

COAL SUPPLY AGREEMENT

BETWEEN

ALLIANCE COAL, LLC

AND

LOUISVILLE GAS AND ELECTRIC COMPANY

AND

KENTUCKY UTILITIES COMPANY

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COAL SUPPLY AGREEMENT

This is a coal supply agreement (this “Agreement”) dated March 24, 2020 (the Effective Date”), by and between LOUISVILLE GAS AND ELECTRIC COMPANY (“LG&E”) and KENTUCKY UTILITIES COMPANY (“KU”), each a Kentucky corporation, with a common address at 220 West Main Street, Louisville, Kentucky 40202, (LG&E and KU are each individually sometimes called a “Buyer” as more particularly described below) and ALLIANCE COAL, LLC, a Delaware limited liability company, having an address of 1717 South Boulder Avenue, Tulsa, Oklahoma 74119-4886 (hereinafter referred to as “Seller”). Buyer and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

- A. --Buyer is the owner and/or operator of the E. W. Brown Generating Station located in Mercer County, Kentucky; the Mill Creek Generating Station, located in Jefferson County, Kentucky; the Trimble County Generating Station located in Trimble County, Kentucky; and the Ghent Generating Station located in Carroll County, Kentucky.
- B. Seller owns or controls certain coal mining companies and/or coal mine operations, including that described in §4.1 below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. GENERAL.

§1.1. Seller agrees to sell and deliver to Buyer and Buyer agrees to purchase and receive from Seller steam coal subject to the terms and conditions set forth herein.

§1.2. Seller acknowledges that, while there will be no effect on the Base Quantity set forth in Section 3 below, LG&E and KU will allocate the quantity of coal to be purchased and received hereunder between themselves and that such allocation may change from time to time, at the sole discretion of LG&E and KU. Therefore, the term “Buyer” as used herein shall mean: (a) with respect to any particular “Shipment” (as such term is defined in §6.2 below) actually received by either LG&E or KU, the party who actually received such Shipment; and (b) as may be determined by LG&E and KU, in their sole discretion with respect to any time or circumstance under this Agreement that the party or parties constituting “Buyer” is not determined pursuant to clause (a) immediately above (including, without limitation, matters involving exercise of rights or remedies by Buyer or enforcing obligations, duties and liability against Buyer by Seller not involving Shipments or prior to receipt of Shipments), the party or parties (and in such percentage allocation, if applicable), subject to the limitations on suspension of performance obligations and right of termination set forth in §10.1 and §10.2. As provided in §19.12 below, Seller agrees that the liability of each of LG&E and KU shall at all times be several and not joint. Each party shall have the obligations, duties and liability of a Buyer hereunder only to the extent (and in the percentage, if applicable) that each such party is determined to be a “Buyer” pursuant to this paragraph. Also, LG&E and KU each shall have the rights and remedies of a Buyer hereunder only to the extent (and in the percentage, if applicable) that each of them is determined to be a “Buyer” pursuant to this paragraph. In the event the determination of the “Buyer” pursuant to this paragraph is found contrary to law or unenforceable by any court of law, or cannot be reasonably made with respect to any particular circumstance for any reason, the

rights, remedies, obligations, duties and liabilities of Buyer shall be allocated to each of LG&E and KU, severally and not jointly, 50% to each party.

SECTION 2. TERM.

§2.1. The term of this Agreement shall commence as of the date hereof and shall continue through December 31, 2023, unless sooner terminated pursuant to any of the terms set forth herein. Deliveries shall be made starting on or after January 1, 2021. The term may be extended as provided herein.

SECTION 3. QUANTITY.

§3.1. Base Quantity. Subject to the terms and conditions set forth in this Agreement, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the following annual base quantity of coal ("Base Quantity"):

<u>YEAR</u>	<u>BASE QUANTITY (TONS)</u>
2021	1,000,000
2022	1,000,000
2023	1,000,000

The Base Quantity of coal scheduled to be delivered in a given calendar year (as such quantity may be adjusted as provided in this §3.1) shall be delivered during that calendar year. Notwithstanding the foregoing, if Seller does not deliver to Buyer all of such adjusted Base Quantity scheduled for a particular year for any reason (except to the extent such failure to deliver is caused by Buyer's unexcused failure to accept or is due to an environmental force majeure, as provided in Section 10), then Buyer, at its sole option (except in certain Force Majeure instances provided in Section 10), may elect to make up such undelivered quantities ("Make-up Tons") by having Seller deliver the

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undelivered quantities to Buyer in the calendar year immediately following the calendar year in which such Make-up Tons should have been delivered (the "Make-up Year"). Prior to making such election, Buyer may request from Seller adequate assurances, satisfactory to Buyer, that Seller is capable of delivering and will deliver to Buyer both the Base Quantity set forth for the Make-up Year and the Make-up Tons in the Make-up Year. Notwithstanding the foregoing, if Buyer does not accept from Seller all of such adjusted Base Quantity scheduled for a particular year for any reason (except to the extent such failure to accept delivery is caused by Seller's unexcused failure to deliver or is due to an environmental force majeure as provided in Section 10), then Seller, at its sole option (except in certain Force Majeure instances provided in Section 10), may elect to make up such Make-up Tons by having Buyer accept delivery of the undelivered quantities from Seller in the Make-up Year. Prior to making such election, Seller may request from Buyer adequate assurances, satisfactory to Seller, that Buyer is capable and will accept delivery from Seller both the Base Quantity set forth for the Make-up Year and the Make-up Tons in the Make-up Year.

In the event of an election described in the preceding paragraph, the quantity of the Make-up Tons shall be added to and shall increase the Base Quantity for the Make-up Year, and such new Base Quantity (with adjustments, if any, as provided elsewhere herein and including the Make-up Tons) shall be delivered and received pursuant to a new mutually-agreed delivery schedule incorporating the delivery of the additional Make-up Tons. In such event, for accounting and payment purposes, the first tons delivered in the Make-up Year shall be considered the Make-up Tons, and deliveries will not be considered a part of the original Base Quantity for the Make-up Year unless and until Seller has sold and delivered to Buyer and Buyer has purchased and accepted delivery of all of the Make-up Tons which should have been delivered in the previous year. The term of this Agreement shall be extended automatically to accommodate delivery of Make-up Tons, if any, from the final calendar

year of the Agreement in the following calendar year. If Seller's failure to deliver or Buyer's failure to accept delivery of, as the case may be, all of the Base Quantity during a particular year constitutes a breach of or other violation under this Agreement, nothing in this §3.1 shall act as a waiver of such breach or violation or shall act as a limitation on Buyer's or Seller's remedies; provided however, that if a Party elects to make up the Make-up Tons, then such election and the receipt or acceptance, as the case may be, of the Make-up Tons in the Make-up Year shall be that Party's sole and exclusive remedy for the other Party's failure to deliver or accept delivery of, as the case may be, the Make-up Tons in that particular year.

SECTION 4. SOURCE.

§4.1. Source. Seller shall supply the coal sold hereunder from the Western Kentucky No. 9 coal seam via the Cardinal Mine, as operated by the coal mining operation of Seller's affiliate, Warrior Coal, LLC, in Hopkins County, Kentucky (a "Producer," when and if plural, "Producers," and the operation a "Coal Property," when and if plural, "Coal Properties"). Upon providing written notice to Buyer and after receiving Buyer's written consent, which shall not be unreasonably withheld, Seller shall have the right to add to the Coal Properties mining operations or Producers currently owned or controlled, in whole or in part, by it, or mining operations which in the future are developed, owned or controlled, in whole or part, by it, provided Seller is responsible for any additional transportation costs and provided further the coal meets the quality specifications set forth in Section 6. Seller represents that it or the relevant Producer has title to or legal control over the Coal Properties and the coal located thereon. Seller also represents and warrants that the coal, when delivered, will be free and clear of all liens and that Buyer will have good and marketable title to the delivered coal.

§4.2. Assurance of Capacity, Operation and Reserves. Subject to the provisions of this Agreement, Seller represents and warrants that the Coal Properties contain coal of such quality and in such quantities as will be sufficient to satisfy all the requirements of this Agreement. Seller agrees and warrants that it will have, or cause the Producers to have, at the Coal Properties adequate machinery, equipment and other facilities to produce, prepare and deliver coal in the quantities and of the quality required by this Agreement. Seller further agrees to, or cause the Producers to, operate and maintain such machinery, equipment and facilities in accordance with good mining practices so as to efficiently produce, prepare and deliver such coal. Seller agrees that Buyer is not providing any capital for the purchase of such machinery, equipment and/or facilities and that Seller shall operate and maintain same at its sole expense, including all required permits and licenses.

§4.3. Substitute Coal. Upon providing prior written notice to Buyer, and after receiving Buyer's written consent, which shall not be unreasonably withheld, Seller may, but shall not be required to, supply coal from sources other than the Coal Properties which meets the quality specifications set forth in Section 6 ("Substitute Coal"). The price to Buyer of such Substitute Coal shall not exceed the delivered price in dollars per million Btu for coal to be supplied from the Coal Properties. Seller's conditional right to furnish Substitute Coal shall not affect its right to claim force majeure because of events occurring at the mines on any of the Coal Properties. In the event Seller is providing Substitute Coal and experiences a force majeure event at the Substitute Coal source, Seller shall supply Buyer with coal from one or more of the Coal Properties sources.

All Substitute Coal supplied hereunder shall be supplied pursuant to all the terms and conditions of this Agreement, including, but not limited to, the quantity provisions of Section 3, the delivery provisions of Section 5, the quality specifications of Section 6 and the price provisions of Section 8.

§4.4. Non-Diversion of Coal. Seller agrees that it will not, without Buyer's express prior written consent, use or sell coal from the Coal Properties in a way that will reduce the quantity of coal to less than the quantity required to be supplied hereunder to Buyer.

§4.5. Authority. Seller shall have sole and exclusive authority to direct and control its respective activities and operations, and those of any subcontractors, undertaken in the performance of Seller's obligations under this Agreement. Seller shall exercise full and complete control over its respective work force and labor relations policies. Buyer shall have no authority or control over either Seller's operations or work force.

SECTION 5. DELIVERY.

§5.1. Rail Delivery Point. The coal shall be delivered to Buyer F.O.B. railcar at the Warrior Coal rail loading facility near Madisonville, Kentucky on the Paducah and Louisville Railroad (the "Rail Delivery Point"). With Buyer's prior consent, not to be unreasonably withheld, Seller may deliver the coal at a location different from the Rail Delivery Point, provided, however, that Seller shall reimburse Buyer, upon submittal by Buyer of appropriate documentation acceptable to Seller, whose acceptance shall not be unreasonably withheld, for any resulting increases in the cost of transporting the coal to Buyer's generating station. Any resulting savings in such transportation costs shall be retained by Buyer.

