

PEABODY COALSALES, LLC
Contract #J23003 – Amendment No. 2

AMENDMENT NO. 2 TO COAL SUPPLY AGREEMENT

THIS AMENDMENT NO. 2 TO COAL SUPPLY AGREEMENT (“Amendment No. 2”), dated as of January 23, 2024, 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 each individually sometimes herein called a “Buyer”), and PEABODY COALSALES, LLC (“Peabody”), a Delaware limited liability company, with an address at 701 Market Street, St. Louis, Missouri 63101 (herein called the “Seller”).

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

A. AMENDMENT

The Coal Supply Agreement heretofore entered into by the parties, dated effective as of March 31, 2022, identified by Contract Number J23003, as amended by that certain Amendment No.1 to Coal Supply Agreement, dated March 16, 2023 (Amendment No. 1), and letter agreement dated October 5, 2022, is hereby amended as set forth below (the March 31, 2022 Coal Supply Agreement as amended by Amendment No. 1 and letter agreement, and as amended by this Amendment No. 2 are hereafter collectively referred to as the “Agreement”).

B. Market Adjustment. Effective as of January 1, 2024 and solely for shipments occurring thereafter, a new §8.1(c) (ii) and §8.1(c) (iii) are created as follows:

“§8.1(c)(ii) Price Adjustment Regarding 2023 Standby Loading Costs. For the first 489,886 tons shipped in 2024, a standby loading reimbursement amount of \$0.55424 per ton (\$271,512.18 / 489,886 tons) will be subtracted from the Base Price as defined in §8.1(a).

§8.1(c)(iii) Reimbursement Regarding 2024 Standby Loading Costs. Additionally, the parties acknowledge that Buyer has limited ability to control or coordinate with the Seller’s loading contractor’s operation, schedule, and timing at Cora Dock. Accordingly, the parties agree that after the completion of each quarter in 2024 (and any make-up tons relating to 2024 volumes) any standby loading charges incurred by Buyer in connection to loading coal from Cora Dock in the preceding quarter shall be reimbursed by Seller to Buyer. Buyer will provide the reasonable supporting documentation no later than thirty (30) days after the end of the quarter. Upon receipt of the supporting documentation, Seller shall provide such reimbursement in the form of a credit appearing in the next invoice. In the event a required credit is larger than an invoice or an excess remaining credit occurs, the excess or remaining credit shall be applied to a subsequent invoice or paid in cash, as applicable.”

E. STATUS OF AGREEMENT

As amended hereby, the Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms, as amended by this Amendment No. 2.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the day and year first written above.

BUYER

SELLER

**LOUISVILLE GAS AND ELECTRIC
COMPANY and
KENTUCKY UTILITIES COMPANY**

PEABODY COALSALES, LLC

By: DocuSigned by:
Tim Smith
22F3646A9D924E3... DS
CSH

By: *Michael Subers*

Title: Manager of Coal Supply Services DS
JPF

Title: VP Sales & Marketing - US

Date: 1/23/2024 | 2:19 PM EST

Date: January 23, 2024