



**EAST KENTUCKY POWER COOPERATIVE
FUEL DEPARTMENT**

PURCHASE ORDER

NO. 43709

This number must appear on all
invoices, shipping documents,
and correspondence

TO:	Brenntag Mid-South, Inc. ("Brenntag" or "Seller") 1405 Highway 136 West Henderson, KY 42420	INVOICE TO:	East Kentucky Power Cooperative, Inc. ("EKPC" or "Buyer") 4775 Lexington Road P. O. Box 707 Winchester, Kentucky 40392-0707
Vendor No. <u>15239</u> Must Appear On All Correspondence		Attention: Julia Hurst	
SHIP TO:	East Kentucky Power Cooperative, Inc. Spurlock Power Station 1301 West 2 nd Street Charleston Bottoms, Kentucky 41056-9716	DELIVERY:	Vendor Provided Truck
Purchase Order Date June 9, 2026	Terms See Below	F. O. B. Spurlock Power Station	

This purchase order (the "Purchase Order") binds Seller to sell and ship the following Coagulant 38-42% Ferric Chloride "Ferric Chloride Tote", 93% H₂SO₄ Sulfuric Acid "Sulfuric Acid Tote", Caustic Sodium Hydroxide "Caustic Tote", Coagulant 38-42% Ferric Chloride "Ferric Chloride Bulk", and Hydrochloric Acid 35% Bulk "Hydrochloric Acid Bulk" to Spurlock Power Station, near Maysville, Kentucky, under the following terms and conditions. The terms and conditions of the Material Purchase Agreement apply unless expressly contradicted herein:

Term: Deliveries shall commence on July 1, 2026, and continue through June 30, 2027, SUBJECT HOWEVER, the rights of EKPC set forth herein.

Quantity:

Ferric Chloride Tote

All requirements of a total of up to 280,800 pounds (78 totes) of Ferric Chloride Tote with no minimum requirements or guarantee between July 1, 2026, through June 30, 2027.

Sulfuric Acid Tote

All requirements of a total of up to 34,000 pounds of (10 totes) of Sulfuric Acid Tote with no minimum requirement or guarantee between July 1, 2026, through June 30, 2027.

Caustic Tote

All requirements of a total of up to 20,400 pounds of (5 totes) of Caustic Sodium Hydroxide Tote with no minimum requirements or guarantee between July 1, 2026, through June 30, 2027.

Not Subject to Kentucky Sales or Use Tax.

"The Equal Employment Opportunity Clause at 41 CFR 60-1.4 (a) and the Affirmative Action Clauses at 41 CFR 60-250.5 and 60-741.5 are hereby incorporated by reference and made a part of this purchase order as though fully set forth herein."

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Ferric Chloride Bulk

All requirements of a total of up to 273,000 pounds of Ferric Chloride Bulk with no minimum requirements or guarantee between July 1, 2026, through June 30, 2027.

Hydrochloric Acid Bulk

All requirements of a total of up to 636,000 pounds of Hydrochloric Acid Bulk with no minimum requirements or guarantee between July 1, 2026, through June 30, 2027.

*All requirements is defined as the quantity needed at Buyer's sole discretion, with no minimum requirements or guarantee.

Quality:

Ferric Chloride Tote Physical and Chemical Properties:

Product Type	Coagulant
Physical Form	Liquid
Appearance	Liquid
Specific Gravity	Min: 1.380 Max: 1.490 g/mL
Density	11.42000 lb/gallon
Solubility in Water	Insolubles Min: 0.000 Max: 0.008
pH (100%)	2

Sulfuric Acid Tote Physical and Chemical Properties:

Physical Form	Liquid
Appearance	Liquid
Specific Gravity	1.53 g/mL
Density	12.76 lb/gallon
pH (100%)	0

Caustic Sodium Hydroxide Tote Physical and Chemical Properties:

Physical Form	Liquid
Appearance	Liquid
Specific Gravity	Min: 1.831 Max: 1.841 g/mL
Density	15.31300 lb/gallon
pH (100%)	0

Ferric Chloride Bulk Physical and Chemical Properties:

Product Type	Coagulant
Physical Form	Liquid
Appearance	Liquid
Specific Gravity	Min: 1.380 Max: 1.490 g/mL
Density	11.42000 lb/gallon
Solubility in Water	Insolubles Min: 0.000 Max: 0.008
pH (100%)	2

Hydrochloric Acid Bulk Physical and Chemical Properties:

Physical Form	Liquid
Appearance	Liquid
Specific Gravity	Min: 1.1600 Max: 1.1691 g/mL
Density	9.81000 lb/gallon
pH (100%)	1

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Not Subject to Kentucky Sales or Use Tax.

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Delivery: All shipments shall be delivered f.o.b. unloading facilities at Spurlock Power Station. Seller shall cause the truck operators to check in at the security checkpoint at the Contractor Entrance for Spurlock Station and receive instruction. Once past the security checkpoint, security will contact the coal yard operators to assist in unloading.