§5.2. Rail Title and Risk of Loss. Title to and risk of loss respecting the coal will pass to Buyer, and the coal will be considered to be delivered, when it is loaded into the railcars at the Rail Delivery Point or any alternative location agreed to by Buyer pursuant to §5.1.

§5.3. Rail Transportation Cost and Logistics. Buyer or its rail transportation contractor ("Railway") shall furnish suitable railcars in accordance with a delivery schedule provided by Buyer

to Seller and shall pay the cost of such rail transportation. Seller shall be responsible for and pay the cost of repairs for any damages caused by Seller to railcars owned, leased, or contracted by Buyer while such railcars are in Seller's control or custody. Seller shall comply with the applicable provisions of Railway's tariff and contract documents to the extent that Buyer has provided advance notice of the contents and requirements of such documents. For transportation delays which are the fault of Seller, Seller shall promptly pay any documented demurrage or other penalties incurred by Buyer or otherwise which are assessed or accrue at the Rail Delivery Point. Seller shall also be responsible for and promptly pay all documented penalties or other costs assessed for railcars not loaded in conformity with applicable requirements, including relating to over- or under-loading events.

§5.4. Rail Freeze Conditioning. At Buyer's request, Seller shall treat (or have treated) any shipments of coal hereunder with a freeze conditioning agent approved by Buyer in order to maintain coal handling characteristics during shipment. If requested by Buyer, Seller shall also treat (or have treated) any railcars specified by Buyer with a side release agent approved by Buyer. The price for each requested chemical treatment shall be an amount equal to Seller's cost of application on a per gallon basis for each application of freeze conditioning agent or side release agent, as the case may be. Seller shall invoice Buyer for all such treatment and payment shall be made for same in accordance with §9.2 and §9.3 below.

§5.5. Delivery Schedule. The coal shall be delivered under mutually agreed to monthly shipping schedules. The coal shall be delivered in approximately ratable monthly quantities, to the extent practicable, taking into account each party's loading and unloading logistics, unexpected constraints in the day-to-day operations, stockpile management and storage capabilities, and planned

outages at Buyer's generating stations. Accordingly, each party shall exert all reasonable efforts to accommodate changes in delivery schedules requested by the other party due to such events.

SECTION 6. QUALITY.

§6.1. Specifications.

§6.1.(a) The coal delivered hereunder shall conform to the following specifications on an "as received" basis:

Specifications	Guaranteed Monthly Weighted Average (1)	Rejection Limits (per shipment)
BTU/LB.	min. <u>11,500</u>	< <u>11,200</u>
<u>LBS/MMBTU</u>		
MOISTURE	max. <u>8.50</u>	> <u>10.00</u>
ASH	max. <u>12.30</u>	> <u>15.00</u>
SULFUR	max. <u>3.00</u>	> <u>3.20</u>
SULFUR	min. <u>2.40</u>	< <u>2.00</u>
FLUORINE	max. <u>0.0087</u>	> <u>0.0117</u>
NITROGEN	max. <u>1.26</u>	> <u>1.45</u>
CHLORINE	max. <u>2,300 PPM</u>	> <u>2,500 PPM</u>
ARSENIC	max <u>6 PPM</u>	> <u>8 PPM</u>
SIZE (3" x 0"):		
Top size (inches)*	max <u>2.5 x 0</u>	> <u>3 x 0</u>
Fines (% by weight)		
Passing 1/4" screen	max. <u>55</u>	> <u>60</u>
<u>% BY WEIGHT:</u>		
VOLATILE	max. <u>40.0</u>	> <u>41.0</u>
VOLATILE	min. <u>31.0</u>	< <u>30.0</u>
FIXED CARBON	max. <u>48.0</u>	> <u>49.0</u>
FIXED CARBON	min. <u>40.0</u>	< <u>39.0</u>
GRINDABILITY (HGI)	min. <u>50</u>	< <u>48</u>

BASE ACID RATIO (B/A)	max	0.62	>	0.75
SLAGGING FACTOR**	max.	1.95	>	2.25
FOULING FACTOR***	max.	<u>0.65</u>	>	<u>0.80</u>

ASH FUSION TEMPERATURE (°F) (ASTM D1857)

REDUCING ATMOSPHERE

Initial Deformation	min.	<u>1940</u>	min.	<u>1900</u>
Softening (H=W)	min.	<u>2020</u>	min.	<u>1975</u>
Softening (H=1/2W)	min.	<u>2050</u>	min.	<u>2000</u>
Fluid	min.	<u>2150</u>	min.	<u>2100</u>

OXIDIZING ATMOSPHERE

Initial Deformation	min.	<u>2300</u>	min.	<u>2200</u>
Softening (H=W)	min.	<u>2320</u>	min.	<u>2280</u>
Softening (H=1/2W)	min.	<u>2425</u>	min.	<u>2300</u>
Fluid	min.	<u>2490</u>	min.	<u>2375</u>

(1) An Actual Monthly Weighted Average will be calculated for each specification based upon the aggregate quantity of coal delivered hereunder and unloaded at all of Buyer's generating stations during a month.

*All of the coal will be of such size that it will pass through a screen having circular perforations three (3) inches in diameter, but shall, on a monthly weighted average basis, not contain more than fifty-five percent (55%) by weight of coal that will pass through a screen having circular perforations one-quarter (1/4) of an inch in diameter.

** Slagging Factor (R_s) = (B/A) × (Percent Sulfur by Weight_{Dry})

*** Fouling Factor (R_f) = (B/A) × (Percent Na₂O by Weight_{Dry})

The Base Acid Ratio (B/A) is herein defined as:

$$\text{BASE ACID RATIO (B/A)} = \frac{(\text{Fe}_2\text{O}_3 + \text{CaO} + \text{MgO} + \text{Na}_2\text{O} + \text{K}_2\text{O})}{(\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{TiO}_2)}$$

Note: As used herein > means greater than:
< means less than.

§6.2. Definition of "Shipment". As used herein, a "shipment" shall mean one (1) unit train load of coal.

§6.3. Rejection. Buyer has the right, but not the obligation, to reject any shipment which is subject to rejection based on any or all of the Rejection Limits set forth in §6.1 above or which contains extraneous materials. Buyer must reject such shipment of coal within three (3) business days of receipt of the coal analysis provided for in §7.2 or such right to reject shall be waived with respect to such shipment of coal. In the event Buyer rejects such shipment of non-conforming coal, title to and risk of loss of the coal with respect to such shipment shall be considered to have never passed to Buyer, and Buyer shall return such non-conforming coal to Seller or, at Seller's request, divert such non-conforming coal to Seller's designee, all at Seller's cost and risk.

Seller shall replace the rejected coal within five (5) business days from notice of rejection with coal of a quality superior to the Rejection Limits set forth in §6.1. If Seller fails to replace the rejected coal within such five (5) business day period or the replacement coal is rightfully rejected, Buyer may purchase coal from another source in order to replace the rejected coal. Provided that Buyer acted in a commercially reasonable manner to mitigate its loss, Seller shall reimburse Buyer for (i) any amount by which the actual price plus transportation costs to Buyer of such coal purchased from another source exceeds the price of such coal under this Agreement plus transportation costs to Buyer from the Delivery Point or other delivery point of the rejected shipment and (ii) any and all transportation, storage, handling, or other expenses that have been incurred by Buyer for rightfully rejected coal. Rejected coal tonnages shall not be included in the calculation of the actual Monthly Weighted Average quality of the coal delivered during the Delivery Month (as defined in §8.2 below) or any quality price adjustments for the Delivery Month. Tonnages of Rejected Coal shall not be included in the total of tons delivered under this Agreement. Tonnages of replacement coal and/or cover coal shall be included in the total of tons delivered under this Agreement and in the calculation of the actual

Monthly Weighted Average. The remedies set forth in this §6.3 and §6.4 shall be Buyer's sole and exclusive remedies for rightfully rejected coal.

If Buyer fails to reject a shipment of non-conforming coal which it had the right to reject for failure to meet any or all of the Rejection Limits set forth in §6.1 or because such shipment contained extraneous materials, then such shipment of non-conforming coal shall be deemed accepted by Buyer; however, the price shall be adjusted in accordance with §8.2 and the quantity Seller is obligated to sell to Buyer under this Agreement may or may not be reduced by the amount of each such non-conforming shipment at Buyer's sole option. Further for shipments containing extraneous materials, which include, but are not limited to, slate, rock, wood, corn husks, mining materials, metal, and/or steel, the estimated weight of such materials shall be deducted from the weight of that shipment.

§6.4. Suspension and Termination. If the coal sold hereunder fails to meet the same applicable Guaranteed Monthly Weighted Average specification set forth in §6.1 for any two (2) months in a six (6) month period, or if one (1) shipment is rejectable for any Rejection Limits specification set forth in §6.1 in any thirty (30) day period, then Buyer may upon telephone or e-mail notice to Seller, and subsequently confirmed in writing and sent to Seller by certified mail, suspend future shipments except shipments already loaded. Seller shall, within ten (10) days, provide Buyer with reasonable assurances that subsequent monthly deliveries of coal shall meet or be of a quality superior to the Guaranteed Monthly Weighted Averages set forth in §6.1 and that the coal will meet or be of a quality superior to the rejection limits. If Seller fails to provide such assurances within said ten (10) day period, Buyer may terminate this Agreement by giving written notice of such termination at the end of the ten (10) day period and exercise all rights and remedies it may have hereunder, at law or at equity. A waiver of this right for any one (1) period by Buyer shall not constitute a waiver for subsequent periods. If Seller provides such assurances to Buyer's reasonable satisfaction, shipments hereunder shall resume

and any tonnage deficiencies resulting from suspension may be made up at Buyer's sole option. Buyer shall not unreasonably withhold its acceptance of Seller's assurances or delay the resumption of shipments.

If Seller, after giving such assurances, fails to meet the same Guaranteed Monthly Weighted Average specification set forth in §6.1 which gave rise to Buyer's right of suspension for any one (1) month within the next six (6) months or if one (1) shipment is rejectable for the same applicable Rejection Limits specification set forth in §6.1 which gave rise to Buyer's right of suspension within any one (1) month during such six (6) month period, then Buyer may terminate this Agreement and exercise all its other rights and remedies under applicable law and in equity for Seller's breach. If Buyer refrains from terminating this Agreement as a result of one or more non-confirming shipments of coal as provided herein, Buyer shall not be deemed to have waived its right to terminate this Agreement for any future breach of the Agreement.

§6.5. Remedies for Quality. The remedies set forth in §6.3 and §6.4 and the Quality Price Discounts set forth in §8.2 shall be Buyer's sole and exclusive remedies for Seller's failure to deliver coal meeting the quality specifications set forth in §6.1.

SECTION 7. WEIGHTS, SAMPLING AND ANALYSIS.

