

## RENEWAL PROPOSAL / RENEWAL RIDER

### Renewal of Rider Four (4)

**Proposal Conditions and Qualifications:** This Renewal Proposal, reflected in the Rider below, together with any and all exhibits attached hereto, constitutes Lessor's entire proposal to Lessee for the renewal of Rider 4 (the "Rider"). This Renewal Proposal supersedes all prior proposals and offers either written or oral relating to the Car(s) covered hereunder. The renewal offer contained herein and set forth in the Rider which follows is subject to the terms and conditions of the Railroad Car Net Lease Agreement between Lessor and Lessee dated August 13, 2007 (the "Agreement").

**EXPIRATION** – (a) The renewal offer contained herein and set forth in the Rider is valid until January 13, 2026 (the "Expiration Date"). In the absence of Lessee's execution and return of the Rider to Lessor's possession on or before such Expiration Date, this renewal offer will become null and void.

(b) In the event Lessee executes the Rider subsequent to the Expiration Date, Lessor shall, in Lessor's sole discretion, have the right but not the obligation, to restore the renewal offer and effect the renewal of the Rider on the offered terms.

The Rider shall only be considered renewed after execution by both Parties.

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**RIDER 4** Upon execution, this Rider replaces Rider 4 dated January 01, 2021 as of January 01, 2026 (the "Commencement Date").

**Lessor:** **TRINITY INDUSTRIES LEASING COMPANY**

**Lessee:** **LOUISVILLE GAS AND ELECTRIC COMPANY**

**Applicable Master Lease:** Railroad Car Net Lease Agreement dated August 13, 2007

**Equipment:** 4,207 cubic foot RDVI® aluminum hopper cars

**Permitted Commodity:** Coal

**Quantity:** One Hundred Ninety (190)

**Marks & Numbers:** BUKX 420135, 420141, 420148, 420168, 420172, 420184, **KUCX** 421168, 421202, 421224, 421225, 421232, 421237, 421264, 421272, 421282, 421283, 421291, 421293, 421294, 421301, 421304, 421306, 421309, 421311, 421316, 421322, 421323, 421324, 421328, 421329, 421330, 421334, 421337, 421339, 421340, 421343, 421346, 421347, 421348, 421349, 421351, 421352, 421353, 421355, 421357, 421358, 421359, 421361, 421368, 421373, 421374, 421375, 421377, 421380, 421383, 421387, 421389, 421390, 421391, 421392, 421394, 421396, 421399, 421400, 421401, 421404, **TILX** 420581, 420582, 420593, 420668, 420673, 420807, 420808, 420809, 420810, 420811, 420812, 420813, 420814, 420815, 420816, 420817, 420819, 420820, 420821, 420822, 420823, 420824, 420825, 420826, 420827, 420828, 420829, 420830, 420831, 420833, 420834, 420835, 420836, 420837, 420838, 420839, 420840, 420841, 420842, 420843, 420844, 420845, 420846, 420848, 420849, 420850, 420851, 420852, 420853, 420855, 420856,

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**LEASE TYPE, BASE MONTHLY RENT AND TERM:**

**Net Lease**, sixty (60) month Term, ending December 31, 2030

\$162	Months 01-12 (Year 1)
\$173	Months 13-24 (Year 2)
\$205	Months 25-60 (Years 3 – 5)
\$190	Average

Following the Term recited above, the cars shall continue under lease thereafter for successive one (1) month terms, at the same rate and under the same conditions, unless (i) notice, in writing, requesting cancellation shall be given by either party to the other, or (ii) Lessor shall have submitted a written proposal to Lessee to renew and extend this Rider, in either case such cancellation notice or renewal proposal shall be provided at least thirty (30) days prior to expiration of the initial term or any successive term for cars covered by this Rider. Thereafter, this Rider shall terminate automatically upon the date of release of the last car covered by this Rider.

