

Exhibit I

THE AMERICAN COAL COMPANY Contract #J17004 – Amendment No. 4

AMENDMENT NO. 4 TO COAL SUPPLY AGREEMENT

THIS AMENDMENT NO. 4 TO COAL SUPPLY AGREEMENT (“Amendment No. 4”) is entered into, effective as of July 10, 2019, by and between LOUISVILLE GAS AND ELECTRIC COMPANY (“LG&E”) and KENTUCKY UTILITIES COMPANY (“KU”), each a Kentucky corporation, with an address at 220 West Main Street, Louisville, Kentucky 40202 (LG&E and KU are each individually sometimes herein called a “Buyer”), and THE AMERICAN COAL COMPANY, a Delaware corporation (“Seller”), whose address is 46226 National Road, St. Clairsville, Ohio 43950.

In consideration of the agreements herein contained, the Parties hereto agree as follows.

A. AMENDMENTS

The Coal Supply Agreement heretofore entered into by the Parties, dated effective as of September 1, 2016, identified as Contract Number J17004, as amended by Amendment No. 1 to Coal Supply Agreement, dated effective August 1, 2017 (“Amendment No. 1”), by Amendment No. 2, dated effective November 1, 2017 (“Amendment No. 2”), and by Amendment No. 3, dated effective December 28, 2018 (“Amendment No. 3”), is hereby amended as set forth below (the September 1, 2016 Coal Supply Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 are hereafter collectively referred to as the “Agreement”).

B. TERM

B.1 The sentence constituting Section 2 is deleted in its entirety and replaced with the following.

“The term of this Agreement shall commence as of the date hereof and shall continue through the delivery and acceptance of 7.3 million tons of coal to occur on or before December 31, 2022, unless sooner terminated or extended pursuant to any of the terms set forth herein.”

C. QUANTITY

C.1 Effective July 10, 2019, Section 3.1 Base Quantity, is deleted in its entirety and is replaced with the following:

“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, a total of 7.3 million tons subject to the following annual base quantity of coal nominated by Buyer (“Base Quantity”) on a quarterly basis:

| <u>YEAR</u> | <u>BASE QUANTITY (TONS)</u> | <u>QUARTERLY NOMINATION (TONS)</u> |
|-------------|------------------------------------|------------------------------------|
| 2017 | 0 - 500,000 | 0 - 125,000 |
| 2018 | 750,000 – 1,250,000 | 187,500 – 312,500 |
| 2019 | 1,050,000 – 1,550,000 ¹ | 187,500 – 462,500 |
| 2020 | 1,750,000 – 2,250,000 | 437,500 – 562,500 |
| 2021 | 1,750,000 – 2,250,000 | 437,500 – 562,500 |
| 2022 | 0 – 2,000,000 | 0 – 500,000 |

¹ It is the intention of the Parties that the entire 300,000-ton increase in the 2019 Base Quantity shall be sourced from the MC#1 Mine.

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The Base Quantity of coal scheduled to be nominated and delivered in a given calendar year as set forth in the table above, plus any Make-Up Tons required to be delivered pursuant to §3.2 (the Base Quantity plus any Make-Up Tons being hereafter collectively referred to as the "Annual Quantity") shall be nominated for and delivered during that calendar year. The minimum and maximum Base Quantities or Annual Quantities (including quarterly nominations) may be modified as mutually-agreed in writing by the Parties from time-to-time, to achieve 7.3 million tons delivered and received by December 31, 2022, subject to a Party's applicable rights or obligations pursuant to other terms and conditions herein including, but not limited to, Make-Up Tons, Force Majeure, and applicable suspension or termination rights."

D. SOURCE

D.1 Section 4.1 Source. The following sources are added to Section 4.1.

"Beginning July 10, 2019, Seller shall have the right to ship coal from the following sources:

| <u>Mine Name</u> | <u>MSHA ID#</u> | <u>County/State</u> | <u>Seam</u> |
|------------------|-----------------|---------------------|---------------|
| Pride Mine | 1519744 | Muhlenberg, KY | Western KY #8 |
| Genesis Mine | 1519535 | Ohio, KY | Western KY #9 |

All authorized and accepted tonnage shipped from Pride Mine and Genesis Mine shall also count as "coal" tonnage shipped under this Agreement and such sites shall be deemed "Coal Properties" hereunder."