§7.1. Weights. The weight of the coal delivered hereunder shall be determined by Buyer on a per-shipment basis, on the basis of certified scale weights at Buyer's generating stations, unless another method is mutually agreed upon by the parties (the "Payment Weight").

If Buyer's scale is inoperable or if Buyer fails to obtain a sample of the coal for qualitative analysis upon unloading, Seller's loading weight shall be used for the relevant shipment, and Seller's analysis shall be the analysis used in determining the payment for the relevant Shipment (the "Payment

Analysis”). Seller will be notified as soon as possible whenever the Buyer’s belt scale or sampling equipment is out of operation. Seller will transmit its loading weights and qualitative analysis for the relevant shipment to Buyer as soon as possible.

Scales (whether Buyer’s or Seller’s) shall be operated in accordance with NIST Handbook 44. Such scales shall be duly reviewed by an appropriate testing agency and maintained in an accurate condition and certified (i.e. material tested) at least every twelve (12) months in accordance with NIST Handbook 44 with a third party oversight. Seller shall have the right, at Seller’s expense and upon reasonable notice, to have the Buyer’s scales checked for accuracy at any reasonable time or frequency. Buyer shall use commercially reasonable efforts to notify Seller as soon as it knows the date and time for such testing, calibration, and certification and Seller shall have the right to witness such events at Seller’s expense. Buyer shall have the right, at Buyer’s expense and upon reasonable notice, to have the Seller’s scales checked for accuracy at any reasonable time or frequency. Seller shall use commercially reasonable efforts to notify Buyer as soon as it knows the date and time for such testing, calibration, and certification and Buyer shall have the right to witness such events at Buyer’s expense.

If the Buyer’s scales are used for payment purposes and are found to be over or under the tolerance range allowable for the scale based on guidelines outlined in NIST Handbook 44 (the “Tolerance”), the Buyer shall recalculate the payments for coal weighed on those scales for the period of inaccuracy (not to exceed thirty (30) days before the time any inaccuracy of the scale is determined) based on the percentage of variance identified for the scales from the Tolerance, plus the amount of the Tolerance. Buyer or Seller, as applicable, shall pay to the other such amounts owed as a result of the recalculation, and the expenses incurred in checking the accuracy of said scales shall be paid for by Buyer.

If the Seller's scales are used for payment purposes and found to be over or under the tolerance range allowable for the scale based on guidelines outlined in NIST Handbook 44, then the Buyer shall recalculate the payments for coal weighed on those scales for the period of inaccuracy (not to exceed thirty (30) days before the time any inaccuracy of the scale is determined) based on the percentage of variance identified for the scales from the Tolerance, plus the amount of the Tolerance. Buyer or the Seller, as applicable, shall pay to the other such amounts owed as a result of that recalculation, and the expenses incurred in checking the accuracy of said scales shall be paid for by Seller.

§7.2. Sampling and Analysis. The Seller has sole responsibility for quality control of the coal and shall forward the loading quality to Buyer within two (2) business days after loading. The sampling and analysis of the coal delivered hereunder shall be performed by Buyer or by an independent commercial laboratory appointed by Buyer, on a per-Shipment basis, as defined hereinabove, and the results thereof shall be accepted and used for the quality and characteristics of the coal delivered under this Agreement, except as otherwise provided herein. Seller's "as-loaded" quality shall be the Payment Analysis only when Buyer's sampler and/or scales are inoperable, or if Buyer fails to obtain a sample upon unloading. Buyer's analyses shall be made in Buyer's laboratory or at an independent commercial laboratory, at Buyer's expense in accordance with ASTM standards. Samples for analyses shall be taken in accordance with ASTM standards, may be composited and shall be taken with a frequency and regularity sufficient to provide reasonably accurate representative samples of the deliveries made hereunder.

Buyer and Seller shall notify the other Party in writing of any significant changes in the Party's sampling and analysis practices within five (5) business days after any such change. Any such changes in the Party's sampling and analysis practices shall, except for ASTM accepted changes in practices,

provide no less accuracy than the sampling and analysis practices existing at the time of the execution of this Agreement, unless the Parties otherwise mutually agree.

Each sample taken by Buyer shall be divided into four (4) parts and put into airtight containers, properly labeled and sealed. One (1) part shall be used for analysis by Buyer; one (1) part shall be used by Buyer as a check sample, if Buyer in its sole judgment determines it is necessary; one (1) part shall be retained by Buyer until the twenty fifth (25th) of the month following the month of unloading (the "Disposal Date") and shall be delivered to Seller for analysis if Seller so requests before the Disposal Date; and one (1) part ("Referee Sample") shall be retained by Buyer until the Disposal Date. Seller, on reasonable notice to Buyer, shall have the right to have a representative present to observe the sampling and analyses performed by Buyer. Unless Seller requests a Referee Sample analysis before the Disposal Date, Buyer's analysis shall be used to determine the quality of the coal delivered hereunder and shall be the Payment Analysis. The Monthly Weighted Averages shall be determined by utilizing the individual Shipment analyses.

————— If any dispute arises before the Disposal Date, the Referee Sample retained by Buyer shall be submitted for analysis to an independent commercial testing laboratory ("Independent Lab") mutually chosen by Buyer and Seller. For each coal quality specification in question, a dispute shall be deemed not to exist and Buyer's analysis shall prevail and the analysis of the Independent Lab shall be disregarded if the analysis of the Independent Lab differs from the analysis of Buyer by less than applicable ASTM reproducibility standard.

For each coal quality specification in question, if the analysis of the Independent Lab differs from the analysis of Buyer by an amount more than the ASTM reproducibility standards, then the analysis of the Independent Lab shall prevail and the original Payment Analysis shall be disregarded.

The cost of the analysis made by the Independent Lab shall be borne by Seller to the extent that Buyer's analysis prevails and by Buyer to the extent that the analysis of the Independent Lab prevails.

Buyer agrees to ensure that its sampling equipment is properly maintained and adjusted in accordance with ASTM standards so that each sample taken is proportionate and representative of the coal delivered. Buyer's sample system shall be bias tested (batch interval of all system components), and shown to be free of statistically significant bias, at least once every twelve (12) months. Buyer shall furnish to Seller the results of bias tests on its sampling system within thirty (30) days of the date of such tests. If a bias test reflects a bias, thereafter, Seller's weights, sampling and analysis shall be used for all Shipments until Buyer's sample system is shown to be free of statistically significant bias.

§ 7.3. Failure to Obtain Weight or Sample. If Buyer and Seller fail to obtain a certified weight or sample, then the parties will use commercially reasonable, mutually agreed-upon practices to determine the weight and/or analysis.

SECTION 8. PRICE.

§8.1. Base Price. The F.O.B. Rail Delivery Point base price ("Base Price") of the coal to be sold hereunder shall be the price set forth below. The Base Price as adjusted pursuant to §8.4 shall be referred to as the "Adjusted Base Price."

<u>Year</u>	<u>Tonnage</u>	Base Price F.O.B. Railcar <u>Warrior Loadout</u>
2021	1,000,000	\$40.35
2022	1,000,000	\$41.25
2023	1,000,000	\$42.15

Notwithstanding the foregoing, (i) the price for any Make-up Tons (as such term is defined in §3.1 hereof) elected by Buyer to be delivered shall be the Base Price (or the Adjusted Base Price, as

the case may be) in effect at the time such Make-up Tons should have been delivered and not the Base Price (or the Adjusted Base Price, as the case may be) in effect at the time such Make-up Tons are actually delivered and (ii) the price for any Make-up Tons (as such term is defined in §3.1 hereof) elected by Seller to be delivered shall be the Base Price (or the Adjusted Base Price, as the case may be) in effect at the time such Make-up Tons are actually delivered and not the Base Price (or the Adjusted Base Price, as the case may be) in effect at the time such Make-up Tons should have been delivered.

§8.2. Quality Price Adjustments. The price paid for the coal accepted by Buyer hereunder will be adjusted based on the quality of the coal as follows:

(a) BTU True Up. The Base Price for coal delivered hereunder in any particular calendar month (a "Delivery Month") is based on the assumption that the actual "as received" Monthly Weighted Average BTU/LB (the "BTU AMWA") for all the coal accepted by Buyer during a Delivery Month is equal to the minimum Guaranteed Monthly Weighted Average BTU/LB set forth in §6.1 (the "BTU GMWA"). If the BTU AMWA for the coal accepted in any Delivery Month deviates from the BTU GMWA for any Delivery Month, then the price applicable to such delivered coal will be adjusted to account for such variation in BTUs. The BTU adjustment for that Delivery Month will be determined as follows:

- (i) Calculate the per ton BTU adjustment for a Delivery Month using the following formula (where Price per Ton is the applicable Base Price set forth in §8.1 above):
- $$((\text{BTU AMWA} - \text{BTU GMWA}) \div \text{BTU GMWA}) \times \text{Price per Ton} = \text{Per Ton BTU Adjustment}$$
- (ii) Determine the price adjustment for BTUs for the Delivery Month by multiplying the Per Ton BTU Adjustment (as calculated in (i) above) by the total number of tons of

coal actually delivered to and unloaded by Buyer under this Agreement during the Delivery Month.

Depending on whether the BTU AMWA is greater than or less than the BTU GMWA in a Delivery Month, the Per Ton BTU Adjustment for the Delivery Month can be positive or negative. If the BTU adjustment (as calculated above) for a Delivery Month is positive, then Buyer shall pay the amount of such BTU adjustment to Seller. If the BTU adjustment (as calculated above) for a Delivery Month is negative, then Seller shall pay or credit the amount of such BTU adjustment to Buyer. Buyer shall be responsible for making the BTU adjustment calculations and shall send a written statement to Seller of the amount of the BTU adjustment for each Delivery Month. BTU adjustment payments shall be due when the next payment for coal is due hereunder.

For the avoidance of doubt, the parties agree to the following example. If the AMWA for a Delivery Month equals 11,650 BTU/LB, the GMWA equals 11,500 BTU/LB and the Base Price Per Ton is \$40.35 /ton, then the Per Ton BTU Adjustment would be $((11,650 - 11,500) \div 11,500) \times \$40.35 = \$0.52630$ per ton. If a total of 20,000 tons were accepted and unloaded during the Delivery Month, then the BTU adjustment would equal \$10,526.00 (20,000 x \$0.52630). Since it is positive, this amount would be due and owing to Seller by Buyer with respect to coal accepted and unloaded by Buyer during that Delivery Month.

