

**Contract # L19024 - Amendment No. 3****AMENDMENT NO. 3 TO RAILCAR MAINTENANCE SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 TO RAILCAR MAINTENANCE SERVICES AGREEMENT** (“Amendment No. 3”) is entered into as of January 31, 2024 (“Amendment Date”), by and between LOUISVILLE GAS AND ELECTRIC COMPANY (“LG&E”) and KENTUCKY UTILITIES COMPANY (“KU”), each a Kentucky corporation, with an address at 220 West Main Street, Louisville, Kentucky 40202 (LG&E and KU are collectively and individually herein called the “Company”, as applicable), and CATHCART FIELD SERVICES, LLC, an Illinois limited liability company (hereinafter referred to as “Contractor”), whose address is 8940 Lyra Drive, Suite 200, Columbus, OH 43240 (as successor by assignment from Appalachian Railcar Services, LLC, a West Virginia limited liability company).

In consideration of the agreements herein contained, the parties hereto agree as follows.

**A. AMENDMENT**

The Railcar Maintenance Services Agreement heretofore entered into by the parties, dated as of June 20, 2019, identified by Contract Number L19024”, as amended by that certain Amendment No. 1 and as assigned pursuant to that certain Assignment, Assumption and Release Agreement dated June 7, 2022, and as amended by that certain Amendment No. 2 dated September 1, 2022, is hereby amended as set forth below (The Railcar Maintenance Services Agreement, Amendment No.1, Assignment, Assumption and Release Agreement, Amendment No. 2, and Amendment No. 3 are hereafter collectively referred to as the “Agreement”).

**B. ARTICLE 5. TERM**

**E.1** As of the Amendment Date, “June 30, 2024” in the first paragraph of Article 5 is deleted and replaced with “December 31, 2025”.

**C. ARTICLE 7. COMPENSATION**

**C.1 Section 7.1** Effective July 1, 2024 and solely with respect to work completed thereafter, the table in Section 7.1 is deleted in its entirety and is replaced with:

<b><u>“Year</u></b>	<b><u>Rate</u></b>
<b><u>LG&amp;E’s Mill Creek Generating Station:</u></b>	
7/1/2024 – 6/30/2025	\$57.87 per AAR-prescribed hour
7/1/2025 – 12/31/2025	\$59.61 per AAR-prescribed hour
<b><u>KU’s E.W. Brown Generating Station:</u></b>	
7/1/2024 – 6/30/2025	\$80.00 per hour per person on-site \$80.00 per actual travel hour per person
7/1/2025 – 12/31/2025	\$82.40 per hour per person on-site \$82.40 per actual travel hour per person

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7/1/2024 – 12/31/2025

\$0.975 per actual travel mile per vehicle (not to exceed two (2))”

**D. STATUS OF AGREEMENT**

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

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**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.

**COMPANY**

**CONTRACTOR**

**KENTUCKY UTILITIES COMPANY**

**CATHCART FIELD SERVICES, LLC**

By: DocuSigned by:  
David Sinclair  
A190914FB090474... <sup>DS</sup>  
*JP7*

By: *Matthew McLaughlin*

Name: David Sinclair <sup>DS</sup>  
*CKL*

Name: Matthew McLaughlin

Title: VP Energy Supply and Analysis

Title: VP Business Development

Date: 2/5/2024 | 1:05 PM EST

Date: 1/31/2024

**COMPANY**

**LOUISVILLE GAS AND ELECTRIC COMPANY**

By: DocuSigned by:  
David Sinclair  
A190914FB090474... <sup>DS</sup>  
*JP7*

Name: David Sinclair <sup>DS</sup>  
*CKL*

Title: VP Energy Supply and Analysis

Date: 2/5/2024 | 1:05 PM EST