

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

This ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (“Agreement”) is made as of this 20th day of December, 2021, but effective as of 11:59 pm EST on December 31, 2021 (“Effective Time”) by and among (i) ALPHA METALLURGICAL COAL SALES, LLC, a Delaware limited liability company f/k/a Contura Coal Sales, LLC (“Assignor”), (ii) ALPHA METALLURGICAL RESOURCES, INC., a Delaware corporation f/k/a Contura Energy, Inc. (“Guarantor”), (iii) IRON COAL SALES, LLC, a Delaware limited liability company (“Assignee”), (iv) IRON CUMBERLAND, LLC, a Delaware limited liability company f/k/a Cumberland Contura, LLC (“Cumberland”), and (v) LOUISVILLE GAS AND ELECTRIC COMPANY AND KENTUCKY UTILITIES COMPANY, both Kentucky corporations (collectively, “Customer”).

RECITALS:

WHEREAS, reference is made to that certain Coal Supply Agreement dated July 23, 2019 (Contract #J20001), as amended, by and between Customer and Assignor (“Customer CSA”);

WHEREAS, reference is made to that certain Guaranty Agreement dated July 23, 2019, by Guarantor in favor of Customer, pursuant to which Guarantor guaranteed the obligations of Assignor under the Customer CSA (“Guaranty”);

WHEREAS, reference is made to that certain Back-to-Back Coal Supply Agreement dated December 10, 2020 (CCS Customer 105334), by and between Assignor and Cumberland (“Back to Back CSA”);

WHEREAS, Assignor desires to assign the Customer CSA to Assignee, and Customer desires to consent to such assignment; and

WHEREAS, in connection with such assignment of the Customer CSA from Assignor to Assignee, (i) Customer desires to terminate the Guaranty and release Guarantor from all obligations thereunder, and (ii) Assignor and Cumberland desire to terminate the Back to Back CSA and release each other from all obligations thereunder.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, with the intent to be legally bound, hereby agree as follows:

- 1. RECITALS.** The foregoing recitals are hereby incorporated herein by reference.
- 2. ASSIGNMENT AND ASSUMPTION.** As of the Effective Time, Assignor hereby assigns and delegates to Assignee all of its rights and obligations under the Customer CSA, and Assignee hereby accepts such assignment and delegation from Assignor and assumes and agrees to perform all of the obligations and liabilities of the “Seller” under the Customer CSA.
- 3. CONSENT AND ACKNOWLEDGMENT.** As of the Effective Time, Customer hereby consents to the assignment and delegation of the Customer CSA from Assignor to Assignee and the assumption by Assignee of all of the obligations and liabilities of “Seller” thereunder.
- 4. TERMINATION OF GUARANTY.** Except with respect to obligations or liabilities arising or related to periods before the Effective Time, the Guaranty is hereby terminated and shall be of no further force or effect from and after the Effective Time.
- 5. MUTUAL RELEASE OF CLAIMS BY ASSIGNOR, GUARANTOR AND CUSTOMER.** Except with respect to obligations or liabilities arising or related to periods before the Effective Time, each of Assignor, Guarantor and Customer hereby releases the other from any and all obligations, claims, costs, actions, sums of money, losses and controversies of every kind and description, whether in law or in equity and whether known or unknown, accrued or unaccrued, matured or unmatured, liquidated or unliquidated, contingent or otherwise, which Assignor, Guarantor or Customer now has, may now have, has had or may hereafter have against the other, connected with or arising out of the Customer CSA or the Guaranty.

6. TERMINATION OF BACK TO BACK CSA. Each of Assignor and Cumberland hereby agree that the Back to Back CSA is hereby terminated and shall be of no further force or effect from and after the Effective Time.

7. MUTUAL RELEASE OF CLAIMS BY ASSIGNOR AND CUMBERLAND. Except with respect to obligations or liabilities arising or related to periods before the Effective Time, each of Assignor and Cumberland hereby releases the other from any and all obligations, claims, costs, actions, sums of money, losses and controversies of every kind and description, whether in law or in equity and whether known or unknown, accrued or unaccrued, matured or unmatured, liquidated or unliquidated, contingent or otherwise, which Assignor or Cumberland now has, may now have, has had or may hereafter have against the other, connected with or arising out of the Back to Back CSA.

8. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to any conflicts of laws that would result in the application of the laws of any other jurisdiction.

9. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, this Agreement is entered into this the day and year first above written.

ALPHA METALLURGICAL COAL SALES, LLC

By: _____
Name: _____
Title: _____

ALPHA METALLURGICAL RESOURCES, INC.

By: _____
Name: _____
Title: _____

IRON COAL SALES, LLC

By: Justin Thompson
Name: Justin Thompson
Title: CEO

IRON CUMBERLAND, LLC

By: Justin Thompson
Name: Justin Thompson
Title: CEO

LOUISVILLE GAS AND ELECTRIC COMPANY


By: David Sinclair ^{DocuSigned by:} ^{DS} ETL
Name: ^{A1908141CB994761} David Sinclair
Title: Vice President, Energy Supply & Analysis ^{DS} ETL

KENTUCKY UTILITIES COMPANY

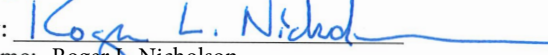
By: David Sinclair ^{DocuSigned by:} ^{DS} ETL
Name: ^{A1908141CB994761} David Sinclair
Title: Vice President, Energy Supply & Analysis ^{DS} ETL

IN WITNESS WHEREOF, this Agreement is entered into this the day and year first above written.

ALPHA METALLURGICAL COAL SALES, LLC

By: 
Name: Daniel E. Horn
Title: Manager and President

ALPHA METALLURGICAL RESOURCES, INC.

By: 
Name: Roger L. Nicholson
Title: EVP, CAO, General Counsel & Secretary

IRON COAL SALES, LLC

By: _____
Name: _____
Title: _____

IRON CUMBERLAND, LLC

By: _____
Name: _____
Title: _____

LOUISVILLE GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

KENTUCKY UTILITIES COMPANY

By: _____
Name: _____
Title: _____