

FIRST AMENDMENT
TO
INDUSTRIAL POWER AGREEMENT
WITH INTERRUPTIBLE SERVICE

This FIRST AMENDMENT is made, entered into and effective this 1st day of July, 2020, by and between Blue Grass Energy Cooperative Corporation, a Kentucky corporation with its principal offices at 1201 Lexington Road, Nicholasville, Kentucky 40356 (“Cooperative”), East Kentucky Power Cooperative, Inc., a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”) and PGW, Pittsburgh Glass Works, LLC a Pennsylvania Limited Liability Company with its principal offices at 30 Isabella Street, Suite 500, Pittsburgh, Pennsylvania 15212 (“Customer”).

WITNESSETH:

WHEREAS, Cooperative, EKPC and Customer are Parties to an Industrial Power Agreement with Interruptible Service, dated March 16, 2016 (“Agreement”); and

WHEREAS, Customer’s operations have been negatively and detrimentally impacted by the global pandemic and related declared states of emergency associated with the COVID-19 novel coronavirus; and

WHEREAS, the Parties to the Agreement agree that it is necessary and advisable to amend said Agreement to reflect the situation affecting the Customer in such a way as to not negatively impact other of Cooperative’s and EKPC’s Members;

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



1. **Change in Rate Schedules.** Notwithstanding the notice requirements of Paragraph 3 of the Agreement, the Parties agree that the Customer should take service, on and after the effective date of this First Amendment, under Rate LP-2.

2. **Change in Contract Demand.** The Contract Demand shall be reduced to 3,000 kW as of the effective date of this First Amendment and continuing throughout the term of the Agreement. Henceforth, the Customer may adjust its Contract Demand, positively or negatively, in increments of 1,000 kW, by giving written notice sixty (60) days prior to the date of the desired change, except that Firm Load shall not be reduced below 500 kW.

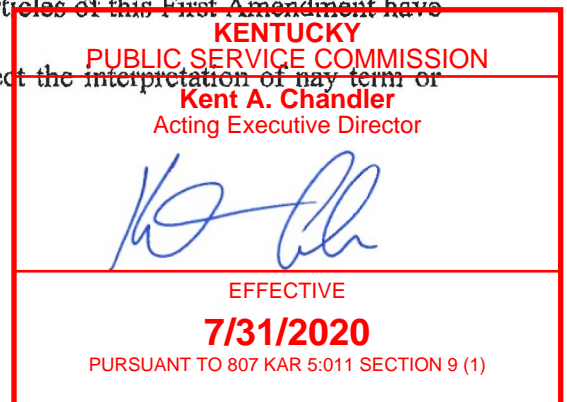
3. **Special Facilities Charge** Pursuant to Rate LP-2, the Parties agree that a Special Facilities Charge shall be applied to Customer as of the effective date of this First Amendment. Accordingly, Customer shall pay to Cooperative a monthly Special Facilities Charge of \$3,336.00. This charge shall be invoiced and paid in accordance with Paragraph 13 of the Agreement.

4. **Minimum Bill.** Pursuant to Rate LP-2, the Parties agree that the Customer's Minimum Bill shall be \$14,467.14. This charge shall be invoiced and paid in accordance with Rate LP-2 and Paragraph 13 of the Agreement.

5. **Other Terms of the Agreement.** Except as expressly and specifically set forth herein, each and every term of the Agreement shall remain in full force and effect. In the event of a conflict between any provision of the Agreement and this First Amendment, this First Amendment shall control.

6. **Miscellaneous.**

a. **Headlines of Articles.** Headings of articles of this First Amendment have been inserted for convenience only and shall in no way affect the interpretation of any term or provision hereof.



b. **Severability.** Except where expressly stated otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.

c. **Governing Law.** This First Amendment shall be governed by and interpreted in accordance with the law of the Commonwealth of Kentucky.

d. **Waivers.** Any waiver at any time by a Party of its rights with respect to a default or with respect to any other matters arising in connection with this First Amendment shall not be deemed a waiver with respect to any subsequent default or other matter.

e. **Prior Agreements.** The Parties hereby acknowledge that this First Amendment contains the entire agreement among the Parties and supersedes all prior agreements and understandings related to the subject matter hereof.

f. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.



IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective officers, who are duly authorized to execute same, as of this day and year first written above.

BLUE GRASS ENERGY COOPERATIVE CORPORATION

BY: Michael V. Williams

TITLE: President / CEO

EAST KENTUCKY POWER COOPERATIVE, INC.

BY: Anthony S. Campbell

TITLE: Pres. / CEO

PGW/PITTSBURGH GLASS WORKS, LLC

BY: Dennis J. Jones

TITLE: Plant Manager

