

### COAL CONTRACT AMENDMENT NO. 3

THIS COAL CONTRACT AMENDMENT NO. 3 (this "Amendment") is made and entered into effective the 11<sup>th</sup> day of May, 2026 (the "Effective Date"), by and between CCU Coal and Construction, LLC, an Ohio limited liability company, with an office at 544 Chestnut Street, P. O. Box 1027, Coshocton, Ohio 43812, hereinafter called "SELLER," and East Kentucky Power Cooperative, Inc., a Kentucky corporation, with its principal office at 4775 Lexington Road, P. O. Box 707, Winchester, Kentucky 40392-0707, hereinafter called "BUYER."

#### WITNESSETH

WHEREAS, BUYER and CCU Coal and Construction, LLC ("CCU") entered into a Coal Contract dated October 2, 2023, As Amended April 21, 2025 and April 10, 2026, hereinafter collectively referred to as the "Contract," for the purchase and delivery of coal to BUYER'S Gilbert Unit No. 3 and Spurlock Unit No. 4 at Spurlock Power Station, Charleston Bottoms, Kentucky; and

WHEREAS, the parties wish to amend the Contract to revise the term, the price, the diesel fuel adjustments, and make other agreed changes;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree that the Contract is amended as follows, with such amendments to be effective as of the date hereof:

1. In Section 1 (titled "Quantity, Scheduling and Term") of the Contract, the following new Section 1 (a) and (d) shall amend and replace in their entirety the existing Section 1 (a) and (d) of the Contract, effective January 1, 2027:

**1. Quantity, Scheduling and Term**

(a) SELLER does hereby agree to sell to BUYER, and BUYER agrees to purchase from SELLER, One Million Eight Hundred Thousand (1,800,000) tons of coal (the "Total Contract

Tonnage”) over five (5) years at a rate of Three Hundred Sixty Thousand (360,000) tons of coal per year (the “Base Annual Tonnage Amount”), subject to Sections 3 (b), 5 (c), and 7 herein, and BUYER’S right to vary the Total Contract Tonnage and Base Annual Tonnage Amounts through the adjustment of monthly delivery rates, as provided in Section 1 (b) hereinbelow.

(d) Monthly deliveries shall commence on January 1, 2025, and continue through December 31, 2029, for a total Contract term of Five (5) years (the “Term”). The Term shall be extended to the extent required by the other express terms of this Contract.

2. In Section 2 (titled “Coal Price”) of the Contract, the following new Section 2 shall amend and replace in their entirety the existing Section 2 of the Contract, effective January 1, 2027:

**2. Coal Price**

The base price for all coal supplied hereunder meeting the quality specifications contained herein and delivered f.o.b. barge at CCU Dock shall be listed below. The Base Price shall be subject to price adjustments set forth in Sections 3, 4 (d) and 4 (e).

Calendar Year	Base Price (cents per million Btu)
Year 1 - 2025	\$2.2322 (\$50.00/Ton at 11,200 Btu per pound)
<u>Year 2 - 2026</u>	<u>\$2.2322 (\$50.00/Ton at 11,200 Btu per pound)</u>
Year 3 - 2027	\$2.3772 (\$53.25/Ton at 11,200 Btu per pound)
Year 4 - 2028	\$2.3772 (\$53.25/Ton at 11,200 Btu per pound)
Year 5 - 2029	\$2.3772 (\$53.25/Ton at 11,200 Btu per pound)

The Base Prices above are inclusive of harbor switching or fleeting charges which shall be the responsibility of SELLER.

EXAMPLE: The base price of coal for Year 3 through Year 5 with a heat content of 11,200 Btu/lb. would be \$53.25 per ton. For coal with a heat content of 11,500 Btu/lb., it would be \$54.68 per ton.

3. In Section 3 (titled “Coal Price Adjustments”) of the Contract, the following new Section 3 (b) and (c) shall amend and replace in their entirety the existing Section 3 (b) and (c) of the Contract, effective January 1, 2027:

**3. Coal Price Adjustments**

(b) Between May 1, 2029, and July 31, 2029, (a “Re-opener Period”), the parties shall jointly consider extending the Contract for an additional (3) year term. If the parties are unable to agree to the extension for any reason during the Re-opener Period, then this Contract shall terminate effective on the last day of the Term as defined in Section 1 (d).

(c) The base price as stated in Section 2 shall be adjusted, as provided hereinbelow, beginning January 1, 2027, to arrive at the actual billing price. **At NO TIME shall the diesel fuel adjustment cause the price per ton paid to be lower than the actual base price.** Thirty-five percent (35%) of the Base Price shall be adjusted monthly for the cost of diesel fuel, all described as follows:

I. Thirty-five percent (35%) of the base price shall change in direct proportion to changes in the index for No. 2 diesel fuel, EIA On-Road Diesel-Midwest Average Monthly Index. The base month for this index will be February 2026. Effective January 1, 2027, and each month thereafter, this portion of the base price shall change in accordance with changes in the fuel index for the preceding month, compared to the base month.

EXAMPLE: The following is a hypothetical example, for illustration purposes only, of a diesel fuel price adjustment for the month of January 2027. (Index numbers were randomly chosen.)

PERCENT CHANGE OF FUEL PRICE:

Base Index	February 2026	—	368.1
Current Index	December 2026	—	374.2
Difference			6.1

PERCENT CHANGE:

$$\text{Index Difference/Base Index} = 6.1 \div 368.1 = 0.017 \text{ or } 1.7\%$$

$$\text{Adjustment on 35\% of base price per million Btu} = 2.3772 \times 35\% \times 0.017 = 0.014 \text{ (rounded).}$$

By these figures, the adjustment for the month beginning January 1, 2027, would add \$.014 per million Btu to a base price of \$2.3772 per million Btu.

II. Percentage changes shall be calculated to the nearest one-tenth percent (.1%). Price adjustments shall be calculated to the nearest tenth of a cent per million Btu. The 35% fuel adjustment calculations shall be based on the Base Price per million Btu of this Contract of the applicable time period as defined as Year 3, 4, and 5. All indices as noted above shall be the first preliminary figure.

4. All other provisions of the Contract not specifically affected by this Amendment shall remain in full force and effect.

IN TESTIMONY WHEREOF, WITNESS the signatures of the undersigned duly authorized representatives, on the date first above written, in multiple originals, for and on behalf of said parties.

**ATTEST:**

**SELLER:** CCU Coal and Construction, LLC

Ed Spiker  
Witness

**BY:** Chris [Signature]  
President

**ATTEST:**

**BUYER:** East Kentucky Power Cooperative, Inc.

Kathy McIntosh  
Recording Secretary

**BY:** Don Mosier  
President & Chief Executive Officer