(b) Other Quality Price Reductions. The Base Price is based on Buyer's receipt of coal of a quality that is consistent with or superior to all of the GMWA specifications as set forth in §6.1. Quality price reductions shall be applied for each specification each Delivery Month to account for the Seller's failure to provide coal of a quality superior to the "Discount Point(s)" set forth below:

MONTHLY DISCOUNT VALUES

\$/MMBTU

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BTU/LB.	0.2604
	<u>\$/MMBTU per LB./MMBTU</u>
SULFUR	0.1232
ASH	0.0083
MOISTURE	0.0016

For each specification during each Delivery Month with respect to the quality price reductions above, there shall be no discount if the AMWA for a specification meets the applicable Discount Point set forth below for that specification. If the AMWA fails to meet the applicable Discount Point, then the applicable Discount Value shall apply, and the quality price reduction shall be calculated on the basis of the difference between the AMWA and the GMWA for such specification.

	<u>Guaranteed Monthly Weighted Average</u>	<u>Discount Point</u>
BTU/LB	Min. 11,500	11,250
<u>LB/MMBTU:</u>		
ASH	Max. 12.30	12.80
MOISTURE	Max. 8.50	9.00
SULFUR	Max. 3.00	3.15

For example, if the Actual Monthly Weighted Average of ash equals 13.00 lb./MMBTU, then the applicable discount would be (13.00 lb. – 12.30 lb.) X \$0.0083/MMBTU per lb. Sulfur/MMBTU = \$0.00581/MMBTU.

§8.3 Payment Calculation. Exhibit A attached hereto shows the methodology for calculating the coal payment, the BTU adjustment and quality price reductions for the Delivery Month. If there are any such price adjustments, Buyer shall apply a credit for such adjustments to amounts owed Seller for the month coal was unloaded.

§8.4 Price Adjustment for Changes in Governmental Impositions. When used herein the term “Governmental Imposition” means all reasonable direct costs of compliance with all applicable new or revised federal, state and local laws and regulations or changes in enforcement or interpretation thereof as they are interpreted or enacted or revised or enforced after December 23,

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2019, and during the Term hereof with respect to coal (excluding any non-compliance existing as of December 23, 2019, financing costs, income tax or property tax related costs, penalties, interest, fines, costs of arbitration, mediation, litigation, or any other type of dispute resolution through all stages of appeal, payment of judgments against Seller or Seller's affiliates) or on instruments or documents evidencing the same or on the proceeds thereof (excluding financing documents), and any law, governmental order, rule, ordinance, regulation, stipulation, decree, or other governmental requirement of any kind, or interpretation thereof, but only to the extent such Governmental Impositions pertain to coal mining practices, health and safety of miners (excluding wages, benefits, health care, insurance and retirement), or air and water quality standards, provided (a) such Governmental Impositions are imposed against the coal mining industry either on a regional, state or national basis; and (b) Seller identifies the specific obligations in connection with any Governmental Imposition claim made hereunder. Additionally, a Governmental Imposition adjustment shall only be made hereunder if the price adjustment is allocated evenly to all coal produced by Seller, including to all coal that is produced from the Coal Properties, so that Buyer is allocated only its proportionate share of such Governmental Imposition, and the Base Price shall likewise be decreased for any savings resulting from changes in such Governmental Imposition.

If the Base Price is increased pursuant to this §8.4 by more than one dollar (\$1.00) per ton on a cumulative basis for any particular calendar year due to one (1) or more Governmental Impositions, Buyer may terminate this Agreement upon not less than thirty (30) days' written notice to Seller. Alternatively, Seller may elect, by forwarding written notice to Buyer within ten (10) days after receiving Buyer's notice of termination, to limit the cumulative Base Price increase pursuant to this §8.4 due to one (1) or more Governmental Impositions for any year to a maximum of one dollar

(\$1.00) per ton above such Base Price. In the event Seller makes such election, the increase shall be so limited and the remainder of this Agreement shall continue in full force and effect.

Notwithstanding any other provisions of this Section, there shall be no price adjustment under this Section as a result of any noncompliance as of December 23, 2019 with any Governmental Imposition currently existing or hereafter enacted, or for any penalties or interest imposed. Additionally, adjustments shall be made hereunder only if the price adjustment is allocated evenly to all coal that is produced from the Coal Properties, so that Buyer is allocated only its proportionate share of such Governmental Imposition.

If, as and when any changes in a Governmental Imposition occurring after December 23, 2019 affect the costs of the coal produced from the Coal Properties or other source mines used to produce the coal sold hereunder, the applicable adjustment shall be adjusted (increased or decreased) in the same amount that the actual cost per ton of producing, mining, removing, preparing, loading, and selling the coal and/or coal supplied to Buyer pursuant to this Agreement is increased or decreased as a result of compliance in a reasonably cost effective manner with the Governmental Imposition. Any adjustments made under the provisions of this §8.4 shall include adjustments to offset Seller's change in costs for royalty, severance tax, and any other surcharge, if any, measured as a percentage of Base Price(s).

After Seller has determined the cost impact of any Government Imposition, which may be after the conclusion of each calendar year, Seller shall notify Buyer in writing of the amount and effective date of any adjustment to the applicable Base Price pursuant to the provisions of this §8.4 and shall furnish Buyer in writing of the amount and effective date of any Government Impositions serving as the basis for adjustment to the applicable Base Price pursuant to the provisions of this §8.4 and shall furnish Buyer with accurate and detailed computations and data reasonably necessary

to substantiate such adjustment. Buyer shall have the right to inspect all books and records of Seller pertaining to the right to receive an applicable Base Price decrease or increase. Buyer shall notify Seller of any dispute with such adjustment within a reasonable time after receipt of such adjustment, taking into consideration any audits or requests for additional information by Buyer. It is Seller's obligation to ensure that Governmental Imposition decreases are given to Buyer.

SECTION 9. INVOICES, BILLING AND PAYMENT.

§9.1. Invoicing. Invoices for coal will be sent by Seller to Buyer electronically at the following address: fuels.accounting@lge-ku.com.

§9.2. Invoice Procedures for Coal Shipments. By the fifth (5th) working day of the month following the Delivery Month (the "Payment Month"), the Buyer will provide Seller with a price calculation for all coal unloaded during the Delivery Month based on the applicable Base Price, and taking into account all quality price adjustments provided for in Section 8 (the "Buyer's Statement"). By the tenth (10th) day of the Payment Month the Seller will provide Buyer with its invoice for all coal unloaded during the Delivery Month taking into account all quality price adjustments (the "Monthly Invoice").

§9.3. Payment Procedures for Coal Shipments. For all coal unloaded at Buyer's generating station(s) between the first (1st) and fifteenth (15th) days of any Delivery Month, Buyer shall make a "Preliminary Payment" of one-hundred percent (100%) of the Base Price for such coal (based on the assumption that the coal will meet all Guaranteed Monthly Weighted Average parameters) by the twenty-fifth (25th) day of such Delivery Month. All Preliminary Payments shall be calculated based solely on the then-current Base Price on a dollar-per-ton basis. By the fifteenth (15th) day of the Payment Month, Buyer will pay for all coal unloaded at the Buyer's generating station(s) between

the sixteenth (16th) and the last day of any Delivery Month plus any quality adjustments for the Delivery Month as provided in §8.2 above.

For example, Buyer will make a Preliminary Payment by August 25 for coal unloaded between August 1 through August 15. On or before the fifth (5th) working day of September, Buyer will provide Seller with the Buyer's Statement. On or before the tenth (10th) day of September, the Seller shall provide Buyer the Monthly Invoice for all coal unloaded by Buyer in August. The Monthly Invoice for August unloadings, to the extent it is verified by Buyer, will be paid by the fifteenth (15th) day of September. In every case referenced in this Section for payment, if a specific day is not a banking day and regular work day for Buyer, payment shall be made on the next regular work day for Buyer.

Buyer shall electronically transfer funds via ACH to Seller's Account based on the account information (including Bank name, ABA number and Account Number) provided in writing, in a form reasonably acceptable to Buyer, prior to the first (1st) Shipment under this Agreement. Seller reserves the right to modify such account information on prior written notice reasonably acceptable to Buyer.

In the event Seller notifies Buyer that a pattern has developed whereby payments are not being paid when due, as set forth herein, Buyer shall review its internal approval and payment procedures and remedy such payment practices, if any develop. The foregoing notwithstanding, the amount of any correct invoice not paid within five (5) business days when due, shall bear interest at the Interest Rate (as defined in §9.4) from the date the correct invoice was due through the date that the invoice is paid.

§9.4. Withholding. Buyer shall have the right to withhold from payment of any billing or billings any sums which it is not able in good faith to verify or which it otherwise in good faith disputes. Buyer shall notify Seller promptly in writing of any such issue, stating the basis of its claim and the amount it intends to withhold. Should any bona fide dispute involving the amounts payable

hereunder extend to only a portion of any amount claimed due hereunder, the undisputed portion shall be paid as and when due. If any amount disputed by Buyer is determined to be due to Seller (whether by agreement of the Parties or final determination by a court of competent jurisdiction), it shall be paid within five (5) business days of such determination, along with interest accrued at the Interest Rate from the original due date until the date paid. As used herein, the term "Interest Rate" shall mean, for any date, the lesser of (i) the Prime Rate plus two percent (2%), and (ii) eighteen percent (18%), but in any event, no more than the highest rate permitted by applicable law. The term "Prime Rate" shall mean the rate of interest quoted by Citibank, N.A., New York branch, from time to time as its "prime" or "base" lending rate.

Payment by Buyer, whether knowing or inadvertent, of any amount in dispute shall not be deemed a waiver of any claims or rights by Buyer with respect to any disputed amounts or payments made. To the extent of a payment by Buyer of an amount in dispute at the time of payment which is later determined not to be due or owing by Buyer to Seller shall bear interest at the Interest Rate (as defined in §9.4) from the date the amount was paid through the date that the amount is refunded to Buyer by Seller.

§9.5. Financial Covenants. If the credit rating of either Buyer (if the Buyer has a public rating) or Buyer's affiliates that have public ratings falls below investment grade (BBB-as defined by Standard & Poor's or the equivalent as defined by other public ratings agencies), Buyer shall, within thirty (30) days after Seller's written request, provide Seller with a mutually agreed upon form of credit enhancement (e.g., letter of credit, guaranty from an investment grade entity, etc.) Until the mutually acceptable assurances of good credit are received, Seller has the right to require payment in cash at the time of delivery. Such mutually acceptable assurances of good credit shall not be more than the average monthly outstanding net balance for the prior two (2) months.

§9.6. Guaranty. Seller's Guarantor, Alliance Resource Partners, L.P., shall provide a guarantee in a form consistent with the attached Exhibit B, prior to the execution of this Agreement.

SECTION 10. FORCE MAJEURE.