**Payment of Rentals** – Solely for the purpose of this Rider, the rental payments set forth in Article 6 of the Agreement is hereby deleted and replaced with the following:

“Lessee agrees to pay to Lessor for the use of each car the monthly rent set forth in the Rider applicable to such car from the date such car is delivered to Lessee, in accordance with Article 3, until such car is returned to Lessor, as hereinafter provided in Article 15. Rent shall be payable in U.S. Dollars and in advance on or before the first day of each calendar month (provided, however, that the rent for each car for the month in which it is delivered shall be prorated for the number of days, including the day of delivery, remaining in such month at a daily rate based upon a 365 day year and shall be payable on or before the first day of the next succeeding month together with the rent for such month). Rent shall be paid to Lessor, in immediately available funds, by electronic funds transfer to **Trinity Leasing Customer Payment Account, Wilmington Trust Company, ABA # 031-100-092, Account # 2860-4998**, or at such other account as Lessor may specify by written notice to Lessee.

This Lease is a net lease. Lessee’s obligation to pay Lessor all rentals and other amounts hereunder, unless such obligation shall be terminated

pursuant to the express provisions of this Lease, shall be absolute and unconditional; and, except as otherwise set forth in this Agreement Lessee shall not be entitled to any abatement or reduction of, or set off against, such rentals or other amounts irrespective of any claim, counterclaim, recoupment, defense or other right which Lessee may have, directly or indirectly, against the Lessor, the manufacturer of the cars or any other person or entity.

**Late Rent** -- If Lessee has not paid rent or other amounts payable hereunder for a period of longer than twenty (20) days from the due date, Lessee shall pay Lessor, as additional rent, interest on such unpaid sum from its due date to the date of payment by Lessee at the rate per annum equal to two percentage points (2%) above the prime rate of JPMorgan Chase Bank (or its successor) or, if lower, the maximum rate permitted by applicable law. Any costs incurred by Lessor in collecting rent or any other sum of money due under this Agreement wrongfully withheld by Lessee, including, but not limited to, reasonable attorneys' fees, will be paid by Lessee.

**Holdover Rent** -- Until all cars are returned to Lessor in the condition required hereunder after an expiration or termination of the related Lease, Lessee shall continue to pay rent for such cars that are not properly returned, pursuant to Article 15 of this Agreement, and shall comply with all other payment and other obligations under this Agreement as though such expiration or other termination had not occurred. If sixty (60) days after the expiration or other termination of the related Lease Lessee has not so properly returned any car, Lessor may charge, and Lessee shall pay Lessor upon demand, rent on each such car equal to one hundred fifty percent (150%) of the rent for such car in effect immediately prior to such expiration or termination of the Lease for such car. Nothing in this Article 6 shall give Lessee the right to retain possession of any car after the expiration or other termination of the Lease with respect to such car.

Any amounts paid by Lessor that are the responsibility of Lessee under this Agreement (i) will be immediately due and payable by Lessee upon Lessor's demand, whether the amount is paid or the demand is made during the Term or thereafter, and (ii) any applicable statutes of limitations relevant thereto are tolled and shall not begin running for any purpose until Lessor demands payment from Lessee. ”

#### **OTHER RENEWAL TERMS:**

**Delivery and Condition** – Notwithstanding Articles 3 and 4 of the Agreement, it is hereby acknowledged that the cars have previously been delivered to, and accepted by Lessee, and are in Lessee's possession, or under Lessee's control, as of the Commencement Date hereof.

**Freight Costs** – In accordance with the Delivery clause stipulated in this Rider, Lessee shall be responsible for all freight (including without limitation fuel, switching fees, shipping, storage, and demurrage), shipping, storage and tariff charges actually incurred by the Lessor to operate the railcars covered by this Rider (the "Freight Costs").

Cleaning – To the extent that any cars leased under this Rider require cleaning during the Term in order to effect repair, maintenance and/or regulatory inspection, Lessee shall be responsible for the cost of such cleaning including disposal of any residual lading.

Modification to Door System / End of Lease Repairs – Prior to the date hereof Lessor consented to Lessee equipping the door system of each car with a direct air connection at Lessee's sole cost and expense. In addition to the requirements set forth in Article 15 of the Agreement, Lessee shall remove such direct air connection, correct/reinstall the door cylinder and spool valve, and clean the door system piping, filters and reservoirs at such time as Lessee returns the cars to Lessor's possession following termination of the Lease.

Lessee's Right to Transfer – Notwithstanding anything to the contrary in Article 7.C, Lessee may allow its affiliate, Kentucky Utilities Company, to possess, use and operate the cars under this Lease and any Rider. Lessee shall remain responsible for all obligations to Lessor hereunder with respect to such cars and such circumstances.

