

RETENTION AGREEMENT

This Retention Agreement ("Agreement") is by and between **Michael Blackford** ("Employee") and Arch Resources, Inc. ("Arch").

WHEREAS, Arch reached an agreement with CONSOL Energy, Inc. on or about August 20, 2024 ("Merger Agreement"), to a merger of the two companies (the "Merger"), which Merger was closed on January 14, 2025;

WHEREAS, Employee is employed by Arch, and Arch considers Employee to be a key employee for the transition and integration associated with the Merger;

WHEREAS, Arch believes establishing this retention incentive arrangement for Employee will increase the likelihood Arch will continue to have Employee's continuous service during the integration process through the Retention Date (as defined below); and

NOW, THEREFORE, for good and valuable consideration, Arch and Employee, intending to be bound, agree as set forth in this Agreement.

1. Retention Benefits

a. Employee will receive the following benefits ("Retention Benefits") if: (x) Employee remains continuously employed with Arch through **October 1, 2025** ("Retention Date"); Employee's employment is involuntarily terminated by Arch without Cause on or before the Retention Date; or (z) Employee's employment is terminated due to Employee's permanent disability or death on or before the Retention Date:

- i. Upon Employee's separation from employment on or before the Retention Date, Employee will be eligible for severance benefits not less than those provided pursuant to the Arch Resources 2025 Enhanced Severance Plan in effect as of the Effective Date of this Agreement, which shall include a lump sum payment of \$249,704.00, subject to applicable withholdings and deductions.
- ii. If Employee's employment is terminated prior to the Retention Date and is eligible for the Retention Benefits, Employee shall also receive the equivalent of Employee's salary for the period between the termination date and the Retention Date.

b. For purposes of this Agreement, Cause shall be defined as Employee's: (i) continued failure to substantially perform Employee's duties with Arch (other than any such failure resulting from Employee's incapacity due to physical or mental illness); (ii) engagement in conduct which is demonstrably and materially injurious to Arch monetarily or otherwise;

(iii) conviction of or the entering of a plea of nolo contendere to the commission of a felony; or
(iv) fraud in the performance of Employee's duties with Arch.

c. Arch retains the right to condition payment of any Retention Benefits described herein upon Employee's signing a waiver and release in a form acceptable to Arch.

d. Employee acknowledges that Arch may transfer Employee's employment relationship with Arch to a parent, subsidiary or affiliate entity of Arch at Arch's sole discretion. To the extent such transfer occurs prior to the Retention Date, (i) such transfer shall not cause the vesting of, or otherwise trigger any obligation to pay the Retention Payment, and (ii) the term "Arch" as used in this Agreement shall thereafter refer to the parent, subsidiary or affiliate entity of Arch to which Employee's employment relationship is transferred.

2. At-Will Employment

This Agreement shall not be construed as an employment agreement, or otherwise alter the at-will nature of Employee's employment with Arch. Nothing in this Agreement is intended, and nothing herein will be construed, as limiting the ability of Employee, Arch to terminate Employee's employment. Employee understands nothing in this Agreement guarantees Employee's employment for any period of time.

3. Confidentiality

Employee agrees not to disclose the existence of this Agreement or any of its terms to anyone other than Employee's spouse and a financial or legal advisor who agrees to be bound not to make any such disclosure. Failure to maintain confidentiality of the existence or terms of this Agreement will be considered a material breach of the Agreement, and Employee will not be eligible for the Retention Benefits if the breach occurs prior to the Retention Date.

4. Miscellaneous

a. This Agreement will be binding upon and inure to the benefit of Employee and Arch and any successor, direct or indirect, of Arch. Arch shall have the right to freely assign this Agreement. This Agreement may not be assigned by Employee.

b. The payment provided under this Agreement is not intended to qualify under Section 401 of the Internal Revenue Code and will be paid from the general assets of Arch or a third party. Nothing contained herein shall require Arch to segregate any monies from its general funds or to create any trusts, or to make any special deposits for amounts payable to Employee. In no case will any amounts paid under this Agreement be taken into account in determining any of Employee's benefits, including without limitation savings and investment plan contributions, life insurance and disability or in determining any other incentive award or compensation.

c. This Agreement will in all respects be governed by, and construed in accordance with, the laws of the State of Missouri, without reference to conflicts of law

principles thereunder. Any litigation arising out of this Agreement shall be brought exclusively in the federal or state courts of Missouri, to which jurisdiction Employee and Arch hereby submit with respect to litigation arising out of this Agreement, and the parties hereby knowingly and willingly waive their rights to a jury trial in any such litigation.

d. This Agreement constitutes the entire agreement between the parties with respect to the Retention Benefits and supersedes all prior agreements, oral and written, between the parties hereto with respect to the Retention Benefits, if any.

e. Employee acknowledges Employee has carefully read this Agreement in its entirety, fully understands its provisions and its final and binding effect, and Employee is signing this Agreement voluntarily.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of January 22, 2025 ("Effective Date").

Accepted and Agreed to:

Employee

Printed Name

Arch Resources, Inc.

By: Gary Glassman

Gary Glassman

Printed Name

Vice President, Human Resources

Title