§10.1. General Force Majeure. If either party hereto is delayed in or prevented in whole or part, from performing any of its obligations or from utilizing the coal sold under this Agreement as a result of one or more events or occurrences which are both: (a) beyond the reasonable control of the affected party, and (b) not the result of fault or negligence of the affected party (a "Force Majeure Event"), then the obligations of both parties hereto (other than payment for prior performance, except in case of bona fide dispute) shall be suspended to the extent made necessary by such Force Majeure Event; provided that the affected party gives written notice to the other party as early as practicable of the existence, nature and probable duration of the Force Majeure Event and makes commercially reasonable efforts to avoid or terminate the cause of the Force Majeure Event.

Seller's obligation to make commercially reasonable efforts to avoid the cause of the Force Majeure Event shall not be interpreted to require Seller to deliver coal to Buyer from Seller's affiliate mine operations and/or substitute coal sources. Buyer's obligation to make commercially reasonable efforts to avoid the cause of the Force Majeure Event shall not be interpreted to require Buyer to accept coal from Seller for delivery to any of Buyer's other generating stations (as listed in Recitals A) which are not affected by the Force Majeure Event or find alternate markets for Seller's coal. The provisions of this paragraph, however, are not intended to alter the outcome, calculation or binding nature of a relevant excused tonnage amount of Seller or Buyer, respectively, in the case of a Force Majeure Event, which calculations are described further in this Section 10.1.

As used herein and subject to the qualifications in (a) and (b) above, the term Force Majeure Event shall include but not be limited to acts of God, war, terrorism, riots, civil insurrection, acts of the public enemy, strikes, lockouts, industry-wide labor shortages, labor disputes which cause work stoppages, industry-wide shortages of materials and supplies, breakdown of equipment, adverse geological conditions in coal seams which were not detected despite prudent and reasonable mine planning and mining practices, explosions, mine accidents, fires, floods or earthquakes, the inability to obtain necessary mining permit(s) after applying for such with prudent and reasonable diligence and other similar or dissimilar events or occurrences that otherwise satisfy the definition of a Force Majeure Event herein. The party declaring force majeure shall keep the other party advised as to the continuance of the Force Majeure Event.

During any period in which Seller's ability to perform hereunder is affected by a Force Majeure Event, Seller shall not deliver any coal to any other buyers to whom Seller's ability to supply is similarly affected by such Force Majeure Event unless contractually committed to do so at the beginning of the Force Majeure Event; and further shall deliver to Buyer under this Agreement at least a pro rata portion (on a per ton basis) of its total contractual commitments for the Force Majeure period to all its buyers to whom Seller's ability to supply is similarly affected by such Force Majeure Event in place at the beginning of the Force Majeure Event, in accordance with the calculation below. If any Force Majeure Event affects Seller's ability to produce or obtain coal from its affiliate mine operations and/or substitute coal sources which are supplying coal hereunder, such events shall be considered a Force Majeure Event hereunder.

During any period in which Buyer's ability to perform hereunder is affected by a Force Majeure Event, Buyer shall not accept delivery of any coal from any other suppliers to whom Buyer's ability to accept delivery is similarly affected by such Force Majeure Event unless contractually

committed to do so at the beginning of the Force Majeure Event; and further shall accept delivery of coal from Seller under this Agreement at least a pro rata portion (on a per ton basis) of its total contractual commitments to all its suppliers to whom Buyer's ability to accept delivery of coal is similarly affected by such Force Majeure Event in place at the beginning of the Force Majeure Event, in accordance with the calculation below. If any Force Majeure Event affects Buyer's ability to accept delivery of coal at its power generating stations which are receiving coal hereunder, such events shall be considered a Force Majeure Event hereunder.

For the purpose of any partial or total Force Majeure Event claimed by Seller under this Agreement, it will be presumed that, except for the Force Majeure Event, total production at the Coal Property would have occurred at a rate per day equal to the Base Quantity, or the Base Quantity adjusted to include Make-up Tons, if any, for the calendar year in which the Force Majeure Event occurs, divided by 240, which represents the average number of work days at the Coal Property in a calendar year. For purposes of any partial or total Force Majeure Event claimed by Buyer under this Agreement, it will be presumed that, except for the Force Majeure Event, total shipments to Buyer from the Coal Property would have occurred at a rate equal to the Base Quantity, or the Base Quantity adjusted to include Make-up Tons, if any, for the calendar year in which the Force Majeure Event occurs divided by 326, which represents the average number of operating days at the generating stations in a calendar year.

During any period in which Seller's ability to perform hereunder is affected by a Force Majeure Event, Seller's obligation to deliver coal shall be suspended only in an amount or amounts not to exceed the quantity that was scheduled to be delivered under §5.1 from the Coal Property. For example of a total Force Majeure Event, if Seller's Coal Property was scheduled to deliver 250,000 tons of Base Quantity coal as established pursuant to §3.1 prior to a Force Majeure Event, and the

Coal Property experienced a total Force Majeure Event for a period of ten (10) work days, Seller shall be excused from making delivery of up to 10,420 tons of coal from the Coal Property. Calculation as follows:

$$250,000 \text{ tons} / 240 \text{ work days} = 1,042 \text{ tons per day}$$
$$1,042 \text{ tons} \times 10 \text{ work days} = 10,420 \text{ tons Force Majeure Event excused tonnage limit.}$$

For example of a partial Force Majeure Event, if Seller's Coal Property was scheduled to deliver 250,000 tons of Base Quantity coal as established pursuant to §3.1 prior to a Force Majeure Event, and the Coal Property experienced a partial Force Majeure Event and was only able to produce twenty-five percent (25%) of its normal production for a period of ten (10) work days during that calendar quarter, Seller shall be excused from making delivery of up to 7,810 tons of coal from the Coal Property. Calculation as follows:

$$250,000 \text{ tons} \times 75\% = 187,500 \text{ tons}$$
$$187,500 \text{ tons} / 240 \text{ work days} = 781 \text{ tons per day}$$
$$781 \text{ tons} \times 10 \text{ work days} = 7,810 \text{ tons Force Majeure Event excused tonnage limit.}$$

During any period in which Buyer's ability to perform hereunder is affected by a Force Majeure Event, Buyer's obligation to accept delivery of coal shall be suspended only in an amount or amounts not to exceed the quantity that was scheduled to be delivered under §3.1 to the generating station affected by the Force Majeure Event (the "Affected Generating Station"). For example of a total Force Majeure Event, if Buyer was scheduled to accept delivery of 250,000 tons of Base Quantity coal as established pursuant to §3.1 prior to a Force Majeure Event, and if Buyer's Affected Generating Station was scheduled to accept delivery of forty percent (40%) of the quantity of coal prior to a Force Majeure Event, and the Affected Generating Station experienced a total Force Majeure Event for a period of fifteen (15) operating days, Buyer shall be excused from accepting delivery of up to 4,605 tons of coal to the Affected Generating Station. Calculation as follows:

$$250,000 \times 40\% = 100,000 \text{ tons}$$

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100,000 tons / 326 operating days = 307 tons per day
307 tons × 15 operating days = 4,605 tons Force Majeure Event excused tonnage limit.

For example of a partial Force Majeure Event, if Buyer was scheduled to accept delivery of 250,000 tons of Base Quantity coal as established pursuant to §3.1 prior to a Force Majeure Event, and if Buyer's Affected Generating Station was scheduled to accept delivery of forty percent (40%) of the quantity of coal prior to a Force Majeure Event, and the Affected Generating Station experienced a partial Force Majeure Event and was only able to operate at twenty-five percent (25%) of its normal generation for a period of fifteen (15) operating days, Buyer shall be excused from accepting delivery of up to 3,450 tons of coal to the Affected Generating Station. Calculation as follows:

250,000 × 40% = 100,000 tons
100,000 × 75% = 75,000 tons
75,000 tons / 326 operating days = 230 tons per day
230 tons × 15 operating days = 3,450 tons Force Majeure Event excused tonnage limit.

Buyer and Seller shall each have the sole discretion to claim Force Majeure Event excused tonnage in an amount less than the amount as determined by the formulas set forth in this §10.1.

Tonnage deficiencies resulting from a Seller's or Buyer's declared Force Majeure Event during the first thirty (30) days or less of such Force Majeure Event may be made up at the non-claiming party's sole option on a mutually-agreed schedule during a reasonable period of time taking into account the tonnage impact of the Force Majeure Event; provided, however, the non-claiming party shall be required to provide written notice to the other party of its intent to make up such deliveries within ninety (90) days of the cessation of the Force Majeure Event. Tonnage deficiencies resulting from a Seller's or Buyer's declared Force Majeure Event after the first thirty (30) days may be made up only by mutual agreement of the parties. Tonnage deficiencies resulting from a Force Majeure Event which are made up shall be treated as Make-Up Tons pursuant to §3.2 above, and to the extent

necessary, the term of this Agreement will automatically be extended for the period necessary for the receipt or delivery of the Make-Up Tons.

If a Force Majeure Event continues for more than one hundred and eighty (180) days, the non-claiming party shall have the right to terminate this Agreement, in its sole discretion, by providing five days prior written notice without further obligation on the part of either party, except for obligations incurred prior to such termination.

The price for any tonnage deficiencies made up following a Seller Force Majeure shall be the Base Price (or the Adjusted Base Price, as the case may be) in effect at the time such tonnage deficiencies should have been delivered and not the Base Price (or the Adjusted Base Price, as the case may be) in effect at the time such tonnage deficiencies are actually delivered if the price is different than the price when the tonnage should have been delivered. The price for any tonnage deficiencies made up following a Buyer Force Majeure shall be the Base Price (or the adjusted Base Price, as the case may be) in effect at the time such tonnage deficiencies are actually delivered and not the Base Price (or the adjusted Base Price, as the case may be) in effect at the time such tonnage deficiencies should have been delivered if the price is different than the price when the tonnage is actually delivered.

Changes in market conditions, commercial frustration, commercial impracticability or the occurrence of unforeseen events rendering performance of this Agreement uneconomical for either Party shall not constitute a Force Majeure Event. Minor transportation delays which can be resolved by a mutually acceptable amendment to the delivery schedule without materially disrupting future shipments will not be considered Force Majeure Events, but shall be resolved by mutually acceptable schedule amendments and acceptance for such amendments shall not be unreasonably withheld.

§10.2 Environmental Law Force Majeure. In addition to, and not in limitation of, the provisions of §10.1 above, if Buyer concludes that any new environmental law is enacted or new rule, or regulation is promulgated (including without limitation, an amendment to or a new interpretation of an existing law, rule or regulation) after the date of execution of this Agreement which becomes effective during the term of this Agreement, which makes it impossible, commercially impracticable or uneconomical for Buyer to utilize this or like kind and quality coal which thereafter would be delivered under this Agreement, Buyer shall so notify Seller. Thereupon, Buyer and Seller shall promptly consider whether corrective actions can be taken in the mining and preparation of the coal at Seller's mine and/or in the handling and utilization of the coal at Buyer's generating station. If in Buyer's sole judgment any such actions will not, without unreasonable expense to Buyer, make it possible, commercially practicable and economical for Buyer to use the coal which would be delivered hereunder without violating any applicable law, regulation, policy or order, Buyer shall have the right, upon the later of sixty (60) days' notice to Seller or the effective date of such restriction, to terminate this Agreement without further obligation hereunder on the part of either party except for obligations incurred prior to the time of such termination.

