

## DOMINION ADDENDUM

### FOR SUPPLY TO DOMINION VIRGINIA ELECTRIC & POWER COMPANY

This addendum (the "Addendum") is dated as of June 9, 2025 by and between SUPPLIER and WestRock CP, LLC ("BUYER") pursuant the Master Supplier Agreement in effect between SUPPLIER and BUYER, as amended and supplemented from time to time (the "MSA").

This Addendum sets forth the additional terms and conditions for BUYER's subcontract with SUPPLIER to supply wood fiber to the Altavista Power Station owned by Dominion Virginia Electric and Power Company ("Dominion"). SUPPLIER agrees to perform all obligations of "Seller" in the attached terms and conditions of BUYER's agreement with Dominion ("Dominion Agreement") as set forth below.

1. Subcontractor. SUPPLIER is a subcontractor to BUYER for the purpose of supplying wood fiber to Dominion at the direction and control of BUYER. SUPPLIER may engage third parties, including without limitation Transporters and third parties who sell fiber to SUPPLIER, to assist SUPPLIER with performing its obligations under this Addendum or the MSA (each, a "Subcontractor"). For purposes of this Agreement, "Subcontractor" includes subcontractors of any tier. SUPPLIER will not be relieved of any duty or liability under this Agreement by reason of any subcontracting and will remain responsible to BUYER and Dominion for the full performance of the MSA and this Addendum. Each subcontract must include: (i) an indemnity provision substantially similar to the Indemnity Article of this Addendum and pursuant to which the Subcontractor will agree to indemnify BUYER and Dominion and (ii) an insurance provision substantially similar to the Insurance Article of the MSA. "Transporter" means the entity or entities transporting Product on behalf of SUPPLIER to and at the delivery point for Dominion deliveries by SUPPLIER.
2. Indemnity. For purposes of Section 8(a) and (b) of the MSA, Dominion and its affiliates' employees, agents, and/or representatives, shall be "Buyer Indemnitees," and SUPPLIER shall be liable directly to Dominion for any indemnification obligations, including without limitation, for any liability under this Addendum arising from any act or omission of SUPPLIER or its subcontractors. In addition to SUPPLIER's indemnification obligations to Buyer Indemnitees under Sections 8(a) and (b) under the MSA, SUPPLIER further agrees to indemnify, defend, and hold harmless the Buyer Indemnitees from and against any and all claims, demands, lawsuits, or other proceedings brought or threatened by any party, including but not limited to SUPPLIER, a Buyer Indemnitee, a Subcontractor, and SUPPLIER and any Subcontractors' employees and agents (each, a "Claim"), and to pay all of each Buyer's Indemnitee's costs in connection with any Claim, including but not limited to, any judgment, amounts paid in settlement, fines, penalties, forfeitures, and expenses (including reasonable attorneys' fees through final appeal), whether at law, in equity, or administrative in nature, in any manner arising out of or in connection with SUPPLIER's (or its Subcontractor's) actions or omissions resulting in: (a) a breach of this Agreement; (b) personal injury or death; (c) property damage; or (d) violation of law. A Party will not be liable under this Section 2 for any injuries, deaths, or damage to the extent that they are caused by Dominion's gross negligence or willful misconduct.
3. Open-Loop Biomass. SUPPLIER shall supply "open-loop biomass" to Dominion, unless otherwise approved by BUYER in writing:

Pursuant to Internal Revenue Code Section 45(c)(3)(A)(ii), "open-loop biomass" is any solid, nonhazardous, cellulosic waste material or any lignin material which is derived from (I) any of the following forest-related resources: mill and harvesting residues, precommercial thinnings, slash, and brush, or (II) solid wood waste materials, including waste pallets, crates, dunnage, manufacturing and construction wood wastes (other than pressure-treated, chemically-treated, or painted wood wastes), and landscape or right-of-way tree trimmings, but not including municipal solid waste or paper which is commonly recycled. SUPPLIER hereby certifies that the wood fuel

supplied by SUPPLIER to Dominion will meet the above definition of open-loop biomass in all material respects.

4. Trucking Terms and Conditions. SUPPLIER shall comply with the provisions of Exhibit C attached hereto of the Dominion Agreement.
5. Environmental Protection Plan. SUPPLIER shall comply with the provisions of Exhibit D attached hereto of the Dominion Agreement.
6. Modification. This Addendum may be amended, modified or superseded from time to time via posting the amendment, modifications or new agreement on BUYER's website at [www.westrock.com/supplier-resources#wood-suppliers](http://www.westrock.com/supplier-resources#wood-suppliers).

This Addendum is binding upon the parties as an Addendum to the MSA as of the date and year first above written.

ATTACHMENT

EXHIBITS C AND D FROM DOMINION'S AGREEMENT WITH WESTROCK ARE ATTACHED.  
SUPPLIER MUST COMPLY WITH ALL REQUIREMENTS APPLICABLE TO SELLER AND ITS  
SUBCONTRACTORS. ALL REFERENCES TO BUYER ARE TO DOMINION.

