

Second Amendment to Confirmation Agreement

This **Second Amendment to the Confirmation Agreement** (this “**Second Amendment**”) is made and entered into to be effective as of the 14th day of January, 2026 (the “**Effective Date**”) by and between Central Coal Company as agent for Knight Hawk Coal, 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 (#36007) dated June 24, 2025 (as previously amended, the “**Confirmation**”), which is subject to and made a part of the Master Agreement for the Sale and Purchase of Coal dated January 1, 2017 between Seller and Buyer et. al (“**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 volumes of Coal, subject to the terms and conditions set forth therein; and

WHEREAS, Buyer and Seller desire to further 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 Contract Quantity Section of the Confirmation is hereby amended by deleting the first paragraph in its entirety and replacing it with the following:

“During the period of time commencing on July 1, 2025 and ending on December 31, 2026, inclusive (“**CY2025-2026**”), the Contract Quantity is approximately 585,673 Tons (“**2025-2026 Base Tons**”) to be delivered and accepted subject to the provisions of this paragraph and the Primary Purpose and Flexibility Sections below herein. The Parties agree that 235,673 of the 2025-2026 Base Tons were purchased and sold prior to January 1, 2026, leaving a balance of 350,000 Tons to be delivered and accepted between January 1, 2026 and December 31, 2026.”

3. All other terms and conditions of the Agreement that are not expressly amended or modified in this Second Amendment remain unchanged and in full force and effect.
4. Capitalized terms used but not defined in this Second Amendment have the meaning given to them in the Agreement.

5. This Second 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 Second Amendment and the Agreement, the terms and conditions of this Second Amendment prevail.
6. This Second Amendment is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.
7. Each Party acknowledges and agrees that it and its counsel have reviewed and revised this Second 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 Second Amendment.
8. This Second Amendment will be governed by, interpreted, and construed as one in accordance with the laws of the State whose laws govern the Agreement.
9. This Second 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 Second 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 Second Amendment to be executed by its duly authorized representative to be effective as of the Effective Date.

Central Coal Company
as agent for **Knight Hawk Coal, LLC**

By: 
Name: Clark Wisman
Title: Sales

Duke Energy Kentucky, Inc.

By: 
John Verderame (Jan 28, 2026 15:55:12 EST)
Name: John Verderame
Title: SVP Fuels & Systems Optimization