Provided, however, and the foregoing notwithstanding, in the event such impossibility or commercial impracticability does not affect all of Buyer's generating stations referenced in Recital A hereof, Buyer's right of termination shall be limited to that percentage of the adjusted Base Quantity that was delivered hereunder to the generating station or stations affected by such impossibility or commercial impracticability during the most recent twelve months preceding such termination (or since the beginning of deliveries hereunder, if less than twelve (12) months).

If as a result of the adoption or reinterpretation of laws, regulations, policies or restrictions, or changes in the interpretation or enforcement thereof, Seller decides that it will be impossible,

commercially impracticable, or uneconomical for Seller to produce the coal required hereunder, Seller shall so notify Buyer. Thereupon, Buyer and Seller shall promptly consider whether corrective actions can be taken in the mining and preparation of the coal at Seller's mine. If in Seller's sole judgment any such actions will not, without unreasonable expense to Seller, make it possible, commercially impracticable or uneconomical for Seller to sell the coal which would be delivered hereunder without violating any applicable law, regulation, policy or order, Seller shall have the right, upon the later of sixty (60) days' notice to Buyer of the effective date of such restriction, to terminate this Agreement without further obligation hereunder on the part of either party except for obligations incurred prior to the time of such termination.

SECTION 11. NOTICES.

§11.1. Form and Place of Notice. Any notice, request for approval or other document required to be given under this Agreement shall be in writing, unless otherwise provided herein, and shall be deemed to have been sufficiently given when delivered in person, when successfully transmitted by facsimile or by electronic media, the business day after it is delivered to an established mail service for same day or overnight delivery, or when received if dispatched in the United States mail, postage prepaid, for mailing by first class, certified, or registered mail, return receipt requested, and addressed as follows:

If to Buyer: Louisville Gas and Electric Company/Kentucky Utilities Company
 220 West Main Street
 Louisville, Kentucky 40202
 Attn: Director Corporate Fuels and By Products
 Fax No: 502-627-3243

If to Seller: Alliance Coal, LLC
 1717 South Boulder Avenue, Suite 400
 Tulsa, Oklahoma 74119

Attn: Assistant General Counsel
Fax No: 918-295-7361

With a copy to the General Counsel:
Alliance Coal, LLC
1717 South Boulder Avenue, Suite 400
Tulsa, OK 74119

With Copy To:
Alliance Coal, LLC
104 N. Elm Street, Unit 204
Corydon, IN 47112
Attn: General Sales Manager - Central Region

§11.2. Change of Person or Address. Either party may change the person or address specified above upon giving written notice to the other party of such change.

SECTION 12. NO RESALE.

Buyer explicitly agrees Buyer shall not resell any of the coal purchased hereunder during the Term of this Agreement, provided however, that Buyer may make sales or transfers of coal to vendors or contractors owning or operating facilities located on its plant sites for the treatment, refinement or processing of coal for environmental, operational or other purposes.

SECTION 13. INDEMNITY AND INSURANCE.

§13.1. Indemnity. Seller agrees to indemnify and save harmless Buyer, its officers, directors, employees and representatives from any responsibility and liability for any and all claims, demands, losses, legal actions for personal injuries, property damage and pollution (excluding inside and outside attorney's fees), including but not limited to those made by third parties (i) relating to the railcars provided by Buyer or Railway while such railcars are in the care and custody of the loading

facility, (ii) due to any failure of Seller to comply with laws, regulations or ordinances, or (iii) due to the acts or omissions of Seller in the performance of this Agreement.

Buyer agrees to indemnify and save harmless Seller, its officers, directors, employees and representatives from any responsibility and liability for any and all claims, demands, losses, legal actions for personal injuries, property damage and pollution (excluding inside and outside attorney's fees), including but not limited to those made by third parties (i) due to acts or omissions of Buyer or Buyer's contractors relating to the railcars provided by Buyer or Buyer's contractors to Seller, (ii) due to any failure of Buyer to comply with laws, regulations or ordinances, or (iii) due to the acts or omissions of Buyer in the performance of this Agreement.

The parties' respective obligations of indemnity set forth herein shall survive the termination, expiration or cancellation of this Agreement for a period of five (5) years from the date hereof.

§13.2. Insurance.

For the duration of this Agreement, Seller, at its own expense agrees to carry, or caused to be carried, insurance coverage, or provide acceptable proof of self-insurance with minimum limits as follows:

- (1) Workers' Compensation and Employer's Liability Policy, which shall include:
 - i. Workers' Compensation (Coverage A);
 - ii. Employer's Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee;
 - iii. All States Endorsement;

- (2) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury each occurrence, in all cases subject to \$2,000,000 in the general aggregate for all such claims, and including:
- i. Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Seller under this Agreement;
 - ii. Include Additional Insured endorsement GC 2010 or CG2037, or its equivalent;
- (3) Commercial Automobile Liability Policy, covering the use of all owned, non-owned, and hired automobiles, with bodily injury coverage, including death and property damage, combined single minimum limit of \$1,000,000 each occurrence with respect to Seller's or Seller's contractor(s)'s vehicles.
- (4) Seller shall carry Umbrella/Excess liability insurance with minimum limits of \$5,000,000 per occurrence, \$5,000,000 in aggregate, to apply to Employer's Liability, Commercial General Liability, and Commercial Auto Liability coverage.
- (5) Railroad Liability & Federal Employers Liability Act (FELA) coverage is required at all times during the contract term when Seller's activities include the operation of railroads or railroad locomotives, maintenance on railroad tracks or railcars, or work around railroad tracks. The minimum limits are \$5,000,000 per occurrence, \$5,000,000 in aggregate. Coverage shall include bodily injury and property damage liability, bill of lading (cargo) coverage, foreign rolling stock coverage, evacuation expense coverage, FELA, pollution liabilities, including coverage for bodily injury (including death and mental anguish), property damage, defense costs, and cleanup costs. Provided that Seller's contractors or Buyer's contractors (e.g. Railway) are performing all of the work that falls under the Federal Employers Liability Act, and such work falls within an exclusion under Seller's

insurance policies, Seller may satisfy the Railroad Liability and FELA coverage requirement by requiring all applicable contractors (i.e. Seller's contractors) to carry this coverage.

Except with regard to Workers' Compensation coverage, all of the above policies shall name Buyer as an additional insured. Coverage shall be primary/non-contributory in favor of Buyer. If any of the above policies are written on an occurrence basis, then the retroactive date of the policy or policies will be no later than the effective date of this Agreement. If any of the above policies are written on a claims-made basis, then such policy or policies shall be maintained in full force and effect by Seller for a period of no less than eighteen (18) months after any termination or expiration of this Agreement. Certificates of insurance satisfactory in form to Buyer and signed by Seller's insurer shall be mailed to: Attention: Manager, LG&E and KU Fuels, LG&E and KU Services Company, 220 W. Main St., Louisville, Kentucky 40202. Seller shall cause its insurer to waive all subrogation rights against Buyer respecting all losses or claims arising from performance hereunder, where applicable by law. The policies shall be written by insurance companies which have a Best Rating of not less than "A -, VII-". Upon Buyer's request, Seller shall provide Buyer with insurance policies from Seller's insurer evidencing the insurance coverage specified in this Agreement. Any receipt of such documents or their review by Buyer shall not relieve Seller from or be deemed a waiver of Buyer's rights to insist on strict fulfillment of Seller's obligations under this Agreement.

Seller shall provide certificates of insurance to Buyer for each policy of insurance required above, and evidence the items noted below:

- i. Each certificate shall properly identify the certificate holder as Buyer;
- ii. Certificate shall verify additional insured status on all coverages outlined above;
- iii. Certificate shall verify the blanket waiver of subrogation, except where not applicable by law;

- iv. Certificate shall verify Primary/Non-contributory wording in favor of Buyer;
- v. Certificate shall identify policies which are written on a claims-made basis, and state the expiration date of the policy.

Each policy of insurance required to be maintained by Seller under this Agreement (except the Workers' Compensation and Employer's Liability policy) shall cover all losses and claims of Seller regardless of whether they arise directly to Seller or indirectly through Seller's contractors (e.g., Seller's Commercial General Liability policy must cover Seller and additional insureds against negligent acts of a subcontractor, etc.). This Agreement only represents minimum insurance requirements; it does not mitigate or reduce liability required by the indemnity agreement, nor should it be deemed to be the full responsibility of the Seller or Seller's contractor(s) for liability. Seller is responsible for Seller's contractors' insurance meeting the requirements of the Agreement.

SECTION 14. TERMINATION FOR DEFAULT.

If either party hereto commits a material breach of any of its obligations under this Agreement at any time (other than (i) Seller's failure to deliver coal meeting the quality specifications hereunder, exclusive remedies for which are provided in Section 6 and §8.2 and (ii) Buyer's failure or Seller's failure to comply with its respective financial covenants, exclusive remedies for which are provided in §9.5), then the other party has the right to give written notice describing such breach and stating its intention to terminate this Agreement no sooner than ten (10) days after the date of the notice (the "notice period"). If such material breach is curable and the breaching party cures such material breach within the notice period, then this Agreement shall not be terminated due to such material breach. If such material breach is not curable or the breaching party fails to cure such material breach within the notice period, then this Agreement shall terminate at the end of the notice period and in addition the

parties shall have all other rights and remedies available under this Agreement and at law and in equity (except that nothing in this Section 14 should be construed to afford any right or remedy waived or limited in §19.8 of this Agreement).

SECTION 15. TAXES, DUTIES AND FEES.

Buyer shall pay when due, and the price set forth in Section 8 of this Agreement, as it may be adjusted, shall be inclusive of, all taxes, duties, fees and other assessments of whatever nature imposed by governmental authorities with respect to the transactions contemplated under this Agreement.

SECTION 16. DOCUMENTATION AND RIGHT OF AUDIT.

Buyer and Seller shall maintain all records and accounts pertaining to payments, quantities, quality analyses, source, permits and mine plans for all coal supplied under this Agreement for a period lasting through the term of this Agreement and for two (2) years thereafter. Either Buyer or Seller shall have the right at their expense, and at no additional expense to the other party, to audit, copy and inspect such records and accounts at any reasonable time upon reasonable notice during the term of this Agreement and for two (2) years thereafter.

SECTION 17. EQUAL EMPLOYMENT OPPORTUNITY.

