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AMENDMENT NO. 3 TO COAL SUPPLY AGREEMENT

THIS AMENDMENT NO. 3 TO COAL SUPPLY AGREEMENT ("Amendment No. 3") is entered into, effective as of December 1, 2025, by and between LOUISVILLE GAS AND ELECTRIC COMPANY ("LG&E") and KENTUCKY UTILITIES COMPANY ("KU"), each a Kentucky corporation, with an address at 2701 Eastpoint Parkway, Louisville, Kentucky 40223 (LG&E and KU are each individually sometimes herein called a "Buyer"), and FORESIGHT COAL SALES LLC, a Delaware limited liability company, with an address at 211 North Broadway, Suite 2600, St. Louis, MO 63102 (herein called the "Seller")

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 April 7, 2021, identified by Contract Number J21011, as amended by that certain Amendment No. 1 to Coal Supply Agreement, dated May 1, 2023 ("Amendment No. 1"), Letter Agreement to Coal Supply Agreement, dated March 19, 2024 ("2024 Letter Agreement"), and Amendment No. 2 to Coal Supply Agreement, dated October 4, 2024 ("Amendment No. 2"), is hereby amended by this Amendment No. 3 as set forth below (the April 7, 2021 Coal Supply Agreement, as amended by Amendments No. 1 and No. 2 and the 2022 and 2024 Letter Agreements, and as amended by this Amendment No. 3 are hereafter collectively referred to as the "Agreement").

The parties hereby make reference to (i) certain Force Majeure correspondence between the parties and other delivery shortfalls due to longwall mining cycles from annual Base Quantity or quarterly nominated amounts, (ii) that Seller has shipped an aggregate, cumulative total of 4,783,793 tons through August 31, 2025 and (iii) that prior, current or future shortfall tons would, at the election of Buyer, in its discretion, be subject to make-up rights in relevant future periods.

In light of the above, the parties desire to amend the Agreement to (i) to extend the term through 2028, (ii) assign certain of the accruing shortfall tons and add tons as new Base Quantities for 2026, 2027, and 2028 calendar years and make related changes to the Base Quantities for calendar year 2025, (iii) adjust or provide monthly nominations and delivery schedule for 2025, 2026, 2027, and 2028 and (iv) other matters, all as set forth herein.

B. TERM

B.1 **Article 2 Term.** is deleted in its entirety and replaced with the following provision:

"The term of this Agreement shall commence as of the date hereof and shall continue through December 31, 2028, unless sooner terminated pursuant to any of the terms set forth herein. The term may be extended as provided herein."

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C. QUANTITY

C.1 §3.1 Base Quantity. The reference to "seven million (7,000,000) tons" in the first sentence is replaced with the following, "eight million five hundred thousand (8,500,000) tons".

The table in section 3.1 is amended in part, so as to (a) delete and replace the rows for calendar years 2025 and 2026, with the following tabular information in addition to adding rows for 2027 and 2028:

"YEAR	BASE QUANTITY (TONS)
2025	1,592,722
2026	1,132,130
2027	1,000,000
2028	1,000,000

D. QUALITY

D.1 §6.1 Specifications. In section 6.1 the specification, GMWA, and Rejection Limit information related to Deer Run Mine added by Amendment No. 2 is deleted in its entirety and replaced with the following sentence:

"The standard GMWA and Rejection Limits set forth in the base contract shall apply for all shipments sourced from the Deer Run Mine."

E. PRICE

E.1 §8.1(a) Base Price. Section 8.1(a) is deleted in its entirety and replaced with the following provision:

"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 loaded, as defined in Article 3, in accordance with the following schedule:

VOLUME RANGE (CUMULATIVE)	BASE PRICE ($ PER TON) FOB Barge (Sitran Dock)
0 – 500,000 tons	$32.196
500,001 – 1,000,000 tons	$33.196
1,000,001 – 3,000,000 tons	$34.196
3,000,001 – 5,000,000 tons	$35.196
5,000,001 – 5,500,000 tons	$35.696
5,500,001 – 6,500,000 tons	$42.848
6,500,001 – 7,500,000 tons	$43.348
7,500,001 – 8,500,000 tons	$43.848"

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E.2 **§8.4 Price Adjustments for Changes in Government Imposition.** The Parties acknowledge and agree that the pricing set forth in the amended Section 8.1(a) above includes all relevant Government Imposition effects as of September 17, 2025. The Parties therefore agree as follows:

(i) In Section 8.4, all references to "September 23, 2020" and "October 4, 2024" are deleted in their entirety and replaced with "September 17, 2025".

(ii) The Letter re. Government Imposition Matter, dated September 19, 2022 ("2022 Letter Agreement"), is hereby withdrawn and of no further effect.

(iii) In section 8.4 the Government Imposition paragraph related to Marshall County and Deer Run Mines added by Amendment No. 2 is deleted in its entirety and of no further effect.

F. 2025-2028 INFORMATION

F.1 **Nomination and Delivery Schedule.** Pursuant to Section 3.3's delivery and scheduling provisions, the parties hereby update and agree to the following current year historical loadings and adjusted upcoming nominations and delivery schedule:

2025

				Actual Loaded Tons						Nominated/Scheduled Tons		
January	February	March	April	May	June	July	August	September	October	November	December	2025 Total Tons
140,494	210,932	188,244	97,677	91,291	114,442	55,281	110,285	174,058	90,019	170,000	150,000	1,592,722

2026

Nominated/Scheduled Tons												
January	February	March	April	May	June	July	August	September	October	November	December	2026 Total Tons
150,533	148,263	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	1,132,130

2027

Nominated/Scheduled Tons												
January	February	March	April	May	June	July	August	September	October	November	December	2027 Total Tons
83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	1,000,000

2028

Nominated/Scheduled Tons												
January	February	March	April	May	June	July	August	September	October	November	December	2028 Total Tons

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83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	83,333	1,000,000

G. OTHER MATTERS

For avoidance of doubt, the parties confirm:

- the maximum, total cumulative tonnage under the Agreement, whether previously delivered or yet to occur, shall not exceed 8,500,000 aggregate tons, subject to the terms and conditions of the Agreement,

- the parties reserve their respective Force Majeure, Make-Up Tons and other rights and obligations under the Agreement, with respect to deliveries, shortfalls and other developments occurring after the date hereof, including under the new Base Quantity and nominations, provided however that a party electing to receive Make-Up Tons shall be permitted to receive and schedule such make-up tons during (i) any remaining calendar year rather than just the succeeding calendar year and (ii) calendar year 2029 with respect to make-up tons accruing during calendar year 2028.

[SIGNATURE PAGE FOLLOWS]

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H. STATUS OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3, intending it to be binding as of the date(s) indicated below and to be performed as set out herein.

SELLER:

FORESIGHT COAL SALES LLC

By: _____

Name: Robert D. Moore

Title: President and Chief Executive Officer

Date: 12/1/25

BUYER:

LOUISVILLE GAS AND ELECTRIC COMPANY

By: Signed by: Charles R. Schram 87EF38FE5EB2407...

Name: Charles R. Schram Initial CA

Title: V.P. – Energy Supply & Analysis Initial JPF

Date: 12/3/2025 | 2:59 PM EST

BUYER:

KENTUCKY UTILITIES COMPANY

By: Signed by: Charles R. Schram 87EF38FE5EB2407...

Name: Charles R. Schram

Title: V.P. – Energy Supply & Analysis

Date: 12/3/2025 | 2:59 PM EST