Weight tickets and bills of lading shall be delivered to a representative of EKPC.

Deliveries shall primarily be made between the hours of 7:00 a.m. and 5:00 p.m. (Eastern Standard Time) 5 days per week. Other deliveries will be permitted if EKPC personnel are available to receive material.

Weighing: The weight of the Ferric Chloride Tote, Sulfuric Acid Tote, Caustic Tote, Ferric Chloride Bulk, and Hydrochloric Acid Bulk sold and purchased hereunder shall be determined by origin scales having a then current certification.

Acceptance: The acceptance of Ferric Chloride Tote, Sulfuric Acid Tote, Caustic, Tote, Ferric Chloride Bulk, and Hydrochloric Acid Bulk received by Buyer is subject to the Ferric Chloride Tote, Sulfuric Acid Tote, Ferric Chloride Bulk, and Hydrochloric Acid Bulk's conformity with the requirements herein and with Seller's compliance with the terms of this Purchase Order.

Price: The fixed price of the the Ferric Chloride Tote, Sulfuric Acid Tote, Caustic Tote, Ferric Chloride Bulk, and Hydrochloric Acid Bulk shall be as follows (exclusive from Material Purchase Agreement):

<u>Product</u>	<u>Term</u>	<u>Price</u>
Ferric Chloride Tote	07/01/2026 – 06/30/2027	\$0.45 per pound
Sulfuric Acid Tote	07/01/2026 – 06/30/2027	\$0.3271 per pound
Caustic Tote	07/01/2026 – 06/30/2027	\$0.34 per pound
Ferric Chloride Bulk	07/01/2026 – 06/30/2027	\$0.33 per pound (36,000 lb. loads)
Hydrochloric Acid Bulk	07/01/2026 – 06/30/2027	\$0.279 per pound (25,000 lb. loads)

Payment: Seller shall provide the invoices for the deliveries hereunder, with such invoices to be delivered after each delivery. EKPC will make payment in full net thirty (30) days upon receipt of correct invoices from Seller with checks mailed on Fridays.

Termination: Buyer reserves the absolute right to cancel the unperformed balance of this purchase order at any time and for any reason including, but not limited to, the receipt of Ferric Chloride Tote, Sulfuric Acid Tote, Ferric Chloride Bulk, and Hydrochloric Acid Bulk which does not meet the quality specifications of this purchase order. Such cancellation may be made upon written notice to Seller and without further obligation or duty owing from either party on the unperformed balance due to said cancellation.

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Rejection: Buyer reserves the right, in its sole discretion, to reject any Ferric Chloride Tote, Sulfuric Acid Tote, Caustic Tote, Ferric Chloride Bulk, and Hydrochloric Acid Bulk shipment or any portion if, upon visual inspection, it is apparent that delivered Ferric Chloride Tote, Sulfuric Acid Tote, Ferric Chloride Bulk, and Hydrochloric Acid Bulk contains debris or any foreign materials which may have an impact upon Seller's product performance or Buyer's equipment performance. Upon such rejection, Seller shall remove such shipment from Buyer's premises at Seller's expense as soon as it is possible to remove safely and according to regulatory requirements.

Tote Disposal: Seller shall be responsible for all tote disposal, including cost, relating to Ferric Chloride Tote, Sulfuric Acid Tote, and Caustic Tote.

Notices: All notices under this Purchase Order shall be made to the addresses specified below. Unless expressly provided otherwise, notices shall be in writing and delivered by overnight mail, facsimile, electronically or other documentary form. Notice by facsimile, electronic means or hand delivery shall be deemed to have been received by the close of business day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close of the business day in which it shall be deemed received at the close of the next business day). Notice by overnight mail or courier shall be deemed to have been received one (1) business day after it was sent. A party may change its address by providing notice thereof in accordance with this Section.

Notices to Buyer:

East Kentucky Power Cooperative, Inc.
Attn: Wes Kidd
P.O. Box 707
Winchester, Kentucky 40392-0707
wes.kidd@ekpc.coop

Notices to Seller:

Brenntag Mid-South, Inc.
Attn: Melody Wagner
1405 Highway 136 West
Henderson, KY 42420
Email: mwagner@brenntag.com & caustin@brenntag.com

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General Services Agreement/Material Purchase Agreement: This Purchase Order is effective under and subject to the General Services Agreement on file between EKPC and Brenntag dated September 29, 2023, and the Material Purchase Agreement, dated January 11, 2017 for goods or services provided to EKPC, the terms of which are incorporated herein by reference. In the event of a conflict between the terms of the General Services Agreement and the terms of this Purchase Order, the term of this Purchase Order shall prevail.

East Kentucky Power Cooperative, Inc.

By: *Don Mosier*
Don Mosier, President & CEO

Accepted: **Brenntag Mid-South, Inc.**

By: *Ray Sibbitt* Ray Sibbitt
Title: Director - Mini Bulk and Municipal Development