Linings and Coatings – Solely for the purpose of this Rider, Article 8.D of the Agreement shall be deleted in its entirety and replaced with the following:

“The application, maintenance and removal of interior protective linings and coatings in cars so equipped is to be at the expense of the Lessee unless otherwise specified on the related Rider. Commodity or mechanical damage to such linings or coatings shall be for the account of the Lessee and no abatement of rent shall occur during the period in which repairs are performed. Any removal of linings upon return of a car pursuant to a Lease may be done at Lessor's sole and absolute discretion.”

Interior Preparation for Commodities – Solely for the purpose of this Rider, Article 8.E of the Agreement is hereby deleted in its entirety and replaced with the following:

“Subsequent to Lessee acceptance, any cleaning or special preparation of the interior of cars, including, but not limited to, nitrogen purging to remove oxygen from the interior atmosphere to make it suitable for loading a flammable commodity, to make them suitable for the shipment of commodities by or for Lessee during the term of the related Lease shall be done at Lessee's expense unless otherwise agreed.”

Indemnifications – Solely for the purpose of this Rider, Article 9.A of the Agreement is hereby deleted and replaced with the following:

“Lessee shall defend (if such defense is tendered to Lessee), indemnify and hold Lessor and its affiliates and the directors, officers, employees, agents, members and the shareholders of each thereof (the “Indemnitees”), on an after-tax basis, harmless from and against, and does hereby release each Indemnitee from, all claims, suits, liabilities, losses, damages, costs and expenses, including attorney's fees, in any way arising out of, or resulting from, the condition, storage, use, loss of use, maintenance or operation of the cars, the inaccuracy of any representation or warranty of the Lessee, the Lessee's failure to comply with the obligations under any Lease, liability arising from any present or future applicable law, rule or regulation, including without limitation, common law and environmental law, related to the release, removal, discharge or disposition, whether intentional or unintentional of any materials, (including, without limitation, any hazardous, toxic, poisonous by inhalation or toxic by inhalation substances), from or placed in any car, or any other cause whatsoever except to the extent the same results from any Indemnitee's gross negligence or willful misconduct, or except to the extent a railroad has assumed full responsibility and satisfies such responsibility.”

Insurance – Notwithstanding anything to the contrary in Article 11 of the Agreement, Lessee shall be permitted to conduct self-insurance programs consistent with industry practices, with a self-insurance retention level not to exceed \$4,000,000.00, combined with an increased overall commercial general liability amount of \$10,000,000.00.

Separate Lease – Lessor and Lessee acknowledge and agree, and it is their intent, that the cars subject to this Rider may be owned by one or more persons or entities other than Lessor, (and that after the date hereof cars may be sold or transferred to one or more other persons or entities pursuant to Article 13 of the Agreement or otherwise), and, accordingly, Lessor and Lessee agree that this Rider shall constitute one or more separate and severable Leases, with each such Lease being comprised of the cars subject hereto that are owned by a single person or entity. Each such Lease shall incorporate the terms of the above referenced Agreement and shall be separate and severable in all respects from each other Lease made pursuant to this Rider and from any other cars or riders relating to the above referenced Agreement, and shall be separately transferable for all purposes.

Delivery at End of Term – Notwithstanding anything to the contrary in Article 15 of the Agreement or any Rider, Lessor and Lessee agree that, with respect to and for purposes of returning all cars covered by the Lease and by any Rider, whether prior to January 1, 2026 or during, at, or after the end of any term of this Lease, Lessor shall not designate a redelivery point that is in excess of 500 miles from Lessee's Mill Creek generating station located in Jefferson County, KY, and such redelivery point shall be on a CSX, NS or PAL line.

Additional Return Conditions – Solely for the purpose of this Rider, the following provisions shall be inserted before the final paragraph of Article 15 of the Agreement:

“Additional Return Conditions:

