in its entirety and inserting the following Specification A* in place thereof:

Specification A*:

Marshall County Mine Coal (Mitchell or FOB Belt)			
Weighted Average "As-Received" Basis			
	Contracted Half-Month (A)	Suspension	
		Half-Month (A)	Applicable Lot (B)(D)
Calorific Value (Btu/lb.) min. (G)	12,650	12,550	12,450
Except for 2023, equals:	12,500	12,500	12,450
Moisture (%) max.	6.50	7.25	7.50
Ash (%) max. (F)	9.50	10.00	10.50
Volatile Matter (%) min.	37.50	36.90	36.00
Hardgrove Grindability min.	53	52	51
Lbs. SO ₂ /MM Btu max. (C) ¹	(E)	7.10	7.35
Except for 2014, equals:	(E)	7.10	7.45
Except for 2015, equals:	(E)	7.30	7.50
Except for 2016, equals:	(E)	7.25	7.45
Ash Fusion (H=½ W) °F Red Atm min.	2,100	2,030	2,000



ACNR Coals Sales, Inc.
Purchase and Sale Agreement No. 07-77-05-900
Amendment 2021-1
Page 5 of 6

- 7.) In **Schedule 3.1-A**, the definition of (E) that is applicable to Specification A and B is amended by deleting it in its entirety and inserting the following definition of (E) in place thereof:

(E) = The SO₂ Specification shall be as follows for the applicable Contract Year:

Weighted Average "As Received" Basis Contracted Half-Year SO₂ Specification	
Contract Year	Marshall County Mine Coal
2016	6.35
2017	6.25 ^(A)
2018	6.35 ^(B)
2019	6.80 ^(C)
2020	6.28 ^(D)
2021	6.18 ^(E)
2022	5.15 ^(F)
2023	TBD ^(G)

Footnotes to Table for definition of "(E)":

- (A) For Contract Year 2017, the Contracted Half-Year SO₂ Specification shall be calculated based on 667,000 Tons at 6.50 lbs. SO₂/MMBtu and 666,000 Tons at 6.00 lbs. SO₂/MMBtu.
- (B) For Contract Year 2018, the Contracted Half-Year SO₂ Specification shall be calculated based on 666,000 Tons at 6.00 lbs. SO₂/MMBtu, and 667,000 Tons at 6.70 lbs. SO₂/MMBtu.
- (C) For Contract Year 2019, the Contracted Half-Year SO₂ Specification shall be calculated based on 667,000 Tons at 6.80 lbs. SO₂/MMBtu and 333,000 Tons at 6.80 lbs. SO₂/MMBtu.
- (D) For Contract Year 2020, the Contracted Half-Year SO₂ Specification shall be calculated based on 333,000 Tons at 6.50 lbs. SO₂/MMBtu and 333,000 Tons at 6.20 lbs. SO₂/MMBtu, and 334,000 Tons at 6.15 lbs. SO₂/MMBtu.
- (E) For Contract Year 2021, the Contracted Half-Year SO₂ Specification shall be calculated based on 333,000 Tons at 6.10 lbs. SO₂/MMBtu, and 334,000 Tons at 6.15 lbs. SO₂/MMBtu, and 333,000 Tons at 6.30 lbs. SO₂/MMBtu.
- (F) For Contract Year 2022, the Contracted Half-Year SO₂ Specification shall be calculated based on 334,000 Tons at 5.60 lbs. SO₂/MMBtu, 333,000 Tons at 4.70 lbs. SO₂/MMBtu with the remainder to be determined during Negotiation Period 2021, and weight averaged together for a final Contracted Half-Year SO₂ Specification.
- (G) For Contract Year 2023, the Contracted Half-Year SO₂ Specification shall be the lower of: 5.50 lbs. SO₂/MMBtu or the weight average Contract Year 2022 lbs. SO₂/MMBtu

[Remainder of page intentionally left blank]



ACNR Coals Sales, Inc.
Purchase and Sale Agreement No. 07-77-05-900
Amendment 2021-1
Page 6 of 6


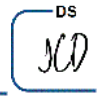

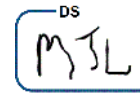
Except as amended herein, all other provisions of the Agreement shall remain in full force and effect. If you are in agreement with the foregoing, kindly indicate your acceptance thereof by signing in the space provided below and by returning to Buyer as provided in the Agreement.

Sincerely,

Agreed and Accepted by:
ACNR Coal Sales, Inc.

DocuSigned by:


2D776FD366C7480...
Paul Chodak III
Vice President
Kentucky Power Company

By: Robert D. Moore
Its: President

Dated: 4/21/2021 | 9:43 AM PDT

Dated: _____

