

Amendment 1

This Contract Amendment (this "Amendment") is made and entered into as of April 22, 2021 by and between NORFOLK SOUTHERN RAILWAY COMPANY and its subsidiary railroads ("NS"), INDIANA SOUTHERN RAILROAD, LLC ("ISRR"), THE INDIANA RAILROAD COMPANY ("INRD"), PADUCAH AND LOUISVILLE RAILROAD, (NS, ISRR, INRD and PAL are sometimes referred to herein collectively as "Railroads"), and KENTUCKY UTILITIES COMPANY ("Receiver").

WHEREAS, Railroads and Receiver are parties to that certain transportation contract designated C-9761, dated as of May 7, 2019; and

WHEREAS, the parties desire to amend the Contract pursuant to 49 U.S.C. Section 10709.

NOW, THEREFORE, it is agreed as follows:

1. Article 3, **Duration**, is hereby deleted in its entirety and replaced with the following:

“3. **Duration**. **Duration**. The term of this Contract shall commence on the Effective Date and shall continue through May 6, 2022. provided that the Term of the Contract shall automatically extend to such date in calendar year 2022 as necessary to allow Railroads to transport the Permitted Demand subject to Receiver request, as described in Article 27. Payments due under this Contract at the time of termination shall remain due and payable.”

2. Article 12, **Transportation Rates**, is hereby deleted in its entirety and replaced with the following for Contract shipments loaded on or after the Amendment Effective Date:

“12. **Transportation Rates**. The transportation rates effective May 7, 2021, for each net ton (2,000 pounds) of Commodity transported under this Contract shall be based on Origin as set forth in the Rate Exhibits to the Appendices.

Receiver shall pay NS such amounts for transportation rate charges, and NS shall be responsible for any further allocation or payment, in whole or in part, thereof to other applicable Railroads. NS shall serve as payment agent for such applicable Railroads, and payment by Receiver of applicable amounts to NS shall constitute constructive and actual satisfaction of Receiver's payment to other applicable Railroads.

3. Article 13, **Adjustment**, is deleted in its entirety for shipments loading on or after the Amendment Effective Date.

4. Article 27, **Permitted Demand**, is deleted and replaced with the following for shipments loading on or after the Amendment Effective Date:

“27. **Permitted Demand**. Railroads agree to transport, pursuant to the Contract, at the applicable Transportation Rates as set forth in the Rate Exhibits to the Appendices hereto, up to 110% of the net tons of Commodity burned to generate electricity at Destination in the Term ("Destination Burn"), provided that such net tons are permitted in accordance with Article 17, Permitting ("Permitted Demand"). As noted above in Article 3, Duration, the Term of the Contract shall automatically extend to such date in

calendar year 2022 as necessary to allow Railroads to transport the Permitted Demand subject to Receiver request ("Extended Term"). With respect to the preceding sentence, the date on which shipments are delivered to Destination shall govern for purposes of determining the termination date of the Extended Term.

As an example which shall be for illustrative purposes only, if the Destination Burn is 1 million net tons, Railroads shall transport, pursuant to the Contract, at the applicable Transportation Rates as set forth in the Rate Exhibits to the Appendices hereto, up to 1.1 million net tons of Commodity, provided that such 1.1 million net tons are permitted hereunder; and, if Railroads only transport 950,000 of such net tons in the Term, then the Term of the Contract shall automatically extend to such date in calendar year 2022 as necessary to allow Railroads to transport the remaining 150,000 of such net tons; and, if all such 1.1 million net tons are delivered to Destination on or before June 6, 2022, then, the Extended Term shall terminate on June 6, 2022.

The determination of the Destination Burn shall be made from Receiver's certified burn statement, subject to NS's audit rights to verify the accuracy thereof, as described in Article 26 of the Contract. Receiver's certified burn statement shall be sent to NS by May 31, 2022 via e-mail to the NS recipients designated in Article 6, Notice.”

5. This Amendment shall take effect on May 7, 2021 (“Amendment Effective Date”).
6. Except as herein amended the Contract shall remain in full force and effect.

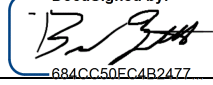
IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives as of the day and year first above written.