To the extent applicable, Seller shall comply with all of the following provisions and laws: Equal Opportunity regulations set forth in 41 CFR § 60-1.4(a) and (c) prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin; Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR § 50-250.4 relating to the employment and advancement of disabled veterans and veterans of the Vietnam

Era; Rehabilitation Act regulations set forth in 41 CFR § 60-741.4 relating to the employment and advancement of qualified disabled employees and applicants for employment; the clause known as "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" set forth in 15 USC § 637(d)(3); and subcontracting plan requirements set forth in 15 USC § 637(d).

SECTION 18. COAL PROPERTIES INSPECTIONS.

Buyer and its representatives, and others as may be required by applicable laws, ordinances and regulations shall have the right at all reasonable times and at their own expense to inspect each and every one of the Coal Properties, including the loading facilities, scales sampling systems, wash plant facilities, mining equipment, permits and mine plans for conformance with this Agreement. Seller shall cooperate with Buyer's request to inspect the Coal Properties at no additional cost to Buyer and shall undertake reasonable care and precautions to prevent personal injuries to any representatives, agents or employees of Buyer (collectively, "Visitors") who inspect any such Coal Properties. Any such Visitors shall comply with Seller's regulations and rules regarding conduct on the work site, made known to Visitors prior to entry, as well as safety measures mandated by local, state or federal rules, regulations and laws. Buyer understands that coal related facilities are inherently high-risk environments. Buyer's failure to inspect any one or more of the Coal Properties or to object to defects therein at the time Buyer inspects the same shall not relieve Seller of any of its responsibilities nor be deemed to be a waiver of any of Buyer's rights hereunder. Buyer and/or its representatives shall provide Seller with prior notice of any request to inspect the Coal Properties.

SECTION 19. MISCELLANEOUS.

§19.1. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky, and all questions of performance of obligations hereunder shall be determined in accordance with such laws.

§19.2. Headings. The paragraph headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

§19.3. Waiver. The failure of either party to insist on strict performance of any provision of this Agreement, or to take advantage of any rights hereunder, shall not be construed as a waiver of such provision or right.

§19.4. Remedies Cumulative. Except as otherwise specifically provided herein, the remedies provided under this Agreement shall be cumulative and in addition to other remedies provided under this Agreement or by law or in equity.

§19.5. Severability. If any provision of this Agreement is found contrary to law or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.

§19.6. Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

§19.7. Assignment. Except as provided herein below, neither Buyer nor Seller may assign or otherwise transfer (whether voluntarily, involuntarily or by operation of law) this Agreement or any rights or obligations hereunder without the prior written consent of the Non-Assigning Party (as hereinafter defined), which consent shall not be unreasonably withheld, denied, or delayed. No

assignment or other transfer shall be permitted if (a) the Assigning Party is in default of this Agreement; (b) an event has occurred that, after any required notice and cure periods, may become a default of the Assigning Party; or (c) the Assigning Party has declared a force majeure event that is continuing. When considering approval of a proposed assignment or other transfer, the Non-Assigning Party agrees that it will not seek, as a condition precedent to such approval, to alter the terms of this Agreement.

In regard to the foregoing, the Non-Assigning Party may not withhold consent if all of the following conditions have been clearly and strictly met:

(a) with respect to a proposed assignment or transfer to a non-affiliated company, (i) the Assigning Party and the proposed assignee/transferee has provided the Non-Assigning Party with evidence sufficient and satisfactory to the Non-Assigning Party that the proposed assignee/transferee has the financial capability to meet its obligations hereunder; (ii) in the case of Seller's proposed assignment or transfer, the proposed assignee/transferee is a mining company with an established reputation in the industry for providing a reliable supply of coal in the quantity required by this Agreement and owns and has the right to sell coal from the Coal Properties or, alternatively in the case of Buyer's proposed assignment or transfer, the proposed assignee/transferee is operating an established coal burning electric generating station with an established reputation in the utility industry for providing a reliable supply of electricity; (iii) the proposed assignee/transferee enters into an agreement with the Non-Assigning Party identical in all respects (except for the identification of Seller or Buyer and the term, which shall be revised to reflect the then remaining balance of the term hereof) to this Agreement; and (iv) the proposed assignee/transferee can provide assurances generally equivalent to those provided in §9.5; or

(b) with respect to a proposed assignment or other transfer to an affiliated company, (i) all of the foregoing conditions for a proposed assignment or other transfer to a non-affiliated company in subsection (a) immediately above have been met; and (ii) the Assigning Party shall agree to continue as a joint obligor under the Agreement.

For purposes of this Section, the term “Assigning Party” shall refer to the party proposing to assign or otherwise transfer the Agreement, either Buyer or Seller, as the case may be, and the term “Non-Assigning Party” shall refer to either (a) Buyer, if Seller is proposing assignment or transfer, or (b) Seller, if Buyer is proposing assignment or transfer.

Notwithstanding the foregoing, no consent is required for an assignment or other transfer by a party to the successor-in-interest of all or substantially all of the assets of such party or of all or substantially all of the ownership interest in such party, or as part of a merger, reorganization or consolidation involving such party.

In the event of an attempted assignment or other transfer contrary to the provisions of this section, such assignment or other transfer is void and the Non-Assigning Party may terminate this Agreement immediately.

Buyer’s rights or duties under this Agreement may be performed by one or more agents, including without limitation, LG&E and KU Services Company.

Buyer acknowledges that Seller’s right to engage its subcontractors in performing certain obligations hereunder and Seller’s appointment of Alliance Coal Sales, as its agent, shall not be deemed to constitute an assignment of this Agreement. Also the encumbering, mortgaging, hypothecating or otherwise pledging the proceeds of this Agreement and any rights hereunder by a party as security in connection with a financing transaction of such party shall not be deemed to constitute an assignment or other transfer hereunder.

§19.8. Limitation of Remedies. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT TO THE EXTENT A CLAIM, DEMAND, LOSS, OR LEGAL ACTION BROUGHT BY A THIRD PARTY INCLUDES ONE OR MORE SUCH ITEMS AND FOR WHICH THERE IS AN INDEMNITY OBLIGATION UNDER THIS AGREEMENT WITH RESPECT TO SUCH THIRD PARTY CLAIM, DEMAND, LOSS OR LEGAL ACTION, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, LOST REVENUES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

— §19.9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of the executed signature pages by facsimile transaction will constitute effective and binding execution and delivery of this Agreement.

§19.10. Entire Agreement. This Agreement contains the entire agreement between the Parties as to the subject matter hereof, and there are no representations, understandings or agreements, oral or written, which are not included herein.

§19.11. Amendments. Except as otherwise provided herein, this Agreement may not be amended, supplemented or otherwise modified except by written instrument signed by both Parties.

§19.12 Several Liability. LG&E and KU shall be severally but not jointly liable for obligations of Buyer hereunder, and shall be liable only for such obligations that pertain to a particular party constituting Buyer.

§19.13 Relationship of the Parties. Seller agrees that it is not and will not hold itself out as a partner, joint venture, employee, agent or representative of Buyer. Nothing herein contained shall be construed as creating a single enterprise, joint venture, agency, partnership, joint employee, owner-contractor, or lessor-lessee relationship between Buyer and Seller or Buyer and Producer.

§19.14 Forward Contract. The parties agree that the transactions for the sale and purchase of coal hereunder are and shall constitute “forward contracts”, and that the parties hereto are and shall be considered “forward contract merchants” within the meaning of the United States Bankruptcy Code.

§19.15 Exhibits. Exhibit A is shown for example purposes only and not intended to reflect individual year pricing.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement intending it to be binding as of the dates indicated below and to be performed as set out herein.

BUYER:

LOUISVILLE GAS AND ELECTRIC COMPANY

By: David Sinclair
David Sinclair
VP = Energy Supply and Analysis

Date: 3-26-2020

SELLER:

ALLIANCE COAL, LLC

By: Timothy J. Whelan
Timothy J. Whelan
Senior Vice President Sales & Marketing

Date: 3/24/20

KENTUCKY UTILITIES COMPANY

By: David Sinclair
David Sinclair
VP - Energy Supply and Analysis

Date: 3-26-2020

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JPF*

ALLIANCE COAL, LLC
LG&E/KU Contract No. J21003

Exhibit A

SAMPLE COAL PAYMENT FORM

Total Evaluated Coal Costs for Coal Supply Agreement No. J21003

For contracts supplied from multiple "origins", each "origin will be calculated individually.

Section I	Base Data
1) Base F.O.B. price per ton:	\$40.35 /ton
1a) Tons of coal unloaded:	_____ tons
2) Guaranteed monthly weighted avg. heat content:	11,500 BTU/LB.
2r) As received monthly weighted avg. heat content:	_____ BTU/LB.
2a) Total Energy (BTUs) unloaded in the month:	_____ MMBTU
$\frac{[(\text{Line 1a}) * 2,000 \text{ lb./ton} * (\text{Line 2r})] * \text{MMBTU} / 1,000,000 \text{ BTU}}{[(\quad) * 2,000 \text{ lb./ton} * (\quad)] * \text{MMBTU} / 1,000,000 \text{ BTU}}$	
2b) Base F.O.B. price per MMBTU:	_____ MMBTU
$\frac{\{[(\text{Line 1}) / (\text{Line 2})] * (1 \text{ ton} / 2,000 \text{ lb.})\} * 1,000,000 \text{ BTU} / \text{MMBTU}}{\{[(\quad) / \text{ton}] / (\quad \text{ BTU} / \text{LB})\} * (1 \text{ ton} / 2,000 \text{ lb.})\} * 1,000,000 \text{ BTU} / \text{MMBTU}}$	
3) Guaranteed monthly weighted avg. sulfur	3.00 LBS./MMBTU
3r) As received monthly weighted avg. sulfur	_____ LBS./MMBTU
4) Guaranteed monthly weighted avg. ash	12.30 LBS./MMBTU
4r) As received monthly weighted avg. ash	_____ LBS./MMBTU
5) Guaranteed monthly weighted avg. moisture	8.50 LBS./MMBTU
5r) As received monthly weighted avg. moisture	_____ LBS./MMBTU
6) BTU True Up: $\{[(\text{line 2r} - \text{line 2})] \div \text{line 2}\} \times \text{line 1}$	_____ Dollars/Ton
6a) BTU True Up Dollars: (line 6 \times line 1a)	_____ Dollars
Section II	Discounts
Assign a (-) to all discounts (round to (5) decimal places)	
7) BTU/LB.: If line 2r is less than 11,250 BTU/lb. then: $\{1 - (\text{line 2r}) / (\text{line 2})\} * \$0.2604 / \text{MMBTU}$ $\{1 - (\quad) / (\quad)\} * 0.2604 =$	\$ _____ / MMBTU
8) SULFUR: If line 3r is greater than 3.15 lbs./MMBTU $[(\text{line 3r}) - (\text{line 3})] * \$0.1232 / \text{MMBTU per lb. Sulfur} / \text{MMBTU}$ $[(\quad) - (\quad)] * 0.1232 =$	\$ _____ / MMBTU
9) ASH: If line 4r is greater than 12.80 lbs./MMBTU $[(\text{line 4r}) - (\text{line 4})] * \$0.0083 / \text{MMBTU per lb. Ash} / \text{MMBTU}$ $[(\quad) - (\quad)] * 0.0083 =$	\$ _____ / MMBTU
10) MOISTURE: If line 5r is greater than 9.00 lbs./MMBTU $[(\text{line 5r}) - (\text{line 5})] * \$0.0016 / \text{MMBTU per lb. Moist.} / \text{MMBTU}$ $[(\quad) - (\quad)] * 0.0016 =$	\$ _____ / MMBTU