## DOMINION EXHIBIT C

### **Trucking Terms and Conditions**

1. All Personnel must follow the Station and Contracted Facility rules and any directives given by Station and Contracted Facility personnel, and these are subject to change. Failure to comply with such rules and/or directives may result in temporary or permanent expulsion from the Station or Contracted Facility, as applicable.
2. All Personnel entering any designated wood unloading area must wear all required PPE (Personal Protective Equipment) including: hard hats, composite toe safety shoes, safety glasses (Z87) or prescription safety glasses, a class 2 high visibility garments (Vest or shirt) and shirt at all times.
3. No acts of violence or threats towards Station personnel, Contracted Facility personnel, or any other Personnel will be tolerated. This will result in a permanent ban of the Personnel from all Buyer facilities.
4. Seller shall use commercially reasonable efforts to evenly distribute trucks throughout the available delivery hours.
5. Seller agrees to conduct periodic Safety and Product quality inspections, in concert with Buyer, at the Station. Further, Seller shall share all results of these inspections with Buyer, and mutually work for corrections as needed.
6. Buyer will use reasonable efforts to ensure that onsite equipment and onsite logistics are designed and maintained to support average truck turn times no longer than 30 minutes, from scale to scale, for normal truck and truck/trailer combinations and assuming no queuing wait time.
7. Seller shall immediately notify Christina Hager at 804-516-9854 or designated Buyer representative if Seller expects to ship considerably less tonnage than scheduled.
8. Each Subcontractor will be issued scale cards to be used by the Personnel for Buyer's automated scale systems. Seller is responsible for communicating the proper purchase order code number to the Personnel. No Personnel will be permitted on site without a card in their possession or, if it is their first delivery, the Personnel will obtain the scale card upon arrival to the Station or Contracted Facility.
9. All Personnel must follow posted Station and Contracted Facility directions and all written instructions displayed at the Station and Contracted Facilities (including without limitation speed limit signs).
10. All trucks must follow the approved truck routes through the town of Altavista. No Trucks are permitted to wait on public roads due to backups at the Station or Contracted Facility.
11. Personnel may not leave the vehicle at any time, except for tarp removal, vehicle checks and urgent maintenance, tipping/dumping, new drivers receiving training, obtaining a scale card, using the designated restroom, obtaining provided refreshments, or as directed by Station or Contracted Facility personnel.
12. No passengers are allowed in the Truck, except for new drivers receiving training.
13. No one is allowed in the Truck or on the tipper while the Truck is being dumped.
14. Trucks must maintain their place in line. Any Truck attempting to cut the line will be asked to leave the Station or Contracted Facility immediately and will not be permitted to return.

15. The truck cab and haul trailer must stay connected at all times.
16. Personnel must inspect the area surrounding the Truck and use caution prior to backing onto tippers. This includes, without limitation:
  - a. Verifying that no material or foreign object is plugged in the hopper. If there is an issue, the Personnel must find the closet Buyer representative or dial the Control Room number.
  - b. Verifying that no fluid has spilled or been leaked in the area from a previous Truck. If there is an issue, the Personnel must find the closet Buyer representative or to dial the Control Room number.
17. All Product should flow freely out of the Truck while dumping. Any Product still in the Truck after dumping will remain in the Truck, title to such Product will not transfer to Buyer, and the Personnel will transport it off Station or Contracted Facility property.
18. After dumping and ensuring that the Truck is in good and legal working condition, the Truck will then proceed to the outbound scale for weighing, where the Personnel will receive a receipt for the delivery. If the required receipt is not provided, the Personnel should call the control room number posted at the tippers or proceed to the designated recovery area and resolve the issue prior to leaving. No payments will be made for loads that do not have printed or manually written ticket provided from the Delivery Point.
19. Once the Truck has unloaded:
  - a. Personnel shall verify that the Product in the hopper appears to meet the Specifications. The Personnel must immediately report any potential problems with Product quality, including without limitation oversized Product or extraneous material in the load.
  - b. Personnel shall inspect the tipper for leaks/spills from the Truck. If a leak/spill is seen, Personnel shall immediately report this to control room, locate the spill kit (usually near the tipper controls), and lay down oil pads quickly.
  - c. Personnel shall clean and latch the tailgate of the Truck before pulling off of the tipper.
20. If you or the Personnel see something, please say something – call the Control Room number posted at the tippers.

**DOMINION EXHIBIT D**  
**ENVIRONMENTAL PROTECTION PLAN**

**Definitions**

All capitalized terms herein, unless otherwise defined below, have the meaning ascribed to them in the Dominion Agreement.

(a) “Buyer’s Environmental Compliance Coordinator” means the individual designated by Buyer for environmental compliance matters.

(b) “Buyer’s Premises” means any property, project site or facility owned or controlled by Buyer or any of its Affiliates.