C-9761

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JF

DS
ET

NORFOLK SOUTHERN RAILWAY COMPANY

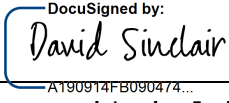
By  DocuSigned by:
684CC50EC4B2477

Name Brad Yeatts

Title Director Coal Marketing

Date 5/24/2021

KENTUCKY UTILITIES COMPANY

By  DocuSigned by:
A190914FB090474...

Name David Sinclair

Title VP Energy Supply and Analysis

Date 5/6/2021

INDIANA SOUTHERN RAILROAD

By

Name

Title

Date

THE INDIANA RAILROAD COMPANY

By

Name

Title

Date

PADUCAH AND LOUISVILLE RAILROAD

By

Name

Title

Date

CONFIDENTIAL
(NS and Receiver)

APPENDIX A

To Master Transportation Contract NS-C-9761

This Appendix A is confidential between NS and Receiver only and governs shipments made under the Contract via NS direct service on or after May 7, 2021. This Appendix A supplements the Contract and is intended to be read and applied together with the Contract. All capitalized terms used and not otherwise defined in this Appendix A have the meanings ascribed to such terms in the Contract.

1. **Transportation Rate.** The transportation rate for each net ton (2,000 pounds) of Commodity transported under this Appendix A shall be based upon Origin, all as more particularly set forth in Rate Exhibit #1 which is attached hereto and made a part hereof, in the Contract (the "Transportation Rates").

2. **Capacity Charges.** Except as provided below, Receiver shall pay NS the amount of \$466,667 each month during the Term ("Monthly Charge"), for a sum payment of Monthly Charges to NS during the Term of \$5,600,000. In the event a valid Force Majeure has been declared, as described in Article 18 of the Contract, that prevents Receiver from operating the E.W. Brown Generating Station or prevents Railroads from performing their obligations, in each case for more than seven (7) consecutive calendar days, then the Monthly Charge for the applicable month(s) shall be reduced by an amount equal to the number of days of the Force Majeure divided by the number of days in the applicable month(s) times the Monthly Charge. Receiver shall pay the Monthly Charge under normal credit terms upon receipt of a bill, which properly reflects as a credit any accumulated reductions at the time of invoicing, therefor from NS.


For avoidance of doubt, Monthly Charges shall not be owed by Receiver in respect to any Extended Term.

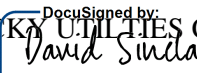
3. **Loading at Rapid Trainload Loadouts.**
 - a. Pursuant to Article 10, Incorporation, and without limiting the generality thereof, any applicable detention charges for shipments shall be in accordance with NS Tariff 9219-Series.
 - b. Loading Free Time shall start at the earlier of the (a) the earlier of the actual or constructive placement of the first rail car on the loading track at Origin or (b) the time the shipment is tendered for loading as documented in the Unit Train System.
 - c. Upon written request from Receiver, NS shall, at its convenience and subject to applicable tariffs, provide the service of moving Private Cars over consignor's tracks for loading at

Origin.

- d. Pursuant to Article 10, Incorporation, and without limiting the generality thereof, Receiver will exert commercially reasonable efforts to prevent the occurrence of frozen lading by arranging for suppliers to apply a freeze conditioning agent to Commodity as warranted by weather at Origin and/or Destination.

IN WITNESS WHEREOF, the parties have executed this Appendix A by their duly authorized representatives as of the day and year first above written.

DocuSigned by:
 NORFOLK SOUTHERN RAILWAY COMPANY
 By 
 684CC50EC4B2477
 Name Brad Yeatts
 Title Director Coal Marketing
 Date 5/24/2021

DocuSigned by:
 KENTUCKY UTILITIES COMPANY
 By 
 A190914FB090474...
 Name David Sinclair
 Title VP Energy Supply and Analysis
 Date 5/6/2021

DS
JF

DS
ET

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C-9761

CONFIDENTIAL
(NS and Receiver)

RATE EXHIBIT #1 TO APPENDIX A

To Master Transportation Contract NS-C-9761

For shipments made on or after May 7, 2021

BASE RATE FOR PRIVATE CARS

ORIGIN	RATE PER NET TON	ROUTE
Sunrise Loop (Sunrise Loop, IN)	\$6.51	NS Direct
Charger (Algers, IN)	\$6.51	NS Direct
Liberty (Squaw Creek, IN)	\$6.51	NS Direct
Gibson County (Princeton, IN)	\$6.51	NS Direct
Francisco (Francisco, IN)	\$6.51	NS Direct

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WHEREAS, Railroads and Receiver are parties to that certain transportation contract designated C-9761, dated as of May 7, 2019; and

WHEREAS, the parties desire to amend the Contract pursuant to 49 U.S.C. Section 10709.