ALLIANCE COAL, LLC
LG&E/KU Contract No. J21003

Exhibit A
Page 2 of 2

<u>Section III</u>	<u>Total Price Adjustments</u>
<p>Determine total discounts as follows:</p>	
11) BTU/lb. Discount Dollars (line 7 × line 2a)	\$ _____ Dollars
12) Sulfur Discount Dollars (line 8 × line 2a)	\$ _____ Dollars
13) Ash Discount Dollars (line 9 × line 2a)	\$ _____ Dollars
14) Moisture Discount Dollars (line 10 × line 2a)	\$ _____ Dollars
15) Total Discount Dollars: Sum of lines 11 thru 14:	\$ _____ Dollars

Total Coal Payment Calculation

16) Total coal payment for month: [(line 1 × line 1a) + line 6a] – line 15	\$ _____ Dollars
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EXHIBIT B

GUARANTY

This Guaranty (the "Guaranty") is made by **Alliance Resource Partners, L.P.** (the "Guarantor"), a Delaware limited partnership, in favor of **Louisville Gas and Electric Company and Kentucky Utilities Company** (collectively the "Beneficiary"), in consideration of the Beneficiary entering into agreement(s) with Alliance Coal, LLC (the "Counterparty").

1. **Guaranty:** Guarantor does hereby unconditionally and absolutely guarantee to Beneficiary the full and faithful payment by Counterparty of any amounts (including any damages or amounts for nonperformance or indemnification) due to the Beneficiary under and pursuant to that certain Coal Supply Agreement dated March 24, 2020 (identified as Contract J21003) and any amendments thereto that may be entered into from time to time hereafter, (the "Agreement") (the payment obligations described above are referred to herein collectively as the "Guaranteed Obligations"). In no event shall Guarantor have any obligation to perform any nonpayment obligations of Counterparty under the Agreement.
2. **Guaranty Absolute:** The Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Agreement, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Beneficiary with respect thereto. The obligations of the Guarantor under this Guaranty are independent of, but related to, the Counterparty's obligations under the Agreement and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guaranty, irrespective of whether any action is brought against one or more of the parties constituting Counterparty or whether one or more of the parties constituting Counterparty is joined in any such action or actions.

Notwithstanding any provision to the contrary contained herein, Guarantor's liability hereunder shall be and is specifically limited to payment obligations as expressly set forth in Section 1 above, and in no event shall Guarantor be liable for the payment of consequential, exemplary, equitable, loss of profits, punitive, or any other special or indirect damages, costs, or fees.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Beneficiary or any other Person upon the insolvency, bankruptcy or reorganization of one or more of the parties constituting Counterparty or the Guarantor or otherwise, all as though such payments had not been made. The obligations of the Guarantor under this Guaranty shall at all times rank at least *pari passu* in right of payment with all other unsecured and unsubordinated indebtedness (actual or contingent) of the Guarantor, except as may be required by law. This Guaranty shall continue to be effective if one or more of the parties constituting Counterparty merges or consolidates with or into another entity, loses its separate legal identity or ceases to exist.

This Guaranty is a continuing guaranty of the payment (and not of collection) by each of the parties constituting Counterparty of its obligations under the Agreement. In no event shall Guarantor's liability to Beneficiary exceed Counterparty's liability under the Agreement, notwithstanding the effect of the insolvency, bankruptcy or reorganization of Counterparty. The Guarantor agrees that its obligations under this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of one or more parties constituting Counterparty (or the estate in bankruptcy of one or more parties constituting Counterparty) resulting from the operation of any present or future provision of the federal bankruptcy law or other similar statute.

- 3. Waivers and Acknowledgments:** The Guarantor hereby waives presentment, protest, acceleration, dishonor, promptness, diligence, filing of claims with a court in the event of insolvency or bankruptcy of the one or more parties constituting Counterparty, notice of acceptance of this Guaranty and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that Beneficiary protect, secure, perfect or insure any lien or any property subject thereto or exhaust any right or take any action against one or more of the parties constituting Counterparty or any other Person or entity, or any collateral; provided, however, that Guarantor reserves the right to any defenses available to Counterparty or Guarantor other than defenses arising from the bankruptcy, insolvency, incapacity, liquidation or dissolution of Counterparty. During the term hereof, the Guarantor hereby waives any right to revoke this Guaranty, and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

No delay of Beneficiary in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights; a waiver of any other rights or a release of Guarantor from any obligations hereunder nor shall any single or partial exercise by Beneficiary of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to Beneficiary or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Beneficiary from time to time.

- 4. Expenses:** In the event that Beneficiary is required to institute litigation to enforce Guarantor's obligations under this Guaranty, Beneficiary shall be entitled to make application to the court for an award of reasonable attorneys' fees actually incurred in the enforcement of same; provided, however, that attorneys' fees shall only be awarded if the court determines that Guarantor's defenses to enforcement of said obligations were presented for improper purpose, were frivolous, and/or had no reasonable basis in law or in fact.
- 5. Subrogation:** The Guarantor will not exercise any right that it may now or hereafter acquire against Counterparty that arise from the existence, payment, or enforcement of the Guarantor's Obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Beneficiary against Counterparty or any collateral,

whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Counterparty, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the obligations of Counterparty under the Agreement and all other amounts payable under this Guaranty shall have been paid in full in cash (and not subject to disgorgement in bankruptcy or otherwise). If any amount shall be paid to the Guarantor in violation of the preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty, the Guarantor shall hold such amount as agent for the benefit of Beneficiary, which amount shall forthwith be paid to Beneficiary to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Agreement, or to be held as collateral for any Guaranteed Obligations or other amounts payable under this Guaranty thereafter arising. If (i) the Guarantor shall make payment to Beneficiary of all or any part of the Guaranteed Obligations and (ii) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall be paid in full in cash, Beneficiary will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty by Beneficiary, of all of Beneficiary's rights and benefits under the Agreement. In the event Guarantor performs part or all of Counterparty's payment obligations, Guarantor shall be entitled to Counterparty's rights and benefits under the Agreement and shall be subrogated to Counterparty's rights to Beneficiary with respect to such of Counterparty's obligations so performed by Guarantor.

6. **Reservation of Defenses:** Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guarantee notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a guaranty. Guarantor does reserve the right to assert defenses which Counterparty may have to payment of any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Counterparty and other defenses expressly waived hereby.
7. **Notices:** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon receipt, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, or personally delivered. Notices shall be sent to the following addresses:

If to Guarantor:

Alliance Resource Partners, L.P.
Chief Financial Officer
1717 S. Boulder Avenue, Suite 400
Tulsa, Oklahoma 74119

With a copy to:

Alliance Resource Partners, L.P.
General Counsel
1717 S Boulder Avenue, Suite 400
Tulsa, Oklahoma 74119

If to Counterparty:

Alliance Coal, LLC
Assistant General Counsel
1717 S. Boulder Avenue, Suite 400
Tulsa, Oklahoma 74119

If to Beneficiary:

Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202
Attn: Director Corporate Fuels and By-Products

Kentucky Utilities Company
220 West Main Street
Louisville, Kentucky 40202
Attn: Director Corporate Fuels and By-Products

8. **Demand and Payment:** If Counterparty fails to pay any obligation and Beneficiary elects to exercise its rights under this Guaranty, Beneficiary shall make a written demand on Guarantor (a "Payment Demand"). Any Payment Demand by Beneficiary hereunder shall be in writing, signed by a duly authorized officer of Beneficiary and delivered to the Guarantor pursuant to Section 7 hereof, and shall (a) reference this Guaranty, (b) specifically identify Beneficiary, the Guaranteed Obligations to be performed or paid and the amount of such Guaranteed Obligations and (c) if applicable, set forth payment instructions. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within thirty (30) business days of receipt of such Payment Demand.
9. **Representations and Warranties of Guarantor:** Guarantor represents and warrants that:
- (a) it is a limited partnership duly organized and validly existing under the laws of the State of Delaware and has the power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;
 - (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor

is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws effecting creditors' rights generally and by general principles of equity.

10. Miscellaneous:

Default. Guarantor represents and warrants that to its best information, knowledge and belief, no default(s) of the Agreement are known to exist as of the date of this Guaranty. In the event Counterparty defaults in the performance of any Guaranteed Obligations under the Agreement, Beneficiary shall give written notice to Guarantor. Promptly thereafter, Guarantor shall perform or cause to be performed such payment obligation of Counterparty as required by the Agreement.

Term. This Guaranty shall continue in full force and effect until the termination or expiration of the Agreement. Notwithstanding the foregoing, upon termination or expiration hereof, Guarantor agrees that the obligations and liabilities hereunder shall survive and continue in full force and effect with respect to any Guaranteed Obligations that have been contracted for or arise prior to the termination or expiration date, whether such Guaranteed Obligations become due and payable prior to or after the expiration or termination date.

Assignment. Neither party shall assign its rights or obligations under this Guaranty without the express written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and any purported assignment absent such consent is void.

Severability. If any provision or portion of a provision of this agreement is declared void and/or unenforceable, such provision or portion shall be deemed severed from this agreement which shall otherwise remain in full force and effect.

Amendments. No amendment of this Guaranty shall be effective unless in writing and signed by Guarantor, Counterparty and Beneficiary. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver or consent shall be in writing and signed by Beneficiary. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

Successors and Assigns. This Guaranty shall be binding upon Guarantor, its successors and permitted assigns and inure to the benefit of and be enforceable by Beneficiary, its successors and assigns.

Prior Agreements. The Guaranty embodies the entire agreement and understanding between Guarantor and Beneficiary and supersedes all prior agreements and understandings relating to the subject matter hereof.

Headings. The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof.

11. **Limitation by Law:** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.
12. **Governing Law:** This Guaranty shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this 24th day of March, 2020 ("Effective Date").

Guarantor: **ALLIANCE RESOURCE PARTNERS, L.P.**

By: Alliance Resource Management GP, LLC

Its: Managing General Partner

By: Timothy J. Whelan

Name: Timothy J. Whelan

Title: Senior Vice President Sales & Marketing