E. SUSPENSION AND TERMINATION

E.1 Section 6.4 Suspension and Termination. The following shall be added as the last two sentences to the first paragraph of Section 6.4:

"With respect to suspension under Section 6.4 (a) only, the Parties agree the GMWA for BTU/lb. for a calendar month will be calculated on a weighted average basis using 11,600 BTU/lb. for coal sourced from the Pride and Genesis Mines, and 11,800 BTU/lb. for coal from all other Coal Properties. For the avoidance of doubt, the GMWA to be used for the BTU Adjustment in Section 8.2 (a) shall remain 11,800 BTU/LB and the GMWA to be used for the Discount Point in Section 8.2 (b) shall remain 11,600 BTU/lb. The GMWA for Rejection Limits in Section 6.1 and as used in Section 6.4 (b) shall remain 11,300 BTU/lb."

F. WEIGHTS, SAMPLING AND ANALYSIS

F.1 Section 7.1 Weights. The two sentences added to Section 7.1 by Amendment No. 2 shall be deleted in their entirety and replaced with the following:

"The weight of each Shipment delivered to the W KY River Dock Barge Delivery Point shall be on the basis of Seller's certified belt scales located at the W KY River Dock Barge Delivery Point. In the event the certified belt scales are not available, a draft survey conducted by an independent third party will determine the weight of the coal Shipment.

With respect to Shipments delivered to the W KY River Dock Barge Delivery Point, Seller shall maintain, test, and calibrate the belt scale or conduct draft survey activities in accordance with industry practices and using qualified personnel, including industry practices in accordance with NIST Handbook 44 with

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respect to scales. In addition, Seller and Buyer shall have the duties and rights set forth in the 2nd through 5th paragraphs of Section 7.1, except for Shipments delivered to the W KY River Dock Barge Delivery Point, the monthly belt scale calibration shall be by test weights.”

G. PRICE

G.1 Effective July 10, 2019, Section 8.1(a) Base Price, is deleted in its entirety and is replaced with the following provision:

“(a) Base Price. Beginning July 10, 2019, the “Base Price” of the coal to be sold hereunder will be firm and will be determined by the cumulative volume range in which the coal is delivered in § 3 in accordance with the following schedule:

| <u>VOLUME RANGE (CUMULATIVE)</u> | <u>SITRAN DOCK</u> | <u>BASE PRICE (\$ PER TON)</u> | |
|--------------------------------------|------------------------|---|--|
| | | <u>OHIO and MARSHALL COUNTY DOCK(S)</u> | <u>ISLAND and W KY RIVER DOCK(S)</u> |
| 0 - 1,000,000 tons | \$34.20 | \$33.20 | \$33.30 |
| 1,000,001 – 2,300,000 tons | \$36.50 | \$35.50 | \$35.60 |
| 2,300,001 – 3,300,000 tons | \$38.70 | \$37.70 | \$37.80 |
| 3,300,001 – 4,300,000 tons | \$40.90 | \$39.90 | \$40.00 |
| 4,300,001 – 5,300,000 tons | \$43.40 | \$42.40 | \$42.50 |
| 5,300,001 – 7,300,000 tons | \$45.15 | \$44.15 | \$44.25 |

The Base Price, as modified by any Base Price adjustment provided for in §8.2, if any, is hereinafter referred to as the “Base Price”.

G.2 Section 8.4 Price Adjustments for Changes in Governmental Impositions. The sentence added to Section 8.4 by Amendment No. 3 shall be deleted in its entirety and replaced with the following:

“Tonnage shipped from Ohio County Mine, Marshall County Mine, Paradise #9 Mine, Pride Mine, Genesis Mine, and Foresight Mines shall not be subject to any adjustment in Section 8.4 for changes in Governmental Imposition.”

F. STATUS OF AGREEMENT

As amended hereby, the Agreement is hereby ratified and confirmed and shall continue in full force and effect.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4, intending it to be binding as of the date(s) indicated below and to be performed as set out herein.

BUYER

SELLER

**LOUISVILLE GAS AND ELECTRIC COMPANY
and KENTUCKY UTILITIES COMPANY**

THE AMERICAN COAL COMPANY

By:

David Sinclair

By:

Robert D. Moore

Title:

V.P. – Energy Supply & Analysis

Title:

Treasurer

Signature:



*JPF
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Signature:



Date:

7-11-19

Date:

July 10, 2019