NOW, THEREFORE, it is agreed as follows:

1. Article 3, **Duration**, is hereby deleted in its entirety and replaced with the following:

“3. **Duration**. **Duration**. The term of this Contract shall commence on the Effective Date and shall continue through May 6, 2022. provided that the Term of the Contract shall automatically extend to such date in calendar year 2022 as necessary to allow Railroads to transport the Permitted Demand subject to Receiver request, as described in Article 27. Payments due under this Contract at the time of termination shall remain due and payable.”

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“12. **Transportation Rates**. The transportation rates effective May 7, 2021, for each net ton (2,000 pounds) of Commodity transported under this Contract shall be based on Origin as set forth in the Rate Exhibits to the Appendices.

Receiver shall pay NS such amounts for transportation rate charges, and NS shall be responsible for any further allocation or payment, in whole or in part, thereof to other applicable Railroads. NS shall serve as payment agent for such applicable Railroads, and payment by Receiver of applicable amounts to NS shall constitute constructive and actual satisfaction of Receiver's payment to other applicable Railroads.

3. Article 13, **Adjustment**, is deleted in its entirety for shipments loading on or after the Amendment Effective Date.

4. Article 27, **Permitted Demand**, is deleted and replaced with the following for shipments loading on or after the Amendment Effective Date:

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calendar year 2022 as necessary to allow Railroads to transport the Permitted Demand subject to Receiver request ("Extended Term"). With respect to the preceding sentence, the date on which shipments are delivered to Destination shall govern for purposes of determining the termination date of the Extended Term.

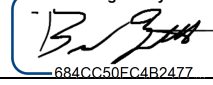
As an example which shall be for illustrative purposes only, if the Destination Burn is 1 million net tons, Railroads shall transport, pursuant to the Contract, at the applicable Transportation Rates as set forth in the Rate Exhibits to the Appendices hereto, up to 1.1 million net tons of Commodity, provided that such 1.1 million net tons are permitted hereunder; and, if Railroads only transport 950,000 of such net tons in the Term, then the Term of the Contract shall automatically extend to such date in calendar year 2022 as necessary to allow Railroads to transport the remaining 150,000 of such net tons; and, if all such 1.1 million net tons are delivered to Destination on or before June 6, 2022, then, the Extended Term shall terminate on June 6, 2022.

The determination of the Destination Burn shall be made from Receiver's certified burn statement, subject to NS's audit rights to verify the accuracy thereof, as described in Article 26 of the Contract. Receiver's certified burn statement shall be sent to NS by May 31, 2022 via e-mail to the NS recipients designated in Article 6, Notice.”

5. This Amendment shall take effect on May 7, 2021 (“Amendment Effective Date”).
6. Except as herein amended the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives as of the day and year first above written.

NORFOLK SOUTHERN RAILWAY COMPANY

By  DocuSigned by:
684CC50FC4B2477

Name Brad Yeatts

Title Director Coal Marketing

Date 5/26/2021

INDIANA SOUTHERN RAILROAD

By  DocuSigned by:
7D917FBB521F419...

Name Len wagner

Title Senior Vice President

Date 5/25/2021

THE INDIANA RAILROAD COMPANY

By

Name

Title

Date

PADUCAH AND LOUISVILLE RAILROAD

By

Name

Title

Date

KENTUCKY UTILITIES COMPANY

By  DocuSigned by:
A190914FB090474...  

