## FIRST AMENDMENT TO THE INDUSTRIAL POWER AGREEMENT WITH INTERRUPTIBLE SERVICE DATED OCTOBER 19, 2015

This Amendment, dated this \_21st\_\_\_ day of \_\_December\_\_\_, 2020, is entered into by and between East Kentucky Power Cooperative, Inc. ("EKPC"), Nolin Rural Electric Cooperative Corporation ("Nolin"), and AGC Automotive Americas ("AGC") (collectively, the "Parties"), with respect to the provision of electric service to AGC pursuant to the Industrial Power Agreement with Interruptible Service entered into by and between the Parties dated October 19, 2015 (the "Agreement").

WHEREAS, EKPC and Nolin have identified a language problem in the description of the minimum kWh in Paragraph 2(h) of the Agreement;

WHEREAS, AGC has advised EKPC and Nolin that it wishes to adjust its Firm Load and the total maximum annual hours of interruption as defined in Paragraph 4 of the Agreement;

WHEREAS, in light of the language problem and AGC's request to adjust its interruptible service, the Parties have agreed that certain revisions to the Agreement (this "Amendment") are prudent and necessary;

NOW, THEREFORE, upon consideration of the mutual covenants, terms and conditions contained herein, the Parties agree as follows:

- The reference in the first sentence in Paragraph 2(h)(c) of the Agreement to "contract demand" is deleted and replaced with "billing demand". The revised sentence shall read "The minimum kWh is the product of the billing demand times 425 hours times the energy rate."
- 2. The Parties agree that AGC's Firm Load shall be reduced from 10 Executive Director 00 kW. Therefore, the last two sentences in Paragraph 4 of the

1

PURSUANT TO

R 5:011 SECTION 9 (1)

read "Customer chooses 7,000 kW of Firm Load with the balance being Interruptible Demand. Customer has demonstrated the ability to lower its load to 7,000 kW within the notice period provided herein."

- 3. The Parties agree that AGC's total maximum annual hours of interruption shall be increased from 200 hours to 400 hours. Therefore, the first two sentences in Paragraph 4(c) of the Agreement are revised and shall read "Customer is contracting for interruptible service for all demand over the Firm Demand as set forth above, with a total maximum annual interruption of up to 400 hours. The sum of Economic Interruptions and Reliability Interruptions shall not exceed 400 hours annually." As a result of this change, AGC shall receive a monthly demand credit per kW based on 400 annual hours of interruption, as provided in Nolin's Schedule 15 Interruptible tariff.
- 4. The terms of this Amendment shall become effective if, and only if, each of the following conditions precedent is satisfied: (i) the Kentucky Public Service Commission approves said terms pursuant to Kentucky Revised Statutes, Chapter 278; and (ii) all necessary approvals are obtained from the Rural Utilities Service and the National Rural Utilities Cooperative Finance Corporation. The Parties covenant to use their best efforts to forthwith seek and support such approvals by filing such papers, presenting such testimony, and taking such other action as may be necessary or appropriate to secure the same.
- 5. Except as modified herein, which are hereby incorporated by reference into the Agreement, the other terms and conditions of the Agreement shall remain in full force and effect.

KENTUCKY PUBLIC **ERVICE COMMISSION** Linda C. Bridwell Executive Director KAR 5:011 SECTION 9 (1) PURSUANT TO 807

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed

by their duly authorized representatives the day and year first above.

AGC AUTOMOTIVE AMERICAS

SIGNATURE TITLE: VP of Manufacturing BY Dan Bennett PRINTED NAME

EAST KENTUCKY POWER COOPERATIVE, INC.

anthony Stampbell

SIGNATURE TITLE: Pres./CEO

BY Tony Campbell

PRINTED NAME

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION

SIGNATURE TITLE: President and CEO

BY <u>Gregory R. Lee</u> PRINTED NAME

KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell **Executive Director EFFECTIVE** /1/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)