(c) “Environmental Laws” means any and all applicable federal, foreign, state, and local laws, treaties, ordinances, codes, rules and regulations, judgments, decrees, injunctions, writs and orders, in effect from during the term of this Agreement, of any arbitrator or governmental authority, including all Environmental Permits, relating to actual or potential effects on, or protection of, human health, wildlife, safety, or the environment, the disposal of materials, the discharge or release of chemicals, gases, or other substances or materials into the environment, or the presence of such materials, chemicals, gases, or other substances including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Oil Pollution Act, 33 U.S.C. Section 2701 et seq.; the Endangered Species Act, 16 U.S.C. Section 1531 et seq.; the Migratory Bird Treaty Act, 16 U.S.C. Section 703 et seq.; the Bald and Golden Eagle Protection Act, 16 U.S.C. 668 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Occupational Safety and Health Act (“OSHA”), 29 U.S.C. Section 651 et seq.; the Homeland Security Appropriations Act of 2007, 109 P.L. 295; 120 Stat. 1355; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq.; and their state, tribal, and local counterparts or equivalents and regulations issued pursuant to any of those statutes.

(d) “Environmental Permits” means all permits, licenses, approved plans, contracts, filings, authorizations or approvals required by or entered into with any governmental authority in connection with the proper conduct, performance, and completion of the work required by this Agreement, including but not limited to all air emission permits, water discharge permits, land disturbance permits, erosion and sediment control permits, storm water management permits and wetlands permits.

(e) “Hazardous Waste” means any and all “hazardous waste,” as defined in any Environmental Laws.

(f) “Non-Hazardous Waste” means any “solid waste,” “residual waste” or other waste that is not a “Hazardous Waste” as those terms are defined under Environmental Laws.

(g) “Person” means an individual, partnership, corporation, company, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, or other entity.

**Requirements**

**Management and Disposal of Non-Hazardous Waste**

a) While present at a Station, Seller shall, and shall ensure that its Subcontractors shall, conduct all activities in a clean, neat and orderly manner (including without limitation maintaining all roads (both external and internal to the Station) reasonably free from any mud, dirt, stones, woody biomass and trash resulting from deliveries into the Station). Neither Seller nor any Subcontractors shall dispose of any non-

hazardous waste at the Station, other than de minimis quantities of household-type waste (e.g., food and beverage containers, napkins and the like). Upon notice from Buyer that Seller or Subcontractor has breached the obligation set forth in this paragraph, Seller shall promptly remedy the deficiency in all material respect at Seller's expense.

### **Protection of Water Resources**

a) Seller shall, and shall ensure that its Subcontractors, perform the work in a manner to prevent a release of pollutants to the ground, surface water and groundwater at a Station or a Contracted Facility.

### **Spills and Spill Prevention**

a) Seller shall, and shall ensure that its Subcontractors, are equipped with the personal protective equipment ("PPE") described in **Exhibit C** while present at a Station.

b) Any chemical or petroleum spill on Buyer's Premises or to a waterway by Seller or Seller's Subcontractors of any amount shall be reported immediately to Station personnel. Seller shall be responsible for cleanup of the spill area as required by applicable Environmental Laws.

c) Seller's or Seller's Subcontractors' vehicles and mobile and portable equipment that are leaking chemical or petroleum products (other than de minimis quantities) shall not be permitted on Buyer's Premises. Leaks (other than de minimis quantities) from such vehicles or equipment while on Buyer's Premises shall be cleaned up in accordance with this Spills and Spill Prevention Section.

d) Seller shall be responsible for all Non-Hazardous Waste and Hazardous Waste disposal costs that result directly from any clean-up activities associated with a spill or release of a Non-Hazardous Waste, Hazardous Waste, or chemical or petroleum product for which Seller or Seller's Subcontractor(s) has been identified as the responsible party for the spill.

e) At the request of Buyer, Seller shall use the services of Buyer's retained spill response contractor whenever the scope of the clean-up, at Buyer's reasonable determination, (i) exceeds the on-site capabilities of Seller or Seller's Subcontractor or (ii) the clean-up activities will cause a significant impact on the work's schedule or Buyer's Premises operations.

### **Safety PPE Violation/Unreported Environmental Spill Action:**

- 1st Offense: 5-day minimum suspension of driver and Seller notified by Buyer (with Seller responsible for immediately notifying owner of Subcontractor)
- 2nd Offense within a 30-day period: Driver permanently banned; Seller notified and suspended for 5-days (with Seller responsible for immediately notifying owner of Subcontractor)
- 2nd Offense outside 30-day period: 10-day minimum suspension for driver and Seller notified (with Seller responsible for immediately notifying owner of Subcontractor)
- The above mentioned are minimum penalties for non-compliance. Station personnel, Buyer's Fuels Group personnel or Buyer's Environmental Compliance Coordinator has the right to permanently suspend any driver/company for a safety or environmental violation.