Name David Sinclair

Title VP Energy Supply and Analysis

Date 5/11/2021

C-9761

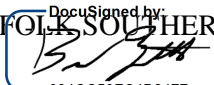
CONFIDENTIAL
(NS, ISSR, and Receiver)

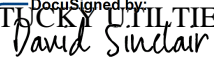
APPENDIX B

To Master Transportation Contract NS-C-9761

This Appendix B is confidential between NS, ISSR and Receiver only and governs shipments made under the Contract via joint-line service including both NS and ISSR on or after May 7, 2021. This Appendix B supplements the Contract and is intended to be read and applied together with the Contract. All capitalized terms used and not otherwise defined in this Appendix B have the meanings ascribed to such terms in the Contract.

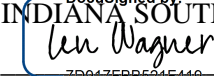
1. **Transportation Rate.** The base transportation rate for each net ton (2,000 pounds) of Commodity transported under this Appendix B shall be based upon Origin, all as more particularly set forth in Rate Exhibit #1 which is attached hereto and made a part hereof, in the Contract (the "Transportation Rates").
2. **Loading.** The following applies to Commodity loaded at ISSR origins. Pursuant to Article 10, Incorporation, in the Contract and without limiting the generality thereof, any applicable detention charges for shipments shall be in accordance with ISSR General Tariff 1000 and 6006-Series.

DocuSigned by:
 NORFOLK SOUTHERN RAILWAY COMPANY
 By 
 684CC50FC4B2477...
 Name Brad Yeatts
 Title Director Coal Marketing
 Date 5/26/2021

DocuSigned by:
 KENTUCKY UTILITIES COMPANY
 By 
 A190914FB090474...
 Name David Sinclair
 Title VP Energy Supply and Analysis
 Date 5/11/2021

DS
 ET

DS
 JF

DocuSigned by:
 THE INDIANA SOUTHERN RAILWAY COMPANY
 By 
 7D917FBB521F419...
 Name Len Wagner
 Title Senior Vice President
 Date 5/25/2021

CONFIDENTIAL
(NS, ISRR and Receiver)

RATE EXHIBIT #1 TO

APPENDIX B

To Master Transportation Contract NS-C-9761

For shipments made on or after May 7, 2021

BASE RATE FOR PRIVATE CARS

ORIGIN	RATE PERNET TON	ROUTE
Somerville (Somerville, IN)	\$7.66	ISRR - Oakland City, IN - NS
Wild Boar (Lynnville Mine, IN)	\$7.66	ISRR - Oakland City, IN - NS

Amendment 1

This Contract Amendment (this "Amendment") is made and entered into as of April 22, 2021 by and between NORFOLK SOUTHERN RAILWAY COMPANY and its subsidiary railroads ("NS"), INDIANA SOUTHERN RAILROAD, LLC ("ISRR"), THE INDIANA RAILROAD COMPANY ("INRD"), PADUCAH AND LOUISVILLE RAILROAD, (NS, ISRR, INRD and PAL are sometimes referred to herein collectively as "Railroads"), and KENTUCKY UTILITIES COMPANY ("Receiver").

WHEREAS, Railroads and Receiver are parties to that certain transportation contract designated C-9761, dated as of May 7, 2019; and

WHEREAS, the parties desire to amend the Contract pursuant to 49 U.S.C. Section 10709.

NOW, THEREFORE, it is agreed as follows:

1. Article 3, **Duration**, is hereby deleted in its entirety and replaced with the following:

"3. **Duration**. **Duration**. The term of this Contract shall commence on the Effective Date and shall continue through May 6, 2022. provided that the Term of the Contract shall automatically extend to such date in calendar year 2022 as necessary to allow Railroads to transport the Permitted Demand subject to Receiver request, as described in Article 27. Payments due under this Contract at the time of termination shall remain due and payable."

2. Article 12, **Transportation Rates**, is hereby deleted in its entirety and replaced with the following for Contract shipments loaded on or after the Amendment Effective Date:

"12. **Transportation Rates**. The transportation rates effective May 7, 2021, for each net ton (2,000 pounds) of Commodity transported under this Contract shall be based on Origin as set forth in the Rate Exhibits to the Appendices.

Receiver shall pay NS such amounts for transportation rate charges, and NS shall be responsible for any further allocation or payment, in whole or in part, thereof to other applicable Railroads. NS shall serve as payment agent for such applicable Railroads, and payment by Receiver of applicable amounts to NS shall constitute constructive and actual satisfaction of Receiver's payment to other applicable Railroads.

