

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

THIS SECOND AMENDMENT TO THE INDUSTRIAL POWER AGREEMENT WITH ECONOMIC DEVELOPMENT RIDER (“Second Amendment”), made and entered into this 17th day of February, 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, 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;

WHEREAS, the Parties agreed to change the start of the Economic Development Rider to April 1, 2025; and



WHEREAS, the Parties now agree that the First Amendment to the Agreement should have also delayed the contract demand to April 1, 2025; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, the Parties agree to amend paragraph 3 of the Agreement to state as follows:

During the Initial Operations Period which begins with the Customer taking service at the Plant up to and including March 31, 2025, the Parties agree that the “Contract Demand” for service under this Agreement shall be either 500 kW or the highest actual demand experienced during the month, whichever amount is greater. EKPC and Cooperative acknowledge that during the Initial Operations Period none of the actual monthly demand will be considered to be Excess Demand when determining the Billing Demand. The monthly energy usage during the Initial Operations Period shall be equal to or greater than 400 hours per kW of Contract Demand per month. The power and energy made available to Customer during the Initial Operations Period shall be delivered, taken, and paid for subject to the provisions of Paragraph 2 of this Agreement and Cooperative’s Rate Schedule B2, as modified for the Initial Operations Period.

NOW THEREFORE, all references to September 1, 2024 are changed to April 1, 2025 and the remaining terms of the Agreement 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

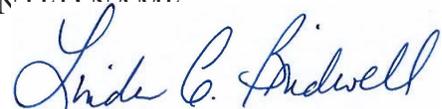
Dave Coates
SIGNATURE
VP, Procurement and Logistics
TITLE

BY

Dave Coates

PRINTED NAME

Linda C. Bridwell
Executive Director



EFFECTIVE

4/1/2025

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

ATTEST:

EAST KENTUCKY POWER COOPERATIVE, INC.

Anthony S. Campbell
SIGNATURE

BY ANTHONY S. Campbell
PRINTED NAME

President & CEO
TITLE

ATTEST:

SHELBY ENERGY COOPERATIVE, INC.

Jack Bragg, Jr.
SIGNATURE

BY Jack Bragg, Jr.
PRINTED NAME

CEO
TITLE

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 4/1/2025 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)