- (a) Pre-Return Visual Inspection: No more than ninety (90) days, and no fewer than thirty (30) days, prior to the expiration of the renewal term (or 30 days/10 days, respectively, in the case of returns of ten or fewer cars), Lessee may submit a written request to Lessor for a visual inspection of a sample of the cars prior to their return. Lessor shall either perform the inspection itself or coordinate, at its cost, with a third-party inspector to conduct the inspection. Lessor shall provide Lessee with a report from the inspection; such report shall be for informational purposes only and shall not be dispositive of the cars' return condition.
- (b) Joint Return Inspection: Upon the return of any cars, the parties shall jointly engage and bear the costs of, in equal shares, two third-party inspectors to conduct a joint inspection. Prior to engagement, proposed inspectors shall provide to the parties written estimates of their anticipated costs to perform inspections. In the event of a dispute regarding the selection of inspectors, Lessee may provide notice to Lessor, and hold-over rent shall be abated for thirty (30) days while the parties escalate the issue to their respective leadership teams, who shall meet in person or remotely to resolve the matter. Lessee may waive its right to a joint inspection in writing at least 3 days prior to return of any cars, in which case Lessor shall either perform the inspection itself or coordinate, at its cost, with a third-party inspector to conduct the inspection.
- (c) Dispute Resolution: If the dispute is not fully resolved through escalation, or if either party requests in writing, then both inspectors shall proceed independently, rather than jointly, and prepare repair estimates based on the return conditions specified in this Lease and the inspectors' respective reports. The parties shall calculate the difference between the estimates and determine the percentage of such difference relative to the highest estimate. The same

percentage of hold-over and late rent shall be abated until the dispute is resolved. Upon resolution of a dispute, and all Lessee return obligations are met, hold-over and late rent, both whether paid, abated or otherwise accrued, shall be pro-rated consistent with the outcome of the repair estimates resolution, and appropriate true-up payments, credits or refunds made between the parties. Nothing in this section shall constitute a waiver by either party of any rights or claims regarding the return conditions set forth in the Lease.

- (d) Standards: Return inspections (whether visual, joint, independent or conducted by Lessor) shall be conducted in accordance with the return conditions drafted in this lease (Articles 8, 9, 15, and 18, each to the extent applicable). Notwithstanding the foregoing, for efficiency, visual pre-inspections for returns of cars may utilize good faith, appropriate, and commercially reasonable, summarized or abbreviated procedures and documentation.
- (e) Article 15 Applicability: For the avoidance of doubt, the parties agree that Article 15 shall apply to return of individual cars during the term of the Lease, as well as the return of all cars at the end of the term of the Lease.”

Inspection – Solely for the purpose of this Rider, Article 18 of the Agreement is hereby revised by including the following provision:

“All inspections and findings, including but not limited to those upon returns of cars, shall be performed in a commercially reasonable manner, standard and timing, consistent with industry practices, shall be in writing and shall include reasonable descriptions, photographs, calculations and documentation, supporting their findings.”

AAR Circular OT-57 – Solely for the purpose of this Rider, Article 22 of the Agreement is hereby deleted and replaced with the following:

“Upon the written request of Lessee (which request shall include Lessee’s contact information as registered by Lessee in Railinc’s FindUs.Rail database and at least one Lessee designated rail served storage location) Lessor shall expend commercially reasonable efforts to register the cars subject to this Agreement in Railinc’s OT-57 database. Lessor shall not be liable for failure to effect the OT-57 registration for any reason whatsoever and this Agreement shall remain in full force and effect notwithstanding any failure of Lessor or Lessee to comply with the requirements of AAR Circular OT-57.”

Notices – Solely for the purpose of this Rider, the Lessee contact information in Article 26 of the Agreement is hereby deleted and replaced with the following:

“Louisville Gas and Electric Company  
Attn: Coal Supply and By-Products Marketing  
2701 Eastpoint Parkway  
Louisville, KY 40223”

Parties may further update their addresses for notices under this Agreement, from time-to-time, by written notice provided to the other party in accordance with Article 26 of the Agreement.

DISCLAIMER OF CONSEQUENTIAL DAMAGES – NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY TO THE OTHER FOR ANY CLAIM OF INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS.

**IN WITNESS WHEREOF**, the parties hereto have executed this Rider, intending it to be binding as of the date(s) indicated below and to be performed as set out herein.

**ACCEPTED AND AGREED:**

**TRINITY INDUSTRIES LEASING  
COMPANY**

DocuSigned by:

By: John Travis Galt  
Name: John Travis Galt  
Title: Vice President  
Date: December 16, 2025 | 9:53:07 AM CST

**LOUISVILLE GAS AND ELECTRIC COMPANY**

Signed by:

Charles R. Schram  
87EE38EE5EB2407  
Charles R. Schram  
VP Energy Supply and Analysis  
12/17/2025 | 4:25 PM EST

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