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4. Article 27, **Permitted Demand**, is deleted and replaced with the following for shipments loading on or after the Amendment Effective Date:

"27. **Permitted Demand**. Railroads agree to transport, pursuant to the Contract, at the applicable Transportation Rates as set forth in the Rate Exhibits to the Appendices hereto, up to 110% of the net tons of Commodity burned to generate electricity at Destination in the Term ("Destination Burn"), provided that such net tons are permitted in accordance with Article 17, Permitting ("Permitted Demand"). As noted above in Article 3, Duration, the Term of the Contract shall automatically extend to such date in

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C-9761

calendar year 2022 as necessary to allow Railroads to transport the Permitted Demand subject to Receiver request ("Extended Term"). With respect to the preceding sentence, the date on which shipments are delivered to Destination shall govern for purposes of determining the termination date of the Extended Term.

As an example which shall be for illustrative purposes only, if the Destination Burn is 1 million net tons, Railroads shall transport, pursuant to the Contract, at the applicable Transportation Rates as set forth in the Rate Exhibits to the Appendices hereto, up to 1.1 million net tons of Commodity, provided that such 1.1 million net tons are permitted hereunder; and, if Railroads only transport 950,000 of such net tons in the Term, then the Term of the Contract shall automatically extend to such date in calendar year 2022 as necessary to allow Railroads to transport the remaining 150,000 of such net tons; and, if all such 1.1 million net tons are delivered to Destination on or before June 6, 2022, then, the Extended Term shall terminate on June 6, 2022.

The determination of the Destination Burn shall be made from Receiver's certified burn statement, subject to NS's audit rights to verify the accuracy thereof, as described in Article 26 of the Contract. Receiver's certified burn statement shall be sent to NS by May 31, 2022 via e-mail to the NS recipients designated in Article 6, Notice."

5. This Amendment shall take effect on May 7, 2021 ("Amendment Effective Date").
6. Except as herein amended the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives as of the day and year first above written.

C-9761

NORFOLK SOUTHERN RAILWAY COMPANY

By

Brad Yeatts
684CC50FC4B2477...

Name Brad Yeatts

Title Director Coal Marketing

Date 6/14/2021

INDIANA SOUTHERN RAILROAD

By

Leonard Wagner
LEONARD WAGNER - President - 5/26/2021 4:35:23 PM

Name Len Wagner

Title Senior Vice President

Date

THE INDIANA RAILROAD COMPANY

By

Larry Kaelin

Name Larry Kaelin

Title Vice President Coal and Energy Marketing

Date 6/8/21

PADUCAH AND LOUISVILLE RAILROAD

By

Name

Title

Date

KENTUCKY UTILITIES COMPANY

By

David Sinclair
A190914FB090474...

DS
ET

DS
JF

Name David Sinclair

Title VP Energy Supply and Analysis

Date 5/11/2021

CONFIDENTIAL
(NS, ISRR, INRD, and Receiver)

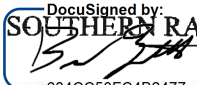
APPENDIX C


To Master Transportation Contract NS-C-9761

This Appendix C is confidential between NS, ISRR, INRD and Receiver only and governs shipments made under the Contract via joint-line service including all of NS, ISRR and INRD made on or after May 7, 2021. This Appendix C supplements the Contract and is intended to be read and applied together with the Contract. All capitalized terms used and not otherwise defined in this Appendix C have the meanings ascribed to such terms in the Contract.


1. **Transportation Rate.** The base transportation rate for each net ton (2,000 pounds) of Commodity transported under this Appendix C shall be based upon Origin, all as more particularly set forth in Rate Exhibit #1 which is attached hereto and made a part hereof, in the Contract (the "Transportation Rates").


IN WITNESS WHEREOF, the parties have executed this Appendix C by their duly authorized representatives as of the day and year first above written.

