

## **First Amendment to Confirmation**

This **First Amendment to Confirmation** (this “**First Amendment**”) is made and entered into to be effective as of the 7<sup>th</sup> day of January, 2026 (the “**Effective Date**”) by and between Iron Coal Sales, LLC (“**Seller**”) and Duke Energy Kentucky, Inc. (“**Buyer**”), sometimes herein each referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Seller and Buyer entered into that certain Confirmation Agreement (#36142) effective December 18, 2025 (the “**Confirmation**”), which was entered into pursuant to and governed by the Master Agreement for the Sale and Purchase of Coal dated March 8, 2024 by and between Seller and Duke Energy Business Services, LLC, not in its individual capacity but solely as agent individually and separately for each of Buyer, Duke Energy Carolinas, LLC; Duke Energy Florida, LLC; Duke Energy Indiana, LLC; and Duke Energy Progress, LLC (“**Master Agreement**” and collectively with the Confirmation, the “**Agreement**”) pursuant to which Seller agreed to sell and deliver and Buyer agreed to purchase and accept certain quantities of Coal, subject to the terms and conditions set forth therein; and

WHEREAS, Buyer and Seller desire to amend the Agreement as more specifically set forth herein.

NOW THEREFORE, in consideration of the foregoing and for the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged by the Parties and intending to be legally bound hereby, Buyer and Seller agree as follows:

1. The above recitals are incorporated herein by reference.
2. The Term Section is hereby amended by deleting “March 31, 2026” and replacing it with “June 30, 2026”.
3. The Contract Quantity Section is hereby amended by deleting “55,000” and replacing it with “130,000”.
4. All other terms and conditions of the Agreement that are not expressly amended or modified in this First Amendment remain unchanged and in full force and effect.
5. Capitalized terms used but not defined in this First Amendment have the meaning given to them in the Agreement.
6. This First Amendment supersedes and replaces all prior agreements, oral and written, between the Parties with respect to the subject matter hereof. In the event

of any conflict or inconsistencies between this First Amendment and the Agreement, the terms and conditions of this First Amendment prevail.

7. This First Amendment is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.
8. Each Party acknowledges and agrees that it and its counsel have reviewed and revised this First Amendment and that the normal rule of construction to the effect that any ambiguities are to be construed against the drafting party will not be used in the interpretation of this First Amendment.
9. This First Amendment will be governed by, interpreted, and construed as one in accordance with the laws of the State whose laws govern the Agreement.
10. This First Amendment may be executed in multiple counterparts each of which, when so executed, are deemed to be an original but all of which constitute but one and the same instrument. Each Party agrees that Electronic Signatures, whether digital or encrypted, of the Parties to this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. **“Electronic Signatures”** means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record.

IN WITNESS WHEREOF, each of the Parties has caused this First Amendment to be executed by its duly authorized representative to be effective as of the Effective Date.

**Iron Coal Sales, LLC**

By: H. M. Jones

Name: H. M. Jones

Title: Chief Commercial Officer

**Duke Energy Kentucky, Inc.**

By:  Jan 8, 2026 09:50:53 EST

Name: Kim Hughes

Title: Director, Coal Origination