

**INDUSTRIAL POWER AGREEMENT
WITH ECONOMIC DEVELOPMENT RIDER
THIRD AMENDMENT**

THIS THIRD AMENDMENT TO THE INDUSTRIAL POWER AGREEMENT WITH ECONOMIC DEVELOPMENT RIDER ("Third Amendment"), made and entered into this 17th day of June 2025, by and between **East Kentucky Power Cooperative, Inc.**, a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, KY 40391 ("EKPC"), **Shelby Energy Cooperative, Inc.**, a Kentucky corporation with its principal offices at 620 Old Finchville Road, Shelbyville, Kentucky 40065-1714 ("Cooperative"); and **Wieland North America Recycling, LLC**, a limited liability company with its principal offices at 369 McConnell Way, Shelbyville, KY 40065 ("Customer") (collectively, "the Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Industrial Power Agreement with Economic Development Rider ("Agreement") on March 1, 2024; and

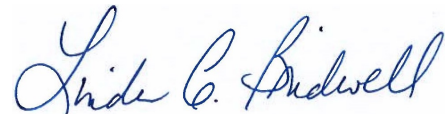
WHEREAS, the Parties entered into a First Amendment of the Agreement on January 1, 2025; and

WHEREAS, the Parties entered into a Second Amendment of the Agreement on February 17, 2025; and

WHEREAS, in the First Amendment to the Agreement the Parties agreed to amend the Agreement to delay the start of the Economic Development Rider until such time as Customer is in full operation and in the Second Amendment the Parties agreed to amend the Agreement to delay the start of the contract demand;

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

8/1/2025

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WHEREAS, in the Second Agreement the Parties agreed to change the start of the Economic Development Rider and the contract demand until April 1, 2025; and

WHEREAS, the Parties now agree that Wieland has overestimated its contract demand at full ramp up that Wieland should be billed for service from Cooperative under Cooperative's Schedule B1; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, the Parties agree to amend the Agreement to replace every instance of Schedule B2 with Schedule B1; and

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, the Parties agree to amend the Agreement to replace the 5000 kW Contract Demand with 2000 kW Contract Demand; and

NOW THEREFORE, all references to Schedule B2 are changed to Schedule B1 and all references to a Contract Demand of 5000 kW are changed to Contract Demand of 2000 kW and the remaining terms of the Agreement, along with the First and Second Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed, in counterparts, by their respective officers, thereunto duly authorized, as of the day and year first above written.



ATTEST:

WIELAND NORTH AMERICA RECYCLING, LLC

DocuSigned by:
Dave Coates
52861344681849F
SIGNATURE

BY Dave Coates
PRINTED NAME

VP, Procurement and Logistics
TITLE

ATTEST:

EAST KENTUCKY POWER COOPERATIVE, INC.

Anthony S. Campbell BY Anthony S. Campbell
SIGNATURE PRINTED NAME
Pres./CEO
TITLE

ATTEST:

SHELBY ENERGY COOPERATIVE, INC.

[Signature]
SIGNATURE
CEO
TITLE

BY Sam Bruce Jr
PRINTED NAME