DocuSigned by:
NORFOLK SOUTHERN RAILWAY COMPANY
 By 
684CC50FC4B2477...
 Name Brad Yeatts
 Title Director Coal Marketing
 Date 6/11/2021

DocuSigned by:
KENTUCKY UTILITIES COMPANY
 By 
A190914FB090474
 Name David Sinclair
 Title VP Energy Supply and Analysis
 Date 5/11/2021

^{DS}
 JF ^{DS}
 ET

THE INDIANA SOUTHERN RAILWAY COMPANY
 By  LEONARD WAGNER - President - 5/26/2021 4:36:05 PM
 Name Len Wagner
 Title Senior Vice President
 Date _____

THE INDIANA RAILROAD COMPANY
 By 
 Name Larry Kaelin
 Title Vice President Coal and Energy Marketing
 Date 6/8/21

C-9761

CONFIDENTIAL
(NS, ISSR, INRD and Receiver)

RATE EXHIBIT #1 TO APPENDIX

C

To Master Transportation Contract NS-C-9761

For shipments made on or after May 7, 2021

BASE RATE FOR PRIVATE CARS

ORIGIN	RATE PERNET TON	ROUTE
Sunrise (Oaktown, IN)	\$10.60	INRD - Bee Hunter, IN - ISRR - Oakland City, IN - NS
Bear Run (Bear Run, IN)	\$9.97	INRD - Bee Hunter, IN - ISRR - Oakland City, IN - NS

Amendment 1

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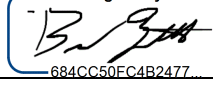
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NORFOLK SOUTHERN RAILWAY COMPANY

By  DocuSigned by:
684CC50FC4B2477...

Name Brad Yeatts

Title Director Coal Marketing

Date 5/24/2021

INDIANA SOUTHERN RAILROAD

By

Name

Title

Date

THE INDIANA RAILROAD COMPANY

By

Name

Title

Date

PADUCAH AND LOUISVILLE RAILROAD

By  DocuSigned by:
920B013609C9492...

Name Kevin McEwan

Title Vice President Marketing and Sales

Date 5/11/2021

KENTUCKY UTILITIES COMPANY

By  DocuSigned by:
A190914FB090474...  

Name David Sinclair

Title VP Energy Supply and Analysis

Date 5/11/2021

CONFIDENTIAL
(NS, PAL and Receiver)

APPENDIX D

To Master Transportation Contract NS-C-9761


This Appendix D is confidential between NS, PAL and Receiver only and governs shipments made under the Contract via joint-line service including all of NS and PAL made on or after May 7, 2021. This Appendix D supplements the Contract and is intended to be read and applied together with the Contract. All capitalized terms used and not otherwise defined in this Appendix D have the meanings ascribed to such terms in the Contract.

1. **Transportation Rate.** The base transportation rate for each net ton (2,000 pounds) of Commodity transported under this Appendix C shall be based upon Origin, all as more particularly set forth in Rate Exhibit #1 which is attached hereto and made a part hereof, in the Contract (the "Transportation Rates").

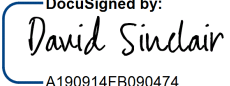
IN WITNESS WHEREOF, the parties have executed this Appendix C by their duly authorized representatives as of the day and year first above written.

C-9761

NORFOLK SOUTHERN RAILWAY COMPANY

DocuSigned by:

 By _____
684CC50FC4B2477
 Name Brad Yeatts
 Title Director Coal Marketing
 Date 5/24/2021

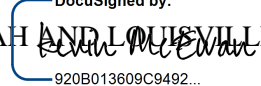
KENTUCKY UTILITIES COMPANY

DocuSigned by:

 By _____
A190914FB090474...
 Name David Sinclair
 Title VP Energy Supply and Analysis
 Date 5/11/2021

DS
JF

DS
ET

PADUCAH AND LOUISVILLE RAILROAD

DocuSigned by:

 By _____
920B013609C9492...
 Name Kevin McEwan
 Title Vice President Marketing and Sales
 Date 5/11/2021

CONFIDENTIAL

(NS, PAL and

Receiver) RATE

EXHIBIT #1 TO

APPENDIX D

To Master Transportation Contract NS-C-9761

For shipments made on or after May 7, 2021

BASE RATE FOR PRIVATE CARS

ORIGIN	RATE PERNET TON	ROUTE
McHenry, KY	\$6.89	NS – Louisville - PAL
Warrior, KY	\$6.89	NS – Louisville - PAL